THE COROPORATION OF THE TOWNSHIP OF WAINFLEET

REGULAR MEETING OF COUNCIL AGENDA - AS AMENDED

MAY 11, 2021 – 6:00 P.M.
Regular business will commence at 7:00 p.m.
(Time adjusted for this meeting only)

ELECTRONIC PARTICIPATION

Please be advised that due to the Provincial Stay-At-Home Order, Council meetings will be held by electronic participation only. The proceedings of the meeting will streamed live.

C11/21

1. Call to Order

2. Closed Meeting

a) Item under Section 239(2)(f) of the *Municipal Act, 2001,* advice that is subject to solicitor-client privilege, including communications necessary for that purpose – 1 item – (A matter pertaining to a notice of motion pertaining to regional governance)

b) Item under Section 239(2)(b)(f)(k) of the Municipal Act, 2001, personal matters about an identifiable individual, including municipal or local board employees; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, 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 matter pertaining to an identifiable individual)

c) Items under Section 239(2)(b)(c) of the *Municipal Act, 2001,* personal matters about an identifiable individual, including municipal or local board employees; a proposed or pending acquisition or disposition of land by the municipality or local board – 2 items (Tax Sale Matters)

d) Item under Section 239(2)(c) of the *Municipal Act, 2001*, a proposed of pending acquisition or disposition of land by the municipality or local board – 3 items (2 Disposition of Land Matters and 1 Acquisition of Land Matter)

e) Item under Section 239(2)(b) of the *Municipal Act, 2001,* personal matters about an identifiable individual, including municipal or local board employees – 2 items (Building Department Matters)

3. Rise & Report

4. Land Acknowledgement Statement

5. Disclosures of Interest and the General Nature Thereof

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 April 20, 2021

9. Public Meeting

a) P01/2021W & Z04/2021W – Vacant Lot Wills Road
Proposed Draft Plan of Condominium (Vacant Land) & Zoning By-law Amendment

10. Delegations
None.

11. Staff Reports & Recommendations

a) Administrative Staff Reports

i. ASR-012/2021 Re: Community Flag Raisings and Flag Protocol Policy

ii. ASR-013/2021 Re: COVID-19 Impact Report

iii. ASR-014/2021 Re: 2021 Summer Lakeshore Area Management Strategy

b) By-law Enforcement Staff Reports

i. BESR-006/2021 Re: Clean yards By-law Review

c) Drainage Staff Reports

i. DSR-009/2021 Re: Agreement on Share of Assessment (2709998 Ont. Inc.)

ii. DSR-010/2021 Re: Award of Tender for Bridgewater Drain

iii. DSR-011/2021 Re: Award of Tender for Indian Creek Drain

d) Fire Staff Reports

i. FSR-006/2021 Re: 2021 First Quarter Fire & Emergency Services Review

ii. FSR-007/2021 Re: Central Station Fire Station Architectural Schematic Design & Preliminary Cost Consultant Report

e) Planning Staff Reports

i. PSR-007/2021 Re: Required Municipal Improvement associated with the DSBN and NCDSB Joint Elementary School Project

f) Public Works Staff Reports

i. PWSR-008/2021 Re: Contracting Out Services (Postponed from April 20 meeting of Council)

ii. PWSR-009/2021 Re: Site Alteration By-law (Postponed from April 20 meeting of Council)

iii. PWSR-010/2021 Re: Award of Tender for Town Hall Roof Replacement

12. Review of Correspondence

a) C-115-2021
Lakewood Beach Development – Municipal Responsibility Agreement for On-Site Water & Wastewater Communal Systems

b) C-135-2021
Cannabis Licensing and Enforcement

c) C-136-2021
Niagara Central Dorothy Rungeling Airport Governance and Ownership

d) C-146-2021
NrCan Growing Canada's Forests 2 Billion Trees Funding Initiative - Request for Information

13. By-laws

a) By-law No. 016-2021 being a by-law to amend by-law No. 073-2019 being a by-law for maintenance of yards in the Township of Wainfleet

b) By-law No. 017-2021 being a by-law to amend by-law NO. 027-2019, being a By-law to establish an administrative monetary penalty system for non-parking related offences

14. Notices of Motion

15. Closed Meeting

16. Rise & Report

17. By-law to Confirm the Proceedings of Council

a) By-law No. 018-2021 being a by-law to adopt, ratify and confirm the actions of the Council at its meeting held on the 11th day of May, 2021

18. Adjournment

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

C10/2021
Date: April 20, 2021
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
	A. Dashwood	Administrative Assistant
	L. Gudgeon	Manager of Human Resources
	M. Jemison	Drainage Superintendent
	M. Luey	Treasurer/Mgr of Corporate Services
	R. Nan	Manager of Operations
	M. Tardif	By-law Enforcement Officer

C10/21

1. Call to Order

Mayor Gibson called the meeting to order at 7:00 p.m.

2. 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.

3. Disclosures of Interest and the General Nature Thereof

Mayor Gibson declared an interest on agenda item No. 9. a) ASR-010/2021 Re: Short Term Rentals as wife owns and operates a Bed & Breakfast.

Councillor MacLellan declared an interest on agenda item No. 9. c) i. DSR-008/2021 Re: Agreement on Share of Assessment as he was the applicant.

Councillor MacLellan declared an interest on agenda item No. 9) ii. PWSR-006/2021 Re: Award for Waterproofing and Resurfacing of Misener and Buliung Bridges as his employer submitted a bid for the project.

DRAFT

4. Mayor's Announcements & Remarks

a) National Day of Mourning Proclamation

Resolution No. C-2021-090
Moved by Councillor Gilmore
Seconded by Councillor MacLellan

"WHEREAS In 1984, the Canadian Labour Congress established April 28th as National Day of Mourning in Canada to remember and honour those who have died, been injured or suffered illness in the workplace; and

WHEREAS National Day of Mourning, also known as Workers' Memorial Day, is officially recognized in 100 countries worldwide; and

WHEREAS the most recent statistics from the Association of Workers' Compensation Boards of Canada tell us that in 2018, 1027 workplace fatalities were recorded in Canada, an increase of 76 from the previous year; and

WHEREAS the Township of Wainfleet is committed to providing and maintaining safe and healthy work environments for all employees by improving health and safety standards in the workplace in order to prevent further deaths, injuries and diseases from work;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Wainfleet hereby proclaims April 28, 2020 as National Day of Mourning in the Township of Wainfleet;

AND THAT the Canadian flag at Town Hall be lowered to half-mast from sunrise to sunset to in recognition of those who have died, been injured or suffered illness in the workplace."

CARRIED

5. Councillor's Announcements & Remarks

Resolution No. C-2021-091
Moved by Councillor Gilmore
Seconded by Councillor MacLellan

"THAT Council set the curfew for the April 20, 2021 regular meeting of Council to 9:30 p.m."

CARRIED

DRAFT

Councillor Cridland noted that the Niagara Peninsula Conservation Authority Board Strategic Plan is now on their website for public review and comment.

Councillor Van Vliet congratulated Councillor Cridland for her appointment to the NPCF.

6. Adoption of Previous Council Minutes

a) Minutes of the regular meeting held March 30, 2021

Resolution No. C-2021-092
Moved by Councillor MacLellan
Seconded by Councillor Gilmore

"THAT the minutes of the regular meeting of Council held March 30, 2021 be adopted as circulated."

CARRIED

7. Public Meeting

None.

8. Delegations

None.

9. Staff Reports & Recommendations

a) Administrative Staff Reports

i. ASR-008/2021 Re: Cancellation, Reduction and Refund of Property Tax

Resolution No. C-2021-093
Moved by Councillor MacLellan
Seconded by Councillor Cridland

"THAT Administrative Staff Report ASR-008/2021 respecting cancellation, reduction and refund of property tax be received;

AND THAT Council approve the attached application pursuant to Section 357 of the Municipal Act, 2001, numbered 2020-02 to write off taxes in the amount of $99.15."

CARRIED

DRAFT

ii. ASR-009/2021 Re: COVID-19 Impact Report

Resolution No. C-2021-094
Moved by Councillor Gilmore
Seconded by Councillor MacLellan

"THAT Administrative Staff Report ASR-009/2021 respecting COVID-19 Impact Report be received as information."

CARRIED

iii. ASR-010/2021 Re: Short Term Rentals

Resolution No. C-2021-095
Moved by Councillor MacLellan
Seconded by Councillor Gilmore

"THAT Administrative Staff Report ASR-010/2021 respecting Short Term Rentals be received; and

THAT staff be directed to draft a licensing by-law regulating short term rentals in the Township of Wainfleet for review by Council at the next available meeting."

CARRIED

iv. ASR-011/2021 Re: 2021 Summer Lakeshore Area Management Strategy

Resolution No. C-2021-06
Moved by Councillor MacLellan
Seconded by Councillor Van Vliet

THAT Administrative Staff Report ASR-011/2021 respecting a strategy for the management of issues along the lakeshore areas of the Township for the summer of 2021 be received as information; and

THAT staff continue to liaise and work cooperatively with the Niagara Peninsula Conservation Authority, Niagara Region and Niagara Regional Police to plan for and address any issues that may present on NPCA or Regional lands as well as on other private property along the lakeshore; and

THAT Council consider amendments to the Township's Parking By-law in response to comments received from the public regarding lakeshore area on-street parking opportunities; and

DRAFT

THAT staff be directed a draft return a by-law to regulate Township beaches and road allowance lake accesses at the next available meeting of Council; and

THAT provide further information and potential options for an accessible public washroom facility at Long Beach to the Augustine Road Lake Access at a subsequent meeting of Council.

CARRIED

b) By-law Enforcement Staff Reports

i. BESR-005/2021 Re: Review of Parking and Traffic By-law No. 010-2018

Resolution No. C-2021-097
Moved by Councillor Gilmore
Seconded by Councillor MacLellan

"THAT By-law Enforcement Staff Report BESR-005/2021 respecting the Review of Parking and Traffic By-law No. 010-2018 be received; and

THAT Council consider proposed amendments to Parking and Traffic By-law attached to this report as Appendix A."

CARRIED

c) Drainage Staff Reports

i. DSR-008/2021 Re: Agreement on Share of Assessment

Resolution No. C-2021-098
Moved by Councillor Gilmore
Seconded by Councillor MacLellan

"THAT Drainage Staff Report DSR-008/2020 respecting Apportionment Agreement (MacLellan) be received;

AND THAT the Agreement on Share of Assessment attached hereto as Appendix "A" be approved."

CARRIED

DRAFT

d) Fire Staff Reports

i. MEMORANDUM Re: Central Fire Station Project Update

Resolution No. C-2021-099
Moved by Councillor Van Vliet
Seconded by Councillor Cridland

"THAT the Memorandum from the Fire Chief respecting Central Fire Station Project Update be received for information."

CARRIED

ii. MEMORANDUM Re: Apparatus Update

Resolution No. C-2021-100
Moved by Councillor MacLellan
Seconded by Councillor Van Vliet

"THAT the Memorandum from the Fire Chief respecting Apparatus Update be received for information."

CARRIED

iii. FSR-005/2021 Re: Award of Tender for Rescue-Pumper Apparatus

Resolution No. C-2021-101
Moved by Councillor Van Vliet
Seconded by Councillor Cridland

"THAT Fire Staff Report FSR-005/2021 respecting the award of tender for one (1) Rescue-Pumper Fire Apparatus be received for information.

AND THAT Council approve the purchase for the supply and delivery of a Rescue-Pumper Fire Apparatus, from Dependable Emergency Vehicles at a cost of $584,000.00 (not including HST).

AND THAT the Fire Chief be delegated the authority to proceed with the completion of the Capital Project, provided it falls within the remaining approved Capital Budget amount."

CARRIED

DRAFT

e) Public Works Staff Reports

i. PWSR-005/2021 Re: Award for Engineering Services for Gents Road Bridge

Resolution No. C-2021-102
Moved by Councillor Van Vliet
Seconded by Councillor Cridland

THAT Public Works Staff Report PWSR 005/2021 respecting Award for Engineering Services for Gents Road Bridge be received; and

THAT Council direct the Manager of Operations to engage the services of Ellis Engineering to perform Engineering services for the design as well as Contract Administration for the replacement of Gents Road Bridge with Culverts.

CARRIED

ii. PWSR-006/2021 Re: Award for Waterproofing and Resurfacing of Misener and Buliung Bridges

Resolution No. C-2021-103
Moved by Councillor Van Vliet
Seconded by Councillor Cridland

THAT Public Works Staff Report PWSR-006/2021 respecting Award for Waterproofing and Resurfacing of Misener and Buliung Bridges be received; and

THAT Council direct the Manager of Operations to engage the services of Rankin Construction Inc. to complete the waterproofing and resurfacing of Misener and Buliung Bridges

CARRIED

iii. PWSR-007/2021 Re: Award for Tender for Calcium Chloride for 2021-2023

Resolution No. C-2021-104
Moved by Councillor MacLellan
Seconded by Councillor Van Vliet

THAT Public Works Staff Report PWSR 007/2021 respecting Award for Tender for Calcium Chloride for 2021-2023 be received; and

DRAFT

THAT Council authorize the Manager of Operations to award the tender to Da-Lee Dust Control for the supply and application of Calcium Chloride for 2021-2023.

CARRIED

iv. PWSR-008/2021 Re: Contracting Out Services
With no objection, Council postponed discussion of his item to the next regular meeting of Council.

v. PWSR-009/2021 Re: Site Alteration By-law
With no objection, Council postponed discussion of his item to the next regular meeting of Council.

f) Administrative Memorandum

i. MEMORANDUM Re: Clean Yards By-law & Noise By-law
At the last regular meeting of Council a motion was passed to have the Clean Yards & Noise By-law placed on the April 20, 2021 agenda for discussion.

Noise By-law - Direction was given to staff to inquire into posting avoid engine breaks signage in the village boundary and Chambers Corners.

Clean Yards By-law – Direction was given to staff to bring back the by-law at an upcoming meeting with further clarification surrounding "Inoperative Vehicles"

10. Review of Correspondence

a) C-0123-2021
Avondale Stores Limited requesting a letter of approval for the sale of alcohol on Victoria Day, Canada Day, Labour Day, Thanksgiving Day and Family Day

Resolution No. C-2021-105
Moved by Councillor MacLellan
Seconded by Councillor Van Vliet

"THAT Correspondence item No. C-123-2021 from Avondale Stores Limited requesting a letter of approval for the sale of alcohol on Victoria Day, Canada Day, Labour Day, Thanksgiving Day and Family Day be received and supported."

CARRIED

DRAFT

11. By-laws

Resolution No. C-2021-106
Moved by Councillor Van Vliet
Seconded by Councillor MacLellan

"**THAT** the following By-laws be read and passed this 20th day of April, 2021:

a) By-law No. 012-2021 being a by-law to amend By-law No. 010-2018 being a By-law to regulate traffic and parking in the Township

b) By-law No. 013-2021 being a by-law to amend By-law No. 020-2014 being a By-law to establish a system for administrative penalties respecting the stopping, standing and parking of vehicles

c) By-law No. 014-2021 being a by-law to appoint a By-law Enforcement Officer for the Township of Wainfleet."

CARRIED

12. Notices of Motion
None.

13. Closed Meeting
None.

14. Rise & Report
None.

15. By-law to Confirm the Proceedings of Council

Resolution No. C-2021-107
Moved by Councillor Van Vliet
Seconded by Councillor MacLellan

"**THAT** By-law No. 014-2021 being a by-law do adopt, ratify and confirm the actions of the Council at its meeting held on the 20th day of April, 2021 be read and passed this 20th day of April, 2021."

CARRIED

DRAFT

16. Adjournment

With no objection, the meeting was adjourned at 9:20 p.m.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

DRAFT

TOWNSHIP OF WAINFLEET
"Wainfleet - find your country side!"

PLANNING DEPARTMENT
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PUBLIC MEETING INFORMATION REPORT

Public Meeting:	Tuesday May 11th, 2021 at 7:00 p.m. (Electronic Meeting)
File No.:	P01/2021W & Z04/2021W
Applicant:	Daniel & Kandace Bunz (LandPro Planning Solutions Inc. – Agent)
Subject Property:	Vacant Lot Wills Road (CON 4, PT LOT 30 RP 59R-4992 PT 1 except RP 59R-8241 PT 1)

Purpose of a Public Meeting

The purpose of the Public Meeting is to provide more information about the applications and an opportunity for public input. No recommendations are provided at the Public Meeting and Township Council will not be making any decision at this meeting. A recommendation report will be prepared by staff and presented at a subsequent meeting of Township Council following a full review of the application.

Any person may make written or verbal representation either in support of or in opposition to the proposed Draft Plan of Condominium (Vacant Land) and/or Zoning By-law Amendment. Due to COVID-19 restrictions on public gatherings, the public meeting will be held electronically via Zoom and will be live-streamed through the Township's Youtube page. Members of the public are encouraged to submit written comments to the Deputy Clerk. Members of the public who wish to speak before Council must register with the Deputy Clerk no later than noon on Friday May 7th, 2021 and must have a computer or mobile device to access the Zoom meeting.

As a member of the public, you are welcome to request to be notified of any future public or Council meetings regarding this matter. Please provide your contact information to the Deputy Clerk at mciuffetelli@wainfleet.ca.

Property Information

The subject lands are located on the west side of Wills Road between Highway #3 and Bell Road as shown in Schedule "A". The property is 3.7495 hectares in size and is currently being used for agricultural purposes. The surrounding land uses include residential, commercial and agricultural – an aerial photograph is attached as Schedule "B".

The subject lands are designated as Hamlet in the Regional Official Plan, designated as Village Residential in the Township Official Plan and zoned Development – D under Zoning By-law 581-78.

Application Details

The Draft Plan of Condominium (Vacant Land) proposes 6 units for single detached dwellings and 1 block for a private road.

The Zoning By-law Amendment proposes to rezone the subject property from Development – D to a Residential – R1 zone to permit dwellings.

In support of the applications, the following documents/studies, which are presently undergoing technical review, were submitted:

- Draft Plan of Condominium prepared by LandPro Planning Solutions Inc. (February 2021);
- Planning Justification Report prepared by LandPro Planning Solutions Inc. (February 2021);
- Hydrogeological Assessment prepared by Terra-Dynamics Consulting Inc. (October 2020);
- Functional Servicing & Preliminary Stormwater Management Report prepared by C.F. Crozier & Associates Inc. (February 2021);
- Septic Evaluation & Design prepared by Attema Consulting Services Inc. (February 2021);
- Phase 1 Environmental Site Assessment and Scoped Phase 2 Soil Sampling Program prepared by Terra-Dynamics Consulting Inc. (November 2020).

Consultation

In accordance with the *Planning Act*, a Notice of Public Meeting was mailed to all landowners within 120m of the subject property on April 7th, 2021 and a public notice sign was posted on the subject property. The notice was also posted on the Township's website at www.wainfleet.ca/publicnotices.

The application was circulated to external agencies and internal departments for review and comments on April 7th, 2021.

Comments received prior to the public meeting will be addressed verbally at the public meeting and any comments received after the public meeting will be addressed in the staff report.

Next Steps

A planning report regarding a complete review of the proposed amendment will be brought forward by staff and considered by Council at a later date.

If a person or public body does not make oral submissions at the public meeting or make written submission to the Township of Wainfleet regarding the proposed Draft Plan of Condominium (Vacant Land) and/or Zoning By-law Amendment before the approval authority gives or refuses to give approval to the application, the person or public body is not entitled to appeal the decision of the Township of Wainfleet to the Local Planning Appeal Tribunal.

If a person or public body does not make oral submissions at the public meeting and/or make written submissions to the Township of Wainfleet regarding the proposed Draft Plan of Condominium (Vacant Land) and/or Zoning By-law Amendment before the approval authority gives or refuses to give approval to the application, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

If you wish to be notified of the decision of the Corporation of the Township of Wainfleet in respect of the proposed applications, you must make a written request to the Deputy Clerk of the Township of Wainfleet at the address noted below and quote the appropriate file number(s).

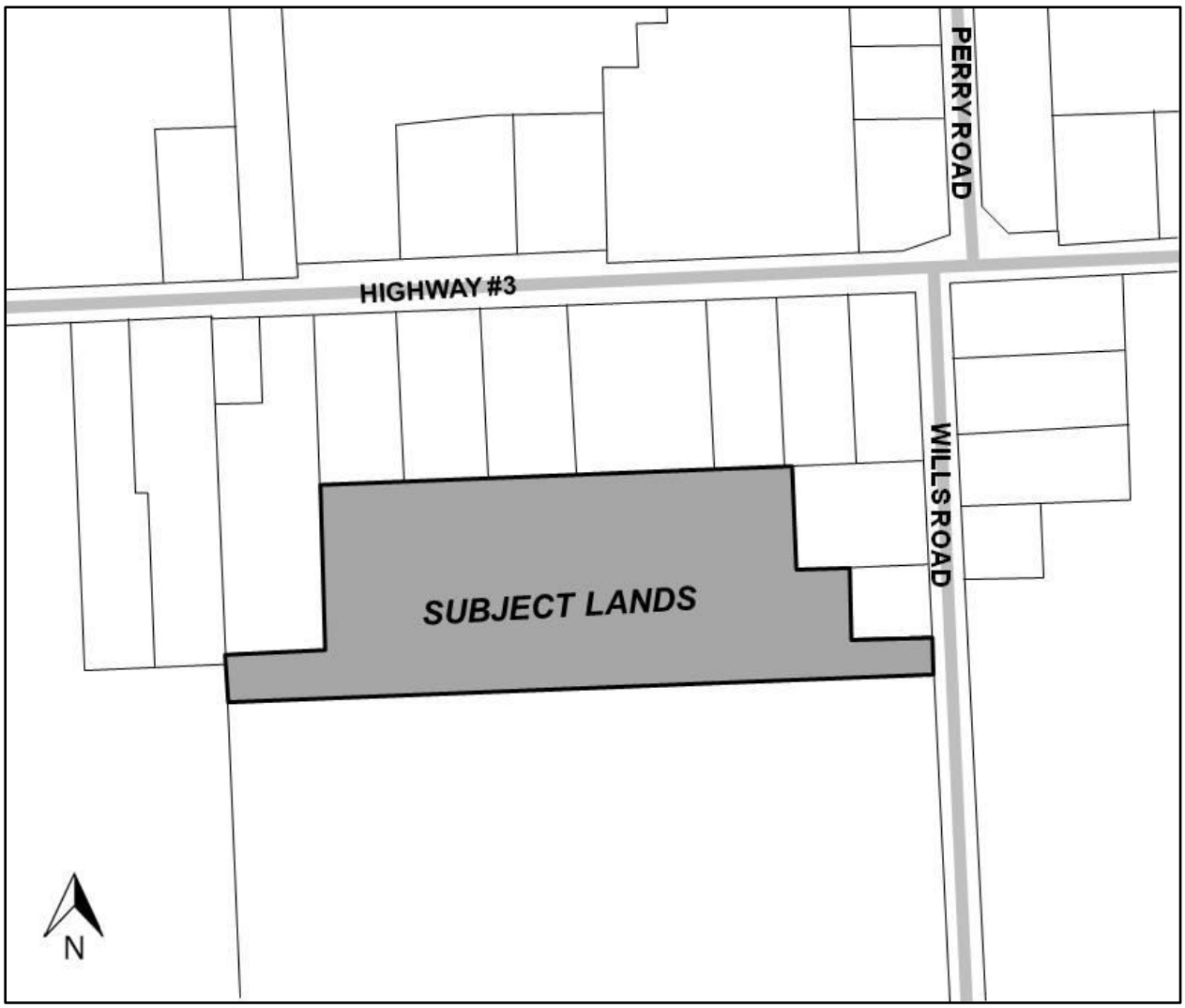
Contact

For further information regarding the proposed applications please contact Sarah Ivins, Planner, at 905-899-3463 ext. 225 or planning@wainfleet.ca.

To submit written comments or to request to be notified of the decision, please contact the Deputy Clerk at mciuffetelli@wainfleet.ca.

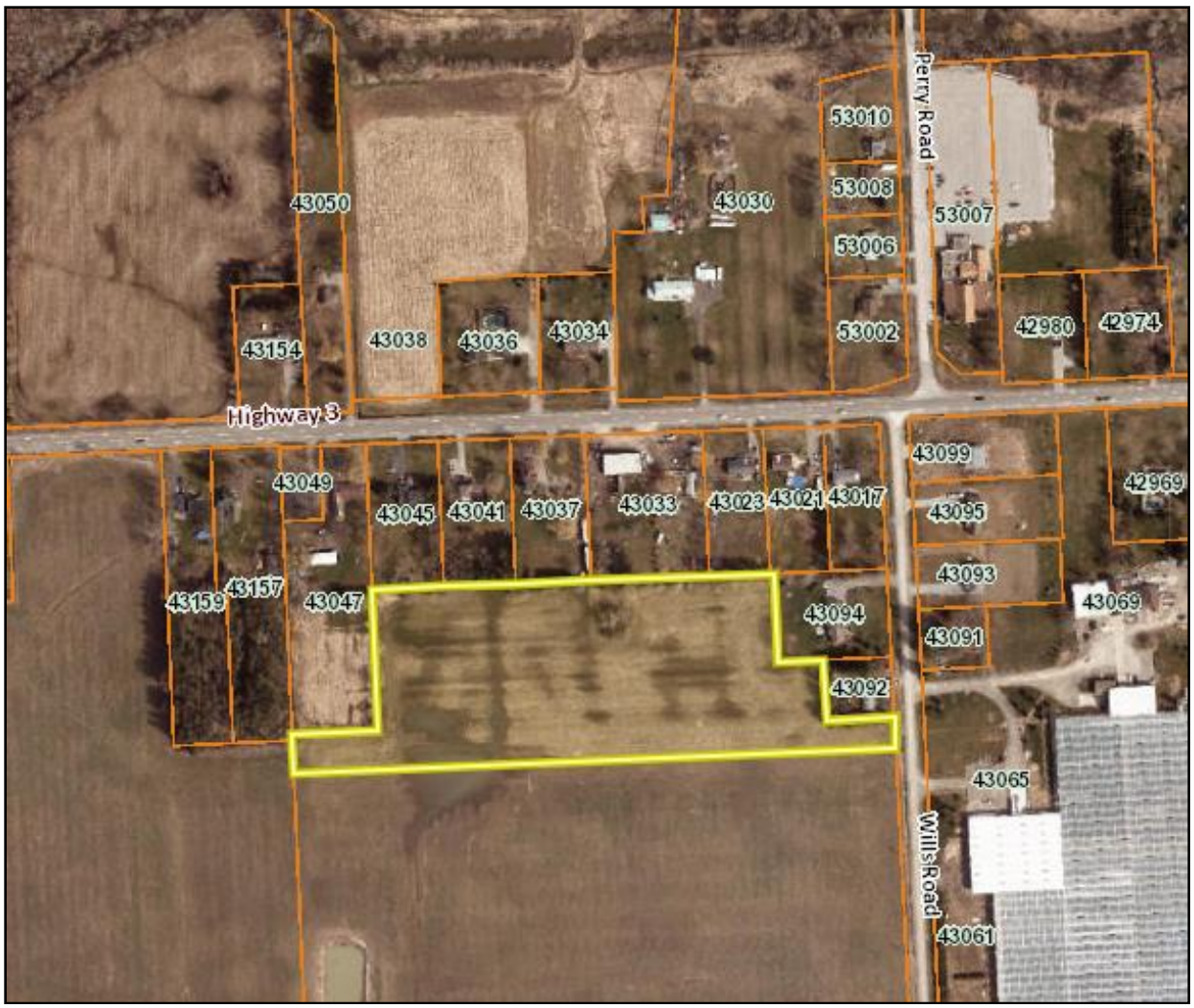
Attachments
Schedule “A” – Location Map
Schedule “B” – Aerial Photograph
Schedule “C” – Draft Plan of Condominium (Vacant Land)

Schedule "A" – Location Map



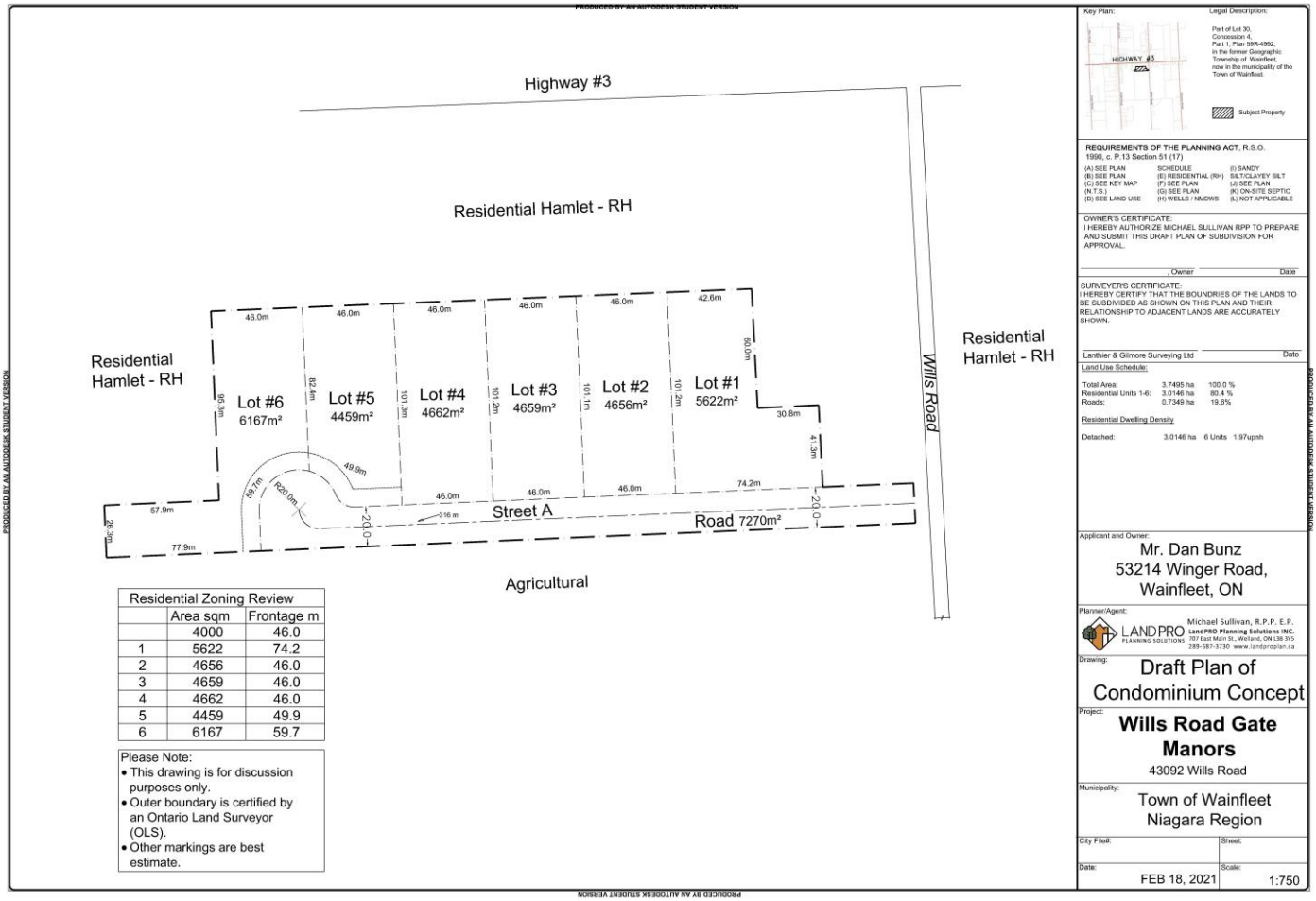
Draft Plan of Condominium Application **Zoning By-law Amendment Application** **Daniel & Kandace Bunz** **LandPro Planning Solutions Inc. (Agent)**	**LOCATION MAP** **TOWNSHIP OF WAINFLEET** *Wainfleet – Find your countryside!*
Vacant Lot Wills Road CON 4, PT LOT 30 RP 59R-4992 PT 1 except RP 59R-8241 PT 1 2714 000 00909002	Date: April 2021 File No.: P01/2021W & Z03/2021W

Schedule "B" – Aerial Photograph



Draft Plan of Condominium Application **Zoning By-law Amendment Application** **Daniel & Kandace Bunz** **LandPro Planning Solutions Inc. (Agent)**	**AERIAL PHOTOGRAPH** **TOWNSHIP OF WAINFLEET** *Wainfleet – Find your countryside!*
Vacant Lot Wills Road CON 4, PT LOT 30 RP 59R-4992 PT 1 except RP 59R-8241 PT 1 2714 000 00909002	Date: April 2021 File No.: P01/2021W & Z03/2021W

Schedule "C" – Draft Plan of Condominium (Vacant Land)



Residential Zoning Review		
	Area sqm	Frontage m
	4000	46.0
1	5622	74.2
2	4656	46.0
3	4659	46.0
4	4662	46.0
5	4459	49.9
6	6167	59.7

Please Note:
- This drawing is for discussion purposes only.
- Outer boundary is certified by an Ontario Land Surveyor (OLS).
- Other markings are best estimate.

Draft Plan of Condominium Application **Zoning By-law Amendment Application** **Daniel & Kandace Bunz** **LandPro Planning Solutions Inc. (Agent)**	**DRAFT PLAN OF CONDOMINIUM** **TOWNSHIP OF WAINFLEET** *Wainfleet – Find your countryside!*
Vacant Lot Wills Road CON 4, PT LOT 30 RP 59R-4992 PT 1 except RP 59R-8241 PT 1 2714 000 00909002	Date: April 2021 File No.: P01/2021W & Z03/2021W

ADMINISTRATIVE STAFF REPORT **ASR-012/2021**

TO: Mayor Gibson & Members of Council

FROM: Meredith Ciuffetelli, Deputy Clerk

DATE OF MEETING: May 11, 2021

SUBJECT: Community Flag Raisings & Flag Protocol Policy

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-012/2021 respecting Corporate Flag Policy be received; and

THAT Council delegate the authority for approving or denying requests for Community Flag Raising(s) that haven't been previously approved by Council within 5 years of the request date to the Clerk; and

THAT the list of approved Community Flag Raisings be brought forward to Council annually for information and review purposes; and

THAT a Community Flag Raising & Corporate Flag Protocol Policy be brought to a subsequent meeting for consideration.

EXECUTIVE SUMMARY:

The purpose of this report is to obtain Council's direction on a Community Flag Raising & Flag Protocol Policy and to seek the delegation of Council authority for approving or denying requests for Community Flag Raisings to the Clerk's Department.

BACKGROUND:

The Clerk's department is in the process of reviewing best practices and related protocol for the flying of flags at municipal facilities. Flags are recognized symbols of nations, territories and community organizations. Community flag raisings enhance public awareness of activities important to Wainfleet residents, and flying flags at half-mast represent official periods of mourning.

A policy and protocol will provide clear direction and an administrative framework for the proper and consistent use of flags and flagpole(s) at Town Hall.

OPTIONS/DISCUSSION:

Wainfleet has had a long practice of recognizing the diversity of its residents and other important community events, through the flying of national and community group flags at Town Hall. A list of raisings approved by Council between 2018-2021 are as follows:

- Age-Friendly Niagara
- Autism Awareness
- Lions International
- Louis Riel Day
- Pride Niagara
- United Way
- Crime Stoppers
- Metis
- Meals on Wheels
- Childhood Cancer Awareness

Staff propose the approval of the above listed flags for the remainder of 2021. The list would be brought back to Council annually for review and discussion.

Currently, flag raising requests are received by the Clerk's Department and are placed on a Council agenda for approval. Historically, once approved by Council, the National Flag of Canada was removed to accommodate the flag raising of another flag. There were concerns with having the National Flag removed so our current process is to hold up the flag for a photo and then have the flag flown on a portable flag pole in the Township lobby.

It has been suggested by members of Council to look into the installation of a separate flag pole specifically designated for community flags.

Should Council approve the installation of a separate flag pole, the following locations are being proposed as potential options:

a) Town Hall next to Canadian Flag (this option would require authorization from the MTO)
b) Parkette at Feeder (this option would require authorization from the MTO)
c) Between the arena and library (shown below in Figure 1)

Figure 1 – Between Wainfleet Arena & Library

It is important to note that as per Canada's flag etiquette, it is improper to fly the Canadian Flag with any other flag. The National Flag of Canada should always be flown on its own mast or flag pole; flag protocol states that is improper to fly two or more flags on the same mast or flag pole (for example, one beneath the other).

Other Options

a) Council direct staff to create a Community Flag Raising & Corporate Flag Protocol Policy and provide direction on separate community flag pole (Recommended)
b) Council leave the flag raising protocol the way it is currently being done
c) Council direct staff to purchase a wall mount flag pole to be erected on the Township's Municipal Office facility

FINANCIAL CONSIDERATIONS:

In early 2020 the quote for purchase and installation of a flag pole was $3,095. Staff are working to obtain up-to-date pricing and will report the information at the next meeting if able to do so.

OTHERS CONSULTED:

a) Operations Department

b) Strategic Leadership Team

ATTACHMENTS:

None.

Respectfully submitted by,

Meredith Ciuffetelli
Deputy Clerk

Approved by,

William J. Kolasa
Chief Administrative Officer/Clerk

ADMINISTRATIVE STAFF REPORT **ASR-013/2021**

TO: Mayor Gibson & Members of Council

FROM: William Kolasa, Chief Administrative Officer

DATE OF MEETING: April 20, 2021

SUBJECT: COVID-19 Impact Report

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-013/2021 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 (declared on April 3, 2020, in collaboration with Niagara Region and its constituent lower tier municipalities) due to the worldwide COVID-19 Pandemic.

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

DISCUSSION:

Current COVID-19 Status

Ontario's third declared Provincial emergency under s 7.0.1 (1) of the Emergency Management and Civil Protection Act (EMPCA) and accompanying province-wide Stay-at-Home order requiring everyone to remain at home except for essential purposes remains in effect until at least May 20, 2021.

During the stay-at-home order, the Township of Wainfleet continues to operate and provide services to our residents remotely. Although the physical doors to Town hall will be closed to the public; staff will continue to offer residents, businesses and visitors services by phone, email, website and social media channels. If alternative arrangements need to be made, in-person appointments may be scheduled for critically essential and time sensitive matters only, while ensuring the health and safety of both residents and staff.

The Township's Water Quality Testing Program continues to operate and residents can pick up water sampling kits and drop off completed water samples during normal business hours (Monday-Thursday from 8:30 am – 4:30 pm, and Fridays from 8:30 am to 9:00 am) using our non-contact pickup/drop off procedures.

The Township's Emergency Control Group continues to meet weekly (or more frequently, if required) to monitor the status of the local and provincial emergency declarations and ensure that Township operations and responses continue to be undertaken appropriately.

COVID-19 Vaccinations

Niagara continues to follow the Province of Ontario's three-phase vaccine distribution plan. As part of that plan: on April 29, 2021, the Province issued a schedule of anticipated vaccine booking eligibility for the month of May as it progresses through the second phase of the distribution plan.

	Week of April 26	Week of May 3	Week of May 10	Week of May 17	Week of May 24
Allocation Method	75% all PHU + 25% to hotspots	50% all PHU + 50% to hotspots	50% all PHU + 50% to hotspots	Allocation on per capita basis[3]	Allocation on per capita basis[3]
Provincial Age Band	April 30: Age band to 55+	Age band to 50+	Age band to 40+	Age band 30+	Age 18+
Hotspot Age Band	April 27: Age band to 45+ in hotspots[2]	Age band to 18+ in hotspots			
Health Conditions	At Highest Risk Health Conditions - continues	High Risk Health Conditions	At risk health conditions		
Cannot Work from Home	April 29: Licensed Childcare workers	Cannot work from home Group 1	Cannot work from home Group 2		

Notes:

[1] Does not include 116k J&J doses or additional AstraZeneca doses; AstraZeneca eligibility remains at 40+

[2] PHUs can continue to target 18+ in hotspots through alternate channels (e.g., hospital clinics and pop-up clinics)

[3] The per capita allocation will be calculated based on the remaining eligible population in each region to ensure equality of access across the province.

The Province will continue to monitor and adjust this schedule as the supply of vaccines becomes more stable and reliable and in response to prevailing conditions.

The Province and health professionals emphasize that vaccines are safe, effective and the best way to protect the public from serious illnesses like COVID-19. Vaccines work

with a person's immune system so their body will be ready to fight the virus if they are exposed. This can reduce the risk of developing COVID-19 and make symptoms milder if someone does get it. Niagara Region has also issued an informational poster on the COVID-19 Vaccine (copy attached).

Wainfleet's first vaccination clinic occurred on March 31, 2021 and was successfully attended by in excess of 450 residents. Clinics continue to operate in the Region on a rotating basis and will increase in frequency as Niagara transitions through Phase II of the vaccine distribution plan.

On May 5, 2021, Niagara Region updated its Vaccination Clinic Schedule to note the addition of a second clinic in Wainfleet on Sunday May 9, 2021. Upcoming clinics include:

Upcoming clinic dates

Date	City / Town	Location
May 3 - 8	West Lincoln	West Lincoln Community Centre
May 9	Wainfleet	Firefighters' Community Hall
May 9 - 10	Fort Erie	Leisureplex
May 10 - 15	Port Colborne	Vale Health and Wellness Centre
May 15 - 16	Niagara-on-the-Lake	Niagara-on-the-Lake Community Centre
May 16 - 22	Pelham	Meridian Community Centre
May 23	Port Colborne	Vale Health and Wellness Centre
May 24 - 25	West Lincoln	West Lincoln Community Centre
May 26 - 27	Port Colborne	Vale Health and Wellness Centre
May 28	West Lincoln	West Lincoln Community Centre
May 29	Niagara Falls	MacBain Community Centre

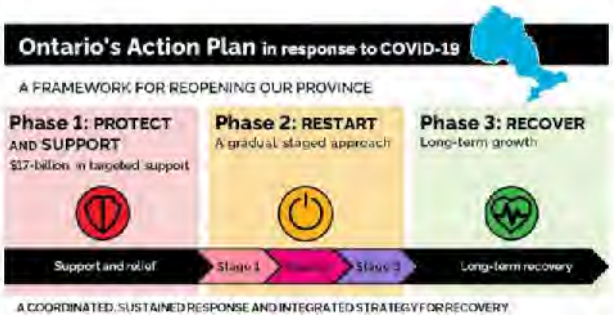
Additional dates and locations will be announced as Niagara Region is able to confirm the supply of additional vaccine doses from the Province of Ontario. Niagara Region's COVID-19 Vaccination webpage details the most current information about vaccines and vaccination processes in the region – including how residents can book their vaccination appointments through the Province of Ontario's booking system.

HISTORY:

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.



In keeping with the gradual approach to reopening Ontario, the Province continues to monitor key public health indicators and as a result of a continuing spike in confirmed COVID cases the Province has initiated a roll back of certain regulations in order to address the current "second wave" facing the Province.

To that end, on November 3, 2020, the Province instituted a 5 phase framework as part of a comprehensive response to a second wave of the coronavirus in an effort to keep Ontario safe and open.

Framework: Adjusting and Tightening Public Health Measures

Act earlier by implementing measures to protect public health and prevent closures

Gradually loosen measures as trends in public health indicators improve

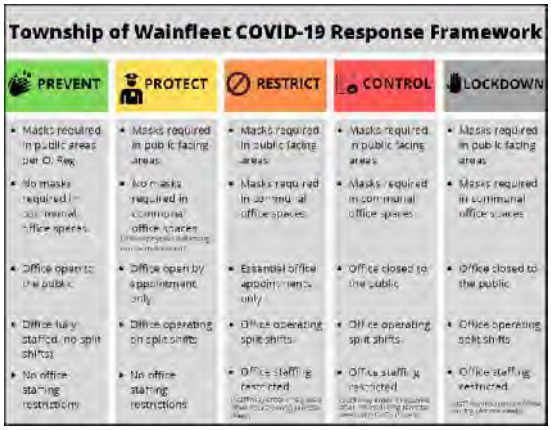
Objective	PREVENT (Standard Measures)	PROTECT (Strengthened Measures)	RESTRICT (Intermediate Measures)	CONTROL (Stringent Measures)	LOCKDOWN (Maximum Measures)
Tactics	Focus on education and awareness of public health and workplace safety measures in place. Restrictions reflect broadest allowance of activities in Stage 3 absent a widely available vaccine or treatment. Highest risk settings remain closed.	Enhanced targeted enforcement, fines, and enhanced education to limit further transmission. Apply public health measures in high risk settings.	Implement enhanced measures, restrictions, and enforcement avoiding any closures.	Implement broader-scale measures and restrictions, across multiple sectors, to control transmission. Restrictions are the most severe available before widescale business or organizational closure.	Implement widescale measures and restrictions, including closures, to halt or interrupt transmission (Return to modified Stage 1 or pre-Stage 1). Consider declaration of emergency.

While the goal of the framework is to have every public health union region in the Province at the Green/Prevent level, the framework is designed to “stack” or “ladder up or down” depending upon how indicators and trends are occurring locally. If trends are improving, control measures are dropped cautiously, level by level, to attempt to ensure there are no significant community or public health impacts with the rollback of measures.

Throughout the pandemic, the Township’s ECG has continued meeting on a regular basis and has undertaken planning and decision-making guided by four key objectives:

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

The Township’s Emergency Control Group has developed a corresponding framework demonstrating the Township’s own response to the various provincially established phases.



Township of Wainfleet COVID-19 Response Framework

PREVENT	PROTECT	RESTRICT	CONTROL	LOCKDOWN
• Masks required in public areas per O. Reg	• Masks required in public facing areas	• Masks required in public facing areas	• Masks required in public facing areas	• Masks required in public facing areas
• No masks required in communal office spaces	• No masks required in communal office spaces	• Masks required in communal office spaces	• Masks required in communal office spaces	• Masks required in communal office spaces
• Office open to the public	• Office open by appointment only	• Essential office appointments only	• Office closed to the public	• Office closed to the public
• Office fully staffed (no split shifts)	• Office operating on split shifts	• Office operating split shifts	• Office operating split shifts	• Office operating split shifts
• No office staffing restrictions	• No office staffing restrictions	• Office staffing restricted	• Office staffing restricted	• Office staffing restricted

The most current Niagara Region COVID-19 statistical information is updated daily on Niagara Region's website: https://www.niagararegion.ca/health/covid-19/statistics/statistics.aspx

Conclusion

The COVID-19 pandemic continues to pose a real 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 have continued to decrease regionally (with occasional spikes), 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 Emergency Control Group continues to meet weekly to monitor and 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:

None.

OTHERS CONSULTED:

1) Emergency Control Group

ATTACHMENTS:

Appendix "A" – Niagara Region Vaccine Poster

Respectfully submitted and approved by,

William J. Kolasa
Chief Administrative Officer

COVID-19 Vaccine

Why should I get the vaccine?

The vaccine will protect you from getting sick with COVID-19. Some people can get very ill from COVID-19, needing hospital care.

How does the vaccine work?

The vaccine tells our body to make antibodies. The antibodies will protect us from getting sick if we are exposed to COVID-19. The vaccine does not have the virus, so you cannot catch COVID-19 by getting the vaccine.

Is the vaccine safe?

Yes. The vaccine has been tested for safety, and Health Canada has approved it for use in Canada. The vaccine is safe for people with diabetes, high blood pressure, heart disease and asthma.

I have allergies. Can I get the vaccine?

The COVID-19 vaccine does not contain eggs, gelatin, preservatives or antibiotics. The nurse will review the list of vaccine ingredients with you to make sure it is safe for you before you are vaccinated.

I've already had COVID-19. Do I need to get the vaccine?

Yes. Immunity from having COVID-19 may not protect you for very long. It is possible to get COVID-19 again. It is better to get the vaccine to stay protected.

Are there any side effects?

The vaccine can cause pain or redness at the injection site, headache, fever, and muscle aches. Most side effects will go away in a few days. A nurse will monitor you for any reactions after you get vaccinated.

Niagara Region

For more information visit: niagararegion.ca/**covid-vaccine** or speak with your Health Care Provider.

ADMINISTRATIVE STAFF REPORT **ASR-014/2021**

TO: Mayor Gibson & Members of Council

FROM: William Kolasa, CAO

DATE OF MEETING: May 11, 2021

SUBJECT: 2021 Summer Lakeshore Area Management Strategy Update

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RECOMMENDATION(S):

THAT Administrative Staff Report ASR-014/2021 respecting an update on the strategy for the management of issues along the lakeshore areas of the Township for the summer of 2021 be received as information; and

THAT staff be authorized to relocate the Township's accessible public washroom facility at Long Beach to the Augustine Road Lake Access as outlined in the report.

EXECUTIVE SUMMARY:

This report serves to provide an update to Report ASR-011/2021 that was considered by Council at its meeting of April 20, 2021, respecting a strategy for the management of issues along the lakeshore areas of the Township for the coming summer season.

BACKGROUND:

At its meeting of April 20, 2021, Council considered Report ASR-011/2021 providing an overview of the challenges facing the Lakeshore Areas of the Township during the summer season and identifying a variety of options to address those challenges. Extensive deliberations concluded with Council adopting the following motion:

Resolution No. C-2021-06
Moved by Councillor MacLellan
Seconded by Councillor Van Vliet

THAT Administrative Staff Report ASR-011/2021 respecting a strategy for the management of issues along the lakeshore areas of the Township for the summer of 2021 be received as information; and

THAT staff continue to liaise and work cooperatively with the Niagara Peninsula Conservation Authority, Niagara Region and Niagara Regional Police to plan for and address any issues that may present on NPCA or Regional lands as well as on other private property along the lakeshore; and

THAT Council consider amendments to the Township's Parking By-law in response to comments received from the public regarding lakeshore area on-street parking opportunities; and

THAT staff be directed a draft return a by-law to regulate Township beaches and road allowance lake accesses at the next available meeting of Council; and

THAT provide further information and potential options for an accessible public washroom facility at Long Beach to the Augustine Road Lake Access at a subsequent meeting of Council.

CARRIED

OPTIONS/DISCUSSION:

Since the last meeting of Council, staff have continued efforts to prepare for the upcoming summer season.

Liaising with Partner Agencies

In accordance with Council direction, staff met with enforcement partners at Niagara Region and the Niagara Region Police Service during the week of May 3, 2021, to review and plan for the 2021 summer season. Staff have confirmed clear lines of communications between the agencies and have reviewed 2021 enforcement plans and priorities. Staff have also identified opportunities to maximize the effectiveness of the limited staff resources that the agencies have to deal with problem areas (ex. Crime Prevention Through Environmental Design [CPTED]) and well as opportunities to further align enforcement tools and enhance the cooperation between the agencies.

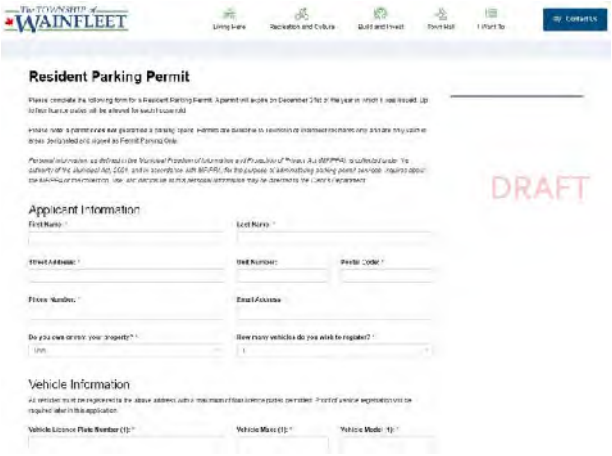
Staff will also continue to explore ways that CPTED can be used to address issues known to occur in Wainfleet (the Toronto Police Service provides some good basic CPTED principles for public consideration on their website) and staff are also looking to implement regular touch-point meetings, in addition to the routine day-to-day communications, to further improve and guide responses to any issues that may arise this coming summer season.

In addition to meeting with Niagara Region and the Niagara Region Police Service, staff will be meeting with our counterparts the Niagara Peninsula Conservation Authority during the week of May 10, 2021, to review NPCA planning efforts for 2021.

Amendments to Parking By-law

On April 20, 2021, Council enacted By-law Nos. 012-2021 and 013-2021 for the purpose of amending the Township's Parking By-law and Administrative Penalties By-law to implement recommended enhanced parking and traffic controls for the upcoming summer season. In addition to providing for better delineation of no stopping, no standing and no parking areas, the amendments also provide for the establishment of a Resident Parking Permit System in targeted lakeshore areas.

Staff have been working on implementation of the new by-law provisions through the acquisition and installation of new regulatory signs, the acquisition of new parking tickets and the creation of an online portal (draft/sample page below) for those residents wishing to obtain parking permits. Once all field markings and signage is installed and the portal is ready to go live, the Township will begin a comprehensive information campaign to ensure that the public is aware of the new regulatory framework.



By-law to Regulate Township Beaches and Road Allowance Lake Accesses

Staff continue efforts to refine a draft by-law to regulate Township-owned beaches as well as (unopened) road allowances that access Lake Erie. Staff anticipate being in a position to present a by-law for the consideration of Council at its next regular meeting.

Public Washrooms at Augustine Road Lake Access

As outlined in Report ASR-011/2021, the Township has historically offered a public washroom in the vicinity of Long Beach at the intersection of Lakeshore Road and Brawn Road. This has been made possible through the generous and community-minded cooperation of the owners of the Hungry Putter, who offer a space for the washroom on their private property.

In light of the numerous complaints from residents located near Long Beach, staff proposed the potential relocation of that portable washroom closer to Long Beach itself: at the Augustine Road Lake Access.

Council's consideration of the options included a series of questions regarding the type of washroom that was required to be installed in light of prevailing health and safety regulations. To address these concerns, staff reached out to Niagara Region Public Health for direction regarding the provision of such public facilities. Public Health confirmed that there are no specific regulations for portable public washrooms (as opposed to prescriptive requirements associated with the provision of portable/ temporary washrooms in specific work environments). Public Health did provide

direction regarding the need for adequate hand sanitization facilities as well as a need to ensure cleaning of the washrooms at least two times each day.

In light of the advice from Public Health regarding portable public washrooms, staff would reiterate the recommendation originally included in Report ASR-011/2021: that Council authorize the relocation of the accessible portable washroom from its normal location at the Hungry Putter to a location directly at the Augustine Road Lake Access (i.e. at the intersection of Hickey Road and Augustine Road). If approved, staff would attempt to install the washroom using appropriate CPTED principles and will closely monitor the installation to ensure that potential negative impacts on nearby residential uses is minimized.

If supported by Council, the lakeshore washroom inventory supplied by the Township would then total six washrooms including:

- One accessible portable washroom plus two regular portable washrooms at the Niagara Regional Public Beach (Wainfleet Lake Erie Public Beach);
- One accessible portable washroom plus one regular portable washroom at Reebs Bay Beach; and
- One accessible portable washroom at the Augustine Road Lake Access (intersection of Hickey Road and Augustine Road).

Each washroom will be provided with appropriate hand sanitization facilities and will be cleaned a minimum of two times per day by Township staff in accordance with direction from Niagara Region Public Health.

FINANCIAL CONSIDERATIONS:

Implementation of the options recommended in this report can be accommodated within the Township's approved 2021 operating budget.

OTHERS CONSULTED:

a) Strategic Leadership Team

ATTACHMENTS:

None.

Respectfully submitted by

William J. Kolasa
Chief Administrative Officer/Clerk

BY-LAW ENFORCEMENT STAFF REPORT BESR-006/2021

TO: Mayor Gibson & Members of Council

FROM: Mark Tardif, By-law Enforcement Officer

DATE OF MEETING: May 11, 2021

SUBJECT: **Review of Clean Yards By-law No.073-2019**

RECOMMENDATION(S):

THAT By-law Enforcement Staff Report BESR-006/2021 respecting a review of the Clean Yards By-law be received; and

THAT housekeeping revisions and a revision to inoperative vehicles to the new Township of Wainfleet Clean Yards By-law No. 016-2021 be presented to Council for ratification.

EXECUTIVE SUMMARY:

The review of Clean Yards By-law No. 073-2019 has been completed on request from Council resulting from a Notice of Motion at the April 20, 2021 regular meeting of Council, regarding section 5.4 keeping inoperative vehicles on a property.

During the brief discussion staff noted that there were issues regarding interpretation of this section and received direction to correct that issue.

BACKGROUND:

When the Township of Wainfleet enacted Clean Yards By-law No.073-2019, one of the fundamental changes was to allow the storage of up to two (2) inoperative vehicles on a property, as compared to the previous by-law, which did not allow any.

While the intent of this section was to be less restrictive on residents, it has been found that there is two ways of interpreting this section of the by-law and both ways have their own challenges and has caused confusion.

OPTIONS/DISCUSSION:

Staff have been working along with the Township solicitor on reviewing section 5.4 being the section that regulates the keeping of inoperative vehicles. The format of this section was used in section 5.6 as well. Section 5.6 regulates keeping and storing new and used building materials on a property.

It was decided that we conduct a full review to ensure that there are no conflicting sections and the interpretation could only be understood one way. During this review

process there was housekeeping items changed to make the by-law flow better, there was no change in the intent, this by-law will be consider the new clean yards by-law.

In the definition of Domestic Waste and Non-Residential Waste, accumulation of fill was removed for those specific definitions, Fill is still a defined term. It was discussed that some properties do need to bring fill in to level out low lying areas and the current wording restricts that, it was found that removing the words Accumulation of Fill and replacing it with a regulation better addresses this issue, section 5.5 now regulates fill.

The major change was section 5.4, the keeping and storing of inoperative vehicles on a property. This section is now under section 6, Inoperative vehicles and Inoperative Motor Vehicles. The restrictions have been made clear and to summarize sections 6.1-6.9 are as follows:

Where an inoperative vehicle is kept or stored on a property, it must be on hundred and fifty (150) meters from any residential dwelling located on an adjacent property and not less than one hundred (100) meters from any lot line on an adjacent property, and

If the inoperative vehicle is missing any major exterior components, such as fenders, hoods, doors, bumpers or grilles such vehicles shall be covered or screened from view, noting that a tarpaulin is not an appropriate cover.
If the inoperative vehicle is not missing these components it may be, but not required to be covered or screened from view.

The section then moves on to trailers whether they are operative or inoperative, any trailer that has any type of cargo inside must be covered at all times, except for the purposes of household garbage which is not permitted to be store on a property due to health and safety reasons. For the purposes of the section regarding trailers a tarpaulin is an appropriate cover.

The last two sections have not be changed from the last version of this by-law, being that vehicle parts are not permitted to be stored on the property and that no person shall use their property for the purpose of wrecking or salvaging parts for sale unless permitted by the Townships Zoning By-law.

Options at this time are as follows:

1) Approve the new Clean Yards By-law as attached in Appendix “B” (Recommended)
2) Maintain the current Clean Yards By-law No. 073-2019
3) Provide alternative direction to staff regarding an update for the Clean Yards By-law.

FINANCIAL CONSIDERATIONS:

There are no extra financial costs to the implement any of the changes. Staff time is allotted for in the operating budget.

OTHERS CONSULTED:

1) Strategic Leadership Team
2) Township Solicitor

ATTACHMENTS:

1) Appendix "A" Current Clean Yards By-law
2) Appendix “B” New Clean Yards By-law

Respectfully submitted by,

Mark Tardif
By-law Enforcement Officer

Reviewed by,

Lee Gudgeon
Manager of Protective Services

Approved by,

William Kolasa
Chief Administrative Officer

APPENDIX “A”

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THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET

BY-LAW NO. 073-2019

Being a By-law for Maintenance of Yards
in the Township of Wainfleet.

WHEREAS section 11 of the *Municipal Act, 2001 S.O 2001,* as amended, provides that a municipality may pass by-laws respecting among other things, health, safety and the well being of persons and waste management;

WHEREAS section 127 of the *Municipal Act, 2001, S.O 2001, c. 25* as amended*,* provides that a local municipality may require an owner or occupant of land to clean and clear the land, not including buildings, or to clear refuse or debris from land, not including buildings; to regulate when and how such matters shall be done; to prohibit depositing refuse or debris on land without consent of the owner or occupant of land; and to define refuse;

WHEREAS section128 of the *Municipal Act, 2001 S.O 2001,* as amended, provides that a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become public nuisances;

WHEREAS section131 of the *Municipal Act, 2001 S.O 2001,* as amended, provides that a municipality may prohibit and regulate the use of any land for the storage of motor vehicles for the purpose of wrecking or dismantling them or salvaging parts from them for sale or other disposition;

WHEREAS section 434(1) of the *Municipal Act, 2001*, as amended provides that a municipality may require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under this Act.

WHEREAS section 446 of the *Municipal Act, 2001*, as amended provides that where a municipality has authority under the Municipal Act or any other Act or under a by-law made under the Municipal Act or any Act to direct or require a person to do a matter of thing, the municipality may also provide that, in default of it being done by the person directed to do it, the matter or thing shall be done at the person's expense and the municipality may recover the expenses incurred by action or by adding the cost to the tax roll and collecting them in the same manner as property taxes;

NOW THEREFORE the Council of the Corporation of the Township of Wainfleet enacts as follows:

1. **Short Title**

1.1 This by-law shall be known as the "Clean Yards By-law".

1.2 **Definitions**

1.2.1 In this by-law:

(1) **"Administrative Monetary Penalty"** means a monetary penalty applied to a Person for contravention of a section or part of this By-law.

(2) **"Agricultural Operation"** means an agricultural operation as defined by the Farm and Food Production Protection Act.

(3) **"Buffer Strip"** means a minimum 6 metre (19.69 foot) wide strip immediately adjacent to the lot lines and along all boundaries of the whole lot or parcel of land.

(4) **"Domestic Waste"** means any debris, rubbish, Sewage, effluent, discard, or garbage of a type arising from a residence, belonging to or associated with a house or residential property, which for greater certainty includes all garbage, discarded material or things, broken or dismantled things, and materials or things exposed to the elements for which they were not designed, and materials deteriorating or decaying on a property due to exposure or the weather. Domestic Waste does not cease to become Domestic Waste by reason that it may be commercially saleable or recyclable or hold potential value. For greater certainty, Domestic Waste includes but is not limited to the following classes of material regardless of the nature, value, potential of the material, article or thing:

a) Accumulations of grass clippings, tree cuttings, brush, leaves and garden refuse;

b) Paper, paper cartons, and other paper products;

c) Rotting vegetable matter or rotting animal matter, unless it is being composted in accordance with generally accepted composting practices;

d) Disconnected appliances including refrigerators, stoves, dishwashers, microwaves, freezers, washers, dryers, water coolers, or any part or parts of such items;

e) Electronic devices including televisions, computers, tablets and related components, radios, amplifying devices, speakers, audio visual players and any parts or accessories of such items;

f) Furnace or furnace parts, air conditioners, ducting, pipes, heat pumps, fittings, pipes and wiring;

g) Derelict water or fuel tanks;

h) Inoperative Vehicles or machinery, Inoperative Motor Vehicles and parts or accessories of such items;

i) Inoperative bicycles, lawnmowers, engines and mechanical tools, including hand tools and power tools and any accessories of such items;

j) Broken or discarded furniture being kept out of doors;

k) Crockery, dishes, pots and pans and small kitchen appliances;

l) Animal waste products, hides, parts of carcasses other than those arising from commercial, industrial or agricultural businesses in legal operation on the property;

m) Animal excrement;

n) Construction, demolition, repair or renovation material or debris accumulated or left over from such work;

o) Accumulations of Fill.

(5) **"Fill"** shall mean any soil, dirt, asphalt, concrete, bricks, branches or roots of trees or bush or any other like materials.

(6) "**Inoperative Motor Vehicle**" includes any motor Vehicle other than a motor vehicle which is currently licensed and displaying a valid validation sticker on a property on which it is stored, unless it is required for the operation of an Agricultural Operation or business enterprise lawfully situated on the property.

(7) "**Inoperative Vehicle**" includes machinery, trailers, boats, recreational vehicles, other than a Vehicle which is currently licensed, on a property on which it is stored, or items that are unable to operate as a result of being dismantled, broken or incomplete, decayed or dilapidated, unless it is required for the operation of an Agricultural Operation or business enterprise lawfully situated on the property.

(8) **"Last Known Address"** means the address which appears on the latest returned assessment roll of the Corporation of the Township of Wainfleet.

(9) **"Medical Officer of Health"** means the Medical Officer of Health for the Regional Municipality of Niagara.

(10) **"Municipally-Owned Lands"** means property owned or maintained by the Corporation of the Township of Wainfleet shown on the latest revised assessment roll and shall include all municipal road allowances and right of ways.

(11) **"Naturalized Area"** means land or a portion of lands covered by vegetation which is landscaped and maintained with a variety of flowers or plants, with or without grasses, or left to naturally grow a variety of indigenous plants.

(12) **"Non-Residential Waste"** means debris, rubbish, refuse, sewage, effluent, discard or garbage of a type arising from non-residential operations, or belonging to or associated with non residential uses, which for greater certainty includes all garbage, discarded material or things, broken or dismantled things and materials or things exposed to the elements, and materials deteriorating or decaying on the property due to the exposure or the weather, and for greater certainty, includes but is not limited to the following classes of materials regardless of the nature or condition of the material, article or thing:

a) Debris, discarded things or matter, or effluent which in whole or in part are derived or are constituted from or consist of:

(i) Animal or vegetable matter, paper, lumber or wood; or

(ii) Mineral, metal or chemical or fill contaminated with petrochemical or petroleum products;

b) Piles of miscellaneous plastic, wood or metal parts, or combinations of such materials;

c) Automotive parts, Inoperative Vehicles, Vehicle Parts, inoperative mechanical equipment, mechanical parts, accessories or adjuncts to the vehicles and mechanical equipment;

d) Piping, ducting, tubing, conduits, cable, wire and fittings or related accessories, with or without adjuncts and not packaged for immediate shipment;

e) Material resulting from or as part of, construction, demolition, repair or renovation projects including dust, debris and left over material;

f) Rubble or Fill;

g) Bones, feathers, hides or other animal parts or carcasses;

h) Accumulations of Fill.

(13) **"Noxious Weed"** shall mean a noxious weed designated by or under the Weed Control Act, R.S.O. 1990, Chapter W.5, including any weed designated as a local noxious weed under a by-law of the Township passed under that Act.

(14) **"Occupant"** shall include a person occupying land by way of leasing or renting or otherwise and will include a person, firm, partnership, corporation, company, association or organization of any kind and it's principal.

(15) **"Officer"** shall mean a By-law Enforcement Officer appointed by the Township of Wainfleet, a member of the Niagara Regional Police (NRP), Ontario Provincial Police (OPP), Royal Canadian Mounted Police (RCMP), Canadian National Police (CNP) or any designated Provincial Offences Officer.

(16) **"Order"** shall mean any notice of non-compliance issued under this By-law.

(17) **"Owner"** shall mean a Person(s) who is registered as the property owner on the latest returned assessment roll of the Corporation of the Township of Wainfleet.

(18) **"Person"** shall mean an individual, firm, corporation, association or partnership and includes an Owner.

(19) **"Property"** shall mean any land, grounds, Yard or Vacant Lands.

(20) **"Refuse"** shall include all manner of waste, debris or Sewage and shall also include Domestic Waste and Non-Residential Waste.

(21) **"Regionally-Owned Lands"** means property owned or maintained by the Regional Municipality of Niagara shown on the latest revised assessment roll and shall include all regional road allowances and right of ways.

(22) "**Sewage**" means and includes any liquid waste containing human, animal, vegetable, or mineral matter, waste that is in suspension whether Domestic Waste, Non-Residential Waste or any other waste whether in suspension or precipitated, but does not include roof water or storm run-off.

(23) **"Standing Water"** means any water, other than Treated Water or a natural body of water that exists on a permanent basis or is contained within a municipally owned stormwater management facility.

(24) **"Township"** shall mean the Corporation of the Township of Wainfleet.

(25) **"Treated Water"** means water that has been treated with a larvicide or otherwise so as to minimize any potential health, safety or medical hazard to any person and shall include water which is continuously passed through a filter system to remove contaminants or water which is otherwise continuously circulated by mechanical means.

(26) **"Turf Grass Area"** shall mean the ground cover comprised of one or more species of growing grass with or without trees, shrubbery or maintained planting beds for other vegetation.

(27) **"Vacant Land"** shall mean land with no building(s) or having no land use established.

(28) **"Vehicle"** shall mean a vehicle as defined by the Highway Traffic Act, R.S.O. 1990, Chapter H.8.

(29) **"Vehicle Parts"** shall mean and include any component, element or accessory whether operable or not, used in the assembly, construction, maintenance or repair of a Vehicle.

(30) **"Yard"** shall mean land, other than publicly owned land, around and appurtenant to the whole part of a building (and used, or capable of being used in connection with a building).

2. **Exemption**

2.1 Nothing in this By-law shall apply so as to prevent an Agricultural Operation from carrying out a normal farm practice under the Farming and Food Production Protection Act, 1998, S.O.1998, Chapter 1, as amended.

2.2 The provisions and regulations of this By-law do not apply to Municipally-Owned Lands, Regionally-Owned Lands or materials and equipment directly related to construction works on lands on which construction is actively proceeding in accordance with a permit issued pursuant to the Building Code Act or applicable law.

3. **Maintenance of all Property**

3.1 Every Owner shall keep the vegetation on their Property clear and cleaned up.

3.2 For the purposes of section 3.1, "clear and cleaned up" shall mean:

(1) The removal of Noxious Weeds from all Turf Grass Areas, Naturalized Areas and Buffer Strips;

(2) In Turf Grass Areas, grass shall be cut and maintained at a height of not greater than 200 mm (8 in);

(3) In Naturalized Areas, the cutting of vegetation other than trees or shrubbery so that the vegetation is maintained at a height of not greater than 200 mm (8 in) within a Buffer Strip.

(4) All trees, shrubbery and vegetation shall be maintained to ensure that they do not affect the safety, visibility or passage of the general public, cause a visual obstruction of a road or intersection, or cause or potentially cause damage or injury to any persons or property.

4. **Standing Water**

4.1 No Owner shall permit an excavation, swimming pool, hot tub, wading pool, fountain, artificial pond, bird bath or debris located on their Property to contain Standing Water for a period in excess of four (4) days.

4.2 Every Owner shall ensure that any swimming pool, hot tub, wading pool, fountain or artificial pond on their Property is maintained in proper operating condition and in good repair.

4.3 No Owner shall discharge, or permit to be discharged, any water or sewage onto a neighboring property.

5. **Property Condition**

5.1 Every Owner shall keep their Property free and clear of Domestic Waste, Non-Residential Waste or any other thing that may constitute a health, fire or safety hazard.

5.2 No Person shall use or permit the use of any Property or structure within the Township for dumping or disposing of Domestic Waste, Non-Residential Waste or any other thing that may constitute a health, fire or safety hazard.

5.3 Every Owner shall keep their Property free and clear of Inoperative Vehicles and Inoperative Motor Vehicles.

5.4 Notwithstanding Section 5.3, an Owner may keep up to a total of two (2) Inoperative Vehicles or Inoperative Motor Vehicles on their Property provided that:

(1) The Property is not Vacant Land;

(2) Any such Inoperative Vehicle or Inoperative Motor Vehicle is not missing any components;

(3) Notwithstanding Section 5.4 (2), if an Inoperative Vehicle or Inoperative Motor Vehicle is missing any components including but not limited to fenders, hoods, doors or tires, such Inoperative Vehicle or Inoperative Motor Vehicle may be kept on a Property if the said Inoperative Vehicle or Inoperative Motor Vehicle is covered with an appropriate cover or otherwise screened from view;

(4) The Inoperative Vehicle or Inoperative Motor Vehicle is kept 153 metres (500 feet) from any neighbouring residential property, Municipally-Owned Property or Regionally-Owned Property;

(5) For the purposes of Section 5.4 (3), a tarpaulin is not an appropriate cover;

(6) Nothing in this section shall serve to authorize the keeping of Vehicle Parts on a Property.

5.5 No Owner shall use any land in the Township for storing Inoperative Motor Vehicles, Inoperative Vehicles or Vehicle Parts for the purpose of wrecking, dismantling or salvaging any of them for sale or other disposal, including for the purposes of repairing other Vehicles, unless such use is legally permitted by the Township of Wainfleet Zoning By-law.

5.6 Every Owner shall keep their Property free and clear of new or used building materials except the temporary storing of new or used building materials intended for imminent construction projects on the Property.

5.7 Where new and used building materials are kept on a Property in accordance with Section 5.6,

(1) All materials shall be kept not less than 3 metres (9.84 feet) from any property line;

(2) All materials shall be covered or otherwise screened from view.

6. **Enforcement**

6.1. An Officer may enter upon land and inspect the land or structures for the purposes of determining whether:

(1) The land is being maintained in accordance with this By-law;

(2) The land or structure is being used for the dumping or disposing of garbage, Refuse, Fill, Domestic Waste or Non-Residential Waste of any kind;

(3) The land is being used for the storage of any Inoperative Vehicle, Inoperative Motor Vehicle or for the purpose of wrecking or dismantling them or salvaging parts thereof for sale of disposal;

(4) The Owner has complied with any Order sent by an Officer, or

(5) There is compliance or non-compliance with any other provision of this By-law.

6.2 An Officer may make an Order requiring the Owner of land to bring the land into compliance with the provisions of this By-law.

6.3 An Order made under Section 6.2 shall indicate the time for complying with the Order and advise the Owner that if remedial action is not carried out within the time prescribed in the Order, that the Township may issue a Penalty Notice for every day that the Property is not in compliance and that the Township may carry out any required remedial action at the Owner’s expense.

6.4 An Order made under Section 6.2 may be:

(1) Sent by registered mail to the Last Known Address of the Owner and which shall be deemed served after five (5) business days;

(2) Posted on the land in a conspicuous location and which shall be deemed served immediately upon such posting; or

(3) Personally delivered to the Owner and which shall be deemed served immediately upon such personal service.

6.5 Every Person shall permit an Officer, upon the production of identification and for the purpose of inspection by the Township, to inspect the land or structure for any purpose contained in the By-law.

6.6 Every Person shall comply with an Order issued under this By-law within the time specified for compliance.

6.7 Where a Person fails to comply with an Order issued under this By-law within the time specified for compliance, the Officer with such assistance by others as may be required and upon reasonable notice may, at the expense of the Owner:

(1) Take the action necessary to bring the Property into compliance with the applicable sections of this By-law,

(2) Clean, clear or remove from the land or structure any or all garbage, refuse, fill, Inoperative Vehicles, Inoperative Motor Vehicles, Sewage, long grass, weeds, trees and shrubs, Domestic Waste or Non-Residential Waste of any kind or anything that may constitute a health, fire, or safety hazard.

(3) Remove any Inoperative Vehicle or Inoperative Motor Vehicle that does not comply with this By-law and any Vehicle Parts stored for the purpose of wrecking, dismantling or the salvaging parts thereof for sale or other disposal.

6.8 Where any action is taken to bring land into compliance with this By-law or items, materials or things are removed from any land pursuant to this By-law, the Township shall not be liable to compensate the Owner or any other Person by reason of anything done by or on behalf of the municipality in the reasonable exercise of its powers under this By-law.

6.9 The Owner of any land against which any proceedings are brought or against which any action is taken in accordance with this By-law shall pay the applicable fees and charges of the municipality.

6.10 An Owner shall pay the applicable fees and charges within thirty (30) days of the date on which an Order becomes final or the date on which a conviction is pronounced or the date on which an action is taken.

6.11 Overdue fees and charges imposed in accordance with this By-law shall be added to the tax roll of the Owner and collected in the same manner and with the same priorities as municipal real property taxes.

7. **Offences and Penalties**

7.1. Every Person who contravenes any provision of this By-law is guilty of an offence and upon conviction is subject to a fine in accordance with the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.

7.2. Every Person who contravenes any provision of this By-law is guilty of any offence and an Officer may issue an Administrative Monetary Penalty notice immediately upon evidence of a violation to the Owner or after an Order of non-compliance has expired without compliance being achieved. Administrative Monetary Penalty notices may be issued daily to owners and operators in accordance with the Non-Parking AMPS By-law No. 027- 2019.

7.3. No Person shall hinder or obstruct an Officer from carrying out an inspection of lands, nor shall any person obstruct any employee or agent authorized to carry out work for the Township specified in an Order issued hereunder.

7.4. The Administrative Penalties for offences under this By-law are set out in Schedule “A”, attached hereto and forming part of this By-law.

8. **Validity**

8.1. Should any provision, or any part of any provision, of this By-law be declared invalid or to be of no force and effect by a court of competent jurisdiction, it is the intent of Council that such provision, or part of a provision, shall be severed from this By-law, and every other provision of this by-law shall be applied and enforced in accordance with its terms to the extent possible according to law for ensuring a minimum standard for maintenance of property.

9. **Repeal and Enactment**

9.1. By-law No. 1275-92 of the Corporation of the Township of Wainfleet and any amendments thereto are hereby repealed.

10. **Date of Enactment**

10.1. This By-law shall come into force, take effect and be passed on the date of final passage.

BY-LAW READ A FIRST TIME THIS 12TH DAY OF NOVEMBER, 2019.

BY-LAW READ A SECOND TIME THIS 12TH DAY OF NOVEMBER, 2019.

BY-LAW READ AND PASSED THIS 12th DAY OF NOVEMBER, 2019.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

Schedule “A” to By-law No. 073-2019

Clean Yards By-law
Short Form Wording and Administrative Penalties

Section	Short Form Wording	Penalty
3.1	Fail to keep vegetation on Property clear and cleaned up	$100.00
4.1	Fail to keep Property free of Standing Water	$100.00
4.2	Fail to maintain swimming pool/hot tub/wading pool/ fountain/artificial pond	$100.00
4.3	Discharge water/sewage on a neighboring property	$150.00
5.1	Fail to keep Property clear of Domestic Waste/Non-Residential Waste	$100.00
5.1	Fail to keep Property clear of item constituting a health, fire, or safety hazard	$150.00
5.2	Use or permit use of Property for dumping	$250.00
5.3	Fail to keep Property clear of Inoperative Vehicles/ Inoperative Motor Vehicles	$150.00
5.5	Use land for wrecking, dismantling or salvaging parts for sale or repair	$150.00
5.6	Fail to keep land clear of new or used building materials	$150.00
6.6	Fail to comply with Order	$300.00
6.5	Hinder or obstruct an Officer conducting inspection	$250.00

APPENDIX “B”

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THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET

BY-LAW NO. 016-2021

Being a By-law for Maintenance of Yards
in the Township of Wainfleet.

WHEREAS sections 8, 9 and 11 of the *Municipal Act, 2001*, S.O 2001, c. 25 ("*Municipal Act, 2001"* or "the statute") authorize a municipality to pass by-laws respecting the economic, social and environmental well-being of the municipality, the health, safety and well-being of persons, the protection of persons and property and waste management;

AND WHEREAS section 127 of the *Municipal Act, 2001*authorizes a municipality to define "refuse";

AND WHEREAS section 127 of the *Municipal Act, 2002* further provides that a municipality may require an owner or occupant of land to clean and clear the land, to clear refuse or debris from land and to regulate when and how such matters shall be done;

AND WHEREAS section 127 of the *Municipal Act, 2001* further provides that a municipality may prohibit the depositing of refuse or debris on land without consent of the owner or occupant of land;

AND WHEREAS section128 of the *Municipal Act, 2001* provides that a municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become public nuisances;

AND WHEREAS section 129 of the *Municipal Act, 2001* provides that a municipality may prohibit and regulate with respect to noise, vibration, odour and dust;

AND WHEREAS section131 of the *Municipal Act, 2001* provides that a municipality may prohibit and regulate the use of any land for the storage of used motor vehicles for the purpose of wrecking or dismantling them or salvaging parts from them for sale or other disposition;

AND WHEREAS section 425 of the *Municipal Act, 2001* provides that a municipality may pass by-laws providing that any by-law of the municipality passed under the statute is guilty of an offence;

AND WHEREAS section 429 of the *Municipal Act, 2001* provides that a municipality may establish a system of fines for offences under a by-law of the municipality passed under the statute;

AND WHEREAS section 434.1 of the *Municipal Act, 2001* provides that a municipality may require a person to pay an administrative monetary penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the statute;

AND WHEREAS section 444 of the *Municipal Act, 2001* provides that if a municipality is satisfied that a contravention of a by-law passed by the municipality under the statute has occurred, it may make an order requiring the person who contravened the by-law or who caused or permitted the contravention, or the owner of occupier of the land on which the contravention occurred, to discontinue the contravening activity;

AND WHEREAS section 445 of the *Municipal Act, 2001* provides that if a municipality is satisfied that a contravention of a by-law passed under the statute has occurred, it may make an order requiring the person who contravened the by-law or who caused or permitted the contravention, or the owner or occupier of the land on which the contravention occurred, to do work to correct the contravention;

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

AND WHEREAS the Council of the Corporation of the Township of Wainfleet has deemed it to be in the public interest to enact this by-law;

NOW THEREFORE the Council of the Corporation of the Township of Wainfleet enacts as follows:

1. **Short Title**

1.1 This by-law shall be known as the "Clean Yards By-law".

1.2 **Definitions**

1.2.1 In this by-law:

(1) **"Administrative Monetary Penalty"** means a monetary penalty applied to a Person for failing to comply with any section or part of this by-law.

(2) **"Agricultural Operation"** means an agricultural operation as defined by the *Farming and Food Production Protection Act, 1998*, S.O. 1998, c. 1 ("*Farming and Food Production Protection Act, 1998*").

(3) **"Buffer Strip"** means a minimum 6 metre (19.69 foot) wide strip immediately adjacent to the lot lines of any lot or parcel of land and along all boundaries of the whole lot or parcel of land.

(4) **"Domestic Waste"** means any debris, rubbish, Sewage, effluent, discard, or garbage of any type that arises from, belongs to or is associated with a house or residential property, including but not limited to all garbage, discarded material or things, broken or dismantled things, materials or things exposed to the elements for which they were not designed, and materials deteriorating or decaying on a property due to exposure or the weather. Domestic Waste

does not cease to become Domestic Waste by reason that it may be commercially saleable or recyclable or hold potential value.

For greater certainty, Domestic Waste includes but is not limited to the following classes of material regardless of the nature, condition, value or potential of the material, article or thing:

a) Accumulations of grass clippings, tree cuttings, brush, leaves and garden refuse;

b) Paper, paper cartons, and other paper products;

c) Rotting vegetable matter or rotting animal matter, unless it is being composted in accordance with generally accepted composting practices;

d) Disconnected appliances including refrigerators, stoves, dishwashers, microwaves, freezers, washers, dryers, water coolers, or any part or parts of such items;

e) Electronic devices including televisions, computers, tablets and related components, radios, amplifying devices, speakers, audio visual players and any parts or accessories of such items;

f) Furnace or furnace parts, air conditioners, ducting, pipes, heat pumps, fittings, pipes and wiring;

g) Derelict water or fuel tanks;

h) Inoperative Vehicles and any parts and/or accessories of such items;

i) Inoperative Motor Vehicles and any parts and/or accessories of such items;

j) Inoperative bicycles, lawnmowers, engines and mechanical tools, including hand tools and power tools and any parts and/or accessories of such items;

k) Broken or discarded furniture being kept out of doors;

l) Crockery, dishes, pots and pans and small kitchen appliances;

m) Animal waste products, hides and parts of carcasses other than those arising from commercial, industrial or agricultural businesses in legal operation on the property;

n) Animal excrement; and

o) Construction, demolition, repair or renovation material and/or debris accumulated or left over from such work.

(5) **"Fill"** means any soil, dirt, asphalt, concrete, bricks, branches or roots of trees or bush or any other like materials.

(6) **"Highway"** has the same meaning as in the *Highway Traffic Act*, R.S.O. 1990, c. H.8 ("*Highway Traffic Act*") and, for greater certainty, includes all municipal, regional and provincial highways within the boundaries of the Township of Wainfleet.

(7) "**Inoperative Motor Vehicle**" includes any Motor Vehicle situated, stored or kept on a Property other than a Motor Vehicle that is licensed and displays a valid and current validation sticker, but does not include a Motor Vehicle that is required for the operation of an Agricultural Operation or business enterprise lawfully situated on the Property.

(8) "**Inoperative Vehicle**" includes any machinery, trailers, boats, recreational vehicles and similar items situated, stored or kept on a Property and any such items that are unable to operate as a result of being dismantled, broken or incomplete, decayed or dilapidated, but does not include a Motor Vehicle or other Vehicle that is licensed and displays a valid and current validation sticker where applicable or machinery, trailers, boats, recreational vehicles or similar items that are required for the operation of an Agricultural Operation or business enterprise lawfully situated on the Property.

(9) **"Last Known Address"** means the address which appears on the latest revised assessment roll of the Township.

(10) **"Medical Officer of Health"** means the Medical Officer of Health for the Regional Municipality of Niagara.

(11) **"Motor Vehicle"** means a motor vehicle as defined in the *Highway Traffic Act*.

(12) **"Municipally-Owned Lands"** means Property owned or maintained by the Corporation of the Township of Wainfleet shown on the latest revised assessment roll of the Township and shall include all municipal road allowances and rights of way.

(13) **"Naturalized Area"** means lands or a portion of lands covered by vegetation which is landscaped and maintained with a variety of flowers or plants, with or without grasses, or left to naturally grow a variety of indigenous plants.

(14) **"Non-Residential Waste"** means any debris, rubbish, Sewage, effluent, discard or garbage of any type that arises from, belongs to or is associated with non-residential uses, including but not limited to all garbage, discarded

material or things, broken or dismantled things and materials or things exposed to the elements, and materials deteriorating or decaying on the property due to the exposure or the weather. Non-Residential Waste does not cease to become Non-Residential Waste by reason that it may be commercially saleable or recyclable or hold potential value.

For greater certainty, Non-Residential Waste includes but is not limited to the following classes of materials regardless of the nature, condition, value or potential of the material, article or thing:

a) Debris, discarded things or matter, or effluent which in whole or in part are derived or are constituted from or consist of:

(i) Animal or vegetable matter, paper, lumber or wood; or

(ii) Mineral, metal or chemical or fill contaminated with petrochemical or petroleum products;

b) Piles of miscellaneous plastic, wood or metal parts, or combinations of such materials;

c) Inoperative Vehicles and any parts and/or accessories of such items;

d) Inoperative Motor Vehicles and any parts and/or accessories of such items;

e) Vehicle Parts;

f) Piping, ducting, tubing, conduits, cable, wire and fittings or related accessories, with or without adjuncts and not packaged for immediate shipment;

g) Material resulting from or as part of, construction, demolition, repair or renovation projects including dust, debris and left over material;

h) Rubble or Fill;

i) Bones, feathers, hides or other animal parts or carcasses;

(15) **“Noxious Weed”** means a noxious weed designated by or under the *Weed Control Act*, R.S.O. 1990, c. W.5, including any weed designated as a local noxious weed under a by-law of the Township passed under that Act.

(16) **"Occupant"** means any Person or Persons in possession of a Property, whether such possession arises from ownership, leasing or renting the Property.

(17) **"Officer"** means a By-law Enforcement Officer appointed by the Township, a member of the Niagara Regional Police Service, a member of the Ontario Provincial Police, a member of the Royal Canadian Mounted Police, a member of the Canadian National Police Service or any other provincial offences officer designated under the *Provincial Offences Act*, R.S.O. 1990, c. P.33 ("*Provincial Offences Act*").

(18) **"Order"** means any notice of non-compliance issued under this by-law.

(19) **"Owner"** means a Person or Persons registered as the owner of a Property on the latest revised assessment roll of the Township.

(20) **"Person"** means an individual, firm, corporation, association or partnership and includes an Owner and an Occupant.

(21) **"Property"** means any land, grounds, Yard or Vacant Lands.

(22) **"Refuse"** includes all manner of waste, debris or Sewage and also includes all Domestic Waste and Non-Residential Waste.

(23) **"Regionally-Owned Lands"** means Property owned or maintained by the Regional Municipality of Niagara shown on the latest revised assessment roll of the Township and shall include all regional road allowances and rights of way.

(24) "**Sewage**" includes any liquid waste containing human, animal, vegetable, or mineral matter, waste that is in suspension whether Domestic Waste, Non-Residential Waste, and any other liquid waste whether in suspension or precipitated, but does not include roof water or storm run-off.

(25) **"Standing Water"** means any water on a Property other than Treated Water or a natural body of water that exists on a permanent basis or is contained within a municipally-owned storm water management facility.

(26) **"Township"** means the Corporation of the Township of Wainfleet.

(27) **"Treated Water"** means water that has been treated with a larvicide or otherwise so as to minimize any potential health, safety or medical hazard to any person and includes water that is continuously passed through a filter system to remove contaminants and water that is otherwise continuously circulated by mechanical means.

(28) **"Turf Grass Area"** means the ground cover comprised of one or more species of growing grass with or without trees, shrubbery or maintained planting beds for other vegetation.

(29) **"Vacant Land"** means land with no building(s) or having no land use established.

(30) **"Vehicle"** means a Vehicle as defined in the *Highway Traffic Act*.

(31) **"Vehicle Parts"** means any part, component, element or accessory used in the assembly, construction, maintenance or repair of a Vehicle, whether operable or not.

(32) **"Yard"** means land, Municipally-Owned Lands and Regionally-Owned Lands, around and appurtenant to the whole or part of a building and used, or capable of being used, in connection with a building.

2. **Exemption**

2.1 Nothing in this by-law applies to prevent an Agricultural Operation from carrying out a normal farm practice under the *Farming and Food Production Protection Act, 1998*.

2.2 This by-law does not apply to:

(1) Municipally-Owned Lands;

(2) Regionally-Owned Lands; and/or

(3) Building materials and equipment directly related to active and ongoing construction at a Property that is proceeding in accordance with a permit issued in accordance with the *Building Code Act, 1992*, S.O. 1992, c. 23 or other applicable law.

3. **Maintenance of Vegetation**

3.1 Every Owner and/or Occupant of a Property shall keep all trees, shrubbery, plants, grasses and/or other vegetation on the Property clean and clear.

3.2 For the purposes of section 3.1, "clean and clear" means:

(1) Noxious Weeds shall be removed from all Turf Grass Areas, Naturalized Areas and Buffer Strips;

(2) In Turf Grass Areas, grass shall be cut and maintained at a height of not greater than 200 mm (8 in);

(3) In Naturalized Areas, vegetation other than trees or shrubbery within a Buffer Strip shall be cut so that the vegetation is maintained at a height of not greater than 200 mm (8 in).

(4) All trees, shrubbery, plants, grasses and other vegetation shall be maintained to ensure that they do not affect the safety, visibility or passage of the general public, cause a visual obstruction of any road or intersection, or cause or potentially cause damage or injury to any persons or property.

4. **Standing Water**

4.1 No Owner and/or Occupant of a Property shall permit an excavation, swimming pool, hot tub, wading pool, fountain, artificial pond, bird bath or debris located on the Property to contain Standing Water for a period in excess of four (4) days.

4.2 Every Owner and/or Occupant of a Property shall ensure that any swimming pool, hot tub, wading pool, fountain or artificial pond on the Property is maintained in proper operating condition and in good repair.

4.3 No Owner and/or Occupant of a Property shall discharge, or cause or permit to be discharged, any water or Sewage onto an adjacent or neighbouring Property, including any Municipally-Owned Lands or Regionally-Owned Lands

5. **Property Condition**

5.1 Every Owner and/or Occupant of a Property shall keep the Property clean, free and clear of Domestic Waste, Non-Residential Waste and/or any other thing that may constitute a health, fire or safety hazard.

5.2 No Person shall use, or cause or permit the use of any Property or structure within the Township for dumping or disposing of Domestic Waste, Non-Residential Waste or any other thing that may constitute a health, fire or safety hazard.

5.3 Subject to paragraph 2.2(3), every Owner and/or Occupant of a Property shall keep the Property clean, free and clear of new or used building materials other than the temporary storing of building materials intended for use during imminent construction at the Property.

5.4 Where new or used building materials are temporarily stored at a Property in accordance with section 5.3, they shall be:

(1) Situated, stored or kept not less than three (3) metres from any lot line or boundary between the Property and any adjacent or neighbouring property, including Municipally-Owned Lands and Regionally-Owned Lands; and

(2) Fully covered or otherwise screened from view from any adjacent or neighbouring property, including Municipally-Owned Lands and Regionally-Owned Lands, and using a screening method that does not contravene this or any other by-law of the Township.

5.5 No Owner and/or Occupant of a Property shall cause or permit an accumulation of Fill to be situated, stored or kept on the Property unless the accumulation of Fill and its placement on the Property are reasonably necessary for the Property to comply with this by-law, any other by-law of the Township and/or any applicable law.

6. **Inoperative Vehicles and Inoperative Motor Vehicles**

6.1 Subject to section 6.2, every Owner and/or Occupant of a Property shall keep the Property clean, free and clear of Inoperative Vehicles and Inoperative Motor Vehicles.

6.2 Despite section 6.1 and subject to sections 6.7, 6.8 and 6.9, the Owner and/or Occupant of a Property may situate, store and/or keep a maximum combined total of two (2) Inoperative Vehicles or Inoperative Motor Vehicles on the Property in accordance with sections 6.3, 6.4, 6.5 and 6.6.

6.3 Any Inoperative Vehicle or Inoperative Motor Vehicle that is situated, stored or kept on a Property must be situated, stored or kept not less than one hundred and fifty (150) metres from any residential dwelling located on any adjacent or neighbouring property and not less than one hundred (100) metres from any lot line or boundary between the Property and any adjacent or neighbouring property, including Highways, Municipally-Owned Lands and Regionally-Owned Lands.

6.4 Where an Inoperative Vehicle or Inoperative Motor Vehicle that is situated, stored or kept on a Property in accordance with section 6.3 is missing any exterior components, including but not limited to its hood, doors, fenders, wheels or tires, it shall be fully covered with an appropriate cover or otherwise screened from view from any adjacent or neighbouring property, including Highways, Municipally-Owned Lands and Regionally-Owned Lands, and using a screening method that does not contravene this or any other by-law of the Township. For the purposes of this section, a tarpaulin does not constitute an appropriate cover.

6.5 Where an Inoperative Vehicle or Inoperative Motor Vehicle that is situated, stored or kept on a Property in accordance with section 6.3 is not missing any exterior components, it may be, but is not required to be, covered or screened from view. Any Inoperative Vehicle or Inoperative Motor Vehicle that is covered or screened from view must use an appropriate cover and/or a screening method that does not contravene this or any other by-law of the Township. For the purposes of this section, a tarpaulin does not constitute an appropriate cover.

6.6 Where a Vehicle or an Inoperative Vehicle that is situated, stored or kept on a Property in accordance with section 6.3 is a trailer that contains cargo or other items, the trailer shall be fully covered with an appropriate cover. For the purposes

of this section, a tarpaulin constitutes an appropriate cover if it fully covers the cargo or other items contained in the trailer, is adequately secured to the trailer and is kept in good repair.

6.7 Notwithstanding any other provisions of this by-law, no Person shall situate, store or keep, or cause or permit to be situated, stored or kept, any Inoperative Vehicles or Inoperative Motor Vehicles on any Vacant Land.

6.8 Nothing in this section authorizes or permits any Owner and/or Occupant of a Property to situate, store or keep Vehicle Parts on the Property.

6.9 No Person shall use, cause or permit the use of any Property or structure in the Township to situate, store or keep Inoperative Vehicles, Inoperative Motor Vehicles or Vehicle Parts for the purpose of wrecking or dismantling them or salvaging parts from them for sale or other disposition unless such use is permitted by Township Zoning by-law no. 034-2014 or Township Zoning by-law no. 582-78.

7. Enforcement

7.1 An Officer may enter a Property at any reasonable time for the purpose of carrying out an inspection to determine whether:

(1) The Property is being maintained in accordance with this By-law;

(2) The Property or any structure on the Property is being used for the dumping or disposing of garbage, Refuse, Fill, Domestic Waste or Non-Residential Waste of any kind;

(3) The Property or any structure on the Property is being used for the storage of Motor Vehicles or for the purpose of wrecking or dismantling said Motor Vehicles and/or for salvaging parts thereof for sale or disposal;

(4) The Owner and/or Occupant of the Property has complied with any Order made by an Officer; or

(5) There is compliance or non-compliance with any other provision of this by-law.

7.2 An Officer may make an Order requiring the Owner and/or Occupant of a Property to bring the Property into compliance with the provisions of this by-law.

7.3 An Order made under section 7.2 shall prescribe the time period for complying with the Order and shall notify the Person to whom the Order is issued that if the Property is not brought into compliance with the Order within the prescribed time, the Township may issue a Penalty Notice for every day that the Property is not in compliance and further that the Township may carry out any required remedial action at the Person's expense or, in the case of an Occupant, at the expense of the Occupant and/or the Owner of the Property.

7.4 An Order made under section 7.2 may be:

(1) Sent by registered mail to the Last Known Address of the Person to whom it is issued and shall be deemed served after five (5) business days;

(2) Posted on the Property in a conspicuous location and shall be deemed served immediately upon such posting; or

(3) Personally delivered to the Person to whom it is issued and shall be deemed served immediately upon such personal service.

7.5 Every Person shall permit an Officer, upon the production of identification and for the purpose of inspection by the Township, to inspect the Property and any structure on the Property for any purpose contained in this by-law.

7.6 Every Person shall comply with an Order issued under this by-law within the time specified for compliance.

7.7 Where a Person fails to comply with an Order issued under this by-law within the time specified for compliance, the Officer with such assistance by the Township and/or its agents as may be required and upon reasonable notice may, at the expense of the Person to whom the Order was issued:

(1) Take the action necessary to bring the Property into compliance with the applicable sections of this by-law;

(2) Clean, clear or remove from the Property or any structure on the Property any and all garbage, Refuse, Fill, Sewage, Domestic Waste, Non-Residential Waste, Noxious Weeds, long grass, trees, shrubs, other vegetation or any other thing that may constitute a health, fire, or safety hazard;

(3) Remove from the Property any Inoperative Vehicle or Inoperative Motor Vehicle that does not comply with this section 5 of this by-law;

(4) Remove from the Property and any Motor Vehicle or Vehicle Parts stored for the purpose of wrecking or dismantling the Motor Vehicle, or for salvaging parts for sale or other disposition.

7.8 No Person shall hinder or obstruct an Officer from inspecting a Property or hinder or obstruct an Officer, the Township and/or its agents from carrying out work authorized by an Order made under this by-law.

7.9 Where any action is taken to bring a Property into compliance with this by-law or where items, materials or things are removed from any Property pursuant to this by-law, the Township shall not be liable to compensate the Owner, Occupant or any other Person by reason of anything done by or on behalf of the Township in the reasonable exercise of its powers under this by-law.

7.10 The Owner of any Property against which any proceedings are brought or against which any action is taken in accordance with this by-law shall pay the applicable fees and charges of the Township.

7.11 The Owner shall pay the applicable fees and charges described in section 7.10 within thirty (30) days of the date on which an Order becomes final or the date on which a conviction is pronounced or the date on which an action is taken.

7.12 Fees and charges imposed in accordance with this by-law that are not paid within the prescribed time period shall be added to the tax roll of the Owner and collected in the same manner and with the same priority as municipal taxes.

8. **Offences and Penalties**

8.1. Every Person who contravenes any provision of this by-law is guilty of an offence and upon conviction is subject to a fine or fines in accordance with the *Provincial Offences Act*.

8.2. Where an Officer is satisfied that a Person has failed to comply with this by-law and/or with an Order issued pursuant to this by-law, the Officer may issue a penalty notice imposing an Administrative Monetary Penalty. The Administrative Monetary Penalties for failures to comply with this by-law are set out in Schedule “A”, which is attached hereto and forms part of this by-law.

8.3. Township by-law no. 027-2019, as amended by by-law nos. 079-2019 and 005-2020, AMPS By-law for Non-Parking Offences, applies to each Administrative Monetary Penalty issued pursuant to this by-law.

9. **Validity**

9.1. Should a court of competent jurisdiction declare any provision of this by-law to be invalid or of no force and effect, the provision is deemed severable from this by-law and it is the intention of the Township the remainder of this by-law shall survive and be applied and enforced in accordance with its terms to the extent possible under the law.

10. **Repeal and Enactment**

10.1. Township by-law No. 073-2019 any amendments thereto, is hereby repealed and replaced.

11. **Date of Enactment**

11.1. This by-law shall come into force on the date that it is passed.

BY-LAW READ A FIRST TIME THIS 11th DAY OF MAY, 2021.

BY-LAW READ A SECOND TIME THIS 11th DAY OF MAY, 2021.
BY-LAW READ AND PASSED THIS 11th DAY OF MAY, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

Schedule “A” to By-law No. 073-2019

Clean Yards By-law
Short Form Wording and Administrative Penalties

Section	Short Form Wording	Penalty
3.1	Fail to keep vegetation on Property clear and cleaned up	$100.00
4.1	Fail to keep Property free of Standing Water	$100.00
4.2	Fail to maintain swimming pool/hot tub/wading pool/ fountain/artificial pond	$100.00
4.3	Discharge water/sewage on a neighboring property	$150.00
5.1	Fail to keep Property clear of Domestic Waste/Non-Residential Waste or item constituting a health, fire, or safety hazard	$150.00
5.2	Use or permit use of Property for dumping	$250.00
5.3	Fail to keep land clear of new or used building materials	$150.00
6.1	Fail to keep property free and clear of inoperative vehicles	$150.00
6.8	Fail to keep property free and clear of vehicle parts	$150.00
6.9	Use land for wrecking, dismantling or salvaging parts for sale or repair	$150.00
7.2	Fail to comply with Order	$300.00
7.8	Hinder or obstruct an Officer conducting inspection	$250.00

DRAINAGE STAFF REPORT **DSR-009/2021**

TO: Mayor Gibson & Members of Council

FROM: M. Jemison, Drainage Superintendent

DATE OF MEETING: May 11, 2021

SUBJECT: Apportionment Agreements – (2709998 Ontario Inc.)

RECOMMENDATION(S):

THAT Drainage Staff Report DSR-009/2020 respecting Apportionment Agreement (2709998 Ontario Inc.) be received;

AND THAT the Agreement on Share of Assessment attached hereto as Appendix "A" be approved.

AND THAT the Agreement on Share of Assessment attached hereto as Appendix "B" be approved.

EXECUTIVE SUMMARY:

Application B03/2021W was made by 2709998 Ontario Inc. to the Township for consent to sever and adjust the boundaries of portions of their property, and was subsequently approved. This severance affects the Drain Assessment Schedule for the Big Forks and McCallum 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 Agreement - McCallum (2709998 Ontario Inc.)
2) Appendix “B” – Apportionment Agreement – Big Forks (2709998 Ontario Inc.)

Respectfully submitted by,

Mark Jemison
Drainage Superintendent

Approved by,

William J. Kolasa
Chief Administrative Officer/Clerk

APPENDIX “A”

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Township of Wainfleet

"Wainfleet - find your country side!"

Agreement Between Property Owners for Municipal Drain 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 McCallum Drain, J. R. Scott 1954.

Roll No. or Lot & Conc.	Landowner	Hectares Affected	Acres Affected	% Main. Costs
271400000912401	2709998 Ontario Inc.	9.33	n/a	3.605
	TOTALS	**9.33**	**n/a**	**3.605**

New or Current Parcel Information (calculated).

Roll No. or Lot & Conc.	Landowner	Hectares Affected	Acres Affected	% Main. Costs
271400000912401	2709998 Ontario Inc.	8.93	N/A	3.4504
Unknown	2709998 Ontario Inc.	0.40279	N/A	0.1556
	TOTALS	**9.33**	**N/A**	**3.605**

31940 Highway #3 • P.O. Box 40 • Wainfleet, ON • L0S 1V0
PHONE 905.899.3463 • FAX 905.899.2340 • www.wainfleet.ca

I/We, the undersigned, agree on the share of assessment of costs as detailed above.

Landowners: A. Hessels & L. Hessels

Date: Apr. 14, 2021 *Signature:* _____

Date: Apr. 14, 2021 *Signature:* _____

THIS AGREEMENT ON SHARE OF ASSESSMENT IS ADOPTED BY THE TOWNSHIP OF WAINFLEET COUNCIL BY RESOLUTION.

Resolution #: _____ *Date:* _____

Signature of the Township Clerk: _____

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Township of Wainfleet

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Original Parcel Information as per the Engineer's Report on the Big Forks Drain by Wiebe (1984)

Roll No. or Lot & Conc.	Landowner	Hectares Affected	Acres Affected	% Main. Costs
271400000912401	2709998 Ontario Inc.	9.33	n/a	0.2272
	TOTALS	**9.33**	**n/a**	**0.2272**

New or Current Parcel Information (calculated).

Roll No. or Lot & Conc.	Landowner	Hectares Affected	Acres Affected	% Main. Costs
271400000912401	2709998 Ontario Inc.	8.93	N/A	0.2175
Unknown	2709998 Ontario Inc.	0.40279	N/A	0.0097
	TOTALS	**9.33**	**N/A**	**0.2272**

DRAINAGE STAFF REPORT **DSR-010/2021**

TO: Mayor Gibson & Members of Council

FROM: Mark Jemison, Drainage Superintendent

DATE OF MEETING: May 11, 2021

SUBJECT: **Award of Tender for Bridgewater Drain Construction**

RECOMMENDATION(S):

THAT Drainage Staff Report DSR-010/2021 respecting the award of a tender for the Bridgewater Drain Construction be received;

THAT Council direct the Drainage Superintendent to award the tender for the construction of the Bridgewater Drain to Anthony's Excavating Central Inc. in the amount of $177,950.00 plus HST.

EXECUTIVE SUMMARY:

Staff prepared a tender for the construction of the Bridgewater Drain, during the tender opening on May 5, 2021, staff received four bids. Staff reviewed all specifications contained in the tender documents and evaluated the submissions.

BACKGROUND:

The Bridgewater Drain was originally constructed pursuant to a report submitted by C.J. Clarke dated January 17, 1961. Council appointed Spriet Associates to complete a report under Section 78 of the Drainage Act for the purposes of updating the report and extending the original Bridgewater Drain to sufficient outlet on May 28, 2019.

Following the appeal process the Bridgewater Drain received third reading through Council in January 2021. The tender was released on April 21, 2021 and upon the tender closing on May 5, 2021 staff received and opened four bid submissions.

Submissions were evaluated based on the following criteria:

EVALUATION CRITERIA	WEIGHT
Technical Expertise and Resources	15%
Similar Work Experience and Local Expertise	10%
Sub-contractor list	5%
Project Schedule	10%
Statement E: Current Contract List Currently under Construction and Incomplete as of the date of tender close	10%
Project Understanding	5%

Statement F: Disclosure Statement Regarding Liquidated Damages Claims	10%
Methodology	20%
Cost Factor	15%
TOTAL	**100%**

All submissions showed that they were qualified in the performance of the project. Staff completed a fulsome review of the submissions and contacted references listed in the submissions. The average scoring with weighted average during the evaluation review are shown below:

Company	Average Evaluation Score
Anthony's Excavating Central Inc.	94/100
CRL Campbell Construction & Drainage Ltd.	92/100
Rankin Construction Inc.	89/100
Geo. Barnes & Sons Ltd.	84/100

The submitted price results for the reconstruction of the Bridgewater Drain are shown below:

Bidder	**Bid Price (excluding HST)**
CRL Campbell Construction & Drainage Ltd.	$176,460.00
Anthony's Excavating Central Inc.	$177,950.00
Rankin Construction Inc.	$317,875.00
Geo. Barnes & Sons Ltd.	$481,635.00

Due to the similarities of the two low bids staff recommend awarding the tender to the highest scoring submission, Anthony's Excavating Central Inc. Anthony's Excavating Central Inc. have experience completing similar works in other Niagara municipalities.

OPTIONS/DISCUSSION:

1) Award the tender to the Anthony's Excavating Central Inc. for $ 177,950 excluding HST. (Recommended).

2) Award the tender to one of an alternate bidder (Not recommended).

FINANCIAL CONSIDERATIONS:

The Township will be required to carry the costs of the project until the construction is completed and the costs are allocated to the appropriate property owners in accordance with the Drainage Act. This type of engineering report and associated construction project is billable and eligible for grant from Ministry of Agriculture, Food and Rural Affairs.

Final costs to the Township would only be those assessed to the roads and lands of the Township which are identified in the report, as per the Drainage Act R.S.O. 1990. During 2021 Capital Budget deliberations, Council approved $92,694 as estimated by the Engineer for the costs assessed to the roads and lands of the Township.

The engineer estimated $168,500 for construction costs, in addition to allowances under the Drainage Act, supervision and inspection and engineering as shown in Bridgewater Drain Report.

OTHERS CONSULTED:

1) Strategic Leadership Team

ATTACHMENTS:

none

Respectfully submitted by,

Mark Jemison
Drainage Superintendent

Approved by,

William J. Kolasa
Chief Administrative Officer

DRAINAGE STAFF REPORT **DSR-011/2021**

TO: Mayor Gibson & Members of Council

FROM: Mark Jemison, Drainage Superintendent

DATE OF MEETING: May 11, 2021

SUBJECT: **Award of Tender for Indian Creek Municipal Drain 2020**

RECOMMENDATION(S):

THAT Drainage Staff Report DSR-011/2021 respecting the award of a tender for the Indian Creek Municipal Drain 2020 Construction be received;

THAT Council direct the Drainage Superintendent to award the tender for the construction of the Indian Creek Municipal Drain 2020 to Anthony's Excavating Central Inc. in the amount of $103,443.50 plus HST.

EXECUTIVE SUMMARY:

Staff prepared a tender for the construction of the Indian Creek Drain, during the tender opening on May 5, 2021, staff received four bids. Staff reviewed all specifications contained in the tender documents and compared them to the submissions.

BACKGROUND:

The Indian Creek Drain was originally constructed pursuant to a report submitted by L.A. Kinnear dated October 19, 1915 and updated most recently in September 1949 by R. Blake Erwin. Council appointed Dietrich Engineering Limited to complete a report under Section 78 of the Drainage Act on March 26, 2019.

Following the appeal process the Indian Creek Drain received third reading by Council in March 2021. The tender was released on April 21, 2021 and upon the tender closing on May 5, 2021 staff received and opened four bid submissions.

Submissions were evaluated based on the following criteria:

EVALUATION CRITERIA	WEIGHT
Technical Expertise and Resources	15%
Similar Work Experience and Local Expertise	10%
Sub-contractor list	5%
Project Schedule	10%
Statement E: Current Contract List Currently under Construction and Incomplete as of the date of tender close	10%
Project Understanding	5%

Statement F: Disclosure Statement Regarding Liquidated Damages Claims	10%
Methodology	20%
Cost Factor	15%
TOTAL	**100%**

All submissions showed that they were qualified in the performance of the project. Staff completed a fulsome review of the submissions and contacted references listed in the submissions. The average scoring with weighted average during the evaluation review are shown below:

Company	Average Evaluation Score
Anthony's Excavating Central Inc.	99/100
Geo. Barnes & Sons Ltd.	89/100
CRL Campbell Construction & Drainage Ltd	87/100
Rankin Construction Inc.	84/100

The submitted price results for the reconstruction of the Indian Creek Drain are shown below:

Bidder	**Bid Price (Excluding HST)**
Anthony's Excavating Central Inc.	$103,433.50
CRL Campbell Construction & Drainage Ltd.	$106,397.00
Geo. Barnes & Sons Ltd.	$155,737.22
Rankin Construction Inc	$197,875.00

Based on the evaluation staff recommend awarding the tender to the highest scoring submission, Anthony's Excavating Central Inc. Anthony's Excavating Central Inc. have experience completing similar works in other Niagara municipalities.

OPTIONS/DISCUSSION:

1) Award the tender to the Anthony's Excavating Central Inc. for $ 103,433.50 excluding HST. (Recommended).

2) Award the tender to one of an alternate bidder (Not recommended).

FINANCIAL CONSIDERATIONS:

The Township will be required to carry the costs of the project until the construction is completed and the costs are allocated to the appropriate property owners in accordance with the Drainage Act. This type of engineering report and associated construction project is billable and eligible for grant from Ministry of Agriculture, Food and Rural Affairs.

Final costs to the Township would only be those assessed to the roads and lands of the Township which are identified in the report, as per the Drainage Act R.S.O. 1990. During 2021 Capital Budget deliberations, Council approved $99,174 as estimated by the Engineer for the costs assessed to the roads and lands of the Township.

The engineer estimated $137,700 for construction costs, in addition to allowances under the Drainage Act, supervision and inspection and engineering as shown in Indian Drain Report.

OTHERS CONSULTED:

1) Strategic Leadership Team

ATTACHMENTS:

none

Respectfully submitted by,

Mark Jemison
Drainage Superintendent

Approved by,

William J. Kolasa
Chief Administrative Officer

FIRE STAFF REPORT **FSR-006/2021**

TO: Mayor Gibson & Members of Council

FROM: M. Alcock, Fire Chief/CEMC

DATE OF MEETING: May 11, 2021

SUBJECT: 2021 First Quarter Fire & Emergency Services Review

RECOMMENDATION(S):

THAT Fire Staff Report FSR-006/2021 respecting 2021 First Quarter Fire & Emergency Services Review be received for information.

EXECUTIVE SUMMARY:

This report includes a summary of Fire Department activity within the Township of Wainfleet for the First Quarter of 2021 (January - March).

ADMINISTRATION

Officers

Lieutenants for Stations 2 (Wainfleet), 3 (Burnaby) & 4 (Schwoob), assumed their new roles on January 1st and were presented their badges and helmets on January 4, 2021.

Left to Right: Lieutenants, Ben Benson (Stn.4), Matthew Holinaty (Stn.2), Bruce Vandelaar (Stn.3)

All Officers, including the new Lieutenants continue to meet monthly to review department operations & needs.

Recruitment

On January 4, 2021, WFES held its annual recruit class graduation and awards ceremony. Due to COVID-19 restrictions, family and friends were able to participate electronically. Five of the seven probationary firefighters were able to attend. They completed their oath and were presented their badges, and helmets.

Left to Right: 3rd Class Firefighters,
Greg England, Scott Duff, Rachel VanGeel, James Graef, Jonathan Aarts

FIRE PREVENTION & PUBLIC EDUCATION

Public Education

A double sided insert with Smoke Alarm and Carbon Monoxide information was included with the January Property Tax mailer. (Appendix B)

Public Education materials (Ice Scrapers) provided by the Fire Marshal's Public Safety Council were distributed to local auto repair shops.

Due to COVID-19 many public events have been cancelled or postponed resulting in fire personnel focusing on alternative public education methods, including social media.

Fire Prevention, Inspections, Enforcement, Investigations

Date	Property Type	Reason	Result
Jan. 4, 2021	Residential	Request	Recommendations provided
Jan. 14, 2021	Agricultural	Fire Safety Complaint	Issues Found, Repeat Inspection required
Jan. 15, 2021	Residential	Request	Recommendations provided
Feb. 2, 2021	Residential	Request	Recommendations provided
Feb. 24, 2021	Agricultural	Follow Up Inspection Law Enforcement Agency Assistance	NON-COMPLIANT Further Enforcement Action Required
Mar. 1, 2021	Residential	Request	Recommendations provided
Mar. 5, 2021	Residential (Rental)	Fire Safety Complaint	NON-COMPLIANT Smoke/CO Alarms installed. Provincial Offence Notice Issued
Mar. 9, 2021	Residential	Fire Safety Concern	NON-COMPLIANT Smoke/CO Alarms provided

OPERATIONS

Emergency Responses *(1st Quarter)*

Number	Date	Response Type	Location
21-001	Jan 2, 2021	Mutual Aid – Tanker Assist	River Rd, Haldimand
21-002	Jan 2, 2021	Public Hazard – Arcing Power Lines/Down	Abbey Rd
21-003	Jan 3, 2021	Motor Vehicle Collision	Forks Rd
21-004	Jan 5, 2021	Medical Assist – Vital Signs Absent	Gibson Rd
21-005	Jan 9, 2021	Public Hazard – Arcing Power Lines/Down	Church St
21-006	Jan 10, 2021	Medical Assist – Vital Signs Absent	Augustine Rd
21-007	Jan 15, 2021	Motor Vehicle Collision	Golf Course Rd
21-008	Jan 17, 2021	CO Alarm – Furnace malfunction	Pettit Rd
21-009	Jan 20, 2021	Fire – Vehicle Fire	Pettit Rd
21-010	Jan 27, 2021	Assistance to EMS	Burnaby Rd
21-011	Jan 27, 2021	Fire – Vehicle Fire	Highway 3
21-012	Jan 28, 2021	Fire – Attic Fire - Barn	Forks Rd
21-013	Jan 29, 2021	Medical Assist – Vital Signs Absent	Lakeshore Rd
21-014	Feb 3, 2021	Odour Complaint - Septic	Lakeshore Rd
21-015	Feb 6, 2021	CO Alarm – Equipment Malfunction	Neff St
21-016	Feb 14, 2021	Burning Complaint – Unauthorized Burn	Ellsworth Rd N
21-017	Feb 14, 2021	Fire – Snowmobile Fire	Regional Rd 27
21-018	Feb 14, 2021	Burning Complaint – Unauthorized Burn	Highway 3
21-019	Feb 14, 2021	Fire – Structure Fire - House	Bell Rd
21-020	Feb 14, 2021	Technical Rescue – Ice & Water	Lakeshore Rd
21-021	Feb 18, 2021	Motor Vehicle Collision	Burnaby Rd
21-022	Feb 19, 2021	Medical Assist – Vital Signs Absent	Golf Course Rd
21-023	Feb 20, 2021	Public Hazard - Odour Complaint	Regional Rd 27
21-024	Feb 20, 2021	Motor Vehicle Collision	Highway 3
21-025	Feb 21, 2021	Medical Assist – Alcohol/Drug Related	Case Rd
21-026	Mar 3, 2021	Public Hazard - Gas Leak – Propane	Lambert Rd
21-027	Mar 10, 2021	Motor Vehicle Collision	Regional Rd 24
21-028	Mar 10, 2021	Motor Vehicle Collision	Green Rd S
21-029	Mar 13, 2021	Medical Assist – Respiratory	Schooley Rd
21-030	Mar 13, 2021	Burning Complaint – Unauthorized Burn	Lakeshore Rd
21-031	Mar 14, 2021	Burning Complaint – Unauthorized Burn	Highway 3
21-032	Mar 21, 2021	Fire – Wildland/Grass/Brush	Flanagan Rd
21-032A	Mar 21, 2021	Fire – Structure Fire - Barn	Flanagan Rd
21-033	Mar 23, 2021	Fire – Wildland/Grass/Brush	Regional Rd 45
21-034	Mar 23, 2021	Fire – Wildland/Grass/Brush	Regional Rd 45
21-035	Mar 25, 2021	Fire – Wildland/Grass/Brush	Regional Rd 27
21-036	Mar 31, 2021	Medical Assist – Vital Signs Absent	Flanagan Rd

APPARATUS & EQUIPMENT

Apparatus

Various maintenance items continue to arise for all apparatus and equipment. Fire Dept. Staff continue to work with third party contractors to ensure all items are addressed in a timely manner. Aging equipment continues to be the primary cost centre.

Tanker 4 (2005 Freightliner, purchased as a used Ryder truck) has had repeated front suspension and engine issues. In the 1st Quarter of 2021, tanker failed its safety and required the front end rebuilt and realigned. Additionally, after an extensive overhaul and diagnosis, the engine required all new injectors. This has resulted in the apparatus being out of service for more than 2 weeks (+15% of the time) in Q1.

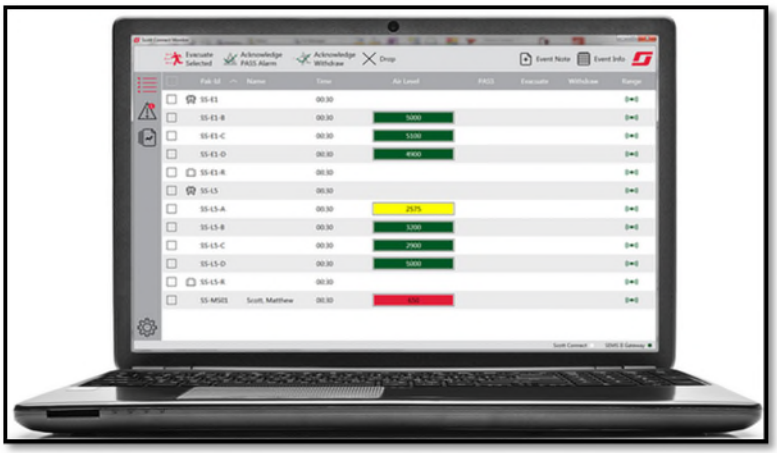
Respiratory Protection

On January 21, 2021, the new Breathing Air Compressor and Fill Station was installed. Staff have conducted training on the new unit and have begun using it regularly. Initial operations have identified some issues and staff are working with the vendor to address any outstanding warranty issues.

On March 5, 2021, the new Self Contained Breathing Apparatus (SCBA) were delivered. M&L Supply conducted all preservice inspections and testing on March 9, 2021, and on March 10, all SCBA we placed into service on all apparatus.

Fire personnel have conducted multiple training events on the use, care, inspection and maintenance of the new SCBA.

One important safety feature is the ability for Incident Command to remotely monitor firefighter's air and remotely communicate with the SCBA from a central command system on a laptop. This telemetry software is used to reduce the potential of a firefighter running out of air and adds another layer of communication through electric mayday signals that can be transmitted by the firefighter during an emergency.



This telemetry software is used to reduce the potential of a firefighter running out of air and adds another layer of communication through electric mayday signals that can be transmitted by the firefighter during an emergency.

TRAINING & CERTIFICATION

Regular/Weekly Training

Training continues to be conducted in a manner that complies with the Province of Ontario's various criteria outlined in the "Reopening Framework". WFES continues to adjust training delivery based on current recommendations provided by Public Health.

A Post Incident Analysis & Review (PIAR) of all calls that WFES has responded to throughout each week are conducted during regular training to identify our strengths and weakness which help guide the Training division in the development of the training program.

Lead Topic	Sub-Topics and Description
Personal Protective Equipment	Don/Doff – Use, Care, Inspection & Maintenance
New SCBA	Virtual Orientation via Zoom
New SCBA	Practical Orientation – Small Groups
Ice & Water Rescue Awareness	Theory & Operational Guideline review via Zoom
First Aid/CPR	Theory & Review – via Zoom 1st Aid/CPR/Defibrillation/Epi-pen/Naloxone
First Aid/CPR	Practical & Recertification 1st Aid/CPR/Defibrillation/Epi-pen/Naloxone
New SCBA	Rollout and Telemetry operations
Fire Ground Operations	Practical - Forcible Entry
Fire Ground Operations	Practical - Ground Ladders
Fire Ground Operations	Practical - Ropes, Knots, Hoisting
Fire Ground Operations	Practical – Rapid Victim Search Techniques (VEIS)
Fire Ground Operations	Practical – Tactical Ventilation
Wildland & Off Road Response	Practical – UTV Operations

PRIORITIES

The priorities for the second quarter of 2021 include:

1. Complete Recruit Training Program
2. Conduct NFPA certification testing
3. Initiate works on approved capital projects
4. Place new Rescue Pumper in service
5. Continue work on Central Fire Station
6. Continue work on Community Risk Assessment and Gap Analysis

OPTIONS/DISCUSSION:

None.

FINANCIAL CONSIDERATIONS:

None.

OTHERS CONSULTED:

1) Fire Services Leadership Team
2) Deputy Fire Chief – Shawn Schutten
3) Strategic Leadership Team

ATTACHMENTS:

1) Appendix “A” – First Quarter Incident Statistics
2) Appendix “B” – Public Education Insert in Tax Mailer

Respectfully submitted by,

Morgan Alcock
Fire Chief/CEMC

Approved by,

William Kolasa
Chief Administrative Officer

APPENDIX "A" TO FSR-006/2021

WAINFLEET FIRE & EMERGENCY SERVICES

2021 MONTHLY DISPATCHES BY DETERMINANT

Determinant Group	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	2020	% Change
STRUCTURE FIRE	1	1	1										3	15	-80.0%
PRELIMINARY ALARM	0	0	0										0	3	100.0%
REMOTE ALARM	0	1	0										1	9	-88.9%
VEHICLE FIRE	2	1	0										3	3	0.0%
GRASS/TREE/BRUSH	0	1	4										5	14	-64.3%
BURNING COMPLAINT	0	1	1										2	8	-75.0%
MVC	2	2	2										6	36	-83.3%
GENERAL/TECH RESCUE	0	0	0										0	1	0.0%
MEDICAL	4	2	2										8	17	-52.9%
CARBON MONOXIDE	1	0	0										1	8	-87.5%
HAZMAT	0	0	0										0	2	-100.0%
EMERGENCY ASSIST	2	2	1										5	19	-73.7%
NON EMERG/ASSIST	0	0	0										0	1	-100.0%
ICE/WATER RESCUE	0	1	0										1	5	-80.0%
UNKNOWN 911	0	0	0										0	0	0.0%
Total Responses Within Municipality	12	12	11	0	0	0	0	0	0	0	0	0	35	141	-75.2%
Total Responses Out of Jurisdiction	1	0	0	0	0	0	0	0	0	0	0	0	0	1	
2021 TOTAL	13	12	11	0	0	0	0	0	0	0	0	0	36		
2020 TOTAL	15	8	6	7	5	17	15	11	15	12	22	9	142		
% CHANGE	-13.3%	50.0%	83.3%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-74.6%		

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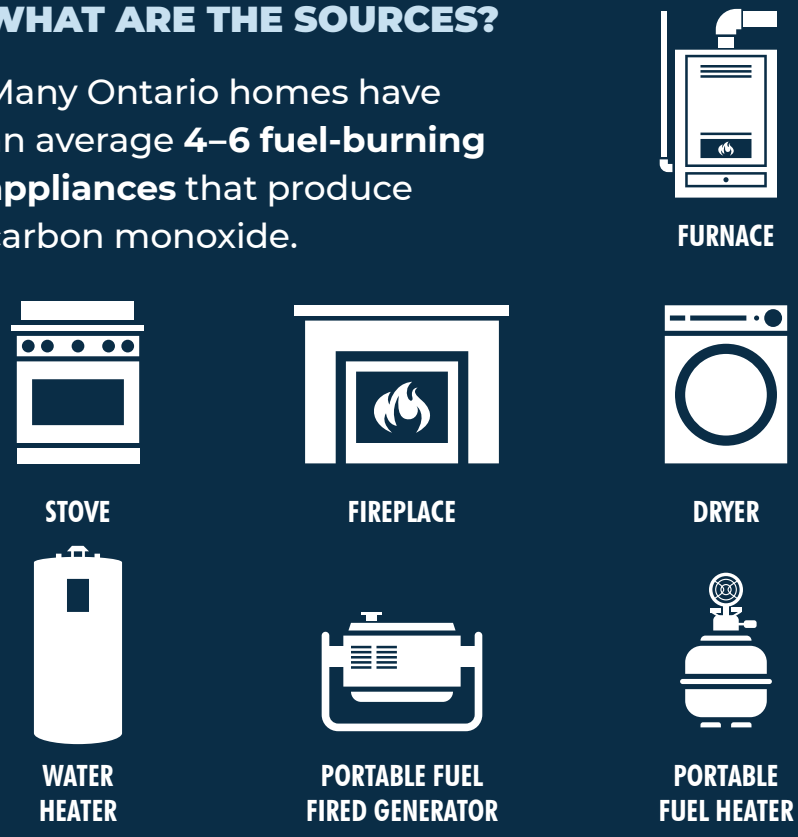
CARBON MONOXIDE CAN BE DEADLY!

WHERE IS THE RISK?

Over **65%** of all carbon monoxide deaths and injuries in Ontario occur in **homes**.

WHAT ARE THE SOURCES?

Many Ontario homes have an average **4–6 fuel-burning appliances** that produce carbon monoxide.



WHAT ARE THE SYMPTOMS OF CARBON MONOXIDE POISONING?

HOW DO I KEEP MYSELF AND MY FAMILY SAFE?

Ensure **all** fuel-burning appliances and vents in your home are inspected annually. Find a registered contractor at COsafety.ca.

Install and regularly test carbon monoxide alarms.

For more information contact your local fire department.

Wainfleet Fire & Emergency Services
www.wainfleet.ca/COsafety

Office of the Fire Marshal and Emergency Management
ontario.ca/firemarshal

DON'T WAIT– *Check the Date!*

How old are your smoke alarms?

Smoke alarms don't last forever. ***They usually last 10 years***.
Check the manufacturer's date on your smoke alarms today!
Replace expired alarms.

CHECK THE DATE.

Look at the back of the smoke alarm for the date of manufacture. The expiry date is usually 10 years from that date. **Replace expired alarms**.

TEST YOUR SMOKE ALARMS.

Once you've checked the date, test your smoke alarms by pressing the test button. Test alarms monthly. Change the batteries once a year.

INSTALL SMOKE ALARMS ON EVERY STOREY OF THE HOME AND OUTSIDE ALL SLEEPING AREAS.

For added protection, install smoke alarms in every bedroom.

HOME ESCAPE PLANNING

It is **vital** that you know what to do when the smoke alarms sound in an emergency:

- Sit down with everyone in your home and discuss how each person will get out in a fire.
- ***GET OUT & STAY OUT!*** When the smoke alarms sound, get out immediately and call 9-1-1 from outside. Never re-enter a burning building.

  Despite their best efforts, the fire department may not arrive quickly enough to save you from a fire. **You need to be outside when the firefighters arrive**.

For more information, contact your local fire department.

Wainfleet Fire & Emergency Services
www.wainfleet.ca/smokealarms

Office of the Fire Marshal and Emergency Management
ontario.ca/firemarshal

FIRE STAFF REPORT **FSR-007/2021**

TO: Mayor Gibson & Members of Council

FROM: M. Alcock, Fire Chief/CEMC

DATE OF MEETING: May 11, 2021

SUBJECT: Central Station Fire Station Architectural Schematic Design and Preliminary Cost Consultant Report

RECOMMENDATION(S):

THAT Fire Staff Report FSR-007/2021 respecting the Central Station Fire Station Architectural Schematic Design and Preliminary Cost Consultant Report, be received;

AND THAT Council direct staff to proceed with the preparation of full Construction Drawings and all required Engineering for the Fire Station based on the Concept Design as attached to this report;

AND THAT staff be directed to undertake a Contractor Prequalification to predetermine eligible contractors prior to the issuance of the Tender;

AND THAT staff be directed to return to Council with the final Construction Drawings, Engineering and an updated Cost Estimate prior to the issuance of the Construction Tender.

EXECUTIVE SUMMARY:

This report includes a summary of progress that has been made on the Central Fire Station project. In accordance with Council's direction, Staff have worked with the Project Design Team following the program scope that was identified as Option 9 contained within the Concept Design Study.

A Schematic Design has been developed by the Architect and an Initial Cost Report, taking into consideration current market construction costs and escalation, has been developed by the Cost Consultant/Quantity Surveyor.

As directed by Council on January 26, 2021, Council's approval of the Schematic Design is required prior to commencing final Construction Drawings, Engineering, Site Plan Application and Contractor Pre-Qualification.

BACKGROUND:

On December 1, 2020, a Special Council meeting was held to discuss the project. Council directed staff, through Resolution No. C-2020-233, to proceed with a request for proposal for architectural design, engineer and contract administration services for Option 9, which included the following project scope:

Detail	Option 9
Building Size	+/- 12,000 sq. ft.
Structure Type	Load bearing concrete block
Roof Construction	Engineered Steel Truss Roof
Interior Walls	Concrete block
Insulation	Closed Cell Foam Sprayed on block / attic insulated
Exterior Cladding	Metal Siding / Brick lower 36”
Roofing	Metal roof
Estimated Life Span	75+ Years

Staff prepared an RFP for Architectural Design, Engineering and Contract Administration services, and published it on the Township’s Website on December 18, 2020 until January 19, 2021.

On January 26, 2021, Council awarded the contract to Raimondo & Associates Architects Inc. and directed staff to work with the firm in the development of the project.

It has been noted by the Architect, that proposed budgets and schedules may change due to circumstances beyond the Architect’s control. Some recommendations to mitigate these risks include a refined scope, timely decisions and approvals, and clearly defined expectations, roles and responsibilities.

DISCUSSION:

Schematic Design

In working with the Architect to develop the Schematic Design (Appendix A), staff have identified a number of areas where some revisions made to the Concept Design (Appendix B) have resulted in a more efficient use of space while also reducing constructions costs.

The following table highlights some of the changes and provides rationale.

Original Concept Design Feature	Revised Schematic Design	Rationale
Two middle drive through apparatus bays	Moved to the East wall	Provides clear wall space on the east side of the building for future addition.
Two smaller mezzanines on each side of the rear apparatus bays	One large mezzanine that houses entire mechanical room, IT room and equipment storage	Centralizes all utilities, removes the need for long runs of utilities and fixtures to the east wall, removes a second set of stairs, reducing costs through less material and labour

IT room in main corridor	IT Room moved to the mezzanine	IT room requires climate controlled space. Placing it next to the mechanical room keeps all utility runs short, reducing costs through less material and labour
Janitor Closet in Physical Wellness Room	Janitor closet in main corridor.	IT room moved to mezzanine, provided space for Janitor closet in a centralized location, provided usable space in Physical Wellness Room
Front accent wall and bump-out	Removed bump out, lowered the wall height and replaced 2 windows with one to match the rest of the offices	Cleaned up the front design, removed excess masonry, removed additional truss configurations, reduced costs through less material and labour

Initial Cost Report

Building on these revisions, a Cost Consultant prepared a current estimate and developed an Initial Costing Report (ICR) (Appendix “C”)

The ICR did note that significant savings could occur if Council were to approve the use of Wood Trusses in place of Cold Formed Steel (CFS) trusses. The ICR estimates that wood trusses would save approximately $104,000.00. Both the Architect and Engineer stated that Structural Steel trusses are uncommon and an incredibly costly option for a project this small.

Staff and the Design Team reviewed the ICR and identified additional areas that could be changed, removed or reduced to further control project costs. These revisions and estimated cost reductions are listed in the table below.

Area Description	Revision	Estimated Cost Reduction
Site Scrubbing and Excavation	Retain Excavated materials on site. Reduced Trucking	-$10,000.00
Storm Water Management & Fire Protection Pond	Retain Excavated materials on site. Reduced Trucking	-$10,000.00
Domestic Water supply to retained Outbuilding	Eliminate Service	-$3,800.00
Concrete Aprons in front of Apparatus Bays	Change to Heavy Asphalt	-$15,000.00
Cold Rolled Steel Roof Trusses	Wood Trusses	-$104,000.00
Apparatus Bay Doors	Source Local Installer	-$20,000.00
Maintenance Room Door	Remove Overhead Door	-$5,000.00

Epoxy Floor Coatings	Change to penetrating clear sealer	-$20,000.00
Full Masonry Exterior Wall Cladding	Masonry Skirt with Vertical Steel Siding	-$80,000.00
Site Finishing (Top Soil & Sod)	Reuse stored materials and change to seed	-$20,000.00

Staff and the Design Team discussed these alternatives with the Cost Consultant who provided a Revised Cost Report (Appendix D).

It should be noted that the Contingency Allowance accounts for change orders and escalation. These risks can be mitigated through diligent planning and timely approvals to reduce further delays.

The following table summarizes the various areas contained within the ICR and the potential cost reductions identified by the project team through the Revised Cost Report.

Cost Consultant Cost Report		
Area Description	**Initial Cost Report**	**Revised Cost Report**
Excavation & Site works	$ 1,068,361.00	$ 1,009,754.00
Concrete	$ 234,592.00	$ 234,592.00
Masonry	$ 666,175.00	$ 502,225.00
Metals	$ 469,710.00	$ 226,120.00
Wood & Plastics	$ 119,989.00	$ 256,254.00
Thermal & Moisture Protection	$ 227,552.00	$ 301,516.00
Doors & Windows	$ 179,230.00	$ 150,230.00
Finishes	$ 240,309.00	$ 222,129.00
Specialties	$ 41,546.00	$ 69,946.00
Mechanical	$ 397,080.00	$ 397,080.00
Electrical	$ 301,609.00	$ 301,609.00
Estimated Construction Costs	**$ 3,946,153.00**	**$ 3,671,455.00**
General Contractor Conditions & Fees (12.5%)	$ 493,269.00	$ 458,932.00
Subtotal	***$4,439,422.00***	***$ 4,130,387.00***
Contingency Allowance (12.5%)	$554,928.00	$ 516,298.00
Total Estimated Project Costs (+HST)	**$4,994,350.00**	**$ 4,646,685.00**

Contractor Pre-Qualification

Should Council approve the project to proceed to Construction Drawings, staff recommend that a Contractor Pre-Qualification be conducted.

A Contractor Prequalification is a Business and Risk Management Strategy, used by Municipalities as an information gathering and assessment process that determines a contractor's capability, capacity, resources, management processes, and performance.

Contractors are graded on various areas including:

- Financial Capacity and Surety,
- Work History,
- Licensing and Qualifications,
- Management Standards,
- Regulatory, Quality, Safety, and Environmental Performance Data.

Using such a strategy, potential bidders on projects are first audited to assess their prequalification standing before bids are accepted. Only those bidders that are prequalified will be invited to submit a bid.

OPTIONS:

1) (Recommended)
   Council direct staff to proceed with the preparation of full Construction Drawings, and all required Engineering for the Fire Station as presented in the Schematic Design, AND Staff be directed to undertake a Contractor Prequalification to predetermine eligible contractors prior to the issuance of the Tender, AND staff be directed to return to Council with the final Drawings, Engineering and updated Cost Estimate prior to the issuance of the Construction Tender.

2) Council may defer the project to a later date

3) Council may cancel the project

FINANCIAL CONSIDERATIONS:

In April 2019, Council approved Phase 1: Land Acquisition, Preconstruction studies and Design/Engineering budget of $850,000.00.

In March 2020, Council approved Phase 2: Construction budget of $4,500,000.00.

Staff would note that these original budget estimates were developed and considered by Council prior to the start of the COVID-19 Pandemic. While the pandemic has significantly impacted the economies of nations around the world; through diligent oversight and project rationalization efforts with the assistance, support and guidance of Raimondo & Associates Architects Inc., staff believe that the revised design and costing estimates warrant support and endorsement to permit the project to proceed.

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.

In March 2021, Council approved the 2021 Capital & Operating Budgets, which included $100,000.00 towards the debt servicing for the project. This is the first year of the three year strategy.

OTHERS CONSULTED:

1) Raimondo & Associates Architects Inc.
2) Fire Services Leadership Team
3) Strategic Leadership Team

ATTACHMENTS:

1) Appendix “A” – Revised Schematic Design
2) Appendix “B” – Adapted Concept Design
3) Appendix “C” – Initial Cost Report
4) Appendix “D” – Revised Cost Report

Respectfully submitted by,

Morgan Alcock
Fire Chief/CEMC

Approved by,

William Kolasa
Chief Administrative Officer

APPENDIX “A”

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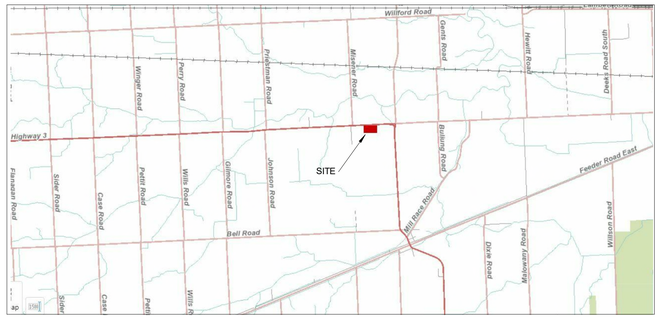
Site Plan and Building Statistics

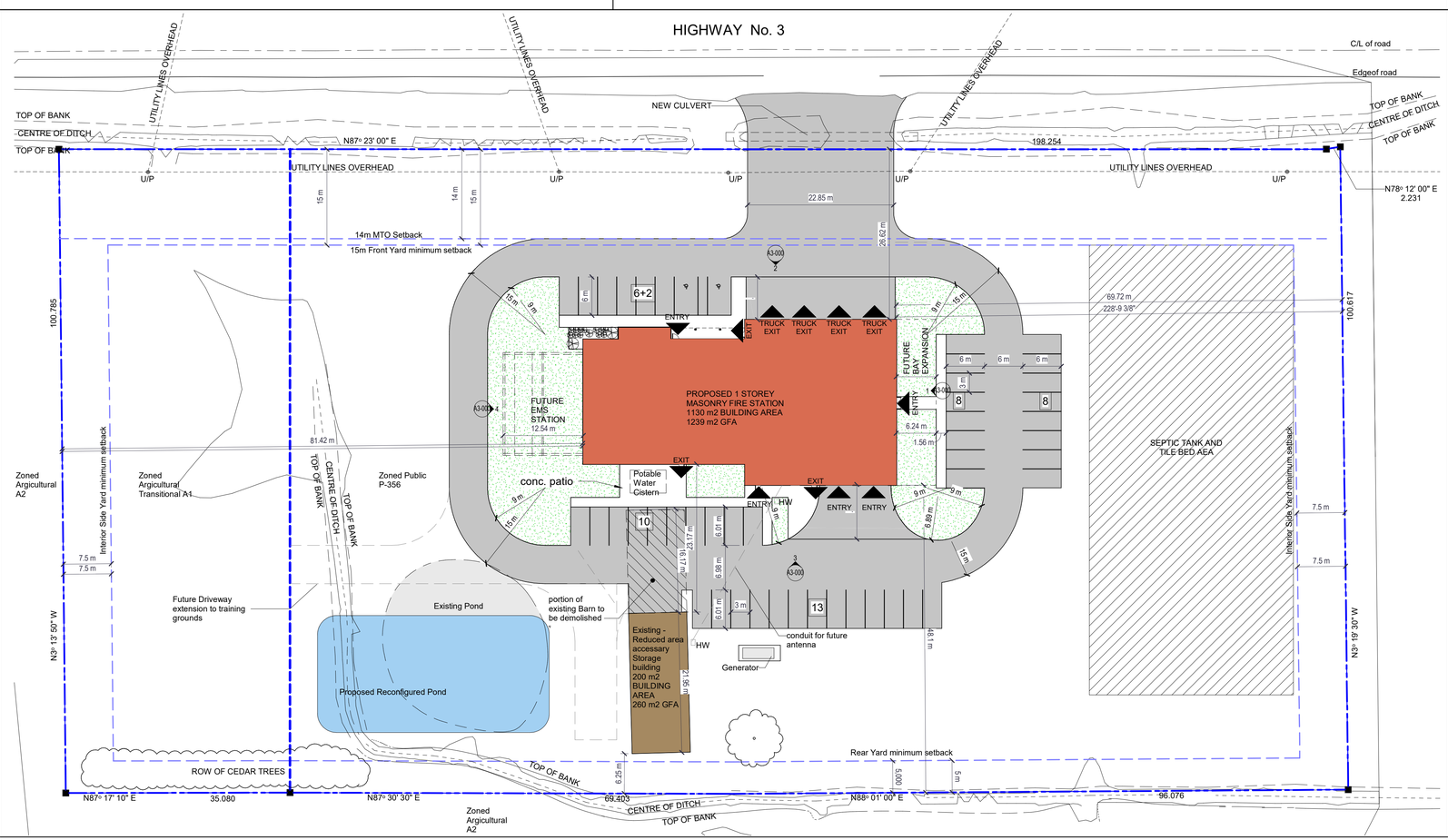
Development Proposal	New Fire Station
Project Name	Township of Wainfleet - New Central Station
Owner	Corporation of the Township of Wainfleet
Municipal Address	42143 HWY No3, Wainfleet
Former Municipality	
Legal Description	Concession 4, Part of Lot 20, Township of Wainfleet
Official Plan Designation	Institutional and Agricultural Area

Zoning By-Law Requirements for Public P-356	Required (Metric)	Required (Imperial)	Provided (Metric)	Provided (Imperial)
Lot Frontage (Min.)	NA	NA	+/- 200.4 m	+/- 657.5 ft
Lot Area (Min.)	NA	NA	+/- 20,182.5 m².	+/- 4.99 acres
Interior SideYard Setback (East)	7.5 m	16.4 ft	+/- 69.95 m	+/- 229.5 ft
Interior SideYard Setback (West)	7.5 m	16.4 ft	+/- 81.48 m	+/- 267.32 ft
Front Yard Setback (Min.) (North)	15 m	24.61 ft	+/- 21.2 m	+/- 69.6 ft
Rear Yard Setback (Min.) (South)	5 m	24.61 ft	+/- 53.54 m	+/- 175.66 ft
Building Height (Max.)	NA	NA	+/- 8.7 m	+/- 28.5 ft
Lot Coverage (Max.)	50 %		+/- 7.43 %	
Landscape Open Space (Min.)	NA		+/- 76.1% %	
	Existing (barn)		New Station	
Gross Floor Area	260 m2	2798.6 ft²	1239.48 m²	13,341.65 ft²
Building Coverage	260 m2	2798.6 ft²	1130m²	12,163 ft²
Parking- Minimum number of Spaces Required	Required		Provided	
1 space for each 28m2 of ground floor area plus 1 space for each 70m2of remaining GFA	GFA ground 1130m2 /28 = 40.35 or 41 spaces GFA Mezzanines 109.48m2 / 70= 1.56 or 2 spaces 41+2 = 43 spaces		44 spaces	
Parking- Minimum number of Barrrier Free Spaces Required	0-9 parking spaces Requires 1 Handicapped Space 10-100 Parking spaces -requires 2 handicapped spaces		2 Handicapped spaces	

SITE PLANNING STATISTICS



Context Map (N.T.S.)



1 Site Plan
A1-000 scale:1 : 400

Issued For Pre-Con.
Issued For costing
Issued For Review and Approval

A	2021-04-07	
B	2021-04-19	
D	2021-05-06	

RAIMONDO + ASSOCIATES ARCHITECTS INC.
4687 Queen Street Suite 2, Niagara Falls, Ontario, L2E 2L9
TEL: 905-357-4441 FAX: 905-357-9203
WEBSITE: www.raimondoarchitects.com
EMAIL: mail@raimondoarchitects.com

Fire and Emergency Services Central Station
Township of Wainfleet
42143 Highway #3 Wainfleet, ON

Overall Site Plan + Zoning Info

DRAWN BY: MBK
DATE: 06/05/2021 3:21:46 PM
SCALE: As indicated
PROJECT NO.: 20-163
CHECKED: --

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N

A1-000

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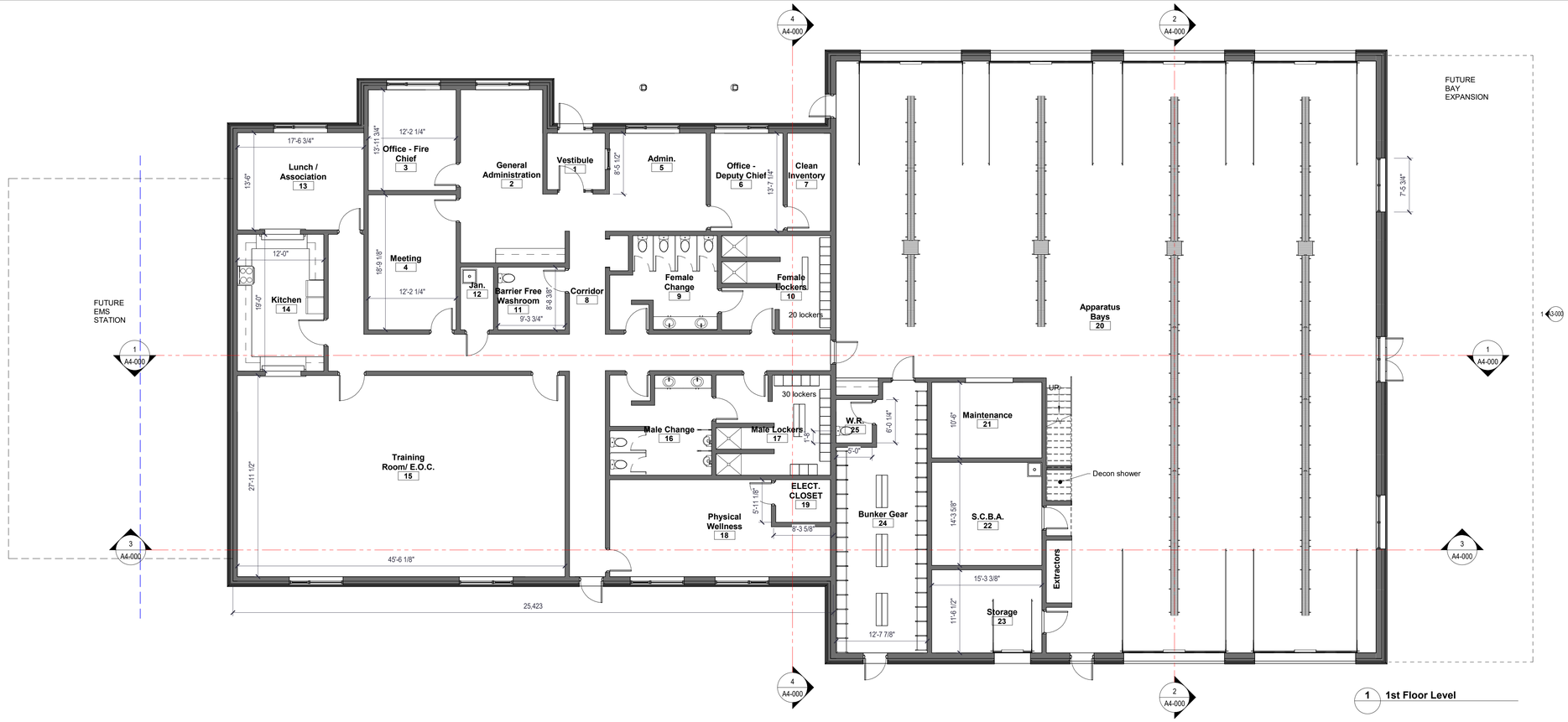

1 1st Floor Level

B	2021-04-19
D	2021-05-06

Issued For costing
Issued For Review and Approval

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Fire and Emergency Services Central Station

Township of Wainfleet
42143 Highway #3 Wainfleet, ON

Floor Plans

DRAWN BY: MBK
DATE: 06/05/2021 3:21:47 PM
SCALE: 1 : 100
PROJECT NO.: 20-163
CHECKED: --

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N

A2-100

BIM 360://20-163-Town of Wainfleet - New Fire Station/20-163 Wainfleet- New Central Station.rvt

1 A2-110 **Mezz. Level**
scale: 1 : 100

B	2021-04-19	Issued For costing
D	2021-05-06	Issued For Review and Approval

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Fire and Emergency Services Central Station

Township of Wainfleet
42143 Highway #3 Wainfleet, ON

Mezzanine Floor Pan

DRAWN BY: Author
DATE: 06/05/2021 3:21:45 PM
SCALE: 1 : 100
PROJECT NO.: 20-163
CHECKED: Checker

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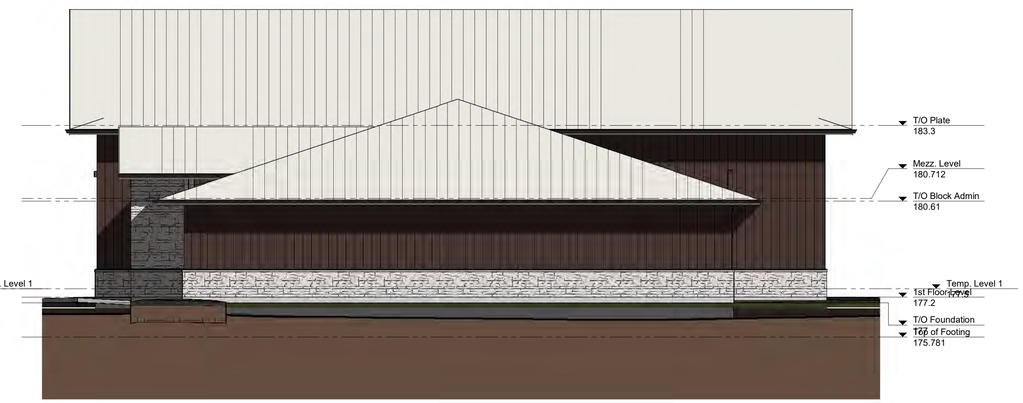
N

A2-110

BIM 360://20-163-Town of Wainfleet - New Fire Station/20-163 Wainfleet- New Central Station.rvt

2 A3-000 **Elevation - North**
scale: 1 : 100

1 A3-000 **Elevation - East**
scale: 1 : 100



4 A3-000 **Elevation - West**
scale: 1 : 100

3 A3-000 **Elevation - South**
scale: 1 : 100

BIM 360://20-163-Town of Wainfleet - New Fire Station/20-163 Wainfleet- New Central Station.rvt

B	2021-04-19	Issued For costing
C	2021-05-05	Issued For Siding revision
D	2021-05-06	Issued For Review and Approval

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Fire and Emergency Services Central Station
Township of Wainfleet
42143 Highway #3 Wainfleet, ON

Building Elevations

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DATE: 06/05/2021 3:22:06 PM
SCALE: 1 : 100
PROJECT NO.: 20-163
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A3-000

APPENDIX “B”

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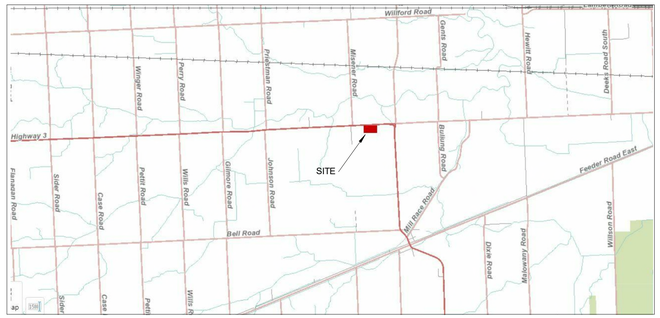
Site Plan and Building Statistics

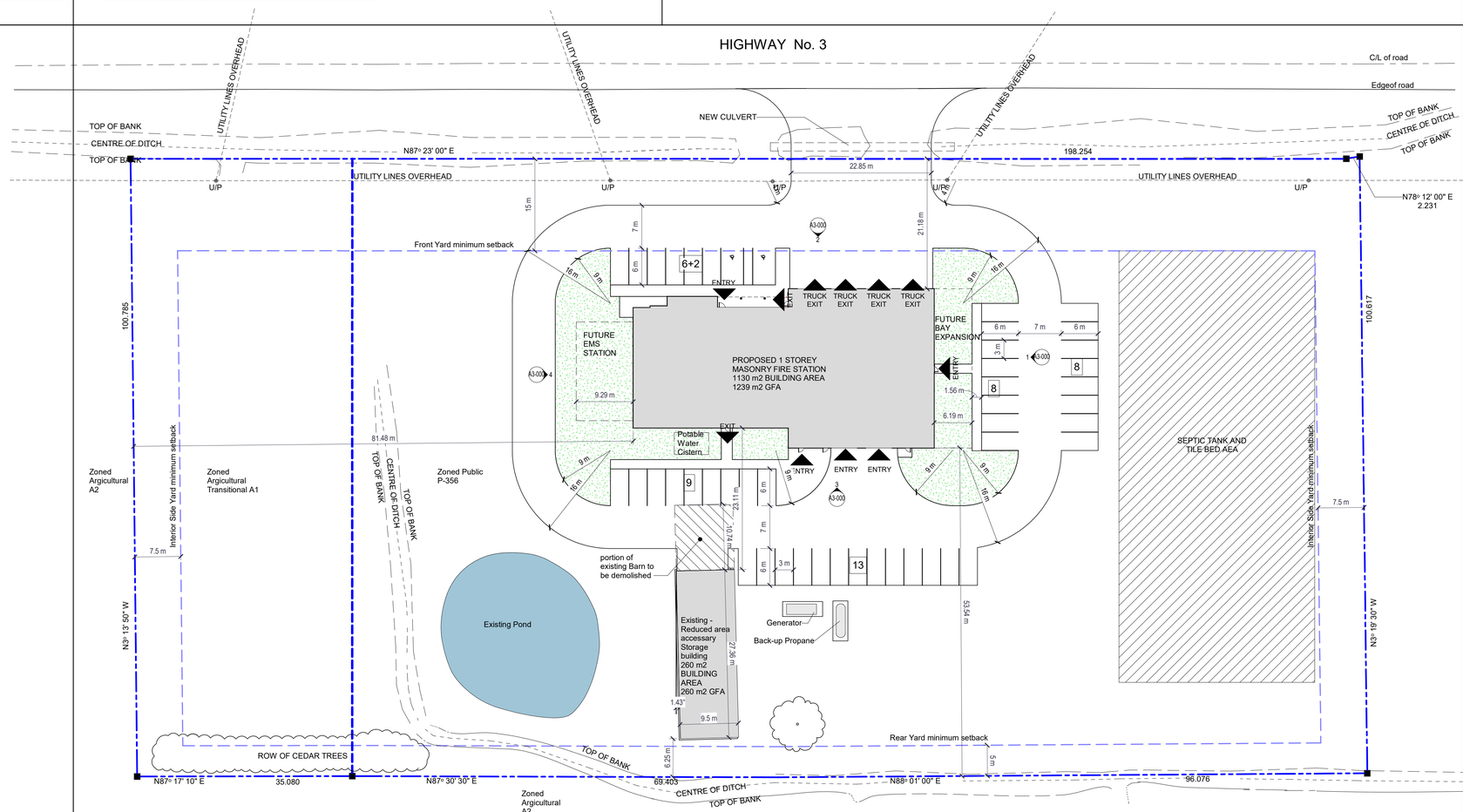
Development Proposal	New Fire Station
Project Name	Township of Wainfleet - New Central Station
Owner	Corporation of the Township of Wainfleet
Municipal Address	42143 HWY No3, Wainfleet
Former Municipality	
Legal Description	Concession 4, Part of Lot 20, Township of Wainfleet
Official Plan Designation	Institutional and Agricultural Area

Zoning By-Law Requirements for Public P-356	Required (Metric)	Required (Imperial)	Provided (Metric)	Provided (Imperial)
Lot Frontage (Min.)	NA	NA	+/- 200.4 m	+/- 657.5 ft
Lot Area (Min.)	NA	NA	+/- 20,182.5 m².	+/- 4.99 acres
Interior SideYard Setback (East)	7.5 m	16.4 ft	+/- 69.95 m	+/- 229.5 ft
Interior SideYard Setback (West)	7.5 m	16.4 ft	+/- 81.48 m	+/- 267.32 ft
Front Yard Setback (Min.) (North)	15 m	24.61 ft	+/- 21.2 m	+/- 69.6 ft
Rear Yard Setback (Min.) (South)	5 m	24.61 ft	+/- 53.54 m	+/- 175.66 ft
Building Height (Max.)	NA	NA	+/- 8.7 m	+/- 28.5 ft
Lot Coverage (Max.)	50 %		+/- 7.43 %	
Landscape Open Space (Min.)	NA		+/- 76.1% %	
	Existing (barn)		New Station	
Gross Floor Area	260 m2	2798.6 ft²	1239.48 m²	13,341.65 ft²
Building Coverage	260 m2	2798.6 ft²	1130m²	12,163 ft²
Parking- Minimum number of Spaces Required	Required		Provided	
1 space for each 28m2 of ground floor area plus 1 space for each 70m2of remaining GFA	GFA ground 1130m2 /28 = 40.35 or 41 spaces GFA Mezzanines 109.48m2 / 70= 1.56 or 2 spaces 41+2 = 43 spaces		44 spaces	
Parking- Minimum number of Barrrier Free Spaces Required	0-9 parking spaces Requires 1 Handicapped Space 10-100 Parking spaces -requires 2 handicapped spaces		2 Handicapped spaces	

SITE PLANNING STATISTICS

Context Map (N.T.S.)





1 Site Plan
A1-000 scale:1 : 400

Issued For Pre-Con.

A 2021-04-07

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Fire and Emergency Services Central Station

Town Ship of Wainfleet
42143 Highway #3 Wainfleet, ON

Overall Site Plan + Zoning Info

DRAWN BY: MBK
DATE: 12/04/2021 11:34:41 AM
SCALE: As indicated
PROJECT NO.: 20-163
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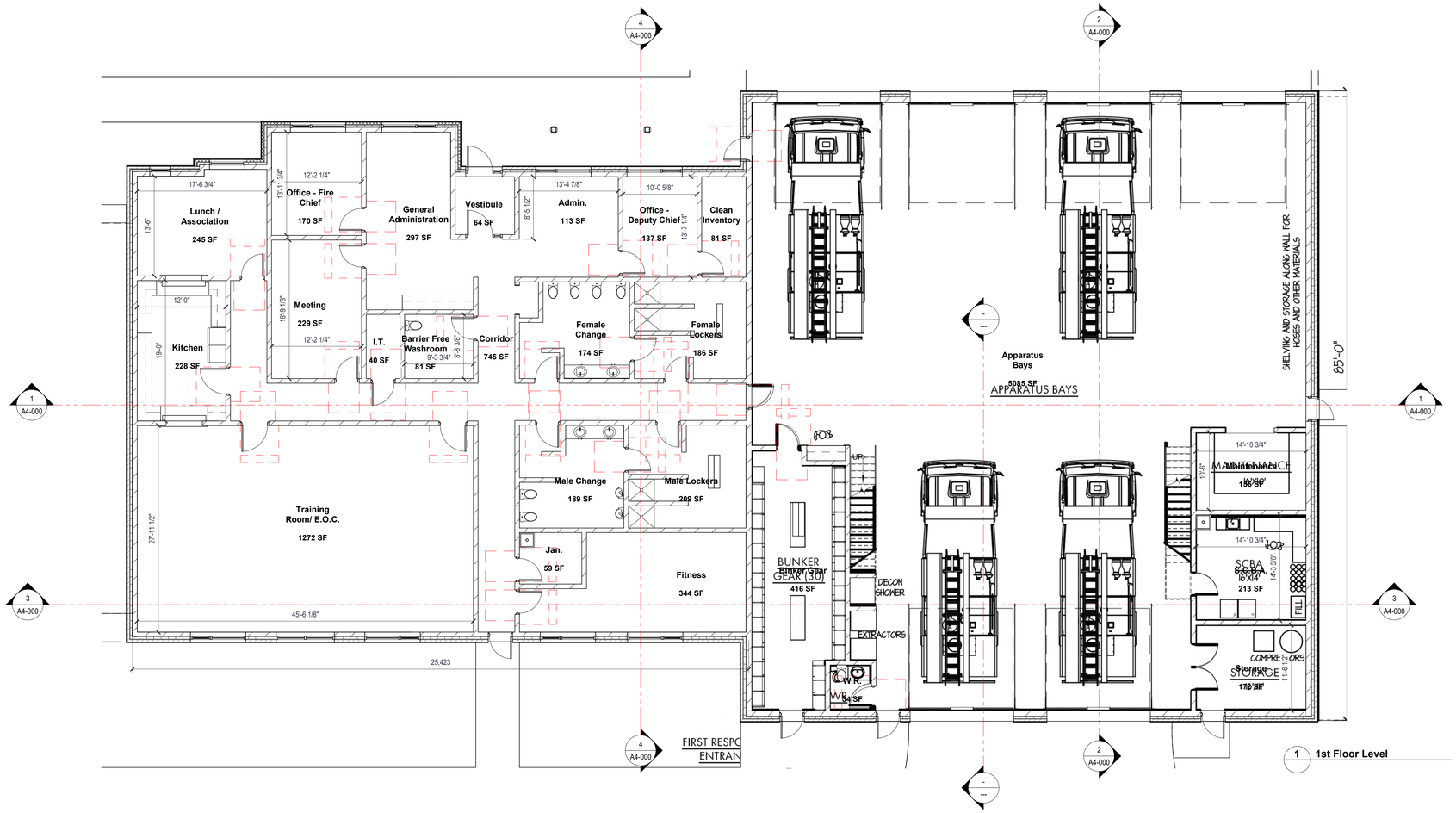

1 1st Floor Level

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Fire and Emergency Services Central Station

Town Ship of Wainfleet
42143 Highway #3 Wainfleet, ON

Floor Plans

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N

A2-100

1 A2-110 **Mezz. Level**
scale: 1 : 100

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Fire and Emergency Services Central Station

Town Ship of Wainfleet

42143 Highway #3 Wainfleet, ON

Mezzanine Floor Pan

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DATE:	12/04/2021 11:04:44 AM
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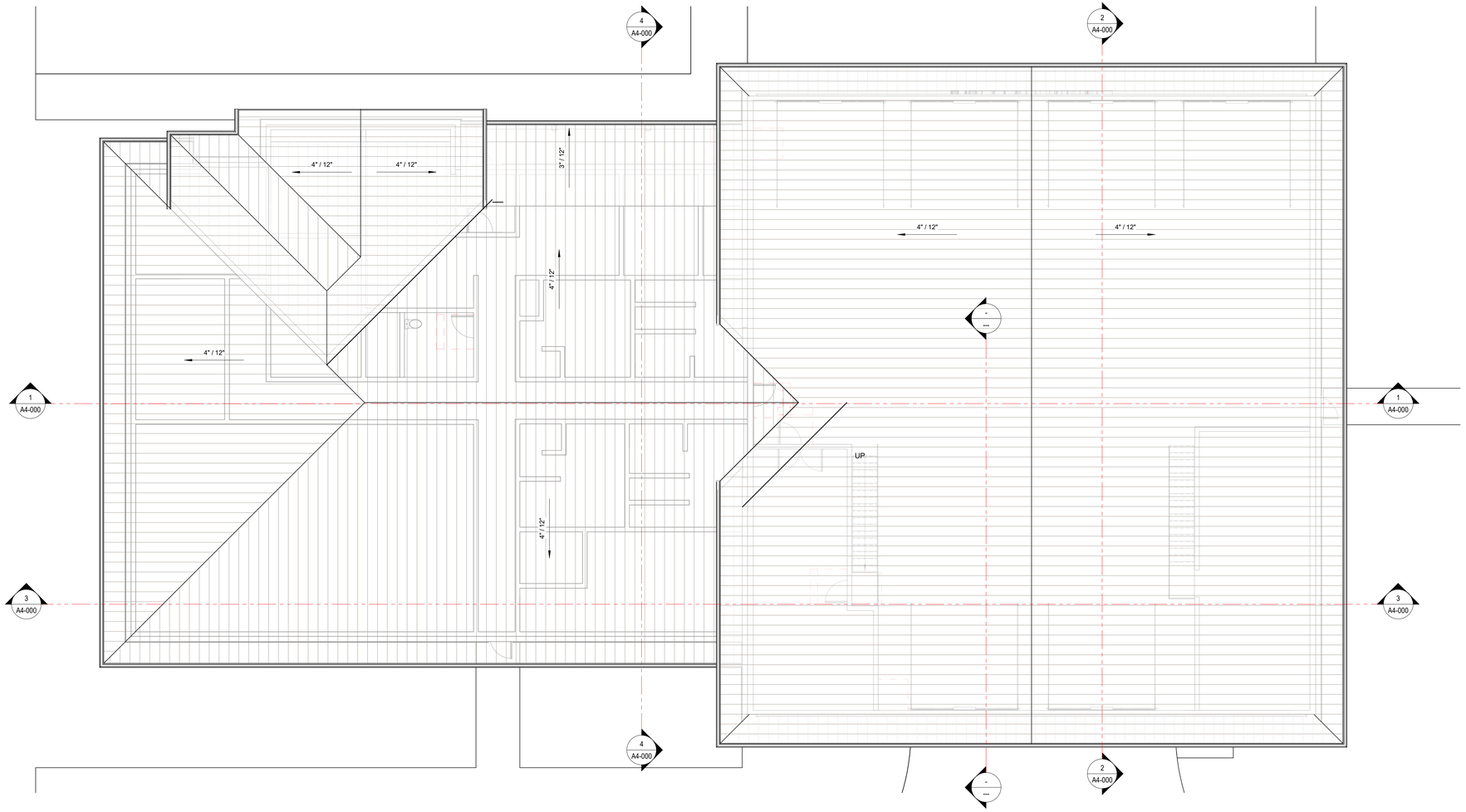
N

A2-110



1 A2-200 **Roof Plan**
scale:1 : 96

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Fire and Emergency Services
Central Station
Town Ship of Wainfleet
42143 Highway #3 Wainfleet, ON

Roof Plans

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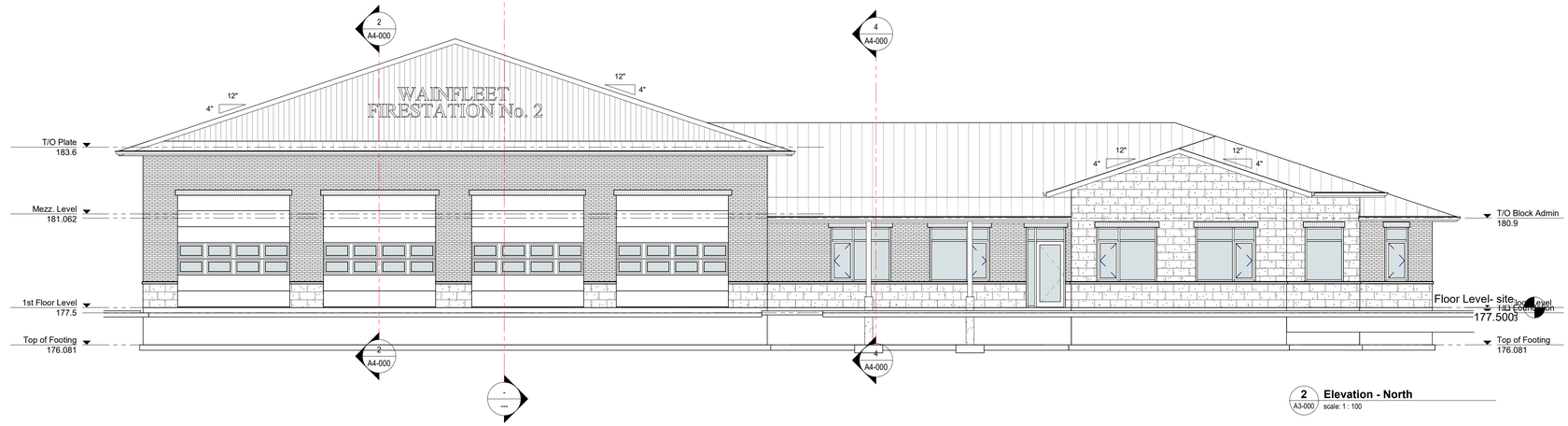
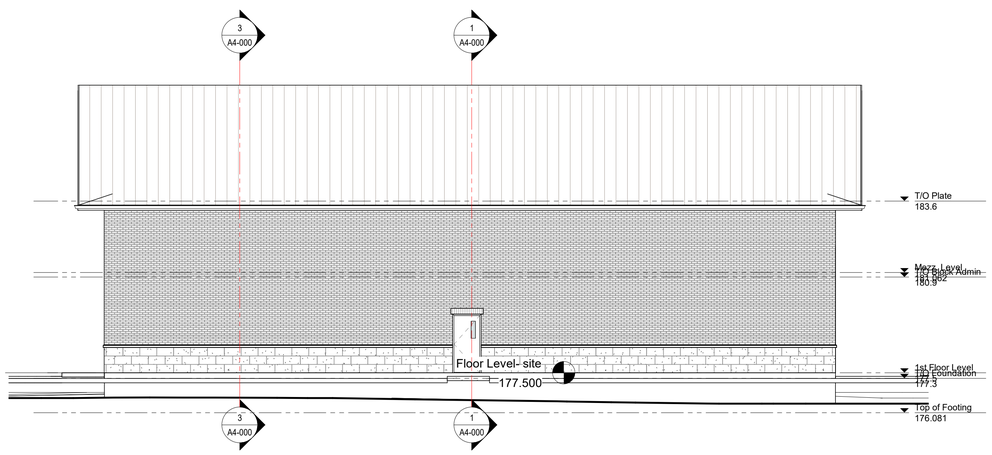
A2-200



2 A3-000 **Elevation - North**
scale: 1 : 100



1 A3-000 **Elevation - East**
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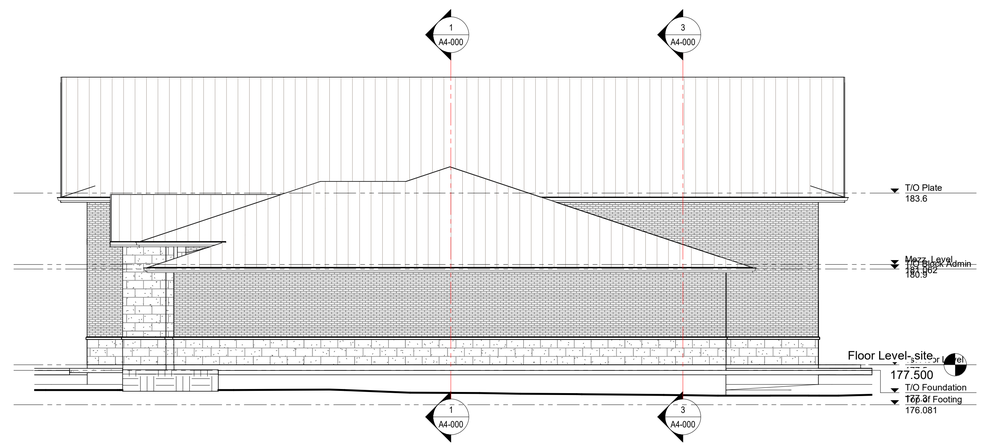

4 A3-000 **Elevation - West**
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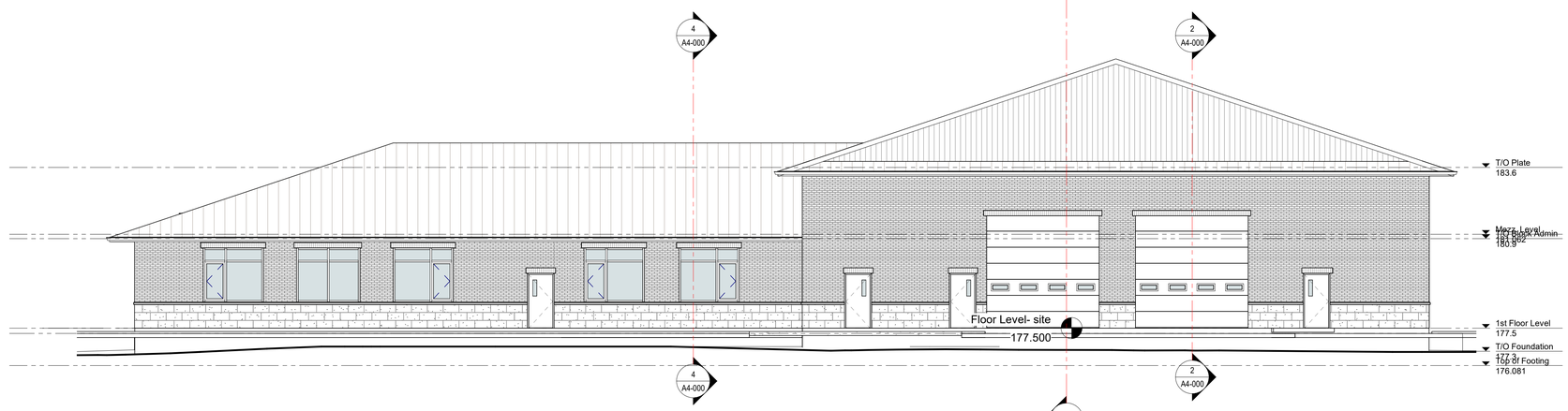

3 A3-000 **Elevation - South**
scale: 1 : 100

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Fire and Emergency Services Central Station
Town Ship of Wainfleet
42143 Highway #3 Wainfleet, ON

Building Elevations

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A3-000

APPENDIX “C”

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Wainfleet Fire Station		***April 29th, 2021.***		
Wainfleet, ON				
Project Summary:		***Estimate Total***	***$/SF***	
Trade Summary		$3,946,153.00	$296.24	
Contractor General Conditions & Fee	12.50%	$493,269.00	$37.03	
Subtotal		***$4,439,422.00***	***$333.26***	
Contingency Allowance	12.50%	$554,928.00	$41.66	
BUDGET TOTAL		***$4,994,350.00***	***$374.92***	***/sf***
		+HST		
NOT INCLUDED:				
-HST				
-design fees				
-inspection & testing				
-winter heat				
-all items noted NIC				
-additional soil borings				
-special foundations (piles, caissons)				
-removal or replacement of contaminated soils				
-permits, development, education, park fees or levies				
SEPARATE PRICE:				
-to use wood trusses in lieu of cfs trusses = $104,000 savings				

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Wainfleet Fire Station		***April 29th, 2021.***	
Wainfleet, ON			
Division	***Description***	***Total***	***$/SF***
02000	Excavation & Siteworks	$1,068,361.00	$80.20
03000	Concrete	$234,592.00	$17.61
04000	Masonry	$666,175.00	$50.01
05000	Metals	$469,710.00	$35.26
06000	Wood & Plastics	$119,989.00	$9.01
07000	Thermal & Moisture Protection	$227,552.00	$17.08
08000	Doors & Windows	$179,230.00	$13.45
09000	Finishes	$240,309.00	$18.04
10000	Specialties	$41,546.00	$3.12
11000	Equipment	$0.00	$0.00
12000	Furnishings	$0.00	$0.00
13000	Special Construction	$0.00	$0.00
14000	Conveying Systems	$0.00	$0.00
15000	Mechanical	$397,080.00	$29.81
16000	Electrical	$301,609.00	$22.64
17000	Allowances	$0.00	$0.00
	Division Total:	***$3,946,153.00***	***$296.24***

Ingersoll & associates inc.

Wainfleet Fire Station						***April 29th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
02020	***SITE DEMOLITION:***							
	farm fencing	404.00	m	$5.00	m	$2,020.00		
	metal tank (no info)	1.00	ea	$2,500.00	ea	$2,500.00		
	miscellaneous removals	1.00	sum	$1,500.00	sum	$1,500.00		$6,020.00
02025	***BUILDING DEMOLITION***							
	demolish existing house	1.00	ea	$5,000.00	ea	$5,000.00		
	demolish existing barn (partial)	145.00	m2	$50.00	m2	$7,250.00		
	demolish existing grain silo	1.00	ea	$2,500.00	ea	$2,500.00		
	disposal bins	10.00	ea	$700.00	ea	$7,000.00		$21,750.00
02210	***SITE EXCAVATION***							
	strip topsoil (stockpile)	1,650.00	m3	$12.50	m3	$20,625.00		
	cut site to new contours	0.00	m3	$0.00	m3	$0.00		
	new storm pond (3m deep)	1,985.00	m3	$25.00	m3	$49,625.00		
	disposal off site	1,443.00	m3	$15.00	m3	$21,645.00		
	cut swales	40.00	hrs	$200.00	hrs	$8,000.00		
	storm water control	1.00	sum	$2,500.00	sum	$2,500.00		
	site silt fencing	532.00	m	$10.00	m	$5,320.00		
	regrade site	10,830.00	m2	$2.00	m2	$21,660.00		$129,375.00
02215	***SITE BACKFILL***							
	fill existing pond w/ native material from new pond	324.00	m3	$15.00	m3	$4,860.00		
	fill site to new contours at landscape areas	0.00	m3	$0.00	m3	$0.00	n/a	
	raise grade at u/s paved surfaces	0.00	mt	$0.00	mt	$0.00	n/a	$4,860.00
02230	***CLEAR & GRUB***							
	clear & grub site	0.00	m2	$0.00	m2	$0.00	n/a	
	trees (already cut down, stumps left)	0.00	ea	$0.00	ea	$0.00	n/a	
	tree stumps	21.00	ea		ea	$0.00		$0.00
02250	***SHORING & UNDERPINNING***							
	shoring	0.00	m2	$0.00	m2	$0.00	n/a	
	underpinning	0.00	m3	$0.00	m3	$0.00	n/a	$0.00
02315	***BUILDING EXCAVATION***							
	column footings	0.00	m3	$0.00	m3	$0.00	n/a	
	foundation walls	460.00	m3	$15.00	m3	$6,900.00		
	loading dock pits	0.00	m3	$0.00	m3	$0.00	n/a	
	pits	0.00	m3	$0.00	m3	$0.00	n/a	
	hand excavation	10.00	hrs	$75.00	hrs	$750.00		
	fence protection at excavations	1.00	sum	$500.00	sum	$500.00		
	disposal off site	460.00	m3	$15.00	m3	$6,900.00		$15,050.00
02320	***BUILDING BACKFILL***							
	column footings	0.00	mt	$0.00	mt	$0.00	n/a	
	foundation walls -granular 'B'	1,012.00	mt	$28.00	mt	$28,336.00		
	foundation walls -site material	0.00	mt	$0.00	mt	$0.00	n/a	
	elevator pits	0.00	mt	$0.00	mt	$0.00	n/a	
	pits	0.00	mt	$0.00	mt	$0.00	n/a	
	raise grade to u/s slab on grade	0.00	mt	$0.00	mt	$0.00	n/a	
	A' to u/s slab on grade	260.00	mt	$32.00	mt	$8,320.00		$36,656.00
02475	***CAISSONS***							
	caissons	0.00	m	$0.00	m	$0.00	n/a	
	mobilization	0.00	sum	$0.00	sum	$0.00	n/a	$0.00
02580	***ELECTRICAL SITE SERVICES***							
	bring sufficient power to location - nic by Hydro	0.00	sum	$0.00	sum	$0.00	by Hydro	
	bring power onto site incl transformer - by Hydro	1.00	sum	$25,000.00	sum	$25,000.00		
	transformer pad / vault	1.00	sum	$7,500.00	sum	$7,500.00		
	primary service (pole to tranformer) - by Hydro	27.00	m	$0.00	m	$0.00	by Hydro	
	primary service - u/g ductbank	27.00	m	$250.00	m	$6,750.00		
	secondary service (transformer to bldg)	97.00	m	$75.00	m	$7,275.00		
	secondary service - u/g ductbank	97.00	m	$250.00	m	$24,250.00		
	light standards	12.00	ea	$7,500.00	ea	$90,000.00		
	u/g conduit & wiring for light standards	270.00	m	$45.00	m	$12,150.00		$172,925.00

Ingersoll & associates inc.

Wainfleet Fire Station						***April 29th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
02600	***MECHANICAL SITE SERVICES***							
	fire main	0.00	m	$0.00	m	$0.00		
	fire hydrants to above	0.00	ea	$0.00	ea	$0.00		
	domestic water 100mm to bldg	98.00	m	$150.00	m	$14,700.00		
	domestic water 75mm to barn	29.00	m	$130.00	m	$3,770.00		
	storm sewers 100mm	10.00	m	$150.00	m	$1,500.00		
	storm sewers 150mm	10.00	m	$175.00	m	$1,750.00		
	storm sewers 200mm	160.00	m	$200.00	m	$32,000.00		
	storm sewers 300mm	78.00	m	$300.00	m	$23,400.00		
	catch basins	5.00	ea	$3,500.00	ea	$17,500.00		
	storm MH's	6.00	ea	$7,500.00	ea	$45,000.00		
	storm sceptors	0.00	ea	$0.00	ea	$0.00	nic	
	culvert 1200mm	30.00	m	$100.00	m	$3,000.00		
	cistern tank for domestic water	1.00	ea	$20,000.00	ea	$20,000.00		
	sanitary line 150mm from bldg to septic	72.00	m	$175.00	m	$12,600.00		
	sanitary manholes	2.00	ea	$7,500.00	ea	$15,000.00		
	septic system / bed	1.00	ea	$30,000.00	ea	$30,000.00		
	gas line to bldg	91.00	m	$100.00	m	$9,100.00		
	gas line to generator	27.00	m	$75.00	m	$2,025.00		
	street connections from property line	3.00	ea	$5,000.00	ea	$15,000.00		$246,345.00
02620	***FOUNDATION DRAINAGE***							
	underslab weeping tile system	0.00	m	$0.00	m	$0.00	nic	
	perimeter foundation drainage	156.00	m	$30.00	m	$4,680.00		$4,680.00
02740	***ASPHALT PAVING***							
	light duty asphalt pavement	905.00	m2	$50.00	m2	$45,250.00		
	medium duty asphalt pavement	0.00	m2	$0.00	m2	$0.00		
	heavy duty asphalt pavement	2,129.00	m2	$65.00	m2	$138,385.00		
	excavation to pavement	1,533.00	m3	$20.00	m3	$30,660.00		$214,295.00
02750	***CONCRETE PAVEMENT***							
	concrete aprons	273.00	m2	$120.00	m2	$32,760.00		
	generator pad	16.00	m2	$120.00	m2	$1,920.00		
	granular 'A' to u/s concrete pavement	180.00	mt	$28.00	mt	$5,040.00		$39,720.00
02770	***CONCRETE CURBS***							
	concrete curbs	569.00	m	$75.00	m	$42,675.00		$42,675.00
02775	***CONCRETE SIDEWALKS***							
	concrete sidewalks	300.00	m2	$75.00	m2	$22,500.00		$22,500.00
02820	***FENCING & GATES***							
	chain link fencing & gates	0.00	m	$0.00	m	$0.00	n/a	$0.00
02810	***IRRIGATION SYSTEMS***							
	underground lawn/landscaping irrigation	0.00	sum	$0.00	sum	$0.00	nic	$0.00
02830	***RETAINING WALLS***							
	retaining walls	0.00	m2	$0.00	m2	$0.00	n/a	$0.00
02870	***SITE FURNISHINGS***							
	site furniture	0.00	ea	$0.00	ea	$0.00	nic	$0.00
02920	***SEEDING / SODDING***							
	respread topsoil (reuse existing)	1,868.00	m3	$20.00	m3	$37,360.00		
	seed disturbed areas	10,830.00	m2	$5.00	m2	$54,150.00		
	trees & shrubs	0.00	sum	$0.00	sum	$0.00	nic	
	landscaping - allowance	1.00	sum	$20,000.00	sum	$20,000.00		$111,510.00
03110	***BUILDING CONCRETE FORMWORK***							
	column footings	0.00	m2	$0.00	m2	$0.00	n/a	
	piers	0.00	m2	$0.00	m2	$0.00	n/a	
	foundation wall footings	69.00	m2	$130.00	m2	$8,970.00		
	foundation walls	486.00	m2	$130.00	m2	$63,180.00		
	slab on grade	65.00	m2	$90.00	m2	$5,850.00		
	slab on metal deck	6.00	m2	$90.00	m2	$540.00		
	loading docks	0.00	m2	$0.00	m2	$0.00	n/a	
	stairs & miscellaneous bases		m2		m2	$0.00	n/a	
	formwork equipment	626.00	m2	$10.00	m2	$6,260.00	a	$84,800.00

Ingersoll & associates inc.

Wainfleet Fire Station						***April 29th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
03140	***SET EMBEDDED ITEMS***							
	anchor bolts	0.00	ea	$0.00	ea	$0.00	n/a	
	loading dock pit frames	0.00	ea	$0.00	ea	$0.00	n/a	
	pit edge angle	0.00	m	$0.00	m	$0.00	n/a	
	set pre-fabricated trench drains - see Div 5500	0.00	m	$0.00	m	$0.00		
	miscellaneous items	1.00	sum	$500.00	sum	$500.00		$500.00
03150	***CONCRETE SUNDRIES***							
	AIFB at slab edge	380.00	m	$8.50	m	$3,230.00		
	drill & grout anchors in slab edges	0.00	ea	$15.00	ea	$0.00	n/a	
	grout column base plates	0.00	ea	$85.00	ea	$0.00	n/a	
	grout hm door frames	0.00	ea	$0.00	ea	$0.00	see 04210	
	water stop	0.00	m	$25.00	m	$0.00	n/a	
	miscellaneous concrete items	1.00	sum	$1,000.00	sum	$1,000.00		$4,230.00
03210	***REINFORCING STEEL***							
	foundations	12.00	mt	$2,100.00	mt	$25,200.00		
	structural slabs	0.00	mt	$0.00	mt	$0.00	n/a	
	slab on grade - 250	11.00	mt	$2,100.00	mt	$23,100.00		
	loading dock pit slabs	0.00	mt	$0.00	mt	$0.00	n/a	
	mesh to slab on grade	681.00	m2	$5.50	m2	$3,746.00		
	mesh to slab on metal deck	118.00	m2	$5.50	m2	$649.00		$52,695.00
03310	***BUILDING CONCRETE PLACEMENT***							
	column footings	0.00	m3	$0.00	m3	$0.00	n/a	
	piers	0.00	m3	$0.00	m3	$0.00	n/a	
	foundation wall footings	21.00	m3	$70.00	m3	$1,470.00		
	foundation walls	92.00	m3	$70.00	m3	$6,440.00		
	slab on grade 125	74.00	m3	$70.00	m3	$5,180.00		
	slab on grade 250	60.00	m3	$70.00	m3	$4,200.00		
	structural slabs	0.00	m3	$0.00	m3	$0.00	n/a	
	slab on metal deck	8.00	m3	$70.00	m3	$560.00		
	loading dock pits	0.00	m3	$0.00	m3	$0.00	n/a	
	stairs & miscellaneous bases	0.00	m3	$150.00	m3	$0.00		
	placement equipment	255.00	m3	$30.00	m3	$7,650.00		$25,500.00
03360	***CONCRETE FLOOR FINISHING***							
	slab on grade 125	592.00	m2	$15.00	m2	$8,880.00		
	slab on grade - 250	480.00	m2	$15.00	m2	$7,200.00		
	slab on metal deck	103.00	m2	$15.00	m2	$1,545.00		
	elevator pit slabs	0.00	m2	$0.00	m2	$0.00	n/a	
	structural slabs	0.00	m2	$0.00	m2	$0.00	n/a	
	loading dock pits	0.00	m2	$0.00	m2	$0.00	n/a	
	pit slabs	0.00	m2	$0.00	m2	$0.00	n/a	
	stairs & miscellaneous bases	0.00	m2	$0.00	m2	$0.00	n/a	
	cure & seal	1,175.00	m2	$1.70	m2	$1,998.00		
	sawcut & filler to slab on grade	296.00	m	$6.50	m	$1,924.00		$21,547.00
03330	***CONCRETE SUPPLY***							
	foundations	113.00	m3	$140.00	m3	$15,820.00		
	slabs on grade - 125	74.00	m3	$140.00	m3	$10,360.00		
	slabs on grade - 250	60.00	m3	$150.00	m3	$9,000.00		
	slabs on deck	8.00	m3	$140.00	m3	$1,120.00		
	structural slabs	0.00	m3	$0.00	m3	$0.00	n/a	
	stairs & miscellaneous bases	0.00	m3	$0.00	m3	$0.00	n/a	
	environmental charge	255.00	m3	$5.00	m3	$1,275.00		
	winter heat	255.00	m3	$17.00	m3	$4,335.00		
	superplastisizer	134.00	m3	$15.00	m3	$2,010.00		
	waste	8.00	m3	$175.00	m3	$1,400.00		$45,320.00
04220	***MASONRY***							
	190mm reinforced LB block walls - perimeter	249.00	m2	$215.00	m2	$53,535.00		
	250mm reinforced LB block walls - perimeter	476.00	m2	$250.00	m2	$119,000.00		
	190mm block walls - interior	879.00	m2	$180.00	m2	$158,220.00		
	250mm block walls - interior	115.00	m2	$200.00	m2	$23,000.00		
	brick veneer	411.00	m2	$450.00	m2	$184,950.00		
	architectural block	138.00	m2	$375.00	m2	$51,750.00		
	precast sills	119.00	m	$150.00	m	$17,850.00		
	grout hm door frames	93.00	ea	$150.00	ea	$13,950.00		
	cavity wall insulation	549.00	m2	$50.00	m2	$27,450.00		
	cavity wall air vapour barrier	549.00	m2	$30.00	m2	$16,470.00		$666,175.00

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Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
05120	***STRUCTURAL STEEL***							
	mezzanine steel framing	3.00	mt	$7,500.00	mt	$22,500.00		
	man door frames/lintels	32.00	ea	$50.00	ea	$1,600.00		
	overhead door frames - apparatus bay	6.00	ea	$3,500.00	ea	$21,000.00		
	overhead door frames - others	4.00	ea	$1,500.00	ea	$6,000.00		
	design development	3.00	mt	$500.00	mt	$1,500.00		$52,600.00
05310	***STEEL DECKING***							
	floor deck	103.00	m2	$65.00	m2	$6,695.00		
	roof deck	1,431.00	m2	$45.00	m2	$64,395.00		
	roof upstands	0.00	m	$0.00	m	$0.00	n/a	$71,090.00
05510	***COLD FORMED STEEL (CFS)***							
	structural roof trusses 27m span	69.00	ea	$1,460.00	ea	$100,740.00		
	structural roof trusses 23m span	36.00	ea	$1,240.00	ea	$44,640.00		
	structural roof trusses 11m span	11.00	ea	$600.00	ea	$6,600.00		
	structural roof trusses 1m to 11m avg. span	115.00	ea	$600.00	ea	$69,000.00		
	structural roof trusses 1m to 5m avg. span	23.00	ea	$270.00	ea	$6,210.00		
	miscellaneous internal framing	254.00	ea	$50.00	ea	$12,700.00		$239,890.00
05580	***MISCELLANEOUS METALS***							
	bollards at o/h doors - apparatus bay	24.00	ea	$550.00	ea	$13,200.00		
	bollards at o/h doors - storage room	4.00	ea	$550.00	ea	$2,200.00		
	bollards at o/h doors - maintenance room	4.00	ea	$550.00	ea	$2,200.00		
	galvanized metal liner ceiling - apparatus bays	0.00	m2	$0.00	m2	$0.00	see 07460	
	hd trench drains 300mm wide - apparatus bays	61.00	m	$850.00	m	$51,850.00		
	hd trench drain 600x600 CB's - apparatus bays	4.00	ea	$1,500.00	ea	$6,000.00		
	galvanized stairs w/ grating treads and railings	18.00	trds	$600.00	trds	$10,800.00		
	metal plate at top of perimeter wall	150.00	m	$50.00	m	$7,500.00		
	miscellaneous items	1,238.00	m2	$10.00	m2	$12,380.00		$106,130.00
06110	***ROOF WOOD BLOCKING***							
	2 x 6 roof blocking	0.00	m	$0.00	m	$0.00	n/a	
	2 x 6 fascia board	225.00	m	$12.38	m	$2,784.00		
	2 x 6 soffit framing	514.00	m	$12.38	m	$6,361.00		
	3/4" plywood to roof	0.00	sht	$0.00	sht	$0.00		
	1/2" plywood to roof - supply	601.00	sht	$70.00	sht	$42,070.00		
	1/2" plywood to roof - install	601.00	sht	$25.00	sht	$15,025.00		$66,240.00
06120	***INTERIOR WOOD BLOCKING***							
	wood blocking	1,238.00	m2	$3.00	m2	$3,714.00		$3,714.00
06150	***TEMPORARY WORK***							
	site security fencing - set up / dismantle	532.00	m	$5.00	m	$2,660.00		
	site security fencing - rental	10.00	mths	$1,300.00	mths	$13,000.00		
	weather tight enclosures	50.00	m2	$90.00	m2	$4,500.00		
	temporary partitions	50.00	m2	$60.00	m2	$3,000.00		
	temporary stair to roof -initial setup & dismantle	0.00	sum	$3,500.00	sum	$0.00	n/a	
	temporary stair -monthly rental	0.00	mth	$1,000.00	mth	$0.00	n/a	
	safety rails	1.00	sum	$1,500.00	sum	$1,500.00		$24,660.00
06220	***MILLWORK / FINISH CARPENTRY***							
	upper / lower kitchen cabinets	12.00	m	$1,500.00	m	$18,000.00		
	washroom vanities	5.00	m	$600.00	m	$3,000.00		
	planstic laminated window sills	25.00	m	$175.00	m	$4,375.00		$25,375.00
07110	***DAMPPROOFING***							
	dampproofing	0.00	m2	$0.00	m2	$0.00	n/a	$0.00
07210	***BUILDING INSULATION***							
	rigid insulation 50mm at perimeter foundations	185.00	m2	$40.00	m2	$7,400.00		
	rigid insulation 50mm to u/s of slab at perimeter of fdn wall	89.00	m2	$40.00	m2	$3,560.00		
	blown-in insulation to attic	1,431.00	m2	$40.00	m2	$57,240.00		$68,200.00
07410	***METAL ROOFING***							
	sloped metal roofing w/ membranes - supply	1,431.00	m2	$30.00	m2	$42,930.00		
	sloped metal roofing w/ membranes - installation	1,431.00	m2	$25.00	m2	$35,775.00		
	metal soffit	205.00	m2	$30.00	m2	$6,150.00		
	metal fascia	225.00	m	$50.00	m	$11,250.00		
	eavestroughs	176.00	m	$20.00	m	$3,520.00		
	ridge vent	55.00	m	$50.00	m	$2,750.00		
	snow guards	175.00	m	$20.00	m	$3,500.00		$105,875.00

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Wainfleet Fire Station						***April 29th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
07460	***METAL SIDING***							
	metal siding	81.00	m2	$175.00	m2	$14,175.00		
	galvanized metal liner ceiling - apparatus bays	564.00	m2	$50.00	m2	$28,200.00		
	miscellaneous flashings	1.00	sum	$1,000.00	sum	$1,000.00		$43,375.00
07810	***SPRAYED FIREPROOFING***							
	sprayed fireproofing to u/s of mezzanine	103.00	m2	$50.00	m2	$5,150.00		$5,150.00
07840	***FIRESTOPPING / SMOKE SEAL***							
	fire stop	1,238.00	m2	$2.00	m2	$2,476.00		$2,476.00
07920	***SEALANTS***							
	sealants	1,238.00	m2	$2.00	m2	$2,476.00		$2,476.00
08110	***HOLLOW METAL DOORS & FRAMES***							
	single door frames	32.00	ea	$150.00	ea	$4,800.00		
	single frames for wood doors	0.00	ea	$0.00	ea	$0.00	n/a	
	double door frames	0.00	ea	$0.00	ea	$0.00	n/a	
	doors	32.00	ea	$180.00	ea	$5,760.00		
	windows or screens	0.00	ea	$0.00	ea	$0.00	n/a	$10,560.00
08114	***INSTALL METAL DOORS & FRAMES***							
	single door frames	32.00	ea	$50.00	ea	$1,600.00		
	double door frames	0.00	ea	$0.00	ea	$0.00	n/a	
	doors	32.00	ea	$150.00	ea	$4,800.00		
	windows or screens	0.00	ea	$0.00	ea	$0.00	n/a	
	handle doors, frames & screens	64.00	ea	$30.00	ea	$1,920.00		$8,320.00
08120	***ALUMINUM WINDOWS & DOORS***							
	aluminum entrances & storefronts	5.00	m2	$850.00	m2	$4,250.00		
	aluminum entry doors	2.00	ea	$2,800.00	ea	$5,600.00		
	aluminum windows (9 each w/ operable opngs)	42.00	m2	$750.00	m2	$31,500.00		$41,350.00
08330	***COILING DOORS***							
	coiling shutters at kitchen - 1530 x 980	2.00	ea	$1,500.00	ea	$3,000.00		$3,000.00
08360	***OVERHEAD DOORS***							
	apparatus bay doors - 4249 x 4255 (electrically operated)	6.00	ea	$15,000.00	ea	$90,000.00		
	storage doors - 1536 x 2100 (manually operated)	1.00	ea	$3,500.00	ea	$3,500.00		
	maintenance - 2000 x 2400 (manually operated)	1.00	ea	$5,000.00	ea	$5,000.00		$98,500.00
08710	***FINISH HARDWARE***							
	hollow metal doors	32.00	ea	$500.00	ea	$16,000.00		
	wood doors	0.00	ea	$0.00	ea	$0.00	n/a	$16,000.00
08800	***MISCELLANEOUS GLASS & GLAZING***							
	sliding glass windows at admin	1.00	ea	$1,500.00	ea	$1,500.00		$1,500.00
09250	***GYPSUM BOARD***							
	drywall to perimeter walls	0.00	m2	$0.00	m2	$0.00	n/a	
	drywall partitions	0.00	m2	$0.00	m2	$0.00	n/a	
	drywall furred to masonry	0.00	m2	$0.00	m2	$0.00	n/a	
	drywall ceilings to u/s of truss (5/8" FR) - apparatus bay	564.00	m2	$0.00	m2	$0.00	nic	
	drywall ceilings to u/s of truss (5/8" FR) - remainder of bldg	447.00	m2	$95.00	m2	$42,465.00		
	drywall ceilings - suspended	77.00	m2	$110.00	m2	$8,470.00		$50,935.00
09310	***CERAMIC TILE***							
	ceramic tile flooring	74.00	m2	$180.00	m2	$13,320.00		
	ceramic tile flooring - showers (#4)	4.00	m2	$300.00	m2	$1,200.00		
	ceramic tile to walls - showers (#4)	57.00	m2	$180.00	m2	$10,260.00		
	tile base	107.00	m	$30.00	m	$3,210.00		$27,990.00
09510	***ACOUSTIC CEILINGS***							
	acoustic tile ceilings	369.00	m2	$65.00	m2	$23,985.00		$23,985.00
09650	***RESILIENT FLOORING***							
	sheet flooring	415.00	m2	$80.00	m2	$33,200.00		
	intergral cove base	354.00	m	$40.00	m	$14,160.00		$47,360.00
09670	***FLUID APPLIED FLOORING***							
	epoxy floor coating	504.00	m2	$85.00	m2	$42,840.00		
	intergral cove bases	140.00	m2	$35.00	m2	$4,900.00		
	clear sealer	119.00	m2	$15.00	m2	$1,785.00		
	rubber base	93.00	m	$9.50	m	$884.00		$50,409.00

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Wainfleet Fire Station						***April 29th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
09910	***PAINTING***							
	masonry partitions - one sided	725.00	m2	$10.00	m2	$7,250.00		
	masonry partitions - two sided	1,988.00	m2	$10.00	m2	$19,880.00		
	drywall partitions	0.00	m2	$0.00	m2	$0.00	n/a	
	drywall ceilings	77.00	m2	$10.00	m2	$770.00		
	exposed structure ceilings	93.00	m2	$10.00	m2	$930.00		
	hollow metal doors, frames & screens	64.00	ea	$125.00	ea	$8,000.00		
	bollards	24.00	ea	$75.00	ea	$1,800.00		
	miscellaneous items	1.00	sum	$1,000.00	sum	$1,000.00		$39,630.00
10160	***TOILET COMPARTMENTS***							
	toilet partitions (metal)	6.00	ea	$1,750.00	ea	$10,500.00		
	urinal screens (metal)	2.00	ea	$450.00	ea	$900.00		$11,400.00
10430	***EXTERIOR SIGNAGE***							
	exterior signage - main sign over o/h doors	1.00	sum	$15,000.00	sum	$15,000.00		$15,000.00
10440	***INTERIOR SIGNAGE***							
	interior signage	1,238.00	m2	$2.00	m2	$2,476.00		$2,476.00
10500	***LOCKERS***							
	lockers (double)	26.00	ea	$250.00	ea	$6,500.00		$6,500.00
10670	***STORAGE SHELVING***							
	bunker room storage cubbies w/ benches - nic by others	0.00	ea	$0.00	ea	$0.00	nic	$0.00
10810	***WASHROOM ACCESSORIES***							
	toilet paper dispseners	8.00	ea	$75.00	ea	$600.00		
	grab bars	10.00	ea	$75.00	ea	$750.00		
	soap dispensers	6.00	ea	$50.00	ea	$300.00		
	paper towel dispenser / disposal	6.00	ea	$250.00	ea	$1,500.00		
	mirrors	6.00	ea	$50.00	ea	$300.00		
	coat hooks	8.00	ea	$15.00	ea	$120.00		
	shower curtain & rod	4.00	ea	$50.00	ea	$200.00		
	hand dryers	0.00	ea	$0.00	ea	$0.00	nic	
	install washroom accessories	48.00	ea	$50.00	ea	$2,400.00		$6,170.00
12400	***FURNITURE, FIXTURES & EQUIPMENT***							
	furniture, fixtures & equipment	0.00	sum	$0.00	sum	$0.00	nic	$0.00
12490	***WINDOW TREATMENT***							
	window treatment	0.00	m2	$0.00	m2	$0.00	nic	$0.00

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Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
15100	***MECHANICAL***							
	underground plumbing:							
	..100mm sanitary	60.00	m	$100.00	m	$6,000.00		
	..150mm sanitary	65.00	m	$130.00	m	$8,450.00		
	..oil grit interceptor	1.00	ea	$15,000.00	ea	$15,000.00		
	..floor drains	6.00	ea	$350.00	ea	$2,100.00		
	aboveground plumbing							
	..domestic hot water heater	1.00	ea	$3,500.00	ea	$3,500.00		
	..water softener	1.00	ea	$2,500.00	ea	$2,500.00		
	..100mm storm line (roof drainage)	0.00	m	$0.00	m	$0.00	n/a	
	..100mm sanitary	12.00	m	$150.00	m	$1,800.00		
	..toilets touchless	8.00	ea	$2,500.00	ea	$20,000.00		
	..urinals touchless	2.00	ea	$1,800.00	ea	$3,600.00		
	..sinks w/ touchless facets	6.00	ea	$1,500.00	ea	$9,000.00		
	..shower head w/ controls	4.00	ea	$1,250.00	ea	$5,000.00		
	..cold water 25mm	158.00	m	$50.00	m	$7,900.00		
	..cold water 19mm	77.00	m	$40.00	m	$3,080.00		
	..cold water 19mm at barn	58.00	m	$40.00	m	$2,320.00		
	..hot water 25mm	49.00	m	$50.00	m	$2,450.00		
	..hot water 19mm	42.00	m	$40.00	m	$1,680.00		
	..shut off valves	22.00	ea	$150.00	ea	$3,300.00		
	..hose bibs	4.00	ea	$250.00	ea	$1,000.00		
	..hose bibs (barn)	40.00	ea	$250.00	ea	$10,000.00		
	..water meter	1.00	ea	$3,500.00	ea	$3,500.00		
	service piping							
	..gas meter	1.00	ea	$5,000.00	ea	$5,000.00		
	..gas piping 75mm	69.00	m	$125.00	m	$8,625.00		
	..gas piping 50mm	27.00	m	$95.00	m	$2,565.00		
	..compress air system in apparatus bay	468.00	m2	$30.00	m2	$14,040.00		
	..truck fill / empty station at barn	1.00	ea	$5,000.00	ea	$5,000.00		
	hvac							
	..erv unit	1.00	ea	$25,000.00	ea	$25,000.00		
	..ductwork	1,238.00	m2	$35.00	m2	$43,330.00		
	..louvre at mechanical room	1.00	ea	$3,500.00	ea	$3,500.00		
	..vrf condensing units	2.00	ea	$5,000.00	ea	$10,000.00		
	..vrf wall / ceiling units	10.00	ea	$2,500.00	ea	$25,000.00		
	..dehumification unit for bunker area	1.00	ea	$7,500.00	ea	$7,500.00		
	..exhaust fans	6.00	ea	$450.00	ea	$2,700.00		
	..exhaust fans (kitchen)	2.00	ea	$500.00	ea	$1,000.00		
	..radiant heater at apparatus bays	64.00	m	$375.00	m	$24,000.00		
	..radiant heater at barn	20.00	m	$375.00	m	$7,500.00		
	..fans at apparatus bays	3.00	ea	$1,500.00	ea	$4,500.00		
	..co2 detection system at apparatus bay	468.00	m2	$30.00	m2	$14,040.00		
	hydronic in floor heating							
	..boiler plant w/ associated piping, exhaust	1.00	ea	$15,000.00	ea	$15,000.00		
	..piping distribution (above grade)	418.00	m2	$20.00	m2	$8,360.00		
	..piping distribution (in slab)	418.00	m2	$30.00	m2	$12,540.00		
	..controls per room	11.00	ea	$400.00	ea	$4,400.00		
	glycol in floor heating (apparatus bay)							
	..glycol heating equipment	1.00	ea	$15,000.00	ea	$15,000.00		
	..piping distribution (above grade)	468.00	m2	$20.00	m2	$9,360.00		
	..piping distribution (in slab)	468.00	m2	$30.00	m2	$14,040.00		
	..controls per room	1.00	ea	$400.00	ea	$400.00		$394,580.00
15300	***FIRE PROTECTION***							
	fire protection - not required	1,238.00	m2	$0.00	m2	$0.00	nic	
	fire extinguishers	10.00	ea	$250.00	ea	$2,500.00		$2,500.00

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Wainfleet Fire Station						***April 29th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
16100	***ELECTRICAL***							
	power & distribution							
	..h.v. equipment at electrical room	1.00	sum	$50,000.00	sum	$50,000.00		
	..distribution conduit / wiring	1,238.00	m2	$40.00	m2	$49,520.00		
	..mechanical equipment feeds	15.00	ea	$1,500.00	ea	$22,500.00		
	..grounding	1.00	sum	$2,500.00	sum	$2,500.00		
	..generator (size tbd)	1.00	sum	$15,000.00	sum	$15,000.00		
	data & communications							
	..empty conduit	1,238.00	m2	$5.00	m2	$6,190.00		
	..empty conduit to barn (for future)	1.00	sum	$500.00	sum	$500.00		
	..wire & terminations - nic by Owner	1,238.00	m2	$0.00	m2	$0.00	by Owner	
	lighting & receptacles							
	..led lighting	129.00	ea	$450.00	ea	$58,050.00		
	..led high bay lighting	18.00	ea	$850.00	ea	$15,300.00		
	..occupancy sensor (light switch)	25.00	ea	$200.00	ea	$5,000.00		
	..occupancy sensor (ceiling mounted)	18.00	ea	$200.00	ea	$3,600.00		
	..receptacles 20amp	3.00	ea	$200.00	ea	$600.00		
	..receptacles 15amp GFI's	19.00	ea	$200.00	ea	$3,800.00		
	..receptacles 15amp	77.00	ea	$125.00	ea	$9,625.00		
	fire alarm	1,238.00	m2	$35.00	m2	$43,330.00		
	security system							
	..empty conduit	1,238.00	m2	$5.00	m2	$6,190.00		
	..wire & equipment - nic by Owner	1,238.00	m2	$0.00	m2	$0.00	by Owner	
	public address system	1,238.00	m2	$8.00	m2	$9,904.00		$301,609.00
17000	***ALLOWANCES:***							
			sum		sum	$0.00		
			sum		sum	$0.00		
			sum		sum	$0.00		$0.00
	Total Base Cost					***$3,946,153.00***		***$3,946,153.00***
	Total Projected Construction Costs			***$296.24***	***/sf***	***$3,946,153.00***	***+HST***	
	Building Areas:							
	-ground floor	12,170.00	sf	1,131.00	m2			
	-2nd floor (mezzanine)	1,151.00	sf	107.00	m2			
	Total Building Area	***13,321.00***	***sf***	***1,238.00***	***m2***			

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APPENDIX “D”

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Wainfleet Fire Station		***May 6th, 2021.***		
Wainfleet, ON				
Project Summary:		***Estimate Total***	***$/SF***	
Trade Summary		$3,671,455.00	$275.61	
Contractor General Conditions & Fee	12.50%	$458,932.00	$34.45	
Subtotal		***$4,130,387.00***	***$310.07***	
Contingency Allowance	12.50%	$516,298.00	$38.76	
BUDGET TOTAL		***$4,646,685.00***	***$348.82***	***/sf***
		+HST		
NOT INCLUDED:				
-HST				
-design fees				
-inspection & testing				
-winter heat				
-all items noted NIC				
-additional soil borings				
-special foundations (piles, caissons)				
-removal or replacement of contaminated soils				
-permits, development, education, park fees or levies				

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Wainfleet Fire Station		***May 6th, 2021.***	
Wainfleet, ON			
Division	***Description***	***Total***	***$/SF***
02000	Excavation & Siteworks	$1,009,754.00	$75.80
03000	Concrete	$234,592.00	$17.61
04000	Masonry	$502,225.00	$37.70
05000	Metals	$226,120.00	$16.97
06000	Wood & Plastics	$256,254.00	$19.24
07000	Thermal & Moisture Protection	$301,516.00	$22.63
08000	Doors & Windows	$150,230.00	$11.28
09000	Finishes	$222,129.00	$16.68
10000	Specialties	$69,946.00	$5.25
11000	Equipment	$0.00	$0.00
12000	Furnishings	$0.00	$0.00
13000	Special Construction	$0.00	$0.00
14000	Conveying Systems	$0.00	$0.00
15000	Mechanical	$397,080.00	$29.81
16000	Electrical	$301,609.00	$22.64
17000	Allowances	$0.00	$0.00
	Division Total:	***$3,671,455.00***	***$275.61***

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Wainfleet Fire Station						***May 6th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
02020	***SITE DEMOLITION:***							
	farm fencing	404.00	m	$5.00	m	$2,020.00		
	metal tank (no info)	1.00	ea	$2,500.00	ea	$2,500.00		
	miscellaneous removals	1.00	sum	$1,500.00	sum	$1,500.00		$6,020.00
02025	***BUILDING DEMOLITION***							
	demolish existing house	1.00	ea	$5,000.00	ea	$5,000.00		
	demolish existing barn (partial)	145.00	m2	$50.00	m2	$7,250.00		
	demolish existing grain silo	1.00	ea	$2,500.00	ea	$2,500.00		
	disposal bins	10.00	ea	$700.00	ea	$7,000.00		$21,750.00
02210	***SITE EXCAVATION***							
	strip topsoil (stockpile)	1,650.00	m3	$12.50	m3	$20,625.00		
	cut site to new contours	0.00	m3	$0.00	m3	$0.00		
	new storm/water storage pond (3m deep)	1,985.00	m3	$20.00	m3	$39,700.00		
	disposal off site	1,661.00	m3	$15.00	m3	$24,915.00		
	cut swales	40.00	hrs	$200.00	hrs	$8,000.00		
	storm water control	1.00	sum	$2,500.00	sum	$2,500.00		
	site silt fencing	532.00	m	$10.00	m	$5,320.00		
	regrade site	10,830.00	m2	$2.00	m2	$21,660.00		$122,720.00
02215	***SITE BACKFILL***							
	fill existing pond w/ native material from new pond	324.00	m3	$15.00	m3	$4,860.00		
	fill site to new contours at landscape areas	0.00	m3	$0.00	m3	$0.00	n/a	
	raise grade at u/s paved surfaces	0.00	mt	$0.00	mt	$0.00	n/a	$4,860.00
02230	***CLEAR & GRUB***							
	clear & grub site	0.00	m2	$0.00	m2	$0.00	n/a	
	trees (already cut down, stumps left)	0.00	ea	$0.00	ea	$0.00	n/a	
	tree stumps	21.00	ea		ea	$0.00		$0.00
02250	***SHORING & UNDERPINNING***							
	shoring	0.00	m2	$0.00	m2	$0.00	n/a	
	underpinning	0.00	m3	$0.00	m3	$0.00	n/a	$0.00
02315	***BUILDING EXCAVATION***							
	column footings	0.00	m3	$0.00	m3	$0.00	n/a	
	foundation walls	460.00	m3	$15.00	m3	$6,900.00		
	loading dock pits	0.00	m3	$0.00	m3	$0.00	n/a	
	pits	0.00	m3	$0.00	m3	$0.00	n/a	
	hand excavation	10.00	hrs	$75.00	hrs	$750.00		
	fence protection at excavations	1.00	sum	$500.00	sum	$500.00		
	disposal off site	460.00	m3	$15.00	m3	$6,900.00		$15,050.00
02320	***BUILDING BACKFILL***							
	column footings	0.00	mt	$0.00	mt	$0.00	n/a	
	foundation walls -granular 'B'	1,012.00	mt	$28.00	mt	$28,336.00		
	foundation walls -site material	0.00	mt	$0.00	mt	$0.00	n/a	
	elevator pits	0.00	mt	$0.00	mt	$0.00	n/a	
	pits	0.00	mt	$0.00	mt	$0.00	n/a	
	raise grade to u/s slab on grade	0.00	mt	$0.00	mt	$0.00	n/a	
	A' to u/s slab on grade	260.00	mt	$32.00	mt	$8,320.00		$36,656.00
02475	***CAISSONS***							
	caissons	0.00	m	$0.00	m	$0.00	n/a	
	mobilization	0.00	sum	$0.00	sum	$0.00	n/a	$0.00
02580	***ELECTRICAL SITE SERVICES***							
	bring sufficient power to location - nic by Hydro	0.00	sum	$0.00	sum	$0.00	by Hydro	
	bring power onto site incl transformer - by Hydro	1.00	sum	$25,000.00	sum	$25,000.00		
	transformer pad / vault	1.00	sum	$7,500.00	sum	$7,500.00		
	primary service (pole to tranformer) - by Hydro	27.00	m	$0.00	m	$0.00	by Hydro	
	primary service - u/g ductbank	27.00	m	$250.00	m	$6,750.00		
	secondary service (transformer to bldg)	97.00	m	$75.00	m	$7,275.00		
	secondary service - u/g ductbank	97.00	m	$250.00	m	$24,250.00		
	light standards	12.00	ea	$7,500.00	ea	$90,000.00		
	u/g conduit & wiring for light standards	270.00	m	$45.00	m	$12,150.00		$172,925.00

Ingersoll & associates inc.

Wainfleet Fire Station						***May 6th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
02600	***MECHANICAL SITE SERVICES***							
	fire main	0.00	m	$0.00	m	$0.00		
	fire hydrants to above	0.00	ea	$0.00	ea	$0.00		
	domestic water 100mm to bldg	98.00	m	$150.00	m	$14,700.00		
	domestic water 75mm to barn	29.00	m	$0.00	m	$0.00	nic	
	storm sewers 100mm	10.00	m	$150.00	m	$1,500.00		
	storm sewers 150mm	10.00	m	$175.00	m	$1,750.00		
	storm sewers 200mm	160.00	m	$200.00	m	$32,000.00		
	storm sewers 300mm	78.00	m	$300.00	m	$23,400.00		
	catch basins	5.00	ea	$3,500.00	ea	$17,500.00		
	storm MH's	6.00	ea	$7,500.00	ea	$45,000.00		
	storm sceptors	0.00	ea	$0.00	ea	$0.00	nic	
	culvert 1200mm	30.00	m	$100.00	m	$3,000.00		
	cistern tank for domestic water	1.00	ea	$20,000.00	ea	$20,000.00		
	sanitary line 150mm from bldg to septic	72.00	m	$175.00	m	$12,600.00		
	sanitary manholes	2.00	ea	$7,500.00	ea	$15,000.00		
	septic system / bed	1.00	ea	$30,000.00	ea	$30,000.00		
	gas line to bldg	91.00	m	$100.00	m	$9,100.00		
	gas line to generator	27.00	m	$75.00	m	$2,025.00		
	street connections from property line	3.00	ea	$5,000.00	ea	$15,000.00		$242,575.00
02620	***FOUNDATION DRAINAGE***							
	underslab weeping tile system	0.00	m	$0.00	m	$0.00	nic	
	perimeter foundation drainage	156.00	m	$30.00	m	$4,680.00		$4,680.00
02740	***ASPHALT PAVING***							
	light duty asphalt pavement	905.00	m2	$50.00	m2	$45,250.00		
	medium duty asphalt pavement	0.00	m2	$0.00	m2	$0.00		
	heavy duty asphalt pavement	2,129.00	m2	$65.00	m2	$138,385.00		
	heavy duty asphalt pavement (aprons)	273.00	m2	$65.00	m2	$17,745.00		
	excavation to pavement	1,683.00	m3	$20.00	m3	$33,660.00		$235,040.00
02750	***CONCRETE PAVEMENT***							
	concrete aprons - see asphalt above	0.00	m2	$0.00	m2	$0.00	see 02740	
	generator pad	16.00	m2	$120.00	m2	$1,920.00		
	granular 'A' to u/s concrete pavement	11.00	mt	$28.00	mt	$308.00		$2,228.00
02770	***CONCRETE CURBS***							
	concrete curbs	569.00	m	$75.00	m	$42,675.00		$42,675.00
02775	***CONCRETE SIDEWALKS***							
	concrete sidewalks	300.00	m2	$75.00	m2	$22,500.00		$22,500.00
02820	***FENCING & GATES***							
	chain link fencing & gates	0.00	m	$0.00	m	$0.00	n/a	$0.00
02810	***IRRIGATION SYSTEMS***							
	underground lawn/landscaping irrigation	0.00	sum	$0.00	sum	$0.00	nic	$0.00
02830	***RETAINING WALLS***							
	retaining walls	0.00	m2	$0.00	m2	$0.00	n/a	$0.00
02870	***SITE FURNISHINGS***							
	site furniture	0.00	ea	$0.00	ea	$0.00	nic	$0.00
02920	***SEEDING / SODDING***							
	respread topsoil (reuse existing)	1,650.00	m3	$20.00	m3	$33,000.00		
	fine grade & seed disturbed areas	10,830.00	m2	$2.50	m2	$27,075.00		
	trees & shrubs	0.00	sum	$0.00	sum	$0.00	nic	
	landscaping - allowance	1.00	sum	$20,000.00	sum	$20,000.00		$80,075.00
03110	***BUILDING CONCRETE FORMWORK***							
	column footings	0.00	m2	$0.00	m2	$0.00	n/a	
	piers	0.00	m2	$0.00	m2	$0.00	n/a	
	foundation wall footings	69.00	m2	$130.00	m2	$8,970.00		
	foundation walls	486.00	m2	$130.00	m2	$63,180.00		
	slab on grade	65.00	m2	$90.00	m2	$5,850.00		
	slab on metal deck	6.00	m2	$90.00	m2	$540.00		
	loading docks	0.00	m2	$0.00	m2	$0.00	n/a	
	stairs & miscellaneous bases		m2		m2	$0.00	n/a	
	formwork equipment	626.00	m2	$10.00	m2	$6,260.00	a	$84,800.00

Ingersoll & associates inc.

Wainfleet Fire Station						***May 6th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
03140	***SET EMBEDDED ITEMS***							
	anchor bolts	0.00	ea	$0.00	ea	$0.00	n/a	
	loading dock pit frames	0.00	ea	$0.00	ea	$0.00	n/a	
	pit edge angle	0.00	m	$0.00	m	$0.00	n/a	
	set pre-fabricated trench drains - see Div 5500	0.00	m	$0.00	m	$0.00		
	miscellaneous items	1.00	sum	$500.00	sum	$500.00		$500.00
03150	***CONCRETE SUNDRIES***							
	AIFB at slab edge	380.00	m	$8.50	m	$3,230.00		
	drill & grout anchors in slab edges	0.00	ea	$15.00	ea	$0.00	n/a	
	grout column base plates	0.00	ea	$85.00	ea	$0.00	n/a	
	grout hm door frames	0.00	ea	$0.00	ea	$0.00	see 04210	
	water stop	0.00	m	$25.00	m	$0.00	n/a	
	miscellaneous concrete items	1.00	sum	$1,000.00	sum	$1,000.00		$4,230.00
03210	***REINFORCING STEEL***							
	foundations	12.00	mt	$2,100.00	mt	$25,200.00		
	structural slabs	0.00	mt	$0.00	mt	$0.00	n/a	
	slab on grade - 250	11.00	mt	$2,100.00	mt	$23,100.00		
	loading dock pit slabs	0.00	mt	$0.00	mt	$0.00	n/a	
	mesh to slab on grade	681.00	m2	$5.50	m2	$3,746.00		
	mesh to slab on metal deck	118.00	m2	$5.50	m2	$649.00		$52,695.00
03310	***BUILDING CONCRETE PLACEMENT***							
	column footings	0.00	m3	$0.00	m3	$0.00	n/a	
	piers	0.00	m3	$0.00	m3	$0.00	n/a	
	foundation wall footings	21.00	m3	$70.00	m3	$1,470.00		
	foundation walls	92.00	m3	$70.00	m3	$6,440.00		
	slab on grade 125	74.00	m3	$70.00	m3	$5,180.00		
	slab on grade 250	60.00	m3	$70.00	m3	$4,200.00		
	structural slabs	0.00	m3	$0.00	m3	$0.00	n/a	
	slab on metal deck	8.00	m3	$70.00	m3	$560.00		
	loading dock pits	0.00	m3	$0.00	m3	$0.00	n/a	
	stairs & miscellaneous bases	0.00	m3	$150.00	m3	$0.00		
	placement equipment	255.00	m3	$30.00	m3	$7,650.00		$25,500.00
03360	***CONCRETE FLOOR FINISHING***							
	slab on grade 125	592.00	m2	$15.00	m2	$8,880.00		
	slab on grade - 250	480.00	m2	$15.00	m2	$7,200.00		
	slab on metal deck	103.00	m2	$15.00	m2	$1,545.00		
	elevator pit slabs	0.00	m2	$0.00	m2	$0.00	n/a	
	structural slabs	0.00	m2	$0.00	m2	$0.00	n/a	
	loading dock pits	0.00	m2	$0.00	m2	$0.00	n/a	
	pit slabs	0.00	m2	$0.00	m2	$0.00	n/a	
	stairs & miscellaneous bases	0.00	m2	$0.00	m2	$0.00	n/a	
	cure & seal	1,175.00	m2	$1.70	m2	$1,998.00		
	sawcut & filler to slab on grade	296.00	m	$6.50	m	$1,924.00		$21,547.00
03330	***CONCRETE SUPPLY***							
	foundations	113.00	m3	$140.00	m3	$15,820.00		
	slabs on grade - 125	74.00	m3	$140.00	m3	$10,360.00		
	slabs on grade - 250	60.00	m3	$150.00	m3	$9,000.00		
	slabs on deck	8.00	m3	$140.00	m3	$1,120.00		
	structural slabs	0.00	m3	$0.00	m3	$0.00	n/a	
	stairs & miscellaneous bases	0.00	m3	$0.00	m3	$0.00	n/a	
	environmental charge	255.00	m3	$5.00	m3	$1,275.00		
	winter heat	255.00	m3	$17.00	m3	$4,335.00		
	superplastisizer	134.00	m3	$15.00	m3	$2,010.00		
	waste	8.00	m3	$175.00	m3	$1,400.00		$45,320.00
04220	***MASONRY***							
	190mm reinforced LB block walls - perimeter	249.00	m2	$215.00	m2	$53,535.00		
	250mm reinforced LB block walls - perimeter	476.00	m2	$250.00	m2	$119,000.00		
	190mm block walls - interior	879.00	m2	$180.00	m2	$158,220.00		
	250mm block walls - interior	115.00	m2	$200.00	m2	$23,000.00		
	brick veneer (see metal siding)	411.00	m2	$0.00	m2	$0.00	see 07640	
	architectural block	138.00	m2	$375.00	m2	$51,750.00		
	precast sills	119.00	m	$150.00	m	$17,850.00		
	grout hm door frames	233.00	ea	$150.00	ea	$34,950.00		
	cavity wall insulation	549.00	m2	$50.00	m2	$27,450.00		
	cavity wall air vapour barrier	549.00	m2	$30.00	m2	$16,470.00		$502,225.00

Ingersoll & associates inc.

Wainfleet Fire Station						***May 6th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
05120	***STRUCTURAL STEEL***							
	mezzanine steel framing	3.00	mt	$7,500.00	mt	$22,500.00		
	man door frames/lintels	32.00	ea	$50.00	ea	$1,600.00		
	overhead door frames - apparatus bay	6.00	ea	$3,500.00	ea	$21,000.00		
	overhead door frames - others	3.00	ea	$1,500.00	ea	$4,500.00		
	design development	3.00	mt	$500.00	mt	$1,500.00		$51,100.00
05310	***STEEL DECKING***							
	floor deck	103.00	m2	$65.00	m2	$6,695.00		
	roof deck	1,431.00	m2	$45.00	m2	$64,395.00		
	roof upstands	0.00	m	$0.00	m	$0.00	n/a	$71,090.00
05580	***MISCELLANEOUS METALS***							
	bollards at o/h doors - apparatus bay	24.00	ea	$550.00	ea	$13,200.00		
	bollards at o/h doors - storage room	4.00	ea	$550.00	ea	$2,200.00		
	bollards at o/h doors - maintenance room	0.00	ea	$550.00	ea	$0.00		
	galvanized metal liner ceiling - apparatus bays	0.00	m2	$0.00	m2	$0.00	see 07460	
	hd trench drains 300mm wide - apparatus bays	61.00	m	$850.00	m	$51,850.00		
	hd trench drain 600x600 CB's - apparatus bays	4.00	ea	$1,500.00	ea	$6,000.00		
	galvanized stairs w/ grating treads and railings	18.00	trds	$600.00	trds	$10,800.00		
	metal plate at top of perimeter wall	150.00	m	$50.00	m	$7,500.00		
	miscellaneous items	1,238.00	m2	$10.00	m2	$12,380.00		$103,930.00
06110	***ROOF WOOD BLOCKING***							
	2 x 6 roof blocking	0.00	m	$0.00	m	$0.00	n/a	
	2 x 6 fascia board	225.00	m	$12.38	m	$2,784.00		
	2 x 6 soffit framing	514.00	m	$12.38	m	$6,361.00		
	3/4" plywood to roof	0.00	sht	$0.00	sht	$0.00		
	1/2" plywood to roof - supply	601.00	sht	$70.00	sht	$42,070.00		
	1/2" plywood to roof - install	601.00	sht	$25.00	sht	$15,025.00		
	structural roof trusses 27m span	69.00	ea	$675.00	ea	$46,575.00		
	structural roof trusses 23m span	36.00	ea	$575.00	ea	$20,700.00		
	structural roof trusses 11m span	11.00	ea	$275.00	ea	$3,025.00		
	structural roof trusses 1m to 11m avg. span	115.00	ea	$150.00	ea	$17,250.00		
	structural roof trusses 1m to 5m avg. span	23.00	ea	$75.00	ea	$1,725.00		
	structural roof trusses installation	254.00	ea	$185.00	ea	$46,990.00		$202,505.00
06120	***INTERIOR WOOD BLOCKING***							
	wood blocking	1,238.00	m2	$3.00	m2	$3,714.00		$3,714.00
06150	***TEMPORARY WORK***							
	site security fencing - set up / dismantle	532.00	m	$5.00	m	$2,660.00		
	site security fencing - rental	10.00	mths	$1,300.00	mths	$13,000.00		
	weather tight enclosures	50.00	m2	$90.00	m2	$4,500.00		
	temporary partitions	50.00	m2	$60.00	m2	$3,000.00		
	temporary stair to roof -initial setup & dismantle	0.00	sum	$3,500.00	sum	$0.00	n/a	
	temporary stair -monthly rental	0.00	mth	$1,000.00	mth	$0.00	n/a	
	safety rails	1.00	sum	$1,500.00	sum	$1,500.00		$24,660.00
06220	***MILLWORK / FINISH CARPENTRY***							
	upper / lower kitchen cabinets	12.00	m	$1,500.00	m	$18,000.00		
	washroom vanities	5.00	m	$600.00	m	$3,000.00		
	planstic laminated window sills	25.00	m	$175.00	m	$4,375.00		$25,375.00
07110	***DAMPPROOFING***							
	dampproofing	0.00	m2	$0.00	m2	$0.00	n/a	$0.00
07210	***BUILDING INSULATION***							
	rigid insulation 50mm at perimeter foundations	185.00	m2	$40.00	m2	$7,400.00		
	rigid insulation 50mm to u/s of slab at perimeter of fdn wall	89.00	m2	$40.00	m2	$3,560.00		
	vapour barrier to u/s truss	1,165.00	m2	$1.75	m2	$2,039.00		
	blown-in insulation to attic	1,431.00	m2	$40.00	m2	$57,240.00		$70,239.00
07410	***METAL ROOFING***							
	sloped metal roofing w/ membranes - supply	1,431.00	m2	$30.00	m2	$42,930.00		
	sloped metal roofing w/ membranes - installation	1,431.00	m2	$25.00	m2	$35,775.00		
	metal soffit	205.00	m2	$30.00	m2	$6,150.00		
	metal fascia	225.00	m	$50.00	m	$11,250.00		
	eavestroughs	176.00	m	$20.00	m	$3,520.00		
	ridge vent	55.00	m	$50.00	m	$2,750.00		
	snow guards	175.00	m	$20.00	m	$3,500.00		$105,875.00

Ingersoll & associates inc.

Wainfleet Fire Station						***May 6th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
07460	***METAL SIDING***							
	metal siding (above o/h doors)	81.00	m2	$175.00	m2	$14,175.00		
	metal siding (in lieu of brick veneer)	411.00	m2	$175.00	m2	$71,925.00		
	galvanized metal liner ceiling - apparatus bays	564.00	m2	$50.00	m2	$28,200.00		
	miscellaneous flashings	1.00	sum	$1,000.00	sum	$1,000.00		$115,300.00
07810	***SPRAYED FIREPROOFING***							
	sprayed fireproofing to u/s of mezzanine	103.00	m2	$50.00	m2	$5,150.00		$5,150.00
07840	***FIRESTOPPING / SMOKE SEAL***							
	fire stop	1,238.00	m2	$2.00	m2	$2,476.00		$2,476.00
07920	***SEALANTS***							
	sealants	1,238.00	m2	$2.00	m2	$2,476.00		$2,476.00
08110	***HOLLOW METAL DOORS & FRAMES***							
	single door frames	32.00	ea	$150.00	ea	$4,800.00		
	single frames for wood doors	0.00	ea	$0.00	ea	$0.00	n/a	
	double door frames	0.00	ea	$0.00	ea	$0.00	n/a	
	doors	32.00	ea	$180.00	ea	$5,760.00		
	windows or screens	0.00	ea	$0.00	ea	$0.00	n/a	$10,560.00
08114	***INSTALL METAL DOORS & FRAMES***							
	single door frames	32.00	ea	$50.00	ea	$1,600.00		
	double door frames	0.00	ea	$0.00	ea	$0.00	n/a	
	doors	32.00	ea	$150.00	ea	$4,800.00		
	windows or screens	0.00	ea	$0.00	ea	$0.00	n/a	
	handle doors, frames & screens	64.00	ea	$30.00	ea	$1,920.00		$8,320.00
08120	***ALUMINUM WINDOWS & DOORS***							
	aluminum entrances & storefronts	5.00	m2	$850.00	m2	$4,250.00		
	aluminum entry doors	2.00	ea	$2,800.00	ea	$5,600.00		
	aluminum windows (9 each w/ operable opngs)	42.00	m2	$750.00	m2	$31,500.00		$41,350.00
08330	***COILING DOORS***							
	coiling shutters at kitchen - 1530 x 980	2.00	ea	$1,500.00	ea	$3,000.00		$3,000.00
08360	***OVERHEAD DOORS***							
	apparatus bay doors - 4249 x 4255 (electrically operated)	6.00	ea	$11,000.00	ea	$66,000.00		
	storage doors - 1536 x 2100 (manually operated)	1.00	ea	$3,500.00	ea	$3,500.00		
	maintenance - 2000 x 2400 (manually operated)	0.00	ea	$0.00	ea	$0.00	nic	$69,500.00
08710	***FINISH HARDWARE***							
	hollow metal doors	32.00	ea	$500.00	ea	$16,000.00		
	wood doors	0.00	ea	$0.00	ea	$0.00	n/a	$16,000.00
08800	***MISCELLANEOUS GLASS & GLAZING***							
	sliding glass windows at admin	1.00	ea	$1,500.00	ea	$1,500.00		$1,500.00
09250	***GYPSUM BOARD***							
	drywall to perimeter walls	0.00	m2	$0.00	m2	$0.00	n/a	
	drywall partitions	0.00	m2	$0.00	m2	$0.00	n/a	
	drywall furred to masonry	0.00	m2	$0.00	m2	$0.00	n/a	
	drywall ceilings to u/s of truss (5/8" FR) - apparatus bay	564.00	m2	$52.50	m2	$29,610.00		
	drywall ceilings to u/s of truss (5/8" FR) - remainder of bldg	447.00	m2	$75.00	m2	$33,525.00		
	drywall ceilings - suspended	77.00	m2	$110.00	m2	$8,470.00		$71,605.00
09310	***CERAMIC TILE***							
	ceramic tile flooring	74.00	m2	$180.00	m2	$13,320.00		
	ceramic tile flooring - showers (#4)	4.00	m2	$300.00	m2	$1,200.00		
	ceramic tile to walls - showers (#4)	57.00	m2	$180.00	m2	$10,260.00		
	tile base	107.00	m	$30.00	m	$3,210.00		$27,990.00
09510	***ACOUSTIC CEILINGS***							
	acoustic tile ceilings	369.00	m2	$65.00	m2	$23,985.00		$23,985.00
09650	***RESILIENT FLOORING***							
	sheet flooring	415.00	m2	$80.00	m2	$33,200.00		
	intergral cove base	354.00	m	$40.00	m	$14,160.00		$47,360.00

Ingersoll & associates inc.

Wainfleet Fire Station						***May 6th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
09670	***FLUID APPLIED FLOORING***							
	epoxy floor coating (changed to clear sealer)	504.00	m2	$0.00	m2	$0.00	nic	
	intergral cove bases (changed to rubber base)	140.00	m	$0.00	m	$0.00	nic	
	clear sealer	623.00	m2	$15.00	m2	$9,345.00		
	rubber base	233.00	m	$9.50	m	$2,214.00		$11,559.00
09910	***PAINTING***							
	masonry partitions - one sided	725.00	m2	$10.00	m2	$7,250.00		
	masonry partitions - two sided	1,988.00	m2	$10.00	m2	$19,880.00		
	drywall partitions	0.00	m2	$0.00	m2	$0.00	n/a	
	drywall ceilings	77.00	m2	$10.00	m2	$770.00		
	exposed structure ceilings	93.00	m2	$10.00	m2	$930.00		
	hollow metal doors, frames & screens	64.00	ea	$125.00	ea	$8,000.00		
	bollards	24.00	ea	$75.00	ea	$1,800.00		
	miscellaneous items	1.00	sum	$1,000.00	sum	$1,000.00		$39,630.00
10160	***TOILET COMPARTMENTS***							
	toilet partitions (metal)	6.00	ea	$1,750.00	ea	$10,500.00		
	urinal screens (metal)	2.00	ea	$450.00	ea	$900.00		$11,400.00
10430	***EXTERIOR SIGNAGE***							
	exterior signage - main sign over o/h doors	1.00	sum	$15,000.00	sum	$15,000.00		$15,000.00
10440	***INTERIOR SIGNAGE***							
	interior signage	1,238.00	m2	$2.00	m2	$2,476.00		$2,476.00
10500	***LOCKERS***							
	lockers (double)	26.00	ea	$250.00	ea	$6,500.00		$6,500.00
10670	***STORAGE SHELVING***							
	bunker room storage lockers	32.00	ea	$650.00	ea	$20,800.00		
	misc. shelving / work benches	1.00	ea	$10,000.00	ea	$10,000.00		$30,800.00
10810	***WASHROOM ACCESSORIES***							
	toilet paper dispseners (OSCI)	8.00	ea	$0.00	ea	$0.00	nic	
	grab bars	10.00	ea	$75.00	ea	$750.00		
	soap dispensers (OSCI)	6.00	ea	$0.00	ea	$0.00	nic	
	paper towel dispenser / disposal (OSCI)	6.00	ea	$0.00	ea	$0.00	nic	
	mirrors	6.00	ea	$50.00	ea	$300.00		
	coat hooks	8.00	ea	$15.00	ea	$120.00		
	shower curtain & rod	4.00	ea	$50.00	ea	$200.00		
	hand dryers	0.00	ea	$0.00	ea	$0.00	nic	
	install washroom accessories	48.00	ea	$50.00	ea	$2,400.00		$3,770.00
12400	***FURNITURE, FIXTURES & EQUIPMENT***							
	furniture, fixtures & equipment	0.00	sum	$0.00	sum	$0.00	nic	$0.00
12490	***WINDOW TREATMENT***							
	window treatment	0.00	m2	$0.00	m2	$0.00	nic	$0.00

Ingersoll & associates inc.

Wainfleet Fire Station						***May 6th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
15100	***MECHANICAL***							
	underground plumbing:							
	..100mm sanitary	60.00	m	$100.00	m	$6,000.00		
	..150mm sanitary	65.00	m	$130.00	m	$8,450.00		
	..oil grit interceptor	1.00	ea	$15,000.00	ea	$15,000.00		
	..floor drains	6.00	ea	$350.00	ea	$2,100.00		
	aboveground plumbing							
	..domestic hot water heater	1.00	ea	$3,500.00	ea	$3,500.00		
	..water softener	1.00	ea	$2,500.00	ea	$2,500.00		
	..100mm storm line (roof drainage)	0.00	m	$0.00	m	$0.00	n/a	
	..100mm sanitary	12.00	m	$150.00	m	$1,800.00		
	..toilets touchless	8.00	ea	$2,500.00	ea	$20,000.00		
	..urinals touchless	2.00	ea	$1,800.00	ea	$3,600.00		
	..sinks w/ touchless facets	6.00	ea	$1,500.00	ea	$9,000.00		
	..shower head w/ controls	4.00	ea	$1,250.00	ea	$5,000.00		
	..cold water 25mm	158.00	m	$50.00	m	$7,900.00		
	..cold water 19mm	77.00	m	$40.00	m	$3,080.00		
	..cold water 19mm at barn	58.00	m	$40.00	m	$2,320.00		
	..hot water 25mm	49.00	m	$50.00	m	$2,450.00		
	..hot water 19mm	42.00	m	$40.00	m	$1,680.00		
	..shut off valves	22.00	ea	$150.00	ea	$3,300.00		
	..hose bibs	4.00	ea	$250.00	ea	$1,000.00		
	..hose bibs (barn)	40.00	ea	$250.00	ea	$10,000.00		
	..water meter	1.00	ea	$3,500.00	ea	$3,500.00		
	service piping							
	..gas meter	1.00	ea	$5,000.00	ea	$5,000.00		
	..gas piping 75mm	69.00	m	$125.00	m	$8,625.00		
	..gas piping 50mm	27.00	m	$95.00	m	$2,565.00		
	..compress air system in apparatus bay	468.00	m2	$30.00	m2	$14,040.00		
	..truck fill / empty station at barn	1.00	ea	$5,000.00	ea	$5,000.00		
	hvac							
	..erv unit	1.00	ea	$25,000.00	ea	$25,000.00		
	..ductwork	1,238.00	m2	$35.00	m2	$43,330.00		
	..louvre at mechanical room	1.00	ea	$3,500.00	ea	$3,500.00		
	..vrf condensing units	2.00	ea	$5,000.00	ea	$10,000.00		
	..vrf wall / ceiling units	10.00	ea	$2,500.00	ea	$25,000.00		
	..dehumification unit for bunker area	1.00	ea	$7,500.00	ea	$7,500.00		
	..exhaust fans	6.00	ea	$450.00	ea	$2,700.00		
	..exhaust fans (kitchen)	2.00	ea	$500.00	ea	$1,000.00		
	..radiant heater at apparatus bays	64.00	m	$375.00	m	$24,000.00		
	..radiant heater at barn	20.00	m	$375.00	m	$7,500.00		
	..fans at apparatus bays	3.00	ea	$1,500.00	ea	$4,500.00		
	..co2 detection system at apparatus bay	468.00	m2	$30.00	m2	$14,040.00		
	hydronic in floor heating							
	..boiler plant w/ associated piping, exhaust	1.00	ea	$15,000.00	ea	$15,000.00		
	..piping distribution (above grade)	418.00	m2	$20.00	m2	$8,360.00		
	..piping distribution (in slab)	418.00	m2	$30.00	m2	$12,540.00		
	..controls per room	11.00	ea	$400.00	ea	$4,400.00		
	glycol in floor heating (apparatus bay)							
	..glycol heating equipment	1.00	ea	$15,000.00	ea	$15,000.00		
	..piping distribution (above grade)	468.00	m2	$20.00	m2	$9,360.00		
	..piping distribution (in slab)	468.00	m2	$30.00	m2	$14,040.00		
	..controls per room	1.00	ea	$400.00	ea	$400.00		$394,580.00
15300	***FIRE PROTECTION***							
	fire protection - not required	1,238.00	m2	$0.00	m2	$0.00	nic	
	fire extinguishers	10.00	ea	$250.00	ea	$2,500.00		$2,500.00

Ingersoll & associates inc.

Wainfleet Fire Station						***May 6th, 2021.***		
Wainfleet, ON								
Section	***Item***	***Quantity***		***$/Unit***		***Totals***	***Remarks***	***Section Total***
16100	***ELECTRICAL***							
	power & distribution							
	..h.v. equipment at electrical room	1.00	sum	$50,000.00	sum	$50,000.00		
	..distribution conduit / wiring	1,238.00	m2	$40.00	m2	$49,520.00		
	..mechanical equipment feeds	15.00	ea	$1,500.00	ea	$22,500.00		
	..grounding	1.00	sum	$2,500.00	sum	$2,500.00		
	..generator (size tbd)	1.00	sum	$15,000.00	sum	$15,000.00		
	data & communications							
	..empty conduit	1,238.00	m2	$5.00	m2	$6,190.00		
	..empty conduit to barn (for future)	1.00	sum	$500.00	sum	$500.00		
	..wire & terminations - nic by Owner	1,238.00	m2	$0.00	m2	$0.00	by Owner	
	lighting & receptacles							
	..led lighting	129.00	ea	$450.00	ea	$58,050.00		
	..led high bay lighting	18.00	ea	$850.00	ea	$15,300.00		
	..occupancy sensor (light switch)	25.00	ea	$200.00	ea	$5,000.00		
	..occupancy sensor (ceiling mounted)	18.00	ea	$200.00	ea	$3,600.00		
	..receptacles 20amp	3.00	ea	$200.00	ea	$600.00		
	..receptacles 15amp GFI's	19.00	ea	$200.00	ea	$3,800.00		
	..receptacles 15amp	77.00	ea	$125.00	ea	$9,625.00		
	fire alarm	1,238.00	m2	$35.00	m2	$43,330.00		
	security system							
	..empty conduit	1,238.00	m2	$5.00	m2	$6,190.00		
	..wire & equipment - nic by Owner	1,238.00	m2	$0.00	m2	$0.00	by Owner	
	public address system	1,238.00	m2	$8.00	m2	$9,904.00		$301,609.00
17000	***ALLOWANCES:***							
			sum		sum	$0.00		
			sum		sum	$0.00		
			sum		sum	$0.00		$0.00
	Total Base Cost					***$3,671,455.00***		***$3,671,455.00***
	Total Projected Construction Costs			***$275.61***	***/sf***	***$3,671,455.00***	***+HST***	
	Building Areas:							
	-ground floor	12,170.00	sf	1,131.00	m2			
	-2nd floor (mezzanine)	1,151.00	sf	107.00	m2			
	Total Building Area	***13,321.00***	***sf***	***1,238.00***	***m2***			

Ingersoll & associates inc.

PLANNING STAFF REPORT **PSR-007/2021**

TO: Mayor Gibson & Members of Council

FROM: Sarah Ivins, Planner
Richard Nan, Manager of Operations

DATE OF MEETING: May 11, 2021

SUBJECT: Required Municipal Improvements Associated with the District School Board of Niagara (DSBN) and Niagara Catholic District School Board (NCDSB) Joint Elementary School Project

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RECOMMENDATION(S):

THAT Planning Staff Report PSR-007/2021 be received; and

THAT Council support, in principle, the use of the Township's laneway for construction and bus access to the new District School Board of Niagara and Niagara Catholic District School Board joint elementary school located at 31950 Sugarloaf Street; and

THAT Council appoint Spriet Associates Engineering under the Drainage Act to facilitate improvements to the Consolidated South Wainfleet Drain #10 and Side Road 20.

EXECUTIVE SUMMARY:

The District School Board of Niagara (DSBN) and Niagara Catholic District School Board (NCDSB) have initiated a project to construct a new joint public/catholic elementary school on the St. Elizabeth Catholic Elementary School property located at 31950 Sugarloaf Street.

The DSBN and NCDSB have proposed to use the Township's laneway on the municipal recreation complex to provide construction access to the school from Side Road 20 as well as possible use of the laneway for bus traffic once the new school is open. The use of the laneway requires permission from Council.

Use of the laneway and Side Road 20 for permanent school traffic will also require some improvements to the laneway, Consolidated South Wainfleet Drain #10 and Side Road 20.

BACKGROUND:

The District School Board of Niagara (DSBN) and Niagara Catholic District School Board (NCDSB) have completed an accommodation review for the two public elementary schools and one catholic elementary school in the Township. As a result of

the accommodation review, the three schools will be merged into one new school on the St. Elizabeth Catholic Elementary School property located at 31950 Sugarloaf Street. The new school requires a Level 1 site plan application to be approved by Council. A pre-consultation meeting was held on April 29, 2021 with representatives from Niagara Region, Township departments, both school boards and their architect to discuss the project and outline complete application requirements.

Through the pre-consultation meeting process, it was identified that the school boards would like to use the Township's laneway in the municipal recreational complex (shown in Appendix "A") for construction access between the school and Side Road 20. The existing school will remain open while the new school is being constructed and having construction vehicles access the school property from Sugarloaf is not feasible or safe.

The school boards have also proposed the permanent use of the Township's laneway (once the new school is open) to create a bus loop for busses to access Side Road 20. Bus traffic would then travel north on Side Road 20 to Feeder Road West or south on Side Road 20 to Abbey Road. The existing school access to Sugarloaf Street will remain (with some improvements proposed).

The current school utilizes Sugarloaf Street and the intersection located next to the Township offices (Park Street, Sugarloaf Street and Highway #3) for all school traffic. With the anticipated increase in bus, staff and parent traffic, this intersection is problematic. Additionally, the Township's Public Works Yard entrance/exit is located on Sugarloaf Street in close proximity to the school property which presents some additional concerns with the increase in traffic. The Ministry of Transportation of Ontario (MTO) has requested that the school boards prepare a Traffic Impact Study to examine potential traffic impacts on Highway #3 and options for school access.

OPTIONS/DISCUSSION:

Use of & Improvements to Township Laneway

Staff are supportive of the use of the laneway for construction and permanent school access as it will direct the majority of the bus traffic to Side Road 20 rather than the Sugarloaf Street, Park Street and Highway #3 intersection. Staff will require a formal easement and agreement outlining the terms and conditions of the easement, including costing and maintenance responsibilities.

The current laneway would require upgrades to accommodate the additional volume and design requirements. The laneway is currently only designed as a driveway and would require improvements to the drainage as well as surface improvements.

Staff are requesting that Council support, in principle, the school's use of the Township laneway. This support, in addition to the recommendations of the Traffic Impact Study, will allow the school boards' architect to proceed with finalizing the site layout and allow Township staff to proceed with negotiations regarding the easement and agreement. The easement and agreement will be brought back to Council for final approval.

Improvements to Consolidated South Wainfleet Drain #10 & Side Road 20
The Consolidated South Wainfleet Drain #10 (CSW #10) is located on the east side of Side Road 20 and was most recently updated under an engineer's report in 1969. Under Section 76 of the Drainage Act, the assessment schedules for the Consolidated South Wainfleet Drain system as a whole, including CSW #10, are currently being updated. No physical changes to the drain can occur under Section 76 of the Drainage Act.

Due to the proposed school use of the laneway and associated increased traffic on Side Road 20, the CSW Drain #10 requires undertaking a Section 78 of the Drainage Act improvement project. The improvement project could include installing new culverts, extending or replacing existing culverts, deepening or widening the drain to accommodate increased drainage flows and enclosing the drain along Side Road 20 to increase road safety. Photos of CSW Drain #10 are shown in Appendix "B". The cost of construction would be brought back to Council at a future meeting.

Once school construction is complete and heavy equipment has finished accessing the site via Side Road 20, the Township should anticipate reconstructing the road in 2024. Reconstruction of Side Road 20 from Feeder Road West to the laneway entrance will include base excavation, granular and asphalt. Photos of the existing road base on Side Road 20 is shown in Appendix "C".

Alternatively, staff can monitor the conditions regarding the Consolidated South Wainfleet Drain #10 (CSW #10) and Side Road 20 during the construction period to ensure safety to the public and report back to council at a future date. This option would delay potential resolution of safety concerns during the engineering design and approval stage as well as construction.

FINANCIAL CONSIDERATIONS:

If approved by Council, the Township would be required to cover the cost of the engineering for the CSW Drain #10 initially until it is assessed accordingly in the report. Staff will then bring back estimates for the upgrades to the municipal drain at a future meeting of council. Staff will discuss the upgrades and maintenance to the laneway with the school boards during the construction period as well as the potential long term use for daily traffic when the school is open.

OTHERS CONSULTED:

1) Mark Jemison, Drainage Superintendent

ATTACHMENTS:

1) Appendix "A" – Township Laneway
2) Appendix "B" – Photos of CSW #10
3) Appendix "C" – Existing Side Road 20 Road Base

Respectfully submitted by,

Sarah Ivins
Planner

Richard Nan
Manager of Operations

Reviewed by,

Mallory Luey
Manager of Corporate Services/Treasurer

Approved by,

William J. Kolasa
Chief Administrative Officer

APPENDIX "A"

FEEDER ROAD WEST
PARK STREET
SUGARLOAF STREET
HIGHWAY #3
ST. ELIZABETH SCHOOL
SIDE ROAD 20
Township
Laneway

APPENDIX “B”

APPENDIX "C"

PUBLIC WORKS STAFF REPORT **PWSR-008/2021**

TO: Mayor Gibson & Members of Council

FROM: R. Nan, Manager of Operations

DATE OF MEETING: May 11, 2021 (April 20, 2021)

SUBJECT: Contracting Out Services

RECOMMENDATION(S):

THAT Public Works Staff Report PWSR-008/2021 respecting Contracting out Services within the Township of Wainfleet be received for information;

EXECUTIVE SUMMARY:

Staff received a request from Council regarding the potential of contracting out various services within the Township of Wainfleet. Staff undertook a review of the services provided and the level of service staff currently provide for the residents of the Township.

Discussions with municipal partners identified varying levels of contracted services, with some municipalities using individual agreements for specific services, and only the Ministry of Transportation (MTO) offering a full service area maintenance contract.

The Township had been engaged in Contract negotiation for nearly a year and a half and is now bound by the collective agreement with Canadian Union of Public Employees (CUPE) 1287-16, which requires negotiation with the union for any contracting out of services.

Appendix A outlines some of the work performed currently by Township staff and some of the comparables received by direct quotes or by a submission prepared for inclusion for the MTO area maintenance contract.

BACKGROUND:

At its meeting of September 10, 2019, the Council of the Township of Wainfleet enacted the following motion:

WHEREAS Council is interested in exploring efficiencies aimed at reducing costs to taxpayers while maintaining the provision of high-quality services to the citizens of Wainfleet;

AND WHEREAS injecting competition into municipal service delivery has the potential of both reducing cost and providing more responsive services;

NOW THEREFORE BE IT RESOLVED that staff be directed to report back to Council with the total value of equipment, cost of maintenance and insurance of equipment and overtime paid to employees in the Roads Division of the Public Works Department;

AND THAT staff investigate the feasibility and the potential of outsourcing or contracting out various municipal services and report back to Council with a recommendation.

Staff reached out to local municipal partners and MTO inspection staff to gauge the current levels of contracted services and discuss previous experiences with contracted services. In discussions with neighbouring municipalities, many have previously contracted out services such as roadside mowing and grass cutting in parks and cemeteries. Due to damage to headstones, fencing and other municipal property and a general lower level of service, some municipalities have ended contracted services and resumed completing these services utilizing municipal staff. Some municipalities have adopted a split service, with contracted services remaining in passive use areas, inactive cemeteries or areas not prominently used by the public.

Area Maintenance contracts such as the MTO agreements require contractors to provide staff and resources for immediate response for a broad set of services including road patrols, plowing and sanding, guiderail damage and time sensitive regulated sign repairs.

Both individual contracts and service contracts would require one or two Township inspectors to administer, manage and monitor the various contracts and services, managing the requests for services and evaluate the performance of contractors.

It is difficult to determine the complete accuracy and the potential performance of contractors to complete the various projects. If services were contracted out individually, the work would be performed when the contractor has staff and equipment available, and there is the potential that the Township may not receive the same level of response and service that Township forces currently provide.

The Townships utilizes an annual rental rate for specialized equipment and additional services to assist Township staff and equipment to complete tasks when required. For example, during wetter summers, Township staff have previously employed contract services to assist in completing roadside mowing in addition to the Township staff and equipment to meet the expectations of the public. The equipment included in the rental list ranges from mowers, gradalls, dozers, mini excavators and more, allowing staff to complete projects in a cost effective and expedited manner when required. Staff are diligent in using tax dollars in the most effective manner while staying within the negotiated agreement with CUPE 1287-16.

Appendix A outlines the some of the various services currently performed by Township forces, including a cost breakdown provided by quotation, as well a submission prepared for inclusion for the MTO area maintenance contract. Contractor services are

normally based on availability of equipment and manpower unless a designed service contract is engaged. Township Staff continue to be flexible to the needs of the community including routine services and emergencies including replacement of missing regulatory signs, downed trees, plowing and sanding or emergency road repairs.

Prior to contracting out services, the Township would have to engage with CUPE 1287-16 to avoid grievances or settlements if staff were to be released. Contracting of services would also result in a surplus of equipment – and the disposal of Township equipment and altering the servicing requirements for the current fleet would need to be examined. The Township would still be required to employ staff to provide the logistical services including requests for service, scheduling and approvals of work, inspections and review of payments to contractors.

The Township is required to ensure all minimum maintenance standards set forth by the Province are met, which has been accomplished with internal Township staff or may be by an area service agreement with a contractor. Individual contracting of services may pose some risk to the township if the minimum standard timelines for response are not met due to inability of contractors to provide the necessary equipment or manpower to respond in a timely fashion.

FINANCIAL CONSIDERATIONS:

None at this time.

OTHERS CONSULTED:

Strategic Leadership Team

ATTACHMENTS:

1. Appendix “A” – Contracting Out

Respectfully submitted by,

Richard Nan, CRSS
Manager of Operations

Approved by,

William J. Kolasa,
Chief Administrative Officer/ Clerk

APPENDIX "A" TO PWSR-008/2021

Item	Description	Unit	Quotes	Submission for MTO Area Maintenance Contact	Township
1	Roadside Ditching	Meter	$7.25/Meter plus Trucking and Supervision	$18/meter	Average $7.45/Meter with rental Gradall plus trucking, Supervision included
2	Culvert Installation	Each(1) based on 15" HDPE	$2000-$2750	$3,000	$2086.11based on 4 hours, 2 loads of stone pipe and labour
3	Vegetation (Roadside Mowing)	L.S.		2cuts based on 240kms 1st cut (edge of Road to ditch only) 2nd cut to backside of ditch, Total $136,200	$117,665.25/yr with multiple cuts and includes dailighting intersections
4	Grass Cutting (Parks, Fire halls)	L.S.	$2730/per fire hall	N/A	$2750 per fire hall
5	Gravel Resurfacing (includes: Granular, grading and trucking)	T	$27/t	$30/t	$20/t
6	Sweeping	L.S.	$120/hr	?	$64.75/hr
7	Signs	L.S.	$85-$125 Pending type of sign	$100 per sign repair	$65-120/per depending on which type of sign
8	Steel Beam Guiderail/ Attenuators extra	M	$140	$ 150.00	Out sourced
9	Grading	L.S.	$145/hr	(450Hours)	$134.80/hr
10	Road Inspection Routine & Winter	L.S.		$60/hr	$57.65/Hr
11	Snow Plowing	L.S.		$420/Hr per unit	$160.15/hr per unit
				100 Guaranteed Hours	no minimum hrs
12	Salting & Sanding	L.S.		$350/Hr per unit based on 400 hrs	$128.15/hr per unit
				100 Guaranteed Hours	no minimum hrs
13	Plowing parking lots	L.S.		$170/Hr based on 300 hrs	$92.25/hr
14	Catch Basin Cleaning		$225/Hr	?	Out Sourced

PUBLIC WORKS STAFF REPORT **PWSR-009/2021**

TO: Mayor Gibson & Members of Council

FROM: Richard Nan, Manager of Operations

DATE OF MEETING: May 11, 2021 (April 20, 2021)

SUBJECT: Site Alteration By-law

RECOMMENDATION(S):

THAT Public Works Staff Report PWSR-009/2021 respecting Site Alteration By-law be received; and

THAT staff be directed to finalize the attached Site Alteration Bylaw in the Township of Wainfleet for the next available meeting.

EXECUTIVE SUMMARY:

Staff and council have been discussing the possibility of a site alteration bylaw beginning in 2019. The Township has been experiencing increased truck traffic in various areas of the town bringing fill into the municipality from outside sources. Staff have been working on a site alteration bylaw with the assistance of a couple of councillors in an effort of reducing the damage being received to our road network as well as the dumping of fill on various parcels of land.

BACKGROUND:

A member of staff and a member of council attended a symposium to review the newly created Managing of Excess soil legislation being implemented by the province of Ontario. Council members became aware of several incidents located in the Region of Niagara that were experiencing illegal infilling taking place.

Staff began the process of investigating various site alteration bylaws including the City of Ottawa and the City of Hamilton. A draft site alteration bylaw had been produced over several months and reviewed by legal representation. The revised copy had been circulated to staff as well as a couple of council members that had been part of the team spearheading the endeavor to restrict and have a way of monitoring the influx of fill starting to enter the community. The Township road network started receiving heavy flow of large truck traffic and damage to the road surface in a few areas of the township where fill had begun being brought in from outside the municipality. A final draft was being prepared when the following motion at the March 9, 2021 council meeting was enacted:

Fill By-law Motion

"THAT staff be directed to proceed forthwith with drafting and presenting a by-law for Council's consideration that mirrors a Site Alteration By-law recently adopted by the City of Thorold for the purpose of regulating the removal, placing or dumping of fill."

The Township Solicitor has reviewed the document prior to preparation of the report and staff have prepared the attached site alteration Bylaw for Council's consideration.

OPTIONS/DISCUSSION:

1. Council review the attached Site Alteration Bylaw and make any necessary changes to suit the needs of the township and staff will prepare a final draft for consideration at the next available meeting.

2. Council direct legal staff review the proposed bylaw, incorporate any suggested changes including fee structure and potential fines/penalties by Council and a final draft be presented for ratification at the next available meeting. (recommended)

3. Council wave procedural requirements and enact the attached bylaw (and incorporating any suggested changes) as amended at this meeting.

FINANCIAL CONSIDERATIONS:

Staff will have to set aside the necessary time for processing of applications as well as the required enforcement of the new Bylaw. The fine structure may require staff to attend court along with legal representation as part of the enforcement.

OTHERS CONSULTED:

1) Strategic Leadership Team
2) Township Solicitor

ATTACHMENTS:

1) Appendix "A" – Draft Site Alteration By-law
2) Appendix "B" – Site Alternation Application

Respectfully submitted by,

Richard Nan
Manager of Operations

Approved by,

William J. Kolasa
Chief Administrative Officer

APPENDIX “A” TO PWSR-009/2021

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 0XX-2021

Being a Site Alteration By-law to regulate the removal, placing or dumping of fill in the Township of Wainfleet.

WHEREAS sections 8, 9 and 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*" or "the statute"), authorize a municipality to pass by-laws respecting the economic, social and environmental well-being of the municipality, the health, safety and well-being of persons, and the protection of persons and property;

AND WHEREAS section 142 of the *Municipal Act, 2001*, provides that a local municipality may pass by-laws to prohibit or regulate the placing or dumping of fill, the removal of topsoil and the alteration of the grade of land, to require that a permit be obtained for the placing or dumping of fill, the removal of topsoil and the alteration of the grade of land and for imposing conditions to a permit, including requiring the preparation of plans acceptable to the municipality relating to grading, filling or dumping, the removal of topsoil and the rehabilitation of the site;

AND WHEREAS sections 23.1, 23.2, 23.3 and 23.5 of the of the *Municipal Act, 2001*, authorize a municipality to delegate certain powers and duties;

AND WHEREAS section 425 of the of the *Municipal Act, 2001* permits a municipality to pass by-laws providing that any person who contravenes any by-law of the municipality enacted under the statute is guilty of an offence;

AND WHEREAS subsection 426(4) of the of the *Municipal Act, 2001* provides that any person that hinders or obstructs, or attempts to hinder or obstruct, any person who is exercising or performing a duty under a by-law enacted under the statute is guilty of an offence;

AND WHEREAS subsection 444(1) of the *Municipal Act, 2001* permits a municipality, if satisfied that a contravention of a by-law of the municipality passed under the statute has occurred, to make an order requiring the person who contravened the by-law or who caused or permitted the contravention, or the owner or occupier of the land on which the contravention occurred, to discontinue the contravening activity;

AND WHEREAS section 446 of the *Municipal Act, 2001*, provides a municipality with the authority to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

AND WHEREAS Council for the Township of Wainfleet deems it expedient and in the public interest to enact this By-law;

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NOW THEREFORE, Council of the Corporation of the Township of Wainfleet enacts as follows:

PART I — DEFINITIONS

1. In this By-law:

(a) "Agricultural Lands" includes:

(i) land upon which agriculture is a permitted use pursuant to the applicable zoning by-law(s), and

(ii) land which is being used for agricultural purposes at the time time of application for a Permit and during the period in which a Permit applies;

(b) "Commercial Fill Operation" means the removal, placing or dumping of Fill involving remuneration paid, or other compensation, to an Owner of land whether or not the remuneration or compensation to the Owner is the sole reason for the removal, placing or the Dumping of Fill;

(c) "Complete Application" means an application for a Permit that includes the application form and all other plans, fees, securities, certificates, approvals and other documents required to be submitted in accordance Part VII of this By-law;

(d) "Conservation Authority" means the Niagara Peninsula Conservation Authority;

(e) "Council" means the Council of the Township of Wainfleet;

(f) "Director" means the Operations Manager of the Township and shall include any person authorized by the Director to carry out any of the powers or duties of the Director pursuant to this By-law;

(g) "Dump", "Dumped" or "Dumping" means the placing or depositing of Fill in a location other than where the Fill was obtained and includes the movement and depositing of Fill from one location to another on the same property;

(h) "Fill" means any type of material removed from or deposited or placed on lands and, without limiting the generality of the foregoing, includes soil, subsoil, topsoil, stone, sod, turf, clay, sand, gravel or other such similar material, either singly or in combination, at the discretion of the Director;

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(i) “Haul Route” means Roads designated or approved by the Township for the purposes of ingress or egress to a Site Alteration as a condition of a Permit;

(j) “Lot” shall mean a parcel of land which can be legally conveyed;

(k) “MOE” means the Ministry of the Environment, Conservation and Parks;

(l) “Municipal Law Enforcement Officer" means a person appointed by Council to enforce the provisions of this By-law and any officer of the Niagara Regional Police Service or the Ontario Provincial Police;

(m) “Normal Farm Practice” means a practice that is conducted in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations under similar circumstances and includes the use of innovative technology used with advanced management practices;

(n) “Order” means an order issued under this By-law;

(o) "Owner” means the registered owner of land;

(p) “Permit” means a permit issued pursuant to the provisions of this By-law which is, subject to Part XI of this By-law, valid for a period of twelve (12) consecutive months from the date of issuance;

(q) Public Open House” means a meeting that is open to the public for the purposes of section 29 of this By-law;

(r) “Qualified Person” means a person who meets the qualifications as set out in section 5 or 6 of O. Reg. 153/04 - Records of Site Condition - Part XV.1 made under the *Environmental Protection Act*, R.S.O. 1990, c. E.19,

(s) “Road(s)” means a common and public highway, and includes a street, bridge or other structure forming part of a highway over or across which a highway passes and includes the whole of a road allowance under the jurisdiction of the Township;

(t) “Security” means financial security in the form of a cash deposit or an irrevocable letter of credit to ensure fulfillment of the terms of a Permit or to secure the cost of repairing damage to municipal property as a result of work undertaken under a Permit which is posted under this By-law or pursuant to a Site Alteration Agreement;

(u) “Site” means the Lot or Lots altered or proposed to be altered by a Site Alteration;

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(v) "Site Alteration" means any temporary or permanent removal of Fill from the Site by any means or any temporary or permanent Dumping of Fill on the Site by any means, whether the Fill originates from lands or Lots appurtenant to the Site or from elsewhere;

(w) "Site Alteration Agreement" means an agreement between an Owner and the Township required by the Director as a condition of obtaining a Permit under this By-law;

(x) "Site Plan" means a set of drawings that clearly indicates the area on the Site subject to Site Alteration along with the property lines of the Lot or Lots;

(y) "Topsoil" means those horizons in a soil profile, commonly known as "O" and "A" horizons, containing organic material and includes deposits of partially decomposed organic material such as peat;

(z) "Township" means The Corporation of the Township of Wainfleet;

(aa) "Works" means any physical change to lands, and is synonymous with Site Alteration.

(bb) "Zoning By-law" means a by-law passed under section 34 of the Planning Act, R.S.O. 1990, c. P.13 ("Planning Act") and applicable to lands within the Township.

PART II – SHORT TITLE

2. This By-law may be cited and known as the "Site Alteration By-law".

PART III – SCOPE

3. This By-law shall apply to all Site Alterations within the Township, unless the Conservation Authority has made a regulation under section 28 of the *Conservation Authorities Act*, R.S.O. 1990, c. C.27, applicable to the Site, or unless specifically excluded pursuant to this By-law.

PART IV – ADMINISTRATION AND DELEGATED AUTHORITY

4. The Director shall be responsible for the administration of this By-law.

5. The Director is authorized and has the delegated authority to:

(a) approve, exempt/waive, issue, revoke, extend, renew, amend, or close a Permit and/or grant approvals of Site Alteration;

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(b) impose conditions on the issuance of a Permit;

(c) determine and deem an application for Permit as abandoned, expired, or closed;

(d) approve and coordinate any works required to remediate the Site as part of or subsequent to a Site Alteration;

(e) approve amendments to Site Alterations and Site Alteration Agreements;

(f) appoint a peer review consultant or other engineering, scientific and/or technical experts to fulfill the role or duties of a Municipal Law Enforcement Officer for purposes of this By-law;

(g) require or exempt Works from the requirements of this By-law;

(h) authorize any person to carry out any of the powers or duties of the Director pursuant to this By-law;

(i) approve forms and documents to be used under this By-law;

(j) hear and consider appeals of decisions to deny a Permit;

(k) authorize and/or to hire such agents, contractors and other persons to perform the Work, as required; and

(l) take any actions or steps incidental to or ancillary to the Director's authority under this By-law.

PART V — GENERAL PROHIBITIONS

6. Subject to the exemptions prescribed under Part VI of this By-law, no person shall cause, permit, perform or carry out a Site Alteration without first obtaining a Permit from the Township to do so.

7. Notwithstanding any other provision of this By-law, no person shall import any Fill onto any land where the quality of the imported material is not acceptable for the intended use and betterment of the land.

8. Where a Permit has been issued under this By-law authorizing a Site Alteration, no person shall undertake or permit a Site Alteration except in accordance with:

(a) the plans, approvals, documents or other material filed in support of the issuance of the Permit;

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(b) the conditions attached to the Permit;

(c) the terms of any Site Alteration Agreement or other agreement with the Township entered into under this By-law; and

(d) the provisions of this By-law.

9. No person shall modify an approved Site Alteration without approval of the Director.

10. No person shall operate a Commercial Fill Operation in the Township of Wainfleet.

11. No person shall remove Fill, Dump Fill, or cause or permit the removal or Dumping of Fill unless such Fill complies with the Ministry of Environment standards for clean Fill, as described in the Environmental Protection Act, R.S.O. 1990, c. E.19 ("Environmental Protection Act").

12. No person shall import any Fill onto any Lot, land or property with the use of a hydro excavation truck, being any truck that excavates, removes or moves Fill with water and/or air, except where approval has been given by Council.

13. No person shall carry out any Site Alteration works for which a Permit is required in a manner that contravenes the Township's Noise Control By-law or at any time on a Saturday, Sunday or statutory holiday.

14. No person shall fail to obey an Order issued under this By-law.

15. No person shall obstruct a Municipal Law Enforcement Officer carrying out an inspection under this By-law.

PART VI — EXEMPTIONS

16. This By-law is not applicable to the following:

(a) a Site Alteration:

(i) that involves the Dumping or placing of Topsoil on a Site for improving the soil capability for agricultural purposes on Agricultural Lands as part of a Normal Farm Practice,

(ii) that is incidental to a grading requirement under the *Ontario Building Code*, O. Reg. 332/12 ("*Building Code*") for the construction or demolition of a building or structure for which a building permit has been issued or for the purpose of constructing a driveway, parking lot or assembly area reasonably accessory to the building or structure for which a building permit has been

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issued or is a septic disposal system where a permit has been issued by the Township, the Regional Municipality of Niagara or the MOE in accordance with Part 8 of Division B of the *Building Code*,

(iii) on lands that are used for the purpose of flood or erosion control to establish finished grade shown on a grading and drainage plan approved by the Conservation Authority, or

(iv) on lands that are used for storage purposes either as a primary or accessory use provided that the use is permitted on the lands pursuant to the Zoning By-law;

(b) public sector related activities or matters undertaken by the Township or a local board of the Township;

(c) the Dumping of Fill, removal of Topsoil or alteration of the grade of land imposed after December 31, 2002 as a condition to the approval of a site plan, a plan of subdivision or a consent under sections 41, 51 or 53of the *Planning Act* or as a requirement of a site plan agreement or subdivision/severance agreement entered into under those sections;

(d) the Dumping of Fill, removal of Topsoil or alteration of the grade of land imposed after December 31, 2002 as a condition to a development permit authorized by regulation made under section 70.2 of the *Planning Act* or as a requirement of an agreement entered into under that regulation;

(e) the Dumping of Fill, removal of Topsoil or alteration of the grade of land undertaken by a transmitter or distributor, as those terms are defined in section 2 of the *Electricity Act, 1998*, S.O. 1998, c. 15, Sched. A, for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in that section;

(f) the Dumping of Fill, removal of Topsoil or alteration of the grade of land undertaken on land described in a licence for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the *Aggregate Resources Act*, R.S.O. 2990, c. A.8 ("*Aggregate Resources Act*");

(g) the Dumping of Fill, removal of Topsoil or alteration of the grade of land undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land;

(i) that has not been designated under the *Aggregate Resources Act* or a predecessor of that statute, and

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(ii) on which a pit or quarry is a permitted land use under a by-law passed under section 34 of the *Planning Act*,

(h) the Dumping of Fill, removal of Topsoil or alteration of the grade of land undertaken as an incidental part of drain construction under the *Drainage Act*, R.S.O. 1990, c. D.17 or the *Tile Drainage Act*, R.S.O. 1990, c. T.8;

(i) the use, operation, establishment, alteration, enlargement or extension of a waste management system or waste disposal site lawfully permitted under Part V of the *Environmental Protection Act*, or a waste disposal site or waste management system that is exempted by regulation from said Part V;

(j) the construction, extension, alteration, maintenance or operation of works under section 28 of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50;

(k) the construction of a building or structure, including a driveway or parking pad, pursuant to a valid building permit which has been issued by the Township, where the Site Plan accompanying the building permit application provides sufficient information to ensure that the Site Alteration proposed therein meets the guidelines established by the Director pursuant to this By-law;

(l) any filling of an excavation to the elevation of an existing grade following the demolition or removal of a building or structure for which a demolition permit has been issued, or for which no demolition permit is required under the *Building Code Act, 1992*, S.O. 1992, c. 23 or the *Building Code*;

(m) any Site Alteration that is:

(i) determined to be a Normal Farm Practice, and

(ii) carried on by Owners or properties that have an active registration as a “farming business” as defined in the *Farm Registration and Farms Organization Funding Act*, *1993*, S.O. 1993, c. 21 and are in good standing under that statute;

(n) the stockpiling of Fill in the ordinary course of the operation of a garden supply establishment that is legally established under the Zoning By-law, provided that such activity does not result in the permanent alteration of the existing grade of the land of the garden supply establishment. For this exemption to apply, the Owner must:

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(i) maintain records from the material source sites indicating that the imported Fill meets the requirements of the site condition standards for agricultural property use, and

(ii) demonstrate to the satisfaction of the Director, that the Fill is being exported regularly and not returning to the same Lot, land or property.

17. A Permit is not required for a Site Alteration if the size of the Site and total amount of Fill is as follows

(a) for a Site of 0.1 hectares or less, a maximum of 10 cubic metres of Fill, which shall be permitted only within a twelve (12) month period for betterment of the Site and the permitted use of the Site;

(b) for a site of 0.2 hectares to 0.5 hectares, a maximum of 100 cubic metres of Fill, which shall be permitted only within a twelve (12) month period for betterment of the Site and the permitted use of the Site;

(c) for a site of 0.5 hectares or larger, a maximum of 250 cubic metres of Fill, which shall be permitted only within a twelve (12) month period for betterment of the Site and the permitted use of the Site

18. Any Site Alteration in which the amount or volume of Fill exceeds the maximum volumes prescribed by section 17 is prohibited unless a Permit is issued by the Director and is subject to all other provisions and requirements of this By-law.

19. Notwithstanding the exemptions from the Permit requirement prescribed by section 17 of this By-law, every person carrying out a Site Alteration to which section 17 applies shall provide notice of the Site Alteration to the Director in accordance with Schedule “D” to this By-Law.

PART VII - ADMINISTRATION AND REQUIREMENTS FOR ISSUANCE OF A PERMIT

20. Every Owner applying for a Permit shall submit to the Director:

(a) a completed application in the form provided in Schedule “A” to this By-law;

(b) payment of the fee for a Permit as set out in Schedule “B” to this By-law;

(c) a Security in an amount satisfactory to the Director;

DRAFT

(d) a description of the Fill proposed to be removed or Dumped including a detailed description of the destination or source of the Fill, the quantity of the Fill and the proposed placement of the Fill;

(e) a certificate of commercial general liability insurance in the owner's name, in the amount of $5,000,000, naming the Township as an additional insured party, and maintain such insurance for the full period of time during which the Permit is valid, which certificate shall be in a form prescribed by the Director from time to time;

(f) a Site Alteration Plan satisfactory to the Director, which includes and accurately indicates the following:

(i) the property lines of the lands, with dimensions;

(ii) the location on the Site of the Site Alteration, with dimensions,

(iii) location and details of any proposed sediment control measures,

(iv) all existing storm sewers, ditches, swales, creeks, watercourses and wetlands on the lands and on abutting lands and public Roads,

(v) all woodlands on the Site

(vi) all easements and rights of way over, under, across or through the Site,

(vii) proof of permission with respect to the removal, placement or Dumping of the Fill from the grantee of any easement on the Site impacted by a Site Alteration,

(viii) all existing buildings and driveways on the Site,

(ix) all existing elevations with sufficient buffer onto adjacent properties to assess existing drainage patterns,

(x) proposed grades and drainage systems upon completion of the Site Alteration,

(xi) proposed ground covering to be used upon completion of the Site Alteration,

(xii) location and composition of any temporary or permanent entrances and/or access roads that will be constructed to facilitate access to the Site, and

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(xiii) location and composition of any temporary or permanent mud mat at the entrance to the Site to mitigate mud tracking onto the municipal right-of-way;

(g) where applicable, copies of any approval required from any other agency, including, but not limited to, the Conservation Authority;

(h) the proposed Haul Route;

(i) a certificate stating that the Fill contains no contaminants within the meaning of the *Environmental Protection Act*, which certificate shall be in a form prescribed by the Director from time to time;

(j) an executed unconditional release and indemnity to save harmless the Township, its elected officials, staff and agents, with respect to any and all liability which may arise directly or indirectly from the Site Alteration, including the presence of any fill that is determined to contain contaminants within the meaning of the *Environmental Protection Act*, which release and indemnity shall be in a form prescribed by the Director from time to time; and

(k) any other study, report, plan or material related to the application as deemed necessary by the Director to constitute a Complete Application.

PART VIII – ISSUANCE OF A PERMIT BY THE DIRECTOR

21. The Director shall review and assess or cause to be reviewed and assessed a Complete Application. In carrying out its review the Director may seek comments from any other agency deemed necessary by the Director for the purpose of reviewing and/or assessing a Complete Application.

22. The Director shall issue a Permit where, in the assessment of the Director, acting reasonably:

(a) the person has fulfilled all of the requirements of this By-law, including the payment of all applicable fees, charges and Security;

(b) the Site is not within an area where the Site Alteration is prohibited under this By-law or any other applicable law;

(c) the issuance of the Permit:

(i) will result in maintaining or improving the overall agricultural capability of the Site, or

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(ii) is incidental to a Normal Farm Practice, or

(iii) is appropriate for the development and use of the Site and that the general intent and purpose of:

A. the Zoning By-law,
B. the Official Plan of the Township, and
C. this By-law, will be maintained.

23. The Director may require as a condition of the Permit that the person to whom the Permit is issued enter into a Site Alteration Agreement in the form set out in Schedule “C” to this By-law, which may include a requirement to provide additional Security.

24. Where the Director refuses to issue a Permit, any person who considers themselves aggrieved may appeal the decision of the Director in accordance with the following process:

(a) the person appealing (“the appellant”) shall deliver a written notice of appeal to the Township within twenty (20) days of the date of decision by the Director to deny or refuse issuance of a Permit;

(b) the notice of appeal may be delivered to the Township by prepaid ordinary mail, registered mail, courier or email and shall be directed to the attention of the Director;

(c) the notice of appeal shall contain the appellant’s name, address, email address (if applicable), phone number, the reason for appealing the denial and all necessary details concerning the appeal;

(d) upon receipt of the notice of appeal, the Director may request and require production of any further documents, reports and information to be provided by the appellant and may consider any issue relevant to the issuance of the Permit, including legal issues and interpretation of the By-law, and may consult with legal counsel;

(e) the appeal shall be conducted in writing only;

(f) the Director may affirm, vary or rescind the decision and shall deliver a written notice of the result of the appeal to the appellant by ordinary prepaid ordinary mail, registered mail, courier or email, .

25. The Director shall not issue a Permit or accept an application for a Site Alteration within a twelve (12) month period of the expiry date of any previous Permit.

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PART IX – CONSIDERATION BY COUNCIL OVER 250 CUBIC METRES

26. Where the amount or volume of Fill to be removed or Dumped in relation to a Site Alteration exceeds one thousand (250) cubic metres within any twelve (12) month period, the Permit for such Site Alteration may not be issued by the Director unless and until the Complete Application has been reviewed and assessed by Council and the issuance of the Permit has been approved by Council.

27. In reviewing and assessing a Complete Application in accordance with section 26 of this By-law, Council shall have the same powers as the Director pursuant to this By-law.

28. In addition to the all other requirements of this By-law, every person to whom a Permit is issued under section 26 shall be required to enter into a Site Alteration Agreement in the form set out in Schedule "C" to this By-law, which may include a requirement to provide additional Security.

29. Upon receipt of a Complete Application for a Site Alteration that exceeds one thousand (250) cubic metres of Fill:

    (a) the Director shall:

        (i) schedule a Public Open House,

        (ii) provide the person submitting the Complete Application with notice of the Public Open House at least thirty (30) days prior to the date of the meeting,

        (iii) provide notice of the Complete Application to all registered Owners of Lots, land or property within one hundred and twenty (120) metres of the boundaries of the Site, and

        (iv) post notice of the Public Open House on the Township's website at least ten (10) days prior to the Public Open House date; and

    (b) the person submitting the Complete Application shall post a placard on the Site as provided by the Township at least ten (10) days prior to the Public Open House so that it is clearly visible to the public, provide proof of the placement of the placard to the Director and leave the placard on the Site until the Permit is issued or denied.

30. Delivery of any notice to the person submitting the Complete Application under this Part shall be made by prepaid ordinary mail and shall be deemed to have been delivered five (5) days after the date of mailing.

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31. Comments received at the Public Open House shall form part of a technical report provided by the Public Works and Community Services Department to Council and shall form part of the review by Council.
32. Consideration of the Complete Application shall be held in public and the person submitting the Complete Application may request to be a delegate.

33. Upon reviewing and assessing the Complete Application, reviewing the technical report described in section 31 and hearing from any delegation described in section 32, Council shall consider whether the Complete Application meets the requirements of this By-law and shall approve or deny the issuance of the Permit.

34. The decision of Council to approve or deny the issuance of the Permit is final.

PART X - CONDITIONS ON PERMITS AND HAUL ROUTES

35. The Director shall, as a condition of a Permit, require an Owner of the Site which is the subject of the Permit either prior to the Permit being issued or after the Permit has been issued, to comply with the following:

    (a) notify the Director in writing:

        (i) at least seventy-two (72) hours before commencing any work under the Permit, and

        (ii) of the completion of the work under the Permit no later than seventy-two (72) hours following completion of the work;

    (b) maintain the Roads providing ingress and egress to the Site in the same condition that existed prior to the commencement of the work;

    (c) keep all Roads providing ingress and egress to the Site free from any damage, equipment or material or mud tracked onto the Road arising from any works undertaken as a result of the Permit;

    (d) remediate and clean up forthwith any material or mud tracked onto the Roads where required to do so by Township staff;

    (e) ensure that any dust control measures are in place so as to restrict and limit the blowing of dust onto any adjacent lands;

    (f) install temporary signage in accordance with Ministry of Transportation's Ontario Traffic Manual (OTM) Book 7 regulations on all Roads immediately adjacent to the Site where Fill is being Dumped;

    (g) inspect and maintain sediment control measures to ensure they are kept in good working order;

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(h) ensure that any machinery operating on a Road or any person directing traffic on a Road does so in a manner acceptable to the Director and in accordance with all other applicable law;

(i) ensure that Fill that is Dumped on the Site is in accordance with the Permit, the Site Plan and all other applicable law;

(j) provide the Director or a Municipal Law Enforcement Officer a report from a Qualified Person, qualified engineer or environmental consultant possessing an expert or special knowledge in respect to the source and nature of the Fill to be Dumped that the Fill meets the standards prescribed by the MOE; and

(k) provide Security satisfactory to the Director or secure the maintenance of the Roads that are used by trucks delivering or removing Fill in a state of good repair and free from dust and mud.

36. The Director may, as a condition of a Permit, require an Owner of the Site which is the subject of the Permit, either prior to the Permit being issued or after the Permit has been issued, to comply with one or more of the following:

(a) keep, maintain and make available to the Director the following records:

(i) the full and complete legal name and business name if different from the legal name of each hauler,

(ii) the commercial vehicle registration number of each hauler,

(iii) the motor vehicle permit number of the motor vehicles owned and operated by each hauler,

(iv) the date and time of delivery of Fill,

(v) the point of origin of each delivery of Fill,

(vi) the volume of each delivery of Fill,

(vii) the content of material of each delivery of Fill,

(viii) any other information required by O. Reg. 153/04 - Records of Site Condition - Part XV.1 made under the *Environmental Protection Act*, and

(ix) any other information required by the Director; and

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(b) comply with any other conditions imposed by the Director.

37. The Director may also, as a condition of a Permit, designate one or more Haul Routes to be used for ingress or egress to the Site for the Site Alteration.

38. Where Haul Routes are not within the jurisdiction of the Township, the Director may require that the Owner of the Site that is the subject of the Permit provide proof of permission to use the Roads.

39. Every Owner who is issued a Permit under this By-law shall be responsible for ensuring that the designated Haul Routes are used by any person coming to or from the Site for works carried out under the Permit and any failure to do so is a contravention of this By-law.

40. The Township may engage such legal, engineering or other technical consultants the Director deems necessary in order to evaluate and/or review studies and/or agreements or to provide assistance to the Director in respect of an application and ensuing Site Alteration and the costs incurred by the Township in so doing shall be charged back to the Owner.

41. The Township may draw on any Security provided under this By-law in order to remedy any breach of the provisions of this By-law, the conditions of a Permit, or any other obligation of the Owner relating to the Permit.

42. The issuance of a Permit under this By-law does not relieve an Owner or any other person from compliance with the By-law or any other applicable law.

PART XI – SUSPENSION, REVOCATION, TRANSFER AND EXPIRY OF A PERMIT

43. A Permit issued pursuant to the provisions of this By-law may be revoked by the Director at any time and without notice under any of the following circumstances:

    (a) if no work has been commenced after three (3) months from the date of issuance;

    (b) if the Permit was issued on mistaken, misleading, false or incorrect information;

    (c) if the Permit was issued in error, or

    (d) where the Owner of the Site that is the subject of the Permit is in contravention of a condition to the Permit, a provision of this By-law, or a provision of any Site Alteration Agreement that has been entered into.

44. No refund of any fees paid pursuant to this By-law shall be provided if a Permit expires.

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45. A Permit issued under this By-law may be renewed or extended prior to expiry where the following conditions are met:

    (a) work has been commenced or completed under the Permit;

    (b) the work previously approved under the Permit has not been and will not be revised;

    (c) the person to whom the Permit was issued or the Owner of the Site that is the subject of the Permit submits a renewal or extension application to the Director that is accompanied by the applicable Permit fee; and

    (d) the renewal or extension application is submitted at least sixty (60) days prior to the expiry of the Permit.

46. A renewal or extension of a Permit issued pursuant to this By-law shall be valid for a period of six (6) months from the date of issuance, but shall expire after three (3) months from the date of issuance if work has not been commenced by that date.

47. A Permit may be cancelled upon written request from the Owner to the Director. An inspection of the Site will be conducted to ensure that no work has commenced and that the Site is in an acceptable condition, and at the discretion of the Director, a refund of the Fee for the Permit may be made.

48. If title to the Site for which a Permit has been issued is transferred while the Permit remains in effect, the Permit is automatically cancelled unless the new Owner, within thirty (30) days prior to the transfer:

    (a) provides the Township with written undertaking to comply with all conditions under which the existing Permit was issued, an executed assumption agreement satisfactory to the Director and an executed release and indemnity as required by subsection 20(j) of this By-law; or

    (b) applies for and obtains a new Permit in accordance with the provisions of this By-law.

PART XII - ORDERS

49. For the purpose of ensuring compliance with this By-law, the Director or any person authorized by the Director or a Municipal Law Enforcement Officer may, at all reasonable times, enter upon and inspect any Site to determine whether or not the following are being complied with:

    (a) this By-law;

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(b) any condition of a Permit;

(c) a provision of any Site Alteration Agreement, direction or Order made under this By-law; or

(d) a prohibition order made under section 431 of the *Municipal Act, 2001*.

50. The Director or a Municipal Law Enforcement Officer may, for the purposes of the inspection under this Part:

(a) require the production for inspection of documents or things relevant to the inspection;

(b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;

(c) require information in writing or otherwise as required by the Municipal Law Enforcement Officer from any person concerning a matter related to the inspection; or

(d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

51. Any cost incurred by the Township in exercising its authority to inspect under this Part including but not limited to the cost of any examination, test, sample or photograph necessary for the purposes of the inspection, shall be paid by the Owner of the Site where the inspection takes place or the person to whom the Permit was issued in relation to the Site where the inspection takes place.

52. If the Director or a Municipal Law Enforcement Officer is satisfied that:

(a) a contravention of this By-law has occurred, he or she may make an Order requiring the Owner of the Site where the contravention occurred or the person who caused or permitted the contravention to immediately discontinue the contravening activity. Such the Order shall set out:

(i) the municipal address or the legal description of the Site,

(ii) reasonable particulars of the contravention, and

(iii) the period of time within which there must be compliance; and,

(b) a person has caused or permitted the a Site Alteration in contravention of the provisions of this By-law, he or she may make an Order requiring the Owner of the Site where the contravention occurred or the person who

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caused or permitted the contravention to carry out work to correct the contravention. Such Order shall set out:

(i) the municipal address or the legal description of the Site,

(ii) reasonable particulars of the contravention,

(iii) the period of time within which there must be compliance, and

(iv) that if the work is not done in compliance with the Order within the specified period, the Township may have the work completed at the expense of the Owner of the Site where the contravention occurred.

53. Any Order issued under this Part shall be served personally or by registered mail to the last known address of the Owner of the Site and to any other person to be served. If an Order is served by registered mail, the service shall be deemed to have been made five (5) days after the date of mailing.

54. Upon completion of the work to correct the contravention by or on behalf of the Township under this Part, the Township shall have a lien on the Site for the amount spent in excess of any Security applied to remedy or rectify the contravention and the amount may be added to the tax roll and collected in the same manner and with the same priority as municipal property taxes.

PART XIII – PENALTY AND OFFENCE

55. The Township of Wainfleet's Administrative Penalty By-law applies to each administrative penalty issued pursuant to this By-law.

56. Each person who contravenes any provision of this By-law:

(a) may be given a Penalty Notice in accordance with the Township of Wainfleet's Administrative Penalty By-law and be liable to pay to the Township an Administrative Penalty in the amount specified by the Administrative Penalty By-law, for each day or part of a day on which the contravention continues; or

(b) upon conviction be liable to fines as provided for in the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended.

57. Every person who contravenes any provision of this By-law, a condition of a Permit or an Order issued under this By-law, is guilty of an offence and upon conviction is liable:

(a) on a first conviction, to a fine of not more than $10,000; and

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(b) on any subsequent conviction, to a fine of not more than $25,000.

58. Notwithstanding section 56, where the person convicted is a corporation, the maximum penalty that may be imposed is,

(a) on a first conviction, to a fine of not more than $25,000; and

(b) on any subsequent conviction, to a fine of not more than $50,000.

59. In addition to any fine or any other penalty, any person who is convicted of contravening a provision of this By-law, the terms or conditions of a Permit issued pursuant to this By-law or any Order issued pursuant to this By-law, may be ordered by a court of competent jurisdiction at the expense of the person to:

(a) rehabilitate the Site and surrounding lands;

(b) remove the Fill; and/or

(c) restore the grade of the Site and surrounding lands to its original condition.

PART XIV - OBSTRUCTION

60. No Person shall hinder or obstruct, or attempt to hinder or obstruct the Director or a Municipal Law Enforcement Officer, or person in the discharge of duties under this By-law as required by the Director or Municipal Law Enforcement Officer in order to bring a Site into compliance with this By-law or an Order issued under this By-law.

61. No person shall provide false information in any statement, whether orally, in writing or otherwise, made to a Municipal Law Enforcement Officer or the Director.

62. No person shall hinder or obstruct, or attempt to hinder or obstruct, any Municipal Law Enforcement Officer or Director who is exercising a power or performing a duty under this By-law.

PART XV - SEVERABILITY

63. Should a court of competent jurisdiction declare any provision of this by-law to be invalid or of no force and effect, the provision is deemed severable from this by-law and it is the intention of the Township that the remainder of the by-law shall survive and be applied and enforced in accordance with its terms to the extent possible under the law.

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PART XVI – INTERPRETATION

64. Any reference to a statute, regulation, by-law or other statutory instrument shall be deemed to refer to the legislation as amended, consolidated, replaced or modified.

65. Any by-law or any part of any by-law inconsistent with this By-law is hereby repealed.

66. This By-law shall come into force and take effect on the date that it is passed.

BY-LAW READ AND PASSED THIS XXTH DAY OF XX, 2021

_____
K. Gibson, MAYOR

_____
M. Ciuffetelli, DEPUTY CLERK

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APPENDIX “B” TO PWSR-009/2021

Schedule “A”

SITE ALTERATION BY-LAW APPLICATION & PERMIT

SITE ALTERATION APPLICATION

Please complete all applicable sections of the application form. An incomplete application will not be processed. Please return form to the Operations Department.

PROPERTY INFORMATION

MUNICIPAL ADDRESS

LOT NO.:	PLAN NO.:
ROLL NO.:	CURRENT ZONING:
LAND OWNER (check one)	
INDIVIDUAL:	COMPANY:

REGISTERED LAND OWNER(S)

SURNAME	FIRST NAME	INITIAL
TELEPHONE	CELL	FAX
EMAIL		

CONSULTANT INFORMATION

COMPANY NAME		
TELEPHONE	CELL	FAX
EMAIL		
ADDRESS		
LEGAL NAME (for use with agreements)		
DESIGNATE (to which all correspondence will be sent)		

CONTRACTOR INFORMATION

COMPANY NAME

TELEPHONE CELL FAX

EMAIL

ADDRESS

LEGAL NAME (for use with agreements)

DESIGNATE (to whom all correspondence will be sent)

TYPE OF WORK

Remove	Place	SIZE OF LOT/CUBIC METRES OF FILL PER YEAR
		0.1 hectares or less/maximum of 10m^3
		> 0.1 to 0.2 hectares/maximum of 50 m^3
		> 0.2 to 0.5 hectares / maximum of 100 m^3
		>0.5 to hectares or larger/maximum of 500 m^3
		>500 m^3 to 1000 m^3
		1000 m^3 or greater
		Other

PROPOSED START DATE:

PROPOSED COMPLETION DATE:

BRIEF DESCRIPTION OF WORK PROPOSED:

ESTIMATED VOLUME OF FILL TO BE EXPORTED/IMPORTED:

FINANCIAL (SCHEDULE B)

APPLICATION FEE _____

RENEWAL/EXTENSION FEE _____

HAUL ROUTE INSPECTION FEE _____

OTHER FEES: _____

SECURITY _____ ☐☐ CASH DEPOSIT _____

_____ ☐☐ LETTER OF CREDIT _____

OWNER AUTHORIZATION (IF AN AGENT IS USED)

The Owner must complete this section. In the case of multiple Owners, a separate authorization form for each individual person or entity is required. Please attach an additional page in the same format as this authorization, if necessary.

I, _____ being the registered owner of the subject lands, hereby authorize _____ to submit the above application to the Township of Wainfleet for approval thereof.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

CONSENT FOR RELEASE OF INFORMATION

I understand that all information and material that is submitted with any application may be made available to the public, and specifically, any application to Council relating to a Site Alteration in excess of 250 cubic metres shall become part of the public record.

In submitting this application and any supporting materials or information, I hereby acknowledge the above noted and provide my consent to the disclosure of all information set out in this application.

Furthermore, I understand and acknowledge that my application will be shared with the Niagara Peninsula Conservation Authority, the Municipal Property Assessment Corporation and any other agencies that may have jurisdiction, comment if the location of the subject lands falls within their respective field of responsibility.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Note: Original signature(s) are required. In the case of a corporation, the signature(s) must be that of an officer(s) with authority to bind the corporation.

PERMISSION TO ENTER

I acknowledge that a site walk may be required in order to view the property and its relation to the surrounding lands, and in this regard, I authorize members of Council (or a representative thereof), Township staff, Peer Review Consultants retained by the Township, and relevant External Agency Review Staff to enter onto the site for the purpose of evaluating the merits of the application at an arranged time.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Note: Original signature(s) are required. In the case of a corporation, the signature(s) must be that of an officer(s) with authority to bind the corporation.

IMPORTANT INFORMATION

- The security deposit will be refunded to the individual/company who provided initial payment following a final inspection by Township staff. Please note that the security deposit will be applied to any unpaid taxes and/or water and sewer charges. Any application fee, municipal services fee, and agreement preparation fee are non-refundable. The security deposit will be refunded upon cancellation of a permit, less the administration fee, provided that no work has commenced.

- The Owner hereby authorizes the Township and any of its authorized agents to enter onto the subject lands for the purposes of inspection or with labour and equipment to complete or repair any works as deemed necessary by the Township.

- The Township may engage legal, engineering, hydrology, environmental, arborists, landscape or any other consultant as deemed necessary by the Manager of Operations in order to evaluate studies and/or agreements, in which case the costs incurred for such evaluations shall be charged back to the Owner. The cost of the necessary studies and/or agreements and costs incurred for such evaluations will become a fee imposed by the Township and such fee will be added to the tax roll of property and collected in the same manner as municipal taxes.

- Fees shall be adjusted upon completion of work where required to reflect totals based on accurate fill volumes as verified by a professional engineer prior to final clearance.

- It is the Owner's responsibility to obtain all necessary approvals from any federal, provincial, regional or municipal governments or agencies, including the conservation authority, prior to submitting an application for a site alteration permit.

CERTIFICATION

The Owner hereby expressly certifies that:

(i) it has read and understand the Site Alteration By-law and all Schedules and it agrees to abide fully by all terms and conditions set out therein.

(ii) it has not and will not receive any remuneration or compensation of any kind for the removal, placing or dumping of fill on its lands; and

(iii) any and all fill used in completing the Site Alteration contains no contaminants within the meaning of the *Environmental Protection Act*, R.S.O. 2990, c. E. 19.

RELEASE & INDEMNITY

The Owner hereby releases and agrees to indemnify and save completely harmless the Township, its elected officials and its employees, representatives, agents and contractors, from and against all claims, demands, damages, causes of action, costs, expenses and any other liabilities of any nature or which may arise, directly or indirectly, from the Site Alteration on the lands, including the presence of any fill that is determined to contain contaminants with the meaning of the *Environmental Protection Act.*

I,_____, hereby make the above application for Site Alteration, declaring that all information contained herein is true and correct, and acknowledge the Township will process the application based on the information provided.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Personal information contained on this form is collected and will be used for the purpose of administrating the Site Alteration application process. Questions about this collection should be directed to the Township Clerk.

FOR OFFICE USE ONLY

APPLICATION

COMPLETED APPLICATION RECEIVED: _____

APPLICATION APPROVED FOR RECEIPT: _____

APPROVED BY: _____

SITE ALTERATION PERMIT ISSUED

PERMIT ISSUED BY: _____

PERMIT NUMBER: _____ PERMIT DATE: _____

RENEWAL DATE: _____ EXPIRY DATE: _____

HAUL ROUTE

DESCRIPTION (ATTACH MAP WHERE POSSIBLE)

_____

_____

HAUL ROUTE APPROVED BY: _____

HAUL ROUTE INSPECTION PRIOR

DATE INSPECTED: _____

NOTES (ATTACH PHOTOS WHERE POSSIBLE):

_____

_____

HAUL ROUTE INSPECTION DURING

DATE INSPECTED: _____

NOTES (ATTACH PHOTOS WHERE POSSIBLE):

_____

_____

HAUL ROUTE INSPECTION AFTER

DATE INSPECTED: _____

NOTES (ATTACH PHOTOS WHERE POSSIBLE):

_____

_____

TOWNSHIP OF WAINFLEET

Site Alteration By-law Application & Permit

SITE ALTERATION PERMIT

PERMIT NUMBER: _____ PERMIT DATE: _____

RENEWAL DATE: _____ EXPIRY DATE: _____

MUNICIPAL ADDRESS:

LOT NO.: PLAN NO.:

ROLL NO.: CURRENT ZONING:

LAND OWNER (check one)

PERSON: COMPANY:

REGISTERED LAND OWNER(S) (Please Print)

SURNAME FIRST NAME INITIAL

TELEPHONE NO. CELL FAX

EMAIL

APPLICATION FEE _____

RENEWAL/EXTENSION FEE _____

HAUL ROUTE INSPECTION FEE _____

OTHER FEES _____

TOTAL FEES _____

SECURITY ☐☐ CASH DEPOSIT _____

☐☐ LETTER OF CREDIT _____

NATURE OF APPROVAL

The Owner has applied for a Site Alteration Permit pursuant to the provisions of the Township of Wainfleet's Site Alteration By-law.

The Site Alteration Permit is valid for a twelve (12) month period from the date of issuance, but shall expire after three (3) months from the date of issue if no work has commenced by that date.

Pursuant to the Site Alteration By-law, the Owner hereby acknowledges that the sole responsibility for the completion of the work undertaken as part of this application including compliance with any conditions rests entirely with the Owner.

The Owner certified that it has read and understands the Site Alteration By-law and all Schedules and it agrees to abide fully by all terms and conditions set out therein; that it has not and will not receive any remuneration or compensation of any kind for the removal, placing or dumping of fill on its lands; and any and all Fill used in completing the Site Alteration contains no contaminants within the meaning of the *Environmental Protection Act,* R.S.O. 1990, c. E.19

The Owner releases and agrees to indemnify and save completely harmless the Township, its elected officials and its employees, representatives, agents and contractors, from and against all claims, demands, damages, causes of action, costs, expenses and any other liabilities of any nature or which may arise, directly or indirectly, from the Site Alteration on the land, including the presence of any fill that is determined to contain contaminants within the meaning of the *Environmental Protection Act.*

The Owner also agrees that it will be entirely responsible for all costs related to all works pertaining to the Site Alteration of the lands.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

TOWNSHIP OF WAINFLEET APPROVAL

Signature: _____ Date: _____

Personal information contained on this form is collected and will be used for the purpose of administrating the Site Alteration application process. Questions about this collection should be directed to the Township Clerk.

Schedule “B”

PERMIT FEES AND SECURITIES

A. Fees

Description	Fee
1) Permit application fee to be applied where the fill being removed or placed exceeds the following limits per lot size: • hectares or less / maximum of 10 m^3 • to 0.2 hectares / maximum of 50 m^3 • to 0.5 hectares / maximum of 100 m^3 • 0.5 hectares or larger / maximum of 500 m^3 • > 500 m^3 but less than 1000 m^3	$500
2) Renewal/extension fee to be applied when a permit has been issued under Paragraph (1) and subsequently, the amount of material has exceeded the allowable limits.	$250
3) Permit application fee to be applied where the fill being removed or placed is greater than 1000 cubic metres.	$1,000
4) Fee to be applied when a renewal/extension is granted two (2) months prior to the expiration of the permit issued under Paragraph (3).	$500
5) A renewal/extension occurring after expiration of, or within the two (2) months prior to the expiration of, the permit issued under Paragraph (3) is considered a new application and subject to new application fees.	New application fee
6) Engineering or zoning review or other changes after permit has been issued under Paragraph (3).	$1,000
7) Haul Route inspection (prior to, during and after issuance of a permit.	$100 (each inspection)
8) Fees to be applied for any permit application which has been made post-commencement of activities.	150% of applicable fees
9) Fee to be applied to cover a site investigation in relation to a site alteration violation. This fee shall be applied in any situation where work or activities have been undertaken for which a Permit is required but not obtained. This fee is in addition to all other fees, charges and securities applicable under this By-law.	100% of applicable application fee (each occurrence)

B. Security

Description

1) Permits issued under Paragraphs (3) and (5) of Section A above, will be subject to Security, which will be used to ensure fulfilment of the terms of the Permit and to secure the cost of repairing damage to municipal property as a result of the work. The amount of the Security will be established at the discretion of the Manager of Operations but shall not be less than $1,000.00.

2) If the amount of the Security is less than $50,000, only a cash deposit will be accepted.

3) If the amount of the Security is $50,000 or more, the Security shall be in the form of an irrevocable letter of credit to the satisfaction of the Township.

Schedule “C”

SITE ALTERATION AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20___

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
(the “Township”)

OF THE FIRST PART

- and –

(the “Owner”)

OF THE SECOND PART

WHEREAS the Owner is the registered Owner of the property municipally known as _____
in the Township of Wainfleet, Ontario and described in Appendix “1” attached hereto (the “Site”) in this Agreement.

AND WHEREAS section 142 of the *Municipal Act, 2001* (the "Act") authorizes a municipality to pass a by-law prohibiting or regulating the removal, placing or Dumping of Fill, the removal of Topsoil, the alteration of the grade of land; requiring a Permit to take any such actions; and requiring the restoration and rehabilitation of the lands in the event of contravention of the by-law;

AND WHEREAS section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act, including the capacity to contract;

AND WHEREAS sections, 9, 10, 11 and 391 of the Act authorize a municipality to impose fees or charges on persons, for services or activities provided or done by or on behalf of it or for the use of its property, including property under its control and add fees and charges imposed by the municipality to the tax roll for the following property in the local municipality and collect them in the same manner as municipal taxes;

AND WHEREAS subsection 434.1(1) of the Act authorizes a municipality to impose an administrative penalty if the municipality is satisfied that a person has failed to comply with a by-law of the municipality passed under the Act;

AND WHEREAS the Owner intends to alter the grade of the Site in accordance with the Site Alteration By-law No. (the “By-law”) and has applied for a permit pursuant to the By-law (the “Permit”);

AND WHEREAS the Owner intends to use the Township’s public highways (the “Road") for the ingress and egress for the purposes of bringing Fill out of or onto the Site pursuant to the By-law;

AND WHEREAS all capitalized terms herein have the same meaning as in the By-law unless otherwise defined herein;

NOW THEREFORE in consideration of the application for the Permit and after review of the application and of the covenants hereinafter set forth the parties hereto mutually covenant and agree as follows:

1 SITE ALTERATION OF PROPERTY

1.1 The Owner agrees that, within twelve (12) months from the date of issuance of the Permit, all removal or Dumping of Fill from or onto the Site and any restoration required, shall be completed in accordance with the By-law and the Site Plan as previously approved.

1.2 It is the responsibility of the Owner:

A. To obtain the approval of the Manager to obtain a Permit in accordance with the By-law and comply with all the terms and conditions of the Bylaw, the Permit an any conditions thereof; and

B. To request that the Township carry out a prior, during and final inspection of the Haul Routes and to obtain the approval of the Director that the Bylaw and the terms and condition of the Permit have been complied with.

1.3 The Owner agrees that the works described in Section 1.1 and 1.2 above will be completed on or before _____, 20 _____

1.4 The Owner acknowledges and agrees that the Township has no control over and is not responsible or liable for any adverse effects or damage resulting from any of the following on the Site or any neighboring property to the Site or any other property as a result of the Permit:

A. Soil erosion;

B. Blockage of a watercourse;

C. Siltation in a watercourse;

D. Pollution of a watercourse;

E. Flooding or ponding on adjacent lands;

F. Flooding or ponding caused by a watercourse overflowing its banks;

G. A detrimental effect on any trees;

H. Detrimental effect on matters of inherent biological sensitivity such as aquifer recharge, water quality, unusual plants or wildlife and overwintering habitats;

I. Injury or destruction of municipal trees.

1.5 The Owner acknowledges, accepts and agrees that, the Owner is responsible for any and all damage(s) to the Road(s) resulting from the ingress and egress of vehicles involved in the removal or Dumping of Fill respecting the Site Alteration.

2 SITE ALTERATION PERMIT

2.1 The Owner acknowledges and agrees that no Permit will be issued by the Township:

A. Until an executed copy of this Agreement has been delivered to the Township; and

B. The Owner has paid all required fees and deposited the Security; or

C. If the Owner is in default of the By-law or any other applicable law.

3 SECURITY

3.1 The Owner shall deposit with the Township at the time of execution of this Agreement, a Security in the amount of $_____ by way of a cash deposit or letter of credit for:

A. All damages to Road(s) caused or resulting from the ingress or egress to the site to which the Owner has been issued a Permit; and

B. Performance of any other provision required by the By-law, the Permit or this Agreement (collectively, the “Obligations”).

3.2 In the event that the amount of Obligations results in repairs or costs beyond the Security posted in Section 3.1, the Owner agrees and accepts that the Township will impose a fee for and equal to, the repair or costs and will:

A. Hold the Owner responsible and liable for all the costs to repair the Road(s).

B. Assign the repairs for the Road(s) damage to the contractor in accordance with the Township' Procurement Policy to the discretion of the Manager of Operations and,

C. The cost of the Road(s) damage repairs will become a fee imposed by the Township and such fee, will be added to the tax roll of property and collected in the same manner as municipal taxes.

3.3 In the event of default, the Owner agrees and consents to permit forces hired by the Township to enter upon the Site and undertake the works to be done under this Site Alteration Agreement, unencumbered and without restriction in any manner.

4 RELEASE OF SECURITY

4.1 When the Obligations set our in this Agreement have been completely fulfilled, including receipt, satisfactory to the Director that the provisions of this Agreement has been fully complied with, the Security or the balance of the Security shall be released.

5 MUNICIPAL FREEDOM OF INFORMATION

5.1 The Owner acknowledges that this Agreement and any information or documents related to it to the Township may be disclosed pursuant to the provision of the Municipal Freedom of Information and Protection of Privacy Act. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Agreement or any related information or document.

6 ASSUMPTION OF AGREEMENT

6.1 If the Owner transfers or conveys all or any portion of the Site, it shall obtain an executed assumption agreement from the purchaser that is satisfactory to the Township that agrees to assume all covenants and conditions set forth in this Agreement as if the purchaser were the Owner.

7 AGREEMENT TO BE READ IN CONJUNCTION WITH PERMIT

7.1 This Agreement is to be read, interpreted and applies in conjunction with any Permit issued to the Owner and any conditions applicable thereto.

IN WITNESS WHEREOF the parties hereto have duly set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

_____
MAYOR

_____
TOWNSHIP CLERK

(NAME OF OWNER)

_____

Name:
Title:

_____

Name:
Title:

I/We have authority to bind the corporation.

SITE ALTERATION AGREEMENT

(Description of Site)

MUNICIPAL ADDRESS: _____

LOT NO.: _____ PLAN NO.: _____

REGISTERED LAND OWNER(S):

_____

NAME SIGNATURE DATE

_____

NAME SIGNATURE DATE

WITNESS:

_____

NAME SIGNATURE DATE

_____

NAME SIGNATURE DATE

8 “APPENDIX 1”

8.1 PROPERTY SUBJECT TO PERMIT

TO: (INSERT OWNERS NAME)
(ADDRESS)
(TOWNSHIP), ONTARIO
(POSTAL CODE)

PROPERTY: Roll Number _____

Address: _____

Legal Description _____

(Picture of Property from GIS System)

PROPERTY INFORMATION OF SITE

MUNICIPAL ADDRESS:

LOT NO.: PLAN NO.:

ROLL NO: CURRENT ZONING:

LAND OWNER (check one)

PERSON: COMPANY:

REGISTERED LAND OWNER(S)

SURNAME FIRST NAME INITIAL

TELEPHONE CELL FAX

EMAIL

QUESTIONS

1. Are you:
   a) Registered as a farming business? YES / NO
   b) A tenant farmer of the Site in question? YES / NO
   c) In good standing under the Farm Registration *and Farms Organization Funding Act, 1993?* YES / NO

2. Do you:
   a) Propose to remove fill from the Site? YES / NO
   b) Propose to add fill to the Site? YES / NO
   c) Propose to alter the grading of the Site? YES / NO
   d) Propose to remove soils from the Site? YES / NO

3. Description of Proposed Work

Remove	Place	SIZE OF LOT/CUBIC METRES OF FILL PER YEAR
		0.1 hectares or less/maximum of 10m^3
		> 0.1 to 0.2 hectares/maximum of 50 m^3
		> 0.2 to 0.5 hectares / maximum of 100 m^3
		>0.5 to hectares or larger/maximum of 500 m^3
		>500 m^3 to 1000 m^3
		1000 m^3 or greater
		Other

4. Do you propose to construct retaining wall(s) YES / NO

5. Please describe nature of proposed works (attach sketch or plan to illustrate):

_____

_____

_____

6. Is there:

a) A registered flood and/or fill line on the Site? YES / NO
b) An environmentally sensitive area (ESA) on this Site? YES / NO

7. Have or will you receive any remuneration or compensation for the removal of Fill from or Dumping of Fill on the Site? YES / NO

The undersigned certifies to the Township that any and all Fill removed or used in completing the Site Alteration contains no contaminants within the meaning of the *Environmental Protection Act*, R.S.O. 1990, c.E.19. The undersigned hereby releases and agrees to indemnify and save completely harmless the Township, its elected officials and its employees, representatives, agents and contractors, from and against all claims, demands, damages, causes of action, costs, expenses and other liabilities of any nature, which may arise, directly or indirectly from the Site Alteration, including the presence of Fill that is determined to contain contaminants.

The undersigned also agrees that the total costs of all works will be entirely the responsibility of the Owner.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Personal information contained on this form is collected and will be used for the purpose of administrating the Site Alteration application process. Questions about this collection should be directed to the Township Clerk.

FOR OFFICE USE ONLY

1. Based on the information provided by this form, do the works require a Site Alteration Application and Permit? Yes / No

If yes, a Site Alteration Application must be submitted (Schedule “A).

If no, the works are exempt from the requirement to obtain a Site Alteration Permit.

PUBLIC WORKS STAFF REPORT **PWSR-010/2021**

TO: Mayor Gibson & Members of Council

FROM: Richard Nan, Manager of Operations

DATE OF MEETING: May 11, 2021

SUBJECT: **Award of RFQ for Town Hall Roof Replacement**

RECOMMENDATION(S):

THAT Public Works Staff Report PWSR-010/2021 respecting Award for the replacement of the Town Hall/ Council Chambers Roof be received; and

THAT Council direct staff to prepare a second RFQ package to seek alternate style roofing that can include rubberized roofing that provides a 50 year warranty. (recommended)

EXECUTIVE SUMMARY:

During the 2021 budget deliberations, council approved the project which includes the replacement of the Town Hall and Council Chambers Roof.

The existing roof was constructed in 2005 and had received a couple of minor repairs due to water infiltration in 2020. Staff have successfully stopped existing water leaks but have identified several areas of concern on the remaining roof cedar shingles.

Staff prepared a request for quotation and notified various metal roofing contractors in southern Ontario to the opportunity that was available for bid on our website.

BACKGROUND:

Staff have identified several deficiencies over the past couple of years with the existing roofing installed on the Town Hall and Council Chambers. Several repairs to interior drywall and flooring have taken place over the last year to minimize any further damage caused by water infiltration from the roof.

Staff reviewed several options for the repair or replacement of the roof and felt that a complete replacement and waterproofing would provide the longevity to extend the life of the building envelope. Several modifications have taken place over the past several years to the interior office configurations and staff feel that it is the townships best interest to protect our asset from any further potential damage caused by the roof leaking in future.

Staff prepared a request for quotation in accordance with the townships procurement policy for qualified companies to provide a bid for the waterproofing and roof replacement. Staff notified 10 commercial roofing contractors in an attempt to secure to secure bids.

Staff are also pleased to say that a $100,000 grant was obtained to assist with financing the replacement project.

During the Tender Opening held on May 5th we only received a single bidder.

Stolk Construction Limited: $221,435.00

In consulting with the bidder, the price of construction materials have drastically increased since the fall of last year. Additionally the requirement placed in the tender for bonding and a one year hold back discourages companies from bidding projects.

Staff spent time researching alternatives to try and produce some additional savings without compromising the longevity and found a product that has been on the market for over 20 years and will provide the 50 year warranty at a considerable savings. The product is manufactured in Calgary Alberta and is a rubberized shingle made from 95% recycled tires. It has a locking groove to protect against 150 m/hr winds and will withstand hail damage. During the investigation we found that various companies in including: Peller estates, Parkview Meadows Christian Retirement Village, White Water Walk - Niagara Parks Commission.

OPTIONS/DISCUSSION:

1) Direct the Manager of Operations to engage the services of Stolk Construction Limited to complete the replacement of the Town Hall/ Council Chambers Roof and to fund the shortfall in the budgeted amount from reserves..

2) Direct staff to prepare a second RFQ package to seek alternate style roofing that can include rubberized roofing that provides a 50 year warranty. (recommended)

FINANCIAL CONSIDERATIONS:

During the 2021 budget deliberations, Council approved $167,050 for the completion of the roof replacement. Due to the unanticipated increase in costs of the project, additional cost would have to be covered by the Townships reserve funds.

Staff are recommending that council direct staff to prepare a second RFQ package to seek alternate style roofing that can include rubberized roofing that provides a 50 year warranty.

OTHERS CONSULTED:

1) Strategic Leadership Team

ATTACHMENTS:

1) none

Respectfully submitted by,

Richard Nan
Manager of Operations

Approved by,

William J. Kolasa
Chief Administrative Officer

Received April 1, 2021
C-115-2021

Administration
Office of the Regional Clerk
1815 Sir Isaac Brock Way, PO Box 1042, Thorold, ON L2V 4T7
Telephone: 905-685-4225 Toll-free: 1-800-263-7215 Fax: 905-687-4977
www.niagararegion.ca

April 1, 2021

CL 5-2021, March 25, 2021
PEDC 3-2021, March 10, 2021
PDS 16-2021, March 10, 2021

William Kolasa,
Chief Administrative Officer/Clerk
Township of Wainfleet
31940 Highway 3
Wainfleet, ON, L0S 1V0

SENT ELECTRONICALLY

RE: Lakewood Beach Development - Municipal Responsibility Agreement for On-Site Water & Wastewater Communal Systems

Regional Council, at its meeting held on March 25, 2021, approved the following recommendation of its Planning and Economic Development Committee:

> That Report PDS 16-2021, dated March 10, 2021, respecting Lakewood Beach Development – Municipal Responsibility Agreement for On-Site Water & Wastewater Communal Systems, **BE RECEIVED** and **BE CIRCULATED** to the Township of Wainfleet.

A copy of Report PDS 16-2021 is attached for your reference.

Yours truly,

Ann-Marie Norio
Regional Clerk

CLK-C 2021-50

Distribution List: P. Lambert, Director, Infrastructure Planning & Development Engineering
D. Giles, Acting Commissioner, Planning and Development Services
N. Oakes, Executive Assistant to the Acting Commissioner of Planning and Development Services

Subject: Lakewood Beach Development - Municipal Responsibility Agreement for On-Site Water & Wastewater Communal Systems

Report to: Planning and Economic Development Committee

Report date: Wednesday, March 10, 2021

Recommendations

1. That Report PDS 16-2021 **BE RECEIVED** for information; and

2. That Report PDS 16-2021 **BE CIRCULATED** to the Township of Wainfleet.

Key Facts

- The purpose of this report is to inform Council of the Municipal Responsibility Agreement (MRA) with the Township of Wainfleet and Lakewood Beach Properties Ltd. for the on-site water and wastewater communal system for the Lakewood Beach Development in the Township of Wainfleet which has been prepared through consultation between staff in Planning, Legal Services, Finance and Public Works to the satisfaction of the CAO, Commissioner of Public Works and Director of Legal and Court Services and is now ready for execution.
- Regional staff have been working on the MRA collaboratively with the Lakewood Beach Development group and the Township of Wainfleet since 2018 and it was finalized in Q4 2020 to the satisfaction of staff at the Region and the Township of Wainfleet.
- The Lakewood Beach Development is a residential condominium development consisting of 41 single detached units on approximately 14 hectares of land located at 11705 Lakeshore Road in the Township of Wainfleet.
- The on-site communal water and wastewater system was determined to be the required servicing solution in the Planning process and in an Environmental Assessment in 2015/2016 with the Ministry of Environment, Conservation and Parks requiring the Niagara Region enter into a MRA with the applicant (Lakewood Beach Properties Ltd.).
- Planning requirements for this development have been subject of planning applications and approvals since 2007/2008 and it is anticipated that final approval of the Condominium Agreement with the Township of Wainfleet will take place in early 2021 with construction targeted for later in 2021.

- Staff are relying on the authority to sign the MRA based on Section 8 of Schedule "A" to Execution of Documents By-law as the MRA is a condition of approval under the Planning Act for the Lakewood Beach Development.

Financial Considerations

The MRA requires that a Capital Reserve for the on-site communal water and wastewater system be established as well as an Operation & Maintenance (O&M) Reserve to be managed by a qualified Trustee and funded by a condominium corporation, once created and by its members. Regional staff have been working with the Trustee and the Lakewood Beach group to ensure that the appropriate level of understanding of the Trustee's role and responsibilities are clear in the MRA. The Capital and O&M Reserves provide a funding source if the MECP were to order the Niagara Region to ensure operation of the water and wastewater (W&WW) services for this development in the event that the condominium corporation failed to maintain the system to the standards required by the MECP.

The reserves will be established initially with funding from the owner and then will be the responsibility of the condominium corporation when formed to maintain the required balances through recovery of fees from the property owners. The amounts required for the Capital Reserve are based on an independent engineering study that provided for a minimum balance as well as the replacement of the system at the end of life cycle. Reserve reporting will be provided to the Region annually by the Trustee with an option to engage an independent auditor at the owners' expense should any further analysis or verification of compliance be required.

Niagara Region would access these funds through the Trustee to ensure operating services were provided to this development if required by the MECP until an alternative method of recovering from owner/condominium corporation/property owners is established. Furthermore, Niagara Region/Wainfleet has the ability to directly charge the owner/condo corporation for costs related to the operation and maintenance of the water and wastewater system in the unlikely event of default whereby the MECP orders the Niagara Region to operate these systems.

Security in the form of a letter of credit for the full cost of the on-site water and wastewater communal system are required to be provided to the Region prior to construction and will be released upon completion of the project to the satisfaction of the Region and MECP in accordance with the agreement. The MRA allows the Region to retain an Independent Engineer to inspect the onsite Water and Wastewater system

and to review any reporting and submissions for the life of the system with the cost paid for by the owner.

Analysis

The purpose of this report is to inform Council of the Municipal Responsibility Agreement (MRA) with Lakewood Beach Properties Ltd. and the Township of Wainfleet for the on-site water and wastewater communal system for the Lakewood Beach Development which has been prepared through consultation between staff in Planning, Legal Services, Finance and Public Works to the satisfaction of the CAO, Commissioner of Public Works and Director of Legal and Court Services and is now ready for execution.

The Lakewood Beach Development has had a long planning process with various planning applications and approvals since 2007/2008 with receiving approval of the Draft Plan of Condominium in July 2017. The extensive planning process provides a number of opportunities for public awareness and comment. The final registration and condo agreement for this development is almost complete and will be recommended to the Township of Wainfleet Council for approval in early 2021. Township staff have been informed about this report.

In June 2009, Report PWA 58-2009 was approved by Regional Council to permit a communal private sanitary servicing system for the Lakewood Beach Development as part of an Official Plan Amendment. The recommended and approved policies considered that *"in the event that the Ministry of Environment requires the Region to be included in an assumption agreement with the Condominium Corporation for these systems, the condition of the assumption agreement shall be to the satisfaction of the Region, and the Township of Wainfleet shall be responsible for full cost recovery for the communal water and sewer services."*.

The Wainfleet Official Plan has a site specific section for this development:

3.*3.3.12 Notwithstanding any other policies to the contrary, on lands located in part of lots 16 and 17, Concession 1, a residential development on approximately 10.3 hectares of land shall be:*

a) Permitted to a maximum of 41 units; and

b) Permitted through a plan of condominium on sustainable private services subject to the following servicing requirements:

i) The Condominium Corporation shall be responsible for the operation, maintenance and costs associated with the sustainable private services with adequate provision for replacement of these systems in the future;

ii) In the event that the Ministry of the Environment requires the Region to be included in an assumption agreement with the Condominium Corporation for these systems, the conditions of the assumption agreement shall be to the satisfaction of the Region, and the Township of Wainfleet shall be responsible for full cost recovery for communal water and sewer services;

Subsequently for the Draft Plan of Condominium for Lakewood Beach Development, a specific Regional draft plan condition was identified:

"34. That the owner enters into a Municipal Responsibility Agreement with the Regional Municipality of Niagara to address potential future requirements for the servicing of the site. This agreement needs to be reviewed and approved by the Region of Niagara prior to registration of development."

The MRA with the Niagara Region and Lakewood Beach Properties Ltd. includes the Township of Wainfleet as a party to the agreement. Wainfleet has been involved in the drafting of the MRA for their review and comment as well as ensuring compliance with the planning conditions for this development. As identified in the MRA, Wainfleet has agreed to the responsibility of billing property owners for the system operating and capital costs in the event that the Region was required to operate the system as well as addressing any outstanding balance through property tax arrears. The MRA will be registered on title and included in every purchase and sale agreement.

In September 2018, Report PDS 32-2018 was received by Regional Council to provide the background and update of the MRA in anticipation of finalizing the MRA to the satisfaction of the Commissioner of Public Works and Director of Legal and Court Services. The process was delayed primarily due to difficulties initially faced by the developer in obtaining a Trustee with the initially described requirements in the MRA and when a Trustee satisfactory to Niagara Region was identified, ongoing discussions were necessary to finalize the Trustee Agreement which was to form part of the MRA.

On-site Communal Water and Wastewater Systems

The communal on-site wastewater system consists of an extensive treatment system with gravity sewers and a sewage pumping station for the 41 units which has been reviewed and approved by the MECP pursuant to the provisions of the *Environmental Protection Act, R.S.O. 1990, c. E. 19* and the *Ontario Water Resources Act, R.S.O. 1990, c. 0.40*. A formal Environmental Compliance Approval with governing conditions and reporting requirements (Approval No. 0581-BQHNVC) for the onsite wastewater system was approved on July 21, 2020.

The communal on-site water system consists of water distribution mains to the 41 units as well as storage tanks with a chlorination booster system. Additionally, Wainfleet has reached an agreement with the proponent to include Fire Cisterns along Lakeshore Road with this water system to enhance fire protection to the overall community. This water system will be fed by the Long Beach Private Water System which is governed by the *Safe Water Drinking Act* and the MECP. The on-site water system for the condominium is considered “plumbing” under the Ontario Building Code and doesn’t require a formal approval from the MECP; however, a third party engineering review paid for by the proponent for this water system was completed for due diligence on behalf of both Wainfleet and the Niagara Region.

Clearford has designed the communal on-site water and wastewater systems and has extensive experience with these systems in Ontario and internationally. The proponent will have Clearford provide operation and maintenance (O&M) for these systems for the next 5 to 10 years. The future condominium corporation will be required to have a firm like Clearford provide O&M on an on-going basis with formal contracts.

The general site plan showing the locations of the on-site communal water and wastewater system are provided in Appendix 1.

Over the last 3 years, the MRA has been finalized through discussions, correspondence and meetings between Niagara Region Director level staff in finance and planning and legal counsel and the Developer’s legal and consulting team. The CAO, Commissioner of Public Works and Director of Legal and Court Services are satisfied with the final agreement.

By-law No. 09-2016, being a By-law to Govern the Execution of Documents and to Delegate Certain Administrative Powers and Duties to Staff, Schedule A, Section 8, provides authority for the CAO and Commissioner to sign this MRA on behalf of the Niagara Region. Section 8 identifies agreements imposed or required in satisfaction of

any condition of approval under the Planning Act in connection with the development of land including, without limitation, subdivisions, site plans and rezonings where the Regional Corporation is not the applicant, and Releases and Acknowledgments of Compliance pursuant to any such agreements. The requirement for the Niagara Region to enter the MRA with the applicant was identified as part of the Planning process and a condition of approval, and has been finalized to the satisfaction of the Niagara Region. This is the first MRA approved by Niagara Region and as such the first document of this specific type to be approved pursuant to Section 8 of Schedule “A” to the Execution By-law. Recognizing that this was a first time MRA combined with the fact prior reporting had been limited to previous Councils, staff considered it prudent to make Council aware of the project.

Alternatives Reviewed

No alternatives were reviewed as Regional Council provided approval from a planning perspective of the concept of a development requiring an MRA in June 2009. Over the last number of years, substantial effort and review by all parties have gone into finalizing the MRA which is one of the final steps prior to commencement of this development project.

Relationship to Council Strategic Priorities

This report supports Council’s Strategic Priority for Responsible Growth and Infrastructure Planning.

Other Pertinent Reports

- ***PWA 58-2009*** – June 15, 2009 – Official Plan Amendment 18, To Permit a Communal Private Sanitary Servicing System, Lakewood Beach Properties Ltd., Wainfleet
- ***PDS 32-2018*** – September 5, 2018 – Lakewood Beach Development – Municipal Responsibility Agreement for On-Site Water & Wastewater Communal System

Prepared by:
Phill Lambert, P. Eng.
Director, Infrastructure Planning & Development Engineering
Planning & Development Services

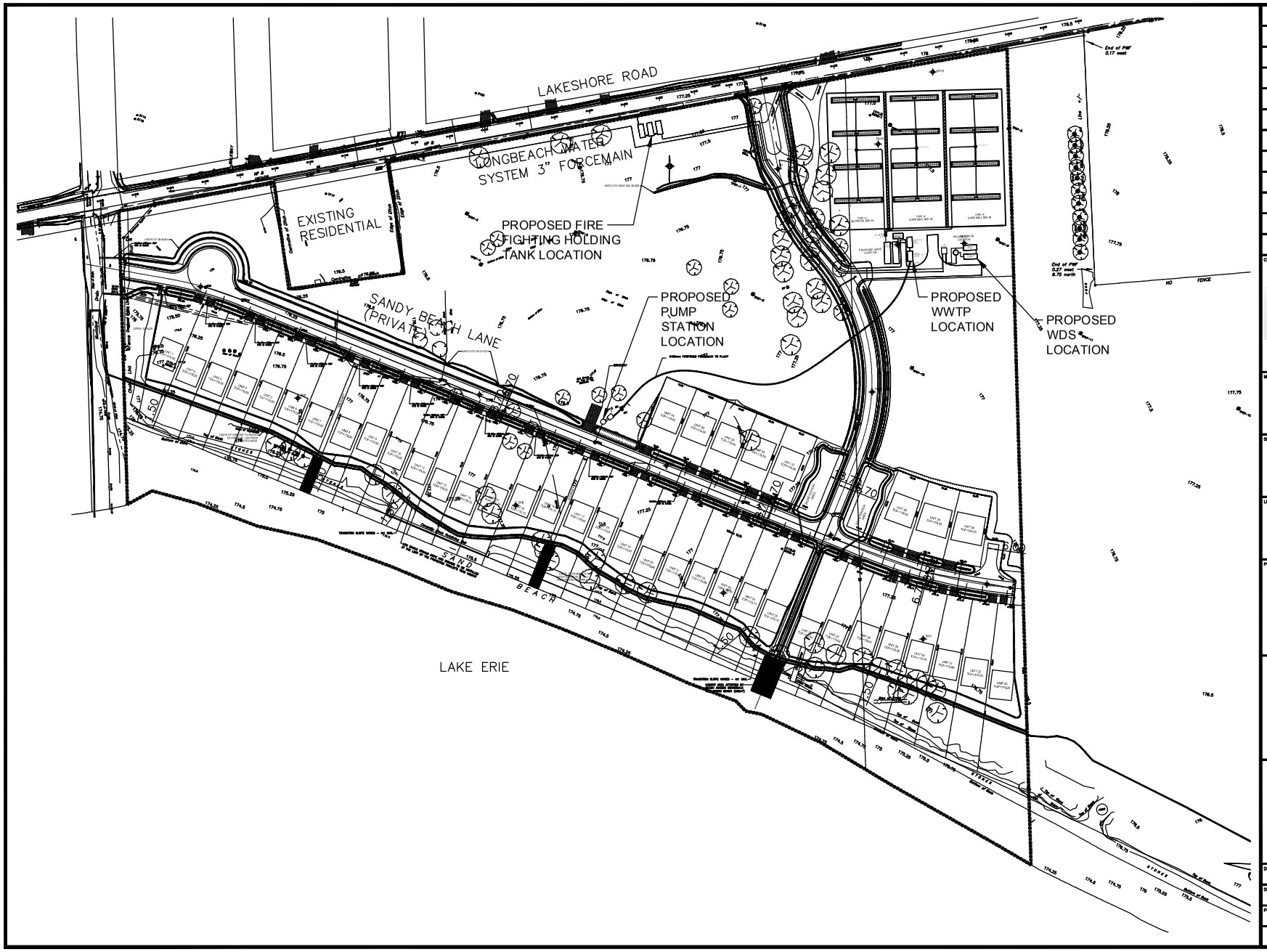
Recommended by:
Doug Giles, MES, BUP
Acting Commissioner
Planning & Development Services

Submitted by:
Ron Tripp, P.Eng.
Acting Chief Administrative Officer

This report was prepared in consultation with Sterling Wood, Legal Counsel, Legal & Court Services, Helen Chamberlain, Director, Financial Management & Planning/Deputy Treasurer, Corporate Services, Bruce Zvaniga, Commissioner of Public Works, and reviewed by Doug Giles, Acting Commissioner, Planning & Development Services.

Appendices

Appendix 1 General Site Plan



No.	DESCRIPTION	BY	DD/MM/YYYY	APP.
0	FIRST ISSUE	TA	26/10/2018	KH
1	GENERAL REVISIONS	PF	24/02/2020	

CLIENT

LAKEWOOD BEACH

MUNICIPALITY

NIAGARA REGION

SHEET TITLE

GENERAL SITE PLAN

LOCATION

10 CANAL ST.
PORT DALHOUSIE, ONTARIO
L2N 4S6

PROJECT TITLE

LAKEWOOD BEACH
WATER DISTRIBUTION
SYSTEM

[redacted]

566 ARVIN AVENUE,
STONEY CREEK, ON L8E 5P1
PHONE: (905) 643-1176

DESIGNED BY	DRAWN BY	CHECKED BY
	TA	KH

SCALE	DATE
N.T.S.	OCT. 26, 2018

PROJECT No.	DWG. No.	REV.
EN19-008	S01	01

PORT COLBORNE
Corporate Services Department
Clerk's Division

Municipal Offices: 66 Charlotte Street
Port Colborne, Ontario L3K 3C8 · www.portcolborne.ca

T 905.835.2900 ext 106 F 905.834.5746
E amber.lapointe@portcolborne.ca

Received April 26, 2021
C-135-2021

April 26, 2021

Honourable Patty Hajdu
Federal Minister of Health
705 Red River Road, Suite 3
Thunder Bay, ON P7B 1J3

Sent via E-mail: Patty.Hajdu@parl.gc.ca

Dear Honourable Minister:

Re: Resolution – Cannabis Licensing and Enforcement

Please be advised that, at its meeting of April 12, 2021, the Council of The Corporation of the City of Port Colborne resolved as follows:

> That correspondence from the Township of Brock regarding Cannabis Licensing and Enforcement, be supported.

A copy of the above noted resolution is enclosed for your reference. Your favourable consideration of this request is respectfully requested.

Sincerely,

Amber LaPointe
City Clerk

ec: Health Canada
Honourable Christine Elliott, Minister of Health
Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
Honourable Marie-Claude Bibeau, Minister of Agriculture and Agri-Food
Vance Badawey, MP Niagara Centre
Jeff Burch, MPP Niagara Centre
Board Members, Niagara Police Services Board
Association of Municipalities of Ontario (AMO)
Ontario Municipalities

The Corporation of
The Township of Brock
1 Cameron St. E., P.O. Box 10
Cannington, ON L0E 1E0
705-432-2355

March 2, 2021

The Honourable Patty Hajdu
Minister of Health Canada
Via email: Patty.Hajdu@parl.gc.ca

Health Canada
Ottawa, Ontario
via email: hcinfo.infosc@canada.ca

Dear Honourable Madam:

Re: Cannabis Licencing and Enforcement

Please be advised that the Council of the Township of Brock, at their meeting held on February 22, 2021 adopted the following resolution:

Resolution Number 22-2

MOVED by **Michael Jubb** and SECONDED by **Cria Pettingill**

WHEREAS the Government of Canada introduced Bill C-45 (the Cannabis Act) to create the foundation for a comprehensive national framework to provide restricted access to regulated cannabis, and to control its production, distribution, sale, importation, exportation, and possession;

WHEREAS the police have not been given lawful authority to lay charges under the Cannabis Act to appropriately respond to violations of Health Canada Registrations and Licenses;

WHEREAS there is no direct communication or dedicated effort to provide a communication channel between Municipal government staff or Police Agencies for dealing with Health Canada Registrations and Licenses;

WHEREAS the Township of Brock has not been consulted by Health Canada prior to the issuance of licenses for properties not in compliance with municipal zoning by-laws;the future;

BE IT RESOLVED THAT the Township of Brock requests that Health Canada:

1. Require Federal Licenses and Registrations for Designated Growers to conform with local zoning and control by-laws;

2. Ensure local authorities are provided with notification of any licence issuance, amendment, suspension, reinstatement or revocation within their region;

3. Provide dedicated communication with local governments and Police services;

4. Provide lawful authority to Police agencies to lay charges when registered or licences operations grow in excess of their registration or licence through Health Canada; and,

5. Provide enforcement support and guidance to local municipalities for dealing with land use complaints relating to Cannabis.

AND FURTHER BE IT RESOLVED THAT the Township of Brock will forward this motion by email to the following partners: All municipalities in Ontario; the MP and MPP of Haliburton–Kawartha Lakes–Brock; the Minister of Agriculture, Food and Rural Affairs; the Minister of Agriculture and Agri-Food; and the Durham Region Police Services with the request that the Federal government enact legislation to better support local governments with land use management and enforcement issues as they relate to Cannabis Production and Processing.

MOTION CARRIED

Thank you for your consideration. Should you have any questions please do not hesitate to contact the undersigned.

Yours truly,

THE TOWNSHIP OF BROCK

Becky Jamieson

Becky Jamieson
Municipal Clerk

BJ:dh

cc. The Honourable Christine Elliott, Minister of Health, Ontario – christine.elliott@ontario.ca
The Honourable Laurie Scott, MPP, Haliburton-Kawartha Lakes-Brock - laurie.scottco@pc.ola.org
Jamie Schmale, MP, Haliburton-Kawartha Lakes-Brock - Jamie.schmale@parl.gc.ca
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs – minister.omafra@ontario.ca
The Honourable Marie-Claude Bibeau, Minister of Agriculture and Agri-Food - Marie-Claude.Bibeau@parl.gc.ca
Inspector Ryan Connolly, DRPS - northdivision@drps.ca
Ontario municipalities

City of Welland
Corporate Services
Office of the City Clerk
60 East Main Street, Welland, ON L3B 3X4
Phone: 905-735-1700 Ext. 2159 | **Fax:** 905-732-1919
Email: clerk@welland.ca | www.welland.ca

Received April 27, 2021
C-136-2021

April 26, 2021

File No. 13-50

SENT VIA EMAIL

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

Attention: Ms. Holly Willsord, Town Clerk

City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8

Attention: Ms. Amber LaPoint, City Clerk

Township of Wainfleet
P.O. Box 400
31940 Highway #3
Wainfleet, ON L0S 1V0

Attention: Mr. William Kolasa, Town Clerk

Re: April 20, 2021 – WELLAND CITY COUNCIL

At its meeting of April 20, 2021, Welland City Council passed the following motion:

> **"THAT THE COUNCIL OF THE CITY OF WELLAND rescinds the approved motion of council regarding the uptake of governance for the transfer and operating authority of the NCDRA and NDA to the Niagara Region; and**
> **THAT Welland City Council approves retaining the governance and ownership NCDRA; and**
> **THAT a copy of this resolution be forwarded to the Town of Pelham, City of Port Colborne and Town of Wainfleet for consideration and support, and further**

RE: April 21, 2020 – Welland City Council

April 26, 2021

THAT a copy of this resolution be forwarded to the Niagara Region and Niagara Region Municipalities for support."

Yours truly,

Tara Stephens
City Clerk

TS:cap

c.c.: - Ann-Marie Norio, Regional Clerk, sent via email
- Local Area Municipal Clerks, sent via email

Received April 30, 2021
C-146-2021

NIAGARA PENINSULA CONSERVATION AUTHORITY

Office of the Chief Administrative Officer
Secretary-Treasurer

250 Thorold Road West, 3rd Floor, Welland ON L3C 3W2
Telephone (905) 788-3135 x 251 I Facsimile (905) 788-1121
csharma@npca.cal www.npca.ca

April 30th, 2021

Chief Administrative Officers
NPCA Member Municipality

RE: NrCan Growing Canada's Forests 2 Billion Trees Funding Initiative - Request for Information

Dear Partners Municipality CAOs:

Thank you for your valuable time in joining the Niagara Peninsula Conservation Authority (NPCA) briefing meeting hosted on Friday April 23rd, 2021 regarding the above initiative. We truly want to communicate to the federal government a strong local partnership aspiring to collaborate towards a large-scale tree planting program.

To capitalize on this exciting opportunity, NPCA is seeking your support to submit an initial Request for Information (RFI) by May 27th specific to the NPCA jurisdiction across our fifteen partner municipalities. Your support would go a long way toward strengthening our collaborative submission, enhancing our tree canopy/forest cover, and engaging residents in this significant climate change initiative. At this time specific values of In-kind and cash commitments will not be required but a letter of support is critical to show strong local partnership capacity this early stage.

As requested, we are pleased to provide supporting documentation for your consideration. Included with this package you will find:

A) A sample template Letter of Support to submit back to NPCA preferably by May 21st.

B) An updated background presentation from Friday April 23rd , as well as the RFI guide and the associated form for more detail as to the request.

C) A sample resolution that can be modified, as appropriate, for your Council consideration.

Additionally, we are requesting to designate a staff person to work with NPCA's restoration team to help identify restoration initiatives, restoration land availability, potential growers, and projected plantings.

Thank you for the support you have demonstrated thus far to bringing a significant federal investment to our jurisdiction. Please have your designated staff contact Geoff Verkade, Senior Manager Integrated Watershed Planning and Information Management at either gverkade@npca.ca or extension 244.

Sincerely,

Chandra Sharma MCIP RPP
CAO/Secretary-Treasurer

cc.
Geoff Verkade, Senior Manager, Integrated Watershed Planning & Information Management (NPCA)

/Encl.
NPCA - 2 Billion Trees - Municpal CAO's circulation.pptx
NPCA - 2 Billion Trees Letter of Support.docx
NPCA – 2 Billion Trees Sample Municipal Support Resolution.docx
2 Billion Trees - NRCAN - Future Participants Respondent Guide.pdf

[Date]

RE: Letter of Support for NPCA Growing Canada's Forest Program 2 Billion Trees

To whom it may concern

[Name of Municipality] is pleased to support the Niagara Peninsula Conservation Authority (NPCA) application to the Growing Canada's Forests program under the 2 Billion Trees initiative.

We recognize the value of creating resilient forests here in Niagara. We are part of the Carolinian zone, the most diverse and fragile ecoregion in Canada. The opportunity to implement nature-based climate solutions towards enhancing our unique forest and urban tree canopy is significant. This initiative will help strengthen our existing commitments to enhance natural areas and address climate impacts in our municipality.

We are committed to working with the NPCA in the coming months to identify suitable land within our municipality where we can restore and expand tree cover. We also intend to cost-share planting projects to scale our planting efforts with Federal funding support.

With more than 60 years of expertise, the NPCA is ideally positioned to successfully implement this project. Their emphasis on evidence-based conservation will ensure we leverage forestry best practices tailored to our unique geography. Meanwhile, their collaborative approach means efforts will be strategic and well-coordinated with the region's many stakeholders and partners.

As one of those partners, we look forward to working alongside the NPCA to plant, grow and maintain forests within our jurisdiction.

Sincerely,
[name]
[title]

2 Billion Trees - NrCan Climate Change Funding

RFI Response

NPCA & NIAGARA MUNICIPALITIES MEETING

April 23, 2021

Purpose

To begin a conversation about a Niagara Watershed specific response to the federal governments 2 Billion Trees- Growing Canada's Forests request for information (RFI)

Topics:

Opportunity

Background/Context

Enablers (Conditions of Success)

Strength and Capacity (Science, Tools and Current Program)

Proposed 10 y program

Collaboration, Coordination, Communication

Opportunity

IMPACT on the ground and in the community

CAPACITY to build a region-wide collaborative restoration partnership

OUTCOMES – Climate, Habitat, Water, Public Realm, Green Infrastructure…and more

ENGAGEMENT – Community, Agri, Business

ECONOMIC – Planting Industry boost, Green jobs

GROWING CANADA'S FORESTS

FUTURE PARTICIPANTS REQUEST FOR INFORMATION

2BILLION TREES

Natural Resources Canada is looking to engage those interested in growing Canada's forests as a nature-based solution to support national climate change actions.

This RFI is for organizations:

- interested in implementing or contributing to large-scale multi-year tree planting projects
- looking for opportunities to collaborate

They want to understand your vision and capacity. They are encouraging to share how your organization can participate by submitting a RFI by May 27th, 2021.

Eligible Activities and Costs

- Salaries and benefits, and employee recruitment and training;
- Professional, technical, and capacity building services;
- Community and landowner engagement;
- Translation, production, printing, publication and distribution, and media services;
- Contractors, such as for tree planting and silviculture;
- Materials and supplies, such as seeds and trees for planting;
- Transportation; Facilities; Machinery and equipment;
- Travel expenses including accommodation, and venue expenses;
- Honoraria and ceremonial costs where Indigenous recipients or Indigenous partners are involved;
- Overhead expenditures provided they are directly related and essential to the conduct of the project, up to 15% of eligible; and expenditures
- GST, PST, or HST, net of any tax rebate to which the recipient is entitled.

Enablers - Demonstrate:

- Target # of Trees
- Land Available
- Seedling Availability
- Capacity to implement/Scale -up
- Science
- Climate Change Benefits - Quantification
- Funding Partners - Matching Funding In-Kind and Cash
- Delivery Partners

Current Capacity

1. Science
   - Natural environments systems data and analysis
   - Water quality connection
   - Natural resources management subject matter experts
   - Adaptive integrated watershed management approach
   - Carbon sequestration quantification

2. Tools and Partnerships
   - NPCA Restoration Program
   - NPCA Land Securement Strategy
   - Existing eNGO partnerships to leverage
   - Municipal (public lands) and Partnerships
   - Other Agencies

Science

Natural Capital

41 Conservation Areas, Shorthills Provincial Park, Niagara Parkway

Important Bird and Biodiversity Areas (IBBA), Migration Hotspot

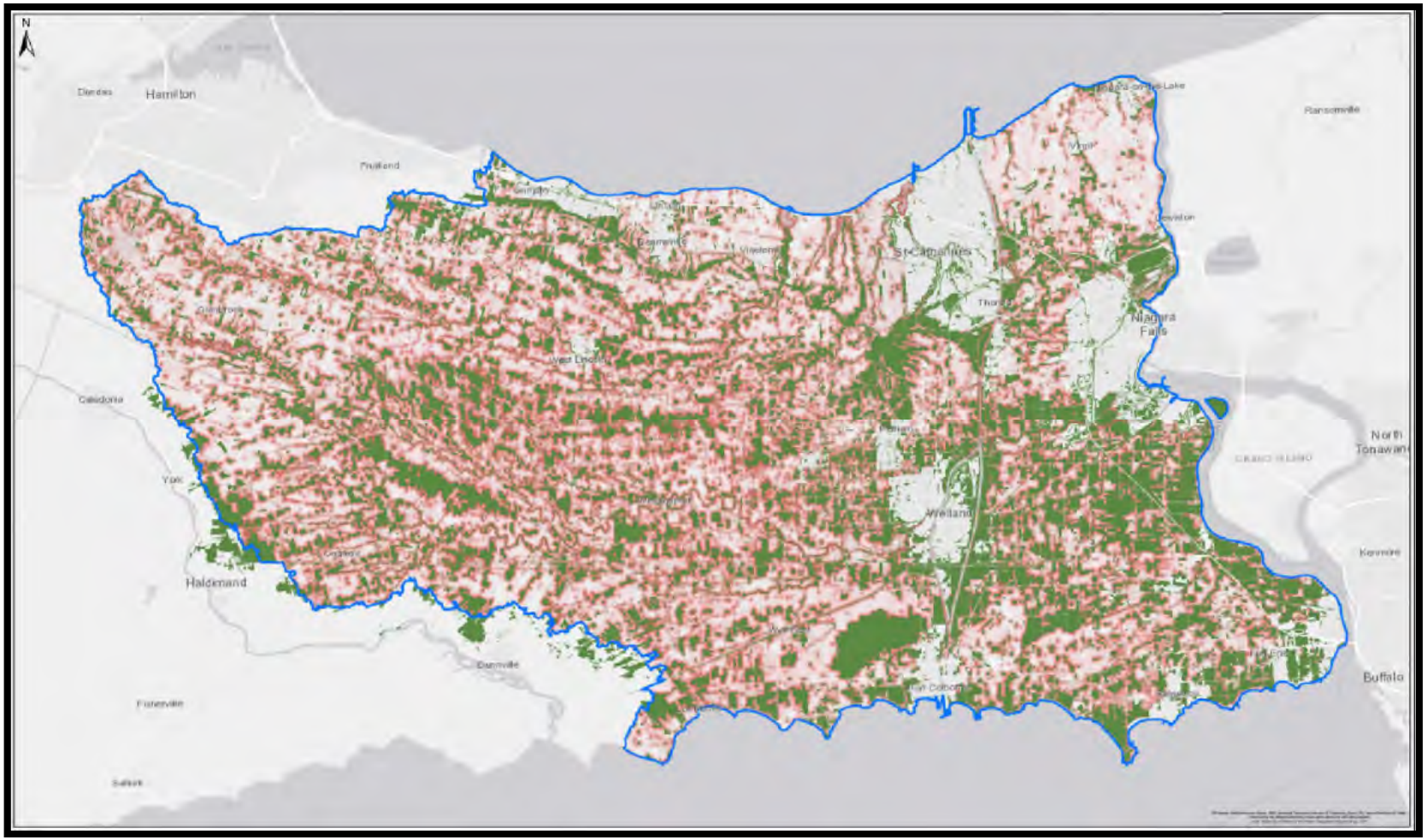
UNESCO Biosphere Reserve For Niagara Escarpment

2 Great Lakes + Niagara River + Niagara Falls

31 different Community Type:

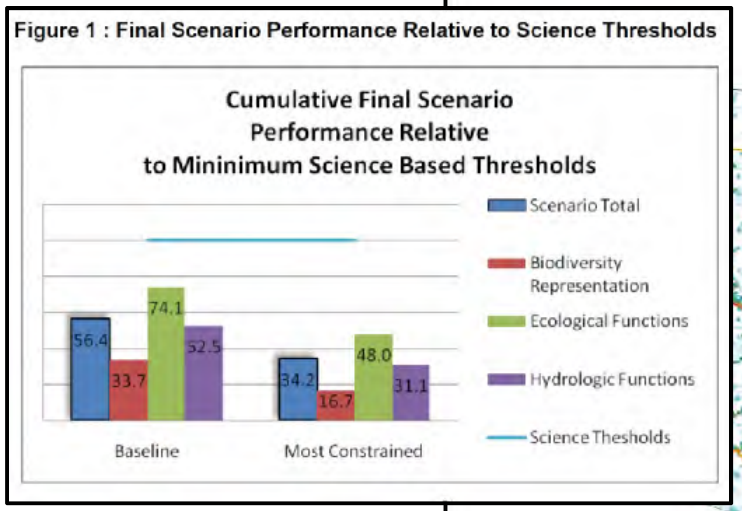
- 240 vegetation types, 14 rare
- Wetlands (swamps, bog, marsh)
- Alvars, dunes, beach coastal ecosystems
- Carolinian Forest & Unique Slough Forest
- Grassland/meadow
- Agriculture (Prime Agricultural Land; 2/3 of Ontario's tender fruit orchards)
- High Density of Freshwater creeks/streams

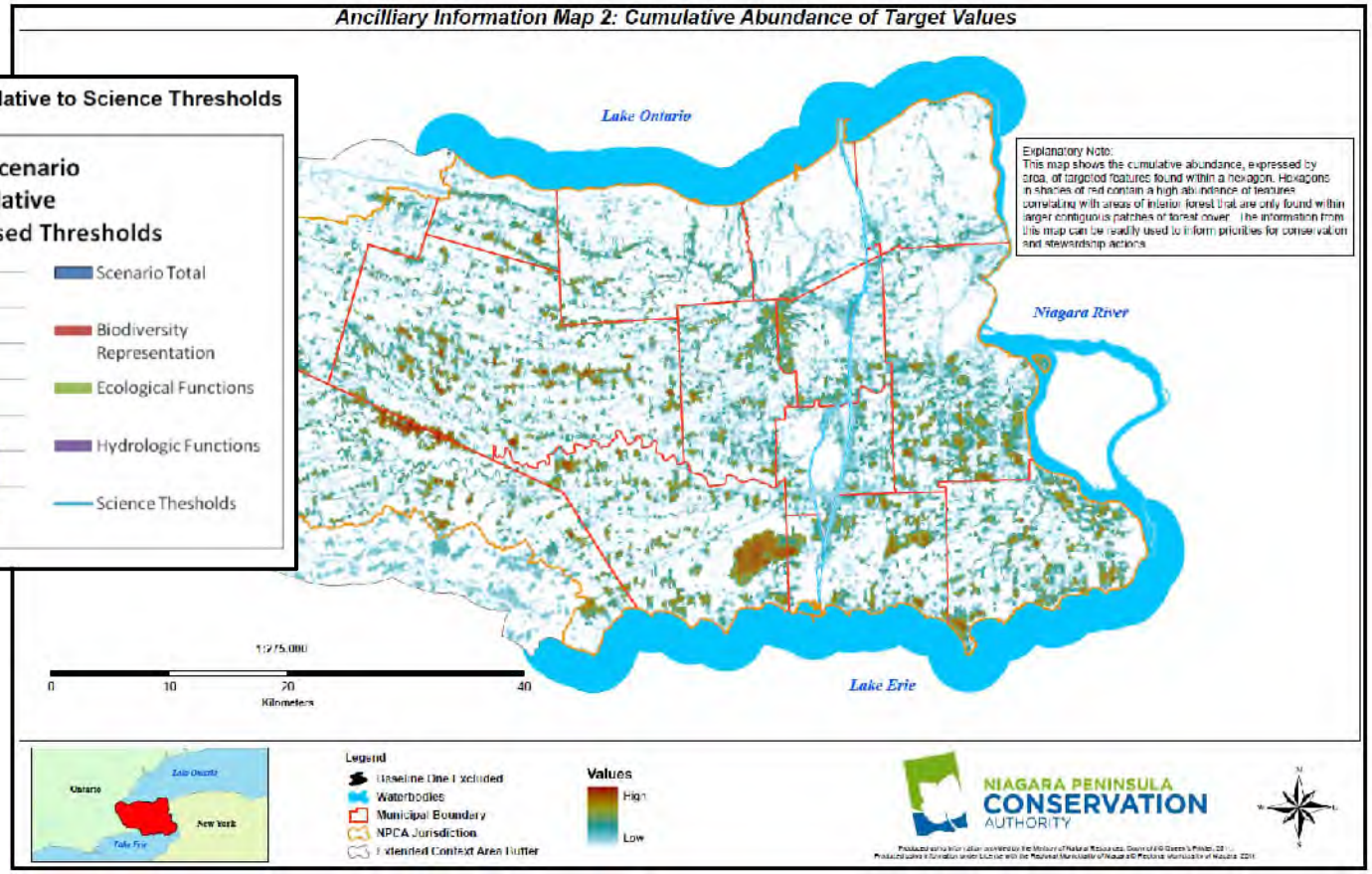
Map – Restoration Potential



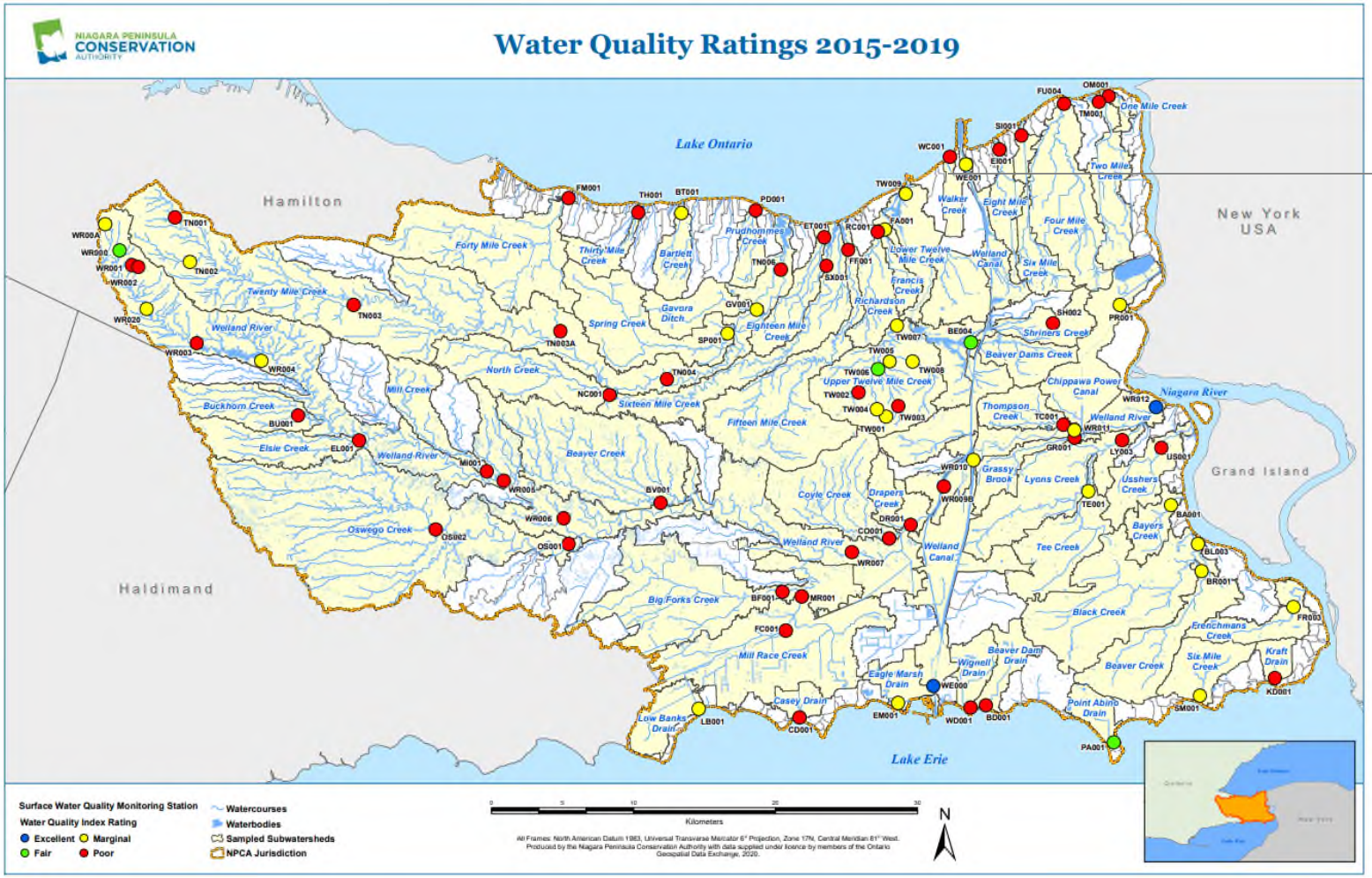
Systematic Conservation Planning Assessment

Fundamental 'State of the Watershed' Baseline Information



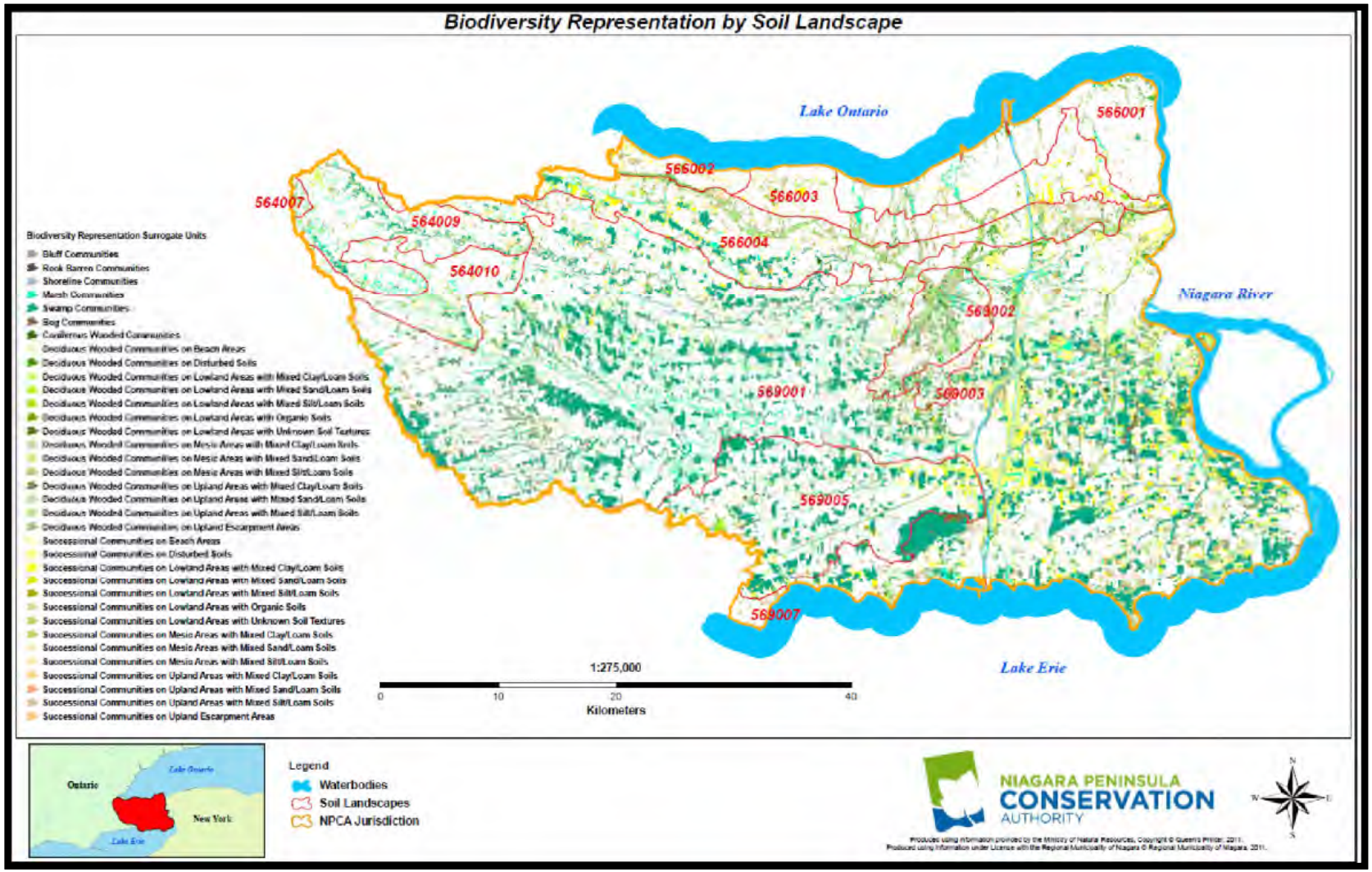


Map - Surface Water Quality



'What we do on the land is reflected in the water.'

Map – Biodiversity Representation



Tools

NPCA & Partners

Land Restoration

Land Securement

eNGO Partnerships

Municipal (public lands) and Partnerships

Other Agencies (NEC, NPC)

NPCA Restoration Services

Strategic Goals

Improve water quality, wildlife habitat and forest cover to the benefit of local ecosystems and the overall health of the watershed;

Monitor, assess and communicate the change of these conditions in the watershed; and

Enable innovative approaches, partnerships and solutions to improve water quality, wildlife habitat, and forest cover.

Restoration Grant Program

Wetland Habitat Restoration

Livestock Restriction & Crossings

Conservation Farm Practices

Tree Planting/ Woodland Restoration

Instream/Riparian Habitat Restoration

Upland Habitat Restoration

Nutrient Management

Water Conservation Practices

Cover Crops

NPCA Legacy Planting

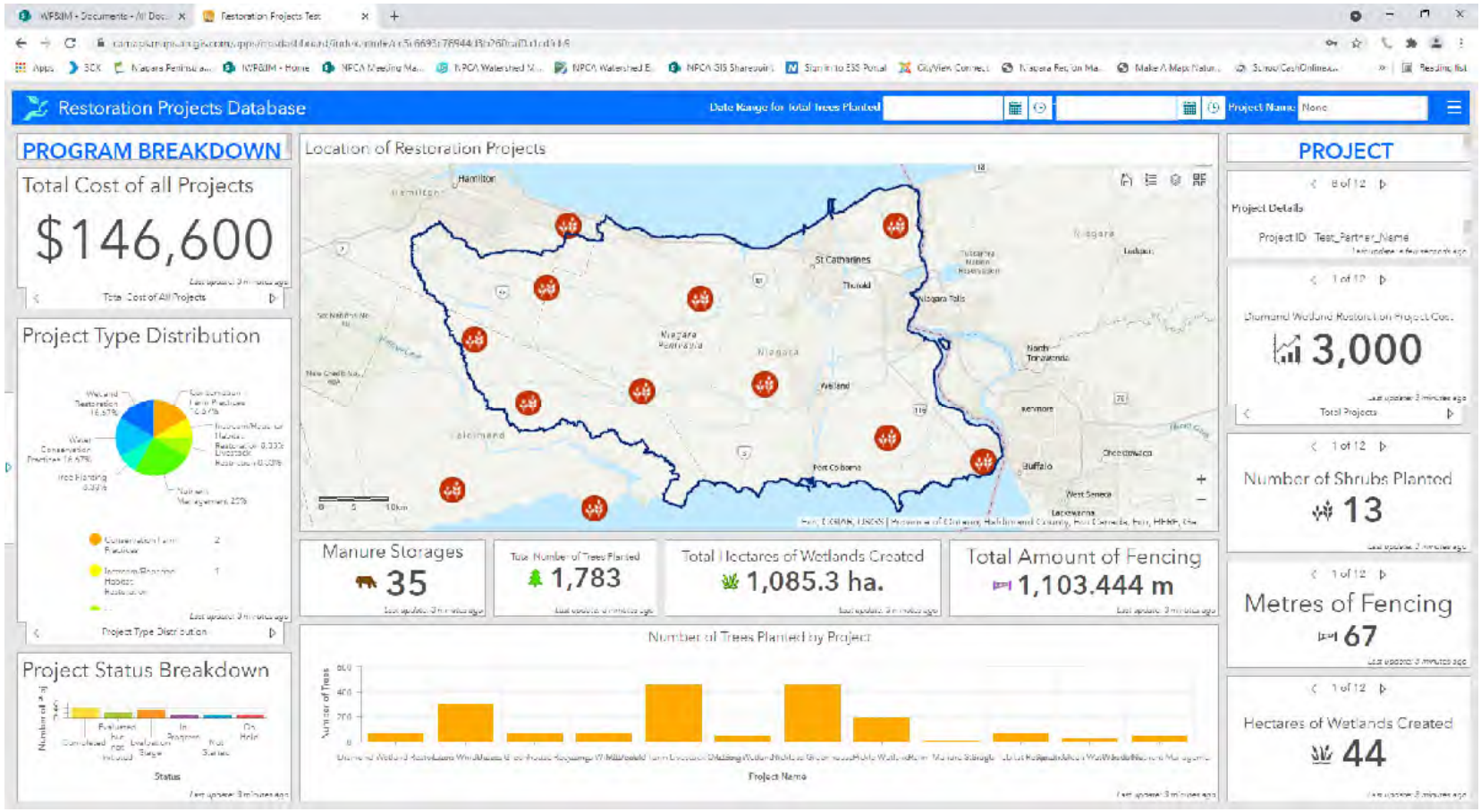
2000-2016 Grant Program:

- 881,859 trees over 1227 acres
- 119,854 trees/shrubs over 174.68 acres
- Total = 1,001,713 trees/shrubs and 1401 acres
- Partnered in many cases

Current Grant Program Planting

	Trees			Hectares			Tree Planting Projects Managed		
	NPCA	Partners	Total	NPCA	Partners	Total	NPCA	Partners	Total
2021	*12663	43871	56534	6.4	23.13	29.54	11	21	32
2020	6400	34500	40900	1.82	16.47	18.296	11	11	22
2019	1047	56770	57817	3.26	27.9	31.16	5	12	17
2018									
2017	31525								

Restoration Tracking



RFI Concept

Proposed 10y Restoration /Planting Program Opportunity

- Distributed Across 12 Niagara Municipalities (Hamilton & Haldimand Geography of NPCA)
- Private and Public lands
- Community Plantings
- Residential –Homeowner
- Climate Change Mitigation and Quantification
- Strategic Establishment of Green Infrastructure
- Managed Forestry Services- EAB replacement
- Agricultural Best Practices Programming

RFI Gap Analysis

1. NPCA can facilitate science and practical implementation:

Data and Analysis expertise

Expertise with Systematic Conservation Planning and Watershed Management

Tree planting experience and expertise (Restoration Specialists, Ecologists and Professional Forester)

Climate Change quantification – standardized carbon sequestion reporting

Large Volunteer base

Large Communications and Marketing Reach

2. Limiting factors to overcome with partnered approach:

Matching funding, diversification of restoration incomes

Land supply – need to educate, campaign, private, public, acquisition

Keys to Success

Collaboration

- No one agency can do this alone.
- Stronger together

Coordination

- Scientifically – consensus on environmental status and issues, shared and open data driven evidence-based narrative.
- Operationally – leverage resources, logistical alignment, mobilize action.

Communication

- Education to understand and empower implementation.
- Convert information into knowledge, and action.
- Essential when many moving parts will be required.

Letters of Support for RFI detailing:

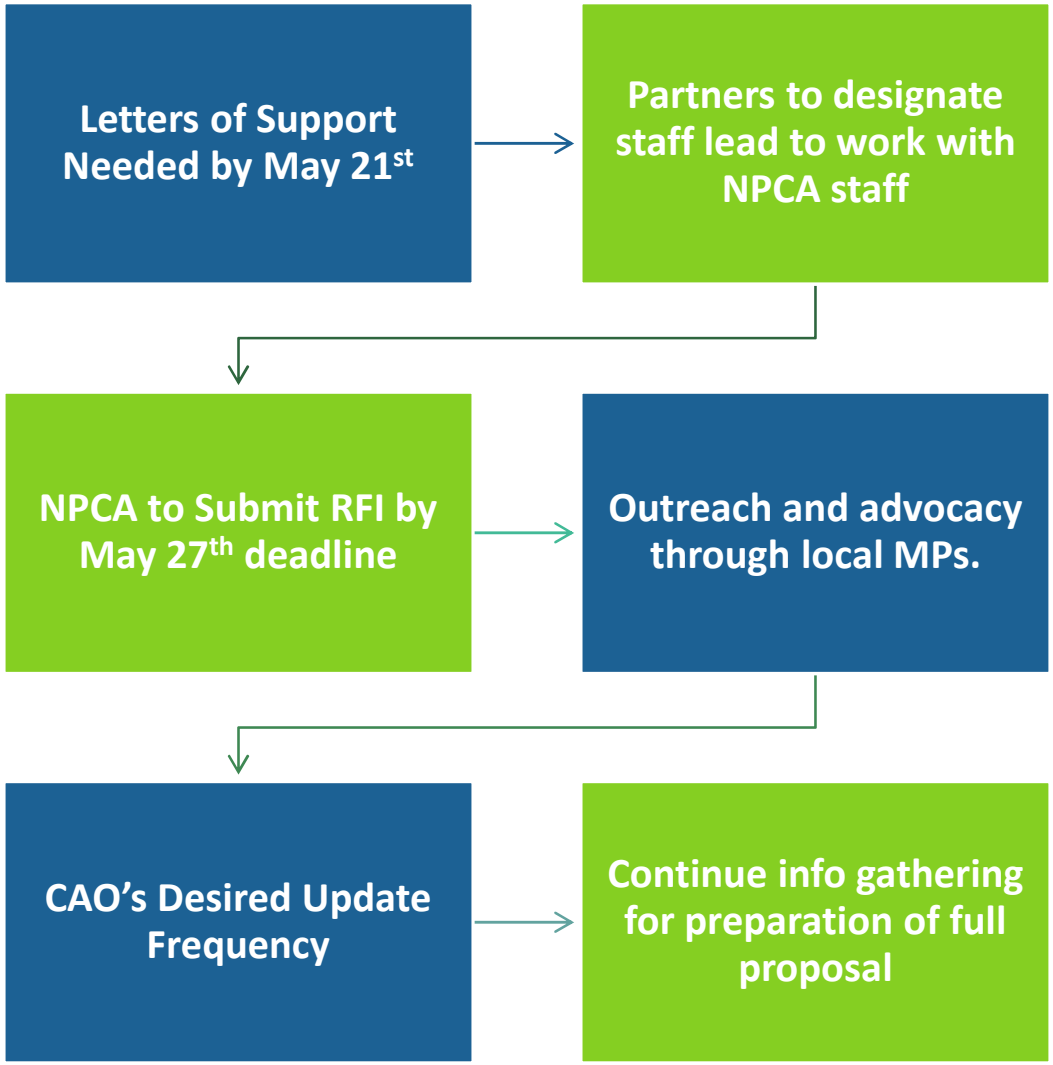
- High level commitment to collaborate and partner to upscale tree planting…matching funding, land supply, communications etc.
- Specific details at proposal stage

Complementary Information for RFI or RFP consideration, any:

- Restoration initiatives over past 5 year for further background
- Public lands candidate sites available to naturalize/restore
- Existing partnerships with greenhouses/grower with potential to scale locally
- Projected restoration matching in-kind or cash for restoration over next 10 years

Request

Next Steps


Letters of Support Needed by May 21st
Partners to designate staff lead to work with NPCA staff
NPCA to Submit RFI by May 27th deadline
Outreach and advocacy through local MPs.
CAO's Desired Update Frequency
Continue info gathering for preparation of full proposal

NIAGARA PENINSULA CONSERVATION AUTHORITY

QUESTIONS?

Natural Resources Canada | Ressources naturelles Canada

Growing Canada's Forests:

Future Participants Respondent Guide

2BILLION TREES

Canada

Natural Resources Canada | Ressources naturelles Canada

Growing Canada's Forests:

Future Participants Respondent Guide

Canada

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Natural Resources Canada
Canadian Forest Service
580 Booth Street
Ottawa, ON K1A 0E4

A pdf version of this publication is available through the Canadian Forest Service Publications database: http://cfs.nrcan.gc.ca/publications.

Cet ouvrage est publié en français sous le titre *: Accroître les forêts canadiennes : Futurs participants – Guide du répondant*

TTY: 613-996-4397 (Teletype for the deaf)

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1. Purpose of the Request for Information (RFI)

In 2020, the Government of Canada committed to planting two billion additional trees over the next 10 years as part of a broader approach to nature-based climate solutions. To identify and determine the interest of organizations in Canada in implementing or contributing to large-scale single or multi-year tree planting projects, its Growing Canada's Forests (GCF) program is accepting Requests for Information (RFI). We want to understand your vision and capacity as we finalize the design of the GCF program.

This document guides you through the process of contributing information to the GCF program through a RFI. A number of criteria (e.g. the types of eligible organizations) that will be put in place to fund potential projects in the future are described. In your response, we are asking you to identify which criteria would apply to your organization or to the project(s) you have in mind.

If you do not have a project in mind, but would consider applying to a funding opportunity in the future, your feedback is also welcome on the criteria and information set out in this RFI. In these cases, we ask that you complete as much of the RFI as possible and provide responses to the questions contained within the response form.

This RFI is also intended to identify potential linkages within the supply chain and facilitate collaboration by sharing contact information with provinces and territories and other organizations. If you agree to this in your response form, you may be contacted by NRCan for further information.

Participation in this RFI is encouraged, but is not a condition or prerequisite for participation in any subsequent Request for Proposals.

Please use our Growing Canada's Forests: Future Participants Respondent form to provide a response to this RFI. Even if you have multiple projects in mind, please submit only one response per organization and include additional information as necessary. Tombstone information can be submitted as one piece with multiple projects as annexes.

Please note that this RFI is part of an engagement process and **will not result** in funding proposed projects. It is not a Request for Proposals (RFP) and no funding agreement will be entered into based on any response/submission to this process. As a result, the Government of Canada will not accept any liability, financial or otherwise, nor should respondents undertake any work chargeable to Canada. Natural Resources Canada (NRCan) does not consider this RFI to constitute a commitment to issue an RFP for the GCF program.

2. Eligibility requirements

2.1. Eligibility for large-scale projects

Eligible participants considered for implementing or contributing to single-year or multi-year large-scale tree planting projects would be:

- a provincial or territorial government or one of their agencies;
- a municipal or local government or one of their agencies, or a regional municipal organization;
- a not-for-profit organization (legally incorporated and registered in Canada), such as a registered charitable organization, volunteer organization, community, professional, industry or other association, land conservation organization, or non-government organizations;
- a for-profit organization;
- an Indigenous organization[1] (for profit and not-for-profit) or community.

2.2. Eligible activities and costs

Eligible activities would consist of activities directly related to tree planting, managing trees and forests, and monitoring the health and growth of planted trees. Eligible activities would not cover any such costs where the planting, management and monitoring is legally required following commercial activity or as a condition for impact assessment approval.

Eligible expenditures are those necessary to support the tree planting supply chain and must be directly related to the implementation and conduct of a project. Eligible expenditures for program funding will consist of:

- Salaries and benefits, and employee recruitment and training;
- Professional, technical, and capacity building services;
- Community and landowner engagement;
- Translation, production, printing, publication and distribution, and media services;
- Contractors, such as for tree planting and silviculture;
- Materials and supplies, such as seeds and trees for planting;
- Transportation;
- Facilities;
- Machinery and equipment;
- Travel expenses including accommodation, and venue expenses;
- Honoraria and ceremonial costs where Indigenous recipients or Indigenous partners are involved;
- Overhead expenditures provided they are directly related and essential to the conduct of the project, up to 15% of eligible expenditures; and

[1] Indigenous nations entities (as self-defined and representing nation-based collectives - could be linked by cultural or linguistic background, geographical area or historical treaty lines), nation member communities or member organizations on behalf of nation entities, Section 35 rights-bearing Métis entities, national and regional Indigenous organizations, self-governing Indigenous governments, Indigenous owned or operated businesses, other Indigenous organizations.

- GST, PST or HST, net of any tax rebate to which the recipient is entitled.

2.3 Cost sharing

Recognizing that the Government of Canada will ultimately be looking to enter into cost-sharing[2] agreements, consideration should be given to how your organization would finance a proposed project. While subject to change, the maximum NRCan contribution for eligible project costs are 50% of eligible expenditures. Indigenous organizations will be encouraged at a later stage to contact NRCan for further information on cost sharing.

3. Information for Completing the Future Participants RFI form

Where applicable to your organization type and if the information is known, we encourage you to provide details in our Growing Canada's Forests: Future Participants Respondent form to the best of your knowledge. This information will not be retained in the context of any subsequent Requests for Proposals. The information will be used to better understand your organizations' interest and capacity to participate in the GCF program. The main sections of the form are:

- Respondent contact information
- Organization overview
- Project information and overview
- Forecasted project costs and funding sources
- Collaboration
- General questions for project delivery consideration
- Diversity and inclusion
- Authorization
- Project submission and NRCan contact information

A description of each section is included below to assist you in completing your RFI. The numbered segments within each section correspond with the numbering on the RFI form.

It is recommended that you save your work often, prior to submitting your response form to the GCF program.

Respondent contact information

1. **Legal Name of Respondent:** The legal name is the official name of the Organization or Business at registration or incorporation. This may be different from the organization's operating name (e.g. Legal Name 123456 Northern Ltd, operating publically as ABC Moving Services).

2. **Project Name:** Provide a short, clear and concise name describing your proposed project. You can include some details on the nature of your project. For example, *Planting a Greenbelt around Cityville*.

[2] In this document, the terms "cost-shared" and "cost-sharing" refer not to official cost-sharing agreements, but to situations where the Government of Canada will fund a portion of a project through a contribution agreement and the recipient will be required to also provide a portion of the funding.

3. **Primary Contact Name:** Enter the person authorized to represent the business or organization. This person will be the main point of contact regarding your RFI submission.
4. **Phone Number (Primary Contact):** Be sure to include the area code of the primary contact's phone number.
5. **Email Address (Primary Contact):** Include the direct email address for the primary contact and not a generic email address for the organization.
6. **Organization Type:** This information is important to determine if the respondent would be meeting the eligible recipient type.
    - **Provincial and Territorial governments** and their agencies.
    - **Municipal or local governments** and their agencies, includes local forms of government with elected authorities (e.g. mayor and council).
    - **Indigenous Governments or Organizations,** includes Indigenous nations entities (as self-defined and representing nation-based collectives - could be linked by cultural or linguistic background, geographical area or historical treaty lines), nation member communities or member organizations on behalf of nation entities, Section 35 rights-bearing Métis entities, national and regional Indigenous organizations, self-governing Indigenous governments, Indigenous owned or operated businesses, other Indigenous organizations.
    - **For-Profit** includes businesses such as incorporated companies, corporations or co-operatives.
    - **Non-Profit** includes organizations such as tree planting charities, community associations and organizations, and industry or sector associations.
7. **Brief Description of Organization and its Mandate:** This information will be used in part to determine if the respondent has the mandate and capacity to undertake a project of this nature.

Organization overview

8. **Type of participation:** Check the box that best describes how your organization is interested in participating in cost-shared tree planting projects. Check all boxes that apply and briefly provide more details in the space below if required.
9. **Years of experience:** Enter the number of years your organization has in the areas selected in question 8.
10. **Quantitative estimates of achievements:** Describe, to the best of your ability, a quantitative estimate of your past activities. This could be number of trees planted, hectares planted, number of seedlings produced or tree planting projects managed. Be sure to describe the measure used for the estimate. For example, planted 1 million seedlings in Alberta or produced an average of 60 million seedlings for reforestation in the past three years.
11. **Enabling your project**: Identify and describe the top three factors that would enable or facilitate your participation in the GCF program and describe how your organization would address these factors. For example, securing funding to expand your operations, securing a source of seedlings/trees, finding access to land, finding labour, monitoring the trees for survivability. Be sure to describe how your organization would address these elements to ensure project success.

Project information

12. **Project Location (Community):** Provide the name of the province(s)/territory(ies) and the region or city where the proposed project would take place. For projects in multiple areas, identify all locations.
13. **Potential Start Date:** The date the first activity of the proposed project is expected to get underway. Costs incurred before the start of the project or signing of the contribution agreement may not be reimbursed.
14. **Expected End Date:** The date all project activities are expected to be completed.
15. **Location types:** Please identify the location types for your projects. You may select more than one if you have multiple location types.
16. **Estimate of number of incremental trees:** Fill out the table providing the number of trees you estimate planting per year for your proposed project to the nearest thousand. If you have multiple locations per year, please provide the total number of trees. When not anticipating to planting any trees in any given year, please leave blank.
17. **Approach for securing trees:** Indicate your short-term and long-term plan for accessing seedlings and trees for your proposed project. Be sure to highlight any partnerships and collaborations with regard to increasing nursery capacity.
18. **Estimate the land area required to plant the incremental trees:** Provide an estimate of the land area required to plant the number of trees you have estimated in question 16. Provide the answer in hectares. Free online area conversion calculators can assist if required.
19. **Approach for securing land:** Indicate your short-term and long-term plan for accessing land to plant the incremental trees indicated in question 18. This includes agreements in principal with landowners on providing land for tree planting incremental trees or partnerships with other organizations.
20. **Indigenous lands or traditional territory**: Indicate if, to the best of your knowledge, your proposed project will take place within or adjacent to Indigenous lands or traditional territory, including lands governed by a modern treaty. If you do not know, simple check the "Do not know" box, but understand that this information will be required in any subsequent agreement.
21. **Project Overview:** Describe the project in a few paragraphs. Please provide brief answers to all the sections. Be as concise as possible with your responses; however, do not leave out important information in order to be brief. Answer all sections as best as you can with information available to you. Incomplete answers will not necessarily result in the rejection of your application.
    a. **Proposed approach:** Describe the key activities your organization would like to carry out in the context of implementing one or more tree planting projects. If applicable, include how you will ensure the right trees are planted in the right location, and post-planting activities such as monitoring for tree health and survival as well as reporting on project outcomes.
    b. **Readiness & Capacity Building:** Describe your organization's experience and readiness as it relates to your proposed contribution to the GCF program. Describe any capacity building needs or potential gaps in your ability to participate.

c. **GHG emission reductions & Co-benefits**: Describe how your proposed project will contribute to maximizing greenhouse gas (GHG) emission reductions or increasing carbon sequestration, and how your proposed project will lead to measurable biodiversity and human well-being co-benefits. Examples include, but are not limited to:
   i. Improvement or creation of a community park
   ii. Extension of a green belt around a city
   iii. Forest health restored, or increased forest area, for habitat
   iv. Increase biodiversity to increase forest resilience to climate change
   v. Creating green jobs for a local community or youth
   vi. Engagement and creation of jobs with Indigenous youth

Forecasted project costs and funding sources

22. **Cost of proposed project:** Provide details on the types of costs for your proposed project. Section 2.2 provides types of costs that are eligible under the GCF program.

23. **Financing your project:** Recognizing that the Government of Canada will ultimately be looking to enter into cost-sharing agreements, describe how your organization would finance a proposed project. Has your organization considered using multiple sources of funding to finance project costs? If yes, please describe any funding partnerships or different funding mechanisms your organization is considering. If you are not considering using different sources of funding, please explain why**.**

Collaboration

24. **Collaboration:** Is your organization seeking collaborators and partners to develop a tree planting project or to build capacity to undertake a tree planting project? If yes, please describe the nature of the collaboration or partnership you are seeking. This could be a financial arrangement, in-kind contributions, access to land or any type of collaboration that allows you to implement your proposed project. Please be sure to describe the nature of this collaboration.

General questions for project delivery consideration

25. Regardless of whether or not you have a project(s) in mind as part of your response to this RFI, we would welcome feedback on the following questions. Please keep in mind, responses will help inform and identify the most appropriate program delivery scenarios of a future funded Request for Proposals (RFPs) with respect to implementing or contributing to large-scale single or multi-year projects.
    a) The questions within this RFI would generally reflect the types of questions being included in a formal funding RFP. In your view are there elements missing that should be considered to ensure projects are well assessed and represent good value for money for the Government of Canada? If so, what additions would you suggest.
    b) Are there questions within this RFI, if transposed into a funding RFP, that would create barriers to participation and prevent the program from reaching its goal with respect to large-scale single or multi-year projects? If so, please elaborate on those barriers.
    c) Are there specific criteria, in your experience as an organization involved in large-scale tree planting projects that should be weighted more heavily than others for the sake of achieving the goals of the GCF program? If so, which ones would those be and why?

d) Monitoring results of tree plantings will be a significant undertaking. Are there best practices (whether tools, systems or processes) that you would like to identify. If so, could you please provide details about where this best practice exists, what its benefits are, and how it works.
e) Are there tools/mechanisms that you, as an organization participating in a future large-scale project, would like to see to enable collaboration between various funding recipients? If so, what would those tools/mechanisms be or look like, and are there any best practices that you are aware of and would like to identify?

Diversity and Inclusion

Building a sustainable, inclusive, and dynamic economy helps all Canadians prosper. Recognizing that systemic barriers remain in achieving the full participation of underrepresented, disadvantaged, or equity-seeking groups (including, but not limited to, women, Indigenous Peoples, persons with disabilities, members of visible minority/racialized groups), the information collected in this section helps the Government of Canada identify the potential impacts of its policies, programs and services on diverse groups of people.

The information you provide in this section is protected under the *Privacy Act*. As such, the GCF program will only use it for the purposes of assisting the program better design how to solicit this kind of information in future Requests for Proposals, and for no other purposes.

4. Submitting your response

Please follow the following steps to submit your RFI. To ensure the health and safety of our workers during the COVID-19 pandemic, we encourage response forms to be sent via email. However, should this not be possible, please contact the email address below for a mailing address.

1. Download our Growing Canada's Forests: Future Participants Respondent form and save as a separate file.
2. Fill in the form.
    - Please make sure your response is not scanned since data will be extracted from the electronic version for processing by NRCan.
3. Print, sign, scan and save as a separate file the Authorization page.
    - Alternatively, you can digitally sign the form and send as one file.
4. Email your Request for Information form as well as your signed Authorization page to nrcan.2btrees-2garbres.rncan@canada.ca by **Thursday, May 27, 2021, 5:00 p.m. EDT**
5. In the email subject line use the following format to assist with the processing your submission: 2021 RFI – [Province / Territory] – [Organization Name]
    - Replace the information in the square brackets with the appropriate province/territory and organization name for your project (e.g.: 2021 RFI – MB – ABC Enterprises)

5. Confidentiality & Authorization

This last page of the RFI response form describes how the use and distribution of information collected through this RFI will comply with both the *Privacy Act* and the *Access to Information Act*. This section is to be completed by a representative duly authorized to make the declarations and submit the response to NRCan.

Pursuant to the *Privacy Act*, the program will keep confidential any personal information it may collect and will not disclose or transmit said information without your written consent.

Pursuant to the *Access to Information Act*, the GCF program will protect from disclosure any information of a financial, commercial, scientific or technical nature it collects from you so long as you treat said information as confidential in your own establishment.

If you choose to send the information or other confidential information to the program by e-mail, the GCF program will respond by email. Similarly, if your correspondence is through regular mail, the program's response will be in like manner. However, in all cases, the program will use e-mail correspondence to you for all non-confidential matters.

In this section, you may also express your interest in having NRCan share your basic contact information with other interested participants for facilitating collaboration. By checking the box for this purpose, you acknowledge and agree that the Government of Canada will not accept any liability for any business relationships, including joint ventures or partnerships that would result therefrom. Leaving the box unchecked will not adversely affect the assessment of your RFI.

6. For more information

For any questions surrounding this RFI process, please do not hesitate to contact us by email at nrcan.2btrees-2garbres.rncan@canada.ca.

Sample Resolution for Municipal Partners – 2 Billion Trees Initiative

WHEREAS *the federal government has announced the "Growing Canada's Forests" program as part of its 2 Billion Trees initiative, making substantial matching funding available to support reforestation efforts across the country;*

WHEREAS *this is a timely opportunity to attract federal investment towards implementing nature-based climate solutions in our communities through a strong and coordinated multi-partner approach across the Niagara Peninsula watershed;*

WHEREAS *the Niagara Peninsula Conservation Authority (NPCA) is convening partners and collaborators towards a 10-year planning program for a Request for Information submission in application to Growing Canada's Forest Funding Program due May 27th 2021;*

WHEREAS *the NPCA has a well-established track record of reforestation with private and public landowners, non-governmental organizations, nature clubs, academic institutions and community groups, has the scientific know-how to identify land and tree species with the biggest ecological and climate benefits, and has partnerships in place to mobilize volunteers to plant and monitor trees;*

AND WHEREAS *the proposed opportunity aligns with the Municipal objectives, has the potential to provide multiscale benefits;*

IT IS RECOMMENDED THAT *the Council endorse the attached letter in support of NPCA's Request for Information submission in application to Growing Canada's Forests 2 Billion Trees initiative; and*

AND FURTHER THAT *staff continue to collaborate with NPCA and other partners in identifying planting opportunities and programs aligned with municipal priorities to be included in the full funding application should the Request for Information submission as an expression of interest be successful.*

THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET

BY-LAW NO. 016-2021

Being a By-law for Maintenance of Yards
in the Township of Wainfleet.

WHEREAS sections 8, 9 and 11 of the *Municipal Act, 2001*, S.O 2001, c. 25 ("*Municipal Act, 2001"* or "the statute") authorize a municipality to pass by-laws respecting the economic, social and environmental well-being of the municipality, the health, safety and well-being of persons, the protection of persons and property and waste management;

AND WHEREAS section 127 of the *Municipal Act, 2001*authorizes a municipality to define "refuse";

AND WHEREAS section 127 of the *Municipal Act, 2002* further provides that a municipality may require an owner or occupant of land to clean and clear the land, to clear refuse or debris from land and to regulate when and how such matters shall be done;

AND WHEREAS section 127 of the *Municipal Act, 2001* further provides that a municipality may prohibit the depositing of refuse or debris on land without consent of the owner or occupant of land;

AND WHEREAS section128 of the *Municipal Act, 2001* provides that a municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become public nuisances;

AND WHEREAS section 129 of the *Municipal Act, 2001* provides that a municipality may prohibit and regulate with respect to noise, vibration, odour and dust;

AND WHEREAS section131 of the *Municipal Act, 2001* provides that a municipality may prohibit and regulate the use of any land for the storage of used motor vehicles for the purpose of wrecking or dismantling them or salvaging parts from them for sale or other disposition;

AND WHEREAS section 425 of the *Municipal Act, 2001* provides that a municipality may pass by-laws providing that any by-law of the municipality passed under the statute is guilty of an offence;

AND WHEREAS section 429 of the *Municipal Act, 2001* provides that a municipality may establish a system of fines for offences under a by-law of the municipality passed under the statute;

AND WHEREAS section 434.1 of the *Municipal Act, 2001* provides that a municipality may require a person to pay an administrative monetary penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the statute;

AND WHEREAS section 444 of the *Municipal Act, 2001* provides that if a municipality is satisfied that a contravention of a by-law passed by the municipality under the statute has occurred, it may make an order requiring the person who contravened the by-law or who caused or permitted the contravention, or the owner of occupier of the land on which the contravention occurred, to discontinue the contravening activity;

AND WHEREAS section 445 of the *Municipal Act, 2001* provides that if a municipality is satisfied that a contravention of a by-law passed under the statute has occurred, it may make an order requiring the person who contravened the by-law or who caused or permitted the contravention, or the owner or occupier of the land on which the contravention occurred, to do work to correct the contravention;

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

AND WHEREAS the Council of the Corporation of the Township of Wainfleet has deemed it to be in the public interest to enact this by-law;

NOW THEREFORE the Council of the Corporation of the Township of Wainfleet enacts as follows:

1. **Short Title**

1.1 This by-law shall be known as the "Clean Yards By-law".

1.2 **Definitions**

1.2.1 In this by-law:

(1) **"Administrative Monetary Penalty"** means a monetary penalty applied to a Person for failing to comply with any section or part of this by-law.

(2) **"Agricultural Operation"** means an agricultural operation as defined by the *Farming and Food Production Protection Act, 1998*, S.O. 1998, c. 1 ("*Farming and Food Production Protection Act, 1998*").

(3) **"Buffer Strip"** means a minimum 6 metre (19.69 foot) wide strip immediately adjacent to the lot lines of any lot or parcel of land and along all boundaries of the whole lot or parcel of land.

(4) **"Domestic Waste"** means any debris, rubbish, Sewage, effluent, discard, or garbage of any type that arises from, belongs to or is associated with a house or residential property, including but not limited to all garbage, discarded material or things, broken or dismantled things, materials or things exposed to the elements for which they were not designed, and materials deteriorating or decaying on a property due to exposure or the weather. Domestic Waste

does not cease to become Domestic Waste by reason that it may be commercially saleable or recyclable or hold potential value.

For greater certainty, Domestic Waste includes but is not limited to the following classes of material regardless of the nature, condition, value or potential of the material, article or thing:

a) Accumulations of grass clippings, tree cuttings, brush, leaves and garden refuse;

b) Paper, paper cartons, and other paper products;

c) Rotting vegetable matter or rotting animal matter, unless it is being composted in accordance with generally accepted composting practices;

d) Disconnected appliances including refrigerators, stoves, dishwashers, microwaves, freezers, washers, dryers, water coolers, or any part or parts of such items;

e) Electronic devices including televisions, computers, tablets and related components, radios, amplifying devices, speakers, audio visual players and any parts or accessories of such items;

f) Furnace or furnace parts, air conditioners, ducting, pipes, heat pumps, fittings, pipes and wiring;

g) Derelict water or fuel tanks;

h) Inoperative Vehicles and any parts and/or accessories of such items;

i) Inoperative Motor Vehicles and any parts and/or accessories of such items;

j) Inoperative bicycles, lawnmowers, engines and mechanical tools, including hand tools and power tools and any parts and/or accessories of such items;

k) Broken or discarded furniture being kept out of doors;

l) Crockery, dishes, pots and pans and small kitchen appliances;

m) Animal waste products, hides and parts of carcasses other than those arising from commercial, industrial or agricultural businesses in legal operation on the property;

n) Animal excrement; and

o) Construction, demolition, repair or renovation material and/or debris accumulated or left over from such work.

(5) **"Fill"** means any soil, dirt, asphalt, concrete, bricks, branches or roots of trees or bush or any other like materials.

(6) **"Highway"** has the same meaning as in the *Highway Traffic Act*, R.S.O. 1990, c. H.8 ("*Highway Traffic Act*") and, for greater certainty, includes all municipal, regional and provincial highways within the boundaries of the Township of Wainfleet.

(7) "**Inoperative Motor Vehicle**" includes any Motor Vehicle situated, stored or kept on a Property other than a Motor Vehicle that is licensed and displays a valid and current validation sticker, but does not include a Motor Vehicle that is required for the operation of an Agricultural Operation or business enterprise lawfully situated on the Property.

(8) "**Inoperative Vehicle**" includes any machinery, trailers, boats, recreational vehicles and similar items situated, stored or kept on a Property and any such items that are unable to operate as a result of being dismantled, broken or incomplete, decayed or dilapidated, but does not include a Motor Vehicle or other Vehicle that is licensed and displays a valid and current validation sticker where applicable or machinery, trailers, boats, recreational vehicles or similar items that are required for the operation of an Agricultural Operation or business enterprise lawfully situated on the Property.

(9) **"Last Known Address"** means the address which appears on the latest revised assessment roll of the Township.

(10) **"Medical Officer of Health"** means the Medical Officer of Health for the Regional Municipality of Niagara.

(11) **"Motor Vehicle"** means a motor vehicle as defined in the *Highway Traffic Act*.

(12) **"Municipally-Owned Lands"** means Property owned or maintained by the Corporation of the Township of Wainfleet shown on the latest revised assessment roll of the Township and shall include all municipal road allowances and rights of way.

(13) **"Naturalized Area"** means lands or a portion of lands covered by vegetation which is landscaped and maintained with a variety of flowers or plants, with or without grasses, or left to naturally grow a variety of indigenous plants.

(14) **"Non-Residential Waste"** means any debris, rubbish, Sewage, effluent, discard or garbage of any type that arises from, belongs to or is associated with non-residential uses, including but not limited to all garbage, discarded

material or things, broken or dismantled things and materials or things exposed to the elements, and materials deteriorating or decaying on the property due to the exposure or the weather. Non-Residential Waste does not cease to become Non-Residential Waste by reason that it may be commercially saleable or recyclable or hold potential value.

For greater certainty, Non-Residential Waste includes but is not limited to the following classes of materials regardless of the nature, condition, value or potential of the material, article or thing:

a) Debris, discarded things or matter, or effluent which in whole or in part are derived or are constituted from or consist of:

(i) Animal or vegetable matter, paper, lumber or wood; or

(ii) Mineral, metal or chemical or fill contaminated with petrochemical or petroleum products;

b) Piles of miscellaneous plastic, wood or metal parts, or combinations of such materials;

c) Inoperative Vehicles and any parts and/or accessories of such items;

d) Inoperative Motor Vehicles and any parts and/or accessories of such items;

e) Vehicle Parts;

f) Piping, ducting, tubing, conduits, cable, wire and fittings or related accessories, with or without adjuncts and not packaged for immediate shipment;

g) Material resulting from or as part of, construction, demolition, repair or renovation projects including dust, debris and left over material;

h) Rubble or Fill;

i) Bones, feathers, hides or other animal parts or carcasses;

(15) **"Noxious Weed"** means a noxious weed designated by or under the *Weed Control Act*, R.S.O. 1990, c. W.5, including any weed designated as a local noxious weed under a by-law of the Township passed under that Act.

(16) **"Occupant"** means any Person or Persons in possession of a Property, whether such possession arises from ownership, leasing or renting the Property.

(17) **"Officer"** means a By-law Enforcement Officer appointed by the Township, a member of the Niagara Regional Police Service, a member of the Ontario Provincial Police, a member of the Royal Canadian Mounted Police, a member of the Canadian National Police Service or any other provincial offences officer designated under the *Provincial Offences Act*, R.S.O. 1990, c. P.33 ("*Provincial Offences Act*").

(18) **"Order"** means any notice of non-compliance issued under this by-law.

(19) **"Owner"** means a Person or Persons registered as the owner of a Property on the latest revised assessment roll of the Township.

(20) **"Person"** means an individual, firm, corporation, association or partnership and includes an Owner and an Occupant.

(21) **"Property"** means any land, grounds, Yard or Vacant Lands.

(22) **"Refuse"** includes all manner of waste, debris or Sewage and also includes all Domestic Waste and Non-Residential Waste.

(23) **"Regionally-Owned Lands"** means Property owned or maintained by the Regional Municipality of Niagara shown on the latest revised assessment roll of the Township and shall include all regional road allowances and rights of way.

(24) "**Sewage**" includes any liquid waste containing human, animal, vegetable, or mineral matter, waste that is in suspension whether Domestic Waste, Non-Residential Waste, and any other liquid waste whether in suspension or precipitated, but does not include roof water or storm run-off.

(25) **"Standing Water"** means any water on a Property other than Treated Water or a natural body of water that exists on a permanent basis or is contained within a municipally-owned storm water management facility.

(26) **"Township"** means the Corporation of the Township of Wainfleet.

(27) **"Treated Water"** means water that has been treated with a larvicide or otherwise so as to minimize any potential health, safety or medical hazard to any person and includes water that is continuously passed through a filter system to remove contaminants and water that is otherwise continuously circulated by mechanical means.

(28) **"Turf Grass Area"** means the ground cover comprised of one or more species of growing grass with or without trees, shrubbery or maintained planting beds for other vegetation.

(29) **"Vacant Land"** means land with no building(s) or having no land use established.

(30) **"Vehicle"** means a Vehicle as defined in the *Highway Traffic Act*.

(31) **"Vehicle Parts"** means any part, component, element or accessory used in the assembly, construction, maintenance or repair of a Vehicle, whether operable or not.

(32) **"Yard"** means land, Municipally-Owned Lands and Regionally-Owned Lands, around and appurtenant to the whole or part of a building and used, or capable of being used, in connection with a building.

2. **Exemption**

2.1 Nothing in this by-law applies to prevent an Agricultural Operation from carrying out a normal farm practice under the *Farming and Food Production Protection Act, 1998*.

2.2 This by-law does not apply to:

(1) Municipally-Owned Lands;

(2) Regionally-Owned Lands; and/or

(3) Building materials and equipment directly related to active and ongoing construction at a Property that is proceeding in accordance with a permit issued in accordance with the *Building Code Act, 1992*, S.O. 1992, c. 23 or other applicable law.

3. **Maintenance of Vegetation**

3.1 Every Owner and/or Occupant of a Property shall keep all trees, shrubbery, plants, grasses and/or other vegetation on the Property clean and clear.

3.2 For the purposes of section 3.1, "clean and clear" means:

(1) Noxious Weeds shall be removed from all Turf Grass Areas, Naturalized Areas and Buffer Strips;

(2) In Turf Grass Areas, grass shall be cut and maintained at a height of not greater than 200 mm (8 in);

(3) In Naturalized Areas, vegetation other than trees or shrubbery within a Buffer Strip shall be cut so that the vegetation is maintained at a height of not greater than 200 mm (8 in).

(4) All trees, shrubbery, plants, grasses and other vegetation shall be maintained to ensure that they do not affect the safety, visibility or passage of the general public, cause a visual obstruction of any road or intersection, or cause or potentially cause damage or injury to any persons or property.

4. **Standing Water**

4.1 No Owner and/or Occupant of a Property shall permit an excavation, swimming pool, hot tub, wading pool, fountain, artificial pond, bird bath or debris located on the Property to contain Standing Water for a period in excess of four (4) days.

4.2 Every Owner and/or Occupant of a Property shall ensure that any swimming pool, hot tub, wading pool, fountain or artificial pond on the Property is maintained in proper operating condition and in good repair.

4.3 No Owner and/or Occupant of a Property shall discharge, or cause or permit to be discharged, any water or Sewage onto an adjacent or neighbouring Property, including any Municipally-Owned Lands or Regionally-Owned Lands

5. **Property Condition**

5.1 Every Owner and/or Occupant of a Property shall keep the Property clean, free and clear of Domestic Waste, Non-Residential Waste and/or any other thing that may constitute a health, fire or safety hazard.

5.2 No Person shall use, or cause or permit the use of any Property or structure within the Township for dumping or disposing of Domestic Waste, Non-Residential Waste or any other thing that may constitute a health, fire or safety hazard.

5.3 Subject to paragraph 2.2(3), every Owner and/or Occupant of a Property shall keep the Property clean, free and clear of new or used building materials other than the temporary storing of building materials intended for use during imminent construction at the Property.

5.4 Where new or used building materials are temporarily stored at a Property in accordance with section 5.3, they shall be:

(1) Situated, stored or kept not less than three (3) metres from any lot line or boundary between the Property and any adjacent or neighbouring property, including Municipally-Owned Lands and Regionally-Owned Lands; and

(2) Fully covered or otherwise screened from view from any adjacent or neighbouring property, including Municipally-Owned Lands and Regionally-Owned Lands, and using a screening method that does not contravene this or any other by-law of the Township.

5.5 No Owner and/or Occupant of a Property shall cause or permit an accumulation of Fill to be situated, stored or kept on the Property unless the accumulation of Fill and its placement on the Property are reasonably necessary for the Property to comply with this by-law, any other by-law of the Township and/or any applicable law.

6. **Inoperative Vehicles and Inoperative Motor Vehicles**

6.1 Subject to section 6.2, every Owner and/or Occupant of a Property shall keep the Property clean, free and clear of Inoperative Vehicles and Inoperative Motor Vehicles.

6.2 Despite section 6.1 and subject to sections 6.7, 6.8 and 6.9, the Owner and/or Occupant of a Property may situate, store and/or keep a maximum combined total of two (2) Inoperative Vehicles or Inoperative Motor Vehicles on the Property in accordance with sections 6.3, 6.4, 6.5 and 6.6.

6.3 Any Inoperative Vehicle or Inoperative Motor Vehicle that is situated, stored or kept on a Property must be situated, stored or kept not less than one hundred and fifty (150) metres from any residential dwelling located on any adjacent or neighbouring property and not less than one hundred (100) metres from any lot line or boundary between the Property and any adjacent or neighbouring property, including Highways, Municipally-Owned Lands and Regionally-Owned Lands.

6.4 Where an Inoperative Vehicle or Inoperative Motor Vehicle that is situated, stored or kept on a Property in accordance with section 6.3 is missing any exterior components, including but not limited to its hood, doors, fenders, wheels or tires, it shall be fully covered with an appropriate cover or otherwise screened from view from any adjacent or neighbouring property, including Highways, Municipally-Owned Lands and Regionally-Owned Lands, and using a screening method that does not contravene this or any other by-law of the Township. For the purposes of this section, a tarpaulin does not constitute an appropriate cover.

6.5 Where an Inoperative Vehicle or Inoperative Motor Vehicle that is situated, stored or kept on a Property in accordance with section 6.3 is not missing any exterior components, it may be, but is not required to be, covered or screened from view. Any Inoperative Vehicle or Inoperative Motor Vehicle that is covered or screened from view must use an appropriate cover and/or a screening method that does not contravene this or any other by-law of the Township. For the purposes of this section, a tarpaulin does not constitute an appropriate cover.

6.6 Where a Vehicle or an Inoperative Vehicle that is situated, stored or kept on a Property in accordance with section 6.3 is a trailer that contains cargo or other items, the trailer shall be fully covered with an appropriate cover. For the purposes

of this section, a tarpaulin constitutes an appropriate cover if it fully covers the cargo or other items contained in the trailer, is adequately secured to the trailer and is kept in good repair.

6.7 Notwithstanding any other provisions of this by-law, no Person shall situate, store or keep, or cause or permit to be situated, stored or kept, any Inoperative Vehicles or Inoperative Motor Vehicles on any Vacant Land.

6.8 Nothing in this section authorizes or permits any Owner and/or Occupant of a Property to situate, store or keep Vehicle Parts on the Property.

6.9 No Person shall use, cause or permit the use of any Property or structure in the Township to situate, store or keep Inoperative Vehicles, Inoperative Motor Vehicles or Vehicle Parts for the purpose of wrecking or dismantling them or salvaging parts from them for sale or other disposition unless such use is permitted by Township Zoning by-law no. 034-2014 or Township Zoning by-law no. 582-78.

7. Enforcement

7.1 An Officer may enter a Property at any reasonable time for the purpose of carrying out an inspection to determine whether:

(1) The Property is being maintained in accordance with this By-law;

(2) The Property or any structure on the Property is being used for the dumping or disposing of garbage, Refuse, Fill, Domestic Waste or Non-Residential Waste of any kind;

(3) The Property or any structure on the Property is being used for the storage of Motor Vehicles or for the purpose of wrecking or dismantling said Motor Vehicles and/or for salvaging parts thereof for sale or disposal;

(4) The Owner and/or Occupant of the Property has complied with any Order made by an Officer; or

(5) There is compliance or non-compliance with any other provision of this by-law.

7.2 An Officer may make an Order requiring the Owner and/or Occupant of a Property to bring the Property into compliance with the provisions of this by-law.

7.3 An Order made under section 7.2 shall prescribe the time period for complying with the Order and shall notify the Person to whom the Order is issued that if the Property is not brought into compliance with the Order within the prescribed time, the Township may issue a Penalty Notice for every day that the Property is not in compliance and further that the Township may carry out any required remedial action at the Person's expense or, in the case of an Occupant, at the expense of the Occupant and/or the Owner of the Property.

7.4 An Order made under section 7.2 may be:

(1) Sent by registered mail to the Last Known Address of the Person to whom it is issued and shall be deemed served after five (5) business days;

(2) Posted on the Property in a conspicuous location and shall be deemed served immediately upon such posting; or

(3) Personally delivered to the Person to whom it is issued and shall be deemed served immediately upon such personal service.

7.5 Every Person shall permit an Officer, upon the production of identification and for the purpose of inspection by the Township, to inspect the Property and any structure on the Property for any purpose contained in this by-law.

7.6 Every Person shall comply with an Order issued under this by-law within the time specified for compliance.

7.7 Where a Person fails to comply with an Order issued under this by-law within the time specified for compliance, the Officer with such assistance by the Township and/or its agents as may be required and upon reasonable notice may, at the expense of the Person to whom the Order was issued:

(1) Take the action necessary to bring the Property into compliance with the applicable sections of this by-law;

(2) Clean, clear or remove from the Property or any structure on the Property any and all garbage, Refuse, Fill, Sewage, Domestic Waste, Non-Residential Waste, Noxious Weeds, long grass, trees, shrubs, other vegetation or any other thing that may constitute a health, fire, or safety hazard;

(3) Remove from the Property any Inoperative Vehicle or Inoperative Motor Vehicle that does not comply with this section 5 of this by-law;

(4) Remove from the Property and any Motor Vehicle or Vehicle Parts stored for the purpose of wrecking or dismantling the Motor Vehicle, or for salvaging parts for sale or other disposition.

7.8 No Person shall hinder or obstruct an Officer from inspecting a Property or hinder or obstruct an Officer, the Township and/or its agents from carrying out work authorized by an Order made under this by-law.

7.9 Where any action is taken to bring a Property into compliance with this by-law or where items, materials or things are removed from any Property pursuant to this by-law, the Township shall not be liable to compensate the Owner, Occupant or any other Person by reason of anything done by or on behalf of the Township in the reasonable exercise of its powers under this by-law.

7.10 The Owner of any Property against which any proceedings are brought or against which any action is taken in accordance with this by-law shall pay the applicable fees and charges of the Township.

7.11 The Owner shall pay the applicable fees and charges described in section 7.10 within thirty (30) days of the date on which an Order becomes final or the date on which a conviction is pronounced or the date on which an action is taken.

7.12 Fees and charges imposed in accordance with this by-law that are not paid within the prescribed time period shall be added to the tax roll of the Owner and collected in the same manner and with the same priority as municipal taxes.

8. **Offences and Penalties**

8.1. Every Person who contravenes any provision of this by-law is guilty of an offence and upon conviction is subject to a fine or fines in accordance with the *Provincial Offences Act*.

8.2. Where an Officer is satisfied that a Person has failed to comply with this by-law and/or with an Order issued pursuant to this by-law, the Officer may issue a penalty notice imposing an Administrative Monetary Penalty. The Administrative Monetary Penalties for failures to comply with this by-law are set out in Schedule “A”, which is attached hereto and forms part of this by-law.

8.3. Township by-law no. 027-2019, as amended by by-law nos. 079-2019 and 005-2020, AMPS By-law for Non-Parking Offences, applies to each Administrative Monetary Penalty issued pursuant to this by-law.

9. **Validity**

9.1. Should a court of competent jurisdiction declare any provision of this by-law to be invalid or of no force and effect, the provision is deemed severable from this by-law and it is the intention of the Township the remainder of this by-law shall survive and be applied and enforced in accordance with its terms to the extent possible under the law.

10. **Repeal and Enactment**

10.1. Township by-law No. 073-2019 any amendments thereto, is hereby repealed and replaced.

11. **Date of Enactment**

11.1. This by-law shall come into force on the date that it is passed.

BY-LAW READ A FIRST TIME THIS 11th DAY OF MAY, 2021.

BY-LAW READ A SECOND TIME THIS 11th DAY OF MAY, 2021.

BY-LAW READ AND PASSED THIS 11th DAY OF MAY, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

Schedule “A” to By-law No. 073-2019

Clean Yards By-law
Short Form Wording and Administrative Penalties

Section	Short Form Wording	Penalty
3.1	Fail to keep vegetation on Property clear and cleaned up	$100.00
4.1	Fail to keep Property free of Standing Water	$100.00
4.2	Fail to maintain swimming pool/hot tub/wading pool/ fountain/artificial pond	$100.00
4.3	Discharge water/sewage on a neighboring property	$150.00
5.1	Fail to keep Property clear of Domestic Waste/Non-Residential Waste or item constituting a health, fire, or safety hazard	$150.00
5.2	Use or permit use of Property for dumping	$250.00
5.3	Fail to keep land clear of new or used building materials	$150.00
6.1	Fail to keep property free and clear of inoperative vehicles	$150.00
6.8	Fail to keep property free and clear of vehicle parts	$150.00
6.9	Use land for wrecking, dismantling or salvaging parts for sale or repair	$150.00
7.2	Fail to comply with Order	$300.00
7.8	Hinder or obstruct an Officer conducting inspection	$250.00

THE CORPORATION OF THE

TOWNSHIP OF WAINFLEET

BY-LAW NO. 017-2021

Being a By-law to amend By-law No. 027-2019, being a By-law to establish an administrative monetary penalty system for non-parking related offences

WHEREAS the Council of the Township of Wainfleet enacted By-law No. 027-2019 to establish an administrative monetary penalty system for non-parking related offences;

AND WHEREAS the Council of the Township of Wainfleet deems it necessary and appropriate to amend By-law No. 027-2019 to provide for enforcement of said By-law via Administrative Monetary Penalties;

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

1) **THAT** Schedule "A" of By-law No. 027-2019 be amended to read as follows:

Designated By-law	By-law Number
Animals at Large	008-2018
Building	027-2012
Clean Yards	016-2021
Discharge of Firearms	025-2013
Dog Control	014-2016
Entry onto Adjoining Lands	027-2011
Exotic Animal	011-2018
Fence	012-2020
Fireworks	021-2007
Fouling of Roads	584-78
Medical Marijuana Facilities	057-2017
Noise	042-2018
Open Air Burning	011-2020
Property Standards	059-2000
Public Nuisance	022-2009

2) **AND THAT** this By-law shall come into force and take effect on the date of final passage thereof.

BY-LAW READ AND PASSED THIS 11TH DAY OF MAY, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 018-2021

Being a by-law to adopt, ratify and confirm the proceedings of the Council of the Corporation of the Township of Wainfleet at its meeting held May 11, 2021.

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 meeting held May 11, 2021, 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 11TH DAY OF MAY, 2021

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK