

Regular Council AGENDA

Doors will be open to the public at 6:15 p.m.

If you require any accommodations for a disability in order to attend and participate in meetings or events, please contact the Office of the Clerk at 905-892-2607 ext. 315 or 320. All cell phones, pagers, radios, etc. shall be switched off, set to non-audible, or muted upon entry to the Council Chamber. Taping and/or recording of meetings shall only be permitted in accordance with the Procedure By-law, Section 31.

C-15/2017

Tuesday, September 5, 2017

6:30 PM

Town of Pelham Municipal Office - Council Chambers

20 Pelham Town Square, Fonthill

Pages

1. Call to Order and Declaration of Quorum
2. Singing of National Anthem
3. Approval of Agenda
4. Disclosure of Pecuniary Interests and General Nature Thereof
5. Hearing of Presentation, Delegations, Regional Report
 - 5.1 Presentations 5 - 37
 - Town of Pelham Response to Allegations
 - 5.2 Delegations
 - 5.2.1 Darrell Neufeld, Chair, Alzheimer Society of Niagara Region's Board of Directors 38 - 41
 - 5.2.2 Harland Young - Pelham Street Storm Construction Project 42 - 45

5.3 Report of Regional Councillor

6.	Adoption of Minutes	46 - 56
	SC-18/2017 - Special Council Meeting Minutes, August 21, 2017	
	SC-19/2017 - Special Council Meeting Minutes, August 28, 2017	
	C-14/2017 - Regular Council Meeting Minutes of August 21, 2017	
7.	Business Arising from Council Minutes	
8.	Request(s) to Lift Consent Agenda Item(s) for Separate Consideration	
9.	Consent Agenda Items to be Considered in Block	
9.1	Presentation of Recommendations Arising from COW, for Council Approval	57 - 57
9.2	Minutes Approval - Committee	58 - 60
	COW-08/2017 - Regular Committee of the Whole Meeting Minutes, August 21, 2017	
9.3	Staff Reports of a Routine Nature for Information or Action	
9.3.1	45 Abbott Place Fence Variance 2017	61 - 68
9.3.2	Brock University Student U-Pass Agreement 2017	69 - 76
9.3.3	Niagara College U-Pass Transit Agreement 2017	77 - 84
9.4	Action Correspondence of a Routine Nature	
9.5	Information Correspondence Items	
9.5.1	Ministry of Community Safety and Correctional Services Re: Emergency Management and Civil Protection Act	85 - 85
9.5.2	Yann Marais - Request to consider chicken coops in residential areas	86 - 86
9.5.3	Region of Niagara Notice of Passing - Development charges By-law	87 - 87

9.6 Regional Municipality of Niagara - Action Items

9.7 Committee Minutes for Information

9.7.1 Pelham Library Board Minutes of June 28, 2017

10. Items for Separate Consideration, if Any

11. Presentation & Consideration of Reports

11.1 Reports from Members of Council:

11.1.1 Mayor Augustyn's Report - September 5, 2017 88 - 91

11.2 Staff Reports Requiring Action

11.2.1 Regional Transportation Master Plan 92 - 98

11.2.2 Request for Relief for Development Charges for 1145 Pelham Street 99 - 103

12. Unfinished Business

13. New Business

14. Presentation and Consideration of By-Laws 104 - 116

1. By-law #3913(2017) - Being a by-law to appoint a Treasurer/Director of Corporate Services for the Corporation of the Town of Pelham and to repeal and replace By-law No. 3888(2017)

2. By-law #3914(2017) - Being a by-law to authorize the Mayor and Clerk to enter into an Agreement with Brock University Student Union regulating the use and outlining the service levels for student U-Pass Privileges for the Town of Pelham Transit services for the period of September 1, 2017 to April 30, 2018.

3. By-law #3915(2017) - Being a by-law to authorize the Mayor and Clerk to enter into an Agreement with Niagara College Student Administrative Council Incorporated regulating the use and outlining the service levels for student U-Pass Privileges for the Town of Pelham Transit services for the period of September 1, 2017 to April 30, 2018.

4. By-law #3916(2017) - Being a by-law to accept a one foot reserve pursuant to the subdivision agreement with the Town of Pelham and South Pelham Developments Limited for the Fonthill Homesteads subdivision.

15. **Motions and Notices of Motion**

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

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

18. **Resolution to Move in Camera**

19. **Rise From In Camera**

20. **Confirming By-Law**

117 - 117

21. **Adjournment**



KEY FACTS

**A Response to Rainer Hummel's Presentation to
Regional Council and Subsequent News
Coverage and Interview in the Voice Newspaper**

KEY FACTS

- This presentation will present the key facts in response to allegations, hearsay and a political tit for tat leveled by Rainer Hummel during a presentation to Regional Council and a subsequent article and interview in the Voice newspaper.
- Part I Responds to the presentation that was made to Regional Council.
- Part II deals with the July 5, 2017 article and interview given by Mr. Hummel in the Voice newspaper.

Part I

Response to Hummel Presentation at Regional Council

- Mr. Hummel started the presentation by introducing himself and his background but did not mention:
 - Political appointee on the NPCA Committee responsible for Asset Management (e.g. Land sale/acquisition chaired by Regional Councillor Bart Maves.)
 - Active appeals with the Ontario Municipal Board against the Town regarding Mr. Hummel's refusal to follow adopted Town planning policies in East Fonthill.

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** Mr. Hummel claimed he was “one of the largest” property owners in East Fonthill.
- **FACT:** Mr. Hummel was the 2nd smallest East Fonthill developer (out of a total of 7) owning less land 20 acres out of the 450 acres that make up East Fonthill.
- He has since sold 3.4 acres of his ***unserviced*** East Fonthill land for \$1,925,000.00 or \$566,176.00 per acre.

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** Potentially Illegal Credit Scheme, questionable land purchases, unfunded plan for Community centre and Pelham may have misrepresented the \$36 million debenture to the Niagara Region.
- **FACT:** Mr. Hummel has made a number of unsubstantiated claims but has produced zero proof to back up his allegations. Every unsubstantiated allegation is prefaced by words such as: may, questionable, potentially...

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** Conflicting descriptions of the municipal credit “scheme.”
- **FACT:** The Town has conducted its business in an open and transparent manner and has posted all materials on its website including reports, minutes, agreements etc.
- The Town has gone further and released a 300 plus page report countering many of these claims.
- The Town held an Evening with the Experts open house to allow the public to ask any and all questions regarding East Fonthill and the community Centre projects.

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** Questionable (financial) statements of buying the credits back
- **FACT:** There was no financial disclosure on the 2015 financial statements for the Parkland dedication and excess parkland dedication.
- The agreement states Fonthill Gardens **will** enter into an agreement...The Town **will** determine... These are future activities that the parties agree to, therefore, they are not liabilities to be disclosed at the fiscal year ending December 31, 2015.

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** The Town had only \$500,000.00 cash and could not purchase the DC credits without using money borrowed exclusively for the Community Centre.
- **FACT:** This claim is false. Mr. Hummel is citing the 2015 financial statements. The Town has not used the debenture for anything but the community centre.
- All funds that have been borrowed are monitored and reported to the Province of Ontario.
- All borrowed funds for the community centre are kept in a separate account and transferred only when needed to pay invoices for the project.

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** No public indication when the municipal credits were issued.
- **FACT:** This is false. By-law 3650(2015) was approved on September 8th, 2015.
- The resolution read, “BE IT RESOLVED THAT Council receives the Issue Summary Report, Over Parkland Dedication (East Fonthill) Agreement; and THAT Council approve the agreement as presented.”

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** No public access to journal entry of Parkland Reserve to DC Reserve.
- **FACT:** This is true. The transaction was not charged to the DC reserve account therefore no such journal entry exists.

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** 2014, 2015 and 2016 reports unavailable to public on Pelham website.
- **FACT:** This is false. All reports (audited financial statements) are on our website and are posted when they are accepted by Council.
- This is a Municipal Act requirement of all municipalities in the Province.

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** Development charges were “printed in the basement”
- **FACT:** This is false. The agreement that was signed was presented by Sullivan Mahoney (LLP) and reviewed and recommended to Council by Daniel and Partners (LLP) lawyer Callum Shedden.
- Mr. Hummel mischaracterizes credits in the Parkland Dedication Agreement as “Development Charge Credits.”

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** The Town overpaid for the land it required for a park, as outlined in the East Fonthill Secondary Plan.
- **FACT:** This is false. The parkland dedication formula was used to determine the future value of the land, at the point of building permit issuance, assuming that it would reflect highest and best use of the land.
- If the appraisal was done in July 2017 it is our expectation that the comparable properties would have yielded higher per lot/per front foot values. Currently we have confirmed that developers have signed offers at \$3500.00/front ft.

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** Based on forecasted growth, Pelham has a \$8.7 million funding gap in expected development charges.
- **FACT:** This is false. This claim questions the credibility of Watson and Associates (who draft 80% of the municipal DC by-laws in the Province) who developed the numbers and presented this financial tool to Council. (Watson & Associates, Development Charges Funding and the Pelham Community Centre, April 25, 2016)

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** The Town claimed to be borrowing for a community centre but used the money to buy back DC credits from Fonthill Gardens.
- **FACT:** This is false. Borrowing for the community centre and the purchase of land for a park are two completely different issues that are being tied together.
- Province of Ontario (Infrastructure Ontario) oversees the debenture.
- The Town must comply with strict provincial reporting rules.

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** Why would the Town pay so much for land in the middle of nowhere? Something doesn't smell right.
- **FACT:** This land was purchased for a higher price than that of a single lot on the market because the Town had to value (appraise) the land assuming that each buildable lot was ready for a building permit.
- Summersides is not in the middle of nowhere, it is integral to the functioning of the entire east Fonthill road network.
- Other property sales are verifying this future valuation such as Mr. Hummel's the recent sale of 3.4 acres of East Fonthill land for \$1,925,000.00 or \$566,176.00 per acre.

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** The Town agreed to purchase land from a developer that he did not own.
- **FACT:** This is false, the Town agreed to purchase land from Fonthill Gardens who was the registered owner of the property.

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** You need to build 12,000 houses in the Town of Pelham, the City of Welland, to generate the development charges you need to pay for the Community Centre.
- **FACT:** This is a ridiculous claim. The amount the Town expects to collect for this is clearly outlined in the Watson and Associates report to Council April 25, 2016.
- Development charges do not stay static, in fact they rise as the level of service increases.

Part I

Response to Hummel Presentation at Regional Council

- **CLAIM:** What the Town has done is like a father co-signing for his sons school loan. The son uses the money to pay off bad gambling debt and then has to come up with the money for school. The whole family was put into jeopardy by the sons actions.
- **FACT:** This is complete nonsense and to suggest the town has borrowed money for the community centre and paid other debt obligations is false.
- Even if the Town borrowed the entire amount needed to build the community centre it is still well below our debt limit.
- If for some reason the Town was to default on the entire loan and the Region had to cover the debt it would not make the slightest different to the Regions credit rating.

Part II

Response to The Voice Article

Developer: East Fonthill process “corrupted”, July 5, 2017

- Response to repeated and additional claims made by Rainer Hummel to the Voice newspaper.

Part II

Response to Voice Article

- **CLAIM:** The Town purchased land in 2014 from the Allen Group that the company did not own at the time...for more money than any piece of property has ever been sold for in the region of Niagara. It looks like nothing more than a backdoor way of bonusing a developer.
- **FACT:** This is complete nonsense. The Town purchased land from the registered owner, Fonthill Gardens at a price that was determined by an independent appraisal that was peer reviewed. The land was valued at a price of what it would be worth assuming it was at building permit stage.
- The appraisal established value for highest and best use of residential development period. This valuation was done in accordance with the Planning Act.
- By doing the appraisal and setting the price in 2015 dollars the Town has actually saved money on the purchase of the additional parkland by entering into the Agreement with Fonthill Gardens.

Part II

Response to Voice Article

- **CLAIM:** The Town “created” development charge credits to trade for land which is potentially illegal and like printing money in the basement.
- **FACT:** This is false. To be true it would involve the collusion of municipal staff, Mayor and Council, Watson and Associates, Daniel and Partners and Fonthill Gardens and Sullivan Mahoney who drafted and presented the agreement to the Town.
- Each of these groups have their own checks and balances independent from each other, and the Town, which would necessitate reporting if any suggested “creation” of development charges was attempted.
- The credits in the Parkland Dedication Agreement are not simply Development Charge Credits- the agreement allows Fonthill Gardens to use the credits to pay for fees payable to the Town in relation to development including applications fees, parkland dedication fees and development charges.
- The Town entered into the agreement as was their jurisdiction to do so under section 34 of the Development Charges Act.

Part II

Response to “The Conversation A Whistleblower Blows” Voice, July 5, 2017

- **CLAIM:** How can you build a multi-million dollar road that you don't need to...Summersides Blvd is a train wreck...no one in their right mind would build something like that.
- **FACT:** Summersides is 0.82km in length total. The section of the road that runs from Rice Road to Wellspring is cost shared between the two land owners (River Realty and the Town of Pelham).
- The section that runs from Wellspring to Station St. is intended to connect the historic downtown with East Fonthill to avoid the creation of two separate downtowns in the same urban area.
- This road connection was demanded by the public and the Pelham Business Association who made it clear that by allowing two unconnected urban developments to occur would be detrimental to the health of the business community already established. Council committed to this as part of the overall development.

Part II

Response to “The Conversation A Whistleblower Blows” Voice, July 5, 2017

- **CLAIM:** The road (Summersides) will have to be completely torn up in order to connect to it… it is only being built because of a political promise made by the Mayor… I don’t believe people are prepared to pay two and a half million dollars for something that doesn’t need to be bought or doesn’t need to be paid for.
- **FACT:** Summersides Road was established as part of the East Fonthill Secondary Plan when the plan was first developed years ago.
- The Town has pro-actively placed a one foot reserve along each side of the road so that when any developer connects to it they must pay the Town the cost that is took to build their section. By doing this the Town will recover 100% of its investment.
- Any service connections required on Summersides will be the same as any other service connection.
- Any damage to the road as a result of this routine procedure would be the responsibility of the developer. To suggest otherwise is nonsense.
- This road construction at the outset of the project was the fulfillment of a commitment made by Council to the public.

Part II

Response to “The Conversation A Whistleblower Blows” Voice, July 5, 2017

- **CLAIM:** The CAO told Mr. Hummel during an unrelated meeting that the town had special ways of seeking legal counsel. Mr. Hummel stated that he made a few inquiries and apparently the Town used a different lawyer (other than Callum Shedden from Daniel and Partners) for the creation of the development charges agreement.
- **FACT:** This is a complete fabrication. At no time during the meeting with Mr. Hummel (which pertained to Mr. Hummel's refusal to comply with the Town Secondary Plan in East Fonthill) did the CAO have such a conversation. This fact has been confirmed by all other meeting participants.
- The agreement was presented to the Town by Sullivan Mahoney and was reviewed and recommended to Council by staff and legal counsel Callum Shedden.
- The Town has not used any other legal counsel other than what has been provided by Daniel and Partners.

Part II

Response to “The Conversation A Whistleblower Blows” Voice, July 5, 2017

- **CLAIM:** If you talk to any builder, developer, they'll all give you the same answer, “You don't rock the boat because, all of a sudden, your project will be stalled or your files will get lost.
- **FACT:** This is complete nonsense and is a direct attack on the professional reputations of planning staff and development staff of the municipality. The Town prides itself on providing the best customer service in the Region which is reported monthly to Council.

Part II

Response to “The Conversation A Whistleblower Blows” Voice, July 5, 2017

- **CLAIM:** This is what happened to me, I rocked the boat and now my planning applications are stalled.
- **FACT:** This is nonsense. Planning staff worked diligently to respond to requested changes to Mr. Hummel’s development plans and provided recommendations to Council in a timely manner.
- In August 2016 staff received a revised subdivision plan and in September 2016 provided a report to Council with recommendations.
- Council did not support the staff recommendation and directed staff to negotiate with Mr. Hummel. In response Mr. Hummel withdrew his lands from the development application and subsequently, changed his mind and asked that the lands be included in the subdivision.
- Staff then prepared a final report with a recommendation in November 2016. Mr. Hummel appealed Council’s decision in December 2016 and a Board Hearing was convened on June 15, 2017. The applications were not stalled, they were being processed expeditiously.
- Council did not support Mr. Hummel’s proposal because it undermined the design and desired planning outcomes for the East Fonthill community. Mr. Hummel appealed to the Ontario Municipal Board.

Part II

Response to “The Conversation A Whistleblower Blows” Voice, July 5, 2017

- **CLAIM:** Its taken 12 years to do what every other municipality can do in two. This is because of interference by the Mayor. If someone breaks the tip of their pencil they sit there and wait for the Mayor to come in.
- **FACT:** This is false. Planning staff operate with the highest ethics and standards under the Municipal Act, Planning Act, Development Charges Act and their professional designation etc.
- The Mayor cannot and does not interfere with any planning application process. Only Council can make these decisions on behalf of the municipality.
- The development process for the East Fonthill lands has taken years to complete. It encompasses the inclusion of the land in the urban boundary, an official plan, a secondary plan, a detailed site master plan, development agreements, site plan approvals etc., building permits etc. To suggest that a municipality to accomplish this in two years is ridiculous.
- The Town underwent significant public consultation during this process and worked directly with residents and business to achieve a plan that would support and enhance our historic downtown.
- The Town also had to respond to new and changing provincial legislation during this period.
- East Fonthill development is already an award winning development.

Part II

Response to “The Conversation A Whistleblower Blows” Voice, July 5, 2017

- **CLAIM:** Mr. Hummel and the Director of Planning have a great relationship and come up with great solutions together.
- **FACT:** Although the Director has worked with Mr. Hummel in the past he threatened to sue the Director personally once he was informed that Council did not approve his plan.

Part II

Response to “The Conversation A Whistleblower Blows” Voice, July 5, 2017

- **CLAIM:** A staff person told Mr. Hummel that the Mayor sent an email to them not to do it this way that’s not what he wants change it. (It is further implied that the staff person was pressured into changing her report and left the Town as a result.)
- **FACT:** This is a false. At no time was any staff person past or present pressured by the Mayor to change any report or professional opinion.
- A Public Meeting for Saffron was held on July 11, 2016, at which Mr. Hummel's planning representative advised that the application may be amended to provide street Townhouses rather than block Townhouses which would front onto Port Robinson Road.
- Town Planning Recommendation Report to Council dated October 3, 2016 recommended front lane Townhouses on Port Robinson Road, which Council did not accept.
- Julie Hannah left the employ of the Town of Pelham to take a position of greater responsibility with the City of Thorold. All staff and Council were thrilled with her advancement and congratulate her in her new position.

Part II

Response to “The Conversation A Whistleblower Blows” Voice, July 5, 2017

- **CLAIM:** The Town bonused Fonthill Gardens by overpaying for the land that was acquired by the Town for a public park.
- **FACT:** The appraisal was used to establish value for the Fonthill Gardens lands for the purpose of establishing the parkland dedication value.
- The land was appraised for this purpose and peer reviewed by an independent professional appraiser. Both appraisals were reviewed by senior staff, legal counsel and recommended to Council.
- If the appraisal was done in July 2017 it is the expectation that the comparable properties would have yielded higher per lot/per front foot values – the River Realty development which has been sold out completely by the developer to builders being an excellent example.
- By doing the appraisal and setting the price in 2015 dollars the Town has actually saved money on the purchase of the additional parkland by entering into the agreement with Fonthill Gardens.

Part II

Response to “The Conversation A Whistleblower Blows” Voice, July 5, 2017

- **CLAIM:** There is a connection between the park land that was purchased by the Town and the borrowing for the Community Centre and that the Town lied to Regional Council when borrowing for the Community Centre.
- **FACT:** To suggest a connection is perpetuating a myth that the Town has discredited repeatedly. There is no connection between the two matters - period.
- The Town is following the plan that was presented and approved by Regional Council and Infrastructure Ontario.
- Despite being done at the same time there is no connection between the two projects.

Conclusion

The Town of Pelham views the actions and statements of Mr. Hummel to be intentionally designed to question the credibility of the Town of Pelham by making extraordinary claims of 'potentially' illegal activities and schemes while providing zero evidence of such activities.

The Town prides itself on operating in an open and transparent manner as it has done through this entire process. All agreements, meeting minutes, motions, reports and by-laws have been made public.

In response to the Barrick Motion the Town hosted an evening with the experts where residents could ask any questions related to East Fonthill which complimented the 300+ page report the Town presented to the public and Regional Council.

Alzheimer Society of Niagara Region – 22nd Annual Coffee Break

Town of Pelham (Mayor Dave Augustyn)
Presenter: (Darrell Neufeld, Board Chair,
Alzheimer Society of Niagara Region)
Tuesday, September 5, 2017 – 6:30 pm

Mayor Augustyn, members of council, Town staff and members of the public, my name is Darrell Neufeld, Chair of the Board for the Alzheimer Society of Niagara Region. Thank you for the opportunity to appear before you this evening and share information about our upcoming Annual Coffee Break campaign, now in its 22nd year.

Originally inspired by the Niagara Region Chapter of the Alzheimer Society, Coffee Break has since become the longest-standing national annual fundraising event for Alzheimer societies across Canada. Thousands of Coffee Breaks are held each year and since its inception, has raised more than \$20 million to support the work of local Alzheimer Societies.

National Coffee Break Day is Thursday, September 21st, which this year also coincides with World Alzheimer's Day. More than 10,000 Coffee Breaks are expected to take place across the country that day. In the Niagara Region, our Campaign will kick off that day hosted by this year's Honourary Chair, The Honourable Rob Nicholson, MP Niagara Falls.

Dementia doesn't discriminate – it can affect anyone regardless of background, education, lifestyle or status. Dementia is also a health condition with important social implications that impacts our communities. There is often a lack of awareness and understanding of dementia, resulting in stigmatization and barriers to diagnosis and care.

It's estimated that 564,000 Canadians are currently living with a dementia. In less than 15 years, that number will reach nearly one million individuals. Alzheimer's disease, already the seventh-leading cause of death in Canada, will only continue to grow as a public health

concern. The annual cost to care for those with dementia is currently estimated at \$10.4 billion.

Mr. Nicholson proposed a private members' bill to establish a national dementia strategy as a solution to tackling the impact of dementia. We are pleased to say his leadership and support has resulted in Bill C-233 becoming law on June 22nd. This Private Member's Bill creates a Canadian Alzheimer's Disease and Dementia Partnership, bringing together researchers, clinicians, health-care providers and private industry to work alongside Canadians living with dementia to develop and implement a National Strategy. The overall impact of a national dementia strategy for Canada will be better local management of dementia, resulting in improved quality of life and care.

In the Niagara Region, there are over 9,855 people experiencing a progressive dementia and the number of cases continues to grow. Last year, we saw almost 1,900 new referrals to our Society and at any given time, we have 750 families receiving service in our Family Support and Intensive Case Programs. More impressively, we provided education to almost 11,000 participants from the general public and healthcare field.

A recognized leader in the field of Dementia Care, the Alzheimer Society of Niagara Region's mission is to advocate for people with dementia and their care partners living in the Niagara Region, and provide access to a diverse range of appropriate resources and supports throughout their difficult journey that will assist them in remaining independent in their homes and communities longer.

We offer people living with dementia a welcoming place where they can access information and support, as well as connect with others who share a similar experience. By accessing education, personalized in-home support services and wellness programs, families can better understand dementia, navigate the health system and access the resources they need when they need them.

To support a large variety of programs, the majority of which focus on those with early stage dementia and are provided at no charge to individuals or their families, our Society must fundraise for approximately \$500,000 each year and Coffee Break is our signature event.

Coffee Breaks provide an opportunity to invite your co-workers, clients, customers, friends, family or neighbours to come together to enjoy a cup of coffee or other beverage and even treats at a break time or another social get-together in exchange for making a donation to support the work of your local Alzheimer Society.

Hosting a coffee break is fun, easy to organize and a great social opportunity. Our Society supplies a free kit, while each host supplies the people and location. The kit includes coffee for that first pot, supplied locally by Barclay & Todd's, promotional signage and literature, as well as a donation box. While many of the Alzheimer Coffee Breaks in Canada will be held on the National Day, you can choose a date that is more convenient for you, since the Niagara campaign runs from September through to December.

Coffee Break events are held in homes, work places, community centres, schools, churches, city halls, retail outlets – just about anywhere you can imagine a social gathering can take place, and where coffee, other beverages, or food and goodies can be served and a donation collected. Some of the most successful events have been a result of doing something a little different. Whether it's a barbecue, open house, raffle, dress down days, selling coffee cup or forget-me-not decals or rounding up your bill at the cash register, no Coffee Break event is too big or too small and each one makes a difference in the lives of those affected by dementia living in the Niagara Region!

Thanks to this Council and over 150 hosts, we raised more than \$77,000 last year. This year, more than ever, we hope we can count on your support to reach our goal of \$100,000.

Organizing or taking part in a Coffee Break event in your community has the potential to raise awareness and encourage discussion about Alzheimer's disease and dementia. It not only makes all of the Society's accomplishments possible, but it ensures that individuals and their families – your loved ones, friends or neighbours, know that they are not alone in their journey.

Consider hosting a Coffee Break event and 'make your coffee count'. It's a fun and easy way to show your support for the Alzheimer Society. Anyone can register for a free Coffee Break kit by calling the Alzheimer

Society of Niagara Region at 905-687-3914 or by visiting the website at www.alzheimerniagara.ca.

Thank you for your time this evening and your consideration in making a difference in your community today and making memories matter.

Mayor Augustyn, may I please present you with your Coffee Break Host Kit? (present kit). Thank you.

REQUEST TO APPEAR BEFORE COUNCIL FOR THE TOWN OF PELHAM

NAME:

HARLAND YOUNG

ADDRESS:

7-1599 PELHAM ST FONTAINE

POSTAL CODE:

L0S 1E5

TELEPHONE #:

905-892-3008

E-MAIL ADDRESS:

harlandtsm@gmail.com

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

☐ Laptop☐ Speakers☐ Internet Connection

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

Regular Council: 1st and 3rd Monday of the month; 6:30 p.m. (except summer schedule)

DATE: Sept. 5 / 17 Regular Council 6:30

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

Pelham Street Storm Construction Project
Continue in 2017; complete 2018

I have never spoken on this issue before. Key points of my deputation are as follows:
(please attach full presentation)

If an individual appears as a delegation before Council, a further deputation from the same individual concerning the same topic(s) will not be permitted unless there is *significant* new information to be brought forward, subject to approval by the Mayor and Clerk. Specific new information must be identified on this form and/or attached for approval.

I have spoken on this issue before. Specific new information I wish to submit is as follows:
(please attach full presentation)


2015 Budget Presentation - Dec. 6 / 14
New information - flooding continues but no complaints forwarded
as we understood work was proceeding

In accordance with the Procedure By-law, Requests to Appear before Council for items not listed on the agenda must be received by the Clerk at least 14 days prior to the scheduled meeting. Requests to Appear for matters to be listed on the Council agenda are to be submitted to the Clerk before 12:00 noon on the Wednesday immediately preceding the scheduled Council meeting. **All requests must include a copy of the presentation materials as detailed in the deputation protocol. Failure to provide the required information on time will result in a deferral or denial. Delegations are limited to 10 minutes.**

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

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

Signature



Date

August 30 / 17







Meeting #: SC-18/2017
Date: Monday, August 21, 2017
Time: 5:00 pm
Location: Town of Pelham Municipal Office - Council Chambers
20 Pelham Town Square, Fonthill

Members Present Dave Augustyn
John Durley
Marvin Junkin
Catherine King
Peter Papp
Richard Rybiak

Members Absent Gary Accursi

Staff Present Darren Ottaway
Nancy Bozzato

1. Call to Order and Declaration of Quorum

Noting that a quorum was present, the Mayor called the meeting to order at approximately 5:00 p.m.

2. Approval of the Agenda

Moved By John Durley

Seconded By Catherine King

BE IT RESOLVED THAT the agenda for the August 21, 2017 Special Meeting of Council be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest and General Nature Thereof

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

4. Resolution to Move in Camera

Moved By John Durley

Seconded By Richard Rybiak

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

Item under Section 239(2)(e) - litigation or potential litigation, including matters before administrative tribunals, affecting the municipality. (1 item - File L02-09-15-2006)

Item under Section 239(2)(c) - proposed or pending acquisition or disposition of land (1 item - File L07-2017-05-S)

Item under Municipal Act Section 239(2)(d) - labour relations or employee negotiations (1 item)

Item under Municipal Act Section 239(2)(e) - litigation or potential litigation, including matters before administrative tribunals, affecting the municipality (1 item).

Carried

Moved By Richard Rybiak

Seconded By John Durley

BE IT RESOLVED THAT Council recess the In Camera portion of the meeting and reconvene immediately following the Committee of the Whole meeting scheduled for this evening.

Carried

Moved By Marvin Junkin

Seconded By Richard Rybiak

BE IT RESOLVED THAT the Special Council meeting of August 21, 2017 do now reconvene to complete the agenda.

Carried

5. Rise From In Camera

Moved By John Durley

Seconded By Catherine King

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

Carried

Moved By Catherine King

Seconded By John Durley

BE IT RESOLVED THAT the Chief Administrative Officer be and is hereby authorized to undertake the directions provided during the In Camera meeting of the Special Meeting of Council, August 21, 2017.

Carried

Moved By Richard Rybiak

Seconded By Catherine King

BE IT RESOLVED THAT Teresa Quinlin be and is hereby appointed as the Treasurer/Director of Corporate Services for the Town of Pelham, effective immediately; and

THAT the Clerk be directed to prepare the necessary appointment by-law to be presented September 5, 2017.

Carried

6. Confirming By-law

Moved By Catherine King

Seconded By John Durley

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

Being a By-law No. 3910(2017) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Special Meeting held on the 21st day of August, 2017.

Carried

7. Adjournment

Moved By Marvin Junkin

Seconded By Richard Rybiak

BE IT RESOLVED THAT this Special Meeting of Council be adjourned until the next regular meeting scheduled for September 5, 2017 at 6:30 pm.

Carried

Mayor D. Augustyn

Town Clerk, Nancy J. Bozzato

Meeting #: SC 19/2017
Date: Monday, August 28, 2017
Time: 5:00 pm
Location: Town of Pelham Municipal Office - Council Chambers
20 Pelham Town Square, Fonthill

Members Present Dave Augustyn
John Durley
Marvin Junkin
Catherine King
Peter Papp
Richard Rybiak

Regrets Gary Accursi
Staff Present Darren Ottaway
Teresa Quinlin
Judy Sheppard

1. Call to Order and Declaration of Quorum

Noting that a quorum was present, the Mayor called the meeting to order at approximately 5:00 p.m.

2. Approval of the Agenda

Moved By Catherine King
Seconded By John Durley
BE IT RESOLVED THAT the agenda for the August 28th, 2017 Special Meeting of Council be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest and General Nature Thereof

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

4. Resolution to Move in Camera

Moved By Peter Papp
Seconded By Richard Rybiak
BE IT RESOLVED THAT the next portion of the meeting be closed to the public in order to consider the following:
Section 239(2)(c) - proposed or pending acquisition or disposition of land - (1item) - Proposed Disposition of Land.

Carried

5. Rise From In Camera

Moved By Catherine King

Seconded By Peter Papp

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

Carried

Moved By John Durley

Seconded By Peter Papp

BE IT RESOLVED THAT the Chief Administrative Officer be and is hereby authorized to undertake the directions provided during the In Camera meeting of August 28, 2017 with regard to the sale of surplus lands within the East Fonthill development area.

Carried

6. Confirming By-law

Moved By John Durley

Seconded By Catherine King

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

Being a By-law No. 3912(2017) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Special Meeting held on the 28th day of August, 2017.

Carried

7. Adjournment

Moved By Richard Rybiak

Seconded By Catherine King

BE IT RESOLVED THAT this Special Meeting of Council be adjourned until the next regular meeting scheduled for September 5, 2017 at 6:30 pm.

Carried

Mayor D. Augustyn

Acting Deputy Clerk, Judy Sheppard

Meeting #: C-14/2017
Date: Monday, August 21, 2017
Time: 6:30 PM
Location: Town of Pelham Municipal Office - Council Chambers
20 Pelham Town Square, Fonthill

Members Present: Dave Augustyn
Richard Rybiak
Catherine King
John Durley
Peter Papp
Marvin Junkin

Members Absent Gary Accursi

Staff Present: Darren Ottaway
Teresa Quinlin
Barbara Wiens
Andrea Clemencio
Paula Gilbert
Nancy Bozzato
Vickie vanRavenswaay
Bob Lymburner
Marc MacDonald
Teresa Quinlin

Others Present S. Whitaker
Mr. Piccolo
R. Ewtuchovich
Interested Citizens

2. Singing of National Anthem

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

3. Approval of Agenda

Moved By Peter Papp
Seconded By Richard Rybiak

BE IT RESOLVED THAT the agenda for the August 21, 2017 Regular meeting of Council be adopted as circulated.

Carried

4. Disclosure of Pecuniary Interests and General Nature Thereof

There were no disclosure of pecuniary interests from any of the members present.

6. Adoption of Minutes

Moved By Richard Rybiak

Seconded By John Durley

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

1. C-13/2017 - Regular Council Minutes, July 24, 2017

2. SC-17/2017 - Special Council Minutes, August 10, 2017.

Carried

7. Business Arising from Council Minutes

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

Councillor Junkin 9.3.1 - Poth Street Culvert

9. Consent Agenda Items to be Considered in Block

Moved By Marvin Junkin

Seconded By John Durley

BE IT RESOLVED THAT the following Consent Agenda items be received and the recommendations contained therein be approved, as applicable:

9.3 Staff Reports of a Routine Nature for Information or Action

~~9.3.1 Poth Street Culvert Structure Repair~~

~~BE IT RESOLVED THAT Council receive the Public Works update report 'Poth Street Culvert Failure' for information. (considered separately)~~

9.5 Information Correspondence Items:

BE IT RESOLVED THAT the following Correspondence Items be received for information:

9.5.1 Niagara Region Re: Niagara 2041 Fostering an Environment for Economic Prosperity

9.5.2 Niagara Region – 2018 Budget Planning

9.5.3 Sylvia Jones, MPP – Private Members Bill 141, Sewage Bypass Reporting Act 2017

9.5.4 Town of the Archipelago Re: Reconsider Proposed Changes Under Bill 86 Pertaining to Out of Court Payments

9.5.5 One Foundation – 2016/2017 Donor Impact Report

9.5.6 Pelham Cares Inc. – Thank you

9.5.7 Comments re: Haist Street Arena Lands

1. J. Comfort

2. C. Botari

9.7 Committee Minutes for Information

9.7.1 Summerfest Committee Minutes

May 31, 2017 Minutes

June 7, 2017 Minutes

June 21, 2017 Minutes

June 28, 2017 Minutes

July 5, 2017 Minutes

9.7.2 Pelham Seniors Advisory Committee Minutes, May 3, 2017

9.7.3 Committee of Adjustment Minutes, June 6, 2017

Carried

10. Items for Separate Consideration, if Any

10.1 Poth Street Culvert Structure Repair

Moved By Marvin Junkin

Seconded By John Durley

BE IT RESOLVED THAT Council receive the Public Works update report 'Poth Street Culvert Failure' for information.

Carried

11. Presentation & Consideration of Reports

11.2 Staff Reports Requiring Action

11.2.1 Request for Proposal for Development Charges Background Study and By-law

Moved By John Durley

Seconded By Catherine King

BE IT RESOLVED THAT Council receive the Request for Proposal for Development Charges Background Study and By-law, 2017 Report; and

THAT staff be authorized to initiate a Request for Proposals to procure a Development Charges Background Study with the intent to initiate an updated Development Charges By-law during the first quarter of 2018.

Carried

11.2.2 Site Plan Control Application for 1298 Pelham Street (File SP-04-17)

Moved By Richard Rybiak
Seconded By Catherine King

BE IT RESOLVED THAT Council receive this Community Planning and Development Report for information as it pertains to Application File No. SP-04-17, regarding the proposed development at 1298 Pelham Street; and

THAT Council approve the by-law authorizing the Mayor and Clerk to enter into a site plan agreement between the Town of Pelham and Stojan Zoric and Mary Ann Zoric.

Carried

12. Unfinished Business

13. New Business

14. Presentation and Consideration of By-Laws

Moved By Catherine King
Seconded By John Durley

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

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

1. By-law 3904(2017) - Being a by-law to authorize the conveyance of part of the road allowance between Lots 2 & 3, Concession 1, being Part 1 on Reference Plan 59R-15900.

2. By-law 3905(2017) - Being a by-law to authorize the conveyance of part of the road allowance between Lots 2 & 3, Concession 1, being Part 2 on Reference Plan 59R-15900.

3. By-law 3906(2017) - Being a by-law to authorize the conveyance of part of the road allowance between Lots 2 & 3, Concession 1, being Part 3 on Reference Plan 59R-15900.

4. By-law 3907(2017) - Being a by-law to authorize the conveyance of part of the road allowance between Lots 2 & 3, Concession 1, being Part 4 on Reference Plan 59R-15900.

5. By-law 3908(2017) - Being a by-law to authorize the execution of a site plan agreement for the lands located at 1298 Pelham Street.

6. By-law 3909(2017) - Being a by-law to amend Zoning By-law 1136(1987), as amended, for lands located on east side of Lookout Street municipally known as 1611 and 1613 Lookout Street from a site specific Residential 1 (R1-211) Zone to Residential 1(R1) Zone and from the Agricultural (A) Zone to Residential 1 (R1) Zone and a site specific Residential 1 (R1)-280) Zone.

Carried

15. Motions and Notices of Motion

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

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

18. Resolution to Move in Camera

19. Rise From In Camera

20. Confirming By-Law

Moved By John Durley

Seconded By Catherine King

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

Being a By-law No. 3911(2017) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Regular Meeting held on the 21st day of August, 2017.

Carried

21. Adjournment

Moved By Richard Rybiak

Seconded By Catherine King

BE IT RESOLVED THAT this Regular Meeting of Council be adjourned until the next regular meeting scheduled for September 5, 2017 at 6:30 pm.

Carried

Mayor: Dave Augustyn

Town Clerk: Nancy J. Bozzato

Recommendations of the Committee of the Whole meeting held August 21, 2017

BE IT RESOLVED THAT COUNCIL HEREBY approves the following Recommendations Resulting from the Committee of the Whole Meeting of August 21, 2017:

1. **THAT the agenda for the August 21st, 2017 regular meeting of Committee of the Whole be adopted as circulated.**
2. **THAT Committee of the Whole receive the August 21, 2017 Emmett Street Storm Water Concerns Report; and THAT Committee recommend that Council direct staff to advance the capital projects in the 20-year capital forecast for design and construction of Pelham Street reconstruction, College to Pancake, and of Emmett Street; and THAT staff investigate swale-mitigating measures.**
3. **THAT Committee of the Whole receive the Public Works Report, 'Parking on Pelham Town Square', for information.**
4. **THAT Committee of the Whole receive the Public Works Report, 'Pelham Street Storm Construction – Revisiting the Need', for information.**
5. **THAT Committee of the Whole receive the Public Works Report, "School Zone Safety Initiatives", for information; and THAT Committee of the Whole direct staff to update the Traffic and Parking Bylaw (89-2000 as amended) to include updated speed limits in Schedule W and updated school zones in Schedule X accordingly.**
6. **THAT Committee of the Whole receive the Public Works Report, "Winter Operations Plan"; and THAT Committee of the Whole recommend that Council acknowledge an operating budget variance in 2017 regarding winter operations; and THAT Committee of the Whole recommend that Council direct staff to make budget requests in 2018 budgets in accordance with Option 1 – leasing fleet and maintaining roads using internal staff.**
7. **THAT consideration of the Winter Operations Plan be referred to a special meeting to permit further exploration regarding the available options.**
8. **THAT this Regular Meeting of Committee be adjourned until the next regular meeting scheduled for September 5, 2017 following Council.**

Minutes

Meeting #: COW-08/2017
Date: Monday, August 21, 2017
Location: Town of Pelham Municipal Office - Council Chambers
20 Pelham Town Square, Fonthill

Members Present: Dave Augustyn, Richard Rybiak, Catherine King, John Durley, Peter Papp, Marvin Junkin

Members Absent Gary Accursi

Staff Present: Darren Ottaway, Barbara Wiens, Andrea Clemencio, Paula Gilbert, Bob Lymburner, Nancy Bozzato, Vickie vanRavenswaay, Marc MacDonald, Teresa Quinlin

Others Present Media
Interested Citizens

1. Call to Order and Declaration of Quorum

Noting that a quorum was present, the Mayor called the meeting to order at approximately 7:05 p.m.

2. Adoption of Agenda

Moved By John Durley

THAT the agenda for the August 21st, 2017 regular meeting of Committee of the Whole be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest and General Nature Thereof

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

4. Department Reports

4.5 Public Works and Utilities

4.5.1 Emmett Street Storm Water Concerns

Moved By Catherine King

THAT Committee of the Whole receive the August 21, 2017 Emmett Street Storm Water Concerns Report; and

THAT Committee recommend that Council direct staff to advance the capital projects in the 20-year capital

forecast for design and construction of Pelham Street reconstruction, College to Pancake, and of Emmett Street; and

THAT staff investigate swale-mitigating measures.

Carried

4.5.2 Parking on Pelham Town Square

Moved By Richard Rybiak

That Committee of the Whole receive the Public Works report 'Parking on Pelham Town Square', for information.

Carried

4.5.3 Pelham Street Storm Construction – Revisiting the Need

Moved By Catherine King

THAT Committee of the Whole receive the Public Works Report, 'Pelham Street Storm Construction – Revisiting the Need', for information.

Carried

4.5.4 School Zone Safety Initiatives

Moved By Peter Papp

THAT Committee of the Whole receive the Public Works report, "School Zone Safety Initiatives", for information; and

That Committee of the Whole direct staff to update the Traffic and Parking Bylaw (89-2000 as amended) to include updated speed limits in Schedule W and updated school zones in Schedule X accordingly.

Carried

4.5.5 Winter Operations Plan

Moved By Marvin Junkin

THAT Committee of the Whole receive the Public Works Report, 'Winter Operations Plan'; and

THAT Committee of the Whole recommend that Council acknowledge an operating budget variance in 2017 regarding winter operations; and

THAT Committee of the Whole recommend that Council direct staff to make budget requests in 2018 budgets in accordance with Option 1 – leasing fleet and maintaining roads using internal staff.

Moved By Richard Rybiak

THAT consideration of the Winter Operations Plan be referred to a special meeting to permit further exploration regarding the available options.

Carried

- 5. Unfinished Business**
- 6. New Business**
- 7. Adjournment**

Moved By Peter Papp

THAT this Regular Meeting of Committee of the Whole be adjourned until the next regular meeting scheduled for September 5, 2017 following Council.

Carried

Mayor: Dave Augustyn

Town Clerk: Nancy J. Bozzato

Concept: How Might We allow an extension to the fence at the rear of 45 Abbott Place to accommodate a need for privacy from an abutting commercial business.

Background:

Mr Hominuk purchased his single family residence in July of 2017, the property backs on to a commercial business as stated in his letter. For privacy reasons Mr Hominuk is requesting permission to extend the height of his current fence from 6 feet to 8 feet.

The Challenge:

Mr Hominuk if granted permission will add 2 feet to the current fence, the entire project will be completed at his expense. The extension will be constructed as per drawings attached.

Our Recommended Solution:

That council considers and approves Mr Hominuk,s request to extend the height of his current fence.

Rationale:

Residential property's abutting commercial business are exposed to a greater amount of privacy issues due to the height of the fence and to the volume of activity taking place at the commercial business, allowing the extension will provide the owner a greater degree of privacy.

Measure of Success:

Milestones:

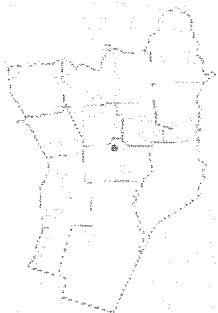
45 Abbott Place Fence Variance 2017

[<<Click here to enter meeting date>>](#)





45 Abbott Place



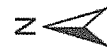
Legend

- Parcel Fabric
- Address Points
- Streets Labels

fence to be
extended to 8"
65' in length.



Notes



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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. This map is not to be used for navigation.

ABBOTT PLACE

(BY P1)

PIN 64065-0829(LT)

12

PIN 64035-0790(LT)

CH N2°09'53"E 11.22
ARC 11.44 RAD 17.00
(P1 & MEAS)

CH N39°02'27"E 10.28
ARC 10.45 RAD 17.00
(P1 & SET)

IB(1654)

PART 7, 59R-15786

7.42

1.90

GARAGE

PORCH

2 STOREY
DWELLING UNDER
CONSTRUCTION

N67°27'50"W 35.55
(P1 & SET)

1.23

7.67

BLOCK '48'

PIN 64035-0826(LT)

11

PIN 64035-0789(LT)

N32°33'00"W (REFERENCE BEARING)
38.09
(P1 & SET)

4.43



PLAN

PART 39, 59R-14913 PART 8, 59R-15786
SUBJECT TO EASEMENT AS

SIB(WIT)

IN

PART 1, 59R-1
SN381085
BOARD

N87°34'00"E 19.84

PIN 64035-0285(LT)

FENCE 0.17N

1" frame holding privacy lattice in place

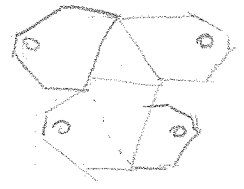
Plastic cap
New 2x4
Plastic cap

New 4x4 post

New 2x4

Posts

connected
by metal
bracket
4x4 Deck
Post T.C



8'

Existing width of 1 panel

David Hominuk
45 Abbott Place
Fonthill, Ontario
L0S 1E5
905-892-7991

August 15, 2017

The Town of Pelham
Town Council
20 Pelham Town Square
L0S 1E0

Dear Pelham Town Council,

I am writing to you to request that you consider providing my family a minor variance in your by-laws to allow me to add 2 feet to the top of an existing fence that is at the rear of my yard.

We purchased a new home in July 2017, and a part of the lot backs on to the Esso (formerly Target) gas station and drive thru of Tim Hortons on Highway 20. There are actually two fences present between my yard and the drive thru. There is a 6' fence originally built on the commercial property to separate the drive thru from the previous orchard (demonstrated in picture A), and another approximately 4' from the original fence, located on my property (demonstrated in picture B), which was confirmed to be on my property with a survey (included).

When cars are lined up in the drive thru, and more particularly when they are lined up towards the gas station and Haist Road, there is a clear sight line into our first floor windows. If we were allowed to add to the top of the existing fence on our property, it would eliminate this line of sight and provide us with more privacy.

The fence on the commercial side has a portion on the top of it that is constructed with a framed piece of privacy lattice. The additional two feet I am proposing would look similar to that. I would frame lattice with lumber and attach it to the top of the fence on my property. It would all be made of pressure treated wood. The addition would be 2' high, approximately 4" wide (the width of a 2 X 4), and 65' in length (the width of my rear property line).

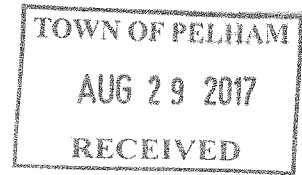
Please consider this information when making your decision and I look forward to your cooperation.

Sincerely,



David Hominuk

David Hominuk
45 Abbott Place
Fonthill, Ontario
L0S 1E5
905-892-7991



COPY

August 15, 2017

The Town of Pelham
Town Council
20 Pelham Town Square
L0S 1E0

Dear Pelham Town Council,

I am writing to you to request that you consider providing my family a minor variance in your by-laws to allow me to add 2 feet to the top of an existing fence that is at the rear of my yard.

We purchased a new home in July 2017, and a part of the lot backs on to the Esso (formerly Target) gas station and drive thru of Tim Hortons on Highway 20. There are actually two fences present between my yard and the drive thru. There is a 6' fence originally built on the commercial property to separate the drive thru from the previous orchard (demonstrated in picture A), and another approximately 4' from the original fence, located on my property (demonstrated in picture B), which was confirmed to be on my property with a survey (included).

When cars are lined up in the drive thru, and more particularly when they are lined up towards the gas station and Haist Road, there is a clear sight line into our first floor windows. If we were allowed to add to the top of the existing fence on our property, it would eliminate this line of sight and provide us with more privacy.

The fence on the commercial side has a portion on the top of it that is constructed with a framed piece of privacy lattice. The additional two feet I am proposing would look similar to that. I would frame lattice with lumber and attach it to the top of the fence on my property. It would all be made of pressure treated wood. The addition would be 2' high, approximately 4" wide (the width of a 2 X 4), and 65' in length (the width of my rear property line).

Please consider this information when making your decision and I look forward to your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Hominuk".

David Hominuk

Brock University Student U-Pass Agreement 2017

Tuesday, September 05, 2017

Concept: How Might We provide free transit to Pelham Brock University Students.

Background:

Staff met with Brock University Student Union with regard to entering into an agreement for the use of the U-Pass system for all Pelham Brock University Students for 2017-18. The Town of Pelham entered into a similar agreement for the past 2 years. In the proposed agreement, attached, the Town of Pelham would receive \$5,000.00 for the term from September 1, 2017 to April 30, 2018.

Payment of \$2,500.00 would be received on November 1, 2017 and January 5, 2018. This amount is less than Niagara College Agreement since Brock Students have to transfer to Brock and are not directly dropped off at Brock.

The Challenge:

HMW provide free transit to Pelham Brock University Students.

HMW enter into agreement with Brock University Student Union for the use of the U-pass System.

Our Recommended Solution:

BE IT RESOLVED THAT Council receive the issue report, Brock University Student Union U-Pass Transit Agreement; and

THAT Council approve the agreement as presented and that the Mayor & Clerk be authorized to sign the said agreement.

Rationale:

By entering into an agreement with Brock Student Union for the use of the U-Pass system Pelham Brock University Students will have access to free transit.

Strategic Plan Goals:

Goal #1 - Provide excellent public services

Goal #5 – Attract new businesses and people to Pelham

Brock University Student U-Pass Agreement 2017

Tuesday, September 05, 2017

Measure of Success:

Number of Pelham Students that use Pelham Transit as a means of transportation to Brock University.

Milestones:

Increased amount of Pelham Students using Pelham Transit.

Security and to the BUSU, with an explanation of the circumstances, within 24 hours of the confiscation.

PAYMENT TO TOWN

8. For the Term of this Agreement, BUSU will remit to the Town or a Service Provider, as directed by the Town a total fee of \$5,000.00 for the privilege of Eligible Students presenting U-Passes to ride on Pelham Transits, for no charge, as per public schedules.
9. The BUSU shall make payments to the Town according with the following payment schedule:
 - November 1, 2017 - \$2,500.00
 - January 5, 2018 - \$2,500.00
10. Late payments will be assessed at an interest charge of 1.5% per month (18% per annum).

SERVICE LEVELS

11. Pelham routes and schedules will be the public routes and schedules in operation as published, and as may be amended from time to time at the Town's sole authority and discretion. No liability shall result from the Town changing its public routes and schedules in its sole and unfettered discretion.
12. No liability shall result from delay or non-performance by the Town of the Service Providers caused by unforeseen circumstances, including without limitation, acts of God, terrorist acts, flood, fire, war, action, labour trouble, equipment failure or shortage, weather, accidents, traffic congestion, detours, road closures or similar circumstances beyond the reasonable control of the Town or Service Providers.
13. The Town is not responsible for any U-Pass that has been lost or stolen. Eligible students shall be responsible to secure a new student card and transit validation through the processes established by the BUSU.

IDEMNIFICATION

14. BUSU shall release and indemnify the Town against and save the Town harmless from and against all claims, demands or proceedings for loss, damage or injury, including death, and from and against all costs and expenses which the Town may sustain, suffer or incur, resulting from or arising directly out of any responsibility or obligation assumed by BUSU in this Agreement.
15. The Town shall release and indemnify BUSU against and save BUSU harmless from and against all claims, demands or proceedings for loss, damage or injury, including death, and from and against all costs and expenses which BUSU may sustain, suffer or incur, resulting from or arising directly out of any responsibility or obligation assumed by the Town in this Agreement.

GENERAL PROVISIONS

16. The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent

17. BUSU shall not assign this Agreement without the Town's express written permission. This Agreement, and all rights, responsibilities and obligations contained therein, shall extend to and be binding on the Parties' respective successors and assigns.
18. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings and agreements between the Parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the Parties other than those expressly set forth in this Agreement.
19. The laws of the Province of Ontario govern this Agreement. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by an authorized representative of each of the Parties. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the waiver and unless otherwise provided in writing, shall be limited to the specified breach waived.
20. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement and any invalid or unenforceable provision shall be deemed to be severed.

DISPUTE RESOLUTION

21. BUSU and the Town hereby commit to make sincere efforts to resolve any disagreements between them promptly, at the lowest possible level of authority and consistent with their respective rights and responsibilities and the objectives of this Agreement. However, if parties hereto cannot resolve matters in difference between them, that matter shall be referred to the arbitration of a single arbitrator, if the Parties agree upon one; otherwise to three arbitrators, one to be appointed by the Service Providers and one to be appointed by the Town, and a third to be chosen by the first two arbitrators before they enter upon the business of arbitration. The award and determination of the arbitrator or arbitrators, or any two of the three arbitrators, including any determination as to the responsibility for payment of the costs of the arbitration, shall be binding upon the Parties and their respective successors and assigns. The provisions of the Arbitration Act, 1991, S.O. 1991, c. 17 shall apply to this arbitration. For these purposes, "matters in difference" shall include matters which the Parties have not resolved within thirty (30) days following delivery by one party to the remaining Parties of notice in writing of an issue arising in connection with this Agreement.

NOTICE

22. Any notices permitted or required under this Agreement shall be given by personal delivery or sent by prepaid registered mail to the parties at the following addresses. Notices sent by registered mail shall be deemed to be received three regular business days after mailing.

To BUSU:
Brock University,
500 Glenridge Avenue
St. Catharines, Ontario

To the Town:
Town of Pelham
P.O Box 400
Fonthill, Ontario

L2S 3A1

Attention: VP of Finance & Admin
Fax:

L0S 1E0

Attention: Town Clerk
Fax: 905-892-5055

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement

BROCK UNIVERSITY STUDENT UNION

Per: _____

Name: Aidan Hibma
Position: VP of Finance & Administration
Date: _____

Per: _____

Name: Faisal Hejazi
Position: President
Date: _____

We have authority to bind the Corporation.

THE TOWN OF PELHAM

Per: _____

Name: Dave Augustyn
Position: Mayor
Date: _____

Per: _____

Name: Nancy Bozzato
Position: Clerk
Date: _____



PELHAM TRANSIT



Fall/Winter Schedule

Effective September 5, 2017

FARES

Cash Fares (per way)

Adult, Student, Senior.....\$3.00
Child (under 5).....Free

Ticket Price

Pack of 11 Tickets.....\$30.00

Monthly Pass (unlimited rides)

Student UPass (Brock/Niagara College).....Free
Pelham Transit Pass.....\$80/mo.

FREE TRANSIT FOR ALL RIDERS EVERY SATURDAY

Tickets and Passes available for purchase at Pelham Town Hall, 20 Pelham Town Square, ON



Funded by the Town of Pelham & the Ministry of Transportation Community Transportation Pilot Program

Schedule information may be subject to change. Please check www.pelham.ca/transit for the most up-to-date schedule information.

905-892-2607 EXT. 347

FREE RIDE SATURDAYS

Take Transit for **FREE** every Saturday!

THANKS TO OUR GENEROUS COMMUNITY SPONSORS



Specialized Transit 905-892-2607 ext. 347 \$3.00 (per way)

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**Available to anyone. Offered on a first come first serve basis



PELHAM TRANSIT SCHEDULE

2017-2018 FALL/WINTER ROUTES

EFFECTIVE: SEPTEMBER 5, 2017

NORTH PELHAM

Metler Road @ Balfour St

FENWICK

Balfour St @ Steele Dr

Canboro Road @ Maple St

Canboro Road @ Balfour Street

Old Pelham Town Hall (Canboro Road @ Centre Street)

RIDGEVILLE

Canboro Road @ Effingham St (Shoppes of Ridgville)

Effingham St @ Hwy 20 W

FONTHILL

Lookout Ridge Retirement Home (1505 Lookout Street)

Hwy 20 West @ Lookout St (across from Lookout Ridge)

Hwy 20 West @ Haist Street

Haist Street @ Hwy 20

Haist Street @ Pancake Lane

Pelham Arena - 1120 Haist Street

Welland Road @ Quaker Road (inbound)

Pelham Street @ Bacon Lane (inbound)

Pelham Street @ John Street (inbound)

Welland Road @ Woodside Square (outbound)

Pelham Street @ Spruceside Cres (outbound)

Pelham Street @ Pancake Lane (outbound)

Pelham Street @ College Street

Shorthills Villa Retirement Community (1532 Pelham Street)

Fonthill Shopping Plaza - 20 Hwy 20 E

Pelham Public Library - 43 Pelham Town Square

Sobey's Plaza - 110 Hwy 20 E

Fonthill Marketplace - 130 Hwy 20 E

Hwy 20 East @ Rice Road

Rice Road @ Port Robinson Road (Kingdom Hall)

WELLAND

Seaway Mall

Niagara College

	MORNING						AFTERNOON						EVENING	
	TRIP 1		TRIP 2		TRIP 3		TRIP 1		TRIP 2		TRIP 3		Inbound	Outbound
	Inbound Fenwick to Welland	Outbound Welland to Fenwick	Inbound Fenwick to Welland	Outbound Welland to Fenwick	Inbound Fenwick to Welland	Outbound Welland to Fenwick	Inbound North Pelham to Welland	Outbound Welland to North Pelham	Inbound North Pelham to Welland	Outbound Welland to North Pelham	Inbound North Pelham to Welland	Outbound Welland to North Pelham	Inbound Fenwick to Welland	Outbound Welland to Fenwick
Metler Road @ Balfour St	7:23am					11:25am	12:00pm					4:40pm	4:40pm	6:06pm
Balfour St @ Steele Dr	7:26am					11:21am	12:03pm					4:37pm	4:43pm	6:03pm
Canboro Road @ Maple St	7:30am	8:45am	8:45am	10:00am	10:00am	11:17am	12:05pm	1:35pm	1:35pm	3:05pm	3:05pm	4:35pm	4:45pm	6:00pm
Canboro Road @ Balfour Street	7:32am	8:43am	8:47am	9:58am	10:02am	11:15am	12:07pm	1:32pm	1:37pm	3:02pm	3:07pm	4:32pm	4:47pm	5:58pm
Old Pelham Town Hall (Canboro Road @ Centre Street)	7:35am	8:41am	8:50am	9:56am	10:05am	11:13am	12:10pm	1:31pm	1:40pm	3:01pm	3:10pm	4:31pm	4:50pm	5:56pm
Canboro Road @ Effingham St (Shoppes of Ridgville)	7:37am	8:39am	8:52am	9:54am	10:07am	11:11am	12:12pm	1:30pm	1:42pm	3:00pm	3:12pm	4:30pm	4:52pm	5:54pm
Effingham St @ Hwy 20 W	7:38am	8:38am	8:53am	9:53am	10:08am	11:10am	12:13pm	1:28pm	1:43pm	2:58pm	3:13pm	4:28pm	4:53pm	5:53pm
Lookout Ridge Retirement Home (1505 Lookout Street)	7:39am	8:38am	8:53am	9:52am	10:08am	11:09am	12:14pm	1:27pm	1:44pm	2:57pm	3:14pm	4:27pm	4:53pm	5:53pm
Hwy 20 West @ Lookout St (across from Lookout Ridge)	7:39am	8:37am	8:54am	9:52am	10:09am	11:07am	12:17pm	1:25pm	1:45pm	2:55pm	3:15pm	4:25pm	4:54pm	5:52pm
Hwy 20 West @ Haist Street	7:40am	8:36am	8:55am	9:51am	10:10am	11:06am	12:18pm	1:24pm	1:46pm	2:54pm	3:16pm	4:24pm	4:55pm	5:51pm
Haist Street @ Hwy 20	7:40am	8:36am	8:55am	9:51am	10:10am	11:06am	12:19pm	1:23pm	1:47pm	2:53pm	3:17pm	4:23pm	4:55pm	5:51pm
Haist Street @ Pancake Lane	7:41am	8:35am	8:56am	9:50am	10:11am	11:05am	12:20pm	1:22pm	1:49pm	2:52pm	3:19pm	4:22pm	4:56pm	5:50pm
Pelham Arena - 1120 Haist Street	7:43am	8:34am	8:58am	9:49am	10:13am	11:04am	12:22pm	1:20pm	1:51pm	2:50pm	3:21pm	4:20pm	4:58pm	5:49pm
Welland Road @ Quaker Road (inbound)	7:45am		9:00am		10:15am		12:24pm		1:52pm		3:22pm		5:00pm	
Pelham Street @ Bacon Lane (inbound)	7:46am		9:01am		10:16am		12:25pm		1:54pm		3:24pm		5:01pm	
Pelham Street @ John Street (inbound)	7:48am		9:03am		10:18am		12:26pm		1:55pm		3:25pm		5:03pm	
Welland Road @ Woodside Square (outbound)		8:32am		9:47am		11:02am		1:18pm		2:48pm		4:18pm		5:47pm
Pelham Street @ Spruceside Cres (outbound)		8:30am		9:45am		11:00am		1:17pm		2:47pm		4:17pm		5:45pm
Pelham Street @ Pancake Lane (outbound)		8:29am		9:44am		10:59am		1:16pm		2:46pm		4:16pm		5:44pm
Pelham Street @ College Street	7:50am	8:28am	9:05am	9:43am	10:20am	10:58am	12:27pm	1:16pm	1:56pm	2:46pm	3:26pm	4:16pm	5:05pm	5:43pm
Shorthills Villa Retirement Community (1532 Pelham Street)							12:28pm	1:14pm	1:59pm	2:44pm	3:29pm	4:14pm		
Fonthill Shopping Plaza - 20 Hwy 20 E							12:30pm	1:11pm	2:00pm	2:41pm	3:30pm	4:11pm		
Pelham Public Library - 43 Pelham Town Square	7:51am	8:27am	9:06am	9:42am	10:21am	10:57am	12:32pm	1:10pm	2:02pm	2:40pm	3:32pm	4:10pm	5:06pm	5:42pm
Sobey's Plaza - 110 Hwy 20 E	7:53am	8:24am	9:08am	9:39am	10:23am	10:54am	12:35pm	1:07pm	2:04pm	2:37pm	3:34pm	4:07pm	5:08pm	5:39pm
Fonthill Marketplace - 130 Hwy 20 E	7:55am	8:19am	9:10am	9:34am	10:25am	10:49am	12:37pm	1:02pm	2:07pm	2:32pm	3:37pm	4:02pm	5:10pm	5:34pm
Hwy 20 East @ Rice Road	7:56am	8:15am	9:11am	9:32am	10:26am	10:47am	12:38pm	1:01pm	2:08pm	2:31pm	3:38pm	4:01pm	5:11pm	5:32pm
Rice Road @ Port Robinson Road (Kingdom Hall)	7:58am	8:16am	9:13am	9:31am	10:28am	10:46am	12:40pm	12:58pm	2:10pm	2:28pm	3:40pm	3:58pm	5:13pm	5:31pm
Seaway Mall	8:06am		9:21am		10:36am		12:48pm		2:18pm		3:48pm		5:21pm	
Niagara College	8:11am		9:26am		10:41am		12:53pm		2:23pm		3:53pm		5:26pm	

TRANSFERS

Transfers from Niagara College:

- BrockU students can transfer to Brock Link at: 8:12 or every hour on the :30
- NC Students to NOTL Campus can transfer to NOTL Link every hour on the hour (:00)

Transfers from Seaway Mall (to St. Catharines)

- Riders can transfer to Niagara Region Transit Route 75 every hour on the :18

For more transfer details, visit:

www.niagararegion.ca/transit | www.yourbus.com | www.welland.ca/transit

Town of Pelham, Recreation,
Culture & Wellness

T: 905-992-2607 ext. 347

E: kblake@pelham.ca

www.pelham.ca/transit



Niagara College U-Pass Transit Agreement 2017

Tuesday, September 05, 2017

Concept: How Might We provide free transit to Pelham Niagara College Students.

Background:

Staff met with Steve Kosh, Executive Director, to discuss the proposed U-Pass agreement for 2017-18. Discussion took place regarding accommodation for transit availability for evening classes. To accommodate evening classes dial a ride will be offered when required. New Transit schedule is attached.

Similar to the 2016-17 agreement with the Niagara College Student Administrative Council, please find attached the 2017-18 proposed U-Pass Agreement. In the proposed agreement the Town of Pelham would receive \$10,000.00 from the Niagara College Student Administrative Council for the 2017-18 student year, September 1, 2017 to April 30, 2018. Payments of \$5,000.000 October 15, 2017 and \$5,000.00 on January 5, 2018.

The Challenge:

HMW provide free transit to Pelham Niagara College Students.

HMW enter into a U-Pass Agreement with Niagara College Student Administrative Council.

Our Recommended Solution:

Be it resolved that Council receive the issue summary report, Niagara College U-Pass Transit Agreement, and;

THAT Council approve the agreement as presented and the Mayor & Clerk be authorized to sign the said agreement.

Niagara College U-Pass Transit Agreement 2017

Tuesday, September 05, 2017

Rationale:

Pelham Niagara College Students are in need of free transit to Niagara College

Strategic Plan Goals:

- Goal #2 – Provide excellent public services
- Goal #5 – Attract new businesses and people to Pelham.

Measure of Success:

Number of Students using Pelham Transit as transportation to Niagara College

Milestones:

Pelham Niagara College Students able to use their Niagara College U-passes for free transit.

THIS AGREEMENT effective as of the day of , 2017.

BETWEEN

NIAGARA COLLEGE STUDENT ADMINISTRATIVE COUNCIL INCORPORATED

(hereinafter referred to as "NCSAC")

- and -

THE TOWN OF PELHAM

(hereinafter referred to as "the Town")

The Town provides transit services within Pelham, with these services operated by a private operator.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERM AND TERMINATION

1. This Agreement shall be effective as of September 1, 2017 and shall remain in effect until April 30, 2018 (the "Term")
2. Extension of the Agreement beyond April 30, 2018 shall require mutual consent and agreement of all parties hereto.
3. If NCSAC fails to make payment required under this Agreement, and has not paid within five (5) days after notice in writing from the Town to NCSAC, the Town may, in its absolute discretion, terminate this Agreement

U-PASS PRIVILEGES

4. All Eligible Students shall be entitled to unlimited ridership privileges on all Pelham routes, when a valid U-Pass is produced to the bus operator upon entry. In the event a passenger does not produce a U-Pass or cash fare, he/she will be refused access to the bus. The Town will accept student identification without a valid U-Pass from September 1 until September 18, 2017 and January 2 to January 15, 2018.
5. The nature and format of the acceptable identification will be approved jointly by SCTC (St. Catharines Transit Commission), NRT (Niagara Regional Transit), NFT (Niagara Falls Transit), and WT (Welland Transit), collectively, the "Service Providers", and the NCSAC.
6. There shall be no assignment of the U-Pass to any non-Eligible Student. Any student who is found to have breached the conditions of use of the U-Pass will have the privilege revoked without rebate.
7. U-Passes that are being used inappropriately will be confiscated by the bus operator of the appropriate transit authority and will be forwarded to the office of the Niagara College Campus

Security and to the NCSAC, with an explanation of the circumstances, within 24 hours of the confiscation.

PAYMENT TO TOWN

8. For the Term of this Agreement, NCSAC will remit to the Town or a Service Provider, as directed by the Town a total fee of \$10,000.00 for the privilege of Eligible Students presenting U-Passes to ride on Pelham Transit, for no charge, as per public schedules.
9. The NCSAC shall make payments to the Town according with the following payment schedule:
 - October 15, 2017 - \$5,000.00
 - January 5, 2018 - \$5,000.00
10. Late payments will be assessed at an interest charge of 1.5% per month (18% per annum).

SERVICE LEVELS

11. Pelham routes and schedules will be the public routes and schedules in operation as published, and as may be amended from time to time at the Town's sole authority and discretion. No liability shall result from the Town changing its public routes and schedules in its sole and unfettered discretion.
12. No liability shall result from delay or non-performance by the Town of the Service Providers caused by unforeseen circumstances, including without limitation, acts of God, terrorist acts, flood, fire, war, action, labour trouble, equipment failure or shortage, weather, accidents, traffic congestion, detours, road closures or similar circumstances beyond the reasonable control of the Town or Service Providers.
13. The Town is not responsible for any U-Pass that has been lost or stolen. Eligible students shall be responsible to secure a new student card and transit validation through the processes established by the NCSAC.

IDEMNIFICATION

14. NCSAC shall release and indemnify the Town against and save the Town harmless from and against all claims, demands or proceedings for loss, damage or injury, including death, and from and against all costs and expenses which the Town may sustain, suffer or incur, resulting from or arising directly out of any responsibility or obligation assumed by NCSAC in this Agreement.
15. The Town shall release and indemnify NCSAC against and save NCSAC harmless from and against all claims, demands or proceedings for loss, damage or injury, including death, and from and against all costs and expenses which NCSAC may sustain, suffer or incur, resulting from or arising directly out of any responsibility or obligation assumed by the Town in this Agreement.

GENERAL PROVISIONS

16. The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent

17. NCSAC shall not assign this Agreement without the Town's express written permission. This Agreement, and all rights, responsibilities and obligations contained therein, shall extend to and be binding on the Parties' respective successors and assigns.
18. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings and agreements between the Parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the Parties other than those expressly set forth in this Agreement.
19. The laws of the Province of Ontario govern this Agreement. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by an authorized representative of each of the Parties. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the waiver and unless otherwise provided in writing, shall be limited to the specified breach waived.
20. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement and any invalid or unenforceable provision shall be deemed to be severed.

DISPUTE RESOLUTION

21. NCSAC and the Town hereby commit to make sincere efforts to resolve any disagreements between them promptly, at the lowest possible level of authority and consistent with their respective rights and responsibilities and the objectives of this Agreement. However, if parties hereto cannot resolve matters in difference between them, that matter shall be referred to the arbitration of a single arbitrator, if the Parties agree upon one; otherwise to three arbitrators, one to be appointed by the Service Providers and one to be appointed by the Town, and a third to be chosen by the first two arbitrators before they enter upon the business of arbitration. The award and determination of the arbitrator or arbitrators, or any two of the three arbitrators, including any determination as to the responsibility for payment of the costs of the arbitration, shall be binding upon the Parties and their respective successors and assigns. The provisions of the Arbitration Act, 1991, S.O. 1991, c. 17 shall apply to this arbitration. For these purposes, "matters in difference" shall include matters which the Parties have not resolved within thirty (30) days following delivery by one party to the remaining Parties of notice in writing of an issue arising in connection with this Agreement.

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To NCSAC:
300 Woodlawn Road
Niagara College SAC
SA205

To the Town:
Town of Pelham
P.O Box 400
Fonthill, Ontario

Welland, ON
L3C 7L3

Attention: Executive Director
Fax: 905-688-4311

LOS 1E0

Attention: Town Clerk
Fax: 905-892-5055

IN

WITNESS WHEREOF the parties hereto have duly executed this Agreement

NIAGARA COLLEGE STUDENT ADMINISTRATIVE COUNCIL INCORPORATED

Per: _____

Name: Steve Kosh
Position: Executive Director
Date: _____

Per: _____

Name: Ryan Huckla
Position: President
Date: _____

Per: _____

Name: Aman Arora
Position: Executive Vice President, Welland
Campus
Date: _____

We have authority to bind the Corporation.

THE TOWN OF PELHAM

Per: _____

Name: Dave Augustyn
Position: Mayor
Date: _____

Per: _____

Name: Nancy Bozzato
Position: Clerk
Date: _____



PELHAM TRANSIT



Fall/Winter Schedule

Effective September 5, 2017

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Cash Fares (per way)

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WELLAND

Seaway Mall

Niagara College

	MORNING						AFTERNOON						EVENING	
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Hwy 20 West @ Haist Street	7:40am	8:36am	8:55am	9:51am	10:10am	11:06am	12:18pm	1:24pm	1:46pm	2:54pm	3:16pm	4:24pm	4:55pm	5:51pm
Haist Street @ Hwy 20	7:40am	8:36am	8:55am	9:51am	10:10am	11:06am	12:19pm	1:23pm	1:47pm	2:53pm	3:17pm	4:23pm	4:55pm	5:51pm
Haist Street @ Pancake Lane	7:41am	8:35am	8:56am	9:50am	10:11am	11:05am	12:20pm	1:22pm	1:49pm	2:52pm	3:19pm	4:22pm	4:56pm	5:50pm
Pelham Arena - 1120 Haist Street	7:43am	8:34am	8:58am	9:49am	10:13am	11:04am	12:22pm	1:20pm	1:51pm	2:50pm	3:21pm	4:20pm	4:58pm	5:49pm
Welland Road @ Quaker Road (inbound)	7:45am		9:00am		10:15am		12:24pm		1:52pm		3:22pm		5:00pm	
Pelham Street @ Bacon Lane (inbound)	7:46am		9:01am		10:16am		12:25pm		1:54pm		3:24pm		5:01pm	
Pelham Street @ John Street (inbound)	7:48am		9:03am		10:18am		12:26pm		1:55pm		3:25pm		5:03pm	
Welland Road @ Woodside Square (outbound)		8:32am		9:47am		11:02am		1:18pm		2:48pm		4:18pm		5:47pm
Pelham Street @ Spruceside Cres (outbound)		8:30am		9:45am		11:00am		1:17pm		2:47pm		4:17pm		5:45pm
Pelham Street @ Pancake Lane (outbound)		8:29am		9:44am		10:59am		1:16pm		2:46pm		4:16pm		5:44pm
Pelham Street @ College Street	7:50am	8:28am	9:05am	9:43am	10:20am	10:58am	12:27pm	1:16pm	1:56pm	2:46pm	3:26pm	4:16pm	5:05pm	5:43pm
Shorthills Villa Retirement Community (1532 Pelham Street)							12:28pm	1:14pm	1:59pm	2:44pm	3:29pm	4:14pm		
Fonthill Shopping Plaza - 20 Hwy 20 E							12:30pm	1:11pm	2:00pm	2:41pm	3:30pm	4:11pm		
Pelham Public Library - 43 Pelham Town Square	7:51am	8:27am	9:06am	9:42am	10:21am	10:57am	12:32pm	1:10pm	2:02pm	2:40pm	3:32pm	4:10pm	5:06pm	5:42pm
Sobey's Plaza - 110 Hwy 20 E	7:53am	8:24am	9:08am	9:39am	10:23am	10:54am	12:35pm	1:07pm	2:04pm	2:37pm	3:34pm	4:07pm	5:08pm	5:39pm
Fonthill Marketplace - 130 Hwy 20 E	7:55am	8:19am	9:10am	9:34am	10:25am	10:49am	12:37pm	1:02pm	2:07pm	2:32pm	3:37pm	4:02pm	5:10pm	5:34pm
Hwy 20 East @ Rice Road	7:56am	8:15am	9:11am	9:32am	10:26am	10:47am	12:38pm	1:01pm	2:08pm	2:31pm	3:38pm	4:01pm	5:11pm	5:32pm
Rice Road @ Port Robinson Road (Kingdom Hall)	7:58am	8:16am	9:13am	9:31am	10:28am	10:46am	12:40pm	12:58pm	2:10pm	2:28pm	3:40pm	3:58pm	5:13pm	5:31pm
Seaway Mall	8:06am		9:21am		10:36am		12:48pm		2:18pm		3:48pm		5:21pm	
Niagara College	8:11am		9:26am		10:41am		12:53pm		2:23pm		3:53pm		5:26pm	

TRANSFERS

Transfers from Niagara College:

- BrockU students can transfer to Brock Link at: 8:12 or every hour on the :30
- NC Students to NOTL Campus can transfer to NOTL Link every hour on the hour (:00)

Transfers from Seaway Mall (to St. Catharines)

- Riders can transfer to Niagara Region Transit Route 75 every hour on the :18

For more transfer details, visit:

www.niagararegion.ca/transit | www.yourbus.com | www.welland.ca/transit

Town of Pelham, Recreation,

Culture & Wellness

T: 905-892-2607 ext. 347

E: kblake@pelham.ca

www.pelham.ca/transit



Ministry of
Community Safety and
Correctional Services

Office of the
Fire Marshal and
Emergency Management

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1143

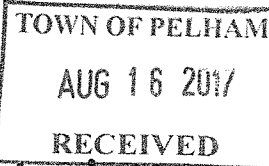
Ministère de la
Sécurité communautaire et
des Services correctionnels

Bureau du
commissaire des incendies et
de la gestion des situations d'urgence

25, avenue Morton Shulman
Toronto ON M3M 0B1
Tél. : 647-329-1100
Téléc. : 647-329-1143



Ontario



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

July 31, 2017

Dear Head of Council:

It is the responsibility of municipalities to ensure they are in compliance with the Emergency Management and Civil Protection Act (EMCPA) and its associated Regulation, Ontario Regulation 380/04.

The Office of the Fire Marshal and Emergency Management (OFMEM) has reviewed the documentation submitted by your Community Emergency Management Coordinator (CEMC) and have determined that your municipality was compliant with the EMCPA and O.Reg 380/04 in 2016.

The safety of your citizens is important, and one way to ensure that safety is to ensure that your municipality is prepared in case of an emergency. You are to be congratulated on your municipality's efforts in achieving compliance in 2016.

I look forward to continuing to work with you to ensure your continued compliance in 2017.

If you have any questions or concerns about the compliance monitoring process, please contact your Emergency Management Field Officer.

Sincerely,

Chris Pittens
Program Manager
Emergency Management Field Operations

cc: Bob Lymburner - CEMC
Katrina Grantis - Field Officer

TOWN OF PELHAM
Mayor's Office

- ☒ Council Meeting
- ☐ Councillor Mailbox
- ☐ CAO
- ☐ Clerk
- ☐ Marketing & Communication
- ☐ Corporate Services
- ☐ Public Works
- ☐ Facilities
- ☐ Planning
- ☐ Building
- ☐ Recreation, Culture
- ☐ Fire

FOR:

- ☐ Action ☐ Resolution
- ☐ Information ☐ Report
- ☐ Note

18 Aug 17

Nancy Bozzato

From: Nancy Bozzato
Sent: Tuesday, August 29, 2017 11:11 AM
To: Nancy Bozzato
Subject: FW: Bylaw change for Chicken coop

From: MayorDave
Sent: Sunday, August 27, 2017 6:55 PM
To: Yann Marais
Cc: Nancy Bozzato
Subject: Re: Bylaw change for Chicken coop

Dear Yann:

Thanks very much for your email. I am forwarding your letter to the Town Clerk to include the matter for consideration at the next Council meeting on Tuesday, 5 September.

The Town is currently updating our zoning bylaw. Perhaps it's something we can consider through that process.

Thanks for sharing your idea!

Sincerely yours,

Dave

Mayor Dave Augustyn

"Working with you to make Pelham a vibrant, creative, and caring community in Niagara."

Good morning M. Mayor,

First, congratulations to you and your team for that incredible family activity downtown Fenwick. What a great success! Well done!

I heard that the town is reworking the zoning and the bylaws. Therefore, I was wondering if it is possible to introduce a new bylaw for a chicken coop in a residential area. Niagara Falls allows it and it would be nice to be the second municipality to accept the coops. A maximum of 6 chicken would be I believe a fine number. Many studies showed that there is no smell or noise associated to coops and therefore would not be a nuisance to neighbors. I would be happy to discuss the matter to you and the council if you want.

Thank you for your time.

Yours truly,

Yann Marais

**THE REGIONAL MUNICIPALITY OF NIAGARA
NOTICE OF PASSING OF
MUNICIPAL-WIDE DEVELOPMENT CHARGES BY-LAW 2017-68**

TAKE NOTICE that the Council of The Regional Municipality of Niagara passed a municipal-wide Development Charges By-law No. 2017-68 on the 20th day of July, 2017 under section 2(1) of the *Development Charges Act, 1997*, S.O., 1997 c.27, as amended;

AND TAKE NOTICE that any person or organization may appeal to the Ontario Municipal Board under Section 14 of the Act, in respect of the development charge by-law, by filing with the Clerk of The Regional Municipality of Niagara on or before the **10th day of October, 2017** a notice of appeal setting out the objection to the by-law and the reasons supporting the objection.

The schedule of development charges imposed by By-law No. 2017-68, which will come into effect on **September 1, 2017**, is as follows:

**Schedule C
By-Law 2017-68**

Service	RESIDENTIAL						NON-RESIDENTIAL			
	Single and Semi-Detached Dwelling	Apartments - 4 Bedrooms +	Apartments - 2 & 3 Bedrooms	Apartments - Bachelor and 1 Bedroom	Other Multiples	Special Care/Special Dwelling Units/Rooms	Commercial (per ft ² of Gross Floor Area)	Industrial (per ft ² of Gross Floor Area)	Institiutial (per ft ² of Gross Floor Area)	Wind Turbines
Municipal Wide Services:										
Services Related to a Highway	6,297	8,655	4,068	2,596	4,587	2,380	4.45	1.85	3.17	6,297
Police Services	376	517	243	155	274	142	0.27	0.12	0.20	376
General Government	212	291	137	87	154	80	0.17	0.07	0.13	212
Long Term Care	486	668	314	200	354	184	0.14	0.06	0.10	-
Provincial Offences Act	35	48	23	14	25	13	0.03	0.01	0.02	-
Health	107	147	69	44	78	40	0.04	0.01	0.02	-
Social and Child Services	-	-	-	-	-	-	-	-	-	-
Emergency Medical Services	121	166	78	50	88	46	0.03	0.01	0.03	121
Social Housing	274	377	177	113	200	104	-	-	-	-
Waste Diversion	88	120	57	36	64	33	0.07	0.04	0.04	-
Total Municipal Wide Services	7,995	10,989	5,166	3,295	5,824	3,022	5.20	2.17	3.72	7,005
Urban Services										
Wastewater Services	4,420	6,076	2,856	1,823	3,220	1,671	3.18	1.32	2.27	-
Water Services	3,129	4,301	2,021	1,290	2,280	1,183	2.25	0.94	1.61	-
Total Urban Services	7,549	10,377	4,877	3,113	5,500	2,854	5.43	2.26	3.88	-
GRAND TOTAL RURAL AREA	7,995	10,989	5,166	3,295	5,824	3,022	5.20	2.17	3.72	7,005
GRAND TOTAL URBAN AREA	15,544	21,366	10,043	6,408	11,324	5,876	10.63	4.43	7.60	7,005

No key map has been provided as By-law No. 2017-68 applies to all lands located within The Regional Municipality of Niagara.

A copy of the complete by-law is available for examination at The Regional Municipality of Niagara offices, 1815 Sir Isaac Brock Way, Thorold, Ontario L2V 4T7 during regular business hours (weekdays from 8:30 a.m. to 4:30 p.m.) excluding statutory holidays, and on Niagara Region's website at www.niagararegion.ca.

DATED at The Regional Municipality of Niagara offices, in Thorold, Ontario, this 31st day of August, 2017.

Laura Bubanko
Regional Clerk

To: **Pelham Town Council**

From: **Mayor Dave Augustyn**

Date: **30 August 2017**

Re: **Mayor's Report for 5 September 2017 Council Meeting**

It is my honour and privilege to report on significant activities since a previous Council meeting:

Paul Harris Fellowship Dinner—Lookout Point Country Club – 20 June 2017

- Delighted to attend Paul Harris Fellowship Dinner hosted by the Fonthill & District Kinsmen.
- Congratulations to Tim Droppart, Karen Chcoski and Ann Mantini who were honoured as Paul Harris Fellows because of their “service beyond self.”



RCAF 434 Wing Annual Banquet – Pelham Hills Golf Course – 24 June 2017

- Honoured to participate in the Royal Canadian Air Force 434 Wing Association annual banquet at Pelham Hills Golf Course.
- Congratulations to George Groff, Sovereign's Medal for Volunteers recipient!



Developer's Breakfast – Chamber of Commerce – 27 June 2017:

- At the request of the Pelham / Welland Chamber of Commerce and along with Mr. Ottaway, CAO, and Ms. Wiens, Director of Planning & Development, presented an update on activities to the Niagara development community.

Pelham Business Association – Mokus Restaurant – 27 June 2017:

- Thanks to the PBA for invitation and warm welcome to present Town of Pelham update.
- Thanked PBA for work through the years and encouraged ongoing involvement in improving the Town and business opportunities.

EL Crossley Commencement Exercises – Scotiabank Convention Centre – 28 June 2017:

- Honoured to attend EL Crossley's 54th Annual Commencement Exercises at the Scotiabank Convention Centre.
- Congratulations to all grad and especially to Amanda Keech and Abby Lowen, Pelham scholarship recipients.

Canada 150 and 27th Annual Pelham Canada Day Celebrations – 1 July 2017:

- Along with Councillors Accursi, King, Papp, & Durley, participated in the annual Canada Day Parade & Opening Ceremonies, celebrating Pelham and Canada.
- Thanks to the Rotary Club of Fonthill & District for the free children's activities; to the Fonthill Lions & Lioness Clubs for great food – including poutine; to members of Niagara Regional Police Service who directed traffic; to St. John Ambulance who were at the ready to help as needed; to Kirk on the Hill and AK Wigg School and Pelham Evangelical Friends Church for parade logistics.
- We also deeply appreciate our many generous sponsors, including Heritage Canada; Fonthill Volunteer Firefighters Association (for donation to the amazing fireworks); Niagara Peninsula Energy; Sawmill Golf Course; and Sobey's Fonthill (for the delicious Canada Day cake).
- Finally, thanks to the Canada Day organizing committee, including Fred Arbour, Rhys Evans, Marylou Hilliard, Sue Kicul, Bill King, Steve Pellerin, and Lance Wiebe, and to Town recreation and public works staff for all logistics.



2

Lipa Park National Home 50th Anniversary Celebration – 2 July 2017

- Honoured to offer congratulations and help recognize the 50th Anniversary of Lipa Park – celebrating 50 years of Slovenian culture in Pelham.
- Special event included recognition of past-presidents, executive members, and Folk Art's ambassadors, and amazing food and dancing and singing.
- Congratulations to President John Reiter and members of the executive on your service and wonderful celebration.



Incoming McMaster Family Medicine Residents – 4 July 2017:

- Along with Councillors Accursi, Durley, King, Papp and Rybiak hosted the first-year family medicine resident students from McMaster University.

Heritage Council & Employment Solutions Grand Opening – Seaway Mall – 6 July 2017

- Pleased to join other South-Niagara Mayors and MPP Badawey on congratulating Welland Heritage Council for opening Employment Solutions at the Seaway Mall.

7th Annual Pelham Summerfest – 13-16 July 2017

- Thank you to the 2017 Summerfest Committee, Town Staff, service club and other volunteers for your hard-work and dedication and to the many generous sponsors who made this year's four-day Summerfest the most successful yet!
- I greatly appreciate the work of the Summerfest Committee, including John Wink, Chair; Councillor Gary Accursi; Bill Gibson, Active Transportation Committee rep; Candy Ashby, Pelham Business Association rep; Matthew Leask and Michelle Stewart, Pelham residents; and Sofia Labricciosa and Mackenna Belding, Mayor's Youth Advisory Council reps! The committee met for since last Fall to plan and finalize every detail and they worked very, very hard all weekend long to ensure a successful festival. Thank you very much!
- Thanks so much to Town Staff! Thanks to Vickie van Ravenswaay, Sally Jaeger, Jodi Hendriks and other staff who helped organize the overall event and worked with the Committee to ensure success. I also appreciate the many Town staff who volunteered in one capacity or another – from setting up, to serving beverages, to cleaning up – throughout the four days; thanks for giving your time to our community. And, thanks to the (mainly) Public Works staff who worked during the Festival on logistics, garbage and recycling duty, and ensured the safety of participants and all the major clean-up!
- Thanks to the very many members of the Town's service clubs – including the Fonthill & District Kinsmen and Kinettes Clubs, the Fonthill Lions and Lioness Clubs, Fenwick Lions, and the Fonthill Rotary Club – for helping serve beverages and greeting patrons. We couldn't have done it without you!
- Thanks to the other members of the community who also volunteered! Thanks to members of the Pelham Fire Service, the Pelham Active Transportation Committee, St. John's Ambulance, members of Town Council, and the many, many other community volunteers.
- Thank you to the many Sponsors and Friends of Pelham Summerfest including our Gold Sponsors: Ball Construction, Brock University, Fonthill Bandshell, Fonthill Dental, Halco Mobile, Lafarge Canada, McAvoy Belan & Campbell, Meridian Credit Union, Niagara Peninsula Energy, and RBC Royal Bank. And, thanks to our amazing Media Partners including: Country 89; Giant FM; MyPelham.com; Niagara This Week; Pelham News; the Standard; and the Tribune.
- Finally, thanks to the more than 40,000 people – the largest number ever – who enjoyed the Seventh Annual Pelham Summerfest over the festival's four days. Your attendance and community spirit made it a huge success and shows why it's one of Festival Events Ontario's Top 100 Events.



Indie Music Festival – Peace Park – 12 August 2017

- Despite the thunderstorm that rolled through at dinnertime, more than 500 people listened to local artists and enjoyed local food and beverages.
- Thanks to local artists, Councillor Accursi, volunteers and staff for organizing!

Association of Municipalities of Ontario Conference – Ottawa – 13-16 August 2017:

- Along with Councillor Papp, Mr. Ottaway, and Ms. Quinlin, attended the 118th Annual Association of Municipalities of Ontario in Ottawa.
- While at AMO, your Pelham representatives also met with various Ministries to directly advanced your interests with the Provincial Government:
 - We met with Kathryn McGarry, Minister of Natural Resources (MNR), about increasing the protection of the Fonthill Kame. We asked to work together with MRN Staff to add more of the Fonthill Kame to the protections offered by the Niagara Escarpment Plan.
 - We also met with Daiene Vernile, MPP & Parliamentary Assistant to Minister of Transportation (MTO), and with Grant Crack, MPP & Parliamentary Assistant to the Minister of Agriculture, Food & Rural Affairs, about funding for municipalities. We encouraged the government to fund municipal projects that help create wealth and prosperity for a community; we spoke not only about projects like downtown revitalizations but also community and cultural facilities like community centres and libraries.
- We listened to the three, party leaders discuss and dismiss the AMO idea of a 1% increase in the HST to help fund municipal infrastructure.

4

“Sliderfest” – Lion GL Klager Park – 26 August 2017

- Congratulations and thanks to the Fonthill Lions who hosted a first-time, amazing community event on Saturday – called Sliderfest! The sold-out event featured a head-to-head “slider” competition between five Pelham restaurant Chefs; corn, and live music.

Timber Creek “Love My Hood” Celebration 27 August 2017

- Along with Councillors Durley and Papp, delighted to attend second “Love My Hood” event in Town – in the Timber Creek neighbourhood.

Respectfully submitted,



Dave Augustyn
Mayor



Concept: How Might We Ensure Pelham is Thoroughly Considered in the Regional Transportation Master Plan?

Background:

The Notice of Completion, the Transportation Master Plan (TMP) report and key supporting documents were posted and made available for review on the Niagara Region website beginning Monday, July 24.

<http://niagararegion.ca/2041/transportation-master-plan>

The documents will be available for review until Monday, September 11, 2017, at which time the TMP documents will be finalized.

The Director of Community Planning & Development, the Director of Recreation Culture and Wellness and the Director of Public Works & Utilities have reviewed the posted master plan and provide the following comments, highlighted in bold/italic print:

A. Transit

Current Pelham Transit services already being provided are not being fully recognized in the report.

Specifically, the following services we currently provide are not mentioned:

- Local Transit fixed routes (conventional service in Pelham)
- Demand- response service (“Dial-a –ride” service in Pelham)
- Map 4 conceptual Transit Network (map attached) should include North Pelham, Fenwick, Ridgeville and Fonthill as Existing Areas already served by Local Transit
- Demand Response service (“Dial-a-ride”) is already offered in the rural areas of the municipality (see attached schedule)

To reiterate a summary of Pelham Transit for the Region, Pelham Transit currently offers:

- Local Transit – accessible conventional service (in a fixed route), operating 10 hours daily, 6 days a week.
- Local connections North Pelham, Fenwick, Ridgeville, Fonthill
- Regional connections at Seaway Mall, Welland and at Niagara College, Welland Campus.
- Constant 7 trips are scheduled daily
- Specialized Transit: operating 6 days a week, from 9:30am – 1:30pm

- Dial A Ride (demand response) : operating 6 days a week, from 7pm – 10pm

The TMP should reflect the current transit services that Pelham offers and the mapping contained in the report should be updated to reflect these current service levels.

B. Complete Streets – Guiding Principles

Guiding principles include “Niagara’s roads and streets will be planned and designed using a “complete corridor” approach”, and refers to the Niagara Region’s Complete Streets: Vision and Direction for a Changing Region report, which includes the Region’s Family of Complete Street Corridor types. The report suggests a shift in approach to how capital and maintenance costs for these complete streets will be shared between the Region and the local municipalities in the future, but this could pose a significant burden on local municipalities. ***Establishing complete corridors as a guiding principle in the master plan, without establishing an agreed-upon cost sharing structure for these streets could be problematic.***

C. Accessibility and Age-Friendly

The seven goals for TMP do not specifically refer to or mention accessibility or age-friendly statements.

Also, in the Complete Streets Approach Section 5, there is no recommended strategy related to accessibility.

D. Driving Forces – Active Transportation

Pelham’s vigorous Active Transportation initiatives are not acknowledged. Under ‘Driving Forces’, Pelham is also part of the Greater Niagara Circle Route, but is not mentioned in the list of municipalities that are encompassed in the route (also not mentioned under Section 6 – Transportation Choice).

The well-established active transportation committees of the local area municipalities are not mentioned in the report, including those, like Pelham, with an Active Transportation Master Plan.

E. Role and Functional Study for Regional Road 20/Highway 20

Section 6 details additional capacity expansion projects for regional roads, however Highway 20 through Fonthill does not appear to be considered. Heavy local commercial traffic, such as local quarry operations, serve the Region for goods movement (section 7), and require frequent, heavy use of regional roads through single lane, commercial areas.

There is reference to the Region undertaking a Role and Functional Study for Highway 20, however the report does not specify if this study is in relation to the entire Regional Road 20/Highway 20 route or only a portion or portions of this roadway. As indicated above, Highway 20 through Pelham carries heavy commercial and truck traffic through the core area of Pelham and accordingly any future Role and **Functional Study should include the Town of Pelham in the study area and should take into consideration the impact commercial truck traffic has on the urban area of Fonthill, including downtown and needs to also consider active transportation, pedestrian movements, land use impacts, traffic calming and place making considerations as part of the that Study. This Study should also be undertaken in the short term time frame.**

The Challenge:

How might we ensure the Town of Pelham is thoroughly considered in the Regional Transportation Master Plan?

Our Recommended Solution:

THAT Council receive the Public Works Report ‘Regional Transportation Master Plan’ for information, and

THAT the Staff be directed to forward a copy of the report, including the comments from the Town relating to the ‘Regional Transportation Master Plan’ to the Region before the comment deadline.

Rationale:

The Town of Pelham’s 2017 Strategic Plan states many objectives that relate to the importance of transit and transportation, and ensuring the Regional Master Plan include these important aspects about Pelham. These objectives include:

- ‘Aging in Place’
- ‘Supporting Smart Growth’
- ‘Obtaining the Resources We Need for Excellent Public Services’

- 'Providing Personalized Service'
- 'Investing in Infrastructure that Creates Prosperity'
- 'Creating the Environment so Our Businesses can Thrive', and
- 'Ensuring the Whole Community Understands the Town's Programs'.

According to the Regional protocol, all recorded comments, requests and feedback will be incorporated into the Public Consultation records, and will be reviewed by the TMP implementation team to determine the appropriateness for inclusion into the final TMP policies or actions.

Measure of Success:

Inclusion of Pelham's needs and concerns in all relevant aspects of the TMP.

Milestones:

Submission and confirmed receipt of resolutions from Council to the Region.

Map 4: Conceptual Transit Network





PELHAM TRANSIT



Fall/Winter Schedule

Effective September 5, 2017

FARES

Cash Fares (per way)

Adult, Student, Senior.....\$3.00
Child (under 5).....Free

Ticket Price

Pack of 11 Tickets.....\$30.00

Monthly Pass (unlimited rides)

Student UPass (Brock/Niagara College).....Free
Pelham Transit Pass.....\$80/mo.

FREE TRANSIT FOR ALL RIDERS EVERY SATURDAY

Tickets and Passes available for purchase at Pelham Town Hall, 20 Pelham Town Square, ON



Funded by the Town of Pelham & the Ministry of Transportation Community Transportation Pilot Program

Schedule information may be subject to change. Please check www.pelham.ca/transit for the most up-to-date schedule information.

905-892-2607 EXT. 347

FREE RIDE SATURDAYS

Take Transit for **FREE** every Saturday!

THANKS TO OUR GENEROUS COMMUNITY SPONSORS



Specialized Transit 905-892-2607 ext. 347 \$3.00 (per way)

Pelham's *Specialized Accessible Transit* is a door-to-door service for persons who have disabilities. Specialized Transit travels within Pelham and to the Seaway Mall and Niagara College. Services run Monday through Saturday, between the hours of:

9:30AM-1:30PM

All rides must be pre-booked 48hrs in advance.

Applications for Specialized Transit are available at Pelham Town Hall or online at www.pelham.ca/Transit

Evening Dial-a-Ride 905-892-2607 ext. 347 \$3.00 (per way)

Request a ride within Pelham or to the Seaway Mall/Niagara College between 7:00PM-10:00PM

All rides must be booked 48hrs in advance.

**Available to anyone. Offered on a first come first serve basis

NEW!

PELHAM TRANSIT SCHEDULE

2017-2018 FALL/WINTER ROUTES

EFFECTIVE: SEPTEMBER 5, 2017

NORTH PELHAM

Metler Road @ Balfour St

FENWICK

Balfour St @ Steele Dr

Canboro Road @ Maple St

Canboro Road @ Balfour Street

Old Pelham Town Hall (Canboro Road @ Centre Street)

RIDGEVILLE

Canboro Road @ Effingham St (Shoppes of Ridgville)

Effingham St @ Hwy 20 W

FONTHILL

Lookout Ridge Retirement Home (1505 Lookout Street)

Hwy 20 West @ Lookout St (across from Lookout Ridge)

Hwy 20 West @ Haist Street

Haist Street @ Hwy 20

Haist Street @ Pancake Lane

Pelham Arena - 1120 Haist Street

Welland Road @ Quaker Road (inbound)

Pelham Street @ Bacon Lane (inbound)

Pelham Street @ John Street (inbound)

Welland Road @ Woodside Square (outbound)

Pelham Street @ Spruceside Cres (outbound)

Pelham Street @ Pancake Lane (outbound)

Pelham Street @ College Street

Shorthills Villa Retirement Community (1532 Pelham Street)

Fonthill Shopping Plaza - 20 Hwy 20 E

Pelham Public Library - 43 Pelham Town Square

Sobey's Plaza - 110 Hwy 20 E

Fonthill Marketplace - 130 Hwy 20 E

Hwy 20 East @ Rice Road

Rice Road @ Port Robinson Road (Kingdom Hall)

WELLAND

Seaway Mall

Niagara College

	MORNING						AFTERNOON						EVENING	
	TRIP 1		TRIP 2		TRIP 3		TRIP 1		TRIP 2		TRIP 3		Inbound	Outbound
	Inbound Fenwick to Welland	Outbound Welland to Fenwick	Inbound Fenwick to Welland	Outbound Welland to Fenwick	Inbound Fenwick to Welland	Outbound Welland to Fenwick	Inbound North Pelham to Welland	Outbound Welland to North Pelham	Inbound North Pelham to Welland	Outbound Welland to North Pelham	Inbound North Pelham to Welland	Outbound Welland to North Pelham	Inbound Fenwick to Welland	Outbound Welland to Fenwick
Metler Road @ Balfour St	7:23am					11:25am	12:00pm						4:40pm	6:06pm
Balfour St @ Steele Dr	7:26am					11:21am	12:03pm						4:37pm	6:03pm
Canboro Road @ Maple St	7:30am	8:45am	8:45am	10:00am	10:00am	11:17am	12:05pm	1:35pm	1:35pm	3:05pm	3:05pm	4:35pm	4:43pm	6:00pm
Canboro Road @ Balfour Street	7:32am	8:43am	8:47am	9:58am	10:02am	11:15am	12:07pm	1:32pm	1:37pm	3:02pm	3:07pm	4:32pm	4:47pm	5:58pm
Old Pelham Town Hall (Canboro Road @ Centre Street)	7:35am	8:41am	8:50am	9:56am	10:05am	11:13am	12:10pm	1:31pm	1:40pm	3:01pm	3:10pm	4:31pm	4:50pm	5:56pm
Canboro Road @ Effingham St (Shoppes of Ridgville)	7:37am	8:39am	8:52am	9:54am	10:07am	11:11am	12:12pm	1:30pm	1:42pm	3:00pm	3:12pm	4:30pm	4:52pm	5:54pm
Effingham St @ Hwy 20 W	7:38am	8:38am	8:53am	9:53am	10:08am	11:10am	12:13pm	1:28pm	1:43pm	2:58pm	3:13pm	4:28pm	4:53pm	5:53pm
Lookout Ridge Retirement Home (1505 Lookout Street)	7:39am	8:38am	8:53am	9:52am	10:08am	11:09am	12:14pm	1:27pm	1:44pm	2:57pm	3:14pm	4:27pm	4:53pm	5:53pm
Hwy 20 West @ Lookout St (across from Lookout Ridge)	7:39am	8:37am	8:54am	9:52am	10:09am	11:07am	12:17pm	1:25pm	1:45pm	2:55pm	3:15pm	4:25pm	4:54pm	5:52pm
Hwy 20 West @ Haist Street	7:40am	8:36am	8:55am	9:51am	10:10am	11:06am	12:18pm	1:24pm	1:46pm	2:54pm	3:16pm	4:24pm	4:55pm	5:51pm
Haist Street @ Hwy 20	7:40am	8:36am	8:55am	9:51am	10:10am	11:06am	12:19pm	1:23pm	1:47pm	2:53pm	3:17pm	4:23pm	4:55pm	5:51pm
Haist Street @ Pancake Lane	7:41am	8:35am	8:56am	9:50am	10:11am	11:05am	12:20pm	1:22pm	1:49pm	2:52pm	3:19pm	4:22pm	4:56pm	5:50pm
Pelham Arena - 1120 Haist Street	7:43am	8:34am	8:58am	9:49am	10:13am	11:04am	12:22pm	1:20pm	1:51pm	2:50pm	3:21pm	4:20pm	4:58pm	5:49pm
Welland Road @ Quaker Road (inbound)	7:45am		9:00am		10:15am		12:24pm		1:52pm		3:22pm		5:00pm	
Pelham Street @ Bacon Lane (inbound)	7:46am		9:01am		10:16am		12:25pm		1:54pm		3:24pm		5:01pm	
Pelham Street @ John Street (inbound)	7:48am		9:03am		10:18am		12:26pm		1:55pm		3:25pm		5:03pm	
Welland Road @ Woodside Square (outbound)		8:32am		9:47am		11:02am		1:18pm		2:48pm		4:18pm		5:47pm
Pelham Street @ Spruceside Cres (outbound)		8:30am		9:45am		11:00am		1:17pm		2:47pm		4:17pm		5:45pm
Pelham Street @ Pancake Lane (outbound)		8:29am		9:44am		10:59am		1:16pm		2:46pm		4:16pm		5:44pm
Pelham Street @ College Street	7:50am	8:28am	9:05am	9:43am	10:20am	10:58am	12:27pm	1:16pm	1:56pm	2:46pm	3:26pm	4:16pm	5:05pm	5:43pm
Shorthills Villa Retirement Community (1532 Pelham Street)							12:28pm	1:14pm	1:59pm	2:44pm	3:29pm	4:14pm		
Fonthill Shopping Plaza - 20 Hwy 20 E							12:30pm	1:11pm	2:00pm	2:41pm	3:30pm	4:11pm		
Pelham Public Library - 43 Pelham Town Square	7:51am	8:27am	9:06am	9:42am	10:21am	10:57am	12:32pm	1:10pm	2:02pm	2:40pm	3:32pm	4:10pm	5:06pm	5:42pm
Sobey's Plaza - 110 Hwy 20 E	7:53am	8:24am	9:08am	9:39am	10:23am	10:54am	12:35pm	1:07pm	2:04pm	2:37pm	3:34pm	4:07pm	5:08pm	5:39pm
Fonthill Marketplace - 130 Hwy 20 E	7:55am	8:19am	9:10am	9:34am	10:25am	10:49am	12:37pm	1:02pm	2:07pm	2:32pm	3:37pm	4:02pm	5:10pm	5:34pm
Hwy 20 East @ Rice Road	7:56am	8:15am	9:11am	9:32am	10:26am	10:47am	12:38pm	1:01pm	2:08pm	2:31pm	3:38pm	4:01pm	5:11pm	5:32pm
Rice Road @ Port Robinson Road (Kingdom Hall)	7:58am	8:16am	9:13am	9:31am	10:28am	10:46am	12:40pm	12:58pm	2:10pm	2:28pm	3:40pm	3:58pm	5:13pm	5:31pm
Seaway Mall	8:06am		9:21am		10:36am		12:48pm		2:18pm		3:48pm		5:21pm	
Niagara College	8:11am		9:26am		10:41am		12:53pm		2:23pm		3:53pm		5:26pm	

TRANSFERS

Transfers from Niagara College:

- BrockU students can transfer to Brock Link at: 8:12 or every hour on the :30
- NC Students to NOTL Campus can transfer to NOTL Link every hour on the hour (:00)

Transfers from Seaway Mall (to St. Catharines)

- Riders can transfer to Niagara Region Transit Route 75 every hour on the :18

For more transfer details, visit:

www.niagararegion.ca/transit | www.yourbus.com | www.welland.ca/transit

Town of Pelham, Recreation,

Culture & Wellness

T: 905-892-2607 ext. 347

Page 98 of 119

E: kblake@pelham.ca

www.pelham.ca/transit

Request for Relief for Development Charges for 1145 Pelham Street

Tuesday, September 05, 2017

Request for Relief of Development Charges for 1145 Pelham Street

Executive Summary:

On January 11, 2016 Council approved entering into a site plan agreement for the redevelopment of 1145 Pelham Street for a 3 storey mixed use building proposed to contain 8 commercial units at grade and 20 apartment units on the second and third floor. The Developer applied for a building permit application on August 24, 2016 for the proposed development and is now seeking relief from the Town Development Charges in an effort to reduce costs. The purpose of this report is to provide a recommendation to Council with regards to the request for Development Charge relief.

Location:

The property is located on the east of Pelham Street, north of Spruceside Crescent and is described as Block 13, Plan 59M-405 and known municipally as 1145 Pelham Street.



Request for Relief for Development Charges for 1145 Pelham Street

Tuesday, September 05, 2017

Project Description and Purpose:

The proposed development of a 3 storey mixed use building is required to pay \$228,438.97 in Town Development Charges comprised of \$174,891.99 for the Town wide rate plus \$23,010.62 for the water service development charge and \$30,536.35 for the sanitary sewer development charge rate.

In addition the development is also subject to Region of Niagara Development Charges for an additional \$210,281.33 and \$3,440.00 for the Niagara District Catholic School Board Development Charge.

The developer has approached both the Town and the Region for relief in Development Charges.

Policy Review:

The Development Charges By-law 3527(2014) provides for the opportunity for exemption and/or reduction of development charges under certain circumstances. With regards to reconstruction or redevelopment of sites that contained buildings, the Development Charge By-law provides for a development charge credit equivalent of the gross floor area of a building where there is a demolition of a building and reconstruction within five years of the issuance of the demolition permit.

It is noted that there previously was a building on this property that was demolished. The demolition permit was issued on July 20, 2011 and an application for building permit was filed with the Town on August 24, 2016. The applicant filed the building permit application just over one month (35 days) past the five years of the date of issuance of the demolitions permit, therefore does not qualify for the credit as contemplated by the Development Charges By-law.

Had the building permit application been filed within the 5 year timeframe as determined by the Development Charges By-law, the applicant would qualify for a reduction in the Town development charges in the amount of \$47,646.49 based on the size of the building that was demolished (showroom and garage) being 671.7m² (7,230.12 ft²). This credit would have reduced the Town development charges amount to \$180,792.48 from \$228,438.97.

It is noted that it has been a year since the applicant filed the building permit application and has been discussing with staff the opportunities to reduce the amount of the development charges. It has been explained to the applicant the staff does not have the authority to reduce the

Request for Relief for Development Charges for 1145 Pelham Street

Tuesday, September 05, 2017

development charges other than those circumstances that are in compliance with the Development Charges By-law. As a result the applicant has submitted a request that Council.

Submitted Reports:

The applicant has requested that Council consider providing an extension to the 5 year timeframe for the application of the development charge credit associated with the demolition of a building and reconstruction. See the attached correspondence. Agency Comments:

Staff Comments:

The Development Charges By-law specifies the conditions under which a reduction to the development charges may be considered. The applicant filed their application for building permit approximately a month past the deadline to qualify for the reduction of development charges in the amount of \$47,646.49. Council may wish to give consideration of reducing the development charges by this amount recognizing that the development of the site for the proposed 3 storey mixed use building will provide employment opportunities, residential housing options and taxation over the long term which will benefit the community.

Staff are also aware that the applicant is seeking relief from the Region with regards to the Regional development charges, however at the time of writing this report, staff are not aware of the Region's decision with regards to that request.

Alternatives:

Council may wish to not provide development charge relief to the applicant in the amount of \$47,646.49.

Prepared by: Barbara Wiens, MCIP, RPP, Director of Community Planning and Development

Recommendation:

BE IT RESOLVED THAT Council receive this Community Planning and Development Services report regarding the request for relief for development charges for 1145 Pelham Street;
THAT Council supports the reduction in the development charges of \$47,646.49 for 1145 Pelham Street;
AND THAT the applicant be advised of Council's decision.

Request for Relief for Development Charges for 1145 Pelham Street

Tuesday, September 05, 2017

Appendix A – Letter from M. Hassani

July 31st, 2017

The Mayor and Council of the Town of Pelham
20 Pelham Town Square
P.O. Box 400
Fonthill, On L0S 1E0

Dear Members of Council,

RE: 1145 Pelham St., Fonthill

I am writing to request that Council favourably grant an extension to the time period for a reduction in the development charges at the above noted address.

The property had a derelict building which I tore down in 2011. I also remediated some soil problems due to the previous use as a car dealership. In July of 2016 I applied for a building permit which I subsequently put on hold as the municipal and regional charges made the project unfeasible.

I am prepared to move ahead before the end of August this year to obtain the permits and start construction. On completion, this project will generate over \$90,000 in annual property tax. We all win.

Sincerely,



Mike Hassani, Pres.
937776 Ontario Inc.
581 Canboro Road,
Fenwick, On L0S 1C0
(905) 892-4725
(905) 328-3290

July 17th, 2017

The Town of Pelham
20 Pelham Town Square
P.O. Box 400
Fonthill, On L0S 1E0

Attention: Mr. D. Ottaway
Chief Administrative Officer

Dear Sir,

RE: 1145 Pelham St., Fonthill

The above-noted property has 1.25 acres fronting on South Pelham St. and I am planning on starting construction of a mixed use commercial and multi-residential building in August 2017. The rear lands were previously developed as the Rittenhouse Subdivision and will be turned over to the town shortly.

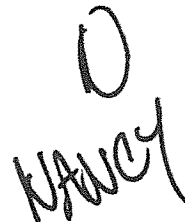
The property was purchased in May 2011 and was previously used as a car sales and repair garage for many years. After the purchase, A & A Environmental Consultants were hired to supervise and manage the cleanup of oil tanks and prepare a record of site condition.

I am asking staff and council to review my proposal and approve an exemption from municipal development charges.

Sincerely,



Mike Hassani, Pres.
937776 Ontario Inc.
581 Canboro Road,
Fenwick, On L0S 1C0
(905) 892-4725
(905) 328-3290



THE CORPORATION OF THE
T O W N O F P E L H A M
BY-LAW #3913 (2017)

Being a by-law to appoint a Treasurer/Director of Corporate Services for the Corporation of the Town of Pelham and to repeal and replace By-law No. 3888(2017).

WHEREAS the *Municipal Act, 2001, c.25*, as amended, (The Act) provides that a municipality shall appoint a Treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the council of the municipality, including:

- (a) collecting money payable to the municipality and issuing receipts for those payments;
- (b) depositing all money received on behalf of the municipality in a financial institution designated by the municipality;
- (c) paying all debts of the municipality and other expenditures authorized by the municipality;
- (d) maintaining accurate records and accounts of the financial affairs of the municipality;
- (e) providing the council with such information with respect to the financial affairs of the municipality as it requires or requests;
- (f) ensuring investments of the municipality are made in compliance with the regulations made under Section 418 of The Act

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

- (1) THAT TERESA QUINLIN be and is hereby appointed Treasurer/Director of Corporate Services for the Corporation of the Town of Pelham;
- (2) THAT such appointment shall become effective upon passing;
- (3) THAT the duties of the Treasurer/Director of Corporate Services shall be as set out in The Act, the current and any subsequent job description, and all applicable statutes dealing with matters of municipal administration and as provided by by-laws, resolutions and/or directions of Council;
- (4) THAT By-law No. 3888(2017) be repealed and replaced.
- (5) THAT this by-law shall become effective from and after the date of passing.

ENACTED, SIGNED AND SEALED THIS

5th DAY OF SEPTEMBER, 2017.

Mayor, D. Augustyn

Nancy J. Bozzato, Town Clerk

THE CORPORATION OF THE
T O W N O F P E L H A M
BY-LAW #3914(2017)

Being a by-law to authorize the Mayor and Clerk to enter into an Agreement with Brock University Student Union regulating the use and outlining the service levels for student U-Pass Privileges for the Town of Pelham Transit services for the period September 1, 2017 to April 30, 2018.

WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to enter into an Agreement with the Brock University Student Union for the purposes of outlining the terms and conditions regulating the use and service levels for student U-Pass privileges as part of the Town of Pelham Public Transit service.

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

- (1) THAT the Agreement attached hereto and made part of this by-law between the Corporation of the Town of Pelham and the Brock University Student Union be and the same is hereby approved.
- (2) THAT the Mayor and Clerk be and are hereby authorized and instructed on behalf of the Corporation of the Town of Pelham to execute the said Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
- (3) THAT this by-law shall come into force and take effect immediately upon passing.

ENACTED, SIGNED & SEALED THIS 5th DAY OF SEPTEMBER, 2017 A.D.

D. AUGUSTYN, MAYOR

NANCY J. BOZZATO, TOWN CLERK

Security and to the BUSU, with an explanation of the circumstances, within 24 hours of the confiscation.

PAYMENT TO TOWN

8. For the Term of this Agreement, BUSU will remit to the Town or a Service Provider, as directed by the Town a total fee of \$5,000.00 for the privilege of Eligible Students presenting U-Passes to ride on Pelham Transits, for no charge, as per public schedules.
9. The BUSU shall make payments to the Town according with the following payment schedule:
 - November 1, 2017 - \$2,500.00
 - January 5, 2018 - \$2,500.00
10. Late payments will be assessed at an interest charge of 1.5% per month (18% per annum).

SERVICE LEVELS

11. Pelham routes and schedules will be the public routes and schedules in operation as published, and as may be amended from time to time at the Town's sole authority and discretion. No liability shall result from the Town changing its public routes and schedules in its sole and unfettered discretion.
12. No liability shall result from delay or non-performance by the Town of the Service Providers caused by unforeseen circumstances, including without limitation, acts of God, terrorist acts, flood, fire, war, action, labour trouble, equipment failure or shortage, weather, accidents, traffic congestion, detours, road closures or similar circumstances beyond the reasonable control of the Town or Service Providers.
13. The Town is not responsible for any U-Pass that has been lost or stolen. Eligible students shall be responsible to secure a new student card and transit validation through the processes established by the BUSU.

IDEMNIFICATION

14. BUSU shall release and indemnify the Town against and save the Town harmless from and against all claims, demands or proceedings for loss, damage or injury, including death, and from and against all costs and expenses which the Town may sustain, suffer or incur, resulting from or arising directly out of any responsibility or obligation assumed by BUSU in this Agreement.
15. The Town shall release and indemnify BUSU against and save BUSU harmless from and against all claims, demands or proceedings for loss, damage or injury, including death, and from and against all costs and expenses which BUSU may sustain, suffer or incur, resulting from or arising directly out of any responsibility or obligation assumed by the Town in this Agreement.

GENERAL PROVISIONS

16. The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent

17. BUSU shall not assign this Agreement without the Town's express written permission. This Agreement, and all rights, responsibilities and obligations contained therein, shall extend to and be binding on the Parties' respective successors and assigns.
18. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings and agreements between the Parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the Parties other than those expressly set forth in this Agreement.
19. The laws of the Province of Ontario govern this Agreement. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by an authorized representative of each of the Parties. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the waiver and unless otherwise provided in writing, shall be limited to the specified breach waived.
20. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement and any invalid or unenforceable provision shall be deemed to be severed.

DISPUTE RESOLUTION

21. BUSU and the Town hereby commit to make sincere efforts to resolve any disagreements between them promptly, at the lowest possible level of authority and consistent with their respective rights and responsibilities and the objectives of this Agreement. However, if parties hereto cannot resolve matters in difference between them, that matter shall be referred to the arbitration of a single arbitrator, if the Parties agree upon one; otherwise to three arbitrators, one to be appointed by the Service Providers and one to be appointed by the Town, and a third to be chosen by the first two arbitrators before they enter upon the business of arbitration. The award and determination of the arbitrator or arbitrators, or any two of the three arbitrators, including any determination as to the responsibility for payment of the costs of the arbitration, shall be binding upon the Parties and their respective successors and assigns. The provisions of the Arbitration Act, 1991, S.O. 1991, c. 17 shall apply to this arbitration. For these purposes, "matters in difference" shall include matters which the Parties have not resolved within thirty (30) days following delivery by one party to the remaining Parties of notice in writing of an issue arising in connection with this Agreement.

NOTICE

22. Any notices permitted or required under this Agreement shall be given by personal delivery or sent by prepaid registered mail to the parties at the following addresses. Notices sent by registered mail shall be deemed to be received three regular business days after mailing.

To BUSU:
Brock University,
500 Glenridge Avenue
St. Catharines, Ontario

To the Town:
Town of Pelham
P.O Box 400
Fonthill, Ontario

L2S 3A1

Attention: VP of Finance & Admin
Fax:

L0S 1E0

Attention: Town Clerk
Fax: 905-892-5055

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement

BROCK UNIVERSITY STUDENT UNION

Per: _____

Name: Aidan Hibma
Position: VP of Finance & Administration
Date: _____

Per: _____

Name: Faisal Hejazi
Position: President
Date: _____

We have authority to bind the Corporation.

THE TOWN OF PELHAM

Per: _____

Name: Dave Augustyn
Position: Mayor
Date: _____

Per: _____

Name: Nancy Bozzato
Position: Clerk
Date: _____

THE CORPORATION OF THE
T O W N O F P E L H A M
BY-LAW #3915(2017)

Being a by-law to authorize the Mayor and Clerk to enter into an Agreement with Niagara College Student Administrative Council Incorporated regulating the use and outlining the service levels for student U-Pass Privileges for the Town of Pelham Transit services for the period September 1, 2017 to April 30, 2018.

WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to enter into an Agreement with Niagara College Student Administrative Council Incorporated for the purposes of outlining the terms and conditions regulating the use and service levels for student U-Pass privileges as part of the Town of Pelham Public Transit service.

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

- (1) THAT the Agreement attached hereto and made part of this by-law between the Corporation of the Town of Pelham and Niagara College Student Administrative Council Incorporated be and the same is hereby approved.
- (2) THAT the Mayor and Clerk be and are hereby authorized and instructed on behalf of the Corporation of the Town of Pelham to execute the said Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
- (3) THAT this by-law shall come into force and take effect immediately upon passing.

ENACTED, SIGNED & SEALED THIS 5th DAY OF SEPTEMBER, 2017 A.D.

D. AUGUSTYN, MAYOR

NANCY J. BOZZATO, TOWN CLERK

THIS AGREEMENT effective as of the day of , 2017.

BETWEEN

NIAGARA COLLEGE STUDENT ADMINISTRATIVE COUNCIL INCORPORATED

(hereinafter referred to as "NCSAC")

- and -

THE TOWN OF PELHAM

(hereinafter referred to as "the Town")

The Town provides transit services within Pelham, with these services operated by a private operator.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERM AND TERMINATION

1. This Agreement shall be effective as of September 1, 2017 and shall remain in effect until April 30, 2018 (the "Term")
2. Extension of the Agreement beyond April 30, 2018 shall require mutual consent and agreement of all parties hereto.
3. If NCSAC fails to make payment required under this Agreement, and has not paid within five (5) days after notice in writing from the Town to NCSAC, the Town may, in its absolute discretion, terminate this Agreement

U-PASS PRIVILEGES

4. All Eligible Students shall be entitled to unlimited ridership privileges on all Pelham routes, when a valid U-Pass is produced to the bus operator upon entry. In the event a passenger does not produce a U-Pass or cash fare, he/she will be refused access to the bus. The Town will accept student identification without a valid U-Pass from September 1 until September 18, 2017 and January 2 to January 15, 2018.
5. The nature and format of the acceptable identification will be approved jointly by SCTC (St. Catharines Transit Commission), NRT (Niagara Regional Transit), NFT (Niagara Falls Transit), and WT (Welland Transit), collectively, the "Service Providers", and the NCSAC.
6. There shall be no assignment of the U-Pass to any non-Eligible Student. Any student who is found to have breached the conditions of use of the U-Pass will have the privilege revoked without rebate.
7. U-Passes that are being used inappropriately will be confiscated by the bus operator of the appropriate transit authority and will be forwarded to the office of the Niagara College Campus

1

Security and to the NCSAC, with an explanation of the circumstances, within 24 hours of the confiscation.

PAYMENT TO TOWN

8. For the Term of this Agreement, NCSAC will remit to the Town or a Service Provider, as directed by the Town a total fee of \$10,000.00 for the privilege of Eligible Students presenting U-Passes to ride on Pelham Transit, for no charge, as per public schedules.
9. The NCSAC shall make payments to the Town according with the following payment schedule:
 - October 15, 2017 - \$5,000.00
 - January 5, 2018 - \$5,000.00
10. Late payments will be assessed at an interest charge of 1.5% per month (18% per annum).

SERVICE LEVELS

11. Pelham routes and schedules will be the public routes and schedules in operation as published, and as may be amended from time to time at the Town's sole authority and discretion. No liability shall result from the Town changing its public routes and schedules in its sole and unfettered discretion.
12. No liability shall result from delay or non-performance by the Town of the Service Providers caused by unforeseen circumstances, including without limitation, acts of God, terrorist acts, flood, fire, war, action, labour trouble, equipment failure or shortage, weather, accidents, traffic congestion, detours, road closures or similar circumstances beyond the reasonable control of the Town or Service Providers.
13. The Town is not responsible for any U-Pass that has been lost or stolen. Eligible students shall be responsible to secure a new student card and transit validation through the processes established by the NCSAC.

IDEMNIFICATION

14. NCSAC shall release and indemnify the Town against and save the Town harmless from and against all claims, demands or proceedings for loss, damage or injury, including death, and from and against all costs and expenses which the Town may sustain, suffer or incur, resulting from or arising directly out of any responsibility or obligation assumed by NCSAC in this Agreement.
15. The Town shall release and indemnify NCSAC against and save NCSAC harmless from and against all claims, demands or proceedings for loss, damage or injury, including death, and from and against all costs and expenses which NCSAC may sustain, suffer or incur, resulting from or arising directly out of any responsibility or obligation assumed by the Town in this Agreement.

GENERAL PROVISIONS

16. The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent

17. NCSAC shall not assign this Agreement without the Town's express written permission. This Agreement, and all rights, responsibilities and obligations contained therein, shall extend to and be binding on the Parties' respective successors and assigns.
18. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings and agreements between the Parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the Parties other than those expressly set forth in this Agreement.
19. The laws of the Province of Ontario govern this Agreement. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by an authorized representative of each of the Parties. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the waiver and unless otherwise provided in writing, shall be limited to the specified breach waived.
20. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement and any invalid or unenforceable provision shall be deemed to be severed.

DISPUTE RESOLUTION

21. NCSAC and the Town hereby commit to make sincere efforts to resolve any disagreements between them promptly, at the lowest possible level of authority and consistent with their respective rights and responsibilities and the objectives of this Agreement. However, if parties hereto cannot resolve matters in difference between them, that matter shall be referred to the arbitration of a single arbitrator, if the Parties agree upon one; otherwise to three arbitrators, one to be appointed by the Service Providers and one to be appointed by the Town, and a third to be chosen by the first two arbitrators before they enter upon the business of arbitration. The award and determination of the arbitrator or arbitrators, or any two of the three arbitrators, including any determination as to the responsibility for payment of the costs of the arbitration, shall be binding upon the Parties and their respective successors and assigns. The provisions of the Arbitration Act, 1991, S.O. 1991, c. 17 shall apply to this arbitration. For these purposes, "matters in difference" shall include matters which the Parties have not resolved within thirty (30) days following delivery by one party to the remaining Parties of notice in writing of an issue arising in connection with this Agreement.

NOTICE

22. Any notices permitted or required under this Agreement shall be given by personal delivery or sent by prepaid registered mail to the parties at the following addresses. Notices sent by registered mail shall be deemed to be received three regular business days after mailing.

To NCSAC:
300 Woodlawn Road
Niagara College SAC
SA205

To the Town:
Town of Pelham
P.O Box 400
Fonthill, Ontario

Welland, ON
L3C 7L3

Attention: Executive Director
Fax: 905-688-4311

LOS 1E0

Attention: Town Clerk
Fax: 905-892-5055

IN

WITNESS WHEREOF the parties hereto have duly executed this Agreement

NIAGARA COLLEGE STUDENT ADMINISTRATIVE COUNCIL INCORPORATED

Per: _____

Name: Steve Kosh
Position: Executive Director
Date: _____

Per: _____

Name: Ryan Huckla
Position: President
Date: _____

Per: _____

Name: Aman Arora
Position: Executive Vice President, Welland
Campus
Date: _____

We have authority to bind the Corporation.

THE TOWN OF PELHAM

Per: _____

Name: Dave Augustyn
Position: Mayor
Date: _____

Per: _____

Name: Nancy Bozzato
Position: Clerk
Date: _____

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

BY-LAW NO. #3916 (2017)

Being a by-law to accept a one foot reserve pursuant to the subdivision agreement with the Town of Pelham and South Pelham Developments Limited for the Fonthill Homesteads subdivision.

File No. 26T19-92004

WHEREAS, the Corporation of the Town of Pelham deems it expedient to acquire lands hereinafter described pursuant to the provisions of the Municipal Act, 2001 such lands being required for the purposes of the Corporation of the Town of Pelham;

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

1. THAT the lands described as Block 52 in Plan M-235 is hereby accepted as public highway known as Homestead Boulevard.
2. All By-laws presently in force with respect to highways and streets shall apply to the said highway created under this By-law.

ENACTED, SIGNED AND SEALED THIS

5th DAY OF SEPTEMBER, 2017 A.D.

MAYOR DAVE AUGUSTYN

CLERK NANCY J. BOZZATO

THE CORPORATION OF THE
T O W N O F P E L H A M
BY-LAW #3918(2017)

Being a by-law to adopt, ratify and confirm the actions of the Council at
its regular meeting held on the 5th day of September, 2017.

WHEREAS Section 5 (3) of the Municipal Act, S.O. 2001, Chapter M.25, as amended, provides that, except if otherwise authorized, the powers of Council shall be exercised by by-law;

AND WHEREAS it is deemed desirable and expedient that the actions of the Council as herein set forth be adopted, ratified and confirmed by by-law;

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

- (1) (a) The actions of the Council at its meeting held on the 5th day of September, 2017, including all resolutions or motions approved, are hereby adopted, ratified and confirmed as if they were expressly embodied in this by-law.
 (b) The above-mentioned actions shall not include:
 - (I) any actions required by law to be taken by resolution, or
 - (II) any actions for which prior Ontario Municipal Board approval is required, until such approval is obtained.
- (2) The Mayor and proper officials of the Corporation of the Town of Pelham are hereby authorized and directed to do all things necessary to give effect to the above-mentioned actions and to obtain approvals where required.
- (3) Unless otherwise provided, the Mayor and Clerk are hereby authorized and directed to execute and the Clerk to affix the seal of the Corporation of the Town of Pelham to all documents necessary to give effect to the above-mentioned actions.
- (4) THAT this by-law shall come into force on the day upon which it is passed.

READ, ENACTED, SIGNED AND SEALED
THIS 5th DAY OF SEPTEMBER, 2017 A.D.

MAYOR DAVE AUGUSTYN

TOWN CLERK, NANCY J. BOZZATO