



**THE COROPORATION OF THE TOWNSHIP OF WAINFLEET**  
**REGULAR MEETING OF COUNCIL AGENDA**  
**SEPTEMBER 1, 2020 – 7:00 P.M.**  
**COUNCIL CHAMBERS**

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C22/20

- 1. Call to Order**
- 2. National Anthem**
- 3. Land Acknowledgement Statement**
- 4. Disclosures of Interest and the General Nature Thereof**
- 5. Presentations**
- 6. Mayor's Announcements & Remarks**
- 7. Councillor's Announcements & Remarks**
- 8. Adoption of Previous Council Minutes**
  - a) Minutes of the regular meeting of Council held August 4, 2020
  - b) Minutes of the emergency meeting of Council held August 26, 2020
- 9. Delegations**
  - a) Drew Wakeham, 12233 Lakeshore Road Re: Long Beach Public Beach
  - b) Marianne Kidd, 12190 Lakeshore Road Re: Lakeshore Enhancement Strategy Initiative Official Plan
  - c) SAW Developments Inc. (Doug Buiter and Ryan Bath), 42076 Hwy 3 Re: Subdivision Approval along Marshville Drive
  - d) Hugh Goodwillie, 12245 Lakeshore Road Re: Beach Issues
- 10. Staff Reports & Recommendations**
  - a) Fire Staff Reports
    - i. FSR-011/2020 Re: Central Fire Station Concept Study – Additional Options

- ii. FSR-012/2020 Re: Central Fire Station Project Charter
- b) Planning Staff Reports
  - i. PSR-009/2020 Re: Subdivision Agreement and Final Approval of Draft Plan of Subdivision P01/2018W (SAW Developments Inc.)
- c) Administrative Staff Reports
  - i. ASR-027/2020 Re: COVID-19 Impact Report
  - ii. ASR-028/2020 Re: Municipal Beaches
  - iii. ASR-029/2020 Re: Shared Services Review
- d) Drainage Staff Reports
  - i. DSR-005/2020 Re: Apportionment Agreement – (Carr-Rouse)
- e) Public Works Staff Reports
  - i. PWSR-008/2020 Re: Award of Engineering for Lakeshore Road Retaining Wall Project

## **11. Review of Correspondence**

- a) C-202-2020 Re: Request from Anissa Watts-Burse, Wainfleet resident requesting a public meeting regarding the new build of the fire hall

## **12. By-laws**

- a) By-law No. 034-2020 being a by-law to amend By-law 042-2010 being a by-law to adopt municipal and private road names in the Township of Wainfleet.
- b) By-law No. 035-2020 being a by-law to authorize the entering into of a Subdivision Agreement with SAW Developments Inc.

## **13. Notices of Motion**

- a) Notice of motion to reconsider and repeal By-law 003-2020, being a by-law to adopt Amendment No. 02 to the Official Plan for the Township of Wainfleet

## **14. Closed Meeting**

- a) Items under Section 239(2)(b) of the Municipal Act, 2001, personal matters about an identifiable individual, including municipal or local board employees – 2 items (Committee of Adjustment applications and a personnel matter)

**15. Rise & Report**

**16. By-law to Confirm the Proceedings of Council**

- a) By-law No. 036-2020 being a by-law to adopt, ratify and confirm the actions of the Council at its meetings held on the 26<sup>th</sup> day of August, 2020 and the 1<sup>st</sup> day of September, 2020.

**17. Adjournment**



## THE CORPORATION OF THE TOWNSHIP OF WAINFLEET REGULAR MEETING OF COUNCIL MINUTES

C20/2020  
August 4, 2020  
7:00 p.m.  
Council Chambers

PRESENT:	K. Gibson	Mayor
	D. Cridland	Councillor (Electronic Participation)
	T. Gilmore	Councillor
	J. MacLellan	Councillor
	S. Van Vliet	Councillor
STAFF PRESENT:	W. Kolasa	Chief Administrative Officer
	M. Alcock	Fire Chief
	M. Ciuffetelli	Deputy Clerk
	L. Gudgeon	Manager of HR/Protective Services
	S. Ivins	Planner
	M. Luey	Treasurer/Mgr of Corporate Services
	R. Nan	Manager of Operations
	E. Shacklette	Planning Technician
	S. Schutten	Deputy Fire Chief
	M. Tardif	By-law Enforcement Officer
	A. Dashwood	Administrative Assistant

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- 1. Call to Order**  
Mayor Gibson called the meeting to order at 7:00 p.m.
  - 2. National Anthem**
  - 3. Land Acknowledgement Statement**  
Mayor Gibson acknowledged that the land on which we gather is the traditional territory of Anishinaabeg and Haudenosaunee Peoples, acknowledging the One Bowl and Spoon Treaty.
  - 4. Disclosures of Pecuniary Interest and the General Nature Thereof**  
Councillor MacLellan declared an interest on PWSR-007/2020.  
  
Mayor Gibson declared an interest on the Notice of Motion respecting short term rentals.
  - 5. Presentations**  
None.



6. **Mayor's Announcements and Remarks**

The Mayor provided the following remarks:

- I attended an infrastructure funding announcement by Premier Ford in Beamsville earlier today, after which we were pleased to welcome him to the Township where he visited our very own Marshville Chocolates.
- Regional Council will meet next on Thursday August 13 at 6:30pm.
- Our next regular meeting of Council is scheduled for Tuesday September 1 at 7:00pm, which is 4 weeks from tonight.
- We've officially entered Stage 3 and we ask everyone to be mindful of public health recommendations, as well as Township and Regional by-laws.

7. **Councillor's Announcements and Remarks**

None.

8. **Adoption of Previous Council Minutes**

**Resolution No. C-2020-133**

Moved by Councillor Gilmore

Seconded by Councillor Van Vliet

"**THAT** the Minutes of the regular meeting of Council held July 14, 2020 be adopted as circulated."

**CARRIED**

9. **Public Meeting**

None.

10. **Delegations**

- a) Hugh Goodwillie, Wainfleet resident Re: Staff Report ASR-025/2020 – COVID-19 Impact Report

**Resolution No. C-2020-134**

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

"**THAT** the delegation presentation by Hugh Goodwillie respecting Staff Report ASR-025/2020 – COVID-19 Impact Report be received for information."

**CARRIED**

11. **Staff Reports & Recommendations**

- a) Administrative Staff Reports

- i. ASR-025/2020 Re: COVID-19 Impact Report

**Resolution No. C-2020-135**

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

**“THAT** Administrative Staff Report ASR-025/2020 respecting COVID-19 Impact Report be received; and

**THAT** the draft by-law to protect, prohibit, regulate and control municipally-owned beaches in the Township of Wainfleet be presented to the next available meeting for consideration.”

**CARRIED**

**Resolution No. C-2020-136**

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

**“THAT** staff be directed to enforce the Township Zoning By-law with respect to parking on private property in the Lakeshore Area; and

**THAT** an amendment be made to the Township’s parking and traffic by-law to regulate parking on Brawn Road and other north/south lake road accesses between Lakeshore Road and the Gord Harry Trail between Victoria Day and Thanksgiving.”

**CARRIED**

- ii. ASR-026/2020 Re: Capital Budget Update

**Resolution No. C-2020-137**

Moved by Councillor Cridland

Seconded by Councillor Van Vliet

**“THAT** Administrative Staff Report 026/2020 regarding Capital expenditures to date and the status of Capital Projects be received for information.”

**CARRIED**

b) Fire Staff Reports

- i. FSR-009/2020 Re: Second Quarter Fire & Emergency Services Review

**Resolution No. C-2020-138**

Moved by Councillor Van Vliet

Seconded by Councillor Gilmore

**“THAT** Fire Staff Report FSR-009/2020 respecting 2020 Second Quarter Fire & Emergency Services Review be received for information.”

**CARRIED**

- ii. FSR-010/2020 Re: Central Fire Station Concept Study

**Resolution No. C-2020-139**

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

**“THAT** Fire Staff Report FSR-010/2020 respecting Central Fire Station Concept Study be received.”

**CARRIED**

**Resolution No. C-2020-140**

Moved by Councillor Van Vliet

Seconded by Councillor Gilmore

**“THAT** the Fire Station project proceed utilizing a design-bid-build project delivery model.”

**CARRIED**

**Resolution No. C-2020-141**

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

**“THAT** the following recommendations listed in Fire Staff Report FSR-010/2020 respecting Central Fire Station Concept Study be **DEFERED** to the next available meeting to allow for further review of construction type options:

**THAT** a Request for Proposal be undertaken to select a firm for the design, engineering and contract management associated with the new facility utilizing a load bearing concrete block construction type as presented as “Option 1” in the Concept Study; and

**THAT** a “Contractor Pre-Qualification” be conducted to ensure the Township is provided with experienced and quality contractors; and

**THAT** a Request for Quotation/Tender be undertaken to select a general contractor for the construction of the new facility; and

**THAT** Fixed Price Contracts be utilized as the preferred type of contract; and

**THAT** the Project Charter, attached as Appendix C to this report, be approved by Council.”

**CARRIED**

c) Planning Staff Reports

- i. PSR-008/2020 Re: Request for Lifting of One Foot Reserve – 51071 Deeks Road South

**Resolution No. C-2020-142**

Moved by Councillor MacLellan  
Seconded by Councillor Gilmore

“**THAT** Planning Staff Report PSR-008/2020 be received; and

**THAT** Council adopt a by-law to lift the one foot (0.3 metre) reserve located along the frontage of Part 1 of 51071 Deeks Road South at the next available meeting of Council.”

**CARRIED**

d) Public Works Staff Reports

- i. PWSR-007/2020 Re: Stop Sign installation at the Intersection of Lakeshore & Bessey Road

Councillor MacLellan left the Council Chambers.

**Resolution No. C-2020-143**

Moved by Councillor Gilmore  
Seconded by Councillor Van Vliet

“**THAT** Public Works Staff Report PWSR-007/2020 respecting stop sign installation at the intersection of Lakeshore Road and Bessey Road be received;

**AND THAT** Council authorize staff to make the necessary arrangements for an all way stop at the intersection of Bessey Road and Lakeshore Road with the additional flashing Red beacon to improve the visibility and prepare the necessary by-law amendment to be brought forth at the next Council meeting.”

**CARRIED**

Councillor MacLellan returned to the Council Chambers.

12. **Review of Correspondence**

- a) C-184-2020 Niagara Region Re: Declaration of Mutual Commitment and Friendship with Niagara Region and Friendship Centre Support

**Resolution No. C-2020-144**

Moved by Councillor MacLellan

Seconded by Councillor Cridland

**“THAT** correspondence item No. C-184-2020 from the Niagara Region regarding Declaration of Mutual Commitment and Friendship with Niagara Region and Friendship Centre Support be received; and

**THAT** the Mayor be authorized to sign the joint AMO-OFIFC Declaration of Mutual Commitment and Friendship on behalf of the municipality.”

**CARRIED**

- b) C-188-2020 Gayle Levesque, Chabad Niagara Re: Request for support of \$100 and season’s greetings in the Jewish Calendar and Program Guide for 2020-2021

**Resolution No. C-2020-145**

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

**“THAT** Correspondence item No. C-188-2020 received from Gayle Levesque, Chabad Niagara respecting support of \$100 and season’s greetings in the Jewish calendar and program guide for 2020-2021 be received; and

**THAT** staff be directed to inform the requester to submit any future request through the Township’s Grant and Donation Policy for consideration.”

**CARRIED**

- c) C189-2020 Hugh Goodwillie, 12245 Lakeshore Road Re: Notice requirements and representation from landowners (Long Beach Site Plan Meeting)

**Resolution No. C-2020-146**

Moved by Councillor Van Vliet

Seconded by Councillor MacLellan

**“THAT** Correspondence item No. C-189-2020 received from Hugh Goodwillie, 12245 Lakeshore Road Re: Notice requirements and representation from landowners (Long Beach Site Plan Meeting) be received for information.”

**CARRIED**

- d) C-190-2020 Town of Amherstburg Re: Investing in the Canada Infrastructure Program Grant

**Resolution No. C-2020-147**

Moved by Councillor Cridland

Seconded by Councillor Van Vliet

**“THAT** correspondence dated July 28, 2020, from the Town of Amherstburg, supporting the Town of Renfrew’s resolution calling on the Governments of Canada and Ontario to fast-track Investing in Canada Infrastructure Program grant applications in order to provide much needed employment and investment into rural Ontario and to provide sustainable infrastructure that will be safe and suitable in a post-pandemic setting be received and supported;

**AND FURTHER THAT** the Township of Wainfleet respectfully requests that eligibility criteria for infrastructure grant applications be expanded to include Public Safety Infrastructure including facilities.”

**CARRIED**

13. **By-laws**  
None.

14. **Notices of Motion**

- a) Short-term Rentals (Councillor Cridland from July 14, 2020)

Mayor Gibson left the Council Chambers.

**Resolution No. C-2020-148**

Moved by Councillor Cridland

Seconded by Councillor MacLellan

**“WHEREAS** the growth of an unregulated sharing economy has required municipalities across Ontario and beyond to look at ways to address the challenges of short term housing rentals, including attempting to balance and maintain affordable housing while protecting communities;

**NOW THEREFORE BE IT RESOLVED** that staff be directed to investigate and report on the policy considerations of regulating short-term housing uses in the Township, including impacts on affordable housing, tourism, public safety and challenges to existing regulations.”

**CARRIED**

Mayor Gibson returned to the Council Chambers.

- b) Mandatory Masks in Wainfleet (Councillor Cridland from July 14, 2020)

This motion has been withdrawn as the issue has since been addressed by Niagara Region.

**15. Closed Meeting**

**Resolution No. C-2020-149**

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

**“THAT** Council now move into closed session to discuss:

- a) Item under Section 239(2)(e) of the Municipal Act, 2001, litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board – 1 item (a litigation matter)
- b) Item under Section 239(2)(k) of the Municipal Act, 2001, a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board – 1 item (a negotiation matter)
- c) Item under Section 239(2)(c) of the Municipal Act, 2001, a proposed or pending acquisition or disposition of land by the municipality or local board – 1 item (a potential disposition of land matter)
- d) Minutes of the closed meeting of Council held July 14, 2020”

**CARRIED**

Time: 10:23 p.m.

**16. Rise & Report**

Council resumed in open session at 11:42 p.m.

Deliberations in closed session concluded as follows:

- Direction was given to staff regarding the litigation matter;
- Direction was given to staff regarding the negotiation matter;
- Direction was given to staff regarding the disposition of land matter; and
- Minutes from the closed meeting of Council held July 14, 2020 were adopted.

At this point in the meeting, Notice of Motion was given in open session to provide for the reconsideration and potential repeal of By-law No. 003-2020, being a by-law to adopt Amendment No. 02 to the Official Plan for the Township of Wainfleet at the next available meeting.

17. **By-law to Confirm the Proceedings of Council**

**Resolution No. C-2020-150**

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

**“THAT** By-law No. 031-2020 being a by-law to adopt, ratify and confirm the actions of the Council at its meeting held on the 4th day of August, 2020 be read and passed this 4th day of August, 2020.”

**CARRIED**

18. **Adjournment of Meeting**

There being no further business, the meeting was adjourned at 11:45 p.m.

\_\_\_\_\_  
K. Gibson, MAYOR

\_\_\_\_\_  
W. Kolasa, CAO/CLERK





**THE CORPORATION OF THE TOWNSHIP OF WAINFLEET  
EMERGENCY MEETING OF COUNCIL MINUTES**

C21/2020  
August 26, 2020  
6:00 p.m.  
Council Chambers

PRESENT:	K. Gibson	Mayor
	D. Cridland	Councillor
	T. Gilmore	Councillor
	J. MacLellan	Councillor
	S. Van Vliet	Councillor
STAFF PRESENT:	W. Kolasa	Chief Administrative Officer/Clerk
	R. Nan	Manager of Operations

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1. **Call to Order**  
Mayor Gibson called the meeting to order at 6:00 p.m.
  2. **Disclosures of Pecuniary Interest and the General Nature Thereof**  
Councillor MacLellan declared an interest on By-law Enforcement Memorandum Re: Proposed Amendment to the Traffic and Parking By-law and to By-law No. 032-2020 as each relates to his employer.
  3. **Staff Reports & Recommendations**
    - a) By-law Enforcement Staff Reports  
Councillor MacLellan left the Council Chambers.
      - i. Memorandum Re: Proposed Amendment to the Traffic and Parking By-law  
**Resolution No. C-2020-151**  
Moved by Councillor Van Vliet  
Seconded by Councillor Gilmore  
  
“**THAT** the By-law Enforcement Memorandum Re: Proposed Amendment to the Traffic and Parking By-law be received for information.”

**CARRIED**

4. **By-laws**

- a) By-law No. 032-2020 being a by-law to amend By-law No. 010-2018 being a by-law to regulate traffic and parking in the Township

By way of general consensus, Council split By-law No. 032-2020 into two, to separate parking prohibitions from stop sign locations.

Councillor MacLellan returned to the Council Chambers.

**Resolution No. C-2020-152**

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

**“THAT** By-law No. 032-2020 being a by-law to amend By-law No. 010-2018 being a by-law to regulate traffic and parking on Township roads be read and passed this 26th day of August, 2020.”

**CARRIED**

Councillor MacLellan left the Council Chambers.

**Resolution No. C-2020-153**

Moved by Councillor Van Vliet

Seconded by Councillor Gilmore

**“THAT** By-law No. 033-2020 being a by-law to amend By-law No. 010-2018 being a by-law to regulate traffic and parking on Township roads be read and passed this 26th day of August, 2020.”

**CARRIED**

Councillor MacLellan returned to the Council Chambers.

5. **Adjournment of Meeting**

There being no further business, the meeting was adjourned at 6:25 p.m.

\_\_\_\_\_  
K. Gibson, MAYOR

\_\_\_\_\_  
W. Kolasa, CLERK



**TOWNSHIP OF WAINFLEET**  
**DELEGATION REQUEST FORM**

Please fill out and return no later than 4:30 p.m. on the Tuesday prior to the meeting you wish to appear. Completed forms are to be submitted to the Clerks Department and can be dropped off or emailed to [mcuiffetelli@wainfleet.ca](mailto:mcuiffetelli@wainfleet.ca)

If you are speaking to an item listed on the agenda, the deadline for submission is 12:00 p.m. on the day of the scheduled meeting.

<b>Name:</b> Drew Wakeham	
<b>Address:</b> 12233 Lakeshore Rd	
<b>Telephone:</b> 647 678 1064	<b>E-mail:</b> acwakeham@gmail.com

**Date of Meeting:** Sept 1, 2020

<b>Subject Matter to be Discussed:</b>	Long Beach Public Beach @ Augustine Rd The division between Public & Private Entrance Beach
<b>Action Requested:</b>	To clarify the division between Public & Private Beach. To notify Police Dept of the division location.

**Have you previously spoken on this issue?**

Yes ☐ No ☒

If an individual has previously appeared as a delegation, a further delegation from the same individual on the same topic will not be permitted, unless there is significant new information to be brought forward.

**Do you have material for distribution at the meeting?**

Yes ☐ No ☒

If yes, specify:

**Do you have a copy of your notes/presentation to attach?**


Yes ☐ No ☒

If yes, specify:

Delegations are required to provide the Clerk's Department presentation materials for publication in Council's agenda package.



I have read and understand the Delegation Protocol attached to this form and understand that the information contained on this form, including any attachments, will become public documents and listed on Township meeting agendas and posted to the Township's website.

  
Signature

Aug 13, 2020  
Date



**TOWNSHIP OF WAINFLEET**  
**DELEGATION REQUEST FORM**

Please fill out and return no later than 4:30 p.m. on the Tuesday prior to the meeting you wish to appear. Completed forms are to be submitted to the Clerks Department and can be dropped off or emailed to [mciuffetelli@wainfleet.ca](mailto:mciuffetelli@wainfleet.ca)

If you are speaking to an item listed on the agenda, the deadline for submission is 12:00 p.m. on the day of the scheduled meeting.

<b>Name:</b> <u>Marianne Kidd</u>	
<b>Address:</b> <u>12190 Lakeshore Rd.</u>	
<b>Telephone:</b> <u>289-377-8563</u>	<b>E-mail:</b> <u>mariannekidd@gmail.com</u>

**Date of Meeting:** Sept 1

<b>Subject Matter to be Discussed:</b>	<u>Lakeshore Enhancement Strategy Initiative. Official Plan</u>
<b>Action Requested:</b>	<u>Support Local Business</u>

**Have you previously spoken on this issue?**

Yes ☐ No ☒ 2015

If an individual has previously appeared as a delegation, a further delegation from the same individual on the same topic will not be permitted, unless there is significant new information to be brought forward.

**Do you have material for distribution at the meeting?**

Yes ☒ No ☐

If yes, specify:

**Do you have a copy of your notes/presentation to attach?**

Yes ☐ No ☒

If yes, specify:

Will provide by Aug 26<sup>th</sup>.

Delegations are required to provide the Clerk's Department presentation materials for publication in Council's agenda package.

☒ I have read and understand the Delegation Protocol attached to this form and understand that the information contained on this form, including any attachments, will become public documents and listed on Township meeting agendas and posted to the Township's website.

Mari Kidd  
Signature

Aug 17, 20  
Date



**TOWNSHIP OF WAINFLEET**  
**DELEGATION REQUEST FORM**

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If you are speaking to an item listed on the agenda, the deadline for submission is 12:00 p.m. on the day of the scheduled meeting.

<b>Name:</b> SAW DEVELOPMENTS INC. (DOUG BUITER & RYAN BATH)	
<b>Address:</b> 42076 HWY 3, WAINFLEET ONTARIO	
<b>Telephone:</b> 905-899-1998	<b>E-mail:</b> RYAN@SAWCUSTOMHOMES.COM

**Date of Meeting:** SEPT 1ST 2020

<b>Subject Matter to be Discussed:</b>	RESPONSE TO ANY QUESTIONS & COMMENTS REGARDING OUR SUBDIVISION APPROVAL ALONG MARSHVILLE DRIVE
<b>Action Requested:</b>	RESPONSE TO ANY QUESTIONS & COMMENTS REGARDING OUR SUBDIVISION APPROVAL ALONG MARSHVILLE DRIVE

**Have you previously spoken on this issue?** Yes ☒ No ☐

If an individual has previously appeared as a delegation, a further delegation from the same individual on the same topic will not be permitted, unless there is significant new information to be brought forward.

**Do you have material for distribution at the meeting?** Yes ☐ No ☒


If yes, specify:

**Do you have a copy of your notes/presentation to attach?** Yes ☐ No ☒

If yes, specify:

Delegations are required to provide the Clerk's Department presentation materials for publication in Council's agenda package.

☒ I have read and understand the Delegation Protocol attached to this form and understand that the information contained on this form, including any attachments, will become public documents and listed on Township meeting agendas and posted to the Township's website.

  
\_\_\_\_\_  
Signature

2020-08-24  
Date



**TOWNSHIP OF WAINFLEET**  
**DELEGATION REQUEST FORM**

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If you are speaking to an item listed on the agenda, the deadline for submission is 12:00 p.m. on the day of the scheduled meeting.

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	<b>E-mail:</b>

**Date of Meeting:** \_\_\_\_\_

<b>Subject Matter to be Discussed:</b>	
<b>Action Requested:</b>	

**Have you previously spoken on this issue?** Yes ☐ No ☐

If an individual has previously appeared as a delegation, a further delegation from the same individual on the same topic will not be permitted, unless there is significant new information to be brought forward.

**Do you have material for distribution at the meeting?** Yes ☐ No ☐

If yes, specify:

**Do you have a copy of your notes/presentation to attach?** Yes ☐ No ☐

If yes, specify:

Delegations are required to provide the Clerk's Department presentation materials for publication in Council's agenda package.

- 
- ☐ I have read and understand the Delegation Protocol attached to this form and understand that the information contained on this form, including any attachments, will become public documents and listed on Township meeting agendas and posted to the Township's website.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **FIRE STAFF REPORT**

**FSR-011/2020**

**TO:** Mayor Gibson and Members of Council  
**FROM:** M. Alcock, Fire Chief/CEMC  
**DATE OF MEETING:** September 1, 2020  
**SUBJECT:** Central Fire Station Concept Study – Additional Options

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### **RECOMMENDATION(S):**

**THAT** Fire Staff Report FSR-011/2020 respecting Central Fire Station Concept Study – Additional Options be received; and

**THAT** a Request for Proposal be undertaken to select a firm for the design, engineering and contract management associated with the new facility utilizing a load bearing concrete block, steel truss roof construction and mixed exterior cladding as presented as “Option 1” in the Concept Study; and

### **EXECUTIVE SUMMARY:**

A second Concept Study with additional options has been prepared for Council's consideration to provide third party information into the building size and design requirements that will meet the needs and expectations of the Community, Council and the Fire Service for many years to come. Estimated project costs based on various construction types have been prepared.

In addition, a “Pros & Cons” comparison of each construction type has been provided within the study.

### **BACKGROUND**

In February 2020, Council conducted a tour of local Fire Stations within Niagara Region that were utilized as Fire Services headquarters and as primary or alternate Municipal Emergency Operations Centres.

Direction was provided to staff to engage a firm to develop preliminary designs utilizing the spatial needs assessment as approved by FSR-003-2020 and prepare comparative costs estimates based on various types construction and finishes.

A design firm was tasked to develop a concept design that met the needs and expectations and prepare four estimated costs of construction based on various construction types.

The exterior appearance and finishes were selected, taking a “middle of the road approach”, following the direction of Council, balancing longevity, aesthetics and costs.

A masonry skirt and accent walls provide contrast to the more cost effective vertical steel siding, and provides a building that fits within the culture of the community, brings



a sense of pride and manages financial expectations, both short term and long term, responsibly.

At the August 4<sup>th</sup> meeting, Council received FSR-010-2020 Central Fire Station Concept Study and requested staff investigate more options of Construction methods and return to council with an updated study.

The following four construction types were originally selected by staff and the firm based on Councils previous discussions.

Option #1 – Concrete block load-bearing and interior walls with wood truss roof.

Option #2 – Total pre-engineered steel structure and drywall interior walls

Option #3 – Total wood construction

Option #4 – Pre-engineered apparatus bay structure and wood walls admin area

Design Feature	Option 1.0	Option 2	Option 3	Option 4
<b>Structure Type</b>	Load bearing concrete block	Pre-engineered steel system	Load-bearing wood	Hybrid – Pre-engineered apparatus bays / Load-bearing wood administration
<b>Roof Construction</b>	Wood truss	Pre-engineered steel system	Wood truss	Hybrid – Pre-engineered apparatus bays & Wood truss
<b>Construction Cost</b>	\$3,590,050.00	\$3,652,900.00	\$3,549,400.00	\$3,663,200.00
<b>Building Service Life</b>	75 Years	50 Years	60 Years	50-60 (55) Years
<b>Construction Time</b>	12 Months	10 Months	11 Months	11 Months

*\*All values presented are estimates based on known market values of current and past public safety facilities, and should not be considered final.*

### **OPTIONS/DISCUSSION:**

As a result of discussions from the August 4<sup>th</sup> 2020 meeting, Staff contacted the design firm to amend Option 1 to change the wood truss roof to steel truss (see option 1.1 on page 6), investigate Insulated Metal Panels and prepare estimates on three additional construction methods for council's deliberations.

Staff visited the site of a warehouse being built on North Service Rd. near Victoria Ave and contacted the manufacturer of the Insulated Metal Panels currently being used. Appendix 'C' is a summary of the information provided about its lifespan, warranty, and uses in Public Safety facilities, and pictures of warehouse visited.

As requested by council, Option 5 was developed using a steel structure (Not pre-engineered) and IMPs. The manufacturer of the IMPs provided the 40 year lifespan.



Placing energy efficiency as the highest priority, Option 6 was developed using Insulated Concrete Forms (ICF). While being incredible energy efficient it is also very costly to build.

Placing Longevity as the highest priority, Option 7 was developed using full masonry structure and full masonry veneer. While being incredible durable and long lasting it is also the most costly to build and finish.

Design Feature	Option 5	Option 6	Option 7
<b>Structure Type</b>	Steel Structure with insulated metal panel cladding	ICF (insulated concrete forms) walls with sloped metal trusses	Concrete block walls with metal roof and full brick/block veneer
<b>Roof Construction</b>	Steel Structure	Sloped Steel Roof truss	Steel Roof truss
<b>Construction Cost</b>	\$3,594,200.00	\$3,613,800.00	\$3,747,550.00
<b>Building Service Life</b>	40+ Years	50+ Years	75+ Years
<b>Construction Time</b>	11 Months	11 Months	12 Months

*\*All values presented are estimates based on known market values of current and past public safety facilities, and should not be considered final.*

As prioritized by Council and Fire Service personnel in the Fire Station Survey conducted in December of 2019, a middle of the road approach balancing health & safety, energy efficiency, longevity, and initial build costs has been taken. Staff recommend Option 1.1 as the method of construction that best balances all of those needs.

### **FINANCIAL CONSIDERATIONS:**

Township Staff provided the consultant with the estimates for Fixtures, Furniture & Equipment (FFE) (Appendix 'B') based on current market values from local vendors for the various items required to outfit the building.

The Approved 2020 Capital budget for Phase two of the project was \$4,500,000.00.

Total estimated Phase Two project costs of all four options provided are under the approved budget amount, however, market fluctuations and inflation continues to drive costs upward and these estimates should not be considered firm or final.

A financial overview and financing strategy was prepared and presented to Council in ASR-016/2020 Central Fire Station Project Financial Overview. The financing strategies listed in this report included both Phase 1 & Phase 2 of the project, and provided repayment options that provided minimal impact or increases to the tax levy.

Detail	Option 1.1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
<b>Structure Type</b>	Load bearing concrete block	Pre-engineered steel system	Load-bearing wood	Hybrid – Pre-engineered apparatus bays / Load-bearing wood administration	Steel Framed Structure	Insulated Concrete Forms (ICF)	Load Bearing concrete block
<b>Roof Construction</b>	<i>Engineered Steel Roof Structure</i>	Pre-engineered steel system	Engineered wood roof trusses	Hybrid – Pre-engineered apparatus bays & Wood truss	Engineered Steel Roof Structure	Pre-engineered metal roof trusses	Engineered steel roof trusses
<b>Interior Walls</b>	Concrete block	Metal stud / drywall	Wood stud / drywall	Wood stud / drywall	metal stud / drywall	Metal stud / drywall	Concrete Block
<b>Insulation</b>	Closed Cell Foam Sprayed on block / attic insulated	Compressed Insulation blanket within wall and roof panels	Insulation within walls and attic space	Insulation within walls and attic space	Insulated metal panels	Insulation within ICF walls and insulated attic space	Closed Cell Foam Sprayed on block / attic insulated
<b>Exterior Cladding</b>	Metal Siding / Brick lower 36"	Metal Siding / Brick lower 36"	Metal Siding / Brick lower 36"	Metal Siding / Brick lower 36"	Insulated metal panels	Metal Siding / Brick lower 36"	Brick veneer front / architectural block sides and rear
<b>Roofing</b>	Metal roof	Metal roof	Metal roof	Metal roof	Insulated metal panels	Metal roof	Metal roof
<b>Estimated Project Cost</b>	<b>\$4,129,853.00</b>	<b>\$4,122,274.00</b>	<b>\$4,012,564.00</b>	<b>\$4,133,192.00</b>	<b>\$4,060,052.00</b>	<b>\$4,080,828.00</b>	<b>\$4,222,603.00</b>
<b>Estimated Building Life Span</b>	<b>75+ Years</b>	<b>50+ Years</b>	<b>60+ Years</b>	<b>55+ Years</b>	<b>40+ Years</b>	<b>50+ Years</b>	<b>75+ Years</b>
<b>Estimated Cost per year of service life</b>	<b>\$55,065.00</b>	<b>\$82,445.00</b>	<b>\$66,876.00</b>	<b>\$75,149.00</b>	<b>\$101,501.00</b>	<b>\$81,617.00</b>	<b>\$56,301.00</b>

**OTHERS CONSULTED:**

- 1) WFES Officers
- 2) Deputy Fire Chief
- 3) Strategic Leadership Team

**ATTACHMENTS:**

Appendix A – Concept Study for Central Fire Station – prepared by Whiteline Architects.

Appendix B – Whiteline Architects Fire Station Portfolio

Appendix C – Metlspan – Insulated Metal Panels (IMPs) Manufacturers Information

Respectfully submitted by,

Approved by,

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Morgan Alcock  
Fire Chief/CEMC

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William Kolasa  
Chief Administrative Officer

CONCEPT STUDY (updated)

FOR A PROPOSED NEW  
**WAINFLEET FIRE STATION**  
42143 HIGHWAY 3, WAINFLEET, ON

for



**WHITELINE** | Architects Inc.

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<b><u>Table of Contents</u></b>	<b><u>Page</u></b>
Index	1
Overview	2
Program Requirements	2
Concept Requirements	3
Design Process	3
Design Costing Overview	4
Four (4) Costing Options Overview	5
Option Comparisons	6 - 9
Appendix A – Proposed Site Plan	10
Appendix B – Proposed Floor Plan	11
Appendix C – Proposed Rendering	12
Appendix D – Cost Estimates	13 - 19



## **Overview**

Whiteline Architects was hired by the Township of Wainfleet on June 2, 2020 to prepare concept plans and cost estimates for a new fire station on Highway 3.

We met with Township staff on June 3, 2020 at their offices to go over the requirements on the project including scope and budget concerns. Staff provided some design concepts as well as a Needs Survey, and Spatial Needs Assessment template to assist with the study.

The study was prepared and presented to council on August 4, 2020. At the meeting the layout and general design scheme was approved, however the request was made by council for additional cost estimates based on additional construction types.

## **Program Requirements from Municipality**

Below is a list of requirements provided by the municipality. The majority were incorporated, however some were removed/modified due to costs.

- Under 11,000 ft<sup>2</sup> preferred
- Mezzanine spaces in apparatus bays
- 6 vehicle bays with drive through capabilities on most
- Consideration for radiant in floor heating of apparatus bays
- Include for Facility Accessibility Design Standards (FADS) compliant design
- Training hall may have folding partitions
- Full septic system required
- Domestic potable water cistern required
- Rain-water reuse cistern possible
- Allow for future EMS addition
- Allow for future double bay for Wainfleet Fire Department (WFD) addition
- Use of drywall in apparatus bays is discouraged
- Middle ground approach to aesthetics
- Designed as a post-disaster building
- Emergency generator required
- Bunker gear storage for 30 volunteers
- Meeting / Training Room to also double as Emergency Operations Centre
- Desire for a 75 year building

### **Concept Requirements**

- A 1 floor plan, site plan and rendering to establish program and areas required
- B 4 Order of Magnitude cost estimates based on different construction types
  - Option #1 – Concrete block load-bearing and interior walls with metal truss roof.
  - Option #2 – Total pre-engineered structure and drywall interior walls
  - Option #3 – Total wood construction
  - Option #4 – Pre-engineered apparatus bay structure and wood walls admin area

After the presentation at council meeting on August 4, 2020, staff were tasked with providing some additional costs on other systems. These additional ones are:

- Option #5 – Steel Structure with insulated metal panel veneer
- Option #6 – ICF (insulated concrete forms) walls with sloped metal trusses
- Option #7 – Concrete block walls with metal roof and full brick/block veneer

### **Design Process**

Starting after our June 3<sup>rd</sup> meeting, we began the process of laying out the building using the requests from the Municipality. We decided to come up with a plan that would be able to work well with both conventional construction as well as if a pre-engineered system was selected. For purposes of clarity the structure for optional pre-engineered columns are not shown on the floor plan. If this construction technique is selected, some changes may be required to floor plan to suit column spacing.

As design progressed and the size of the station became larger than anticipated, due to wall thicknesses and corridors not being accounted for in original calculations. As a result of this, certain areas were removed or reduced from the scope and layouts revised to attempt to bring down the costs. The floor plan provided is designed as masonry wall construction. If the design were revised to stud walls, the overall size may be reduced slightly.

The site layout was established with an area for septic system and bed against the neighboring residential property to provide a buffer. The actual size would need to be fully engineered, however the size indicated was based on a newer Niagara station which is slightly larger but has a comparable fixture count.

The parking and drive areas are shown with parking to accommodate the requested number of stalls requested by the fire department and a driveway around the building perimeter to allow access to future training area.



Being a post-disaster building meant that additional structural and seismic bracing would be required. This requirement increases the cost for the wood construction by around 15% to allow for possible heavy timber requirements.

The option of designing a load-bearing masonry building with an open web steel joist flat roof was discussed. While being the design which would allow for the longest life span for the building, based on the higher costs (around 10%) for this design, and the flat roof not being a desirable aesthetic, it was not included in this report. A full masonry veneer would allow for the longest life span material, and is now priced as option #6.

Floor plan option #1 was presented on June 9, 2020 and came in at 13,825ft. Based on discussions with WFD the plan was revised and resubmitted on July 12<sup>th</sup> and finalized on July 15<sup>th</sup>. The site plan was updated to suit approved layout and approved on July 22<sup>nd</sup>. A rendering of the exterior was presented and revised to suit comments and finalized on July 9<sup>th</sup>. During this time the costs estimates were also prepared. The final size of approved design is 12,455 ft<sup>2</sup>.

After the August 4<sup>th</sup> council meeting, staff was requested to explore additional construction types including Insulated metal panel system and Insulated Concrete Forms. It was decided to also provide 1 additional more expensive but longest lasting option as well.

### **Design Costing Overview**

It should be noted that the Site costs do not change in the 4 options as we wanted the study to compare 'like vs like'. There are options to reduce the costs on sitework such as to not pave areas of the roadway and parking until future funds are allocated. All 4 cost options allow for full asphalt paving so the main focus of the report can be on differences in structure costs only. As you will note, the cost differences are not excessive.

The mechanical and electrical items are noted as 'lump sum' items due to the fact that engineering is required to get a more concise estimate of systems. These numbers are based on square foot (ft<sup>2</sup>) costs of recent fire station projects in Niagara Region our firm was involved with.

The current state of construction is in a bit of a flux currently due to the Covid-19 situation this year. Projects that have closed recently have all been under budget due to contractors wanting to secure work since the future outlook is unknown. Since this is only a design study and it is not known when a new fire station could be tendered, allow for a 3-4% escalation in costs per year. As well the best time for tendering is in early February to allow work to commence in late March. If a project is tendered later in the season,



there may be additional costs to allow for winter heat, heating of concrete, and seasonal work such as asphalt work and landscaping may extend the completion of the project. At the start of design the option of a 2 storey administration wing was discussed. The drawbacks included costs for an elevator (with yearly inspections) as well as 2 stairwells and an additional barrier free washroom would have overshadowed any cost saving realized by a reduced footprint and was not followed through.

The following costs are based on a combination of ft<sup>2</sup> costs, as well as known costs for current and past local fire station construction projects.

The time frames of construction are based on construction starting in March 2021. This would mean that to meet that deadline and get the best tender price, the consulting team should be hired before the end of summer 2020 to allow for time to prepare the documents and submit for site plan submission and building permit.

The FF&E costs noted in cost estimates were provided by the Wainfleet Fire Department for proposed furniture and fixture costs.

The consulting fees is an estimate only and will depend on requirements from Municipality at the time of issuance of the Request for Proposal for Consultants.

Operational costs are difficult to determine at such a high-level design as all the mechanical and electrical systems would need to be engineered in order to determine these comparable costs.

The life span of exterior finishes varies and should be taken into account when selecting finishes. The least expensive material to use now, will end up costing more than double over the life span of the building. Replacing certain exterior elements will also impact the use of the building during renovation as services and finishes will have to be removed as well during replacements. If a building is constructed with 100% masonry veneer, the only work required over the lifespan will be routine caulking replacement which will need to be part of any building upgrades. As well the windows and doors will need to be replaced every 25-30 years as well regardless of exterior wall veneer. The oldest fire stations in North America that are still in operation are of all masonry veneer.

Lifespan of Insulated Metal Panels (Option 5)	25-30 years
Lifespan of Metal Siding (Option 1,2,3,4,6)	30-35 years
Lifespan of Full Masonry (option 7)	75-100 years

**Option #1**      **\$3,660,050.00 construction cost**

Building Life	75+ years
Construction Time	12 months
Structure	Load bearing concrete block
Roof construction	Pre-engineered metal roof trusses
Interior walls	Concrete block
Insulation	Sprayed on block / attic insulated
Exterior cladding	Metal siding / Brick lower 36"
Roofing	Metal roof

**Pros**

Longest life span of materials  
Most durable interior walls  
Good insulation values  
Several local FDs done this way

**Cons**

Longer construction time (12 months)

**Option #2**      **\$3,652,900.00 construction cost**

Building Life	50+ years
Construction Time	10 months
Structure	Pre-engineered steel system
Roof construction	Pre-engineered steel system
Interior walls	Metal stud / drywall
Insulation	Insulation within wall and roof panels
Exterior cladding	Metal siding / Brick lower 36"
Roofing	Metal roofing

**Pros**

Reduced construction time  
(10 months)  
Easiest to modify

**Cons**

Structure layout infringes on interior spaces  
Most expensive to heat  
Pre-eng. system less available to contractors  
Shortest life span of building materials  
Insulation value decreases over time  
Interior wall finishes not durable – maintenance  
Less design flexibility  
Expensive and disruptive to replace building envelope  
Typically done for larger plants and big-box stores

**Option #3**      **\$3,549,400.00 construction cost**

Building Life	60+ years
Construction Time	11 months
Structure	Load-bearing wood
Roof construction	Pre-engineered roof trusses
Interior walls	Wood stud / drywall
Insulation	Insulation within walls and attic space
Exterior cladding	Metal siding / Brick lower 36"
Roofing	Metal roofing

**Pros**

Average construction time  
(11 months)  
Average insulation value

**Cons**

Interior wall finishes not durable – maintenance  
Cost of wood supply increasing  
Wood Framing trades in high demand  
Mold can occur if leaks happen  
Interior wall finishes not durable - maintenance

**Option #4**      **\$3,663,200.00 construction cost**

Building Life	50-60 years
Construction Time	11 months
Structure	Pre-engineered apparatus bays / Load-bearing wood administration
Roof construction	Pre-engineered roof trusses
Interior walls	Wood stud / drywall
Insulation	Insulation within walls and attic space
Exterior cladding	Metal siding / Brick lower 36"
Roofing	Metal roofing

**Pros**

Average construction time  
(11 months)  
Average insulation values

**Cons**

Wood framing trades in high demand  
Hybrid system not preferred construction  
Interior wall finishes not durable - maintenance  
Pier layout infringes on spaces  
Pre-eng. System less available to contractors  
Shortest life span of building materials  
Insulation value decreases over time (pre-eng)  
Interior wall finishes not durable – maintenance  
Expensive and disruptive to replace building envelope

**Option #5**      **\$3,594,200.00 construction cost**

Building Life	40+ years
Construction Time	11 months
Structure	Steel Framed Structure
Roof construction	Pre-engineered metal roof trusses
Interior walls	metal stud / drywall
Insulation	Sandwiched in exterior panel and attic space
Exterior cladding	Insulated metal panels
Roofing	Metal roofing

**Pros**

Reduced construction time  
(10 months)  
Average insulation value

**Cons**

Expensive and disruptive to replace building envelope  
Expensive replacement cost on damaged panels  
Still need to provide interior studs finish on interior  
Not cost effective for such a small building  
Typically used on larger building (plants / storage)

**Option #6**      **\$3,613,800.00 construction cost**

Building Life	50+ years
Construction Time	11 months
Structure	Insulated Concrete Forms (ICF)
Roof construction	Pre-engineered metal roof trusses
Interior walls	Metal stud / drywall
Insulation	Insulation within ICF walls and insulated attic space
Exterior cladding	Metal siding / Brick lower 36"
Roofing	Metal roofing

**Pros****Option 6**

Good Insulation at walls

**Cons**

Very difficult to modify exterior walls after  
Limited trades to install this system  
Still require finishing on exterior  
Still require finish on interior  
Expensive option for small building  
Typically used on multi-residential projects

**Option #7**      **\$3,747,550.00 construction cost**

Building Life	75+ years
Construction Time	12 months
Structure	Load Bearing concrete block
Roof construction	Pre-engineered steel roof trusses
Interior walls	Concrete Block
Insulation	Sprayed on block / attic insulated
Exterior cladding	Brick veneer front / architectural block sides and rear
Roofing	Metal roofing

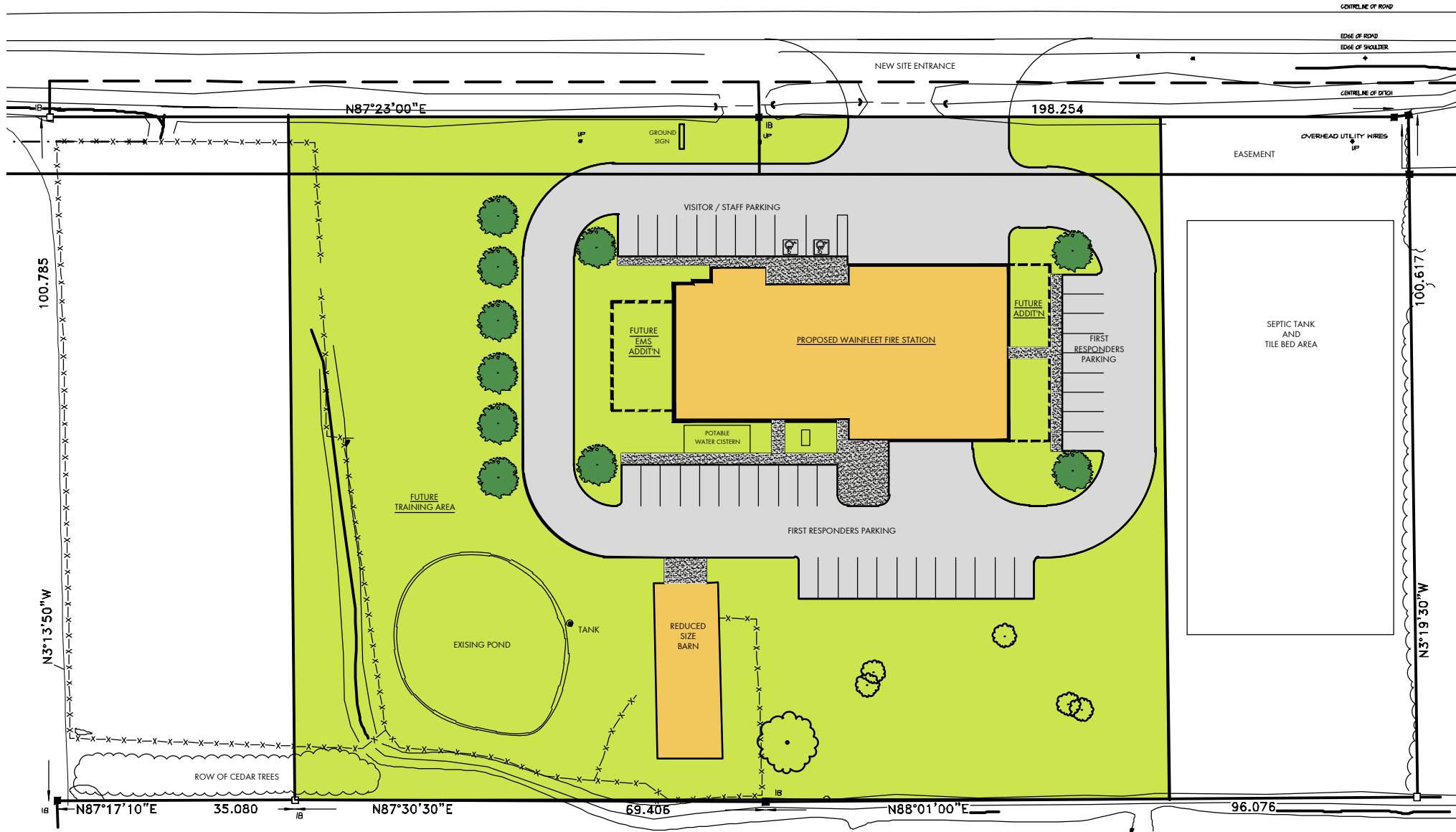
**Pros**

Most durable construction  
Most cost-effective life span  
Very good insulation value  
Veneer lasts life of building  
Type on majority of FD stations

**Cons**

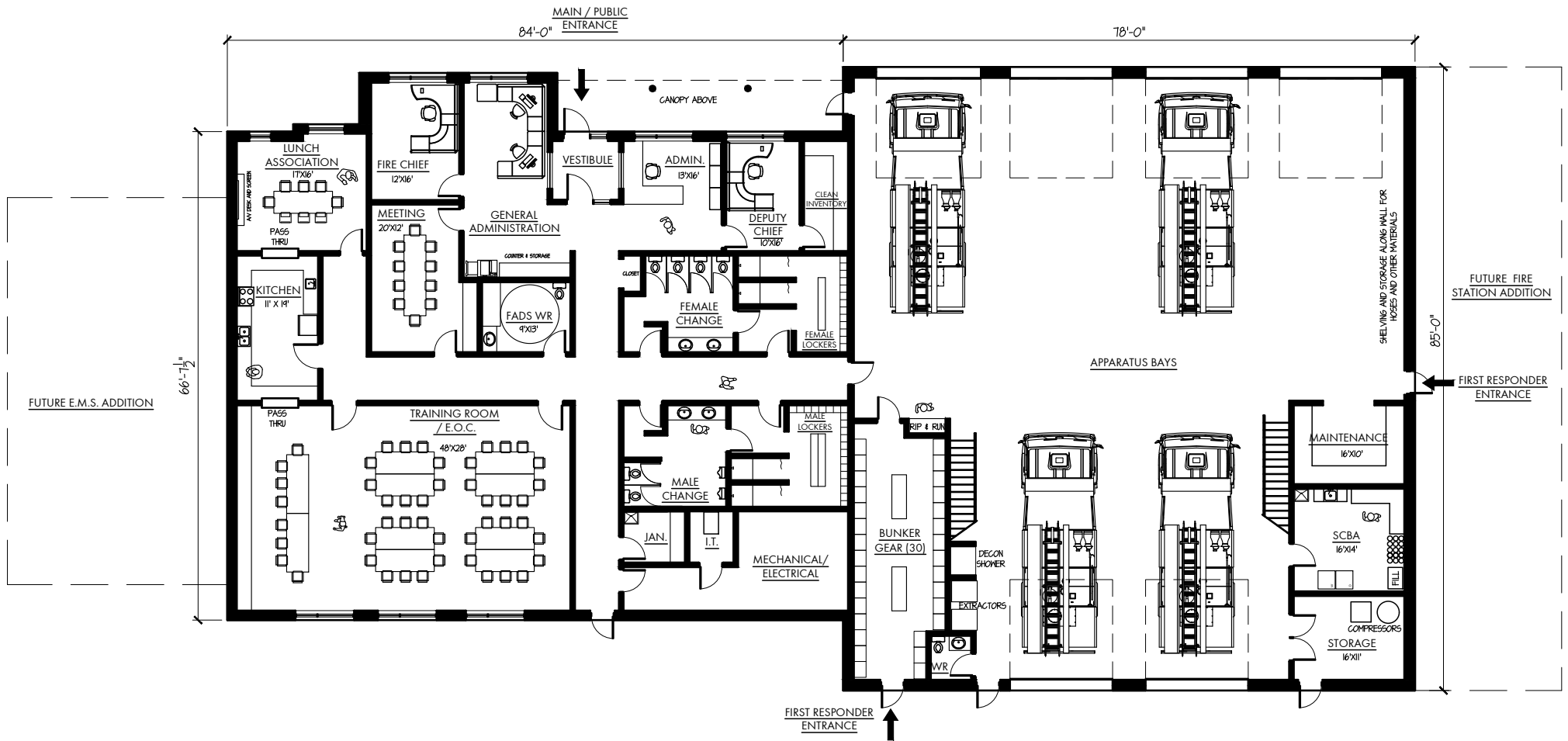
Most expensive initial cost  
Longer construction time (12 months)

# KING'S HIGHWAY No. 3



WAINFLEET FIRE DEPARTMENT NEW STATION  
 DESIGN OPTION #2a  
 12,455 FT<sup>2</sup>





WAINFLEET FIRE DEPARTMENT NEW STATION  
 DESIGN OPTION #2a  
 12,455 FT<sup>2</sup>



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WAINFLEET FIRE DEPARTMENT NEW STATION  
 DESIGN OPTION #2a  
 12,455 FT<sup>2</sup>

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**WAINFLEET NEW FIRE STATION HIGH LEVEL COST ESTIMATE OPTION #1**

ELEMENT	AREA	RATE	AMOUNT
GENERAL CONTINGENCY			\$150,000.00
INSPECTION AND TESTING			\$30,000.00
GENERAL CONDITIONS	\$20K PER MONTH		\$240,000.00
<b>SUBTOTAL GENERAL</b>			<b>\$420,000.00</b>
CLEAR AND GRUB SITE			\$10,000.00
SITE EXCAVATION AND FILL			\$80,000.00
NEW CULVERT / ROAD CONNECTION			\$10,000.00
MOVE HYDRO POLES TO SUIT			\$10,000.00
LANDSCAPING (GRASS / HYDROSEED)			\$15,000.00
HYDRO SERVICE			\$50,000.00
STORMWATER			\$15,000.00
FENCING AT POND	360	\$8.00	\$3,000.00
GROUND SIGN AND BUILDING SIGN			\$30,000.00
FLAGPOLE	1		\$6,000.00
ASPHALT PAVING AND BASE	37400	\$6.50	\$243,100.00
CONCRETE CURBS AND SIDEWALKS	1650	\$9.50	\$15,700.00
SEPTIC BED AND TANK			\$100,000.00
CISTERN AND CONNECTIONS			\$30,000.00
SITE LIGHTING			\$5,000.00
<b>SUBTOTAL SITE</b>			<b>\$622,800.00</b>
CONCRETE SLAB	12560	\$7.00	\$88,000.00
REBAR			\$28,000.00
UNDERSLAB WORK	12560	\$2.50	\$31,400.00
EXCAVATION / FILL	2370	\$23.00	\$54,500.00
FOUNDATION WALLS			\$95,000.00
STRUCTURAL STEEL			\$70,000.00
MASONRY WALLS EXTERIOR	8870	\$15.00	\$133,050.00
MASONRY WALLS INTERIOR	8920	\$15.00	\$133,800.00
SPRAY FOAM INSULATION	8870	\$5.00	\$45,000.00
METAL SIDING			\$80,000.00
MASONRY VENEER	1750	\$25.00	\$30,000.00
MEZZANINE FLOORS/RAILINGS/STAIRS			\$30,000.00
CARPENTRY AND FRAMING			\$75,000.00
FIRESTOPPING / CAULKING			\$10,000.00
METAL ROOFING			\$130,000.00
HOLLOW METAL			\$26,000.00
WINDOWS AND GLAZING			\$65,000.00
EXTERIOR DOORS	6		\$12,000.00
ACOUSTIC CEILINGS AND BULKHEADS			\$60,000.00
TOILET PARTITIONS			\$10,000.00
OVERHEAD DOORS	6		\$48,000.00
STEEL ROOF TRUSSES			\$120,000.00
BARRIER FREE OPERATORS			\$7,500.00
MILLWORK			\$35,000.00
TACKBOARDS WHITEBOARDS			\$4,000.00
FLOORING (VCT / PT)	5100	\$9.00	\$46,000.00
PAINT		\$2.00	\$25,000.00
LOCKERS AND BENCHES			\$12,000.00
BUNKERGEAR RACKS			\$20,000.00
WASHROOM ACCESSORIES			\$5,000.00
INTERIOR WAYFINDING			\$2,000.00
AIR/POWER REELS			\$6,000.00
WINDOW BLINDS			\$5,000.00
MECHANICAL (EST)			\$600,000.00
ELECTRICAL (EST)			\$475,000.00
<b>SUBTOTAL BUILDING</b>			<b>\$2,617,250.00</b>
<b>CONSTRUCTION TOTAL</b>			<b>\$3,660,050.00</b>
<b>FURNISHINGS, FITTINGS, EQUIPMENT</b>			<b>\$231,000.00</b>
<b>PERMITS (\$1.53 ft2)</b>			<b>\$19,200.00</b>
<b>CONSULTING FEES (6%)</b>			<b>\$219,603.00</b>
<b>PROJECT TOTAL</b>			<b>\$4,129,853.00</b>

## WAINFLEET NEW FIRE STATION HIGH LEVEL COST ESTIMATE OPTION #2

ELEMENT	AREA	RATE	AMOUNT
GENERAL CONTINGENCY			\$150,000.00
INSPECTION AND TESTING			\$30,000.00
GENERAL CONDITIONS	\$20K PER MONTH		\$200,000.00
<b>SUBTOTAL GENERAL</b>			<b>\$380,000.00</b>
CLEAR AND GRUB SITE			\$10,000.00
SITE EXCAVATION AND FILL			\$80,000.00
NEW CULVERT / ROAD CONNECTION			\$10,000.00
MOVE HYDRO POLES TO SUIT			\$10,000.00
LANDSCAPING (GRASS / HYDROSEED)			\$15,000.00
HYDRO SERVICE			\$50,000.00
STORMWATER			\$15,000.00
FENCING AT POND	360	\$8.00	\$3,000.00
GROUND SIGN AND BUILDING SIGN			\$30,000.00
FLAGPOLE	1		\$6,000.00
ASPHALT PAVING AND BASE	37400	\$6.50	\$243,000.00
CONCRETE CURBS AND SIDEWALKS	1650	\$9.50	\$15,000.00
SEPTIC BED AND TANK			\$100,000.00
CISTERN AND CONNECTIONS			\$30,000.00
SITE LIGHTING			\$5,000.00
<b>SUBTOTAL SITE</b>			<b>\$622,000.00</b>
CONCRETE SLAB	12560	\$7.00	\$88,000.00
REBAR			\$28,000.00
UNDERSLAB WORK	12560	\$2.50	\$31,400.00
EXCAVATION / FILL	2370	\$23.00	\$54,500.00
FOUNDATION WALLS			\$125,000.00
STRUCTURAL STEEL			\$20,000.00
PRE-ENGINEERED STRUCTURE/WALLS/ROOF/INS.	12560	\$55.00	\$690,000.00
MASONRY WALLS INTERIOR	1475	\$15.00	\$22,000.00
METAL STUD / DRYWALL INTERIOR WALLS	7320	\$8.00	\$58,500.00
MASONRY VENEER	1750	\$25.00	\$30,000.00
MEZZANINE FLOORS/RAILINGS/STAIRS			\$30,000.00
FIRESTOPPING / CAULKING			\$10,000.00
HOLLOW METAL			\$26,000.00
WINDOWS AND GLAZING			\$65,000.00
EXTERIOR DOORS	6		\$12,000.00
ACOUSTIC CEILINGS AND BULKHEADS			\$60,000.00
TOILET PARTITIONS			\$10,000.00
OVERHEAD DOORS	6		\$48,000.00
BARRIER FREE OPERATORS			\$7,500.00
MILLWORK			\$35,000.00
TACKBOARDS WHITEBOARDS			\$4,000.00
FLOORING (VCT / PT)	5100	\$9.00	\$46,000.00
PAINT		\$2.00	\$25,000.00
LOCKERS AND BENCHES			\$12,000.00
BUNKERGEAR RACKS			\$20,000.00
WASHROOM ACCESSORIES			\$5,000.00
INTERIOR WAYFINDING			\$2,000.00
AIR/POWER REELS			\$6,000.00
WINDOW BLINDS			\$5,000.00
MECHANICAL (EST)			\$600,000.00
ELECTRICAL (EST)			\$475,000.00
<b>SUBTOTAL BUILDING</b>			<b>\$2,650,900.00</b>
<b>CONSTRUCTION TOTAL</b>			<b>\$3,652,900.00</b>
<b>FURNISHINGS, FITTINGS, EQUIPMENT</b>			<b>\$231,000.00</b>
<b>PERMITS (\$1.53 ft2)</b>			<b>\$19,200.00</b>
<b>CONSULTING FEES (6%)</b>			<b>\$219,174.00</b>
<b>PROJECT TOTAL</b>			<b>\$4,122,274.00</b>

**WAINFLEET NEW FIRE STATION HIGH LEVEL COST ESTIMATE OPTION #3**

ELEMENT	AREA	RATE	AMOUNT
GENERAL CONTINGENCY			\$150,000.00
INSPECTION AND TESTING			\$30,000.00
GENERAL CONDITIONS		\$20K PER MONTH	\$220,000.00
<b>SUBTOTAL GENERAL</b>			<b>\$400,000.00</b>
CLEAR AND GRUB SITE			\$10,000.00
SITE EXCAVATION AND FILL			\$80,000.00
NEW CULVERT / ROAD CONNECTION			\$10,000.00
MOVE HYDRO POLES TO SUIT			\$10,000.00
LANDSCAPING (GRASS / HYDROSEED)			\$15,000.00
HYDRO SERVICE			\$50,000.00
STORMWATER			\$15,000.00
FENCING AT POND	360	\$8.00	\$3,000.00
GROUND SIGN AND BUILDING SIGN			\$30,000.00
FLAGPOLE	1		\$6,000.00
ASPHALT PAVING AND BASE	37400	\$6.50	\$243,100.00
CONCRETE CURBS AND SIDEWALKS	1650	\$9.50	\$15,700.00
SEPTIC BED AND TANK			\$100,000.00
CISTERN AND CONNECTIONS			\$30,000.00
SITE LIGHTING			\$5,000.00
<b>SUBTOTAL SITE</b>			<b>\$622,800.00</b>
CONCRETE SLAB	12560	\$7.00	\$88,000.00
REBAR			\$28,000.00
UNDERSLAB WORK	12560	\$2.50	\$31,400.00
EXCAVATION / FILL	2370	\$23.00	\$54,500.00
FOUNDATION WALLS			\$95,000.00
STRUCTURAL STEEL			\$50,000.00
WOOD WALLS EXTERIOR / INSULATION	8870	\$20.00	\$177,400.00
WOOD WALLS INTERIOR	8920	\$15.00	\$133,800.00
METAL SIDING			\$80,000.00
MASONRY VENEER	1750	\$25.00	\$30,000.00
MEZZANINE FLOORS/RAILINGS/STAIRS			\$30,000.00
CARPENTRY AND FRAMING			\$75,000.00
FIRESTOPPING / CAULKING			\$10,000.00
METAL ROOFING			\$130,000.00
HOLLOW METAL			\$26,000.00
WINDOWS AND GLAZING			\$65,000.00
EXTERIOR DOORS	6		\$12,000.00
ACOUSTIC CEILINGS AND BULKHEADS			\$60,000.00
TOILET PARTITIONS			\$10,000.00
OVERHEAD DOORS	6		\$48,000.00
WOOD TRUSSES			\$50,000.00
BARRIER FREE OPERATORS			\$7,500.00
MILLWORK			\$35,000.00
TACKBOARDS WHITEBOARDS			\$4,000.00
FLOORING (VCT / PT)	5100	\$9.00	\$46,000.00
PAINT		\$2.00	\$25,000.00
LOCKERS AND BENCHES			\$12,000.00
BUNKERGEAR RACKS			\$20,000.00
WASHROOM ACCESSORIES			\$5,000.00
INTERIOR WAYFINDING			\$2,000.00
AIR/POWER REELS			\$6,000.00
WINDOW BLINDS			\$5,000.00
MECHANICAL (EST)			\$600,000.00
ELECTRICAL (EST)			\$475,000.00
<b>SUBTOTAL BUILDING</b>			<b>\$2,526,600.00</b>
<b>CONSTRUCTION TOTAL</b>			<b>\$3,549,400.00</b>
<b>FURNISHINGS, FITTINGS, EQUIPMENT</b>			<b>\$231,000.00</b>
<b>PERMITS (\$1.53 ft2)</b>			<b>\$19,200.00</b>
<b>CONSULTING FEES (6%)</b>			<b>\$212,964.00</b>
<b>PROJECT TOTAL</b>			<b>\$4,012,564.00</b>

**WAINFLEET NEW FIRE STATION HIGH LEVEL COST ESTIMATE OPTION #4**

ELEMENT	AREA	RATE	AMOUNT
GENERAL CONTINGENCY			\$150,000.00
INSPECTION AND TESTING			\$30,000.00
GENERAL CONDITIONS	\$20K PER MONTH		\$220,000.00
<b>SUBTOTAL GENERAL</b>			<b>\$400,000.00</b>
CLEAR AND GRUB SITE			\$10,000.00
SITE EXCAVATION AND FILL			\$80,000.00
NEW CULVERT / ROAD CONNECTION			\$10,000.00
MOVE HYDRO POLES TO SUIT			\$10,000.00
LANDSCAPING (GRASS / HYDROSEED)			\$15,000.00
HYDRO SERVICE			\$50,000.00
STORMWATER			\$15,000.00
FENCING AT POND	360	\$8.00	\$3,000.00
GROUND SIGN AND BUILDING SIGN			\$30,000.00
FLAGPOLE	1		\$6,000.00
ASPHALT PAVING AND BASE	37400	\$6.50	\$243,100.00
CONCRETE CURBS AND SIDEWALKS	1650	\$9.50	\$15,700.00
SEPTIC BED AND TANK			\$100,000.00
CISTERN AND CONNECTIONS			\$30,000.00
SITE LIGHTING			\$5,000.00
<b>SUBTOTAL SITE</b>			<b>\$622,800.00</b>
CONCRETE SLAB	12560	\$7.00	\$88,000.00
REBAR			\$28,000.00
UNDERSLAB WORK	12560	\$2.50	\$31,400.00
EXCAVATION / FILL	2370	\$23.00	\$54,500.00
FOUNDATION WALLS			\$110,000.00
STRUCTURAL STEEL			\$40,000.00
PRE-ENGINEERED STRUCTURE/WALLS/ROOF/INS.	6630	\$55.00	\$365,000.00
MASONRY WALLS INTERIOR	1475	\$15.00	\$22,000.00
WOOD STUD / DRYWALL INTERIOR WALLS	7320	\$12.00	\$88,000.00
WOOD STUD WALLS EXTERIOR INC. INSUL.	3000	\$20.00	\$60,000.00
MASONRY WALLS INTERIOR	1475	\$15.00	\$22,000.00
METAL SIDING	2250		\$40,000.00
MASONRY VENEER	1750	\$25.00	\$30,000.00
MEZZANINE FLOORS/RAILINGS/STAIRS			\$30,000.00
CARPENTRY AND FRAMING			\$50,000.00
FIRESTOPPING / CAULKING			\$10,000.00
METAL ROOFING			\$58,000.00
HOLLOW METAL			\$26,000.00
WINDOWS AND GLAZING			\$65,000.00
EXTERIOR DOORS	6		\$12,000.00
ACOUSTIC CEILINGS AND BULKHEADS			\$60,000.00
TOILET PARTITIONS			\$10,000.00
OVERHEAD DOORS	6		\$48,000.00
WOOD TRUSSES			\$50,000.00
BARRIER FREE OPERATORS			\$7,500.00
MILLWORK			\$35,000.00
TACKBOARDS WHITEBOARDS			\$4,000.00
FLOORING (VCT / PT)	5100	\$9.00	\$46,000.00
PAINT		\$2.00	\$25,000.00
LOCKERS AND BENCHES			\$12,000.00
BUNKERGEAR RACKS			\$20,000.00
WASHROOM ACCESSORIES			\$5,000.00
INTERIOR WAYFINDING			\$2,000.00
AIR/POWER REELS			\$6,000.00
WINDOW BLINDS			\$5,000.00
MECHANICAL (EST)			\$600,000.00
ELECTRICAL (EST)			\$475,000.00
<b>SUBTOTAL BUILDING</b>			<b>\$2,640,400.00</b>
<b>CONSTRUCTION TOTAL</b>			<b>\$3,663,200.00</b>
<b>FURNISHINGS, FITTINGS, EQUIPMENT</b>			<b>\$231,000.00</b>
<b>PERMITS (\$1.53 ft2)</b>			<b>\$19,200.00</b>
<b>CONSULTING FEES (6%)</b>			<b>\$219,792.00</b>
<b>PROJECT TOTAL</b>			<b>\$4,133,192.00</b>

**WAINFLEET NEW FIRE STATION HIGH LEVEL COST ESTIMATE OPTION #5**

ELEMENT	AREA	RATE	AMOUNT
GENERAL CONTINGENCY			\$150,000.00
INSPECTION AND TESTING			\$30,000.00
GENERAL CONDITIONS	\$20K PER MONTH		\$220,000.00
<b>SUBTOTAL GENERAL</b>			<b>\$400,000.00</b>
CLEAR AND GRUB SITE			\$10,000.00
SITE EXCAVATION AND FILL			\$80,000.00
NEW CULVERT / ROAD CONNECTION			\$10,000.00
MOVE HYDRO POLES TO SUIT			\$10,000.00
LANDSCAPING (GRASS / HYDROSEED)			\$15,000.00
HYDRO SERVICE			\$50,000.00
STORMWATER			\$15,000.00
FENCING AT POND	360	\$8.00	\$3,000.00
GROUND SIGN AND BUILDING SIGN			\$30,000.00
FLAGPOLE	1		\$6,000.00
ASPHALT PAVING AND BASE	37400	\$6.50	\$243,000.00
CONCRETE CURBS AND SIDEWALKS	1650	\$9.50	\$15,000.00
SEPTIC BED AND TANK			\$100,000.00
CISTERN AND CONNECTIONS			\$30,000.00
SITE LIGHTING			\$5,000.00
<b>SUBTOTAL SITE</b>			<b>\$622,000.00</b>
CONCRETE SLAB	12560	\$7.00	\$88,000.00
REBAR			\$28,000.00
UNDERSLAB WORK	12560	\$2.50	\$31,400.00
EXCAVATION / FILL	2370	\$23.00	\$54,500.00
FOUNDATION WALLS			\$125,000.00
STRUCTURAL STEEL BEAMS / COLUMNS			\$80,000.00
STRUCTURAL STEEL EXTERIOR WALL FRAMING	510	\$250.00	\$128,000.00
STEEL ROOF TRUSSES			\$120,000.00
METAL ROOFING			\$130,000.00
INSULATED METAL PANEL VENEER SYSTEM	7120	\$12.00	\$85,500.00
METAL STUD / DRYWALL EXTERIOR WALLS	7320	\$12.00	\$87,800.00
MASONRY WALLS INTERIOR	1475	\$15.00	\$22,000.00
METAL STUD / DRYWALL INTERIOR WALLS	7320	\$8.00	\$58,500.00
MASONRY VENEER	1750	\$25.00	\$30,000.00
MEZZANINE FLOORS/RAILINGS/STAIRS			\$30,000.00
FIRESTOPPING / CAULKING			\$10,000.00
HOLLOW METAL			\$26,000.00
WINDOWS AND GLAZING			\$65,000.00
EXTERIOR DOORS	6		\$12,000.00
ACOUSTIC CEILINGS AND BULKHEADS			\$60,000.00
TOILET PARTITIONS			\$10,000.00
OVERHEAD DOORS	6		\$48,000.00
BARRIER FREE OPERATORS			\$7,500.00
MILLWORK			\$35,000.00
TACKBOARDS WHITEBOARDS			\$4,000.00
FLOORING (VCT / PT)	5100	\$9.00	\$46,000.00
PAINT		\$2.00	\$25,000.00
LOCKERS AND BENCHES			\$12,000.00
BUNKERGEAR RACKS			\$20,000.00
WASHROOM ACCESSORIES			\$5,000.00
INTERIOR WAYFINDING			\$2,000.00
AIR/POWER REELS			\$6,000.00
WINDOW BLINDS			\$5,000.00
MECHANICAL (EST)			\$600,000.00
ELECTRICAL (EST)			\$475,000.00
<b>SUBTOTAL BUILDING</b>			<b>\$2,572,200.00</b>
<b>CONSTRUCTION TOTAL</b>			<b>\$3,594,200.00</b>
<b>FURNISHINGS, FITTINGS, EQUIPMENT</b>			<b>\$231,000.00</b>
<b>PERMITS (\$1.53 ft2)</b>			<b>\$19,200.00</b>
<b>CONSULTING FEES (6%)</b>			<b>\$215,652.00</b>
<b>PROJECT TOTAL</b>			<b>\$4,060,052.00</b>

**WAINFLEET NEW FIRE STATION HIGH LEVEL COST ESTIMATE OPTION #6**

ELEMENT	AREA	RATE	AMOUNT
GENERAL CONTINGENCY			\$150,000.00
INSPECTION AND TESTING			\$30,000.00
GENERAL CONDITIONS	\$20K PER MONTH		\$200,000.00
<b>SUBTOTAL GENERAL</b>			<b>\$380,000.00</b>
CLEAR AND GRUB SITE			\$10,000.00
SITE EXCAVATION AND FILL			\$80,000.00
NEW CULVERT / ROAD CONNECTION			\$10,000.00
MOVE HYDRO POLES TO SUIT			\$10,000.00
LANDSCAPING (GRASS / HYDROSEED)			\$15,000.00
HYDRO SERVICE			\$50,000.00
STORMWATER			\$15,000.00
FENCING AT POND	360	\$8.00	\$3,000.00
GROUND SIGN AND BUILDING SIGN			\$30,000.00
FLAGPOLE	1		\$6,000.00
ASPHALT PAVING AND BASE	37400	\$6.50	\$243,000.00
CONCRETE CURBS AND SIDEWALKS	1650	\$9.50	\$15,000.00
SEPTIC BED AND TANK			\$100,000.00
CISTERN AND CONNECTIONS			\$30,000.00
SITE LIGHTING			\$5,000.00
<b>SUBTOTAL SITE</b>			<b>\$622,000.00</b>
CONCRETE SLAB	12560	\$7.00	\$88,000.00
REBAR			\$28,000.00
UNDERSLAB WORK	12560	\$2.50	\$31,400.00
EXCAVATION / FILL	2370	\$23.00	\$54,500.00
FOUNDATION WALLS			\$95,000.00
STRUCTURAL STEEL			\$70,000.00
INSULATED CONCRETE FORMS (ICF) EXTERIOR	8850	\$30.00	\$265,500.00
EXTERIOR WALLS INTERIOR FINISHES	8850	\$4.00	\$35,400.00
STEEL ROOF TRUSSES			\$120,000.00
METAL ROOFING			\$130,000.00
METAL SIDING			\$80,000.00
MASONRY WALLS INTERIOR	1475	\$15.00	\$22,000.00
METAL STUD / DRYWALL INTERIOR WALLS	7320	\$8.00	\$58,500.00
MASONRY VENEER	1750	\$25.00	\$30,000.00
MEZZANINE FLOORS/RAILINGS/STAIRS			\$30,000.00
FIRESTOPPING / CAULKING			\$10,000.00
HOLLOW METAL			\$26,000.00
WINDOWS AND GLAZING			\$65,000.00
EXTERIOR DOORS	6		\$12,000.00
ACOUSTIC CEILINGS AND BULKHEADS			\$60,000.00
TOILET PARTITIONS			\$10,000.00
OVERHEAD DOORS	6		\$48,000.00
BARRIER FREE OPERATORS			\$7,500.00
MILLWORK			\$35,000.00
TACKBOARDS WHITEBOARDS			\$4,000.00
FLOORING (VCT / PT)	5100	\$9.00	\$46,000.00
PAINT		\$2.00	\$25,000.00
LOCKERS AND BENCHES			\$12,000.00
BUNKERGEAR RACKS			\$20,000.00
WASHROOM ACCESSORIES			\$5,000.00
INTERIOR WAYFINDING			\$2,000.00
AIR/POWER REELS			\$6,000.00
WINDOW BLINDS			\$5,000.00
MECHANICAL (EST)			\$600,000.00
ELECTRICAL (EST)			\$475,000.00
<b>SUBTOTAL BUILDING</b>			<b>\$2,611,800.00</b>
<b>CONSTRUCTION TOTAL</b>			<b>\$3,613,800.00</b>
<b>FURNISHINGS, FITTINGS, EQUIPMENT</b>			<b>\$231,000.00</b>
<b>PERMITS (\$1.53 ft2)</b>			<b>\$19,200.00</b>
<b>CONSULTING FEES (6%)</b>			<b>\$216,828.00</b>
<b>PROJECT TOTAL</b>			<b>\$4,080,828.00</b>



**WAINFLEET NEW FIRE STATION HIGH LEVEL COST ESTIMATE OPTION #7**

ELEMENT	AREA	RATE	AMOUNT
GENERAL CONTINGENCY			\$150,000.00
INSPECTION AND TESTING			\$30,000.00
GENERAL CONDITIONS	\$20K PER MONTH		\$240,000.00
<b>SUBTOTAL GENERAL</b>			<b>\$420,000.00</b>
CLEAR AND GRUB SITE			\$10,000.00
SITE EXCAVATION AND FILL			\$80,000.00
NEW CULVERT / ROAD CONNECTION			\$10,000.00
MOVE HYDRO POLES TO SUIT			\$10,000.00
LANDSCAPING (GRASS / HYDROSEED)			\$15,000.00
HYDRO SERVICE			\$50,000.00
STORMWATER			\$15,000.00
FENCING AT POND	360	\$8.00	\$3,000.00
GROUND SIGN AND BUILDING SIGN			\$30,000.00
FLAGPOLE	1		\$6,000.00
ASPHALT PAVING AND BASE	37400	\$6.50	\$243,100.00
CONCRETE CURBS AND SIDEWALKS	1650	\$9.50	\$15,700.00
SEPTIC BED AND TANK			\$100,000.00
CISTERN AND CONNECTIONS			\$30,000.00
SITE LIGHTING			\$5,000.00
<b>SUBTOTAL SITE</b>			<b>\$622,800.00</b>
CONCRETE SLAB	12560	\$7.00	\$88,000.00
REBAR			\$28,000.00
UNDERSLAB WORK	12560	\$2.50	\$31,400.00
EXCAVATION / FILL	2370	\$23.00	\$54,500.00
FOUNDATION WALLS			\$95,000.00
STRUCTURAL STEEL			\$70,000.00
MASONRY WALLS EXTERIOR	8870	\$15.00	\$133,050.00
MASONRY WALLS INTERIOR	8920	\$15.00	\$133,800.00
SPRAY FOAM INSULATION	8870	\$5.00	\$45,000.00
METAL TRIMS / GUTTERS			\$20,000.00
MASONRY VENEER (BRICK/ARCH. BLOCK)	8870	\$20.00	\$177,500.00
MEZZANINE FLOORS/RAILINGS/STAIRS			\$30,000.00
CARPENTRY AND FRAMING			\$75,000.00
FIRESTOPPING / CAULKING			\$10,000.00
METAL ROOFING			\$130,000.00
HOLLOW METAL			\$26,000.00
WINDOWS AND GLAZING			\$65,000.00
EXTERIOR DOORS	6		\$12,000.00
ACOUSTIC CEILINGS AND BULKHEADS			\$60,000.00
TOILET PARTITIONS			\$10,000.00
OVERHEAD DOORS	6		\$48,000.00
METAL ROOF TRUSSES			\$120,000.00
BARRIER FREE OPERATORS			\$7,500.00
MILLWORK			\$35,000.00
TACKBOARDS WHITEBOARDS			\$4,000.00
FLOORING (VCT / PT)	5100	\$9.00	\$46,000.00
PAINT		\$2.00	\$25,000.00
LOCKERS AND BENCHES			\$12,000.00
BUNKERGEAR RACKS			\$20,000.00
WASHROOM ACCESSORIES			\$5,000.00
INTERIOR WAYFINDING			\$2,000.00
AIR/POWER REELS			\$6,000.00
WINDOW BLINDS			\$5,000.00
MECHANICAL (EST)			\$600,000.00
ELECTRICAL (EST)			\$475,000.00
<b>SUBTOTAL BUILDING</b>			<b>\$2,704,750.00</b>
<b>CONSTRUCTION TOTAL</b>			<b>\$3,747,550.00</b>
<b>FURNISHINGS, FITTINGS, EQUIPMENT</b>			<b>\$231,000.00</b>
<b>PERMITS (\$1.53 ft2)</b>			<b>\$19,200.00</b>
<b>CONSULTING FEES (6%)</b>			<b>\$224,853.00</b>
<b>PROJECT TOTAL</b>			<b>\$4,222,603.00</b>



CORPORATE PROFILE

## FIRE STATION PROJECTS PORTFOLIO

**WHITELINE** | Architects Inc.

146 JAMES STREET | ST. CATHARINES | ONTARIO | L2R 5C5

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## RELATED PROJECTS PORTFOLIO

**WHITELINE Architects Inc.** offers nearly 3 decades of experience in the design of Fire Stations, Emergency Operations Centres and Ambulance Stations across Southern Ontario on projects up to \$6.0M in scale. A selected overview of these projects is provided below:

- DETAILS: addition & alterations and new facility
- COST: \$5.67 M
- CLIENT: City of Burlington

- DETAILS: new facility; 13,340 sq. ft.
- COST: \$3.47 M
- CLIENT: Town of Fort Erie

**TOP:**  
Virgil  
Fire Station

**BOTTOM:**  
Milton Fire Station#3  
& Headquarters



- DETAILS: new facility; 14,000 sq. ft.
- COST: \$3.83M
- CLIENT: City of Milton

- DETAILS: new facility; 16,800 sq.ft.
- COST: \$4.85 M
- CLIENT: City of St. Catharines



- DETAILS: new facility; 21,700 sq. ft.
- COST: \$6.0 M      • CLIENT: Greystone Project Management Inc.

- DETAILS: new facility; 12,000 sq. ft.
- COST: \$2.4 M      • CLIENT: Town Pelham

**TOP:**  
Welland  
Ambulance Station

**BOTTOM:**  
Glendale Fire Station #5



- DETAILS: new facility; 13,500 sq. ft.
- COST: \$6.0 M [est.]      • CLIENT: City of Niagara Falls

- DETAILS: new facility; 5,000 sq. ft.
- COST: \$792,000.00      • CLIENT: County of Brant

- DETAILS: new facility; 15,400 sq. ft. + training tower
- COST: \$4.65 M
- CLIENT: Town of Grimsby

- DETAILS: addition & alterations
- COST: \$2.5 M [est.]
- CLIENT: Town of Grimsby

**TOP:**  
Orillia Fire Station #1  
& Headquarters

**BOTTOM:**  
Beamsville Fire Station #1



- DETAILS: new facility; 3,360 sq. ft.
- COST: \$550,000.00
- CLIENT: Region of Niagara

- DETAILS: interior alterations & upgrades
- COST: \$1.0 M [est.]
- CLIENT: City of Burlington

- DETAILS: new facility; 10,300 sq. ft.
- COST: \$2.3 M
- CLIENT: Town of Niagara-on-the-Lake

- DETAILS: interior alterations & upgrades
- COST: \$56,000.00
- CLIENT: Town of Milton

**TOP:**  
Fort Erie  
Central Fire Station

**BOTTOM:**  
St. Catharines #4  
Fire Station



- DETAILS: new facility; 9,800 sq. ft.
- COST: \$850,000.00
- CLIENT: Hotel Dieu Hospital

- DETAILS: new facility; 7,900 sq. ft.
- COST: \$1.1 M
- CLIENT: City of Thorold

- DETAILS: addition & alterations
- COST: \$710,000.00
- CLIENT: Town of Lincoln

- DETAILS: interior alterations & upgrades
- COST: \$1.0M [est.]
- CLIENT: City of Burlington

- DETAILS: new facility; 9,000 sq. ft.
- COST: \$1.5M
- CLIENT: Town of Lincoln

- DETAILS: new facility; 6,800 sq. ft.
- COST: \$750,000.00
- CLIENT: Welland County Gen. Hosp.

## BURLINGTON FIRE STATION #1 & HEADQUARTERS



main building [after]

### SUSTAINABLE DESIGN FEATURES:

- high-performance curtain wall with solar rejection glazing promotes daylight harvesting and reduces energy consumption
- energy efficient HVAC systems with automated controls
- LED lighting with occupancy sensors

### ACCESSIBLE DESIGN FEATURES:

- fully Barrier-Free FADS compliant circulation in all public areas
- hydraulic elevator to upper floor
- staff and public FADS washrooms
- visual acuity integration into all building materials and finishes

vehicle service building



stair & elevator tower



### PROJECT DETAILS:

<b>Bld'g Type:</b>	Additions & Alterations	<b>Area:</b>	26,543 sq. ft. (main building) + 6,270 sq. ft. (new service building)
<b>Cost:</b>	\$5.67 M	<b>Client:</b>	City of Burlington
<b>Completed:</b>	Fall 2016		
<b>Location:</b>	Burlington, Ontario		

### BUILDING PROGRAM:

- 4 Drive-Thru Double Truck Bays (8 Trucks)	- 15 Offices & Staff Lunchroom	- 2 Bunker/Gear Areas
- 2 Simulation Training Rooms	- Sleeping Quarters [7 Firefighters]	- Exercise Room
- Training Room/Classroom	- Day Room with Kitchen & Outdoor Courtyards	- 3 Conference Rooms
- 6-Person Communications Centre	- Male and Female Locker Rooms	- Detached 3-Bay Mechanic's Garage
		- Firefighter Saunas

### PROJECT DESCRIPTION:

This **major renovation and expansion** of Burlington Fire Station No. 1/Headquarters rehabilitated a facility in original condition, modifying it for modern needs and for FADS and OBC compliance. The Ground Floor administrative wing was expanded at the front of the building to provide new Offices and Reception areas, a Training Room and a new stairwell and elevator to the Upper Floor. Other ground floor interior alterations included: new Staff Lounge, Changeroom and Dormitory Areas, a new Communications Centre, 2 new Bunker Gear Rooms, a new Exercise room, new FADS Washrooms, new Apparatus Bay doors and various support spaces. On the upper floor, all exterior windows were replaced with new high-performance units serving new Offices, Meeting Rooms, Lunchroom, a Simulation Room and various support spaces. Throughout the facility, lighting and mechanical systems were fully updated.

Towards the rear of the property, a new 6,270 sq. ft. Mechanic's Garage featured 3 Service Bays, 3 Supply and Storage Rooms, 2 Offices as well as a Lunchroom/Kitchenette. Elsewhere on the site, new parking, signage and flagpoles update the station's new public image.

Construction on this facility was executed in phases to minimize operational disruption. All construction was completed with staff and personnel remaining on site [through a variety of alternate accommodations] enabling the entire facility to remain fully operational.



main building [before]

## FORT ERIE CENTRAL FIRE STATION



### SUSTAINABLE DESIGN FEATURES:

- high-performance building envelope & thermal systems
- energy efficient HVAC systems with automated controls
- fenestration design for daylighting harvesting

### CONTEXTUAL DESIGN SENSITIVITY:

- sited in Sugarbowl Park, this site provides entry for cars and pedestrians accessing the park and the Railroad Museum therein
- fire station styling cues echoes the relocated train station nearby
- building design incorporates a clock tower and various materials of reference to traditional civic architecture from 1900 forward

### OF NOTE:

- published in 2019 book 'Where the Wild Grape Grows – Images of the Erie Shore' [June E. Chipp]

### PROJECT DETAILS:

**Bld'g Type:** New Facility  
**Cost:** \$3.47 M  
**Location:** Fort Erie, Ontario

**Bld'g Area:** 13,340 sq. ft  
**Client:** City of Fort Erie  
**Completed:** 2013

### BUILDING PROGRAM:

- |                                 |                                      |                      |
|---------------------------------|--------------------------------------|----------------------|
| - 4 Single Bays & 2 Double Bays | - Community-Use Multi-Purpose Room   | - Commercial Kitchen |
| - 2 Captain's Offices           | - Outdoor Access Public Washrooms    | - Bunker/Gear Rooms  |
| - Training Room/Classroom       | - Illuminated Clock Tower/Hose Tower | - Exercise Room      |



### PROJECT DESCRIPTION:

This project **consolidated two aging volunteer stations** into one new centrally located facility sited in Sugarbowl Park adjacent to the Historical Railway Museum. Near to the old downtown core, this station's design recognizes its historical context while serving as a gateway to the commercial district to its north.

Six fully-glazed Apparatus Bay doors serve 4 single and 2 double bays for both trucks and emergency watercraft, prominently displaying them to Central Avenue. In addition to Administrative Areas, Bunker/Gear Rooms, a Training Room, an Exercise Room, and Captains' Offices, the building includes an oversized Community Room with Commercial Kitchen for public functions.

Outdoor washrooms serve visitors to the park and museum, while a prominent illuminated clock-tower acts as a beacon within the downtown fabric.





## GRIMSBY FIRE STATION #2 & TRAINING CENTRE



### OWNER INFORMATION:

**Client:** Town of Grimsby  
160 Livingston Avenue  
Grimsby, ON L3M 4G3

**Contact:** Bill Thomson, Acting Fire Chief  
tel: 905-945-2113  
email: bthomson@grimsby.ca

### PROJECT DETAILS:

<b>Bld'g Type:</b>	New 1 Storey Facility	<b>Area:</b>	15,392 sq. ft. (main building) + fully detached training tower
<b>Cost:</b>	\$4.7 M	<b>Client:</b>	Town of Grimsby
<b>Completed:</b>	2017	<b>Occupancies:</b>	D, F2
<b>Location:</b>	Grimsby, Ontario		

### BUILDING PROGRAM:

- |   |                                 |  |
|---|---------------------------------|--|
| - 3 Drive-Thru Double Truck Bays (6 Trucks) | - Bunker Gear Room [54 lockers] | - Administration Office                  |
| - Fire Prevention Lab                       | - Association Lounge            | - Indoor Mechanical & Electrical Systems |
| - 4 Meeting/Training Rooms                  | - Commercial Kitchen            | - 4 Storey Training Tower                |

### PROJECT DESCRIPTION:

This **new fire station** provided a second full-fledged station in the Town of Grimsby, replacing a modest facility on another site. This station is sited above the escarpment to provide quicker response to the Town's southern environs. The design of the facility utilizes durable but cost-effective materials in a style reflecting the Town's agrarian history. The generous site accommodates ample parking and circulation around the building, as well as a new prefabricated 4-storey Training Tower. The station's layout disposes the administration/training areas one side of the Apparatus Bays, with suppression crew areas on the other. In the administration wing entry is an office area, a commercial kitchen and two large training rooms, each sub-divisible via operable enclosures for smaller meetings [creating 4 rooms total]. Additionally, this area features a Fire Prevention Lab equipped with in-floor trench drains and various equipment items for fire-training demonstrations. A second entrance provides suppression crew direct access to the Bunker/Gear Rooms, Staff Changerooms/Washrooms, an Association Lounge and support spaces including an extractor room, a utility/SCBA room and storage spaces. Outside the building, suppression exercises are accommodated in the new fully-detached Training Tower. The station also features a dedicated washroom accessed from the exterior of the building, accommodated staff either working or training outdoors.

training room



fire prevention lab



staff patio

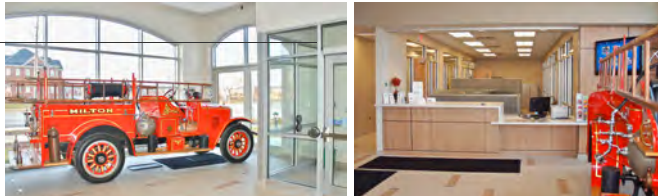
## MILTON FIRE STATION #3 & HEADQUARTERS

### ACCESSIBILITY DESIGN FEATURES:

- full FADS compliance throughout in all public areas

### SUSTAINABLE DESIGN FEATURES:

- high reflectivity cool roofing
- high solar reflection index asphalt paving
- low-flow high volume plumbing fixtures
  - sustainable building materials
  - passive ventilation systems
- electrical vehicle charging stations
- daylight harvesting design
- designed to: **LEED Silver**



### PROJECT DETAILS:

**Bld'g Type:** New Facility [LEED Silver]  
**Cost:** \$3.83 M  
**Location:** Milton, Ontario

**Bld'g Area:** 14,000 sq. ft  
**Client:** Town of Milton  
**Completed:** 2012

### BUILDING PROGRAM:

- |                                      |                                     |                                   |
|--------------------------------------|-------------------------------------|-----------------------------------|
| - 6,600 sq. ft. Headquarters Offices | - Boardroom/Public Meeting Room     | - Firefighter Facilities: Bunker/ |
| - 10 Offices; 3 Workstations         | - Public Areas fully FADS compliant | Gear Rooms, Laundry, Staff        |
| - 3-Person Dispatch Office           | - 3 Drive-thru Double Truck Bays    | Lounge, Fitness Room              |

### PROJECT DESCRIPTION:

Located on a well-traveled corner among new commercial and residential developments, this new fire station complements its context while conveying a prominent civic presence. A combination of rusticated stone, brick, and precast concrete elements relate to Milton's historic downtown core while imparting a sense of durability and longevity.

The Ground Floor Level accommodates the Town's Fire Department Headquarters, designed to full FADS accessibility standards. Elsewhere are 3 Drive-Through double-length Apparatus Bays, Bunker and Gear Areas, Day Room/Lounge, Exercise Room, Dormitories, Locker Rooms and a 3-Person Dispatch Centre with Lounge, Locker Room and patio.

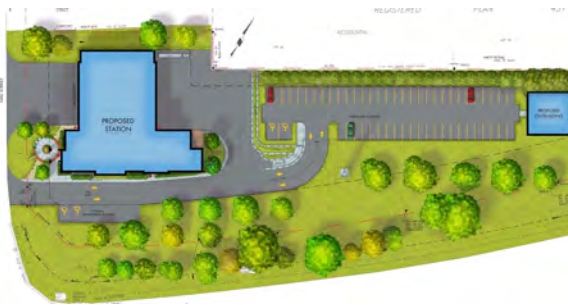
The entire facility was designed to **LEED Silver** status with green and sustainable design elements including: cool roofing, high SRI paving, low-flow plumbing fixtures, recycled content in the building materials, charging stations for electric vehicles, daylight harvesting and passive ventilation systems etc. 🌱



## ORILLIA FIRE STATION #1 & HEADQUARTERS

### SUSTAINABLE DESIGN FEATURES:

- high reflectivity roofing
- high solar reflection index asphalt paving
- low-flow high volume plumbing fixtures
- sustainable building materials
- passive ventilation systems
- daylight harvesting design
- designed to: **LEED Certified**



### PROJECT DETAILS:

**Bld'g Type:** New Facility [LEED Certified]

**Cost:** \$5.96 M

**Location:** Orillia, Ontario

**Bld'g Area:** 21,688 sq. ft + 1,500 sq. ft. storage bld'g

**Client:** Greystone Project Management Inc.

**Completed:** 2015

### BUILDING PROGRAM:

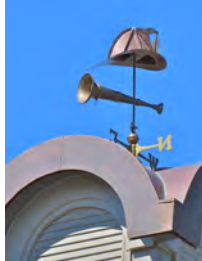
- |                                   |                                 |                              |
|-----------------------------------|---------------------------------|------------------------------|
| - 911 Call Centre with Break Room | - Emergency Operations Centre   | - Exercise Room              |
| - 8 Offices                       | - Sleeping Quarters for 8       | - 4 Drive-Thru Double Truck  |
| - Safe Haven Public Vestibule     | - Day Room with Kitchen & Patio | Bays [8 trucks] with Bi-Fold |
| - Training Room                   | - Conference Room               | Bay Doors                    |

### PROJECT DESCRIPTION:

This project was awarded following a Design/Build submission prepared with Greystone Project Management Inc. from Huntsville. Responding to a City of Orillia RFP, our firm authored the winning design for an extensive building program required to fit on a tight and oddly shaped property along a provincial highway. This new fire station replaced an antiquated facility in in Orillia's old downtown core. It also accommodates Orillia's Fire Department Headquarters on its upper floor level accommodating: 8 Offices, a Meeting Room, Records Archives, a 3-person Communications Room with Lounge, Locker Rooms and Washrooms. Fire-fighter operations on the ground floor include: Men's and Women's Locker Rooms and Dormitories, a Day Room with Kitchen, a 60-person Training Room/Emergency Operations Centre/Community-Use Room, and Exercise Room. Eight fire-response vehicles are accommodated in 4 double-length Drive-Through Apparatus Bays, each outfitted with Four-Fold Bi-folding Garage Bay doors. Outdoor appointments include an emergency generator, a radio tower, parking for staff and some volunteer 60 vehicles as well as a 1,500 sq. ft. fully detached vehicle Storage Garage. The iconic bell-tower at the Main Building Entry integrates a sizable and impressive bell relocated from the downtown station to preserve its civic heritage. This station was designed to LEED-certified standards. 🌱



## ST. CATHARINES FIRE STATION #4 & SECURE DATA CENTRE



### SUSTAINABLE DESIGN FEATURES:

- high-performance building envelope & thermal systems
- energy efficient HVAC systems with automated controls
- fenestration design for daylighting harvesting

### CONTEXTUAL DESIGN SENSITIVITY:

- sited in Merriton, the building materials and massing reflect old Merriton Town Hall and traditional buildings of St. Catharine's civic history

### ACCESSIBILITY DESIGN FEATURES:

- FACS compliant in all public areas including circulation, wayfinding, washrooms and workspaces
- visual acuity design throughout

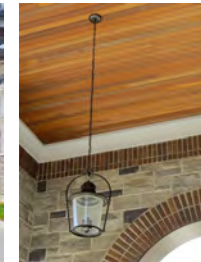
### PROJECT DETAILS:

**Bld'g Type:** New Facility  
**Cost:** \$4.85 M  
**Location:** St. Catharines, Ontario

**Bld'g Area:** 16,800 sq. ft  
**Client:** City of St. Catharines  
**Completed:** 2013

### BUILDING PROGRAM:

- |                                 |  |                                       |
|---------------------------------|--|---------------------------------------|
| - 6-Person Dispatch Call Centre | - Sleeping Quarters for 8 Firefighters | - Firefighters' facilities including: |
| - Emergency Operations Centre   | - Staff Lounge and Kitchen             | Bunker/Gear Room, Laundry,            |
| - Secure Data Centre            | - 4 Offices                            | Fitness Room, Work Room               |



### PROJECT DESCRIPTION:

Located in the historic Merriton district of St. Catharines on a brownfield property, this new fire station is surrounded by significant buildings reflecting the City's industrial, institutional and civic heritage. Consequently, the station's design employs stone masonry details and traditional design cues from its surroundings.

Inside, modern operations include a 24-Hour Emergency Call Centre, an Emergency Operations Centre, and a state-of-the-art Secure Data Centre serving as primary server for civic functions and departmental records. The Data Centre is seismically-isolated, fire-separated and independently serviced with back-up redundancies to ensure emergency operation. A radio tower at the rear of the property handles dispatch communications for the Golden Horseshoe.

Elsewhere throughout are Dormitories for 8 firefighters, 4 Offices, an Exercise Room, 2 Drive-Through double-length Apparatus Bays and various support spaces. All public and administrative components in the station were design to full FADS accessibility design standards.



## THOROLD FIRE STATION #4



### ● PROJECT DETAILS:

**Bld'g Type:** New Facility  
**Cost:** \$1.1 M  
**Location:** Thorold, Ontario

**Bld'g Area:** 7,900 sq. ft  
**Client:** City of Thorold  
**Completed:** 2003

### ● BUILDING PROGRAM:

- Volunteer Facility
- 3 Drive-Thru Double Depth Truck Bays
- Bunker/Gear Room
- Training Room with Kitchen
- Staff Lounge
- Offices

### ● PROJECT DESCRIPTION:

Located on Highway 20 near the Fonthill border, this new volunteer station serves a broad geography.

Three double-depth drive-through bays accommodate 6 vehicles behind a presentation window facing the highway. Apparatus bays are fed natural light via window design which minimizes direct solar gains. Suppression areas include Bunker/Gear Rooms, Locker Rooms, HAZMAT Shower, Laundry Room and Communications Area.

Administrative areas include an Office, Meeting Room, Training Room with Kitchen and miscellaneous support Spaces.

Durable and cost-effective materials provide a low-maintenance exterior while conforming to the established project budget.



## PELHAM FIRE STATION #2

### ● PROJECT DETAILS:

**Bld'g Type:** New Facility  
**Cost:** \$2.4 M  
**Location:** Fenwick, Ontario

**Bld'g Area:** 12,000 sq. ft  
**Client:** Town of Pelham  
**Completed:** 2011

### ● BUILDING PROGRAM:

- Volunteer Facility
- 3 Drive-Thru Double-Depth Truck Bays
- Community-Use Room
- Commercial Kitchen
- Exercise Room
- Captain's Office

### ● PROJECT DESCRIPTION:

The design of this new fire station in the Town of Pelham split public and suppression program elements on either side of 3 double-length apparatus bays.

On the firefighting side, the Apparatus Bays are open to Bunker/Gear Rooms, Locker and Changerooms and the Captain's Office.

The public side of the building accommodates a Training/Multi-Purpose Community Room, a Commercial Kitchen, an Exercise room, Public Washrooms and a Classroom for 20 persons.

This station also serves as a training facility for the Town with an extrication area, training cistern, and separate smoke training room.

Conventional construction materials and building techniques optimized the budget and project timeframe while providing a facility offering the Town long-term value.



## BRANT COUNTY FIRE STATION #5

### ● PROJECT DETAILS:

<b>Bld'g Type:</b>	New Facility	<b>Bld'g Area:</b>	5,000 sq. ft
<b>Cost:</b>	\$792,000.00	<b>Client:</b>	County of Brant
<b>Location:</b>	Mount Pleasant, Ontario	<b>Completed:</b>	2012

### ● BUILDING PROGRAM:

- 2 Front Truck Bays
- 1 Rear Truck Bay
- Meeting Room
- Staff Lounge

### ● PROJECT DESCRIPTION:

Located in Mount Pleasant, this new volunteer station is located opposite the County of Brant Community Centre.

The station includes 3 truck bays, a Meeting Room, and a Lounge.

In response to its long narrow property, this two-storey building preserves land for an on-site septic bed. Access to the rear truck bay utilizes the Community Centre parking lot.

The simple design of this facility satisfied all necessary program requirements while residing within a limited budget.



## BEAMSVILLE FIRE STATION #1



### ● PROJECT DETAILS:

<b>Bld'g Type:</b>	Addition & Alterations	<b>Bld'g Area:</b>	8,500 sq. ft
<b>Cost:</b>	\$710,000.00	<b>Client:</b>	Town of Lincoln
<b>Location:</b>	Beamsville, Ontario	<b>Completed:</b>	2010

### ● PROJECT DESCRIPTION:

This addition and alteration project optimized a modest budget to significantly upgrade an existing facility.

An addition provided one new Apparatus Bay, Bunker Gear and Storage Areas and numerous upgrades to the Administration wing.

The building envelope was improved with a new brick façade and flat-roof system to increase longevity and thermal performance.



## GLENDALE FIRE STATION #5



### ● PROJECT DETAILS:

<b>Bld'g Type:</b> New Facility [fire + ambulance]	<b>Bld'g Area:</b> 9,000 sq. ft
<b>Cost:</b> \$1.5 M	<b>Client:</b> Town of N-o-t-L
<b>Location:</b> Niagara-on-the-Lake, Ontario	<b>Completed:</b> 2005

### ● BUILDING PROGRAM:

- Volunteer Facility
- 3 Drive-Thru Double Depth Truck Bays
- Administration Area
- Multi-Purpose Room with Kitchen

### ● PROJECT DESCRIPTION:

This new volunteer station is sited in a commercial/ industrial area and the building was designed to reflect its surroundings while being both durable and cost-effective to maintain.

This station features 3 double-length Drive-Through Bays, Changerooms, Offices, Washrooms, a Multi-Purpose Room/Training Room with Kitchen, and supplementary support spaces. Community functions in the Multi-Purpose Room are serviced by two different building entries from the surrounding parking lots. A small Ambulance Services Office within the building handles secondary administrative and dispatch functions.

A sizeable building program was accommodated within a small budget accommodated by judiciously chosen materials both inside and out alongside a cost-effective building structure.



## VIRGIL FIRE STATION

### ● PROJECT DETAILS:

<b>Bld'g Type:</b> New Facility	<b>Bld'g Area:</b> 10,300 sq. ft
<b>Cost:</b> \$2.3 M	<b>Client:</b> Town of N-o-t-L
<b>Location:</b> Virgil, Ontario	<b>Completed:</b> 2009

### ● BUILDING PROGRAM:

- Volunteer Facility
- 3 Drive-Thru Double Depth Truck Bays
- Administration Area
- Multi-Purpose Room
- Staff Lounge

### ● PROJECT DESCRIPTION:

This new volunteer fire station improved service coverage to the outer areas of Niagara-on-the-Lake and featured: 3 drive-through double-length truck bays alongside firefighter Gear and Changerooms, Exercise Room, and Lounge Area. The administrative block includes Offices, Public Washrooms, a Multi-Purpose Room, a Kitchen and miscellaneous support spaces.





## FSR-011-2020 - Appendix 'C'

On August 18, 2020 staff conducted a site visit of a large warehouse being constructed on North Service Rd. just west of Victoria Ave. Staff took pictures and measurements of the building and determined that Insulated Metal Panels manufactured by MetlSpan, were used in the cladding of the building. (Photos are on pages 2-5)

On August 19, 2020 Staff contacted MetlSpan, and spoke with a representative about its uses, lifespan and warranty. (Q&A Table below)

<b>QUESTION 1</b>	<b>What is the estimated lifespan of IMPs?</b>
<b>Answer 1</b>	Approximately 40+ years
<b>QUESTION 2</b>	<b>What is the warranty of IMPs?</b>
<b>Answer 2</b>	2 Years on the product, 25 years on the paint, Installers provide their own guarantee
<b>QUESTION 3</b>	<b>Should a panel get damaged how would it be repaired?</b>
<b>Answer 3</b>	You basically have 3 options: 1- Auto Body repair 2- Place a skin over to hide the damage – Which would result in a loss of insulation performance 3- Remove and replace the panel – Due to the hidden nature of the fasteners, would require multiple panels to be removed and all interior finishes and fixtures be removed and reinstalled.
<b>QUESTION 4</b>	<b>How do you finish the interior?</b>
<b>Answer 4.a.</b>	For the apparatus bays, the interior skin becomes the interior walls
<b>Answer 4.b.</b>	For the admin. & office side, steel stud walls would be built inside the purlins between the structural posts, allowing utilities to be run and then covered in drywall.
<b>QUESTION 5</b>	<b>Would there be any costs savings to using IMPs if the interior has to be framed and finished?</b>
<b>Answer 5</b>	Not really
<b>QUESTION 6</b>	<b>What is the R-Value of IMPs?</b>
<b>Answer 6</b>	R-Values are listed in the data sheet online (Approx. R4-5 per inch)
<b>QUESTION 7</b>	<b>Has any fire stations been built using IMPs?</b>
<b>Answer 7</b>	Woodstock built a 5000sq.ft. Addition to Station 1 in 2018. IMPs were only used in the Apparatus bays. Other panels were used in different parts of the building, and then strapped, spray foamed and cladded like a conventional building.
<b>QUESTION 8</b>	<b>Has there been any other fire stations built using MIPs?</b>
<b>Answer 8</b>	I believe so but not many, I will need to do some digging and get back to you.

## FSR-011-2020 - Appendix 'C'



Insulated Metal Panel cross-section.  
6" of solid foam insulation sandwiched between 2 pieces of steel cladding.



Exterior view of MetlSpan panels used on a warehouse

## FSR-011-2020 - Appendix 'C'



Interior view of gable end with Insulated Metal panels used on a warehouse



22" depth of wall space from the inside of the IMP to the inside of the narrow gable post.



## FSR-011-2020 - Appendix 'C'



Interior view of load bearing wall with Insulated Metal Panels used on a warehouse



32" depth of wall space at 48" high, from the inside of the IMP to the inside of the load bearing post

## FSR-011-2020 - Appendix 'C'



36" depth of wall space at 84" high, from the inside of the IMP to the inside of the load bearing post

## **FIRE STAFF REPORT**

**FSR-012/2020**

**TO:** Mayor Gibson and Members of Council

**FROM:** M. Alcock, Fire Chief/CEMC

**DATE OF MEETING:** September 1, 2020

**SUBJECT:** Central Fire Station Project Charter

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### **RECOMMENDATION(S):**

**THAT** Report FSR-012/2020: Central Fire Station Project Charter be received as information;

**AND THAT** the Project Charter, attached as Appendix A to this report, be approved by Council.

### **EXECUTIVE SUMMARY:**

This report includes information and presents a draft Project Charter for the construction of a new Central Fire Station.

### **BACKGROUND**

Report FSR-007/2020, Project Delivery Models and Draft Central Fire Station Project Charter, provided a detailed review of the various procurement methods and contract types for a large Municipal project. A draft Project Charter was presented and deferred pending further information.

FSR-010-2020 – Central Fire Station Concept Study detailed various construction methods and presented estimated costs for each type. Council requested staff to, remove wood truss roofs, investigate Insulated Metal Panels, and provide additional options, information and estimates.

FSR-011-2020 – Updated Central Fire Station Concept Study – Revised Option 1 to remove wood truss and replace with steel truss roof, investigated the use of Insulated Metal Panels, and provided additional construction methods with updated estimated costs for each type.

**OPTIONS/DISCUSSION:**

A Project Charter is a written statement of the mission, objectives, and participants in a project and details what is included and excluded in the project. It provides delineation of roles and responsibilities, outlines the project objectives, identifies the main stakeholders, and defines the roles and responsibilities of the project manager. It also serves as a reference of authority for the future of the project.

**The Project Charter Contents**

1. Project Team Members and Key Stakeholders
2. Project Description
3. Project Goals and Objectives
4. Project Scope
5. Financial Information
  - a. Capital Cost, financing, funding sources, operating impacts, Rate of Return (if applicable), replacement costs.
6. Schedule
7. Procurement Options and Delivery Methodology
8. Communication & Reporting
9. Constraints and Risks
  - a. A constraint is anything that limits the range of solutions or approaches.
  - b. A risk is anything uncertain that may occur that will impact project success

A draft Project Charter (Appendix 'A') has been prepared for Council consideration and approval.

**FINANCIAL CONSIDERATIONS:**

See report ASR-016/2020, Central Fire Station Project Financial Overview.

**OTHERS CONSULTED:**

- 1) WFES Officers
- 2) Deputy Fire Chief
- 3) Strategic Leadership Team

**ATTACHMENTS:**

Appendix 'A' – Central Fire Station Project Charter

Respectfully submitted by,

Approved by,

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Morgan Alcock  
Fire Chief/CEMC

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William Kolasa  
Chief Administrative Officer

## **APPENDIX “A”**

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## **PROJECT CHARTER**

Township of Wainfleet

"Central" Fire Station

Project Number FS-2020-001

**PROJECT NAME:** Township of Wainfleet – New "Central" Fire Station

**PROJECT NUMBER:** FS-2020-001

**PROJECT LOCATION:** 42143 Highway 3, Wainfleet, ON

### **1.0 TEAM MEMBERS AND STAKEHOLDERS**

#### **A. Internal Project Team**

<b>Function</b>	<b>Name</b>	<b>Role and Responsibility</b>
CAO - Project Sponsor	William Kolasa	Liaison with Council and Project Team
Fire Chief	Morgan Alcock	Internal Project Team Lead/Manager- External Liaison
Treasurer	Mallory Luey	Finance Department Representative
Deputy Fire Chief	Shawn Schutten	Fire & Emergency Services Representative
Ops. Manager	Richard Nan	Facilities/Fleet/Roads Representative

#### **B. Stakeholders**

<b>Function</b>	<b>Name</b>	<b>Description of Interest &amp; Potential Impact</b>
Approval Authority	Township Council	Project Funding Approval & Support
Allied Agency	Niagara EMS	Shared Facility & Tenant
Firefighters	Leanne Johnson	WVFF Association President
Agricultural Ratepayers	Various Agri-operators	Benefactor
Commercial Ratepayers	Ben Berg, etc.	Shared Studies and Benefactor
Residential Ratepayers	Citizens	Benefactor

#### **C. Agencies and Authorities Having Jurisdiction**

<b>Function</b>	<b>Name</b>	<b>Description of Interest &amp; Potential Impact</b>
TW - Planner	Sarah Ivins	Zoning & OPA
TW - CBO	Dave Methot	Building Permit
TW – Drainage Super.	Mark Jemison	Munic. Drain impact
Niagara Region - Planner	TBD	Planner
Niagara Region - Design	TBD	Concept Site Plans
NPCA	TBD	None at this time
MTO	TBD	Traffic Impact

### **2.0 PROJECT DESCRIPTION**

For reasons including aging infrastructure (buildings), larger fire apparatus, workplace health & safety concerns and changing growth patterns within the community, a new station will be required for the Fire Service to continue to provide fire protection services in an efficient and effective manner as approved by Council. The new central station will address many of the needs and concerns of the Fire Service personnel and the wider community, as well as creating a healthy work environment for firefighters. The projected timeline for this project is 18-24 months.

### **3.0 PROJECT GOALS AND OBJECTIVES**

#### **3.1 Why is the project being constructed?**

The new central station is the result of multiple studies, aging buildings, and Health & Safety concerns.

#### **3.2 What are 5 key objectives and outcomes of the project**

- a) Much needed new station
- b) Room for long term growth including the potential addition of apparatus to meet long term needs of the community.
- c) Health & Safety of firefighters, by complying with Ministry of Labour orders c.2015
- d) Expanding service to customers
- e) Maintain labour peace with WVFF Association, by complying with Ministry of Labour Section 21 guidelines and industry best practices

#### **3.3 Rank the following (Scope, Time, Costs, Quality) in order of priority. (1 being highest priority, 4 being lowest) based the understanding of the project and explain rationale.**

- 1. Quality:** Reduce long term operating and maintenance costs while keeping personnel safe and healthy with quality workmanship.
- 2. Cost:** Staying within budget reinforces the accuracy of the project plan as well as the fiscal integrity of the Project Team as it relates to the long term financial sustainability of the Township.
- 3. Time:** Staying on time will show the firefighters and the community the Township is committed to the project and care about their welfare and safety.
- 4. Scope:** Staying within the scope with one consistent message to both staff, stakeholders and the public will reduce the risk of project expansion or contraction which could result in cost overruns and unmet expectations.

#### **3.4 Rationale:**

Due to the aging existing building(s) in Winger and Marshville, with known health & safety issues, and existing Ministry of Labour Orders. New safe, clean, male and female facilities, basic quarters with kitchen and association space will provide meet requirements of Association and address Health & Safety issues. The new station will provide the space required for long term use, while providing the level of service set out in the Establishing & Regulating By-law while meeting the needs and expectations of the community.

### **4.0 PROJECT SCOPE**

#### **List what is in the project scope (Project Requirements)**

- 6 bay central fire station with onsite training room (to also act as Township's primary Emergency Operations Centre)
- Safe, clean, basic needs, male and female facilities, basic kitchen
- Needs to be constructed quickly within 18-24 months
- Renovation of existing barn to accommodate new Station on site



## **PROJECT CHARTER**

Township of Wainfleet

"Central" Fire Station

Project Number FS-2020-001

### **List what is not in scope**

- Apparatus Needs
- Training Grounds

### **List any operating or project constraints**

- 18-24 month timeline
- Weather
- Budget
- Provincial, Municipal Emergencies
- Material Shortages
- Shortage of Skilled Labour/Labour Disputes

## **5.0 BUDGET**

1. The major expenditure component categories of the budget (Table below)
2. The major revenues (To be developed by Finance Dept.)

Phase	Expenditure Category + Description	Estimated Expenditures	Status
<b>PHASE 1 2019 Budget</b>	Purchase Property	\$ 450,000.00	Complete
	Topographical & Survey	\$ 4,500.00	Complete
	Geotechnical Survey	\$ 10,000.00	Complete
	Traffic Impact Study	\$ 10,000.00	Complete
	Hydrological Study	\$ 20,000.00	To Be Completed
	Storm Water Management Plan	\$ 20,000.00	To Be Completed
	Drainage Engineering	\$ 10,000.00	In Progress
	Tree Removal	\$ 3,000.00	In Progress
	Fire Pond	\$ 7,000.00	To Be Completed
	Barn Renovation	\$ 30,000.00	To Be Completed
	Demolition of House	\$ 10,000.00	In Progress
	Temporary Electrical Work	\$ 3,000.00	To Be Completed
	Signage	\$ 2,000.00	To Be Completed
	Design Architect & Engineer	\$ 270,500.00	In Progress
	<b>Phase 1 Sub-total</b>	<b>\$ 850,000.00</b>	<b>In Progress</b>
<b>PHASE 2 2020 Budget</b>	Construction	\$ 3,750,000.00	To Be Completed
	Landscaping & Site Finishing	\$ 300,000.00	To Be Completed
	Fixtures, Furniture & Equipment	\$ 250,000.00	To Be Completed
	Contingency	\$ 200,000.00	N/A
	<b>Phase 2 Sub-total</b>	<b>\$ 4,500,000.00</b>	<b>To Be Completed</b>
<b>ESTIMATED TOTAL PROJECT COSTS</b>		<b>\$ 5,350,000.00</b>	



**PROJECT CHARTER**

"Central" Fire Station

Project Number FS-2020-001

**6.0 SCHEDULE**

Key Objectives & Tasks	Month																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Oct. 2020	Nov.	Dec.	Jan. 2021	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Jan. 2022	Feb.	Mar. 2022
<b>Planning &amp; Design</b>	<b>Planning &amp; Design</b>																	
Architectural Design & Engineering																		
Contractor Pre-Qualification																		
Plans Review & Approval																		
Tender for Construction Contractor																		
<b>Construction</b>						<b>Construction</b>												
Site Prep. & Excavation																		
Foundation																		
Structure																		
Finishes																		
Landscaping																		
<b>Completion</b>																<b>Completion</b>		
Pre Delivery Inspection & Deficiency Review																		
Systems Training																		
Hand off & Celebration/ Grand Opening																		
Post Project Review & Analysis																		

**7.0 CONSTRUCTION PROCUREMENT**

Recommended Construction delivery method and Rationale.

**Design/Bid/Build.**

- Design-** Submit Request for Proposal (RFP) for a Design Firm/Consultant for the development of one full set of building specifications and Contract Management.
- Pre-Qual.** Conduct contractor pre-qualification to "shortlist" potential bidders.
- Bid-** Submit Request for Tender (RFT) to all pre-qualified contractors, who will be invited to bid on the same style of construction and building specifications as per the Design Firm.
- Build-** Successful Contractor to construct completed building as per contracted timeline and price.

**Procurement method and rationale****RFP for Design, Engineering & Contract Management Firm-**

Provides the Township with the ability to compare firms on previous projects, design styles and abilities, and set specifications for building's design and construction. Successful firm will be responsible to the issuance of the Pre-Qualification, Tender documents and contract management.

**Contractor Pre-Qualification-**

Provides the Township with the ability to ensure quality contractors based on previous project experience and references.

**Tender-**

All pre-qualified contractors invited to bid on project based on set specifications (Compare Apples to Apples). Lowest bidder is typically awarded the contract, which ensures competitive pricing for purchaser. Qualified Contractor works with Design Firm and Internal Project Manager to ensure project is delivered within the set parameters approved by Council.

**Contract type and rationale****Fixed Price Contract-**

Given that the project should be well designed, and in an attempt to control the budget, a fixed price contract transfers a large portion of the risk to the contractor. The terms of the contract with a fixed price provides clear expectations of final budget costs, less any change orders from the purchaser. Having a well-planned project should reduce the number of change orders.

**8.0 COMMUNICATION & REPORTING**

The Internal Project Team Lead/Manager in consultation with the Project Sponsor and the Design Firm will regularly report project status to the Approval Authority (Council).

**9.0 RISK MANAGEMENT**

Identify 3 potential risks to the project and what potential mitigation measure for each risk

No	Risk Description	Impact	Mitigation Measures
1	Material & Labour Shortages	Construction Delays	Pre-approved list of alternative materials and sub-contractors.  Possibly utilize a bonus/penalty program for performance.
2	Change Orders & Cost Overruns	Increased project costs and possibly running over budget	Proper and complete pre-planning and contingency fund.  Fixed Price Contract.
3	Sociopolitical	Change in scope, budget impacts, impediments & delay.	Clearly defined roles & responsibilities.  Project sponsor to liaise and mediate

## PLANNING STAFF REPORT

PSR-009/2020

**TO:** Mayor Gibson & Members of Council

**FROM:** Sarah Ivins, Planner

**DATE OF MEETING:** September 1, 2020

**SUBJECT:** Subdivision Agreement and Final Approval of Draft Plan of Subdivision P01/2018W (SAW Developments Inc.)

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### **RECOMMENDATION(S):**

**THAT** Planning Staff Report PSR-009/2020 be received; and

**THAT** the by-law attached as Appendix “B” be adopted by Council to authorize the Mayor and Clerk to execute the subdivision agreement with SAW Developments Inc.; and

**THAT** the by-law attached as Appendix “C” be adopted by Council to amend By-law 042-2010 to add Jacob Lane to the consolidated list of street names; and

**THAT** staff be authorized to grant final approval upon execution of the subdivision agreement.

### **EXECUTIVE SUMMARY:**

The purpose of this report is to obtain a Council decision regarding final approval of draft plan of subdivision, File No. P01/2018W (SAW Developments Inc.), and to authorize a subdivision agreement in order to control development of the subject lands.

### **BACKGROUND:**

The subject lands, shown in Figure 1, are located on the west side of Highway #3 between Feeder Road West and Abbey Road and are within the Hamlet of Wainfleet.

The lands are approximately 7.64 hectares in size and the surrounding land uses include residential, agricultural and institutional.

The subject lands are known municipally as Concession 3, Part of Lot 18, RP 59R9242 Parts 2, 3, 4, 5, 8, 14, 12, Township of Wainfleet.

Figure 2 – Draft Plan of Subdivision



At the same meeting, Council approved By-law 061-2019, being a by-law to amend Zoning By-law 581-78 to rezone the subject lands from Residential – R1(H) & Hazard – H to Residential – R1-355 with an Environmental Protection Overlay to facilitate development of the subdivision.

### **OPTIONS/DISCUSSION:**

Since receiving approval of the draft plan of subdivision, the developer (SAW Developments Inc.) has been working to address the 41 conditions imposed by the Township. This included negotiations with Township staff regarding a subdivision agreement.

The developer submitted a formal request for final approval on June 8, 2020 as they felt that they have or will comply with all 41 conditions.

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

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

There have been no changes between the draft plan of subdivision and the final plan of subdivision. It is staff's opinion that the plan is in conformity with the approved draft plan.

All of the 41 conditions imposed on the draft approval have been, or will be, fulfilled. A chart listing the 41 conditions along with SAW Developments Inc. and staff comments is attached as Appendix "A".

The conditions remaining to be fulfilled are the execution of the subdivision agreement, the registration of the subdivision agreement on title, the registration of the subdivision plan (59M) and easement plan (59R), the payment of fees and securities to the Township and the dedication of lands to the Township. If Council authorizes the execution of the subdivision agreement attached as Appendix "B", these outstanding conditions will be fulfilled as they are requirements of the subdivision agreement.

Once the plan of subdivision is registered, a new municipal road allowance will be created. Staff have approved the name Jacob Lane as it complies with the road naming policies contained within the Township's Municipal Addressing Policy. To formalize the approved name, an amendment to Schedule "A" of By-law 042-2010, being a by-law to adopt municipal and private road names in the Township of Wainfleet, is required. The amending by-law is attached as Appendix "C".

Staff recommend that Council approve the final plan of subdivision and authorize the entry into a subdivision agreement for the Marshville Drive Subdivision in order to control the development of the lands.

**FINANCIAL CONSIDERATIONS:**

Schedule E of the Subdivision Agreement (Financial Obligations and Cost of Construction) outlines the required cash payments and securities.

**OTHERS CONSULTED:**

- 1) Strategic Leadership Team
- 2) Township Legal

**ATTACHMENTS:**

- 1) Appendix A – Conditions of Approval Chart
- 2) Appendix B – By-law to authorize execution of subdivision agreement
- 3) Appendix C – By-law to amend By-law 042-2010 (Road Names By-law)

Respectfully submitted by,

Reviewed by,

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Sarah Ivins  
Planner

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Mallory Luey  
Manager of Corporate Services/Treasurer

Approved by,

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William J. Kolasa  
Chief Administrative Officer



## **APPENDIX “A”**

### CONDITIONS OF APPROVAL CHART

No.	Condition	Agency	How Condition Has Been Fulfilled	Staff Comments
DRAFT PLAN				
1	That this approval applies to the SAW Developments Inc. Draft Plan of Subdivision, Concession 3, Part of Lot 18, RP 59R9242 Parts 2, 3, 4, 5, 8, 14, 12, Township of Wainfleet, prepared by Chambers and Associates Surveying Ltd, dated June 7, 2019 and numbered 88464-4_DP rev2.	Township	N/A	The lands subject to draft approval are the same as those subject to final approval.
2	That the headings inserted in these draft plan conditions are inserted for convenience only and shall not be used as a means of interpreting these draft plan conditions.	Township	N/A	Administrative condition.
3	That this approval is for a period of three (3) years. Approval may be extended pursuant to Section 51 (33) of the Planning Act R.S.O. 1990, c.P.13 but no extension can be granted once the approval has lapsed. If the Owner wishes to request and extension to the approval, a written explanation on why the extension is required must be submitted for Council's consideration, prior to the lapsing date.	Township	N/A	SAW Developments Inc. has requested final approval well before the lapsing date of July 23, 2022.
4	That if final approval is not given to this draft plan within three (3) years of the approval date, and no extensions have been granted, approval will lapse under Section 51 (32) of the Planning Act. R.S.O. 1990, c.P.13.	Township	N/A	SAW Developments Inc. submitted a request for final approval on June 8, 2020. Consideration by Council is scheduled for September 1, 2020.
5	That prior to final approval, the Owner shall provide three (3) paper copies and an electronic copy of the pre-registration plan, prepared by an Ontario Land Surveyor, and a letter to the Township of Wainfleet stating how all the conditions imposed have been or are to be fulfilled.	Township	3 paper copies of the pre-registration plan have been submitted along with electronic copy. This form shall be accepted as the letter to the township of how the conditions are or to be filled.	The pre-registration plan prepared by Chambers & Associates Surveying Ltd. has been submitted along with an electronic copy.  This chart has been modified by staff to include this column for additional comments.
6	That it is the Owner's responsibility to fulfill the conditions of draft plan approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Township, quoting file number P01/2018W and referencing the conditions that are cleared.	Township	Clearance letters have been obtained and submitted from the following agencies: Enbridge, Bell, Canada Post, Hydro One, MTO, Niagara Region	Staff have reviewed the clearance letters from the listed agencies.

No.	Condition	Agency	How Condition Has Been Fulfilled	Staff Comments
<b>LAND TRANSFERS AND EASEMENTS</b>				
7	That prior to final approval, the Owner agrees to deed any and all easements that may be required for access, utility and drainage purposes be granted to the appropriate authorities and utilities.	Township	An easement plan has been prepared and submitted which will grant any and all access required.	Section 8 and Schedule C of the subdivision agreement requires easements for drainage and utilities. Easement Plan prepared by Chambers & Associates Surveying Ltd. has been submitted.
8	That prior to final approval, the transaction for the transfer of part of the existing Marshville Drive road allowance, identified as Parts 3, 12 and 14 on Reference Plan 59R-9242, from the Township of Wainfleet to SAW Developments Inc. be completed.	Township	Land Transfer has been completed.	The required transfer was completed on October 8, 2019.
<b>AGREEMENTS AND FINANCIAL REQUIREMENTS</b>				
9	That prior to final approval, the Owner shall enter into a suitable subdivision agreement with the Township of Wainfleet. The subdivision agreement shall contain all matters set out as conditions of approval as deemed necessary in this decision and any other matters as deemed appropriate by the Township to satisfy all requirements, financial or otherwise including, but not limited to the provision of roads and the installation of drainage. The subdivision agreement shall be registered against the lands to which it applies prior to registration of the plan of subdivision and shall be completed at the Owner's expense. The subdivision agreement may contain provisions for the phasing of the subdivision.	Township Region	Subdivision Agreement has been submitted to the township within the submission of this final application.	<p>A draft subdivision agreement has been negotiated between staff and SAW Developments Inc.</p> <p>A by-law authorizing the Mayor and Clerk to execute the subdivision agreement is scheduled to be considered by Council on September 1, 2020.</p>
<b>ZONING</b>				
10	That prior to final approval, the zoning by-law amendment application (File No. Z04/2018W) has come into effect in accordance with the provisions of Section 34 of the Planning Act R.S.O. 1990, c.P.13.	Township	Zoning bylaw has come into affect as of August 13,2019.	File Z04/2018W was approved on July 23, 2019 and no appeals were received.
11	That prior to final approval, the Owner shall submit to the Township of Wainfleet three (3) paper copies and an electronic copy of the draft plan and a letter prepared by an Ontario Land Surveyor to confirm zoning compliance.	Township	3 paper copies and electronic file have been submitted with this application along with the letter from the Ontario Land Surveyor confirming zoning compliance.	The draft plan prepared by Chambers & Associates Surveying Ltd. has been submitted in both paper and electronic format along with a letter confirming zoning compliance.

No.	Condition	Agency	How Condition Has Been Fulfilled	Staff Comments
<b>ROADS</b>				
12	That the Owner agrees that the road allowance shown on the draft plan shall be built to Township standards and be dedicated as public highways.	Township	SAW Developments Inc. agrees that the road allowance will be built to the submitted detail engineering drawings for the proposed roads and cross section. See Section 14 Roads in the subdivision agreement.	Sections 7 and 14 of the subdivision agreement and the approved engineering drawings fulfill this condition.
13	That the public streets be named to the satisfaction of the Township of Wainfleet.	Township	Email from Sarah Ivins dated Feb 28th confirms her approval of the street name submitted "Jacob Lane".	Jacob Lane complies with the road naming policies in the Township's Municipal Addressing Policy.  An amendment to the road naming by-law (042-2010) will be required. By-law is scheduled to be considered by Council on September 1, 2020.
14	That the Owner provide detailed engineering design drawings for street lighting facilities required to service the subject lands to the Township Manager of Operations for review and approval.	Township	Detailed engineering design drawings for street lighting facilities have been submitted.	Engineered drawings prepared by DATOM Group Ltd. dated December 11, 2019 (revised date April 29, 2020) have been approved by Hydro One and the Manager of Operations.
15	That the Owner provide detailed engineering drawings for the proposed roads and drainage required to service the subject lands to the Township Manager of Operations for review and approval.	Township	Detailed engineering drawings for the proposed roads and drainage have been submitted.	Engineered grading, stormwater management and plan/profile drawings prepared by JAM Engineering and Construction Inc. dated July 13, 2020 have been approved by the Manager of Operations.
16	That the Owner provide a signage plan for all signage required for the subject lands, including but not limited to street name signs, stop signs, parking signs, speed limit signs, to the Township Manager of Operations for review and approval.	Township	Signage plan for all signage required for the subject lands has been submitted.	Drawings prepared by JAM Engineering and Construction Inc. dated July 13, 2020 show the signage required.
17	That the subdivision agreement contain provisions for the staging of construction equipment, construction access, signage and dust control.	Township	The detailed engineering drawings contain provisions for the staging of construction equipment, construction access, signage and dust control.	Section 9 of the subdivision agreement and the approved engineering drawings fulfill this condition.

No.	Condition	Agency	How Condition Has Been Fulfilled	Staff Comments
<b>SERVICES</b>				
18	That the Owner shall install sustainable private services in accordance with the recommendations in Section 7 of the Hydrogeological Assessment prepared by Terra-Dynamics Consulting Inc. (dated June 2018) or otherwise satisfactory to the Township.	Township	Private septic services design will be submitted and approved on a lot by lot basis to the satisfaction of the township with respect to the recommendations in Section 7 of the Hydrogeological Assessment prepared by Terra-Dynamics Consulting Inc. (dated June 2018).  Contained in Schedule H Special Provisions.	Item 3 of Schedule H requires the installation of sustainable private services in accordance with the recommendations of the Hydrogeological Assessment.
19	That the two remaining on-site shallow groundwater monitoring wells from 2008 be decommissioned by a Ministry of Environment, Conservation & Parks (MECP) licensed water well contractor per Regulation 903 of the Ontario Water Resources Act.	Township	The Ground water Wells have been decommissioned and the reports have been submitted with the application.	Ministry of Environment, Conservation & Parks (MECP) well records have been submitted confirming that the wells have been decommissioned.
<b>UTILITIES</b>				
20	That prior to final approval, the Owner shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities.	Township Utilities	See attached Hydro electrical distribution system layout. Along with Bell Layout	Developer has consulted with all utilities and submitted engineered plans for utility distribution.
21	That the Owner shall covenant and agree in the subdivisions agreement that hydro electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the Township as underground facilities within the public road allowances or within other appropriate easements, as approved on the overall utility distribution plan, to the satisfaction of the Township and authorized agencies.	Township	See subdivision agreement Section 21.2	Section 21 of the subdivision agreement contains provisions to fulfill this condition.
22	That the Owner shall indicate in the subdivision agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.	Township Bell Canada	Bell has confirmed the Clearance letter is sufficient to meet this condition. No private road there fore no easement required.	Bell Canada provided a clearance letter dated March 12, 2020 indicating that the Developer has satisfied Bell Canada's condition relating to the provision of communication/telecommunication infrastructure.

No.	Condition	Agency	How Condition Has Been Fulfilled	Staff Comments
NIAGARA REGION PLANNING AND DEVELOPMENT SERVICES DEPARTMENT				
23	<p>That prior to the approval of the final plan of subdivision or the undertaking of any on-site grading or storm servicing, the owner shall submit a detailed stormwater management plan and all associated engineering drawings (stamped and signed by a qualified professional engineer in accordance with the Ministry of the Environment and Climate Change's 'Stormwater Management Planning and Design Manual' (2003) and the Niagara Peninsula Conservation Authority's 'Stormwater Management Guidelines' (2010)) to the Niagara Region Planning and Development Services Department for review and approval. The required stormwater management engineering submission shall include (but not be limited to):</p> <p>a. Detailed lot grading, servicing and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site.</p> <p>b. Detailed erosion and sedimentation control plans.</p> <p>c. Detailed phasing of construction of the stormwater management facility to coincide with phasing of development of residential lands (internal and external to the subdivision) planned to be serviced by the stormwater management facility.</p> <p>Note: The above plans and drawings shall also implement the mitigation measures and recommendations contained in the Environmental Impact Study Addendum prepared by Colville consulting Inc. dated April 2019 (e.g., grading, sediment and erosion control, dust suppression, topsoil storage, permanent and/or temporary fencing), to the satisfaction of Niagara Region Environmental Planning staff.</p>	Region	Storm water management plan and report as well as the Electrical distribution system plans which cover the listed item have been submitted with the application	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.

No.	Condition	Agency	How Condition Has Been Fulfilled	Staff Comments
24	That the subdivision agreement between the owner and the Township contain provisions whereby the owner agrees to implement the approved plan(s) required in accordance with condition 23 above.	Region	Subdivision Agreement clause 14.1 & 15.1 & 16.1 contains provisions for implementing the approved plans.	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.
25	<p>That the subdivision agreement between the owner and the Township contain provisions whereby the owner agrees to implement the following mitigation measures as recommended by the Environmental Impact Study Addendum prepared by Colville Consulting Inc. dated April 2019:</p> <p>a. Vegetation removal must be undertaken between October 16 and mid-March, outside of both the breeding bird nesting period and bat active season.</p> <p>b. Filling (grading) of any vernal pools located within the limits of construction impact should be conducted during dry conditions.</p> <p>c. Any wildlife (amphibians) residing in any permanent pools located within the limits of construction impact should be relocated to a suitable habitat within Lot 10 (as described in the EIS Addendum Section 7.1). Wildlife salvage/relocation must be undertaken by a qualified professional immediately prior to any vegetation removal or filling (grading) of pockets of standing water within the development area.</p> <p>d. Uncommon plant species (e.g. marsh speedwell, Pennsylvania bitter cress and shallow sedge) located within the limits of construction impact should be transplanted into a suitable habitat area within Lot 10 (as described in the EIS Addendum Section 7.1). Plant relocations must be undertaken by a qualified professional prior to any vegetation removal.</p> <p>e. Any security lighting to be installed on future building should be directed away from the retained portions of</p>	Region	Provisions contained in schedule H Special Provisions.	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.



No.	Condition	Agency	How Condition Has Been Fulfilled	Staff Comments
	woodland (including vernal pools).  f. Standard best management construction practices shall be used to mitigate construction dust, noise and/or exhaust fumes and prevent spills.			
26	That a Tree Saving Plan be provided for Regional approval, completed in accordance with the requirements listed in the Region's Tree and Forest Conservation By-Law. Should vegetation removals be proposed up to the edge of the Significant Woodland, permanent rear-lot fencing bordering the Woodland should be provided to reduce human encroachment and limit the movement of pets into the adjacent natural areas. A no-gate by-law is recommended.	Region	Contained in Schedule H Special Provisions	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.
27	That the subdivision agreement between the owner and the Township contain provisions whereby the owner agrees to implement the approved Tree Saving Plan required in accordance with condition 26 above, to be reviewed at the time of each Building Permit application.	Region	Contained in Schedule H Special Provisions	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.
28	That the owner agrees to include the following warning clauses in all Agreements of Purchase and Sale or Lease for all Lots.  <i>"This Plan of Subdivision has an approved Tree Saving Plan. It may be a violation of Niagara Region By-law 30-2008 (Regional Tree By-law) to remove trees in a manner not in accordance with the approved Tree Saving Plan."</i>  Note: The subdivision agreement shall also contain the above warning clause.	Region	Contained in Schedule G Building Restrictions	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.
29	That the owner ensure that all streets and development blocks can provide an access in accordance with the Regional Municipality of Niagara Corporate Policy and By-laws relating to the curbside collection of waste and recycling throughout all phases of development.	Region	Plans submitted include the provision for a parking lot turn around deemed sufficient for waste collection vehicles to turn around and service the subdivision.	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.

No.	Condition	Agency	How Condition Has Been Fulfilled	Staff Comments
30	That the owner provide confirmation that there is an easement or agreement over the adjacent Township of Wainfleet property in order to allow access for the Regional waste/recycling vehicles. The owner and Township of Wainfleet will be required to complete an Indemnity Agreement with Niagara Region prior to the commencement of Regional waste collection services.	Region	Indemnity agreements will be completed prior to commencement of service. Included in Schedule H Special Provisions.	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.
31	That the owner agrees to implement and maintain the recommendations outlined in the “Noise Feasibility Study, Proposed Residential Development, Part of Lot 18, Concession 3, Highway 3, Wainfleet, Ontario” prepared by HGC Engineering and dated September 13, 2018.	Region	Contained in Schedule G Building Restrictions	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.
32	<p>That the owner agrees to include the following warning clauses in all Agreements of Purchase and Sale or Lease for Lots 12 to 14:</p> <p><i>“Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling unit occupants as the sound levels exceed the Municipality’s and the Ministry of Environment, Conservation and Parks’ noise criteria.</i></p> <p><i>This dwelling unit has been designed with the provision for adding central air condition at the occupant’s discretion. Installation of central air condition by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the limits of the Municipality’s and the Ministry of Environment, Conservation and Parks’ noise criteria.”</i></p> <p>Note: The subdivision agreement shall also contain the above warning clauses.</p>	Region	Contained in Schedule G Building Restrictions	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.

No.	Condition	Agency	How Condition Has Been Fulfilled	Staff Comments
33	<p>That the owner agrees to include the following warning clause in all Agreements of Purchase and Sale or Lease for all lots:</p> <p><i>“These lands are in proximity to lands designated for agricultural uses. The lands may be subject to noise, odour, and/or dust from nearby agricultural operations, which may interfere with some activities of the dwelling occupants.”</i></p> <p>Note: The subdivision agreement shall also contain the above warning clause.</p>	Region	Contained in Schedule G Building Restrictions	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.
34	<p>That prior to granting final plan approval, the Township must be in receipt of written confirmation that the requirements of each condition have been met and all fees have been paid to the satisfaction of the Niagara Region.</p>	Region	N/A	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.
35	<p>Prior to final approval for registration, a copy of the executed subdivision agreement for the proposed development should be submitted to the Niagara Region for verification that the appropriate clauses pertaining to any of these conditions have been included.</p> <p>Note: The Niagara Region recommends that a copy of the draft agreement also be provided in order to allow for the incorporation of any necessary revision prior to execution.</p>	Region	Circulated	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.
36	<p>In order to request clearance of the above noted Regional conditions, a letter outlining how the conditions have been satisfied, together with all studies and reports (two hard copies and a PDF digital copy), the applicable review fee, and the draft subdivision agreement shall be submitted to the Niagara Region by the applicant as one complete package, or circulated to the Niagara Region by the Township of Wainfleet.</p>	Region	N/A	Niagara Region issued a clearance letter dated July 27, 2020 confirming clearance of this condition.

No.	Condition	Agency	How Condition Has Been Fulfilled	Staff Comments
<b>TOWNSHIP OF WAINFLEET – DRAINAGE</b>				
37	That the subdivision agreement requires that apportionment agreements for the CSW Drain be completed. This condition may be waived by the Drainage Superintendent if the apportionments are able to be included in the current engineering project for the CSW Drain.	Township		Drainage Superintendent has confirmed that the apportionments have been included as part of the work plan for the current engineering project for the CSW Drain.
<b>TOWNSHIP OF WAINFLEET – FIRE &amp; EMERGENCY SERVICES</b>				
38	That prior to final approval, the Owner is required to demonstrate the provision of an adequate water supply storage tank for firefighting purposes on Block 16, to the satisfaction of the Township Fire Chief and Chief Building Official.	Township	Fire Tank Design submitted with application	Fire Tank Design prepared by SAW Custom Homes dated June 5, 2020 and Fire Tank Capacity prepared by JAM Engineering & Construction Inc. dated June 3, 2020 have been reviewed and approved by the Chief Building Official and Fire Chief.
<b>CANADA POST</b>				
39	<p>That the Owner shall complete to the satisfaction of the Manager of Operations of the Township of Wainfleet and Canada Post:</p> <p>a) Include on all offers of purchase and sale, a statement that advises the prospective purchaser:</p> <p>i. That the home/business mail delivery will be from a designated Centralize Mail Box.</p> <p>ii. That the developers/owners be responsible for officially notifying the purchasers of the exact Centralize Mail Box locations prior to the closing of any home sales.</p> <p>b) The Owner further agrees to:</p> <p>i. Work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision.</p>	Canada Post	<p>Notice to buys included in Schedule H Special Provisions</p> <p>The site plan has been developed with the input of Canada Post and a Location for the centralized mail box has been determined to be located on the township granted property Block 16 which also includes the fire suppression tank.</p>	<p>Location and engineering of the required centralized mail box has been approved by Canada Post and is shown in the drawings prepared by JAM Engineering and Construction Inc. dated July 13, 2020.</p> <p>Schedule “H” (Special Provisions) of the subdivision agreement requires the developer to include the items in a) in all offers of purchase and sale.</p>

No.	Condition	Agency	How Condition Has Been Fulfilled	Staff Comments
	<p>ii. Install a concrete pad in accordance with the requirements of and in locations to be approved by Canada Post to facilitate the placement of Community Mail Boxes.</p> <p>iii. Identify the pads above on the engineering servicing drawings. Said pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.</p> <p>iv. Determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.</p> <p>c) Canada Post's multi-unit policy, which requires that the owner/developer provide the centralized mail facility (front loading lockbox assembly or rear-loading mailroom [mandatory for 100 units or more]), at their own expense, will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.</p>			
MINISTRY OF TRANSPORTATION				
40	That Ministry of Transportation permit(s) be obtained prior to any work being done on the site.	MTO	N/A	Requirement for an MTO permit prior to any site alteration has been added to Schedule "H" (Special Provisions) of the subdivision agreement.
41	That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a storm-water management report indicating the intended treatment of the calculated runoff and the impacts of drainage on the Highway #3 right-of-way.	MTO	MTO has been circulated the appropriate plans and has signed off on all items with respect to their clearance letter submitted in the application.	MTO issued a clearance letter dated June 23, 2020 confirming clearance of this condition.

## APPENDIX "B"

### CORPORATION OF THE TOWNSHIP OF WAINFLEET BY-LAW NO. 0XX-2020

Being a by-law to authorize the entering into of a  
Subdivision Agreement with SAW Developments Inc.

**WHEREAS** Section 51(26) of the *Planning Act*, R.S.O. 1990 provides that a municipality or approval authority, or both, may enter into agreements imposed as a condition to the approval of a plan of subdivision and the agreements may be registered against the land to which it applies and the municipality or the approval authority, as the case may be, is entitled to enforce the provisions of it against the owner and, subject to the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the land;

**AND WHEREAS** SAW Developments Inc. wishes to enter into a Subdivision Agreement with the Township of Wainfleet to provide for the development of a subdivision in the Township of Wainfleet, Region of Niagara, Province of Ontario, Draft Plan of Subdivision File No. P01/2018W;

**NOW THEREFORE** the Council of the Corporation of the Township of Wainfleet **HEREBY ENACTS AS FOLLOWS:**

1. **THAT** the Council for the Corporation of the Township of Wainfleet hereby authorizes the entering into a Subdivision Agreement with SAW Developments Inc. for the development of subdivision in the Township of Wainfleet, Region of Niagara, Province of Ontario, a copy of which is attached as Schedule "A" hereto and forms part of this By-law;
2. **THAT** the Mayor and Clerk are hereby authorized and directed to fully execute the Subdivision Agreement attached hereto and forming part of this By-law and any documents related to the agreement and to affix the Corporate Seal thereon upon receipt of all necessary documentation;
3. **AND THAT** this by-law shall come into force and take effect upon the day of its passage.

BY-LAW READ AND PASSED THIS 1<sup>st</sup> DAY OF SEPTEMBER, 2020.

---

K. Gibson, MAYOR

---

W. Kolasa, CLERK



**SCHEDULE "A" TO BY-LAW 0XX-2020**  
**MARSHVILLE DRIVE SUBDIVISION AGREEMENT**  
**(SAW DEVELOPMENTS INC.)**

**MARSHVILLE DRIVE SUBDIVISION AGREEMENT**  
**SAW DEVELOPMENTS INC.**  
**(SUBDIVISION FILE NO. P01/2018W)**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
1. DEFINITIONS .....	4
2. LANDS TO BE SUBDIVIDED .....	7
3. GENERAL PROVISIONS .....	7
4. SERVICING PLANS AND SPECIFICATIONS .....	9
5. DESIGN AND SUPERVISION OF CONSTRUCTION OF SERVICES.....	10
6. BY-LAW(S), DOCUMENTATION, AND REGISTRATION .....	11
7. LAND FOR MUNICIPAL PURPOSES.....	12
8. EASEMENTS FOR MUNICIPAL PURPOSES .....	12
9. GENERAL SERVICES .....	12
10. SURVEY MONUMENTS TO BE PRESERVED .....	15
11. TOWNSHIP’S RIGHT TO ENTER AND REPAIR.....	15
12. SERVICES TO BE COORIDNATED .....	16
13. INTERIM WORKS .....	16
14. ROADS .....	16
15. STORM DRAINAGE SYSTEM.....	16
16. STORMWATER MANAGEMENT FACILITIES.....	17
17. DRIVEWAY APPROACHES .....	17
18. FENCING .....	17
19. STREET AND TRAFFIC SIGNS.....	18
20. ELECTRICAL DISTRIBUTION SYSTEM AND STREET LIGHTING .....	18
21. UTILITY SERVICES .....	18
22. LANDSCAPING.....	18
23. EROSION AND SEDIMENTATION CONTROL .....	19
24. SUBDIVISION GRADING AND DRAINAGE .....	19
25. LOT GRADING AND DRAINAGE.....	20
26. PRIMARY SERVICES & COMPLETION CERTIFICATE FOR PRIMARY SERVICES .....	21
27. SECONDARY SERVICES & COMPLETION CERTIFICATE for SECONDARY SERVICES ...	22
28. MAINTENANCE OF THE SUBDIVISION .....	23
29. CERTIFICATE OF FINAL ACCEPTANCE.....	24
30. ASSUMPTION OF MUNICIPAL SERVICES .....	25
31. BUILDING PERMITS AND OCCUPANCY .....	25

32. TENDERS, INSURANCE, AND BONDING ..... 27

33. SECURITY DEPOSITS AND REFUNDS ..... 28

34. MAINTENANCE GUARANTEE..... 30

35. DEFAULT ..... 30

36. INDEMNIFICATION ..... 32

37. COVENANTS THAT RUN WITH THE LAND ..... 32

38. NOTICE..... 32

39. SCHEDULES ..... 32

40. SPECIAL PROVISIONS ..... 33

41. NUMBER AND GENDER..... 33

42. BINDING EFFECT ..... 33

**TABLE OF SCHEDULES**

SCHEDULE “A” LEGAL DESCRIPTION ..... 34

SCHEDULE “B” LANDS CONVEYED FOR PUBLIC PURPOSES ..... 35

SCHEDULE “C” REQUIRED MUNICIPAL & UTILITY EASEMENTS ..... 36

SCHEDULE “D” LIST OF APPROVED DRAWINGS ..... 37

SCHEDULE “E” FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION ..... 38

SCHEDULE “F” RESERVED ..... 39

SCHEDULE “G” BUILDING RESTRICTIONS ..... 40

SCHEDULE “H” SPECIAL PROVISIONS ..... 42

THIS AGREEMENT made this \_\_\_\_\_ day of, \_\_\_\_\_ 2020.

BETWEEN:

**SAW DEVELOPMENTS INC.**

Hereinafter called the "Developer"

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWNSHIP OF WAINFLEET**

Hereinafter called the "Township"

OF THE SECOND PART

**WHEREAS** the Developer warrants and represents that:

- a) it is the registered owner in fee simple in possession of the lands described in Schedule "A" annexed hereto;
- b) as of the date of execution of this Agreement and on the date of registration of this Agreement, the Developer shall be a valid and subsisting corporation in good standing duly incorporated under the laws of the Province of Ontario;
- c) as of the date of execution of this Agreement, registration of this Agreement and registration of the Plan of Subdivision, there will be no outstanding claims, liens, or encumbrances registered against the lands described in Schedule "A" annexed hereto, alternatively all outstanding liens or encumbrances shall be postponed to this Agreement unless otherwise authorized by the Township in writing; and
- d) this Agreement shall take priority over any subsequent registrations against the Lands;

**AND WHEREAS** the Developer has applied to the Township for approval of a Plan of Subdivision of the Lands described in Schedule "A" annexed hereto;

**AND WHEREAS** the Township's "Conditions of Draft Plan Approval" require that all conditions must be fulfilled before the aforesaid Plan of Subdivision is given final approval, and the Developer must enter into a Subdivision Agreement with the Township to satisfy all its requirements, financial and otherwise, relating to the Lands being subdivided;

**AND WHEREAS** this Agreement is made to satisfy the said Conditions of Draft Plan Approval;

**AND WHEREAS** subsection 51 (26) of the *Planning Act, 1990*, permits the registration of this Agreement against the lands to which it applies;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements to be observed and performed by each of the Parties hereto, and in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by the Developer to the Township, the receipt whereof is hereby acknowledged by the Township, the Parties hereto mutually covenant and agree as follows:

## 1. DEFINITIONS

In this Agreement:

- 1.1 **AGREEMENT** means this Subdivision Agreement.
- 1.2 **ASSUMPTION BY-LAW** means a by-law passed by the Township accepting all of the Works to be constructed hereunder.
- 1.3 **BLOCK** shall mean the whole of a parcel or tract of land create by the Plan of Subdivision.
- 1.4 **BUILDER** means the person engaged by the Developer or subsequent Owner to construct a Building or any other work on any Lot.
- 1.5 **BUILDING BY-LAW** means the Building By-law No. 027-2012, or any successor by-law, passed by the Township and amended from time to time.
- 1.6 **BUILDING** means any structure which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals or chattels, and includes any structure as defined as a Building in the *Building Code Act* or in the Building By-law, but does not include any vehicles as defined herein.
- 1.7 **BUILDING PERMIT** means a permit issued by the Chief Building Official of the Township and required pursuant to the provisions of the *Building Code Act*, as amended, or any successor thereto and the Building By-law of the Township and amendments thereto.
- 1.8 **CHIEF BUILDING OFFICIAL** means the Chief Building Official of the Township as appointed by by-law of the Council, or their designate appointed pursuant to the *Building Code Act*, as amended, or any successor thereto.
- 1.9 **CLERK** means the Clerk of the Township.
- 1.10 **COMPLETION CERTIFICATE OF PRIMARY SERVICES** means the Certificate issued by the Manager of Operations upon satisfactory completion of the Primary Services for the Lands prior to commencement of the maintenance period for the Primary Services as installed.
- 1.11 **COMPLETION CERTIFICATE OF SECONDARY SERVICES** means the Certificate issued by the Manager of Operations upon satisfactory completion of the Secondary Services for the Lands prior to commencement of the maintenance period for the Secondary Services as installed.
- 1.12 **COST OF CONSTRUCTION** means the cost of construction approved by the Manager of Operations and may include engineering fees ancillary thereto.
- 1.13 **COUNCIL** means the Council of the Corporation of the Township of Wainfleet.
- 1.14 **DEVELOPER** shall mean the applicant for the approval of a Plan of Subdivision and the registered owner or owners in fee simple of the lands for which the Plan of Subdivision is proposed and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.
- 1.15 **DEVELOPER'S CONSULTING ENGINEER** means the person or persons registered with the Professional Engineers of Ontario who are employed by the Developer, at its own expense, to provide engineering services for the Plan of Subdivision.
- 1.16 **DEVELOPMENT CHARGES** means the development charges imposed under the Township's Development Charge By-law No. 050-2016, or any successor by-

law, as prescribed by the *Development Charges Act, 1997*, as amended, or any successor thereto.

- 1.17 **EASEMENTS** shall mean the easements described in Schedule "C" annexed hereto, which forms part of this Agreement.
- 1.18 **FINAL DEFAULT** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the Township, as provided in Section 35 hereof.
- 1.19 **FINAL CERTIFICATE OF COMPLETION OF SERVICES** means the certificate issued by the Manager of Operations after the end of the maintenance period certifying that all Works required by this Agreement are acceptable for assumption by the Township.
- 1.20 **FRONT LOT LINE** means the front lot line as defined in the Township's Zoning By-law No. 034-2014, as amended, or any successor thereto.
- 1.21 **GRADING CONFORMANCE CERTIFICATE** means the Certificate identified in Section 25 hereof.
- 1.22 **LANDS** means the lands described in Schedule "A" annexed hereto, and forming part of this Agreement.
- 1.23 **LETTER OF CREDIT** means a standby municipal, irrevocable Letter of Credit issued by a major chartered bank or credit union, posted with the Township pursuant to the terms of this Agreement. The Letter of Credit shall be in form satisfactory to the Township and shall contain a clause that automatically renews it from year to year, unless the Township gives written notice that it does not require the Letter of Credit to be renewed.
- 1.24 **LETTER OF OCCUPANCY** means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling, as required by Section 31 hereof.
- 1.25 **LOCAL IMPROVEMENT** shall include utilities, fencing, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the *Local Improvements Act* or the *Municipal Act*, as amended, or any successor thereto.
- 1.26 **LOT** means a lot as defined in Township's Zoning By-law No. 034-2014, as amended, or any successor thereto.
- 1.27 **LOT FRONTAGE** means lot frontage as defined in Township's Zoning By-law No. 034-2014, as amended, or any successor thereto.
- 1.28 **LOT GRADING DEPOSIT** means a deposit of security as specified in Section 25 hereof.
- 1.29 **LOT GRADING PLAN** means a drawing showing grades, swales, and drainage patterns and may include catch basins and floor heights in relation to grades for each individual Lot in the Plan of Subdivision.
- 1.30 **MAINTENANCE GUARANTEE** means an undertaking by the Developer to the Township that all Works constructed under this Agreement will function as designed and will not fail in any manner whatsoever so as to cause a risk to public safety or private lands, Building or structures within the Plan of Subdivision or immediately adjacent boundary lands, and that should the Works, or any of them, fail or not perform their intended function within the specified maintenance guarantee period, they will be replaced or repaired to the satisfaction of the Manager of Operations by the Developer at its cost.



- 1.31 **MAINTENANCE GUARANTEE PERIOD** means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Primary Services or Secondary Services, as the case may be, which period is defined in Section 34 hereof.
- 1.32 **ONTARIO LAND SURVEYOR** means a surveyor commissioned by the Province of Ontario and qualified to establish monuments that define the boundaries of a parcel or parcels of land and to prepare all necessary reference plans and surveys for the purpose of the Agreement.
- 1.33 **MANAGER OF OPERATIONS** means the Manager of Operations for the Township, or their designate.
- 1.34 **OWNER** means the applicant for a Building Permit for one of the Lots or Blocks and includes the person on whose behalf an application for a Building Permit is made.
- 1.35 **PARTY** shall mean a party to the Agreement and the successors or permitted assigns.
- 1.36 **PLANNER** means the Planner for the Township, or their designate.
- 1.37 **PLAN OF SUBDIVISION** means the Plan of Subdivision of the Lands described in Schedule "A" approved for registration by the Township and registered on title pursuant to the provisions of the *Planning Act*.
- 1.38 **PLANS** means all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Manager of Operations prior to execution of this Agreement by the Township.
- 1.39 **PRE-SERVICING** means the installation of Works prior to registration of this Agreement.
- 1.40 **PRIMARY SERVICES** means all private utilities and all municipal services including, without restricting the generality of the foregoing, shall include: storm water management facilities, roads (including base coarse asphalt), footpaths, street lighting, and drainage works and swales (including hydroseeding and landscaping).
- 1.41 **PRIVATE UTILITIES** means telephone, hydro-electric systems, natural gas systems, and cable television systems.
- 1.42 **REGION** means the Regional Municipality of Niagara.
- 1.43 **REGIONAL PUBLIC WORKS DEPARTMENT** means the Regional Municipality of Niagara Public Works Department.
- 1.44 **RESERVE STRIP** shall mean a parcel of land conveyed by the Developer to the Township in fee simple, free of encumbrances, abutting a Street Line and separating the street from the next abutting Lot, for the purpose of preventing legal access from said street to the said next abutting Lot.
- 1.45 **SECONDARY SERVICES** means all works to be installed, constructed, or erected which are not Primary Services or private utilities, and without limiting the generality of the foregoing, shall include: top course roadway asphalt, paved driveway aprons, sidewalks, fencing, and sodding/hydroseeding, landscaping, and tree plantings of boulevards and hydroseeding and tree plantings of park blocks and stormwater management blocks.
- 1.46 **SECTION**, when used in reference to a numbered part of the Agreement, means:

- a) a complete section including all its sections and subsections;
  - b) a particular subsection including its subsections; and
  - c) a particular subsection as the context may dictate or require.
- 1.47 **STORM WATER MANAGEMENT FACILITY** means a system of physical works including but not necessarily only, such things as storm water structures or ponds and infiltration trenches or pits located at the downstream end of a storm sewer conveyance system (including roof rain water leaders) that are designed to treat storm water and control pollution and control storm water runoff to predetermined levels prior to discharge to receiving surface water courses and subsurface ground water regimens.
- 1.48 **STORM WATER MANAGEMENT REPORT** means an approved storm water management report and specifications prepared by the Developer in accordance with Section 16 of this Agreement.
- 1.49 **STREET** means street as defined in the Township's Zoning By-law No. 034-2014, as amended, or any successor thereto.
- 1.50 **STREET LINE** means Street Line as defined in Township's Zoning By-law No. 034-2014, as amended, or any successor thereto.
- 1.51 **SUBDIVISION** means the division of a parcel of land into lesser parcels by means of a registered Plan of Subdivision.
- 1.52 **SUBDIVISION GRADE CONTROL PLAN** shall mean a plan for the purpose of controlling the overall drainage pattern through the establishment of relative surface elevations in accordance with good engineering and drainage practices as shown in Schedule "D", annexed hereto.
- 1.53 **SUPERVISION** means the inspection and scrutiny of every phase of the Works for the express purpose of enforcing the provisions of this Agreement and certifying that the Works have been performed and completed to Township standards in the form prescribed for this purpose and "SUPERVISE" means to carry out such Supervision.
- 1.54 **TOWNSHIP** means The Corporation of the Township of Wainfleet.
- 1.55 **TREASURER** means the Treasurer for the Township, or their designate.
- 1.56 **UTILITY SERVICES** means physical plant including but not limited to pipes, valves, conduits, cables, terminals, transformers, etc. owned and operated by communications, television, hydro, gas and oil companies or any other utility companies.
- 1.57 **WORKS** shall jointly and severally mean and include all Primary Services and Secondary Services and all other matters, both internal and external, and all construction, erection, installation and engineering required to be completed or performed by the Developer pursuant to this Agreement.

## 2. LANDS TO BE SUBDIVIDED

The Lands to be subdivided by the Plan of Subdivision are those lands described in Schedule "A" annexed hereto and the Plan of Subdivision shall be registered against all of such Lands.

## 3. GENERAL PROVISIONS

- 3.1 Unless the context or any other collateral agreements between the Township or

- the Developer otherwise requires, where the Developer is obliged by this Agreement or the approved Plans to make payments or install or construct or carry out any services or action the provisions therefore contained herein shall be deemed to include the words "at the sole expense of the Developer".
- 3.2 The Developer hereby covenants, warrants and agrees to save harmless and keep the Township and its agents, contractors, employees and elected officials indemnified from and against all manner of actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, construction, or operation of any of the Works required under this Agreement, or by reason of the maintenance or lack of maintenance of such Works by the Developer pursuant to the terms of this Agreement or by reason of any defect in workmanship or material.
- 3.3 The Developer and the Township acknowledge and agree that it is their intent that all terms, conditions and covenants contained herein:
- a) shall run with the Lands; and,
  - b) shall be binding upon the Developer, its heirs, executors, administrators, assigns and successors in title, from time to time; and,
  - c) the benefits of the said covenants shall ensure to the Township, its successors and assigns in title, of all roads, streets, and public Lands forming part of or abutting on the Lands.
- 3.4 Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner set out in Section 38.
- 3.5 This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.
- 3.6 The Developer shall impose restrictions as set forth in Schedule "G" annexed hereto on all the Lands so that subsequent Owners will be made aware of and shall strictly adhere to the requirements of this Agreement.
- 3.7 The Developer agrees to be bound by the penalty provisions set forth in Section 67 of the *Planning Act, 1990*, and amendments thereto.
- 3.8 In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of any governmental or other public authorities having jurisdiction at any time from time to time enforced. Without limiting the foregoing, the Developer agrees to comply with and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- 3.9 The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the Township, if at any time the Township, acting reasonably, considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the Township may take action to remedy the situation at the expense of the Developer and in this regard the Township shall also be entitled to draw upon any security filed by the Developer under this Agreement.
- 3.10 If any term of this Agreement shall be found to be *ultra vires* of the Township, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full

force and effect.

- 3.11 The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, or before any court or administrative or other tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Township in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.
- 3.12 Time shall be of the essence of this Agreement.
- 3.13 Prior to execution of this Agreement by the Township, the Developer shall deliver to the Township a Certificate of Status issued by the Ontario Ministry of Government and Consumer Services verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.
- 3.14 The Developer hereby agrees to procure, register and provide to the Township any postponement agreements which the Township solicitor considers necessary to ensure that this Agreement shall have priority over any interest of a mortgagee in the Lands.
- 3.15 The Developer shall notify or cause to be notified each and every purchaser of a Lot or Lots or Block or Blocks of all Works contracted by the Developer, the Developer's obligations to maintain the Works and all other conditions covered by this Agreement by providing a complete and accurate summary of same and shall cause such information to be fully recorded in any Offer to Purchase or Agreement of Purchase and Sale entered into by the Developer.
- 3.16 In the event that a Mortgagee(s) exercises any rights as to sale, possession or foreclosure or takes any other steps to enforce its security against the Lands then such Mortgagee(s) agrees on behalf of itself, its heirs, executors, administrators, successors and assigns not to deal with the Lands as a subdivision or part thereof unless and until a new agreement in the same form, *mutatis mutandis*, as this Agreement has been entered into with the Township.
- 3.17 In the event that the Developer wishes to register more than one Plan of Subdivision over the Lands, the Developer shall first obtain the written consent of the Township to do so, which consent shall be conditional upon the Developer registering such Plans of Subdivision in such order as determined by the Township and upon registering such Plans of Subdivision concurrently. The Developer shall not register a Plan of Subdivision over part of the Lands without prior written consent of the Township.
- 3.18 Any and all of the Developer's obligations under this Agreement shall be joint and several.

#### **4. SERVICING PLANS AND SPECIFICATIONS**

- 4.1 All Plans and specifications must be approved in writing by the Manager of Operations prior to the execution of this Agreement by the Township and the Developer commencing construction of any of the Works.
- 4.2 The Developer shall submit to the Manager of Operations three (3) copies of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.
- 4.3 It is understood and agreed the Manager of Operations in their appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario, established specifications and standards adopted by the Township, or existing practices and standards as may from time to time be established or amended by the Township by its officials or agents. The Township may require,

in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.

- 4.4 No approval by the Manager of Operations shall operate as a release by the Township of any liability of the Developer which, but for such approval, might exist or hereafter arise.
- 4.5 All Plans shall be prepared and stamped by a Consulting Engineer or an Ontario Land Surveyor licensed to practice in the Province of Ontario.

## **5. DESIGN AND SUPERVISION OF CONSTRUCTION OF SERVICES**

- 5.1 The Developer shall employ, at its cost, a competent and qualified Consulting Engineer approved by the Manager of Operations, to:
  - a) carry out all soil investigations to the satisfaction of the Manager of Operations;
  - b) design all of the Works required to be completed by this Agreement;
  - c) prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Manager of Operations for approval prior to the installation or construction of such Works;
  - d) obtain from the Manager of Operations the details regarding the form and scale of these drawings prior to their presentation;
  - e) prior to execution of this Agreement, prepare and furnish the Manager of Operations with estimates of the cost of installation and construction of said Works;
  - f) if required, prepare contract documents and call tenders for the installation and construction of the said Works;
  - g) provide full-time resident supervision, inspection and contract administration of all Works covered by this Agreement;
  - h) maintain all records for the installation and construction of the said Works and submit "as constructed" records in electronic form in AutoCad format (NAD 83 coordinates) and PDF format, and two (2) sets "as constructed" records shall be submitted in a reproducible form to the Manager of Operations, at the time of completion of Primary Services (including all street light and Utility Services) prior to approving the Completion Certificate for the Works.
  - i) upon completion of the installation or construction of the Works, supply the Township with a certificate, in a form satisfactory to the Manager of Operations, that the Works were installed and constructed in accordance with the approved Plans and specifications;
  - j) when requested by the Manager of Operations, accompany them on inspections of the Works including a final inspection of the Works at the conclusion of the maintenance period herein specified and before the assumption of the Works by the Township;
  - k) supervise the construction of all Works on a full-time basis including any remedial work which the Manager of Operations may require;
  - l) test all services and verify to the Manager of Operations, in writing, that all testing has been completed in accordance with the appropriate requirements;
  - m) provide building levels for construction purposes; and,

- n) certify, in writing, to the Manager of Operations, as to the actual cost of all Works completed, prior to the Township approving a Completion Certificate for such Works or reducing any Letter of Credit.
- 5.2 The Developer shall not install Works prior to the receipt, in writing, of the approval of the detailed Plans and specifications by the Manager of Operations.
- 5.3 All of the Primary, Secondary, and Utility Services to be installed or constructed under this Agreement shall be installed, constructed, inspected and tested under the direct supervision of the Developer's Consulting Engineer at the sole expense of the Developer.
- 5.4 The Developer's Consulting Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Manager of Operations.
- 5.5 The Manager of Operations, or designate, shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Manager of Operations. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Manager of Operations. Township inspections shall be in addition to inspections provided by the Developer's Consulting Engineer and shall in no way relieve the Developer or their Consulting Engineer of any responsibility with regard to design, construction, inspection, testing or proper completion of the Works.
- 5.6 The Manager of Operations shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Manager of Operations.

## **6. BY-LAW(S), DOCUMENTATION, AND REGISTRATION**

- 6.1 The Council may authorize Pre-Servicing (installation of Works) upon such terms and conditions it deems appropriate and/or necessary, which terms and conditions shall include, but not be limited to, posting all security set forth in Schedule "E" annexed hereto, obtaining and filing with the Manager of Operations all necessary and/or required approvals, consents, agreements and certificates, and having all Plans and specifications approved by the Manager of Operations.
- 6.2 Before this Agreement is executed by the Township, the appropriate authorizing By-law must be enacted by the Council of the Township.
- 6.3 The Developer shall provide the Township with two (2) paper copies and a PDF format copy each of the draft Plan of Subdivision (M-Plan) for the Lands and the Reference Plan (R-Plan) providing legal descriptions for Easements within or outside the Lands.
- 6.4 The Developer acknowledges that the Township may register an Inhibiting Order against the Lands and that the Township will not have the Inhibiting Order removed from title until the Developer has supplied all documents in compliance with this Agreement in a form satisfactory to the Township for registration and all other documents required to provide discharges, releases, and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands that have been registered against title to the Lands.
- 6.5 Upon the Township being satisfied that all conditions of Draft Plan approval for the Plan of Subdivision have been satisfied by the Developer within the required time, the Township shall register the following documentations at the sole expense of the Developer as soon as practicable:

- a) the approved Plan of Subdivision; and,
  - b) all other documentation related thereto, including without limitation, Cessations of Charge, Transfers, and Easements.
- 6.6 In the event the Plan of Subdivision is not registered within ten (10) years from the date of registration on title of this Agreement, the Township may declare the Developer in Final Default.
- 6.7 The Developer shall not deal in any manner whatsoever with any Lot shown on the Plan of Subdivision until this Agreement, the Plan of Subdivision and all other documentation (including Transfers, Easements, Cessation of Charge, Inhibiting Orders, Reference Plans, and Postponements of Charges) required by this Agreement and by the Township's solicitor have been delivered, approved and registered on title to the complete satisfaction of the Township's solicitor.

## **7. LAND FOR MUNICIPAL PURPOSES**

- 7.1 The Developer shall, at its own expense, convey to the Township in fee simple, free of all encumbrances, such lands as may be required for the development of the Lands in accordance with Schedule "B" annexed hereto.
- 7.2 All of the road allowances and road widenings shown on the Plan of Subdivision shall be dedicated by the Developer as public highways.
- 7.3 All road allowances shown on the Plan of Subdivision shall be named to the satisfaction of the Township.

## **8. EASEMENTS FOR MUNICIPAL PURPOSES**

- 8.1 The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the Township such easements as may be required for the installation and construction of services or development of the Lands in accordance with Schedule "C" annexed hereto.
- 8.2 The Developer shall convey to the Township or to such public utility company or commission or cable television company as the Township may direct, easements required for utility and/or coaxial purposes in accordance with Schedule "D" annexed hereto. All such easements shall be prepared to the complete satisfaction of the Township, and if required by the Township, any such utility or cable television company.
- 8.3 The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the Township, including Primary Services, Secondary Services and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the *Manager of Operations* and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the Township has passed the Assumption By-law.

## **9. GENERAL SERVICES**

- 9.1 Where the Plan of Subdivision is serviced by an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.
- 9.2 Where it is necessary to use an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.



- 9.3 The Developer shall not change, or do any work that will prejudicially effect, any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Manager of Operations, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the Township from any claim arising from such damage.
- 9.4 The Developer shall keep all portions of the development well, properly, and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the Township from any claim arising from said damage.
- 9.5 The Developer covenants and agrees to carry out all Works necessary to service the Plan of Subdivision in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the Township, its servants or agents, may, at the Township's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Plan of Subdivision. The cost of any such work performed by or at the instruction of the Township, shall be paid by the Developer on demand, and without limiting any of its remedies at law or in equity, the Township may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 9.6 The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, both within the Plan of Subdivision and elsewhere.
- 9.7 All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as dust free as possible and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the Township's requirements and to the satisfaction of the Manager of Operations.
- 9.8 All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Manager of Operations, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer's or its contractor's vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Manager of Operations make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Manager of Operations remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the Township's requirements and to the satisfaction of the Manager of Operations.
- 9.9 The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation Bell Canada, Enbridge Consumers Gas, Hydro One Networks Inc.) of the approximate date of

construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Manager of Operations, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or any other public utility works as necessary and as approved by the Manager of Operations, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.

- 9.10 The Township disclaims any responsibility or liability for the support and protection of drains, conduits, tracks or other utilities, services and structures owned by the Township or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such conduits, tracks, utilities and structures, and to inspect the public records of the various Township Departments having recognizance and control of conduits and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer's responsibility to consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be notified immediately and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Manager of Operations.
- 9.11 The Developer agrees to keep boulevards and Easements graded and free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial and hydro-electric installations, and other utility works.
- 9.12 The Developer shall remove from all road allowances in the Plan of Subdivision, any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Manager of Operations, and further, shall remove from the Lands any unkempt, diseased or infested trees, vines or bushes. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the Township to the Developer, the Township may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the Township may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 9.13 The Developer shall not add any fill to the Lands without first obtaining written approval from the Manager of Operations.
- 9.14 The Developer shall not remove any topsoil from the Lands without first obtaining written approval from the Manager of Operations.
- 9.15 All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the Township's specifications therefor at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.
- 9.16 The Developer acknowledges and agrees, notwithstanding the complete installation of services in the subdivision as authorized by the Township, that the Township will not be held liable for any stoppage or delay of the registration of the Plan or the issuance of Building Permits for the lots in the Plan.

- 9.17 The Developer acknowledges and agrees that in the event that the Lands are not maintained in an acceptable standard to the Township in regards to refuse, rubbish, dust or debris or if refuse, rubbish, dust or debris from the Lands are found on abutting streets or properties and are not removed in an acceptable standard to the Township that the Township may bill the Developer for the removal of refuse, rubbish, dust or debris from the Lands or on abutting streets or properties impacted by the development of the Lands.

## **10. SURVEY MONUMENTS TO BE PRESERVED**

- 10.1 The Developer agrees that all survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved.
- 10.2 The Developer agrees if any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of the person or persons responsible for establishing said survey monuments or related markings.

## **11. TOWNSHIP'S RIGHT TO ENTER AND REPAIR**

- 11.1 The Township shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:
- a) without notice to the Developer where, in the sole opinion of the Manager of Operations, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and,
  - b) where repairs to or maintenance of the said Works has not been completed within twelve (12) hours after written notice requiring such repairs or maintenance has been delivered to the Developer; and,
  - c) such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the Township or an assumption by the Township of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement; and,
  - d) the cost of any repair or maintenance work (including professional fees) undertaken by the Township pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the Township within thirty (30) days after a statement of account therefor has been delivered to the Developer. If the Developer fails to pay the amount due to the Township within such thirty (30) day period, the Township may and is hereby expressly authorized by the Developer to deduct the amount owing to the Township for such repairs or maintenance from any monies or Letter of Credit deposited with the Township; and,
  - e) repairs or maintenance undertaken by the Developer pursuant to this subsection shall be completed in the presence of the Manager of Operations or their representative.
- 11.2 The Developer shall obtain from any Purchaser of any of the Lots or Blocks shown on the Plan of Subdivision, a license permitting the Developer and the Township to enter upon such Lands for a period of three (3) years after the transfer thereof in order to ensure compliance with the provisions of this Agreement and shall forward an executed copy of such license to the Township upon demand therefor.

## **12. SERVICES TO BE COORIDNATED**

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be co-ordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

## **13. INTERIM WORKS**

The Developer agrees and acknowledges that, until the Manager of Operations affixes their signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer's risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

## **14. ROADS**

- 14.1 The Developer agrees to construct, install, and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Manager of Operations.
- 14.2 The Developer agrees to rough grade to the Township's specifications the full width of all road allowances as shown on the Plans prior to the installation or construction of the Works. Prior to the construction of any Works, the topsoil shall be stripped and shall be stockpiled during the period of construction at a location which is approved by the Manager of Operations and is conducive to the interim drainage requirements of the Plan of Subdivision. The topsoil so stockpiled shall be used to grade the Lots and boulevards after construction thereon in accordance with the Subdivision Grade Control Plan filed with and approved by the Manager of Operations.
- 14.3 The Developer shall restore any existing road damaged during the development of the Plan of Subdivision to the complete satisfaction of the Manager of Operations, prior to approval of the Completion Certificate for Primary Services.
- 14.4 If required, the Developer agrees to pay the Township the sum indicated in Schedule "E" annexed hereto for the reconstruction of the road allowance upon the removal by the Township of temporary turning bulbs required for the Plan of Subdivision.

## **15. STORM DRAINAGE SYSTEM**

- 15.1 The Developer shall construct a storm drainage and storm water management system to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Manager of Operations, the Region of Niagara Planning & Development Department, the Niagara Peninsula Conservation Authority, Ministry of Transportation, and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the Township's most recent specifications therefor.
- 15.2 All storm drainage Works shall be inspected to the satisfaction of, and upon any written notice from, the Manager of Operations and prior to assumption of the storm drainage Works by the Township. In the event the results are not satisfactory in the sole opinion of the Manager of Operations, the Developer shall take such remedial steps as may, in the sole opinion of the Manager of Operations, be required.
- 15.3 Prior to the Manager of Operations approving the issuance of the Completion Certificate for Primary Services, the Developer shall supply the Manager of Operations with "as constructed drawings" showing the location and depth of the storm drainage system constructed to service each Lot.

## **16. STORMWATER MANAGEMENT FACILITIES**

- 16.1 The Developer agrees that prior to the Township executing this Agreement the Developer shall prepare and provide a Storm Water Management Report which shall be submitted for approval by the Manager of Operations, the Region of Niagara Planning & Development Department, the Ministry of Transportation, the Ministry of the Environment, the Niagara Peninsula Conservation Authority and the Region of Niagara Public Works Department, indicating the following:
- a) the manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the Provincial guidelines contained in "Storm Water Management Practices Planning & Design Manual – March 2003" (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;
  - b) an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the storm water management system must provide Level 1 protection for downstream fisheries and resources); and,
  - c) an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the "Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites" May 1987 and the latest revision thereof or such more stringent standards as may be applicable.
- 16.2 The Developer shall prepare and provide a Subdivision Grading Plan in accordance with Section 24 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands. The 100-year flood level shall be plotted on the Plan to ensure that all structural development will be located above this elevation.
- 16.3 The Developer agrees to carry out or to have carried out all storm water management techniques and works necessary and/or required to convey storm water runoff from the lands in accordance with the approved subdivision grading plan and storm water management plan to the complete satisfaction of the Manager of Operations and the Region of Niagara Planning & Development Department.

## **17. DRIVEWAY APPROACHES**

- 17.1 Each Lot shall be serviced with a driveway approach constructed in accordance with the Plans filed to the complete satisfaction of the Manager of Operations.
- 17.2 All driveway approaches shall be constructed to the satisfaction of the Manager of Operations prior to the assumption of the Plan of Subdivision.

## **18. FENCING**

The Developer shall, at its sole expense, construct fencing in accordance with the approved Plans filed and specifications therefor.

## **19. STREET AND TRAFFIC SIGNS**

- 19.1 The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Manager of Operations during the construction period.
- 19.2 The Developer shall pay for all permanent street and traffic signs and other traffic control devices, required by the approved plans and to the satisfaction of the Manager of Operations, in accordance with schedule "E annexed hereto. The Township shall be responsible to supply and install all permanent street and traffic control signs to the current standards of the township.

## **20. ELECTRICAL DISTRIBUTION SYSTEM AND STREET LIGHTING**

- 20.1 The Developer shall arrange with Hydro One Networks Inc. for the design provision and installation of all electrical transmission and distribution system and street lighting system required to service all of the Lots shown on the Plan with electrical power in accordance with the plans and specifications therefor approved by Hydro One Networks Inc. and the Manager of Operations. All such facilities shall be installed underground unless specific external systems are approved by Hydro One Networks Inc. and the Manager of Operations. The cost of providing such facilities shall be borne by the Developer.
- 20.2 The Developer shall arrange with Hydro One Networks Inc. for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to Hydro One Networks Inc. upon receipt of a statement of account therefor.
- 20.3 The Developer shall design and provide a street lighting system to the satisfaction of the Manager of Operations and the Planner.
- 20.4 Prior to the Manager of Operations approving the certificate of final acceptance for primary services, the Developer shall deliver to the Township satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the Township, and upon Council passing the Assumption By-law the Township will assume the street lighting system into the Township's street light inventory.

## **21. UTILITY SERVICES**

- 21.1 All Utility Services required to service the Plan of Subdivision, including, without restricting the generality of the foregoing, gas, electrical, telephone cables and coaxial cables, shall be installed underground from the source with pad-mounted transformers.
- 21.2 The Developer shall be responsible for providing, at its sole expense, Utility Services to each lot and block in accordance with the approved plans. All Utility Services shall be installed and constructed prior to the Manager of Operations approving the completion certificate for primary services.
- 21.3 The Developer shall, prior to the Manager of Operations approving the issuance of the completion certificate for primary services, supply the Manager of Operations with "as constructed drawings" showing the location of all Utility Services required to service the plan of subdivision.

## **22. LANDSCAPING**

- 22.1 The Developer shall grade and place a minimum of one hundred (100) millimeters of topsoil with No. 1 nursery sod/hydroseed on all portions of road allowances in the Plan of Subdivision not covered by asphalt and along all sides

- of the Plan of Subdivision abutting on adjacent existing streets. All streetscaping shall be in accordance with the approved Plans to the satisfaction of the Manager of Operations. All sodding/hydroseeding as herein described shall be considered as part of the cost of construction of Secondary Services for the Plan of Subdivision and shall be completed at the time of or within three (3) months after the final sodding/hydroseeding of any Lot in accordance with the approved final lot grading certificate and prior to the Manager of Operations approving the Completion Certificate for Secondary Services. The Developer shall maintain all sod/hydroseed until Council passes the Assumption By-law.
- 22.2 The Developer is responsible for ensuring that each Lot within the Plan of Subdivision is:
- a) fine graded in accordance with the approved individual Lot Grading Plans for each lot; and,
  - b) sodded with No. 1 nursery sod or hydroseeded within six (6) months of initial occupancy of the Building, in all areas of the Lot including front yards, side yard and rear yards not covered by structure, driveway or walkway; and that all sodding/hydroseeding is maintained until it has become established.
- 22.3 All drainage ditches, major overland flow drainage swales and depressions within the Plan of Subdivision shall be fine graded and hydroseeded and landscaped prior to the Manager of Operations approving the Completion Certificate for Secondary Services. Prior to and during construction, silt traps are to be put in place until vegetation is established to prevent erosion and sedimentation, to the satisfaction of the Manager of Operations.
- 22.4 Unless exempted by the Manager of Operations, all lands conveyed to the Township (including but not limited to channels, and stormwater management facilities) shall be serviced, hydroseeded, and landscaped the satisfaction of the Manager of Operations. The improvements are considered as part of the Secondary Services of the Plan of Subdivision. Once the lands have been hydroseeded and landscaped and approved by the Manager of Operations the Township will maintain the lands.

### **23. EROSION AND SEDIMENTATION CONTROL**

- 23.1 The Developer agrees to implement the approved erosion and sedimentation and control plans and lot grading and drainage plans to the satisfaction of the Township, Niagara Region, and Niagara Peninsula Conservation Authority.
- 23.2 The Developer agrees to re-vegetate or otherwise restore all disturbed areas immediately upon the completion of on-site grading to the satisfaction of the Township and the Niagara Peninsula Conservation Authority.

### **24. SUBDIVISION GRADING AND DRAINAGE**

- 24.1 Unless otherwise approved or required by the Township, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:
- a) the Township has agreed in writing to such alteration or removal; and
  - b) prior to execution of this Agreement by the Township or commencing any phase of development the Developer shall prepare and provide the Township, as part of the engineering drawings, a Subdivision Grading Plan for the purpose of controlling the overall drainage pattern in the Plan of Subdivision. The Subdivision Grading Plan shall be prepared in conformance with the Township's Lot Grading and Drainage Policy and amendments thereto.



- c) Unless otherwise approved or required by the Township, the Developer, their heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands described in Schedule "A" until such time as the Manager of Operations has agreed in writing to such alteration or removal and the Manager of Operations has approved a Subdivision Grading Plan pursuant to the terms of this Agreement.
  - d) The following grading works shall be completed prior to the issuance of any Building Permits:
    - i. construction and hydroseeding of all major overland flow drainage swales and other erosion control devices to the satisfaction of the Manager of Operations for the Plan of Subdivision, subject to weather conditions; and,
    - ii. rough grading of all Lots to generally conform to the Subdivision Grading Plan.
- 24.2 If drainage problems arise which are as a result of non-compliance with the requirements of the Township's Lot Grading and Drainage Policy and amendments thereto, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the Township may enter upon the Lands to remedy any such problem and may use the Lot Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Lot Grading Deposit shall be the responsibility of the Developer, and if not reimbursed to the Township forthwith after being incurred by the Township, the Township may collect such costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 24.3 The Developer shall deposit with the Township as security for carrying out the provisions of the Subdivision Grading Plan, in accordance with Schedule "E" annexed hereto, a Lot Grading Deposit as required by the Township's Lot Grading and Drainage Policy and amendments thereto.
- 24.4 Upon completion of the Works and acceptance by the Township of a Subdivision Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Lot Grading Deposit, less any cost for remedial work undertaken by the Township.

## **25. LOT GRADING AND DRAINAGE**

- 25.1 Prior to the issuance of a Building Permit for a Lot, the Owner or the Building Permit applicant shall submit to the Township three copies of a proposed Lot Grading Plan prepared by a Professional Engineer or an Ontario Land Surveyor and shall conform to the Subdivision Grading Plan.
- 25.2 Prior to issuance of a building permit for a Lot, the Owner or the Building Permit applicant shall submit to the Township as security for carrying out the provisions of the Lot Grading Plan a Lot Grading Deposit in the amount of \$500.00 per Lot.
- 25.3 Upon acceptance of the Grading Conformance Certificate by the Township, the Owner or the Building Permit applicant may apply in writing for release of the Lot Grading Deposit, less any cost of remedial work performed by the Township.
- 25.4 The grading of a Lot shall be considered complete when the building has been erected and such Lot has been graded and sodded or hydroseeded. Sodding or hydroseeding shall be done within two months after occupancy of the dwelling or by the next June 1st following occupancy should occupancy take place after November 1st.

- 25.5 Upon completion of the grading, prior to landscaping or fencing, the Developer shall submit to the Township one copy of the Lot Grading Plan which shall indicate the finished elevation as shown on the proposed Lot Grading Plan. This “as constructed” Lot Grading Plan shall be prepared and certified by a Professional Engineer or Ontario Land Surveyor.
- 25.6 Once the “as constructed” grading of a Lot has been certified and signed by an Ontario Land Surveyor or Professional Engineer to be in conformance with the latest revision of the Subdivision Grading Plan, the Lot Grading Plan if approved by the Township, shall be accepted and dated by the Township, as the “Grading Conformance Certificate.”
- 25.7 The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to maintain the grading and drainage schemes as established and verified by the Grading Conformance Certificate and not to alter or revise the grading or drainage without the express written consent of the Manager of Operations or the Chief Building Official.
- 25.8 The Developer agrees that foundation drains shall be pumped by a sump pump in each house and discharged to the surface via splash pads conforming to Section 25.10.
- 25.9 The Developer agrees that roof water drainage from any structure or building shall be directed via downspouts and discharged to the surface via splash pads conforming to Section 25.10.
- 25.10 Discharging via splash pads (concrete or other suitable material) to grass surfaces. These splash pads shall extend a distance at least 1.2 metres away from the structure and must direct the flow away from the building, not onto walks or driveways, and not towards adjacent property.

## **26. PRIMARY SERVICES & COMPLETION CERTIFICATE FOR PRIMARY SERVICES**

- 26.1 The Developer shall proceed with the installation or construction of the work required hereunder with all reasonable dispatch and shall complete all of the Primary Services within two (2) years after the date of the registration of the Plan of Subdivision. The Manager of Operations may extend the time for the completion of the Primary Services or any of them for such length of time as they may deem expedient, acting reasonably, upon the written application of the Developer.
- 26.2 Primary Services installation will not be considered complete by the Township until an inspection has been made by the Manager of Operations, or designate, and the Completion Certificate for Primary Services has been issued by the Manager of Operations. The Manager of Operations shall be accompanied during their inspection by the Developer’s Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Manager of Operations, prior to the approval of the Completion Certificate for Primary Services.
- 26.3 The performance by the Developer of its obligations hereunder to the satisfaction of the Manager of Operations shall be a condition precedent to the acceptance by the Township of the Works or any of them.
- 26.4 Prior to the Manager of Operations approving the Completion Certificate for Primary Services, the documentation listed in Sections 26.5, 26.6, 26.7 must be provided to the Manager of Operations in a single submission package.
- 26.5 The Developer’s Consulting Engineer shall provide to the Manager of Operations:
- a) certificate(s) verifying that all Primary Services were installed and constructed in accordance with approved plans and specifications;

- b) certificate(s) stating that all Utility Services required to service the Plan of Subdivision are installed & constructed or a letter of commitment to complete the Utility Services from utility companies;
- c) certificate (Overall Grading Certificate) stating that rough grading and major drainage works or swales have been completed in accordance with the Subdivision Grading Plan; and
- d) the original drawings showing each of the said works "As Constructed" together with electronic drawing files in AutoCAD format and PDF format using Township of Wainfleet Drafting Standards.

26.6 The Developer shall provide the Manager of Operations with:

- a) a Statutory Declaration from the Developer in a form satisfactory to the Manager of Operations setting out the Works completed and verifying:
  - 1. all such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
  - 2. all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and,
  - 3. that there are no outstanding debts, claims, or liens in respect of such works.

26.7 The Developer shall provide the Township with the maintenance guarantee, as required by Section 34 hereof.

26.8 Subject to sections 26.5, 26.6, 26.7 hereof, upon receipt of the required documentation and the Manager of Operation's satisfaction that the installation and construction of all Primary Services has been completed in accordance with this agreement and approved plans, the Manager of Operations, shall date and approve the Completion Certificate for Primary Services.

## **27. SECONDARY SERVICES & COMPLETION CERTIFICATE FOR SECONDARY SERVICES**

27.1 With the exception of the asphalt surface course and the sodding/hydroseeding required by Sections 22.1 and 22.2, all Secondary Services, including hydroseeding and landscaping required by Sections 22.3 and 22.4, shall be completed within eighteen (18) months after the date of the registration of the Plan of Subdivision. The Manager of Operations may extend the time for completion of the Secondary Services or any of them for such length of time as they may deem necessary upon the written application of the Developer.

27.2 The final asphalt surface course shall be completed no sooner than twenty-four (24) months and no later than sixty (60) months after issuance of the Completion Certificate for Primary Services or as directed by the Manager of Operations.

27.3 Secondary Services installation will not be considered complete by the Township until an inspection has been made by the Manager of Operations or designate and the Completion Certificate for Secondary Services has been issued by the Manager of Operations. The Manager of Operations shall be accompanied during their inspection by the Developer's Consulting Engineer. The Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Manager of Operations, prior to the approval of the Completion Certificate for Secondary Services.

27.4 The Township may withhold approval of a Completion Certificate if, in the sole opinion of the Manager of Operations, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.

- 27.5 Prior to the Manager of Operations approving the Completion Certificate for Secondary Services, the documentation listed in Sections 27.6 and 27.7 must be provided to the Manager of Operations in a single submission package.
- 27.6 The Developer's Consulting Engineer shall provide to the Manager of Operations:
- a) certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications; and,
  - b) if required, the original Drawings showing each of the said works" as constructed" together with electronic drawing files in AutoCAD format and PDF format using Township of Wainfleet Drafting Standards.
- 27.7 The Developer shall provide the Manager of Operations with a Statutory Declaration from the Developer in a form satisfactory to the Manager of Operations setting out the Works completed and verifying:
- a) all such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
  - b) all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and,
  - c) that there are no outstanding debts, claims or liens in respect of such works.
  - d) Subject to Sections 27.6 and 27.7 hereof, upon receipt of the required documentation and the Manager of Operations' satisfaction that the installation and construction of all Secondary Services has been completed in accordance with this Agreement and approved Plans, the Manager of Operations shall date and approve the Completion Certificate for Secondary Services.

## **28. MAINTENANCE OF THE SUBDIVISION**

- 28.1 Until the Township issues the Final Certificate of Completion of Services, the Township agrees to provide only snow plowing and sanding services on paved roads connected by paved road to a public roadway. The Developer shall provide all other services including, but not limited to, maintenance and repairs of storm water management facility, fencing (including silt fencing and control structures) and overland drainage systems. The Developer agrees that any service provided by the Township prior to actual acceptance of the roads by the Township shall not be deemed acceptance of the roads.
- 28.2 The Developer shall, at its own expense and to the satisfaction of the Manager of Operations, repair and maintain all Primary Services and other private services herein required to be installed or constructed for a minimum period of two (2) years from the date of issuance of the Completion Certificate of Primary Services or until the date of issuance of the Final Certificate of Completion of Services, whichever is later.
- 28.3 The Developer shall guarantee all Secondary Services including any repairs and maintenance performed by it pursuant to Section 28.2 or by the Township pursuant to Section 11.1 for a minimum period of twelve (12) months from the date of completion of said services, notwithstanding that the two (2) year period of maintenance provided under Section 28.2 may have elapsed.
- 28.4 The Developer shall be responsible for the general tidy appearance of the entire Lands until completion of all building, and carry out all weed cutting and maintenance on all unsold lands and all unassumed roads to the satisfaction of the Manager of Operations.
- 28.5 The Developer shall adequately maintain all roads within the Plan of Subdivision

- free from mud, debris, building materials, and other obstructions, to the satisfaction of the Manager of Operations until Council passes an Assumption By-law.
- 28.6 The Developer shall be responsible to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the Township for municipal purposes.
- 28.7 Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the Township, the Manager of Operations, at their sole option, after giving the Developer seventy-two (72) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Manager of Operations shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the Township not reimbursed by the Developer forthwith may be collected by the Township in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 28.8 The Maintenance Guarantee Period for Primary Services shall commence on the date the Manager of Operations approves the Completion Certificate for Primary Services. The Developer shall, at its own expense and to the satisfaction of the Manager of Operations, repair and maintain all Primary Services and other private services herein required to be installed or constructed for a minimum period of two (2) years from the date of issuance of the Completion Certificate for Primary Services or until the date of issuance of the Final Certificate of Completion of Services, whichever is later.
- 28.9 The Maintenance Guarantee Period for Secondary Services shall commence on the date the Manager of Operations approves the Completion Certificate for Secondary Services. The Developer shall guarantee all Secondary Services including any repairs and maintenance performed by it pursuant to Section 28.2 or by the Township pursuant to Section 11.1 for a minimum period of twelve (12) months from the date of completion of the said services, notwithstanding that the two (2) year period of maintenance provided under Section 28.2 may have elapsed.

## **29. CERTIFICATE OF FINAL ACCEPTANCE**

- 29.1 After the expiry of the maintenance period provided for in Section 28.3 hereof, the Township shall, subject to the compliance by the Developer with Section 29.3 hereof, issue a Final Certificate of Completion of Services upon written application by the Developer provided, however, that the Township may withhold the issuance of the Final Certificate of Completion of Services if, in the sole opinion of the Manager of Operations, the Developer is in default of its obligations to repair, construct or maintain any of the Works pursuant to this Agreement. Upon expiration of the Maintenance Guarantee Period for Primary Services or Secondary Services as the case may be, and upon receipt of written application by the Developer, the applicable Works will be inspected by the Manager of Operations, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the Township and the Manager of Operations shall approve the Certificate of Final Acceptance prepared by the Developer's Consulting Engineer provided the requirements of the Certificate of Final Acceptance have been met.
- 29.2 The Developer is required to submit a certificate from a registered Ontario Land Surveyor certifying they have found and/or replaced all standard iron bars (SIB's) shown on the registered Plan of Subdivision as of a date not earlier than seven

days prior to the Manager of Operations approving the Certificate of Final Acceptance for Secondary Services.

- 29.3 The application, in writing, by the Developer for the Final Certificate of Completion of Services shall include the following:
- a) a statutory declaration in a form satisfactory to the Manager of Operations that all accounts for the installation, construction and maintenance of all the Works required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Works of any of them; and,
  - b) a Certificate in a format acceptable to the Manager of Operations signed by the Developer's Consulting Engineer certifying that all the Works including any repairs and deficiencies have been fully completed, inspected, tested and maintained in accordance with the provisions hereof and the standards and specifications of the Township and the Plans as approved by the Manager of Operations.
- 29.4 If upon inspection of the Works all deficiencies have not been rectified to the complete satisfaction of the Manager of Operations, the Maintenance Guarantee Period shall be extended until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been approved by the Manager of Operations.
- 29.5 The Manager of Operations may withhold approval of a Certificate of Final Acceptance for Primary or Secondary Services, if, in the sole opinion of the Manager of Operations, the Developer is in default of its obligations to inspect, repair, construct, or maintain any of the Works pursuant to this Agreement and the approved Plans.
- 29.6 The issuance by the Township of the Final Certificate of Completion of Services, may be withheld until eighty-five (85%) of the Lots have been built upon with Buildings completed to the *Building Code Act* occupancy requirements and the final grading certificates for the Lots have been approved by the Manager of Operations.
- 29.7 Upon the issuance of the Final Certificate of Completion of Services, the Manager of Operations shall recommend to Council that the Township assume by By-law the Primary and Secondary Services within the Plan of Subdivision as required to be constructed or installed under this Agreement.

### **30. ASSUMPTION OF MUNICIPAL SERVICES**

The Developer hereby acknowledges that upon assumption by the Township of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the Township without payment therefor, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the Township by Council passing an Assumption By-law after the Manager of Operations approves the Certificate of Final Acceptance for Primary or Secondary Services, and the Certificate of Final Acceptance for Primary or Secondary Services.

### **31. BUILDING PERMITS AND OCCUPANCY**

- 31.1 The Developer/Owner covenants and agrees not to apply for building permits, except as permitted in Section 31.5, until:
- a) all Primary Services (including roadways to base asphalt) have been completed and are operational and a Primary Services Completion Certificate has been approved to the satisfaction of the Manager of Operations;

- b) the Township has on file an approved Subdivision Grading Plan;
  - c) the Developer has completed the following grading works:
    - i) rough grading of all Lots to generally conform to the Subdivision Grading Plan;
    - ii) construction and hydroseeding of all major overland flow drainage swales and other erosion control devices deemed necessary by the Township for the Lands;
  - d) the Township has on file an approved Proposed Lot Grading Plan;
  - e) the Township is in receipt of all applicable fees and deposits including, without limiting the generality of the foregoing:
    - i) development fees at the prevailing rate as prescribed by the Township's Development Charges By-Law 050-2016 and amendments thereto;
    - ii) the Lot Grading Deposit;
    - iii) Building Permit application fee;
    - iv) any other fees, deposits or payments required under this Agreement or as otherwise provided for under any other executed agreement between the Township and the Developer;
  - f) the Township's Fire Department has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;
  - g) the Township is satisfied all terms and conditions of this Agreement have been complied with insofar as they apply at that point in time;
  - h) the Developer/Owner has paid or otherwise satisfied all development charges required by the Development Charges By-Law of the Township of Wainfleet, and the Development Charges By-Law of the Regional Municipality of Niagara, and the Development Charge of the Niagara District Catholic School Board; and,
  - i) The Developer/Owner has otherwise complied with all applicable law.
- 31.2 Notwithstanding anything herein contained, the Township may refuse to issue building permits if there is an existing default in any of the provisions of this Agreement.
- 31.3 The Developer acknowledges and confirms that all charges, payments, Works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as "a development charge" are characterized as:
- a) services installed or provided at the expense of the Developer within the Plan of Subdivision, as a condition of approval under Section 51 of the *Planning Act*; or
  - b) services denoted on approved Plans or specifically noted in the Agreement for which the Developer is making no claim for credits under the Development Charge By-law except as otherwise provided for under other agreements between the Township and the Developer; and,
  - c) are not charges related to development within the meaning of the



*Development Charges Act, 1997* except as otherwise provided for under other agreements between the Township and the Developer.

- 31.4 Except as otherwise provided for under other agreements between the Township and the Developer, the Developer hereby releases and forever discharges the Township from any and all claims for credit against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.
- 31.5 Developer/Owner may construct two (2) model units once the road granular base (300mm Gran B and 150mm Gran A) is completed. All Primary Services (including base coat asphalt) shall be completed prior to permitting public access to the roadway or occupancy to residence.
- 31.6 Unless otherwise determined by the Chief Building Official, no dwelling, including model units, shall be occupied:
- a) until the Manager of Operations has approved the Completion Certificate for Primary Services;
  - b) until the Township has on file a Grading Conformance Certificate for the Lot; and,
  - c) until a final inspection has been completed and a Letter of Occupancy is issued by the Chief Building Official.
- 31.7 The Developer/Owner agrees to pay all applicable permit fees and unless otherwise satisfied pursuant to the terms of other agreements between the Township and the Developer, any development charges for the buildings or structures constructed as model units, and shall otherwise comply with Section 31 herein, prior to a Letter of Occupancy being issued for said units.

## **32. TENDERS, INSURANCE, AND BONDING**

- 32.1 Prior to commencement of any Works, the Developer shall, at its own expense, provide the Township with:
- (i) a certified copy of the Developer's third party All Perils and Liability Insurance Policy naming the Township as an additional insured in a form satisfactory to the Township as follows:
  - (ii) a limit of liability of not less than five million dollars (\$5,000,000.00) or such greater amount as the Manager of Operations deems advisable;
  - (iii) inclusion of the Township, its agents and servants and the Regional Municipality of Niagara as additional named insureds;
  - (iv) a provision for cross liability in respect of the named insureds;
  - (v) non-owned automobile coverage with a limit of at least five million dollars (\$5,000,000.00) including contractual non-owned coverage;
  - (vi) completed operations coverage;
  - (vii) that sixty (60) days prior notice, of any alteration, cancellation or change in policy terms which reduces coverage, shall be given in writing to the Township;

- (viii) owner's protective coverage;
- (ix) a Certificate from the Worker's Safety Insurance Board certifying the contractor is in good standing with the Board; and,
- (x) satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

### **33. SECURITY DEPOSITS AND REFUNDS**

#### **Security Deposits**

- 33.1 The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works for the Plan of Subdivision together with all Township inspection charges, administrative and consulting fees, engineering and legal costs and in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security and cash payments, in a form satisfactory to the Township, on accounts of aforesaid costs, charges and fees in accordance with Schedule "E" annexed hereto prior to execution of this Agreement by the Township. The security should be in the form of a standby Letter or Letters of Credit with automatic renewal provision, in a form approved by the Township. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the Township returns the Letter of Credit in accordance with the provisions of this agreement.
- 33.2 The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or matter, the Township may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- 33.3 The Developer acknowledges and agrees that the Township reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the Township determines that any reduction in the Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the Township will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the Township has sufficient security to ensure that such work will be completed.
- 33.4 Whenever in this Agreement a Letter of Credit is required to be filed with the Township, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the Township as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- 33.5 The Developer acknowledges that upon the transfer of any ownership of the Lands, the Township will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the Township.
- 33.6 The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to execution, the Developer shall provide the

Township with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Primary Services and Secondary Services and to cover Township inspection charges, engineering, administrative, legal, and consulting fees shall be calculated, in a manner satisfactory to the Manager of Operations, on the basis of the Developer's estimated cost of design, construction, supervision, inspection and maintenance of all Works as set out in Schedule "E" annexed hereto. If in the opinion of the Township the cost estimate does not reflect current costs, the Township reserves the right to modify the estimate.

33.7 Prior to the execution of this agreement by the Township, as security for payment of services to be rendered by the Township and its agents as required by this agreement, and for presently outstanding payments owing to the Township, the Developer shall, in accordance with Schedule "F" annexed hereto, deposit with the township cash payment and cash security as set out in Schedule "F", which security shall include, but not be limited to the following:

- a) a cash amount to secure the Township's engineering, administrative consulting and legal costs for this Agreement, approval of the Plans, and enactment of by-laws calculated on the following basis:
  - 1. where the Cost of Construction of all Works is less than one hundred thousand dollars (\$100,000.00), the charge shall be ten thousand dollars (\$10,000.00);
  - 2. where the Cost of Construction of all Works is between one hundred thousand dollars (\$100,000.00) and four hundred thousand dollars (\$400,000.00) the charge shall be ten thousand dollars (\$10,000.00) plus four percent (4.0%) of the costs between one hundred thousand dollars (\$100,000.00) and four hundred thousand dollars (\$400,000.00); and
  - 3. where the Cost of Construction of all Works is in excess of four hundred thousand dollars (\$400,000.00) the charge shall be twenty-two thousand dollars (\$22,000.00) plus three and one-half percent (3.5%) of the costs exceeding four hundred thousand dollars (\$400,000.00);
- b) a cash amount to cover all arrears of taxes and all current taxes and all local improvement charges assessed against the Lands described in Schedule "A" annexed hereto.

### **Letters of Credit**

33.8 Before commencing any of the Works provided for in this Agreement, the Developer will deposit with the Township a Letter of Credit drawn upon a chartered bank in favour of the Township and in a form satisfactory to the Treasurer, in an amount approved by the Manager of Operations and/or Planner, which Letter of Credit shall be sufficient to guarantee the satisfactory completion of the Works or any portion of the Works as established by the Township in its sole discretion, and payments or any part thereof required to be made by this Agreement, and will, without restricting the generality of the foregoing, guarantee the following:

- a) Payment of twenty percent (20%) of the approved estimated costs of the construction of the Primary Services to service the Lands, plus fifty percent (50%) of the approved estimated construction costs of the Secondary Services upon the Lands as shown in Schedule "E" annexed hereto; and,
- b) Payment of one hundred percent (100%) of any other payments or Works as may be required of the Developer by the Township pursuant to this Agreement.

- 33.9 The amount of the Letter of Credit required hereunder shall not be reduced unless all of the conditions of this Agreement are complied with and the estimated costs of rectifying any outstanding deficiencies, as estimated in the sole discretion of the Manager of Operations, plus twenty percent (20%) of the estimated costs of the completion of all outstanding Primary Services and Secondary Services plus all other outstanding costs payable under this Agreement, plus the Maintenance Guarantee as required under Section 34 of this Agreement, plus any *Construction Lien Act* requirements are all, in total, less than the amount of the Letter of Credit held by the Township. In such an instance, the amount of the Letter of Credit may, in the sole discretion of the Manager of Operations be reduced from time to time to an amount equal to the total of all amounts set out above. Such reduction shall be based on the following:
- (1) progress certificates from the Developer's Consulting Engineer setting forth the cost of the Works completed and paid to date and the cost of unfinished Works;
  - (2) a request for reduction in the amount of the Letter of Credit in a form approved by the Manager of Operations and/or Planner; and,
  - (3) proof of payment in a form satisfactory to the Manager of Operations and/or Planner of the amounts paid on account of the completed Works to the date of the application for reduction.
- 33.10 Notwithstanding anything herein contained, the amount of the Letter of Credit shall at all times be sufficient to cover the balance of the costs of the completion of the unfinished works, including works deferred for extended periods and the requirements of the construction lien act.
- 33.11 The Developer shall pay the cost of the works and the fees of the Developer's Consulting Engineer and the Ontario Land Surveyor.

#### **34. MAINTENANCE GUARANTEE**

- 34.1 The Letter of Credit deposited by the Developer pursuant to Section 33 hereof may, upon the completion of the Primary Services, and prior to the assumption of the Works by the Township, at the Manager of Operations discretion, be reduced to an amount equal to ten percent (10%) of the completed Works (Schedule "E") plus one hundred and twenty per cent (120%) of the value, as estimated by the Manager of Operations, of any uncompleted Works and such Letter of Credit shall be retained by the Township as a Maintenance Guarantee to guarantee the workmanship and materials of the Works until such time as the maintenance guarantee periods as provided for in Sections 28.2 and 28.3 have both expired.
- 34.2 The Maintenance Guarantee as required under Section 38.1 hereof, may be reduced further to five percent (5%) subject to the Developer meeting all requirements of the Construction Lien Act.
- 34.3 The Letter of Credit may be realized upon by the Township if the Developer defaults in any payment or condition contained herein.
- 34.4 The Developer shall be conclusively deemed to be in breach of the covenant if, in the case of the cost of the Works or the fees of the Owner's/Developer's Consulting Engineer and the Ontario Land Surveyor, a lien against the Lands or any part thereof is preserved pursuant to the *Construction Lien Act* and if, in the case of any other payment required to be made under this Agreement, a notice to that effect is forwarded to the Developer by the Manager of Operations in accordance with Section 38. hereof.

#### **35. DEFAULT**

- 35.1 Upon breach by the Developer of any covenant, term, condition or requirement of

this Agreement, or upon the Developer becoming insolvent or making an assignment for the benefit of creditors, the Township, at its option, may declare that the Developer is in default.

- 35.2 Notice of such default ("Notice of Default") shall be given by the Township and if the Developer does not remedy such default within such time as provided in the notice, the Township may declare that the Developer is in final default under this Agreement and shall then forthwith give notice of final default ("Notice of Final Default") thereof to the Developer.
- 35.3 Upon Notice of Default having been given, the Township may require all work by the Developer, their servants, agents, independent contractors, and sub-contractors to cease (other than any work necessary to remedy such default) until such default has been remedied and in the event of final default, may require all work as aforesaid to cease.
- 35.4 Upon Notice of Final Default having been given to the Developer, the Township may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:
- a) enter upon the Lands shown on the Plan of Subdivision by its servants, agents and contractors and complete any work, services repairs or maintenance wholly or in part required herein to be done by the Developer and collect the cost thereof from the Developer and/or enforce any security available to it;
  - b) make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
  - c) retain any sum of money heretofore paid by the Developer to the Township for any purpose and apply the same in payment or part payment for any work which the Township may undertake;
  - d) assume any work or services at its option, whether the same are completed or not, and thereafter the Developer shall have no claim or title hereto or remuneration therefore;
  - e) bring action to compel specific performance of all or any part of this Agreement or for damages;
  - f) add any costs incurred by the Township to the tax collector's roll for the Lands and collect such costs by action or in like manner as municipal real property taxes; or,
  - g) exercise any other remedy granted to the Township under the terms of this Agreement or available to the Township in law.
- 35.5 Developer shall be deemed to be in Final Default if:
- a) the Township receives written notice from the Bank of its intension to not renew the Letter of Credit;
  - b) the Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;
  - c) the Township receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the Township is being altered, cancelled, or allowed to lapse;
  - d) the Developer has not made provision for renewal at least thirty (20) days prior to the date of expiry of any insurance policy, Performance and Maintenance Bond, or Labour and Material Payment Bond;

- e) upon sale of the Lands the new Developer has not delivered to the Township, replacement security deposits; or,
- f) the Developer fails to increase security as required by the provisions of this Agreement.

### **36. INDEMNIFICATION**

36.1 Until the Township passes a By-law assuming the Streets shown on the Plan, the Developer, on behalf of itself, its successors and assigns, including its successors in title of the Lands in the Plans of Subdivision, hereby releases and discharges and indemnifies the Township from and against all actions, causes of action, suits, claims and demands whatsoever which may arise by reason of:

- a) any alteration of the existing grade or level of any Street or Streets on the Plan to bring the said grade or level in conformity with the grade or level required by the Manager of Operations; and,
- b) any damage to the Lands abutting on any Street or Streets shown on the Plan or to any Building erected thereon arising from or in consequence of any such alteration of grade or level; and,
- c) any damages or injuries (including death) to persons or damage to property occurring or arising on any Street or Streets on the Plan however caused.

### **37. COVENANTS THAT RUN WITH THE LAND**

37.1 The Developer and the Township acknowledge and agree that it is their intent that all the terms, conditions and covenants contained herein shall be covenants that run with the land and that the burden of such covenants shall be binding upon the Developer, their successors and assigns, and successors in title, from time to time, of the Lands described in Schedule "A" of this Agreement and any part or parts thereof and that the benefits of the said covenants shall ensure to the Township, its successors and assigns in title of all roads, Streets and public lands forming part of or abutting on the Lands described in Schedule "A".

### **38. NOTICE**

All notices required or permitted to be given by one party to the other shall be given in writing either by prepaid registered mail or delivered personally addressed, in the case of the Township to:

Township of Wainfleet  
31940 Hwy 3, P.O. Box 40, Wainfleet, ON L0S 1V0

and in the case of the Developer to:

SAW Developments Inc.  
42076 Hwy 3, Wainfleet, ON L0S 1V0

or at such other addresses as may be given by either of them to the other in writing from time to time, and such notices shall be deemed to have been received, if mailed, on the third day following that on which it was so mailed and if delivered, on the day of such delivery.

### **39. SCHEDULES**

The Schedules annexed hereto, being Schedules "A" to "H" inclusive, are a part of this Agreement. All Schedules are to be interpreted as if the contents thereof were included in the Agreement.

**40. SPECIAL PROVISIONS**

The Developer shall undertake and complete all other special provisions to this Agreement, as outlined in Schedule "H" which forms part of this Agreement.

**41. NUMBER AND GENDER**

In this Agreement, unless there is something in the subject-matter or context inconsistent therewith:

- a) Words in the singular number include the plural and such words shall be construed as if the plural had been used;
- b) Words in the plural include the singular and such words shall be construed as if the singular had been used; and,
- c) Words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

**42. BINDING EFFECT**

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

IN WITNESS WHEREOF THE Parties hereto have executed this Agreement as of the date and year first above written.

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

) **SAW DEVELOPMENTS INC.**  
)  
)  
) Print Name: DOUG BUITER  
)  
)  
) Signature: \_\_\_\_\_  
)  
) ☐ I have authority to bind the Corporation.

) **THE CORPORATION OF THE TOWNSHIP OF**  
) **WAINFLEET**  
)  
)  
) \_\_\_\_\_  
) Kevin Gibson, Mayor  
)  
)  
) \_\_\_\_\_  
) William J. Kolasa, CAO/Clerk  
)  
) We have the authority to bind the Corporation.

***SCHEDULE "A"***

***LEGAL DESCRIPTION***

PART LOT 18, CONCESSION 3 WAINFLEET, PART 1, PLAN 59R16677; TOWNSHIP OF WAINFLEET (PIN 64013-0237)

PART LOT 18, CONCESSION 3 WAINFLEET, PART 2, PLAN 59R16677; TOWNSHIP OF WAINFLEET (PIN 64013-0239)

PART LOT 18, CONCESSION 3 WAINFLEET, PART 3, PLAN 59R16677; TOWNSHIP OF WAINFLEET (PIN 64013-0238)

PART LOT 18, CONCESSION 3 WAINFLEET, PART 4, PLAN 59R16677; TOWNSHIP OF WAINFLEET (PIN 64013-0240)

PART LOT 18, CONCESSION 3 WAINFLEET, PART 5, PLAN 59R16677; TOWNSHIP OF WAINFLEET (PIN 64013-0236)



***SCHEDULE "B"***

***LANDS CONVEYED FOR PUBLIC PURPOSES***

All references to Blocks and Lots relate to 59M-\_\_\_\_\_.

1. The Developer shall convey free and clear of all encumbrances and at its own expense the Block 16 for the fire suppression storage tank to The Corporation of the Township of Wainfleet:

***SCHEDULE "C"***

***REQUIRED MUNICIPAL & UTILITY EASEMENTS***

All references to Parts, Blocks, and Lots relate to 59R-\_\_\_\_\_.

The Developer shall convey free and clear of all encumbrances and at its own expense, an easement to The Corporation of the Township of Wainfleet; over, under and through Part 1, 2, 3, 6, and 7 for storm water control structure access.

The Developer shall convey free and clear of all encumbrances and at its own expense, an easement to Hydro One; over, under and through Part 4, 5, and 8 for transformer access.

## ***SCHEDULE "D"***

### ***LIST OF APPROVED DRAWINGS***

1. Drawing List, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP0.
2. Grading & Stormwater Management Plan – Part 1, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP1.
3. Grading & Stormwater Management Plan – Part 2, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP2.
4. Plan and Profile No.1, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP3.
5. Plan and Profile No.2, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP4.
6. Plan and Profile No.3, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP5.
7. Plan and Profile No.4, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP6.
8. Plan and Profile No.5, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP7.
9. Section and Details, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP8.
10. Hydro Distribution System (All Services), Prepared by DATOM Group Ltd., dated December 11, 2019, revised dated April 29, 2020 as Drawing No. 19-117-AS1
11. Hydro Distribution System, Prepared by DATOM Group Ltd., dated December 11, 2019, revised dated April 29, 2020 as Drawing No. 19-117-HD1
12. Notes & Schematic, Prepared by DATOM Group Ltd., dated December 11, 2019, revised dated April 29, 2020 as Drawing No. 19-117-NT1
13. Photometric Data, Prepared by DATOM Group Ltd., dated December 11, 2019, revised dated April 29, 2020 as Drawing No. 19-117-PM1
14. Standards, Prepared by DATOM Group Ltd., dated December 11, 2019, revised dated April 29, 2020 as Drawing No. 19-117-ST1
15. Marshville Estates Lot 18 Conc. 3, Prepared by Hydro One Networks Inc., dated May 8, 2020 as Drawing No. 00350-19-263
16. Draft Plan 59M-\_\_\_\_\_, Prepared by Chambers and Associates Surveying Ltd., dated DRAFT May 29, 2020, as Drawing No. 88464-4\_MP\_MAY 29-20
17. Draft Plan 59R-\_\_\_\_\_, Prepared by Chambers and Associates Surveying Ltd., dated DRAFT June 1, 2020, as Drawing No. 88464-4\_RP\_MAY 29-20

**SCHEDULE "E"**

**FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION**

<b>PRIMARY SERVICES</b>				
Drainage swales, ditches and stormwater management facility			\$117,063.75	
Roadways (excluding surface asphalt)			\$145,261.00	
General grading			\$15,600.00	
Hydroseeding of disturbed areas			\$2,000.00	
Hydroseeding of Swales and Ditches			\$4,738.50	
Street lights			\$44,675.60	
Parking Lot Turn Around			\$16,216.00	
Fire Suppression Tank			\$64,144.00	
<b>SubTotal for Primary Security Purposes</b>			<b>\$409,698.85</b>	
Contingencies (5%)			\$20,484.94	
Engineering (10%)			\$40,969.89	
<b>Subtotal Primary Servicing, Engineering and Contingency</b>			<b>\$471,153.68</b>	
13% HST			\$61,249.98	
<b>TOTAL PRIMARY SERVICES COST</b>			<b>\$532,403.66</b>	
<b>Letter of Credit for Primary Services (20%)</b>			<b>\$106,480.73*</b>	(1)
<b>SECONDARY SERVICES</b>				
Final asphalt- Including sweeping, removal of fillets, padding, and appurtenances.			\$25,618.80	
Grading and sodding/hydroseeding boulevards			\$10,000.00	
Road base repairs and milling			\$10,000.00	
<b>SubTotal for Secondary Security Purposes</b>			<b>\$45,618.80</b>	
Contingencies (5%)			\$2,280.94	
Engineering (10%)			\$4,561.88	
<b>Subtotal Secondary Servicing, Engineering and Contingency</b>			<b>\$52,461.62</b>	
13% HST			\$6,820.01	
<b>TOTAL SECONDARY SERVICES COST</b>			<b>\$59,281.63</b>	
<b>Letter of Credit for Secondary Services (50%)</b>			<b>\$29,640.82</b>	(2)
<b>TOWNSHIP FEES</b>				
Final Approval of a Draft Plan of Subdivision Fee			\$1,627.00	(3)
<b>LETTER OF CREDIT REQUIRED (1) + (2)</b>			<b>\$144,906.17</b>	
* Letter of Credit for Primary Services Received at the Execution of the Pre-servicing Agreement				
<b>CASH PAYMENT REQUIRED (3)</b>			<b>\$1,627.00</b>	

**COST OF EXISTING ROADWAY IMPROVEMENT**

Notwithstanding anything contained in this schedule or this Agreement to the contrary, the Township agrees to pay all costs associated with the improvement of the existing portion of Marshville Drive to the standards required by this Agreement for all roadways to the satisfaction of the Manager of Operations. The existing roadway is identified on the Drawing Number 18-03-PP5 & 18-03-PP6 Plan & Profile of Marshville Drive prepared by JAM Engineering and Construction Services Dated May 20, 2020 as STA 1+000 to STA. 1+180. (approx. 180m).

***SCHEDULE "F"***

***RESERVED***

## ***SCHEDULE "G"***

### ***BUILDING RESTRICTIONS***

(To be included in all Deeds)

The Developer shall cause to be registered against all Lots in the Subdivision the transfer restrictions and restrictive covenants outlined below.

According to the nature of the annexed instrument, the words "Vendor", "Purchaser" and "Land" shall have the following meaning:

- (a) "VENDOR" means and includes also a grantor, transferor or seller and the heirs, successors and assigns of the Vendor.
- (b) "PURCHASER" means and includes also a grantee, transferee or buyer and the heirs, successors and assigns of the Purchaser.
- (c) "LAND" means and includes the land intended to be sold, conveyed or transferred by such instrument.

The Purchaser shall, in respect of the herein described land, adhere to and comply with the Lot Grading Plan attached to the subdivider's agreement registered in the Land Titles Office for Niagara South and, in particular, shall do nothing to interfere with or impede the drainage patterns shown thereon. All grade elevation shown on the said Lot grading plan shall be maintained after construction of any building or structure upon the herein described land in accordance with the Township's Lot Grading Control Policy. In the event that the Purchaser fails to maintain such elevations, or to maintain the proper grades and levels herein referred to, or in the event that the Purchaser impedes any drainage system or pattern on the herein described Lands or neighbouring lands, the Purchaser shall be responsible for the immediate rectification and alteration of the land to conform with the drainage system or patterns laid out in the subdivider's agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

The Purchaser shall, in the event of requiring a different driveway entrance from that installed by the Vendor, relocate services/utilities at purchaser's expense.

The Purchaser shall, within twelve (12) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, sod/hydroseed the lot.

The Purchaser shall maintain the road allowance between the Lot line and the curb nearest thereto in good condition and free from weeds and shall cut the grass thereon at frequent intervals.

The Purchaser will not remove any topsoil or strip the Lot of vegetation prior to commencing construction of a home on the Lot. Only then will the Purchaser strip and excavate to the limit approved by the Township.

The Purchaser shall not occupy the dwelling on the Lot concerned until the Chief Building Official for the Township has certified that such of the following services, as are applicable to the property, have been installed and are operating adequately to serve the dwelling, or in the case of telephone services, are at least available to houses within the Plan: hydro, and telephone.

The Purchaser shall not impede by the placing of fill, Buildings or other structures or Works any natural watercourse, swale, ditch, etc. which exists on the property.

The Purchaser shall not discharge by direct connection to a storm swale any discharge from eaves troughing, downspouts or swimming pools.

The Purchaser shall not erect any free-standing tower, radio antenna, communication tower or similar structure.

No one shall interfere with the drainage swales or surface drainage pattern on a Lot without explicit written permission from the Township's Manager of Operations. All swales are for storm water management purposes and it shall be the responsibility of the Owner to maintain the drainage across the Lot in accordance with the approved grading plan. Should the Township find it necessary to enter upon the Lands to undertake any inspection of or any Works with regard to any drainage or storm water management works, the Township shall have such rights as are prescribed by the Subdivision Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2020 and registered the \_\_\_\_ day of \_\_\_\_\_, 2020.

This Plan of Subdivision has an approved Tree Saving Plan. It may be a violation of Niagara Region By-law 30-2008 (Regional Tree By-law) to remove trees in a manner not in accordance with the approved Tree Saving Plan.

Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling unit occupants as the sound levels exceed the Municipality's and the Ministry of Environment, Conservation and Parks' noise criteria.

This dwelling unit has been designed with the provision for adding central air condition at the occupant's discretion. Installation of central air condition by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the limits of the Municipality's and the Ministry of Environment, Conservation and Parks' noise criteria.

These lands are in proximity to lands designated for agricultural uses. The lands may be subject to noise, odour, and/or dust from nearby agricultural operations, which may interfere with some activities of the dwelling occupants."

## ***SCHEDULE "H"***

### ***SPECIAL PROVISIONS***

#### ***1. Turn around on Township park***

The subdivision design requires a parking lot turn around at the end of Jacob Lane. The design and location can be found on the Grading & Stormwater Management Plan, Drawing Number 18-03-PP1 prepared by JAM Engineering Dated July 13, 2020. Developer is responsible for all costs associated with constructing this parking lot turn around. The Township agrees the parking lot will be constructed on Township property and shall grant the Developer access to such portion of the Township lands as required to complete this obligation. This parking lot area will be used as a turnaround for waste collection vehicles and fire fighting vehicles. An easement or agreement over the adjacent Township of Wainfleet property in order to allow access for the Regional waste/recycling vehicles is required. The owner and Township of Wainfleet will complete an Indemnity Agreement with Niagara Region prior to the commencement of Regional waste collection services.

#### ***2. Ditch located on Township park***

The subdivision design requires a storm water management ditch located adjacent to the west property line of Lot 3. The design and location can be found on the Grading & Stormwater Management Plan, Drawing Number 18-03-PP1 prepared by JAM Engineering Dated July 13, 2020. Developer is responsible for all costs associated with constructing this ditch. The Township agrees the ditch will be constructed on Township property and shall grant the Developer access to such portion of the Township lands as required to complete this obligation.

#### ***3. Private Septic Services***

Private septic services design will be submitted with building permit applications and approved on a lot by lot basis to the satisfaction of the Township with respect to the recommendations in Section 7 of the Hydrogeological Assessment prepared by Terra-Dynamics Consulting Inc. (dated June 2018).

#### ***4. Tree Savings Plan***

The owner agrees to implement the approved Tree Saving Plan required in accordance with conditions below to be reviewed at the time of each Building Permit application:

- a. A Tree Saving Plan will be provided for Regional approval, completed in accordance with the requirements listed in the Region's Tree and Forest Conservation By-Law.
- b. Should vegetation removals be proposed up to the edge of the Significant Woodland, permanent rear-lot fencing bordering the Woodland should be provided to reduce human encroachment and limit the movement of pets into the adjacent natural areas.
- c. A no-gate by-law is recommended.

#### ***5. Environmental Impact Mitigation Measures***

The owner agrees to implement the following mitigation measures as recommended by the Environmental Impact Study Addendum prepared by Colville Consulting Inc. dated April 2019:

- a. Vegetation removal must be undertaken between October 16 and mid-March, outside of both the breeding bird nesting period and bat active season.
- b. Filling (grading) of any vernal pools located within the limits of construction impact should be conducted during dry conditions.
- c. Any wildlife (amphibians) residing in any permanent pools located within the limits of construction impact should be relocated to a suitable habitat within Lot 10 (as described in the EIS Addendum Section 7.1). Wildlife salvage/relocation must be undertaken by a qualified professional immediately prior to any vegetation removal or filling (grading) of pockets of standing water within the development area.
- d. Uncommon plant species (e.g. marsh speedwell, Pennsylvania bitter cress and shallow sedge) located within the limits of construction impact should be transplanted into a suitable habitat area within Lot 10 (as described in the EIS Addendum Section 7.1). Plant relocations must be undertaken by a qualified professional prior to any vegetation removal.
- e. Any security lighting to be installed on future building should be directed away from the retained portions of woodland (including vernal pools).



- f. Standard best management construction practices shall be used to mitigate construction dust, noise and/or exhaust fumes and prevent spills.

**6. *Canada Post Notice***

The developer shall include on all offers of purchase and sale, a statement that advises the prospective purchaser:

- a. That the home/business mail delivery will be from a designated Centralize Mail Box.
- b. That the developers/owners be responsible for officially notifying the purchasers of the exact Centralize Mail Box locations prior to the closing of any home sales.

**7. *Ministry of Transportation of Ontario (MTO)***

The developer shall obtain Ministry of Transportation of Ontario (MTO) permit(s) prior to any Works being done on the Lands.

**APPENDIX “C”**

**CORPORATION OF THE  
TOWNSHIP OF WAINFLEET  
BY-LAW NO. 0XX-2020**

Being a by-law to amend By-law 042-2010 being a by-law to adopt municipal and private road names in the Township of Wainfleet.

**WHEREAS** the Township of Wainfleet has adopted a by-law to consolidated all municipal and private road names within the Township of Wainfleet in accordance with the Municipal Addressing Policy;

**AND WHEREAS** the Council of the Township of Wainfleet has authorized final approval of draft plan of subdivision, File No. P01/2018W, upon execution of the subdivision agreement;

**AND WHEREAS** the registration of the plan of subdivision will establish a new municipal road to service the subdivision;

**AND WHEREAS** the name of the new municipal road is in compliance with the road naming policies of the Municipal Addressing Policy;

**NOW THEREFORE** the Council of the Corporation of the Township of Wainfleet **HEREBY ENACTS AS FOLLOWS:**

1. **THAT** Schedule “A” of By-law 042-2020, as amended, be further amended to include Jacob Lane in the consolidated list of street names in the Township of Wainfleet;
2. **AND THAT** the By-law shall come into effect upon registration of the plan of subdivision.

BY-LAW READ AND PASSED THIS 1<sup>st</sup> DAY OF SEPTEMBER, 2020.

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K. Gibson, MAYOR

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W. Kolasa, CLERK

**TO:** Mayor Gibson & Members of Council

**FROM:** William Kolasa, Chief Administrative Officer

**DATE OF MEETING:** September 1, 2020

**SUBJECT:** COVID-19 Impact Report

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**RECOMMENDATION(S):**

**THAT** Administrative Staff Report ASR-027/2020 respecting COVID-19 Impact Report be received as information.

**EXECUTIVE SUMMARY:**

The Township of Wainfleet continues to operate under a formally declared state of emergency due to the worldwide COVID-19 Pandemic (as does the Region of Niagara). The Provincial Emergency declaration is, however, now expired and revoked as of July 24, 2020, with most Emergency Orders originally issued by the Province of Ontario continuing in force and effect for the time being.

The Township continues to monitor the COVID-19 situation and guide development of appropriate responses to ensure the safety of the community and staff while providing for continuity of municipal services.

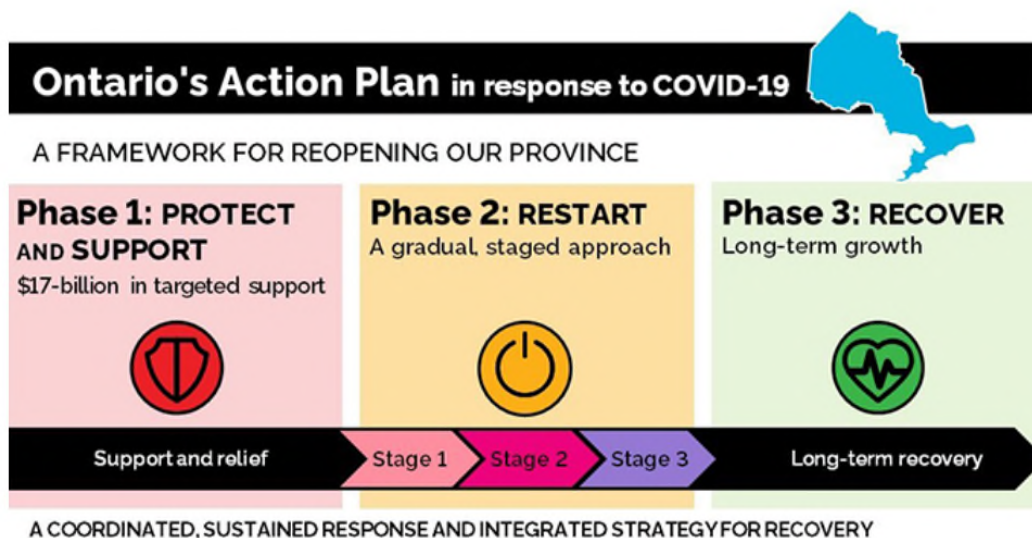
**BACKGROUND:**

On April 3, 2020, the Township of Wainfleet along with Niagara Region and its 11 other local area municipalities jointly declared a State of Emergency under the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E9. The declaration provides the municipality with all options available under the Act to protect the health and safety of its residents.

Prior to the emergency declaration, the Township's Emergency Operations Centre (EOC) had been in partial activation since March 13, 2020. The Emergency Control Group (ECG) has been meeting regularly since March (daily at first, then on a 48-hour cycle, then a twice-weekly cycle and now a weekly cycle) to monitor the evolving COVID-19 situation at the federal, provincial and regional levels and the related impacts on the municipality. Most recently, the ECG has further scaled back its operations as we continue through this recovery phase – with only key command staff and section chiefs attending the regular weekly meetings, instead of the full ECG complement.

By early June, the Province entered Stage 1 of Phase 2 of the Province's framework for reopening (restart). On June 15, 2020, the Province announced that Niagara Region would be eligible to advance to Stage 2 of Phase 2. And, on July 20, 2020, the Province

announced that it would allow Niagara Region to advance into Stage 3 of Phase 2 of the Ontario's Action Plan towards recovery effective July 24, 2020.



The Province's reopening plan provides that nearly all businesses and public spaces will be able to gradually reopen in Stage 3, with public health and workplace safety restrictions in place, while some high-risk venues and activities will remain closed until they can safely resume operations. Based on the advice of the Chief Medical Officer of Health and other health experts, indoor and outdoor gathering limits will also be increased. Physical distancing remains a requirement for all people who are not from the same household or social circle.

In keeping with the gradual approach to reopening the province, the Province continues to monitor key public health indicators and some Stage 3 restrictions will be further eased over time when it is safe to do so.

During this entire exercise, the Township's ECG has undertaken planning and decision-making guided by four key objectives:

1. To focus on recovery, while continuing to provide essential municipal services.
2. To ensure the health, safety and security of the public and staff during the pandemic and through the recovery process.
3. To continue to be able to support Niagara Health, Public Health, Niagara Region and our other partners.
4. To ensure the Township remains in a financially sustainable condition during this pandemic emergency.

### **OPTIONS/DISCUSSION:**

As the Province proceeds with a deliberate easing of restrictions as part of its reopening framework, the Township has also taken steps towards the resumption of normalcy.

### Town Hall

As outlined in COVID-19 Impact Report ASR-025/2020, considered by Council at its meeting of August 4, 2020: the Township continues to operate its administrative services using two shifts, one working within the office while the other works remotely, in order to ensure continuity of services should a local outbreak occur. We anticipate this staffing methodology continuing during the duration of the COVID-19 threat.

On August 17, 2020, the Township issued a news release announcing that Town Hall was now prepared to accept appointments from members of the public who are unable to conduct their municipal business online or via other remote-access channels that the Township has put in place during the course of the pandemic. The ability to accept appointments is organized around safety measures to protect both residents and staff (including the installation of appropriate safety barriers, pre-screening of appointments, socially-distanced meeting rooms and the use of face masks in public areas).

To that end, to address recommendations made by the Province and local public health officials (see: [Province of Ontario's workplace health and safety guidelines](#)) with respect to the re-opening of businesses: a new permanent barrier has been installed in the main lobby/reception area of Town Hall and temporary barriers are available to accommodate in-person meetings (by appointment) in the public area of the Council Chambers.



To help stem the spread of COVID-19, residents who are comfortable and able to conduct their business remotely (via electronic means or telephone) are still encouraged to do so. Persons needing to conduct their business at Town Hall are being requested to first call the Township's main telephone line and speak to staff who can arrange "in-person" appointments.

### Niagara Region Face Covering By-law

As detailed in COVID-19 Impact Report ASR-025/2020, considered by Council at its meeting of August 4, 2020: residents attending any Township indoor public places are required to wear a face covering in accordance with the Region's By-law and the

Township's own Face Covering Policy – which the Township was required to develop to satisfy the requirements of the Regional By-law. A copy of the Township's Policy is attached to this report for information.

#### Arena and other Facilities

Staff continue efforts to plan for the further re-opening and rental of other municipal facilities this fall including the Arena, Firefighters Memorial Community Hall, Senior's Centre and so on. Internal policies and processes are currently being developed to address facility uses, particularly by at-risk populations, using Provincial Guidelines, best practices of other comparable municipalities and advice from appropriate health professionals. Additional information will be provided as it becomes available.

#### Funding Assistance

On August 12, 2020, the Township received notification from the Minister of Municipal Affairs and Housing that Wainfleet will receive a payment of \$195,100 from the federal-provincial Safe Restart Program, designed to support municipalities in responding to COVID-19. A copy of the Minister's letter is attached to this report as information – and further COVID-19 financial details will be the subject of a future report.

#### Conclusion

The COVID-19 pandemic continues to pose a serious threat to the community as well as the Township's ability to provide services in the same manner as historically delivered. Although the levels of cases of COVID-19 continue to decrease regionally, the threat remains serious and the Township must remain vigilant throughout the recovery phases so that we are able to continue to provide essential services that our residents expect.

The ECG continues to respond to the pandemic with prepared business continuity plans and has been diligently planning for potential future developments. The ECG continues to be dedicated to the safety of staff and the community, while ensuring essential services continue to be delivered without interruption and focusing on business continuity and re-opening the Township in the safest manner possible.

#### **FINANCIAL CONSIDERATIONS:**

The Township continues to seek alternative revenue sources to assist in offsetting costs incurred by the municipality in responding to the COVID-19 pandemic.

#### **OTHERS CONSULTED:**

- 1) Emergency Control Group

**ATTACHMENTS:**

- Appendix "A" - Wainfleet Face Covering Policy (as required by Niagara Region By-law No. 2020-46)
- Appendix "B" - Correspondence from Minister of Municipal Affairs and Housing re: Safe Restart Agreement/Program

Respectfully submitted and approved by,

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William J. Kolasa  
Chief Administrative Officer

## **APPENDIX “A”**

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# TOWNSHIP OF WAINFLEET POLICY

Page 1 of 2

<b>Policy Title:</b>	<b>Face Covering Policy</b>
<b>Policy Number:</b>	
<b>Legislative Authority:</b>	<b>Niagara Region By-law No. 2020-46</b>
<b>Date of Council Approval:</b>	<b>N/A</b>
<b>Date of Revision(s):</b>	<b>2020-07-31</b>

## **1. DEFINITIONS**

- 1.1. Council shall mean the Council of the Corporation of the Township of Wainfleet.
- 1.2. Employee means an employee, worker or agent of the Township of Wainfleet.
- 1.3. Enclosed Public Space shall mean all or any portion of any building owned by the Township of Wainfleet that is located indoors and where the public is ordinarily invited or permitted access to whether or not a fee is charged or a membership is required for entry.
- 1.4. Face Covering shall mean a mask or other face covering, including a bandana or scarf constructed of cloth, linen or other similar fabric that fits securely to the head and is large enough to completely and comfortably cover the mouth, nose and chin without gaping.
- 1.5. Member of Committee shall mean any person appointed by Council to sit on a committee of Council.
- 1.6. Member of Council shall mean an elected member of the Council of the Corporation of the Township of Wainfleet.
- 1.7. Person shall have the same meaning as prescribed by Niagara Region By-law No. 2020-46, being a by-law to require mandatory face coverings in enclosed public places during the COVID-19 pandemic.

## **2. PURPOSE**

- 2.1. The purpose of this Face Covering Policy is to:
  - 2.1.1. Protect the health, safety and well-being of staff, citizens and other visitors Township buildings and facilities as the Province re-opens; and
  - 2.1.2. Assist in reducing the spread of COVID-19 in Wainfleet and Niagara Region.

## **3. POLICY STATEMENT**

- 3.1. All Persons are required to wear a Face Covering upon entering and remaining within any Enclosed Public Space owned by the Township of Wainfleet.



## TOWNSHIP OF WAINFLEET POLICY

Page 2 of 2

<b>Policy Title:</b>	<b>Face Covering Policy</b>
<b>Policy Number:</b>	
<b>Legislative Authority:</b>	<b>Niagara Region By-law No. 2020-46</b>
<b>Date of Council Approval:</b>	<b>N/A</b>
<b>Date of Revision(s):</b>	<b>2020-07-31</b>

#### **4. SCOPE**

- 4.1. This policy shall apply to all Persons attending any Enclosed Public Space owned by the Township of Wainfleet including, but not limited to: Employees, Members of Committee, Members of Council and members of the public.
- 4.2. Notwithstanding Section 4.1, the following Persons are exempted from being required to wear a face covering while in an Enclosed Public Space and will not be required to provide proof of such exemption:
  - 4.2.1. A child who is under the age of five (5) years old;
  - 4.2.2. A person who is unable to wear a face covering as a result of a medical condition or a disability pursuant to the Human Rights Code, R.S.O. 1990, c. H.19, who is unable to put on or remove a face covering without assistance or for whom a face covering would inhibit the person's ability to breathe;
  - 4.2.3. A Person engaged in a sport or other strenuous physical activity;
  - 4.2.4. A Person while assisting or accommodating another person with a hearing disability.
  - 4.2.5. Employees, Members of Committee and Members of Council within an area not for public access, within or behind a physical barrier, or within a building or portion thereof closed to the public for the time being.

#### **5. PROCEDURES/GUIDELINES**

- 5.1. The Township of Wainfleet will:
  - 5.1.1. Ensure that all Persons working at an Enclosed Public Space are trained in the requirements of this policy.
  - 5.1.2. Provide a copy of this policy for inspection by any persons authorized to enforce Niagara Region By-law No. 2020-46.
  - 5.1.3. Post clearly visible signage conspicuously at all entrances to the enclosed public space in accordance with Section 12 of Niagara Region By-law No. 2020-46.
  - 5.1.4. Provide hand sanitizer at all public entrances and exits at all times for the use of members of the public attending the Enclosed Public Space.

## **APPENDIX “B”**

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**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister  
777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre  
777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél. : 416 585-7000



234-2020-3359

August 12, 2020

Mayor Kevin Gibson  
Township of Wainfleet  
31940 Hwy 3 P.O. Box 40  
Wainfleet ON L0S 1V0

Dear Mayor Gibson:

On July 27, 2020, as part of the federal-provincial Safe Restart Agreement, the Ontario government announced that it had secured up to \$4 billion in emergency assistance to provide Ontario's 444 municipalities with the support they need to respond to COVID-19. I am writing to you today to provide further details on this funding investment.

Municipalities play a key role in delivering critical services that Ontarians rely on and are at the frontlines of a safe reopening of the economy. This investment will provide support to municipalities and public transit operators to help them address financial pressures related to COVID-19, maintain critical services and protect vulnerable people as the province safely and gradually opens. It includes:

- Up to \$2 billion to support municipal operating pressures, and
- Up to \$2 billion to support municipal transit systems.

The Honourable Caroline Mulroney, Minister of Transportation, will provide more information on the transit stream of this funding.

I would also like to acknowledge the Federal government in their role in this historic agreement. As Premier Ford has indicated, "by working together, we have united the country in the face of the immense challenges brought on by COVID-19 and secured a historic deal with the federal government to ensure a strong recovery for Ontario and for Canada".

Under the municipal operating stream, \$1.39 billion will be available to Ontario's municipalities to address operating pressures and local needs. This funding will be allocated in two phases: 50% allocated in Phase 1 for all municipalities, and 50% allocated in Phase 2 for municipalities that require additional funding.

The Safe Restart Agreement also includes a second phase of Social Services Relief Funding (SSRF) totalling \$362 million. This is in addition to significant investments made earlier to the SSRF and in support of public health. Details will be outlined in a letter to Service Managers in the coming days.

#### Municipal Operating Funding Phase 1: Immediate Funding for Municipal Pressures

Phase 1 of this funding will be allocated on a per household basis and I am pleased to share that the **Township of Wainfleet will receive a payment of \$195,100** to support your COVID-19 operating costs and pressures.

Please note that your municipality is accountable for using this funding for the purpose of addressing your priority COVID-19 operating costs and pressures. If the amount of the funding exceeds your municipality's 2020 COVID-19 operating costs and pressures, the province's expectation is that your municipality will place the excess funding into reserves to be accessed to support COVID-19 operating costs and pressures that you may continue to incur in 2021. Your municipality will be expected to report back to the province in March 2021 with details on your 2020 COVID-19 operating costs and pressures, your overall 2020 financial position, and the use of the provincial funds in a template to be provided by the ministry. More details on this reporting will be shared in the coming weeks.

**In the meantime, I am requesting that your municipal treasurer sign the acknowledgement below and return the signed copy to the ministry by email by September 11, 2020 to [Municipal.Programs@ontario.ca](mailto:Municipal.Programs@ontario.ca).** Please note that we must receive this acknowledgement before making a payment to your municipality. We intend to make payments to municipalities in September, subject to finalizing details.

#### Phase 2: Funding for Additional Municipal Pressures

I anticipate that the funding our government is providing through Phase 1 of the municipal operating stream will be sufficient to address COVID-19 costs and pressures for most municipalities. However, we recognize that some municipalities have experienced greater financial impacts arising from COVID-19 than others. As a result, we are offering a second phase of funding to those municipalities that can demonstrate that 2020 COVID-19 operating costs and pressures exceed their Phase 1 per household allocation.

To be considered for this Phase 2 funding, municipalities will be required to submit reports outlining their COVID-19 operating costs and pressures in a template to be provided by the ministry. **These reports will be due by October 30, 2020.**

Municipalities that require additional time to submit their report are asked to reach out to their Municipal Services Office contact by October 30, 2020 to request an extension to November 6, 2020. **Please note that the ministry is unable to consider municipal requests for Phase 2 funding if the municipality has not submitted its report by November 6, 2020.**

A template for this municipal report and request for consideration for Phase 2 funding will be provided shortly and will require:

1. Information about measures the municipality has undertaken to reduce financial pressures (e.g. use of reserves, cost saving measures);
2. Explanation of how the municipality applied or plans to spend Phase 1 funding towards COVID-19 operating costs and pressures;
3. A year-end forecast of COVID-19 operating costs and pressures;
4. Actual COVID-related impacts as of the end of Q3 of the municipal fiscal year (September 30, 2020);
5. Treasurer's statement as to accuracy of reporting;
6. Resolution of Council seeking additional funding.

Municipalities who are eligible and approved to receive funding under Phase 2 will be informed before the end of the calendar year and can expect to receive a payment in early 2021.

Our government will continue to be a champion for communities as we chart a path to a strong economic recovery. We thank all 444 Ontario municipal heads of council for their support through our negotiations with the federal government. Working together, we will ensure Ontario gets back on track.

Sincerely,



Steve Clark  
Minister of Municipal Affairs and Housing

**TO:** Mayor Gibson & Members of Council

**FROM:** William Kolasa, Chief Administrative Officer

**DATE OF MEETING:** September 1, 2020

**SUBJECT:** Wainfleet Beaches

---

**RECOMMENDATION(S):**

**THAT** Administrative Staff Report ASR-028/2020 regarding Wainfleet Beaches be received as information;

**AND THAT** a public meeting be scheduled to receive input from the public regarding beach issues, options and alternatives.

**EXECUTIVE SUMMARY:**

This report reviews recent Council deliberations undertaken to attempt to address ongoing resident complaints regarding the conduct of the public at Wainfleet beaches and proposes that a public meeting be scheduled to engage the community to better clarify issues, options and alternatives to improve the current situation.

**BACKGROUND:**

At its meeting of August 4, 2020, Council considered COVID-19 Impact Report ASR-025/2020, which reviewed various policy options available to Council to address continuing complaints being received from residents regarding the conduct of the public at Wainfleet beaches; most notably (though not exclusively), beaches located at the Township's Augustine Road Beach Access. A number of policy options were discussed in the report: one of which included a proposed by-law to regulate municipal beach properties. Direction was given to staff to return that by-law to Council for further consideration at the next available meeting of Council.

In addition, Council provided direction to staff to initiate enforcement of the Township's Zoning By-law as it relates to beach parking occurring on private properties in close proximity to the Township's beach access.

**OPTIONS/DISCUSSION:****By-law Regulating Municipal Beach Properties**

Following Council's original consideration of the draft by-law proposing to regulate municipal beach properties last month, the township has received a number of comments from residents regarding elements of the by-law. Likewise, staff have identified a number of potential regulatory options that warrant further consideration prior to the enactment of the by-law.

Based on these circumstances, and in the interest of ensuring that the newly-proposed regulatory by-law appropriately reflects diverse community needs, at this time staff are recommending that, prior to enactment of the by-law, further public engagement first be undertaken.

To that end, staff are recommending that a public workshop be held prior to the end of the September to receive input regarding the broad range of issues facing residents and to provide information and policy options to the public for information and comment.

As the Township (and the Region, province and country) continue to operate in a COVID-19 environment that currently precludes mass gatherings, the public workshop is proposed to occur in a hybrid fashion. Specifically, such a meeting would occur with a limited number of persons in physical attendance - but with increased transparency and participation through broader attendance via remote, electronic means (ie. the Zoom Meeting Platform being used by the Township as part of its own pandemic response). Such a hybrid session would also facilitate the participation of out-of-town property owners that may not otherwise be able to attend (including those constrained due to federal boarder and quarantine restrictions).

#### Zoning By-law Enforcement

Following Council's direction to staff to initiate enforcement of Zoning By-law regulations regarding permitted land uses at its meeting of August 4<sup>th</sup>: staff met with several business owners to discuss the matter on August 7, 2020.

The first steps of any enforcement action (and particularly in the case of Zoning By-law matters) include an education component: to ensure that members of the public are familiar with the applicable regulations and they have an opportunity to voluntarily amend their activities to be in compliance with the established regulations.

In this case, in addition to staff being able to provide information to the business owners regarding the Township's zoning framework – the business owners likewise were able to provide information to staff regarding the history of their activities, including a Lakefront Enhancement Strategy spearheaded by the Township in 2014 in accordance with its then Official Plan and its Recreation Master Plan (a copy of Report PSR-002/2015 is attached for reference – page 3 of the report details the proposed role of Long Beach Businesses).

The business owners have also retained legal representation (correspondence attached) which also raises the possibility of the public parking uses occurring on the properties as being legal non-conforming land uses.

Based upon that original strategy and approach, the business owners clearly expressed a desire and willingness to continue offering public parking on the lands. Under these circumstances, and in light of the spirit of collaboration between Council and the business community, staff do see merit in further investigation and discussions regarding the situation and development of a plan to address the situation. In keeping with normal enforcement protocols, further enforcement of the Zoning By-law will be held in abeyance pending consideration of this option by Council.



Further, in light of staff's recommendation regarding a proposed public engagement prior to the end of September, staff suggest that the matter of public parking could be included as a discussion point during the workshop – and public comments could help inform Council's deliberations and eventual decision regarding the desire expressed by local business owners to continue to offer public parking.

### Next Steps

In the event that Council is supportive of a public workshop, staff would propose that the following steps would take place:

1. Establishment of a date for the Workshop;
2. Assembly of background information to assist in guiding discussions;
3. Making background information available publicly in advance of the workshop;
4. Coordinating reservations for persons wishing to attend the workshop in person (due to COVID-19 limitations, staff would recommend holding the workshop in the largest Township venue possible, and limiting physical attendance to meet Provincial/Regional Public Health guidelines)
5. Coordinating remote access for all other persons interested in attending the workshop virtually;
6. Ensuring opportunities for public comment – both during the workshop and via other means (public comment questionnaires/surveys, etc.)
7. Conduct the Workshop.

Information gathered during the workshop would then be collated and returned to Council for further consideration at the next available opportunity where Council would be able to consider the matter of the Wainfleet beaches.

### **FINANCIAL CONSIDERATIONS:**

To ensure the broadest opportunity for public engagement under the current COVID-19 circumstances, staff would anticipate that the proposed workshop would occur in the Wainfleet Memorial Firefighters Community Hall and the proceedings be broadcast live via WeeStream. In addition to staff time and resources, therefore, the Township could see additional costs of approximately \$1,000 to conduct the engagement session.

### **OTHERS CONSULTED:**

- 1) Strategic Leadership Team

### **ATTACHMENTS:**

- Appendix "A" - Report PSR-002/2015 – Lakefront Projects for Funding
- Appendix "B" - Correspondence dated 2020/08/28 from Sullivan Mahoney re: Beach Parking

Respectfully submitted and approved by,

---

William J. Kolasa  
Chief Administrative Officer

## **APPENDIX “A”**

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**TO:** Mayor Jeffs & Members of Council  
**FROM:** M. Sullivan, Manager of Planning  
**DATE OF MEETING:** January 6, 2015  
**SUBJECT:** Lakefront Projects for Funding

---

**RECOMMENDATION(S):**

**THAT** this report be received;

**THAT** Council select the project(s) the Township will pursue for matching Regional funding under the Lakefront Enhancement Strategy;

**AND THAT** Council pass a resolution confirming its support-in-principle.

**EXECUTIVE SUMMARY:**

The Region of Niagara offers the Lakefront Enhancement Strategy (LES), which provides matching funding for qualifying municipal projects. Township staff are members of the Municipal Advisory Group, which reviews all applications and makes recommendations for funding to Regional Council. Once an application is received and meets the LES criteria, the Region will consider providing funding at up to a matching level.

2014 was the first full year for the LES. The Township has an opportunity to benefit from this matched funding, by choosing projects to pursue. Two projects are being considered:

1. Gazebo and picnic area (Lakeshore at the foot of Quarry Rd)
2. Long Beach improved access (Brawn Road unopened road allowance)

In order to get the applications prepared in line with Regional requirements, Council direction is required now, particularly for the project at Long Beach.

Township staff have worked together to determine if either/both of these projects are viable. The Gazebo appears to be viable and reasonably straightforward project. The Long Beach project has some more significant issues, including ease of beach access during peak periods of the summer and the potential impacts of increased activity to neighbours.

Regional funding is tied to Township funding and planning justification. In this instance, the Recreational Master Plan (Plan) provides the basis. It places a heavy emphasis on the need for partnerships. In the case of Long Beach, local businesses and CAA Niagara are on board.

On receipt of Council's direction, via resolution, staff will initiate the work required to submit application to the Region for spring 2015 funding.

**BACKGROUND:**

The Region of Niagara offers the Lakefront Enhancement Strategy (LES), which provides matching funding for qualifying municipal projects. Once an application is received and meets the LES criteria, the Region will match Township funding.

2014 was the first full year for the LES. Regional funding requires that construction begin in the year awarded, with an estimated end date so that monitoring can be carried out. For 2015, two projects are being considered:

1. Gazebo and picnic area (Lakeshore at the foot of Quarry Rd)
2. Long Beach (Brawn Road unopened road allowance)

The Mayor, based on input from the Recreation Master Plan Implementation Committee, originally suggested the Gazebo project to staff earlier this year. Staff then confirmed that Regional funding would be available in 2015, subject to a successful application. Staff also confirmed that construction would be possible during 2015 as well. Maps of each proposed project location are provided in Appendix "A".

Long Beach was identified based on LES funding criteria, meetings with CAA Niagara, local businesses and a review of the Recreation Master Plan. Staff consider the Long Beach area to be prime for economic development and, given the Brawn road allowance is one of the few public accesses to the Lake in this area, this seemed like an appropriate location to consider.

Project details have not yet been worked out, although staff are looking at these ideas:

<b>Gazebo – Lakeshore @ Quarry Road</b>	<b>Long Beach Area</b>
1. Gazebo structure <ol style="list-style-type: none"> <li>a. Likely metal for longer life and prevent damage</li> </ol>	1. Parking area <ol style="list-style-type: none"> <li>a. Limited on Augustine Road</li> <li>b. Paid parking provided by Concessi's and DJ's Restaurant (see letters in Appendix)</li> </ol>
2. Parking area <ol style="list-style-type: none"> <li>a. Access from both Lakeshore Road and Quarry Road</li> <li>b. Gravel surface</li> </ol>	2. Enhanced access <ol style="list-style-type: none"> <li>a. Public Works has noted historical erosion issues at the existing access</li> <li>b. Clay could be imported and placed on the sand, to reduce erosion and allow increased foot traffic.</li> </ol>
3. Boardwalk <ol style="list-style-type: none"> <li>c. Connect parking area to gazebo to minimize impact to the vegetation and beach</li> <li>d. Easier to maintain</li> </ol>	3. Bicycle Facilities <ol style="list-style-type: none"> <li>a. CAA Niagara will provide bike racks</li> <li>b. CAA "Bike Assist" program signage and information will be supplied</li> <li>c. Parking would be at Concessi's and DJ's</li> </ol>
4. Landscaping <ol style="list-style-type: none"> <li>e. Vegetation or fencing, as required to delineate parking area and private property on the beach</li> </ol>	4. Washroom Facilities <ol style="list-style-type: none"> <li>a. Township to purchase</li> <li>b. Placed on Brawn road allowance and/or at CAA Bike Assist location</li> </ol>
5. Signage for parking, private property, etc	6. Signage to identify parking, walkway and private property.

CAA Niagara Role

Staff were connected to CAA Niagara through Region of Niagara Public Health, who are promoting bicycling, which is very popular in the region for destination locations for primarily day trips. At either location, the bicycle riders would have a place to eat, rest, enjoy the scenery and, if necessary have a known location at which to call CAA for a bicycle repair.

CAA offers this service at no charge, including the bicycle racks. They will, however place advertising at the site, for both bike assist and their other services. Full details of CAA's Bike Assist program are provided in Appendix B.

Long Beach Business Role

Improved public access to the Lake Erie shoreline is a goal of the Township's Official Plan as well as Recreational Master Plan. Long Beach is a prime area for improved access, especially if non-Township funds available. Local businesses would benefit from improved beach access, which would increase business for them. In addition, paid parking would address on-going Township issues with illegal parking in the area.

Concessi's was approached by staff in December 2014 with this idea and have demonstrated their support in writing, as has DJ's Restaurant (see Appendix C). They expressed a willingness provide parking, host Township-supplied and maintained washroom facilities, as well as constructing other amenities that will seek to increase their business.

Staff feel this project has merit in proceeding. However, Council's support is being requested before limited staff resources are put into making formal application for Regional funding.

Long Beach Historical Issues

Based on discussion with colleagues, staff understand that Long Beach residents may be somewhat skeptical of increased traffic in the area. Staff cannot speak to this aside from noting that enhancements may deter some from visiting this section of the beach.

The Long Beach project has some historical issues, including ease of beach access during peak periods of the summer and the potential impacts to neighbours. Staff require direction from Council as to the significance of this historical issue in light of this funding opportunity.

Staff consider this project to be supporting local business, which is a positive step for the Township and its residents.

LES Application

In order to get the applications prepared in line with Regional requirements, Council direction is required now, particularly for the project at Long Beach as applications are due on April 1<sup>st</sup>, 2015 and staff need time to prepare the application, including detailing costs and other logistics.

**OPTIONS/DISCUSSION:**

Council has some options:

1. Support both projects for LES funding
2. Support one project
3. Propose new projects
4. Support no projects

Support Both Projects:

Both projects may be able to be completed using the Parkland Reserve, which is already available. Technically this makes sense and is appropriate and considered good planning. However, politics may affect the outcome of the Long Beach project.

Support One Project:

If Council decides that only one project can be supported, Staff recommend the Gazebo go ahead as it is the easiest one to implement and involves the fewest parties.

Supporting No Projects:

The Township would appear to miss out on an opportunity to leverage taxpayer money for more value. The Township has funds available for parkland development. With matching Regional funding, every \$1 of taxpayer money becomes \$2. When CAA Niagara and local businesses are also involved, this suggests that such opportunities should be seized for the benefit of local residents.

Support New Projects

Other options are available, should Council wish to pursue them. If Long Beach is not considered viable, development in the Lakewood area may be considered.

**FINANCIAL CONSIDERATIONS:**

Parkland Reserve = \$36,000.00 available.

This money is to be used for park and recreation purposes, in line with the Recreational Master Plan. Funding these applications meets the objectives of the Plan.

**OTHERS CONSULTED:**

Treasurer	-	no objection
CAO/Clerk	-	no objection
Public Works	-	supportive
CAA Niagara	-	supportive
Region of Niagara Public Health	-	supportive

**ATTACHMENTS:**

Appendix "A" – Proposed project locations  
Appendix "B" – Lakefront Enhancement Strategy information  
Appendix "C" – Email from CAA Niagara  
Appendix "D" – Letters of Support from Long Beach businesses

Respectfully submitted by,



Michael Sullivan, MCIP, RPP  
Manager of Planning

Approved by,



C. Scott Luey  
Chief Administrative Officer

## APPENDIX “A”

### Proposed Project Locations



### Figure 1 – Lakeshore/Quarry Road Gazebo site



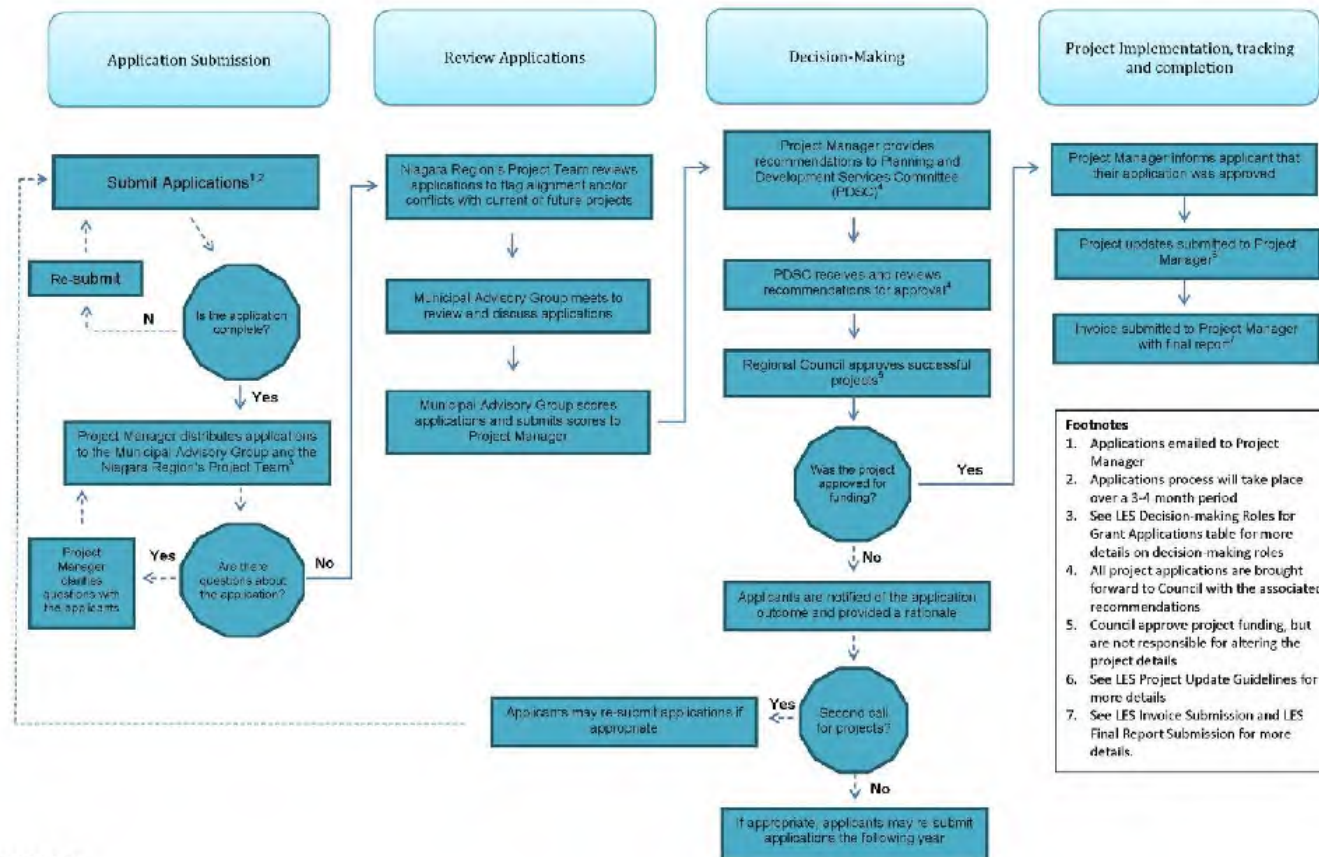
### Figure 2 - Long Beach Access & Cooperating Businesses



## APPENDIX “B”

### Region of Niagara Lakefront Enhancement Strategy Application Flowchart

#### Lakefront Enhancement Strategy Incentive Program - Decision Making Flow Chart



03/28/2014

## **APPENDIX “C”**

### **Email from CAA Niagara**

## APPENDIX "D"

### Letters of Support from Long Beach Businesses



---

Concessi's Long Beach Market & Diner  
12190 Lakeshore Rd  
Wainfleet, Ontario, L0S 1V0  
December 18, 2014

Mike Sullivan  
*Manager of Planning, Township of Wainfleet*  
31940 Highway 3, PO Box 40  
Wainfleet, Ontario, L0S 1V0

Dear Mike Sullivan:

I am a local business owner of our city, and I am writing to express my full support for enhancements to the Long Beach Area including Lakeshore Rd or Augustine Beach. I understand that our community has previously voiced concerns over some items in the area related to the Augustine Beach access. This area has been a longstanding destination which has served in bringing tourists into the Long Beach community. Some areas of concern include garbage, washroom facilities, parking and general beautification.

I believe that our business could help towards answering some of the unresolved items that have come up in the past. For example, we would be willing to provide paid parking access for tourists in our parking lot during the summertime season. This would ensure that cars have a place to park without disrupting local residents or congesting streets. Another area of concern is providing facilities to visiting guests as there currently is not an area designated. Concessi's would be willing to explore the possibility of providing the township an easement to hosting washroom facilities.

We would really like to see the Lakeshore area designated as recreational friendly. In addition to parking access and hosting washroom facilities, we also will be teaming up with the CAA Bike Assist program to enable cyclists a designated rest area including bicycle racks. This would benefit local Wainfleet residents in addition to tourists. Our area already sees many cyclists coming to visit the Gord Harry Trail in addition to events like the Welland Half Triathlon hosted by MultiSport Canada.

Next summer we plan on placing a volleyball court on the adjacent section of our property. This would further open up more opportunities for recreational activities to local residents and visiting guests.

I urge you to move forward on the decision to work towards more Lakeshore enhancements and would like to help in any way that we can.

Sincerely,

Marianne Kidd  
Concessi's Long Beach Market & Diner

## **APPENDIX “B”**

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August 28, 2020

Via Email: [adashwood@wainfleet.ca](mailto:adashwood@wainfleet.ca)

Please reply to St. Catharines Office  
**SARA J. PREMI**  
(905) 688-8039 (Direct Line)  
sjpremi@sullivanmahoney.com

Mayor Kevin Gibson and Members of Council  
Township of Wainfleet  
31940 Highway 3, P.O. Box 40  
Wainfleet, ON L0S 1V0

Dear Mayor and Members of Council:

**Re: Concessi's, the Hungry Putter and 905 Rentals  
Beach Parking**

We act as solicitors to the three above-noted entities.

Our clients are the owners of lands in the Augustine Beach area of the Township of Wainfleet as follows:

Concessi's	12190 Lakeshore Road, Wainfleet
Hungry Putter	12203 Brawn Road, Wainfleet
905 Rentals	12180 Lakeshore Road, Wainfleet

On August 4, 2020, Council for the Township of Wainfleet ("Council") passed the following motion which was directed at our clients' business uses:

*"That Staff be given direction to enforce the Township's Zoning By-law with respect to parking on private property in the Lakeshore area."*

This correspondence is in response to that motion as it relates to our clients' properties. We respectfully request that this correspondence be provided to Members of Council and that it forms part of the agenda package for the September 1, 2020 meeting.

Our clients have two points they wish to make in this correspondence which are set out below.

**Client Committed. Community Minded.**

40 Queen Street, P.O. Box 1360, St. Catharines, ON L2R 6Z2 **t: 905.688.6655 f: 905.688.5814**

4781 Portage Road, Niagara Falls, ON L2E 6B1 **t: 905.357-3334 f: 905.357.3336**

[sullivanmahoney.com](http://sullivanmahoney.com)



Official Counsel

First, in 2015, Council took steps to make beach access more accessible. As part of the initiative, our clients were approached by the Township with the specific request of offering parking in their lots to alleviate congestion issues in the area. Paid parking has continued, therefore, not only with the knowledge of the municipality, but at its behest.

A 2015 Planning Staff report provides as follows:

*“Improved public access to the Lake Erie shoreline is a goal of the Township’s Official Plan as well as the Recreational Master Plan. Long Beach is a prime area for improved access, especially -Township funds available. Local businesses would benefit from improved beach access, which would increase business for them. In addition, paid parking would address on-going Township issues with illegal parking in the areas.*

*Concessi’s was approached by staff in December 2014 with this idea and have demonstrated their support in writing, as was DJ’s restaurant (see Appendix C). They expressed a willingness to provide parking, host Township-supplied and maintain washroom facilities, as well as constructing other amenities that will seek to increase their business.”*

Having reached out to our clients as community partners in this initiative and both encouraging and facilitating the use of land for commercial parking, Council is now taking a completely opposite position. This is completely inappropriate given that the Township not only permitted the parking use, it promoted it.

Second, we do not accept what appears to be the new position of the Township that the paid parking use is not permitted on our clients’ lands. In addition to the issue of legal uses, the above-noted properties enjoy legal non-conforming rights with respect to paid parking uses. The use has existed for decades. Our clients are in the process of gathering empirical evidence to support this assertion.

The current crisis that we are all in has presented many difficult challenges, including economic challenges for the businesses in the community. While other municipalities are taking steps to assist its business community during these difficult times, our clients are very dismayed to see Township Council moving in what appears to be the opposite direction.

We understand that the motion that was passed on the 4<sup>th</sup> of August, 2020 is in response to the difficult issue of beach congestion that has been experienced over the past few months. In our respectful submission, trying to address this issue by taking away our clients’ rights (and simply creating a parking spillover) is not the answer.

Please be advised that any attempt to interfere with our clients' land use permissions will be vehemently defended.


Our clients welcome the opportunity to discuss this matter with staff and look forward to a solution to the beach congestion issue that is in the best interests of the community.

We look forward to hearing from you.

Yours very truly

**Sullivan Mahoney LLP**

Per:

A handwritten signature in black ink, appearing to be 'Sara J. Premi', written over a horizontal line.

Sara J. Premi

SJP:bj

cc—Mr. William Kolasa

**TO:** Mayor Gibson & Members of Council

**FROM:** William Kolasa, Chief Administrative Officer

**DATE OF MEETING:** September 1, 2020

**SUBJECT:** Shared Services Review

---

**RECOMMENDATION(S):**

**THAT** Administrative Staff Report ASR-029/2020 respecting a Shared Services Review be received as information.

**EXECUTIVE SUMMARY:**

In the fall of 2019, following completion of the Province of Ontario's Regional Government Review Process, the Township of Wainfleet along with other Niagara municipalities made application to the Province's [Municipal Modernization Program](#) for funding assistance to undertake service delivery reviews with a goal of finding service delivery efficiencies, undertaking process improvements and lowering costs in the longer term.

While the Township made its own independent application for an administrative structural review to improve operational efficiencies and effectiveness; staff also partnered to submit joint applications with the municipalities of Pelham, Port Colborne and West Lincoln to explore opportunities to improve efficiencies through shared services. A number of different areas for potential to share services were raised and discussed, including drainage superintendent services, building services, and IT services.

An application was made for Modernization Funding from the Province which was granted in February of 2020. Terms of Reference were jointly prepared and an RFP released in order to have a consultant undertake a review of service delivery across the municipalities. The successful consulting proposal was GM Blue Plan from Stoney Creek, who were commissioned to explore shared services, as follows:

- Arrangements to share building services amongst all the municipalities;
- Arrangements to share drainage inspection services amongst all the municipalities;
- Possible IT arrangements between Pelham and Wainfleet.

A final draft of the report was completed in July and is presently being presented to Council for information, in accordance with the Municipal Modernization Program guidelines. Future staff reports will brief Council on possible options and actions to take in Wainfleet.



**BACKGROUND:**

The attached final draft report is in line with recent themes of the Provincial government that encourage all municipal partners to find cost savings and process improvements in service delivery where possible. Things like local service reviews that suggest services that could be streamlined and other efforts to find efficiencies and to reduce duplication are encouraged by this Provincial government. This is particularly true in areas where customer service standards can be maintained or enhanced and where efficiencies have no negative impacts on the customer experience.

**Current situation**

This work is being done in an effort to be proactive and to work in keeping with the Province's themes of "lowering costs and improving services for local residents over the long term". Local municipalities took initiative and met to discuss service delivery. The Province provided funds to Municipalities to help "reduce the cost of government when monitoring the quality of service that the people of Ontario expect from all levels of government."

With this goal in mind, Senior Management representatives from the Township of Wainfleet, Town of Pelham, City of Port Colborne and the Township of West Lincoln have had a series of meetings to discuss topics and service delivery areas where a shared service arrangement may be beneficial, such that cost savings can be found without negatively impacting service delivery.

The areas of focus for shared services review were:

- Building Services,
- Drainage Services,
- IT Solutions Arrangement (solely for Wainfleet and Pelham).

An RFP was issued after funding (100%) was secured from the Provincial Modernization Funding Program. The consulting team of GM Blue Plan was commissioned in March of 2020 to complete the work. The final draft report was released in July of 2020 and is attached to this report.

This preliminary staff report is provided to Council for information purposes at this time. Further discussions will occur once approaches and opportunities have been further explored with neighbouring municipalities.

**OPTIONS/DISCUSSION:**

None.

**FINANCIAL CONSIDERATIONS:**

None at this time.

**OTHERS CONSULTED:**

None.

**ATTACHMENTS:**

- a) Appendix "A" – Final Draft - Shared Services Review Report – GM Blue Plan – July, 2020

Respectfully submitted and approved by,

---

William J. Kolasa  
Chief Administrative Officer

## **APPENDIX “A”**

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# **Shared Services Review: Building Services, Municipal Drainage Services, IT Services**

for the municipalities of:

Town of Pelham

City of Port Colborne

Township of West Lincoln

Township of Wainfleet

Prepared by: GM BluePlan Engineering Ltd

July 2020

# TABLE OF CONTENTS

---

1. Introduction .....	1
1.1 Benefits of Sharing Municipal Services .....	2
1.2 Objectives of the Shared Service Model: .....	3
2. Methodology.....	4
2.1 Approach .....	4
2.2 Evaluation Framework.....	5
2.3 Consultation .....	7
3. Findings & Recommendations .....	9
3.1 Industry Trends in Municipal Shared Services ....	9
3.2 Types of Sharing Agreements .....	10
3.3 Recommended Models .....	12
3.4 Recommended Next Steps .....	14
4. Building Services Review .....	15
4.1 Industry Scan .....	15
4.2 Current State Key Findings .....	17
4.3 Enhancements .....	24
4.4 Sharing Model Options .....	25
4.5 Financials .....	30
4.6 Model Benefits.....	31
4.7 Recommended Model .....	32
5. Municipal Drainage Service Review .....	35
5.1 Background .....	35
5.2 Current State .....	36
5.3 Sharing Options.....	43
6. IT Services review .....	48
6.1 Scope of the Review .....	48
6.2 Industry Scan .....	49

6.3	Current State Key Findings .....	50
6.4	Sharing Model Options .....	53
6.5	Recommendations .....	58

## List of Tables & Figures

---

Table 1-1: Projects Receiving Provincial Funding .....	1
Table 2-1: Elements of Service Delivery .....	6
Table 2-2: Project Stakeholders .....	8
Table 4-1: Building Services Key Findings .....	17
Table 4-2: Building Services FTEs.....	18
Table 4-3: Model 1 – Full Sharing - Coarse Estimate in Annual Savings Salaries (plus benefits) .....	30
Table 5-1: Drainage Services FTEs.....	37
Figure 2-1: Approach to a Shared Service Review .....	5
<i>Figure 3-1: Shared Service Process.....</i>	<i>14</i>
Figure 4-1: Three Options of Sharing Building Services ....	25
Figure 4-2: Benefits for the Three Sharing Options .....	31
Figure 4-3: Permit Apportionment.....	33
Figure 5-1: Total Drainage Lengths .....	36
Figure 6-1 - IT Services Sharing Models .....	53

## Appendix A – Documentation of IT Services Discussions

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# I. INTRODUCTION

In early 2020 the province of Ontario, through its Municipal Modernization Program, invested in 27 projects to help municipalities conduct service delivery reviews aimed at finding efficiencies and lowering costs in the longer term<sup>1</sup>. The Town of Pelham was successful in its application to receive funding from the Province for two projects to review the benefits of sharing Building Services, Municipal Drainage Services, and IT Services with local Niagara area municipalities.

*Table 1-1: Projects Receiving Provincial Funding*

Project	Participating Municipalities	Project Objectives
1) Shared Services Review of Building Services & Municipal Drainage Services	<ul style="list-style-type: none"><li>Town of Pelham</li><li>City of Port Colborne</li><li>Township of Wainfleet</li><li>Township of West Lincoln</li></ul>	Sharing the delivery of these services with the goal of providing efficiencies and consistency in service delivery, improving customer service, and offering service enhancements.
2) Shared Services Review of IT Services	<ul style="list-style-type: none"><li>Town of Pelham</li><li>Township of Wainfleet</li></ul>	Sharing IT infrastructure (hardware, software, and IT support staff) with a goal of attaining efficiencies and improved customer service resolutions for all IT related requests to the users.

GM BluePlan Engineering Ltd. (GMBP) was engaged to assist in delivering both projects. A consultative approach was used to assess and identify potential models for sharing services between the participating municipalities for their mutual benefit.

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<sup>1</sup> <https://news.ontario.ca/mma/en/2020/01/ontario-investing-in-smarter-local-service-delivery.html>



## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

This report represents the final deliverable of the engagement. The first two chapters discuss in general terms the benefits and objectives of sharing municipal services and describe GMBP's methodology and approach to analysing the current state. Service area specific information and the results of our analysis can be found in subsequent sections of this report - **Chapter 4 Building Services, Chapter 5 Municipal Drainage Services, and Chapter 6 IT Services.**

## 1.1 Benefits of Sharing Municipal Services

Sharing services across multiple organizations is an effective way for municipalities to increase efficiency with respect to resource planning (staff, materials, contract administration) and decrease inefficiencies through the reduction of duplication, overlap, and redundancy.

Sharing services is an option for municipalities that are aligned in the following ways:

<b>1) Common interest:</b>	All parties must be clear about their goals and a service agreement must achieve the goals of all groups.
<b>2) Mutual benefit:</b>	All parties must gain from the agreement in proportion to their contribution.
<b>3) Cost effectiveness:</b>	The cost of administering the agreement must be balanced favourably against the value of the partnership.

A shared service structure aims to bring together resources, functions, processes, and skills from dispersed organizations to create economies of scale, increase standardization, pool skill sets, and generate the critical mass required to yield a positive return.

A successful shared service implementation can result in:

- Cost efficiency and economies of scale
- Access to specialized skills and resources
- Improved service
- Increased municipal capacity.



## Shared Services Review

*Building Services, Municipal Drainage Services, and IT*

Obstacles to sharing may include:

- Impact on existing service levels
- Support of staff and labour relations
- Support of the public
- Accountability
- Cost allocation.

## **I.2 Objectives of the Shared Service Model:**

Based on input from Pelham Project Managers, the project Terms of Reference, and interviews with the four participating CAOs, several objectives for a shared service model were identified. Through sharing of services, the four municipalities are seeking to:

- Find efficiencies that result in cost savings in the long term.
- Find process and procedural efficiencies that reduce or eliminate waste or duplication.
- Find opportunities to standardize or make consistent the delivery of service across all four jurisdictions.
- Enhance the customer experience.
- Reduce the organizational risks associated with vacancies in roles critical to the organizations i.e., jobs that fulfill regulatory or mandated functions.
- Increase staff retention so that a return on the investments of training and onboarding can be realized.

Throughout the assignment these objectives were referenced to ensure the analysis and recommendations were appropriate

## 2. METHODOLOGY

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For assignments of this nature, where multiple municipalities, each bringing their unique set of challenges and service levels, seek opportunities to share and gain efficiencies GMBP tailors the project methodology to match Terms of Reference and the objectives identified by project stakeholders. The following section describes the methodology used to derive recommended models for sharing services.

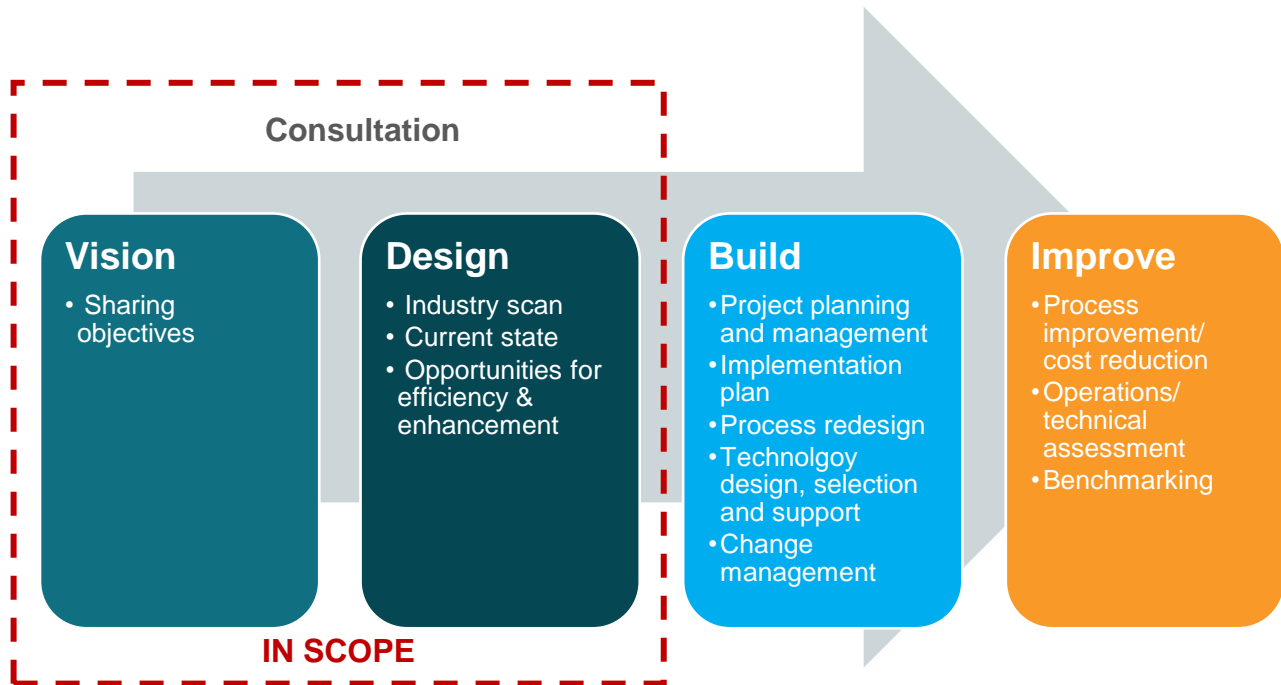
### 2.1 Approach

GMBP applied a generic shared service review approach (see Figure 2-1) to guide our project work at a high-level and across the review of all three services – Building Services, Municipal Drainage Services, and IT Services. Adopting this approach allowed the project team to be mindful of those elements/tasks that are part of a full implementation of a Shared Service Review but out of scope for this assignment. For example, defining a vision for shared service, while not included in the GMBP scope of work, would be useful in focusing efforts on specific areas of the analysis. To satisfy this element for the purposes of our assignment, brief interviews were conducted with the Chief Administrative Officer from the participating municipalities to gain sufficient understanding regarding desired outcomes.

## Shared Services Review

Building Services, Municipal Drainage Services, and IT

Figure 2-1: Approach to a Shared Service Review



## 2.2 Evaluation Framework

Through interviews and data collection activities, GMBP gathered the information required to assess at a high level the current state at each of the municipalities within three elements of service delivery:

- 1) People
- 2) Process
- 3) Technology

These three elements are often referred to as the 'Golden Triangle', and a balanced framework of these fundamental elements can help an organization achieve harmony and can be used to identify opportunities for improvement. People perform a specific type of work for an organization using processes (and often, technology) to streamline and improve processes. Table 2 describes the People, Process, and Technology framework in more detail.

## Shared Services Review

*Building Services, Municipal Drainage Services, and IT*

*Table 2-1: Elements of Service Delivery*

Element	Description	Consideration
People	<ul style="list-style-type: none"><li>• Job functions</li><li>• Qualification, expertise, competencies</li><li>• Training, skills development</li><li>• Resource Management and Succession Planning</li><li>• Scalability of Operations</li></ul>	<ul style="list-style-type: none"><li>• Maximize the benefits to each municipality through leveraging qualifications and experience of the group and by realigning resources to more directly satisfy core functions at the appropriate level within the organization.</li><li>• Maximize the ability to scale up operations to support higher volumes of permit application.</li><li>• Minimize organizational risk through the development of a talent pool to facilitate succession planning and career advancement.</li></ul>
Process	<ul style="list-style-type: none"><li>• Legislation</li><li>• Corporate requirements and standards</li><li>• Scope of service</li><li>• Best practices</li><li>• Work flows</li></ul>	<ul style="list-style-type: none"><li>• Maximize process efficiencies that:<ul style="list-style-type: none"><li>○ standardize process and performance measures in order to gain greater reliability of outcomes</li><li>○ reduce cost as a result of economies of scale</li><li>○ positively impact the customer's experience</li><li>○ enable flexibility, scalability of service and access to data required for decision making.</li></ul></li></ul>
Information & Technology	<ul style="list-style-type: none"><li>• Tools that enable business process</li></ul>	<ul style="list-style-type: none"><li>• Maximize opportunity to consolidate and integrate systems and increase access to data</li></ul>

Using this framework, evaluations of current state and sharing models can be consistently applied.

### 2.3 Consultation

Critical to GMBP's approach to shared service reviews is effective and inclusive consultation. This project was conducted entirely during the COVID-19 Pandemic which presented unique challenges to consultation. As a result of social distancing, and in the interest of the health and safety of project participants, all interactions between the consulting team and the participating municipalities were done remotely. In the place of workshops and in-person meetings, the team held one-on-one phone call interviews and relied on email correspondence to gather input and information.

Overall the project benefited from this personalized level of intense consultation and the consulting team very quickly became aware of issues specific to each jurisdiction. One drawback, however, was the limitation of staff time. Throughout this project, key staff were working under extenuating circumstances and were not always able to dedicate the hours required to collect information or respond to information requests. A considerable effort was put forward by the staff involved however, some of the data requested was not made available for analysis. Due to the provincial deadline of June 2020, the consulting team had to proceed with the information provided and used qualitative measures to assess efficiency where it was not possible to quantify benefits. The Shared Service review was thoroughly conducted, and the resulting recommendations were thoughtfully prepared.

A special thank you is offered to the following staff for their commitment to this effort and their participation despite the many demands of providing essential services.

## Shared Services Review

*Building Services, Municipal Drainage Services, and IT*

*Table 2-2: Project Stakeholders*

Stakeholder	Municipality
Barbara Wiens, Project Manager	Pelham
Mike Guglielmi, Project Manager	Pelham
David Cribbs, Chief Admin Officer	Pelham
William Kolasa, Chief Admin Officer	Wainfleet
Bev Hendry, Chief Admin Officer	West Lincoln
Scott Luey, Chief Admin Officer	Port Colborne
Mike Zimmer, Chief Building Official & Drainage Superintendent	Pelham
Dave Methot, Chief Building Official	Wainfleet
Todd Rogers, Chief Building Official	Port Colborne
John Schonewille, Chief Building Official	West Lincoln
Brian Treble, Director of Planning & Building	West Lincoln
Mark Jemison, Drainage Superintendent	Wainfleet
Alana Vander Veen, Drainage Superintendent	Port Colborne
Darius Zelichowski, IT Manager	Wainfleet

### 3. FINDINGS & RECOMMENDATIONS

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The findings and recommendations presented in this Chapter represent a summary of the work detailed in Chapters 4, 5, and 6.

Findings and Recommendations are based upon:

- Documents and information forwarded by stakeholders
- Interviews with 14 individuals
- Twelve service review interviews
- An industry scan of leading practices in public sector shared services
- Expertise and experiences of GMBP.

#### 3.1 Industry Trends in Municipal Shared Services

The purpose of the industry scan is to shed light on and deepen our understanding of the various benefits and risks of shared services. Industry research and discussions with municipal leaders revealed a high level of shared service delivery trends.

- Sharing services under a formal agreement is a frequently occurring practice in Ontario and meets the requirements of the Municipal Act.
  - Section 20 of the Municipal Act provides municipalities in Ontario with the legal authority to enter into shared service agreements. The legislation does not prescribe explicit restrictions as to what and who a municipality can share. Under Section 20(1) of the Municipal Act - Joint undertakings:
    - “A municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.”
- A survey conducted by the Ministry of Municipal Affairs and Housing in November 2012 found that 400 of Ontario’s 444 municipalities participated in some form of share service agreement.
- A survey published in 2014 by the Ministry of Municipal Affairs found cost sharing, lower costs, and improved delivery as the three most popular benefits of shared services, and that council support, trust among partners, and staff buy-in were the three most popular factors for success.

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

- A 2016 survey conducted by KPMG identified Building Services and IT among the most commonly shared services among Ontario Municipalities.
- 52% of municipalities in Western Ontario share municipal planning & building services<sup>2</sup>.
- Sharing services is thought to be cost effective for services spread out over a large geographic area.
- The Ministry of Finance has identified the aging population as the greatest demographic trend facing Ontario and issues related to an aging workforce will need to be addressed in future plans.

## 3.2 Types of Sharing Agreements

Many options for structuring a formal shared services agreement<sup>3</sup> are available. Those relevant and potentially viable for the objectives of this assignment are described below.

- Memorandum of Understanding - Municipalities can enter into a non-legally binding agreement to share services that describes mutually accepted expectations of all the parties involved.
- Partnership - Two or more organizations can come together to provide a service/function for joint benefit at joint cost. The contributions of all parties do not have to be equal. This option may be used when participating organizations have an interest in shared control and cooperation and neither party can afford to operate and maintain service independently. This can apply in almost any service context.
- Intergovernmental Service Contracts - Intergovernmental contracts exist when one organization pays another for an extension of service. Agreements can specify an ongoing, defined level of service or services can be provided on an 'as needed' basis. Service providers may want to take advantage of economies of scale, while service recipients may want access to expertise. This option is used when smaller communities need to expand operations, which could involve new staff, goods,

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<sup>2</sup> <https://www.amcto.com>

<sup>3</sup> <https://www.amcto.com/getattachment/0cdf4352-2b7b-4ac6-8745-52f80226c44e/.aspx>



## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

internal functions or services. They are used to defray high costs of emplacing a new service or responding to increasing service demands. They are primarily used when there is a sporadic demand for service or a combination of a large area and a small rural population to service. Special attention to fair apportionment is addressed in the agreement, including processes to ensure workload is fairly apportioned.

- Automatic Aid Agreement - Can be used in the event of equipment breakdown, for contingencies or if services are needed on loan. They are more typical to emergency services but may also apply to Municipal Drainage unplanned service requirements.
- Joint Hiring - Municipalities can jointly contract individuals or departments to provide services as a delegation of their powers and duties. The joint hire can perform the same duties for all employers or duties can be tailored as needed.
- Joint Services Committee - Committees can be developed to facilitate cooperation and coordination among organizations. They are generally non-binding discussion forums and can be a precursor to more formal shared service arrangements.
- Municipal Services Corporation - Municipalities can create MSCs to delegate their powers or duties to a corporation with respect to oversight and service programming.

The first three agreements described above are considered most suited to the objective of this assignment.

### **The Fundamentals of a Sharing Agreement should cover:**

- **Scope and division of responsibilities (who does what)**
- **Term of the shared service**
- **Costs**
- **Overall objectives**
- **Dispute resolution**

## Shared Services Review

*Building Services, Municipal Drainage Services, and IT*

### 3.3 Recommended Models

An opportunity for efficiency or enhancement includes any potential change that would result in improvement to a process or an output. Specific to this assignment, GMBP looked for opportunities where sharing a service could reduce risk, offer potential cost savings or enhance the customer experience.

Based on the explorations of this assignment, the following recommended models are proposed.

#### Recommended Shared Service Model for Building Services

Discussions with staff and customers revealed that all four municipalities can process requests, answer queries, and issue permits and inspections within reasonable and regulated timelines. GMBP did however find that all four municipalities had concerns regarding filling and retaining qualified CBOs and inspectors, and we found some issues regarding the scalability of the services. Due the requirements of the Building Code and its prescribed processes we believe Building Services to be a good candidate for sharing.

The recommended Model for Building Services is a **Fully Shared Building Services Model**. This model will minimize the risks associated with resourcing by providing a pool of professionals that can be optimally utilized and provides scalability and flexibility to respond to fluctuations in demand for service.

With the critical mass of a seven-person team servicing the four municipalities, this model provides maximum opportunities to standardize practices, procedures, and workflows, adopt best practices, and make service levels consistent.

This model is especially advantageous when e-permitting software is implemented. Not only will the participating municipalities benefit from a shared purchase agreement, but also in the development of the tool, training of staff, and development of supporting workflows.

Although the recommended sharing scenario would result in a significant internal change to Building Service, it is anticipated that the impact of change to the customer (i.e., would be negligible, and would result in improved customer service.

Details of the Building Services review and the recommended options can be found in Chapter 4.

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

#### Recommended Shared Service Model for Municipal Drainage Services

GMBP found that Drainage Services in the four participating municipalities are meeting the service objectives and needs of their organization. We did not find any reason to suggest changes that would significantly impact staff or customers. The following recommended options offer low impact efficiencies that could result in improved coverage, flexibility, scalability, and specialization.

Municipal Drainage Services across the four participating municipalities fall into two significantly different approaches to drain management – a group who maintain their network preventively, and the other who is reactive. As a result, two levels of municipal drainage sharing models are presented – sharing models for municipalities using a reactive (complaint-based) approach and using a preventive approach.

**Reactive Approach:** GMBP recommends Pelham and West Lincoln share one Drainage Superintendent between both municipalities. This shared staff member would coordinate with Finance, Planning and Tax staff from respective municipalities as required. The agreement allows for one municipality to employ the Drainage Superintendent and extend services to the other. GMBP believes that one FTE could cover the requirements of both municipalities, enable Pelham to untangle the Superintendent role from the CBO role, and provide West Lincoln an opportunity to establish the service in house.

**Preventive Approach, Shared Temporary Coverage:** GMBP recommends Wainfleet and Port Colborne consider entering an agreement to share staff for temporary coverage for vacations, sickness, demand or short-term vacancy, on an as-needed basis. The agreement allows for one municipality to borrow from another for short-term coverage.

Details of the Municipal Drainage Services review and the recommended options can be found in Chapter 5.

#### Recommended Shared Service Model for IT Services

IT Services in Pelham and Wainfleet are already efficient/lean from a people perspective (the number of staff each IT staff support is relatively high). And although both departments can respond to the requirements of their respective organizations GMBP found little room for scalability and flexibility to respond to increased pressures associated with future IT trends – i.e., remote connectivity, increased online collaboration and consultation, and cyber threats.

GMBP recommends that Pelham and Wainfleet enter into a **Partially Shared IT Services** model, whereby the organization, through formal agreement, would share an IT resource, share after hours on call duty, and jointly procure hardware, software, and contracted

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

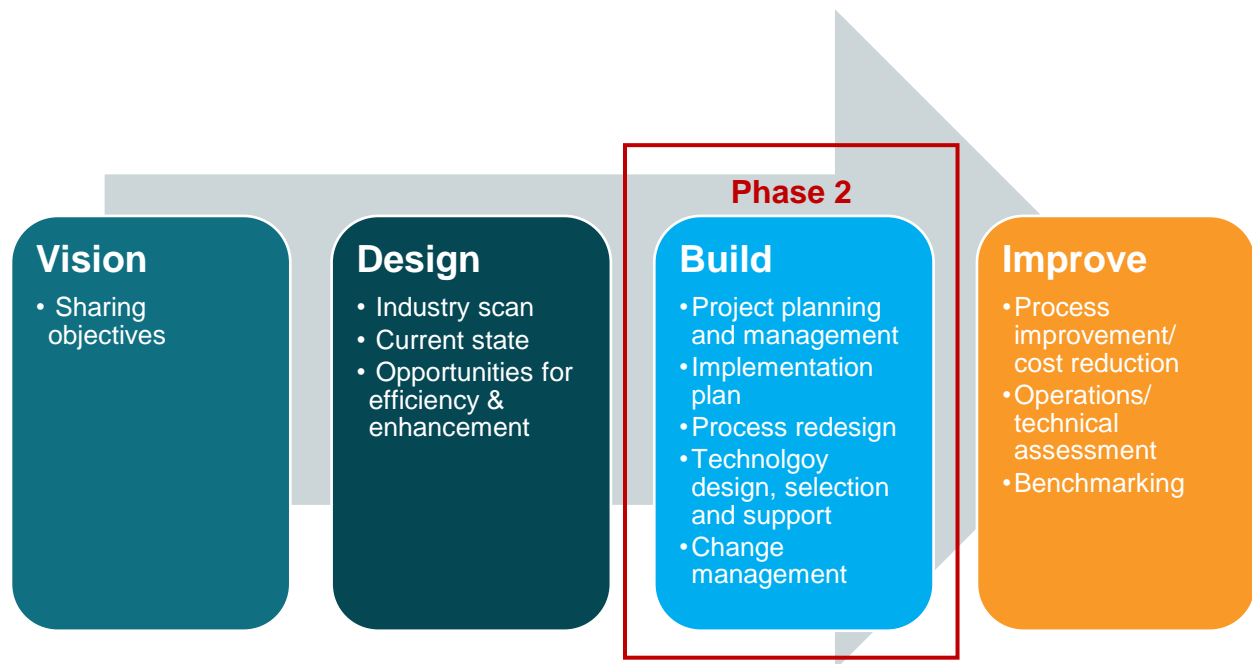
service when mutually beneficial. This option provides both municipalities with opportunity to reduce risk, increase the scope of IT Services at both organizations, find cost savings, and provide small efficiencies. One significant benefit is that the transition from current state into this model would be relatively low impact and cause minimal disruption to IT Services and the users they support.

Details of the IT review and the recommended options can be found in Chapter 6.

## 3.4 Recommended Next Steps

The next step in the Shared Service Process is “BUILD”. Following a review of the recommended sharing options, GMBP recommends the participating municipalities agree on service specific sharing objectives, and define some performance benchmarks to guide the planning, and execution activities associated with building the shared services.

*Figure 3-1: Shared Service Process*





## *BUILDING SERVICES*



# 4. BUILDING SERVICES REVIEW

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This chapter provides information specific to the GMBP review of Building Services in the four participating municipalities and an analysis of different options for sharing services amongst the jurisdictions. The scope of the Building Services Review consisted of the following tasks:

- Review tasks required in the delivery of Building Services.
- Review personnel required to complete tasks (skill requirements, workload and work cycles, recruitment and retention issues, and salary costs).
- Undertake stakeholder consultation to understand customer experience and opportunities for service enhancements.
- Undertake a review of the shared models in other jurisdictions as it relates to personnel requirements, costs and efficiencies in the delivery of the Services and customer service.
- Identify a preferred shared model for the delivery of shared Building Services across Pelham, Port Colborne, West Lincoln and Wainfleet.

## 4.1 Industry Scan

GMBP's industry scan reviewed industry trends and activity that would help inform participants of different service sharing options. Relevant to Building Service is a recent consultation lead by the Ministry of Municipal Affairs and Housing who proposed changes to how the Province delivers its services related to the Ontario Building Code. There have been no resulting changes that would impact this project at this time of this report.

Through online research and discussions with Building Officials in other jurisdictions, GMBP gathered information relevant to the scope of the Buildings Review from municipalities who share Building Services.

The following municipalities share Building Services:

- Lake of Bays shares Chief Building Officials/Inspectors with Huntsville and Township of Perry.
- Bluewater has sharing agreements with two local area municipalities (South Huron and Perth South) to share CBOs and inspectors as required. Each has their own independent Building Services department, the agreements (bylaw) provide

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

additional support to the municipalities when need arises. This service is offered at an agreed upon cost per day.

- Nipissing Township and Municipality of Callander share a CBO – who is available to Nipissing residents at the Township Office on Tuesday and Thursday.
- Chief Building Official shared between Killarney and St. Charles<sup>4</sup>
- Currently under review is a share between Adelaide-Metcalf and Strathroy<sup>5</sup>

A detailed conversation with the CAOs of West Grey, the CAO and Buildings Secretary from Chatsworth, as well as their shared CBO provided some details about their sharing agreement.

### **West Grey and Chatsworth, Ontario**

- CBO and inspectors are shared.
- Shared services agreement; all staff are employed by West Grey, and Chatsworth pays a fee for services based on percentage of total building permits.
- Staff consider it a success from cost efficiencies, reduced turnover.
- Able to maintain a consistent level of service.
- Challenges have been inconsistent software (now rectified with both able to process intake applications, permits and inspections electronically).
- Building Services presence at both town halls for questions and appointments, distribution of inspection days, fleet support.
- Advise in a sharing scenario to be aware of benefits of using and purchasing common software (electronic distribution of plans as received, discounts), communicating software (property information and permit software), zoning review process, specialized inspectors, transit time for inspectors, ensuring all members feel equal.

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<sup>4</sup> <http://www.municipalityofkillarney.ca/building-department>

<sup>5</sup> <https://jobs.muniserv.ca/jobs/chief-building-official-adelaide-metcalf/>

## 4.2 Current State Key Findings

The following provides a high-level overview of the four participating municipalities and the GMBP key findings for the elements of a service delivery: people, process and technology.

*Table 4-1: Building Services Key Findings*
















Element	Key Findings
People	<p><b>Staff Retention</b> was an issue named by all four municipalities. There is consensus among the CAOs that the roles of CBO and Inspector are particularly vulnerable to “poaching” from outside Niagara Region and among the four participating municipalities. It is understood that salaries and the limited pool of qualified professionals are contributing factors.</p> <p><b>Specialized Training</b> is required for the CBO and Inspector roles making staff involved in building services uniquely qualified to perform the service. Filling vacancies can take longer when trying to attract specific and rare skill sets. Qualifications limit the mechanisms available to an organization for filling temporary gaps to address increases in workload. CBO and inspectors are not typically offered as contract services.</p> <p><b>Flexibility of Operations</b> is an issue for all participating municipalities as they lack the scalability to address large influx in demand and must lean upon qualified CBOs who are retired or working for another jurisdiction to fill temporary vacancies and leaves.</p> <p><b>Aging Workforce</b> is an issue for most municipalities across Ontario. GMBP noted that all staff in the CBO role have been working for over 35 years which means they are nearing retirement, and two CBOs are already retired but acting in a temporary assignment until the role can be filled permanently.</p>



## Shared Services Review

Building Services, Municipal Drainage Services, and IT

Table 4-2: Building Services FTEs

	CBO	Deputy CBO	Sr. Inspector	Jr. Inspector	Plans Reviewer	Intake Clerk	Admin Support
Pelham							
Port Colborne							
Wainfleet				0.1 FTE 			0.7 FTE 
West Lincoln				1.1 FTE  			



FTE



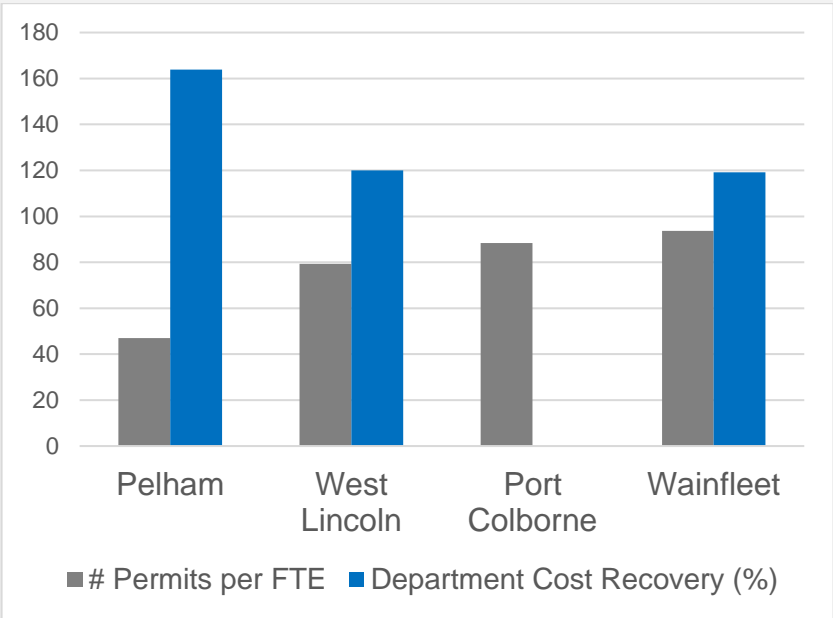
FTE w over 35 years' experience or in an acting capacity

**People Efficiencies** – while a crude measure of how effectively the service is being delivered the FTE/permit provided some insight into the workload of staff and potentially provides an indication of the effectiveness of business processes.

- Wainfleet issues the most permits and inspections per FTE
- Pelham issues the least number of permits and inspections per FTE
- Port Colborne and West Lincoln both issue a median number of permits and inspections per FTE

Shared Services Review

Building Services, Municipal Drainage Services, and IT



A general target for organizational structure is to establish and maintain roles to allow all roles to carry out legislated duties efficiently while allowing and planning for coverage (planned or unplanned, such as vacation or pandemic), succession and development.

Process

**Scope of Service** Due to its role in the enforcement of the Ontario Building Code, Building Services across all jurisdictions is similar with one exception, West Lincoln and Wainfleet are responsible for Building Code Part 8 inspections (on-site sewage systems), while Pelham and Port Colborne receive this service from the Region of Niagara. In West Lincoln, Part 8 inspections are performed by contract staff. In Wainfleet, Part 8 inspections are by a bylaw enforcement officer.

Other minor variations in scope were likely a reflection of dealing with a different “demographic” of customer. For example, a Building Services department who deals primarily with a more experienced customer (builders, developers, contractors) will need to devote less time to the intake process than municipalities with more residents who are applying for a permit for the first time.

**Interactions with Other Municipal Departments** is required by all participating municipalities; they circulate applications to Planning staff for zoning review.

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

**Application Intake and Inquires** Counter service done well can streamline the building permit process and can help a municipality continue to meet its legislated deadlines for permit reviews, since educating and guiding the applicant before application submission can help ensure the intake of a complete application that requires little, if any, correspondence to process.

**Application Review Process** occurs in each municipality and is considered a worthy investment of staff time. All municipalities have focused extra effort in the review of applications before submission to help streamline the application process and adhere to legislated permit deadlines. In Wainfleet, this support is provided by the CBO – applications are taken in by the Clerk and reviewed and inspected by the CBO. Efforts have been made to reduce the total number of staff hours required to process an application. In West Lincoln, general inquires support is provided in limited technical capacity by the Clerk or the Inspector if available; applications are taken in by the Clerk, reviewed and inspected by the Inspector or CBO. Pelham has dedicated intake staff to support applications and customer support.

**Permit Issuance** across all four municipalities is completed within the legislated timeframes. Residential permits are issued in an average of 6 days (across Pelham, Wainfleet and West Lincoln), while the legislated requirement is 10, but none advertise or publish a faster turnover of permit applications as an internal target.

**Inspections** are conducted within the legislated timeframes. West Lincoln has the largest land area, translating to the most amount of transit time for inspectors, while Pelham and Port Colborne have the least.

**Budget Process** in Pelham, Wainfleet and West Lincoln all recover the cost of their building services, 164% - in the case of Pelham. Port Colborne operates in a negative cost recovery, relying on reserve inputs.

## Shared Services Review

*Building Services, Municipal Drainage Services, and IT*

	Operating Revenues <sup>6</sup> \$	Operating Expenses \$	Net Revenues \$
<b>Pelham (2019)</b>	713,260	435,305	277,955
<b>Port Colborne</b>	Not available		
<b>Wainfleet (2019)</b>	209,521	175,742	33,779
<b>West Lincoln (2018)</b>	505,755	421,383	84,372

**Fees** have recently been reviewed in Wainfleet in an effort to improve cost recovery. This resulted in a positive contribution to reserve for the past two calendar years. Port Colborne has not carried out a formal review of fees but continues to monitor fees using internal resources with an objective to set fees at an affordable level while maximizing department revenues.

**Customer Service** is important to all four municipalities, each taking a nuanced approach that reflects the needs of its customer base. For example, Wainfleet's customers are mostly homeowners and agricultural owners using contractors, with limited commercial and no industrial activity. Port Colborne noted that most customers are private citizens with limited building experience, with limited commercial, industrial or volume builders. As a result, Port Colborne Council agreed to taking on an additional inspector to ensure the department can operate within legislated requirements while offering extensive time and guidance to customers. This elevated customer service level has pushed the department into a negative cost recovery position, but Council agrees the service is important to the community.

Good customer service was generally described as:

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<sup>6</sup> Not including reserve interest

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

	<ul style="list-style-type: none"><li>- permits issued within timeframes less than the legislated requirements</li><li>- inspections conducted within the legislative requirements for time (especially ‘critical’ inspections such as septic or plumbing, where inspection delays can be costly or provide extensive safety or scheduling delays)</li><li>- citizen questions are answered in a timely manner</li><li>- permit applications are complete at intake.</li></ul> <p><b>Levels of Service</b> included the following</p> <ul style="list-style-type: none"><li>- Based on customer demographics, Port Colborne staff also strive to deliver value-added customer service, providing guidance and extra time to less experienced applicants, especially since Port Colborne noted a smaller customer base of experienced volume builders.</li><li>- Pelham provides full-time counter service, allowing walk-in or call-in citizens to speak to an intake clerk promptly, and an inspector or the CBO if they are available. Inversely, Wainfleet requests any unscheduled inquiries (counter or phone) to book an appointment with the CBO for all technical questions. These bookings are often scheduled on specific days. To supplement this, the Administrator is trained to check for completeness of an application package but not for any technical review.</li></ul> <p>A general target for customer service is to offer technical counter service to walk-in or call-in citizens, and continue to meet legislated deadlines for service provision, with especially prompt response to ‘critical’ inspections. A shared service model should therefore allow all municipalities to:</p> <ul style="list-style-type: none"><li>- Continue to meet legislated deadlines for delivery</li><li>- Counter service by technical staff (but not necessarily CBO)</li><li>- Prompt inspection response any day of the week.</li></ul>
<b>Information and Technology</b>	<p><b>Technology</b> is a critical consideration in sharing services and differs across the four municipalities. This also became evident with the provision of requested data for this assignment – some municipalities were able to mine data readily while others were not able to provide some core data based on technological restrictions. For example, total inspections by type is not easily tallied in Pelham and in Port Colborne since inspection records</p>

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

are maintained through Microsoft Outlook calendars, and total overall inspections was provided by Pelham, Wainfleet, and West Lincoln only.

**E-Permits and Payments** Wainfleet has purchased Evolta/Cloudpermit to handle all aspects of the application and inspection process, as currently Wainfleet uses City Reporter and does not manage applications electronically. All four participating municipalities believe technology would improve business processes associated with Building Services.

When Evolta/Cloudpermit is implemented (within 3-4 weeks), Wainfleet will be able to receive and process applications fully electronically. Wainfleet is seeking to reduce staff time spent on inquiries and pre-review of applications by offering more FAQs on the website and prompt electronic response of digital inquiries. Wainfleet is also anticipating the Evolta/Cloudpermit implementation will allow for permit status to be tracked electronically by the customer, email correspondence of project milestones to the customer, online application fee handling, inspection management, department statistics and reporting, tracking of hours spent and administering agency comments on applications. West Lincoln also processes applications fully electronically through City Software. Port Colborne and Pelham continued to require hard copy submissions – a process that became challenging during the 2020 pandemic.

Port Colborne does not require hard copy drawings at the project sites, nor does it have electronic drawing access. The CBO brings the corresponding drawing sets and file boxes to site for each inspection, posing a significant document control risk and efficiency impact.

**Electronic Correspondence** with applicants and citizens can benefit both the municipality and the citizens. This includes fulsome website information, email requests or other digital platforms to collect public questions or feedback about building. Educating citizens and applicants of the building process and permit requirements can reduce time spent in intake and permit application later, and lead to an overall more positive customer service experience. All municipalities recognized this factor and have used varying approaches to address the customer service need, some including electronic correspondence.

### 4.3 Enhancements

In addition to a recommendation regarding Building Services shared models for sharing, GMBP suggest the following initiatives that improve the success of a sharing scenario. These enhancements may aid individual municipalities in finding some efficiency improvements if sharing is not pursued.

#### People

- Prepare an amalgamated Fees Study(s) including salary reviews for opportunities with cost recovery, especially important for Port Colborne and Wainfleet.
- Prepare a succession plan for critical roles within Building Services.

#### Process

- Prepare a business case and formally request that Part 8 (OBC) inspections be assumed by the Region of Niagara for Wainfleet & West Lincoln, as is currently the case for Pelham and Port Colborne.
- Document workflows, especially related to intake, plans review, monitoring, reporting/ statistics and document control.
- Enhance the Secretary role at Wainfleet through technical training to allow for more technical 'Counter service' removing the counter service function from the CBO role.

#### Technology

- Prepare a business case at Port Colborne and Pelham for the purchase and implementation of a permitting and payment tool (e.g. Evolta/Cloudpermit has been identified as advantageous by participants) to allow for new efficiencies related to digital workflow, customer experience, fees management, document control, to name a few. Economies of scale with technology purchased for multiple municipalities are possible.

### 4.4 Sharing Model Options

Three models for Building Services sharing have been developed to respond to key findings and find benefit for each of the participating municipalities.

Figure 4-1: Three Options of Sharing Building Services

Option 1 Fully Shared Building Services Model	Option 2 Partial Shared Building Services Model	Option 3 Temporary Coverage Model
<b>Shared CBO, Deputy, Inspectors, Admin Clerk</b> <ul style="list-style-type: none"><li>• Central CBO, inspection, and admin support function</li><li>• Intake remaining with each municipality</li><li>• Maximize opportunities for resource and workflow efficiency, scalability and flexibility</li><li>• Requires standardization of process and tools, and consistency of service levels and service delivery</li></ul>	<b>Shared CBO and Deputy</b> <ul style="list-style-type: none"><li>• Central CBO function providing adequate coverage of critical and mandated role of CBO</li><li>• No requirement for standardization of process or tools</li></ul>	<b>Covering Temporary Shortfalls</b> <ul style="list-style-type: none"><li>• Agreements to share services as required to cover temporary staffing shortfalls (vacation, vacancy, sickness, capacity).</li><li>• Coverage would be minimal and aimed at achieving regulatory requirements.</li></ul>

Detailed Descriptions of the basic concepts for each option are described below.



## Shared Services Review

*Building Services, Municipal Drainage Services, and IT*

### Option I – Fully Shared Building Services Model

#### People

- CBO, Deputy CBO, Four (4) Inspectors, and (1) Administrative Clerk are shared amongst the four municipalities.
- Intake Clerks remain independent of the shared model.
- CBO is appointed by each municipality and has the responsibility/authority to perform duties as legislated and as collectively agreed upon. CBO has authority over the Deputy CBO. CBO provides short-term backup for the Deputy CBO as required.
- Deputy CBO is appointed by each municipality and has the responsibility/authority to perform duties as legislated and as collectively agreed upon. Deputy CBO serves as a Senior Inspector and may perform CBO duties when required for coverage. Deputy CBO has authority over Inspectors and Administrative Clerk. Deputy CBO covers critical Administrative Clerk duties when required for coverage.
- Administrative Clerk dispatches and assigns Inspectors to projects, prepares all agency reporting on behalf of all municipalities and maintains regular communication with Intake Clerks.
- Intake clerks are independent of shared model, dedicated to each municipality and directly funded by respective Town budgets. Backup for this role, however, can be provided as needed from the shared Inspectors for short-term periods (long-term would need to be a filled position by the municipality). Intake Clerks would be included on regular staff meetings to ensure connectivity.
- This model may also be expanded to Municipal Drainage or other services or may be adjusted should less than four municipalities choose to participate.

#### Process

##### *Agreement*

- A shared service agreement is a suited agreement structure. Fundamentally, staff are employed by a prime municipality and services are extended to other municipalities at a set fee under a formal agreement, but the group is managed and operates as an 'independent' group to ensure objectivity and fair allocation.

##### *Location*

- Several options are available for the location of the shared group. For staff cohesion, this model is most effectively achieved through the establishment of the

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

group at a central municipal location (repurposing/refurbishment of an existing municipal building or office). A central location can help minimize transit time for inspections (up to 30 minutes for transit from a central location to the furthest boundary locations). One-time capital investment may be involved for establishment of a new/refurbished shared location.

- Locations may also be:
  - distributed (CBOs at one location, inspectors at another – not a common setup)
  - rotating (this is common in the industry – staff rotate attendance at each Town office – say for one week at a time)
  - a hybrid, especially based on newer work from home options that may arise from the pandemic response.
- Special arrangements would be required to ensure regular connection and inclusion of intake staff within group meetings.

#### *Fleet*

- Like the staff resources, fleet may be set up as the property of the prime municipality, and its services extended to the member municipalities as required.
- Some municipalities interviewed maintained individual ownership of vehicles, and staff use the vehicle associated with the jurisdiction of the project/inspection at hand. This approach has been challenging.

#### *Workflows*

- Customer service starts at the counter and with online or phone inquiries. With this shared model, a dedicated, trained Intake Clerk is employed by each municipality and carries out that ‘first line of response’ for customers. With many technical and administrative concerns addressed at this level, intake of applications is anticipated to be streamlined. Special or more challenging requests are forwarded to a shared Inspector, if required, but the greater investment each municipality makes in developing excellent intake personnel, the less inefficiency in the permit intake process and more streamlined permit reviews. Plans review and inspection are performed by a shared Inspector (assigned through the Administrative Clerk and software), while permits and correspondence are managed electronically. However, the Intake Clerk remains available as a representative of the service group at each location. Review and signoff is performed by the Deputy CBO and CBO accordingly, while the Administrative Clerk provides reporting and statistics to the municipalities as required.

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

- For this model to be successful, the need for standardization is more important for this than any of the other options. Workflows and corresponding workflows will need to be documented and agreed upon.
- Permit applications may continue to be distributed through Planning staff for zoning reviews. This may be a new workflow for Wainfleet but is the most robust in ensuring a thorough zoning check is performed, without relying on the shared Inspectors' knowledge of the specific zoning by-laws.

### **Technology**

- Aligned software is critical for the success of this model, and in itself allows for some municipalities to experience significant workflow efficiencies.
- Both software for permit management and for assignment of inspection/plans review resources will be required.
- Reporting tools within the software are essential for monitoring of the agreement effectiveness, Council communication, sharing fees, and accountability of resource management during demand periods.

## **Option 2 – Partial Shared Building Services Model**

### **People**

- CBO/Deputy CBO are appointed by each municipality and have the responsibility/authority to perform duties as legislated and as collectively agreed upon. CBO has authority over the Deputy and Deputy CBO has authority over assigned Inspector based on jurisdiction of the application. CBO provides short-term backup for the Deputy CBO as required, and vice versa.
- Intake clerks and other administrative support remain the responsibility of each Town, directly funded by respective Town budgets.
- This model may also be expanded to Municipal Drainage or other services or may be adjusted should less than four municipalities choose to participate.

### **Process**

#### *Agreement*

- A shared service agreement is a suited agreement structure. Fundamentally, staff are employed by a prime municipality and services are extended to other municipalities at a set fee under a formal agreement, but the CBO and Deputy CBO are managed and operate as an 'independent' group to ensure objectivity and fair allocation.

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

#### *Locations*

- Rotate presence at all four offices on a regular schedule. Inspections do not have to be scheduled based on CBO availability.

#### *Fleet*

- One dedicated vehicle would be required which would also be a shared capital item. Pay the percentage of the permit towards the capital (fee only, home municipality has the capital).

#### *Workflows*

- Permit applications may continue to be distributed through Planning staff for zoning reviews. This may be a new workflow for Wainfleet but is the most robust in ensuring a thorough zoning check is performed, without relying on the shared Inspectors' knowledge of the specific zoning by-laws.

## Technology

- Transition to aligned e-permitting software is not essential, but would be far more effective, allowing for remote signoffs and processing.
- Aligned software is critical for the success of this model, and in itself allows for some municipalities to experience significant workflow efficiencies.
- Performance feedback from all four municipalities. Accountability and reporting of resource assignment and use is achievable through resource management software and monitored and trended by the CBO. This is essential for Council communication, sharing fees, and accountability of resource management during demand periods.

## Option 3 –Temporary Coverage Model

- Formal agreements are set up to allow for municipalities to borrow temporary services as needed to cover temporary shortfalls (vacation, vacancy, sickness, capacity).
- If software is not aligned, the objective of shared service is to 'keep the lights on', while the municipality supports with administration, email, approvals, and level of service gaps as required.
- Municipalities will ensure that CBO and Deputy CBO have appropriate authority in jurisdictions as required.
- This model may also be expanded to Municipal Drainage or other services or may be adjusted should less than four municipalities choose to participate.

## Shared Services Review

Building Services, Municipal Drainage Services, and IT

### 4.5 Financials

Although cost savings are a shared model objective, GMBP was unable to provide a detailed cost savings evaluation since much of the salary data was missing. Using hourly rates<sup>7</sup> for current West Lincoln salaries as average salaries for all municipalities, the following coarse comparison was prepared for the recommended Full Sharing Model.

Table 4-3: Model 1 – Full Sharing - Coarse Estimate in Annual Savings Salaries (plus benefits)

Municipality	Current	Full Share Model	Potential Annual Savings
Pelham	\$ 459,420	\$ 252,401	\$ 207,019
West Lincoln	\$ 283,777	\$ 254,562	\$ 29,215
Port Colborne	\$ 274,883	\$ 274,008	\$ 876
Wainfleet	\$ 157,273	\$ 195,503	\$ (38,230)

The following should be noted: Although transfer to reserve could diminish for Wainfleet to cover additional salary costs, the potential impact on level of service for Wainfleet is significant: residents get full time counter presence with an intake clerk, more prompt inspection response and equivalent permit processing times.

CBO	Deputy CBO	Senior Inspector	Inspector	Intake Clerk	Administrative Secretary
\$ 115,456	\$ 102,195	\$ 95,565	\$ 83,148	\$ 68,878	\$ 70,493

Pelham could experience significant savings in salaries, but an impact on level of service may result.

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<sup>7</sup> Estimates for average salaries used for evaluation, including benefits, based on salaries provided by West Lincoln and averages

## Shared Services Review

Building Services, Municipal Drainage Services, and IT

### 4.6 Model Benefits

For each model presented, benefits are summarized in the table below based on the previously defined elements of service delivery evaluation framework.

Figure 4-2: Benefits for the Three Sharing Options

Element	Option 1 Fully Shared Building Services Model	Option 2 Partial Shared Building Services Model	Option 3 Temporary Coverage Model
<b>People</b>			
Job Function	Benefit	Benefit	-
Training, skills development	Benefit	Benefit	-
Resource Management	Benefit	Benefit	Minor Benefit
Succession Planning	Benefit	-	-
Scalability of Operations	Benefit	Benefit	Minor Benefit
<b>Process</b>			
Legislation	Benefit	Benefit	Benefit
Corporate requirements and standards	Benefit	-	-
Scope of service	Benefit	-	-
Best practices	Benefit	-	-
Work flows	Benefit	-	-
<b>Technology</b>			
Tools to enable business process	Benefit	-	-

### 4.7 Recommended Model

Considering the project objectives and results of the evaluation, we recommend the four (or fewer) municipalities consider the model described in Option 1 – Full Share Building Services.

Project objectives are satisfied through Option 1:

- ✓ Find efficiencies that result in cost savings in the long term.
- ✓ Find process and procedural efficiencies that reduce or eliminate waste or duplication.
- ✓ Find opportunities to standardize or make consistent the delivery of service across all four jurisdictions.
- ✓ Enhance the customer experience.
- ✓ Reduce the organizational risks associated with vacancies in roles critical to the organizations i.e., jobs that fulfill regulatory or mandated functions.
- ✓ Increase staff retention to realize a return on the investments of training and onboarding.

Each municipality may experience benefits to varying degrees, but overall, the model can allow for a sustainable service offering, allowing for a positive and efficient customer experience while maintaining legislative requirements.

Also, with this model, people, process and technology elements are considered and better synergized as a group and as a service across all four municipalities. Specifically, the model allows for:

- People – sharing human resources while remaining cognizant of communication and connection factors.
- Process – adjusting processes while staying attentive to levels of service.
- Technology – streamlining technology, which has tremendous potential benefits for all four municipalities.

Although some additional expenditures may be experienced for salaries and the level of service for customers may improve substantially, since duties would be performed by the most suitably skilled role, inspections can happen all days of the week and counter service would no longer require an appointment.

Note - Pelham may experience some cost savings by using a shared model.



## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

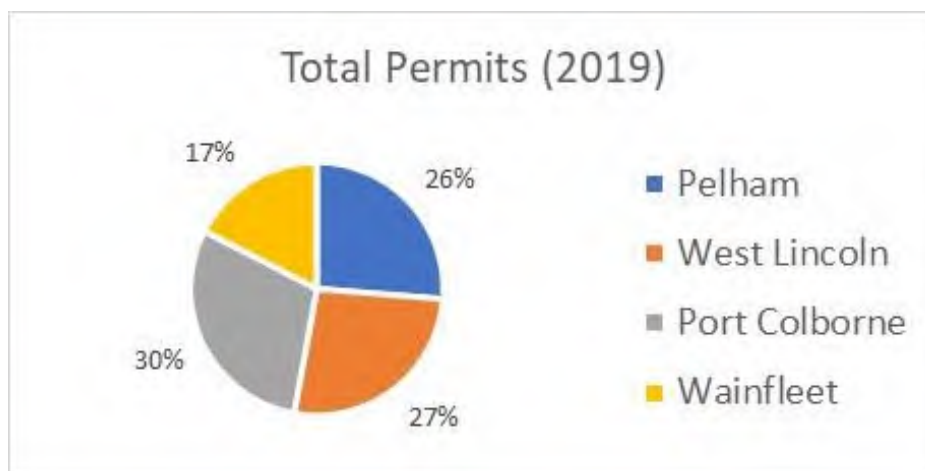
Customer service across the four municipalities would be consistently provided, allowing customers to experience a predictable and consistent inquiry, permit, and inspection process.

### Agreement

A Memorandum of Understanding or Extension of Services Agreement may be most suited to the fully shared arrangement described. Potential cost savings will be dependent on the structure of the agreement and how costs will be apportioned.

Under Section 7 of the Ontario Building Code Act, municipalities are provided with the authority to establish fees for building services and associated permits and the ability to operate respective building departments at full cost recovery. If all four municipalities shift towards a full cost recovery model, the potential cost savings of this opportunity would be the annual differential between the expenditures and revenues.

*Figure 4-3: Permit Apportionment*



In the initial arrangement, the municipalities may wish to apportion the costs associated with building controls on the historic average of building permits per year. Figure 4-3 illustrates the distribution of building permits on an annual basis – an average from the past several years could be used to calculate an apportionment cost for each municipality.



## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

Beyond the cost apportionment formula which would allow for the distribution based upon historic averages, another common practice in the municipal sector for the sharing of building control services is one municipality builds the capacity within their organization and then sells the service to the other municipalities. The costs of providing the service are done based on hourly or daily rates, while vehicle use and charges may remain in the individual municipal budgets. Vehicle charge out rates may be used if preferred and can also have a capital replacement component built in to address the eventual need to replace the assets associated with the delivery of the service.



# *MUNICIPAL DRAINAGE SERVICES*



# 5. MUNICIPAL DRAINAGE SERVICE REVIEW

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## 5.1 Background

Drainage issues are regulated under the Drainage Act. Primarily through the Council appointment of a Drainage Superintendent, the local municipality is responsible for the management of the drainage systems located within municipal boundaries, and the cost of work is assessed to the landowners in the watershed of the drain.

Management of municipal drains is vital to the communities, roads, and surrounding lands in rural Ontario by reducing flooding and property damage while maintaining safety. Municipal drain management is especially fundamental for an effective and competitive agricultural industry.

Through the Drainage Act, the Province provides grants towards assessments on agricultural land for cost of municipal drain construction, improvement, maintenance, repair and operations, and grants towards Drainage Superintendent costs. The Superintendent's responsibilities may also include other duties related to municipal drains, and some of the Superintendent's time performing related duties is eligible for grants under the Drainage Act.

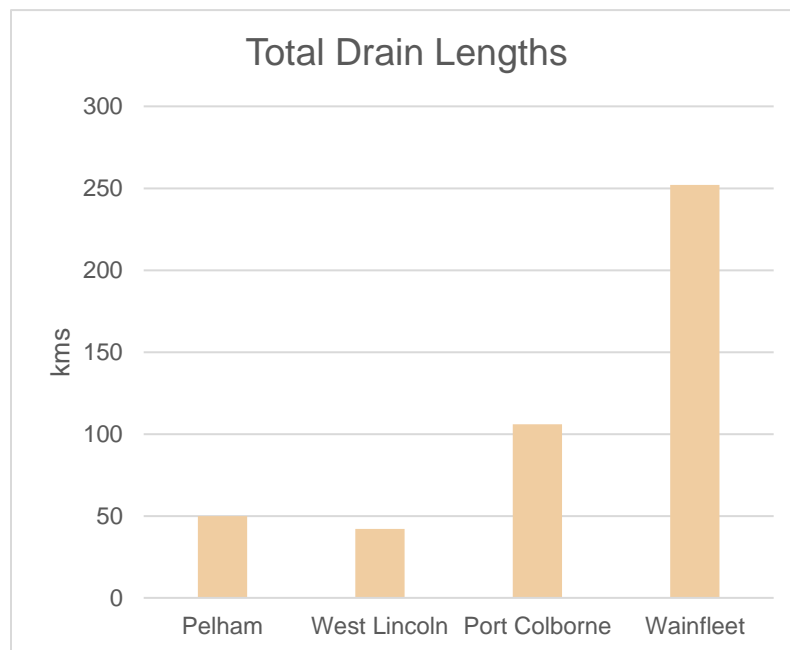
Several of the municipalities have shared a Drainage Superintendent in the past with mixed success.

## 5.2 Current State

The four municipalities each present different scale of networks, staffing structure and service approach.

Wainfleet maintains the largest drain network of the four municipalities, and the largest in Ontario at 252km. Comparative sizes of the drain networks are shown in Figure 5-1.

*Figure 5-1: Total Drainage Lengths*



Based solely on the considerable difference in drain network size, it is expected that the efforts to maintain the existing municipal drains would vary for the four municipalities. From interviews, it is also apparent that two different approaches to service delivery have been adopted - reactive (complaint based) and preventive – which also impacts the resources required to provide drainage services.

Both Pelham and West Lincoln take a reactive (complaint-based) approach to municipal drain services. Since municipal drain maintenance costs are shared amongst benefitting property owners, both municipalities prefer to perform drain maintenance or initiate new construction only when prompted by property owners. All drain maintenance and new drain construction is contracted to external organizations in an effort to maintain objectivity, keep an ‘arm’s length’ from the work at hand, and for ease of billing/grant applications.











## Shared Services Review

### Building Services, Municipal Drainage Services, and IT

Inversely, Wainfleet and Port Colborne have established a preventive municipal drain maintenance program and a hands-on approach with pre-engineering and permitting. With this approach, a portion of the total drain network is ‘maintained’ each year (e.g. vegetation removal, culvert maintenance, excavation). Both municipalities have also arranged for supporting heavy equipment and clerical staff to offset contractor costs for maintenance work, and to allow for greater flexibility with scheduling, especially working within permit timing constraints. Both municipalities expressed a desire for more supporting staff – specifically a biologist for assisting with the quality of permit applications and maintenance work. For new drains, external engineering firms are engaged, and internal staff strive to offset some of the engineering costs through internal staff (permit applications, surveying, species identification). Like Pelham and West Lincoln, construction of new drains is contracted to external organizations.

Organizational structures for each municipality also vary, as shown in the Table below.

*Table 5-1: Drainage Services FTEs*

	Drainage Superintendent	Municipal Drain Technologist	Equipment Operator	Other	Total FTE
Pelham	0.1 FTE 			0.1 FTE 	0.2
Port Colborne				0.2 FTE 	3.2
Wainfleet					2
West Lincoln	0.2 FTE 			0.1 FTE 	0.3

The FTEs assigned to the municipal drain services vary across all four municipalities.

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

#### Reactive Service Approach:

Pelham and West Lincoln, municipalities that both adopted a reactive approach to drain maintenance, employ 0.4 and 0.8 FTEs per 100km of municipal drain, respectively.

- Pelham co-shares the Drainage Superintendent role with the Chief Building Official. No Drainage Superintendent job description is available.
- Under Council appointment, West Lincoln has contracted the Drainage Superintendent services to a consulting firm, with additional contribution provided by a staff Project Manager, totaling 0.3 FTEs.

#### Preventive Service Approach:

The average FTEs/100km for the municipalities using the reactive approach is 0.7, while for those using a preventive approach, almost three times the resources are applied, with average FTEs/100km at 1.9. This supports the observation of the significant difference in drainage service approach for the municipalities. Ignoring the averages and looking at the municipalities individually, it is clear that the application of resources for the drain network is not consistent.

	Kms Drain	Strategy	FTEs/100km	Average FTEs/100km
<b>Pelham</b>	50	Reactive	0.4	0.7
<b>West Lincoln</b>	42	Reactive	1.0	
<b>Port Colborne</b>	106	Preventive	3.0	1.9
<b>Wainfleet</b>	252	Preventive	0.8	

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

For all four municipalities, general responsibilities related to municipal drainage services include:

- Customer response and liaising (drainage inquiries, complaint investigation, customer education).
- Plan and supervision of construction, maintenance and repair of municipal drainage works.
- Management of municipal drain maintenance – based on customer complaints.
- Management of new municipal drains - petition and construction process - including engagement of Drainage Engineer & contractor, general oversight of construction work.
- Operation of municipal drainage works by investigating concerns and maintaining compliance with Provincial Drainage Act requirements and legislation.
- Drain billing oversight (coordination with Planning and Financial staff).
- Management of provincial grant administration.
- Participation and attendance at drainage meetings, open houses.
- Representing/managing response for appeals as required (contracted or in-house).

In addition, Port Colborne and Wainfleet, having adopted a preventive service approach, also include the following responsibilities:

- Assistance with pre-engineering for new drain construction, to offset external engineering firm fees.
- Management of a preventive drain maintenance program – including inspection of all drains on a multi-year cycle, program operational and capital planning, oversight of internal maintenance staff and equipment.
- Assistance with pre-engineering for drain maintenance, including species assessment, permit application, surveying.

## Challenges

The overall ongoing challenges the municipalities face include:

### *People:*

- Sustainability – Retention and succession planning of personnel is a challenge, especially for co-shared and specialized roles, and for municipalities with less dedicated staff.
- Outsourcing – There is some corporate risk when the whole of a service is outsourced. In municipal service provision, especially reviewing opportunities for

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

efficiency, it is good practice to retain functions/responsibilities that are of high value to the organization. In this case, Municipal Drainage Services is considered high value (high risk) because of the legislative requirements, the specialized nature of the service (i.e., qualified/certified Drainage Inspector), the contact with the community, and its direct connection to billing. Shedding some aspects of the service could be beneficial especially if those tasks are either lower value to the organization (low risk) or highly technical where it would not be reasonable to keep in-house.

#### *Process:*

- From an asset lifecycle perspective, preventive (rather than reactive) maintenance may prove less costly in the total service life of the drains, ultimately posing less financial burden to benefitting land owners. When regularly and preventively maintained (sediment removal, brush vegetation cutting and removal, grading, culvert maintenance, etc.), drain performance is sustained throughout the service life of the drain. Smaller rehabilitation measures throughout the life of a drain can extend its service life, while lack of maintenance until symptoms of major deficiency arise (such as flooding) may shorten its service life.
- Efficient and successful billing relies on current and correct property owner data. When property ownership changes, municipality billing staff rely on MPAC for current data. However, when property boundaries change (due to subdivision, severance or other planning activities), lands on municipal drains, allocation, and benefitting owners may change. The approved property changes must be regularly communicated, at a minimum, to the Drainage Superintendent, and a process must be in place to ensure Engineer's Reports' assessment schedules and billing information is accordingly updated.
- Documented workflows can lend to increased efficiencies and are helpful with training, definition of roles, and consistency of service provision. The process of creating documented workflows can be beneficial in itself, helping to identify authorities, responsibilities, process, and gaps.
- Customer service is a challenge, requiring a significant amount of education, site investigation, awareness of invasive species (beavers!) and need for quick response, especially since many drainage customers are agricultural businesses and municipal drain performance can directly impact crops.



## Shared Services Review

*Building Services, Municipal Drainage Services, and IT*

### Customer Experience

In all interviews with drainage staff, it was noted that the agricultural customer base appreciates the on-site response, drainage concerns being investigated, and the general level of service being provided by each municipality. Wainfleet and Port Colborne staff also noted that the agricultural customers understand and generally do not object to the need and cost for preventive drain maintenance.

GMBP interviewed a business in Pelham that owns land on municipal drains in Pelham, and also operates farms on municipal drains or with drainage issues in Port Colborne, Wainfleet and Haldimand County. The business representative noted:

- In Pelham, a field entrance culvert on a municipal drain was replaced in coordination with the Town several years ago. The rep noted that the level of service from the Town was satisfactory. He also expressed concern that the contractor pricing, since coordinated through the Town, was considered to be expensive and a longer time to coordinate, compared to what could have been installed directly by the business under the Town's supervision. The culvert was replaced since it was failing from rotting, making the ditch unpassable, and the company's farming equipment is only getting larger to accommodate farming demands.
- In comparison, this same company deals with the County of Haldimand on municipal drain matters and feels the level of customer service there is equivalent and satisfactory.
- In Wainfleet, this company's experience with the Township's response to drainage matters not related to a municipal drain has been slower than municipal drain response. He noted that the preventive maintenance related to municipal drains has been excellent.

A second business that operates in multiple municipalities preferred to be contacted when this busy May season has passed.

A private resident on a municipal drain in West Lincoln noted general satisfaction with the drain, and that the billing is not issued with any accompanying information, backup or explanation.

### Industry Scan

"OMAFRA-ICSC-Interim-Report-2-Provincial-Survey-Results" (July 2019) is a broader research project to assess the potential of inter-community service cooperation as a possible tool to address the impacts of climate change in small communities. In it, 10%

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

of the 29 Ontario municipalities surveyed share stormwater and wastewater management.

The following municipalities<sup>8</sup> share some portion of drainage duties:

- Township of Wellesley & Township of Wellington North
- Municipality of Bluewater, Municipality of South Huron
- Municipality of Central Manitoulin, Tehkummak Township, Township of Assiginack
- Township of North Stormont, Russell Township
- The Manager of Public Works for Town of Amherstburg is contracted to be the Drainage Superintendent of the Township of Pelee Island. Amherstburg has a full-time Drainage Superintendent.
- North Perth & Perth South formerly shared a Drainage Superintendent.

An informative article<sup>9</sup> about North Perth and Perth South describes the benefits of shared drainage and other services states:

*“An example of savings realized through PACT in 2016 was the sharing of a drainage superintendent between Perth South and North Perth. According to Pullia’s report, the five-year average cost of drainage superintendent services from an engineering firm has, in the past, cost Perth South \$75,534 annually.*

*Through a shared service agreement established at the end of 2015, North Perth hired a full-time drainage superintendent, which Perth South then hired to work two days a week at a cost of \$28,768 – nearly \$47,000 less than Perth South had been paying previously.”*

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<sup>8</sup> Check out DSAO.net – see membership list:

<sup>9</sup> <https://www.mitchelladvocate.com/2017/07/10/getting-the-most-bang-from-the-taxpayers-buck/wcm/913ead01-9494-6268-015f-98194b8e742e>

### 5.3 Sharing Options

As described above, two fundamentally different approaches to municipal drainage services exist in the four municipalities, making implementation and benefits of a singular shared model challenging. Establishing one shared group that provides municipal services using two significantly different approaches would be challenging to administer, maintain consistently, and could prove frustrating for customers, especially those that own or work with municipal drains across multiple municipalities. As a result, two levels of municipal drainage sharing models are presented – sharing models for municipalities using a reactive (complaint-based) approach and using a preventive approach.

#### Pelham, West Lincoln

##### **Option 1** Reactive Approach

###### **Full Share Model**

- **Shared Drainage Superintendent**

#### Wainfleet, Port Colborne

##### **Option 2** Preventive Approach

###### **Full Share Model**

- **One Drainage Superintendent**
- **Two Municipal Drain Technologists**
- **One Environmental Technologist**
- **Two heavy equipment operators**

##### **Option 3** Preventive Approach

###### **Temporary Coverage Model**

- **Emergency sharing of resources**

In all options, salaries of shared services may be eligible for provincial benefit through the Ministry of Agriculture, Food and Rural Affairs, and benefit could be allocated to sharing municipalities in accordance with the agreement. Timesheets and logs prepared for grant application support is also valuable for agreement monitoring and communication. Salaries, benefits (to 35%) and expenses (to 18%).

## Shared Services Review

*Building Services, Municipal Drainage Services, and IT*

### Option 1: Reactive Maintenance Approach, Shared Drainage Superintendent

**Prerequisite:** Member municipalities provide municipal drainage using a reactive, complaint-based approach. (Currently, this approach is used by Pelham and West Lincoln.)

**Model:** Share services of one Drainage Superintendent. For Pelham and West Lincoln, this role can be filled by a staff member extending services to a second municipality, rotating municipal offices (for connectivity and team connections). This shared staff member would coordinate with Finance, Planning and Tax staff from respective municipalities as required. The agreement allows for one municipality to employ the Drainage Superintendent and extend services to the other, rotating coverage at both municipal offices for consistent presence and reliable communication, and the basis of the agreement can be fee or time-based.

Currently, Pelham has 0.4 FTE/100km drain and West Lincoln has 1.6 FTE/100km drain. This sharing scenario totals 1 FTE managing a total of 92km of municipal drains, or 1.1 FTE/100km drain, an intermediate value for resource application.

**Benefits:**

- Sustainable personnel, as it allows Pelham to separate CBO/Drainage roles, especially for future filling of positions with suitable skillsets.
- Allows West Lincoln to bring the service in-house, if the shared resource is internally provided.
- Role, responsibilities, and authorities objectively provided by a dedicated full-time person, rather than an external party or a part-time basis from staff serving alternate roles.
- Scalable model, since climate change, growth, and increasing agricultural service levels will only increase demand on this role.
- More consistent billing across member municipalities.
- Drainage Open House, an effective customer communication initiative, could be offered to a broader scope of citizens.
- Ease of management and billing for municipal drains that traverse both member municipalities.

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

#### **Risks:**

- Inconsistent coverage between municipalities was identified as a former challenge with a shared Drainage Superintendent. A robust, well-monitored sharing agreement with defined levels of service expectations would be required to avoid this risk.
- From an asset lifecycle perspective, reactive (rather than preventive) maintenance may prove more costly in the total service life of the drains and may pose more financial burden to benefitting land owners. When not regularly and preventively maintained (sediment removal, brush vegetation cutting and removal, grading, culvert maintenance, etc.), rehabilitation options may become more limited, drain performance deteriorates, and intervention measures shift to reconstruction rather than rehabilitation. Smaller rehabilitation measures throughout the life of a drain can extend its service life, while lack of maintenance until symptoms of major deficiency arise (such as flooding) may shorten its service life. A reactive approach may also contribute to unplanned and costly failures from lack of monitoring.
- Long-term coverage demand from one municipality could tax the model with unequitable resource allocation.

Should Port Colborne or Wainfleet consider shifting the service delivery approach from preventive to reactive, this shared service model could also be expanded to include these municipalities. If so, a small amount of additional shared resources may be required – this could be in the form of part-time Administrative Support to the shared Drainage Superintendent, or additional coverage if the shared service is contracted to an external firm.

#### **Option 2: Preventive Maintenance Approach, Full Share of Services**

**Prerequisite:** Member municipalities providing municipal drainage using a preventive approach in a drain maintenance program. Currently, this approach is used by Wainfleet and Port Colborne.

**Model:** Fully share a service group of staff, which can also include vehicles and equipment. The agreement allows for one municipality to employ the full group while extending services to the other member municipality based on a fee or time basis. For Wainfleet and Port Colborne, shared staff may include:

- One Drainage Superintendent
- Two Municipal Drain Technologists

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

- One Environmental Technologist (environmental or biology skillset, able to assist Municipal Drain Technologist)
- Two heavy equipment operators.

Currently, Port Colborne has 3.0 FTE/100km drain and Wainfleet has 0.8 FTE/100km drain. This sharing scenario totals 6 FTEs managing a total of 358km of municipal drains, or 1.7 FTE/100km drain, an intermediate value for resource application.

Other shared resources may include staff vehicles, heavy equipment for drain maintenance work, and IT Tools.

#### **Benefits:**

- Quality of maintenance work (maintenance work performed by staff)
- Control of compliance (related to preparing permit applications, permit compliance, Engineer's report compliance, maintenance work)
- Customer service – communication with residents by staff rather than contractor
- Reduced contracted services using internal staff, can reduce costs
- Control of work with reduced control to contracted services
- Ease of scheduling using internal staff rather than relying on tendering process with contracted services
- Municipal drains more likely to reach service life, or extended service life, with preventive maintenance
- Sustainable personnel, as it allows for movement, development, succession, coverage
- Scalable model, since climate change, growth and increasing agricultural service levels will only increase demand on this service.
- More consistent or centralized billing across member municipalities can be pursued, consistent policy for billing would need to be established.
- Drainage Open House, an effective customer communication initiative, could be offered to a broader scope of citizens.
- Ease of management and billing for municipal drains that traverse both member municipalities.

#### **Risks:**

- Potential shift of level of service or culture from individual municipalities to centralizing the service. New level of service should be defined, Council-approved, and explained to citizens to alleviate this risk.

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

- Dedication of sufficient resources to all member municipalities equitably. A well-monitored agreement with clearly defined expectations can alleviate this risk.
- Communication with supporting staff (finance, planning) at respective municipalities can be challenging. Rotating offices and regular group meetings can alleviate this risk.
- Underutilizing shared staff.
- Long-term increased demand from one municipality could tax the model with unequitable resource allocation.

Should Pelham or West Lincoln consider shifting the service delivery approach from reactive to preventive, this shared service model could also be expanded to include these municipalities. If so, additional shared resources may be required.

### Option 3: Share Temporary Coverage

**Prerequisite:** Member municipalities providing municipal drainage using a preventive approach in a drain maintenance program. Currently, this approach is used by Wainfleet and Port Colborne.

**Shared Model:** Share staff for temporary coverage for vacations, sickness, demand or short-term vacancy, on an as-needed basis. The agreement allows for one municipality to borrow from another for short-term coverage. The agreement can be fee-based or purely mutual aid as required.

#### **Benefits:**

- Better coverage for Drainage Superintendent, support staff, heavy equipment operators or even contract specialized services, such as a biologist, for specific projects.
- Better prepared for emergencies or unplanned shortages of resources.
- Customer service – improved interactions between member municipalities may prove beneficial to customers, especially for drains that cross municipal borders.
- Scalable model, since climate change, growth, and increasing agricultural service levels will only increase likelihood of unplanned need for resources.

#### **Risk:**

- Long-term coverage from the supporting municipality could tax the model with unequitable resource allocation.

This shared service model may also be feasible between municipalities delivering services with a reactive approach.



## *IT SERVICES*





# 6. IT SERVICES REVIEW

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## 6.1 Scope of the Review

This chapter provides information specific to the GMBP review of potential options for sharing IT Services between Pelham and Wainfleet. The objective of the IT Services Review is to attain efficiencies and improve customer service.

The scope of this review consists of the following three primary areas:

1. Hardware: review of the current physical devices and networks that are in place including maintenance, function and application and consider how sharing would result in efficiencies.
2. Software: review of programs and applications of significance that are currently in use within each municipality as well as licensing type and procurement and consider how a sharing the IT service would result in efficiencies.
3. Staff: review of both the number of staff and workload and consider how a sharing scenario would result in efficiencies and increase customer service.

To accomplish the objective of the assignment, a questionnaire was sent to the IT Managers at Pelham and Wainfleet and follow up meetings were held to clarify responses and deepen GMBP's understanding of current issues. The following describes the current state at both organizations and offers suggestions regarding potential opportunities to share services as a way to find efficiencies, cost savings, improve customer service, and provide afterhours / emergency on-call IT services.

### 6.2 Industry Scan

Sharing IT services is not uncommon among municipalities in Ontario. Sharing partners typically benefit in the following ways:

- Cost savings through increased purchasing power/volume pricing, and potentially attracting a more vendors/contractors.
- Cost savings by sharing applications, system and data backup infrastructure - (Lambton County IT is an example of an upper tier who extends IT services to some of its 11 lower tier municipalities including system and data backup).
- Access to systems hosted by another organization. For example, Niagara Region provides GIS to lower tier municipalities through NiagaraNavigator.
- Pooling knowledge and experience to benefit from the collective skills and past experience of staff. Niagara Region hosts GNIag- a GIS community for users in Niagara Region to come together stay current on technology, review software, and discuss issues.
- Enabling sharing of other municipal services through common systems and data, e.g. should Pelham and Wainfleet decided to share Building Services, a common e-permitting tool would increase the benefit of sharing and enable seamless workflow and dataflow between the organizations.

## 6.3 Current State Key Findings

The following outlines key findings resulting from in-depth discussion regarding the participating municipalities and their respective IT environments and resources. Documentation of these one-on-one interviews is included in **Appendix A**.

### People

- Pelham has one full-time and one part-time staff dedicated to maintaining the IT systems and responding to requests from Pelham's 69 staff. IT staff per FTE ratio is 1:46<sup>10</sup> (based on FTE reported in Pelham's 2018 FIR).
- Wainfleet has one individual dedicated to IT Services and 36 staff. IT staff per FTE ratio is 1:36<sup>11</sup> (based on FTE data reported as part of Wainfleet's 2018 FIR).
- With respect to people capacity, GMBP suggest the following IT Services trends be considered
  - **Note:** typically, organizations with fewer than 500 FTE have a ratio of 1:18<sup>12</sup> illustrating that IT Services in both organizations are already somewhat running at capacity.
- With respect to people capacity, GMBP suggest the following IT Services trends be considered. Each of the following represents additional potential pressures on IT resources:
  - Communities, council, and staff are shifting to digital and online tools for collaboration, public engagement, and education which puts additional pressures on IT to support new tools and services to more customers (including the public).
  - Recent requirements to work from home due to social distancing highlight the need for the IT departments to be flexible and responsive to operational conditions to

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<sup>10</sup> <https://efis.fma.csc.gov.on.ca/fir/ViewFIR2018.htm#2600>

<sup>11</sup> <https://efis.fma.csc.gov.on.ca/fir/ViewFIR2018.htm#2600>

<sup>12</sup> <https://www.workforce.com/news/ratio-of-it-staff-to-employees>

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

	<p>support municipal services, especially essential service, and highlights the need for remote connectivity to city systems and data.</p> <ul style="list-style-type: none"><li>○ According to the Municipal Information Systems Association, increased awareness within municipal leadership of threats to cyber security is an emerging trend which will require action, education and response.<sup>13</sup></li><li>● Both manager positions require the skills of a formally trained IT Administrator.</li><li>● Unplanned vacancies in the critical role of IT Manager would present a risk to the organizations, however filling vacancies is not expected to be problematic. While training would be required to learn the unique and individual configurations of the municipalities, finding a qualified IT staff should not be an issue from a recruitment perspective.</li><li>● The Pelham IT Manager is backed up by a part-time employee.</li><li>● Neither organization is currently staffed to provide 24/7 IT Services. Increasing the hours of operation would require either additional staff, or shared support contract for 24/7 support.</li></ul>
<b>Process</b>	<ul style="list-style-type: none"><li>● Procure and maintain all hardware as required– patches, repairs, upgrades.</li><li>● Procure and maintain all software as required – installations, patches, upgrades.</li><li>● Respond to staff requests – both municipalities have a formal process for receiving staff requests however both note that staff opt to call or email instead.</li><li>● Provide IT support to staff.</li></ul>

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<sup>13</sup> <https://www.itworldcanada.com/article/five-cyber-security-trends-to-prepare-for-gartner/411448>

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

<b>Technology</b>	<p>Hardware:</p> <ul style="list-style-type: none"><li>• Both municipalities have a similar overall hardware configuration. Pelham uses Hewlett Packard (HP) machines provided through an account with IBM, and Wainfleet has an account with Dell for Dell systems.</li><li>• In both municipalities, iPads and iPhones are the predominant mobile devices.</li><li>• In Pelham, they achieve redundancy by backing up their systems and data to the Pelham Recreation Center, while backups are locally stored at Wainfleet.</li></ul> <p>Software:</p> <ul style="list-style-type: none"><li>• Apart from mobile devices which are standardized on Apple's iOS (varying versions depending on the age of the device) both municipalities have standardized to the Microsoft platform, with Windows 10 as the desktop operating system, and Microsoft Server being used on enterprise servers.</li><li>• Both municipalities use MS Office suite for desktop users and MS SQL Server as their primary enterprise database system</li><li>• Both municipalities use Vadim iCity Financials, Stone Orchard Cemetery software.</li></ul> <p>Additionally:</p> <ul style="list-style-type: none"><li>• Pelham has the following: AutoCAD licenses, ESRI Enterprise License Agreement (ELA) to use the ESRI GIS suite of applications, and the current implementation of Marmak.</li><li>• Wainfleet currently utilizes the Region of Niagara's GIS, has implemented CityWide and is in the process of implementing Evolta/Cloudpermit for building applications permitting and inspection.</li></ul>
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### 6.4 Sharing Model Options

Two models have been developed to suit the sharing objectives of Pelham and Wainfleet and are based on current state key findings. Both model options consider a scenario for emergency after hours support.

Figure 6-1 - IT Services Sharing Models

Option 1 Fully Shared IT Services Model	Option 2 Partially Shared IT Services Model
<p><b>Single department servicing both Pelham and Wainfleet</b></p> <ul style="list-style-type: none"><li>• 4 FTE (includes optional GIS staff)</li><li>• Maximize opportunities for resource and workflow efficiency, scalability and flexibility.</li><li>• Improved purchasing power.</li><li>• Extended business hours and emergency on call support.</li><li>• Potential to improve customer service through specialized skills and expertise.</li><li>• High impact change but highly disruptive to customers.</li></ul>	<p><b>Agreement to share some IT services</b></p> <ul style="list-style-type: none"><li>• Pelham = 1.5 FTE Wainfleet = 1.5 FTE</li><li>• Pelham's part time staff to provide equal support to Wainfleet.</li><li>• Joint procurement of hardware, software, and services where possible, practical and mutually beneficial.</li><li>• Emergency on call support</li><li>• Moderate opportunities for efficiencies but very little disruption to those using IT Services</li></ul>

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

#### Option 1: Fully Shared IT Services Model

A single IT department would be created to service the needs of both municipalities. One municipality (suggest Pelham) would employ the group and extend equal service to the other.

People	
FTE:	<p>The group would consist of 3 or 4 FTEs:</p> <ul style="list-style-type: none"><li>• 1 IT Manager</li><li>• 1 Senior System Administrator</li><li>• 1 System Administrator (in lieu of Pelham's 0.5 FTE)</li><li>• 1 GIS Technician (optional new position)</li></ul> <p>With 4 FTEs (includes optional GIS position) the ratio of IT support per staff is 1:26 and without the GIS position is 1:35. This new ratio is a slight improvement for Wainfleet but a significant improvement to Pelham. This potential additional capacity could be used to address the pressures anticipated by IT Services trends identified in Section 6.3.</p>
Coverage	<p>In this model, IT staff would provide each other the necessary back up to fill temporary vacancies and short-term leaves with minimal disruption to service delivery.</p>
GIS Service:	<p>Both municipalities indicated the need for GIS services. In a full sharing scenario, an additional FTE could result in a valuable increase to the scope of service offered by IT Services.</p> <p>Alternatively, consider investigating the option to outsource GIS service. Outsourcing highly technical and specialized services is a valid service delivery option as it provides the department with the opportunity to gauge what the resource requirements would be if/ when the service is brought in-house.</p>
Customer Service:	<p>Increasing the number of staff with the department could provide opportunities to evaluate specific specialization needs (networking vs. application implementation) and increase the department's ability to</p>

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

	effectively support and administer specialized services and software, resulting in improved customer service.
Staff Retention:	Increasing Pelham's part-time position to full-time status could add to the attractiveness of the job and promote the retention of staff.
Succession Planning:	Opportunities to develop succession plans for the role of IT Manager, and Senior System Administrator.
After hours support:	3-4 FTEs would provide enough resources to perform some afterhours support. By staggering working hours, full IT Services could be extended (for example 7am-6pm) and emergency on call service could be provided in off hours.
Location:	Although some costs would be involved in relocating and outfitting office space, GMBP suggests collocating the new Fully Shared IT Services Department. Consider investigate the feasibility of using the Pelham Community Centre.
<b>Process</b>	
Help Desk:	<p>The new department would need to develop processes and performance standards for standardized Help Desk functions.</p> <p>Because IT Services could potentially be moved to a central location, there would be greater reliance on a Ticketing System and remote assistance.</p>
Procurement:	<p>A single business making higher-volume purchases could expect some economies of scale and could potentially attract bids from more vendors.</p> <p>Combining maintenance, support contracts, license agreements could also offer some cost savings. This would, however, require some degree of standardization of hardware and software.</p>
System and Data Back Up:	In a full shared model, the department should share rack space providing the both municipalities with off-site back up; it was suggested that Pelham's arena would be a reasonable location.



## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

Technology	
System rationalization	Over time, the two organizations would need to consider eliminating duplicate systems with the same function and settle on uniform hardware. Ideally there would be a high degree of standardization between both municipalities from an IT perspective.

### Model 2: Partially Shared IT Services Model

Both municipalities remain independent but, when mutually beneficial, share some services through various forms of agreement.

People	
FTE	<p>Pelham = 1 Manager, 0.5 IT Support</p> <p>Wainfleet = 1 Manager, 0.5 IT Support</p> <p>An agreement to share 1 FTE (currently Pelham's part-time staff) between Pelham and Wainfleet. The FTE would remain an employee of Pelham, Wainfleet would pay half the cost of the FTE and would receive equal service.</p> <p>The IT support to staff ratio in Pelham would remain as the current state 1:46 and Wainfleet would see an improvement to 1:24 (current state for Wainfleet was 1:36).</p>
Coverage:	This model would benefit Wainfleet by providing additional coverage to help overcome periodic upswings in workload and coverage for short term vacancies and help administer on-call support.
Retention and Succession Planning:	By making the current part-time staff member full time, Pelham would improve its ability to retain and attract staff to that role. It also provides opportunity for succession planning at Pelham.
GIS Services:	An alternative to offering the service internally, Pelham and Wainfleet could share a service contract with a GIS services provider. Sharing the contract would reduce administrative costs and could provide

## Shared Services Review

### *Building Services, Municipal Drainage Services, and IT*

	economies of scale. This allows both municipalities to test the service and gauge if offering GIS in-house would be beneficial in the future.
After hours support:	Agreement to share emergency on-call IT Support duties between the IT Services from both organizations. The three partially shared FTEs would rotate the responsibility of being on call for both municipalities. As the on-call function would only be for emergencies, it is not expected that this additional duty would overwhelm the current complement.
Process	
Procurement	When possible, jointly purchase hardware, software, licensing agreements, maintenance contracts, and consulting services. For example, review current individual purchasing agreements for Microsoft software and iPad/iPhones to see if they may be amalgamated into a single agreement for both Municipalities. This would reduce the cost of administering the contracts and could provide some economies of scale.
Business Processes:	Standardization of business process and protocols to facilitate the sharing of Pelham's IT Services staff and after-hours support.
Knowledge Sharing	Potential opportunities to learn from each other by creating a Pelham/Wainfleet IT Services Committee that would meet to discuss new and different ways to share and find efficiencies and discuss and demonstrate new and existing technology so that both municipalities benefit from knowledge and experience of IT Services and the user groups with the organizations. For example, Wainfleet could benefit from seeing Pelham's Marmak application suite for roads and work-orders, and Pelham could benefit from Wainfleet's experience with Evolta/Cloudpermit.
Technology	Look to include in the evaluation of the need for new technology, the benefits of sharing (either through joint procurement or using a solution that exists in the partner municipality).

### 6.5 Recommendations

Considering the project objectives and our discussion with both IT Service Managers, GMBP recommends that Pelham and Wainfleet consider the model described in **Option 2– Partially Shared IT Services**.

Through agreements to share an IT Services FTE, and develop agreements to share after hours support, jointly procure hardware, software and contracted service, both municipalities have opportunity to expand scope, reduce risk, save money and find efficiencies. While there are more benefits of the Full Share Model, the impact of change to both organizations would be significantly disruptive. The Fully Shared model would be a reasonable option if there were a service delivery issue at Pelham and Wainfleet; GMBP did not find any evidence that this was the case at either organization.



## **GM BluePlan Ltd.**

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### Quality Control

Version	Author	Reviewer	Date Submitted
Draft Version 1	Andrea Clemencio, Lena Dianda, James Burn	Marjorie Prentice	June 11, 2020
Draft Version 1 Revision 1	Lena Dianda	Andrea Clemencio	June 17, 2020
Final Report	Lena Dianda	Andrea Clemencio	July 31, 2020



## *APPENDIX A*



## Share Services Review

*Building Services, Municipal Drainage Services, and IT*

### Staff

Pelham	Wainfleet
Generally, describe the total time dedicated to dealing with IT related tasks by staff. Do you feel that is adequate (more staff required, or current staff compliment adequate)?	
<ul style="list-style-type: none"><li>▪ 1 + 1/2 FTE (IT support assistant)</li><li>▪ IT hours technically 8.30 to 4.30, but really, support could be required any time.</li><li>▪ Workload varies, but another FTE would be beneficial.</li></ul>	<ul style="list-style-type: none"><li>▪ Current staff is one person. There is generally enough time to keep pace with current demand.</li><li>▪ Administers IT at Town Hall and the Public Library.</li><li>▪ Scheduled for 35 hours per week.</li><li>▪ Occasional extra time required as needed by larger projects, or to address critical issues.</li><li>▪ Regularly work remotely, about 1 hour a week. That includes backups, maintenance, updates and other tasks best done outside of business hours.</li></ul>

**TO:** Mayor Gibson & Members of Council

**FROM:** M. Jemison, Drainage Superintendent

**DATE OF MEETING:** September 1, 2020

**SUBJECT:** Apportionment Agreement – (Carr-Rouse)

---

**RECOMMENDATION(S):**

**THAT** Drainage Staff Report DSR-005/2020 respecting Apportionment Agreement (Carr-Rouse) be received;

**AND THAT** the Agreement on Share of Assessment attached hereto as Appendix “A” be approved.

**EXECUTIVE SUMMARY:**

Application B03/2020W was made by Ryan Carr-Rouse to the Township for consent to sever and adjust the boundaries of a portion of their property, and was subsequently approved. This severance affects the Drain Assessment Schedule for the North East Consolidated and Lambert Road Municipal Drains and as such, staff have prepared Agreements on Share of Assessment (Apportionment Agreement) as per Section 65 (2) of the Drainage Act, R.S.O. 1990. Upon resolution by Council, these agreements will form part of the Drain Assessment Schedule of the affected drains.

**BACKGROUND:**

It is the practice of the Township of Wainfleet to provide Apportionment Agreements for property severances on lands assessed to a municipal drain. In order to maintain fair and equitable billing for drain maintenance activities, up-to-date property ownership records must be maintained by the Township. Changes in ownership and lots sizes affect the amount of benefit derived from drainage works and the amount of obligation for maintenance charges.

**OPTIONS/DISCUSSION:**

Section 65 (2) of the Drainage Act reads:

***Agreement on share of assessment***

*(2) If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1). 2010, c. 16, Sched. 1, s. 2 (26).*

To satisfy the requirements of the Drainage Act and continue legal and fair billing practices for drain maintenance, Council is requested to:

- Approve this agreement by resolution.

**FINANCIAL CONSIDERATIONS:**

There are no financial impacts on the Township of Wainfleet. The approval of apportionment agreements ensures that invoices for the maintenance of municipal drains to individual property owners continues to be legal and equitable based on the amount of benefit provided by the drainage works.

**OTHERS CONSULTED:**

- 1) Sarah Ivins - Planner, Assistant Secretary-Treasurer - Committee of Adjustment

**ATTACHMENTS:**

- 1) Appendix “A” – Apportionment Agreements (Carr-Rouse)

Respectfully submitted by,

Approved by,

---

Mark Jemison  
Drainage Superintendent

---

William J. Kolasa  
Chief Administrative Officer/Clerk



## APPENDIX “A”

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# Assessment Apportionment Due to Land Severance or Sale

This Apportionment Agreement has been calculated by the Drainage Superintendent for the Township of Wainfleet, on behalf of the landowner(s) indicated below. Calculations on the property sizes and shares of assessment have been made using the numbers provided in the latest Engineer's Report for the Municipal Drain to which the properties are assessed, as well as any additional information contained with the drainage files of the Township. Property sizes indicate the area of the subject properties that are assessed to a particular drain and may not be indicative of the total size of property owned. Property sizes also may NOT be the same as calculated or shown on property tax related assessments.

Original Parcel Information as per the Engineer's Report on the North East Consolidated by Erwin (1971) as amended by K. Smart (2018).

Roll No. or Lot & Conc.	Landowner	Hectares Affected	Acres Affected	% Main. Costs
2714000001003316	Carr-Rouse	0.9	n/a	0.076
	<b>TOTALS</b>	<b>0.9</b>	<b>n/a</b>	<b>0.076%</b>

New or Current Parcel Information (calculated).

Roll No. or Lot & Conc.	Landowner	Hectares Affected	Acres Affected	% Main. Costs
2714000001003316	Carr-Rouse	0.835	n/a	0.0706
Unknown	Carr-Rouse	0.065	n/a	0.0054
	<b>TOTALS</b>	<b>0.9</b>	<b>n/a</b>	<b>0.076%</b>

I/We, the undersigned, agree on the share of assessment of costs as detailed above.

Landowner 1: Ryan Carr- Rouse

Date: July 31/2020

Signature: Ryan Carr-Rouse

THIS AGREEMENT ON SHARE OF ASSESSMENT IS ADOPTED BY THE TOWNSHIP OF WAINFLEET COUNCIL BY RESOLUTION.

Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the Township Clerk: \_\_\_\_\_

This Apportionment Agreement has been calculated by the Drainage Superintendent for the Township of Wainfleet, on behalf of the landowner(s) indicated below. Calculations on the property sizes and shares of assessment have been made using the numbers provided in the latest Engineer's Report for the Municipal Drain to which the properties are assessed, as well as any additional information contained with the drainage files of the Township. Property sizes indicate the area of the subject properties that are assessed to a particular drain and may not be indicative of the total size of property owned. Property sizes also may NOT be the same as calculated or shown on property tax related assessments.

Original Parcel Information as per the Engineer's Report on the Lambert Road Drain by K. Smart (2001) as amended by K. Smart (2018).

Roll No. or Lot & Conc.	Landowner	Hectares Affected	Acres Affected	% Main. Costs
2714000001003316	Carr-Rouse	0.4	n/a	0.0348
	<b>TOTALS</b>	<b>0.4</b>	<b>n/a</b>	<b>0.0348</b>

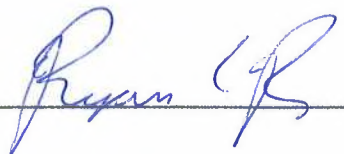
New or Current Parcel Information (calculated).

Roll No. or Lot & Conc.	Landowner	Hectares Affected	Acres Affected	% Main. Costs
2714000001003316	Carr-Rouse	0.34	n/a	0.0296
Unknown	Carr-Rouse	0.06	n/a	0.0052
	<b>TOTALS</b>	<b>0.9</b>	<b>n/a</b>	<b>0.0348</b>

I/We, the undersigned, agree on the share of assessment of costs as detailed above.

Landowner 1: Ryan Carr- Rouse

Date: July 31/2020

Signature: 

THIS AGREEMENT ON SHARE OF ASSESSMENT IS ADOPTED BY THE TOWNSHIP OF WAINFLEET COUNCIL BY RESOLUTION.

Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the Township Clerk: \_\_\_\_\_

**TO:** Mayor Gibson & Members of Council

**FROM:** R. Nan, Manager of Operations

**DATE OF MEETING:** September 1, 2020

**SUBJECT:** Award of Engineering for Lakeshore Road Retaining Wall Project

---

**RECOMMENDATION(S):**

**THAT** Report PWSR-008/2020 respecting Award of engineering for the Lakeshore Road Retaining Wall Project be received;

**AND THAT** Council direct staff to award the environmental assessment and design of the Lakeshore Road Retaining wall project to Urban Environmental Management based on the highest scoring of the proposal evaluation for \$73,819.07.

**EXECUTIVE SUMMARY:**

The Lakeshore Road Retaining Wall Project was considered by Council during budget deliberations for the 2020 fiscal year and approved with an expenditure limit of \$85,000 for Phase 1. This Phase will include the required environmental assessment and the legal framework to allow the project to proceed on lands owned privately as well as by the Township of Wainfleet. Currently staff are proceeding with the easement agreements with the properties affected by the project. The next step is to complete the required environmental assessment and design to meet the various regional, provincial and federal agencies requirements.

**BACKGROUND:**

Staff began review of this project after completion of the roadside safety report prepared by Associated Engineering in 2017 identified the location as a safety risk to the Township.

The location had been reviewed and staff met with affected landowners regarding the potential implications of the project. Lakeshore Road, in the affected area, is a slightly narrower right-of-way and the road surface was constructed partially on private property.

The improvements required to mitigate future risk and to resolve erosion issues will result in further encroachments within the private property sections. Staff have prepared the appropriate easement agreements and have delivered them to the property owners. The next step will be to conduct a geological survey, topographical survey, environmental assessment and the design for the retaining wall and storm sewer.

The last phase of the project will be brought forward to Council during the budget deliberations to be considered in the capital projects for 2021.

Staff prepared an RFP for engineering services and have received 4 (four) proposals. Several staff members completed a thorough evaluation of the proposals based on the following Criteria:

1. Applicable Technical Expertise and Resources: The proposal must clearly demonstrate that the Proponent has: the technical expertise and resources in place to commence the project without delay, successfully complete the project's objectives, and provide a comprehensive report.
2. Team Strength and Leadership: The proposal must clearly identify the Project Team organizational structure, including a description of each team member's role, duties, capabilities, and credentials. Other considerations may include relevant prior experience of each team member, and other special training.
3. Same or Very Similar Project Experience: The proposal must clearly demonstrate the Proponent's successful experience with past same or substantially similar projects. Elements which will be of consideration are size and scope of projects, project complexity, project team résumés, and confirmation of references. Minimum three (3) reference letters from past successful projects that were specific to Municipal Works.
4. Past Performance Record: The Proponent will be evaluated based on past successfully completed projects, including: budget control, adherence to the project schedule, quality assurance, and project success, project deliverables, and confirmation from references.
5. Project Understanding: The proposal will be evaluated base on the Proponent's ability to clearly demonstrate the understanding of the project scope, including deliverables.
6. Methodology: The proposal will be evaluated based on the Proponent's ability to clearly outline the work plan, including items such as schedule, workload, required resources, etc. The evaluation will also include review of the Proponent's submitted Health and Safety Plan, including Traffic Control.
7. Local Expertise Factor: The Township of Wainfleet is located within the Niagara Region. Evaluation will consider the Proponent's knowledge and experience with local municipal projects of same or substantially similar projects within the Region of Niagara.
8. Interview Result (Optional): The proposal may be evaluated based on scoring through an optional interview, as requested and determined by the Township of Wainfleet.

9. Quality Assurance Program: The proposal evaluation will be based on the Proponent clearly demonstrating an internal Quality Management Program, including procedures for the insurance of project consistency, scheduling, budget control, and quality.

10. Cost

Below is the combined scoring from the review panel of 4 (four) staff members

Company	Associated Engineering	Urban Environmental Management	Green PI Inc	R.V. Anderson
Max. Possible Score of 400	342	345.1	228.58	315.92

**OPTIONS/DISCUSSION:**

- 1) That Council direct staff to award the Environmental assessment and design of the Lakeshore Road Retaining wall project to Urban Environmental Management based on the highest scoring of the proposal evaluation for \$73,819.07.
- 2) Council may consider an alternate provider that scored a lower score.

**FINANCIAL CONSIDERATIONS:**

The 2020 budget approved \$85,000 to be spent on phase 1 of the Lakeshore Road Retaining Wall Project.

**OTHERS CONSULTED:**

Strategic Leadership Team

**ATTACHMENTS:**

None.

Respectfully submitted by,

Approved by,

---

Richard Nan, CRSS  
Manager of Operations

---

William J. Kolasa,  
Chief Administrative Officer/ Clerk

---

**Subject:** Fire Hall

**From:** Anissa Watts-Burse [<mailto:anissa.wattsburse@gmail.com>]

**Sent:** August 19, 2020 1:48 PM

**To:** Council <[Council@wainfleet.ca](mailto:Council@wainfleet.ca)>

**Subject:** Fire Hall

Good afternoon,

In light of concerns and increased trepidation on two Wainfleet Social Forums, I am requesting a Public Meeting in regards to the new build of the Fire Hall. This meeting should indeed ONLY address said build in answering constituents concerns and questions as well as disparaging any mis- information. This is a monumental endeavour for our township hence why it deserves a fulsome and robust discussion involving the tax payers. Streaming could be arranged so we, the administrators of forums could get the information to the masses.

I, respectfully place this request for consideration and anticipate a response forth with.

Regards,

**CORPORATION OF THE  
TOWNSHIP OF WAINFLEET  
BY-LAW NO. 034-2020**

Being a by-law to amend By-law 042-2010 being a  
by-law to adopt municipal and private road names in  
the Township of Wainfleet.

**WHEREAS** the Township of Wainfleet has adopted a by-law to consolidated all municipal and private road names within the Township of Wainfleet in accordance with the Municipal Addressing Policy;

**AND WHEREAS** the Council of the Township of Wainfleet has authorized final approval of draft plan of subdivision, File No. P01/2018W, upon execution of the subdivision agreement;

**AND WHEREAS** the registration of the plan of subdivision will establish a new municipal road to service the subdivision;

**AND WHEREAS** the name of the new municipal road is in compliance with the road naming policies of the Municipal Addressing Policy;

**NOW THEREFORE** the Council of the Corporation of the Township of Wainfleet **HEREBY ENACTS AS FOLLOWS:**

1. **THAT** Schedule "A" of By-law 042-2020, as amended, be further amended to include Jacob Lane in the consolidated list of street names in the Township of Wainfleet;
2. **AND THAT** the By-law shall come into effect upon registration of the plan of subdivision.

BY-LAW READ AND PASSED THIS 1<sup>st</sup> DAY OF SEPTEMBER, 2020.

\_\_\_\_\_  
K. Gibson, MAYOR

\_\_\_\_\_  
W. Kolasa, CLERK



**CORPORATION OF THE  
TOWNSHIP OF WAINFLEET  
BY-LAW NO. 035-2020**

Being a by-law to authorize the entering into of a  
Subdivision Agreement with SAW Developments Inc.

**WHEREAS** Section 51(26) of the *Planning Act, R.S.O. 1990* provides that a municipality or approval authority, or both, may enter into agreements imposed as a condition to the approval of a plan of subdivision and the agreements may be registered against the land to which it applies and the municipality or the approval authority, as the case may be, is entitled to enforce the provisions of it against the owner and, subject to the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the land;

**AND WHEREAS** SAW Developments Inc. wishes to enter into a Subdivision Agreement with the Township of Wainfleet to provide for the development of a subdivision in the Township of Wainfleet, Region of Niagara, Province of Ontario, Draft Plan of Subdivision File No. P01/2018W;

**NOW THEREFORE** the Council of the Corporation of the Township of Wainfleet **HEREBY ENACTS AS FOLLOWS:**

1. **THAT** the Council for the Corporation of the Township of Wainfleet hereby authorizes the entering into a Subdivision Agreement with SAW Developments Inc. for the development of subdivision in the Township of Wainfleet, Region of Niagara, Province of Ontario, a copy of which is attached as Schedule "A" hereto and forms part of this By-law;
2. **THAT** the Mayor and Clerk are hereby authorized and directed to fully execute the Subdivision Agreement attached hereto and forming part of this By-law and any documents related to the agreement and to affix the Corporate Seal thereon upon receipt of all necessary documentation;
3. **AND THAT** this by-law shall come into force and take effect upon the day of its passage.

BY-LAW READ AND PASSED THIS 1<sup>st</sup> DAY OF SEPTEMBER, 2020.

\_\_\_\_\_  
K. Gibson, MAYOR

\_\_\_\_\_  
W. Kolasa, CLERK

SCHEDULE "A" TO BY-LAW 035-2020  
MARSHVILLE DRIVE SUBDIVISION AGREEMENT  
(SAW DEVELOPMENTS INC.)

**MARSHVILLE DRIVE SUBDIVISION AGREEMENT**  
**SAW DEVELOPMENTS INC.**  
**(SUBDIVISION FILE NO. P01/2018W)**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
1. DEFINITIONS .....	4
2. LANDS TO BE SUBDIVIDED .....	7
3. GENERAL PROVISIONS .....	7
4. SERVICING PLANS AND SPECIFICATIONS .....	9
5. DESIGN AND SUPERVISION OF CONSTRUCTION OF SERVICES.....	10
6. BY-LAW(S), DOCUMENTATION, AND REGISTRATION .....	11
7. LAND FOR MUNICIPAL PURPOSES.....	12
8. EASEMENTS FOR MUNICIPAL PURPOSES .....	12
9. GENERAL SERVICES .....	12
10. SURVEY MONUMENTS TO BE PRESERVED .....	15
11. TOWNSHIP’S RIGHT TO ENTER AND REPAIR.....	15
12. SERVICES TO BE COORIDNATED .....	16
13. INTERIM WORKS .....	16
14. ROADS .....	16
15. STORM DRAINAGE SYSTEM.....	16
16. STORMWATER MANAGEMENT FACILITIES.....	17
17. DRIVEWAY APPROACHES .....	17
18. FENCING .....	17
19. STREET AND TRAFFIC SIGNS.....	18
20. ELECTRICAL DISTRIBUTION SYSTEM AND STREET LIGHTING .....	18
21. UTILITY SERVICES .....	18
22. LANDSCAPING.....	18
23. EROSION AND SEDIMENTATION CONTROL .....	19
24. SUBDIVISION GRADING AND DRAINAGE .....	19
25. LOT GRADING AND DRAINAGE.....	20
26. PRIMARY SERVICES & COMPLETION CERTIFICATE FOR PRIMARY SERVICES .....	21
27. SECONDARY SERVICES & COMPLETION CERTIFICATE for SECONDARY SERVICES ...	22
28. MAINTENANCE OF THE SUBDIVISION .....	23
29. CERTIFICATE OF FINAL ACCEPTANCE.....	24
30. ASSUMPTION OF MUNICIPAL SERVICES .....	25
31. BUILDING PERMITS AND OCCUPANCY .....	25

32. TENDERS, INSURANCE, AND BONDING ..... 27

33. SECURITY DEPOSITS AND REFUNDS ..... 28

34. MAINTENANCE GUARANTEE..... 30

35. DEFAULT ..... 30

36. INDEMNIFICATION ..... 32

37. COVENANTS THAT RUN WITH THE LAND ..... 32

38. NOTICE..... 32

39. SCHEDULES ..... 32

40. SPECIAL PROVISIONS ..... 33

41. NUMBER AND GENDER..... 33

42. BINDING EFFECT ..... 33

**TABLE OF SCHEDULES**

SCHEDULE “A” LEGAL DESCRIPTION ..... 34

SCHEDULE “B” LANDS CONVEYED FOR PUBLIC PURPOSES ..... 35

SCHEDULE “C” REQUIRED MUNICIPAL & UTILITY EASEMENTS ..... 36

SCHEDULE “D” LIST OF APPROVED DRAWINGS ..... 37

SCHEDULE “E” FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION ..... 38

SCHEDULE “F” RESERVED ..... 39

SCHEDULE “G” BUILDING RESTRICTIONS ..... 40

SCHEDULE “H” SPECIAL PROVISIONS ..... 42

THIS AGREEMENT made this \_\_\_\_\_ day of, \_\_\_\_\_ 2020.

BETWEEN:

**SAW DEVELOPMENTS INC.**

Hereinafter called the "Developer"

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWNSHIP OF WAINFLEET**

Hereinafter called the "Township"

OF THE SECOND PART

**WHEREAS** the Developer warrants and represents that:

- a) it is the registered owner in fee simple in possession of the lands described in Schedule "A" annexed hereto;
- b) as of the date of execution of this Agreement and on the date of registration of this Agreement, the Developer shall be a valid and subsisting corporation in good standing duly incorporated under the laws of the Province of Ontario;
- c) as of the date of execution of this Agreement, registration of this Agreement and registration of the Plan of Subdivision, there will be no outstanding claims, liens, or encumbrances registered against the lands described in Schedule "A" annexed hereto, alternatively all outstanding liens or encumbrances shall be postponed to this Agreement unless otherwise authorized by the Township in writing; and
- d) this Agreement shall take priority over any subsequent registrations against the Lands;

**AND WHEREAS** the Developer has applied to the Township for approval of a Plan of Subdivision of the Lands described in Schedule "A" annexed hereto;

**AND WHEREAS** the Township's "Conditions of Draft Plan Approval" require that all conditions must be fulfilled before the aforesaid Plan of Subdivision is given final approval, and the Developer must enter into a Subdivision Agreement with the Township to satisfy all its requirements, financial and otherwise, relating to the Lands being subdivided;

**AND WHEREAS** this Agreement is made to satisfy the said Conditions of Draft Plan Approval;

**AND WHEREAS** subsection 51 (26) of the *Planning Act, 1990*, permits the registration of this Agreement against the lands to which it applies;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements to be observed and performed by each of the Parties hereto, and in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by the Developer to the Township, the receipt whereof is hereby acknowledged by the Township, the Parties hereto mutually covenant and agree as follows:

## 1. DEFINITIONS

In this Agreement:

- 1.1 **AGREEMENT** means this Subdivision Agreement.
- 1.2 **ASSUMPTION BY-LAW** means a by-law passed by the Township accepting all of the Works to be constructed hereunder.
- 1.3 **BLOCK** shall mean the whole of a parcel or tract of land create by the Plan of Subdivision.
- 1.4 **BUILDER** means the person engaged by the Developer or subsequent Owner to construct a Building or any other work on any Lot.
- 1.5 **BUILDING BY-LAW** means the Building By-law No. 027-2012, or any successor by-law, passed by the Township and amended from time to time.
- 1.6 **BUILDING** means any structure which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals or chattels, and includes any structure as defined as a Building in the *Building Code Act* or in the Building By-law, but does not include any vehicles as defined herein.
- 1.7 **BUILDING PERMIT** means a permit issued by the Chief Building Official of the Township and required pursuant to the provisions of the *Building Code Act*, as amended, or any successor thereto and the Building By-law of the Township and amendments thereto.
- 1.8 **CHIEF BUILDING OFFICIAL** means the Chief Building Official of the Township as appointed by by-law of the Council, or their designate appointed pursuant to the *Building Code Act*, as amended, or any successor thereto.
- 1.9 **CLERK** means the Clerk of the Township.
- 1.10 **COMPLETION CERTIFICATE OF PRIMARY SERVICES** means the Certificate issued by the Manager of Operations upon satisfactory completion of the Primary Services for the Lands prior to commencement of the maintenance period for the Primary Services as installed.
- 1.11 **COMPLETION CERTIFICATE OF SECONDARY SERVICES** means the Certificate issued by the Manager of Operations upon satisfactory completion of the Secondary Services for the Lands prior to commencement of the maintenance period for the Secondary Services as installed.
- 1.12 **COST OF CONSTRUCTION** means the cost of construction approved by the Manager of Operations and may include engineering fees ancillary thereto.
- 1.13 **COUNCIL** means the Council of the Corporation of the Township of Wainfleet.
- 1.14 **DEVELOPER** shall mean the applicant for the approval of a Plan of Subdivision and the registered owner or owners in fee simple of the lands for which the Plan of Subdivision is proposed and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.
- 1.15 **DEVELOPER'S CONSULTING ENGINEER** means the person or persons registered with the Professional Engineers of Ontario who are employed by the Developer, at its own expense, to provide engineering services for the Plan of Subdivision.
- 1.16 **DEVELOPMENT CHARGES** means the development charges imposed under the Township's Development Charge By-law No. 050-2016, or any successor by-

law, as prescribed by the *Development Charges Act, 1997*, as amended, or any successor thereto.

- 1.17 **EASEMENTS** shall mean the easements described in Schedule "C" annexed hereto, which forms part of this Agreement.
- 1.18 **FINAL DEFAULT** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the Township, as provided in Section 35 hereof.
- 1.19 **FINAL CERTIFICATE OF COMPLETION OF SERVICES** means the certificate issued by the Manager of Operations after the end of the maintenance period certifying that all Works required by this Agreement are acceptable for assumption by the Township.
- 1.20 **FRONT LOT LINE** means the front lot line as defined in the Township's Zoning By-law No. 034-2014, as amended, or any successor thereto.
- 1.21 **GRADING CONFORMANCE CERTIFICATE** means the Certificate identified in Section 25 hereof.
- 1.22 **LANDS** means the lands described in Schedule "A" annexed hereto, and forming part of this Agreement.
- 1.23 **LETTER OF CREDIT** means a standby municipal, irrevocable Letter of Credit issued by a major chartered bank or credit union, posted with the Township pursuant to the terms of this Agreement. The Letter of Credit shall be in form satisfactory to the Township and shall contain a clause that automatically renews it from year to year, unless the Township gives written notice that it does not require the Letter of Credit to be renewed.
- 1.24 **LETTER OF OCCUPANCY** means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling, as required by Section 31 hereof.
- 1.25 **LOCAL IMPROVEMENT** shall include utilities, fencing, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the *Local Improvements Act* or the *Municipal Act*, as amended, or any successor thereto.
- 1.26 **LOT** means a lot as defined in Township's Zoning By-law No. 034-2014, as amended, or any successor thereto.
- 1.27 **LOT FRONTAGE** means lot frontage as defined in Township's Zoning By-law No. 034-2014, as amended, or any successor thereto.
- 1.28 **LOT GRADING DEPOSIT** means a deposit of security as specified in Section 25 hereof.
- 1.29 **LOT GRADING PLAN** means a drawing showing grades, swales, and drainage patterns and may include catch basins and floor heights in relation to grades for each individual Lot in the Plan of Subdivision.
- 1.30 **MAINTENANCE GUARANTEE** means an undertaking by the Developer to the Township that all Works constructed under this Agreement will function as designed and will not fail in any manner whatsoever so as to cause a risk to public safety or private lands, Building or structures within the Plan of Subdivision or immediately adjacent boundary lands, and that should the Works, or any of them, fail or not perform their intended function within the specified maintenance guarantee period, they will be replaced or repaired to the satisfaction of the Manager of Operations by the Developer at its cost.

- 1.31 **MAINTENANCE GUARANTEE PERIOD** means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Primary Services or Secondary Services, as the case may be, which period is defined in Section 34 hereof.
- 1.32 **ONTARIO LAND SURVEYOR** means a surveyor commissioned by the Province of Ontario and qualified to establish monuments that define the boundaries of a parcel or parcels of land and to prepare all necessary reference plans and surveys for the purpose of the Agreement.
- 1.33 **MANAGER OF OPERATIONS** means the Manager of Operations for the Township, or their designate.
- 1.34 **OWNER** means the applicant for a Building Permit for one of the Lots or Blocks and includes the person on whose behalf an application for a Building Permit is made.
- 1.35 **PARTY** shall mean a party to the Agreement and the successors or permitted assigns.
- 1.36 **PLANNER** means the Planner for the Township, or their designate.
- 1.37 **PLAN OF SUBDIVISION** means the Plan of Subdivision of the Lands described in Schedule "A" approved for registration by the Township and registered on title pursuant to the provisions of the *Planning Act*.
- 1.38 **PLANS** means all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Manager of Operations prior to execution of this Agreement by the Township.
- 1.39 **PRE-SERVICING** means the installation of Works prior to registration of this Agreement.
- 1.40 **PRIMARY SERVICES** means all private utilities and all municipal services including, without restricting the generality of the foregoing, shall include: storm water management facilities, roads (including base coarse asphalt), footpaths, street lighting, and drainage works and swales (including hydroseeding and landscaping).
- 1.41 **PRIVATE UTILITIES** means telephone, hydro-electric systems, natural gas systems, and cable television systems.
- 1.42 **REGION** means the Regional Municipality of Niagara.
- 1.43 **REGIONAL PUBLIC WORKS DEPARTMENT** means the Regional Municipality of Niagara Public Works Department.
- 1.44 **RESERVE STRIP** shall mean a parcel of land conveyed by the Developer to the Township in fee simple, free of encumbrances, abutting a Street Line and separating the street from the next abutting Lot, for the purpose of preventing legal access from said street to the said next abutting Lot.
- 1.45 **SECONDARY SERVICES** means all works to be installed, constructed, or erected which are not Primary Services or private utilities, and without limiting the generality of the foregoing, shall include: top course roadway asphalt, paved driveway aprons, sidewalks, fencing, and sodding/hydroseeding, landscaping, and tree plantings of boulevards and hydroseeding and tree plantings of park blocks and stormwater management blocks.
- 1.46 **SECTION**, when used in reference to a numbered part of the Agreement, means:



- a) a complete section including all its sections and subsections;
  - b) a particular subsection including its subsections; and
  - c) a particular subsection as the context may dictate or require.
- 1.47 **STORM WATER MANAGEMENT FACILITY** means a system of physical works including but not necessarily only, such things as storm water structures or ponds and infiltration trenches or pits located at the downstream end of a storm sewer conveyance system (including roof rain water leaders) that are designed to treat storm water and control pollution and control storm water runoff to predetermined levels prior to discharge to receiving surface water courses and subsurface ground water regimens.
- 1.48 **STORM WATER MANAGEMENT REPORT** means an approved storm water management report and specifications prepared by the Developer in accordance with Section 16 of this Agreement.
- 1.49 **STREET** means street as defined in the Township's Zoning By-law No. 034-2014, as amended, or any successor thereto.
- 1.50 **STREET LINE** means Street Line as defined in Township's Zoning By-law No. 034-2014, as amended, or any successor thereto.
- 1.51 **SUBDIVISION** means the division of a parcel of land into lesser parcels by means of a registered Plan of Subdivision.
- 1.52 **SUBDIVISION GRADE CONTROL PLAN** shall mean a plan for the purpose of controlling the overall drainage pattern through the establishment of relative surface elevations in accordance with good engineering and drainage practices as shown in Schedule "D", annexed hereto.
- 1.53 **SUPERVISION** means the inspection and scrutiny of every phase of the Works for the express purpose of enforcing the provisions of this Agreement and certifying that the Works have been performed and completed to Township standards in the form prescribed for this purpose and "SUPERVISE" means to carry out such Supervision.
- 1.54 **TOWNSHIP** means The Corporation of the Township of Wainfleet.
- 1.55 **TREASURER** means the Treasurer for the Township, or their designate.
- 1.56 **UTILITY SERVICES** means physical plant including but not limited to pipes, valves, conduits, cables, terminals, transformers, etc. owned and operated by communications, television, hydro, gas and oil companies or any other utility companies.
- 1.57 **WORKS** shall jointly and severally mean and include all Primary Services and Secondary Services and all other matters, both internal and external, and all construction, erection, installation and engineering required to be completed or performed by the Developer pursuant to this Agreement.

## 2. LANDS TO BE SUBDIVIDED

The Lands to be subdivided by the Plan of Subdivision are those lands described in Schedule "A" annexed hereto and the Plan of Subdivision shall be registered against all of such Lands.

## 3. GENERAL PROVISIONS

- 3.1 Unless the context or any other collateral agreements between the Township or

- the Developer otherwise requires, where the Developer is obliged by this Agreement or the approved Plans to make payments or install or construct or carry out any services or action the provisions therefore contained herein shall be deemed to include the words "at the sole expense of the Developer".
- 3.2 The Developer hereby covenants, warrants and agrees to save harmless and keep the Township and its agents, contractors, employees and elected officials indemnified from and against all manner of actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, construction, or operation of any of the Works required under this Agreement, or by reason of the maintenance or lack of maintenance of such Works by the Developer pursuant to the terms of this Agreement or by reason of any defect in workmanship or material.
- 3.3 The Developer and the Township acknowledge and agree that it is their intent that all terms, conditions and covenants contained herein:
- a) shall run with the Lands; and,
  - b) shall be binding upon the Developer, its heirs, executors, administrators, assigns and successors in title, from time to time; and,
  - c) the benefits of the said covenants shall ensure to the Township, its successors and assigns in title, of all roads, streets, and public Lands forming part of or abutting on the Lands.
- 3.4 Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner set out in Section 38.
- 3.5 This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.
- 3.6 The Developer shall impose restrictions as set forth in Schedule "G" annexed hereto on all the Lands so that subsequent Owners will be made aware of and shall strictly adhere to the requirements of this Agreement.
- 3.7 The Developer agrees to be bound by the penalty provisions set forth in Section 67 of the *Planning Act, 1990*, and amendments thereto.
- 3.8 In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of any governmental or other public authorities having jurisdiction at any time from time to time enforced. Without limiting the foregoing, the Developer agrees to comply with and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- 3.9 The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the Township, if at any time the Township, acting reasonably, considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the Township may take action to remedy the situation at the expense of the Developer and in this regard the Township shall also be entitled to draw upon any security filed by the Developer under this Agreement.
- 3.10 If any term of this Agreement shall be found to be *ultra vires* of the Township, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full

force and effect.

- 3.11 The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, or before any court or administrative or other tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Township in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.
- 3.12 Time shall be of the essence of this Agreement.
- 3.13 Prior to execution of this Agreement by the Township, the Developer shall deliver to the Township a Certificate of Status issued by the Ontario Ministry of Government and Consumer Services verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.
- 3.14 The Developer hereby agrees to procure, register and provide to the Township any postponement agreements which the Township solicitor considers necessary to ensure that this Agreement shall have priority over any interest of a mortgagee in the Lands.
- 3.15 The Developer shall notify or cause to be notified each and every purchaser of a Lot or Lots or Block or Blocks of all Works contracted by the Developer, the Developer's obligations to maintain the Works and all other conditions covered by this Agreement by providing a complete and accurate summary of same and shall cause such information to be fully recorded in any Offer to Purchase or Agreement of Purchase and Sale entered into by the Developer.
- 3.16 In the event that a Mortgagee(s) exercises any rights as to sale, possession or foreclosure or takes any other steps to enforce its security against the Lands then such Mortgagee(s) agrees on behalf of itself, its heirs, executors, administrators, successors and assigns not to deal with the Lands as a subdivision or part thereof unless and until a new agreement in the same form, *mutatis mutandis*, as this Agreement has been entered into with the Township.
- 3.17 In the event that the Developer wishes to register more than one Plan of Subdivision over the Lands, the Developer shall first obtain the written consent of the Township to do so, which consent shall be conditional upon the Developer registering such Plans of Subdivision in such order as determined by the Township and upon registering such Plans of Subdivision concurrently. The Developer shall not register a Plan of Subdivision over part of the Lands without prior written consent of the Township.
- 3.18 Any and all of the Developer's obligations under this Agreement shall be joint and several.

#### **4. SERVICING PLANS AND SPECIFICATIONS**

- 4.1 All Plans and specifications must be approved in writing by the Manager of Operations prior to the execution of this Agreement by the Township and the Developer commencing construction of any of the Works.
- 4.2 The Developer shall submit to the Manager of Operations three (3) copies of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.
- 4.3 It is understood and agreed the Manager of Operations in their appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario, established specifications and standards adopted by the Township, or existing practices and standards as may from time to time be established or amended by the Township by its officials or agents. The Township may require,

in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.

- 4.4 No approval by the Manager of Operations shall operate as a release by the Township of any liability of the Developer which, but for such approval, might exist or hereafter arise.
- 4.5 All Plans shall be prepared and stamped by a Consulting Engineer or an Ontario Land Surveyor licensed to practice in the Province of Ontario.

## **5. DESIGN AND SUPERVISION OF CONSTRUCTION OF SERVICES**

- 5.1 The Developer shall employ, at its cost, a competent and qualified Consulting Engineer approved by the Manager of Operations, to:
  - a) carry out all soil investigations to the satisfaction of the Manager of Operations;
  - b) design all of the Works required to be completed by this Agreement;
  - c) prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Manager of Operations for approval prior to the installation or construction of such Works;
  - d) obtain from the Manager of Operations the details regarding the form and scale of these drawings prior to their presentation;
  - e) prior to execution of this Agreement, prepare and furnish the Manager of Operations with estimates of the cost of installation and construction of said Works;
  - f) if required, prepare contract documents and call tenders for the installation and construction of the said Works;
  - g) provide full-time resident supervision, inspection and contract administration of all Works covered by this Agreement;
  - h) maintain all records for the installation and construction of the said Works and submit "as constructed" records in electronic form in AutoCad format (NAD 83 coordinates) and PDF format, and two (2) sets "as constructed" records shall be submitted in a reproducible form to the Manager of Operations, at the time of completion of Primary Services (including all street light and Utility Services) prior to approving the Completion Certificate for the Works.
  - i) upon completion of the installation or construction of the Works, supply the Township with a certificate, in a form satisfactory to the Manager of Operations, that the Works were installed and constructed in accordance with the approved Plans and specifications;
  - j) when requested by the Manager of Operations, accompany them on inspections of the Works including a final inspection of the Works at the conclusion of the maintenance period herein specified and before the assumption of the Works by the Township;
  - k) supervise the construction of all Works on a full-time basis including any remedial work which the Manager of Operations may require;
  - l) test all services and verify to the Manager of Operations, in writing, that all testing has been completed in accordance with the appropriate requirements;
  - m) provide building levels for construction purposes; and,

- n) certify, in writing, to the Manager of Operations, as to the actual cost of all Works completed, prior to the Township approving a Completion Certificate for such Works or reducing any Letter of Credit.
- 5.2 The Developer shall not install Works prior to the receipt, in writing, of the approval of the detailed Plans and specifications by the Manager of Operations.
- 5.3 All of the Primary, Secondary, and Utility Services to be installed or constructed under this Agreement shall be installed, constructed, inspected and tested under the direct supervision of the Developer's Consulting Engineer at the sole expense of the Developer.
- 5.4 The Developer's Consulting Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Manager of Operations.
- 5.5 The Manager of Operations, or designate, shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Manager of Operations. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Manager of Operations. Township inspections shall be in addition to inspections provided by the Developer's Consulting Engineer and shall in no way relieve the Developer or their Consulting Engineer of any responsibility with regard to design, construction, inspection, testing or proper completion of the Works.
- 5.6 The Manager of Operations shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Manager of Operations.

## **6. BY-LAW(S), DOCUMENTATION, AND REGISTRATION**

- 6.1 The Council may authorize Pre-Servicing (installation of Works) upon such terms and conditions it deems appropriate and/or necessary, which terms and conditions shall include, but not be limited to, posting all security set forth in Schedule "E" annexed hereto, obtaining and filing with the Manager of Operations all necessary and/or required approvals, consents, agreements and certificates, and having all Plans and specifications approved by the Manager of Operations.
- 6.2 Before this Agreement is executed by the Township, the appropriate authorizing By-law must be enacted by the Council of the Township.
- 6.3 The Developer shall provide the Township with two (2) paper copies and a PDF format copy each of the draft Plan of Subdivision (M-Plan) for the Lands and the Reference Plan (R-Plan) providing legal descriptions for Easements within or outside the Lands.
- 6.4 The Developer acknowledges that the Township may register an Inhibiting Order against the Lands and that the Township will not have the Inhibiting Order removed from title until the Developer has supplied all documents in compliance with this Agreement in a form satisfactory to the Township for registration and all other documents required to provide discharges, releases, and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands that have been registered against title to the Lands.
- 6.5 Upon the Township being satisfied that all conditions of Draft Plan approval for the Plan of Subdivision have been satisfied by the Developer within the required time, the Township shall register the following documentations at the sole expense of the Developer as soon as practicable:

- a) the approved Plan of Subdivision; and,
  - b) all other documentation related thereto, including without limitation, Cessations of Charge, Transfers, and Easements.
- 6.6 In the event the Plan of Subdivision is not registered within ten (10) years from the date of registration on title of this Agreement, the Township may declare the Developer in Final Default.
- 6.7 The Developer shall not deal in any manner whatsoever with any Lot shown on the Plan of Subdivision until this Agreement, the Plan of Subdivision and all other documentation (including Transfers, Easements, Cessation of Charge, Inhibiting Orders, Reference Plans, and Postponements of Charges) required by this Agreement and by the Township's solicitor have been delivered, approved and registered on title to the complete satisfaction of the Township's solicitor.

## **7. LAND FOR MUNICIPAL PURPOSES**

- 7.1 The Developer shall, at its own expense, convey to the Township in fee simple, free of all encumbrances, such lands as may be required for the development of the Lands in accordance with Schedule "B" annexed hereto.
- 7.2 All of the road allowances and road widenings shown on the Plan of Subdivision shall be dedicated by the Developer as public highways.
- 7.3 All road allowances shown on the Plan of Subdivision shall be named to the satisfaction of the Township.

## **8. EASEMENTS FOR MUNICIPAL PURPOSES**

- 8.1 The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the Township such easements as may be required for the installation and construction of services or development of the Lands in accordance with Schedule "C" annexed hereto.
- 8.2 The Developer shall convey to the Township or to such public utility company or commission or cable television company as the Township may direct, easements required for utility and/or coaxial purposes in accordance with Schedule "D" annexed hereto. All such easements shall be prepared to the complete satisfaction of the Township, and if required by the Township, any such utility or cable television company.
- 8.3 The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the Township, including Primary Services, Secondary Services and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the *Manager of Operations* and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the Township has passed the Assumption By-law.

## **9. GENERAL SERVICES**

- 9.1 Where the Plan of Subdivision is serviced by an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.
- 9.2 Where it is necessary to use an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.

- 9.3 The Developer shall not change, or do any work that will prejudicially effect, any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Manager of Operations, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the Township from any claim arising from such damage.
- 9.4 The Developer shall keep all portions of the development well, properly, and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the Township from any claim arising from said damage.
- 9.5 The Developer covenants and agrees to carry out all Works necessary to service the Plan of Subdivision in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the Township, its servants or agents, may, at the Township's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Plan of Subdivision. The cost of any such work performed by or at the instruction of the Township, shall be paid by the Developer on demand, and without limiting any of its remedies at law or in equity, the Township may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 9.6 The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, both within the Plan of Subdivision and elsewhere.
- 9.7 All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as dust free as possible and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the Township's requirements and to the satisfaction of the Manager of Operations.
- 9.8 All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Manager of Operations, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer's or its contractor's vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Manager of Operations make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Manager of Operations remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the Township's requirements and to the satisfaction of the Manager of Operations.
- 9.9 The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation Bell Canada, Enbridge Consumers Gas, Hydro One Networks Inc.) of the approximate date of

construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Manager of Operations, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or any other public utility works as necessary and as approved by the Manager of Operations, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.

- 9.10 The Township disclaims any responsibility or liability for the support and protection of drains, conduits, tracks or other utilities, services and structures owned by the Township or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such conduits, tracks, utilities and structures, and to inspect the public records of the various Township Departments having recognizance and control of conduits and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer's responsibility to consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be notified immediately and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Manager of Operations.
- 9.11 The Developer agrees to keep boulevards and Easements graded and free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial and hydro-electric installations, and other utility works.
- 9.12 The Developer shall remove from all road allowances in the Plan of Subdivision, any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Manager of Operations, and further, shall remove from the Lands any unkempt, diseased or infested trees, vines or bushes. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the Township to the Developer, the Township may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the Township may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 9.13 The Developer shall not add any fill to the Lands without first obtaining written approval from the Manager of Operations.
- 9.14 The Developer shall not remove any topsoil from the Lands without first obtaining written approval from the Manager of Operations.
- 9.15 All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the Township's specifications therefor at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.
- 9.16 The Developer acknowledges and agrees, notwithstanding the complete installation of services in the subdivision as authorized by the Township, that the Township will not be held liable for any stoppage or delay of the registration of the Plan or the issuance of Building Permits for the lots in the Plan.



- 9.17 The Developer acknowledges and agrees that in the event that the Lands are not maintained in an acceptable standard to the Township in regards to refuse, rubbish, dust or debris or if refuse, rubbish, dust or debris from the Lands are found on abutting streets or properties and are not removed in an acceptable standard to the Township that the Township may bill the Developer for the removal of refuse, rubbish, dust or debris from the Lands or on abutting streets or properties impacted by the development of the Lands.

## **10. SURVEY MONUMENTS TO BE PRESERVED**

- 10.1 The Developer agrees that all survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved.
- 10.2 The Developer agrees if any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of the person or persons responsible for establishing said survey monuments or related markings.

## **11. TOWNSHIP'S RIGHT TO ENTER AND REPAIR**

- 11.1 The Township shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:
- a) without notice to the Developer where, in the sole opinion of the Manager of Operations, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and,
  - b) where repairs to or maintenance of the said Works has not been completed within twelve (12) hours after written notice requiring such repairs or maintenance has been delivered to the Developer; and,
  - c) such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the Township or an assumption by the Township of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement; and,
  - d) the cost of any repair or maintenance work (including professional fees) undertaken by the Township pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the Township within thirty (30) days after a statement of account therefor has been delivered to the Developer. If the Developer fails to pay the amount due to the Township within such thirty (30) day period, the Township may and is hereby expressly authorized by the Developer to deduct the amount owing to the Township for such repairs or maintenance from any monies or Letter of Credit deposited with the Township; and,
  - e) repairs or maintenance undertaken by the Developer pursuant to this subsection shall be completed in the presence of the Manager of Operations or their representative.
- 11.2 The Developer shall obtain from any Purchaser of any of the Lots or Blocks shown on the Plan of Subdivision, a license permitting the Developer and the Township to enter upon such Lands for a period of three (3) years after the transfer thereof in order to ensure compliance with the provisions of this Agreement and shall forward an executed copy of such license to the Township upon demand therefor.

## **12. SERVICES TO BE COORIDNATED**

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be co-ordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

## **13. INTERIM WORKS**

The Developer agrees and acknowledges that, until the Manager of Operations affixes their signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer's risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

## **14. ROADS**

- 14.1 The Developer agrees to construct, install, and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Manager of Operations.
- 14.2 The Developer agrees to rough grade to the Township's specifications the full width of all road allowances as shown on the Plans prior to the installation or construction of the Works. Prior to the construction of any Works, the topsoil shall be stripped and shall be stockpiled during the period of construction at a location which is approved by the Manager of Operations and is conducive to the interim drainage requirements of the Plan of Subdivision. The topsoil so stockpiled shall be used to grade the Lots and boulevards after construction thereon in accordance with the Subdivision Grade Control Plan filed with and approved by the Manager of Operations.
- 14.3 The Developer shall restore any existing road damaged during the development of the Plan of Subdivision to the complete satisfaction of the Manager of Operations, prior to approval of the Completion Certificate for Primary Services.
- 14.4 If required, the Developer agrees to pay the Township the sum indicated in Schedule "E" annexed hereto for the reconstruction of the road allowance upon the removal by the Township of temporary turning bulbs required for the Plan of Subdivision.

## **15. STORM DRAINAGE SYSTEM**

- 15.1 The Developer shall construct a storm drainage and storm water management system to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Manager of Operations, the Region of Niagara Planning & Development Department, the Niagara Peninsula Conservation Authority, Ministry of Transportation, and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the Township's most recent specifications therefor.
- 15.2 All storm drainage Works shall be inspected to the satisfaction of, and upon any written notice from, the Manager of Operations and prior to assumption of the storm drainage Works by the Township. In the event the results are not satisfactory in the sole opinion of the Manager of Operations, the Developer shall take such remedial steps as may, in the sole opinion of the Manager of Operations, be required.
- 15.3 Prior to the Manager of Operations approving the issuance of the Completion Certificate for Primary Services, the Developer shall supply the Manager of Operations with "as constructed drawings" showing the location and depth of the storm drainage system constructed to service each Lot.

## **16. STORMWATER MANAGEMENT FACILITIES**

- 16.1 The Developer agrees that prior to the Township executing this Agreement the Developer shall prepare and provide a Storm Water Management Report which shall be submitted for approval by the Manager of Operations, the Region of Niagara Planning & Development Department, the Ministry of Transportation, the Ministry of the Environment, the Niagara Peninsula Conservation Authority and the Region of Niagara Public Works Department, indicating the following:
- a) the manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the Provincial guidelines contained in "Storm Water Management Practices Planning & Design Manual – March 2003" (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;
  - b) an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the storm water management system must provide Level 1 protection for downstream fisheries and resources); and,
  - c) an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the "Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites" May 1987 and the latest revision thereof or such more stringent standards as may be applicable.
- 16.2 The Developer shall prepare and provide a Subdivision Grading Plan in accordance with Section 24 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands. The 100-year flood level shall be plotted on the Plan to ensure that all structural development will be located above this elevation.
- 16.3 The Developer agrees to carry out or to have carried out all storm water management techniques and works necessary and/or required to convey storm water runoff from the lands in accordance with the approved subdivision grading plan and storm water management plan to the complete satisfaction of the Manager of Operations and the Region of Niagara Planning & Development Department.

## **17. DRIVEWAY APPROACHES**

- 17.1 Each Lot shall be serviced with a driveway approach constructed in accordance with the Plans filed to the complete satisfaction of the Manager of Operations.
- 17.2 All driveway approaches shall be constructed to the satisfaction of the Manager of Operations prior to the assumption of the Plan of Subdivision.

## **18. FENCING**

The Developer shall, at its sole expense, construct fencing in accordance with the approved Plans filed and specifications therefor.

## **19. STREET AND TRAFFIC SIGNS**

- 19.1 The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Manager of Operations during the construction period.
- 19.2 The Developer shall pay for all permanent street and traffic signs and other traffic control devices, required by the approved plans and to the satisfaction of the Manager of Operations, in accordance with schedule "E annexed hereto. The Township shall be responsible to supply and install all permanent street and traffic control signs to the current standards of the township.

## **20. ELECTRICAL DISTRIBUTION SYSTEM AND STREET LIGHTING**

- 20.1 The Developer shall arrange with Hydro One Networks Inc. for the design provision and installation of all electrical transmission and distribution system and street lighting system required to service all of the Lots shown on the Plan with electrical power in accordance with the plans and specifications therefor approved by Hydro One Networks Inc. and the Manager of Operations. All such facilities shall be installed underground unless specific external systems are approved by Hydro One Networks Inc. and the Manager of Operations. The cost of providing such facilities shall be borne by the Developer.
- 20.2 The Developer shall arrange with Hydro One Networks Inc. for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to Hydro One Networks Inc. upon receipt of a statement of account therefor.
- 20.3 The Developer shall design and provide a street lighting system to the satisfaction of the Manager of Operations and the Planner.
- 20.4 Prior to the Manager of Operations approving the certificate of final acceptance for primary services, the Developer shall deliver to the Township satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the Township, and upon Council passing the Assumption By-law the Township will assume the street lighting system into the Township's street light inventory.

## **21. UTILITY SERVICES**

- 21.1 All Utility Services required to service the Plan of Subdivision, including, without restricting the generality of the foregoing, gas, electrical, telephone cables and coaxial cables, shall be installed underground from the source with pad-mounted transformers.
- 21.2 The Developer shall be responsible for providing, at its sole expense, Utility Services to each lot and block in accordance with the approved plans. All Utility Services shall be installed and constructed prior to the Manager of Operations approving the completion certificate for primary services.
- 21.3 The Developer shall, prior to the Manager of Operations approving the issuance of the completion certificate for primary services, supply the Manager of Operations with "as constructed drawings" showing the location of all Utility Services required to service the plan of subdivision.

## **22. LANDSCAPING**

- 22.1 The Developer shall grade and place a minimum of one hundred (100) millimeters of topsoil with No. 1 nursery sod/hydroseed on all portions of road allowances in the Plan of Subdivision not covered by asphalt and along all sides

- of the Plan of Subdivision abutting on adjacent existing streets. All streetscaping shall be in accordance with the approved Plans to the satisfaction of the Manager of Operations. All sodding/hydroseeding as herein described shall be considered as part of the cost of construction of Secondary Services for the Plan of Subdivision and shall be completed at the time of or within three (3) months after the final sodding/hydroseeding of any Lot in accordance with the approved final lot grading certificate and prior to the Manager of Operations approving the Completion Certificate for Secondary Services. The Developer shall maintain all sod/hydroseed until Council passes the Assumption By-law.
- 22.2 The Developer is responsible for ensuring that each Lot within the Plan of Subdivision is:
- a) fine graded in accordance with the approved individual Lot Grading Plans for each lot; and,
  - b) sodded with No. 1 nursery sod or hydroseeded within six (6) months of initial occupancy of the Building, in all areas of the Lot including front yards, side yard and rear yards not covered by structure, driveway or walkway; and that all sodding/hydroseeding is maintained until it has become established.
- 22.3 All drainage ditches, major overland flow drainage swales and depressions within the Plan of Subdivision shall be fine graded and hydroseeded and landscaped prior to the Manager of Operations approving the Completion Certificate for Secondary Services. Prior to and during construction, silt traps are to be put in place until vegetation is established to prevent erosion and sedimentation, to the satisfaction of the Manager of Operations.
- 22.4 Unless exempted by the Manager of Operations, all lands conveyed to the Township (including but not limited to channels, and stormwater management facilities) shall be serviced, hydroseeded, and landscaped to the satisfaction of the Manager of Operations. The improvements are considered as part of the Secondary Services of the Plan of Subdivision. Once the lands have been hydroseeded and landscaped and approved by the Manager of Operations the Township will maintain the lands.

## **23. EROSION AND SEDIMENTATION CONTROL**

- 23.1 The Developer agrees to implement the approved erosion and sedimentation and control plans and lot grading and drainage plans to the satisfaction of the Township, Niagara Region, and Niagara Peninsula Conservation Authority.
- 23.2 The Developer agrees to re-vegetate or otherwise restore all disturbed areas immediately upon the completion of on-site grading to the satisfaction of the Township and the Niagara Peninsula Conservation Authority.

## **24. SUBDIVISION GRADING AND DRAINAGE**

- 24.1 Unless otherwise approved or required by the Township, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:
- a) the Township has agreed in writing to such alteration or removal; and
  - b) prior to execution of this Agreement by the Township or commencing any phase of development the Developer shall prepare and provide the Township, as part of the engineering drawings, a Subdivision Grading Plan for the purpose of controlling the overall drainage pattern in the Plan of Subdivision. The Subdivision Grading Plan shall be prepared in conformance with the Township's Lot Grading and Drainage Policy and amendments thereto.

- c) Unless otherwise approved or required by the Township, the Developer, their heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands described in Schedule "A" until such time as the Manager of Operations has agreed in writing to such alteration or removal and the Manager of Operations has approved a Subdivision Grading Plan pursuant to the terms of this Agreement.
  - d) The following grading works shall be completed prior to the issuance of any Building Permits:
    - i. construction and hydroseeding of all major overland flow drainage swales and other erosion control devices to the satisfaction of the Manager of Operations for the Plan of Subdivision, subject to weather conditions; and,
    - ii. rough grading of all Lots to generally conform to the Subdivision Grading Plan.
- 24.2 If drainage problems arise which are as a result of non-compliance with the requirements of the Township's Lot Grading and Drainage Policy and amendments thereto, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the Township may enter upon the Lands to remedy any such problem and may use the Lot Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Lot Grading Deposit shall be the responsibility of the Developer, and if not reimbursed to the Township forthwith after being incurred by the Township, the Township may collect such costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 24.3 The Developer shall deposit with the Township as security for carrying out the provisions of the Subdivision Grading Plan, in accordance with Schedule "E" annexed hereto, a Lot Grading Deposit as required by the Township's Lot Grading and Drainage Policy and amendments thereto.
- 24.4 Upon completion of the Works and acceptance by the Township of a Subdivision Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Lot Grading Deposit, less any cost for remedial work undertaken by the Township.

## **25. LOT GRADING AND DRAINAGE**

- 25.1 Prior to the issuance of a Building Permit for a Lot, the Owner or the Building Permit applicant shall submit to the Township three copies of a proposed Lot Grading Plan prepared by a Professional Engineer or an Ontario Land Surveyor and shall conform to the Subdivision Grading Plan.
- 25.2 Prior to issuance of a building permit for a Lot, the Owner or the Building Permit applicant shall submit to the Township as security for carrying out the provisions of the Lot Grading Plan a Lot Grading Deposit in the amount of \$500.00 per Lot.
- 25.3 Upon acceptance of the Grading Conformance Certificate by the Township, the Owner or the Building Permit applicant may apply in writing for release of the Lot Grading Deposit, less any cost of remedial work performed by the Township.
- 25.4 The grading of a Lot shall be considered complete when the building has been erected and such Lot has been graded and sodded or hydroseeded. Sodding or hydroseeding shall be done within two months after occupancy of the dwelling or by the next June 1st following occupancy should occupancy take place after November 1st.

- 25.5 Upon completion of the grading, prior to landscaping or fencing, the Developer shall submit to the Township one copy of the Lot Grading Plan which shall indicate the finished elevation as shown on the proposed Lot Grading Plan. This “as constructed” Lot Grading Plan shall be prepared and certified by a Professional Engineer or Ontario Land Surveyor.
- 25.6 Once the “as constructed” grading of a Lot has been certified and signed by an Ontario Land Surveyor or Professional Engineer to be in conformance with the latest revision of the Subdivision Grading Plan, the Lot Grading Plan if approved by the Township, shall be accepted and dated by the Township, as the “Grading Conformance Certificate.”
- 25.7 The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to maintain the grading and drainage schemes as established and verified by the Grading Conformance Certificate and not to alter or revise the grading or drainage without the express written consent of the Manager of Operations or the Chief Building Official.
- 25.8 The Developer agrees that foundation drains shall be pumped by a sump pump in each house and discharged to the surface via splash pads conforming to Section 25.10.
- 25.9 The Developer agrees that roof water drainage from any structure or building shall be directed via downspouts and discharged to the surface via splash pads conforming to Section 25.10.
- 25.10 Discharging via splash pads (concrete or other suitable material) to grass surfaces. These splash pads shall extend a distance at least 1.2 metres away from the structure and must direct the flow away from the building, not onto walks or driveways, and not towards adjacent property.

## **26. PRIMARY SERVICES & COMPLETION CERTIFICATE FOR PRIMARY SERVICES**

- 26.1 The Developer shall proceed with the installation or construction of the work required hereunder with all reasonable dispatch and shall complete all of the Primary Services within two (2) years after the date of the registration of the Plan of Subdivision. The Manager of Operations may extend the time for the completion of the Primary Services or any of them for such length of time as they may deem expedient, acting reasonably, upon the written application of the Developer.
- 26.2 Primary Services installation will not be considered complete by the Township until an inspection has been made by the Manager of Operations, or designate, and the Completion Certificate for Primary Services has been issued by the Manager of Operations. The Manager of Operations shall be accompanied during their inspection by the Developer’s Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Manager of Operations, prior to the approval of the Completion Certificate for Primary Services.
- 26.3 The performance by the Developer of its obligations hereunder to the satisfaction of the Manager of Operations shall be a condition precedent to the acceptance by the Township of the Works or any of them.
- 26.4 Prior to the Manager of Operations approving the Completion Certificate for Primary Services, the documentation listed in Sections 26.5, 26.6, 26.7 must be provided to the Manager of Operations in a single submission package.
- 26.5 The Developer’s Consulting Engineer shall provide to the Manager of Operations:
- a) certificate(s) verifying that all Primary Services were installed and constructed in accordance with approved plans and specifications;

- b) certificate(s) stating that all Utility Services required to service the Plan of Subdivision are installed & constructed or a letter of commitment to complete the Utility Services from utility companies;
- c) certificate (Overall Grading Certificate) stating that rough grading and major drainage works or swales have been completed in accordance with the Subdivision Grading Plan; and
- d) the original drawings showing each of the said works "As Constructed" together with electronic drawing files in AutoCAD format and PDF format using Township of Wainfleet Drafting Standards.

26.6 The Developer shall provide the Manager of Operations with:

- a) a Statutory Declaration from the Developer in a form satisfactory to the Manager of Operations setting out the Works completed and verifying:
  - 1. all such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
  - 2. all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and,
  - 3. that there are no outstanding debts, claims, or liens in respect of such works.

26.7 The Developer shall provide the Township with the maintenance guarantee, as required by Section 34 hereof.

26.8 Subject to sections 26.5, 26.6, 26.7 hereof, upon receipt of the required documentation and the Manager of Operation's satisfaction that the installation and construction of all Primary Services has been completed in accordance with this agreement and approved plans, the Manager of Operations, shall date and approve the Completion Certificate for Primary Services.

## **27. SECONDARY SERVICES & COMPLETION CERTIFICATE FOR SECONDARY SERVICES**

27.1 With the exception of the asphalt surface course and the sodding/hydroseeding required by Sections 22.1 and 22.2, all Secondary Services, including hydroseeding and landscaping required by Sections 22.3 and 22.4, shall be completed within eighteen (18) months after the date of the registration of the Plan of Subdivision. The Manager of Operations may extend the time for completion of the Secondary Services or any of them for such length of time as they may deem necessary upon the written application of the Developer.

27.2 The final asphalt surface course shall be completed no sooner than twenty-four (24) months and no later than sixty (60) months after issuance of the Completion Certificate for Primary Services or as directed by the Manager of Operations.

27.3 Secondary Services installation will not be considered complete by the Township until an inspection has been made by the Manager of Operations or designate and the Completion Certificate for Secondary Services has been issued by the Manager of Operations. The Manager of Operations shall be accompanied during their inspection by the Developer's Consulting Engineer. The Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Manager of Operations, prior to the approval of the Completion Certificate for Secondary Services.

27.4 The Township may withhold approval of a Completion Certificate if, in the sole opinion of the Manager of Operations, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.



- 27.5 Prior to the Manager of Operations approving the Completion Certificate for Secondary Services, the documentation listed in Sections 27.6 and 27.7 must be provided to the Manager of Operations in a single submission package.
- 27.6 The Developer's Consulting Engineer shall provide to the Manager of Operations:
- a) certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications; and,
  - b) if required, the original Drawings showing each of the said works" as constructed" together with electronic drawing files in AutoCAD format and PDF format using Township of Wainfleet Drafting Standards.
- 27.7 The Developer shall provide the Manager of Operations with a Statutory Declaration from the Developer in a form satisfactory to the Manager of Operations setting out the Works completed and verifying:
- a) all such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
  - b) all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and,
  - c) that there are no outstanding debts, claims or liens in respect of such works.
  - d) Subject to Sections 27.6 and 27.7 hereof, upon receipt of the required documentation and the Manager of Operations' satisfaction that the installation and construction of all Secondary Services has been completed in accordance with this Agreement and approved Plans, the Manager of Operations shall date and approve the Completion Certificate for Secondary Services.

## **28. MAINTENANCE OF THE SUBDIVISION**

- 28.1 Until the Township issues the Final Certificate of Completion of Services, the Township agrees to provide only snow plowing and sanding services on paved roads connected by paved road to a public roadway. The Developer shall provide all other services including, but not limited to, maintenance and repairs of storm water management facility, fencing (including silt fencing and control structures) and overland drainage systems. The Developer agrees that any service provided by the Township prior to actual acceptance of the roads by the Township shall not be deemed acceptance of the roads.
- 28.2 The Developer shall, at its own expense and to the satisfaction of the Manager of Operations, repair and maintain all Primary Services and other private services herein required to be installed or constructed for a minimum period of two (2) years from the date of issuance of the Completion Certificate of Primary Services or until the date of issuance of the Final Certificate of Completion of Services, whichever is later.
- 28.3 The Developer shall guarantee all Secondary Services including any repairs and maintenance performed by it pursuant to Section 28.2 or by the Township pursuant to Section 11.1 for a minimum period of twelve (12) months from the date of completion of said services, notwithstanding that the two (2) year period of maintenance provided under Section 28.2 may have elapsed.
- 28.4 The Developer shall be responsible for the general tidy appearance of the entire Lands until completion of all building, and carry out all weed cutting and maintenance on all unsold lands and all unassumed roads to the satisfaction of the Manager of Operations.
- 28.5 The Developer shall adequately maintain all roads within the Plan of Subdivision

- free from mud, debris, building materials, and other obstructions, to the satisfaction of the Manager of Operations until Council passes an Assumption By-law.
- 28.6 The Developer shall be responsible to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the Township for municipal purposes.
- 28.7 Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the Township, the Manager of Operations, at their sole option, after giving the Developer seventy-two (72) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Manager of Operations shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the Township not reimbursed by the Developer forthwith may be collected by the Township in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 28.8 The Maintenance Guarantee Period for Primary Services shall commence on the date the Manager of Operations approves the Completion Certificate for Primary Services. The Developer shall, at its own expense and to the satisfaction of the Manager of Operations, repair and maintain all Primary Services and other private services herein required to be installed or constructed for a minimum period of two (2) years from the date of issuance of the Completion Certificate for Primary Services or until the date of issuance of the Final Certificate of Completion of Services, whichever is later.
- 28.9 The Maintenance Guarantee Period for Secondary Services shall commence on the date the Manager of Operations approves the Completion Certificate for Secondary Services. The Developer shall guarantee all Secondary Services including any repairs and maintenance performed by it pursuant to Section 28.2 or by the Township pursuant to Section 11.1 for a minimum period of twelve (12) months from the date of completion of the said services, notwithstanding that the two (2) year period of maintenance provided under Section 28.2 may have elapsed.

## **29. CERTIFICATE OF FINAL ACCEPTANCE**

- 29.1 After the expiry of the maintenance period provided for in Section 28.3 hereof, the Township shall, subject to the compliance by the Developer with Section 29.3 hereof, issue a Final Certificate of Completion of Services upon written application by the Developer provided, however, that the Township may withhold the issuance of the Final Certificate of Completion of Services if, in the sole opinion of the Manager of Operations, the Developer is in default of its obligations to repair, construct or maintain any of the Works pursuant to this Agreement. Upon expiration of the Maintenance Guarantee Period for Primary Services or Secondary Services as the case may be, and upon receipt of written application by the Developer, the applicable Works will be inspected by the Manager of Operations, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the Township and the Manager of Operations shall approve the Certificate of Final Acceptance prepared by the Developer's Consulting Engineer provided the requirements of the Certificate of Final Acceptance have been met.
- 29.2 The Developer is required to submit a certificate from a registered Ontario Land Surveyor certifying they have found and/or replaced all standard iron bars (SIB's) shown on the registered Plan of Subdivision as of a date not earlier than seven

days prior to the Manager of Operations approving the Certificate of Final Acceptance for Secondary Services.

- 29.3 The application, in writing, by the Developer for the Final Certificate of Completion of Services shall include the following:
- a) a statutory declaration in a form satisfactory to the Manager of Operations that all accounts for the installation, construction and maintenance of all the Works required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Works of any of them; and,
  - b) a Certificate in a format acceptable to the Manager of Operations signed by the Developer's Consulting Engineer certifying that all the Works including any repairs and deficiencies have been fully completed, inspected, tested and maintained in accordance with the provisions hereof and the standards and specifications of the Township and the Plans as approved by the Manager of Operations.
- 29.4 If upon inspection of the Works all deficiencies have not been rectified to the complete satisfaction of the Manager of Operations, the Maintenance Guarantee Period shall be extended until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been approved by the Manager of Operations.
- 29.5 The Manager of Operations may withhold approval of a Certificate of Final Acceptance for Primary or Secondary Services, if, in the sole opinion of the Manager of Operations, the Developer is in default of its obligations to inspect, repair, construct, or maintain any of the Works pursuant to this Agreement and the approved Plans.
- 29.6 The issuance by the Township of the Final Certificate of Completion of Services, may be withheld until eighty-five (85%) of the Lots have been built upon with Buildings completed to the *Building Code Act* occupancy requirements and the final grading certificates for the Lots have been approved by the Manager of Operations.
- 29.7 Upon the issuance of the Final Certificate of Completion of Services, the Manager of Operations shall recommend to Council that the Township assume by By-law the Primary and Secondary Services within the Plan of Subdivision as required to be constructed or installed under this Agreement.

### **30. ASSUMPTION OF MUNICIPAL SERVICES**

The Developer hereby acknowledges that upon assumption by the Township of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the Township without payment therefor, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the Township by Council passing an Assumption By-law after the Manager of Operations approves the Certificate of Final Acceptance for Primary or Secondary Services, and the Certificate of Final Acceptance for Primary or Secondary Services.

### **31. BUILDING PERMITS AND OCCUPANCY**

- 31.1 The Developer/Owner covenants and agrees not to apply for building permits, except as permitted in Section 31.5, until:
- a) all Primary Services (including roadways to base asphalt) have been completed and are operational and a Primary Services Completion Certificate has been approved to the satisfaction of the Manager of Operations;

- b) the Township has on file an approved Subdivision Grading Plan;
  - c) the Developer has completed the following grading works:
    - i) rough grading of all Lots to generally conform to the Subdivision Grading Plan;
    - ii) construction and hydroseeding of all major overland flow drainage swales and other erosion control devices deemed necessary by the Township for the Lands;
  - d) the Township has on file an approved Proposed Lot Grading Plan;
  - e) the Township is in receipt of all applicable fees and deposits including, without limiting the generality of the foregoing:
    - i) development fees at the prevailing rate as prescribed by the Township's Development Charges By-Law 050-2016 and amendments thereto;
    - ii) the Lot Grading Deposit;
    - iii) Building Permit application fee;
    - iv) any other fees, deposits or payments required under this Agreement or as otherwise provided for under any other executed agreement between the Township and the Developer;
  - f) the Township's Fire Department has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;
  - g) the Township is satisfied all terms and conditions of this Agreement have been complied with insofar as they apply at that point in time;
  - h) the Developer/Owner has paid or otherwise satisfied all development charges required by the Development Charges By-Law of the Township of Wainfleet, and the Development Charges By-Law of the Regional Municipality of Niagara, and the Development Charge of the Niagara District Catholic School Board; and,
  - i) The Developer/Owner has otherwise complied with all applicable law.
- 31.2 Notwithstanding anything herein contained, the Township may refuse to issue building permits if there is an existing default in any of the provisions of this Agreement.
- 31.3 The Developer acknowledges and confirms that all charges, payments, Works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as "a development charge" are characterized as:
- a) services installed or provided at the expense of the Developer within the Plan of Subdivision, as a condition of approval under Section 51 of the *Planning Act*; or
  - b) services denoted on approved Plans or specifically noted in the Agreement for which the Developer is making no claim for credits under the Development Charge By-law except as otherwise provided for under other agreements between the Township and the Developer; and,
  - c) are not charges related to development within the meaning of the

*Development Charges Act, 1997* except as otherwise provided for under other agreements between the Township and the Developer.

- 31.4 Except as otherwise provided for under other agreements between the Township and the Developer, the Developer hereby releases and forever discharges the Township from any and all claims for credit against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.
- 31.5 Developer/Owner may construct two (2) model units once the road granular base (300mm Gran B and 150mm Gran A) is completed. All Primary Services (including base coat asphalt) shall be completed prior to permitting public access to the roadway or occupancy to residence.
- 31.6 Unless otherwise determined by the Chief Building Official, no dwelling, including model units, shall be occupied:
- a) until the Manager of Operations has approved the Completion Certificate for Primary Services;
  - b) until the Township has on file a Grading Conformance Certificate for the Lot; and,
  - c) until a final inspection has been completed and a Letter of Occupancy is issued by the Chief Building Official.
- 31.7 The Developer/Owner agrees to pay all applicable permit fees and unless otherwise satisfied pursuant to the terms of other agreements between the Township and the Developer, any development charges for the buildings or structures constructed as model units, and shall otherwise comply with Section 31 herein, prior to a Letter of Occupancy being issued for said units.

## **32. TENDERS, INSURANCE, AND BONDING**

- 32.1 Prior to commencement of any Works, the Developer shall, at its own expense, provide the Township with:
- (i) a certified copy of the Developer's third party All Perils and Liability Insurance Policy naming the Township as an additional insured in a form satisfactory to the Township as follows:
  - (ii) a limit of liability of not less than five million dollars (\$5,000,000.00) or such greater amount as the Manager of Operations deems advisable;
  - (iii) inclusion of the Township, its agents and servants and the Regional Municipality of Niagara as additional named insureds;
  - (iv) a provision for cross liability in respect of the named insureds;
  - (v) non-owned automobile coverage with a limit of at least five million dollars (\$5,000,000.00) including contractual non-owned coverage;
  - (vi) completed operations coverage;
  - (vii) that sixty (60) days prior notice, of any alteration, cancellation or change in policy terms which reduces coverage, shall be given in writing to the Township;

- (viii) owner's protective coverage;
- (ix) a Certificate from the Worker's Safety Insurance Board certifying the contractor is in good standing with the Board; and,
- (x) satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

### **33. SECURITY DEPOSITS AND REFUNDS**

#### **Security Deposits**

- 33.1 The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works for the Plan of Subdivision together with all Township inspection charges, administrative and consulting fees, engineering and legal costs and in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security and cash payments, in a form satisfactory to the Township, on accounts of aforesaid costs, charges and fees in accordance with Schedule "E" annexed hereto prior to execution of this Agreement by the Township. The security should be in the form of a standby Letter or Letters of Credit with automatic renewal provision, in a form approved by the Township. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the Township returns the Letter of Credit in accordance with the provisions of this agreement.
- 33.2 The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or matter, the Township may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- 33.3 The Developer acknowledges and agrees that the Township reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the Township determines that any reduction in the Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the Township will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the Township has sufficient security to ensure that such work will be completed.
- 33.4 Whenever in this Agreement a Letter of Credit is required to be filed with the Township, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the Township as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- 33.5 The Developer acknowledges that upon the transfer of any ownership of the Lands, the Township will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the Township.
- 33.6 The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to execution, the Developer shall provide the

Township with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Primary Services and Secondary Services and to cover Township inspection charges, engineering, administrative, legal, and consulting fees shall be calculated, in a manner satisfactory to the Manager of Operations, on the basis of the Developer's estimated cost of design, construction, supervision, inspection and maintenance of all Works as set out in Schedule "E" annexed hereto. If in the opinion of the Township the cost estimate does not reflect current costs, the Township reserves the right to modify the estimate.

33.7 Prior to the execution of this agreement by the Township, as security for payment of services to be rendered by the Township and its agents as required by this agreement, and for presently outstanding payments owing to the Township, the Developer shall, in accordance with Schedule "F" annexed hereto, deposit with the township cash payment and cash security as set out in Schedule "F", which security shall include, but not be limited to the following:

- a) a cash amount to secure the Township's engineering, administrative consulting and legal costs for this Agreement, approval of the Plans, and enactment of by-laws calculated on the following basis:
  - 1. where the Cost of Construction of all Works is less than one hundred thousand dollars (\$100,000.00), the charge shall be ten thousand dollars (\$10,000.00);
  - 2. where the Cost of Construction of all Works is between one hundred thousand dollars (\$100,000.00) and four hundred thousand dollars (\$400,000.00) the charge shall be ten thousand dollars (\$10,000.00) plus four percent (4.0%) of the costs between one hundred thousand dollars (\$100,000.00) and four hundred thousand dollars (\$400,000.00); and
  - 3. where the Cost of Construction of all Works is in excess of four hundred thousand dollars (\$400,000.00) the charge shall be twenty-two thousand dollars (\$22,000.00) plus three and one-half percent (3.5%) of the costs exceeding four hundred thousand dollars (\$400,000.00);
- b) a cash amount to cover all arrears of taxes and all current taxes and all local improvement charges assessed against the Lands described in Schedule "A" annexed hereto.

### **Letters of Credit**

33.8 Before commencing any of the Works provided for in this Agreement, the Developer will deposit with the Township a Letter of Credit drawn upon a chartered bank in favour of the Township and in a form satisfactory to the Treasurer, in an amount approved by the Manager of Operations and/or Planner, which Letter of Credit shall be sufficient to guarantee the satisfactory completion of the Works or any portion of the Works as established by the Township in its sole discretion, and payments or any part thereof required to be made by this Agreement, and will, without restricting the generality of the foregoing, guarantee the following:

- a) Payment of twenty percent (20%) of the approved estimated costs of the construction of the Primary Services to service the Lands, plus fifty percent (50%) of the approved estimated construction costs of the Secondary Services upon the Lands as shown in Schedule "E" annexed hereto; and,
- b) Payment of one hundred percent (100%) of any other payments or Works as may be required of the Developer by the Township pursuant to this Agreement.

- 33.9 The amount of the Letter of Credit required hereunder shall not be reduced unless all of the conditions of this Agreement are complied with and the estimated costs of rectifying any outstanding deficiencies, as estimated in the sole discretion of the Manager of Operations, plus twenty percent (20%) of the estimated costs of the completion of all outstanding Primary Services and Secondary Services plus all other outstanding costs payable under this Agreement, plus the Maintenance Guarantee as required under Section 34 of this Agreement, plus any *Construction Lien Act* requirements are all, in total, less than the amount of the Letter of Credit held by the Township. In such an instance, the amount of the Letter of Credit may, in the sole discretion of the Manager of Operations be reduced from time to time to an amount equal to the total of all amounts set out above. Such reduction shall be based on the following:
- (1) progress certificates from the Developer's Consulting Engineer setting forth the cost of the Works completed and paid to date and the cost of unfinished Works;
  - (2) a request for reduction in the amount of the Letter of Credit in a form approved by the Manager of Operations and/or Planner; and,
  - (3) proof of payment in a form satisfactory to the Manager of Operations and/or Planner of the amounts paid on account of the completed Works to the date of the application for reduction.
- 33.10 Notwithstanding anything herein contained, the amount of the Letter of Credit shall at all times be sufficient to cover the balance of the costs of the completion of the unfinished works, including works deferred for extended periods and the requirements of the construction lien act.
- 33.11 The Developer shall pay the cost of the works and the fees of the Developer's Consulting Engineer and the Ontario Land Surveyor.

#### **34. MAINTENANCE GUARANTEE**

- 34.1 The Letter of Credit deposited by the Developer pursuant to Section 33 hereof may, upon the completion of the Primary Services, and prior to the assumption of the Works by the Township, at the Manager of Operations discretion, be reduced to an amount equal to ten percent (10%) of the completed Works (Schedule "E") plus one hundred and twenty per cent (120%) of the value, as estimated by the Manager of Operations, of any uncompleted Works and such Letter of Credit shall be retained by the Township as a Maintenance Guarantee to guarantee the workmanship and materials of the Works until such time as the maintenance guarantee periods as provided for in Sections 28.2 and 28.3 have both expired.
- 34.2 The Maintenance Guarantee as required under Section 38.1 hereof, may be reduced further to five percent (5%) subject to the Developer meeting all requirements of the Construction Lien Act.
- 34.3 The Letter of Credit may be realized upon by the Township if the Developer defaults in any payment or condition contained herein.
- 34.4 The Developer shall be conclusively deemed to be in breach of the covenant if, in the case of the cost of the Works or the fees of the Owner's/Developer's Consulting Engineer and the Ontario Land Surveyor, a lien against the Lands or any part thereof is preserved pursuant to the *Construction Lien Act* and if, in the case of any other payment required to be made under this Agreement, a notice to that effect is forwarded to the Developer by the Manager of Operations in accordance with Section 38. hereof.

#### **35. DEFAULT**

- 35.1 Upon breach by the Developer of any covenant, term, condition or requirement of



this Agreement, or upon the Developer becoming insolvent or making an assignment for the benefit of creditors, the Township, at its option, may declare that the Developer is in default.

- 35.2 Notice of such default ("Notice of Default") shall be given by the Township and if the Developer does not remedy such default within such time as provided in the notice, the Township may declare that the Developer is in final default under this Agreement and shall then forthwith give notice of final default ("Notice of Final Default") thereof to the Developer.
- 35.3 Upon Notice of Default having been given, the Township may require all work by the Developer, their servants, agents, independent contractors, and sub-contractors to cease (other than any work necessary to remedy such default) until such default has been remedied and in the event of final default, may require all work as aforesaid to cease.
- 35.4 Upon Notice of Final Default having been given to the Developer, the Township may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:
- a) enter upon the Lands shown on the Plan of Subdivision by its servants, agents and contractors and complete any work, services repairs or maintenance wholly or in part required herein to be done by the Developer and collect the cost thereof from the Developer and/or enforce any security available to it;
  - b) make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
  - c) retain any sum of money heretofore paid by the Developer to the Township for any purpose and apply the same in payment or part payment for any work which the Township may undertake;
  - d) assume any work or services at its option, whether the same are completed or not, and thereafter the Developer shall have no claim or title hereto or remuneration therefore;
  - e) bring action to compel specific performance of all or any part of this Agreement or for damages;
  - f) add any costs incurred by the Township to the tax collector's roll for the Lands and collect such costs by action or in like manner as municipal real property taxes; or,
  - g) exercise any other remedy granted to the Township under the terms of this Agreement or available to the Township in law.
- 35.5 Developer shall be deemed to be in Final Default if:
- a) the Township receives written notice from the Bank of its intension to not renew the Letter of Credit;
  - b) the Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;
  - c) the Township receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the Township is being altered, cancelled, or allowed to lapse;
  - d) the Developer has not made provision for renewal at least thirty (20) days prior to the date of expiry of any insurance policy, Performance and Maintenance Bond, or Labour and Material Payment Bond;

- e) upon sale of the Lands the new Developer has not delivered to the Township, replacement security deposits; or,
- f) the Developer fails to increase security as required by the provisions of this Agreement.

### **36. INDEMNIFICATION**

36.1 Until the Township passes a By-law assuming the Streets shown on the Plan, the Developer, on behalf of itself, its successors and assigns, including its successors in title of the Lands in the Plans of Subdivision, hereby releases and discharges and indemnifies the Township from and against all actions, causes of action, suits, claims and demands whatsoever which may arise by reason of:

- a) any alteration of the existing grade or level of any Street or Streets on the Plan to bring the said grade or level in conformity with the grade or level required by the Manager of Operations; and,
- b) any damage to the Lands abutting on any Street or Streets shown on the Plan or to any Building erected thereon arising from or in consequence of any such alteration of grade or level; and,
- c) any damages or injuries (including death) to persons or damage to property occurring or arising on any Street or Streets on the Plan however caused.

### **37. COVENANTS THAT RUN WITH THE LAND**

37.1 The Developer and the Township acknowledge and agree that it is their intent that all the terms, conditions and covenants contained herein shall be covenants that run with the land and that the burden of such covenants shall be binding upon the Developer, their successors and assigns, and successors in title, from time to time, of the Lands described in Schedule "A" of this Agreement and any part or parts thereof and that the benefits of the said covenants shall ensure to the Township, its successors and assigns in title of all roads, Streets and public lands forming part of or abutting on the Lands described in Schedule "A".

### **38. NOTICE**

All notices required or permitted to be given by one party to the other shall be given in writing either by prepaid registered mail or delivered personally addressed, in the case of the Township to:

Township of Wainfleet  
31940 Hwy 3, P.O. Box 40, Wainfleet, ON L0S 1V0

and in the case of the Developer to:

SAW Developments Inc.  
42076 Hwy 3, Wainfleet, ON L0S 1V0

or at such other addresses as may be given by either of them to the other in writing from time to time, and such notices shall be deemed to have been received, if mailed, on the third day following that on which it was so mailed and if delivered, on the day of such delivery.

### **39. SCHEDULES**

The Schedules annexed hereto, being Schedules "A" to "H" inclusive, are a part of this Agreement. All Schedules are to be interpreted as if the contents thereof were included in the Agreement.

**40. SPECIAL PROVISIONS**

The Developer shall undertake and complete all other special provisions to this Agreement, as outlined in Schedule "H" which forms part of this Agreement.

**41. NUMBER AND GENDER**

In this Agreement, unless there is something in the subject-matter or context inconsistent therewith:

- a) Words in the singular number include the plural and such words shall be construed as if the plural had been used;
- b) Words in the plural include the singular and such words shall be construed as if the singular had been used; and,
- c) Words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

**42. BINDING EFFECT**

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

IN WITNESS WHEREOF THE Parties hereto have executed this Agreement as of the date and year first above written.

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

) **SAW DEVELOPMENTS INC.**  
)  
)  
) Print Name: DOUG BUTER  
)  
)  
) Signature: \_\_\_\_\_  
)  
) ☐ I have authority to bind the Corporation.

) **THE CORPORATION OF THE TOWNSHIP OF**  
) **WAINFLEET**  
)  
)  
) \_\_\_\_\_  
) Kevin Gibson, Mayor  
)  
)  
) \_\_\_\_\_  
) William J. Kolasa, CAO/Clerk  
)  
) We have the authority to bind the Corporation.

***SCHEDULE "A"***

***LEGAL DESCRIPTION***

PART LOT 18, CONCESSION 3 WAINFLEET, PART 1, PLAN 59R16677; TOWNSHIP OF WAINFLEET (PIN 64013-0237)

PART LOT 18, CONCESSION 3 WAINFLEET, PART 2, PLAN 59R16677; TOWNSHIP OF WAINFLEET (PIN 64013-0239)

PART LOT 18, CONCESSION 3 WAINFLEET, PART 3, PLAN 59R16677; TOWNSHIP OF WAINFLEET (PIN 64013-0238)

PART LOT 18, CONCESSION 3 WAINFLEET, PART 4, PLAN 59R16677; TOWNSHIP OF WAINFLEET (PIN 64013-0240)

PART LOT 18, CONCESSION 3 WAINFLEET, PART 5, PLAN 59R16677; TOWNSHIP OF WAINFLEET (PIN 64013-0236)

***SCHEDULE "B"***

***LANDS CONVEYED FOR PUBLIC PURPOSES***

All references to Blocks and Lots relate to 59M-\_\_\_\_\_.

1. The Developer shall convey free and clear of all encumbrances and at its own expense the Block 16 for the fire suppression storage tank to The Corporation of the Township of Wainfleet:

***SCHEDULE "C"***

***REQUIRED MUNICIPAL & UTILITY EASEMENTS***

All references to Parts, Blocks, and Lots relate to 59R-\_\_\_\_\_.

The Developer shall convey free and clear of all encumbrances and at its own expense, an easement to The Corporation of the Township of Wainfleet; over, under and through Part 1, 2, 3, 6, and 7 for storm water control structure access.

The Developer shall convey free and clear of all encumbrances and at its own expense, an easement to Hydro One; over, under and through Part 4, 5, and 8 for transformer access.

## ***SCHEDULE "D"***

### ***LIST OF APPROVED DRAWINGS***

1. Drawing List, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP0.
2. Grading & Stormwater Management Plan – Part 1, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP1.
3. Grading & Stormwater Management Plan – Part 2, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP2.
4. Plan and Profile No.1, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP3.
5. Plan and Profile No.2, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP4.
6. Plan and Profile No.3, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP5.
7. Plan and Profile No.4, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP6.
8. Plan and Profile No.5, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP7.
9. Section and Details, prepared by JAM Engineering and Construction Inc., dated July 13, 2020, as Drawing No.18-03-PP8.
10. Hydro Distribution System (All Services), Prepared by DATOM Group Ltd., dated December 11, 2019, revised dated April 29, 2020 as Drawing No. 19-117-AS1
11. Hydro Distribution System, Prepared by DATOM Group Ltd., dated December 11, 2019, revised dated April 29, 2020 as Drawing No. 19-117-HD1
12. Notes & Schematic, Prepared by DATOM Group Ltd., dated December 11, 2019, revised dated April 29, 2020 as Drawing No. 19-117-NT1
13. Photometric Data, Prepared by DATOM Group Ltd., dated December 11, 2019, revised dated April 29, 2020 as Drawing No. 19-117-PM1
14. Standards, Prepared by DATOM Group Ltd., dated December 11, 2019, revised dated April 29, 2020 as Drawing No. 19-117-ST1
15. Marshville Estates Lot 18 Conc. 3, Prepared by Hydro One Networks Inc., dated May 8, 2020 as Drawing No. 00350-19-263
16. Draft Plan 59M-\_\_\_\_\_, Prepared by Chambers and Associates Surveying Ltd., dated DRAFT May 29, 2020, as Drawing No. 88464-4\_MP\_MAY 29-20
17. Draft Plan 59R-\_\_\_\_\_, Prepared by Chambers and Associates Surveying Ltd., dated DRAFT June 1, 2020, as Drawing No. 88464-4\_RP\_MAY 29-20

**SCHEDULE "E"**

**FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION**

<b>PRIMARY SERVICES</b>				
Drainage swales, ditches and stormwater management facility			\$117,063.75	
Roadways (excluding surface asphalt)			\$145,261.00	
General grading			\$15,600.00	
Hydroseeding of disturbed areas			\$2,000.00	
Hydroseeding of Swales and Ditches			\$4,738.50	
Street lights			\$44,675.60	
Parking Lot Turn Around			\$16,216.00	
Fire Suppression Tank			\$64,144.00	
<b>SubTotal for Primary Security Purposes</b>			<b>\$409,698.85</b>	
Contingencies (5%)			\$20,484.94	
Engineering (10%)			\$40,969.89	
<b>Subtotal Primary Servicing, Engineering and Contingency</b>			<b>\$471,153.68</b>	
13% HST			\$61,249.98	
<b>TOTAL PRIMARY SERVICES COST</b>			<b>\$532,403.66</b>	
<b>Letter of Credit for Primary Services (20%)</b>			<b>\$106,480.73*</b>	(1)
<b>SECONDARY SERVICES</b>				
Final asphalt- Including sweeping, removal of fillets, padding, and appurtenances.			\$25,618.80	
Grading and sodding/hydroseeding boulevards			\$10,000.00	
Road base repairs and milling			\$10,000.00	
<b>SubTotal for Secondary Security Purposes</b>			<b>\$45,618.80</b>	
Contingencies (5%)			\$2,280.94	
Engineering (10%)			\$4,561.88	
<b>Subtotal Secondary Servicing, Engineering and Contingency</b>			<b>\$52,461.62</b>	
13% HST			\$6,820.01	
<b>TOTAL SECONDARY SERVICES COST</b>			<b>\$59,281.63</b>	
<b>Letter of Credit for Secondary Services (50%)</b>			<b>\$29,640.82</b>	(2)
<b>TOWNSHIP FEES</b>				
Township Administration Fee- Subdivision Agreement Fee			N/A	(3)
Final Approval of a Draft Plan of Subdivision Fee			\$1 627.00	(4)
CSW Drain Allotment	15.58 ha	\$1 200 /ha	TBD	(5)
<b>SUMMARY</b>			TBD	
<b>LETTER OF CREDIT REQUIRED (1) + (2)</b>			<b>\$144,906.17</b>	
* Letter of Credit for Primary Services Received at the Execution of the Pre-servicing Agreement				
<b>CASH PAYMENT REQUIRED (3) + (4) + (5)</b>			<b>\$22,918.00</b>	

**COST OF EXISTING ROADWAY IMPROVEMENT**

Notwithstanding anything contained in this schedule or this Agreement to the contrary, the Township agrees to pay all costs associated with the improvement of the existing portion of Marshville Drive to the standards required by this Agreement for all roadways to the satisfaction of the Manager of Operations. The existing roadway is identified on the Drawing Number 18-03-PP5 & 18-03-PP6 Plan & Profile of Marshville Drive prepared by JAM Engineering and Construction Services Dated May 20, 2020 as STA 1+000 to STA. 1+180. (approx. 180m).



***SCHEDULE "F"***

***RESERVED***

## ***SCHEDULE "G"***

### ***BUILDING RESTRICTIONS***

(To be included in all Deeds)

The Developer shall cause to be registered against all Lots in the Subdivision the transfer restrictions and restrictive covenants outlined below.

According to the nature of the annexed instrument, the words "Vendor", "Purchaser" and "Land" shall have the following meaning:

- (a) "VENDOR" means and includes also a grantor, transferor or seller and the heirs, successors and assigns of the Vendor.
- (b) "PURCHASER" means and includes also a grantee, transferee or buyer and the heirs, successors and assigns of the Purchaser.
- (c) "LAND" means and includes the land intended to be sold, conveyed or transferred by such instrument.

The Purchaser shall, in respect of the herein described land, adhere to and comply with the Lot Grading Plan attached to the subdivider's agreement registered in the Land Titles Office for Niagara South and, in particular, shall do nothing to interfere with or impede the drainage patterns shown thereon. All grade elevation shown on the said Lot grading plan shall be maintained after construction of any building or structure upon the herein described land in accordance with the Township's Lot Grading Control Policy. In the event that the Purchaser fails to maintain such elevations, or to maintain the proper grades and levels herein referred to, or in the event that the Purchaser impedes any drainage system or pattern on the herein described Lands or neighbouring lands, the Purchaser shall be responsible for the immediate rectification and alteration of the land to conform with the drainage system or patterns laid out in the subdivider's agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

The Purchaser shall, in the event of requiring a different driveway entrance from that installed by the Vendor, relocate services/utilities at purchaser's expense.

The Purchaser shall, within twelve (12) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, sod/hydroseed the lot.

The Purchaser shall maintain the road allowance between the Lot line and the curb nearest thereto in good condition and free from weeds and shall cut the grass thereon at frequent intervals.

The Purchaser will not remove any topsoil or strip the Lot of vegetation prior to commencing construction of a home on the Lot. Only then will the Purchaser strip and excavate to the limit approved by the Township.

The Purchaser shall not occupy the dwelling on the Lot concerned until the Chief Building Official for the Township has certified that such of the following services, as are applicable to the property, have been installed and are operating adequately to serve the dwelling, or in the case of telephone services, are at least available to houses within the Plan: hydro, and telephone.

The Purchaser shall not impede by the placing of fill, Buildings or other structures or Works any natural watercourse, swale, ditch, etc. which exists on the property.

The Purchaser shall not discharge by direct connection to a storm swale any discharge from eaves troughing, downspouts or swimming pools.

The Purchaser shall not erect any free-standing tower, radio antenna, communication tower or similar structure.

No one shall interfere with the drainage swales or surface drainage pattern on a Lot without explicit written permission from the Township's Manager of Operations. All swales are for storm water management purposes and it shall be the responsibility of the Owner to maintain the drainage across the Lot in accordance with the approved grading plan. Should the Township find it necessary to enter upon the Lands to undertake any inspection of or any Works with regard to any drainage or storm water management works, the Township shall have such rights as are prescribed by the Subdivision Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020 and registered the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

This Plan of Subdivision has an approved Tree Saving Plan. It may be a violation of Niagara Region By-law 30-2008 (Regional Tree By-law) to remove trees in a manner not in accordance with the approved Tree Saving Plan.

Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling unit occupants as the sound levels exceed the Municipality's and the Ministry of Environment, Conservation and Parks' noise criteria.

This dwelling unit has been designed with the provision for adding central air condition at the occupant's discretion. Installation of central air condition by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the limits of the Municipality's and the Ministry of Environment, Conservation and Parks' noise criteria.

These lands are in proximity to lands designated for agricultural uses. The lands may be subject to noise, odour, and/or dust from nearby agricultural operations, which may interfere with some activities of the dwelling occupants."

## ***SCHEDULE "H"***

### ***SPECIAL PROVISIONS***

#### ***1. Turn around on Township park***

The subdivision design requires a parking lot turn around at the end of Jacob Lane. The design and location can be found on the Grading & Stormwater Management Plan, Drawing Number 18-03-PP1 prepared by JAM Engineering Dated July 13, 2020. Developer is responsible for all costs associated with constructing this parking lot turn around. The Township agrees the parking lot will be constructed on Township property and shall grant the Developer access to such portion of the Township lands as required to complete this obligation. This parking lot area will be used as a turnaround for waste collection vehicles and fire fighting vehicles. An easement or agreement over the adjacent Township of Wainfleet property in order to allow access for the Regional waste/recycling vehicles is required. The owner and Township of Wainfleet will complete an Indemnity Agreement with Niagara Region prior to the commencement of Regional waste collection services.

#### ***2. Ditch located on Township park***

The subdivision design requires a storm water management ditch located adjacent to the west property line of Lot 3. The design and location can be found on the Grading & Stormwater Management Plan, Drawing Number 18-03-PP1 prepared by JAM Engineering Dated July 13, 2020. Developer is responsible for all costs associated with constructing this ditch. The Township agrees the ditch will be constructed on Township property and shall grant the Developer access to such portion of the Township lands as required to complete this obligation.

#### ***3. Private Septic Services***

Private septic services design will be submitted with building permit applications and approved on a lot by lot basis to the satisfaction of the Township with respect to the recommendations in Section 7 of the Hydrogeological Assessment prepared by Terra-Dynamics Consulting Inc. (dated June 2018).

#### ***4. Tree Savings Plan***

The owner agrees to implement the approved Tree Saving Plan required in accordance with conditions below to be reviewed at the time of each Building Permit application:

- a. A Tree Saving Plan will be provided for Regional approval, completed in accordance with the requirements listed in the Region's Tree and Forest Conservation By-Law.
- b. Should vegetation removals be proposed up to the edge of the Significant Woodland, permanent rear-lot fencing bordering the Woodland should be provided to reduce human encroachment and limit the movement of pets into the adjacent natural areas.
- c. A no-gate by-law is recommended.

#### ***5. Environmental Impact Mitigation Measures***

The owner agrees to implement the following mitigation measures as recommended by the Environmental Impact Study Addendum prepared by Colville Consulting Inc. dated April 2019:

- a. Vegetation removal must be undertaken between October 16 and mid-March, outside of both the breeding bird nesting period and bat active season.
- b. Filling (grading) of any vernal pools located within the limits of construction impact should be conducted during dry conditions.
- c. Any wildlife (amphibians) residing in any permanent pools located within the limits of construction impact should be relocated to a suitable habitat within Lot 10 (as described in the EIS Addendum Section 7.1). Wildlife salvage/relocation must be undertaken by a qualified professional immediately prior to any vegetation removal or filling (grading) of pockets of standing water within the development area.
- d. Uncommon plant species (e.g. marsh speedwell, Pennsylvania bitter cress and shallow sedge) located within the limits of construction impact should be transplanted into a suitable habitat area within Lot 10 (as described in the EIS Addendum Section 7.1). Plant relocations must be undertaken by a qualified professional prior to any vegetation removal.
- e. Any security lighting to be installed on future building should be directed away from the retained portions of woodland (including vernal pools).

- f. Standard best management construction practices shall be used to mitigate construction dust, noise and/or exhaust fumes and prevent spills.

**6. *Canada Post Notice***

The developer shall include on all offers of purchase and sale, a statement that advises the prospective purchaser:

- a. That the home/business mail delivery will be from a designated Centralize Mail Box.
- b. That the developers/owners be responsible for officially notifying the purchasers of the exact Centralize Mail Box locations prior to the closing of any home sales.

**7. *Ministry of Transportation of Ontario (MTO)***

The developer shall obtain Ministry of Transportation of Ontario (MTO) permit(s) prior to any Works being done on the Lands.

# THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

## BY-LAW NO. 036-2020

Being a by-law to adopt, ratify and confirm the proceedings of the Council of the Corporation of the Township of Wainfleet at its meetings held August 26, 2020 and September 1, 2020.

**WHEREAS** Subsection 5 (1) of the *Municipal Act, 2001*, S.O. 2001, Chapter M.25, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** section 5 (3) of the *Municipal Act 2001*, 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** the Council of the Corporation of the Township of Wainfleet **HEREBY ENACTS AS FOLLOWS:**

1. (a) The actions of the Council at its meetings held on August 26, 2020 and September 1, 2020, 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 Township of Wainfleet 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 Township of Wainfleet to all documents necessary to give effect to the above-mentioned actions.
4. This by-law shall come into force on the day upon which it is passed.

BY-LAW READ AND PASSED THIS 1<sup>ST</sup> DAY OF SEPTEMBER, 2020

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K. Gibson, MAYOR

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W. Kolasa CLERK