

REGULAR COUNCIL AGENDA

C-01/2024

Wednesday, January 10, 2024

9:00 AM

Town of Pelham Municipal Office - Council Chambers

20 Pelham Town Square, Fonthill

The Town of Pelham is holding hybrid meetings of Council and Committee in accordance with Procedure By-law 4507(2022). Public access to meetings will be provided in-person at the location indicated on the agenda, 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**
- 2. National Anthem**
- 3. 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.

- 4. Approval of the Agenda**
- 5. Disclosure of Pecuniary Interests and General Nature Thereof**

6. Hearing of Presentation, Delegations, Regional Report

6.1 Delegations

6.1.1 Alzheimer Society of Niagara Region 5 - 14

John Netherway, Director with the Alzheimer Society
Niagara Region Foundation Board
Jennifer Schembri, VP of Alzheimer Society Niagara
Region Society Board

7. Adoption of Council Minutes

7.1 C-23/2023 - Regular Council Meeting - December 20, 2023 15 - 23

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 Committee of Council, for Council Approval 24 - 24

1. PCOW-11/2023 - Public Meeting under the Planning Act -
December 13, 2023

9.2 Minutes Approval - Committee of Council

9.2.1 PCOW-11/2023 - Public Meeting under the Planning Act 25 - 27 - December 13, 2023

9.3 Staff Reports of a Routine Nature for Information or Action

9.3.1 Fenwick Decorative Gas Lamps, 2024-0013-Public 28 - 31 Works

9.4 Information Correspondence

9.4.1 Town of Lincoln Motion - Comprehensive Review and 32 - 33 Overhaul of the Emergency Management and Civil Protection Act, 1990

9.5 Regional Municipality of Niagara Correspondence for Information or Action

- 10. Consent Agenda Item(s) Lifted for Separate Consideration, if any**
- 11. Presentation and Consideration of Reports**
 - 11.1 Members of Council Reports**
 - 11.2 Staff Reports Requiring Action**
 - 11.2.1 MCC User Group Licence Agreement re Pelham Raiders Minor Lacrosse Association, 2023-0273-Town Solicitor 119 - 128**
 - 11.2.2 Proposed Replacement of Town of Pelham Cemeteries By-law, 2024-0015-Town Solicitor 129 - 148**
- 12. Unfinished Business**
- 13. New Business**
 - 13.1 Niagara Region - Appointment to Transportation Strategy Steering Committee 149 - 160**
- 14. Presentation and Consideration of By-Laws 161 - 164**
 1. By-law 01-2024 - Being a By-law to provide for an interim tax levy for the year 2024.
- 15. Motions and Notices of Motion**
- 16. Resolution to Move In Camera**

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

(b) personal matters about an identifiable individual, including municipal or local board employees; (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 (1 Item - Property in Ward 2)

17. Rise From In Camera

18. Confirming By-Law

165 - 165

19. Adjournment

Please fill out and return no later than 12 p.m. noon ten (10) days prior to the Meeting you wish to appear. Completed forms, including presentation materials are to be submitted to the Clerk's department and can be dropped off or emailed to clerks@pelham.ca

Name or Organization or Firm: Alzheimer Society of Niagara Region	
Name and Title of Presenter(s): Teena Kindt on behalf of Board of Director	
Address: 403 Ontario Street, St. Catharines ON L2N 1L5	
Telephone: 905-687-3914	Email: tkindt@alzheimeriniagara.ca

Date of Meeting Requested: Wednesday January 10, 2024

How will you attend Council? ☒ In-person ☐ Electronically
 *The delegate shall notify the Clerk at least five (5) business Days in advance.

Subject matter to be discussed:	January is Alzheimer Awareness Month. A Board member will be speaking to Alzheimer's disease, the programs and services and that we are looking for Board members. The name of the speaker will be provided closer to the meeting date. Please note that the Alzheimer Society has spoken to council over the years about programs and services but such information changes and we wish to provide general awareness.
If not for information, identify the desired action requested:	

Have you previously spoken on this issue? ☐ Yes ☒ No
 If a group or individual has previously appeared as a delegate, a further delegation from the same group or individual on the same topic will not be permitted, unless there is significant new information to be brought forward.

Do you have presentation material or speaking notes? ☐ Yes ☒ No
 Delegations are required to provide the Clerk's department presentation materials for publication in Council's agenda package. Materials must be provided no later than 12 p.m. noon ten (10) days prior to the Meeting.

I have read and understand the Delegation Protocol attached to this form and understand that the information contained on this form, including any attachments submitted, will become public documents and listed on the Town's meeting agenda and posted to the Town's website. I also understand that as a participant of this meeting, I will be recorded and further understand that this recording will be posted to the Town of Pelham's YouTube Channel.

Rachel T Kindt Digitally signed by Rachel T Kindt
Date: 2023.12.11 16:40:36 -05'00'

Signature

December 11, 2023

Date

Delegation Protocols

The Clerk shall list a maximum of four (4) delegations per meeting. Delegations will be considered on a first come first serve basis, unless prioritized otherwise at the discretion of the Clerk, in consultation with the Chief Administrative Officer.

The purpose of the delegation process is to allow residents to make their views known to Council, based on the requirements of the Town of Pelham Procedural By-law. The views of interested citizens are valued and input is welcome, along with comments and constructive suggestions. Council must consider a large number of issues and concerns at any given time, thus the following protocol is observed:

1. The delegate shall arrive to the meeting by 8:45 am.
2. A presentation by a delegate, who is a member of the public, shall be a maximum of five (5) minutes (whether the Delegation consists of an individual or a group). A presentation by a delegate, who is a member of Town or Regional staff, shall be a maximum of twenty (20) minutes.
3. Where the delegate is a group of persons, a primary speaker is to be assigned to address Council.
4. Discussion topics, other than the subject matter of the written request to appear as a delegation, will not be permitted. Subsequent delegations on the same topic, without significant new information, will not be permitted.
5. A delegate shall not speak disrespectfully, use offensive language and/or disobey the rules of procedure or a decision of the Chair. Remarks or questions concerning topics identified within Section 28.7 of the Procedural By-law shall be immediately ruled out of order. A subsequent offense during the same presentation will result in the speaker forfeiting their right to speak. The Chair reserves the right to immediately end the delegation if the remarks are considered severe.
6. Upon completion of remarks, the speaker(s) will remain in position to allow for any questions from Members. Members may ask questions for clarification purposes. After completion of any questions, the speaker will be asked to be seated or will be placed into the waiting room of the Zoom meeting.
7. Delegations will not be permitted on items that will be the subject of an upcoming or closed public meeting pursuant to the *Planning Act*, unless exceptional circumstances apply, which have been reviewed and approved by Council. Persons should present their concerns and opinions at the scheduled Public Meeting where their comments can be considered along with other submissions.

Good morning Mayor Junkin and Council.

Thank you for the opportunity to speak with you. You may or may not be aware that January is Alzheimer's Awareness month and my colleague [Jennifer] and I are here on behalf of the Alzheimer Society Niagara Region and Foundation Board of Directors, to draw your attention to dementia and Alzheimer's disease, our organization, and our recently launched board recruitment campaign.

Can you imagine looking in a mirror and not recognizing the person looking back at you?

Dementia doesn't discriminate – it can affect anyone. **It is not** a normal part of aging.

No one is prepared for the impact that dementia has on a family. I can guarantee that there are several in this audience that know this firsthand, are probably caring for someone with dementia. I for one, have plenty of experience doing so...

For me, I first came to know the word Alzheimer's in my late teens and early 20s. My Grandmother was leaving sticky notes all over her house, writing my mom vexatious letters randomly, and leaving the stove burner on, forgetting how to turn it off.

And not long after, my in-laws struggled to support their Grampa who, before going into long term care, would wake and shower at 2 or 3am, thinking he was going to work, even though he retired 20 years earlier. And it wasn't until Grandpa's primary caregiver, Gram, at 77, suffered a heart attack, when Grampa went into care; shortly thereafter we lost her to a stroke, likely brought-on by the stress of caregiving for him up until that point. We felt this tragic.

And now my father, at 77, just 12 weeks ago, moved into long-term care in St. Catharines, because of vascular dementia.

Alzheimer's and dementia are clearly prevalent in my family, but this is not unique; Alzheimer's and dementia are prevalent in Niagara and Pelham.

- Alzheimer's disease is already the seventh-leading cause of death in Canada, continues to grow as a public health concern as the number of Canadians with dementia is rising dramatically.
- One in every ten individuals over 65 years of age has dementia.
- Every day, more than 350 people in Canada develop dementia. This is more than 15 every hour.
- In particular, as of 2021, Niagara's population over 65 is 21%, higher than the national 19%,
- Currently ~12,000 individuals [in Niagara] are living with dementia. We know this is higher, as it was with my family, many residents have not been diagnosed; reasons include:
 - lack of specialized geriatric services here



- unwillingness to get diagnosed and/or,
- denial that cognitive changes are actually happening to oneself or loved one.
- The Care partners of older adults with dementia provide 26 hours of care a week, on average
- and the combined health-care system and out-of-pocket caregiver costs are estimated at a staggering \$10.4 billion dollar per year to care for people living with dementia.

The Alzheimer Society of Niagara Region is a recognized leader in the field of Dementia Care.

The Alzheimer Society's 'First link' program is how my family started getting the support we needed. Through this program, we were validated, counseled and assisted with pursuing a diagnosis and the resources for appropriate care, for our loved-ones and ourselves.

In addition to supporting my family personally, the Society does tremendous work locally, and could do more for Pelham specifically.

It is important for families to access services and the resources that are available. It is a long difficult journey that families do not have to endure alone.

Our vision is a community where individuals with dementia and their care partners are fully supported to maximize their quality of life and well-being. Our service provision includes all individuals impacted - spouses, families, children and friends who also need education and support to facilitate lifestyle, health and wellness changes for their family member. A physician referral or diagnosis is not required.

Anyone concerned with cognitive changes should contact our First Link Coordinator.

We provide individual and family counselling, support groups, and a vast array of educational programs for both the person living with dementia and their care partners, separately and together. Throughout the region, several social and wellness programs offer a welcoming place where they can access information and support, as well as connect with others who share a similar experience.

We have an event calendar for all the times and locations for programs and services throughout the Region. As part of Awareness Month we are also offering various education forums. Visit our website at Alzheimer Niagara dot ca

After 5 years of amazing support in Linhaven, a Regional long-term care home in St. Catharines, my wife's Grampa passed away peacefully from dementia. Less than 2 years later, in October, my dad moved into the same long-term care home. The same staff were there to greet us warmly, but until Dad was placed there, we dealt with between 9 and 12 professionals, agencies and organizations, getting the medical and community support Dad (and Mom) needed. It was an impossible challenge, and the only entity that has



been there consistently, from the start, all along, providing continuity of care and support - our touchstone throughout - was and very much *still is* the Alzheimer Society of Niagara Region.

As of now, I'm on the Foundation Board - we fundraise to support the Society's annual budget - and Mom get's both personal counselling and group counselling in the Society's programs – all free of charge. At one point this included respite care for her and Dad as well.

The Alzheimer Society is an indispensable part of our lives and a critically important resource to all affected by dementia, in my experience.

The Society's local mission is sustained through the efforts of its staff and local volunteers, and the Boards that serve them. The Society does great work in Pelham, but we are not represented at the Board level here, and we should be. We need to be. Pelham deserves a local voice on such a critical issue to its community.

The Society has recently launched a board recruitment campaign: all information including the Board applications can be found on our website at Alzheimer Niagara dot ca

As a take-away of our presentation today, we ask the following of you:

1. Please reach out to your networks and share our message;
2. Find that one person in your network that should join us from Pelham or outside.
3. Share our presentation from today and please encourage them to go to our website and fill in a Board application online, anytime.

We will be hosting a zoom orientation at a date to be determined in late March. There are several opportunities for talented folks such as yourselves, or those you know, to get involved with, whether you have experience with healthcare, business, or fundraising – we, the Society, would very much like to connect with you.

Again, we thank you for your time and attention today. With your assistance, we can help today and provide more hope for Pelham families tomorrow.

Thank you.



JANUARY IS AWARENESS MONTH

The Alzheimer Society of Niagara Region The Alzheimer Society Niagara Foundation

#1-403 Ontario Street
St. Catharines, ON
905-687-3914

www.alzheimerniagara.ca





LANDMARK STUDY



In 2020, 597,300 individuals are living with dementia in Canada. By 2030, we can expect this number will reach close to 1 million.



350,000

care partners for people with dementia in 2020, giving an average of 26 hours of care per week.



21%

of Niagara's population is over 65. In comparison, for Canada, the proportion of seniors was 19.0% in 2021.



Dementia affects about 15% of Canadians aged 65 and older

61.8%

Persons Living with Dementia who are women in Canada

x3

The number of Canadians over the age of 85 is expected to triple by 2046



7%

People diagnosed in Ontario under the age of 65



In 2020, 10,333 people were diagnosis per month; 348 per day; 15 every hour

Programs and Services in Niagara

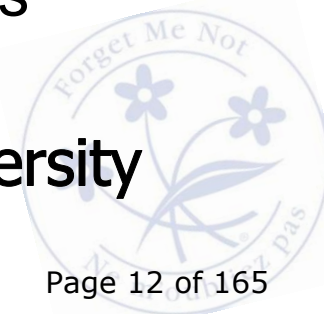
FIRST LINK PROGRAM

Connecting persons living with dementia and their care partners to information, support and services that they need as soon as possible and throughout their journey with dementia

www.alzheimerniagara.ca

- Counselling
- Education
- Support Groups
- Social & Recreation Programs
- Wellness Programs

**Join us for IG Walk for Alzheimer's Brock University
On May 26, 2024**



Board Recruitment Campaign

How can you help?

We are looking for Leadership across the Region

Do you have a connection to our mission?

Do you want to make a difference?

Do you want to enhance your own skills?

1. Download an application and fill in today

www.alzheimerniagara.ca

2. Attend an information session in late March

(More information available after completing application)



Any Questions??



REGULAR COUNCIL MINUTES

Meeting #: C-23/2023
Date: Wednesday, December 20, 2023
Time: 9:00 AM
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
Bob Lymburner
Jason Marr
Teresa Quinlin-Murphy
Jennifer Stirton
Vickie vanRavenswaay
Barbara Wiens
Holly Willford
Jodi Legros
Sarah Leach
William Tigert
Usama Seraj
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 9:00 a.m.

2. National Anthem

3. Land Recognition Statement

The Councillor Olson read the land acknowledgment into the record.

4. Approval of the Agenda

BE IT RESOLVED THAT the agenda for the December 20, 2023, Regular meeting of Council be adopted, as circulated.

Amendment:

Moved By Councillor Bob Hildebrandt
Seconded By Councillor Wayne Olson

THAT the agenda be amended to:

- **Include a verbal report from Councillor Hildebrandt regarding the NPEI;**
- **Move 11.1.3 and 11.1.6 to be heard before 7.1**

Carried

Motion as Amended:

Moved By Councillor Bob Hildebrandt
Seconded By Councillor Wayne Olson

BE IT RESOLVED THAT the agenda for the December 20, 2023, Regular meeting of Council be adopted, as amended.

Carried

5. Disclosure of Pecuniary Interests and General Nature Thereof

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

6. Adoption of Council Minutes

Moved By Councillor Brian Eckhardt
Seconded By Councillor Kevin Ker

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

1. C-22/2023 - Regular Council Meeting - December 06, 2023

Carried

7. Staff Report Requiring Action

11.2.6 HONK Agreement for Overnight Parking at the MCC, 2023-0275-Corporate Services

This item was heard before 7.1.

Moved By Councillor Kevin Ker
Seconded By Councillor John Wink

BE IT RESOLVED THAT Council receive Report # 2023-0272 - HONK Agreement for Overnight Parking at the MCC, for information;

AND THAT Council approve the authorized signing authorities for the Town of Pelham enter into a service agreement with HONK Mobile Inc. effective January 1, 2024 (Appendix 1).

Carried

11.2.3 2024 User Fee Approval, 2023-0265-Corporate Services

Item 11.1.3 was heard following 11.1.6, before 7.1.

Councillor Hildebrandt requested a staff report on the feasibility of implementing resident vs. non-resident fees for the Recreation, Culture, and Wellness Fees and Charges schedule. Councillor Ker supported this request.

Moved By Councillor John Wink

Seconded By Councillor Kevin Ker

BE IT RESOLVED THAT Council receive Report #2023-0265 - 2024 User Fees and Charges Report, for information;

AND THAT Council receive the 2024 User Fees and Charges and give consideration to adopting By-law 71-2023.

Carried

7.1 2024 Capital Budget for Approval, 2023-0277-Corporate Services

Moved By Councillor John Wink

Seconded By Councillor Shellee Niznik

THAT project IT 04-24 Mobile Ticketing System be removed from the 2024 Capital Budget in the amount of \$24,000.

Carried

Moved By Councillor Kevin Ker

Seconded By Councillor John Wink

BE IT RESOLVED THAT Council receive Report # 2023-0277 - 2024 Capital Budget for Approval, for information;

AND THAT Council receive the 2024 Capital Budget including all motions made by Council at the Committee of the Whole meeting on November 29, 2023;

AND THAT Council reduce the Ontario Community Infrastructure Fund (OCIF) allocated to Capital project RD 07-24 Road Rehabilitation by \$124,000, and increase the Capital Reserve Transfer by \$124,000.

Carried

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

9. Consent Agenda Items to be Considered in Block

Moved By Councillor Brian Eckhardt

Seconded By Councillor John Wink

BE IT RESOLVED THAT the Consent Agenda items as listed on the December 20, 2023, Council Agenda be received and the recommendations contained therein be approved:

9. Consent Agenda Items to be Considered in Block

9.1 Presentation of Recommendations Arising from Committee of Council, for Council Approval

9.1.1 SCOW-05-2023 - Special Committee of the Whole - November 29, 2023 (Capital Budget Meeting)

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

- 1. SCOW-05-2023 - Special Committee of the Whole - November 29, 2023 (Capital Budget Meeting)**

9.1.2 SCOW-06-2023 - Special Committee of the Whole - December 13, 2023 (Operating Budget Meeting)

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

- 1. SCOW-06-2023 - Special Committee of the Whole - December 13, 2023 (Operating Budget Meeting)**

9.2 Minutes Approval - Committee of Council

9.2.1 SCOW-05/2023 - Special Committee of the Whole, Capital Budget Meeting - November 29, 2023

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

1. **SCOW-05/2023 - Special Committee of the Whole, Capital Budget Meeting - November 29, 2023**

9.2.2 SCOW-07/2023 - Special Committee of the Whole, Operating Budget Meeting - December 13, 2023

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

1. **SCOW-07/2023 - Special Committee of the Whole, Operating Budget Meeting - December 13, 2023**

9.3 Staff Reports of a Routine Nature for Information or Action

9.3.1 Development Charges Background Study Update, 2023-0276-Corporate Services

BE IT RESOLVED THAT Council receive the Memo entitled Development Charges Background Study Update, report # 2023-0276-Corporate Services for information.

9.4 Advisory Committee Minutes for Information

9.4.1 Lincoln Pelham Union Public Library Board Meeting Minutes-November 21, 2023

BE IT RESOLVED that Council receive the November 21, 2023 Lincoln Pelham Union Public Library Board Meeting Minutes, for information.

9.5 Advisory Committee Correspondence for Information or Action

9.5.1 Joint Accessibility Advisory Committee Progress Report

BE IT RESOLVED that Council receive the Joint Accessibility Advisory Committee of Lincoln, West Lincoln, Pelham, Thorold, Niagara-on-the-Lake, Grimsby and Port Colborne Progress Report, for information.

Carried

10. **Consent Agenda Item(s) Lifted for Separate Consideration, if any**

11. **Presentation and Consideration of Reports**

Councillor Hildebrandt and Councillor Ker - NPEI Verbal Report

Moved By Councillor Brian Eckhardt

Seconded By Councillor John Wink

BE IT RESOLVED THAT Council receive the verbal update from Niagara Peninsula Energy Inc. from Councillor Hildebrandt and Councillor Ker, for information.

Carried

11.1 Staff Reports Requiring Action

11.1.1 Proposed Public Art Policy, 2023-0260-Clerks

Moved By Councillor Shellee Niznik

Seconded By Councillor Bob Hildebrandt

THAT Council defer consideration of the proposed Public Art Policy S100-16 to allow for review of the Policy by the Pelham Cultural Advisory Committee.

Carried

11.1.2 Dissolution of Pelham Sports and Leisure Council, 2023-0274-Town Solicitor

Moved By Councillor Wayne Olson

Seconded By Councillor Brian Eckhardt

BE IT RESOLVED THAT Council receive Report # 2023-0274 – Town Solicitor, for information;

AND THAT Council approve By-law No. 73-2023, being a by-law for dissolution of Pelham Sports & Leisure Council;

AND THAT Council provide direction on the allocation of any funds received from Pelham Sports & Leisure Council upon dissolution.

Carried

11.1.4 Demand Loan Payment and Establishment of Debt Repayment Reserve, 2023-0271-Corporate Services

Moved By Councillor John Wink

Seconded By Councillor Brian Eckhardt

BE IT RESOLVED THAT Council receive Report # 2023-0271 - Demand Loan Payment and Establishment of Debt Repayment Reserve, for information;

AND THAT Council approve the full payment of the demand loan in the amount of \$777,777.89 plus any accrued interest to be funded from the 2023 operating surplus;

AND THAT Council approve the establishment of a Debt Repayment Reserve Fund that will be funded from budgeted debt principal and interest payments from existing debentures when these debentures are fully paid up. These funds will be used for future debt payments and/or to replenish negative reserve balances.

Carried

11.1.5 Water and Wastewater Long-range Financial Plan 2024-2029, 2023-0272-Corporate Services

Moved By Councillor Kevin Ker

Seconded By Councillor Shellee Niznik

BE IT RESOLVED THAT Council receive Report #2023-0272-Corporate Services, for information;

AND THAT Council approve the Town of Pelham Water and Wastewater Financial Plan-O.Reg. 453/07 for the period January 1, 2024 to December 31, 2029.

Carried

12. Unfinished Business

13. New Business

14. Presentation and Consideration of By-Laws

Moved By Councillor Shellee Niznik

Seconded By Councillor Brian Eckhardt

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

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

1. By-law 68-2023 - Being a By-law to establish a system of administrative penalties for contraventions of designated non-parking By-laws and to repeal By-law No. 4352(2022).

2. By-law 69-2023 - Being a By-law to establish a system of administrative penalties for contraventions of designated By-laws respecting traffic and the parking, standing or stopping of vehicles and to repeal By-law No. 4353(2022).

3. By-law 70-2023 - Being a By-law to amend various by-laws designated under By-law No. 68-2023, being the Administrative Penalty Process By-law for Non-Parking By-laws, and various by-laws designated under By-law No. 69-2023, being the Administrative Penalty Process By-law for Traffic and Parking By-laws.

4. By-law 71-2023 - Being a by-law to amend By-law No. 3728(2016) to establish 2024 Fees and Charges to be collected by the Corporation of the Town of Pelham and to Repeal By-law No. 4504-2023 as amended.

5. By-law 73-2023 - Being a By-law for dissolution of the Pelham Sports & Leisure Council.

Carried

15. Motions and Notices of Motion

16. Resolution to Move In Camera

Moved By Councillor Bob Hildebrandt

Seconded By Councillor Wayne Olson

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

(b) - personal matters about an identifiable individual, including municipal employees and (d) - labour relations or employee negotiations - 1 item (CAO Performance Review)

Carried

17. Rise From In Camera

Moved By Councillor Wayne Olson

Seconded By Councillor Shellee Niznik

BE IT RESOLVED THAT Council adjourn the In Camera Session and that Council do now Rise with Report;

AND THAT the Chief Administrative Officer be and is hereby authorized to undertake the directions provided during the In Camera meeting of December 20, 2023.

Carried

18. Confirming By-Law

Moved By Councillor Bob Hildebrandt

Seconded By Councillor John Wink

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

Being a By-law No. 74-2023 to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Regular Meeting held on the 20th day of December, 2023.

Carried

19. Adjournment

The meeting adjourned at 11:54 a.m.

Moved By Councillor Wayne Olson

Seconded By Councillor Bob Hildebrandt

BE IT RESOLVED THAT this Regular Meeting of Council be adjourned until the next regular meeting scheduled for January 10, 2024 at 9:00 am.

Carried

Mayor: Marvin Junkin

Town Clerk: William Tigert

Recommendations of the Public Meeting under the *Planning Act* held December 13, 2023 – PCOW-11/2023

BE IT RESOLVED THAT COUNCIL HEREBY approves the following Recommendations Resulting from the Public Meeting under the *Planning Act* meeting of December 13, 2023:

- 1. THAT the agenda for the December 13, 2023, Public Meeting Under the Planning Act, Special Meeting of Committee of the Whole, be adopted as circulated.**
- 2. THAT Committee receive Report #2023-0251 for information as it pertains to File No. AM-10-2023;**

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

- 3. THAT Committee receive the applicant's presentation for information.**
- 4. THAT this Special Committee of the Whole, Public Meeting Under the Planning Act, be adjourned.**

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

Meeting #: PCOW-11/2023
Date: Wednesday, December 13, 2023
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 Brian Eckhardt,
Councillor Shellee Niznik

Staff Present: Barbara Wiens, Sarah Leach, Andrew Edwards

1. Call to Order and Declaration of Quorum

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

2. Land Recognition Statement

Councillor Ker read the land acknowledgment into the record.

3. Adoption of Agenda

Moved By Councillor Brian Eckhardt

THAT the agenda for the December 13, 2023, Public Meeting Under the Planning Act, Special Meeting of Committee of the Whole, be adopted as circulated.

Carried

4. Disclosure of Pecuniary Interest and General Nature Thereof

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

5. Planning Act Application: AM-10-2023 61 Port Robinson Road

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

5.1 Planning Report and Presentation

Andrew Edwards, Town Planner provided an overview of the application before Council. A copy is available through the Clerk.

5.1.1 AM-10-2023 - 61 Port Robinson Road - Information Report, 2023-0251-Planning

5.2 Applicant's Presentation

The Agent, Craig Rohe of UCC, provided an overview of the application before Council. A copy is available through the Clerk.

5.3 Public Input

Ms. Leach, Deputy Clerk, indicated there were no pre-registered speakers. She checked the clerks@pelham.ca email address at 5:50 p.m. and confirmed no e-mails had been received with regard to the subject application. Ms. Leach indicated the public comment portion of the application could be closed. The Committee agreed to close the public portion of the meeting and move to Committee input.

5.4 Committee Input

Councillor Niznik asked about Planning’s objection to the location of the driveway in front of the existing dwelling. Andrew Edwards, Town Planner, advised that urban design guidelines encourage driveways to be located at the side or rear of buildings. Mr. Edwards indicated he is working with the applicant to arrive at a mutual understanding.

Councillor Niznik asked if it was possible to deepen the setback. Barb Wiens, Director of Community Planning and Development, stated there is some flexibility as houses should be 3m and 6m setback from the street edge. Ms. Wiens indicated the garage needs to be setback at least 6m.

Concerning moving a hydro pole, Councillor Hildebrandt advised that “cost-effective” is subjective. Craig Rohe, Agent, agreed the cost varies by hydro authority.

Councillor Eckhardt expressed concern regarding parking, drainage, and underground infrastructure. Mr. Rohe advised that a preliminary Grading and Service Plan was provided with the application and identified the drainage pattern and strategy.

Councillor Ker expressed that he does not have difficulty with the double driveway as it appears a short-term situation.

Councillor Wink asked what assurances the Town has to ensure the dwelling on Part 2 will be demolished and redeveloped. Mr. Rohe advised that the clients intend to move swiftly, however, he will have further discussions with staff on the matter.

Councillor Ker identified that a double driveway would reduce the potential that a family would have to park on the street. Councillor Ker expressed that aesthetically, the parking would not be dramatically different than the surrounding neighbourhood.

5.5 Presentation of Resolutions

Moved By Councillor Wayne Olson

THAT Committee receive Report #2023-0251 for information as it pertains to File No. AM-10-2023;

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

Carried

Moved By Councillor John Wink

THAT Committee receive the applicant's presentation for information.

Carried

6. Adjournment

The meeting adjourned at 6:05 pm.

Moved By Councillor Brian Eckhardt

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

Carried

Mayor: Marvin Junkin

Deputy Clerk: Sarah Leach

Subject: Fenwick Decorative Gas Lamps**Recommendation:**

BE IT RESOLVED THAT Council receive Report #2024-0013 - Fenwick Decorative Gas Lamps, for information.

Background:

At its regular meeting of November 15, 2023, Council endorsed the following motion:

WHEREAS Downtown Fenwick has 17 decorative streetlights, comprised of 12 LED lights and five gas-lit;

AND WHEREAS Council for the Town of Pelham recognizes that gas-lit streetlights are costly to maintain due to glass replacement and operational costs, as well as their inability to produce sufficient lumens;

NOW THEREFORE BE IT RESOLVED THAT Council direct staff to prepare a report for Q1 of 2024 providing for efficient and sustainable options to replace the existing five decorative gas-lit streetlights in Fenwick.

This report serves to provide Council with general information related to the maintenance and operational costs of the decorative gas-lit lamps in the village of Fenwick, as well as the anticipated costs to replace the gas-lit lamps with an LED equivalent for future consideration.

Analysis:

In 2015, during the Downtown Fenwick Revitalization Project, six gas lamps were installed as decorative features to the street scape as prescribed in the Downtown Master Plan for Fenwick and Fonthill and endorsed by the Fenwick Revitalization Committee. The purpose of the gas lamps is to improve the public realm by providing a "historic" feel and enhance the night experience. Illumination of roadway and pedestrian facilities is provided by the other lighting elements installed along the street.

The total cost of installing the six gas lamps, including underground conduit and fuel lines was \$26,000. The expense was funded through the 2015 revitalization

project, as well as a donation received from the Christopher Family and Young Sod Farm toward the installation of the lamps.

All six gas lamps were installed near the intersection of Canboro Road and Maple Street to coincide with the Fenwick Flagpole as the focal point of the revitalization project (appendix A).

The gas lamps are serviced through fuel lines originating from a single gas meter located in a flower bed on the North/East Corner of the intersection of Canboro Road and Maple Street. The average monthly gas bill to service all six lamps is \$150 or \$1800 a year.

Town staff have experienced three maintenance items related to the operation of the lamps.

1. The 24v automatic Gas Light Igniter (Ion Sensor) – Open Flame Burner. The Gas Light Igniter is a sealed unit that includes a photoelectric sensor, the flame sensor and burner valve. The replacement cost for the unit is \$650. To date only one Gas Light Igniter has been replaced.
2. The 24v transformer – The 24v transformer powers the sensors and valve actuator on the gas light igniter units. The replacement cost of a transformer is \$20. Failure of the 24v transformer is the cause of the vast majority of repairs.
3. The Gas Lamp Globes. The manufacturer of the gas lamps that were installed in Fenwick is no longer in business, and replacement globes are not available from lighting suppliers. Replacement globes must be purchased from a custom glass shop at a cost of \$1200 a globe. To date five globes have been replaced.

Staff met with several lighting contractors to inquire about the costs of replacing the gas lamps with decorative electric LED lamps of a similar look and nature. As the decorative gas lamps are already serviced with 110v power the projected cost of replacement ranged between \$15,000, if the fixtures can be replaced without changing the bases or posts, and \$40,000 for complete replacement with some allowance for additional electrical work if required.

If the gas lamps are replaced with an electrical equivalent, or removed without replacement, the fuel lines and natural gas service must be decommissioned. The cost of decommissioning the natural gas service including termination of the account, removal of the meter, and cutting the service off at the natural gas main, and restoration of the excavation is projected to cost \$10,000.

Financial Considerations:

There are no financial considerations pertaining to this report. The cost of operating the gas lamps represent 0.1% of the Facilities Operating Budget.

Alternatives Reviewed:

This report is intended for information only. No further alternatives were reviewed.

Strategic Plan Relationship: Infrastructure Investment and Renewal

The gas lamps were meant to be a decorative feature to enhance the public space in Downtown Fenwick as well as provide an "historic" feel.

Consultation:

The Facilities Technician was consulted in the preparation of this report.

Other Pertinent Reports/Attachments:

Appendix A – Gas Lamp Lay Out

Prepared and Recommended by:

Ryan Cook, Dipl.M.M., CRS
Manager of Public Works

Jason Marr, P. Eng.
Director of Public Works

Prepared and Submitted by:

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



Legend

Points



Override 1



Override 2

Road Labels

Address Points



Assessment Parcels



Municipal Boundaries

0 0 0.01 0.02 0.03

0.03

Date: 2023-12-28 Time: 1:24 PM

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Niagara Navigator





THE CORPORATION OF THE TOWN OF LINCOLN

NOTICE OF MOTION

INTRODUCTION DATE: December 13, 2023

SUBJECT: Comprehensive Review and Overhaul of the Emergency Management and Civil Protection Act, 1990

CONSIDERATION DATE: December 13, 2023

REQUESTED BY: Deputy Mayor/Councillor John D. Pachereva

SECONDED BY: Mayor Sandra Easton

WHEREAS the *Emergency Management and Civil Protection Act, 1990*, and its regulations were established to provide a framework for managing emergencies and civil protection in Ontario and has remained largely unchanged for nearly 20 years; and

WHEREAS municipalities across the Province of Ontario are encountering a range of emerging situations that are diverse and increasingly complex that were not adequately envisioned when the *Act* was drafted; and

WHEREAS the evolving nature of emergencies, including but not limited to pandemics, cyber threats, climate-related events, mental health crises, and homelessness, requires a modernized and comprehensive legislative framework to empower municipalities to effectively respond and protect their communities;

WHEREAS the ability for municipalities to share emergency management resources and services (e.g., two or more municipalities sharing a Community Emergency Management Coordinator) is effectively impeded by restrictive language in the *Act* and regulations, which leads to inefficiencies, duplication of efforts, and impediments to the ability of municipalities to maintain robust emergency management programs in their respective communities; and

WHEREAS the evolving nature of emergencies and crises requires an updated and comprehensive approach to ensure the *Act* effectively addresses modern challenges and address gaps in the current legislation; and

WHEREAS a thorough review and overhaul of the *Act* and its regulations will enhance the capacity of municipalities to prevent, mitigate, prepare, respond and recover from various unforeseen and emergent circumstances; and

THEREFORE, BE IT RESOLVED THAT Town of Lincoln Council urges the Province of Ontario to engage in a consultative process with municipalities, emergency management professionals, and relevant stakeholders to gather input and insights for the development of updated legislation that reflects the current needs and realities of local communities; and

FURTHER RESOLVED THAT Town of Lincoln Council and its staff will actively collaborate with the Province of Ontario during the review process, providing necessary information, feedback, and expertise to contribute to the development of a robust and effective emergency management framework; and

FURTHER RESOLVED THAT Town of Lincoln Council request the Provincial Government to undertake a comprehensive review and overhaul of the *Emergency Management and Civil Protection Act, 1990*, and its regulations to better align with the current and future needs of municipalities in addressing emergent and evolving situations; and

FURTHER RESOLVED THAT this resolution be communicated to the Provincial Government, emphasizing the urgency and importance of this undertaking in safeguarding the well-being and safety of our communities and Town of Lincoln Council encourages other municipalities to adopt similar resolutions in support of this critical initiative;

AND FURTHER RESOLVED THAT a copy of this resolution be circulated to the Premier of Ontario, the Minister of Municipal Affairs and Housing and Treasury Board Secretariat, and Minister of Small Business and Red Tape Reduction, Niagara four MPs; Niagara's four MPPs; the Association of Municipalities of Ontario (AMO); the Federation of Canadian Municipalities (FCM), the Regional Municipality of Niagara and the 12 Local Area Municipalities in Niagara.

Administration

Office of the Regional Clerk

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

Telephone: 905-980-6000 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

December 22, 2023

CL 16-2023, December 14, 2023

PWC 11-2023, December 5, 2023

PW 53-2023, December 5, 2023

LOCAL AREA MUNICIPALITIES

SENT ELECTRONICALLY

Waste Management By-law Update

PW 53-2023

Regional Council, at its meeting held on December 14, 2023, passed the following recommendation of its Public Works Committee:

That Report PW 53-2023, dated December 5, 2023, respecting Waste Management By-law Update, **BE RECEIVED** and the following recommendations **BE APPROVED**:

1. That By-law No. 2022-32 being A By-law to Regulate the use of the Waste Management System for The Regional Municipality of Niagara (short title being the "Waste Management By-law"), as amended, **BE FURTHER AMENDED** to reflect the changes set out in in Appendix 1 of Report PW 53-2023;
2. That the necessary amending By-law **BE PREPARED** and **PRESENTED** to Council for consideration; and
3. That Report PW 53-2023 and a final copy of the consolidated By-law, **BE CIRCULATED** to the Local Area Municipalities for information.

A copy of PW 53-2023 and By-law No. 2023-91 are enclosed for your reference.

Yours truly,



Ann-Marie Norio

Regional Clerk

js

CLK-C 2023-144

cc: M. Singzon, Manager, Collection & Diversion Operations
N. Coffey, Executive Assistant to the Commissioner, Public Works
T. Ricketts, Commissioner, Public Works

Subject: Waste Management By-law Update

Report to: Public Works Committee

Report date: Tuesday, December 5, 2023

Recommendations

1. That By-law No. 2022-32 being A By-law to Regulate the use of the Waste Management System for The Regional Municipality of Niagara (short title being the “Waste Management By-law”), as amended, **BE FURTHER AMENDED** to reflect the changes set out in in Appendix 1 of Report PW 53-2023;
2. That the necessary amending By-law **BE PREPARED** and **PRESENTED** to Council for consideration; and
3. That Report PW 53-2023 and a final copy of the consolidated By-law, **BE CIRCULATED** to the Local Area Municipalities for information.

Key Facts

- The purpose of this report is to seek Committee’s approval to amend the Waste Management By-law.
- The Blue Box Regulation under the provincial Resource Recovery and Circular Economy Act, 2016 assigns responsibility for the residential Blue Box program operations to the producers, including collection with all Ontario communities transitioning between July 1, 2023, and December 31, 2025. Niagara Region’s transition date is January 1, 2024.
- On July 20, 2023, Niagara Region Council approved the recommendation not to continue to provide curbside recycling services to ‘eligible’ properties as defined in the Blue Box regulation (i.e., residential, and multi-residential properties and non-profit long-term care and retirement homes, schools, and some public spaces) on behalf of producers starting January 1, 2024.
- On September 21, 2023, Niagara Region Council approved the continuation of the co-collection of recyclables from ‘non-eligible sources’, as defined in the Blue Box Regulation (i.e., industrial, commercial, institutional properties) during the transition period of January 1, 2024, to December 31, 2025.

- The recommended updates to the Waste Management By-law are required to reflect the change in service delivery under the new provincial Blue Box Regulation and the change in Niagara Region's scope of responsibility as of January 1, 2024.
- Further updates may be required to the Waste Management By-law in 2024 pending the outcome of Continuous Improvement Fund's (CIF) work that is currently being completed on behalf of municipalities.

Financial Considerations

There are no anticipated financial implications with the proposed updates of this By-law.

Analysis

Waste Management By-law

The purpose of the Waste Management By-law is to regulate and control the use of Niagara Region's waste management system. Since coming into effect in October 1999, the Waste Management By-law has regularly been revised to improve clarity of by-law provisions and reflect changes to waste programs, collection services and requirements.

The recommended update to the Waste Management By-law is required to reflect the change in service delivery under the new provincial Blue Box Regulation and the change in Niagara Region's scope of responsibility as of January 1, 2024.

Changes to the existing Waste Management By-law are required in the following sections:

- Part I (Definitions) require amendments to existing terms and addition of new terms to be defined related to the new Blue Box Regulation.
- Part II (Collection Services) require amendments to sections pertaining to Blue Box and Grey Box Material collection and improve existing wording.
- Part III (Collection Restriction and Responsibilities) require amendments to reflect that the Region is no longer responsible for residential Blue Box and Grey Box Material and improve existing wording.
- Part IV (Regional Drop Off Locations) and Part V (Regional Drop Off Location Restriction and Responsibilities) require changes in the requirements for Material drop off at the Region's public drop off depots.

- In Part IX (General) to provide updated contact information for customer service.
- Table 2 (Recycling Container Limits) of Schedule A of the By-law is required to be updated to reflect the change in Niagara Region's scope of responsibility for Blue Box and Grey Box recycling collection.

The recommended changes to the Waste Management By-law are presented in Appendix 1.

Following the completion of CIF's work and any further knowledge sharing, staff will consider whether any further updates are required to the Waste Management By-law. The CIF's mandate is to improve the effectiveness and efficiency of Ontario's municipal Blue Box programs, however, more recently, their focus has been assisting municipalities with issues related to the Blue Box transition, including the need to refresh municipal waste management by-laws as a result of the sweeping changes to the blue box program.

Additionally, future updates may be necessary to reflect the prevailing landscape of the provincial Blue Box Regulation as of January 1, 2026 (post transition period), which will present the opportunity to incorporate lessons learned and future Council directions.

Alternatives Reviewed

The alternative considered was to maintain status quo and a "wait and see" approach to gather more information following Niagara Region's transition on January 1, 2024, before implementing an amendment to the Waste Management By-law. In doing so, any lesson learned, and future Council directions can be incorporated. This alternative is not recommended because of the significant need to define Niagara Region's scope of responsibility with respect to delivering waste management services and incorporate changes to the Blue and Grey Box recycling collection program as of January 1, 2024.

Relationship to Council Strategic Priorities

The amendments to the Waste Management By-law are part of the continuous improvement process that is responsive to changing regulatory requirements and opportunities to improve the delivery of standard level of waste management services which supports Council Strategic Priority of an Effective Region.

Other Pertinent Reports

PW 34 -2020 Solid Waste Management By-Law Update

PW 19-2022 Waste Management System By-law

Prepared by:

Mariano Singzon
Manager, Collection & Diversion Ops.
Waste Management Services, Public
Works

Recommended by:

Terry Ricketts
Commissioner
Public Work

Submitted by:

Ron Tripp, P.Eng.
Chief Administrative Officer

This report was prepared in consultation with Brian Wilson, Legal Counsel, and reviewed by Renee Muzzell, Manager, Program Financial Support and Catherine Habermehl, Director, Waste Management Services

Appendices

Appendix 1 Proposed Changes to Waste Management By-law

Proposed Changes to Waste Management By-law (By-law 2022-32)

1. In Part I – Definitions

- a) Delete section 1.4 and replace with "As Designated" means as designated by the Region from time to time by the Commissioner of Public Works or their designate. It is anticipated that the Region's diversion programs, and related requirements will continue to evolve as new methods and Materials emerge. These changes will be implemented on an "As Designated" basis.
- b) Delete section 1.5 and replace with "Blue Box" means a collection container available from the Region or approved alternative as set out in Section 8 of this By-law or As Designated, used to set out Blue Box Material for collection under the Region's diversion program.
- c) Delete section 1.6 and replace with "Blue Box Material" means packaging or packaging-like products as defined under Ontario Regulation 391/21, as amended from time to time, accepted for curbside collection or accepted as part of the Region's diversion program under its drop off depot service. The Blue Box Material(s) are Plastic Packaging, Metal Packaging, Glass Packaging including gable top containers and aseptic containers.
- d) Delete section 1.8 (g) and replace with "glass packaged in cardboard and labelled glass".
- e) Delete section 1.10 and replace with "Cart" means an approved container as set out in section 8, 10 and 11 of this By-law or As Designated, used to set out Blue Box and Grey Box Material for Types C-F Premises, or Green Bin Material for Types B-F Premises as set out in Schedule "A" to this By-Law."
- f) Insert new definition as new section 1.15 "Common Collection System" means the province-wide collection system for collecting Blue Box and Grey Box materials that is operated by Producer Responsibility Organizations (or PROs) on behalf of producers.
- g) Delete section 1.18 and replace with "'Construction, Renovation and Demolition" Material includes but is not limited to windows, tile, drywall, lumber, doors, metal, PVC pipe and other building Materials As Designated by the Region.
- h) Insert new definition as section 1.26 "Eligible Source" means any residence or facility in an eligible community (i.e., residences, multi-residential properties, residential component of mixed-use properties,

some schools, some public spaces and some long-term care and retirement homes)., as defined in O. Reg. 391/21 as amended from time to time for the purpose of determining eligibility in the province's full producer responsibility Common Collection System.

- i) Change section 1.31 to include (i.e. not torn in half) in the definition of "Garbage Tags."
- j) Change section 1.34 to strike out "dryer lint" in the definition of "Green Bin Material."
- k) Delete section 1.35 and replace with "Grey Box" means a collection container available from the Region or approved alternative as set out in Section 11 of this By-law or As Designated, used to set out Grey Box Material under the Region's diversion programs.
- l) Delete section 1.36 and replace with "Grey Box Material" means packaging and packaging like products defined under Ontario Regulation 391/21, as amended from time to time, accepted for curbside collection or accepted as part of the Region's diversion program. The Grey Box Material(s) are Paper Products and Paper Packaging including paper laminates, kraft paper carry-out bags, kraft paper – non-laminated, corrugated cardboard, boxboard and other paper packaging.
- m) Delete term "Large Rigid Plastics and reinsert term as new section 1.63 "Rigid Plastic" means hard plastic items that are not accepted for Curbside Collection but are accepted as part of the Region's diversion programs for drop off depot service only such as but not limited to discarded and broken recycling containers, buckets, pails, pots, crates, trays, baskets, totes, toys, pools, furniture, chairs and car seats with no other parts, metal or Material attached. Rigid plastic items do not include plastic coolers, piping, siding or any plastic that also contain or have attached any wood, metal, insulation, rubber and non-plastic components. Batteries must be removed.
- n) Change section 1.44 to strike out the "recycle" and replace with "divert from disposal".
- o) Delete section 1.47 (e) and replace with motor vehicles or automotive parts including tires.
- p) Insert new definition as new section 1.56 "Producer Responsibility Organization (PRO)" means private enterprises established to contract with producers to meet their obligations under the Blue Box regulation which includes establishing or operating a collection and management

system, promotion and education system, preparing and submitting reports, customer service and representing producers for any purposes under the extended producer responsibility under the new Blue Box Regulation (O.Reg 391/21 as amended from time to time). Circular Materials Ontario (CMO) has been selected as the lead PRO in the province to oversee the new Blue Box program on behalf of the producers.

2. In Part II – Collection Services

a) Under section 2 “General Collection Provision”,

- i. Add new subsection 2.2 “As of January 1, 2024, the Region will transition to extended producer responsibility and will no longer provide Blue Box and Grey Box collection services for Eligible sources under the provincial Common Collection System”;

b) Under section 5 “Brush”

- i. Delete subsection 5.2 and replace with Brush are only collectable from a Type A Premises as defined in Schedule “A” to this By-law. Further information on the collection of Bulky Goods is available from the sources noted in Section 54 of this By-law.

c) Under section 6 “Bulky Goods”

- i. Delete subsection 6.1 and replace with “Bulky Goods are only collectable from a Type A Premises as defined in Schedule “A” to this By-law. Further information on the collection of Bulky Goods is available from the sources noted in Section 54 of this By-law.”
- ii. Delete subsection 6.3 and replace with “The Owner must arrange in advance with the Region's collection contractor for the scheduled collection of Bulky Goods As Designated. Information on how to schedule collection is available from the sources noted in Section 54 of this By-law.”
- iii. Delete subsection 6.7 and replace with “Glass, not including windows, are collectable as Bulky Goods if:
 - a. placed in a separate, sturdy, walled container to be collected with its glass shard contents, and secured so as to remain closed and to protect the safety of collection personnel;
 - b. labelled appropriately (i.e. "Glass"); and
 - c. large glass pieces (greater than 1.5ft by 1.5ft) must be removed from any bulky item, packaged or wrapped separately in a cardboard, bubble wrap or another approved

packaging Material, and appropriately labelled (i.e. " Glass") to protect the safety of collection personnel."

d) Under section 7 "Christmas Trees"

- i. Delete subsection 7.1 and replace with "Christmas Trees shall be set out for Curbside collection without wrapping, bagging, tinsel, lights or any other decorations, in accordance with the schedule of collection days and times As Designated. Further information on the collection of Christmas Trees is available from the sources noted in Section 54 of this By-law."

e) Under section 8 "Blue Box Material"

- i. Delete subsection 8.1 (a) i and replace with "in designated recycling containers (Blue Box/Cart) only for Type C-F Premises as set out in Schedule "A" to this By-law available from the Region; or
- ii. Delete subsection 8.1 (a) ii and replace with "in a Cart only for Type C-F Premises as set out in Schedule "A" to this By-law for"; or
- iii. Delete subsection 8.1 (a) iv "in transparent plastic bags"; or
- iv. Delete subsection 8.1 (b) iii and replace with "Carts for Type C-F Premises are exempt from 8.1 (b) (i) and (b) (ii)"; and
- v. Delete subsection 8.3 and replace with "Further information on the collection of Blue Box Materials is available from the sources noted in Section 54 of this By-law."

f) Under section 9 "Leaf and Yard Material"

- i. Delete subsection 9.4 and replace with "Further information on the collection of Leaf and Yard Material is available from the sources noted in Section 54 of this By-law."

g) Under section 10 "Green Bin Material"

- i. Delete subsection 10.5 and replace with "Further information on the collection of Green Bin Material is available from sources noted in Section 54 of this By-law."

h) Under section 11 "Grey Box Material"

- i. Delete subsection 11.1 (a) i and replace with "in designated recycling containers (Grey Box/Cart) only for Type C-F Premises as set out in Schedule "A" to this By-law available from the Region; or
- ii. Delete subsection 11.1 (a) ii and replace with "in a Cart only for Type C-F Premises as set out in Schedule "A" to this By-law"; or

- iii. Delete subsection 11.1 (a) iv “in transparent plastic bags”; or
 - iv. Delete subsection 11.1 (b) iii and replace with “Carts for Type C-F Premises are exempt from section 11.1 (b) (i) and (b) (ii)”;
 - v. Delete subsection 11.3 and replace with “Further information on the collection of Grey Box Material is available from sources noted in Section 54 of this By-law.”
- i) Under section 13 “Collection Limits and Procedure for Garbage Exemptions”
- i. Delete subsection 13.1 (b)(iii) and replace with “Information on Garbage Tags is available from the sources noted in Section 54 of this By-law.”
 - ii. Delete subsections 13.2 (a) and replace with “for Type A Premises, As of January 1, 2024, the Region will no longer provide Blue Box and Grey Box collection services for this property type and this will be under the provincial Common Collection System.”
 - iii. Delete subsection 13.2 (b) and replace with for “Type B Premises, As of January 1, 2024, the Region will no longer provide Blue Box and Grey Box collection services for this property type and this will be under the provincial Common Collection System”.
 - iv. Delete subsection 13.2 (c) and replace with “for Type C and D Premises, an Owner may set out for collection unlimited Blue and Grey Boxes or Carts, but will be subject to review by the Region to ensure that efficient and cost effective services are maintained.”
 - v. Delete subsection 13.2 (d) and replace with “for Type E and F Premises, an Owner may set out for collection up to a combined total of eight (8) Blue and Grey Carts or the equivalent number of units as determined solely by the Region. Type E Premises that consistently exceed the eight (8) Cart equivalent limit with Boxes or bundles, as solely determined by the Region, will be encouraged to use Carts. If the Owner of a Premises fails to switch to Cart collection, despite the Region's attempts to encourage the switch, the Region may, at their discretion, and upon written notice to the Owner, cease collection from the Premises until such time as the property switches to adequate Cart collection, to the satisfaction of the Region”.
 - vi. Delete subsection 13.4 and replace with “In all cases, except for the provision under section 2.2, the Material collected during collection

must be Material generated at the self-contained unit for Type A Premises or on the Premises for Type B-F Premises.”

- vii. Delete subsection 13.6 and replace with “To be eligible for Garbage collection services, Premises that are eligible to receive recycling collection services under the provincial Common Collection System must utilize the provincial recycling collection program and the Region’s organics collection services. Premises which are not eligible to participate in the provincial recycling collection program under the provincial Common Collection System must utilize both the Region’s Blue/Grey Box Material and Green Bin Material collection service. This applies to both base and enhanced service, where applicable.”
- viii. Delete subsection 13.8 and replace with “Any Type C-F Premises, as shown in Schedule “A”, which is not eligible to receive recycling collection services under the provincial Common Collection System that retain private service for Blue or Grey Box Material collection will not be eligible for Regional collection services. An exemption to this clause applies for regional and municipal facilities, Regional Agencies, Boards and Commissions, as well as Registered Charities, subject to application and approval by the Region.”

3. In Part III – Collection Restrictions and Responsibilities

a) Under section 14 “Collection Restrictions and Responsibilities”

- i. Delete subsection 14.2 and replace with “The Owner of Premises shall set out for collection the Classes of Collectable Material at the locations as shown in Section 15, in the manner of, and in accordance with the schedules of collection days As Designated. See Section 54 of this By-law for further sources of schedule and Material preparation information.”

b) Under section 19 “Ownership”

- i. Delete subsection 19.1 and replace with “Except for Blue Box and Grey Box Material that are collected under the provincial Common Collection System, all other properly prepared and separated Collectable Material set out within the designated times becomes the property of the Region upon pick-up or other receipt by authorized employees or contractors of the Region.”

4. In Part IV – Regional Drop Off Location

- a) Under section 24 Acceptable Drop-off/Recycling Material
 - i. Delete subsection 24.2 and replace with “There may be locations where less than this full list may be Acceptable. Consult the sources listed in Section 54 for further information.”
- b) Under section 25 Acceptable Composting Material
 - i. Delete subsection 25.2 and replace with “There may be locations where less than this full list may be Acceptable. Consult the sources listed in Section 54 for further information.”
- c) Under section 35 “Refusal”
 - i. Delete subsection 35.1 and replace with “The Region reserves the right to refuse to accept for drop-off any Material for operational and material handling reasons.”

5. In Part V – Regional Drop Off Location Restriction and Responsibilities

- a) Delete subsection 35.1 and replace with “The Region reserves the right to refuse to accept for drop-off any Material for operational and/or material handling reason.”
- b) Add subsection 35.2 “The Region reserves the right to refuse to accept for drop-off Acceptable Blue Box and Grey Box Material or Household Hazardous Waste Material of large commercial quantity as determined by the Region.”

6. In Part IX – General

- a) Under section 54 “Further Information on Material Preparation”
 - i. Delete subsection 54.1 and replace with “More detailed instructions on preparation of Material for collection or drop off at a Regional Drop-Off Location are available on the Region's website at www.niagararegion.ca or in publications updated and distributed by the Region from time to time or by contacting the Waste Info-line Monday to Friday, 8:30am – 4:30pm, at 905-356-4141 or Toll-free at 1-800-594-5542.
 - ii. Add subsection 54.2 More detailed instructions on preparation of Blue Box Material and Grey Box Material not collected by the Region and falls under the Provincial Common Collection System along with related customer service inquiries are available at the Producer Responsibility Organization (PRO) website circularmaterials.ca/on

7. That Table 2 (Recycling Container Limits) of Schedule A of By-law 2022-32 be deleted and replaced with the following:

Table 2: Recycling Container Limits

Type of Premises (as Assessed by MPAC or as defined under O. Reg. 391/21)	Container Limit	Collection Frequency
C. Premises used for one or more institutional, commercial or industrial purposes inside Designated Business Area and Bed and Breakfasts with four (4) or more bedrooms inside Designated Business Areas.	Unlimited	Weekly
D. Mixed use Premises used for one or more institutional, commercial or industrial and residential purposes inside Designated Business Area.	Commercial Component Only: Unlimited Residential Component: Provided through the Provincial Common Collection System.	Weekly
E. Premises used for one or more institutional, commercial or industrial purposes outside Designated Business Area and Bed and Breakfasts with four (4) or more bedrooms outside Designated Business Areas are Type E Premise.	Combined limit of the eight (8) Blue and Grey Carts or the equivalent in Blue and Grey Boxes as determined solely by the Region.	Weekly

Type of Premises (as Assessed by MPAC or as defined under O. Reg. 391/21)	Container Limit	Collection Frequency
F. Mixed use Premises used for one or more institutional, commercial or industrial and residential purposes outside Designated Business Area.	<p>Commercial Component Combined limit of the eight (8) Blue and Grey Carts or the equivalent in Blue and Grey Boxes as determined solely by the Region.</p> <p>Residential Component: Provided through the Provincial Common Collection System.</p>	Weekly

THE REGIONAL MUNICIPALITY OF NIAGARA

BY-LAW NO. 2022-32

A BY-LAW TO REGULATE THE USE OF THE WASTE
MANAGEMENT SYSTEM FOR THE REGIONAL MUNICIPALITY
OF NIAGARA

WHEREAS on April 11, 1996, Regional Council adopted By-laws 8280-96, 8281-96 and 8282-96 to assume from the twelve area municipalities all waste management powers conferred by any Act upon the area municipalities;

WHEREAS Section 11(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, provides that an upper tier municipality may pass By-laws respecting waste management subject to the requirements set out in the Act;

WHEREAS Section 227 of the *Municipal Act, 2001*, provides that it is the role of the officers and employees of the municipality to carry out duties required under this or any other Act and other duties as assigned by the municipality;

WHEREAS Section 425 of the *Municipal Act, 2001* provides that a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

WHEREAS Section 446(1) of the *Municipal Act, 2001* provides that if a municipality has the authority under this, or any other Act, or under a by-law under this Act, or any other Act, to direct or require a person to do a matter of thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

WHEREAS Section 446(3) of the *Municipal Act, 2001* provides that the municipality may recover the costs of doing a matter or thing under subsection 446(1) from the person directed or required to do it, by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

WHEREAS By-law No. 2017-56 was passed by Regional Council on May 15, 2017, and this by-law has been in place to regulate the use of the waste management system for The Regional Municipality of Niagara;

WHEREAS By-law No. 2017-113 was passed by Regional Council on December 7, 2017, being a by-law to amend By-law No. 2017-56, and By-law No. 2020-62, was passed by Regional Council on September 17, 2020, being a by-law to amend By-law No. 2017-56; and By-law No. 2021-06, was passed by Regional Council on January 21, 2021, being a by-law to amend By-law No. 2017-56;

WHEREAS legislative updates have occurred, along with a desire to repeal and replace By-law No. 2017-56 with this By-law;

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

PART I - DEFINITIONS

1. The following terms are defined for purposes of this By-law:

- 1.1 "Agencies, Boards and Commissions" means a self-governing organization that delivers services for the Region, including Niagara Regional Housing, Niagara Regional Police Service and Niagara Peninsula Conservation Authority.
- 1.2 "Amnesty Week" means the two (2) weeks that follow Christmas Day where, in addition to the regular Garbage limit, selected Premises can place additional Garbage to the curb for collection without a Garbage Tag on the regular Garbage collection day(s).
- 1.3 "Area Municipality" means any one of the municipalities or corporations of the Town of Fort Erie, Town of Grimsby, Town of Lincoln, City of Niagara Falls, Town of Niagara-on-the-Lake, Town of Pelham, City of Port Colborne, City of St. Catharines, City of Thorold, Township of Wainfleet, City of Welland, or Township of West Lincoln.
- 1.4 "As Designated" means as designated by the Region from time to time by the Commissioner of Public Works or their designate. It is anticipated that the Region's diversion programs, and related requirements will continue to evolve as new methods and Materials emerge. These changes will be implemented on an "As Designated" basis.

- 1.5 "Blue Box" means a collection container available from the Region or approved alternative as set out in Section 8 of this By-law or As Designated, used to set out Blue Box Material for collection under the Region's diversion program.
- 1.6 "Blue Box Material" means packaging or packaging-like products as defined under Ontario Regulation 391/21, as amended from time to time, accepted for curbside collection or accepted as part of the Region's diversion program under its drop off depot service. The Blue Box Material(s) are Plastic Packaging, Metal Packaging, Glass Packaging including gable top containers and aseptic containers.
- 1.7 "Brush" means woody Material including twigs, tree limbs or branches.
- 1.8 "Bulky Goods" means large household items which are Collectable Material that cannot fit into a normal Garbage Container and may be overweight (excluding construction/demolition Material). Some examples include, but are not limited to, the following:
- (a) artificial Christmas trees;
 - (b) box spring, mattress, and bed frame;
 - (c) carpet or rugs in compact rolls/bundles not exceeding 1.5 metres (4.5 ft) in length and 0.76 metres (2.5 ft) in diameter and tied;
 - (d) couches, sofa, chair;
 - (e) floor lamps;
 - (f) furniture (for example, tables, cabinets, dressers);
 - (g) glass packaged in cardboard and labelled "glass";
 - (h) large toys;
 - (i) pool cover and solar blankets in compact rolls/bundles not exceeding 1.5 metres (4.5 ft) in length and 0.76 metres (2.5 ft) in diameter and tied;

- (j) toilets or sinks that are individual and not part of construction and demolition;
 - (k) other collectable Material that cannot fit in a garbage container;
 - (l) water softening units; and
 - (m) other household items, as designated by the Region.
- 1.9 "By-law" means this by-law and any schedule(s) and/or appendices to this By-law as they may be amended from time to time.
- 1.10 "Cart" means an approved container as set out in section 8, 10 and 11 of this By-law or As Designated, used to set out Blue Box and Grey Box Material for Types C-F Premises, or Green Bin Material for Types B-F Premises as set out in Schedule "A" to this By- Law.
- 1.11 "Care and Control" means Material shall be deemed to have been within the care and control of a Person at a point in time if the Material included any Material typically associated with or used by that Person and shall include but is not restricted to the following Materials:
 - (a) mail and other paper products bearing the name, address or other identifying characteristics typically associated with that Person;
 - (b) Material that can on a balance of probabilities be shown to have been purchased by that Person;
 - (c) Material that can on a balance of probabilities be shown to have originated from Premises with respect of which a Person is considered an Owner and during the time the Person was considered an Owner; or
 - (d) Materials that can on a balance of probabilities be shown to have been transported in a motor vehicle owned or under the Care and Control of the Person.
- 1.12 "Christmas Trees" means naturally grown evergreen trees without tinsel, decorations, ornaments or tree lights.

- 1.13 "Christmas Trees, Artificial" means trees manufactured from manmade Material.
- 1.14 "Collectable" means Material which may be collected at Curbside or a collection point approved by the Region pursuant to this By-law.
- 1.15 "Communal Collection Point" means a collection point approved or as determined by the Region that is authorized for the use of more than one Premises.
- (a) "Common Collection System" means the province-wide collection system for collecting Blue Box and Grey Box materials that is operated by Producer Responsibility Organizations (or PROs) on behalf of producers.
- 1.16 "Composter" means a container available from the Region or any enclosure with a lid for the purpose of decomposing Leaf and Yard Material and/or Green Bin Material by aerobic decay or bacterial action.
- 1.17 "Construction, Renovation and Demolition" Material includes but is not limited to windows, tile, drywall, lumber, doors, metal, PVC pipe and other building Materials As Designated by the Region.
- 1.18 "Council" means the elected Council of The Regional Municipality of Niagara.
- 1.19 "Curbside" means the area directly in front of an Owner's Premises as close as possible to the travelled portion of the road without obstructing or interfering with the travelled portion of the road or any sidewalk. It normally extends 1.2 m (four (4) feet) rearward from the travelled portion of the road.
- 1.20 "Designated Business Area" means an area designated by the Area Municipality to receive alternate collection services compared to residential or other industrial, commercial and institutional services.
- 1.21 "Dwelling Unit" means a place of residence designed or intended for habitation by one (1) or more persons with its own culinary and sanitary facilities which are provided for the exclusive use of the person or persons

who reside therein. If an Owner disagrees with the number of units contained within the Premises as assessed, it is up to the Owner to provide proof of the actual number of legally existing individual units within the Premises. In the absence of provision of proof to the satisfaction of the Region, the limit for the Premises in question shall be as determined by the Region.

1.22 "Electrical and Electronic Equipment (EEE)" means electrical and electronic equipment that, (a) is designed for use with an electrical current and a voltage rating not exceeding 1,000 volts for alternating current and 1,500 volts for direct current, (b) weighs no more than 250 kilograms, and (c) is not intended to be used permanently as part of a building or a structure at a pre-defined and dedicated location, as defined in Ontario Regulation 522/20: Electrical and Electronic Equipment under the *Resource Recovery and Circulate Economy Act, 2016*, S.O. 2016, c.12, Sched. 1, or any successor legislation, including but not limited to the following:

- a) computers;
- b) printers (desktop and floor-standing), including printer cartridges;
- c) video gaming devices;
- d) telephones, including cellular phones;
- e) display devices;
- f) radios and stereos, including after-market vehicle stereos;
- g) headphones;
- h) speakers;
- i) cameras, including security cameras;
- j) video recorders;
- k) drones with audio or visual recording equipment;

- l) peripherals and cables used to support the function of information technology, telecommunications and audio visual equipment, including charging equipment;
 - m) parts of information technology, telecommunications and audio visual equipment sold separately, such as hard drives;
 - n) handheld point-of-sale terminals or devices; and
 - o) musical instruments and audio recording equipment.
- 1.23 "Eligible Property" means a Premises of Types A, B, C, D, E or F as set out in Section 13 and Schedule "A" to this By-law where:
 - (a) container limits set out in Schedule "A" can be abided by in the normal course of waste generation activity;
 - (b) the Owner(s) of the Premises are in compliance with this By-law; and
 - (c) the only Material set out for collection is Material generated on that Premises.
- 1.24 "Environmental Protection Act" means the *Environmental Protection Act*, R.S.O. 1990, Ch. E.19, or any successor legislation.
- 1.25 "Friendly Reminder" and "Final Friendly Reminder" means a written notice by the Region, in a form similar to that set out in Schedule B to this By-law or As Designated, which is delivered to an Owner, or left in a visible location, which can be readily seen at the Premises, or in a mailbox, to address Non-Compliance.
- 1.26 "Garbage" means all non-hazardous, solid, residual waste which, for purposes of collection or drop-off at a Regional Drop-Off Location, does not fall within a recyclable class of Material as set out in Subsection 3.1(a) or elsewhere in this By-law and such other Material As Designated. It does not include Grass Clippings.
 - (a) Eligible Source" means any residence or facility in an eligible community (i.e., residences, multi- residential properties, residential

component of mixed-use properties, some schools, some public spaces and some long-term care and retirement homes)., as defined in O. Reg. 391/21 as amended from time to time for the purpose of determining eligibility in the province's full producer responsibility Common Collection System.

- 1.27 "Garbage Container" means a waterproof opaque bag, receptacle, can, bin, or such other container As Designated, for the storing and setting out of Garbage for collection. It does not include cardboard boxes.
- 1.28 "Garbage Exemptions" mean exemptions as set out in Section 13 to the approved Garbage Container limits as shown in Schedule "A".
- 1.29 "Garbage Tag" means a tag that can be purchased from the Region or authorized vendor and affixed and untampered (i.e. not torn in half) to the neck of a waterproof bag or on top of the bag situated on the top in the Garbage Container to allow additional limit of Garbage to be set out for collection. Only Type A Premises as defined in Schedule "A" of this By-law can use a Garbage Tag.
- 1.30 "Grass Clippings" means vegetation consisting of typically short plants with long, narrow leaves, growing wild or cultivated on lawns and pastures, which are the cut portions of grass, that are left behind or captured in a grass catcher; but does not include weed-type plants, such as "crab grass", where the whole plant is removed, including its root system.
- 1.31 "Green Bin Container" means a container such as a Green Bin, Carts or the smaller Kitchen Catcher available from the Region, or other rigid reusable closed or open-top container clearly labelled with handles used for storing and setting out Green Bin/Cart Material.
- 1.32 "Green Bin Material" means compostable organic Material collected under the Green Bin program As Designated by the Region, including but not limited to food waste (such as meat, bones, shells, tea bags), pumpkins, tissue paper, paper towels and napkins, paper egg cartons, 100% compostable paper cups and plates, soiled newspaper, cold fireplace ashes, brown paper bags, saw dust, wood shavings, paper takeout trays,

kitty litter and Pet Waste. It does not include Grass Clippings or Liquid Material.

- 1.33 "Grey Box" means a collection container available from the Region or approved alternative as set out in Section 11 of this By-law or As Designated, used to set out Grey Box Material under the Region's diversion programs.
- 1.34 "Grey Box Material" means packaging and packaging like products defined under Ontario Regulation 391/21, as amended from time to time, accepted for curbside collection or accepted as part of the Region's diversion program. The Grey Box Material(s) are Paper Products and Paper Packaging including paper laminates, kraft paper carry-out bags, kraft paper – non-laminated, corrugated cardboard, boxboard and other paper packaging.
- 1.35 "Household Hazardous Waste Drop-Off Depots" means those locations as noted on the Region's website, which may be updated from time to time, but which includes:
- (a) Niagara Road 12 Landfill;
 - (b) Humberstone Landfill;
 - (c) Thorold Yard Household Hazardous Waste Drop-Off Depot, and
 - (d) Bridge Street Drop-Off Depot.
- 1.36 "Illegal Dumping" means the disposing of Material in Non-Designated Areas, including both Public Property and Regional Property, but does not include Litter.
- 1.37 "Leaf and Yard Material" means leaves, weeds, trimmings, flowers, small twigs less than 1.5 cm in diameter and other Material As Designated, but does not include Grass Clippings, Brush, soil, dirt, roots, rocks, logs, stumps or sod.

- 1.38 "Leaf and Yard Container" means reusable, rigid containers, paper bags or certified plastic compostable plastic bags As Designated by the Region. It does not include cardboard boxes or non-compostable plastic bags.
- 1.39 "Litter" means debris, refuse, or Material(s) disposed of in non-designated areas, discarded outside the regular Collection Point, or lying scattered about the area.
- 1.40 "Liquid Material" means Material which is not solid and which exhibits evidence of free water, or other liquids, whether or not contained.
- 1.41 "MPAC" means the Municipal Property Assessment Corporation.
- 1.42 "Material" is the broadest categorization of all that a Person or Owner wishes to dispose or divert from disposal either through public collection or at a Regional Drop-Off Location. Subcategories of Material for collection are Collectable Material, including Recyclables and Non Recyclables, to be prepared according to the class instructions in this By-law, and excluded Non-Collectable Material. Any Material may also be Non-Compliant because of its content or preparation. Subcategories of Material for drop-off at Regional Drop-Off Locations are Acceptable Material, to be prepared according to the category instructions in this By-law, and excluded Unacceptable Material.
- 1.43 "Multi-Purpose Property" means a single property as defined by MPAC and/or contained in applicable Site Plan Conditions, housing multiple Premises types.
- 1.44 "Niagara region" and "Niagara" means the geographic area within The Regional Municipality of Niagara.
- 1.45 "Non-Collectable Material" means Material forbidden, prohibited and not acceptable for Curbside collection pursuant to this By-law including:
- (a) hazardous waste which is corrosive, flammable, toxic, explosive or biomedical, or as defined in Ontario Regulation 347: General – Waste Management, R.R.O. 1990, under the *Environmental Protection Act*, R.S.O. 1990, c. E.19, or any successor legislation;

- (b) prohibited Material, as defined under the *Transportation of Dangerous Goods Act, 1992*, S.C. 1992, c.34, or any successor legislation;
- (c) pathological waste, as defined and regulated in Ontario Regulation 347: General – Waste Management, R.R.O. 1990, under the *Environmental Protection Act*, R.S.O. 1990, c. E.19, or any successor legislation;
- (d) solid and liquid waste Material or substances which contain or could contain pathogen bacteria or micro-organisms that may be hazardous or dangerous;
- (e) motor vehicles or automotive parts including tires;
- (f) live animals or fowl or carcasses or part of an animal or other creature, save for normal and bona fide Green Bin Material, which has been drained of all liquids;
- (g) septic or holding tank pumpings or raw sewage;
- (h) Material of any kind or nature that may be explosive or combustible or may cause fire including hot coals, ashes, oil-soaked or gasoline soaked rags, papers, cloths or similar Material;
- (i) gaseous, semi-liquid or liquid waste including liquid industrial waste as defined in Ontario Regulation 347: General – Waste Management, R.R.O. 1990, under the *Environmental Protection Act*, R.S.O. 1990, c. E.19, or any successor legislation;
- (j) sealed metal drums or barrels;
- (k) other Material as prohibited in any relevant Environmental Compliance Approval issued by the Ministry of the Environment, Conservation and Parks under the relevant legislation;
- (l) sharps;
- (m) construction, renovation or demolition Material, including windows;

- (n) grass clippings;
 - (o) Electrical and Electronic Equipment (EEE), as defined in Ontario Regulation 522/20: Electrical and Electronic Equipment, under the *Resource Recovery and Circular Economy Act, 2016*, S.O. 2016, c.12, or any successor legislation;
 - (p) batteries (all types), as defined in Ontario Regulation 30/20: Batteries, under the *Resource Recovery and Circular Economy Act, 2016*, S.O. 2016, c.12, Sched. 1, or any successor legislation;
 - (q) White Goods; and
 - (r) other Material As Designated.
- 1.46 "Non-Compliant" and "Non-Compliance" means Material not prepared for collection or Regional Drop-Off Location deposit in accordance with the requirements set out in this By-law.
- 1.47 "Non-Designated Area" means an area which has not been designated for a particular purpose.
- 1.48 "Nuisance" includes, but is not limited to, the following:
- (a) disorderly conduct;
 - (b) public drunkenness or public intoxication;
 - (c) the unlawful sale, furnishing, or distribution of alcoholic beverages or controlled substances;
 - (d) the deposit of refuse on the site;
 - (e) damage to, or destruction of, public or private property on the site;
 - (f) traffic that obstructs the free flow of persons and motor vehicles, or could interfere with the ability to provide emergency services;
 - (g) unreasonable noise, including loud music or shouting;

- (h) unlawful open burning or fireworks;
- (i) public disturbances, including public brawls or fights;
- (j) outdoor public urination or defecation; and/or
- (k) use of or entry upon a roof not intended for such occupancy.

1.49 "Owner" includes but is not limited to:

- (a) a Person who is the registered owner and or the beneficial owner of Premises which is subject to this By-law;
- (b) the Person for the time being managing or receiving the rent from Premises, which is subject to this By-law, whether on the Person's own account or as agent or trustee of any other Person or who would receive the rent if the Eligible Property was let; and
- (c) a Person who is a lessee or occupant or tenant of the Premises who in their capacity as lessee or occupant manages or is in charge or control Premises, which is subject to this By-law.

There may be more than one Owner within the forgoing definition with respect to a particular Premises.

1.50 "Person" includes a partnership, an unincorporated association, a corporation, a cooperative society or a cooperative organization, the successors of a partnership, of an association, of a corporation, of a society or of an organization and the heirs, executors, liquidators of the succession, administrators or other legal representatives of a Person.

1.51 "Pet Waste" means animal excrement/droppings generated by small household pets including cats, dogs, small rodents or other similar indoor pets kept for companionship and enjoyment, kept in kennels and/or breeders, and including kitty litter, wood shavings and other natural pet bedding, newspaper cage liners, feathers, and fur, whether separate or intermingled with such excrement/droppings, but does not include animal excrement generated by horses, cows, chickens or other similar farm, wild, working, undomesticated or commercial livestock animals.

- 1.52 "Premises" means land and buildings combined in the geographic area of Niagara region or a part of such land and buildings combined in the case of land and buildings which contain multiple self-contained units with respect to which a Person is considered an Owner. Premises shall be categorized by type in accordance with the definitions contained in Schedule "A".
- 1.53 "Private Property" means any land or building that is registered to a Person on title in the Land Registry Office or Land Titles Division, as the case may be, that is not owned by an Area Municipality in the Region, a Conservation Authority, a Local Board, the Region, or the Crown in Right of Ontario, the Crown in Right of Canada or any emanations thereof, unless it is leased to a person or corporation not listed above.
- (a) "Producer Responsibility Organization (PRO)" means private enterprises established to contract with producers to meet their obligations under the Blue Box regulation which includes establishing or operating a collection and management system, promotion and education system, preparing and submitting reports, customer service and representing producers for any purposes under the extended producer responsibility under the new Blue Box Regulation (O.Reg 391/21 as amended from time to time). Circular Materials Ontario (CMO) has been selected as the lead PRO in the province to oversee the new Blue Box program on behalf of the producers.
- 1.54 "Public Property" means any land or building that is owned by an Area Municipality, an Agency, Board and Commission, the Region, or the Crown in Right of Ontario, the Crown in Right of Canada or any emanations thereof.
- 1.55 "Public Space Litter/Recycling Bin" means a container that is placed in a public area for use by general public for the purpose of holding litter that has been thrown away by public space users. The bins are not intended for Materials that have been privately generated by a business or residence or Non-Collectable Material.
- 1.56 "Region" or "the Region" means The Regional Municipality of Niagara or an authorized representative of The Regional Municipality of Niagara, including

a Regional Drop-Off Location site attendant, a contractor or its employee, or a by-law enforcement officer, as appropriate in the context.

- 1.57 "Regional Drop-Off Location" means a temporary or permanent location set up by the Region for drop-off of Material including but not limited to waste, recyclables, compost, or household hazardous waste.
- 1.58 "Regional Property" means all property, including lands and buildings, owned, leased, rented, controlled and/or managed by the Region, within the geographic area that is Niagara.
- 1.59 "Registered Charities" are charitable organizations, public foundations, or private foundations that are created and reside in Canada and have been issued a charitable registration number by the Canada Revenue Agency (CRA). They must use their resources for charitable activities and have charitable purposes in one or more of the following: the relief of poverty, the advancement of education, the advancement of religion, or other purposes that benefit the community. To receive exemption under Section 13.8 of this By-law, the Registered Charities must be the direct generators of Blue Box Material, Grey Box Material, Green Bin Material or Garbage.
- 1.60 "Scavenge" means the unauthorized removal of Materials that have either been placed out for collection, or in the location where the container (containerized waste/carts) is stored and filled before being moved to the collection location.
- (a) "Rigid Plastic" means hard plastic items that are not accepted for Curbside Collection but are accepted as part of the Region's diversion programs for drop off depot service only such as but not limited to discarded and broken recycling containers, buckets, pails, pots, crates, trays, baskets, totes, toys, pools, furniture, chairs and car seats with no other parts, metal or Material attached. Rigid plastic items do not include plastic coolers, piping, siding or any plastic that also contain or have attached any wood, metal, insulation, rubber and non-plastic components. Batteries must be removed.

- 1.61 "Set Out Service" means the provision of onsite service, as approved by the Region, for Owners living in Type A Premises as listed in Schedule "A" to this By-law and who are unable to physically carry their Garbage, Blue/Grey Box Materials and Green Bin Material to the curb for Curbside collection. Set Out Service only includes Garbage, Blue/Grey Box and Green Bin Material. Set Out Service does not include Leaf and Yard Material, Bulky Goods, Brush, or any other excluded items, As Designated by the Region.
- 1.62 "Sharps" means blades, needles, syringes, including safety engineered needles, laboratory glass, or other Materials capable of causing punctures or cuts.
- 1.63 "Site Plan Conditions" means comments and conditions provided by the Region during the site plan, subdivision plan or condominium application process pursuant to the Region's Policy C-A-002 "Requirements for Waste Collection".
- 1.64 "Unacceptable Material" means Material which is not accepted at a Regional Drop-Off Location. Unacceptable Material includes:
- (a) any dangerous and hazardous Material such as poisons, hot live ashes, caustics, acids, pesticides, herbicides, radioactive Material, industrial process sludge, biomedical waste, or substances which may cause personal or environmental problems with the exception of the Household Hazardous Waste categories as set out in Section 26;
 - (b) ammunition;
 - (c) reactive chemical waste;
 - (d) liquid waste with the exception of certain Household Hazardous Waste categories as set out in Section 26;
 - (e) pathological waste with the exception of sharps, which are collectable at Household Hazardous Waste Drop-Off Depots only;
 - (f) sludge from septic tanks or seepage;

- (g) highly flammable, volatile, explosive, reactive or radioactive Materials with the exception of certain Household Hazardous Waste categories as set out in Section 26;
- (h) leachate toxic waste;
- (i) PCB waste;
- (j) carcasses of dogs, cats, fowl and other such creatures, or parts thereof;
- (k) live animals or birds;
- (l) human excrement;
- (m) steel and plastic barrels, unless the lid is removed and the barrel is empty and dry;
- (n) automotive parts, not including automobile tires or small automotive parts;
- (o) waste with excess liquid accumulated in the load or Material that fails a slump test;
- (p) asbestos not prepared as set out in Section 28;
- (q) organic Material which has decomposed under anaerobic conditions; and
- (r) other Material As Designated.

1.65 "Waste Disposal Site" means (a) any land upon, into, in or through which, or building or structure in which, waste is deposited, disposed of, handled, stored, transferred, treated or processed, and (b) any operation carried out or machinery or equipment used in connection with the depositing, disposal, handling, storage, transfer, treatment or processing referred to in clause (a), as defined in the *Environmental Protection Act*, R.S.O. 1990, Ch. E.19, or any successor legislation.

- 1.66 "White Goods" means major household appliances or items such as stoves, washers, dryers, dishwashers, dehumidifiers, water tanks, barbeques, swing sets, bicycles, air-conditioning units, heat-pumps, microwaves, refrigeration units or freezer units and other Material As Designated.

PART II - COLLECTION SERVICES

2. General Collection Provision

- 2.1 The Region provides collection of all Collectable Material from Eligible Properties in the Region according to the terms of this By-law and subject to other terms As Designated.
- 2.2 As of January 1, 2024, the Region will transition to extended producer responsibility and will no longer provide Blue Box and Grey Box collection services for Eligible sources under the provincial Common Collection System.
- 2.3 The Region also provides enhanced services as requested, approved and funded by local municipalities.
- 2.4 No Owner shall be eligible for collection unless the Owner complies with this By-law and other terms As Designated.
- 2.5 The Region may retain a contractor or contractors to fulfill the Region's responsibilities under this By-law.
- 2.6 If, due to breakdown of equipment, strike, inclement weather, or any other cause, waste collection is not provided to an Eligible Property, the Region shall not be liable to any Person for any damages, costs, loss or expenses of any kind due to the failure of such waste collection to take place.

3. Classes of Collectable Material

- 3.1 The Classes of Collectable Material are:
- (a) Recyclable Material:

- i. Blue Box Material;
- ii. Brush;
- iii. Christmas Trees;
- iv. Green Bin Material;
- v. Grey Box Material;
- vi. Leaf and Yard Material; and
- vii. Other recyclable Material As Designated.

(b) Non-Recyclable Material:

- i. Bulky Goods;
- ii. Garbage; and
- iii. Other non-recyclable Material As Designated.

3.2 All other Material is Non-Collectable Material and is not to be placed out for collection.

4. Separate According to Class and Class Provisions

4.1 If collection service is available to an Eligible Property for any of the above Classes, then the Material which an Owner sets out for collection must be separated according to Class.

4.2 Every Owner shall prepare Collectable Material according to the provisions in Sections 5 through 13 of this By-law relevant to each Class of Material.

5. Brush

5.1 Brush shall be set out for collection in accordance with the schedule of collection days As Designated and:

(a) shall be packaged in bundles where each individual piece of Material shall not exceed 7 cm (2.8 inches) in diameter and where each bundle shall not exceed:

i. a size of 1.5 m (5 feet) in length by 0.5 m (1.6 feet) in diameter; and

ii. a weight of 22.7 kg (50 pounds); and

(b) if collected on the same day as other Material, shall be clearly separated from any other class of Material set out for collection.

5.2 Brush are only collectable from a Type A Premises as defined in Schedule "A" to this By-law. Further information on the collection of Bulky Goods is available from the sources noted in Section 54 of this By-law.

6. Bulky Goods

6.1 Bulky Goods are only collectable from a Type A Premises as defined in Schedule "A" to this By-law. Further information on the collection of Bulky Goods is available from the sources noted in Section 54 of this By-law.

6.2 Bulky Goods set out for Curbside collection:

(a) shall be in a contained state neatly placed at the Curbside;

- (b) shall not be stacked;
 - (c) shall not have Material stacked or loose set on top of Bulky Goods;
 - (d) shall be dismantled if possible;
 - (e) shall not include Construction, Renovation and Demolition Material;
 - (f) must be of a weight and dimension to be able to fit into the collection vehicle in a safe and efficient manner, As Designated by the Region; and
 - (g) limit of four (4) items per collection per Eligible Property.
- 6.3 The Owner must arrange in advance with the Region's collection contractor for the scheduled collection of Bulky Goods As Designated. Information on how to schedule collection is available from the sources noted in Section 54 of this By-law.
- 6.4 Contaminated items (e.g. mattresses with bed bugs), as determined by the Region, must be wrapped in plastic to be eligible for pick up.
- 6.5 Artificial Christmas Trees shall be set out for scheduled collection as Bulky Goods.
- 6.6 Collectable Material which can fit within a regular Garbage Container should not be disposed of as Bulky Goods, but as Garbage.
- 6.7 Glass, not including windows, are collectable as Bulky Goods if:
- (a) placed in a separate, sturdy, walled container to be collected with its glass shard contents, and secured so as to remain closed and to protect the safety of collection personnel;
 - (b) labelled appropriately (i.e. "Glass"); and
 - (c) large glass pieces (greater than 1.5ft by 1.5ft) must be removed from any bulky item, packaged or wrapped separately in a cardboard, bubble wrap or another approved packaging Material, and

appropriately labelled (i.e. " Glass") to protect the safety of collection personnel."

7. Christmas Trees

7.1 Christmas Trees shall be set out for Curbside collection without wrapping, bagging, tinsel, lights or any other decorations, in accordance with the schedule of collection days and times As Designated. Further information on the collection of Christmas Trees is available from the sources noted in Section 54 of this By-law.

7.2 Christmas Trees are only collectable from Type A Premises, as defined in Schedule "A" to this By-law.

7.3 No Owner shall set out a Christmas Tree unless it, or segments cut from it, are less than 3 metres (10 feet) in length and free of all accessories, decorations and plastic wrap. No Artificial Christmas Trees, wrapped or bagged trees, will be collected for this purpose. Refer to Section 6, Bulky Goods, for the collection of Artificial Christmas Trees.

8. Blue Box Material

8.1 Blue Box Material shall be set out for collection according to the following requirements:

(a) Blue Box Material must be packaged as follows:

- i. in designated recycling containers (Blue Box/Cart) only for Type C-F Premises as set out in Schedule "A" to this By-law available from the Region; or
- ii. in a Cart only for Type C-F Premises as set out in Schedule "A" to this By-law for"; or
- iii. in clearly marked, reusable, solid-walled, rigid containers with handles or indentations on two (2) sides to facilitate the lifting and emptying of the said receptacle; or

- iv. in a sturdy non-waxed cardboard box (box will be recycled);
and

(b) Blue Box containers shall meet the following requirements:

- i. height not exceeding a size of up to 91 cm (3 feet) measured internally from the bottom of the receptacle to the top lip of the opening; and no width exceeding a size of up to 61cm (2 feet) measured internally from side to side, not corner to corner, or as determined by the Region; and
- ii. not exceeding a weight (of container and Material together) of 22.7 kg (50 pounds); and
- iii. Carts for Type C-F Premises are exempt from 8.1 (b) (i) and (b) (ii)”; and
- iv. be of sufficient quality to withstand normal collection activities and use; and
- v. for Blue Box containers with lids, the lid must be readily separable from the container. Any devices used to tie down or secure any lids must be removed by the Owner prior to collection; and

(c) contents shall not exceed the limits of the top of the Blue Box container; and

(d) must be clearly separated from any other class of Material set out for collection on the same Premises.

8.2 Blue Box Material that is loose or not packaged as outlined above may not be collected.

8.3 Further information on the collection of Blue Box Materials is available from the sources noted in Section 54 of this By-law.

9. Leaf and Yard Material

9.1 Leaf and Yard Material shall be set out for Curbside collection:

- (a) packaged in rigid, reusable containers or compostable paper bags or certified compostable plastic bags As Designated:
 - i. height not exceeding a size of up to 91 cm (3 feet) measured internally from the bottom of the receptacle to the top lip of the opening; and no width exceeding a size of up to 61cm (2 feet) measured internally from side to side, not corner to corner, or as determined by the Region; and not exceeding a total weight (of container and Leaf and Yard Material together) of 22.7 kg (50 pounds.); and
 - ii. for Leaf and Yard Containers with lids, the lid must be readily separable from the container. Any devices used to tie down or secure any lids must be removed by the Owner prior to collection; and
 - iii. be of sufficient quality to withstand normal collection activities and use; and
 - iv. be clearly identifiable as Leaf and Yard Material from the collection vehicle with the use of labels, or an open-top container; and
- (b) in such a way as to clearly separate it from any other class of Collectable Material set out for collection on the same Premises.

9.2 Non-compostable plastic bags (without a 'Biodegradable Products Institute' (BPI) logo or '100% Compostable' logo) or cardboard boxes are not permitted.

9.3 Leaf and Yard Material is only Collectable from Type A Premises as defined in Schedule "A" to this By-law.

9.4 Further information on the collection of Leaf and Yard Material is available from the sources noted in Section 54 of this By-law.

10. Green Bin Material

10.1 Green Bin Material shall be set out for Curbside collection packaged:

- (a) in a Green Bin Container available from the Region or other suitable containers in accordance with section 10.1 (c) packaged in:
 - i. Compostable plastic bags with BPI logo or 100% Compostable logo;
 - ii. Paper bags;
 - iii. Wrapped in newspaper; and/or
 - iv. Placed directly into the Green Bin container in a loose fashion.
- (b) in a Cart only for Type B-F Premises as set out in Schedule "A" to this By-law for; or
- (c) in other containers labelled "Organics":
 - i. height not exceeding a size of up to 91 cm (3 feet) measured internally from the bottom of the receptacle to the top lip of the opening; and no width exceeding a size of up to 61 cm (2 feet) measured internally from side to side, not corner to corner, or as determined by the Region; and
 - ii. not exceeding a total weight (of container and Green Bin Material together) of 22.7 kg (50 pounds); and
 - iii. which are equipped with handles; and
 - iv. be of sufficient quality to withstand normal collection activities and use; and
 - v. Carts are exempt from section 10.1 (c) i-iii; and
- (d) in such a way as to clearly separate it from any other class of Collectable Material set out for collection on the same Premises.

- 10.2 Small amounts of Leaf and Yard Material including weeds, garden Material, trimmings, and twigs smaller than 1.5 cm (0.5 inches) in diameter and no longer than 30.5 cm (12 inches), excluding Grass Clippings, are permitted as Green Bin Material.
 - 10.3 Pet Waste and kitty litter shall be either bagged using small certified compostable plastic bags As Designated, paper bags or completely wrapped in newspaper before being placed in the Green Bin/Cart or other labelled container as above.
 - 10.4 Green Bin Material that has a tendency to turn into liquid, as determined by the Region, shall be packaged and not be loose so the liquid does not leak or spill during collection. Liquid Material or Material that exhibits evidence of free water, or other liquids, whether or not contained is not permitted in the Green Bin/Cart. The collection service is designed for solid Material.
 - 10.5 Further information on the collection of Green Bin Material is available from sources noted in Section 54 of this By-law.
11. Grey Box Material
- 11.1 Grey Box Material shall be set out for collection according to the following requirements:
 - (a) Grey Box Material must be packaged as follows:
 - i. in designated recycling containers (Grey Box/Cart) only for Type C-F Premises as set out in Schedule “A” to this By-law available from the Region; or
 - ii. in a Cart only for Type C-F Premises as set out in Schedule “A” to this By-law”; or
 - iii. in a Cart only for Type B-F Premises as set out in Schedule “A” to this By-law; or
 - iv. in a sturdy non-wax cardboard box (box will be recycled); or
 - vi. in case of cardboard, must bundle together in bundles not exceeding a size of 91 cm (3 feet) in width by 91 cm (3 feet)

in length by 91 cm (3 feet) in depth and not exceeding a weight of 22.7 kg (50 pounds); or

- vii. in the case of flattened cardboard placed inside another cardboard box, which cardboard box must not exceed a size of 91 cm (3 feet) in width by 91 cm (3 feet) in length by 91 cm (3 feet) in depth and not exceeding a weight of 22.7 kg (50 pounds); Loose cardboard must be flattened and tied using twine, packing tape or an approved alternative, in bundles no larger than 91 cm (3 feet) x 91 cm (3 feet) x 91 cm (3 feet), and not exceeding a weight of 22.7 kg (50 pounds); or
- viii. in the case of plastic bags and stretchy plastic outer-wrap, by placing all loose plastic bags or plastic film in one securely tied Plastic Bag (not loose in the Grey Box); and

(b) Grey Box containers must meet the following requirements:

- i. height not exceeding a size of up to 91 cm (3 feet) measured internally from the bottom of the receptacle to the top lip of the opening; and no width exceeding a size of up to 61cm (2 feet) measured internally from side to side, not corner to corner, or as determined by the Region; and
- ii. not exceed a weight (of container and Material together) of 22.7 kg (50 pounds); and
- iii. iii. Carts for Type C-F Premises are exempt from section 11.1 (b) (i) and (b) (ii)
- iv. be of sufficient quality to withstand normal collection activities and use; and
- v. for Grey Box containers with lids, the lid must be readily separable from the container. Any devices used to tie down or secure any lids must be removed by the resident prior to collection; and

- (c) contents placed within a Grey Box container shall not exceed 91 cm (3 feet) x 91 cm (3 feet) x 91 cm (3 feet); and
- (d) clearly separated from any other class of Collectable Material on the same Premises.

11.2 Grey Box Material that is loose or not packaged as outlined above may not be collected.

11.3 Further information on the collection of Grey Box Material is available from sources noted in Section 54 of this By-law.

12. Garbage

12.1 Material not included in the other Classes of Collectable Material of this Bylaw shall be set out for collection as Garbage, and

- (a) packaged in a Garbage Container:
 - i. height not exceeding a size of up to 91 cm (3 feet) measured internally from the bottom of the receptacle to the top lip of the opening; and no width exceeding a size of up to 61cm (2 feet) measured internally from side to side, not corner to corner, or as determined by the Region; and
 - ii. not exceeding a weight (of container and waste) of 22.7 kg (50 pounds); and
 - iii. receptacle, can, bin or other container As Designated must be equipped with handles on two (2) sides; and
 - iv. be of sufficient quality to withstand normal collection activities and use; and
- (b) such that the contents shall not exceed the limits of the top of the Garbage Container; and
- (c) in such a way as to clearly separate it from any other classes of Collectable Material on the same Premises; and

(d) if required by this By-law, with the relevant Garbage Tag affixed, refer to Section 13.1 (a); and

(e) containing no other Classes of Collectable Material including but not limited to Leaf and Yard Material, Green Bin Material, Blue Box Material and Grey Box Material and Non-Collectable Material.

12.2 For Garbage Containers with lids, the lid must be readily separable from the container. Any devices used to tie down or secure any lids must be removed by the Owner prior to collection.

12.3 Garbage that is Non-Compliant, or which contains other classes of Collectable Material and/or Non-Collectable Material, may not be collected.

12.4 The Region reserves the right to implement additional safeguards for “sensitive” Materials, which shall include, but not be limited to, items such as medical waste, health-related waste, and personal protective equipment.

13. Collection Limits and Procedure for Garbage Exemptions

13.1 The maximum number of Garbage Containers set out every-other-week for Type A, B, E, F Premises and every week for Type C and D Premises shall be as set out in Schedule “A” to this By-law as follows:

(a) An Owner of a Type A self-contained unit may set out additional Garbage Containers provided that each extra Garbage Container has the appropriate Garbage Tag affixed, which Garbage Tag has been purchased from the Region or its authorized vendor; and

(b) the Garbage Tag shall be affixed:

i. untampered to a Garbage Container (i.e. torn in half) to the neck of a waterproof bag or on top of the Materials placed in a Garbage Container to allow additional limit of Garbage to be set out for collection. Only Type A Premises as defined in Schedule “A” of this By-law are eligible to use a Garbage Tag. Any tampered Garbage Tags will not be accepted and Material will not be collected; and

- ii. in a clearly visible location readily seen upon removal of the container's lid for a non-disposable Garbage Container such as a Garbage can, bin or receptacle. The Garbage Tag shall not be placed directly on the can, bin, handle or receptacle.
 - iii. Information on Garbage Tags is available from the sources noted in Section 54 of this By-law.
- (c) an Owner of Premises may be allowed a Garbage Exemption if they do not also have private Garbage collection services, and subject to application and approval by the Region for the following reasons:
 - i. A medical condition that results in the generation of additional Garbage for Type A Premises and group homes, homes for adults with disabilities and homes for assisted living;
 - ii. Type A Premises with one child under the age of four in diapers can apply for collection of one (1) transparent plastic bag of diapers combined with no other collectable Material, to be collected on the week alternate to their regularly scheduled Garbage collection day. These properties are restricted to two Garbage Containers and no additional bag of diapers on their regularly scheduled Garbage collection day.
 - iii. Type A Premises with two children under the age of four in diapers can apply for weekly collection of one (1) transparent plastic bag of diapers combined with no other Collectable Material;
 - iv. Type A Premises with three or more children under the age of four in diapers can apply for weekly collection of two (2) transparent plastic bag of diapers combined with no other Collectable Material;
 - v. Type A Premises operating as an in-home child care provider can apply for weekly collection of two (2) additional

transparent plastic bag of diapers combined with no other Collectable Material.

- (d) an Owner of a Type A Premises may set out two (2) additional Garbage Containers during Amnesty Week;
 - (e) an Owner of Type B Premises may set out for collection a maximum of two (2) containers per unit up to a maximum of twenty-four (24) containers every-other week per Premises;
 - (f) an Owner of Type B Premises may set out a maximum of two (2) additional Garbage Container per unit up to a maximum of twenty four (24) additional Garbage Containers per Premises during Amnesty Week;
 - (g) an Owner of Type C-D Premises may set out for collection a maximum of four (4) Garbage Containers weekly;
 - (h) an Owner of Type D Premises may set out four (4) additional Garbage Containers during Amnesty Week;
 - (i) an Owner of Type E and F Premises may set out for collection a maximum of eight (8) Garbage Containers every-other-week;
 - (j) an Owner of Type F Premises may set out eight (8) additional Garbage Containers during Amnesty Week.
- 13.2 The number of Blue Box, Grey Box or Carts which may be collected from different types of Premises shall be as set out in Schedule "A" to this By-law, that is:
- (a) for Type A Premises, As of January 1, 2024, the Region will no longer provide Blue Box and Grey Box collection services for this property type and this will be under the provincial Common Collection System.
 - (b) for Type B Premises, as of January 1, 2024, the Region will no longer provide Blue Box and Grey Box collection services for this property type and this will be under the provincial Common Collection System"

- (c) for Type C and D Premises, an Owner may set out for collection unlimited Blue and Grey Boxes or Carts, but will be subject to review by the Region to ensure that efficient and cost effective services are maintained.
- (d) for Type E and F Premises, an Owner may set out for collection up to a combined total of eight (8) Blue and Grey Carts or the equivalent number of units as determined solely by the Region. Type E Premises that consistently exceed the eight (8) Cart equivalent limit with Boxes or bundles, as solely determined by the Region, will be encouraged to use Carts. If the Owner of a Premises fails to switch to Cart collection, despite the Region's attempts to encourage the switch, the Region may, at their discretion, and upon written notice to the Owner, cease collection from the Premises until such time as the property switches to adequate Cart collection, to the satisfaction of the Region"

13.3 The number of Green Bin Containers or Carts which may be collected from different types of Premises shall be as set out in Schedule "A" to this By-law, that is:

- (a) for Type A Premises, an Owner may set out for collection unlimited Green Bins;
- (b) for Type B Premises, an Owner may set out for collection Green Bins or Green Carts on a request only basis in the quantity determined by the Region;
- (c) for Type C, D and F Premises, an Owner may set out for collection unlimited Green Bins or Carts, but will be subject to review by the Region to ensure that efficient and cost effective services are maintained;
- (d) for Type E Premises, an Owner may set out for collection up to eight (8) Green Carts or the equivalent number of Green Bins as determined solely by the Region. Type E Premises that consistently exceed the eight (8) Cart equivalent limit with Green Bins, as solely determined by the Region, will be encouraged to use Carts. If the

Owner of a Premises fails to switch to Cart collection, despite the Region's attempts to encourage the switch, the Region may, at their discretion, and upon written notice to the Owner, cease collection from the Premises until such time as the property switches to adequate Cart collection, to the satisfaction of the Region.

- 13.4 In all cases, except for the provision under section 2.2, the Material collected during collection must be Material generated at the self-contained unit for Type A Premises or on the Premises for Type B-F Premises.
- 13.5 Type A Premises that use private Garbage collection services or are not able to stay within the Garbage limit, as determined by the Region, are subject to review by the Region and may not be eligible for Garbage and/or Bulky collection services as Designated. This applies to both base and enhanced service, where applicable.
- 13.6 To be eligible for Garbage collection services, Premises that are eligible to receive recycling collection services under the provincial Common Collection System must utilize the provincial recycling collection program and the Region's organics collection services. Premises which are not eligible to participate in the provincial recycling collection program under the provincial Common Collection System must utilize both the Region's Blue/Grey Box Material and Green Bin Material collection service. This applies to both base and enhanced service, where applicable.
- 13.7 Any Type C or E Premises, as shown in Schedule "A" with a building greater than three (3) storeys, as determined by the Region, excluding municipal or Region owned buildings are not eligible for any collection services.
- 13.8 Any Type C-F Premises, as shown in Schedule "A", which is not eligible to receive recycling collection services under the provincial Common Collection System that retain private service for Blue or Grey Box Material collection will not be eligible for Regional collection services. An exemption to this clause applies for regional and municipal facilities, Regional Agencies, Boards and Commissions, as well as Registered Charities, subject to application and approval by the Region.

13.9 Collection limits for types of Premises are determined by the Region in accordance with Schedule “A” using the property classifications designated by MPAC and/or contained in applicable Site Plan Conditions. In the event of discrepancy, the Region's designation of the Premises type will prevail. If an Owner disagrees with the number of units contained within the Premises as assessed, it is up to the Owner to provide proof of the actual number of legally existing individual units within the Premises. In the absence of provision of proof to the satisfaction of Niagara Region, the limit for the Premises in question shall be as determined by the Region. In the event of a Multi-Purpose Property, each individual Premises is subject to their respective eligibility requirements and collection limits.

13.10 On a request basis, residential farms, as determined by the Region using the property classification identified by MPAC, can receive either Type A or Type E collection limits. If a residential farm does not request a farm exemption, the premises will be serviced, as per their property classification identified by MPAC, as set out in Schedule “A” to this By-law.

PART III - COLLECTION RESTRICTIONS AND RESPONSIBILITIES

14. Collection Restrictions and Responsibilities

14.1 No Person or Owner shall set out or permit to be set out:

(a) Non-Collectable Material; or

(b) Non-Compliant Material.

14.2 The Owner of Premises shall set out for collection the Classes of Collectable Material at the locations as shown in Section 15, in the manner of, and in accordance with the schedules of collection days As Designated. See Section 54 of this By-law for further sources of schedule and Material preparation information.

14.3 If the Owner of a Premises fails to comply with the responsibilities and requirements as set out in this By-law, the Region may, at the discretion of the Commissioner of Public Works or his/her designate, and upon written

notice, either by ordinary mail (where receipt is deemed to be three (3) days after mailing), registered mail or hand delivered, to the Owner, cease collection from the Premises until such time as the Non-compliance is corrected to the satisfaction of the Region.

- 14.4 If the Owner of a Premises or a tenant engages in any inappropriate behaviour, riotous, violent, threatening or illegal conduct, or uses profane or abusive language, as determined by the Region, towards Region staff or contractors' staff, the Region may, at the discretion of the Commissioner of Public Works or his/her designate, and upon written notice to the Owner, cease collection from the Premises until such time as the inappropriate behaviour, conduct and/or language is corrected to the satisfaction of the Region.
- 14.5 The Owner of any Premises receiving collection shall be responsible to ensure that all Persons on the Premises who use or expect to use the Region's collection service receive and follow the instructional information relating to the service provided by the Region.
- 14.6 The Owner of any Premises receiving collection shall be responsible to ensure that animals such as dogs are secured or tied to ensure safety of collection workers and uninterrupted collection.
- 14.7 The Owner of a Premises shall not interfere with collection vehicles or personnel.
- 14.8 The Owner of a Premises shall not deposit any Material into a collection vehicle.
- 14.9 In the event a change is made to the schedules of collection day As Designated, the Region shall make reasonable efforts to advise all affected persons by publication or service of notice upon the Owner of the affected Premises as provided for in this section. Publication for purposes of this section means notice placed on the Region's website at least fourteen (14) days prior to any As Designated changes to collection schedule or area being implemented. Service of notice by the Region for purposes of this section means notices given to the Owner of affected Premises either mailed by ordinary mail (where receipt is deemed to be three (3) days after

mailing), registered mail, or hand delivered to the address of the Owner according to the last revised assessment roll of the subject property or by posting the notice at the subject property, and such service shall be deemed good and sufficient notice effective upon delivery. Information posters and media releases may be used, in addition to the above publication or service methods. In the event of an emergency situation, as determined by the Region, involving a matter of public health and safety or a legal or regulatory requirement which requires As Designated changes to be implemented faster than on fourteen (14) days' notice, the Region may in its discretion provide less than fourteen (14) days' prior notice but will endeavour to provide as much notice as reasonably practicable.

15. Collection Location

- 15.1 Except as set out in Section 15.2 the Owner of Premises shall set out Material for collection by placing it at Curbside in front of the Premises in a location to clearly distinguish separation from a neighbouring Premises and as close as possible to the travelled portion of the road without obstructing or interfering with the travelled portion of the road or any sidewalk.
- 15.2 The Owner of Premises shall set out Material at a collection point or Communal Collection point approved or as determined by the Region. Dwelling Units that place their Material at a Communal Collection point must ensure all collection containers are labelled with the Dwelling Unit address to clearly distinguish separation from neighbouring Dwelling Units.
- 15.3 No Owner shall place Material out for collection at any Premises except at their own Premises.
- 15.4 No Owner shall permit Material at any time in the Care and Control of that Owner to be located otherwise than on their Premises or in a Collection location permitted by Section 15 of this By-law.
- 15.5 No Owner shall place Material out for collection on top or behind snow banks. This will ensure the Material can safely be collected and prevent containers from falling behind the snow bank or onto the roadway before or after collection. During winter weather, when snow or snow banks may alter the normal set out location, the Owner shall place the Material:

- (a) at the end of the driveway next to the snow bank; or
- (b) in a spot cleared out in the side of the snow bank near the travelled portion of the road.

15.6 Material shall not be collected from inside an enclosure, shed or other structures As Designated, unless otherwise approved by the Region. Enclosures must be placed as close as possible to the travelled portion of the road without obstructing or interfering with the travelled portion of the road or any sidewalk, unless otherwise approved by the Region. Collection personnel must be able to access Materials from enclosures by opening the enclosure from the front not the top and must be able to remove Materials from the enclosure without any obstruction.

16. Collection Times and Collection Days

- 16.1 Collectable Material shall be set out not earlier than 5:00 p.m. on the day before the designated collection day and not later than 7:00 a.m. on the designated collection day.
- 16.2 The Owner shall remove all containers, together with any Material that was not collected for any reason, from the Curbside as soon as possible after collection, but not later than 7:00 p.m. on the designated collection day.
- 16.3 Material left Curbside before and after collection times will be the responsibility of the Owner of the Premises.
- 16.4 For Designated Business Areas with a designated collection time before noon (12:00 p.m.), Collectable Material shall not be set out earlier than 5:00 p.m. on the day before the designated collection time.
- 16.5 For Designated Business Areas with a designated collection time after noon (12:00 p.m.), Collectable Material shall not be set out earlier than one (1) hour prior to the designated collection time.
- 16.6 From time to time, the Region may define specific collection times other than those referenced above for As Designated areas. The Owner of a Premises in an As Designated area shall set out Collectable Material for

collection at the prescribed times and schedule As Designated which will be published or communicated by the Region for the As Designated areas. Publication for purposes of this Section means notice placed on the Region's website at least fourteen (14) days prior to any As Designated changes to collection schedule or area being implemented. Communication by the Region for purposes of this Section means notices given to Owner of affected Premises either mailed by ordinary mail (where receipt is deemed to be three (3) days after mailing), registered mail or hand delivered to the address of the Owner according to the last revised assessment roll of the subject property or the notice may be posted at the subject property, and such service shall be deemed good and sufficient service, effective upon delivery. Information posters and media releases may be used, in addition to the above publication or communication methods. In the event of an emergency situation, as determined by the Region, involving a matter of public health and safety or a legal or regulatory requirement which requires As Designated changes to be implemented faster than on fourteen (14) days' notice, the Region may in its discretion provide less than fourteen (14) days' prior notice but will endeavour to provide as much notice as reasonably practicable.

17. Acceptable Containers

17.1 The Owner of Premises shall set out for collection only containers which are:

- (a) maintained in a safe and efficient condition for collection and have handles or indentations to facilitate the lifting and emptying of the said receptacle; and
- (b) intact, as required, to prevent spillage or breakage during collection; and
- (c) contained, as required, to prevent the attraction of animals (including insects) and the release of odours; and
- (d) free of excess water, ice and snow or other substances which may interfere with collection. Any Material which has become frozen or

stuck to the collection container and cannot be easily discharged will not be collected; or

(e) approved alternative, as determined by the Region.

18. Uncontained Material

18.1 The Owner of a Premises shall not permit any Material set out for collection to become uncontained or otherwise escape in for any reason, including weather or animals.

18.2 The Owner of a Premises shall be responsible for the immediate clean up or re-securing of uncontained Material.

18.3 Where Material that has been set out for collection has blown away or otherwise escaped in any manner, the Owner of a Premises from which the Material originated shall clean up the Material.

19. Ownership

19.1 Except for Blue Box and Grey Box Material that are collected under the provincial Common Collection System, all other properly prepared and separated Collectable Material set out within the designated times becomes the property of the Region upon pick-up or other receipt by authorized employees or contractors of the Region.

19.2 Material set out which is Non-Collectable or Non-Compliant remains the property and responsibility of the Owner.

19.3 At the Region's discretion, the Region may authorize the collection by the Region or Contractors, of Non-Compliant or Non-Collectable Material for the purpose of investigation or health, safety and welfare of the general public.

20. Requirements for Waste Collection

20.1 The Region may enter a Private Property for collection purposes provided that:

- (a) the Region has determined from time to time that the roadways to be used by collection vehicles on behalf of the Region:
 - i. have been approved for on-site collection during the site plan approval process; and
 - ii. have widths, turning radii, means of access, and means of egress meeting or exceeding the requirements of the Region's Policy on Requirements for Waste Collection, as amended from time to time; and
 - iii. have overhead clearance meeting or exceeding the standards prescribed in the *Highway Traffic Act*, R.S.O 1990, Ch. H.8, or any successor legislation; and
 - iv. are clear of snow and ice; and
 - v. provide unobstructed access to the Material to be collected; and
- (b) the Owner of the Private Property and/or development has entered into a written agreement with the Region in the form As Designated and in accordance with policies set by the Region.

20.2 Wherever practical, in accordance with the approved site plan and Region's Requirements for Waste Collection Policy as determined by the Region, Material from each unit shall be sufficiently separated to allow identification of the unit generating the Material for purposes of the enforcement of this By-law.

PART IV- REGIONAL DROP-OFF LOCATIONS

21. Drop-off of Acceptable Material

21.1 The Region may establish Regional Drop-Off Locations for the drop-off of Acceptable Material as set out in Sections 24 to 27 of this By- law.

22. Unacceptable Materials

22.1 No Person shall drop off, or permit to be dropped off, unacceptable Material at a Regional Drop-Off Location.

22.2 Unacceptable Material includes the following:

- (a) Any dangerous and hazardous Material such as poisons, hot live ashes, caustics, acids, pesticides, herbicides, radioactive Material, industrial process sludge, biomedical waste, or substances which may cause personal or environmental problems with the exception of the Household Hazardous Waste categories as set out in Section 26;
- (b) Ammunition;
- (c) Reactive chemical waste;
- (d) Liquid waste with the exception of certain Household Hazardous Waste categories as set out in Section 26;
- (e) Pathological waste with the exception of Sharps, which are collectable at Household Hazardous Waste Drop-Off Depots only;
- (f) Sludge from septic tanks or seepage;
- (g) Highly flammable, volatile, explosive, reactive or radioactive Materials with the exception of certain Household Hazardous Waste categories as set out in Section 26;
- (h) Leachate toxic waste;
- (i) PCB waste;
- (j) Carcasses of dogs, cats, fowl and other such creatures, or parts thereof;
- (k) Live animals or birds;
- (l) Human excrement;

- (m) Steel and plastic barrels, unless the lid is removed and the barrel is empty and dry;
- (n) Automotive parts, not including automobile tires or small automotive parts;
- (o) Waste with excess liquid accumulated in the load or Material that fails a slump test;
- (p) Asbestos not prepared as set out in Section 28;
- (q) Organic Material which has decomposed under anaerobic conditions; and
- (r) Other Material As Designated.

23. Acceptable Material

23.1 Not all Regional Drop-Off Locations will receive all types of Acceptable Material and receipt will depend on whether any of the following activities occur at any given Regional Drop-Off Location:

- (a) Drop-off/Recycling;
- (b) Composting;
- (c) Household Hazardous Waste Collection;
- (d) Landfilling.

24. Acceptable Drop-off/Recycling Material

24.1 Acceptable Material for Drop-off includes the following:

- (a) Automobile tires separated from the rims and free of foreign Material and excessive moisture;
- (b) Asphalt and concrete;

- (c) Batteries, either single use alkaline or rechargeable (excludes electric-vehicle batteries or traction batteries);
- (d) Blue Box Material;
- (e) Bulky Goods;
- (f) Clothing for re-use;
- (g) Collectable Material;
- (h) Construction, Renovation and Demolition Material, including drywall, wood, metal, PVC pipe and other building Materials;
- (i) Electrical and Electronic Equipment with personal information removed;
- (j) Garbage;
- (k) Grey Box Material;
- (l) Household items for re-use including small appliances and toys and other such goods;
- (m) Large Rigid Plastic;
- (n) Mattresses up to a maximum of four (4) per load, with the exception of loads delivered by the Region's Collection Contractor;
- (o) Shingles;
- (p) White Goods, and
- (q) Other Material As Designated.

24.2 There may be locations where less than this full list may be Acceptable. Consult the sources listed in Section 54 for further information.

25. Acceptable Composting Material

25.1 Acceptable Material for composting includes the following:

- (a) Brush;
- (b) Christmas Trees;
- (c) Green Bin Material;
- (d) Leaf and Yard Material;
- (e) Grass Clippings; and
- (f) Other Material As Designated.

25.2 There may be locations where less than this full list may be Acceptable. Consult the sources listed in Section 54 for further information

26. Acceptable Household Hazardous Waste Material

26.1 Acceptable Material for Household Hazardous Waste is:

- (a) aerosol cans with contents remaining;
- (b) antifreeze;
- (c) batteries (all types);
- (d) barbeque propane tanks;
- (e) corrosive cleaners including inorganic acids, bases and oxidizers;
- (f) fertilizers and other inorganic oxidizers;
- (g) fire extinguishers;
- (h) flammable liquids such as solvents and thinners;
- (i) fluorescent light tubes;
- (j) gasoline and fuels;

- (k) medications;
- (l) mercury switches and thermometers;
- (m) motor oil;
- (n) oil filters;
- (o) pesticides and herbicides;
- (p) paint;
- (q) paint sludge;
- (r) pharmaceuticals;
- (s) pool chemicals;
- (t) small gas cylinders such as propane, oxygen, carbon dioxide, helium, expanding foam;
- (u) Sharps in puncture-proof containers; and
- (v) other Material As Designated.

26.2 All Household Hazardous Waste Material must be in acceptable containers, which conform to the following requirements:

- (a) Must be in the original or clearly labelled container, indicating contents;
- (b) All containers must be capped and sealed;
- (c) Liquid wastes must not be larger than 20 litres each. Barrels and/or drums of liquid waste will not be accepted;
- (d) Gasoline will not be decanted at depots. The container and the contents will be taken for safe disposal;

- (e) No industrial, commercial or institutional hazardous waste will be accepted; and
- (f) Other acceptable containers As Designated.

27. Acceptable Landfilling Material

27.1 Acceptable Material for Landfilling is:

- (a) asbestos if prepared as set out in Section 28;
- (b) Bulky Goods, with the exception of those items which can be re-used or recycled;
- (c) Construction, Renovation and Demolition Material with wood, drywall, metal and other recyclable Material separated;
- (d) Garbage;
- (e) soil or dirt in acceptable quality and quantity, as determined by the Region; and
- (f) other Material As Designated.

28. Acceptable Asbestos Preparation and Acceptance Procedures

- 28.1 No Person shall unload or dispose of asbestos at a Regional Drop-Off Location unless such unloading or disposal is in accordance with the conditions set out in this Section.
- 28.2 Any Person dropping off asbestos shall contact the Region at least twenty-four (24) hours prior to delivery of the asbestos to allow for preparation of the Regional Drop-Off Location designated area.
- 28.3 All asbestos must be contained in a rigid, impermeable, sealed container of sufficient strength to accommodate the weight and nature of the asbestos, or the asbestos Material must be double bagged in two (2) six millimetre polyethylene bags. The container must be free from punctures, tears or leaks and shall be clearly labelled to indicate the nature of the contents.

The external surface of the container and the vehicle used for the transport of the asbestos must be free of asbestos.

- 28.4 During unloading, the packaged asbestos shall be handled individually and care taken to place the packages in the designated area to avoid spillage. This unloading shall be the responsibility of the Person dropping off the asbestos.
- 28.5 The unloading shall only be done in the presence of the Region to ensure that no loose asbestos or broken containers are unloaded and that no airborne particulate is generated.
- 28.6 In the event that loose asbestos or broken containers are found, the Person dropping off the asbestos shall repackage the Material with additional containers or bags provided in his/her vehicle.
- 28.7 The asbestos containers shall be placed directly in the designated area which has been prepared by the Region.

29. Material Requiring Special Handling

- 29.1 Any Person dropping off Material requiring special handling (such as dusty Material) shall contact the Region at least 24 hours prior to delivery to a Regional Drop-Off Location to receive handling instructions from the Region and to allow for preparation of the Regional Drop-Off Location designated area.
- 29.2 The unloading of the Material requiring special handling shall be the responsibility of the Person dropping it off.
- 29.3 The Material requiring special handling shall be placed directly in the designated area by the Person dropping it off.
- 29.4 Material requiring special handling is only accepted Mondays to Fridays, between the hours of 8:30 a.m. and 3:00 p.m.

30. Fees

- 30.1 The Region shall set fees to be paid by Persons for the drop-off of Material at Regional Drop-Off Locations.
- 30.2 The fees are set out in the Region's Fees and Charges By-law as amended from time to time.

31. Access

- 31.1 Access to a Regional Drop-Off Location shall be limited to the days and times As Designated by the Region. Days and hours of operation are posted at each permanent location.
- 31.2 Access to a Regional Drop-Off Location shall be limited to Persons who are:
 - (a) commercial haulers who have provided a copy of their Ministry of the Environment, Conservation and Parks Waste Management System Certificate and, when requested by the Region, proof satisfactory to the Region that the Material they bring for drop-off has been generated from within the Region; or

- (b) non-commercial haulers who, upon request, have provided proof of their residency in the Region satisfactory to the Region.

31.3 The Region may further limit access to certain Regional Drop-Off Locations As Designated.

31.4 The Region may specify time schedules and pre-deposit conditions for Persons seeking access to a Regional Drop-Off Location.

31.5 The Region may refuse access to a Person at the Region's discretion if:

- (a) the Person has violated this By-law;
- (b) the Person is likely to violate this By-law;
- (c) the Person owes money to the Region pursuant to this By-law;
- (d) the Person is transporting Material which is unacceptable for deposit at the Regional Drop-Off Location;
- (e) the Person's vehicle load is not fully covered and/or secured;
- (f) the Person's vehicle appears to be unsafe; or
- (g) the Person uses abusive or offensive language or behaviour toward workers or other Persons at the Regional Drop-Off Location.

PART V - REGIONAL DROP-OFF LOCATION RESTRICTIONS AND RESPONSIBILITIES

32. Drop-off Restrictions

32.1 The following restrictions apply at Regional Drop-Off Locations:

- (a) all drivers shall ensure the vehicle load is fully covered and/or secured and the vehicle is not over loaded;

- (b) all drivers shall bring vehicles to a complete stop and await the direction of the Region's site attendant before entering or leaving the weigh scale;
- (c) all drivers shall identify the Material type and source to the Region's site attendant;
- (d) all vehicles shall weigh inbound and outbound unless instructed otherwise by the Region's site attendant;
- (e) no Material originating from outside the Region shall be dropped off;
- (f) all Material deposited shall become the property of the Region and may be salvaged, recycled, reclaimed, disposed of and otherwise dealt with as the Region may deem fit;
- (g) no Person, while at a Regional Drop-Off Location, shall operate a vehicle or do any other thing without exercising due care and attention or in a manner that causes or is likely to cause injury or harm to any Person or damage to any property;
- (h) no Person, while at a Regional Drop-Off Location, shall:
 - i. indulge in any riotous, violent, threatening or illegal conduct, or use profane or abusive language as determined by the Region; or
 - ii. create a Nuisance or in any way interfere with the use of a Regional Drop-Off Location by any other Person;
 - iii. Any person deemed by staff to be engaging in these behaviours may be refused service and/or requested to leave the premises.
- (i) no Person shall deposit or allow or cause to be deposited Materials except in bins or disposal areas for such purposes;
- (j) all Persons shall at all times obey all signs and directions of the Region, its site attendants or staff or contractors' staff;

- (k) all Persons shall enter or exit a Regional Drop-Off Location by the designated access and exit routes;
- (l) no Person shall deposit or permit to be deposited Garbage into recycling bins or composting areas;
- (m) no Person shall deposit Recyclable Material including Leaf and Yard Material, Green Bin Material, Blue Box Material, Grey Box Material and/or other Material As Designated into the Garbage area located at the Drop-off/Recycling Depot or in the area designated for Landfilling;
- (n) no Person shall cause or permit a vehicle to idle for more than three (3) minutes in a sixty (60) minute period.

32.2 Violation(s) of Restrictions at Regional Drop-Off Locations:

- (a) On the first occasion of violation of any of the restrictions in Section 32.1 above, a written warning notifying the Person of his/her violation may be issued by the Region; or
- (b) On the first or any subsequent occasion of violation of any of the restrictions in Section 32.1 above, the Person may be charged with an offence under the *Provincial Offences Act*, R.S.O. 1990, c. P.33, or as amended, of having violated this By-law, and may also be subject to being refused access to Regional Drop-Off Locations.

33. No Trespassing

- 33.1 No Person shall unlawfully enter a Regional Drop-Off Location at any time.
- 33.2 No Person shall unlawfully enter the land strip around the perimeter of a Regional Drop-Off Location (buffer lands) or a Regional Drop-Off Location property during the time that the Regional Drop-Off Location is closed.
- 33.3 No Person shall enter with or operate an off-road vehicle or bike of any type on any part of a Regional Drop-Off Location and/or the land strip around the perimeter of a Regional Drop-Off Location (buffer lands).

34. Drop-off Responsibilities

34.1 Every Person dropping off Material at a Regional Drop-Off Location shall:

- (a) drop off only Material acceptable for deposit As Designated;
- (b) comply with all orders or directions given by the Region's site attendants or contractors' staff;
- (c) obey all speed limit signs and other signs posted at a Regional Drop-Off Location;
- (d) separate each type of Material and deposit in areas designated for such Material by the Region;
- (e) unload Material in a safe manner and use extreme caution while unloading;
- (f) remove covers/tarpaulins and/or release turnbuckles on vehicles only in the unloading area and at the direction of the Site Attendants or contractor's staff;
- (g) remove any remaining loose Material from vehicles before leaving the unloading areas;
- (h) close and secure, in a manner acceptable to the Region, all unloading doors with chains or acceptable alternatives before departure from the unloading areas;
- (i) ensure that any child under the age of 12 remain inside the vehicle at all times;
- (j) ensure that children act responsibly at all times when outside the vehicle;
- (k) ensure that animals remain inside the vehicle at all times;
- (l) acknowledge and accept that any Person entering a Regional Drop-Off Location does so at their own risk. The Person and the Owner of

any vehicle brought upon a Regional Drop-Off Location agrees to save the Region, its contractors, agents and employees, harmless from any damages or claims whatsoever to themselves or their property, or to any other Person or property whatsoever, arising from such Person's negligence or failure to comply with their responsibilities as set out in this By-law, As Designated or otherwise;

- (m) not depart from the Regional Drop-Off Location until the relevant fees as set by the Region from time to time are paid in full, whether by cash, debit, or charged to an authorized account;
- (n) conform strictly to all legislative requirements including, in particular, the *Environmental Protection Act*, the *Occupational Health and Safety Act*, R.S.O. 1990, Ch. 0.1, and any other relevant successor legislation, any relevant regulations there under, any relevant Environmental Compliance Approval(s), and any relevant Regional By-laws, Policies, and Procedures; and
- (o) not smoke any substance anywhere on or near a Regional Drop-Off Location.

35. Refusal

- 35.1 The Region reserves the right to refuse to accept for drop-off any Material for operational and/or material handling reason.
- 35.2 The Region reserves the right to refuse to accept for drop-off Acceptable Blue Box and Grey Box Material or Household Hazardous Waste Material of large commercial quantity as determined by the Region.

36. Safe Loads

- 36.1 Persons entering a Regional Drop-Off Location shall ensure that all Material transported is secure, covered, tied, or enclosed to prevent any Material from falling onto any roadway or Public Property.

PART VI - FURTHER RESTRICTIONS

37. Illegal Dumping

37.1 **General Prohibition:**

No Person shall dump, drop, sweep, throw, cast or otherwise deposit; or permit his/her contractor, agent, employee, child under his/her care or control or animal under his/her care or control to dump, drop, sweep, throw, cast or otherwise deposit; or permit a vehicle owned by an Owner to be used by any Person for the purpose of dumping, dropping, sweeping, throwing, casting or otherwise depositing any Material whatsoever on or in any road or Public Property, or at the entrance to or around the perimeter of a Regional Drop-Off Location.

37.2 **Prohibition re: Public Space Litter/Recycling Bin:**

No Person shall dump or otherwise deposit, or permit their contractor, agent, employee, child under their care or control or animal under their care or control to dump or otherwise deposit; or permit a vehicle owned by an Owner to be used by any Person for the purpose of dumping or otherwise depositing any Material generated on a Premises owned or occupied by that Person, or at any time in the Care and Control of that Person, into or within a one (1) metre radius of a Public Space Litter/Recycling Bin on any road or Public Property.

37.3 **Prohibition re: Care and Control:**

No Person shall permit Material at any time in the Care and Control of that Person to be dumped, dropped, swept, thrown, cast or otherwise deposited by any other Person in contravention of Section 37.1 of this By-law.

37.4 For the purpose of Subsections 15.4, 37.2 and 37.3, Material shall be deemed to have been within the Care and Control of a Person at a point in time if the Material included any Material typically associated with or used by that Person and shall include but is not restricted to the following Materials:

- (a) mail and other paper products bearing the name, address or other identifying characteristics typically associated with that Person;

- (b) Material that can on a balance of probabilities be shown to have been purchased by that Person;
- (c) Material that can on a balance of probabilities be shown to have originated from Premises with respect of which a Person is considered an Owner and during the time the Person was considered an Owner;
- (d) Materials that can on a balance of probabilities be shown to have been transported in a motor vehicle owned or under the Care and Control of the Person.

38. Scavenging

- 38.1 No Person shall, without the written approval of the Region, Scavenge, interfere with, pick over, disturb, remove or scatter any Material set out for collection.
- 38.2 No Person shall Scavenge, interfere with, pick over, disturb, remove or scatter any Material at a Regional Drop-Off Location unless the Material has been designated for re-use by the Region and the Person has received permission from the Region.

39. Saving Provisions

- 39.1 A Person shall not be liable under Section 37.3 if they can establish on the basis of a balance of probabilities that such Material, deemed by Section 37.4 to have been within the Care and Control of that Person was in fact never in that Person's care or control.
- 39.2 A Person or Owner shall not be liable for breach of either Section 15.4 or 37.3 of this By-law if they establish on a balance of probabilities that they took all reasonable precautions to prevent occurrence of the offence.

PART VII - ENFORCEMENT

40. Friendly Reminders

- 40.1 To encourage compliance with this By-law, the Region may use Friendly Reminders and Final Friendly Reminders to identify or inform Persons or Owners of Non-compliance.
41. Where a Person or Owner is in Non-compliance with this By-law and if the Non-compliance continues, despite the Region's attempts to obtain voluntary compliance, the Region may issue an Order as outlined in Section 48 Notifications.
- 41.1 Notwithstanding any other provision of this By-law, no Person or Owner shall be charged with an offense for setting out, or permitting to be set out contrary to this By-law (included specific As Designated areas or collection times or schedules), any Collectable Material for collection where the As Designated provisions have not been published or communicated as set out in Section 16.6 of this By-law.
- 41.2 In addition to the publication and communication of As Designated changes set out in Section 16.6, the Region will issue a minimum of one (1) written notification to inform the Owner of the As Designated alternate schedule for the As Designated area before any such Owner is charged with an offense as set out above.
42. Enhanced Services
- 42.1 Offences under this By-law apply to all enhanced services as may be applicable.

PART VIII – OFFENCES, PENALTIES, AND FINES

43. Offences
- 43.1 Section 425 of the *Municipal Act, 2001* provides that a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence.
44. Fines – *Provincial Offences Act*

- 44.1 Every person who contravenes any provision of this By-law is guilty of an offence, and upon conviction is liable to a fine as provided for by the *Provincial Offences Act, R.S.O. 1900, Chapter P.33*, as amended.

45. Fines – *Municipal Act, 2001*

- 45.1 Section 429(1) of the *Municipal Act, 2001*, provides that a municipality may establish a system of fines for offences under a by-law of the municipality passed under the *Municipal Act, 2001*.

- 45.2 Every Person who contravenes a provision of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of this By-law by the corporation, is guilty of an offence under the provisions of the *Municipal Act, 2001*, and is liable on conviction to a penalty, where the minimum fine shall not exceed \$500 (save and except the fine for “Illegal Dumping” which carries a minimum fine of \$750), and a maximum fine, shall not exceed \$100,000, exclusive of costs under the provisions of the *Municipal Act, 2001*.

- 45.3 In the case of a continuing offence(s), every person who contravenes any provision of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of this By-law by the corporation, is guilty of an offence, and is liable on conviction, to a penalty not exceeding \$10,000 per day, or part thereof, exclusive of costs, under the provisions of the *Municipal Act, 2001*.

- 45.4 In the case of a multiple offence, for each offence included in the multiple offence, a minimum fine shall not exceed \$500 (save and except the fine for “Illegal Dumping” which carries a minimum fine of \$750) and a maximum fine shall not exceed \$10,000.

- 45.5 Notwithstanding Section 45.3 and Section 45.4, and in accordance with the provisions of the *Municipal Act, 2001*, the total of all fines for the continuous offences or multiple offences, is not limited to \$100,000.

46. Special Fines

- 46.1 In addition to the fines in Sections 44 and 45, a special fine is also chargeable and may exceed \$100,000, where an offence of this By-law has been committed and there is evidence that the Person who has committed the offence has achieved an economic advantage or gain from contravening this By-law. The intent of this section is to eliminate or reduce such economic advantage or gain or to deter the Person from further Non-compliance with this By-law.
47. Alternative Set Fine Procedure
- 47.1 In the discretion of the Region, charges may be laid for offences committed in contravention of this By-law using the certificate of offence set fine procedure set out under Part I of the Provincial Offences Act, R.S.O. 1990, Ch. P.33, or any successor legislation.
48. Order Prohibiting Continuation
- 48.1 When a Person or Owner has been convicted of an offence under this By-law, and in addition to any other remedy and to any penalty imposed by the By-law including a fine and a remedial action fee as set out in Section 49, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the Person or Owner convicted.
49. Work Orders
- 49.1 Where the Region is satisfied that a Person or Owner has failed to comply with any provision of this By-law, and a contravention has occurred, the Region may, by written notice, issue an order requiring the Person or Owner who contravened the By-law, or who caused or permitted the contravention, or the Person or Owner or Occupant of the land on which the contravention occurred, to do work to correct the contravention, as set out in the *Municipal Act, 2001*, S.O. 2001, c.25, or as amended.
- 49.2 The Order shall set out:
- (a) The municipal address and/ or the legal description of the property or land on which the contravention occurred;

- (b) Reasonable particulars of the contravention adequate to identify the contravention;
- (c) The work to be done and the date by which there must be compliance with the Order.

49.3 Every Person or Owner who contravenes an Order is guilty of an offence.

49.4 Any Order issued under this By-law may be given by ordinary mail, registered mail or hand delivered to the address of the Person or Owner according to the last revised assessment roll of the subject property or the notice may be posted at the subject property, and such service shall be deemed good and sufficient service.

49.5 Where an Order has been served on an Owner/Occupant by personal service or posting a copy on the property, it is deemed to be delivered immediately.

49.6 Where an Order is given by: ordinary mail, it is deemed to have been received three (3) days after mailing; and by registered mail, it is deemed to have been received on date of delivery.

49.7 Every Person or Owner shall comply with any Order issued under the authority of this By-law.

50. Remedial Actions

50.1 Where a Person or Owner is in default of an Order, the Region may, without notice and in addition to any other action, cause the work to be done at the Person or Owner's expense. Without limitation, the Region, its employees, agents or contractors may access and remove such Material or carry out the work required to make the property comply with this By-law.

50.2 Any Material removed may be immediately disposed of.

50.3 The Region may invoice the Person or Owner for all costs associated with the work done pursuant to Section 46 including, but not limited to, court costs, Regional and/or local government administrative and legal fees, contractors' invoices, disposal fees and interest at a rate of fifteen (15%)

per cent per annum from the day the Region incurs such costs. The Region may include a minimum disposal charge of one hundred and fifteen (\$115.00) dollars in the event the Material cleaned up is not separately weighed.

50.4 Such costs may be charged and enforced separately or in addition to any other enforcement action undertaken pursuant to this By-law, not as an alternative to same.

50.5 In the event that a Person or Owner was provided an invoice for costs in accordance with Section 48, and the invoice is not paid by the Person or Owner within sixty (60) days of issuance, the costs may be recovered by action or by adding the costs to the tax roll and collecting them in the same manner as taxes in accordance with section 446 of the *Municipal Act, 2001*, S.O. 2001, c.25, as may be amended from time to time.

50.6 The amount of the costs constitutes a lien on the land or Premises involved upon the registration in the proper land registry office of a notice of lien.

51. Entry for Enforcement

51.1 By-law enforcement officers may enter on private properties or new and redeveloped roadways on private or public properties for the purpose of enforcing this By-law, but may not enter a residential dwelling without the occupant's permission, or unless so authorized by order of a court of competent jurisdiction.

PART IX - GENERAL

52. Conflicts of Laws

52.1 Where a provision of this By-law conflicts with a provision of another By-law in force in the Region, the provisions that establish the higher standards to protect the health, safety and welfare of the general public shall prevail.

53. Schedules

53.1 The Schedules to this By-law form an integral part of this By-law.

54. Further Information on Material Preparation

54.1 More detailed instructions on preparation of Material for collection or drop off at a Regional Drop-Off Location are available on the Region's website at www.niagararegion.ca or in publications updated and distributed by the Region from time to time or by contacting the Waste Info-line Monday to Friday, 8:30am – 4:30pm, at 905-356-4141 or Toll-free at 1-800-594-5542.

54.2 More detailed instructions on preparation of Blue Box Material and Grey Box Material not collected by the Region and falls under the provincial Common Collection System along with related customer service inquiries are available at the Producer Responsibility Organization (PRO) website circularmaterials.ca/niagara.

55. Delegation of Powers to Commissioner of Public Works

55.1 The Commissioner of Public Works or their designate is delegated the administrative power by Council to implement minor program changes which have no negative financial impact and/or minimal service level implications to the Waste Management system of the Region under this Bylaw, including but not limited to:

- (a) alteration to the classes and lists of Material in this By-law requiring specific treatment or preparation for collection or drop-off at Regional Drop-Off Locations;
- (b) appoint By-law Enforcement Officers for the purpose of the enforcement of this By-law;
- (c) changes to the forms in use for notification to the public, such as Friendly Reminders, and Friendly Final Reminders;
- (d) changes to the requirements for Material preparation for collection or drop-off at a Regional Drop-Off Location;

- (e) changes to the procedure for scheduling collection of specialty items such as Bulky Goods;
- (f) changes to the new and redevelopment agreements as set out in Section 20;
- (g) temporary changes to access, time schedules or opening hours at Regional Drop-Off Locations; and
- (h) establishment of such other matters as are necessary for the proper administration of this By-law.

56. Severability

56.1 If any provision of this By-law is declared invalid for any reason by a court of competent jurisdiction, only that invalid portion of the By-law shall be severed and the remainder of the By-law shall still continue in force.

57. Environmental Compliance Approvals

57.1 The provisions of this By-law shall be subject to the terms of the Environmental Compliance Approvals for any Regional Drop-Off Location or any other waste management facilities or systems operated by or on behalf of the Region, and any relevant statutes and regulations.

58. References

58.1 Any reference to a statute is to such statute and to the regulations made pursuant to it, as such statute and regulations may at any time be amended or modified and in effect, and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

59. Short Title of By-law

59.1 The short title of this By-law is the "Waste Management By-law".

60. Force and Effect Date

60.1 Except as otherwise specified in this By-law, this By-law shall come into force and effect on the date passed by Regional Council.

61. Interpretation

61.1 The necessary grammatical changes required to make the provisions of this By-law applicable to corporations, partnerships, trusts and persons, and to include the singular or plural meaning where the context so requires, shall in all cases be assumed as though fully expressed.

61.2 The words "include" and "including" are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

61.3 The insertion of headings and the division of this By-law into sections and subsections are for convenience of reference only and shall not affect the interpretation thereof.

62. Repeal of Prior By-law

62.1 By-law No. 2017-56 is hereby repealed.

THE REGIONAL MUNICIPALITY OF NIAGARA

James Bradley, Regional Chair

Ann-Marie Norio, Regional Clerk

Passed: May 19, 2022

SCHEDULE "A"

COLLECTABLE VOLUME LIMITS

Table 1: Garbage Container Limits

Type of Premises (as Assessed by MPAC)	Container Limit	Collection Frequency
<p>A. Low Density Residential (LDR) Premises including:</p> <ul style="list-style-type: none"> • single-family detached with one self-contained unit, • semi-detached residential with 2 residential homes, both self-contained units; • duplex residential structure with 2 self-contained units; • residential buildings with three (3) to six (6) units; • cottage properties with up to six (6) cottages; • Bed and Breakfast establishments with three (3) bedrooms or less; • structures with six (6) or more units that are considered horizontal, row or townhouses or condo housing; • vertical structures where all units have a primary exterior door directly accessing ground level that is visible from the collection point (including stacked townhouse structures) • trailer parks (only those classified as LDR in MPAC), • boarding homes with six (6) or fewer rooms; and • residential farms 	2 per self-contained unit	Every-other-week

SCHEDULE "A"

COLLECTABLE VOLUME LIMITS

Type of Premises (as Assessed by MPAC)	Container Limit	Collection Frequency
B. Multi-Residential Premises are residential buildings containing seven (7) or more self-contained units, including but not limited to, apartments, condominiums and rentals, nursing and retirement homes, cottage properties with seven (7) or more cottages, boarding homes with seven (7) or more rooms, Group Homes, and vertical structures (stacked townhouses or similar style) where one or more unit does not have a primary external access door directly accessing ground level and cannot be serviced as a Type A Premises, and mobile homes (not assessed by MPAC as Low Density Residential Units).	2 per self-contained unit up to a maximum 24 per building	Every-other-week
C. Premises used for one or more institutional, commercial or industrial purposes inside Designated Business Area and Bed and Breakfasts with four (4) or more bedrooms inside Designated Business Areas.	Maximum 4 per Premises	Weekly
D. Mixed use Premises used for one or more institutional, commercial or industrial and residential purposes inside Designated Business Area.	Maximum 4 per Premises	Weekly
E. Premises used for one or more institutional, commercial or industrial purposes outside Designated Business Area and Bed and Breakfasts with four (4) or more bedrooms outside Designated Business Areas are Type E Premises.	Maximum 8 per Premises	Every-other-week
F. Mixed use Premises used for one or more institutional, commercial or industrial and residential purposes outside Designated Business Area.	Maximum 8 per Premises	Every-other-week

SCHEDULE "A"

COLLECTABLE VOLUME LIMITS

Table 2: Recycling Container Limits

Type of Premises (as Assessed by MPAC or as defined under O. Reg. 391/21)	Container Limit	Collection Frequency
C. Premises used for one or more institutional, commercial or industrial purposes inside Designated Business Area and Bed and Breakfasts with four (4) or more bedrooms inside Designated Business Areas.	Unlimited	Weekly
D. Mixed use Premises used for one or more institutional, commercial or industrial and residential purposes inside Designated Business Area.	Commercial Component Only: Unlimited Residential Component: Provided through the provincial Common Collection System.	Weekly
E. Premises used for one or more institutional, commercial or industrial purposes outside Designated Business Area and Bed and Breakfasts with four (4) or more bedrooms outside Designated Business Areas are Type E Premise.	Combined limit of the eight (8) Blue and Grey Carts or the equivalent in Blue and Grey Boxes as determined solely by the Region.	Weekly

SCHEDULE "A"

COLLECTABLE VOLUME LIMITS

Type of Premises (as Assessed by MPAC or as defined under O. Reg. 391/21)	Container Limit	Collection Frequency
F. Mixed use Premises used for one or more institutional, commercial or industrial and residential purposes outside Designated Business Area.	Commercial Component Combined limit of the eight (8) Blue and Grey Carts or the equivalent in Blue and Grey Boxes as determined solely by the Region. Residential Component: Provided through the provincial Common Collection System.	Weekly

SCHEDULE "A"

COLLECTABLE VOLUME LIMITS

Table 3: Organic Container Limits

Type of Premises (as Assessed by MPAC)	Container Limit	Collection Frequency
<p>A. Low Density Residential (LDR) Premises including:</p> <ul style="list-style-type: none"> • single-family detached with one self-contained unit; • semi-detached residential with 2 residential homes, both self-contained units; • duplex residential structure with 2 self-contained units; • residential buildings with three (3) to six (6) units; • cottage properties with up to six (6) cottages; • Bed and Breakfast establishments with three (3) bedrooms or less; • structures with six (6) or more units that are considered horizontal, row or townhouses or condo housing; • Vertical structures where all units have a primary exterior door directly accessing ground level that is visible from the collection point (including stacked townhouse structures); • trailer parks (only those classified as LDR in MPAC); • boarding homes with six (6) or fewer rooms; and • residential farms 	Unlimited per self-contained unit	Weekly

SCHEDULE "A"

COLLECTABLE VOLUME LIMITS

Type of Premises (as Assessed by MPAC)	Container Limit	Collection Frequency
B. Multi-Residential Premises are residential buildings containing seven (7) or more self-contained units, including but not limited to, apartments, condominiums and rentals, nursing and retirement homes, cottage properties with seven (7) or more cottages, boarding homes with seven (7) or more rooms, Group Homes, and vertical structures (stacked townhouses or similar style) where one or more unit does not have a primary external access door directly accessing ground level and cannot be serviced as a Type A Premises, and mobile homes (not assessed by MPAC as Low Density Residential Units).	Quantity as determined by the Region on a request only basis for Green Bins or Carts	Weekly
C. Premises used for one or more institutional, commercial or industrial purposes inside Designated Business Area and Bed and Breakfasts with four (4) or more bedrooms inside Designated Business Areas.	Unlimited	Weekly
D. Mixed use Premises used for one or more institutional, commercial or industrial and residential purposes inside Designated Business Area.	Unlimited	Weekly
E. Premises used for one or more institutional, commercial or industrial purposes outside Designated Business Area and Bed and Breakfasts with four (4) or more bedrooms outside Designated Business Areas are Type E Premises.	Limit of eight (8) Green Carts or the equivalent number of Green Bins as determined solely by Niagara Region.	Weekly
F. Mixed use Premises used for one or more institutional, commercial or industrial and residential purposes outside Designated Business Area.	Unlimited	Weekly

SCHEDULE B

FRIENDLY REMINDER NOTICE



Dear Property Owner/Tenant:

Failure to comply with the following may result in charges under Niagara Region's Waste Management By-Law. To ensure compliance with guidelines noted below, Enforcement Staff will return to the property on: _____

NON-COMPLIANT SETOUT

- ☐ Garbage placed at the curb on the wrong week
- ☐ Materials (garbage, recycling, Green Bin, large household items, etc.) must **NOT** be set out before 5 p.m. on the evening before scheduled collection and must be at the curb by 7 a.m., the day of collection.
- ☐ Containers and any material not collected **MUST** be removed from the curbside no later than 7 p.m. on your collection day
- ☐ Container or bag is more than 91 cm (3ft.) in height by 61 cm (2 ft.) in diameter and/or has an affixed lid
- ☐ Materials must **NOT** be placed at the curbside in an uncontained pile
- ☐ Containers or bags weigh more than 22.7 kg (50 lbs)
- ☐ Materials must be removed immediately from the curbside

OVER LIMIT

- ☐ Your property is over the maximum garbage container/bag limit of ____ per collection
- ☐ Property does not have a diaper exemption

BULKY GOODS/LARGE ITEMS


- ☐ Residents of single-family, semi-detached or properties with six units or less are required to:
Complete the online booking form at niagararegion.ca/waste or call GFL 1-855-971-4550 at least **2 BUSINESS DAYS IN ADVANCE** of your regular collection day to arrange a **FREE** pick up.
- ☐ A maximum of four items can be booked for collection
- ☐ Large item pick up is not available for:
 - Apartments with 7 or more units
 - Mixed use properties (commercial and residential)
 - Commercial, industrial or institutional properties

Waste Info-Line
905-356-4141 or 1-800-594-5542
Monday to Friday: 8 a.m. – 5 p.m.

Niagara Region
niagararegion.ca/waste

SCHEDULE B

FRIENDLY REMINDER NOTICE

 <p>BOX IT. BIN IT. SORT IT.</p>	<p>FRIENDLY REMINDER Curbside Collection Services</p>
<p>UNACCEPTABLE MATERIALS</p>	
<ul style="list-style-type: none"> <input type="checkbox"/> Household Hazardous Waste. Accepted FREE of charge at Household Hazardous Waste Depot. Commercial material not accepted. <input type="checkbox"/> Syringes and sharps <input type="checkbox"/> Automotive parts and tires <input type="checkbox"/> Electronics, appliances and metal household items <input type="checkbox"/> Construction, renovation or demolition materials. Materials can be taken directly to the landfill. Disposal fees will apply. <input type="checkbox"/> Garbage containing recycling, Green Bin or Leaf & Yard Materials 	
<p>BLUE/GREY BOX</p>	
<ul style="list-style-type: none"> <input type="checkbox"/> Mixed Blue and Grey Box materials are NOT acceptable <input type="checkbox"/> Material not accepted in recycling program <input type="checkbox"/> All plastic bags and recyclable plastic film and outer-wrap must be placed inside one plastic bag (not loose) in the Grey Box <input type="checkbox"/> Cardboard must be bundled together and no larger than 91 cm (3 ft.) x 91 cm (3 ft.) x 91 cm (3 ft.) 	
<p>GREEN BIN/LEAF & YARD/BRANCHES</p>	
<ul style="list-style-type: none"> <input type="checkbox"/> Grass not collected curbside <input type="checkbox"/> Sod, soil, stumps, gravel are not collected curbside <input type="checkbox"/> Liquid material is not permitted in the Green Bin <input type="checkbox"/> Material must NOT be placed in plastic bags or cardboard boxes for collection <input type="checkbox"/> Loose materials including leaves and branches are not accepted <input type="checkbox"/> Branches are only collected on designed collection weeks. The next collection week in your area is 	
<hr/> <ul style="list-style-type: none"> <input type="checkbox"/> Branches MUST be tied in bundles no longer than 1.5 m (5 ft.) and no wider than 0.5 m (1.6 ft.). Individual branches cannot exceed 7 cm (2.7 in.) in diameter. 	
<p>NOTES/COMMENTS</p> <hr/> <hr/>	
<p>Waste Info-Line 905-356-4141 or 1-800-594-5542 Monday to Friday: 8 a.m. – 5 p.m.</p>	<p>Niagara Region  niagararegion.ca/waste</p>

Subject: MCC Licence Agreement: Pelham Raiders Minor Lacrosse Association

Recommendation:

BE IT RESOLVED THAT Council receive Report # 2023-0273 – MCC Licence Agreement – Pelham Raiders Minor Lacrosse Association, for information;

AND THAT Council authorizes and directs staff to enter into a licence agreement with Pelham Raiders Minor Lacrosse Association, which agreement shall be in a form satisfactory to the Town Solicitor and substantially the same as the draft licence agreement attached hereto.

Background:

In 2017 the Town entered into licence agreements with several community groups for use of the Meridian Community Centre (MCC). Council will recall that all but one of those agreements expired in August 2023 and that the Town has entered into new agreements with those user groups. The last remaining original agreement is with the Pelham Raiders Minor Lacrosse Association ("Raiders") and will expire on March 31, 2024. The Raiders wish to continue operating at the MCC and staff have worked with them to develop the draft agreement appended to this report.

Analysis:

The Town and the Raiders have agreed in principle to the draft agreement, subject to Council approval. The draft agreement is very similar to the licence agreements with other user groups that have previously been approved by Council, with slight variations to address the specific needs of the Raiders. The term of the agreement is from April 1, 2024 to August 31, 2028, which brings its end date into conformity with all other licence agreements.

The benefits of the proposed licence agreement are set out in Report #2023-0165, which was received by Council on July 26, 2023. In brief, the licence agreements provide certainty to the Town and the licensees, support not-for-profit organizations operating in the Town, and improve the efficiency of resource allocation at the MCC.

Financial Considerations:

There is no substantial financial impact associated with the proposed agreement with the Raiders. The Raiders will be permitted limited use of a meeting room

without charge but will otherwise be required to pay standard rental rates for facility rentals. The Raiders will also pay a modest annual licence fee.

Alternatives Reviewed:

Council may direct staff not to enter into the proposed agreement or may direct changes to its terms.

Strategic Plan Relationship: Community Development and Growth

The proposed licence agreement supports the operations of the Raiders and thereby facilitates the delivery of programs that benefit the public.

Consultation:

The Director of Recreation, Culture and Wellness and the Supervisor of Recreation Programs and Facilities were involved in the discussions with the Raiders and were consulted in the preparation of this report.

Other Pertinent Reports/Attachments:

Draft Licence Agreement – Pelham Raiders Minor Lacrosse Association.

Prepared and Recommended by:

Jennifer Stirton, BSc(Hons), LL.B.
Town Solicitor

Approved and Submitted by:

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

THIS AGREEMENT made on the ____ day of _____, 2024 ("the Agreement").

B E T W E E N:

THE CORPORATION OF THE TOWN OF PELHAM

("the Town")

- and -

PELHAM RAIDERS MINOR LACROSSE ASSOCIATION

("the Licensee")

WHEREAS the Town owns the Meridian Community Centre located at 100 Meridian Way in the Town of Pelham ("the Facility"); and

WHEREAS the Licensee is a youth lacrosse association that desires to use the Facility for its operations and to obtain a licence from the Town for that purpose; and

WHEREAS the Town has agreed to grant a licence to the Licensee on the terms and conditions set out in this Agreement; and

WHEREAS the Licensee is a corporation incorporated pursuant to the laws of Ontario and has properly authorized entering into this Agreement; and

WHEREAS By-law No. [XX-2024] was passed by the Council of the Town on [DATE], authorizing the Town to enter into this Agreement;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Town and the Licensee (each "a party" and collectively "the parties") agree as follows:

1. TERM

- 1.1. The term of this Agreement shall be from April 1, 2024 to August 31, 2028 ("the Term") unless terminated earlier in accordance with the provisions herein.
- 1.2. This Agreement may be renewed or extended, on the same or different terms as contained herein, and subject to approval by Council of the Town.

2. GRANT OF LICENCE

- 2.1. The Town hereby grants to the Licensee a licence to enter and use the Facility during the Term for the purposes of lacrosse practice, training, clinics, games, tournaments and meetings as set out in this Agreement and in accordance with all terms and conditions contained herein.
- 2.2. Nothing in this Agreement shall be deemed, construed or interpreted to grant any easement, title, right or interest in the Facility to the Licensee or to create any partnership, agency or joint venture relationship between the parties.

3. PELHAM MINOR LACROSSE ASSOCIATION PREMISES

- 3.1. Subject to subsections 3.4 and 3.5, during the Term the Licensee shall have an exclusive licence to use one (1) storage room and, from the tenth (10th) day of April to the tenth (10th) day of August in each year of the Term, one (1) coach office within the Facility and the dressing room at the Facility identified as "Team Change Room No. 7" ("the Premises").
- 3.2. Subject to subsection 3.5, during the Term the Licensee shall further have an exclusive licence to use those areas of the Facility known as the Accipiter Arena and the Duliban Arena, together with appurtenant dressing rooms, while rented by the Licensee pursuant to section 4 of this Agreement but shall otherwise have no licence in relation to those areas.
- 3.3. During the Term the Licensee shall have a non-exclusive licence to use other areas of the Facility for the purposes described subsection 2.1, subject to the Town's approval of any events or activities not otherwise provided for herein. The Licensee shall further have a non-exclusive licence to use designated areas of the Accipiter Arena to display one (1) or more banners, with the number and placement of such banner(s) to be agreed to by the parties from time to time.
- 3.4. Notwithstanding subsection 3.1, the Town shall have the right to enter the Premises for any purpose whatsoever upon providing twenty-four (24) hours' notice to the Licensee. The Licensee shall not be entitled to any compensation for any inconvenience, nuisance or discomfort occasioned thereby.
- 3.5. Notwithstanding subsections 3.1 and 3.2, in the event of an emergency the Town shall have the right to enter all areas of the Facility without notice and the Licensee shall not be entitled to any compensation for any inconvenience, nuisance or discomfort occasioned thereby.
- 3.6. The Licensee shall be responsible for the installation, maintenance and repair of improvements within the Premises but shall not undertake any such work without first obtaining the prior written consent of the Town.
- 3.7. The Licensee shall be responsible for routine cleaning and maintenance of the Premises and shall keep the Premises in a condition satisfactory to the Town. The Town shall conduct periodic inspections of the Premises upon providing notice to the Licensee as required by subsection 3.4.

- 3.8. In the event that the Licensee fails to maintain the Premises in a condition satisfactory to the Town, the Town may arrange for cleaning of the Premises at the expense of the Licensee.

4. ARENA AND MEETING ROOM PREMISES

- 4.1. The parties acknowledge and agree that in each year of the Term, the Licensee shall be entitled to rent the Accipiter Arena or the Duliban Arena as follows:
- a. from the tenth (10th) day of April to the tenth (10th) day of August, up to six (6) hours of daily floor time from Monday to Thursday, with the preferred hours of the Licensee being from 4:00 p.m. to 10:00 p.m.;
 - b. from the tenth (10th) day of April to the tenth (10th) day of August, two (2) to four (4) hours of floor time on each of four (4) Saturdays and four (4) to eight (8) hours of floor time on each of four (4) additional Saturdays; and
 - c. on the second (2nd) weekend in July, three (3) days to host the annual Paper Weight Tournament.
- 4.2. The Town shall make efforts to accommodate any arena preference of the Licensee and its preferred hours as set out in subsection 4.1 but the Licensee acknowledges and agrees that the Town shall be under no obligation to do so.
- 4.3. The Licensee shall rent additional floor time as needed and as available for practices, training, clinics, games or tournaments operated by the Licensee.
- 4.4. On or before the first (1st) day of rental in each year of the Term, the Licensee and the Town shall agree in writing to a schedule of the rental hours to which the Licensee is entitled under subsection 4.1.
- 4.5. The Licensee shall sign a standard facility rental agreement with the Town for each rental described herein.
- 4.6. For all games of the Licensee held at the Facility, the Town shall make efforts to ensure that all concession operations at the Facility are open and available from approximately one (1) hour prior to the start of the game until the end of the game.
- 4.7. For all games of the Licensee held at the Facility, where the Licensee reasonably anticipates that four hundred (400) or more patrons will be in attendance, it shall hire one (1) or more licensed security guards for every four hundred (400) patrons attending the game and shall hire additional security guards as directed by the Town where the Town, acting reasonably, determines that this is required for the safety of patrons at the game.
- 4.8. The Licensee shall be entitled to use one (1) meeting room at the Facility once a month for up to three (3) hours for the purpose of holding meetings hosted by the Licensee. The Licensee shall provide the Town with the dates and times of all such meetings as soon as they are set so that the Town may identify and allocate the meeting room(s) to be made available to the Licensee.

- 4.9. The Licensee shall not be required to pay a fee for use of the meeting room(s) as set out in subsection 4.8; however, the Licensee shall sign a standard facility rental agreement with the Town for each such meeting room use.

5. FEES PAYABLE BY LICENSEE

- 5.1. The Licensee shall pay an annual licence fee in the amount of one hundred dollars (\$100) for the licences granted under section 3 of this Agreement.
- 5.2. All annual licence fees are payable in advance and in full on or before the first (1st) day of April in each year of the Term.
- 5.3. In addition to annual licence fees, the Licensee shall pay rental fees for use of the Facility under section 4 of this Agreement, which shall be the standard rental rates set by the Town each year.
- 5.4. The Licensee shall pay all rental fees within thirty (30) days after the arena time to which they relate, failing which the licence granted to the Licensee under subsection 3.2 shall be suspended and the Licensee shall forfeit all scheduled arena time until all outstanding rental fees are paid in full.

6. INSURANCE AND INDEMNITY

- 6.1. During the Term, the Licensee shall obtain and maintain in full force and effect one or more policies of commercial general liability insurance with aggregate limits of not less than five million dollars (\$5,000,000) per occurrence. The policy or policies shall include coverage for bodily injury, death and property damage and shall contain cross-liability and severability of interest clauses.
- 6.2. The Licensee's policy or policies of commercial general liability insurance shall name the Town as an additional insured with respect to this Agreement and shall contain an undertaking by the insurer(s) to give thirty (30) days written notice to the Town of any material change to the coverages and/or the expiry or cancellation of the said policy or policies.
- 6.3. The Licensee shall provide the Town with proof of insurance on or before the first (1st) day of April in each year of the Term.
- 6.4. Any failure by the Licensee to obtain or provide proof of insurance as required by this Agreement constitutes a default by the Licensee that entitles the Town to terminate this Agreement immediately and without further notice or liability.
- 6.5. The Licensee and the Town shall each indemnify and save harmless the other and its officers, employees, volunteers and agents from and against all losses, claims, actions, demands and liabilities for personal injury or property damage arising as a direct or indirect result of this Agreement, where such claims are caused wholly or in part by the negligence of the Licensee or the Town, as the case may be, or by anyone for whom it is in law responsible.

- 6.6. Notwithstanding subsection 6.5, the Licensee shall use the Facility at its sole risk and the Town shall not be liable for any loss or damage sustained by the Licensee or persons using the Facility pursuant to the licences granted herein, except to the extent that such loss or damage is caused by the negligence of the Town or anyone for whom it is in law responsible.
- 6.7. The Licensee shall give immediate written notice to the Town of any incident, injury or harm to any person using the Facility pursuant to the licences granted herein and shall further give immediate written notice to the Town of any loss, damage or defect at any part of the Facility that comes to the attention of the Licensee.

7. DEFAULT AND TERMINATION

- 7.1. This Agreement is conditional on the Licensee obtaining all necessary permits and approvals to construct any improvements at the Premises and to operate at the Facility. A failure by the Licensee to obtain any necessary permits or approvals constitutes a default by the Licensee that entitles the Town to terminate this Agreement immediately and without further notice or liability.
- 7.2. Failure to comply with any of the terms and conditions of this Agreement shall be just cause for its termination. If either of the Licensee or the Town defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give written notice of the default and shall provide thirty (30) days to remedy it, failing which the non-defaulting party may terminate this Agreement by written notice.
- 7.3. The Town and the Licensee shall have the option to terminate this Agreement at any time upon giving ninety (90) days' written notice to the other party.
- 7.4. This Agreement may be amended or terminated at any time during the Term by mutual agreement of the parties. Any such agreement shall be made in writing, signed by the parties and appended to this Agreement.
- 7.5. Upon termination of this Agreement by expiry or otherwise, the Licensee shall promptly remove any fixtures, equipment, goods or chattels it has installed or placed at the Premises or the Facility and shall repair any damage resulting from such removal to the satisfaction of the Town. The Licensee shall further peaceably surrender to the Town vacant possession of the Premises.

8. DISPUTE RESOLUTION

- 8.1. In the event that a dispute arises as to the interpretation, application or execution of this Agreement, including but not limited to a party's rights or responsibilities or an allegation of default, the party that disputes the other party's position or conduct shall immediately provide written notice of the dispute to the other party.

- 8.2. Where a notice of dispute is received in accordance with subsection 8.1, the parties shall attempt to resolve the dispute through negotiation for a period of thirty (30) days from the date on which the notice is delivered. The parties may extend the negotiation period if they agree that a reasonable extension is likely to resolve the dispute.
- 8.3. If a dispute cannot be resolved by the parties through negotiation, it shall be arbitrated in accordance with the *Arbitration Act, 1991*, S.O. 1991, c. 17. The decision of the arbitrator shall be final and binding on the parties.
- 8.4. The Licensee and the Town shall each bear their own costs associated with the determination of disputes arising under this Agreement, including but not limited to legal and arbitration costs.

9. GENERAL

- 9.1. This Agreement constitutes the entire agreement between the parties relating to matters set out herein. There are no representations, promises, covenants or other terms relating to the subject matter of this Agreement and this Agreement supersedes any prior discussions, understandings or agreements between the parties in relation to its subject matter.
- 9.2. The rights and obligations specified in any provision of this Agreement which by their nature would reasonably be interpreted as intended by the parties to survive the termination of this Agreement shall survive such termination.
- 9.3. The invalidity or unenforceability of any particular term of this Agreement shall not limit the validity or enforceability of the remaining terms, each of which is distinct and severable from all other terms of this Agreement.
- 9.4. Waiver by a party of any provision of this Agreement shall not constitute a waiver in any other instance and any such waiver must be made in writing. Any delay or failure on the part of either party to enforce any right, power or remedy conferred by this Agreement shall not constitute a waiver and shall not operate as a bar to that party exercising or enforcing such right, power or remedy at any subsequent time.
- 9.5. This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.
- 9.6. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and laws of Canada applicable therein.
- 9.7. All communications required under or contemplated by this Agreement shall be considered to have been sufficiently given if delivered by hand, sent by registered mail or sent by email to the party to which such notice is directed as set forth below:

If to the Licensee: Pelham Raiders Lacrosse Association
c/o Dan Bowman, President
21 Deerpark Crescent
Fonthill ON L0S 1E1

Attention: Dan Bowman, President
laxpresident@gmail.com

If to the Town: The Corporation of the Town of Pelham
P.O. Box 400
20 Pelham Town Square
Fonthill ON L0S 1E0

Attention: Jennifer Stirton, Town Solicitor
jstirton@pelham.ca

or such other address of which either party has notified the other, in writing, and any such notice mailed or delivered shall be deemed sufficient under the terms of this Agreement.

- 9.8. Notices delivered or sent by registered mail are deemed to be effective on the date of receipt. Notices sent by email are deemed to be effective on the day the email is sent or, if sent after 4:00 p.m., on the following day.
- 9.9. This Agreement may be signed in counterpart, each of which is an original and all of which together constitute a single document. Counterparts may be executed in original or electronic form and may be exchanged by way of mail or PDF file delivered by email or facsimile transmission.

[signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement by their authorized representatives and agree to be bound thereby as of the first day of the Term.

THE CORPORATION OF THE TOWN OF PELHAM

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

PELHAM MINOR LACROSSE ASSOCIATION

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

Subject: Proposed Replacement of Cemeteries By-law

Recommendation:

BE IT RESOLVED THAT Council receive Report #2024-0015- Proposed Replacement of Cemeteries By-law, for information;

AND THAT Council approve, in principle, proposed By-law No. 03-2024, being the Cemeteries By-law, subject to finalization of subsections 9.19 and 9.20 of the proposed By-law pursuant to Council direction;

AND THAT Council direct staff to finalize subsections 9.19 and 9.20 of the proposed By-law to _____ [permit or prohibit] dogs other than service animals in Town cemeteries;

AND THAT Council direct that the proposed By-law as finalized pursuant to Council direction be presented to Council for consideration and approval at the next regular meeting of Council;

AND THAT Council direct staff to undertake all necessary steps to have the proposed By-law, as considered and approved by Council, approved by the Registrar appointed under the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33.

Background:

The Town is licensed under the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33 ("*FBCSA*") to operate three cemeteries in Pelham. The *FBCSA* and related regulations authorize the Town to make by-laws to govern operations at its cemeteries. Cemetery by-laws must comply with the *FBCSA* and must be approved by the Registrar appointed under the *FBCSA* before they come into effect. Once a cemetery by-law is approved, the cemetery operator must comply with it.

The existing by-law respecting Town cemeteries is cumbersome and out-of-date. It is based largely on sample by-laws published by the BAO and is not sufficiently tailored to the needs of the Town and its residents. As a result, staff have developed the proposed Cemeteries By-law to facilitate cemetery operations in the Town.

Analysis:

The proposed Cemeteries By-law is appended to this report. Staff propose to repeal the existing by-law and replace it with the proposed by-law for the following reasons:

1. To bring the by-law into conformity with the Town standard by-law template;
2. To simplify the language of the by-law for clarity and ease of administration; and
3. To provide a by-law that accurately and adequately reflects cemetery operations and responds to the needs of the Town and its residents.

The proposed Cemeteries By-law was developed through extensive consultation with the Town staff responsible for cemetery operations. Staff are satisfied that the proposed by-law complies with the *FBCSA* and related regulations and that it accurately describes cemetery operations and requirements. It also provides some flexibility to respond to specific circumstances as it contemplates a policy to address cases in which interment rights certificates cannot be located and gives the Director of Public Works the ability to permit an additional interment in an existing lot where it can be accommodated.

Staff request Council direction in relation to subsections 9.19 and 9.20 of the proposed by-law. The existing by-law prohibits animals other than “*leader dogs*” in any cemetery; however, this is challenging to enforce due to operational constraints. Staff are aware that dogs are frequently brought to cemeteries, where their owners often allow them to run at large and/or fail to clean up after them. The proposed by-law includes options to prohibit animals other than service animals in cemeteries or to permit leashed dogs in addition to service animals so that Council can determine how it wishes to proceed.

Once Council has provided direction in relation to subsections 9.19 and 9.20 and any other changes to the proposed by-law, staff will finalize it for consideration and approval at the next regular meeting of Council. Staff will then implement the process to have the Cemeteries By-law approved by the Registrar. This involves filing the proposed by-law with the Bereavement Authority of Ontario, which administers the *FBCSA*, and providing various notices of the filing. Upon approval by the Registrar, an endorsed copy of the Cemeteries By-law will be returned to the Town and the by-law will be in effect.

Financial Considerations:

There are no direct financial implications associated with the proposed by-law.

Alternatives Reviewed:

Council may provide direction to amend the existing by-law in lieu of proceeding with the proposed by-law. Council may also provide direction for revisions to the proposed by-law and refer the matter back to staff to prepare a further draft.

Strategic Plan Relationship: Community Development and Growth

Establishing clear and consistent guidance for cemetery operations is beneficial to Town staff and to members of the community seeking access to cemetery services.

Consultation:

The proposed by-law was developed in consultation with the Senior Leadership Team and Town staff involved in cemetery operations.

Other Pertinent Reports/Attachments:

Proposed Cemeteries By-law.

Prepared and Recommended by:

Jennifer Stirton, BSc(Hons), LL.B.
Town Solicitor

Approved and Submitted by:

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



The Corporation of the Town of Pelham

By-law No. 03-2024

Being a By-law to regulate the operation of cemeteries by the Corporation of the Town of Pelham and to repeal By-law No. 3012(2019).

WHEREAS section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that the powers of a municipality under any statute shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate;

AND WHEREAS section 4 of the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33 ("*FBCSA*") prohibits the operation of a cemetery without a licence to do so;

AND WHEREAS the Corporation of the Town of Pelham owns and operates three cemeteries in the Town of Pelham as a licensee under the *FBCSA*;

AND WHEREAS section 150 of Ontario Regulation 30/11 under the *FBCSA* authorizes a cemetery operator to make by-laws governing the operation of the cemetery;

AND WHEREAS the Council of the Corporation of the Town of Pelham deems it necessary and desirable to regulate cemeteries owned and operated by the Corporation of the Town of Pelham and to enact this By-law for that purpose;

NOW THEREFORE the Council of the Corporation of the Town of Pelham enacts as follows:

1. Purpose

- 1.1. The purpose of this By-law is to provide rules and regulations to govern the operations of cemeteries owned and operated by the Corporation of the Town of Pelham.
- 1.2. This By-law does not apply to cemeteries that are not owned or operated by the Town.

2. Definitions

- 2.1. In this By-law:

"Active Cemetery" means a Cemetery where one (1) or more Lots are available for Interment.

"BAO" means the Bereavement Authority of Ontario, being the not-for-profit corporation and government delegated authority responsible for administration of the *FBCSA* and associated regulations.

"By-laws" means the rules and regulations in this By-law under which a Cemetery operates.

"Care and Maintenance Fund" is a fund established and administered by the Town in accordance with the *FBCSA* to generate income for the care and maintenance of a Cemetery.

"Cemetery" means any cemetery owned and operated by the Town, being Fonthill Cemetery, Hillside Cemetery and Hansler Cemetery, and any other cemetery that may be acquired by the Town.

"Cemetery Staff" means Town employees who work at a Cemetery and any other Person designated by the Director to do work on behalf of the Cemetery.

"Columbarium" means a Cemetery structure designed for Interment of cremated Human Remains in sealed compartments.

"Companion Urn" means an urn or similar vessel designed to contain two (2) sets of cremated Human Remains in a single container.

"Contract" means a written agreement between a Purchaser and the Town detailing the obligations of the parties and acknowledging receipt and acceptance by the Purchaser of a copy of this By-law, a price list for Cemetery services offered by the Town, and the Consumer Information Guide published by BAO.

"Council" means the Council of the Town.

"Cremation Urn" means an urn or similar vessel designed to contain one (1) set of cremated Human Remains.

"Director" means the Director of Public Works of the Town or designate.

"Disinter" means the removal of Interred Human Remains from a Lot and **"Disinterred"** and **"Disinterment"** have corresponding meanings.

"FBCSA" means the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33 and all regulations made thereunder.

"Fees and Charges By-law" means Town of Pelham By-law No. 3728(2016) as amended by By-law No. 71-2023, as updated or amended from time to time.

"Human Remains" means a dead human body or the remains of a cremated human body.

"Inactive Cemetery" means a Cemetery at which no Lots are available for Interment.

"Inter" means the burial or placement of Human Remains in a Lot and **"Interred"** and **"Interment"** have corresponding meanings.

"Interment Rights" means the right to require or direct Interment of Human Remains in a Lot.

"Interment Rights Certificate" means the document issued by the Town to a Purchaser of Interment Rights for a Lot once the purchase price is paid in full, which identifies the Purchaser as the Interment Rights Holder.

"Interment Rights Holder" means a Person who holds Interment Rights for a Lot and includes the Purchaser of Interment Rights and a Person to whom Interment Rights are transferred in accordance with this By-law.

"Lot" means an area of land in a Cemetery containing, or set aside to contain, Interred Human Remains and, where the context so requires, includes any Niche contained in a Columbarium or Mausoleum.

"Lot Decoration" means any structure, ornament, planting, article or item placed on any Lot or Plot for purposes of adornment and does not include a Marker, Monument or Niche Plaque.

"Marker" means any permanent memorial structure including but not limited to a headstone, plaque or other structure, which is affixed to or intended to be affixed to a Lot to mark its location and that is installed parallel to and flush with the level of the ground.

"Mausoleum" means a Cemetery structure designed for Interment of non-cremated Human Remains in sealed compartments.

"Monument" means any permanent memorial structure including but not limited to a headstone, plaque or other structure, which is affixed to or intended to be affixed to a Lot to mark its location and that projects above the level of the ground in any direction.

"Niche" means a compartment in a Columbarium or Mausoleum.

"Niche Plaque" means a memorial plaque, which is affixed to or intended to be affixed to a Niche to mark its location and that is installed flat against the wall of the Columbarium or Mausoleum that contains the Niche.

"Person" means an individual of at least eighteen (18) years of age, a corporation and/or an association.

"Plot" means two (2) or more Lots in respect of which Interment Rights have been sold as a unit.

"Purchaser" means a Person that enters into a Contract with the Town to purchase Interment Rights.

"Town" means the Corporation of the Town of Pelham or the geographic area of the municipality, as the context requires.

"Town Clerk" means the Clerk of the Town or designate.

"Vault" means a permanent outer container into which a casket, urn or other vessel holding Human Remains is placed prior to Interment.

3. Sale and Transfer of Interment Rights

- 3.1. The Town may sell Interment Rights for an available Lot in an Active Cemetery to any Person. The rates charged by the Town shall be established in the Fees and Charges By-law and shall include the amount to be deposited in the Care and Maintenance Fund as prescribed by the *FBCSA*.
- 3.2. Purchasers of Interment Rights acquire only the right to direct the Interment of Human Remains and the installation of Markers and Monuments on a Lot, subject to the provisions of this By-law.
- 3.3. Upon receipt of full payment for a purchase of Interment Rights, the Town shall provide each Purchaser with the Contract and issue an Interment Rights Certificate to each Purchaser.
- 3.4. Subject to subsection 3.7 of this By-law, a Purchaser has the right to cancel a Contract within thirty (30) days after signing by giving written notice of cancellation to the Director. The Purchaser shall be entitled to a refund of the full amount paid under the Contract.

- 3.5. Subject to subsection 3.7 of this By-law, where a Purchaser gives notice of cancellation more than thirty (30) days after signing, the Town shall cancel the Contract. The Purchaser shall be entitled to a refund of the amount paid under the Contract less the amount required to be deposited into the Care and Maintenance Fund.
- 3.6. Refunds issued pursuant to subsections 3.4 and 3.5 of this By-law are contingent upon the Purchaser surrendering any Interment Rights Certificate(s) issued by the Town. The Town shall issue the refund within thirty (30) days after the return of the Interment Rights Certificate(s).
- 3.7. Notwithstanding subsections 3.4 to 3.6 of this By-law, a Contract cannot be cancelled if the Interment Rights that are the subject of the Contract have been exercised in whole or in part.
- 3.8. No Interment or installation of a Marker, Monument or Niche Plaque is permitted until the purchase price for the Interment Rights has been paid in full.
- 3.9. The Town prohibits the resale of Interment Rights by an Interment Rights Holder. The Town will repurchase Interment Rights at the rate established in the Fees and Charges By-law less the amount deposited in the Care and Maintenance Fund when the Interment Rights were purchased, subject to the following conditions:
- (a) the Interment Rights Holder submits a repurchase request in the form determined by the Director from time to time;
 - (b) the Interment Rights Holder surrenders the Interment Rights Certificate(s) issued by the Town for the Lot;
 - (c) the Interment Rights are for a Lot in an Active Cemetery;
 - (d) the Interment Rights for the Lot have not been exercised in whole or in part;
 - (e) in the case of a Plot, no Interment has occurred in any Lot that forms part of the Plot; and
 - (f) no Marker, Monument or Niche Plaque has been installed upon the Lot or, alternatively, any such Marker, Monument or Niche Plaque has been removed and the Lot has been restored to the satisfaction of the Director.
- 3.10. In the event that an Interment Rights Holder cannot produce the Interment Rights Certificate(s) required under paragraph 3.9(b) of this By-law and believes the Interment Rights Certificate(s) to have been lost, misplaced or destroyed, the Town shall proceed in accordance with Policy S802-XX: Repurchase or Transfer of Interment Rights Without Interment Rights Certificate.
- 3.11. An Interment Rights Holder may transfer those rights to another Person by gift or testamentary bequest, subject to the following conditions:
- (a) the Interment Rights Holder submits written notice of the proposed transfer in the form determined by the Director from time to time;
 - (b) the Interment Rights Holder surrenders the Interment Rights Certificate(s) issued by the Town;

- (c) the Interment Rights Holder pays the transfer fee established in the Fees and Charges By-law.
- 3.12. Where the conditions of subsection 3.11 of this By-law are met, the Town shall issue an Interment Rights Certificate to each transferee of the Interment Rights.
- 3.13. In the event that an Interment Rights Holder cannot produce the Interment Rights Certificate(s) required under paragraph 3.11(b) of this By-law and believes the Interment Rights Certificate(s) to have been lost, misplaced or destroyed, the Town shall proceed in accordance with Policy S802-XX: Repurchase or Transfer of Interment Rights Without Certificate of Interment Rights.
- 3.14. No Person shall purchase, transfer or exercise Interment Rights for any purpose other than Interment of Human Remains.

4. Interment

- 4.1. The Interment Rights Holder(s) must provide written authorization prior to any Interment. Should any Interment Rights Holder be deceased, written authorization must be provided by the personal representative of the deceased as defined in the *Succession Law Reform Act*, R.S.O. 1990, c. S.26.
- 4.2. A burial permit issued by the Town Clerk as the Division Registrar or a Deputy Division Registrar appointed by the Registrar General in accordance with the *Vital Statistics Act*, R.S.O. 1990, c. V.4 and associated regulations, or an equivalent document establishing that the death has been registered with the Province of Ontario, must be provided to the Director prior to the Interment of non-cremated Human Remains.
- 4.3. A certificate of cremation issued by a crematorium licenced under the *FBCSA* must be provided to the Director prior to the Interment of cremated Human Remains.
- 4.4. Interments are available only for Human Remains. Animal remains shall not be Interred in any Cemetery.
- 4.5. All caskets and other vessels that contain non-cremated Human Remains shall be placed in a Vault for Interment. Cremation Urns and Companion Urns may be placed in a Vault for Interment.
- 4.6. In accordance with the *FBCSA*, the Interment Rights Holder(s) must enter into a cemetery contract with the Town providing such information as may be required by the Director for the completion of the contract and the public register prior to each Interment.
- 4.7. No Interment may take place until the price for the applicable Cemetery service(s), as established by the Fees and Charges By-law, has been paid in full.
- 4.8. All opening and closing of Lots and all opening and sealing of Niches shall be conducted only by Cemetery Staff.
- 4.9. The Director shall be given at least twenty-four (24) working hours' notice of an Interment. Verbal requests must be confirmed in writing at least twelve (12) working hours prior to the Interment.

- 4.10. While the Director shall make efforts to accommodate scheduling requests, Interments shall be scheduled based on weather and ground conditions, the availability of Cemetery Staff, and the nature and extent of Cemetery services requested.
- 4.11. All Interments shall take place from Monday to Saturday between 9:00 a.m. and 3:00 p.m. Any Interment that extends past 3:00 p.m. is subject to additional fees as established by the Fees and Charges By-law.
- 4.12. Interments shall not take place on Sundays or statutory holidays unless the Interment is ordered by the Medical Officer of Health.
- 4.13. The following rules apply to Interments in a Lot other than a Niche:
- (a) the Lot shall be used for a maximum of one (1) Interment of non-cremated Human Remains;
 - (b) if non-cremated Human Remains are placed in a Vault more than eighty-five (85) centimetres wide or more than two hundred and forty (240) centimetres long, the Vault shall not be placed in a Lot unless the Director is satisfied that there is sufficient space to accommodate it;
 - (c) where a Lot contains non-cremated Human Remains, it may be used for additional Interments of Cremation Urns and/or Companion Urns provided that they are Interred subsequent to and on top of the non-cremated Human Remains and subject to the following conditions:
 - i. if any Interment Rights for the Lot have been exercised as of the date on which this By-law comes into effect, no more than two (2) sets of cremated Human Remains may be Interred unless the Director is satisfied that the existing placement of all Human Remains in the Lot is such that the Lot can accommodate the Interment of three (3) sets of cremated Human Remains;
 - ii. if no Interment Rights for the Lot have been exercised as of the date on which this By-law comes into effect, no more than three (3) sets of cremated Human Remains may be Interred; and
 - iii. the dimensions of all Cremation Urns and Companion Urns Interred in the Lot and any Vaults containing them shall not exceed a combined total of fifty-three (53) centimetres in height, forty-eight (48) centimetres in width, and forty-eight (48) centimetres in length; and
 - (d) where a Lot does not contain non-cremated Human Remains, it may be used for multiple Interments of Cremation Urns and/or Companion Urns subject to the following conditions:
 - i. if any Interment Rights for the Lot have been exercised as of the date on which this By-law comes into effect, no more than three (3) sets of cremated Human Remains may be Interred unless the Director is satisfied that the existing placement of all cremated Human Remains in the Lot is such that the Lot can accommodate the Interment of four (4) sets of cremated Human Remains;

- ii. if no Interment Rights for the Lot have been exercised as of the date on which this By-law comes into effect, no more than four (4) sets of cremated Human Remains may be Interred; and
- iii. the dimensions of all Cremation Urns and Companion Urns Interred in the Lot and any Vaults containing them shall not exceed a combined total of fifty-three (53) centimetres in height, forty-eight (48) centimetres in width, and forty-eight (48) centimetres in length.

4.14. The following rules apply to Interments in a Niche:

- (a) a Niche in a Columbarium shall be used for a maximum of two (2) Interments of cremated Human Remains, which may be contained in two (2) Cremation Urns or in one (1) Companion Urn;
- (b) the dimensions of the Cremation Urns or the Companion Urn and any Vault(s) containing them shall not exceed a combined total of thirty (30) centimetres in height, thirty (30) centimetres in width, and thirty-five (35) centimetres in length;
- (c) a Niche in a Mausoleum shall be used for a maximum of one (1) Interment of non-cremated Human Remains;
- (d) if non-cremated Human Remains are placed in a Vault more than eighty-five (85) centimetres wide or more than two hundred and forty (240) centimetres long, the Vault shall not be placed in a Niche unless the Director is satisfied that there is sufficient space to accommodate it;
- (e) where a Niche in a Mausoleum contains non-cremated Human Remains, it may be used for additional Interments of cremated Human Remains provided that they are Interred subsequent to the Interment of the non-cremated Human remains and subject to the following conditions:
 - i. no more than two (2) sets of cremated Human Remains may be Interred, which may be contained in two (2) Cremation Urns or in one (1) Companion Urn; and
 - ii. the dimensions of the Cremation Urns or the Companion Urn and any Vault(s) containing them shall not exceed a combined total of thirty (30) centimetres in height, thirty (30) centimetres in width, and thirty-five (35) centimetres in length; and
- (f) where a Niche in a Mausoleum does not contain non-cremated Human Remains, it may be used for up to three (3) Interments of cremated Human Remains provided that the dimensions of the Cremation Urn(s) or the Companion Urn and any Vault(s) containing them shall not exceed a combined total of thirty (30) centimetres in height, thirty (30) centimetres in width, and thirty-five (35) centimetres in length.

5. Disinterment

- 5.1. No Person shall Disinter Human Remains except in accordance with the *FBCSA* and this By-law.

- 5.2. Subject to subsection 5.4 of this By-law, Human Remains shall not be Disinterred unless prior consent is obtained from the Interment Rights Holder(s) and for non-cremated Human Remains, prior notification is given to the Medical Officer of Health.
- 5.3. Subject to subsection 5.4 of this By-law, the Director must receive a certificate from the Medical Officer of Health prior to the removal of Disinterred non-cremated Human Remains from any Cemetery. A certificate is not required for Disinterment of cremated Human Remains from a Lot or their removal from the Cemetery.
- 5.4. Notwithstanding subsections 5.2 and 5.3 of this By-law, the consent of the Interment Rights Holder(s) and notification of the Medical Officer of Health are not required where a Disinterment or removal of Human Remains is required by a court of competent jurisdiction, the Attorney General or Solicitor General of Ontario, a coroner appointed under the *Coroners Act*, R.S.O. 1990, c. C.37, or the Registrar General with respect to a Cemetery closure.
- 5.5. No Disinterment may take place until the price for the applicable Cemetery service(s), as established by the Fees and Charges By-law, has been paid in full.
- 5.6. Cemetery Staff shall be present during any Disinterment.
- 5.7. The Director shall be given at least ten (10) working days' notice of a Disinterment request. The Person requesting Disinterment shall provide written confirmation that all applicable requirements of subsections 5.2, 5.3 and/or 5.4 of this By-law have been met.
- 5.8. While the Director shall make efforts to accommodate scheduling requests, Disinterment shall be scheduled based on notification requirements, weather and ground conditions, the availability of Cemetery Staff and the extent of services required.
- 5.9. During a Disinterment the Cemetery may, at the discretion of the Director, be closed to visitors not associated with the Disinterment.
- 5.10. If the Human Remains were Interred without a Vault, or if the Vault is damaged, a new Vault that is satisfactory to the Director must be supplied for the safe and proper transport of the Disinterred Human Remains.
- 5.11. Any Marker or Monument designating an Interment location shall be removed upon Disinterment and the Lot shall be restored to the satisfaction of the Director.
- 5.12. Other than a Disinterment requested under subsection 5.4 of this By-law, the cost of supplying a new Vault, removing a Marker or Monument and/or restoring the Lot shall be paid by the Interment Rights Holder(s).
- 5.13. The Town assumes no responsibility whatsoever for any damage to any container, casket, urn, vessel or other structure that occurs during the course of a Disinterment.

6. Markers, Monuments and Niche Plaques

- 6.1. No Marker, Monument or Niche Plaque shall be installed, erected or permitted on a Lot until the applicable price, as established by the Fees and Charges By-law, has been paid in full.
- 6.2. No Marker, Monument or Niche Plaque shall be installed, erected or permitted on a Lot without the consent of the Interment Rights Holder(s) and the Director.
- 6.3. No Marker, Monument or Niche Plaque shall be moved, altered or removed without the permission of the Director.
- 6.4. Markers, Monuments and Niche Plaques are the property of the Interment Rights Holder(s) and must be protected by the insurance coverage of the Interment Rights Holder(s).
- 6.5. The Town shall take reasonable precautions to protect Markers, Monuments and Niche Plaques but assumes no liability whatsoever for any loss of or damage to a Marker, Monument or Niche Plaque or part thereof. Without limiting the generality of the foregoing, minor damage due to Cemetery operations is considered normal wear and tear and shall not be compensable.
- 6.6. The Interment Rights Holder(s) shall maintain Markers, Monuments and Niche Plaques in a safe and stable condition. Should a Marker, Monument or Niche Plaque present a safety risk because it has become unstable, the Town shall complete any work required to remove this risk at the expense of the Interment Rights Holder(s).
- 6.7. The Town reserves the right to make rules with respect to the size, number, composition and location of Markers, Monuments and/or Niche Plaques on a Lot.
- 6.8. The following rules apply to Markers:
 - (a) no more than two (2) Markers are permitted on a Lot;
 - (b) every Marker shall be made of granite or other durable hard stone or of any sufficiently durable and non-corrosive metal;
 - (c) every Marker shall have a minimum thickness of ten (10) centimetres;
 - (d) every Marker shall be placed on a base of at least ten (10) centimetres of gravel or crushed stone;
 - (e) every Marker shall be installed flush to the ground;
 - (f) no Marker shall occupy more than ten percent (10%) of the total ground area of the Lot;
 - (g) the placement of a Marker shall not interfere with future Interments;
 - (h) the proposed placement of a Marker shall be submitted to the Director for approval at least ten (10) working days prior to the proposed date of installation;
 - (i) the Town and the Interment Rights Holder(s) shall enter into a written Marker placement agreement prior to installation;
 - (j) the Director shall schedule Marker installations based on weather and ground conditions and the availability of Cemetery Staff; and

- (k) all Markers shall be installed by Cemetery Staff or under their supervision at the expense of the Interment Rights Holder(s).

6.9. The following rules apply to Monuments:

- (a) no more than one (1) Monument is permitted on a Lot;
- (b) every Monument shall be made of granite or other durable hard stone with no vertical joint(s) and no stone, metal or other material attached;
- (c) every Monument shall be installed on a concrete foundation constructed by Cemetery Staff at the expense of the Interment Rights Holder(s);
- (d) every Monument shall be situated at the centre and head of a Lot except where alignment with existing Monuments in the vicinity requires or justifies a different placement;
- (e) the placement of a Monument shall not interfere with future Interments;
- (f) the proposed placement of a Monument shall be submitted to the Director for approval at least ten (10) working days prior to the proposed date for construction of the foundation;
- (g) the height of a Monument including the foundation shall not exceed one hundred and twenty (120) centimetres;
- (h) no Monument shall occupy more than ten percent (10%) of the total ground area of the Lot;
- (i) no Monument shall be delivered to the Cemetery until the foundation has been completed and the Director has notified the Interment Rights Holder(s);
- (j) the Director shall schedule Monument installations based on weather and ground conditions and the availability of Cemetery Staff; and
- (k) all Monuments shall be installed under the supervision of Cemetery Staff at the expense of the Interment Rights Holder(s).

6.10. The following rules apply to Niche Plaques:

- (a) no more than one (1) Niche Plaque is permitted for a Niche;
- (b) every Niche Plaque shall be made of granite with a dark finish and ribbon-style lettering;
- (c) every Niche Plaque shall list the first name(s), last name(s), year of birth and year of death of the person(s) Interred in the Niche;
- (d) additional proposed inscription(s) on a Niche Plaque shall be submitted to the Director for approval at least ten (10) working days prior to the proposed installation date;
- (e) all Niche Plaques will be installed by Cemetery staff;
- (f) the Director shall schedule Niche Plaque installations based on weather conditions and the availability of Cemetery Staff; and
- (g) all Niche Plaques shall be installed by Cemetery Staff at the expense of the Interment Rights Holder(s).

- 6.11. No Person shall install or cause or permit the installation of any Marker, Monument or Niche Plaque that does not comply with the provisions of this By-law or that is not in keeping with the dignity and decorum of the Cemetery.
- 6.12. The Town reserves the right to remove any Marker, Monument or Niche Plaque that contravenes any provision of this By-law or that is not in keeping with the dignity and decorum of the Cemetery, without notice or compensation to the Interment Rights Holder(s).

7. Lot Decoration

- 7.1. The Town reserves the right to regulate Lot Decorations and to remove any structure, ornament, planting, article or item placed on any Lot that poses a threat to the safety of any Person, interferes with the operations of the Cemetery or Cemetery Staff, or is not in keeping with the dignity and decorum of the Cemetery, without notice or compensation to the Interment Rights Holder(s).
- 7.2. The following Lot Decorations are prohibited and shall be removed and disposed of without notice:
 - (a) any structure, planting or item delineating the boundaries or confines of a Lot;
 - (b) stone chips, gravel, sand or loose stones;
 - (c) walls, fences, railings, steps, curbs or coping;
 - (d) trellises or arches;
 - (e) furniture of any kind including chairs or benches;
 - (f) light fixtures including solar lights;
 - (g) memorial statues;
 - (h) in-ground vases;
 - (i) crosses made of wood or metal;
 - (j) flower display stands;
 - (k) protective wreath boxes;
 - (l) articles made of wood or other perishable materials;
 - (m) articles made of glass, ceramic or other fragile materials;
 - (n) articles made of corrosive or hazardous materials;
 - (o) any Lot Decoration that is unsightly or neglected; and
 - (p) any Lot Decoration that is not in keeping with the dignity and decorum of the Cemetery.
- 7.3. Flowers may be placed on a Lot for a funeral or burial service at the Cemetery. Such flowers shall be removed by Cemetery Staff after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery.
- 7.4. Wreaths and artificial flowers may be placed on a Lot only between the first (1st) day of November and the first (1st) day of April. Any wreaths or artificial flowers remaining on a Lot after the first (1st) day of April shall be removed and disposed of without notice.

- 7.5. Potted plants may be placed on a Lot only between the first (1st) day of April and the first (1st) day of November. Any potted plants remaining on a Lot after the first (1st) day of November shall be removed and disposed of without notice.
- 7.6. Without limiting subsections 7.3, 7.4 and 7.5 of this By-law, the Town reserves the right to disallow or to remove quantities of cut flowers, wreaths, artificial flowers and/or potted plants considered to be excessive or that diminish the otherwise tidy appearance of the cemetery.
- 7.7. No tree, shrub or flower shall be planted in any part of a Cemetery other than a Lot without the consent of the Director. Unauthorized plantings shall be removed and disposed of without notice.
- 7.8. No tree or shrub shall be planted on a Lot without the consent of the Director and full compliance with any conditions imposed by the Director. Unauthorized plantings shall be removed and disposed of without notice.
- 7.9. Flowers may be planted on a Lot with the consent of the Interment Rights Holder(s).
- 7.10. The following rules apply to flowers planted on a Lot:
- (a) flowers shall be planted in a flower bed;
 - (b) no more than one (1) flower bed is permitted on a Lot;
 - (c) the flower bed shall be within thirty (30) centimetres of the Marker or Monument on the Lot;
 - (d) the flower bed shall be wholly contained within the Lot;
 - (e) the flower bed shall not occupy more than five percent (5%) of the total ground area of the Lot;
 - (f) the flowers shall be annual and/or perennial varieties suitable for prevailing weather and climate conditions;
 - (g) the flowers shall not extend beyond the maximum allowable planted area; and
 - (h) the flowers shall not encroach on any other Lot.
- 7.11. Lot Decorations are the property of the Interment Rights Holder(s) and are placed on a Lot at their sole risk. Where appropriate, Lot Decorations shall be protected by the insurance coverage of the Interment Rights Holder(s).
- 7.12. The Interment Rights Holder(s) shall maintain Lot Decorations in a safe, neat and proper condition and in keeping with the dignity and decorum of the Cemetery.
- 7.13. The Town shall take reasonable care to protect Lot Decorations but assumes no liability whatsoever for any loss of or damage to a Lot Decoration or any part thereof.
- 7.14. No Person shall place or cause or permit the placement of any Lot Decoration that does not comply with the provisions of this By-law.

8. Care and Maintenance

- 8.1. A portion of the purchase price for Interment Rights is deposited into the Care and Maintenance Fund. Income generated from this fund is used to maintain, secure and preserve Active Cemetery and Inactive Cemetery grounds.
- 8.2. Services that can be provided through the Care and Maintenance Fund may include:
 - (a) re-levelling and sodding or seeding of Cemetery grounds;
 - (b) maintenance of Cemetery landscaping;
 - (c) maintenance of Cemetery infrastructure including roads, water systems and sewer systems;
 - (d) maintenance of perimeter walls and fences;
 - (e) maintenance and repair of Cemetery buildings and structures including any Columbarium or Mausoleum; and
 - (f) maintenance and repair of Cemetery equipment.

9. Conduct of Cemetery Staff, Contractors and the Public

- 9.1. All Persons working within a Cemetery in any capacity, including Cemetery Staff and contractors retained by the Town or Interment Rights Holders to install or repair any Marker, Monument or Niche Plaque, shall comply with the provisions of this By-law and are subject to the direction and control of the Director.
- 9.2. Any contract work to be performed within the Cemetery, including but not limited to the delivery of Markers and Monuments, requires the written pre-approval of the Interment Rights Holder(s) and the Director before the work may begin.
- 9.3. Prior to the start of any contracted work within the Cemetery, the contractor shall provide to the Director:
 - (a) plans and detailed specifications relating to the work;
 - (b) the location of the work;
 - (c) proof of all applicable government approvals and permits for the work;
 - (d) proof of WSIB coverage and compliance with occupational health and safety standards; and
 - (e) confirmation of liability insurance coverage for the contracted work with limits of not less than two million dollars (\$2,000,000) per occurrence.
- 9.4. All Persons working within a Cemetery in any capacity shall strictly adhere to all applicable health and safety requirements and shall report any work-related incident or injury to the Director.
- 9.5. Contractors shall not enter a Cemetery outside the regular business hours of the Cemetery without the prior approval of the Director.
- 9.6. No work shall be performed at a Cemetery outside the regular business hours of the Cemetery.

- 9.7. Contractors and Cemetery Staff engaged in the installation of any Marker or Monument shall place temporary planking on Cemetery grounds to protect the grounds from damage and shall remove the planking upon completion of the installation.
- 9.8. Contractors and Cemetery Staff engaged in the placement of any Vault in a Lot shall ensure that no damage is caused to adjacent Lots and/or any installations on those Lots.
- 9.9. Contractors working within a Cemetery shall remove all equipment and materials from the Cemetery upon completion of the work and shall leave the site of the work in a safe, neat and proper condition. Contractors shall restore the site and repair any damage caused by the work to the satisfaction of the Director.
- 9.10. Contractors and Cemetery Staff shall temporarily cease operations if they are working within one hundred (100) metres of a funeral or burial service at the Cemetery. In addition, the Town reserves the right to require temporary cessation of operations where the noise of such operations is deemed to be a disturbance to any funeral or burial service or public gathering within the Cemetery.
- 9.11. Cemetery Staff employed by the Town shall not accept any form of gratuity for providing Cemetery services.
- 9.12. The Town recognizes that Cemeteries are a valuable public space and permits the public to access and use Cemeteries in accordance with this By-law.
- 9.13. No Person shall enter or leave any Cemetery except through an established entrance or exit.
- 9.14. No Person shall enter or be within any Cemetery between dusk and dawn.
- 9.15. No Person shall advertise or solicit for business of any kind within a Cemetery.
- 9.16. No Person shall damage, destroy, remove or deface any structure or property within a Cemetery including but not limited to Markers, Monuments, Niche Plaques, Lot Decorations, landscaping, fences and gates.
- 9.17. No Person shall deposit rubbish or debris on Cemetery grounds except in the receptacles provided.
- 9.18. No Person shall bring any alcoholic beverage into a Cemetery or consume any alcoholic beverage within a Cemetery.
- 9.19. No Person shall bring any animal into a Cemetery except a dog that is leashed and under the control of the Person in accordance with Town of Pelham By-law No. 97-2010 or a service animal as defined in the *Provincial Animal Welfare Services Act, 2019*, S.O. 2019, c. 13. **OR** No Person shall bring any animal into a Cemetery except a service animal as defined in the *Provincial Animal Welfare Services Act, 2019*, S.O. 2019, c. 13.
- 9.20. Any Person who brings a **[dog or]** service animal into a Cemetery shall ensure that no animal waste is left in the Cemetery.

- 9.21. No Person shall engage in conduct that disrupts or disturbs the quiet and good order of a Cemetery or that is not in keeping with the decorum and dignity of the Cemetery.
- 9.22. Motor vehicles as defined in the *Highway Traffic Act*, R.S.O. 1990, c. H.8 may be operated within a Cemetery as follows:
- (a) motor vehicles shall travel exclusively over or upon the paved roads of the Cemetery;
 - (b) motor vehicles shall not use roads in the Fonthill Cemetery as a thoroughfare between Highland Avenue and Brock Street; and
 - (c) motor vehicles shall not exceed a speed of twenty (20) kilometres per hour.
- 9.23. Where the Director determines that roads within a Cemetery are susceptible to damage due to weather conditions or for any other reason, the Director may restrict motor vehicle traffic at the Cemetery.
- 9.24. Motorized vehicles that are primarily for leisure or recreational use, including but not limited to snowmobiles, mini-bikes, ATVs, dune buggies and similar vehicles, shall not be operated in a Cemetery.

10. Enforcement

- 10.1. This By-law shall be administered and enforced by the Town Clerk, the Director and any Person appointed or otherwise delegated the authority of administration and enforcement.
- 10.2. Every Person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to such penalties as are provided for in the *FBCSA* and the *Provincial Offences Act*, R.S.O. 1990, c. P.33.

11. Cemetery Operations

- 11.1. The Town reserves full control over all Cemetery operations and management of land within all Cemetery grounds. Administrative services for all Cemeteries are provided at Town Hall during regular business hours at that location.
- 11.2. Fonthill Cemetery shall be open to conduct business as follows:
- (a) Interments: 9:00 a.m. to 3:00 p.m. on Monday to Saturday
 - (b) Visitation other than Mausoleum: daily from dawn to dusk
 - (c) Mausoleum Visitation: as soon as practicable upon receipt of a request made to Town Hall during regular business hours
- 11.3. Hillside Cemetery shall be open to conduct business as follows:
- (a) Interments: 9:00 a.m. to 3:00 p.m. on Monday to Saturday
 - (b) Visitation: daily from dawn to dusk
- 11.4. Hansler Cemetery shall be open to conduct business as follows:
- (a) Interments: N/A
 - (b) Visitation: daily from dawn to dusk

- 11.5. All Cemeteries shall be governed by this By-law and in accordance with the *FBCSA*, as amended or updated from time to time.
- 11.6. All amendments to this By-law shall be:
- (a) published once in a newspaper with general circulation in the Town;
 - (b) conspicuously posted on a sign at the main entrance to each Cemetery; and
 - (c) delivered to each supplier of Markers and Monuments that has delivered a Marker or Monument to any Cemetery during the previous year if the amendment pertains to Markers or Monuments or their installation.
- 11.7. This By-law and all amendments to this By-law are subject to the approval of the BAO or such other Registrar as is appointed under the *FBCSA*.
- 11.8. The Town shall maintain a register as required by section 110 of Ontario Regulation 30/11 under the *FBCSA* and shall make the said register available for inspection by the public without charge.
- 11.9. The Town shall have the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close paths or roads, alter in shape or size, or otherwise change all or any part of a Cemetery, subject to approval by the appropriate authorities.

12. General

- 12.1. The short title of this By-law is the "Cemeteries By-law".
- 12.2. If any provision of this By-law is found by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, the balance of the By-law shall not be affected and shall remain in full force and effect.
- 12.3. If there is a conflict between a provision of this By-law and a provision of any other By-law of the Town, the provision that establishes the higher standard shall prevail.
- 12.4. This By-law shall be read with all changes in number or gender as are required by context.
- 12.5. Any reference to legislation in this By-law includes the legislation and any amendment, replacement, subsequent enactment or consolidation of such legislation.
- 12.6. The Town Clerk is hereby authorized to effect any minor modifications or corrections solely of an administrative, clerical, numerical, grammatical, semantical or descriptive nature or kind to this By-law as are determined to be necessary.

13. Repeal and Enactment

- 13.1. By-law No. 3012(2019), being a By-law respecting cemeteries owned by the Corporation of the Town of Pelham, is hereby repealed and replaced.

14. Effective Date

- 14.1. This By-law shall come into force upon being approved by the BAO or such other Registrar as is appointed under the *FBCSA*.

Read, signed and sealed this XXst day of XXXX, 20XX.

Marvin Junkin, Mayor

William Tigert, Town Clerk

Administration

Office of the Regional Clerk

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

Telephone: 905-980-6000 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

December 28, 2023

LOCAL AREA MUNICIPALITIES**SENT ELECTRONICALLY****Re: Appointments to Transportation Strategy Steering Committee**

In accordance with the Terms of Reference approved by Regional Council on September 21, 2023, it is requested your Council recommend a nominee for appointment by Regional Council to the Transportation Strategy Steering Committee for the current term of Council (ending November 2026).

The Transportation Strategy Steering Committee (TSSC) is an advisory committee to the Public Works Committee (PWC). The TSSC will advise on matters related to transportation policy and planning across disciplines affecting the transportation network in Niagara. The committee plays an advocacy role in matters related to education and engagement for improved mobility throughout the network and will maintain a broad view of competing transportation needs and provide input to guide decision making by Regional Council. The TSSC will also provide input to staff and Regional Council through the PWC on policies, programs, and initiatives related to building and planning balanced and sustainable transportation systems. Meetings will be held quarterly, on a day and time yet to be determined.

Please note that Niagara Region will also be seeking eight (8) members of the public to serve on the committee ensuring representation from tourism, major educational institutions, active transportation advocacy organizations, accessibility advocates, and DEI representatives.

The committee's Terms of Reference are attached for your information. I respectfully request that the appointment be included for consideration by your Council.

If you require additional information, please feel free to contact me.

Yours truly,

A handwritten signature in black ink, appearing to read "Ann-Marie Norio".

Ann-Marie Norio

Regional Clerk

CLK-C 2023-146

Transportation Strategy Steering Committee (TSSC)

Terms Of Reference

Appendix to Report PW 40-2023

Recommended for Approval by the Public Works Committee on September 12, 2023

Ratified by Regional Council on September 21, 2023

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1. Preamble

Niagara Region is committed to developing a balanced and sustainable transportation network for moving people and goods while considering the mobility needs of all vulnerable road users including pedestrian and cyclists. The Regional Transportation Master Plan (TMP) (as updated from time to time) will serve as a blueprint for the enhancement of a sustainable transportation network. In addition, Niagara Region is committed to implementing various transportation programs, policies and guidelines in collaboration and cooperation with the community at large and in keeping with the regulatory requirements and industry best practices.

These terms of reference establish the mandate and the mechanism for communication and collaboration with representatives from Council, strategic partners and Niagara's broader community for active transportation and strategic planning initiatives.

In order to develop a balanced and sustainable transportation network which considers the mobility needs of all interested parties (walking, cycling, marine, air, commercial vehicles, rail, transit and auto) a comprehensive TMP was most recently updated in 2017. The TMP is a holistic view on moving people and goods as required, it serves as a "blueprint" for the next 25 years and requires regular monitoring and updates.

The Transportation Strategy Steering Committee (TSSC) is an advisory committee to the Public Works Committee (PWC). The TSSC will advise on matters related to transportation policy and planning across disciplines affecting the transportation network in Niagara. The committee plays an advocacy role in matters related to education and engagement for improved mobility throughout the network. The committee is to maintain a broad view of the competing transportation needs and provide input to guide decision-making by Regional Council.

2. Mandate

The core mandate of the TSSC is to provide input to staff and Regional Council through the PWC on policies, programs, and initiatives related to building and planning balanced and sustainable transportation systems.

The committee shall participate in, or recommend studies and research related to its mandate and areas of focus as outlined in the sections below.

The committee, as directed by Regional Council and in alignment with Regional Council's strategic priorities, shall collaborate with other agencies to develop alternatives and solutions related to transportation planning and policy development.

The committee will also assist in forming advice and recommendations to the PWC in collaboration with staff.

2.1 Areas of Focus

The areas of strategic focus, along with the role of the committee, are outlined below and further defined in section 3.

2.1.1 Strategic Transportation Planning

Strategic Focus	TSSC Role
Niagara Region Transportation Master Plan	Key stakeholder on issues affecting long-term transportation planning, transportation systems development, cycling and active transportation during the master plan update
NGTA Corridor	Advocacy group supporting the PWC by championing the accelerated implementation of the NGTA East corridor by the Province
GO Rail expansion	Stakeholder
Road Safety and Vision Zero	Advocacy and advisory body
Other strategic transportation initiatives as directed by Council or led by senior staff that require support	Advisement body

2.1.2 Active Transportation

Strategic Focus	TSSC Role
Cycling for all ages and abilities as means of transportation, healthy living, recreation and tourism	Advocacy and advisory body
Active Transportation Master Plan	Support the implementation of the future active transportation network (cycling and pedestrian) evolving from the TMP
Way finding and signage	Support the development and implementation of a consistent way finding and signage plan for cyclists and complementary transportation modes such as walking, and transit
Niagara Region Complete Streets Design Guidelines	Advocacy, to strengthen the implementation on a regional level with the support of our Local Partners
Greater Niagara Circle Route	Support the expansion of the Greater Niagara Circle Route, plan and advocate for future improvements to the existing network

3. Goals/Purpose

- **Transportation Master Plan (TMP) Update**, participate in the TMP update by completion of the following tasks:
 - Attend stakeholder meetings
 - Advocate for the participation of interested parties across the Region
 - Provide feedback on sensitive issues as requested by staff
 - Support/review update reports intended to engage PWC and Council on the progress of the TMP update
- **NGTA Corridor**, advocate for the advancement of the NGTA corridor by undertaking the following actions:
 - Advocate for funding when programs become available
 - Champion the project and any programs related to the advancement of the project
 - Advocate to higher levels of Government at designated events with the goal of raising the awareness of the benefits of investment in the project
- **GO Rail Expansion**, advocate for the future expansion of GO service by participation in the following tasks:
 - Attend meetings as required related to the future expansion of GO service
 - Advocate for future expansion of GO Rail service at designated events when requested
 - Remain connected to initiatives and opportunities that may provide for future expansion of GO service
- **Road Safety**, participate in the overall Vision Zero initiative and Road Safety Program by completing the following tasks:
 - Participate as an advisory body on specific aspects of the Region's Road Safety Strategic Plan
 - Advocate for advanced road safety principal implementation
 - Advocate for appropriate funding to meet Region wide safety goals
 - Remain connected to the community and higher levels of Government with the strategic goal of identifying funding opportunities for the overall advancement of road safety in Niagara
- **Active Transportation Master Plan**, participate in the development of the ATMP by participation in the following:
 - Participate as a stakeholder in the development of the ATMP and wayfinding strategies

- Advocate for the active participation of Local Municipal and Provincial levels of Government to ensure a holistic approach to the network
- Remain connected to initiatives that may assist the Region and Local Municipalities in achieving a more connected network Region wide
- **Complete Streets**, Advocate for implementation of Complete Streets on a broad level across the Region by execution of the following tasks:
 - Participation in advocacy with local user groups on the benefits of Complete Streets
 - Remain connected and educated on the benefits of complete streets to strengthen the ability to advocate for the need and positive outcomes of the initiative
 - Advocate to respective local municipal Councils on the benefits of Complete Streets implementation
 - Support and advise fellow Councillors on the progress of the initiative
- **Greater Niagara Circle Route**, advocate for the expansion and improvement of the network through the following tasks:
 - Participate in active education related to the benefits and opportunities connected to the GNCR
 - Attend events where possible to assist in education and advocacy for the GNCR with the goal of increasing ridership and economic growth
 - Attend meetings as requested with affected local municipalities to enhance the network and establish short and long-term growth plans

4. Reporting Structure

The TSSC will report to Regional Council through the Public Works Committee.

5. Work Plan

The TSSC will provide advice and input to staff in the development of an annual work plan identifying the specific initiatives and activities to be undertaken within each of the areas of focus, inclusive of budget needs, to further guide decision-making and resource management. The work plan will be presented to the TSSC for approval on an annual basis.

6. Budget

Niagara Region Public Works Department (Transportation Services Division) is responsible for identifying appropriate funding in its annual budget(s) to support the activities of the TSSC Committee. Subject to budget considerations, additional funding may be assigned for specific studies, projects or events proposed by the TSSC for a particular year.

7. Membership

7.1 Composition

Membership for the TSSC shall not exceed a maximum of 25 members.

Membership for the TSSC shall include:

- One (1) Local or Regional Councillor representing each local area municipality appointed based on the recommendation from the local area municipality
- Eight (8) representatives from the public at large, including but not limited to representatives from tourism, major educational institutions, active transportation advocacy organizations, accessibility advocates, and DEI representatives
- Four (4) members of the Transportation Division, including the Director Transportation Services and Associate Directors in the following sections: Planning, Engineering, Systems/Operations (non-voting members)

The members shall represent the geographic diversity of the Region and a broad cross-section of residents, and gender balance. The membership shall be approved by Council and the term is concurrent with Regional Council's elected term of office.

The initial call for membership is made in accordance with Niagara Region's established application process. During the term of membership should a member be removed or resign, replacement of that member shall be in accordance with the appropriate process for municipal or public members.

All attempts will be made to stay within the guideline composition; however, if the applications received or the qualifications of applicants do not fully address the guideline composition criteria, the most capable and qualified applicants will be recommended for appointment to fulfill the membership composition.

7.2 Term

The term of membership shall be four years, concurrent with Regional Council's elected term of office, and the membership shall be approved by Council in accordance with membership requirements in the Terms of Reference.

7.3 Privacy

The meetings and minutes of the TSSC are public. Members should be aware that their names will be in the public realm and a list of membership may be provided when requested. Member information, other than name or municipality, will be kept confidential in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*.

8. Roles and Responsibilities

8.1 Chair & Vice Chair

A Chair and Vice Chair will be elected from Committee members at the first meeting to preside over meetings and Committee business for a two-year term. The Chair and Vice Chair shall be Councillor members of the committee.

It is the role of the Chair to preside over Committee meetings so that its business can be carried out efficiently and effectively, and to act as a liaison between the Committee, the Public Works Committee and Regional Council. The Chair shall also ensure the following:

- Encourage balanced and professional discussion
- Enforce on all occasions the observance of order and decorum among members
- Adjourn the meeting when business is concluded

It is the role of the Vice Chair to preside over Committee meetings in the absence of the Chair and to perform any other duties delegated by the Chair or as assigned by the Committee through a majority vote.

8.2 Committee Members

All TSSC members, including the Chair and Vice Chair, have the responsibility to help achieve the TSSC's Mandate and Goals/Purposes. Committee members are also responsible for:

- Reviewing meeting materials in advance of the meetings and arrive prepared to provide a broad perspective on the issues under consideration
- Working diligently to complete assigned activities
- Participation on working groups, as appropriate
- Committing to describe, process and resolve issues in a professional and respectful manner
- Providing input to help identify future projects or strategic priorities for future years' work
- Communicating activities of the Committee to groups represented or those who may have an interest and offer information back to the Committee.

9. Working Groups

To fulfill its mandate and accomplish its goals, the TSSC may establish working groups to deal with specific issues or projects. The working groups will meet, as needed, to review specific issues referred to them by the TSSC and otherwise complete their assigned tasks.

Working groups are considered to be time-limited, project specific sub-committees of the TSSC in that they are convened to accomplish a specific task (or tasks) in a narrowly defined time period.

Working groups must be comprised of at least 5 members of the TSSC and may include community members and other individuals with relevant knowledge and expertise. Local municipal participation should be sought depending on the nature of the work being undertaken.

Working groups shall be chaired where possible by a member of the TSSC and regular updates shall be provided to the TSSC regarding recommendations on assigned projects. Working groups may meet at a time and place as decided by the Chair of the working group.

TSSC shall receive administrative support from the Office of the Regional Clerk for meeting and agenda management.

10. Resources

The Transportation Services Division is the designated lead department providing resource support for the TSSC; however, the Committee also has access to the technical expertise of staff from other Regional departments as may be required. It is recognized that staff time and the level of participation will be dependent on other departmental priorities as determined by senior management and/or Regional Council. As required, additional resources may be sought. Additional resourcing may be required for projects with senior levels of government.

Resource support may also be provided, by invitation, from staff of the Provincial Ministries, in particular the Ministry of Transportation (MTO), the Niagara Parks Commission, the local municipal councils and other local agencies, to offer expertise and assistance on matters under consideration by the Committee and/or for information-sharing purposes.

The Committee shall receive administrative support from the Office of the Regional Clerk for meeting and agenda management.

11. Meetings

A meeting schedule following a quarterly cycle shall be set for the TSSC. The schedule will be circulated to the members for approval each year. Should a time-sensitive matter arise, the TSSC may meet at the call of the Chair.

The TSSC meetings may be held in a virtual format, at Regional Headquarters or another suitable location as may be determined. All meetings will be open to the public.

Meetings shall be governed by the Region's Procedural By-law, being a by-law to govern the calling, place and proceedings of the meetings of Council and its Committees, as may be amended from time-to-time.

For any items arising from TSSC meetings that require Council's approval or endorsement, TSSC will present a report to the PWC outlining the recommendations of the TSSC and the recommendations of its members.

Meeting minutes for TSSC shall be included on the PWC meeting agenda for the information of the Committee and Regional Council.

A committee member who is unable to attend a meeting, shall forward his/her regrets to the Office of the Regional Clerk as soon as possible. Should the Office of the Regional Clerk not have confirmation of quorum 24 hours prior to the meeting, the meeting shall be cancelled.

12. Absenteeism

Members who miss three unauthorized consecutive meetings shall be deemed to have resigned from the Committee and will be notified of this in writing by the Committee Chair.

13. Amendments to the Terms of Reference

The Terms of Reference should be reviewed and refined at a minimum of every four years to ensure that they remain current and meaningful.

Proposals to amend the Terms of Reference shall require the approval of a majority of the members present. Proposed amendments to the Terms of Reference shall be submitted to Regional Council for approval through the Public Works Committee and shall take effect only upon the approval of Council.



The Corporation of the Town of Pelham

By-law No. 01-2024

Being a By-law to provide for an interim tax levy for the year 2024.

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 317 of the *Municipal Act, 2001* provides that a local municipality, before the adoption of the estimates for the year under section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

AND WHEREAS the Council of the Town of Pelham deems it appropriate to provide such interim levy on the assessment of property in this municipality;

NOW THEREFORE the Council of the Corporation of the Town of Pelham enacts as follows:

1. Purpose

- 1.1. The purpose of this By-law is provide for an interim tax levy for the year 2024.

2. Definitions

- 2.1. In this By-law:

"**Collector**" means the Municipal Tax Collector.

"**Minister**" means the Minister of Finance.

"**MPAC**" means the Municipal Property Assessment Corporation.

3. General Provisions

- 3.1. The amounts shall be levied as follows:

- a. For the Residential, Pipeline, Farmland and Managed Forest property classes, there shall be imposed and collected an interim

levy of:

- a. The percentage prescribed by the Minister under Section 317 (3) of the *Municipal Act, 2001*; or
 - b. 50%, if no percentage is prescribed.
of the total taxes for municipal and school purposes levied in the year – 2023.
 - b. For the Multi-Residential, Commercial and Industrial property classes, there shall be imposed and collected an interim levy of:
 - a. The percentage prescribed by the Minister under Section 317 (3) of the *Municipal Act, 2001*; or
 - b. 50%, if no percentage is prescribed.
of the total taxes for municipal and school purposes levied in the year – 2023. The amounts shall be levied on the assessment according to the Assessment Roll, as returned by MPAC.
- 3.2. For the purpose of calculating the total amount of taxes for the year 2023 under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of 2023 because assessment was added to the collector's roll during 2023, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposed had been levied for the entire year.
- 3.3. The provisions of this by-law apply in the event that assessment is added for the year 2024 to the Collector's Roll after the date this by-law is passed and an interim levy shall be imposed and collected.
- 3.4. All taxes levied and collected under this by-law shall be payable into the Office of the Treasurer or Collector, or any financial institution within the Town of Pelham. Payment must be received at Town Hall on or before the due dates in accordance with the provisions of this by-law.
- 3.5. The interim tax levy imposed by this by-law shall be paid in two instalments due on the following dates:
- a. One-Half ($\frac{1}{2}$) thereof on the - 29th Day of February, 2024;
 - b. One-Half ($\frac{1}{2}$) thereof on the - 30th Day of April, 2024.
- 3.6. Non-payment of the amount on the dates stated in section 3.5 shall constitute default and any subsequent instalments shall forthwith become payable.

- 3.7. The Collector may mail or cause to be mailed to the address of the residence or place of business of each person taxes under this by-law, a notice specifying the amount of taxes payable.
- 3.8. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Collector's Roll under section 340 of the *Municipal Act, 2001*.
- 3.9. The final levy for the year 2024 to be made under the *Municipal Act, 2001* shall be reduced by the amount to be raised by the levy imposed by this by-law.
- 3.10. The provisions of section 317 of the *Municipal Act, 2001* apply to the by-law with necessary modifications.
- 3.11. The Treasurer and the Collector shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable in respect of non-payment or late payment of any taxes or any instalment of taxes.
- 3.12. Nothing in this By-law shall prevent the Collector from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and By-laws governing the collection of taxes.

4. General

- 4.1. The short title of this By-law is the "Interim Tax Levy By-law".
- 4.2. In the event of any conflict between the provisions of this By-law and any other By-law, the provisions of this By-law shall prevail.
- 4.3. Any reference to legislation in this By-law includes the legislation and any amendment, replacement, subsequent enactment or consolidation of such legislation.
- 4.4. The Town Clerk is hereby authorized to effect any minor modifications or corrections solely of an administrative, clerical, numerical, grammatical, semantical or descriptive nature or kind to this By-law as are determined to be necessary.

5. Repeal and Enactment

- 5.1. By-law 01-2023 is hereby repealed and replaced.

6. Effective Date

- 6.1. This By-law shall come into force on the date that it is enacted.

Read, enacted, signed and sealed this 10th day of January 2024.

Marvin Junkin, Mayor

William Tigert, Town Clerk



The Corporation of the Town of Pelham

By-law No. 02-2024

Being a by-law to adopt, ratify and confirm the actions of the Council at its regular meeting held on the 10th day of January 2024.

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 10th day of January, 2024, 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 10th day of January 2024.

Marvin Junkin, Mayor

William Tigert, Town Clerk