



THE COROPORATION OF THE TOWNSHIP OF WAINFLEET

REGULAR MEETING OF COUNCIL AGENDA

OCTOBER 26, 2021 – 7:00 P.M.

COUNCIL CHAMBERS

In an attempt to limit the size of gatherings to control the spread of COVID-19, please be advised that there is limited public seating in the gallery and appropriate COVID-19 protocols will be enforced.

C22/21

1. **Call to Order**
2. **National Anthem**
3. **Land Acknowledgement Statement**
4. **Disclosures of Interest and the General Nature Thereof**
5. **Mayor's Announcements & Remarks**
6. **Councillor's Announcements & Remarks**
7. **Adoption of Previous Council Minutes**
 - a) Minutes of the Regular Meeting of Council held October 5, 2021
 - b) Minutes of the Special Meeting of Council held October 19, 2021
8. **Public Meeting**
 - a) Zoning By-law Amendment Application File No. Z07/2021 - Victor Samuel
52149 Willford Road (Part Lot 21, Concession 5)
9. **Delegations**
 - a) Niagara Peninsula Conservation Authority – Steve Miller
NPCA's Big Forks Creek and Beaver Creek, Floodplain Mapping Study Project Overview
10. **Staff Reports & Recommendations**
 - a) Administrative Staff Reports
 - i. ASR-027/2021 Re: COVID-19 Impact Report

ii. ASR-028/2021 Re: Closed Meeting Investigator Contract Renewal

iii. ASR-029/2021 Re: 2022 Council Meeting Schedule

iv. ASR-030/2021 Re: 2021 Third Quarter Capital Project Update

v. Memorandum Re: Election Sign By-law

b) Planning Staff Reports

i. Memorandum Re: By-law No. 032-2021 to Dedicate Certain Lands as Part of Marshville Drive

ii. PSR-011/2021 Re: Draft Short Term Rental By-law

c) Public Works Staff Reports

i. PWSR-022/2021 Re: Capital Project Update - Gents Road Bridge Replacement

d) Deferred Reports

i. Memorandum Re: Township of Wainfleet Central Fire Station Project

11. Review of Correspondence

12. By-laws

a) By-law No. 032-2021 being a by-law to dedicate certain lands as part of Marshville Drive in the Township of Wainfleet

13. Notices of Motion

14. Closed Meeting

a) Pursuant to Section 239(2)(f) of the Municipal Act, 2001, advice that is subject to solicitor-client privilege 1 item – (A legal opinion respecting a governance matter)

b) Pursuant to Section 239(2)(c) of the Municipal Act, 2001, a proposed or pending acquisition or disposition of land – 2 items (1 acquisition of land matter and 1 disposition of land matter)

c) Pursuant to Section 239 (2)(b) of the Municipal Act, 2001, personal matters about an identifiable individual – 1 item (Staffing Matters)

15. Rise & Report

16. By-law to Confirm the Proceedings of Council

- a) By-law No. 033-2021 being a by-law to adopt, ratify and confirm the actions of the Council at its special meeting held October 19, 2021 and its regular meeting held October 26, 2021

17. Adjournment



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

October 5, 2021 – 7:00 P.M.

COUNCIL CHAMBERS

PRESENT:	K. Gibson	Mayor
	D. Cridland	Councillor
	T. Gilmore	Councillor
	J. MacLellan	Councillor
	S. Van Vliet	Councillor
STAFF PRESENT:	W. Kolasa	Chief Administrative Officer
	A. Dashwood	Administrative Assistant
	L. Earl	Manager of Community & Development
	M. Jemison	Drainage Superintendent
	D. Methot	Chief Building Inspector

C20/21

- 1. Call to Order**
Mayor Gibson called the meeting to order at 7:05 p.m.
- 2. National Anthem**
- 3. Land Acknowledgement Statement**
Mayor Gibson acknowledged that the land on which we gather is the traditional territory of Anishinaabeg and Haudenosaunee Peoples, acknowledging the One Bowl and Spoon Treaty.
- 4. Disclosures of Interest and the General Nature Thereof**
None.
- 5. Mayor's Announcements & Remarks**
Mayor Gibson provided the following remarks:
 - I'd like to extend a warm welcome to Lindsay Earl, our new Manager of Community and Development Services. Lindsay brings a wealth of knowledge and experience and we are very excited to have her on the team.
 - Our Arena opened this past weekend. We appreciate everyone's patience as we work to provide our community with great service and maintain compliance with provincial regulations.
 - We have four scheduled vaccine clinics in Wainfleet during the month of October starting tomorrow on the 6th, with the remaining clinics scheduled for the 13th, 23rd and 27th.
 - Regional Council will meet virtually on Thursday October 21 at 6:30 p.m.
 - We have a special meeting of Council scheduled for Tuesday October 19 at 7:00 p.m. related to the Central Fire Station project.

- Our next regular meeting of Council will be held Tuesday October 28 at 7:00 p.m.
- The Police Services Board will meet Thursday October 28 at 8:30 a.m.

6. Councillor's Announcements & Remarks

Councillor Cridland gave notice that the next NPCA Board meeting will be held October 15, 2021 at 9:30 a.m.

The NPCA held an open house and subsequently provided a presentation with respect to floodplain mapping for Big Forks Creek and Beaver Creek in the Township. Further details and results can be found on the NPCA's website.

7. Adoption of Previous Council Minutes

a) Minutes of the regular meeting of Council held September 14, 2021

Resolution No. C-2021-214

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

"THAT the minutes of the regular meeting of Council held September 14, 2021 be adopted as circulated."

CARRIED

8. Public Meeting

None.

9. Delegations

a) Shen Sivananthan Re: Request for Council to permit encroachment of internet antenna on Township road allowance

Resolution No. C-2021-215

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

"THAT the delegation from Shen Sivananthan respecting a request for Council to permit encroachment of internet antenna on Township road allowance be received for information."

CARRIED

b) Mary Barchiesi, Request to speak to item 9. a) on the agenda (Request for Council to permit encroachment of internet antenna on Township road allowance)

Resolution No. C-2021-216

Moved by Councillor Gilmore
Seconded by Councillor MacLellan

“**THAT** the delegation from Mary Barchiesi respecting a request to speak to item 9. a) on the agenda (Request for Council to permit encroachment of internet antenna on Township road allowance) be received for information.”

CARRIED

Resolution No. C-2021-217

Moved by Councillor Gilmore
Seconded by Councillor MacLellan

“**THAT** Council permit an addition to the agenda being a delegation presentation from Corrado Scandolari in accordance with Council’s Procedure By-law.”

CARRIED

Resolution No. C-2021-218

Moved by Councillor MacLellan
Seconded by Councillor Cridland

“**THAT** the delegation presentation by Corrado Scandolari respecting supplemental tax bill be received for information.”

CARRIED

10. Staff Reports & Recommendations

a) Administrative Staff Reports

i. ASR-025/2021 Re: COVID-19 Impact Report

Resolution No. C-2021-219

Moved by Councillor MacLellan
Seconded by Councillor Cridland

“**THAT** Administrative Staff Report ASR-025/2021 respecting COVID-19 Impact Report be received as information.”

CARRIED

ii. ASR-026/2021 Re: 2022 Election Planning

Resolution No. C-2021-220

Moved by Councillor MacLellan
Seconded by Councillor Cridland

“**THAT** Administrative Staff Report ASR-026/2021 respecting 2022 Election Planning be received for information.”

CARRIED

b) Building Staff Reports

- i. BSR-003/2021 Re: Conditional Building Permit - 11605 Beach Road West

Resolution No. C-2021-221

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“**THAT** Building Staff Report BSR-003/2021 respecting a Conditional Building Permit – 11605 Beach Road West be received; and

THAT the Township of Wainfleet enter into a Conditional Building Permit Agreement with Kevin Baum to allow him to start construction of the foundation only to replace a cottage that was destroyed by the storm of October 31st, 2020 prior to receiving a septic permit from the Ministry of Environment, conservation and Parks (MECP) and a minor variance from the Committee of Adjustment.”

CARRIED

c) Drainage Staff Reports

- i. DSR-015/2021 Re: Apportionment Agreement (Bergsma)

Resolution No. C-2021-222

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“**THAT** Drainage Staff Report DSR-0015/2021 respecting Apportionment Agreement (Bergsma) be received;

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

CARRIED

11. Review of Correspondence

- a) C-290-2021 -Proclamation Request – Women’s Place (The International Day for the Elimination of Violence against Women)

*Council provided direction to staff to prepare the proclamation for ratification at an upcoming meeting.

- b) C-296-2021 - Motion approved by the City of Welland approving proposal for loan to the Niagara Central Dorothy Rungeling Airport Commission for construction of 10 T hangars

Resolution No. C-2021-223

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

“THAT Correspondence item C-296-2021 respecting a motion approved by the City of Welland approving proposal for loan to the Niagara Central Dorothy Rungeling Airport Commission for construction of 10 T hangars be received; and

THAT Council endorse the loan proposal from the Niagara Central Dorothing Rungeling Airport Commission as listed in the correspondence; and

THAT a business case be presented to the Township of Wainfleet, prior to the Commission obtaining the loan from Welland.”

CARRIED

12. By-laws

None.

13. Notices of Motion

None.

14. Closed Meeting

None.

15. Rise & Report

None.

16. By-law to Confirm the Proceedings of Council

- a) By-law No. 031-2021 being a by-law to adopt, ratify and confirm the actions of the Council at its meeting held on the 5th day of October, 2021

Resolution No. C-2021-224

Moved by Councillor MacLellan

Seconded by Councillor Cridland

“THAT By-law No. 031-2021 being a by-law to adopt, ratify and confirm the actions of the Council at its meeting held on the 5th day of October, 2021 be read and passed this 5th day of October, 2021.”

CARRIED

17. Adjournment

There being no further business, the meeting was adjourned at 8:25 p.m.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK



THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

SPECIAL MEETING OF COUNCIL MINUTES

OCTOBER 19, 2021 – 7:00 P.M.

COUNCIL CHAMBERS

PRESENT:	K. Gibson	Mayor
	D. Cridland	Councillor
	T. Gilmore	Councillor
	J. MacLellan	Councillor
	S. Van Vliet	Councillor
STAFF PRESENT:	W. Kolasa	Chief Administrative Officer
	M. Alcock	Fire Chief
	M. Ciuffetelli	Deputy Clerk
	A. Dashwood	Administrative Assistant
	M. Jemison	Drainage Superintendent
	M. Luey	Treasurer/Mgr. of Corporate Services
	R. Nan	Manager of Operations

C21/21

1. **Call to Order**

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

2. **Disclosure of Pecuniary Interest and the General Nature Thereof**

None.

3. **Reports**

- a) Raimondo & Associates Architects Inc. – Central Station Value Engineering Report

Resolution No. C-2021-225

Moved by Councillor Van Vliet

Seconded by Mayor Gibson

“**THAT** the Central Station Fire Hall Design be sent out to tender and further discussion on the matter take place once tenders are received.”

Resolution No. C-2021-226

Moved by Councillor Cridland

Seconded by Councillor MacLellan

“**THAT** the Central Station Fire Hall Design be sent out to tender and further discussion on the matter take place once tenders are received **BE DEFERED** to the next meeting of Council.”

CARRIED

b) Drainage Memorandum Re: Chambers Corner Drain Extension

Resolution No. C-2021-227

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

“**THAT** the Memorandum from the Drainage Superintendent respecting Chambers Corner Drain Extension be received for information.”

CARRIED

4. **Closed Meeting**

None.

5. **Rise & Report**

None.

6. **Adjournment of Meeting**

There being no further business, the meeting was adjourned at 9:32 p.m.



PUBLIC MEETING INFORMATION REPORT

Public Meeting: Tuesday October 26th, 2021 at 7:00 p.m. (Electronic Meeting)

File No.: Z07/2021W

Applicant: Victor Samuel (LandPRO Planning Solutions Inc. – Agent)

Subject Property: 52149 Willford Road (Part Lot 21, Concession 5)

Purpose of a Public Meeting

The purpose of the meeting is to provide information about the application 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 attend the Public Meeting and/or make written or verbal representation either in support or in opposition to the proposed Zoning By-law Amendment. Due to COVID-19 restrictions on public gatherings and the capacity of Council Chambers, 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 October 22nd, 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 contact the Deputy Clerk at mciuffetelli@wainfleet.ca.

Property Information

The subject lands are located on the south side of Willford Road between Misener Road and Regional Road 24 and are known municipally as 52149 Willford Road. The subject lands are shown in Schedule "A". The property is 20.42 hectares in size and is currently being used for residential and agricultural purposes. The surrounding land uses include residential and agricultural – an aerial photograph is attached as Schedule "B".

The property is the subject of a severance application (File B10/2021W), which was scheduled to be considered by the Committee of Adjustment on October 20th, 2021 at 4:45 p.m. in Council Chambers. Application was made for the consent to sever Part 1 (1.22 hectares) as a surplus farm dwelling and to retain Part 2 (19.2 hectares) for continued agricultural use. The severance sketch is attached as Schedule "C". Staff had concerns with respect to the inclusion of the poultry barn and silos on the surplus farm dwelling lot and the Committee deferred consideration of the consent application to the November 17, 2021 hearing.

The subject lands are designated as Good General Agriculture Area in the Regional Official Plan, designated as Agricultural Area and Environmental Conservation Area in the Township Official Plan

and zoned Agricultural – A2 with an Environmental Conservation Overlay under Zoning By-law 034-2014.

Application Details

The Zoning By-law Amendment proposes to rezone Part 2 of the subject property from Agricultural – A2 to an Agricultural – A2-1 zone to prohibit dwellings and to an Agricultural – A2-71 zone to recognize a reduced lot area of 19.2 hectares where 40 hectares is required, while maintaining the Environmental Conservation Overlay.

Consultation

In accordance with the *Planning Act*, a Notice of Public Meeting was mailed to all landowners within 120m of the subject property on September 22nd, 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 September 22nd, 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 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 Ontario Land 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 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 Ontario Land 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 application, 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 amendment 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.

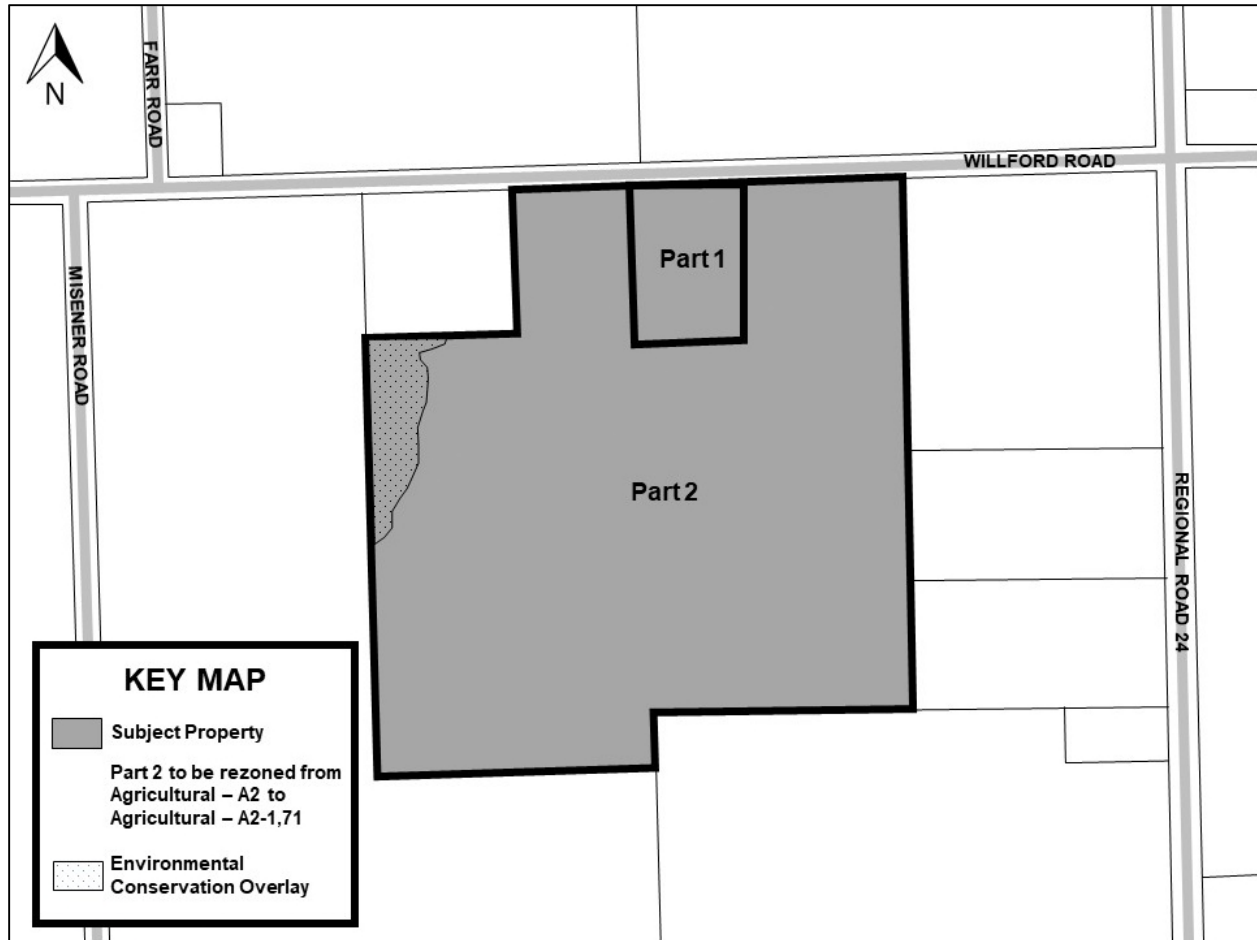
Attachments

Schedule "A" – Location Map

Schedule "B" – Aerial Photograph

Schedule "C" – Severance Sketch

Schedule "A" – Location Map



Proposed Zoning By-law Amendment Application

Z07/2021W
Victor Samuel

LandPRO Planning Solutions Inc. (Agent)

52149 Willford Road
Part Lot 21, Concession 5
2714 000 01100102

LOCATION MAP

TOWNSHIP OF
WAINFLEET

Wainfleet – Find your countryside!

Date: October 2021

File No.: Z07/2021W

Schedule "B" – Aerial Photograph



Proposed Zoning By-law Amendment Application

Z07/2021W

Victor Samuel

LandPRO Planning Solutions Inc. (Agent)

52149 Willford Road
Part Lot 21, Concession 5
2714 000 01100102

AERIAL PHOTOGRAPH

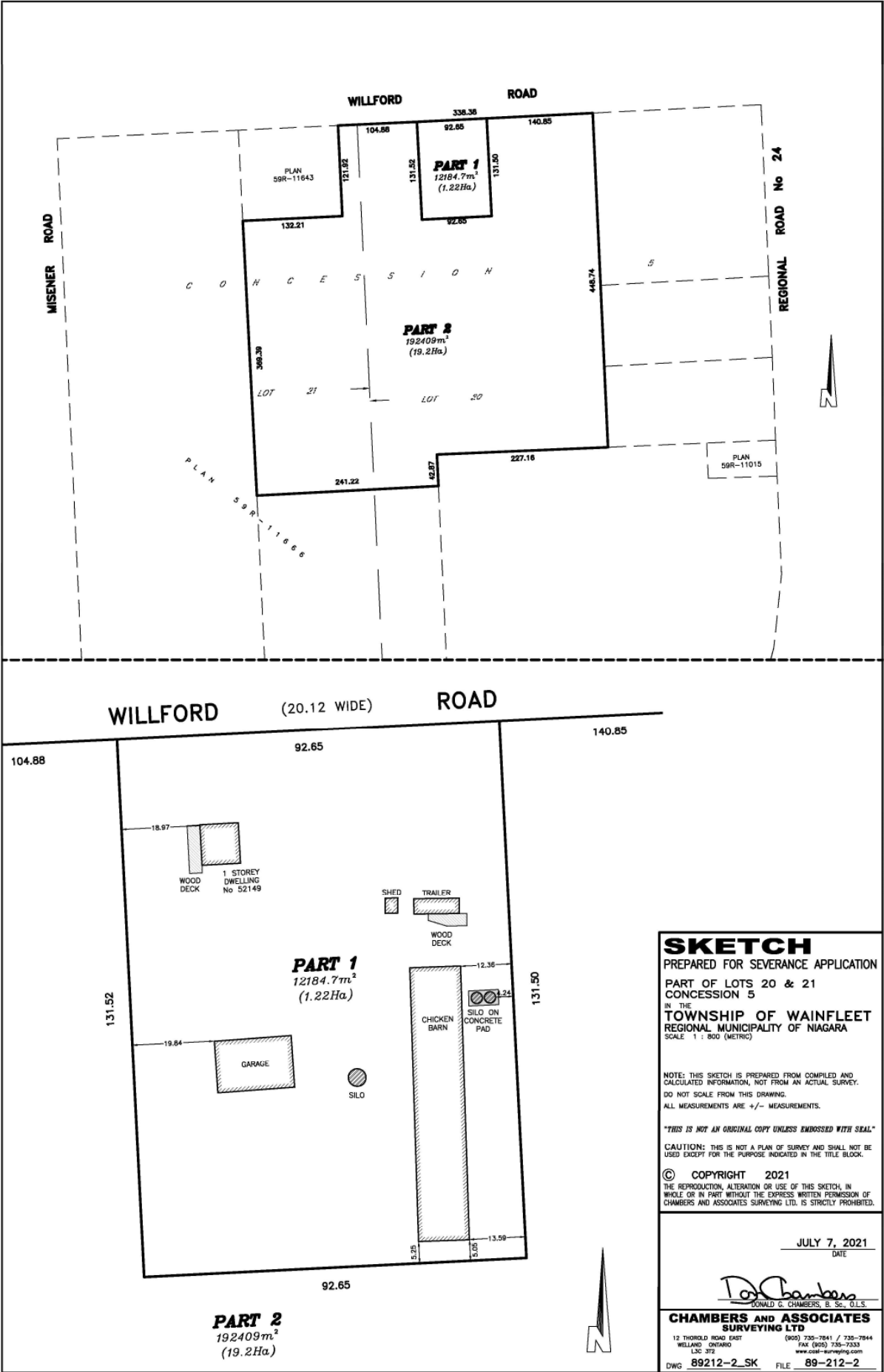
**TOWNSHIP OF
WAINFLEET**

Wainfleet – Find your countryside!

Date: October 2021

File No.: Z07/2021W

Schedule "C" – Severance Sketch



<p>Proposed Zoning By-law Amendment Application</p> <p>Z07/2021W</p> <p>Victor Samuel</p> <p>LandPRO Planning Solutions Inc. (Agent)</p>
<p>52149 Willford Road</p> <p>Part Lot 21, Concession 5</p> <p>2714 000 01100102</p>

<p>SEVERANCE SKETCH</p>
<p>TOWNSHIP OF WAINFLEET</p> <p><i>Wainfleet - Find your countryside!</i></p>
<p>Date: October 2021</p>
<p>File No.: Z07/2021W</p>



TOWNSHIP OF WAINFLEET
DELEGATION REQUEST FORM

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

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

Name: Steve Miller - Niagara Peninsula Conservation Authority	
Address: 250 Thorold Road, Welland	
Telephone: 905-348-3374	E-mail: smiller@npca.ca

Date of Meeting: October 26, 2021

Subject Matter to be Discussed:	NPCA's Big Forks Creek and Beaver Creek Floodplain Mapping Study Project Overview
Action Requested:	NPCA staff will give a short 10 minute presentation and be available to answer any questions.

Have you previously spoken on this issue?

Yes ☐ No ☒

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

Do you have material for distribution at the meeting?

Yes ☐ No ☒

If yes, specify:

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

Yes ☒ No ☐

If yes, specify: NPCA Beaver Creek and Big Forks Creek Presentation.pdf

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

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

Steve Miller

Signature

October 12, 2021

Date

Big Forks Creek and Beaver Creek Floodplain Mapping Study

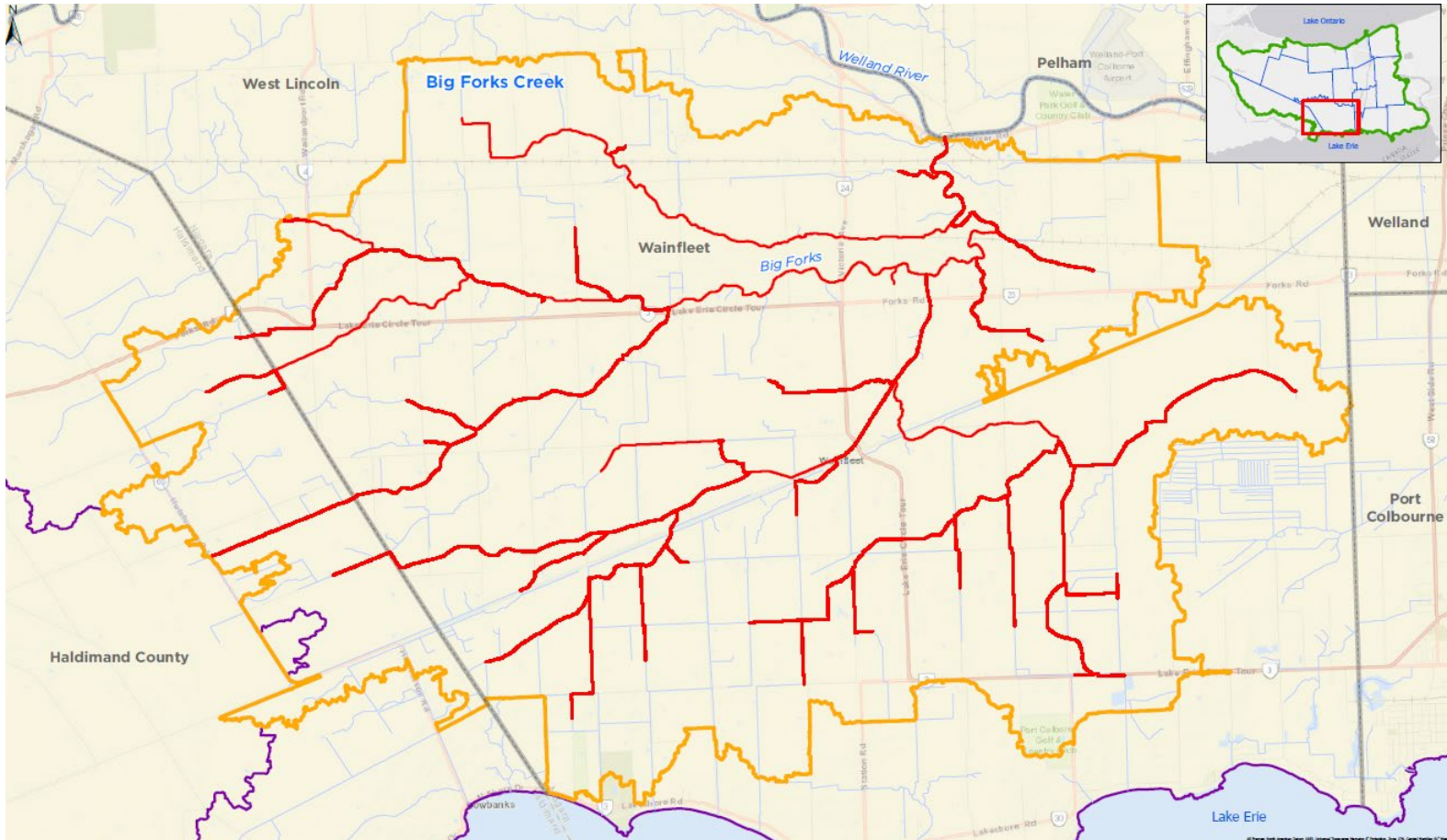
Project Overview



NIAGARA PENINSULA
CONSERVATION
AUTHORITY

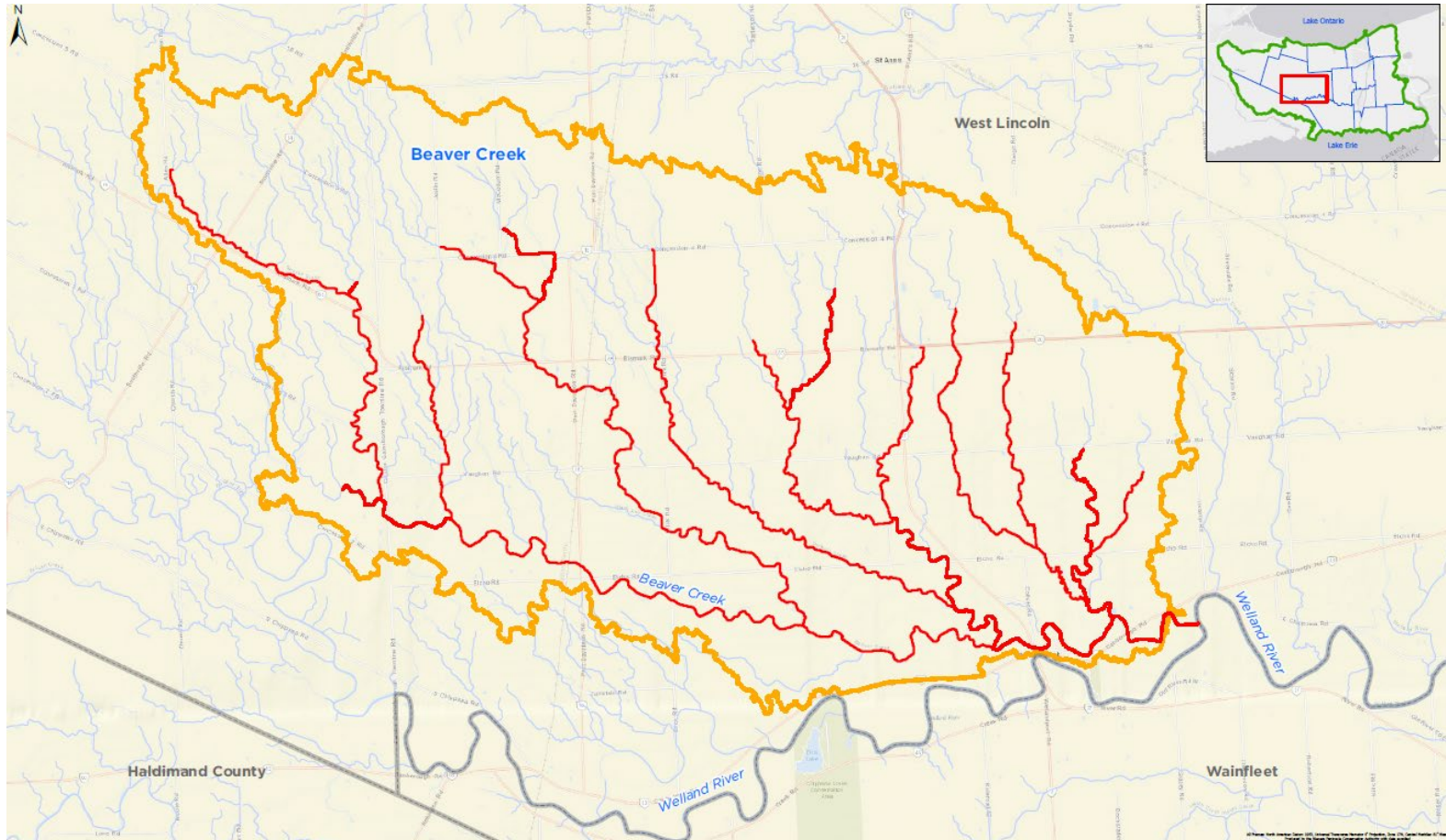
Steve Miller, P.Eng.
Senior Manager, Water Resources

Big Forks Creek (Wainfleet/Haldimand)



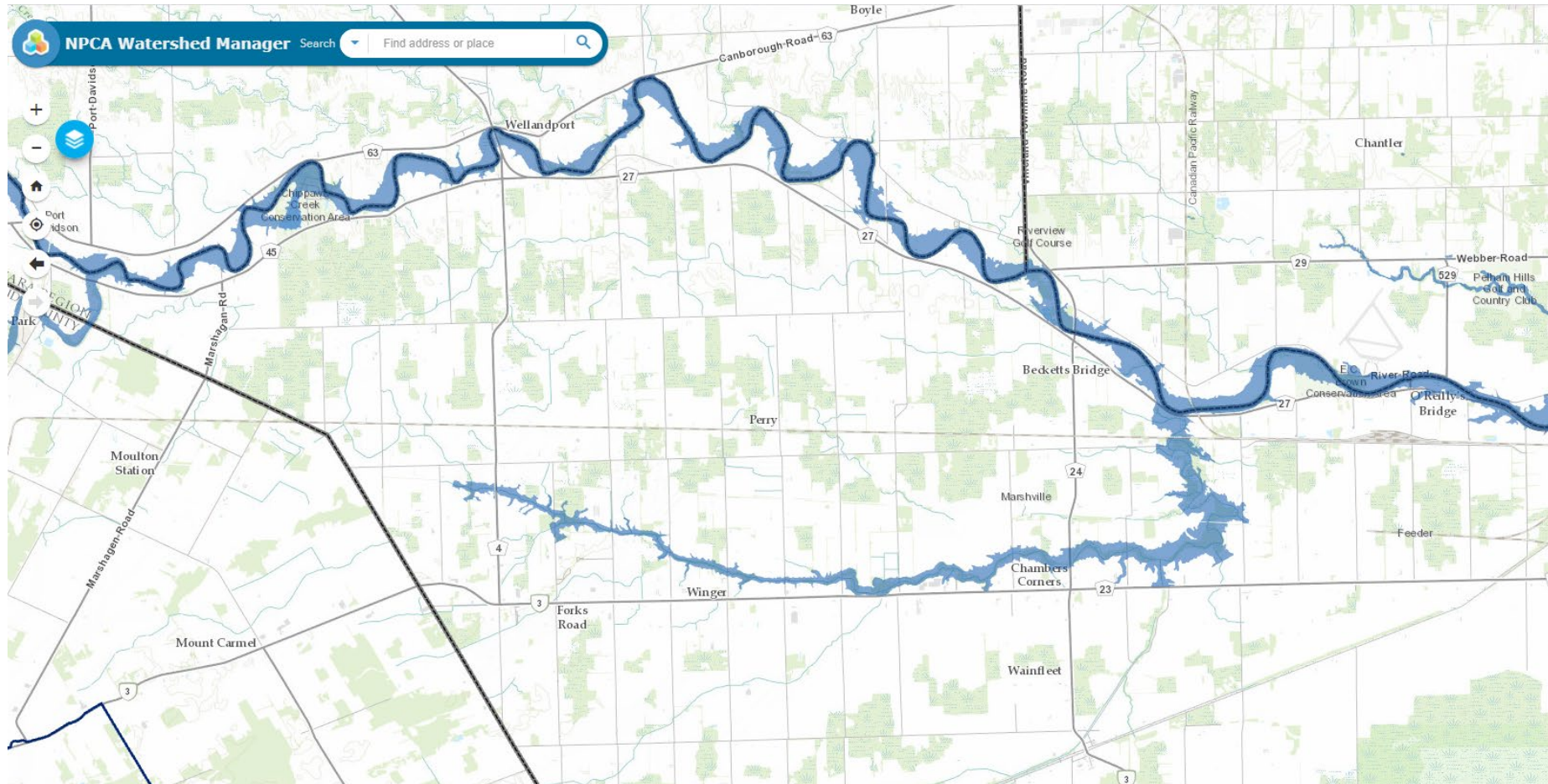
Approximately 110km of watercourse to be mapped

Beaver Creek (West Lincoln)



Approximately 74km of watercourse to be mapped

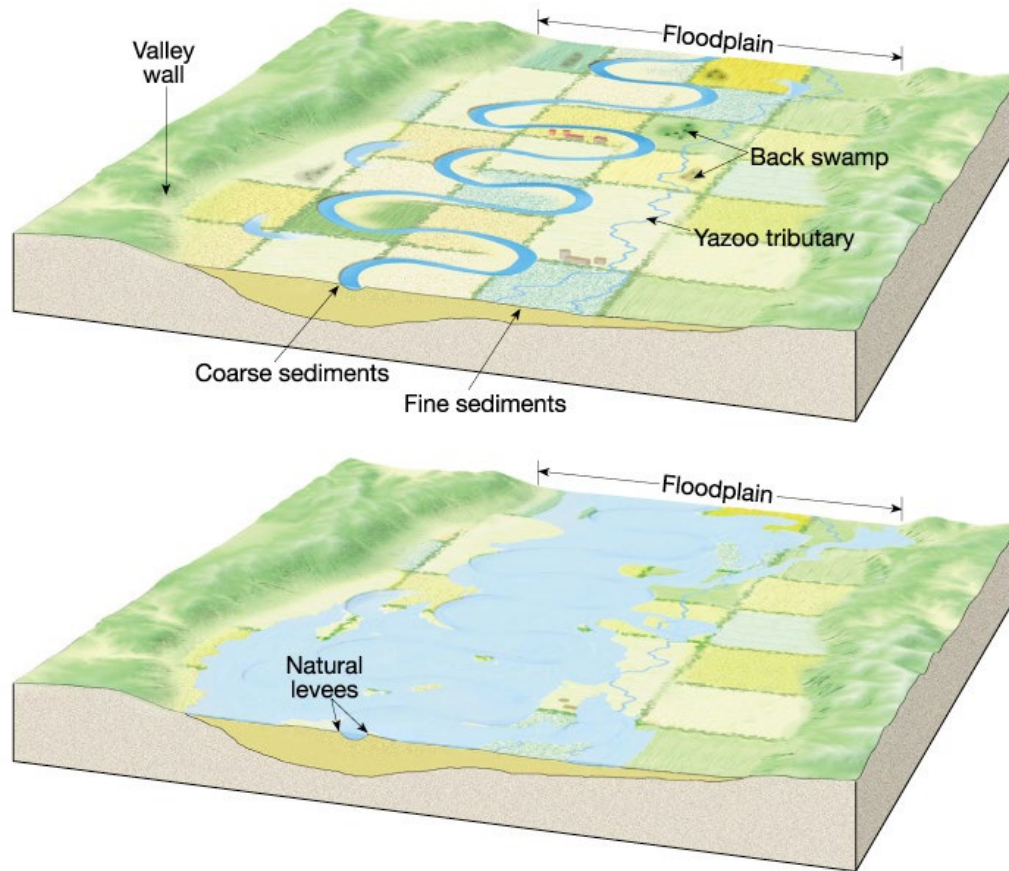
The Big Forks Creek floodplain was last mapped in 1986.



Question today
imagine tomorrow
create for the future



What is a Floodplain?



A floodplain is an area of land near a waterbody that is often flooded when that waterbody is too full. Floodplains are natural features that allow flood waters to spread across the landscape.

What is Floodplain Mapping?



Floodplain mapping is used to identify areas that may be susceptible to river flooding during large storm events. Floodplain mapping relies on field surveys and engineering analysis.

Why is Floodplain Mapping Important?

Reg. Road 45 – Wainfleet



Bartlett Creek – Beamsville



The first step to reduce the cost of flood damage within a community is to have mapping that accurately shows the flood hazard.

These maps help people and municipalities prepare for, and respond to, potential flooding.

What is the Regulated Flood Hazard?



The Regulated Flood Hazard is the extent of flooding associated with the 1 in 100-year storm event. This storm has a 1% chance of occurring in any given year.

In our area, this storm is roughly 100mm (4 inches) of rain falling over 12 hours.

There have been bigger storms...



In 1954, Hurricane Hazel inundated the Toronto region with 11 inches of rain over approximately 12 hours. 81 people were killed.

Public Information Session Media Campaign

- Print Advertising
 - Niagara This Week
 - Grimsby-Lincoln News
 - Port Colborne Leader
 - Farmers Monthly

Floodplain Mapping Info Session

Beaver Creek & Big Forks Creek

West Lincoln

Wainfleet

The NPCA would like to introduce the Beaver Creek and Big Forks Creek floodplain mapping project.

HOW TO PROVIDE FEEDBACK:

1. Visit getinvolved.npca.ca to submit questions and comments online.
2. Written comment can be sent to 250 Thorold Road West, Welland, L3C 3W2.
3. Comments can be emailed to smiller@npca.ca.
4. Attend the virtual information session.

Virtual Session

Wednesday, September 8



Please visit getinvolved.npca.ca for instructions on how to join the meeting.

The virtual meeting will run from 6 p.m. to 8 p.m.



NIAGARA PENINSULA
CONSERVATION
AUTHORITY

www.npca.ca
Phone: 905.788.3135 | Fax: 905.788.1121
250 Thorold Road West; 3rd Floor, Welland, ON L3C 3W2

For further discussion:
Steve Miller, P.Eng.,
Senior Manager of Water Resources
smiller@npca.ca
905-788-3135 x 231

Public Information Session Media Campaign

- Direct Mail via Canada Post
 - **12,160** postcards were sent out to the entire Townships of Wainfleet and West Lincoln.

FLOODPLAIN MAPPING INFO SESSION

You are receiving this notice because you are a property owner in the vicinity of ...

Beaver Creek & Big Forks Creek
West Lincoln Wainfleet



As per Ontario Regulation 153/04, the updated mapped flood lines may or may not impact what you can do on your property.

The NPCA would like to introduce the Beaver Creek and Big Forks Creek floodplain mapping project.

Your feedback is appreciated.

- Additional information can be found at GetInvolved.NPCA.ca.
- Attend the information session to learn about the process.
- Provide questions and comments as per details on the back of this postcard.



www.npca.ca | 905.788.3135

PLEASE SHARE WITH FRIENDS AND NEIGHBOURS.

WHY FLOODPLAIN MAPPING?

Living near a creek has many advantages, but it also exposes people to certain risks. One of the more serious risks is flooding. The impact of floods varies widely, from a minor inconvenience of a wet yard to the potential loss of life.

Managing flood risk starts by identifying the areas of land next to creeks and rivers that are prone to flooding.

The NPCA looks forward to receiving your feedback and working with you as we move through this important project.

HOW TO PROVIDE FEEDBACK:

1. Visit getinvolved.npca.ca to submit questions and comments online.
2. Written comment can be sent to 250 Thorold Road West, Welland, L3C 3W2.
3. Comments can be emailed to smiller@npca.ca.
4. Attend the virtual information session.

VIRTUAL INFORMATION SESSION:

Wednesday, September 8, 2021
Please visit getinvolved.npca.ca for instructions on how to join the meeting.

This meeting will provide information about the project and allow property owners and interested residents a chance to speak with the project team. The meeting will run from 6 p.m. to 8 p.m.

FOR FURTHER DISCUSSION:

Steve Miller, P.Eng.,
Senior Manager of Water Resources
smiller@npca.ca
905-788-3135 x 231

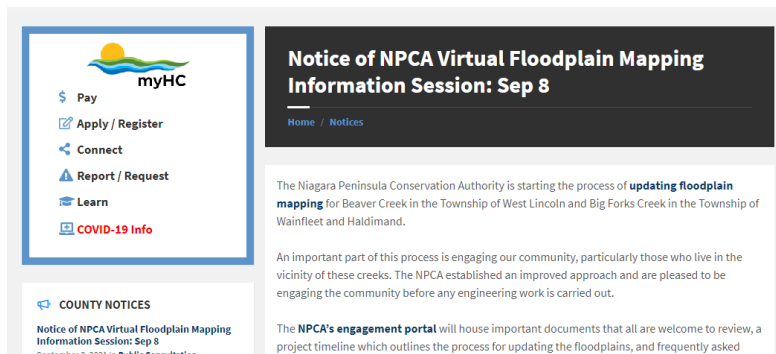


www.npca.ca | info@npca.ca
Phone: 905.788.3135 | Fax: 905.788.1121
250 Thorold Road West, 3rd Floor, Welland, ON L3C 3W2

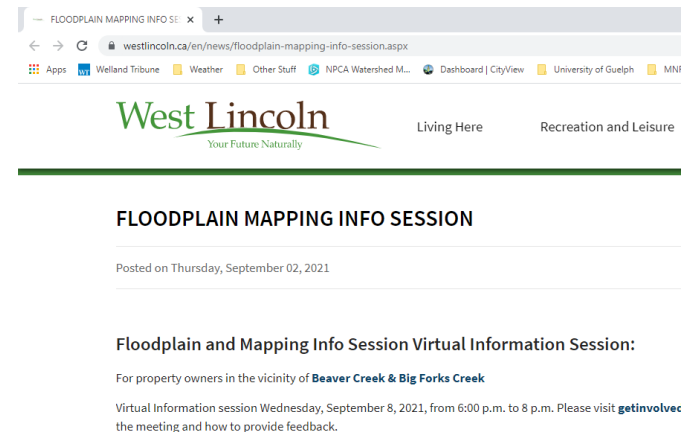
Public Information Session Media Campaign

- Municipal Resources

- The NPCA coordinated with Wainfleet, West Lincoln, and Haldimand to have the Public Information Session advertised on the Community Calendars.



The screenshot shows the myHC website. On the left, there is a sidebar with links: Pay, Apply / Register, Connect, Report / Request, Learn, and COVID-19 Info. Below this is a section for COUNTY NOTICES. The main content area has a dark header with the text "Notice of NPCA Virtual Floodplain Mapping Information Session: Sep 8". Below the header, there is a paragraph stating: "The Niagara Peninsula Conservation Authority is starting the process of updating floodplain mapping for Beaver Creek in the Township of West Lincoln and Big Forks Creek in the Township of Wainfleet and Haldimand." Another paragraph follows: "An important part of this process is engaging our community, particularly those who live in the vicinity of these creeks. The NPCA established an improved approach and are pleased to be engaging the community before any engineering work is carried out." At the bottom, it says: "The NPCA's engagement portal will house important documents that all are welcome to review, a project timeline which outlines the process for updating the floodplains, and frequently asked



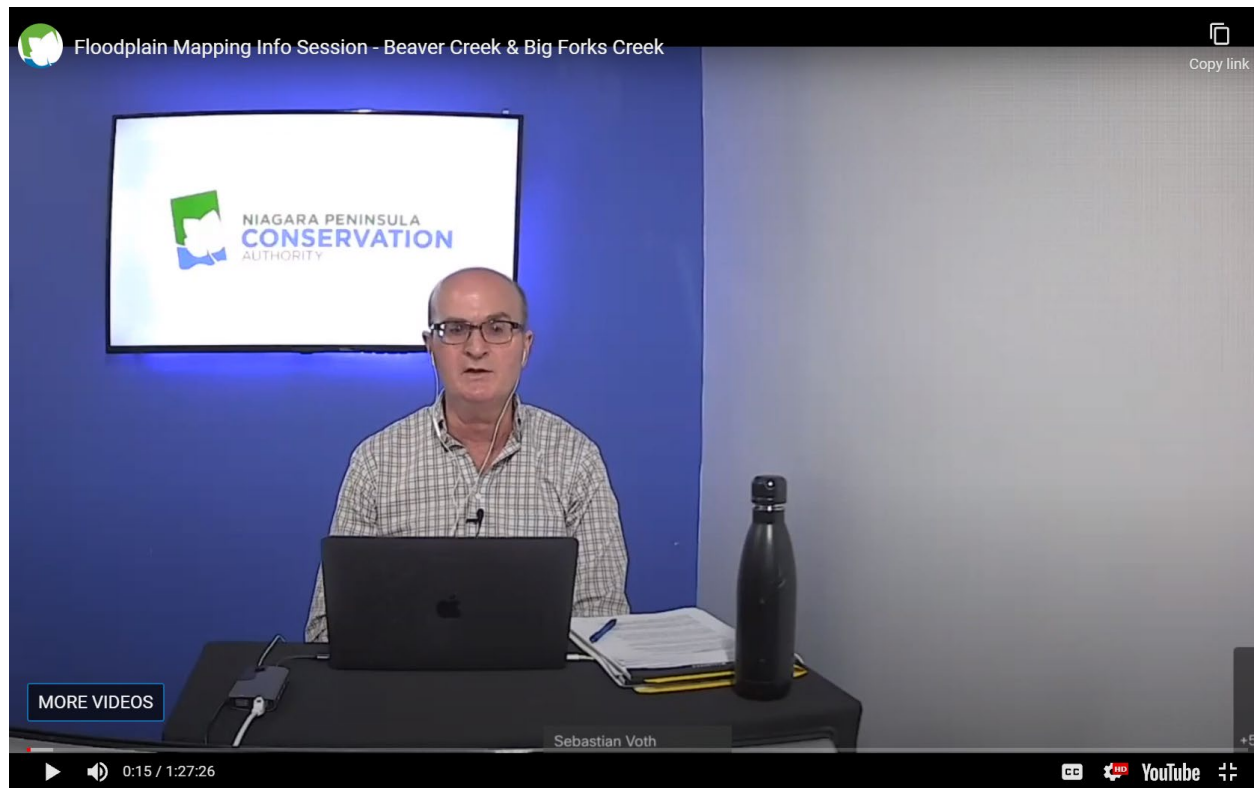
The screenshot shows the West Lincoln website. The header includes the West Lincoln logo and navigation links: Living Here, Recreation and Leisure. The main content area has a section titled "FLOODPLAIN MAPPING INFO SESSION". Below this, it says: "Posted on Thursday, September 02, 2021". Further down, there is a section titled "Floodplain and Mapping Info Session Virtual Information Session:". Below this, it says: "For property owners in the vicinity of Beaver Creek & Big Forks Creek". At the bottom, it says: "Virtual Information session Wednesday, September 8, 2021, from 6:00 p.m. to 8 p.m. Please visit [getinvolved](#) the meeting and how to provide feedback."



The screenshot shows the Wainfleet website. The header includes the Wainfleet logo and navigation links: Living Here, Recreation and Culture, Build and Invest, and Town. The main content area has a section titled "Floodplain Mapping Public Engagement Session - Big Forks Creek". Below this, it says: "Wednesday, September 8, 2021 6:00 p.m. - 8:00 p.m."

The Public Information Session

On Wednesday, September 8, 2021, the NPCA held a virtual Public Information Session from 6:00pm to 7:30pm to introduce this project to the public. 17 members of the public attended the event.



NPCA Project Webpage

<https://getinvolved.npca.ca/beaver-big-forks-creek-floodplain-mapping>

[Home](#) » [Beaver Creek & Big Forks Creek Floodplain Mapping](#)

Beaver Creek & Big Forks Creek Floodplain Mapping



Welcome to the Get Involved NPCA online engagement portal!

The Niagara Peninsula Conservation Authority is starting the process of updating floodplain mapping for Beaver Creek in the Township of West Lincoln and Big Forks Creek in the Township of Wainfleet.

An important part of this process is engaging our community, particularly those who live in the vicinity of these creeks. We have established an improved approach and are pleased to be engaging the community before any engineering work is carried out.

This portal will house important documents that all are welcome to review, a project timeline which outlines the process for updating the floodplains, and frequently asked questions.

Due to COVID-19, the first information session on September 8 will be offered virtually. Please note a second information session will take place in the spring to share an update on the project, and a third session will be hosted in the fall of 2022 to review NPCA Floodplain Mapping policies and share the final results of the project.

[*CLICK HERE TO SEE IF YOUR PROPERTY IS IN THE FLOODPLAIN MAPPING STUDY AREA*](#)

HOW TO GET INVOLVED & PARTICIPATE:

1. [Register](#) to attend the [Virtual Information Session on Sept. 8](#) to participate in these discussions.
2. If unable to attend, please check back on this portal as you will have the ability to watch the presentation and submit comments or questions.




STAY INFORMED

Subscribe for project updates

Subscribe

2 members of your community are following this project

Important Documents & Links

 [Click to see if your property is in the study area!](#)

Timeline & Virtual Information Sessions

NPCA Public Advisory Committee
June 17 2021

Where we go from here...

- Technical work begins.
- Field surveying and field measurements begin.
- 2 more Public Information Sessions tentatively planned for Spring 2022 and Winter 2022 using the same virtual format.



Thank you!



NIAGARA PENINSULA
CONSERVATION
AUTHORITY

Steve Miller, P.Eng.

smiller@npca.ca

Tel: 905-788-3135 ext. 231

TO: Mayor Gibson & Members of Council

FROM: William Kolasa, Chief Administrative Officer

DATE OF MEETING: October 26, 2021

SUBJECT: COVID-19 Impact Report

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-027/2021 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 entered Step 3 of the Province's "Roadmap to Reopen" on July 16, 2021 – and remains at this step today. Observed changes in daily cases and concerns regarding the implications of evolving "Variants of Concern" have caused the Province to pause the exit from the [Roadmap to Reopen](#) for the time being. On Friday October 22, 2021, the Province of Ontario was expected to release additional information and next steps for proceeding with its phased plan to safely reopen the province.

COVID-19 Vaccinations

Niagara continues to follow the Province of Ontario's vaccine distribution plan. Most recently, the Region has transitioned to community-based and pop-up clinics. This includes a number of recent successful "walk-in" vaccination clinics at the Wainfleet Firefighters' Community Hall. Currently scheduled upcoming vaccination clinics in Wainfleet include:

- October 27, 2021;
- November 13, 2021; and
- November 24, 2021.

Niagara Region maintains an up-to-date COVID-19 Vaccine Clinic Schedule on their website:

<https://www.niagararegion.ca/health/covid-19/vaccination/clinic-schedule.aspx>

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>

All residents continue to be encouraged to seek vaccinations to prevent the spread of COVID-19 and its variants.

Proof of Vaccination in Select Settings

The Township continues to adhere to provincial requirements regarding screening of patrons entering municipal facilities, including the Wainfleet Arena. Beginning on October 22nd, Ontario has made an enhanced digital vaccine certificate available with a unique QR (Quick Response) code and accompanying verification application that will allow users to securely and safely verify their vaccination status when scanned. Patrons will be able to provide a paper copy of their receipt or a digital copy of their enhanced vaccine certificate with QR code to provide proof of vaccination.

In addition to the proof of identity and proof of vaccination, "regular" COVID-19 screening protocols (including contact tracing) also remain in effect (<https://covid-19.ontario.ca/self-assessment/>) at certain facilities (including the Arena) and must be completed before patrons being permitted into the facilities. T

The Province also recently amended capacity limits for a variety of indoor facilities, increasing capacities subject to patrons being able to maintain a 2 metre separation distance from other patrons (masks are still required to be worn while indoors in such facilities).

The Reopening Ontario (A Flexible Response to COVID-19) Act, 2020, includes enforcement provisions, as well as charges and fines for individuals and corporations (including the Township) for non-compliance.

Conclusion

The COVID-19 pandemic continues to pose a 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 been manageable within the community and Niagara Region, 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 Township's Emergency Control Group continues 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 at this time.

OTHERS CONSULTED:

- 1) Emergency Control Group

ATTACHMENTS:

- None.

Respectfully submitted and approved by,

William J. Kolasa
Chief Administrative Officer

TO: Mayor Gibson & Members of Council

FROM: Meredith Ciuffetelli, Deputy Clerk

DATE OF MEETING: October 26, 2021

SUBJECT: **Closed Meeting Investigator Contract Renewal with Local Authority Services Limited**

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-028/2021 respecting Closed Meeting Investigator Contract Renewal with Local Authority Services Limited be received; and

THAT the current contract between the Township of Wainfleet and Local Authority Services Limited for Closed Meeting Investigator Services be renewed for a two year term, ending on December 31, 2023.

EXECUTIVE SUMMARY:

Since 2008, the Township of Wainfleet has retained Local Authority Services Limited (LAS) to provide closed meeting investigator services for the Township. The current contract provides for an automatic renewal with the option to opt out by January 31, 2022.

LAS undertook a review of its program fees and advised that the annual retainer fee would remain at \$200.00 plus HST. The investigation fee is set to vary between \$325.00 - \$725.00 per hour, depending upon the complexity of the investigation required. LAS is proposing to maintain the same fee schedule for 2022 agreement.

BACKGROUND:

LAS was created in 1992 by the Association of Municipalities of Ontario to provide competitively-priced, sustainable and cooperative business services for Ontario municipalities and the broader public sector. It is incorporated as a not-for-profit organization and works with the broader public sector to help realize lower costs, higher revenues and enhanced staff capacity through cooperative procurement efforts and innovative training, programs and services.

In response to municipal needs, LAS offers Closed Meeting Investigative Services to any interested Ontario municipality. Currently 154 local government offices take advantage of this program. The program helps municipalities proactively respond to changes made to the *Municipal Act, 2001* relating to 'Closed Meeting' Investigations. These changes allow for any person to request that an investigation be undertaken

respecting whether a municipality, local board, or a committee of either, has complied with the closed meeting rules contained within the Act.

LAS conducted meeting investigations for the Township in 2008, 2009 and 2012. Since then, no formal complaints have been registered; however, staff utilize many of the on-going educational components relating to the "Closed Meeting" provisions as well as the opportunity to review and access completed reports via the password protected website.

OPTIONS/DISCUSSION:

The *Municipal Act, 2001*, provides municipalities with explicit authority to appoint an investigator to independently examine a complaint made by any person, as to whether or not the municipality or local board has complied with section 239 or procedural bylaw under subsection 239(2) in respect to a meeting or part of a meeting that was closed to the public, and to report on the investigation. In the absence of a municipally appointed investigator, the investigation will be conducted by the Provincial Ombudsman.

Investigations are intended to be unbiased, credible and fair. Reports provide valuable educational information to help municipalities improve their operations and increase overall transparency.

As noted previously, LAS offers on-going quality educational components as well as the ability to connect with LAS/Aird & Berlis LLP representatives to answer periodic high-level questions about any closed meeting concerns and/or questions the Township may have.

FINANCIAL CONSIDERATIONS:

LAS and Aird & Berlis LLP have undertaken a review of all program fees and confirm that the annual retainer fee will be continue at \$200.00 plus HST and the investigation fee will vary between \$325.00 - \$725.00 per hour. The hourly fee varies dependent upon the LAS/A&B staff leading the effort and are only payable in the event of a closed meeting investigation.

OTHERS CONSULTED:

- a) Strategic Leadership Team

ATTACHMENTS:

- a) Appendix "A" – Local Authority Services Limited Agreement

Respectfully submitted by,

Approved by,

Meredith Ciuffetelli
Deputy Clerk

William J. Kolasa
Chief Administrative Officer/Clerk

INVESTIGATOR SERVICES AGREEMENT

This Agreement made this _____ day of _____, 2021

BETWEEN

**The Corporation of the Township of
Wainfleet (the “Municipality”)**

- and -

**Local Authority Services
 (“LAS”)**

(each a “Party” and together the “Parties”)

RECITALS

WHEREAS effective January 1, 2008, section 239.1 of the Municipal Act, 2001, as amended (the “Act”), will permit a person to request an investigation of whether a municipality or local board has complied with section 239 of the Act and/or a procedure by-law enacted pursuant to subsection 238 (2) of the Act in respect of a meeting or part of a meeting that was closed to the public;

AND WHEREAS the investigation of the relevant municipality or local board must be undertaken by an Investigator appointed by the municipality pursuant to sections 9, 10, 11, and 239.2 of the Act or by an Ombudsman appointed pursuant to the Ombudsman Act if the municipality has not appointed an Investigator under the Act;

AND WHEREAS the Municipality deems it desirable that all requests for an investigation be undertaken in the public interest by an appointed independent and impartial investigator (the “Investigator”);

AND WHEREAS the Municipality deems it desirable to appoint LAS as the Investigator to review, investigate and/or report on all requests received by the Municipality after the date of this agreement pursuant to the Act, respecting any meeting of the Municipality's

Council, a local board, or a committee of either of them (the “InvestigatorServices”);

AND WHEREAS LAS is dedicated to providing services to Ontario municipalities, and is interested in acting as the Investigator for the Municipality on the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

Appointment

Pursuant to the Act, the Municipality hereby appoints LAS to provide the Investigator Services in accordance with the Act, for all requests for an investigation of the Council and committees of the Municipality and, the local boards, and/or their committees. For the purposes of this Agreement, “committee” and “local board” shall have the meanings as defined in subsection 238(1) of the Act.

Within thirty (30) days of the execution of this Agreement, the Municipality hereby agrees to provide to LAS or its delegate a list of all of the local boards and committees to whom this Agreement applies. The Municipality further agrees to give notice in writing of this Agreement and the appointing by-law to each of the local boards and/or committees affected by this Agreement.

Powers

The Municipality hereby grants to LAS those powers and duties outlined in section 239.2 of the Act, and as set out in Schedule “A” to this Agreement.

LAS agrees to undertake timely, impartial, and independent investigations and they shall be confidential as required by clause 239.2(5)(b) of the Act.

The Municipality hereby agrees that the Investigator Services provided by LAS or its Delegate may commence prior to a formal investigation commencing and include the provision of assistance and communication to persons seeking to file requests under section 239.1 of the Act and to Municipalities, local locals and committees with respect to such requests, including advice, assistance and communication following the delivery of a final report; the research and determination of whether LAS or its Delegate has jurisdiction to undertake an investigation with respect to any council, local board or committee; the review and possible summary dismissal of requests that cannot reasonably sustain or warrant a

full investigation; and all services reasonably related and responsive to any request, or any investigation undertaken under section 239.1 of the Act.

1. The Parties agree not to disclose any confidential information related to the Services to any party (other than a Party's legal counsel, accountants or other advisors who have a need to know such information and have agreed to keep such terms confidential) except information as agreed to by the parties or to comply with any applicable law. Either Party shall be entitled to all remedies available at law or in equity to enforce or seek relief in connection with this confidentiality obligation.

Delegation

2. The Parties acknowledge and agree that LAS, pursuant to subsection 239.2(6) of the Act, may delegate all of its powers and duties as Investigator to a third party (the "Delegate"). Any and all rights and obligations of LAS under this Agreement shall also be assigned to the Delegate accordingly. LAS agrees to promptly notify the Municipality of the name of the Delegate.

3. Each Party to this Agreement agrees to indemnify and save harmless the other (hereinafter referred to as the "Innocent Party") from and against all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever or which may be incurred, sustained or paid by the Innocent Party in consequence of the defaulting Party's (or their Delegate's) willful misconduct, negligence, bad faith, non-performance or breach of any of the terms, conditions, representations, warranties, covenants or any provision under this agreement, provided that the Innocent Party shall give prompt written notice of any such liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature, to the defaulting Party. Nothing in this Agreement shall be interpreted as conferring liability on an Innocent Party for the willful misconduct, gross negligence, or bad faith of the defaulting Party or their Delegate.

Process

4. Upon receipt of a request for an investigation regarding the Meeting, which may be filed with the Clerk of the Municipality or directly with LAS or its Delegate, it is agreed that the Clerk of the Municipality shall forthwith forward the following documents to LAS or the Delegate, as appropriate:

- (a) The original request for an investigation;

- (b) A certified copy of the municipal procedure by-law and, if applicable, the procedure by-law for the local board;
- (c) A certified copy of the municipal notice by-law and, if applicable, the notice by-law for the local board;
- (d) A certified copy of the agenda with all relevant attachments relating to the Meeting;
- (e) A certified copy of the notice given for the Meeting;
- (f) A certified copy of the minutes of the Meeting;
- (g) A certified copy of any recording (audio or audio-visual of the Meeting);
- (h) A contact list for all members of the Council, local board or committee for which the request is made and for all persons present at the Meeting;
- (i) Such other information or documentation that the Clerk of the Municipality deems relevant; and
- (j) Such other information or documentation that LAS or the Delegate may from time to time deem relevant to the request.

The Municipality agrees that a review or investigation by LAS or the Delegate cannot commence or continue until all of the above-noted documents have been provided.

Fees

5. The Municipality agrees to pay fees and expenses of LAS or the Delegate for the Investigator Services (the “Fees”):

- (i) An administrative fee of Two Hundred Dollars (\$200) per term plus applicable taxes, payable upon execution of this Agreement;
- (ii) An hourly investigation fee as outlined in Schedule B of this Agreement plus all applicable taxes;
- (iii) All legal fees incurred by LAS or the Delegate arising out of a claim made by a third-party regarding this Agreement or any legal proceeding related to the Investigator Services, including judicial review or other challenge to an investigation, report or related matter; and
- (iv) All reasonable expenses incurred during the course of providing the Investigator Services, including but not limited to any costs associated with transportation, accommodation, meals, report preparation including

translation or AODA accommodation costs where appropriate, and out-of-pocket administrative costs.

6. The investigation fee shall be billed by LAS or its Delegate, as appropriate.
7. The administrative fee shall be billed by LAS.
8. Any investigation fee submitted by the Delegate shall be deemed to be a debt owed to both LAS and the Delegate until paid in full.

Additional Services Provided by LAS or the Delegate

9. LAS agrees to maintain, or cause the Delegate to maintain, a website to which the Municipality shall have access during the Term. The website will include the following features:

- (A) Information and updates on closed meeting procedures;
- (B) The panel of personnel hired by LAS or the Delegate to fulfill the Investigator Services, including experience; and
- (C) Access to all reports made by LAS or the Delegate.

10. Upon execution of this Agreement by the Parties, LAS agrees to provide the Municipality with an information package including but not limited to: an appointing by-law, educational materials, etc.

Term

11. The term of this Agreement shall be two (2) years commencing on the first day of January 2022, or any later day as agreed upon by the Parties and ending on December 31, 2023 (the "Term").

Renewal

12. Subject to Section 15 herein, this Agreement shall automatically renew from year to year unless and until terminated by either Party upon ninety (90) days prior written notice on the same terms and conditions contained herein except that the administrative fee and investigation fee may be adjusted by LAS or its Delegate, in its sole discretion, acting reasonably. LAS agrees to invoice the Municipality for the administrative fee related to the renewal period at least ninety (90) days prior to the commencement of the renewal term and the Municipality agrees to pay such invoice at least thirty (30) days prior to the commencement of the renewal term.

Termination

13. This Agreement may be terminated by either Party on ninety (90) days written notice to the other Party provided that any investigations commenced prior to the termination date shall be completed pursuant to this Agreement and the appointing by-law, and all related Fees shall be paid as set out herein.

Dispute Resolution

14. Any controversy, dispute, difference, question or claim arising between the Parties in connection with this Agreement that cannot be resolved by a manager from each Party (collectively, the “Dispute”) shall be settled in accordance with this Article.

15. The aggrieved Party shall send the other Party written notice identifying the Dispute, its position on the Dispute and the remedy sought. Upon receipt of such written notice, a senior officer of the other Party shall enter into good faith negotiations with a senior officer of the aggrieved Party to resolve the Dispute.

16. If the Dispute has not been resolved within thirty (30) days after such written notice has been given, either Party may avail itself of any process or means legally available to resolve the Dispute.

Miscellaneous

17. All provisions herein shall ensure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

18. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In respect of any provision so determined to be unenforceable or invalid, the Parties agree to negotiate in good faith to replace the unenforceable or invalid provision with a new provision that is enforceable and valid in order to give effect to the business intent of the original provision to the extent permitted by law and in accordance with the intent of this Agreement.

19. This Agreement, including any Schedule attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior agreements, undertakings, declarations, commitments, representations, written or oral, in respect thereof. This Agreement shall be read with all changes of gender or number required by the context.

20. No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the Parties and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

21. Each of the Municipality and LAS shall from time to time execute any and all documents and perform such other acts as may be necessary or expedient to further the purposes of this Agreement and the transactions contemplated hereby.

22. Time shall be of the essence of this Agreement.

23. The Municipality and LAS are not and shall not be deemed to be partners or joint venturers with one another and nothing herein shall be construed so as to impose any liability as such on any of them. The Municipality agrees that LAS shall perform its obligations under this Agreement as an independent contractor, and shall not be deemed to be a trustee for any person, whether or not a party to this Agreement, in connection with the discharge by LAS of such obligations.

24. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein.

25. All notices which may be necessary or proper for either Party to serve upon the other shall be served by delivery to the Party to whom the notice is to be given or sent postage pre-paid to the following addresses or by facsimile transmission to the facsimile number set out below.

To the Municipality:

Facsimile Number:

To LAS:

200 University Avenue, Suite 801
Toronto, Ontario M5H 3C6

Facsimile Number: (416) 971-6191

All such notices shall be conclusively deemed to have been given and received upon the day the same is personally delivered or, if mailed or sent by facsimile as aforesaid, three (3) business days after the same is mailed as aforesaid. Either Party may at any time by notice in writing to the other change its address for service of notice.

26. This Agreement may be executed in several counterparts, each of which so executed being deemed to be an original, and such counterparts together shall

constitute but one and the same instrument and notwithstanding their date of execution shall be deemed to be made and dated as of the date hereof.

27. This Agreement may be executed by the Parties electronically in accordance with the Electronic Commerce Act, 2000, S.O. 2000, c. 17.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Municipality and LAS have respectively executed and delivered this Agreement as of the date first set out above.

Municipality

Mayor

Clerk

I have authority to bind the corporation

Local Authority Services

Judy Dezell
Director Enterprise Centre, Business
Partnerships & LAS

I have authority to bind the corporation

SCHEDULE “B”

LAS and Aird & Berlis LLP hereby agree to the following fee schedule to be charged to Clients during the term of this agreement.

* Aird & Berlis LLP shall charge Clients an hourly rate as outlined in the table B.1 plus reasonable expenses, including but not limited to any costs associated with transportation, accommodation, meals, and out-of-pocket administrative costs, printing, photocopying and scanning charges, and applicable taxes.

B.1 – Hourly Investigation Fees

Review Officers	Hourly Investigation Fee (excluding expenses and mileage)
John Mascarin	\$795.00*
Meghan Cowan	\$525.00*
Laura Dean	\$495.00*
Meghan Barrett	\$475.00*
Matthew Helfand	\$375.00*
John Pappas	\$350.00*

TO: Mayor Gibson & Members of Council

FROM: Meredith Ciuffetelli, Deputy Clerk

DATE OF MEETING: October 26, 2021

SUBJECT: 2022 Council Meeting Schedule

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-029/2021 respecting 2022 Council Meeting Schedule be received;

AND THAT the 2022 Council Meeting Schedule outlined in the report be confirmed and adopted.

EXECUTIVE SUMMARY:

The purpose of this report is to seek Council direction regarding the establishment of a 2022 Council meeting schedule.

BACKGROUND:

According to the Township's Procedural By-law, Council meetings are to be scheduled every third Tuesday, beginning with the first Tuesday in January at 7:00 p.m., unless Council, by resolution, directs otherwise.

A review of the 2022 meeting schedule prescribed by the Procedure By-law has been undertaken to potentially identify and accommodate scheduling conflicts, including conflicts with statutory holidays and other events of important corporate impact (for example, significant municipally-related events such as the Association of Municipalities of Ontario Conference).

If Council supports the adoption of the proposed schedule, Members should be aware that special meetings of Council may be required to be called from time to time if urgent business arises requiring Council's attention.

OPTIONS/DISCUSSION:

At this time, staff therefore propose the following 2022 Regular Council Meeting Schedule:

January 4 & 25	July 12
February 15	August 2
March 8 & 29	September 6 & 27
April 19	November 1
May 10, 31	December 13
June 21	

Staff also propose a special Capital Budget Meeting to be held on March 14, 2021; a special Operating Budget Meeting to be held on March 16, 2021; and would propose reserving March 22, 2021, as a General Budget Review meeting, if required. With this schedule, the 2021 budget could be formally adopted at the Regular Council meeting of March 29, 2022.

Additional key dates to note:

August 19 – Nomination Day (First day nominations may be filed)
October 24 – Election Day
November 15 – New Term of Office Commences
November 22 – Inaugural Meeting of Council

It is recommended that Council not hold a Regular Meeting in October due to the extensive amount of work and staff time required for the planning and execution of the 2022 Municipal Election.

FINANCIAL CONSIDERATIONS:

Although there are costs associated with the conduct of Council meetings (staff time, streaming costs, etc.), there are no direct financial implications related to the establishment of a 2022 Meeting Schedule.

OTHERS CONSULTED:

- 1) Strategic Leadership Team

ATTACHMENTS:

- 1) Appendix "A" – 2022 Draft Council Meeting Schedule

Respectfully submitted by,

Approved by,

Meredith Ciuffetelli
Deputy Clerk

William J. Kolasa
Chief Administrative Officer/Clerk

2022 - Council Meeting Schedule

January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	Council Meeting
	Budget Meeting
	Holiday

	ROMA Conference
	FCM Conference
	AMO Conference
	OGRA Conference

	Nomination Day
	Term of Office
	Election Day
	Inagural Meeting

ADMINISTRATIVE STAFF REPORT

ASR-030/2021

TO: Mayor Gibson & Members of Council
FROM: Mallory Luey, Manager of Corporate Services/Treasurer
DATE OF MEETING: October 26, 2021
SUBJECT: 2021 Third Quarter Capital Project Update

RECOMMENDATION(S):

THAT Administrative Staff Report 030/2021 regarding Capital expenditures to date be received for information.

BACKGROUND:

During 2021 budget deliberations Council approved a Capital Budget which consisted of twenty three projects. The total value of the projects approved for 2021 was \$5,570,989 and at the end of the third quarter expenses of \$1,827,900 had incurred.

Most projects have commenced and are nearing completion as at September 30th. Nine of the twenty-three projects are considered complete to date. At this time, staff are anticipating that the Township's overall capital program will be completed on or under budget at year end.

Funding and Grants

Three of the approved projects have not commenced as Staff are waiting for the funding agreements or approvals on external grants applied for or received.

OPTIONS/DISCUSSION:

None.

FINANCIAL CONSIDERATIONS:

None.

OTHERS CONSULTED:

Senior Management Team.

ATTACHMENTS:

- 1) Appendix "A" - 2021 Capital Project Update

Respectfully submitted by,

Approved by,

Mallory Luey
Manager of Corporate Services/Treasurer

William J. Kolasa
Chief Administrative Officer

Appendix "A" 2021 Capital Project Update

Description	Account Name	Budget Amount	Q2	Q3	Under Budget (Over Budget)	Complete
IT Update	Admin Cap	55,100	28,599	9,447	17,053.86	
Integrated Library System Upgrade	Library - Integrated System Upgrade	20,453	-		20,453.00	
Various Road Asphalt Patching	Asphalt Patch CAP	50,000	-		50,000.00	
Road Resurfacing - Moore Rd	Moore Rd	50,000	-	19,899	30,101.36	Yes
Road Resurfacing - Youngs Rd N	Youngs Rd	94,700	-	57,545	37,154.57	Yes
Road Resurfacing - Maplewood	Maplewood Dr	213,000	83,909	11,764	117,326.99	
Road Resurfacing - Woodland	Woodland Dr	153,500	8,528	75,714	69,258.07	
Bridge Work/ Guiderails	Bridges/Guardrails	1,000,500	133,949	90,903	775,648.36	
Lakeshore Retaining Wall Phase 2	Shoreline Protection	717,740	15,292	195,938	506,510.00	
Lake Erie Storm Restoration	Halloween Storm Project	81,532	-	7,829	73,703.35	
Large Culverts	Large Culverts	223,889	-	12,846	211,042.72	
Sign Reflectivity Study	Sign Reflectivity Study	18,000	15,835		2,165.00	Yes
Fleet Replacement-Backhoe	Equipment Purchases Rds Cap	164,500	-	143,990	20,509.53	Yes
Fleet Replacement-Pickup Truck	Equipment Purchases Rds Cap	33,000	33,333		-333.00	Yes
Fleet Replacement-Fire Pumper	Fire Truck Replacement	600,000	610,560		-10,560.00	Yes
Operations Building Repairs	Bldg Operations Centre	19,000	29,743		-10,743.00	Yes
Townhall Repairs	Bldg Municipal Office	179,650	10,774	1,483	167,392.60	
Firehall 3 Repairs	Buildings Firehall #3	50,000	5,199	32,957	11,844.31	
Firehall 4 Repairs	Buildings Firehall #4	70,000	14,255	37,729	18,016.41	
Alarm System Upgrade Firehalls	Contract Equipment Bldg Stn 5	12,000	11,003		997.00	Yes
Library Facility Repairs	Bldg. Library	22,000	2,508	7,198	12,293.74	
Storm Sewers-Arena, Library, Firehall	Storm Sewer Repairs	46,300	52,298	407	-6,405.04	
Rural Water Supply Program	Rural Water Supply	10,000	-		10,000.00	
PPE (bunker gear)	Fire Personal Protective Equipment	42,000	13,179	9,637	19,184.33	
Annual Capital Fire Equip Program	Fire Cap Equipment Purchase	40,000	25,646	18,004	-3,650.29	Yes
Baseball Diamond Backstop	Recreation	16,000	-		16,000.00	
Recreation Complex	Recreation Complex	1,588,125	-		1,588,125.00	
TOTAL		5,570,989	1,094,610	733,290	3,743,089	



Memo

To: Mayor Gibson & Members of Council

From: Meredith Ciuffetelli, Deputy Clerk

Date: October 26, 2021

Re: Election Sign By-law

The Township's election signs are currently regulated by Sign By-law No. 001-2010, which was last amended in 2018 and regulates the erection of signs for Federal, Provincial, Regional and Municipal Elections.

Following the 2018 Municipal Election, there were a number of suggestions proposed by candidates and staff that warranted further review of the Township's Election sign regulations.

The proposed new Election Sign By-law addresses a few minor changes including the update of definitions, clearly defining election sign restrictions on public and private properties, and ensuring consistency with local area municipalities Election Sign By-laws where possible.

Attachments:

1. By-law No. 001-2010 – Election Sign By-law
2. By-law No. 0XX-2021 – Proposed Draft Election Sign By-law

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET
BYLAW NO. 001-2010 (AS AMENDED)**

Being a bylaw to regulate the erection of signs for
Federal, Provincial, Regional and Municipal
Elections.

WHEREAS, Section 9 of the *Municipal Act*, S.O. 2001, c.25, as amended, 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:

AND WHEREAS Section 11(3) of the *Act* provides that a lower tier municipality may pass bylaws respecting structures, including fences and signs;

AND WHEREAS the powers conferred under Section 8 and 11 shall be exercised by bylaw;

AND WHEREAS Section 99 specifically sets out the guidelines relating to the passing of bylaws relating to signs and advertising devices;

AND WHEREAS the Corporation of the Township of Wainfleet deems it to be in its best interest and for reasons of public safety to enact a bylaw to regulate the erection of signs for Federal, Provincial, Regional and Municipal elections;

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

1. **DEFINITIONS:**

In this bylaw,

- (a) **“Candidate”** ~~shall mean any person who has met the requirements as set out in applicable law to be declared a candidate for election to a Federal, Provincial or Municipal Office.~~ any person who has met the requirements as set out in applicable law to be declared a candidate for election to a Federal, Provincial or Municipal Office and shall include any Third Party Advertisers registered in accordance with applicable election legislation.
- (b) **“Clerk”** means the Clerk or Deputy Clerk of the Corporation of the Township of Wainfleet.
- (b) **“Election Sign”** means any sign ~~used by a candidate for the purpose of promoting himself or herself for election to a Federal, Provincial or Municipal Office.~~ or advertising device that has the purpose of promoting or supporting or opposing a candidate(s) or a “yes” or “no” to a question on a ballot in a Federal, Provincial or Municipal Election.
- (c) **“Municipal Bylaw Enforcement Officer”** means a municipal bylaw enforcement officer appointed by Council of the Corporation of the Township of Wainfleet whose duties include the enforcement of Township bylaws including regulations in respect of election signs.

- (d) **“Road Allowance”** means the allowance for a public road and includes the traveled and untraveled portions of the road allowance, the road shoulders and ditches.

2. **TIMING:**

- 2.1 Election signs for a municipal election or by-election shall not be erected or displayed until the close of nominations as defined by the Municipal Elections Act in a municipal election year.
- 2.2 Election signs shall not be erected or displayed for a federal or provincial election until the day that the writ of election is issued.
- 2.3 Despite Sections 2.1 and 2.2, elections signs may be erected on campaign headquarters once the candidate has filed his or her nomination papers and paid the required filing fee. For the purpose of this section, a candidate may designate only one building or part thereof in the municipality as his or her headquarters at any one time and must advise the Clerk, in writing, of the address of his or her headquarters prior to erecting the signs authorized by this section.
- 2.4 Candidates shall ensure that all election signs are removed within forty-eight (48) hours after the day of the election and failing such shall be removed forthwith by municipal staff at the candidate's expense (see subsection 4.2).

3. **GENERAL**

- 3.1 No permit shall be required for the erection of election signs,
- 3.2 Election signs may be erected in any zone within the Township, with the exception of municipal buildings (~~i.e. Township Municipal Office, Arena, Fire Hall, etc~~). facilities (ex. Township Municipal Office, Arena, Fire Hall, Cemeteries, Parks, etc).
- 3.3 Election signs shall not be permitted on property 60 metres from a polling location, used for an election, as designated by the Clerk, or on the road allowances immediately adjacent to such a voting place.
- 3.4 Election signs may not be erected on private property without the owner's consent and shall have regard to the safe operation of vehicular traffic and with the safety of pedestrians.
- 3.5 Election signs shall not:
- (a) exceed 4.5 square meters;
 - (b) have flashing lights or rotating parts;
 - (c) be illuminated; or
 - (d) simulate any traffic control device.
- 3.6 Election signs may be erected or displayed on public highways, including municipal road allowances, under the jurisdiction of the Township of Wainfleet provided that no election

sign shall be placed upon any tree, post, pole or fence located within the limits of a road allowance. Election signs shall not encumber road allowances, whereby a real or perceived road safety hazard is created due to the placement and/or construction material of the sign. Road allowance encumbrances shall include but are not limited to the following;

- (a) Signs in close proximity to the traveled portion of the roadway.
- (b) Signs impeding visibility at or near roadway intersections.
- (c) Signs that create a visual distraction or obscure Township road safety signage used to warn or direct motorists.
- (d) Election signs encumbering Township road allowances shall be removed at the sole discretion of the Township of Wainfleet.

3.7 This bylaw shall not apply to any highways or road allowances under the jurisdiction of the Ministry of Transportation of Ontario or the Regional Municipality of Niagara.

4. ENFORCEMENT

4.1 Election signs may be removed and disposed of immediately by the Municipal Bylaw Enforcement Officer, or municipal operations staff at the direction of the Clerk, if it is determined that the location of the election sign is;

- (a) located in/on a municipal building;
- (b) erected earlier than the period(s) mentioned in Section 2 of this bylaw;
- (c) impeding the necessary sight lines of motorists or pedestrians;
- (d) hindering the daily operation of the Township Public Works Department;
- (e) hindering access to a private drive;
- (f) located on the property of a voting place during the voting hours of an Election or;
- (g) remaining posted longer than forty-eight (48) hours following the corresponding election.

4.2 The cost of removal and disposal in accordance with subsections 2.4 and 4.1 shall be charged back to the owner of the signs at a charge of \$25.00 per sign should the candidate wish to claim their sign(s).

4.3 Candidates shall be responsible for the compliance with signage bylaws and regulations of the Township of Wainfleet, Regional Municipality of Niagara and the Province of Ontario (including the Ministry of Transportation), as the case may be.

5. BYLAWS REPEALED

5.1 Bylaw No. 017-2007 is hereby repealed.

5.2 That all bylaws inconsistent with the provisions of this Bylaw are hereby repealed;

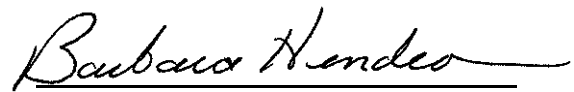
6. **FORCE AND EFFECT OF BYLAW**

- 6.1 This Bylaw shall come into force, take effect and be passed on the third reading and final passage thereof.

BYLAW READ A FIRST TIME THIS 26TH DAY OF JANUARY, 2010.

BYLAW READ A SECOND TIME THIS 26TH DAY OF JANUARY, 2010.

BYLAW READ A THIRD TIME AND FINALLY PASSED THIS 26TH DAY OF JANUARY, 2010.



Barbara Henderson, MAYOR



Tanya Lamb, CLERK

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BYLAW NO. XXX-2021

Being a bylaw to regulate the erection of signs for
Federal, Provincial, Regional and Municipal
Elections.

WHEREAS subsection 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law; and

WHEREAS subsection 8(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that the powers of a municipality under this Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

WHEREAS subsection 8(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a by-law may regulate or prohibit respecting the matter, require persons to do things respecting the matter, and provide for a system of licences respecting the matter; and

WHEREAS subsection 11(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

WHEREAS subsection 11(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality; 6. Health, safety and well-being of persons; 7. Services and things that the municipality is authorized to provide under subsection (1); 8. Protection of persons and property, including consumer protection; and

WHEREAS subsection 11(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws respecting: 7. Structures, including fences and signs; and

WHEREAS section 63 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that a by-law may prohibit or regulate the placing or standing of an object on or near a highway, and may provide for the removal and impounding or restraining and immobilizing of any object placed or standing on or near a highway; and

AND WHEREAS section 425 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, establishes that any person who contravenes any by-law of the Corporation of the Township of Wainfleet is guilty of an offence; and

WHEREAS section 445 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may make an order requiring a person who has contravened a by-law or who caused or permitted the contravention, or the owner or occupier of land on which the contravention occurred to do work to correct the contravention; and

WHEREAS section 446 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that where a municipality has 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 that the municipality may recover the costs of doing a matter or thing by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes; and

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

1. DEFINITIONS

1.1 In this By-law:

"Billboard" means an outdoor sign erected and maintained by a person, firm, corporation, or business engaged in the sale or rental of the space on the sign to a clientele, upon which space is displayed copy that advertises goods, products, or services not necessarily sold or offered on the property where the sign is located.

"Boulevard" means that portion of every Road which is not used as a Sidewalk, driveway access, Roadway or roadside drainage ditch.

"Campaign Office" means a building or structure, or part of a building or structure, used by a Candidate to conduct an election campaign and for greater certainty shall include the entire property on which the Campaign Office is located.

"Candidate" means:

- (a) a candidate within the meaning of the Canada Elections Act, the Election Act (Ontario) or the Municipal Elections Act, 1996 as amended; and
- (b) shall be deemed to include a person seeking to influence other persons to vote for or against any candidate, question or by-law to the electors under section 8 of the Municipal Elections Act, 1996 as amended.

"Cemetery" means a cemetery owned, operated or maintained by the Township.

"Clerk" means the Clerk or Deputy Clerk of the Township or a person delegated by them for the purpose of this By-law.

"Crosswalk" means:

- (a) that part of a Road at an intersection that is included within the connections of the lateral lines of the Sidewalks on opposite sides of the Road measured from the curbs, or in the absence of curbs from the edges of the Roadway; or
- (b) any portion of a Roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by signs, school crossing signs (as per the Ontario Traffic Manual – Book 5 Regulatory Signs) or by lines or other markings on the surface thereof.

"Election Sign" means any sign or advertising device promoting, opposing or taking a position with respect to:

- (a) any Candidate or political party in an election or by-election under the Canada Elections Act, the Election Act (Ontario) or the Municipal Elections Act, 1996;
- (b) an issue associated with a person or political party in an election or by-election under the Canada Elections Act, the Election Act (Ontario) or the Municipal Elections Act, 1996; or
- (c) a question, law or by-law submitted to the electors under the Canada Elections Act, the Election Act (Ontario) or the Municipal Elections Act, 1996.

“Electoral District” means a geographic area represented by a Member of Municipal Council, Member of a School Board, Member of Provincial Parliament in the Legislative Assembly of Ontario or Member of Federal Parliament in the House of Commons or where a question, law or by-law is being submitted to the electors.

“Enforcement Officer” means a Municipal Law Enforcement Officer appointed by the Municipal Council of the Township.

“Nomination Day” means the deadline to file a nomination with the Clerk under the Municipal Elections Act, 1996 as amended.

“Owner” means:

- (a) the registered owner of the property on which an Election Sign is Placed,
- (b) any person described on or whose name, image, address or telephone number appears on an Election Sign,
- (c) any person who is in control of an Election Sign;
- (d) any person who benefits from the message on an Election Sign; or
- (e) any person who has Placed or permitted to be Placed an Election Sign;

and for the purposes of this By-law, there may be more than one Owner of an Election Sign.

“Park” means any land, including land covered by water, under the ownership, jurisdiction, control or management or joint management of the Township that is or hereafter may be established, dedicated, set apart, or made available for use as public open space including a natural area or an environmentally significant area, including any buildings, structures, facilities, erections and improvements located in or on such land.

“Place” means affix, attach, build, construct, display, erect, install, move, put or reconstruct; and “Placed” and “Placing” shall have a corresponding meaning.

“Public Property” means real property owned by or under the jurisdiction or control of the Township or any of its agencies, local boards, commissions or corporations but, for the purposes of this by-law, does not include a Road.

“Road” means a highway, road allowance, street, avenue, parkway, driveway, lane, square, place, bridge, viaduct, trestle or other public way under the ownership, jurisdiction or control of the Township.

“Roadway” means the part of a Road that is designed, improved, maintained or ordinarily used for vehicular traffic and includes a shoulder, a traffic median and a traffic island.

“Sidewalk” means any municipal walkway, or any portion of a Road between the Roadway and the adjacent property line that is improved, maintained and primarily intended for the use of pedestrians.

“Sign Area” means the area of one side of a sign or advertising device where copy can be placed.

“Sign Height” means the vertical height of a sign or advertising device from the lowest point of finished grade to the highest part of the sign or advertising device.

“Township” means the Corporation of the Township of Wainfleet.

“Voting Place” means a place where electors cast their ballots and includes the entire property at which the Voting Place is located.

“Writ of Election” means the date as defined in the Canada Elections Act and the Election Act (Ontario).

2. GENERAL PROHIBITIONS

2.1 No person shall Place or permit to be Placed an Election Sign except in accordance with this by-law.

2.2 In addition to compliance with this By-law, every person shall also comply with the by-laws, laws and regulations of the Regional Municipality of Niagara, the Province of Ontario (including the Ministry of Transportation) and the Government of Canada.

2.3 No person shall Place or permit to be Placed an Election Sign that:

- (a) has a Sign Area of more than 4.5 square metres;
- (b) is illuminated;
- (c) has flashing lights or rotating parts;
- (d) simulates any traffic control device;
- (e) interferes with the safe operation of vehicular traffic or the safety of pedestrians;
- or
- (f) impedes or obstructs the maintenance operations of the Township.

2.4 Subsections 2.3 (a) and (b) do not apply to an Election Sign on a Campaign Office or a Billboard.

2.5 No person shall Place or permit to be Placed an Election Sign that has a Sign Height:

- (a) of more than 1.5 metres when Placed within 8 metres of a Roadway;
- (b) of more than 4 metres when Placed beyond 8 metres of a Roadway.

2.6 No person shall Place or permit to be Placed an Election Sign outside of the Electoral District where the Candidate is running for office; or in the case of an Election Sign relating to a question, law or by-law that is being submitted to the electors, the Electoral District where the question, law or by-law is being submitted to the electors.

2.7 No person shall Place or permit to be Placed an Election Sign:

- (a) on private property without the consent of the owner of the private property;
- (b) within 8 metres of another Election Sign of the same Candidate on the same property;
- (c) in a Voting Place or on any property located within 60 metres of a Voting Place.

2.8 No person shall display on any Election Sign a logo, trademark or official mark, in whole or in part, owned or licensed by the Township.

3. **ELECTION SIGNS ON PUBLIC PROPERTY**

3.1 No person shall Place or permit to be Placed an Election Sign on Public Property.

3.2.1 No person shall Place or permit to be Placed an Election Sign in a Cemetery or in a Park.

3.2.2 No person shall Place or permit to be Placed an Election Sign:

- (a) in a Roadway;
- (b) between a Roadway and a roadside drainage ditch,
- (c) between a Roadway and a Sidewalk;
- (d) less than 3 metres from a Crosswalk;
- (e) in a Boulevard that abuts a Cemetery or Park;
- (f) in a Boulevard that abuts private property without the prior consent of the owner of the abutting private property;
- (g) in a Boulevard within 8 metres of another Election Sign of the same Candidate;
- (h) on a fence, gate, sign, tree, post, pole, utility pole, wall or other structure or thing located on any Public Property or Road;
- (i) that impedes visibility at or near any Roadway intersection;
- (j) that creates a visual distraction or obscures road safety signage used to warn or direct motorists;
- (k) that hinders, impedes or obstructs the passage of vehicles or pedestrians.

3.5 No person shall injure or foul a Road or permit the injuring or fouling of a Road when Placing an Election Sign.

4. **TIMING**

4.1 No person shall Place or permit to be Placed an Election Sign for a federal or provincial election or by-election earlier than the day the Writ of Election or by-election is issued.

4.2 No person shall Place or permit to be Placed an Election Sign for a municipal election or by-election, except an Election Sign which is Placed on a Campaign Office:

- (a) earlier than the close of nominations on Nomination Day in the year of a regular election; or
- (b) earlier than the close of nominations on Nomination Day for a by-election.

4.3 Despite sections 4.1 and 4.2, a person may Place or permit to be Placed Election Signs on their Campaign Office in the Township once the Candidate has formally filed their

nomination papers. For the purpose of this section, a Candidate may designate only one building or part thereof in the municipality as their office at any one time and must advise the Clerk, in writing, of the address of their office prior to erecting the Election Signs authorized by this section.

- 4.4 No Owner shall permit an Election Sign to remain Placed after the expiry of forty-eight (48) hours immediately following 11:59 p.m. of the day of the election or by-election, as the case may be.

5. REMOVAL AND RETURN OF ELECTION SIGNS – POWERS OF THE CLERK AND/OR ENFORCEMENT OFFICER

- 5.1 The Clerk or an Enforcement Officer may remove or cause to be removed any Election Sign Placed in contravention of this By-law without notice.
- 5.2 The cost of the removal of an Elections Sign under section 5.1 shall be charged back to an Owner of the Election Sign at a rate of \$50.00 per sign.
- 5.3 The Clerk or an Enforcement Officer may destroy or dispose of, or cause to be destroyed or disposed of, any Election Sign which has been removed and not claimed and retrieved by the Owner of the Election Sign within ten (10) business days after it has been removed by the Township.

6. ADMINISTRATION

- 6.1 The administration of this by-law is delegated to the Clerk.

7. ENFORCEMENT

- 7.1 This by-law may be enforced by the Clerk or an Enforcement Officer.

8. OFFENCE AND PENALTY

- 8.1 Every person who contravenes any provision of this By-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended.

9. SHORT TITLE OF BY-LAW

- 9.1 This by-law may be referred to as the "Election Sign By-law".

10. FORCE AND EFFECT

- 10.1 By-law No. 001-2010 being a by-law to regulate the erection of signs for Federal, Provincial, Regional and Municipal Elections and all amendments to such by-law are hereby repealed.
- 10.2 This by-law shall come into force and effect on the day it is passed.

BY-LAW READ AND PASSED THIS XX DAY OF XX, 2021

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK



**TOWNSHIP OF
WAINFLEET**

"Wainfleet - find your country side!"

PLANNING DEPARTMENT

P.O. Box 40, 31940 Highway #3 Wainfleet, ON L0S 1V0

Tel: 905-899-3463 Fax: 905-899-2340

www.wainfleet.ca

MEMO

To: Mayor Gibson & Members of Council

From: Sarah Ivins, Planner

Date: October 26, 2021

Re: By-law No. 032-2021 to Dedicate Certain Lands As Part of Marshville Drive

It has recently come to the Planning Department's attention that through the registration of the SAW Developments Inc. plan of subdivision that a section of Marshville Drive was not deeded to the Township. This section of Marshville Drive (highlighted on the attached plan of subdivision) remains deeded to SAW Developments Inc. even though the intention was for it to be deeded to the Township. This has created a legal access issue for Lots 10, 11 and 12.

The Township's solicitor has reviewed the matter and recommended that the lands be transferred to the Township to remain consistent with the approved plan of subdivision. When a plan of subdivision is registered, title to the roads within the plan of subdivision are automatically transferred to the municipality and the road is dedicated as a public highway without the need for the municipality to pass a road dedication by-law. However, since this section wasn't deeded to the Township through the registration of the plan of subdivision, the Township's solicitor has recommended that a road dedication by-law be adopted. By-law No. 032-2021 dedicates this section as being part of Marshville Drive.

Attachments:

1. Plan 59M-482 – SAW Developments Inc. Subdivision (edited)
2. By-law No. 032-2021

DONALD C. CHAMBERS
ONTARIO LAND SURVEYOR

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND
REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF NIAGARA
SOUTH (58) AT 13:05 O'CLOCK ON THE 12th DAY OF
November, 2020 AND ENTERED IN THE PARCEL
REGISTER FOR PIN 64013-0238(L), PIN 64013-0237, PIN
64013-0238, P.N 64013-0239(LT) AND 64013-0240(LT) AND
REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No
SN 649924

THIS PLAN COMPRISES ALL OF PINS 64013-0236(LT),
64013-0237, 64013-0238, 64013-0239(LT) AND 64013-0240(LT)

This 10th day of November, 2020

10/11

Authorized Signature



DISTANCE NOTE

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999716.

OBSERVED REFERENCE POINTS (GPR#): UTM ZONE 17, MAG 83 (CURS) (2010)
CO-ORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF OREG. 216/10

POINT ID	NOTHING	EASTING
GRP A	4752907.22	632862.15

CO-ORDINATES CANNOT, IN THEMSELVES, BE USED TO

MEASUREMENTS SHOWN ON THIS PLAN CORRESPOND WITH THOSE SHOWN ON
PLAN SDR-18677.

THIS IS TO CERTIFY THAT:

- 1) LOTS 1 TO 13, BOTH INCLUSIVE, BLOCKS 14, 15 AND 16 AND THE STREET NAMED JACOB LANE HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.
- 2) THE STREET IS HEREBY DEDICATED TO THE CORPORATION OF THE TOWNS

OF WAINFLEET AS A PUBLIC HIGHWAY.

231

October 7 2020

DATE DOUG BLUITER - PRESIDENT
SAW DEVELOPMENTS INC.

METRIC NOTE
FORWARDING AND INVOICING SHOWN ON THIS PLAN ARE IN MET

SUPERVISOR'S CERTIFICATE

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
ALL THE SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE ACTS OF PARLIAMENT RELATIVE TO THE SURVEY OF LANDS IN THE DISTRICT OF THE CANTON OF Vaud.

1) IF'S SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM;

SEPTEMBER 2, 2020

DATE _____ DONALD G. CHAMBERS, B. Sc., O.L.S.
CHAMBERS & ASSOCIATE

**CHAMBERS AND ASSOCIATES
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**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. 032-2021

Being a bylaw to dedicate certain lands as part of
Marshville Drive in the Township of Wainfleet.

WHEREAS Section 31(2) of the *Municipal Act, 2001*, S.O. 2001, c. 25 confers that land may only become a highway by virtue of a bylaw establishing the highway and not by the activities of the municipality or any other person in relation to the land.

AND WHEREAS The Corporation of the Township of Wainfleet has acquired certain land in the Township of Wainfleet and deems it expedient to dedicate this land as part of Marshville Drive in the Township of Wainfleet.

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

1. **THAT** the lands which are situate in the Township of Wainfleet, in the Regional Municipality of Niagara, being composed of part of Lot 18, Concession 3, Township of Wainfleet, more particularly described in Schedule "A" attached hereto and forming part of this bylaw, having been acquired by The Corporation of the Township of Wainfleet are hereby dedicated as public highway and form part of Marshville Drive in the Township of Wainfleet.

BYLAW READ AND PASSED THIS 26TH DAY OF OCTOBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

SCHEDULE "A" TO BYLAW NO. 032-2021

Part of Lot 18, Concession 3, Township of Wainfleet, designated as Part 14 on Plan 59R-9242

Being part of P.I.N. 64013-0241 (LT)

TO: Mayor Gibson & Members of Council

FROM: Lindsay Earl, Manager of Community and Development Services

DATE OF MEETING: October 26, 2021

SUBJECT: **Draft Short-Term Rental By-law**

RECOMMENDATION(S):

THAT Planning Staff Report PSR-011/2021 respecting a Short-Term Rental By-law be received; and

THAT staff be directed to commence a public consultation process regarding the draft By-law for licensing of short-term rentals prior to final Council consideration.

EXECUTIVE SUMMARY:

Township Council has identified a need for further regulation of short-term rental accommodations through a licensing system.

This report serves to provide Council with a draft By-law to License and Regulate Short-Term Rentals. The By-law will make licensing short-term rentals mandatory, aims to ensure compliance with Fire Code, Building Code, other applicable law and Township By-laws, and establishes a system of demerit points for violations including noise, nuisance, parking and safety which will encourage short-term rental owners into supplying a safe, responsible, and respectful accommodation.

As public consultation is an important factor in the review of the draft licensing By-law, Township staff will commence a consultation process in order to provide an opportunity for public review and input regarding short-term rental licensing.

BACKGROUND:

At its meeting of April 20, 2021, the Council of the Township of Wainfleet enacted the following motion:

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

Staff has worked closely with the Township’s solicitor through the process of drafting the By-law, along with all relevant Township departments who were consulted and have reviewed the proposed draft By-law.

OPTIONS/DISCUSSION:

The purpose of the draft By-law (Appendix “A”) is to license and regulate short-term rentals in the Township of Wainfleet. The key licensing regulations considered include (but are not limited to):

Definitions: definitions have been incorporated into the draft By-law. Specifically, a *short-term rental unit* means;

“all or part of a Dwelling Unit used to provide sleeping accommodations to one or more persons other than the Owner for a period of not more than thirty (30) consecutive days, during which period the Owner does not occupy the Dwelling Unit, and in exchange for payment but does not include a Bed and breakfast, Boarding or Rooming House or Motel or Hotel as those terms are defined in Township By-law No. 034-2014, as amended from time to time”

Prohibitions:

The draft By-law states that;

- no person shall operate a short-term rental unit without holding a current and valid licence;
- no short-term rental unit shall have an occupancy limit or be occupied by a total number of persons that exceeds two (2) persons per bedroom; and
- no short-term rental unit shall be operated for a total of more than one hundred and eighty (180) days within any calendar year.

Administration:

The By-law shall be administered by the License Administrator who can issue licenses, impose terms/conditions on licenses, refuse to issue or renew licences and may conduct inspections of short-term rental units (if required).

Applications:

The licensing By-law will further provide the Township to maintain a record with detailed information such as ownership, contact information, parking plans and more through the application for a new license and renewal of a license. These applications will require the submission of:

- Application form

- Application fee
- Site plan including parking & refuse areas
- Floor plan
- Fire Safety Plan
- A fire safety inspection report
- A drinking water report
- A “boil-water advisory” notice to be posted in the unit (where applicable)
- A Septic System inspection report
- Insurance certificate

Issuance of License:

- All Licences issued or renewed pursuant to the By-law shall be valid for a period of two (2) years from the date of issuance or renewal.

Notice and Appeal:

- An Appeals Committee is to be appointed by Council to conduct hearings under the By-law.
- An Applicant or Licensee whose Licence has been refused, suspended or revoked may, within ten (10) days of being notified of the refusal, suspension or revocation, submit an application to appeal to the Appeals Committee for a review of the decision.

Demerit System:

- If at any time the Licence Administrator determines that the operation of a short-term rental unit does not comply with the By-law, other Applicable Law and/or any terms or conditions imposed on the Licence, the Licence Administrator shall impose demerit points upon the Licensee in accordance with Schedule “A” of the By-law.
- Demerit points shall remain in place for two (2) years after the date of imposition.

Enforcement, Offenses and Penalties:

- The Administrative Monetary Penalties for failures to comply with the By-law are set out in Schedule “B”.

Public Consultation

As the implementation of this draft By-law will have an impact on the local community, Staff intends on creating a Township webpage specific for gathering public input via survey/comment submissions and act as an information sharing space in which the public can access the relevant staff reports and draft By-law. Links to this website will be sent out via the Township’s social media outlets.

All comments received will be reviewed prior to staff bringing a Recommendation Report for Council’s consideration at a future meeting.

FINANCIAL CONSIDERATIONS:

Licensing short-term rentals will allow for the collection of fees to offset some the costs of administration for the licensing program. However, the program will significantly increase administrative staff time and resources needed to monitor and regulate the program, including administrative time in reviewing and processing applications as well as enforcement through conducting inspections and investigating complaints. Currently, we do not have sufficient staff resources to implement and enforce the proposed licensing by-law.

The collection of application fees will not fully offset additional costs to the Township through licensing alone. More specific costing implications will need to be reviewed along with a recommended fee schedule for the short-term rental license applications. This will be brought forward for Council's consideration at a future meeting.

OTHERS CONSULTED:

- 1) Township's Solicitor
- 2) Strategic Leadership Team

ATTACHMENTS:

- 1) Appendix "A" – Draft By-law to License and Regulate Short-Term Rentals in the Township of Wainfleet

Respectfully submitted by,

Lindsay Earl, MES, MCIP, RPP
Manager of Community and Development Services

Approved by,

William J. Kolasa
Chief Administrative Officer

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. XXXX

Being a By-law to Licence and Regulate Short-Term
Rentals in the Township of Wainfleet.

WHEREAS section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*" or "the statute") provides that the powers of a municipality under the statute or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the statute or any other Act;

AND WHEREAS section 11 of the *Municipal Act, 2001* authorizes 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 151 of the *Municipal Act, 2001* authorizes a municipality to provide for a system of licences with respect to a business or any activity, matter or thing for which a by-law may be passed under sections 9 and 11 of the statute;

AND WHEREAS section 391 of the *Municipal Act, 2001* authorizes a municipality to impose fees and charges on persons for services or activities provided or done by or on behalf of the municipality;

AND WHEREAS section 425 of the *Municipal Act, 2001* authorizes a municipality to create offences for the contravention of its by-laws;

AND WHEREAS section 429 of the *Municipal Act, 2001* authorizes a municipality to establish a system of fines for offences under its by-laws;

AND WHEREAS section 434.1 of the *Municipal Act, 2001* authorizes a municipality to establish a system of administrative monetary penalties to assist the municipality in promoting compliance with its by-laws;

AND WHEREAS section 436 of the *Municipal Act, 2001* authorizes a municipality to pass by-laws providing that the municipality may enter onto any land at any reasonable time for the purpose of carrying out an inspection to determine compliance with a by-law, direction, order or condition of a licence;

AND WHEREAS the Council of the Corporation of the Township of Wainfleet considers it necessary and desirable to regulate and licence Short-Term Rentals as described herein;

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 “Short-Term Rental Licensing By-law”.

2. DEFINITIONS

2.1. For the purposes of this By-law:

“**Administrative Monetary Penalty**” means a monetary penalty administered pursuant to Township By-law No. 027-2019, as amended from time to time.

“**Agent**” means a Person duly appointed by an Owner or Licensee to act on behalf of the Owner or Licensee in relation to a Short-Term Rental Unit.

“**Appeals Committee**” means a committee duly appointed by the Township or Council to conduct hearings under this By-law.

“**Applicable Law**” means all applicable by-laws of the Township and Niagara Region and all applicable provincial and federal statutes and regulations.

“**Applicant**” means a Person applying for a new Licence or the renewal of a Licence under this By-law.

“**Application Form**” means a form prepared by the Township to obtain from Applicants the information necessary for the issuance of a Licence.

“**Building Code Act**” means the *Building Code Act*, 1992, S.O. 1992, c. 23.

“**Building Code**” means Ontario Regulation 332/12 established under the *Building Code Act*.

“**By-law**” means this Short-Term Rental Licensing By-law.

“**Council**” means the Council of the Township.

“**Dwelling Unit**” means one or more rooms designed and used or intended to be used as a home by one or more persons and usually containing cooking, living, sleeping and sanitary facilities, and does not mean or include a tent, trailer, mobile home, or a room or suite of rooms in a boarding or rooming house or in a hotel or motel.

“**Electrical Safety Code**” means Ontario Regulation 164/99 established under the *Electricity Act*, 1998, S.O. 1998, c. 15, Sched. A.

“**Fees and Charges By-law**” means Township By-law No. 011-2019, as amended from time to time.

“**Fire Code**” means Ontario Regulation 213/07 established under the *Fire Protection and Prevention Act*.

“Fire Protection and Prevention Act” means the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4.

“Fire Safety Plan” means a written document that sets out the actions to be taken in the event of a fire emergency at a Short-Term Rental Unit, a floor plan for the Short-Term Rental Unit including the location of all emergency exits and all fire-related safety equipment, contact information for the Licensee and/or the Agent of the Licensee, and an undertaking of the Licensee to comply with all applicable laws in relation to fire safety.

“Licence” means a licence issued under this By-law for the operation of a Short-Term Rental Unit.

“Licence Administrator” means the by-law enforcement officer authorized by the Township to administer this By-law or his/her designate.

“Licensee” means any Person who holds a valid and current Licence issued under this By-law.

“Niagara Region” means the Regional Municipality of Niagara.

“Officer” means any by-law enforcement officer appointed by Council for the purpose of enforcing by-laws of the Township or any provincial offences officer, member of the Niagara Regional Police Service and/or member of the Ontario Provincial Police.

“Owner” means any Person that is a registered owner of a Property.

“Person” means an individual, firm, corporation, association or partnership.

“Property” means any land or premises within the Township.

“Qualified Inspector” means a person who has the qualifications set out in Division C, Section 3.3, Article 3.3.3.1 and Article 3.3.3.2 of the Building Code but does not include any person employed by the Township.

“Short-Term Rental Unit” means all or part of a Dwelling Unit used to provide sleeping accommodations to one or more persons other than the Owner for a period of not more than thirty (30) consecutive days, during which period the Owner does not occupy the Dwelling Unit, and in exchange for payment but does not include a Bed and breakfast, Boarding or Rooming House or Motel or Hotel as those terms are defined in Township By-law No. 034-2014, as amended from time to time.

“Township” means the Township of Wainfleet.

3. APPLICATION

3.1. This By-law shall apply to all Short-Term Rental Units within the Township.

4. PROHIBITIONS

- 4.1. No Person shall operate a Short-Term Rental Unit without holding a current and valid Licence issued in accordance with this By-law. For greater certainty, in the event that a Property contains more than one Dwelling Unit to be used as a Short-Term Rental Unit, each Dwelling Unit shall be considered a separate Short-Term Rental Unit for which a current and valid Licence is required.
- 4.2. No Person shall contravene or fail to comply with a term or condition of a Licence issued in accordance with this By-law.
- 4.3. No Person shall falsely hold himself, herself or itself out to be a Licensee.
- 4.4. No Person shall cause or permit any vehicle to be parked on any part of a Property where a Short-Term Rental Unit is situated other than in a designated driveway as shown in a site sketch submitted to and approved by the Township pursuant to section 6.4 or section 6.5 of this By-law or on an adjacent roadway where parking is permitted.
- 4.5. No Short-Term Rental Unit shall have an occupancy limit or be occupied by a total number of persons that exceeds two (2) persons per bedroom.
- 4.6. No Short-Term Rental Unit shall be operated during any period in which a building permit that has been issued to the Owner in relation to the Property where the Short-Term Rental Unit is situated remains open.
- 4.7. No Short-Term Rental Unit shall be operated for a total of more than one hundred and eighty (180) days within any calendar year.

5. ADMINISTRATION

- 5.1. This By-law shall be administered by the Licence Administrator, who shall perform all administrative functions conferred upon him or her by this By-law and without limitation may:
 - (a) receive and process all applications for new Licences and renewals of Licences under this By-law;
 - (b) issue Licences in accordance with this By-law;
 - (c) impose terms and/or conditions on Licences in accordance with this By-law;
 - (d) refuse to issue or renew a Licence, revoke a Licence or suspend a Licence in accordance with this By-law; and
 - (e) conduct inspections of Short-Term Rental Units in accordance with this By-law.

6. APPLICATIONS FOR NEW LICENCE AND RENEWAL OF A LICENCE

- 6.1. Every application for a new Licence or a renewal of a Licence shall be submitted in accordance with this By-law and shall be accompanied by the full Licence fee as set out in the Fees and Charges By-law.
- 6.2. There shall be a separate Licence application for each Short-Term Rental Unit. In the event that a Property contains more than one Dwelling Unit to be used as a Short-Term Rental Unit, each Dwelling Unit shall be considered a separate Short-Term Rental Unit for which a separate Licence application is required.
- 6.3. Every Applicant for a new Licence or a renewal of a Licence shall be the Owner of the Property where the Short-Term Rental Unit is situated or the Agent of the Owner. However, only the Owner of the Property is eligible to become a Licensee. For greater certainty, any Licence issued pursuant to this By-law shall be issued only to the Owner and not to an Agent or any other Person.
- 6.4. Every application for a new Licence shall include a completed Application Form and the following information and documents:
 - (a) the name and contact particulars of the Owner including address, telephone number and email address;
 - (b) the name and contact particulars of any Agent including address, telephone number and email address;
 - (c) the municipal address and legal description of the Short-Term Rental Unit;
 - (d) a site sketch depicting the location of the Short-Term Rental Unit, including any proposed garbage and refuse area(s), designated driveway(s) and/or adjacent roadway parking, which is subject to approval by the Licence Administrator prior to issuing a Licence;
 - (e) a floor plan of the Short-Term Rental Unit clearly indicating the location and number of rooms;
 - (f) the proposed total occupancy limit in accordance with section 4.5 of this By-law, which is subject to approval by the Licence Administrator prior to issuing a Licence;
 - (g) a Fire Safety Plan;
 - (h) a fire safety inspection report from Township Fire Services dated within sixty (60) days of the date of the application confirming that the Property and its proposed use as a Short-Term Rental Unit comply with the *Fire Protection and Prevention Act* and the Fire Code, which report shall be prepared at the expense of the Applicant and/or Owner;
 - (i) a report dated within thirty (30) days of the date of the application confirming that the drinking water at the Short-Term Rental Unit is potable and safe for consumption;

- (j) a proposed form of “Boil Water Advisory” notice to be posted in all rooms of the Short-Term Rental Unit in a conspicuous and visible location, which is subject to approval by the Licence Administrator prior to issuing a Licence;
 - (k) a report from a Qualified Inspector dated within thirty (30) days of the date of the application confirming that the septic system at the Short-Term Rental Unit is functional;
 - (l) proof of insurance for use as a Short-Term Rental Unit;
 - (m) consent for the Township to use any information, database and/or registry available to it to verify information provided by the Applicant or to enforce the provisions of this By-law;
 - (n) where the Applicant is an Agent, an authorization and consent form signed by the Owner authorizing the Agent to act on the Owner’s behalf; and
 - (o) a statement signed by the Owner certifying the accuracy, truthfulness and completeness of the application.
- 6.5. Every application for a renewal of a Licence shall include a completed Application Form and the following information and documents where applicable:
- (a) the name and contact particulars of the Owner including address, telephone number and email address;
 - (b) the name and contact particulars of any Agent including address, telephone number and email address;
 - (c) the municipal address and legal description of the Short-Term Rental Unit;
 - (d) a fire safety inspection report from Township Fire Services dated within sixty (60) days of the date of the application confirming that the Property and its proposed use as a Short-Term Rental Unit comply with the *Fire Protection and Prevention Act* and the Fire Code, which report shall be prepared at the expense of the Applicant and/or Owner;
 - (e) a report dated within thirty (30) days of the date of the application confirming that the drinking water at the Short-Term Rental Unit is potable and safe for consumption;
 - (f) a report from a Qualified Inspector dated within thirty (30) days of the date of the application confirming that the septic system at the Short-Term Rental Unit is functional;
 - (g) if there have been no changes to the site sketch, floor plan, Fire Safety Plan or electrical wiring, a statement signed by the Owner declaring that there have been no such changes;
 - (h) if there have been changes to any of the site sketch, floor plan, Fire Safety Plan or electrical wiring, such updated documents as are necessary to satisfy the requirements of section 6.4 of this By-law;
 - (i) proof of insurance for use as a Short-Term Rental Unit;

- (j) consent for the Township to use any information, database and/or registry available to it to verify information provided by the Applicant or to enforce the provisions of this By-law;
 - (k) where the Applicant is an Agent, an authorization and consent form signed by the Owner authorizing the Agent to act on the Owner's behalf; and
 - (l) a statement signed by the Owner certifying the accuracy, truthfulness and completeness of the application.
- 6.6. Notwithstanding section 6.5, the Licence Administrator may require the Applicant for a renewal of a Licence to include in the application anything that is required under section 6.4 where, in the opinion of the Licence Administrator, the renewal application is substantially different than the initial application or if circumstances warrant it.
- 6.7. Where a Licensee fails to submit an application to renew a Licence no less than ninety (90) days prior to its expiration, the application to renew the Licence will be processed as a new application under section 6.4.
- 6.8. The submission of an application to renew a Licence does not authorize, entitle or permit the Applicant to continue operating the Short-Term Rental Unit after the expiration of the existing Licence.

7. REVIEW OF APPLICATION AND PREMISES INSPECTION

- 7.1. The Licence Administrator shall receive all Licence applications and shall maintain a record to document all applications received and all Licences issued pursuant to this By-law. The Licence Administrator shall further establish and maintain a registry of all Short-Term Rental Units in the Township.
- 7.2. Upon receipt of a complete application as set out in section 6 of this By-law, the Licence Administrator may require such additional information and/or documents as the Licence Administrator determines are reasonably necessary to ascertain if the Applicant is entitled to a Licence under the provisions of this By-law.
- 7.3. Upon receipt of a complete application as set out in section 6 of this By-law and any additional information or documents required by the Licence Administrator in accordance with section 7.2 of this By-law, the Licence Administrator may require an inspection of the Short-Term Rental Unit to ascertain if the Applicant is entitled to a Licence under the provisions of this By-law.

8. ISSUANCE OF LICENCE

- 8.1. The Licence Administrator shall issue a new Licence or a renewal of a Licence to any Owner who meets the requirements of this By-law.

- 8.2. Notwithstanding section 8.1 of this By-law, the Licence Administrator may at any time impose such terms and conditions on a Licence as the Licence Administrator considers appropriate in the circumstances, including but not limited to terms and conditions pertaining to the size, location or particulars of the Short-Term Rental Unit, and may refuse to issue or renew a Licence or may suspend or revoke a Licence in accordance with sections 9 and 10 of this By-law.
- 8.3. The Licence fee paid by the Applicant for a new Licence or a renewal of a Licence is non-refundable if a decision is made by the Licence Administrator to refuse to issue or renew a Licence or to suspend or revoke a Licence.
- 8.4. Every Licence issued under this By-law shall be in the form that is prescribed by the Township and shall include without limitation the following information:
- (a) the Licence number;
 - (b) the municipal address of the Short-Term Rental Unit;
 - (c) the name, address and telephone number of the Owner/Licensee; and
 - (d) the date on which the Licence was issued and the date on which it expires.
- 8.5. All Licences issued or renewed pursuant to this By-law shall be valid for a period of two (2) years from the date of issuance or renewal, as the case may be.
- 8.6. Licences issued or renewed pursuant to this By-law are not transferable to any Owner or Short-Term Rental Unit other than those identified on the Licence. An otherwise valid Licence shall automatically expire upon a change in ownership of the Property where the Short-Term Rental Unit is situated.
- 8.7. Licences issued or renewed in accordance with this By-law are conditional upon the Licensee's compliance with this By-law, all Applicable Law and any terms or conditions imposed on the Licence.

9. REFUSAL TO ISSUE OR RENEW A LICENCE

- 9.1. The Licence Administrator may refuse to issue a new Licence or a renewal of a Licence where:
- (a) the past conduct of the Owner or the Agent of the Owner affords the Licence Administrator reasonable grounds to believe that the Owner or Agent has not or will not operate the Short-Term Rental Unit with honesty and integrity and/or in accordance with this By-law and all other Applicable Law;
 - (b) the Licence Administrator reasonably believes that an application or other document submitted by or on behalf of the Owner contains false information;
 - (c) the Licence Administrator reasonably believes that issuing a Licence may be adverse to the public interest;
 - (d) the Licence Administrator reasonably believes that issuing the Licence may pose a threat to the health and safety of persons or property;

- (e) a Licence issued to the Owner was suspended or revoked under section 10 of this By-law within the previous two (2) years;
- (f) a Short-Term Rental Unit or the Property on which it is situated is in violation of or is subject to any order or orders made under Applicable Law including any by-law of the Township or Niagara Region, the *Building Code Act*, the Building Code, the *Fire Protection and Prevention Act* and/or the Fire Code;
- (g) the Owner owes any fine or fee to the Township in relation to the Short-Term Rental Unit; or
- (h) the Owner of the Property or the Property on which the Short-Term Rental Unit is situated is indebted to the Township by way of fines, administrative penalties, judgments and/or past due property taxes.

10. SUSPENSION OR REVOCATION OF LICENCE

10.1. The Licence Administrator may suspend or revoke a Licence at any time where:

- (a) the Licence was issued or renewed in error;
- (b) the Licensee contravenes the provisions of this By-law;
- (c) the Licensee fails to comply with the requirements of this By-law, all other Applicable Law and/or any terms or conditions imposed on the Licence;
- (d) the Short-Term Rental Unit and/or the Property on which it is situated do not comply with the provisions of this By-law or other Applicable Law;
- (e) the total number of demerit points imposed upon a Licensee in accordance with section 13 of this By-law exceeds the prescribed maximum;
- (f) the Licensee fails to pay any property taxes, administrative penalties or fines owing to the Township within the prescribed time;
- (g) the Licence Administrator reasonably believes that the Short-Term Rental Unit being licensed poses a threat to the health and safety of persons or property; or
- (h) the Licence Administrator becomes aware of any fact or facts which, if known at the time of the application, may have resulted in the Licence Administrator refusing to issue or renew the Licence.

10.2. The Licence Administrator may suspend a Licence for a period of time and subject to such terms and conditions that the Licence Administrator considers appropriate.

11. NOTICE AND APPEAL

11.1. Where the Licence Administrator refuses to issue or renew a Licence or suspends or revokes a Licence, the Licence Administrator shall provide written notice to the Applicant or Licensee of the decision and of the grounds on which the Licence was refused, suspended or revoked.

- 11.2. The written notice required under section 11.1 of this By-law shall be sent to the Applicant or Licensee by registered or regular mail, personal service or email to the last known address of the Applicant or Licensee and shall be deemed to have been served on the fifth day after it was mailed or, in the case of email, on the day that it was sent.
- 11.3. An Applicant or Licensee whose Licence has been refused, suspended or revoked may, within ten (10) days of being notified of the refusal, suspension or revocation, as the case may be, submit an application to appeal to the Appeals Committee for a review of the decision.
- 11.4. An application to appeal to the Appeals Committee shall be submitted in writing to the Licence Administrator and shall be accompanied by the full appeal fee as set out in the Fees and Charges By-law.
- 11.5. Where no application to appeal is submitted to the Licence Administrator within the prescribed period, the decision of the Licence Administrator shall be final.
- 11.6. On appeal, the Appeals Committee may affirm, vary or reverse the decision of the Licence Administrator and may direct the Licence Administrator to issue, renew or reinstate a Licence.
- 11.7. The appeal fee paid by the Applicant for an application to appeal to the Appeals Committee shall be refunded in full if the Appeals Committee varies or reverses the decision of the Licence Administrator.
- 11.8. The decision of the Appeals Committee is final.
- 11.9. Matters arising during the course of an appeal that are not provided for in this By-law shall be governed by the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22.
- 11.10. No Person whose appeal from a decision to refuse, suspend or revoke a Licence has been finally decided by the Licence Administrator or the Appeals Committee shall apply for a Licence for one (1) year after the date of the final decision.

12. LICENCE CONDITIONS

- 12.1. The following conditions are attached to every Licence issued under this By-law:
- (a) the Short-Term Rental Unit is lawfully constructed;
 - (b) when a Dwelling Unit is occupied as a Short-Term Rental Unit, a legible copy of the Licence shall be posted in a conspicuous interior location within one (1) metre of the primary entrance to the Short-Term Rental Unit;
 - (c) when a Dwelling Unit is occupied as a Short-Term Rental Unit, the Licensee shall ensure that no vehicle is stopped or parked on any part of the Property except in accordance with the site sketch submitted with the application;

- (d) when a Dwelling Unit is occupied as a Short-Term Rental Unit, a legible copy of the Fire Safety Plan shall be posted in a conspicuous interior location within one (1) metre of the primary entrance to the Short-Term Rental Unit;
 - (e) when a Dwelling Unit is occupied as a Short-Term Rental Unit, a legible copy of an approved Boil Water Advisory notice shall be posted in a conspicuous and visible location in each room of the Short-Term Rental Unit;
 - (f) the Licensee shall ensure compliance with all Applicable Law;
 - (g) the Licensee shall allow, at any reasonable time and when permitted by law, the Township to inspect the Short-Term Rental Unit to ensure compliance with this By-law;
 - (h) the Licensee shall ensure that the Licensee or the Agent of the Licensee is available to attend at the Short-Term Rental Unit at all times within a period of no more than two (2) hours after being contacted by telephone or email; and
 - (i) the Licensee shall maintain records in relation to the operation of the Short-Term Rental Unit, including the dates of use and the number of occupants, and shall submit said records to the Licence Administrator upon request.
- 12.2. The Licence Administrator may, at any time during the term of a Licence, impose such additional terms and conditions as the Licence Administrator determines are necessary and appropriate to give effect to the purposes of this By-law.
- 12.3. Where a Licensee is dissatisfied with a term or condition imposed by the Licence Administrator in accordance with section 8.2 or section 12.2 of this By-law, the Licensee may request a review of the term or condition by the Appeals Committee in accordance with section 11 of this By-law.

13. DEMERIT SYSTEM

- 13.1. If at any time the Licence Administrator determines that the operation of a Short-Term Rental Unit does not comply with this By-law, other Applicable Law and/or any terms or conditions imposed on the Licence, the Licence Administrator shall impose demerit points upon the Licensee in accordance with Schedule "A", which is attached hereto and forms part of this By-law.
- 13.2. Demerit points shall remain in place for two (2) years after the date of imposition.
- 13.3. Where a total of ten (10) demerit points is imposed upon a Licensee in relation to one Short-Term Rental Unit, the Licence for that Short-Term Rental Unit shall be suspended for a period of three (3) months from the date on which the tenth demerit point is imposed.
- 13.4. Where the Licensee fails to correct the violations that resulted in the imposition of the demerit points within the suspension period, the Licence for that Short-Term Rental Unit shall be revoked.

- 13.5. Where a total of fifteen (15) demerit points is imposed upon a Licensee in relation to two or more Short-Term Rental Units owned by the Licensee, the Licences for all Short-Term Rental Units shall be suspended for a period of three (3) months from the date on which the fifteenth demerit point is imposed.
- 13.6. Where the Licensee fails to correct the violations that resulted in the imposition of the demerit points within the suspension period, all Licences shall be revoked.
- 13.7. A Licensee may submit an application to appeal to the Appeals Committee for a review of a decision to impose demerit points and/or to suspend or revoke one or more Licences under this section in accordance with section 11 of this By-law.

14. ENFORCEMENT

- 14.1. For the purposes of enforcing this By-law, the Licence Administrator or an Officer may exercise any power, authority or remedy granted to the Township pursuant to the *Municipal Act, 2001* and the *Provincial Offences Act*, R.S.O. 1990, c. P. 33 ("*Provincial Offences Act*").
- 14.2. The Licence Administrator or an Officer may, at any reasonable time and when permitted by law, enter any Short-Term Rental Unit for the purpose of carrying out an inspection to determine if the Short-Term Rental Unit is in compliance with this By-law and may make any order necessary to bring the Short-Term Rental Unit into compliance.
- 14.3. Where the Owner of a Short-Term Rental Unit fails to comply with an order made pursuant to section 14.2 of this By-law within the time prescribed in the order, the Township may carry out any work necessary to bring the Short-Term Rental Unit into compliance, which work shall be done at the expense of the Owner.
- 14.4. No Person shall hinder or obstruct the Licence Administrator or an Officer carrying out an inspection for the purposes of enforcing this By-law, nor shall any Person hinder or obstruct the Township or its agents from carrying out any work necessary to bring a Short-Term Rental Unit into compliance with this By-law.

15. OFFENCES AND PENALTIES

- 15.1. Every Person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to such penalties as provided for in the *Municipal Act, 2001* and the *Provincial Offences Act*.
- 15.2. Where an Officer is satisfied that a Person has failed to comply with any provision of 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 "B", which is attached hereto and forms part of this By-law.

15.3. Township By-law No. 027-2019, as amended by Township By-law Nos. 079-2019 and 005-2020, Being a By-law to Establish an Administrative Monetary Penalty System for Non-Parking Related Offences, applies to each Administrative Monetary Penalty issued pursuant to this By-law.

16. GENERAL

16.1. In this By-law, unless the contrary intention is indicated, words used in singular shall include the plural and words used with a reference to any gender shall be deemed to include all genders.

16.2. If any or part of a provision of this By-law is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the By-law, or its application in other circumstances, shall not be affected and shall remain in full force and effect.

16.3. If there is a conflict between a provision of this By-law and a provision of any other by-law of the Township, the provision that establishes the higher standard shall prevail.

16.4. Any reference to legislation in this By-law includes the legislation referred to and any amendments, replacement, subsequent enactment or consolidation of such legislation.

16.5. This By-law shall come into full force and effect on the date on which it is passed.

Schedule “A”

License to Regulate Short-Term Rentals Demerit Point System

Type of Infraction	By-law Section	Demerit Points
Failure to comply with the Fire Protection & Prevention Act	6.4 (h)	10
Failure to comply with the Fire Safety Protocol	6.3 (g) & 12.1 (d)	10
Obstruction of Inspection	14.4	5
Failure to comply with the Ontario Building Code Act	6.4 (k) & 12.1 (a)	10
License number not posted	12.1 (b)	4
Failure to comply with Orders under EMCPA	12.1 (e)	5
Failure to comply with the Reopening Ontario Act	12.1 (e)	5
Failure to comply with the Open Air Burn By-law	12.1 (e)	2
Failure to comply with the Health Protection and Promotion Act	6.4 (i) & (j) & 12.1 (e)	4
Failure to comply with the Nuisance By-law	12.1 (e)	2
Failure to comply with the Noise By-law	12.1 (e)	2
Failure to comply with the Fireworks By-law	12.1 (e)	2
Non-Availability of Responsible Person	6.4 (b)	3
Not providing updated information	6.4 (l)	3
Failure to comply with the Parking By-law	6.4 (d) & 12.1 ©	2
Failure to comply with the Zoning By-law	6.4 (f)	2
Failure to comply Property Standards By-law	12.1 (e)	2
Failure to comply with the Clean Yards By-law	6.4 (d)	2
Failure to comply with the Fence By-law	12.1 (e)	2

Schedule “B”

License to Regulate Short-Term Rentals Short Form Wording and Administrative Penalties

Section	Short Form Wording	Penalty
4.1	Operate a Short-Term Rental without a License in accordance with this by-law.	\$1,500.00
4.2	Non-Compliance with conditions of the License.	\$1,000.00
4.3	Park on property not in approved location.	\$500.00
4.5	Occupancy limits exceed permitted 2 persons per bedroom.	\$750.00
4.6	Operating short term rental unit while a building permit has been issued at the property.	\$750.00
4.7	Operating short term rental unit over 180 days in one calendar year.	\$750.00
14.2	Fail to comply with order.	\$1000.00
14.4	Hinder or obstruct an officer carrying out an inspection or work.	\$1,500.00

TO: Mayor Gibson & Members of Council

FROM: Richard Nan, Manager of Operations

DATE OF MEETING: October 26, 2021

SUBJECT: **Capital Project update, Gents Road Bridge Replacement**

RECOMMENDATION(S):

THAT Report PWSR-022/2021 respecting the Gents Road Bridge Replacement Update be received; and

THAT Council authorize the Manager of Operations to proceed with the tendering of the Gents Road bridge replacement utilizing the use of HDPE; and

THAT any project overages be funded utilizing reserves.

EXECUTIVE SUMMARY:

The Gents Road Bridge Replacement project design work has been finalized and cost estimates have been prepared by the Engineering firm of Ellis Engineering to complete the project.

As council is aware, Ellis Engineering had been awarded the design work and contract administration for the replacement of Gent's Road bridge in PWSR 005/2021. In preparation of the tender documents, a cost analysis and project costing had been undertaken as part of the process. Unfortunately due to cost increases due to COVID-19 pandemic, and recent costs experienced by similar projects in the Region of Niagara, the cost estimates for the replacement structure has escalated above the projected and budgeted amount allocated in the 2021 capital budget.

The project entails removal of the existing bridge structure and revetment walls and installation of 3 culverts. The engineers have reviewed the soil analysis results from the geotechnical investigation performed by Landtek Limited and the design criteria for the hydrological requirements for the project. Due to increase costs associated with the pandemic and the supply of materials, staff has asked the engineer to perform a cost estimate to try and see if there were any potential savings if alternate materials were used in the project.

Attached are the estimates received with the updated pricing for the project.

Staff felt it prudent to update Council prior to the tender process to discuss potential cost overages from the estimated budget proposal during the 2021 capital presentation.

BACKGROUND:

Gents Road Bridge is located approximately 500 metres north of Forks Road. Recent Bridge inspections have identified the structure as poor condition for several years. The structure was built in 1949 and consists of a concrete slab design on steel girders. The bridge is currently posted with a 10 tonnes weight restriction. Council and staff along with members from the public reviewed various options for the replacement including steel deck, complete replacement with concrete deck and new steel girders, replacement with culverts and also the option of closing the road at the structure.

Council awarded the engineering for the project to Ellis Engineering via consideration of Report PWSR 005/2021.

Final engineering is complete and the tendering phase has begun. During the preparation of the tender, a project cost analysis is performed to gage the estimated project costs with the average project costing for materials and recent project expenditures from similar projects in the Region of Niagara.

As council is aware, the existing structure is deteriorating and the bridge is currently being inspected semi-annually to monitor it's condition to keep users safe when travelling over the bridge. A high priority for the Township is to ensure its continued safe operation. The unfortunate position the Township is in is to replace the structure in the immediate future or risk the closure of the structure for use until a replacement can occur.

Staff asked for a cost analysis due to escalating cost to see if any additional alternative or materials can be implemented during the construction. The engineers have included 3 options in the attached report as well a Net Present Value Analysis over the life span to determine the best value for each option.

All 3 options will bring the road width to an acceptable width to provide the space required for the larger farm implements to utilize safe passage across. The options include the use of Corrugated Steel Pipe (CSP), Weholite high-density polyethylene pipe (HDPE), and lastly single span precast rigid frame concrete box structure. The life cycle are up to 40 years for CSP and up to 75 years for HDPE and concrete.

Due to above average cost increases for materials and COVID expenditures, the estimated project cost presented to council during budget deliberations was \$690,000 which had been estimated almost 2 years ago. During the new project cost analysis utilizing very recent project and labour costing and updated material cost, the projected cost to complete the project has increased dramatically.

Option 1: CSP with a life cycle of up to 40 years is projected to be \$859,428 plus Contract Administration and material testing of \$41,120 for a total of **\$900,548** with a built in contingency of 20%.

Option 2: Weholite HDPE with a life cycle of up to 75 years is projected to be \$955,428 plus Contract Administration and material testing of \$41,120 for a total of \$ **\$996,548** with a built in contingency of 20%.

Option 3: Concrete Structure with a life cycle of 75 years is projected to be \$1,416,216 plus Contract Administration and material testing of \$41,120 for a total of \$ **\$1,457,336** with a built in contingency of 20%.

Based on the price and longevity of the proposed materials, Staff are recommending the Option 2 with the use of Weholite HDPE materials for the bridge replacement.

OPTIONS/DISCUSSION:

1. That council authorize the Manager of Operations to proceed with the tendering of the Gents Road bridge replacement utilizing the use of HDPE and the additional funding be provided by utilizing reserves. Recommended.
2. That council authorize the Manager of Operations to proceed with the tendering of Gents Road bridge replacement utilizing CSP and the additional funding provided utilizing reserves.
3. That council authorize the Manager of Operations to proceed with the tendering or Gents Road bridge replacement utilizing concrete structure and the additional funding be provided utilizing reserves.
4. Postpone the tendering process until the additional funds are allocated in future budget deliberations.

FINANCIAL CONSIDERATIONS:

During 2021 Capital Budget deliberations, Council approved \$690,000 for the Gents Road Bridge Replacement. Staff anticipated \$25,000 to be allocated for the design and Contract preparation to be performed by a qualified engineering firm. Ellis Engineering was awarded the engineering at a cost of \$24,860. Council also approved \$26,120 for the contract administration to be performed by Ellis Engineering as well which leaves appx \$640,000 for the construction costs. Staff are recommending that the additional funding of \$365,548 be provided utilizing reserves. Staff will only authorize the use of the contingency portion \$159,238 if unforeseen conditions arise due to the poor soil conditions or unforeseen conditions arise during construction.

OTHERS CONSULTED:

- 1) Manager of Corporate Services
- 2) Strategic Leadership Team

ATTACHMENTS:

- 1) Pre-Design Alternatives for Gents Road Bridge

Respectfully submitted by,

Approved by,

Richard Nan
Manager of Operations

William J. Kolasa
Chief Administrative Officer



TOWN OF WAINFLEET

**PRE-DESIGN ALTERNATES
FOR
GENTS ROAD BRIDGE
(Structure No. 0003)**

NET PRESENT VALUE ANALYSIS



October 2021



ELLIS
Engineering Inc.

ELLIS Engineering Inc.
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St. Catharines, Ontario
L2S 0B2
Phone: (905) 934-9049
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TOWN OF WAINFLEET

**PRE-DESIGN ALTERNATES
FOR
GENTS ROAD BRIDGE
(Structure No. 0003)**

COST ESTIMATES

Preliminary Construction Cost Estimate

ELLIS Engineering Inc.

ELLIS Job. No. 996

18-Oct-21

RE

Client: Township of Wainfleet
Title: Gents Road Bridge Replacement
Location: Gents Road

OPTION 1: CSP PIPE

Item No.	Item Description	Estimated Quantity	Unit Cost	Estimated Cost	
				Unit Price	Total
1	Mobilize/Demobilize	1	L.S.	-	\$ 20,000.00
2	Preconstruction Survey	1	L.S.	-	\$ 3,000.00
3	Construction Layout	1	L.S.	-	\$ 5,000.00
4	Construction Schedule	1	L.S.	-	\$ 2,000.00
5	Clearing and Grubbing	1	L.S.	-	\$ 10,000.00
6	Light Duty Silt Fence Barrier	200	m	\$ 30.00	\$ 6,000.00
7	Waterway Protection and Dewatering	1	L.S.	-	\$ 30,000.00
8	Fish Salvage and Transfer	1	L.S.	-	\$ 2,500.00
9	Construction Signs, Traffic Control, and Traffic Management Plan	1	L.S.	-	\$ 8,000.00
10	Removal and Disposal of Existing Items				
	Steel Beam Guide Rail and Posts	1	L.S.	-	\$ 5,000.00
	Removal of Asphalt Pavement / Surface Treatment - Full Depth	440	m²	\$ 10.00	\$ 4,400.00
	Removal of Existing Items - Removal and Disposal of Existing Structure	1	L.S.	-	\$ 40,000.00
11	Excavation and Grading	1800	m³	\$ 15.00	\$ 27,000.00
12	Concrete Barrier	32	m	\$ 600.00	\$ 19,200.00
13	Corrugated Steel Pipe	1	L.S.	-	\$ 220,000.00
14	Concrete in Apron Walls	45.0	m3	\$ 1,500.00	\$ 67,500.00
15	Reinforcing Steel	6.0	t	\$ 3,000.00	\$ 18,000.00
16	Anchors and Bolts	66	Ea.	\$ 40.00	\$ 2,640.00
17	Granular 'A'	800	t	\$ 20.00	\$ 16,000.00
18	Granular 'B' - Type II	3800	t	\$ 15.00	\$ 57,000.00
19	Granular 'M'	90	t	\$ 50.00	\$ 4,500.00
20	Hot Mix Asphalt Paving				
	a) HL3-HS- 40mm	65	t	\$ 200.00	\$ 13,000.00
	b) HL8-HS- 50mm	100	t	\$ 200.00	\$ 20,000.00
21	Rip-Rap – R-50	580	m²	\$ 40.00	\$ 23,200.00
22	River Stone	160	m²	\$ 60.00	\$ 9,600.00
23	Geotextile - Class II	400	m²	\$ 6.00	\$ 2,400.00
24	Re-grading Ditches and Swales	50	m	\$ 25.00	\$ 1,250.00
25	Topsoil, Seed, and Erosion Control Blanket	600	m²	\$ 10.00	\$ 6,000.00
26	Steel Beam Guide Rail and Posts	20	m	\$ 500.00	\$ 10,000.00
27	Extruders	4	Ea.	\$ 8,000.00	\$ 32,000.00
28	Utility Allowance	1	L.S.	-	\$ 1,000.00
29	Contingency Item	1	L.S.	-	\$ 30,000.00
				Subtotal:	\$ 716,190
				Contingency (20%):	\$ 143,238.00
				Estimated Total Construction Cost:	\$ 859,428
				Additional Project Costs:	
				Contract Administration:	\$26,120
				Material Testing:	\$15,000
					\$41,120
				Grand Total Preliminary Cost Estimate	\$900,548

Preliminary Construction Cost Estimate

ELLIS Engineering Inc.

ELLIS Job. No. 996

18-Oct-21

RE

Client: Township of Wainfleet
Title: Gents Road Bridge Replacement
Location: Gents Road

OPTION 2: WEHOLITE HDPE PIPE

Item No.	Item Description	Estimated Quantity	Unit Cost	Estimated Cost	
				Unit Price	Total
1	Mobilize/Demobilize	1	L.S.	-	\$ 20,000.00
2	Preconstruction Survey	1	L.S.	-	\$ 3,000.00
3	Construction Layout	1	L.S.	-	\$ 5,000.00
4	Construction Schedule	1	L.S.	-	\$ 2,000.00
5	Clearing and Grubbing	1	L.S.	-	\$ 10,000.00
6	Light Duty Silt Fence Barrier	200	m	\$ 30.00	\$ 6,000.00
7	Waterway Protection and Dewatering	1	L.S.	-	\$ 30,000.00
8	Fish Salvage and Transfer	1	L.S.	-	\$ 2,500.00
9	Construction Signs, Traffic Control, and Traffic Management Plan	1	L.S.	-	\$ 8,000.00
10	Removal and Disposal of Existing Items				
	Steel Beam Guide Rail and Posts	1	L.S.	-	\$ 5,000.00
	Removal of Asphalt Pavement / Surface Treatment - Full Depth	440	m²	\$ 10.00	\$ 4,400.00
	Removal of Existing Items - Removal and Disposal of Existing Structure	1	L.S.	-	\$ 40,000.00
11	Excavation and Grading	1800	m³	\$ 15.00	\$ 27,000.00
12	Concrete Barrier	32	m	\$ 600.00	\$ 19,200.00
13	Weholite HDPE Pipe	1	L.S.	-	\$ 300,000.00
14	Concrete in Apron Walls	45.0	m3	\$ 1,500.00	\$ 67,500.00
15	Reinforcing Steel	6.0	t	\$ 3,000.00	\$ 18,000.00
16	Anchors and Bolts	66	Ea.	\$ 40.00	\$ 2,640.00
17	Granular 'A'	800	t	\$ 20.00	\$ 16,000.00
18	Granular 'B' - Type II	3800	t	\$ 15.00	\$ 57,000.00
19	Granular 'M'	90	t	\$ 50.00	\$ 4,500.00
20	Hot Mix Asphalt Paving				
	a) HL3-HS- 40mm	65	t	\$ 200.00	\$ 13,000.00
	b) HL8-HS- 50mm	100	t	\$ 200.00	\$ 20,000.00
21	Rip-Rap – R-50	580	m²	\$ 40.00	\$ 23,200.00
22	River Stone	160	m²	\$ 60.00	\$ 9,600.00
23	Geotextile - Class II	400	m²	\$ 6.00	\$ 2,400.00
24	Re-grading Ditches and Swales	50	m	\$ 25.00	\$ 1,250.00
25	Topsoil, Seed, and Erosion Control Blanket	600	m²	\$ 10.00	\$ 6,000.00
26	Steel Beam Guide Rail and Posts	20	m	\$ 500.00	\$ 10,000.00
27	Extruders	4	Ea.	\$ 8,000.00	\$ 32,000.00
28	Utility Allowance	1	L.S.	-	\$ 1,000.00
29	Contingency Item	1	L.S.	-	\$ 30,000.00
				Subtotal:	\$ 796,190
				Contingency (20%):	\$ 159,238.00
				Estimated Total Construction Cost:	\$ 955,428
				Additional Project Costs:	
				Contract Administration:	\$26,120
				Material Testing:	\$15,000
					\$41,120
				Grand Total Preliminary Cost Estimate	\$996,548

Preliminary Construction Cost Estimate

ELLIS Engineering Inc.

ELLIS Job. No. 996

18-Oct-21

RE

Client: Township of Wainfleet
Title: Gents Road Bridge Replacement
Location: Gents Road

OPTION 3: CONCRETE STRUCTURE

Item No.	Item Description	Estimated Quantity	Unit Cost	Estimated Cost	
				Unit Price	Total
1	Mobilize/Demobilize	1	L.S.	-	\$ 20,000.00
2	Preconstruction Survey	1	L.S.	-	\$ 3,000.00
3	Construction Layout	1	L.S.	-	\$ 5,000.00
4	Construction Schedule	1	L.S.	-	\$ 2,000.00
5	Clearing and Grubbing	1	L.S.	-	\$ 10,000.00
6	Light Duty Silt Fence Barrier	200	m	\$ 30.00	\$ 6,000.00
7	Waterway Protection and Dewatering	1	L.S.	-	\$ 30,000.00
8	Fish Salvage and Transfer	1	L.S.	-	\$ 2,500.00
9	Construction Signs, Traffic Control, and Traffic Management Plan	1	L.S.	-	\$ 8,000.00
10	Removal and Disposal of Existing Items				
	Steel Beam Guide Rail and Posts	1	L.S.	-	\$ 5,000.00
	Removal of Asphalt Pavement / Surface Treatment - Full Depth	440	m ²	\$ 10.00	\$ 4,400.00
	Removal of Existing Items - Removal and Disposal of Existing Structure	1	L.S.	-	\$ 40,000.00
11	Excavation and Grading	1800	m ³	\$ 15.00	\$ 27,000.00
12	Crane Pad	1	L.S.	-	\$ 40,000.00
13	Supply Equipment for Installing Driven Piles	1	L.S.	-	\$ 25,000.00
14	Pile Dynamic Load Analysis	1	L.S.	-	\$ 12,000.00
15	Steel H-Piles - 310 x 110	300	m	\$ 350.00	\$ 105,000.00
16	Driving shoes - Steel H-Pile	20	Ea.	\$ 800.00	\$ 16,000.00
17	Retapping Piles	20	Ea.	\$ 1,000.00	\$ 20,000.00
18	Concrete in Footings	35	m ³	\$ 800.00	\$ 28,000.00
19	Supply and Installation of Precast Concrete Units	1	L.S.	-	\$ 350,000.00
20	Concrete in Distribution Slab	40	m ³	\$ 1,500.00	\$ 60,000.00
21	Concrete in Wingwalls	30	m ³	\$ 1,500.00	\$ 45,000.00
22	Reinforcing Steel	12	t	\$ 4,000.00	\$ 48,000.00
23	Glass Fibre Reinforcing Polymer (GFRP)	1	L.S.	-	\$ 12,000.00
24	Subdrain	30.0	m	\$ 45.00	\$ 1,350.00
25	Granular 'A'	800	t	\$ 20.00	\$ 16,000.00
26	Granular 'B' - Type II	1300	t	\$ 25.00	\$ 32,500.00
27	Granular 'M'	90	t	\$ 50.00	\$ 4,500.00
28	Hot Mix Asphalt Paving				
	a) HL3-HS- 40mm	65	t	\$ 200.00	\$ 13,000.00
	b) HL8-HS- 50mm	100	t	\$ 200.00	\$ 20,000.00
29	Rip-Rap – R-50	580	m ²	\$ 40.00	\$ 23,200.00
30	River Stone	160	m ²	\$ 60.00	\$ 9,600.00
31	Geotextile - Class II	580	m ²	\$ 6.00	\$ 3,480.00
32	Bridge Deck Waterproofing	400	m ²	\$ 45.00	\$ 18,000.00
33	Polyester Fabric Reinforcing	400	m ²	\$ 6.00	\$ 2,400.00
34	Re-grading Ditches and Swales	50	m	\$ 25.00	\$ 1,250.00
35	Topsoil, Seed, and Erosion Control Blanket	600	m ²	\$ 10.00	\$ 6,000.00
36	Thrie-Beam Guiderail	32	m	\$ 1,000.00	\$ 32,000.00
37	Steel Beam Guide Rail and Posts	20	m	\$ 500.00	\$ 10,000.00
38	Extruders	4	Ea.	\$ 8,000.00	\$ 32,000.00
39	Utility Allowance	1	L.S.	-	\$ 1,000.00
40	Contingency Item	1	L.S.	-	\$ 30,000.00
				Subtotal:	\$ 1,180,180
				Contingency (20%):	\$ 236,036.00
				Estimated Total Construction Cost:	\$ 1,416,216
				Additional Project Costs:	
				Contract Administration:	\$26,120
				Material Testing:	\$15,000
					\$41,120
				Grand Total Preliminary Cost Estimate	\$1,457,336

Preliminary Construction Cost Estimate

ELLIS Engineering Inc.

ELLIS Job. No. 996

18-Oct-21

RE

Client: Township of Wainfleet**Title: Gents Road Bridge Replacement****Location: Gents Road****OPTION 1: CSP PIPE****MINOR MAINTENANCE**

Item No.	Description	Estimated Quantity	Unit	Estimated Cost	
				Unit Price	Amount
1	Mobilization and Demobilization	100%	L.S.	-	\$ 10,000
2	Construction Signs, Traffic Control, and Traffic Management Plan	100%	L.S.	-	\$ 5,000
3	Waterway Protection and Dewatering	100%	L.S.	-	\$ 20,000
4	Fish Salvage and Transfer	1	L.S.	-	\$ 2,500.00
5	Light Duty Silt Fence Barrier	200	m	\$ 10.00	\$ 2,000
6	Clearing and Grubbing	100%	L.S.	-	\$ 5,000
7	Excavation and Grading	100%	L.S.	-	\$ 15,000
8	Partial Depth Concrete Removals	100%	L.S.	-	\$ 10,000
9	Partial Depth Concrete Patch Repairs	100%	L.S.	-	\$ 10,000
10	Clean and Coat Anchors and Bolts	100%	L.S.	-	\$ 30,000
11	Rip-Rap	150	m ²	\$ 160.00	\$ 24,000
12	Geotextile - Class II	100%	L.S.	-	\$ 5,000
13	Hot Mix Asphalt Paving				
	a) HL3-HS- 40mm	65	t	\$ 200.00	\$ 13,000
	b) HL8-HS- 50mm	100	t	\$ 150.00	\$ 15,000
14	Topsoil, Seed and Mulch	300	m ²	\$ 14.00	\$ 4,200
15	Steel Beam Guide Rail and Posts	20	m	\$ 150.00	\$ 3,000
16	Utility Allowance	100%	L.S.	-	\$ 5,000
				SUBTOTAL: \$	178,700
				Contingency (20%): \$	35,740
				Engineering Design & Administration (15%): \$	26,805
				TOTAL: \$	241,245

Preliminary Construction Cost Estimate

ELLIS Engineering Inc.

ELLIS Job. No. 996

18-Oct-21

RE

Client: Township of Wainfleet**Title: Gents Road Bridge Replacement****Location: Gents Road****OPTION 2: WEHOLITE HDPE PIPE****MINOR MAINTENANCE**

Item No.	Description	Estimated Quantity	Unit	Estimated Cost	
				Unit Price	Amount
1	Mobilization and Demobilization	100%	L.S.	-	\$ 10,000
2	Construction Signs, Traffic Control, and Traffic Management Plan	100%	L.S.	-	\$ 5,000
3	Waterway Protection and Dewatering	100%	L.S.	-	\$ 20,000
4	Fish Salvage and Transfer	1	L.S.	-	\$ 2,500.00
5	Light Duty Silt Fence Barrier	200	m	\$ 10.00	\$ 2,000
6	Clearing and Grubbing	100%	L.S.	-	\$ 5,000
7	Excavation and Grading	100%	L.S.	-	\$ 15,000
8	Partial Depth Concrete Removals	100%	L.S.	-	\$ 10,000
9	Partial Depth Concrete Patch Repairs	100%	L.S.	-	\$ 10,000
10	Clean and Coat Anchors and Bolts	100%	L.S.	-	\$ 30,000
11	Rip-Rap	150	m ²	\$ 160.00	\$ 24,000
12	Geotextile - Class II	100%	L.S.	-	\$ 5,000
13	Hot Mix Asphalt Paving				
	a) HL3-HS- 40mm	65	t	\$ 200.00	\$ 13,000
	b) HL8-HS- 50mm	100	t	\$ 150.00	\$ 15,000
14	Topsoil, Seed and Mulch	300	m ²	\$ 14.00	\$ 4,200
15	Steel Beam Guide Rail and Posts	20	m	\$ 150.00	\$ 3,000
16	Utility Allowance	100%	L.S.	-	\$ 5,000
				SUBTOTAL: \$	178,700
				Contingency (20%): \$	35,740
				Engineering Design & Administration (15%): \$	26,805
				TOTAL: \$	241,245

Preliminary Construction Cost Estimate

ELLIS Engineering Inc.

ELLIS Job. No. 996

18-Oct-21

RE

Client: Township of Wainfleet**Title: Gents Road Bridge Replacement****Location: Gents Road****OPTION 3: CONCRETE STRUCTURE****MINOR MAINTENANCE**

Item No.	Description	Estimated Quantity	Unit	Estimated Cost	
				Unit Price	Amount
1	Mobilization and Demobilization	100%	L.S.	-	\$ 20,000
2	Construction Signs, Traffic Control, and Traffic Management Plan	100%	L.S.	-	\$ 10,000
3	Waterway Protection and Dewatering	100%	L.S.	-	\$ 20,000
4	Fish Salvage and Transfer	1	L.S.	-	\$ 2,500.00
5	Light Duty Silt Fence Barrier	200	m	\$ 30.00	\$ 6,000.00
6	Clearing and Grubbing	100%	L.S.	-	\$ 5,000
7	Removal of Asphalt Pavement/Surface Treatment – Full Depth	300	m ²	\$ 20.00	\$ 6,000
8	Excavation and Grading	250	m ³	40	\$ 10,000
9	Granular Fill	500	t	20	\$ 10,000
10	Partial Depth Concrete Removals	100%	L.S.	-	\$ 15,000
11	Partial Depth Concrete Patch Repairs	100%	L.S.	-	\$ 25,000
12	Rip-Rap	150	m ²	\$ 160.00	\$ 24,000
13	Geotextile - Class II	100%	L.S.	-	\$ 20,000
14	Hot Mix Asphalt Paving				
	a) HL3-HS- 40mm	65	t	\$ 200.00	\$ 13,000
	b) HL8-HS- 50mm	100	t	\$ 200.00	\$ 20,000
15	Topsoil, Seed and Mulch	300	m ²	14	\$ 4,200
16	Steel Beam Guide Rail and Posts	20	m	150	\$ 3,000
17	Utility Allowance	100%	L.S.	-	\$ 5,000
<div> <div>SUBTOTAL: \$ 213,700</div> <div>Contingency (20%): \$ 42,740</div> <div>Engineering Design & Administration (15%): \$ 32,055</div> <div>TOTAL: \$ 288,495</div> </div>					

Preliminary Construction Cost Estimate

ELLIS Engineering Inc.

ELLIS Job. No. 996

18-Oct-21

RE

Client: Township of Wainfleet**Title: Gents Road Bridge Replacement****Location: Gents Road****OPTION 3: CONCRETE STRUCTURE
MAJOR REHABILITATION**

Item No.	Description	Estimated Quantity	Unit	Estimated Cost	
				Unit Price	Amount
1	Mobilization and Demobilization	100%	L.S.	-	\$ 30,000
2	Waterway Protection and Dewatering	100%	L.S.	-	\$ 25,000
3	Fish Salvage and Transfer	1	L.S.	-	\$ 2,500.00
4	Light Duty Silt Fence Barrier	200	m	\$ 15.00	\$ 3,000
5	Clearing and Grubbing	100%	L.S.	-	\$ 5,000
6	Removal of Asphalt Pavement/Surface Treatment – Full Depth	300	m ²	\$ 20.00	\$ 6,000
7	Excavation and Grading	1	L.S.	-	\$ 30,000
8	Access to Work Area, Platform & Scaffolding	100%	L.S.	-	\$ 20,000
9	Partial Depth Concrete Removal	100%	L.S.	-	\$ 15,000
10	Concrete in Partial Depth Patch Repairs	100%	L.S.	-	\$ 25,000
11	Granular Fill	500	t	\$ 20.00	\$ 10,000
12	Rip-Rap	150	m ²	\$ 160.00	\$ 24,000
13	Reinforcing Steel	100%	L.S.	-	\$ 20,000
14	Glass Fibre Reinforcing Polymer (GFRP)	1	L.S.	-	\$ 12,000
15	Bridge Deck Waterproofing	162	m ²	\$ 120.00	\$ 19,440
16	Hot Mix Asphalt Paving				
	a) HL3-HS- 40mm	65	t	\$ 200.00	\$ 13,000
	b) HL8-HS- 50mm	100	t	\$ 200.00	\$ 20,000
17	Hot Mix Asphalt Paving	70	t	\$ 180.00	\$ 12,600
18	Topsoil, Seed and Mulch	300	m ²	\$ 14.00	\$ 4,200
19	Steel Beam Guide Rail and Posts	20	m	\$ 150.00	\$ 3,000
20	Utility Allowance	100%	L.S.	-	\$ 5,000
<div> <div>SUBTOTAL: \$ 304,740</div> <div>Contingency (20%): \$ 60,948</div> <div>Engineering Design & Administration (15%): \$ 45,711</div> <div>TOTAL: \$ 411,399</div> </div>					

TOWN OF WAINFLEET

**PRE-DESIGN ALTERNATES
FOR
GENTS ROAD BRIDGE
(Structure No. 0003)**

NET PRESENT VALUE ANALYSIS

PRE-DESIGN ALTERNATES FINANCIAL ANALYSIS

Name of Structure : Gents Road Bridge
 Structure Number : 0003
 Date of Analysis : 18-Oct-21
 Completed by : RE
 Discount Rate : 2.0%
 Life Cycle for Replacement (yrs) : 75

DESCRIPTION OF OPTIONS

Option	Qualitative Description
1	5.5m Twin Corrugated Steel Pipe
2	3.35m Triple HDPE Weholite Pipe
3	9m Single Span Precast Rigid Frame Concrete Culvert - Open Footing on Deep Foundations

INPUT -1- TREATMENTS

TO DETERMINE PRESENT WORTH

Treatment	Description	Applicable Option(s)	Life Cycle (Years)	Cost
1	5.5m Twin Corrugated Steel Pipe	1	40	\$900,548
2	3.35m Triple HDPE Weholite Pipe	2	75	\$996,548
3	9m Single Span Precast Rigid Frame Concrete Culvert - Open Footing on Deep Foundations	3	75	\$1,457,336
4	Steel/HDPE Culvert Minor Maintenance	1,2	25	\$241,245
5	Concrete Structure Minor Maintenance	3	25	\$288,495
6	Concrete Structure Major Rehabilitation	3	50	\$411,399

INPUT -2- SECOND CYCLE REPLACEMENT

TO DETERMINE RESIDUAL VALUE

Option	Description	Replacement Year	Cost
1	Replace Structure In Kind At End of Design Lifespan	80	\$900,548
2	Replace Structure In Kind At End of Design Lifespan	75	\$996,548
3	Replace Structure In Kind At End of Design Lifespan	75	\$1,457,336

RESIDUAL VALUE CALCULATION TABLE

Option	Replacement Year	Cost	Residual Years	Value at end of 1st cycle	Residual Value at end of 1st cycle	Residual Value at year Zero
1	80	\$900,548	5	\$899,648	-\$900	-\$185
2	75	\$996,548	0	\$996,548	\$0	\$0
3	75	\$1,457,336	0	\$1,457,336	\$0	\$0

PRE-DESIGN ALTERNATES FINANCIAL ANALYSIS

Name of Structure : Gents Road Bridge
 Structure Number : 0003
 Date of Analysis : 18-Oct-21
 Completed by : RE
 Discount Rate : 2.0%
 Life Cycle for Replacement (yrs) : 75

INPUT -3- COST DATA FOR EACH OPTION

Year	Option 1		Option 2		Option 3	
	Treatment	Cost	Treatment	Cost	Treatment	Cost
0	1	900,548	2	996,548	3	1,457,336
5						
10						
15						
20						
25	4	241,245	4	241,245	5	288,495
30						
35						
40	1	900,548				
45						
50			4	241,245	6	411,399
55						
60						
65	4	241,245				
70						
75						

OUTPUT DATA FOR EACH OPTION

Year	OPTION 1		OPTION 2		OPTION 3	
	Cost	Pres.Value	Cost	Pres.Value	Cost	Pres.Value
0	900,548	900,548	996,548	996,548	1,457,336	1,457,336
5	0	0	0	0	0	0
10	0	0	0	0	0	0
15	0	0	0	0	0	0
20	0	0	0	0	0	0
25	241,245	147,046	241,245	147,046	288,495	175,847
30	0	0	0	0	0	0
35	0	0	0	0	0	0
40	900,548	407,850	0	0	0	0
45	0	0	0	0	0	0
50	0	0	241,245	89,629	411,399	152,846
55	0	0	0	0	0	0
60	0	0	0	0	0	0
65	241,245	66,596	0	0	0	0
70	0	0	0	0	0	0
75	0	0	0	0	0	0
Total Present Value:		\$1,522,040		\$1,233,224		\$1,786,029
Residual Value :		(\$185)		\$0		\$0
Net Present Value :		\$1,521,855		\$1,233,224		\$1,786,029

PRE-DESIGN ALTERNATES FINANCIAL ANALYSIS

Name of Structure : Gents Road Bridge
 Structure Number : 23
 Date of Analysis : 18-Oct-21
 Completed by : RE
 Discount Rate : 2.0%
 Life Cycle for Replacement (yrs) : 75

PRESENT VALUE SENSITIVITY ANALYSIS - VEHICULAR BRIDGE

Alternative	Discount Rate			
	1%	2%	3%	4.0%
1	\$1,819,664	\$1,521,855	\$1,327,032	\$1,197,388
2	\$1,331,350	\$1,233,224	\$1,166,798	\$1,120,989
3	\$1,932,442	\$1,786,029	\$1,688,966	\$1,623,444
Minimum \$	\$1,331,350	\$1,233,224	\$1,166,798	\$1,120,989
Favoured Option	Option 2	Option 2	Option 2	Option 2
Variation	-\$488,314	-\$288,631	-\$160,234	-\$76,399



Memorandum

To: Mayor Gibson & Members of Council
From: W. Kolasa, Chief Administrative Officer
Date: October 26, 2021
Re: Township of Wainfleet Central Fire Station Project

Further to the direction arising from Council's deliberations at its special meeting on Tuesday, October 19, 2021; staff have, in cooperation with Raimondo & Associates Architects Inc., commenced research into a number of the discussion points included in the report summarizing the value engineering assessment of the fire hall project undertaken in accordance with direction provided by Council at its meeting of September 14, 2021:

Resolution No. C-2021-206

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

"THAT Councillor MacLellan and Councillor Van Vliet meet with staff at Raimondo & Associates independent of the Township's Project Planning Team to undertake a value engineering assessment of the fire hall project and provide a report to Council at the next available meeting."

CARRIED

Although investigations have been initiated, including contact with a variety of external agencies to secure the information requested by Council; staff were not able to complete assembly of the information in the limited time available since the Council meeting.

The attached table entitled "Township of Wainfleet Central Fire Station Project – Annotated Discussion Items" (Appendix A) attempts to capture the scope of Council's discussions and identify items currently being researched to secure further direction from Council. While every effort will be made to provide a verbal status update at the October 26, 2021, regular meeting of Council, staff anticipate that information being sought by Council related to the Fire Cistern (Item 7), Heating Systems (Item 11) and Bunker Gear Extractor (Item 17) may require more time to assemble due to the technical nature of the investigations expected.

It would be the intent of staff to return this requested information to Council for direction regarding inclusion in a final tender/bid package. Staff have also been advised that should Council direct any substantive changes to the originally-drafted tender/bid package, it could require at least 4 weeks for the consultant team to prepare necessary revisions. Fees would be incurred in accordance with the fee schedule detailed [Central Station Value Engineering Report](#) presented on October 19, 2021.

The original tender/bid package was appended to [Report FSR-011/2021](#) which was considered by Council (originally at a Special Meeting on September 2, 2021, then deferred to September 14, 2021, and then deferred to the next available meeting).

During Council's deliberations on October 26, 2021, staff recognized the clear desire of Council to strictly control project costs and seek efficiencies in all aspects of the project moving forward. To that

end, staff would remind that primary cost control opportunities exist during the project tendering and subsequent construction phases of the project.

Council's deliberations to date have identified opportunities to pursue alternative pricing proposals for various project elements during the tendering phase, which could be quickly and easily incorporated into a final tender bid package.

Staff would note that there will also be a real opportunity to control project costs through a strong project/construction management effort during the construction phase. To date, it has been anticipated that this task would be a joint effort between our Architects (Raimondo & Associates Architects Inc.) and Township Staff who would perform a variety of functions during the construction phase including:

- carrying out general reviews of construction work at appropriate intervals to ensure conformity with contract documents and plans,
- conducting on-site review and providing input at construction site meetings;
- keeping the Township informed of the progress and quality of work;
- evaluating progress payment requests;
- reporting and ensuring correction of defects or deficiencies;
- preparing progress reports and updates.

As noted above, while it has been anticipated that such tasks would be jointly administered between Township staff and our Architectural team (based on a Project Charter that was presented to Council in [Report FSR-012/2020](#), although never formally adopted by Council); there may be opportunity for the Township to consider dedicating a specific project/construction management resource to this project to provide the added project and fiscal oversight that Council is seeking to secure.

Should Council consider this to be a potential opportunity, it would be important for Council to clearly identify its expectations of such a resource to ensure that there are explicitly delineated roles and responsibilities for all participants in the project (including our existing external project team, internal staff project team, Members of Council and the proposed project/construction management resource). The development of such a framework could be undertaken concurrently with any construction tender/bid effort.

Attachments

- Attachment A - Township of Wainfleet Central Fire Station Project – Annotated Discussion Items

Township of Wainfleet Central Fire Station Project
Annotated Discussion Items

#	Change Description	Reduction/ Addition	Notes
1	Barn Removal	(-) \$145,582.00	Approved by Resolution No. C-2021-205, September 14, 2021
2	Contingency Not to disclose	N/A	Retain in budget to be administrated by the Township
3	Cash allowances not to disclose	N/A	Retain in budget to be administrated by the Township
4	Oil Separator Spill Pad	(+) \$6,000.00	
5	Fire Cistern Overflow	(+) \$3,000.00	
6	Cistern Suppliers Added	N/A	Creates competitive bidding
7	Fire Cistern	Further Investigation to be conducted	<p>Cast in Place (CIP) vs. Pre-cast vs. Pond</p> <p>Provide background with a recommendation, include cost comparisons and dialogue with suppliers and alternative explored with pond capabilities.</p> <p>Provide engineers recommendations on why a pond or expanded pond may not provide the capacities needed and associated costs to make the improvements and risks, freeze up, shortage of water, liability with a deep pond have them make a recommendation and have council decide on a direction.</p>
8	Generator Tray to contain any spills	(+) \$2,000.00	
9	Key FOB System	Final cost estimates to be calculated	<p>Discussion to remove FOB System from all interior doors except door between administrative and apparatus areas.</p> <p>Retain FOB System for all exterior doors.</p>
10	Structure	N/A	No changes or alternatives discussed
11	Heating systems	Further Investigation to be conducted	Combine items 11, 12 , 14 &15 - Radiant Heat, wall mounted heat pumps and boiler items. Have engineer provide a more thorough report that would assess cost differences, energy efficiency and life cycle costs, and operating costs. Return to Council for direction.

12	See 11	N/A	N/A
13	UV Water Filter	Final cost estimates to be calculated	Provide on potable water only using a residential type system for kitchenette and washroom lavatories and eye wash deluge. 2 systems similar to Culligan Water at \$1200.00 per installed Extra of \$2400.00
14	See 11	N/A	N/A
15	See 11	N/A	N/A
16	Hose Bibs	(-) \$1,000.00	Eliminate 2 exterior hose bibs
17	Bunker Gear Extractor	Further Investigation to be conducted	<p>Laundry extraction Tank vs. 3rd party washing vs. Septic System and relying on safe bio-degradable detergent.</p> <p>Assess impacts on septic field, consult with external experts and insurance companies to assess risk.</p> <p>Following the conversation, review the following:</p> <ol style="list-style-type: none"> 1. Cost of adding a tank, equipment and pumps, capacities of tanks, cost to pump and dispose of fluids. 2. Cost associated with third party washing, and buying 2nd bunker gear apparel, installation costs. 3. Research what other stations and municipalities have done on septic. 4. Obtain certification letters from detergent suppliers. <p>Assess capital costs, long term costs (maintenance and service) and risks, if any.</p>
18	Washroom fixtures Electronics	(-) \$16,500.00	Keep controls only in Barrier Free washroom
19	Lighting Sensors	(-) \$4,000.00	5. Consider motion sensors in limited spaces (ex. washrooms only and storage spaces).
20	See 19	N/A	N/A

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BYLAW NO. 032-2021

Being a bylaw to dedicate certain lands as part of
Marshville Drive in the Township of Wainfleet.

WHEREAS Section 31(2) of the *Municipal Act, 2001*, S.O. 2001, c. 25 confers that land may only become a highway by virtue of a bylaw establishing the highway and not by the activities of the municipality or any other person in relation to the land.

AND WHEREAS The Corporation of the Township of Wainfleet has acquired certain land in the Township of Wainfleet and deems it expedient to dedicate this land as part of Marshville Drive in the Township of Wainfleet.

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

1. **THAT** the lands which are situate in the Township of Wainfleet, in the Regional Municipality of Niagara, being composed of part of Lot 18, Concession 3, Township of Wainfleet, more particularly described in Schedule "A" attached hereto and forming part of this bylaw, having been acquired by The Corporation of the Township of Wainfleet are hereby dedicated as public highway and form part of Marshville Drive in the Township of Wainfleet.

BYLAW READ AND PASSED THIS 26TH DAY OF OCTOBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

SCHEDULE "A" TO BYLAW NO. 032-2021

Part of Lot 18, Concession 3, Township of Wainfleet, designated as Part 14 on Plan 59R-9242

Being part of P.I.N. 64013-0241 (LT)

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 33-2021

Being a by-law to adopt, ratify and confirm the proceedings of the Council of the Corporation of the Township of Wainfleet at its special meeting held October 19, 2021 and its regular meeting held October 26, 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 special meeting of Council held October 19, 2021 and its regular meeting held October 26, 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 26th DAY OF OCTOBER, 2021

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK