



THE COROPORATION OF THE TOWNSHIP OF WAINFLEET
REGULAR MEETING OF COUNCIL AGENDA *AS AMENDED*

NOVEMBER 16, 2021 – 6:30 P.M.

Regular business will commence at 7:00 p.m.

(Time adjusted for this meeting only)

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.

C23/21

1. Call to Order

2. Closed Meeting

a) Item under Section 239(2)(c) of the *Municipal Act, 2001*, a proposed or pending acquisition or disposition of land by the municipality – 1 item (A property acquisition matter)

b) Item under Section 239(2)(b) of the *Municipal Act 2001*, personal matters about an identifiable individual, including municipal or local board employees – 1 item (Deputy Mayor)

c) Item under Section 239(2)(d) of the Municipal Act, 2001, labour relations or employee negotiations – 1 item (A negotiation Matter)

d) Minutes of the closed meeting of Council scheduled October 26, 2021

3. Rise & Report

4. National Anthem

5. Land Acknowledgement Statement

6. Disclosures of Interest and the General Nature Thereof

7. Mayor's Announcements & Remarks

8. Councillor's Announcements & Remarks

9. Adoption of Previous Council Minutes

a) Minutes of the regular meeting of Council held October 26, 2021

10. Delegations

a) Carolyn Ryall & Beth Brens, Niagara Region Capital Projects – 5 Year Overview

11. Staff Reports & Recommendations

a) Administrative Staff Reports

- i. ASR-030/2021 Re: 2022 Borrowing for Current Expenditures
- ii. ASR-031/2021 Re: 2022 Interim Tax Levy By-law
- iii. ASR-032/2021 Re: Enbridge Gas Franchise Agreement
- iv. ASR-033/2021 Re: COVID-19 Impact Report
- v. Memorandum: Council Request for Additional Information – Draft Election Sign By-law
- vi. Memorandum: Municipal Grant & Donations
- vii. ASR-034/2021 Re: *Update to Fouling of Roads By-law*

b) By-law Enforcement Staff Reports

- i. BESR-008/2021 Re: Animal Control Agreement Renewal

c) Drainage Staff Reports

- i. DSR-016/ 2021 Re: Chambers Corner Drain Extension – Engineer's Report

d) Fire Staff Reports

- i. FSR-012/2021 Re: Fire & Emergency Services Review (Q2 & Q3)
- ii. FSR-013/2021 Re: Automatic Aid Agreement (Port Colborne/Wainfleet)

e) Public Works Staff Reports

- i. PWSR-023/2021 Re: Update on Canada Summer Games Event

12. Review of Correspondence

13. By-laws

- a) By-law No. 034-2021 being a by-law to authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2022
- b) By-law No. 035-2021 being a by-law to provide for interim tax levies for the year 2022 for the Township of Wainfleet

- c) By-law No. 036-2021 being a by-law to authorize a franchise agreement between the Corporation of the Township of Wainfleet and Enbridge Gas Inc. (First and Second Reading only)
- d) By-law No. 037-2021 being a by-law to close and convey part of a public road being the road allowance between lots 39 & 40, Concession 7, lying north of Regional Road No. 27
- e) By-law No. 038-2021 being a by-law to appoint a Municipal By-law Enforcement Officer
- f) By-law No. 039-2021 being a by-law to regulate the erection of signs for Federal, Provincial, Regional and Municipal elections
- g) By-law No. 040-2021 being a by-law to provide for drainage works in the Township of Wainfleet in the Region of Niagara (Chambers Corner Drain Extension)
- h) By-law No. 041-2021 being a by-law to prohibit the obstruction, encumbering, injuring or fouling of Township Roads.*
- i) By-law No. 042-2021 being a by-law to amend By-law No. 027-2019 being a by-law to establish an administrative monetary penalty system for non-parking related offences.*

14. Notices of Motion

15. Closed Meeting

16. Rise & Report

17. By-law to Confirm the Proceedings of Council

- a) By-law No. 043-2021 being a by-law to adopt, ratify and confirm the actions of the Council at its meeting held on the 16th day of November, 2021

18. Adjournment



THE COROPORATION OF THE TOWNSHIP OF WAINFLEET

REGULAR MEETING OF COUNCIL MINUTES

OCTOBER 26, 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. Ciuffetelli	Deputy Clerk
	M. Alcock	Fire Chief
	L. Earl	Manager of Community & Development
	S. Ivins	Planner
	M. Jemison	Drainage Superintendent
	D. Methot	Chief Building Inspector
	R. Nan	Manager of Operations
OTHER:	J. Stirton	Township Solicitor

C22/21

1. Call to Order

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

2. National Anthem

3. Land Acknowledgement Statement

Mayor Gibson acknowledged that the land on which we gather is the traditional territory of Anishinaabeg and Haudenosaunee Peoples, acknowledging the One Bowl and Spoon Treaty.

4. Disclosures of Interest and the General Nature Thereof

None.

5. Mayor's Announcements & Remarks

Mayor Gibson provided the following remarks:

- I attended The Penner Home Hardware Spotlight Gala on October 20 in support of the Kristen French Child Advocacy Center.
- The Port Colborne/Wainfleet Chamber of Commerce graciously donated a tree to the Township to recognize our community resilience throughout the Covid-19 pandemic. A tree planting ceremony took place on October 22 in front of the library.

- We have an upcoming vaccine clinic scheduled in Wainfleet tomorrow, October 27th. We have also received information of future clinic dates for November 13th and November 24th. Please check Niagara Region website for further information on vaccination clinics.
- We will be hosting our annual Remembrance Day ceremony this year on November 11 at the Wainfleet cenotaph. The event this year will be significantly modified to ensure health and safety within the Community and COVID-19 protocols will be in place.
- Port Cares is doing a Pop Up Employment event in Wainfleet in the main village area on October 27 and November 3 between 1-4 p.m. A tent and table will be set up promoting their services including resume and job search help, interview preparations and academic and computer upgrading.
- Regional Council will meet virtually on Thursday November 18 at 6:30 p.m.
- Our next regular meeting of Council will be held Tuesday November 16 at 7:00 p.m.

6. Councillor's Announcements & Remarks

None.

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

Resolution No. C-2021-228

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

"THAT the minutes of the regular meeting of Council held October 5, 2021 and the minutes of the special meeting of Council minutes held October 19, 2021 be adopted as circulated."

CARRIED

8. Public Meeting

A public meeting was held for Application for Zoning By-law Amendment Z07/2021 – Victor Samuel, 52149 Wilford Road (Part Lot 21, Concession 5)

The Planner indicated 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.

The Planner reviewed comments received from different internal departments and outside agencies and provided details on next steps respecting the application.

Councillor Cridland commented that there is typically a minimum of 1 hectare requirement and asked the Planner to comment if there was any discussion to reduce the lot size. The Planner indicated that yes this was topic of discussion at the Committee of Adjustment hearing and also discussed at the pre-consultation meeting. The minimum lot size is 1 hectare and may be allowed to go above that provided there is justification to do so.

There being no further discussion, the Public Meeting was adjourned.

9. Delegations

- a) Niagara Peninsula Conservation Authority – Steve Miller
NPCA's Big Forks Creek and Beaver Creek, Floodplain Mapping Study Project Overview

Resolution No. C-2021-229

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“**THAT** the delegation presentation from Steve Miller from the Niagara Peninsula Conservation Authority respecting Floodplain Mapping Project Overview (Big Forks & Beaver Creek) be received for information.”

CARRIED

10. Staff Reports & Recommendations

Resolution No. C-2021-230

Moved by Councillor Gilmore

Seconded by Councillor Van Vliet

“**THAT** the order of business be amended to consider agenda item d) i. being the Memorandum respecting Township of Wainfleet Central Fire Station Project first under Staff Reports & Recommendations.”

CARRIED

a) Deferred Reports

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

Resolution No. C-2021-231

Moved by Councillor Gilmore

Seconded by Councillor Van Vliet

“THAT the memorandum submitted by the Chief Administrative Officer respecting Township of Wainfleet Central Fire Station Project be received; and

THAT Council direct staff to proceed with the preparation and issuance of a Request for Proposals for project management services for the Fire Station Construction Project.”

CARRIED

Resolution No. C-2021-232

Moved by Councillor Van Vliet

Seconded by Councillor Gilmore

THAT Fire Staff Report FSR-011/2021 respecting the Central Station Fire Station Pre-Tender Design and Updated Cost Report be received;

AND THAT Council direct staff to proceed with the preparation and issuance of a Construction Tender for the Fire Station based on the Construction Drawings as attached to this report;

AND THAT staff be directed to return to Council upon completion of the Tender process, to award the Tender to the successful bidder.

After discussion, the motion was amended to read as follows:

Resolution No. C-2021-233

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

“THAT Fire Staff Report FSR-011/2021 respecting the Central Station Fire Station Pre-Tender Design and Updated Cost Report be received;

AND THAT Council direct Raimando & Associates to proceed with the preparation of Construction Tender for the Fire Station based on the amended report;

AND THAT the Project Manager review the final Tender documents prior to issuance;

AND THAT staff be directed to return to Council upon completion of the Tender process to award the Tender.”

Councillor Gilmore requested a recorded vote

Councillor Cridland	Yes
Councillor Gilmore	Yes
Councillor MacLellan	Yes
Councillor Van Vliet	Yes
Mayor Gibson	Yes

CARRIED AS AMENDED

Resolution No. C-2021-234

Moved by Councillor Gilmore

Seconded by Councillor Van Vliet

“THAT Report FSR-012/2020: Central Fire Station Project Charter be received; and

THAT the Project Charter, attached to this report as Appendix “A”, **BE AMENDED** to include a Project Manager role.”

CARRIED

Resolution No. C-2021-235

Moved by Councillor Van Vliet

Seconded by Councillor Gilmore

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

Councillor Van Vliet withdrew her deferred motion from October 19, 2022

b) Administrative Staff Reports

i. ASR-027/2021 Re: COVID-19 Impact Report

Resolution No. C-2021-236

Moved by Councillor Gilmore

Seconded by Councillor Cridland

“THAT Administrative Staff Report ASR-027/2021 respecting COVID-19 Impact Report be received as information.”

CARRIED

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

Resolution No. C-2021-237

Moved by Councillor Gilmore

Seconded by Councillor Cridland

“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.”

CARRIED

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

Resolution No. C-2021-238

Moved by Councillor Cridland

Seconded by Councillor Gilmore

“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.”

CARRIED

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

Resolution No. C-2021-239

Moved by Councillor Cridland

Seconded by Councillor MacLellan

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

CARRIED

- v. Memorandum Re: Election Sign By-law

Resolution No. C-2021-240

Moved by Councillor Gilmore

Seconded by Councillor Van Vliet

“THAT the Memorandum submitted by the Deputy Clerk respecting Election Sign By-law be received as information.”

CARRIED

c) Planning Staff Reports

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

Resolution No. C-2021-241

Moved by Councillor Cridland

Seconded by Councillor Gilmore

“THAT the Memorandum submitted by the Planner respecting By-law to dedicate lands as part of Marshville drive be received as information.”

CARRIED

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

Resolution No. C-2021-242

Moved by Councillor Cridland

Seconded by Councillor Van Vliet

“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.”

CARRIED

d) Public Works Staff Reports

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

Resolution No. C-2021-243

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“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.”

CARRIED

11. Review of Correspondence

None.

12. By-laws**Resolution No. C-2021-244**

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

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

CARRIED

13. Notices of Motion

None.

14. Closed Meeting**Resolution No. C-2021-245**

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

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

- 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 (a staffing matter).”

CARRIED

15. Rise & Report

Council met in closed session to receive a legal opinion respecting a governance matter.

Council provided direction to staff respecting a disposition of land matter and received information respecting an acquisition of land matter and staffing matters.

16. By-law to Confirm the Proceedings of Council

Resolution No. C-2021-246

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“**THAT** 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 be read and passed this 26th day of October, 2021.”

CARRIED

17. Adjournment

There being no further business, the meeting was adjourned at 10:43 p.m.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK



TOWNSHIP OF WAINFLEET
DELEGATION REQUEST FORM

Please fill out and return no later than 4:30 p.m. on the Tuesday prior to the meeting you wish to appear. Completed forms are to be submitted to the Clerks Department and can be dropped off or emailed to 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: <u>NIAGARA REGION</u> <u>CAROLYN KYALL + BETH BRENS</u>	
Address: <u>1815 SIR ISMAEL BROCK WAY THORNHILL L2V 4T7</u>	
Telephone: <u>905 980 6000</u>	E-mail: <u>CAROLYN.KYALL@niagararegion.ca</u>
Date of Meeting: <u>NOV 16 / 21</u> <u>BETH.BRENS@niagararegion.ca</u>	

Subject Matter to be Discussed:	<u>CAPITAL BUDGET OVERVIEW</u>
Action Requested:	<u>APPROVAL</u>

Have you previously spoken on this issue?

Yes ☐ No ☒

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

Do you have material for distribution at the meeting?

Yes ☐ No ☒


If yes, specify:

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

If yes, specify:

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

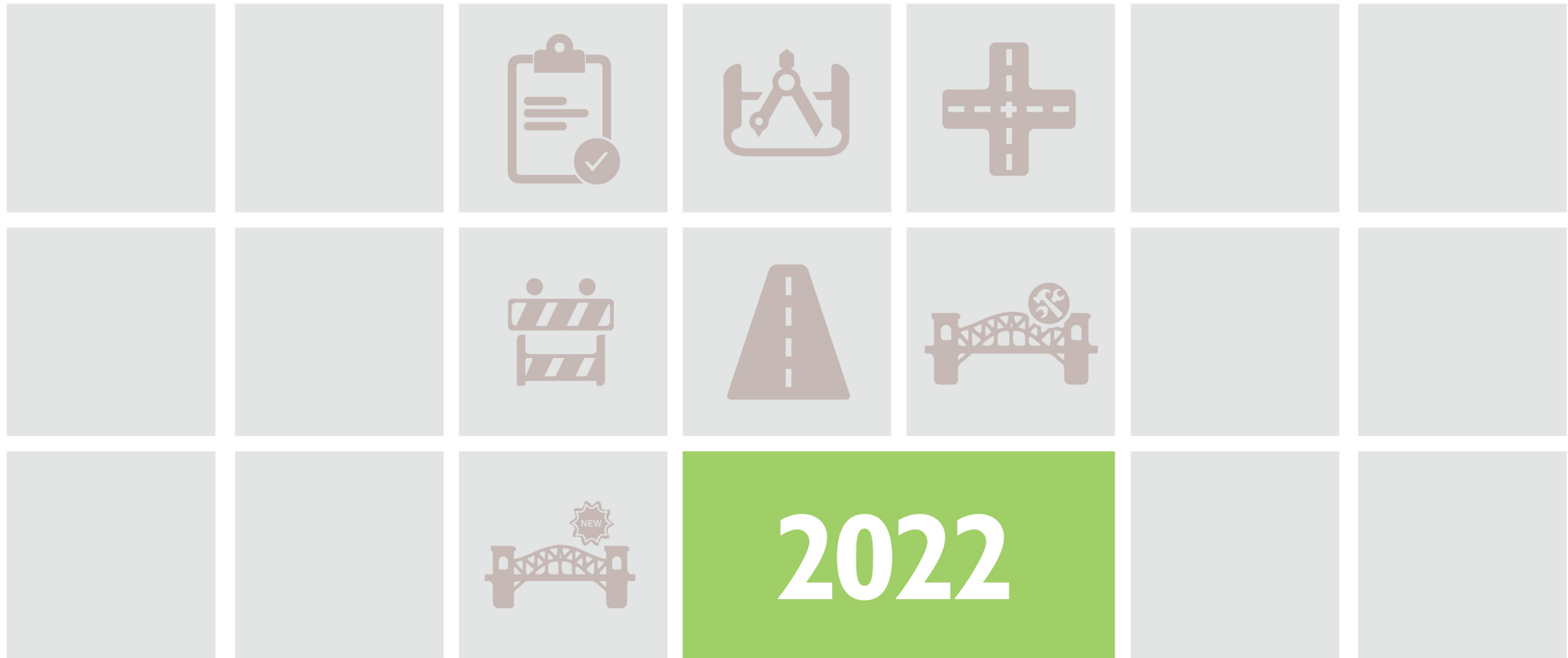
☒ I have read and understand the Delegation Protocol attached to this form and understand that the information contained on this form, including any attachments, will become public documents and listed on Township meeting agendas and posted to the Township's website.


Signature

NOV 10 / 21
Date

TRANSPORTATION SERVICES

CAPITAL PROJECTS - 5 YR OVERVIEW



Agenda

- 1-5 Year Capital Forecast
 - 10 Year Capital Outlook
 - Safety Initiatives
 - Regional Vision
- 
- A decorative graphic at the bottom of the slide consisting of a series of parallel diagonal stripes in a light blue color, extending across the entire width of the slide.

Capital Budget Allocation

Niagara Region's Capital Budget is broken down into four (4) main areas:

- Network Expansion
- Intersection Improvement Program
- Roads Rehabilitation Program
- Structure Rehabilitation Program

Program Definitions

➤ **Network Expansion**
includes the construction of new roads, and the widening of existing roads to accommodate growth and development as part of the Region's 10-Year Capital Roads Program identified in the Transportation Master Plan.

➤ **Intersection Improvement Program**
involves modifications to improve the safety of the intersection, such as adding turn lanes and curbs, resurfacing the road and changing pavement markings, installing new traffic signals, and creating roundabouts.

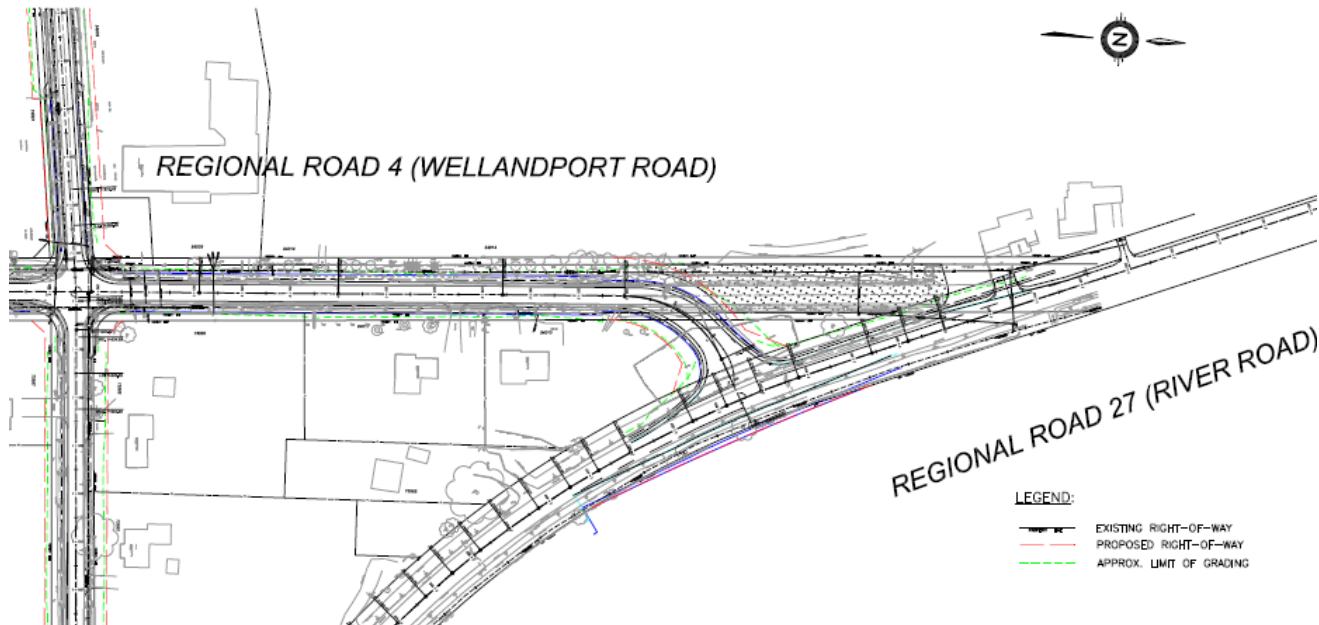
➤ **Roads Rehabilitation Program**
involves reconstruction of roads to address deteriorating pavement conditions and improve the cross section. This may include new buried infrastructure, curb and gutter and active transportation.

➤ **Structure Rehabilitation Program**
Will include one of the following strategies:
Bridge Rehabilitation involves the modification, alteration or improvement of existing bridges on Regional Roads. The work is performed to correct deficiencies that will extend the service life or increase the load carrying capacity.
Bridge Replacement involves the replacement of existing bridge structures that have reached the end of their service life.

I-5 Year Capital Forecast Roads Rehabilitation Program

Status
EA Underway

Regional Road 45 Creek Road From RR4 (Wellandport Road) to RR63 (Canborough Road)



Preliminary new alignment from the EA at intersection of
RR4 Wellandport Rd and RR27 River Rd



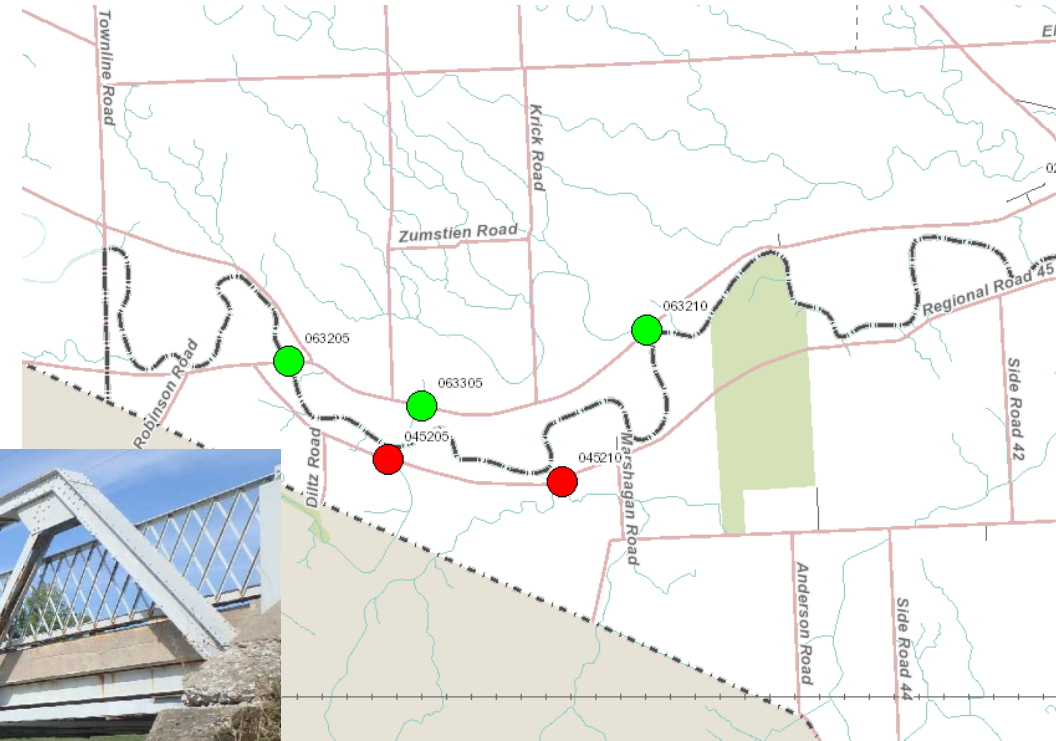
Creek Road looking east to Side Rd 42

I-5 Year Capital Forecast Structure Rehabilitation Program

Status
Future project

Oswego Creek Rd Bridge

Oswego Creek Rd Bridge looking west



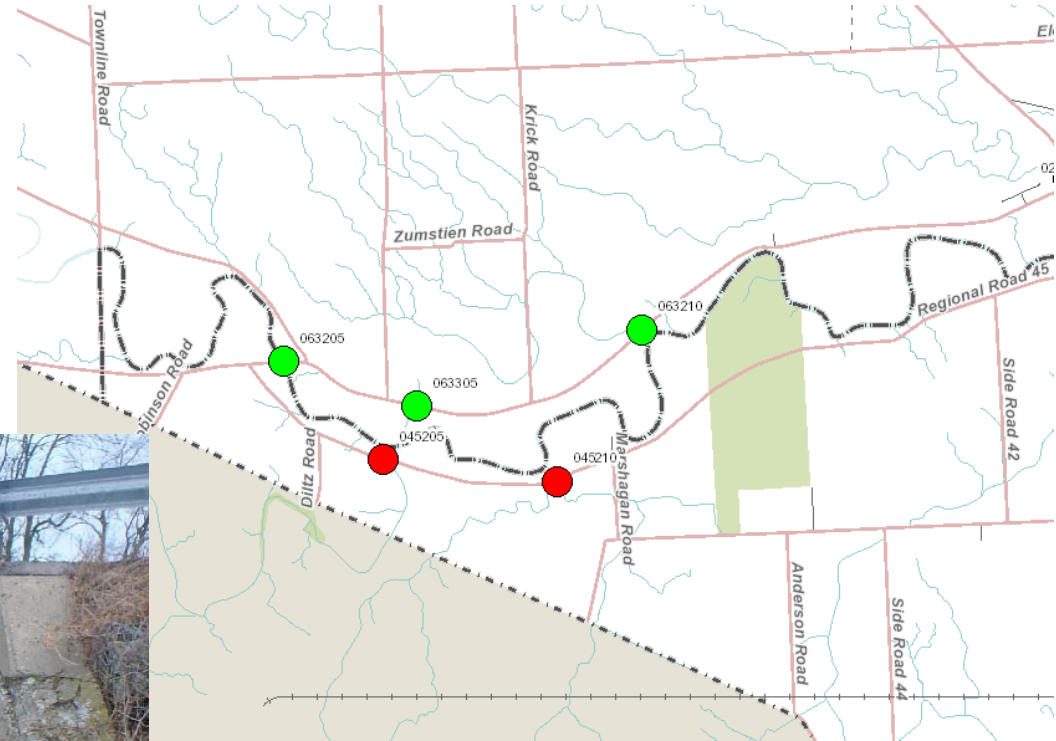
Oswego Creek Bridge – south elevation

I-5 Year Capital Forecast Structure Rehabilitation Program

Status
Future project

Creek Rd Bridge

Creek Rd Bridge looking west



Creek Rd Bridge – south elevation

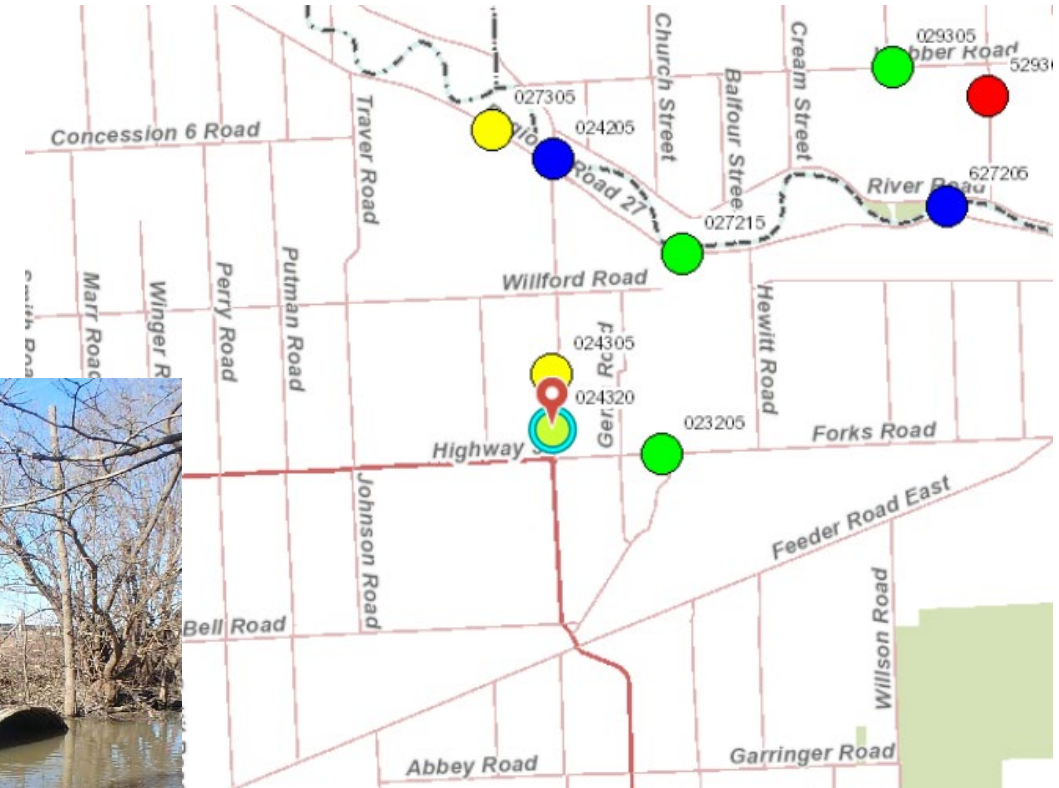
6-10 Year Capital Forecast Structure Rehabilitation Program

Status
Future project

RR24 over the culvert looking south



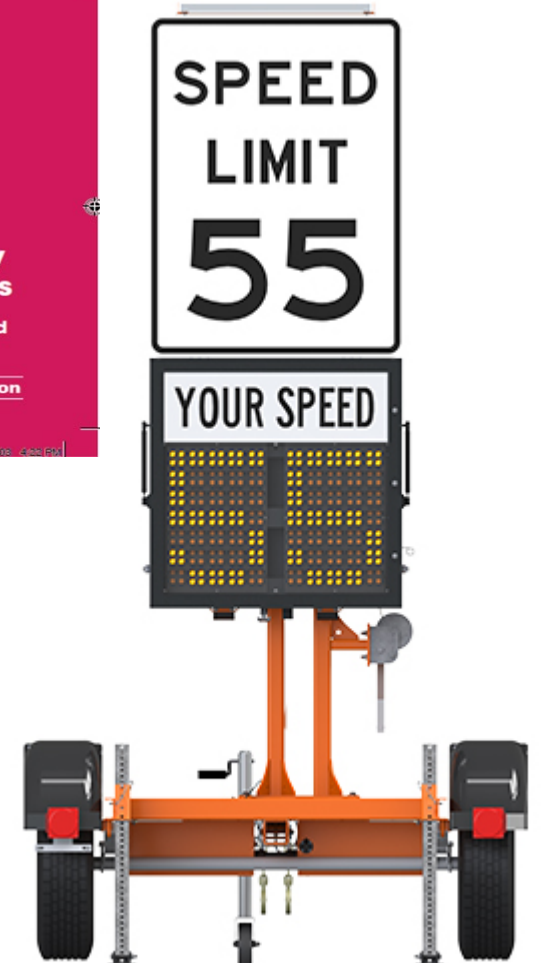
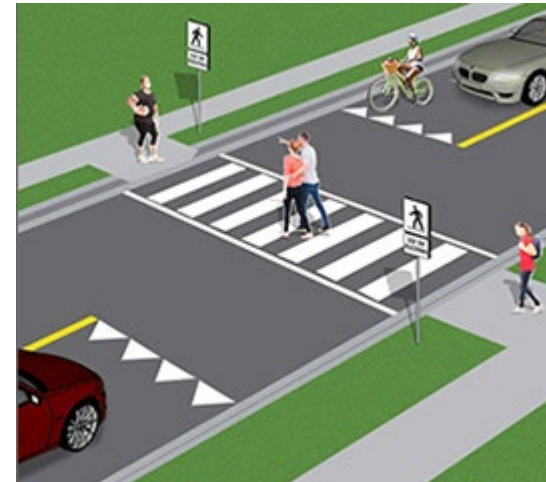
Forks Rd Twin Culvert



Forks Rd Twin Culvert— east elevation

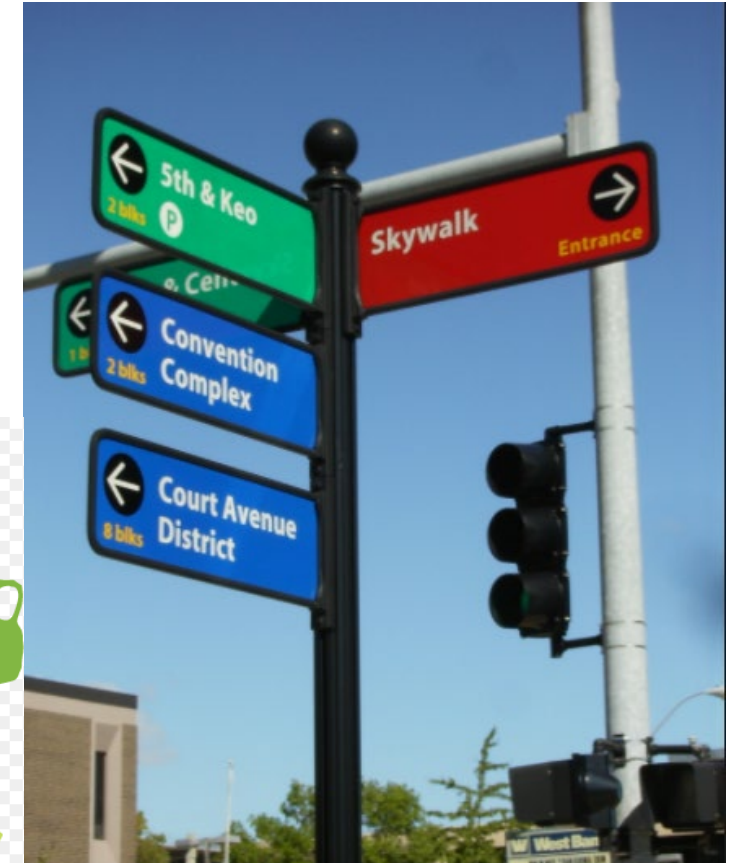
Safety Initiatives

- Vision Zero Road Safety Program
- Pavement Line Marking and Crosswalks
- Speed Display Trailer
- Sign Installations



Regional Vision

- Complete Streets
- Regional Wayfinding
- Niagara-Hamilton Trade Corridor
- New Escarpment Crossing



Thank-you

TO: Mayor Gibson & Members of Council

FROM: Mallory Luey, Manager of Corporate Services/Treasurer

DATE OF MEETING: November 16, 2021

SUBJECT: 2022 Borrowing for Current Expenditures

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-030/2021 regarding 2022 borrowing for current expenditures be received;

AND THAT the attached by-law, being a by-law to authorize borrowing from time to time to allow the Township of Wainfleet to meet current expenditures during the fiscal year ending December 31, 2022, be read and passed.

EXECUTIVE SUMMARY:

The purpose of this report is to seek Council approval for the 2022 borrowing by-law attached to this report as Appendix "A".

The by-law is presented as an interim cash flow measure until taxes are collected and other revenues are received. The Municipal Act authorizes the Treasurer to borrow for current expenditures, if the attached by-law is approved.

BACKGROUND:

The *Municipal Act* makes provisions for Council to authorize the Treasurer to borrow, from time to time, such sums as Council considers necessary to meet the current expenditures of the Township. During the year, shortfalls in cash may occur due to timing differences between the collection of taxes and the payment of expenditures.

OPTIONS/DISCUSSION:

- 1) Council approve the attached by-law authorizing the Mayor and Treasurer to borrow from time to time such sums as may be necessary to meet current expenditures of the Township. (Recommended)
- 2) Council direct staff to not to proceed with the required by-law authorizing the Mayor and the Treasurer to borrow from time to time such sums as may be necessary to meet current expenditures of the Township. (Not Recommended)

FINANCIAL CONSIDERATIONS:

As stated in *the Municipal Act, 2001*, Section 407(2), the total amount borrowed at any one time plus any outstanding amounts of principal borrowed and accrued interest shall not exceed, from January 1st until September 30th of the current year, 50 percent of the estimated revenues of the Corporation as set forth in the estimates adopted for that year. Such borrowing shall not exceed, from October 1st to December 31st of the current year, 25 percent of the said estimated revenues of the Corporation as set forth in the estimates adopted for that year.

OTHERS CONSULTED:

None.

ATTACHMENTS:

- 1) Appendix "A" – Borrowing By-law

Respectfully submitted by,

Approved by,

Mallory Luey
Manager of Corporate Services/Treasurer

William J. Kolasa
Chief Administrative Officer

APPENDIX “A”

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET BY-LAW NO. 0XX-2021

Being a by-law to authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2022.

WHEREAS Section 407 of the Municipal Act, S.O. 2001 c.25, provides authority for a Council by By-law to authorize the Municipality to borrow from time to time, by way of promissory note or bankers' acceptance, such sums as the Council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditure of the Corporation for the year;

AND WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Corporation, shall not exceed, except with the approval of the Local Planning Appeal Tribunal, the limitations set out in Section 407(2) of the Municipal Act;

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

1. **Borrowing Authority**

The Head of Council and the Treasurer are hereby authorized on behalf of the Municipality to borrow from time to time by way of promissory note or bankers' acceptance during the year 2022 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected and until other revenues are received, the current expenditures of the Corporation for the purposes set out in Section 407(1).

2. **Instruments**

A promissory note or bankers' acceptance made under Section 1 shall be signed by the Head of Council and the Treasurer.

3. **Lenders**

The Lenders from whom amounts may be borrowed under authority of this By-law shall be the **MERIDIAN CREDIT UNION LIMITED**. And such other lender(s) of the Municipality as may be determined from time to time by by-law of Council.

4. **Limit on Borrowing**

The total amount which may be borrowed at any one time under this By-law, together with the total of any similar borrowings that have not been repaid, shall not exceed, from January 1st until September 30th of the current year, 50 percent of the estimated revenues of the Corporation as set forth in the estimates adopted for that year. Such borrowing shall not exceed, from October 1st to December 31st of the current year, 25 percent of the said estimated revenues of the Corporation as set forth in the estimates adopted for that year. For purposes of this By-law, the estimated revenues of the Corporation shall not include revenues derivable or derived from:

- a) Borrowing through any issue of debentures,
- b) A surplus, including arrears of taxes, fees or charges,
- c) A transfer from the capital fund, reserve funds or reserves.

5. **Borrowing Documents Required**

The Treasurer shall, at the time when any amount is borrowed under this By-law, ensure that the lender is or has been furnished with

- a) A certified copy of this By-law,
- b) A certified copy of the estimates of the Corporation adopted for the current year.

6. **When Estimates Not Adopted**

If the estimates for the current year have not been adopted at the time an amount is borrowed under this By-law.

- a) The limitation on total borrowing, as set out in Section 4, shall be calculated for the time being upon the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year, and
- b) The certified copy furnished under Section 5 shall show the nature and amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year.

7. **Charge on Revenue**

All or any sums borrowed under this By-law shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for any preceding years as and when such revenues are received but such charge does not defeat or affect and is subject to any prior charge then subsisting in favour of any lender.

8. **Directive to Treasurer**

The Treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this By-law, together with interest thereon, all or any of the money hereafter collected or received, either on account of or realized in respect of, the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.

9. **Additional Documents**

That the Head of Council and the Treasurer are authorized to execute such additional documents as may be required by the lending authority to evidence the indebtedness.

10. **Effective Date**

This By-law shall come into force as of the 1st day of January, 2022.

BY-LAW READ AND PASSED THIS 16th DAY OF NOVEMBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

TO: Mayor Gibson & Members of Council

FROM: Mallory Luey, Manager of Corporate Services/ Treasurer

DATE OF MEETING: November 16, 2021

SUBJECT: Interim 2022 Tax Levy By-law

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-031/2021 regarding an Interim 2022 Tax Levy By-law be received; and

THAT the interim tax levy installment due dates be set as February 28, 2022 and April 29, 2022; and

THAT the attached by-law, being a by-law to provide for interim tax levies for 2022 in the Township of Wainfleet, be read and passed.

EXECUTIVE SUMMARY:

The purpose of this report is to seek Council approval for the 2022 Interim Tax Levy by-law. This by-law is prepared in accordance with the Municipal Act, Section 317, and will come into effect on January 1, 2022.

The by-law is presented as an interim measure until the budget is adopted.

BACKGROUND:

In order for the Township to meet its current obligations, including payments to the Niagara Region and School Boards, section 317 of the *Municipal Act* provides for the municipality to levy interim taxation on all rateable properties prior to the approval of the current budget. Subsection 317(2) of the *Municipal Act* states that a by-law shall be passed in the year that the amounts are to be levied or may be passed in November or December of the previous year if it provides that it does not come into force until a specified day in the following year.

OPTIONS/DISCUSSION:

- 1) Council approve the attached by-law authorizing the Township to impose and collect an interim tax levy. (Recommended)
- 2) Council direct staff to not to proceed with the required by-law authorizing the Township to impose and collect an interim tax levy. (Not Recommended)

FINANCIAL CONSIDERATIONS:

An interim tax levy will allow the Township to meet its current financial obligations including interim payments to the Niagara Region and the School Boards.

OTHERS CONSULTED:

None.

ATTACHMENTS:

- 1) Appendix "A" – Interim Tax Levy By-law

Respectfully submitted by,

Approved by,

Mallory Luey
Manager of Corporate Services/Treasurer

William J. Kolasa
Chief Administrative Officer

APPENDIX "A"

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. XXX-2021

Being a by-law to provide for interim tax levies
for the year 2022 for the Township of
Wainfleet.

WHEREAS section of the *Municipal Act*, S.O. 2001, c. 25, as amended, provides that the council of a local municipality, before the adoption of estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

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

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

1. The amounts levied shall be as follows:

1.1. For the Residential, Pipeline, Farmland and Managed Forest property classes there shall be imposed and collected an interim levy of:

(a) the percentage prescribed by the Minister under section 317(10) of the *Municipal Act*; or,

(b) 50%, if no percentage is prescribed,

of the total taxes for municipal and school purposes levied on in the year 2021.

1.2. For the Multi-Residential, Commercial and Industrial property classes there shall be imposed and collected an interim levy of:

(c) the percentage prescribed by the Minister under section 317(10) of the *Municipal Act*; or,

(d) 50% if no percentage is prescribed,

of the total taxes for municipal and school purposes levied on in the year 2021.

2. All taxes levied under this by-law shall be payable into the hands of the Collector in accordance with the provisions of this by-law.

3. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one and one-quarter percent (1¼%) of the amount in default on the first day of default and on the first day of each calendar month during which the default continues.

4. The interim tax levy imposed by this by-law shall be paid in two installments due on the following dates:
 - 4.1. One-half (1/2) thereof on the 28th day of February of 2022.
 - 4.2. One-half (1/2) thereof on the 29th day of April of 2022.
5. The Collector may mail or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law, a notice specifying the amount of taxes payable.
6. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Collector's roll under section 340 of the *Municipal Act*.
7. The subsequent levy for the year 2022 to be made under the *Municipal Act* shall be reduced by the amount to be raised by the levy imposed by this by-law.
8. The provisions of s.317 of the *Municipal Act*, as amended apply to this by-law with necessary modifications.
9. The Collector shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 5 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.
10. Nothing in this by-law shall prevent the Collector from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
11. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.
12. This By-law shall come into force as of the 1st day of January, 2022.

BY-LAW READ AND PASSED THIS 16th DAY OF NOVEMBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

TO: Mayor Gibson & Members of Council

FROM: William Kolasa, Chief Administrative Officer

DATE OF MEETING: November 16, 2021

SUBJECT: Franchise Agreement with Enbridge Gas Inc.

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-032/2021 respecting a Franchise Agreement with Enbridge Gas Inc. be received; and

THAT the Council of the Corporation of the Township of Wainfleet approves the form of the draft By-law and Franchise Agreement attached to this report and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the *Municipal Franchises Act*; and

THAT the Council of the Corporation of the Township of Wainfleet requests the Ontario Energy Board to make an Order declaring and directing that the assent of the municipal electors of Wainfleet to the attached draft by-law and franchise agreement pertaining to the Corporation of the Township of Wainfleet is not necessary pursuant to the provisions of Section 9(4) of the *Municipal Franchises Act*.

EXECUTIVE SUMMARY:

The purpose of this report is to seek Council's approval to renew a Franchise Agreement with Enbridge Gas Inc. (Enbridge). The current agreement, originally executed with Consumers' Gas Company Ltd. (the predecessor to Enbridge) in 2002, expires on July 11, 2022. The proposed new franchise agreement conforms to a Model Franchise Agreement negotiated between AMO and the gas industry in 1999 and approved by the Ontario Energy Board in 2000.

BACKGROUND:

In 2002, the Township of Wainfleet entered into a twenty (20) year franchise agreement with Consumers Gas Company Ltd. (predecessor to Enbridge). The purpose of the agreement was to permit the company to enter onto Township road allowances to install and maintain a distribution system to supply the residents of the municipality with natural gas, and to establish conditions of road occupancy. Enbridge currently supplies gas to in excess of 2,150 customers within the Township pursuant to this agreement. A copy of the original 2002 agreement (along with authorizing By-law No. 041-2002) is attached as Appendix A to this report.

The Township's ability to enter into a gas franchise agreement is provided for in the *Municipal Franchises Act* (MFA). The MFA assigns responsibility for renewing or refusing to renew a franchise agreement to the Ontario Energy Board (OEB).

As a result of concerns regarding varying franchise agreements and renewals across the province, the OEB established a Municipal Franchise Agreement Committee in 1986 to attempt to develop a model agreement with standardized terms and conditions that would be utilized by all Ontario municipalities.

The Association of Municipalities of Ontario (AMO) participated in the development of the model agreement in consultation with the gas industry and the original model agreement was subsequently sanctioned by the OEB in 1987. In light of the fact that many municipal franchise agreements were coming up for renewal at the turn of the century; in 1999 AMO obtained approval from the OEB to work with the gas industry to update the model agreement. The revised agreement negotiated between AMO and the gas industry was approved by the OEB in early 2000.

The new Franchise Agreement with Enbridge now being proposed for the Township follows the same terms and conditions as contained in the 2000 Model Gas Franchise Agreement (and is consistent with the Township's 2002 franchise agreement). A copy of the proposed agreement and a new draft by-law is attached as Appendix B to this report.

OPTIONS/DISCUSSION

The following summarizes key items within the proposed agreement:

Rights Granted: Enbridge will be permitted to (i) distribute, store and transmit gas in and through the Township and to its inhabitants and (ii) construct and maintain gas systems within Township right-of-ways.

Duration of Agreement and Renewal Procedure: In accordance with the current model agreement, the proposed agreement provides for a 20-year term, and does not preclude either party from applying to the OEB for a renewal of the agreement pursuant to section 10 of the *Municipal Franchises Act*. However, under the new agreement if there is any update to the Model Franchise Agreement over the term, any new provisions will deem to take effect on the 7th and 14th anniversary of the date of the agreement.

Approvals for Construction/Restoration: Enbridge is required to submit a detailed plan for approval from the Public Works Department prior to undertaking any work on the gas system (municipal consent). A road occupancy permit will also be required prior to construction activities occurring, which details the utility works to be undertaken including any road restoration requirements.

Insurance/Indemnification: Enbridge, at all times, shall maintain Comprehensive General Liability Insurance that indemnifies/saves harmless the Township from and against all liabilities resulting from the gas system and works undertaken within the

municipal right-of-way, excluding those that are a result of a negligent act by the Township.

Financial Considerations - Pipeline Relocation: If the Township requires relocation of any gas system as a result of municipal work, other than on a bridge or structure, the new agreement provides for sharing of total relocation costs based on 35% - Township and 65% - Enbridge. Where the gas system is located on a bridge or structure, or in a previously unassumed or unopened road allowance where the Township has not previously approved its location – the relocation costs are at Enbridge's sole expense. The agreement clearly indicates the items that are included in this cost sharing mechanism. Staff regularly and routinely review new and proposed gas system locations to ensure that future relocation costs for the municipality are minimized.

OPTIONS

1. Receive this report as information.
2. Provide direction regarding the renewal of the franchise agreement with Enbridge.

PROCESS

If Council is supportive of this authorizing renewal of the franchise agreement, the following steps will be required to be undertaken:

- Council adopts the recommendation contained in this report;
- Council provisionally adopts (1st and 2nd readings only) of the proposed authorizing by-law and franchise agreement;
- Township staff will forward a provisional franchise agreement package to Enbridge;
- Enbridge will prepare an application to the OEB consisting of the Township's package along with other necessary supporting documentation;
- Public notice will be given of the application to the OEB (including publication in a local newspaper);
- The OEB will consider the application, along any comments received, and will issue a Decision and Order;
- If the application is supported by the OEB, the municipality will be notified and requested to give third and final reading to the provisional by-law;
- Township staff will then forward copies of the final approved by-law and executed franchise agreement to Enbridge (who will also file a copy with the Ontario Energy Board).

Approval of the new agreement would ensure the continued provision of natural gas services to the residents of Wainfleet for the next 20 years.

FINANCIAL CONSIDERATIONS:

Provincial law precludes municipalities from generating revenue by “leasing” municipal rights-of-way for the purpose of providing public utilities. However, legislative provisions achieved through Regulation 584/06 to the Municipal Act, 2001, do provide municipalities with the ability to impose fees to recover costs incurred by municipalities relating to works carried out by gas companies and other utilities on municipal highways. The Public Works Department has established municipal consent and road occupancy processes associated with works intended to be carried out within municipal road allowances – and currently requires an administrative fee/charge in the amount of \$100 per consent (to date, road occupancy permits remain at no charge, subject to the occupancy addressing specific conditions). Staff will continue to monitor its expenditures in this regard and may update such fees and charges at some point in the future as part of the Township’s regular fees and charges review. Any such fees established by the Township for municipal consents/road occupancy permits would be applicable through Section 13 of the model agreement.

OTHERS CONSULTED:

- 1) Strategic Leadership Team

ATTACHMENTS:

- 1) Existing 2002 Franchise Agreement (and Authorizing By-law No. 041-2002)
- 2) Proposed 2021 Franchise Agreement (and draft Authorizing By-law)

Respectfully submitted and approved by,

William J. Kolasa
Chief Administrative Officer

APPENDIX “A”

This page has been intentionally left blank.

**CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. 041-2002

A by-law to authorize a Franchise
Agreement between the Corporation and
the Consumers' Gas Company Ltd.

WHEREAS the Council of the Corporation deems it expedient to enter into the attached franchise agreement with The Consumers' Gas Company Ltd.;

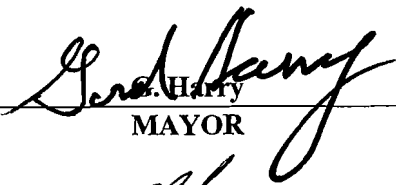
AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the *11TH* day of *June*, 2002 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary.

AND WHEREAS The Consumer's Gas Company Ltd. Has provided the corporation with a consent to the repeal of the By-law hereinafter referred to:

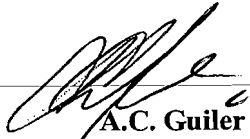
NOW THEREFORE BE IT ENACTED:

1. **THAT** the attached franchise agreement between the corporation and The Consumers' Gas Company Ltd. is hereby authorized and the franchise provided for therein is hereby granted.
2. **THAT** the Mayor and the Clerk are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.
3. **THAT** the By-law referred to in Schedule "A" annexed hereto and forming part of this By-law is hereby repealed insofar as it applies to any area within the present geographic limits of the Corporation.

ENACTED AND PASSED this *13TH* day of *August*, 2002.



G. Harry
MAYOR



A.C. Guiler
CLERK-TREASURER

SCHEDULE "A"

By-law No. 661-80 passed by the Council of the Corporation of the Township of Wainfleet on the 6th day of May, 1980.

Model Franchise Agreement

THIS AGREEMENT effective this 11th day of July, 2002.

BETWEEN: The Corporation of the Township of Wainfleet hereinafter called the
"Corporation"

- and -

The Consumers' Gas Company Ltd. hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement:

- a. "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the Assessment Act;
- b. "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;
- c. "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- d. "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment

as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;

- e. "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- f. "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the Municipal Franchises Act. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- g. "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- h. "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- i. whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

Part II - Rights Granted

2. To provide gas service:

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. To Use Highways.

Subject to the terms and conditions of this Agreement the consent of the corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the

Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures.

- a. If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- b. If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20-year term this agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20-year term.
- c. At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the Municipal Franchises Act.

Part III - Conditions

5. Approval of Construction

- a. The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.

- b. Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- c. The Plan filed by the Gas Company shall include geodetic information for a particular location:
 - i. where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
 - ii. when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- d. The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- e. Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- f. In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.
- g. Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the Drainage Act, or such other person designated by the Corporation as responsible for the drain.
- h. The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.

- i. The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- j. The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. As Built Drawings

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand,

pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. Insurance

- a. The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- b. The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- c. Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing

location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. Pipeline Relocation

- a. If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
 - b. Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
 - c. Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
 - i. the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
 - ii. the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
 - iii. the amount paid by the Gas Company to contractors for work related to the project,
 - iv. the cost to the Gas Company for materials used in connection with the project, and
-
- v. a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.

- d. The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

15. Disposition of Gas System

- a. If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- b. If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or

improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

- a. The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
 - i. the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
 - ii. the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- b. The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
 - i. the third party has entered into a municipal access agreement with the Corporation; and
 - ii. the Gas Company does not charge a fee for the third party's right of access to the highways.
- c. Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook


The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.


18. Agreement Binding Parties

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.


IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

THE CORPORATION OF THE TOWNSHIP OF
WAINFLEET


MAYOR


CLERK

THE CONSUMERS' GAS COMPANY LTD.


Arunas J. Pieckaitis
Vice President
Opportunity Development


JANET HOLDER
VICE PRESIDENT
OPERATIONS
(Duly Authorized Signing Officers)

APPENDIX “B”

This page has been intentionally left blank.

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NUMBER _____

A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN
THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
and
ENBRIDGE GAS INC.

WHEREAS the Council of the Township of Wainfleet deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Enbridge Gas Inc.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on the _____ day of _____, _____ has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

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

1. **THAT** the Franchise Agreement between the Township of Wainfleet and Enbridge Gas Inc., attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.
2. **THAT** the Mayor and Deputy Clerk be and they are hereby authorized and instructed on behalf of the Township of Wainfleet to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-Law.
3. **THAT** the following by-law be hereby repealed:
 - By-law No. 041-2002 for the Township of Wainfleet, passed in Council on August 13, 2002.
4. **THAT** this By-law shall come into force and take effect as of the final passing thereof.

BY-LAW READ A FIRST TIME THIS 16TH DAY OF NOVEMBER, 2021

BY-LAW READ A SECOND TIME THIS 16TH DAY OF NOVEMBER, 2021

BY-LAW READ A THIRD TIME AND FINALLY ENACTED THIS _____ DAY OF _____

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 2021

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

hereinafter called the "Corporation"

- and -

ENBRIDGE GAS INC.

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement

- (a) "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;
- (b) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;

- (c) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (d) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
- (e) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (f) "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- (g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (h) "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- (i) whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

Part II - Rights Granted

2. To provide gas service

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. To Use Highways

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures

- (a) If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- (b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.
- (c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

Part III – Conditions

5. Approval of Construction

- (a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
- (b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- (c) The Plan filed by the Gas Company shall include geodetic information for a particular location:
 - (i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
 - (ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- (d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- (e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- (f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

- (g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.
- (h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- (i) The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- (j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. As Built Drawings

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. **Restoration**

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. **Indemnification**

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. **Insurance**

- (a) The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- (b) The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- (c) Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. **Alternative Easement**

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. **Pipeline Relocation**

- (a) If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- (b) Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- (c) Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
 - (i) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
 - (ii) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
 - (iii) the amount paid by the Gas Company to contractors for work related to the project,

- (iv) the cost to the Gas Company for materials used in connection with the project, and
 - (v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- (d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

15. Disposition of Gas System

- (a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- (b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system

as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

- (a) The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
 - (i) the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
 - (ii) the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- (b) The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
 - (i) the third party has entered into a municipal access agreement with the Corporation; and
 - (ii) the Gas Company does not charge a fee for the third party's right of access to the highways.
- (c) Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. **Other Conditions**

None.

19. **Agreement Binding Parties**

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

Per:

Kevin Gibson, Mayor

Per:

Meredith Ciuffetelli, Deputy Clerk

ENBRIDGE GAS INC.

Per:

Mark Kitchen, Director
Regulatory Affairs

Per:

Bike Balkanci, Director,
GTA West & Niagara Operations

TO: Mayor Gibson & Members of Council

FROM: William Kolasa, Chief Administrative Officer

DATE OF MEETING: November 16, 2021

SUBJECT: COVID-19 Impact Report

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-033/2021 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 key public health and health care indicators have caused the Province to pause the lifting of capacity limits in remaining settings where proof of vaccination is required. On November 10, 2021, the Ontario government issued a [news release](#) announcing the pause and urging Ontarians to remain vigilant and continue following public health and workplace safety measures and to get vaccinated if they have not already done so.

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. 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>

Niagara Region is also continuing efforts to promote and accommodate [vaccinations for youth](#) and eligibility for expanding [booster eligibility](#), based on age and risk.

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.

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, recent spikes in cases in Niagara and across Ontario demonstrate that 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



Memorandum

To: Mayor Gibson & Members of Council
From: M. Ciuffetelli, Deputy Clerk
Date: November 16, 2021
Re: Council Request for Additional Information - Draft Election Sign By-law

At its meeting of October 26, 2021, Council considered a Memorandum from the Deputy Clerk reviewing the Township's Election Sign By-law No. 001-2010 and recommending a number of housekeeping changes to address minor issues experienced during the 2018 municipal elections and to respond to subsequent public and candidate suggestions regarding updates to the original 2010 by-law.

During those deliberations, Members of Council inquired about the potential for additional amendments and requested that staff investigate those matters and provide additional information to Council prior to its consideration of adoption of the revised, draft by-law.

In response to the request for information, staff first consulted with the Township's in-house solicitor to better understand the full breadth of the legal framework that exists in relation to *Municipal Act* provisions regarding the regulation of signs.

To begin, staff would note that municipalities do have the clear legal authority pursuant to subsection 11(1) of the *Municipal Act, 2001*, to prohibit and regulate signs on both public and private property. When exercising such authority, however, the solicitor noted that the municipal powers must be applied in accordance with a broader legal framework - including the principles of the *Canadian Charter of Rights and Freedoms*, and more particularly: Section 2(b) of the *Charter* which states:

"Everyone has the following fundamental freedoms: ...

(b) freedom of thought, belief, opinion and expression, including freedom of the press and other media communication; ..."

The courts have held that signs are an important and effective form of expressive activity and that posting signs merits protection under the *Charter*. Therefore, the broader legislative framework provides that *Municipal Act* by-laws may infringe on the *Charter* where such infringement is justified pursuant to section 1 of the *Charter* which states:

"The [*Charter*] guarantees the rights and freedoms set out in it subject only to such reasonable limits prescribed by law as can be demonstrably justified in a free and democratic society."

Therefore, the municipality must be able to demonstrate that any *Municipal Act* sign regulations that it may put in place are in fact reasonable limits that can be justified under section 1 of the *Charter*.

Through extensive case law, the courts have further laid out a standard form of analysis to determine if a municipal sign by-law can be upheld under section 1 of the *Charter*:

- I. The objective of the law must be a “pressing and substantial” one that is sufficiently important to justify limiting a *Charter* right. For municipal sign by-laws, pressing and substantial objectives include the following:
 - Aesthetic concerns, which have been described as urban blight and visual clutter, generally arising from the number and placement of signs as opposed to their content;
 - Traffic safety, which relates primarily to driver distraction; and
 - Preservation of the particular character or heritage of the municipality, which is different from aesthetic appeal.
- II. The means chosen to achieve the objective must be proportionate, which means that:
 - There is a rational connection between the measures adopted in the by-law and the objective of the by-law;
 - The measures impair the right in question as little as possible, which requires the restrictions to fall within a range of reasonable alternatives; and
 - There is proportionality between the deleterious and salutary effects of the by-law.

Question #1 – Can the Township limit election signs to private property only?

Under the *Municipal Act*, the Township does have the authority to enact by-laws to regulate the erection of signs on Township property and private property within the geographic limits of the municipality. Application of a Township by-laws to other public property that may be owned by senior levels of government (such as the Region of Niagara, the Province of Ontario and the Government of Canada) is another matter. That said, those other levels of government do have their own regulations regarding the erection of signs on their property.

Understanding that the Township does have the legal ability to regulate the erection of signs under the *Municipal Act*; it becomes a *Charter* question as to the extent of regulation that needs to be undertaken by the Township to address the “pressing and substantial” issues that are known to us. Staff suggest that the draft by-law presented at the last meeting of Council is consistent with the both the *Municipal Act* and the *Charter* by proportionately establishing regulations (most of which were contained in the Township’s previous Election Sign By-law No. No. 001-2010 (as amended)) to address key aesthetic and safety concerns that are known to exist. Additional (and more restrictive) regulations that would further infringe upon *Charter* rights would require a clear policy objective meeting the court-established *Charter* tests.

Question #2 – Can we prescribe materials that may be used in election signs?

It is perhaps the *Charter* that speaks most strongly to any attempt to regulate materials that might be used in the election signs. In reviewing the *Charter* analysis framework established by the courts: the question becomes: what is the objective of prescribing a type of material used in signs – and is such objective reasonable, proportionate and does it impair the rights contained within the charter as minimally as possible? Staff would recommend that a by-law attempting to specifically regulate the materials that may be used in the construction of election signs may exceed the authority of the municipality under the *Charter*.

Question #3 – Can we limit the total number of election signs per candidate (or third party advertiser)?

Once again, it is perhaps the *Charter* that speaks most strongly to any attempt to limit the total number of signs per candidate. The draft by-law does include limited provisions (in Section 2.7) that regulate the proximity of election signs from one another (in order to minimize the potential for visual clutter and blight, as well as to lessen the potential of distractions that could impact traffic and public safety). This is a consistent approach utilized by municipalities to address such issues and is consistent with principles detailed in the *Charter*.

However, an even broader restriction on the total number of signs that a candidate may utilize in their entire campaign may be interpreted as the municipality proportionately overstepping its *Municipal Act* authorities and violating *Charter* tests that call for regulatory measures to impair the candidate's (or the public's) rights "as little as possible", while still serving the underlying policy objective of the regulation.

The originally-drafted Election Sign by-law amendment, introduced at the October 26, 2021 meeting of Council is included on the agenda for consideration by Council.



Memorandum

TO: Mayor Gibson and Members of Council
FROM: Mallory Luey, Manager of Corporate Services/Treasurer
SUBJECT: Municipal Grants and Donations
DATE: November 16, 2021

Municipal Grants and Donations Policy

In 2017, the Township adopted a policy as it relates to Municipal Grants and Donations. The purpose of the policy was to provide support to non-profit groups and organizations that provide programs, services or events that are of a general benefit to the community. The Township receives grant requests annually that exceed the amount the Township is able to fund. The aim of the policy was to allow the Township to provide a modest level of support and assistance to community nonprofit organizations and volunteer groups.

Two streams of grants have been identified:

Stream 1 is defined as having a direct benefit to Wainfleet ratepayers, which means at least one service, program or activity is located in the boundaries of Wainfleet, or 50% or more of the benefiting individuals reside in the Township.

Stream 2 is defined as having an indirect benefit to Wainfleet ratepayers, meaning the organization has a known presence in the Niagara Region and provides services, programs or activities to Township of Wainfleet residents.

Historical Funding Since the Inception of the Policy

Year	Application Requests	Approved Funding (includes Airport Contribution)
2017	\$52,101	\$49,101
2018	\$62,848	\$58,204
2019	\$58,204	\$44,436
2020	\$60,402	\$43,202
2021	\$36,642	\$18,576
Total	\$270,197	\$213,519

2021 approved funding amount represents the Townships Grant requirement for the Niagara Central Dorothy Rungeling Airport, as well as the Scholarship Grants which are part of a separate policy.

Administrative Staff Report 004-2021 was presented before Council for consideration of the Grant Applications prior to budget deliberations and the following Resolution was made and carried;

Resolution No. C-2021-037

Moved by Councillor Van Vliet

Seconded by Councillor Gilmore

*“THAT Administrative Staff Report ASR-004/2021 respecting 2021 Municipal Grant and Donation Applications be received; and
THAT Council establish that the total amount of zero be applied to the 2021 budget for municipal grant and donation applications.”*

CARRIED

2022 Grant Applications and Timelines

A call for applications is proposed to commence on December 1, 2021, with the application package being posted to the Township’s website as well as emailed to previous applicants. The deadline to submit an application will be December 31, 2021. Staff will review the applications and bring forward a staff report for Council’s consideration at the Regular meeting of Council on February 15, 2022.

If Council wishes to take a similar position as identified in the above motion last year, applications will not be made available and a notice will be posted on the website that zero funds have been allocated to the Municipal Grant and Donation Program for the 2022 budget year.

ADMINISTRATION STAFF REPORT

ASR-034/2021

TO: Mayor Gibson & Members of Council

FROM: W. Kolasa, Chief Administrative Officer

DATE OF MEETING: November 16, 2021

SUBJECT: Update of Fouling of Roads By-law

RECOMMENDATION(S):

THAT Report ASR-034/2021 be received as information,

AND THAT the revised draft Fouling of Roads by-law appended to this report be presented to Council for adoption.

EXECUTIVE SUMMARY:

The Township's current Fouling of Roads By-law was enacted on October 3, 1978, under the authority of the Municipal Act, R.S.O. 1970, Chapter 284. While the original by-law was appropriately drafted at the time, some 43 years have passed since it was enacted and there is a need to modernize the by-law to reflect the various legislative and procedurally changes that have been introduced by the Province of Ontario. Building on the original 1978 by-law, therefore, the proposed by-law attempts to address shortcomings of the original municipal regulations and provide staff with the necessary tools to be able to effectively deal with complaints that are received by the Township from time to time.

BACKGROUND:

The Council of the Township of Wainfleet enacted By-law No. 584(1978) on October 3, 1978, to regulate the obstructing, encumbering, injuring or fouling of Township Roads. The by-law was authorized by Section 460(1) of the Municipal Act, R.S.O. 1970. That section of provincial law was superseded in 2001 with the enactment of a new Municipal Act, 2001 – which completely changed the legislative framework under which municipalities operate.

Wainfleet's Fouling of Roads By-law did receive a minor update in 2019, when only the most essential updates were introduced in order to incorporate the introduction of Administrative Monetary Penalties – a new system intending to be a more appropriate and accessible way of dealing with certain by-law violations. Administrative monetary penalties (AMPs) are a civil (rather than quasi-criminal) mechanism for enforcing compliance with regulatory requirements. They are an effective, quick, clear and tangible way for regulators to respond to infractions of the law. In practice, a monetary penalty is assessed and imposed in the form of a notice with a prescribed date and time for payment.

A recent review of the by-law highlighted some significant shortcomings in light of the modern implementation of a 43 year old by-law. At this time, therefore, staff are requesting that Council consider a more fulsome amendment that will address the needs of the municipality in dealing with current situations.

Attached to this report are the original 1978 By-law (as amended in 2019 to implement Administrative Monetary Penalty provisions) as well as a proposed revised by-law. The revised by-law includes:

- Updated recitals to reflect current enabling legislation;
- Updated definitions to clarify the meaning and intent of language used in the by-law;
- A new Section 4.2 intending to address situations where traffic arising from activity on a property injures or fouls a roadway and which may present a hazard to the travelling public;
- An updated Part 5 reflecting modern enforcement practices and protocols
- A new Part 6 outlining penalty provisions (including the Administrative Monetary Penalty system).

While this by-law is intended to have general application to the whole of the municipality and all Township Roads, staff would note that there may circumstances where the by-law may not be utilized to address certain nuisances. For example, the Farming and Food Production Protection Act, 1998, S.O. 1998, c.1, provides as follows:

Normal farm practice preserved

6(1) No municipal by-law applies to restrict a normal farm practice carried on as part of an agricultural operation. 1998, c. 1, s. 6 (1).

Thus, regulations in the by-law that would address certain commercial and/or industrial activities being undertaken in the Township, would not necessarily apply to bona fide agricultural operations – provided that those agricultural operations are undertaken utilizing “normal farm practices”.

OPTIONS/DISCUSSION:

- 1) Council support updates to the 1978 Fouling of Roads By-law. (Recommended)
- 2) Council provide alternative direction to staff.

FINANCIAL CONSIDERATIONS:

None.

OTHERS CONSULTED:

- 1) Operations Manager
- 2) By-law Enforcement Officer
- 3) Township In-house Solicitor

ATTACHMENTS:

- 1) Appendix "A" – Township of Wainfleet By-law No. 584(1978) – as amended by By-law No. 043-2019
- 2) Appendix "B" – Draft Updated Fouling of Roads By-law.

Respectfully submitted by,

William J. Kolasa,
Chief Administrative Officer/ Clerk

THE CORPORATION OF THE

TOWNSHIP OF WAINFLEET

BYLAW NO. 584 (1978)

AS AMENDED BY BY-LAW NO. 043-2019

Being a bylaw to prohibit the obstruction, encumbering, injuring or fouling of Township Roads.

WHEREAS Section 460 (1) of the Municipal Act, R.S.O. 1970, Chapter 284, provides that the Council of a Municipality may pass a bylaw for prohibiting or regulating the obstruction, encumbering, injuring or fouling of highways or bridges.

AND WHEREAS the Council of the Corporation of the Township of Wainfleet, deems it advisable and necessary to enact a bylaw pursuant to such authority with respect to its Township Roads.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WAINFLEET ENACTS AS FOLLOWS:

DEFINITIONS

1. For the purpose of this bylaw,
 - (a) "Road Superintendent" means the Road Superintendent of the Township of Wainfleet.
 - (b) "Highway" means a common and public highway and includes a street and a bridge forming part of a highway, or on, over or across, which a highway passes.
 - (c) "Township Road" means a highway under the jurisdiction of the Corporation of the Township of Wainfleet.
 - (d) "Sidewalk" means all such parts of a highway as are set aside or improved for the use of pedestrians.

GENERAL PROVISIONS

2. Without the permission of the Council of the Corporation of the Township of Wainfleet or unless authorized by the provisions of a bylaw of the Corporation of the Township of Wainfleet, no person shall.
 - (a) Obstruct, encumber, injure or foul any Township Road or any drain, ditch, or culvert thereupon.
 - (b) Erect, install, place or maintain, or cause or permit the erection, installing, placing or maintaining, of any pole, post, fence, hedge, awning, canopy, marquee, porch, doorstep, vehicle approach ramp, sidewalk, driveway, structure, firewood, material or thing, either wholly or partly upon, in, under, or over a Township Road.

- (c) Cause or permit the hanging or maintaining of any gate, door or other thing in such a manner as to allow it to swing over any part of a Township Road.
 - (d) Place or expose, or cause any merchandise or articles of any kind to be placed or exposed upon a Township Road outside a building so that the same shall project over any part of a Township Road; provided that this paragraph shall not prevent the use of a part of a sidewalk for not more than 1 hour at any one time for the taking in, or delivery of merchandise or other articles, if sufficient space is left unencumbered for the use of pedestrians and the merchandise or articles are removed therefrom without unnecessary delay.
 - (e) Without limiting the generality of the foregoing, foul any Township Road or cause or permit the fouling thereof by throwing, placing or depositing thereon any dirt, filth, glass, metal, paper, hay, straw, coal, manure, earth, snow, ice, animal carcass, liquid waste, refuse or other matter or thing, whether spilled from a vehicle or not.
3. (a) Upon receipt of notice from the Road Superintendent any pole, post, fence, hedge, awning, canopy, marquee, porch, doorstep, vehicle approach ramp, sidewalk, driveway, structure, material or thing unlawfully upon, in, under or over a Township Road, either wholly or partly, shall be removed forthwith by the occupant or owner of the land in connection with which the same exists.
- (b) In default of compliance with subsection (a) above, any such obstruction or encumbrance may be removed and the Township Road restored to its proper condition, by the Road Superintendent at all the expense of the occupant or owner of the land in connection with which such obstruction or encumbrance exists, and the amount of such expense shall be paid to the Corporation of the Township of Wainfleet, by the said occupant or owner forthwith upon demand.

PENALTY

4. ~~Every person who contravenes any provision of this bylaw is guilty of an offence and on summary conviction is liable to a fine of not more than \$1,000.00, exclusive of costs.~~
4. (a) Every person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to fines as provided for in the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended, or **(AS AMENDED BY BY-LAW NO. 043-2019)**
- (b) An Officer may issue a penalty notice immediately upon evidence of a violation to the owner of the property in accordance with the AMPS By-law for Non-Parking Offences No. 027-2019 **(AS AMENDED BY BY-LAW NO. 043-2019)**
5. This bylaw shall come into force and take effect upon the day of its passage by Council.

READ A FIRST TIME, READ A SECOND TIME, READ A THIRD TIME AND FINALLY
PASSED IN COUNCIL THIS 3rd DAY OF OCTOBER, 1978.

CORPORATION OF THE TOWNSHIP OF WAINFLEET

Stan Pettit

MAYOR

Robert J. Heil

CLERK-TREASURER

PROVINCIAL OFFENCES ACT

Part I

IT IS ORDERED pursuant to the provisions of the *Provincial Offences Act* and the rules for the Ontario Court of Justice, that the amount set opposite each of the offences in the schedule of offences under the Provincial Statutes and Regulations thereunder and Municipal By-Law No. 584-1978, as amended, of the Township of Wainfleet, Niagara Region, attached hereto is the set fine for that offence. This Order is to take effect December 24, 2013.

Dated at Hamilton this 24th day of December 2013.



Sharon Nicklas
Regional Senior Justice
Central South Region

SET FINE SCHEDULE

Page 1 of 2

**PART 1 PROVINCIAL OFFENCES ACT
TOWNSHIP OF WAINFLEET
SET FINE SCHEDULE**

**Offences and set fines under By-Law 584-1978, as amended prohibit the obstruction, encumbering, injuring or fouling of
Township Roads**

<u>Item</u>	<u>Column 1</u> Short Form Wording	<u>Column 2</u> Provision Creating or Defining Offence	<u>Column 3</u> Set Fine in \$
1.	Obstruct, encumber, injure or foul any road or drain, ditch or culvert without permission.	Section 2 (a)	500.00
2.	(Erect, install, place or maintain, or cause or permit the erection, installing, placing or maintaining) of a (pole, post, fence, hedge, awning, canopy, marquee, porch, doorstep, vehicle approach ramp, sidewalk, driveway, structure, firewood, material or thing), (wholly or partly upon) (in, under, or over) a Township Road.	Section 2 (b)	500.00
3.	(Cause or permit) the hanging or maintaining of any, door, or other thing in such a manner as to allow it to swing over any part of a Township Road.	Section 2 (c)	250.00
4.	(Place or expose, or cause) any merchandise or articles of any kind to be placed or exposed upon a Township road outside a building so that the same shall project over any part of a sidewalk for more than 1 hour at a time for the taking in, or delivery of merchandise or other articles	Section 2 (d)	250.00

Dec 24/13
JN

SET FINE SCHEDULE

Page 2 of 2

5.	(Foul or permit the fouling) of Township roads by (throwing, placing or depositing), thereon (dirt, filth, glass, metal, paper, hay, straw, coal, manure, earth, snow, ice, animal carcass, liquid waste, refuse or other matter or thing)	Section 2 (e)	500.00
6.	Failure to remove (pole, post, fence, hedge, awning, canopy, marquee, porch, doorstep, vehicle, approach ramp, sidewalk, driveway, structure, material, or thing) unlawfully (upon, under, or over) a Township Road either (wholly or partly), upon receipt of notice from the Road Superintendent	Section 3 (a)	500.00

Note: The penalty provision from the offences indicated above is in accordance to Section 61 of the Provincial Offences Act, R.S.O. 1990, c. P.33

SCHEDULE "A" TO BY-LAW NO. 584-1978

Section	Short Form Wording	Penalty
2 (a)	Obstruct, encumber, injure or foul any road or drain, ditch or culvert without permission	\$500.00
2 (b)	Erect, install, place or maintain, or cause or permit the erection, installation, placing or maintaining of a pole, post, fence, hedge, awning, canopy, marquee, porch, doorstep, vehicle approach ramp, sidewalk, driveway, structure, firewood, material or thing, wholly or partly upon, in, under, or over a Township Road	\$500.00
2 (c)	Cause or permit the hanging or maintaining of any, door, or other thing in such a manner as to allow it to swing over any part of a Township Road	\$250.00
2 (d)	Place or expose or cause to any merchandise or articles of any kind to be placed or exposed upon a Township road outside a building so that the same shall project over any part of a sidewalk for more than 1 hour at a time for the taking in or delivery of merchandise or other articles.	\$250.00
2 (e)	(Foul or permit the fouling) of Township road by (throwing, placing or depositing), thereon (dirt, filth, glass, metal, paper, hay, straw, coal, manure, earth, snow, ice, animal carcass, liquid waste, refuse or other matter or thing)	\$500.00
3 (a)	Fail to remove (pole, post, fence, hedge, awning, canopy, marquee, porch, doorstep, vehicle, approach ramp, sidewalk, driveway, structure, material, or thing) unlawfully (upon, under, or over) a Township Road either (wholly or partly), upon receipt of notice from the Road Superintendent)	\$500.00

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BYLAW NO. 041-2021

Being a bylaw to prohibit the obstruction, encumbering, injuring or fouling of Township Roads.

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

AND WHEREAS sections 11 and 27 of the *Municipal Act, 2001* provide that a lower-tier municipality may pass by-laws respecting highways under its jurisdiction;

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

AND WHEREAS section 426 of the *Municipal Act, 2001* provides that no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under a by-law enacted under the statute;

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 444 of the *Municipal Act, 2001* permits a municipality, if satisfied that a contravention of a by-law of the municipality passed under the statute has occurred, to make an order requiring the person who contravened the by-law or who caused or permitted the contravention to discontinue the contravening activity;

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

AND WHEREAS the Council of the Corporation of the Township of Wainfleet considers it necessary and desirable to enact this by-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WAINFLEET ENACTS AS FOLLOWS:

1. SHORT TITLE

1.1. This By-law shall be known as the "Fouling of Roads 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.

“By-law” means this Fouling of Roads By-law.

“Company” means any corporate or legal entity that is not an Individual and includes but is not limited to a company, corporation, cooperative, partnership, firm, sole proprietorship, association, society and/or, organization.

“Council” means Council of the Township.

“Deposit” means to place, throw, spill, dump or otherwise cause or permit Material to be situated on a Road by any means whatsoever and, without limiting the generality of the foregoing, includes any Material that is moved, transported, carried or brought by any Person, animal, Vehicle, equipment, appurtenance or other conveyance and that becomes loose, detaches, blows, spills or falls on any Road.

“Foul” means to Deposit any Material on a Township Road.

“Individual” means a natural person.

“Material” means any substance or material of any nature or kind whatsoever and, without limiting the generality of the foregoing, includes any dirt, filth, soil, mud, gravel, sand, clay, lime, fertilizer, manure, snow, ice, glass, metal, paper, hay, straw, coal, animal carcass, liquid waste, refuse or other matter.

“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.

“Operations Manager” means the Operations Manager of the Township or his/her designate.

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

“Person” includes an Individual and a Company.

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

“Road” means a common and public highway and includes any street, bridge, trestle, viaduct or other structure forming part of a highway and includes the whole of the road allowance between the lateral property lines thereof.

“Sidewalk” means all parts of a Road as are set aside or improved for the use of pedestrians.

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

“Township Road” means a Road under the jurisdiction of the Township.

“Vehicle” includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine, bicycle, equipment and any vehicle drawn, propelled or driven by any kind of power, including muscular power.

3. APPLICATION

3.1. This By-law shall apply to all Township Roads and Sidewalks.

4. PROHIBITIONS

4.1. Without the prior written consent of Council or unless otherwise authorized by the provisions of a by-law of the Township, no Person shall:

- (a) Foul, obstruct, encumber or injure, or cause or permit to be Fouled, obstructed, encumbered or injured, any Township Road or any drain, ditch, or culvert thereupon.
- (b) Erect, install, place or maintain, or cause or permit to be erected, installed, placed or maintained, any pole, post, fence, hedge, awning, canopy, marquee, porch, doorstep, vehicle approach ramp, sidewalk, driveway, structure, firewood, material or other thing, either wholly or partly upon, in, under or over a Township Road.
- (c) Hang or maintain, or cause or permit to be hung or maintained, any gate, door or other thing in such a manner as to allow it to swing over any part of a Township Road.
- (d) Place or expose, or cause or permit to be placed or exposed, any merchandise or other articles of any kind upon a Township Road outside of a building so that the same shall project over any part of a Township Road; provided that this paragraph shall not prevent the use of a part of a Sidewalk for not more than one (1) hour at any one (1) time for the taking in, or delivery of merchandise or other articles, provided that sufficient space is left unencumbered for the use of pedestrians and that the merchandise or articles are removed therefrom without unnecessary delay.

4.2. The Owner of any Property at or upon which any activity is undertaken that involves or requires the passage of Persons, animals, Vehicles, equipment, appurtenances or other conveyances to or from the Property and any other location within or outside the Township shall not:

- (a) Transport, drive, guide or operate any such animals, Vehicles, equipment, appurtenances or other conveyance in a manner that Fouls, obstructs, encumbers or otherwise injures a Township Road or Sidewalk; and/or

- (b) Cause or permit any such animals, Vehicles, equipment, appurtenances or other conveyances to be transported, driven, guided or operated in a manner that Fouls, obstructs, encumbers or otherwise injures a Township Road or Sidewalk.

5. ADMINISTRATION AND ENFORCEMENT

- 5.1. For the purposes of enforcing this By-law, the Operations Manager 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*").
- 5.2. Where the Owner of a Property erects, installs, places, maintains or causes or permits to be erected, installed, placed or maintained any pole, post, fence, hedge, awning, canopy, marquee, porch, doorstep, vehicle approach ramp, sidewalk, driveway, structure, firewood, material or other thing wholly or partly upon, in, under or over a Township Road or hangs or maintains or causes or permits to be hung or maintained any gate, door or other thing in such a manner as to allow it to swing over any part of a Township Road, the Township may issue an Order requiring the Owner to remove or cause the removal of the obstruction or encumbrance forthwith.
- 5.3. An Order made under section 5.2 of this By-law shall prescribe the time period for complying with the Order. Where the Owner fails to comply with an Order within the time period specified for compliance, the Township may remove the obstruction or encumbrance at the expense of the Owner. The amount of such expense shall be paid to the Township by the Owner of the Property forthwith upon demand.
- 5.4. Where a Township Road is Fouled by reason of the passage of Persons, animals, Vehicles, equipment, appurtenances or other conveyances to or from a Property, the Owner of the Property shall forthwith remove or cause to be removed the Deposit and shall remedy the Fouling to the satisfaction of the Township.
- 5.5. Where a Township Road is obstructed, encumbered or otherwise injured by reason of the passage of Persons, animals, Vehicles, equipment, appurtenances or other conveyances to or from a Property, the Owner of the Property shall forthwith remove or cause to be removed the obstruction or encumbrance shall remedy the injury to the satisfaction of the Township.
- 5.6. Where the Owner of a Property fails to forthwith remove or cause to be removed any Fouling, Deposit, obstruction or encumbrance or fails to forthwith correct an injury to a Township Road, the Township may, without notice, carry out any work necessary to remove the Fouling, Deposit, obstruction or encumbrance, to correct the injury to the Township Road and/or to restore the Township Road to its normal condition, at the expense of the Owner. The amount of such expense shall be paid to the Township by the Owner forthwith upon demand.

-
- 5.7. No Person shall hinder or obstruct, or attempt to hinder or obstruct, the Operations Manager, an Officer, or any other employee or agent authorized to carry out work for the Township from carrying out inspections of land or conducting any other duties required to give effect to this by-law, including the carrying out of work that may be required to remedy or correct a Township Road that has been Fouled, obstructed, encumbered or otherwise injured.

6. PENALTIES

- 6.1. 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*.
- 6.2. An Officer may issue an Administrative Monetary Penalty notice immediately upon evidence of a violation of this By-law to the Owner of a Property in accordance with Township By-law No. 027-2019, as amended, Being a By-law to Establish an Administrative Monetary Penalty System for Non-Parking Related Offences.
- 6.3. The Administrative Monetary Penalties for failures to comply with this By-law are set out in Schedule "A", which is attached hereto and forms part of this By-law.
- 6.4. Where a contravention of a provision of this By-law or an Order is committed on or continues for more than one (1) day, the Person committing the contravention is liable to be convicted for a separate offence for each day that the contravention is committed or continued. For greater certainty, in the case of an Order, a contravention continues for every day or part of a day past the date set out in the Order by which the work must be completed or action taken as the case may be.

7. GENERAL

- 7.1. If any part or 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 to be inoperative in particular circumstances, this balance of the By-law, and/or its application in other circumstances, shall not be affected and shall remain in full force and effect.
- 7.2. 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.
- 7.3. Any reference to legislation in this By-law includes the legislation referred to and any amendments, replacement, subsequent enactment or consolidation of such legislation.
- 7.4. This By-law shall come into force and take effect upon the date of its passage by Council.

BY-LAW READ AND PASSED THIS 16TH DAY OF NOVEMBER, 2021

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

SCHEDULE "A" TO BY-LAW NO. 584-1978

Section	Short Form Wording	Penalty
4.1 (a)	Foul, obstruct, encumber or injure, or cause or permit to be fouled, obstructed, encumbered or injured any Township Road or drain, ditch or culvert	\$500.00
4.1 (b)	Erect, install, place or maintain, or cause or permit the erection, installation, placing or maintaining of a pole, post, fence, hedge, awning, canopy, marquee, porch, doorstep, vehicle approach ramp, sidewalk, driveway, structure, firewood, material or thing, wholly or partly upon, in, under, or over a Township Road	\$500.00
4.1 (c)	Cause or permit the hanging or maintaining of any gate, door, or other thing in such a manner as to allow it to swing over any part of a Township Road	\$250.00
4.1 (d)	Place or expose, or cause or permit to be placed or exposed, any merchandise or articles of any kind upon a Township road outside a building so that the same shall project over any part of a sidewalk for more than 1 hour at a time for the taking in or delivery of merchandise or other articles.	\$250.00
4.2 (a)	Owner of Property at which activity is undertaken requiring the passage of Persons, animals, Vehicles, equipment, appurtenances or conveyances to or from the property Transports, drives, guides or operates such animals, Vehicles, equipment, appurtenances or conveyances in a manner that Fouls, obstructs, encumbers or otherwise injures a Township Road (or Sidewalk)	\$500.00
4.2 (b)	Owner of Property at which activity is undertaken requiring the passage of Persons, animals, Vehicles, equipment, appurtenances or conveyances to or from the property causes or permits to be caused such animals, Vehicles, equipment appurtenances or conveyances to be transported, driven, guided or operated in a manner that Fouls, obstructs, encumbers or otherwise injures a Township Road (or Sidewalk)	\$500.00
5.2	Fail to comply with an Order	\$750.00
5.7	Hinder or obstruct, or attempt to hinder or obstruct, Operations Manager, Officer or any other employee or agent authorized to carry out work for the Township	\$750.00

ADMINISTRATION STAFF REPORT

BESR-008/2021

TO: Mayor Gibson & Members of Council

FROM: Mark Tardif, By-law Enforcement Officer

DATE OF MEETING: November 16, 2021

SUBJECT: Animal Control Contract Renewal

RECOMMENDATION(S):

THAT By-law Enforcement Staff Report BESR-008/2021 be received for information; and

THAT Council authorize the Mayor and the Clerk to renew an agreement between the Corporation of the Township of Wainfleet and the Niagara Society for Prevention of Cruelty to Animals and Humane Society for animal control and humane services.

EXECUTIVE SUMMARY:

The Township of Wainfleet currently contracts with the Niagara Society for Prevention of Cruelty to Animals and Humane Society (the "NSPCA") for the provision of animal control and humane services to the municipality. As the existing contract nears the end of its term, the NSPCA has proposed a new five-year contract extension for animal control and humane services for the Township of Wainfleet.

BACKGROUND:

All animal control services and humane services, such as animal sheltering, in Wainfleet are provided to the community under a contract of service with the NSPCA. The NSPCA is the successor agency to the former Welland & District SPCA and which provides services to the municipalities of Niagara Falls, Welland, Port Colborne, Pelham, West Lincoln, Lincoln, Haldimand County and Wainfleet.

The current contract (attached as Appendix A) is scheduled to expire on December 31, 2021.

As NSPCA staff are amenable to a renewed contract with the Township, they have provided a draft Amending Agreement (attached as Appendix B). As the Township does not have the qualified staff to act as Animal Control Officers, nor does the Township own a suitable animal shelter, Township staff recommend renewing the contract with the NSPCA through the Amending Agreement.

OPTIONS/DISCUSSION:

- 1) Council direct proceeding with the Amending Agreement for the contract renewal with the NSPCA for animal control and humane services. (Recommended).
- 2) Council direct staff to issue a Request For Proposals (RFP) to all animal control service providers for the provision of animal control and humane services to the Township. This option is not recommended due to the timing of issuing a RFP and securing a provider, potential increased costs and the risk of reduced level of service with high response times for providers that are located farther away.

FINANCIAL CONSIDERATIONS:

In 2019, the Township entered into a 3-year agreement with Welland & District SPCA for the provision of animal control and humane services. The agreement provided for a stipulated price of \$31,177.00 in the first year, with annual increases based on the current Consumer Price Index. Based on the 2020 and 2021 indexes, the Township incurred total costs of \$31,800.00 in 2020 and \$32,404.20 in 2021.

A new, five-year contract extension is proposed to take effect in 2022 with a stipulated price of \$32,404.20. Subsequent years would see an annual adjustment, again based on the current Consumer Price Index.

OTHERS CONSULTED:

- Mr. John Greer – Executive Director, Niagara SPCA and Humane Society

ATTACHMENTS:

- 1) Appendix “A” – Animal Control and Humane Services Agreement
- 2) Appendix “B” – Amending Agreement

Respectfully submitted by,

Reviewed by,

Mark Tardif,
By-law Enforcement Officer

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

Approved by,

William J. Kolasa,
Chief Administrative Officer/ Clerk

THIS AGREEMENT made ~~this~~—day of _____, 2019

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

Hereinafter called "the Municipality"

OF THE FIRST PART

-AND-

THE WELLAND & DISTRICT HUMANE SOCIETY

Hereinafter called "the Society"

OF THE SECOND PART

WHEREAS The Municipality deems it necessary to enter into an agreement with the Society for the provision of Animal Control and Humane Services within the boundaries of the Municipality;

AND WHEREAS The Society has agreed to enter into an agreement with the Municipality for the purposes of the services described in Schedule A attached hereto and forming part of this agreement;

NOW THEREFORE THIS AGREEMENT WITNESS that in consideration of the mutual covenants herein contained, the parties hereto agree with the following:

1. That between the hours of 8:00 o'clock a.m. and 7:00 o'clock p.m. – Monday to Friday and 8:00 o'clock a.m. and 4:00 o'clock p.m. Saturday and Sunday – the Society shall provide services for the Municipality in accordance with the terms and conditions as described in Schedule A of this agreement
2. The Society shall respond to Animal Control and Humane Service related calls after hours for the Municipalities on an emergency basis only.
3. The Society shall perform all services on behalf of the Municipality in accordance with provisions of the Animal related By-laws as approved by the Council of the Municipality and amended from time to time and listed as follows:
 - a. By-law No. 014-2016 to provide for the licensing, control and regulation of dogs;
 - b. By-law No. 008-2018 to prohibit and regulate animals being at large; and
 - c. By-law No. 011-2018 to regulate exotic, prohibited and dangerous animals
4. The Municipality shall be responsible for maintaining the By-laws, which By-laws shall be subject to review and amendment upon mutual consent of the parties.
5. The Municipality agrees that the Society will be entitled to all revenue derived from the sale of dog licenses as set out in the By-law for the duration of this agreement.

6. The Municipality agrees to pay the Society within (14) days following the end of each quarter of the year, all revenue collected on behalf of the Society for dog licenses. The Society hereby agrees that it will make all reasonable efforts to establish additional outlets for the sale of dog licenses
7. The Society shall indemnify and save harmless, the Municipality from and against all liability, losses, damages, actions, causes of action, claims, suits, demands, expenses or costs whatsoever that may arise either directly or indirectly from the performance of the duties described in this agreement.
8. The term of this agreement, subject to Paragraphs 10 & 11, shall be from the first day of January 2019 until the thirty-first day of December 2021.
9. The Municipality agrees to pay \$31,177 for Animal Control and Humane Services in 2019. Payment will increase annually based on the current Consumer Price Index (CPI).
10. Either party may terminate this agreement upon ninety (90) days written notice.
11. The Municipality may terminate this agreement upon any breach by the Society of its obligations or covenants contained herein.
12. Upon the expiration of the initial term, this agreement shall remain in force and in effect on a month to month basis until negotiated on mutually agreeable terms or terminated by either party in accordance with Paragraph 10.
13. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter and there are no other written or verbal representations hereto pertaining to the subject matter of this agreement.
14. If any term, clause or provision of this agreement shall be judged to be invalid, the validity of any other term, clause or provision shall not be affected, and any such invalid term, clause or provision shall be deleted from this agreement.
15. This agreement shall be governed by and construed in accordance with the law of the Province of Ontario.
16. This agreement shall be to the benefit of and be binding upon the parties hereto and the respective heirs, executors and administrators, successors, transferees and permitted assigns.

IN WITNESS WHEREOF The Municipality and the Society has hereto affixed their hand and seal of its authorized officers.

Corporation of the Township of Wainfleet

Mayor

Clerk

Welland & District Humane Society

Manager

President

SIGNED, SEALED AND DELIVERED

In the presence of _____

SCHEDULE A

TERMS AND CONDITIONS FOR THE PROVISION OF CANINE CONTROL PROVIDED BY THE WELLAND & DISTRICT HUMANE SOCIETY (THE SOCIETY) FOR THE TOWNSHIP OF WAINFLEET

The Society shall undertake to provide the following for the Township of Wainfleet.

1. All services and materials for the licensing of dogs and the issuance of identification tags.
2. Provide and maintain accurate records of all dogs licensed within Wainfleet.
3. Provide and maintain Services in accordance with provisions of the Dog Control, Animals Being at Large and Exotic Animal By-laws.
4. Provide and maintain Humane Services in accordance with the standards as established by provincial law.
5. Provide quarantine services as directed by the Medical Officer of Health.
6. Provide for euthanasia and disposal of stray dogs and cats.
7. Issue violation tickets for infractions of By-laws and provide representation in court in the enforcement of the By-laws.

The Township of Wainfleet agrees to provide to the Society the following:

1. All revenue from the sale of dog licenses.
2. Payments shall be made by the Township of Wainfleet to the Society for Animal Control and Humane Services in a manner described in No. 9 of this agreement.
3. The Township of Wainfleet agrees to pay the Society \$10.00 per day to a maximum of \$100.00 for each dog or cat ordered to be quarantined by the Medical Officer of Health, when the owner of such dog or cat cannot be ascertained. The Society agrees that the maximum limit to be paid by the Township of Wainfleet for this service in each year of this agreement is \$800.00.

I

Niagara & District SPCA
(Welland & District Humane Society)

Township of Wainfleet

*Animal Control and Humane Service
2022 to 2026*

Niagara & District SPCA
Animal Control Contract Renewal
Revenue & Expense Summary

Township of Wainfleet
2019 to 2021
Animal Control and Humane Services

**LEVEL OF ANIMAL CONTROL and
HUMANE SERVICE
DEDICATED COVERAGE -TWO PART TIME
OFFICERS**

*Services include ALL
Animal control/ Humane service and shelter expense.*

*(After hours- on call emergency service to respond to injured
animals and to assist municipal emergency services, providing
24/7 service for the Township of Wainfleet)*

Response time 10 to 20 minutes-per call, on average.

*Township of Wainfleet
Animal Control Contract 2022 to 2026
Niagara & District Humane Society*

<i>Niagara & District Humane Society</i> REVENUE	2022	2023	2024	2025	2026
Animal Control Contract Proposal	\$32,404.20	CPI	CPI	CPI	CPI

The management and staff of the Niagara & District SPCA are very proud of their achievements in the last three years. We would welcome being able to continue to offer our knowledge and expertise to the citizens of Wainfleet

The past few years have seen an increase in by-law enforcement and animal care welfare over the previous years. The demand on our Officer's and animal care staff in complexity is increasing each and every year. We offer continuing education to all our staff to stay ahead of all current trends

This has required the Niagara SPCA to step up and meet these demands, this entails increased efforts right from the initial call to the disposition of the animals we bring into our care. In our efforts to provide the services required we have been very diligent to keep up with current trends and be the leader in all animal welfare issues.

We recognize the budget demands faced by all municipalities and have a service model off shared resources to help keep costs in balance while maintaining the highest customer service model.

The 2022 fee is based on the current CPI.

Our Animal Control Contract Renewal reflects the current and forecasted costs involved in providing Animal Control Services to the Township of Wainfleet for the years 2022 to 2026 with CPI increases as the benchmark.

	2019	2020	2021	2022
Animal Control	\$20,500			
Shelter Expense	\$8,906			
Other Costs	\$1076			
TOTAL	\$30,482	CPI	CPI	CPI

Each year represents that years current CPI increase

- 1) Proposed renewal animal control contract 2022 to 2021 with one year option for year 2022 (CPI increase per year)
- 2) Additional three years based on yearly CPI (2023 to 2026)

THIS **AMENDING AGREEMENT** made this 27th day of Oct, 2021,

BETWEEN:

THE CORPORATION OF THE Township of Wainfleet

hereinafter referred to as "Township of Wainfleet",

AND

NIAGARA SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS AND HUMANE SOCIETY

hereinafter referred to as the "NSPCA",

WHEREAS the Township of Wainfleet and the NSPCA entered into an agreement dated January 1, 2015 (the "Agreement").

AND WHEREAS the parties by agreement dated November 1, 2016 (the "First Amending Agreement") among other things, extended the expiry date of the Agreement to December 31, 2021;

AND WHEREAS NSPCA has changed its name from Welland and District Society for the Prevention of Cruelty to Animals to: Niagara Society for Prevention of Cruelty to Animals and Humane Society;

NOW THEREFORE WITNESSETH THAT the Town of Wainfleet authorizes an extension of the Agreement for a further five year term, with such terms and conditions as set out herein and sufficiency of which is hereby acknowledged, the parties herein agree as follows:

1. That the Agreement shall be amended, effective as of January 1, 2022, by deleting Section 8 and replacing with the following:

"Sect. 8 The term of this Agreement shall be for a five (5) year term, terminating on December 31, 2026."

2. That the Agreement shall further be amended effective January 1, 2022, adding the following:

"(i) in year one (January 1, 2022 to December 31, 2022, the annual amount of \$32404.20.00 plus CPI commencing as of January 1, 2022 with the first monthly payment as set out below;

(ii) In years two, three, four and five the annual amount shall increase each year by an amount equal to the annual CPI change. The annual CPI change shall be as provided through the Stats Canada website, https://www.statcan.gc.ca/eng/subjectsstart/prices_and_price_indexes/consumer_price_indexes and shall be determined each year in October for the following year."

3. All other terms and conditions of the said Agreement shall remain the same.

IN WITNESS WHEREOF the parties herein have executed this Amending Agreement on the date first about inscribed.

THE CORPORATION OF THE Township of Wainfleet

Kevin Gibson, Mayor

Meredith Ciuffetelli, Township Deputy Clerk

NIAGARA SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS AND HUMANE SOCIETY

Executive Director

President

DRAINAGE STAFF REPORT

DSR-016/2021

TO: Mayor Gibson & Members of Council

FROM: Mark Jemison, Drainage Superintendent

DATE OF MEETING: November 16, 2021

SUBJECT: Chambers Corner Drain Extension – Engineer's Report

RECOMMENDATION(S):

THAT Report DSR-016-2021 regarding consideration of the Chambers Corner Drain Extension Drain be received;

AND THAT a By-law be given two readings to provisionally adopt the Chambers Corner Drain Extension Report dated September 23, 2021, prepared by Spriet Associates Engineer's & Architects, under Section 4, Chapter D. 17 of the *Drainage Act R.S.O. 1990*.

AND THAT Staff be directed to advance the Chambers Corner Drain Extension Report to that of the Court of Revision, as per Section 46(1) of the *Drainage Act R.S.O. 1990*.

AND THAT Councillors Van Vliet, Cridland, and MacLellan be appointed as members to the Chambers Corner Drain Extension Court of Revision and Councillor Gilmore be appointed as an alternative to be tentatively scheduled for December 7, 2021 at 6:00 p.m., prior to the regular Council meeting.

AND THAT upon completion of the appeal process the Drainage Superintendent be authorized to proceed with construction of the drainage works in accordance with the *Drainage Act*.

ALIGNMENT WITH THE STRATEGIC PLAN:

The Township of Wainfleet has identified Economic Development and Community Stewardship as components of their Strategic Plan. This report and its recommendations align with these objectives. Maintaining and improving the extensive network of Municipal Drains in the Township of Wainfleet is vital to the sustainability of the agricultural business sector and ensures that the over 250km of drainage infrastructure in the Township continues to provide a high level of service to the landowners

EXECUTIVE SUMMARY:

On September 2, 2021, Council appointed Spriet Associates Engineer's and Architects to prepare a report under Section 4 of the *Drainage Act* to address the need for an improved drainage outlet for the Central Fire Station.

Staff are recommending the Engineer's report be adopted under provisional By-law and proceed through the Drainage Act Process.

BACKGROUND:

Further to DSR-014-2021, which presented Council with background for the need for drainage for the Central Fire Station and Memorandum Chambers Corner Drain Extension dated October 19, 2021, the following update is provided.

Staff completed a mailing of the Engineer's Report and notification to all properties in the watershed that would be affected by the drainage works.

At this meeting, Council will be provided with a presentation by the Engineer of Record, Brandon Wider, P. Eng., of Spriet Associates, outlining the Chambers Corner Drain Extension project.

The property owners who were notified under Section 41(1) & 41(2) of the *Drainage Act* that choose to attend are to be provided an opportunity to ask questions of the Engineer or any concerns over the Engineer's Report related to design or any gross errors in the report. Should the Meeting to Consider reveal any errors in the Engineer's Report, Council may refer the report back to the Engineer for reconsideration.

However, under no circumstances is Council to refer the Report back to the Engineer regarding assessments. Concerns related to assessment are a function of the Court of Revision, said process to occur within 60 days of the Meeting to Consider.

Pending adoption of the provisional By-law, a Court of Revision shall be held as per Section 97 of the *Drainage Act* to address concerns with assessments. The Court of Revision shall be held on a day not earlier than twenty nor later than thirty days from the date of completing the sending of the copies of the provisional by-law to the assessed properties.

OPTIONS/DISCUSSION:

1. Staff be directed to advance the Chambers Corner Drain Extension Engineer's Report to that of the Court of Revision as per Section 46(1) of the *Drainage Act* *Drainage Act R.S.O. 1990*. (Recommended)
2. Do not move forward with the Engineer's Report, Township responsible for all engineering costs to date (not recommended)

FINANCIAL CONSIDERATIONS:

Final actual costs of drain construction will only be assessed to the Township as this is part of the Central Fire Station project. Future maintenance costs to the Township will only be those assessed to the roads and lands of the Township identified in the report for any maintenance.

OTHERS CONSULTED:

- 1) SLT

ATTACHMENTS:

1. Chambers Corner Drain Extension Report and Plan
2. Section 4 Flow Chart
3. Court of Revision Procedures

Respectfully submitted by,

Reviewed by:

Mark Jemison
Drainage Superintendent

Richard Nan
Manager of Operations

Approved by,

William Kolasa
Chief Administrative Officer

CHAMBERS CORNER DRAIN EXTENSION

Township of Wainfleet



**SPRIET
ASSOCIATES**

ENGINEERS & ARCHITECTS

155 York Street
London, Ontario N6A 1A8
Tel. (519) 672-4100
Fax (519) 433-9351
E-mail MAIL@SPRIET.ON.CA

Our Job No. 221224

September 23, 2021

London, Ontario
September 23, 2021

CHAMBERS CORNER DRAIN EXTENSION

Township of Wainfleet

To the Mayor and Council of
the Township of Wainfleet

Mayor and Council:

We are pleased to present our report on the extension of the Chambers Corner Municipal Drain serving parts of Lot 20, Concession 4 in the Township of Wainfleet.

AUTHORIZATION

This report was prepared pursuant to Section 4 of the Drainage Act. Instructions were received from your Municipality with respect to a motion of Council. The work was initiated by a petition signed by the Township of Wainfleet for the lands of their new Fire and Emergency Services Central Station.

DRAINAGE AREA

The total watershed area as described above contains approximately 4.5 hectares. The area requiring drainage for the drain extension is described as the land on the south side of Highway No. 3 in Lot 20, Concession 4, also described as Roll No. 8-139 and Roll No. 8-140. This being the location of the new Fire & Emergency Services Central Station.

HISTORY

The Chambers Corner Drain was originally constructed pursuant to a report submitted by J.B. Wiebe, P. Eng. dated July 25, 1986 and consisted of 245 lineal meters of open ditch, including a farm culvert, and 205 lineal meters of 300mm to 350mm diameter perforated plastic tile and included a bore under Highway No.3.

EXISTING DRAINAGE CONDITIONS

A site meeting was held on September 16, 2021, with respect to the project and through later discussions, the owners reported the following:

- that the Township indicated that they intend to construct a new Fire & Emergency Services building and required a legal outlet for their stormwater
- that the owner, L. & J. Aarts (Roll No. 8-134), indicated that there was an existing private swale in the northerly portion of their lands, currently serving those lands



EXISTING DRAINAGE CONDITIONS (cont'd)

A field investigation and survey were completed. Upon reviewing our findings, we note the following:

- that the existing drain, constructed in 1986, is in working condition and could be extended to serve the lands of the new Fire & Emergency Services Central Station
- a portion of the requested lands are outside the original watershed area but are now included due to grading alterations on the property
- that the existing private swale currently serving the lands could be improved to provide a legal surface outlet
- that the existing drain, constructed in 1986, has a design capacity of 19mm per 24 hours

Preliminary design, cost estimates and assessments were prepared and circulated to affected owners. Further input and requests were provided by the affected owners at that time and at later dates. Based on the proposed design it was decided to proceed with the report.

DESIGN CONSIDERATIONS

All of the proposed work has been generally designed and shall be constructed in accordance with the DESIGN AND CONSTRUCTION GUIDELINES FOR WORK UNDER THE DRAINAGE ACT. The drain is limited to the design of the exiting tile installed in 1986, which has a design capacity of 19mm per 24 hours.

RECOMMENDATIONS

We are therefore recommending the following:

- that the existing private swale be improved in the lands of L. & J. Aarts (Roll No. 8-134), from the head of the Chambers Corner Drain, west to just within the lands of the new Fire & Emergency Services Central Station (Roll No 8-140). The length of this new swale shall be approximately 221 lineal meters and referred to as the Chambers Corner Drain Extension
- that the additional lands in the Roll No. 8-140 property be included in the Chambers Corner Drain due to the grading alterations being completed, and a subsequent charge be assessed under Section 65 of the Drainage Act.

ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES

There are no significant wetlands or sensitive areas within the affected watershed area or along the route of the drains. The proposed construction of the Chambers Corner Drain Extension includes grassed swales which greatly help reduce the overland surface flows and any subsequent erosion. A temporary flow check of silt fencing is to be installed in the downstream end of the swale for the duration of the construction.



SUMMARY OF PROPOSED WORK

The proposed work consists of approximately 221 lineal meters of swale construction including quarry stone rip-rap rock chutes and swale seeding.

SCHEDULES

Three schedules are attached hereto and form part of this report, being Schedule 'A' - Allowances, Schedule 'B' - Cost Estimate, and Schedule 'C' - Assessment for Maintenance.

Schedule 'A' - Allowances. In accordance with Sections 29 and 30 of the Drainage Act, allowances are provided for right-of-way and damages to lands and crops along the route of the drain as defined below.

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$13,900.00. This estimate includes engineering and administrative costs associated with this project.

Schedule 'C' - Assessment for Maintenance. In accordance with Section 38 of the Drainage Act, this schedule outlines the distribution of future repair and/or maintenance costs for portions of, or the entire drainage works.

Drawing No. 1, Job No. 221224, and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.

ALLOWANCES

DAMAGES: Section 30 of the Drainage Act provides for the compensation to landowners along the drain for damages to lands and crops caused by the construction of the drain. The amount granted is based on \$4,647.00/ha. for open ditch work with excavated material levelled adjacent to drain. This base rate is multiplied by the hectares derived from the working widths shown on the plans and the applicable lengths.

RIGHT-OF-WAY Section 29 of the Drainage Act provides for an allowance to the owners whose land must be used for the construction, repair, or future maintenance of a drainage works.

For swales, the allowance provides for the loss of land due to the construction provided for in the report. The amounts granted are based on the value of the land, and the rate used was \$25,000.00/ha.

ASSESSMENT DEFINITIONS

In accordance with the Drainage Act, lands that make use of a drainage works are liable for assessment for part of the cost of constructing and maintaining the system. These liabilities are known as benefit, outlet liability and special benefit liability as set out under Sections 22, 23, 24 and 26 of the Act.

BENEFIT as defined in the Drainage Act means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair, or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or



ASSESSMENT DEFINITIONS (cont'd)

better control of surface or sub-surface water, or any other advantages relating to the betterment of lands, roads, buildings, or other structures.

OUTLET liability is assessed to lands or roads that may make use of a drainage works as an outlet either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse.

ASSESSMENT

A modified "Todgham Method" was used to calculate the maintenance assessments shown on Schedule 'C'- Assessment for Construction. This entailed breaking down the costs of the drain into sections along its route. It is then separated into Benefit and Outlet costs. The Benefit cost is distributed to those properties receiving benefit as defined under "Assessment Definitions", with such properties usually being located along or close to the route of the drain. The Outlet Costs are distributed to all properties within the watershed area of that section on an adjusted basis. The areas are adjusted for location along that section, and relative run-off rates. Due to their different relative run-off rates township lands and residential properties have been assessed for outlet at higher rates than cleared farmlands.

We assess the entire cost of this report to the Township of Wainfleet the owners of the Fire & Emergency Services Central Station (Roll No 8-139 & 8-140). It is to be noted that the cost of this report is not eligible for the Provincial Agricultural Grant.

SPECIAL ASSESSMENT

If any additional work is required to the drainage works due to the existence of buried utilities such as gas pipelines, communications cables, etc. or if any of the utilities require relocation or repair, then, the extra costs incurred shall be borne by the utility involved in accordance with the provisions of Section 26 of the Drainage Act.

MAINTENANCE

Upon completion of construction, all owners are hereby made aware of Sections 80 and 82 of the Drainage Act which forbid the obstruction of or damage or injury to a municipal drain.

After completion, the Chambers Corner Drain Extension shall be maintained by the Township of Wainfleet at the expense of all upstream lands and roads assessed in Schedule 'C' - Assessment for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act.



Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED

B. Widner, P.Eng.



SCHEDULE 'A' - ALLOWANCES

CHAMBERS CORNER DRAIN EXTENSION

Township of Wainfleet

In accordance with Sections 29 and 30 of the Drainage Act, we determine the allowances payable to owners entitled thereto as follows:

CONCESSION	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
MAIN DRAIN					
4	Pt. 20	8-134 (L. & J. Aarts)	\$ 2,450.00	\$ 990.00	\$ 3,440.00
			=====		
Total Allowances			\$ 2,450.00	\$ 990.00	\$ 3,440.00
			=====		
TOTAL ALLOWANCES ON THE MAIN DRAIN					\$ 3,440.00
					<u>3,440.00</u>
TOTAL ALLOWANCES ON THE CHAMBERS CORNER DRAIN EXTENSION					\$ 3,440.00
					<u>3,440.00</u>

CHAMBERS CORNER DRAIN EXTENSION**Township of Wainfleet**

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

MAIN DRAIN

Clearing & grubbing of swale corridor (Approx. 221m)	\$ 500.00
221 meters of Swale Construction	\$ 2,000.00
Levelling of excavated material	\$ 900.00
Seeding of swale (Approx 1500m ²)	\$ 500.00
Supply and Installation of Quarry Stone Rip-Rap rock chutes (3 Locations) Approx 6 ³ quarry stone required)	\$ 900.00
Allowances under Sections 29 and 30 of the Drainage Act	\$ 3,440.00

ADMINISTRATION

Interest and Net Harmonized Sales Tax	\$ 260.00
Survey, Plan and Final Report	\$ 3,900.00
Expenses	\$ 650.00
Supervision and Final Inspection	\$ <u>850.00</u>
TOTAL ESTIMATED COST	\$ <u><u>13,900.00</u></u>

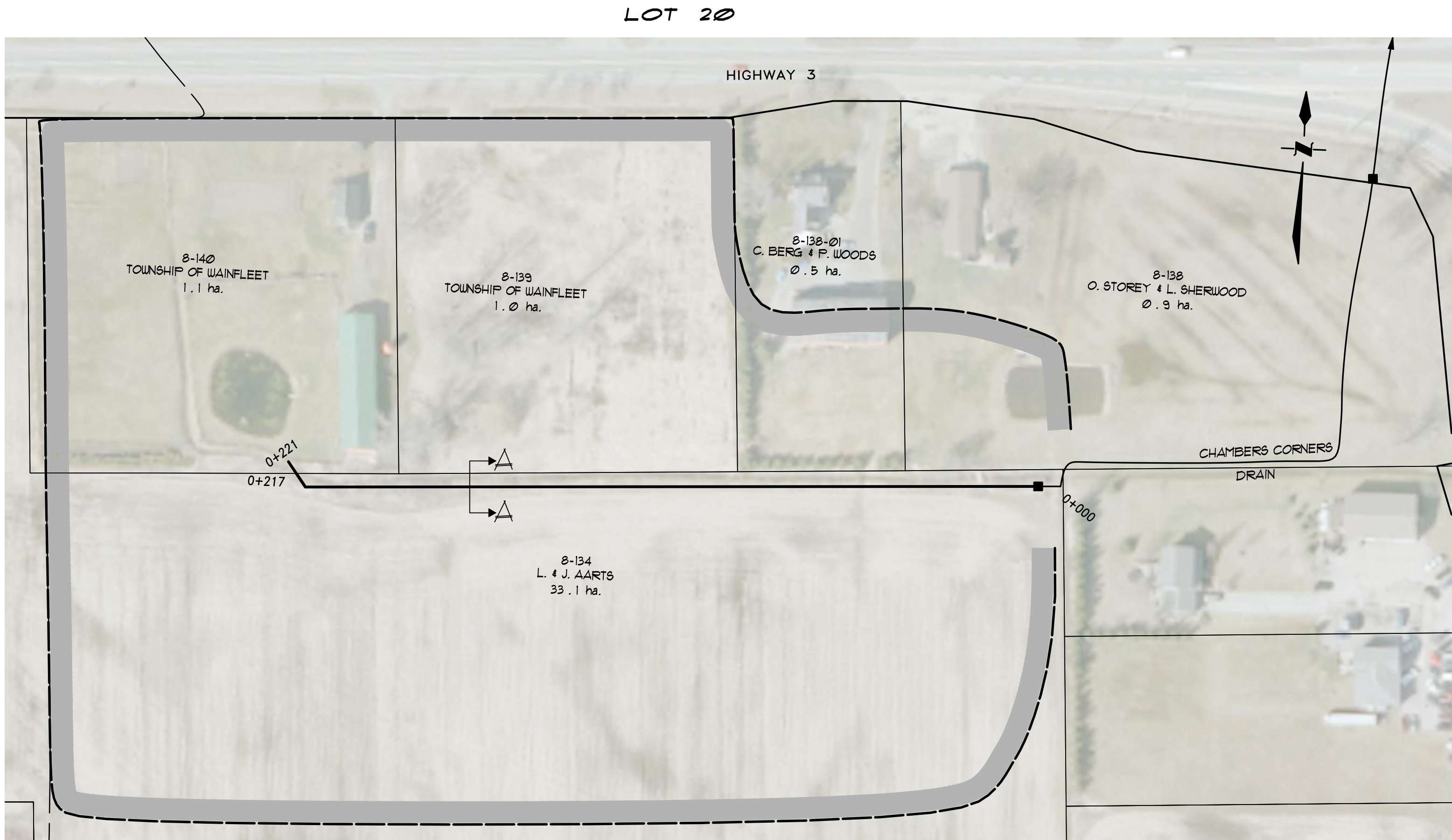
CHAMBERS CORNER DRAIN EXTENSION**Township of Wainfleet**

Job No. 221224

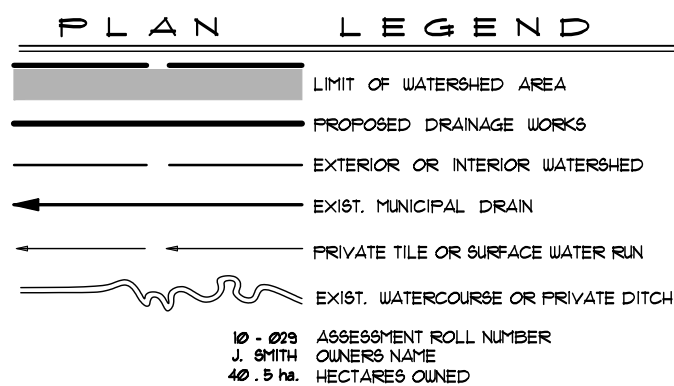
September 23, 2021

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	PERCENTAGE OF MAINTENANCE COST
MAIN DRAIN				
4	Pt. 20	2.0	8-134 (L. & J. Aarts)	15.6 %
4	Pt. 20	0.2	8-138 (O. Storey & L. Sherwood)	5.3
4	Pt. 20	0.2	8-138-01 (C. Berg & P. Woods)	5.9
4	Pt. 20	1.0	8-139 (Township of Wainfleet)	36.4
4	Pt. 20	1.1	8-140 (Township of Wainfleet)	36.8
				=====
TOTAL ASSESSMENT ON LANDS				100.0 %
				=====
TOTAL ASSESMENT MAIN DRAIN				<u>100.00 %</u>
TOTAL ASSESSMENT FOR MAINTENANCE OF THE CHAMBERS CORNER DRAIN EXTENSION				<u>100.00 %</u>

CONCESSION IV

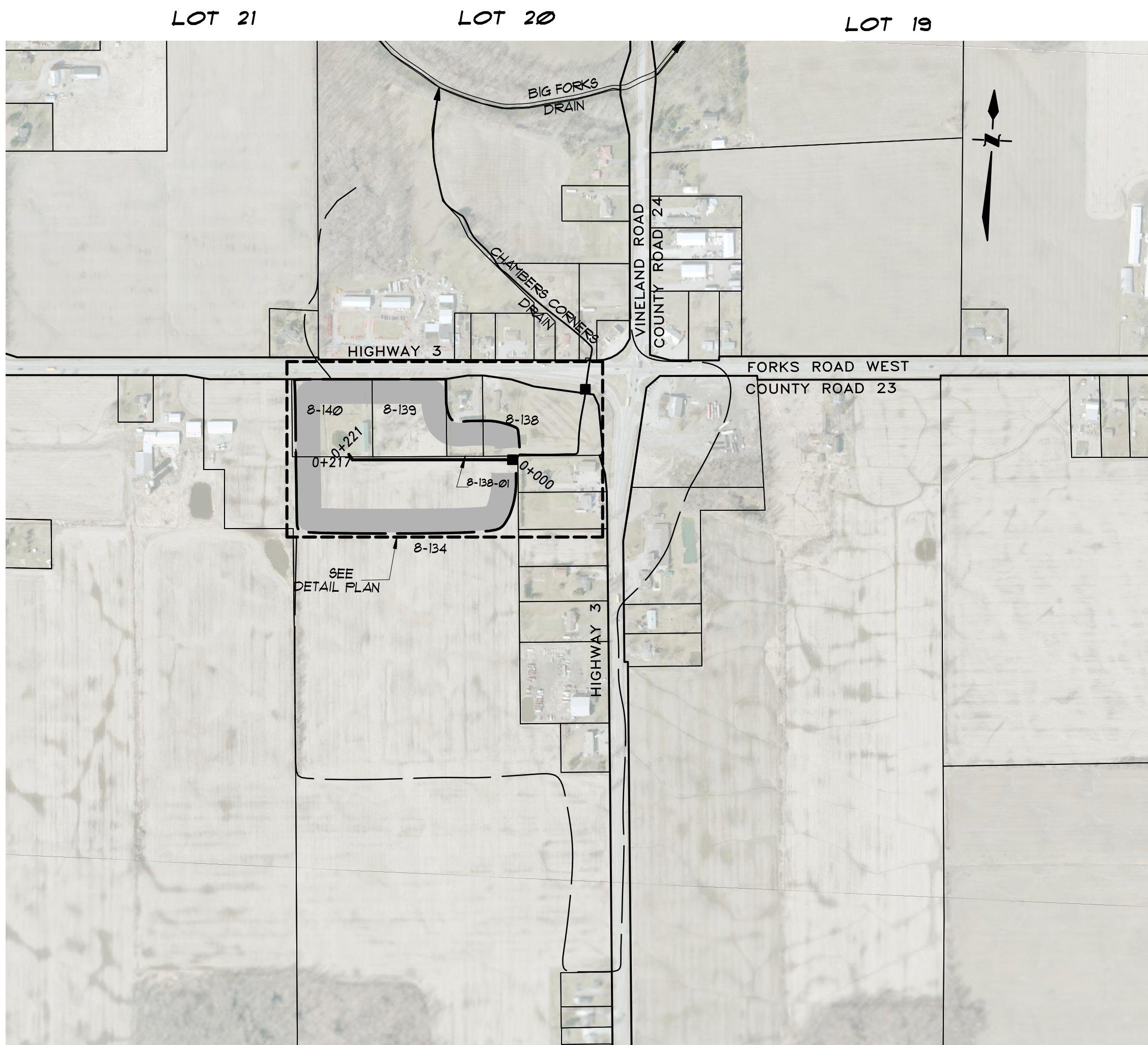


DETAIL PLAN SCALE 1 : 1,000

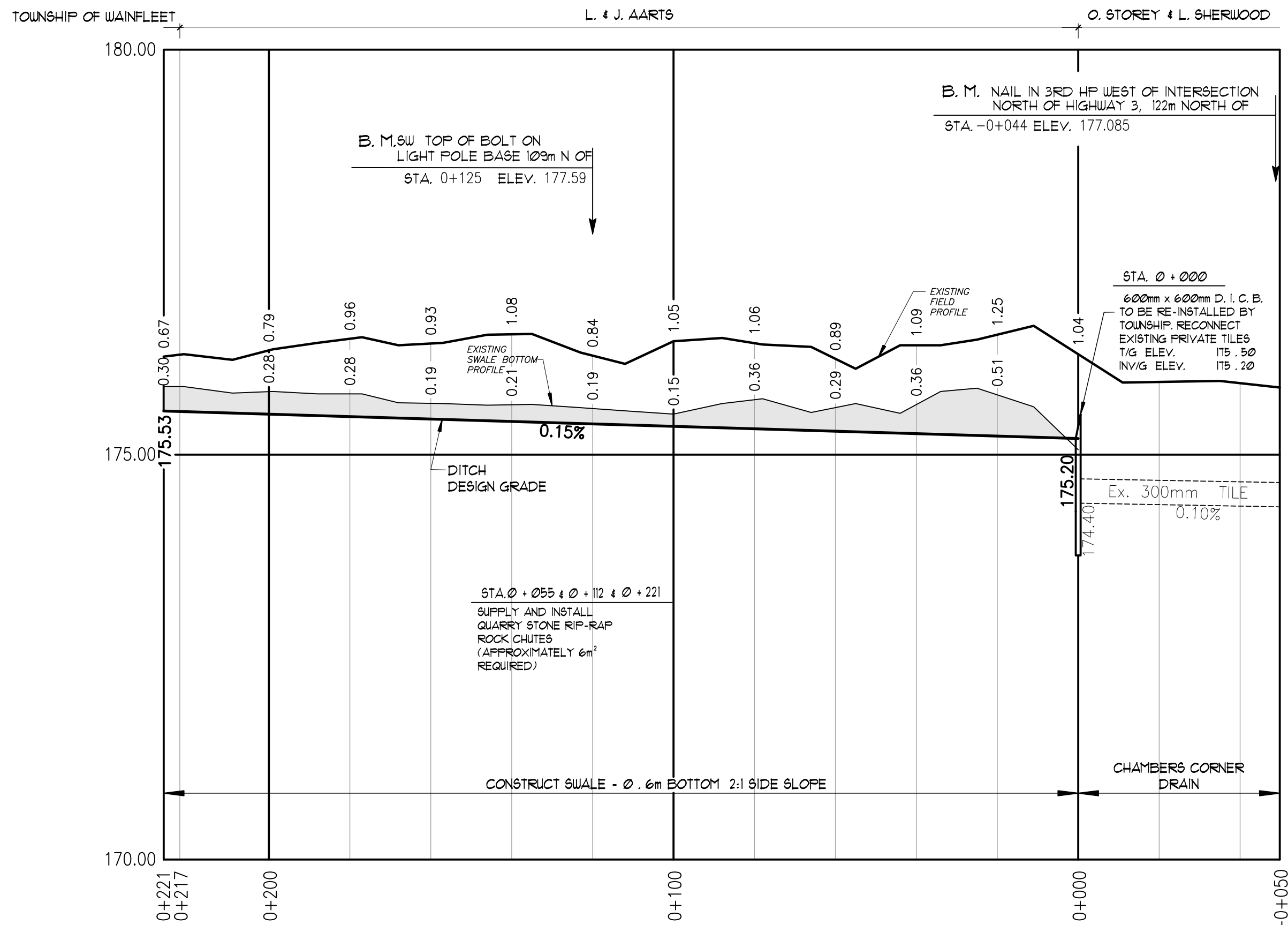


CONCESSION V

CONCESSION IV



PLAN SCALE 1 : 5,000



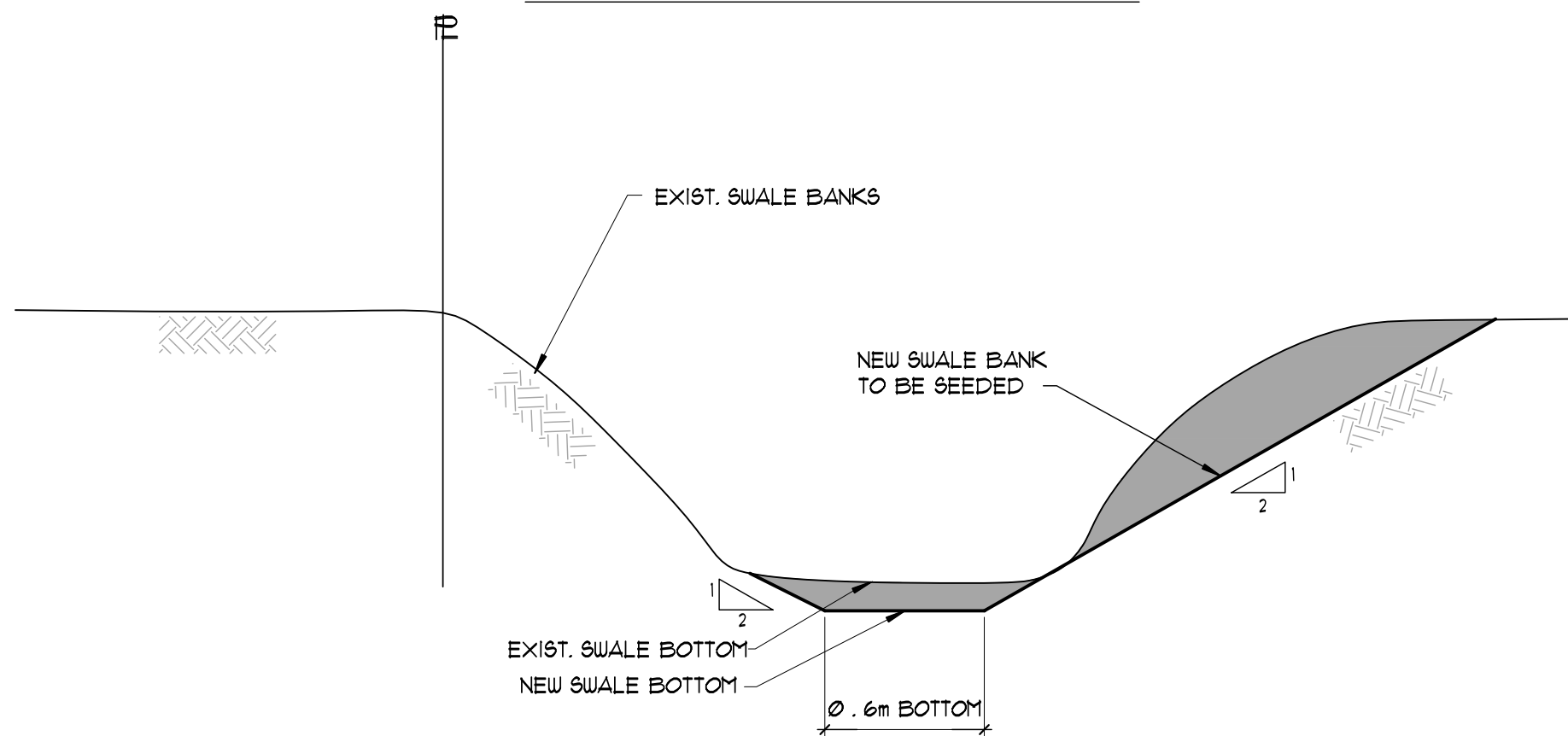
MAIN DRAIN

SCALE : HOR. 1 : 1,000
VERT. 1 : 50


GENERAL NOTES

- 1/ OUR SPECIFICATIONS DATED JANUARY 2020 APPLY TO THIS PROJECT.
- 2/ THE WORKING WIDTH AVAILABLE TO THE CONTRACTOR TO CONSTRUCT THE NEW DRAINS SHALL CONSIST OF THOSE LANDS IMMEDIATELY ADJACENT TO THE DRAIN AND CONNECTIONS AND SHALL NOT EXCEED THE FOLLOWING AVERAGE WIDTHS:
OPEN PORTIONS
THE WORKING WIDTH FOR PURPOSES OF FUTURE MAINTENANCE SHALL BE THE SAME AS ABOVE
- 3/ ALL OWNERS ALONG THE COURSE OF THE DRAIN SHALL MAKE AN ACCESS ROUTE FROM THE NEAREST ROAD TO THE DRAIN LOCATION AVAILABLE TO THE CONTRACTOR THE AVERAGE WIDTH OF THIS ROUTE SHALL NOT EXCEED 8 METERS. THE ACCESS ROUTE SHALL ALSO APPLY FOR FUTURE MAINTENANCE PURPOSES.
- 4/ a) ALL UTILITIES TO BE LOCATED AND EXPOSED PRIOR TO CONSTRUCTION SO THAT THE NEW TILE GRADES CAN BE CONFIRMED. IF THERE IS A CONFLICT IN ELEVATION BETWEEN THE PROPOSED DRAIN AND THE UTILITY, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY.
b) CONTRACTOR TO NOTIFY ALL UTILITIES 12 HOURS PRIOR TO HIS SCHEDULED TIME FOR STARTING THE ABOVE WORK.
c) THE COST FOR THIS WORK SHALL BE INCLUDED IN THE ITEM ON THE EXTENT OF WORK AND NO EXTRA PAYMENT SHALL BE MADE TO THE CONTRACTOR, EXCEPT IF ROAD RESTORATION IS REQUIRED.
- 5/ ALL TREES, SCRUB, BRUSH, ETC. TO BE CLEARED AND GRUBBED IN ACCORDANCE WITH "SECTION B.3 AND C.4" SPECIFICATIONS.
- 6/ RIP-RAP TO BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH "SECTION A.12" IN THE SPECIFICATIONS.
- 7/ CONTRACTOR TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE ENGINEER, DRAINAGE SUPERINTENDENT, AND THE AFFECTED OWNERS. ALL PARTIES SHALL RECEIVE 48 HOURS NOTICE TO THE MEETING.
- 8/ EXISTING SWALE ONLY TO BE CLEANED OUT IN ACCORDANCE WITH SPECIFICATIONS UNLESS OTHERWISE NOTED ON PROFILES AND IN SECTIONS.
- 9/ WORK TO BE COMPLETED FROM AND EXCAVATED MATERIAL TO BE DEPOSITED AND LEVELLED ON THE FOLLOWING SIDES OF THE SWALE IN ACCORDANCE WITH "SECTION B.5" IN THE SPECIFICATIONS.
STA. 0+000 TO STA. 0+221 - SOUTH SIDE AND LEVELLED
- 10/ NEWLY EXPOSED SWALE BANKS ARE TO BE HAND SEEDDED UPON COMPLETION OF CONSTRUCTION IN ACCORDANCE WITH "SECTION B.11" IN THE SPECIFICATIONS
- 11/ SILT FENCE TO BE PLACED ACROSS SWALE AT STA. 0+000 DURING CONSTRUCTION TO PREVENT SILT FROM FLUSHING DOWNSTREAM, AND ARE TO BE MAINTAINED AS NECESSARY DURING CONSTRUCTION. SILT FENCE AND SILT TO BE REMOVED AND DISPOSED OF AFTER CONSTRUCTION.

OPEN PORTIONS



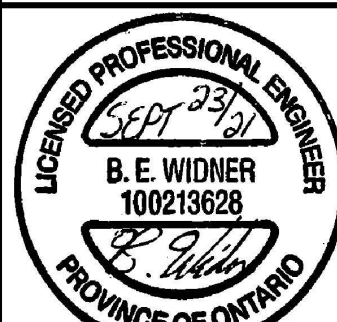
TYPICAL SWALE
RESLOPE ONE BANK ONLY
SECTION "A-A"
N.T.S.



CHAMBERS CORNER DRAIN EXTENSION

Township of Wainfleet

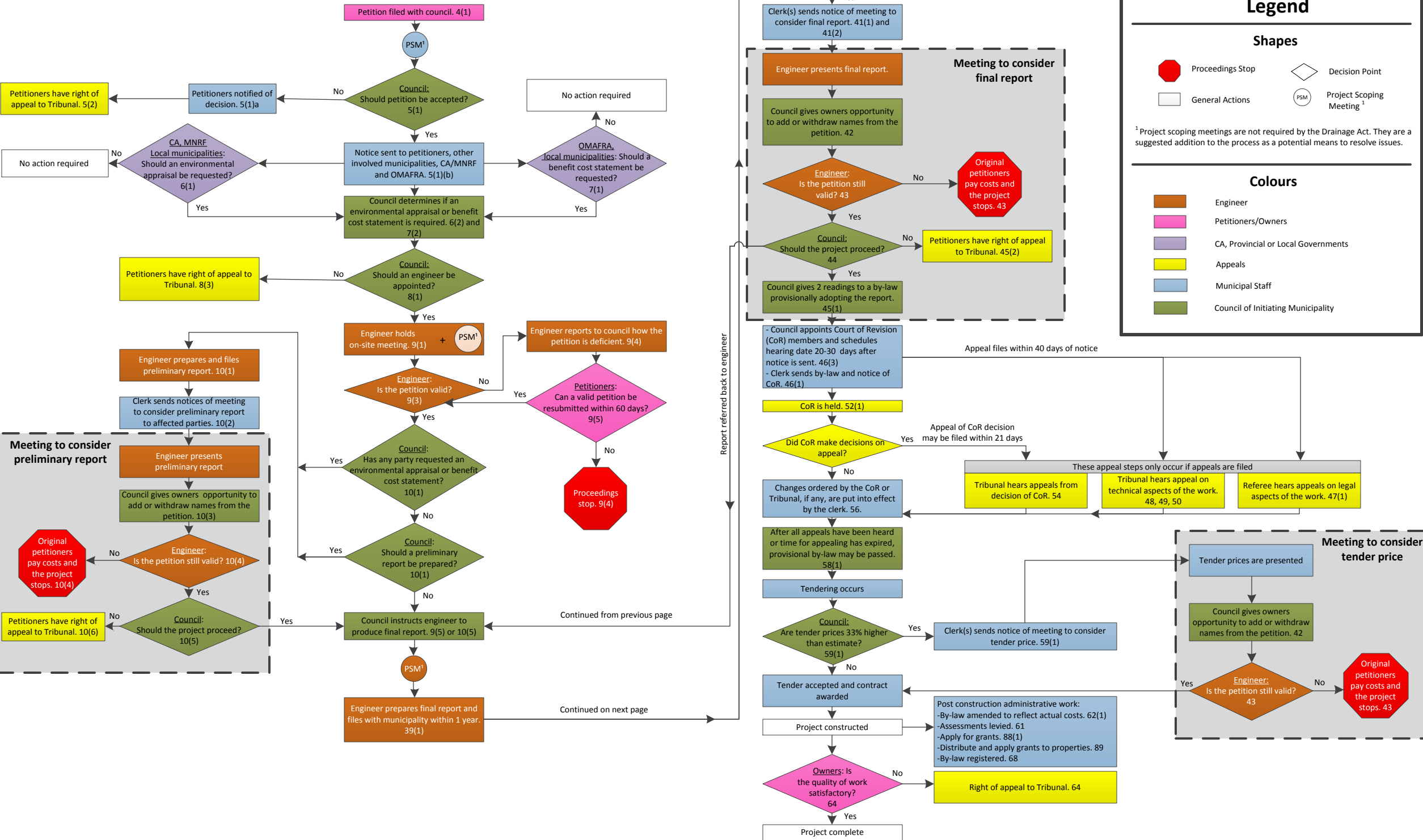
Drainage Superintendent: MARK JEMISON 905-899-3463	No.	REVISIONS	DATE
Drawn By: MJ	Field Book	JOB No.	Drawing No.
Date: SEPT. 23, 2021	GFS	221224	1 of 1
PLAN, PROFILE, NOTES, & DETAIL			



SPRIET ASSOCIATES
LONDON
CONSULTING
ENGINEERS
155 YORK STREET - LONDON
(519) 672-4100 - NEA 1A8

PETITION DRAIN PROCEDURES

SECTION 4 OF THE DRAINAGE ACT



Understanding Court of Revision Procedures Under the Drainage Act

Sharon McCartan, OMAFRA

FEBRUARY 2010

INTRODUCTION

The Court of Revision is an appeal body established under the Drainage Act and administered by the local municipality. The Court of Revision allows landowners to challenge their drainage assessments quickly and informally. Unlike the Drainage Tribunal or the Drainage Referee, the Court of Revision has one power – to re-allocate funds in a drainage assessment schedule.

To learn more about assessments under the Drainage Act, refer to fact sheet Agdex 557 Order # 92-035, “Understanding Drainage Assessments.”

STEPS LEADING UP TO THE COURT OF REVISION

The Drainage Act sets out a democratic process for constructing new drains or improving existing drains. The following is a very basic outline of how a typical report would get to the Court of Revision. Refer to the Drainage Act for specific process requirements.

- One or more property owners submit a petition for drainage to their municipality. A project to improve an existing drain can also be initiated with a landowner request to council.
- The Council reviews the petition or request and decides whether to accept it.
- If accepted, Council sends a notice to the petitioner(s) and the local Conservation Authority, or, where a Conservation Authority does not exist, to the Minister of Natural Resources.
- After a 30 day period Council appoints an engineer to prepare a report.
- After completion of all meetings, surveys, design calculations or possible preliminary reports, the Engineer submits a final report which includes an assessment schedule that levies a share of the project cost on individual properties.
- The report is considered by council at a “meeting to consider the report”. The property owners affected by

the drain are invited to this meeting and have an opportunity to influence council’s decision.

- If council decides to proceed with the project, they give two readings of a bylaw adopting the report; at this stage, the bylaw is known as a ‘provisional bylaw’.
- A copy of the provisional by-law and a notice of the date and time of the Court of Revision hearing is sent to all involved property owners.
- The Court of Revision must be held before the third and final reading of the bylaw.

As you can see, quite a few steps must occur before a municipality can hold the Court of Revision’s first sitting.

APPEALS PROCEDURE AND TIMELINES

1 – Notice of the Sitting of Court

The municipal clerk must send notice of the first sitting of the Court to all landowners in the watershed of the proposed drain. The notice must be sent not more than 30 and not less than 20 days before the Court date. The notice must also be sent within 30 days of the second reading of the provisional bylaw. This notice must include:

- Date and time of the Court of Revision
- A copy of the provisional bylaw
- Procedure for Filing an Appeal

2 – Appeal Notice

Owners must send their appeal notices to the municipal clerk at least 10 days in advance of the date for the Court.

However, at their first sitting, the Court may, by resolution, agree to hear appeals that were not filed 10 days prior to the hearing date.

3 – Hearing

The municipality holds the hearing. For more detail on how to run a Court of Revision hearing, refer to “Suggested Procedure,” below.

4 – Appeals from the Court of Revision

All decisions made can be appealed to the Agriculture, Food and Rural Affairs Appeal Tribunal within 21 days of the pronouncement of the Court of Revision’s decision.

5 – Authorizing Bylaw

After all assessment appeals to the Court of Revision, Tribunal or Referee are exhausted, Council gives third reading to the authorizing bylaw. Due to the appeals process, 40 days is the minimum amount of time that must pass between mailing the notice of the Court’s first sitting, to giving the by-law its third reading. If landowners file appeals, the process will likely take longer.

THE ROLE OF THE CLERK

- The municipal clerk receives all notices of appeal to the Court of Revision.
- In advance of the Court of Revision hearing, the clerk should make a list of all appeals specifically listing the name of the appellant, the property of the appellant, the amount of the assessment and a summary of the grounds for the appeal
- If the Court of Revision is considering the reduction of a property assessment and is considering adding this reduction to a property whose owner is not in attendance, the court must adjourn. The clerk schedules a second sitting of the Court and notifies all property owners affected by the reduction.
- The clerk also alters any assessments changed by the Court and amends the provisional bylaw.

THE ROLE OF THE MEMBERS OF THE COURT OF REVISION

- Members of the Court may hear appeals on three grounds:
 - 1) Land or road has been assessed too high or low.
 - 2) Land or road should have been assessed but has not.
 - 3) Due consideration has not been given to the land’s use.
- The members of Court must hear these appeals and decide whether they are valid. The members must comply with the *Statutory Powers Procedure Act*, and they must conduct themselves fairly and without bias.
- The Court only has authority to change the schedule of assessments; they cannot make changes to the technical aspects of the report and they cannot refer the report back to the engineer for modifications.

- Total costs of the project must remain the same, which means that if the Court reduces an assessment, the Court re-allocates the shortfall among other assessed property owners.
- If the Court is considering adding to the assessment of one or more properties whose owners are not in attendance, the Court must adjourn and send notice to assessed property owners who were not at the Court of Revision at the time of the re-allocation. This allows the re-assessed landowners to appeal their new assessments.

THE ROLE OF THE APPELLANT

- If a landowner feels an assessment against their lands is too low, that land should have been assessed but has not, or that consideration has not been given to land use, they can file an appeal with the Court of Revision.
- Appeals must be filed with the clerk at least 10 days before the date of the Court of Revision.
- If a landowner wishes to appeal, but misses the date for filing the appeal, they can appear at the first sitting of the Court of Revision and request to have their appeal heard.
- At the sitting of the Court, the list of appellants will be read out and the Engineer will give evidence. When his or her time to present their case comes, the appellant must explain their reasons for appealing the assessment schedule.
- After the Court of Revision pronounces their decision, affected property owners have 21 days to appeal this decision to the Agriculture, Food and Rural Affairs Appeal Tribunal and the Tribunal’s decision on this appeal is final.

COMPOSITION OF THE COURT OF REVISION

- If a drainage works only affects the initiating municipality, the initiating municipality’s council appoints 3 to 5 members to make up the Court of Revision.
- If a drainage works affects two or more municipalities, the council of the initiating municipality appoints two members of the Court; and every other involved municipality appoints one person to be a member. One of the members appointed by the initiating

municipality is the chair of the Court of Revision.

- To be eligible to sit as a Court of Revision member, the individual must be eligible to seek election as a member of council.
- Members of council may be appointed as members of the Court. However, the two roles must be kept separate – if a council member wishes to hear information or pass resolutions outside of the scope of the Court of Revision, they must close the Court, then open a new council meeting.

SUGGESTED PROCEDURE

- Opening of the Court of Revision
- Oaths
 - Members may take an oath, but it is not legally required.
 - Members are still legally required to act fairly and impartially, whether they declare this publicly as an oath or not.
- Order of Appeals
 - The appeals and the order in which they will be held are read out.
- Engineer Gives Evidence
 - The engineer gives his or her evidence regarding each appeal before the Court, per s. 55 of the Act.
- Appellants Present their Case
 - The landowners orally make a case for why their land was improperly assessed before the members of court.
 - The engineer may rebut the landowner's case.
- Late Appeals
 - If the Court of Revision members choose, they agree to entertain late appeals, per s. 52(2) of the Act.
- Deliberations
 - The Court of Revision members should retreat to deliberate these appeals and make decisions in private.
 - If court is considering reducing an assessment and adding it to a property whose owner is not present, then they must adjourn the Court of Revision, send notice to the absent parties to allow them to appeal the change, then reconvene, per s. 53 of the Act.
- Closing the Court of Revision and Rendering a Decision
 - The Court of Revision may give oral decisions on each appeal but this oral decision should be followed up with a decision in writing.
- Choosing which schedule to adopt

- The Court of Revision should document whether they decided to adopt an altered version of the assessment schedule, or whether they chose to adopt the schedule as presented by the engineer.
- A sample decision is included below.

FURTHER INFORMATION

Related Factsheets

Understanding Drainage Assessments, Agdex 557
Drainage Act Appeals, Agdex 557

Author Information

These Court of Revision guidelines were authored by Sharon McCartan, OMAFRA, Environmental Management Branch, Guelph, Ontario.
Reviewed by Sid Vander Veen, Drainage Coordinator, and by Andy Kester, Drainage Inspector.

Sample Decision of the Court of Revision:

DECISION of the COURT OF REVISION

RE: _____ Municipal Drain

Decisions Pronounced on the ____ day of _____, 20__

Appeal #1 – Appellant: _____ Property: _____

Appeal Summary: Assessment should be lowered because a portion of the property drains into another municipal drain.

Decision: That the assessment of costs on Lot 19, Con 84, Roll #0330 be reduced by two thirds from \$300.00 to \$100.00 and that the difference of \$200.00 be assessed to municipal road.

Appeal #2 – Appellant: _____ Property: _____

Appeal Summary: The crop damage allowance is insufficient and should be increased.

Decision: The appeal is dismissed as it is outside the jurisdiction of the Court of Revision. Property owners have the right to appeal their allowances to the Agriculture, Food and Rural Affairs Appeal Tribunal.

Appeal #3 – Appellant: _____ Property: _____

Appeal Summary: Assessment should be lowered because the engineer has calculated the assessment based on 100% agricultural land use; actual use is 50% agriculture and 50% bush.

Decision: The assessment on this property is reduced by \$300 and the reduction is added to the assessment on property _____. The owner of this property was present at the hearing of the court of revision.

Appeal #4 – Appellant: _____ Property: _____

Appeal Summary: Assessment should be lowered because the owner has no intention of using the land for agricultural purposes.

Decision: That the appeal be dismissed. Property still has the potential to be used for agriculture and has been assessed at similar rates to nearby agricultural properties.

Appeal #5 – Appellant: _____ Property: _____

Appeal Summary: Assessment on all private properties should be reduced and an environmental agency should be charged \$5000 for the cost of studies that were required for the agency's approval of the project.

Decision: The appeal is dismissed. The Drainage Act only allows properties to be assessed and the environmental agency is not a property owner.

FURTHER APPEAL RIGHTS

If dissatisfied with the Decisions of the Court of Revision which were pronounced on the ____th day of _____, 20__, anyone may appeal this decision to the Agriculture, Food and Rural Affairs Appeal Tribunal by filing a notice of appeal with Clerk of the municipality within 21 days of the date of this decision.

Signed: _____

_____(name), Chair

Court of Revision for the _____ Municipal Drain

Dated this ____th day of _____, 20__.

_____, Clerk

Municipality of _____

Sample Court of Revision Decision. A written decision should be mailed to every appellant after the hearing concludes.

For more information:
Telephone: 1-888-466-2372
E-mail: about.omafr@ontario.ca

www.ontario.ca/omafr

FIRE STAFF REPORT

FSR-012/2021

TO: Mayor Gibson & Members of Council
FROM: M. Alcock, Fire Chief/CEMC
DATE OF MEETING: November 16, 2021
SUBJECT: 2021 Second and Third Quarters Fire & Emergency Services Review

RECOMMENDATION(S):

THAT Fire Staff Report FSR-012/2021 respecting 2021 Second and Third Quarters Fire & Emergency Services Review be received for information.

EXECUTIVE SUMMARY:

This report includes a summary of Fire Department activity within the Township of Wainfleet for the Second and Third Quarters of 2021 (April - September).

ADMINISTRATION

Officers

All Officers continue to meet monthly to review department operations & identify needs. These monthly meetings establish priorities and address concerns as they arise.

Recruitment

The 2021 recruit class completed their training program with NFPA Testing on June 26, 2021, and began responding to calls for service on July 1st, 2021. They will continue their probationary period until the end of 2021.

FIRE PREVENTION & PUBLIC EDUCATION

Public Education

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

Fire Prevention, Inspections, Enforcement, Investigations

Date	Property Type	Reason	Result
June 15, 2021	Residential	Request by Owner	Smoke & CO alarms provided
June 15, 2021	Agricultural/ Commercial	Commercial Fire Permit Approval	Permit Issued
June 16, 2021	Residential	Request by Owner	Smoke & CO alarms replaced on main floor, and installed in basement
June 17, 2021	Residential/ Commercial	Request By-Law Enforcement Agency	Orders Issued
June 18, 2021	Residential	Complaint	Orders Issued

OPERATIONS**Emergency Responses (2nd Quarter)**

Number	Date	Response Type	Address
21-037	1-Apr-21	Alarm System Equipment - Accidental activation	Forks Rd
21-038	2-Apr-21	Call Cancelled On Route	Bell Rd,
21-039	3-Apr-21	Burning Complaint - Unauthorized Burn	Marr Rd
21-040	4-Apr-21	Burning Complaint - Unauthorized Burn	Morgan's Point Rd
21-041	6-Apr-21	Motor Vehicle Collision	Priestman Rd
21-042	17-Apr-21	Medical Assist - Asphyxia, Respiratory Condition	Dixie Rd
21-043	1-May-21	Motor Vehicle Collision	Willford Rd
21-044	3-May-21	Burning Complaint - Unauthorized Burn	Mill Race Rd
21-045	5-May-21	Motor Vehicle Collision	Regional Road 27
21-046	6-May-21	Motor Vehicle Collision	Highway 3
21-047	8-May-21	Alarm System Equipment - Malfunction	Side Road 18
21-048	8-May-21	Medical Assist - Alcohol or drug related	Regional 45 Rd
21-049	11-May-21	Medical Assist - Seizure	Highway 3
21-050	11-May-21	Burning Complaint - Unauthorized Burn	Golf Course Rd
21-051	12-May-21	Fire - Vehicle Fire	Ingram Rd
21-052	14-May-21	Fire - Vehicle Fire	Gracey Rd
21-053	15-May-21	Burning Complaint - Unauthorized Burn	Daley Ditch Rd
21-054	15-May-21	Public Hazard - Arcing Power Lines/Down	Highway 3
21-055	15-May-21	Medical Assist - Respiratory	Quarry Rd
21-056	15-May-21	Burning Complaint - Unauthorized Burn	Augustine Rd
21-057	16-May-21	Burning Complaint - Authorized Burn	Highway 3
21-058	18-May-21	Burning Complaint - Unauthorized Burn	Harbourview Rd
21-059	21-May-21	Call Cancelled On Route	Maplewood Dr
21-060	23-May-21	Burning Complaint - Unauthorized Burn	Quarry Rd
21-061	23-May-21	Call Cancelled On Route	Quarry Rd
21-062	27-May-21	Burning Complaint - Unauthorized Burn	Highway 3
21-063	27-May-21	Fire - Vehicle Fire	Wellandport Rd
21-064	31-May-21	Alarm System Equipment - Malfunction	Cedar Crest Rd
21-065	3-Jun-21	Motor Vehicle Collision	Marshagan Rd
21-066	10-Jun-21	Motor Vehicle Collision	Regional Road 27
21-067	10-Jun-21	Motor Vehicle Collision	Highway 3
21-068	12-Jun-21	Medical Assist - Skydiving Accident	Burnaby Rd
21-069	19-Jun-21	Motor Vehicle Collision	Lakeshore Rd
21-070	19-Jun-21	Burning Complaint - Unauthorized Burn	Quarry Rd
21-071	19-Jun-21	Fire - Camper/Trailer	Augustine Rd
21-072	21-Jun-21	Motor Vehicle Collision	Brawn Rd
21-073	21-Jun-21	Public Hazard - Power Lines Down/Arcing	Hill Ave
21-074	26-Jun-21	Alarm System Equipment - Malfunction	Maplewood Dr
21-075	27-Jun-21	Medical Assist - Vital signs absent/DOA	Lakeshore Rd
21-076	28-Jun-21	Motor Vehicle Collision	Regional Road 24

Emergency Responses (3rd Quarter)

Number	Date	Response Type	Address
21-077	1-Jul-21	Alarm System Equipment - CO Malfunction	Maplewood Dr
21-078	2-Jul-21	Motor Vehicle Collision	Smith Rd
21-079	4-Jul-21	Public Hazard Arcing Power Lines/Down	Garringer Rd
21-080	7-Jul-21	Burning Complaint - Unauthorized Burn	Hock Rd
21-081	8-Jul-21	Medical Assist - Vital signs absent, DOA	Summerland Ave
21-082	10-Jul-21	Medical Assist - Vital signs absent, DOA	Augustine Rd
21-083	15-Jul-21	Medical Assist - Vital signs absent, DOA	Regional Road 45
21-084	15-Jul-21	Medical Aid Not Required on Arrival	Bessey Rd
21-084A	17-Jul-21	Call cancelled on route	Forks Rd
21-085	18-Jul-21	Alarm System Equipment - Accidental activation	Gents Rd
21-086	18-Jul-21	Assistance to Police	Cedar Crest Rd
21-087	22-Jul-21	Alarm System Equipment - CO Malfunction	Perry Rd
21-088	25-Jul-21	Medical Assist - Asphyxia, Respiratory Condition	Highway 3
21-089	27-Jul-21	Motor Vehicle Collision	Highway 3
21-090	27-Jul-21	Motor Vehicle Collision	Regional Road 27
21-091	29-Jul-21	Alarm System Equipment - CO Malfunction	Pettit Rd
21-092	31-Jul-21	Burning Complaint - Unauthorized Burn	Diltz Rd
21-093	31-Jul-21	Medical Assist - Asphyxia, Respiratory Condition	Regional Road 27
21-094	1-Aug-21	Motor Vehicle Collision	Feeder Rd W
21-095	4-Aug-21	Alarm System Equipment - CO Malfunction	Neff St
21-096	4-Aug-21	Motor Vehicle Collision	Regional Road 27
21-097	9-Aug-21	Motor Vehicle Collision	Burkett Rd
21-098	9-Aug-21	Alarm System Equipment - CO Malfunction	Lakeshore Rd
21-098A	12-Aug-21	Call cancelled on route	Highway 3
21-099	14-Aug-21	Motor Vehicle Collision	Regional Road 45
21-100	20-Aug-21	Medical Assist - Asphyxia, Respiratory Condition	Bell Rd
21-101	21-Aug-21	Motor Vehicle Collision	Regional Road 27
21-102	21-Aug-21	Alarm System Equipment - Accidental activation	Highway 3
21-103	23-Aug-21	Medical Assist - Other Medical/Resuscitator Call	Highway 3
21-104	25-Aug-21	Medical Assist - Chest Pains/Heart Attack	Regional Road 45
21-105	26-Aug-21	Alarm System Equipment - CO Malfunction	Lakeshore Rd
21-106	27-Aug-21	Burning Complaint - Unauthorized Burn	Morgans Point Rd
21-107	29-Aug-21	Alarm System Equipment - Malfunction	Lakeshore Rd
21-108	30-Aug-21	Medical Assist - Alcohol or drug related	Side Rd 20
21-109	31-Aug-21	Motor Vehicle Collision	Buliung Rd
21-110	1-Sep-21	Burning Complaint - Unauthorized Burn	Morgans Point Rd
21-111	4-Sep-21	Motor Vehicle Collision	Diltz Rd
21-112	6-Sep-21	Motor Vehicle Collision	Dixie Rd
21-113	6-Sep-21	Water Rescue	Augustine Rd
21-114	7-Sep-21	Medical Assist - Vital signs absent, DOA	Pettit Rd
21-115	8-Sep-21	Motor Vehicle Collision	Highway 3
21-116	11-Sep-21	Medical Assist - Vital signs absent, DOA	Augustine Rd
21-117	12-Sep-21	Motor Vehicle Collision	Highway 3
21-118	13-Sep-21	Public Hazard -Gas Leak/Natural Gas	Concession 6 Rd
21-119	16-Sep-21	Public Hazard - Gas Leak/Natural Gas	Concession 6 Rd
21-120	18-Sep-21	Motor Vehicle Collision	Highway 3
21-121	20-Sep-21	Medical Assist - Seizure	Burnaby Rd
21-122	21-Sep-21	Burning Complaint - Unauthorized Burn	Green Rd N
21-123	24-Sep-21	Medical Assist - Alcohol or drug related	Side Rd 20
21-124	25-Sep-21	Motor Vehicle Collision	Side Rd 20
21-125	27-Sep-21	Motor Vehicle Collision	Canborough Rd
21-126	30-Sep-21	Motor Vehicle Collision	Forks Rd

APPARATUS & EQUIPMENT

Apparatus

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

Following Council's approval of the 2021 Capital Budget, a RFP for a new Rescue/Engine was issued and closed on April 13, 2021. On April 20, 2021, Council approved the purchase of a 2021 HME Rescue/Engine from Dependable Emergency Vehicles, which was delivered on July 7, 2021.



Prior to the apparatus being placed into service, staff conducted driver/operator training, communications up-fit and equipment mounting.



The new apparatus was officially placed into service on July 17, 2021 with Council and fire personnel conducting a "Wash-Down & Push-In Ceremony"

Squad 1 was removed from service and replaced by "Engine 1" (2003 Kenworth) when the new Engine 3 was placed into service.

2021 Annual Pump Test

Annual Pump Testing was conducted on August 25, 2021, and repairs have been completed as required. Results of the tests are shown below,



Truck ID	Year	Make & Model	Primer & Vacuum Test	Flow Test	Pressure Relief Valve	Overall
E-1	2003	Pierce Kenworth	Pass	Pass	Pass	Pass
E-2	1999	Superior International	Pass	Pass	Pass	Pass
E-4	2017	Fort Garry International	Pass	Pass	Pass	Pass

Ladders

Annual Ladder Testing was conducted on August 13, 2020. Results of the tests are shown below.

2020 Annual Ladder Test Results

Truck ID	Make & Model	Age	Type	Length	Construction	Result
Engine 1	Duo-Safety	2000s	Extension	16'	Aluminum	PASS
	Not Present	N/A	Roof	N/A	N/A	DEFICIENT
	Not Present	N/A	Attic	N/A	N/A	DEFICIENT
Engine 2	Duo-Safety	2019	Extension	24'	Aluminum	PASS
	Duo-Safety	2019	Roof	14'	Aluminum	PASS
	Not Present	N/A	Attic	N/A	N/A	DEFICIENT
Engine 3	Duo-Safety	2021	Extension	24'	Aluminum	NEW
	Duo-Safety	2021	Roof	14'	Aluminum	NEW
	Duo-Safety	2021	Attic	10'	Aluminum	NEW
Engine 4	Duo-Safety	2018	Extension	24'	Aluminum	PASS
	Duo-Safety	2018	Roof	14'	Aluminum	PASS
	Duo-Safety	2018	Attic	10'	Aluminum	PASS
Spare	Duo-Safety	N/A	Extension	24'	Aluminum	PASS
	Duo-Safety	N/A	Roof	14'	Aluminum	PASS

Staff are investigating options to equip all Engines with the required type and quantity of ground ladders.

Suppression Equipment

As approved in the Capital & Operational Equipment Budgets, WFES has taken delivery of various equipment and technology.

2021 is the third year of the current standardization process for equipment on apparatus. WFES took delivery of the following equipment in Q3 of 2021.

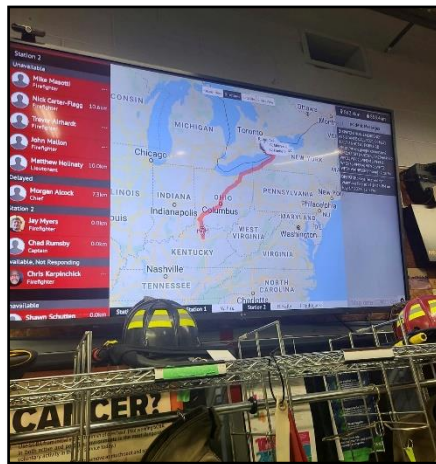
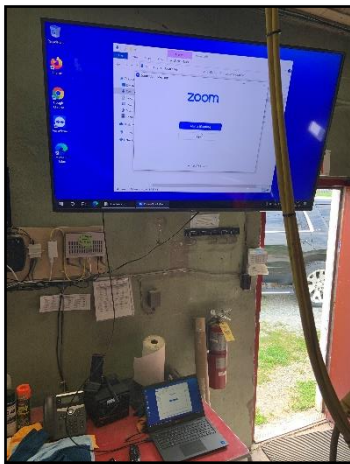
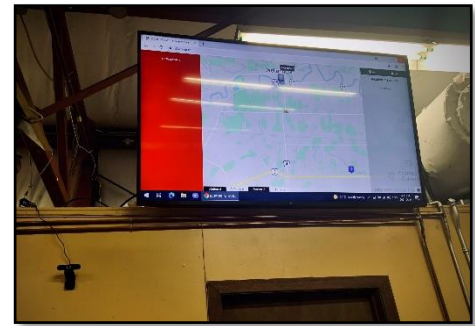
Description	Quantity
Front Bumper Jump Line – 50' x 1 3/4" (45mm) attack hose	6
Front Bumper Jump Line Nozzles	2
Large Attack hose – 50' x 2 1/2" (65mm)	20
Large Attack Nozzles	4
Foam Eductor, Hose & Nozzles Kits	3
Large Diameter Hose (Supply Line) 100' x 4" (100mm)	12
Large Diameter Hose (Supply Line) 50' x 4" (100mm)	4
Large Diameter Hose (Supply Line) 25' x 4" (100mm)	8



Technology

On March 11, 2021, the Office of the Fire Marshall (OFMEM) announced that the Province of Ontario had developed a Fire Safety Grant program to help offset operational and capital budget impacts related to Training and Fire Prevention activities during COVID-19. On March 30, 2021 it was reported to Council that WFES had been successful in its application for the grant and Council approved staff to proceed with the project. The project was completed and reported to the Province in August.

Laptops, large monitors, & Web cameras were installed in all Stations to provide personnel the ability to conduct training in small groups at their individual Stations. These screens also operate a notification system showing responders where incidents are and who is responding.



Mobile Data Terminals (MDTs) were also installed in all front run apparatus. These MDTs include incident mapping, geo-location and pre-planning software, emergency and hazardous materials response guides, training materials, and online inspection applications.



TRAINING & CERTIFICATION**Regular/Weekly Training*****Second Quarter***

Lead Topic	Sub-Topics and Description
Communications	Theory & Operational Guideline review via Zoom.
Incident Command/Management Systems (ICS/IMS)	Theory & Operational Guideline review via Zoom
Rapid Intervention Teams (RIT)	Practical – Firefighter Rescue Techniques
Fire Ground Operations	Practical – Vertical roof ventilation with saws and fans
UTV	Practical – Demonstrate inspection, towing, loading, unloading, safe operation of the UTV in off road conditions
Fire Ground Operations	Practical – Safe Operation of Ground ladders and hoisting equipment with various ropes and knots
Firefighter Survival	Practical – Firefighter Survival Techniques
Auto Extrication & Air Bags	Practical – Demonstrate inspection, maintenance and safe operation of auto extrication and lifting airbag techniques
Wildland & Grass Fires	Practical – Demonstrate wildland firefighting techniques
Portable Pumps & Rural Water Supply	Practical – Demonstrate inspection, maintenance and safe operation of portable pumps and tanker shuttle relay

Third Quarter

Lead Topic	Sub-Topics and Description
Water Rescue	Practical – Demonstrate inspection, maintenance and safe operation of equipment and shore based water rescue techniques
Water Shuttle Exercise	Practical – Establish a water source & fill site, conduct tanker shuttle relay, establish a drop site & supply site, relay pump to fire ground attack engine.
Fire Ground Operations	Practical - Hose Advancement
Portable Pumps & Water Supply	Practical – Demonstrate inspection, maintenance and safe operation of portable pumps and tanker shuttle relay
Auto Extrication & Air Bags	Practical – Demonstrate inspection, maintenance and safe operation of auto extrication and lifting airbag techniques
Fire Ground Operations	Practical – Safe Operation of Ground ladders and hoisting equipment with various ropes and knots
Firefighter Survival	Window Bail Outs
Low Angle Rescue	Practical – Demonstrate inspection, maintenance and safe operation of technical rescue equipment and low angle rescue techniques
Response Area Preplanning	Practical – Identify high risk buildings and conduct pre-plans

PRIORITIES

The priorities for the fourth quarter of 2021 include:

- Begin 2022 Recruitment process
- Conduct Annual Live Fire Training
- Conduct NFPA 1002 Pump Operations Course
- Conduct NFPA 1072 Hazardous Materials Operations Course
- Conduct NFPA Certification Testing
- Continue works on approved capital projects
- Continue work on Central Fire Station
- Continue work on Community Risk Assessment and Gap Analysis

OPTIONS/DISCUSSION:

None.

FINANCIAL CONSIDERATIONS:

None.

OTHERS CONSULTED:

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

ATTACHMENTS:

- 1) Appendix “A” – Second and Third Quarter Incident Statistics

Respectfully submitted by,

Approved by,

Morgan Alcock
Fire Chief/CEMC

William Kolasa
Chief Administrative Officer

Appendix 'A'

WAINFLEET FIRE & EMERGENCY SERVICES

2021 MONTHLY RESPONSES BY INCIDENT TYPE

INCIDENT TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	2020	% Change
STRUCTURE FIRE	1	1	1	0	1	1	1	0	0				6	15	-60.0%
PRELIMINARY ALARM	0	0	0	0	0	0	0	0	0				0	3	100.0%
REMOTE ALARM	0	1	0	1	1	0	2	3	1				9	9	0.0%
VEHICLE FIRE	2	1	0	0	3	0	0	0	0				6	3	100.0%
GRASS/TREE/BRUSH	0	1	4	1	2	0	0	0	1				9	14	-35.7%
BURNING COMPLAINT	0	1	1	1	5	1	2	1	1				13	8	62.5%
MVC	2	2	2	1	3	6	3	6	7				32	36	-11.1%
GENERAL/TECH RESCUE	0	0	0	0	0	0	0	0	0				0	1	0.0%
MEDICAL	4	2	2	2	0	2	6	5	4				27	17	58.8%
CARBON MONOXIDE	1	0	0	0	3	1	1	1	0				7	8	-12.5%
HAZMAT	0	0	0	0	0	0	0	0	1				1	2	-50.0%
EMERGENCY ASSIST	2	2	1	0	3	1	1	0	1				11	19	-42.1%
NON EMERG/ASSIST	0	0	0	0	1	0	2	1	0				4	1	300.0%
ICE/WATER RESCUE	0	1	0	0	0	0	0	0	1				2	5	-60.0%
UNKNOWN 911	0	0	0	0	0	0	0	0	0				0	0	0.0%
Total Responses Within Municipality	12	12	11	6	22	12	18	17	17	0	0	0	127	141	-9.9%
Total Responses Out of Jurisdiction	1	0	0	0	0	0	0	0	0	0	0	0	0	1	
2021 TOTAL	13	12	11	6	22	12	18	17	17	0	0	0	128		
2020 TOTAL	15	8	6	7	5	17	15	11	15	12	22	9	142		
% CHANGE	-13.3%	50.0%	83.3%	-14.3%	340.0%	-29.4%	20.0%	54.5%	13.3%	-100.0%	-100.0%	-100.0%	-9.9%		

FIRE STAFF REPORT

FSR-013/2021

TO: Mayor Gibson & Members of Council

FROM: Morgan Alcock, Fire Chief

DATE OF MEETING: November 16, 2021

SUBJECT: Automatic Aid Agreement between Port Colborne & Wainfleet

RECOMMENDATION(S):

THAT Fire Staff Report FSR-013/2021 respecting Automatic Aid Agreement between Port Colborne and Wainfleet be received; and

THAT Council authorize the Fire Chief to enter into a two year trial Automatic Aid agreement with the City of Port Colborne Fire & Emergency Services to provide and receive services as laid out in this report; and

THAT Council direct the Fire Chief to bring forward a report to the CAO after the term of the agreement has passed with recommendations on ending, extending or making permanent a similar agreement

EXECUTIVE SUMMARY:

The Fire Chiefs of Wainfleet and Port Colborne are discussing operational ways to provide superior protection to the residents of their municipalities while remaining fiscally responsible. An Automatic Aid Agreement has been identified as a means in which both municipalities could improve fire protection services in each municipality. The Automatic Aid Agreement would be designed to provide and/or receive assistance from the closest available resource, irrespective of municipal boundaries, on a day-to-day basis.

BACKGROUND:

WAINFLEET

Wainfleet Fire & Emergency Services (WFES) protects against loss of life, property, and the environment from the effects of fire, illness, accidents, and all other hazards. WFES service area is a mix of rural hamlets and agricultural lands with a total area of approximately 218 km² (Appendix A) and a population of +/- 6400. Similar to Port Colborne, the lake side community does see a significant influx of transient residents and visitors during the summer months.

Wainfleet Fire & Emergency Services is comprised of 2 full-time administrative staff and approximately 50 volunteer firefighters operating out of 4 facilities. All staff including volunteers are certified under the National Fire Protection Association (NFPA) to firefighter II and hazardous materials operations. Apparatus operated by the department includes; four engines, one light rescue, two mobile water supply apparatus (Tankers), one utility terrain vehicle (UTV) and one rapid response vehicle (Car 2).

PORT COLBORNE

Port Colborne Fire & Emergency Services (PCF&ES) protects against loss of life, property, and the environment from the effects of fire, illness, accidents, and all other hazards. PCF&ES service area is a mix of urban and rural with a total area of approximately 122 km² (Appendix A) and a population of 18,306. The lake side community does see a significant influx of transient residents and visitors during the summer months. Sherkston Shores alone has 3200 trailer sites on the property. Port Colborne Fire & Emergency Services is comprised of 15 full-time staff and approximately 36 volunteer firefighters operating from one strategically located fire station. All staff including volunteers are certified under the National Fire Protection Association (NFPA) to firefighter II and hazardous materials operations.

The department operates out of one fire hall located at 3 Killaly Street West. Apparatus operated by the department includes; two engines, one heavy rescue, one ladder truck, and one 3000 gallon pumper/tanker. Engine 1 is staffed 24/7 with full-time staff and complemented by the volunteers for motor vehicle collisions, alarm systems, technical rescue, and structure fires to name a few.

As any department that utilizes the volunteer system, PCF&ES has been struggling to attract volunteers over the past several years. To maintain the current operating system, staff believe this is an opportune time to test an automatic aid agreement with our neighboring department to bolster its ability to respond.

DISCUSSION

Both municipalities are participants in the “Region of Niagara Mutual Aid Plan 2019-2023” The plan helps coordinate efforts to minimize loss of human life, property and damage to the environment through efficient utilization of local area municipal fire department resources. If an incident is overwhelming the resources of a single department, additional resources are available upon request. Automatic Aid Agreements are simply the next level of protection in that additional resources are dispatched without the department in need having to take additional time requesting it.

The obvious advantage of implementing an automatic aid program is the person experiencing the emergency receives assistance from the closest available provider by supplying seamless service through the elimination of artificial service boundaries (Municipal borders). Each municipality has areas of concerns identified in their respective risk assessments that could be addressed through the implementation of an Automatic Aid Agreement. The following proposal would add capacity and improved service for both municipalities.

Wainfleet will agree to automatically respond to Port Colborne:

1. On a confirmed structure fire, an Engine staffed with at least four firefighters will automatically be dispatched to respond to Port Colborne. Port Colborne’s command staff will direct the Wainfleet Engine to either respond to the fire hall in Port Colborne for standby or, proceed to the fire incident for manpower. (Appendix “B” – Urban lands within yellow shaded area)

2. Any confirmed structure fire in the rural area of Port Colborne, a Tanker will also respond for water supply. (Appendix B – Rural lands outside yellow shaded area) Port Colborne will agree to automatically respond to Wainfleet:
1. On a confirmed structure fire or MVC, Engine 1 staff will automatically be dispatched and respond for initial fire attack along with Rescue 1 and Tanker 1 to the area laid out in Appendix C.
2. Once Wainfleet apparatus and staff are on location and Wainfleet command confirm Port Colborne resources are no longer required, Port Colborne will be released as deemed appropriate.
3. On a confirmed structure fire, Tanker 1 will be automatically dispatched for water supply to the area laid out in Appendix D
4. PCF&ES will be dispatched to all 911 calls to 20101 & 20102 Barrick Rd.

Both fire departments have completed call data analysis for the subject areas. Both departments estimate a service exchange of 7 to 10 calls a year would fall under this agreement.

OPTIONS

Option 1- (Recommended)

It is recommended by both Fire Chiefs that their respective municipalities sign a two-year trial Automatic Aid Agreement. No exchange of funds for service rendered would happen under the trial. Upon completion of the trial, data will once again be analyzed and an update of operational efficiencies delivered to both CAO's. Within that report will be the recommendation to end the trial, extend the trial or sign a permanent agreement.

Option 2

Receive this report as information only.

FINANCIAL CONSIDERATIONS:

None at this time.

OTHERS CONSULTED:

- 1) Strategic Leadership Team
- 2) Fire Service Leadership Team

ATTACHMENTS:

Appendix 'A' - Port Colborne & Wainfleet Municipal Boundaries & Fire Station Locations

Appendix 'B' - Port Colborne Urban Boundaries - Wainfleet Engine & Tanker

Appendix 'C' - Port Colborne Engine & Tanker Response Area into Wainfleet

Appendix 'D' - Port Colborne Tanker Only Response Area into Wainfleet

Respectfully submitted by,

Approved by,

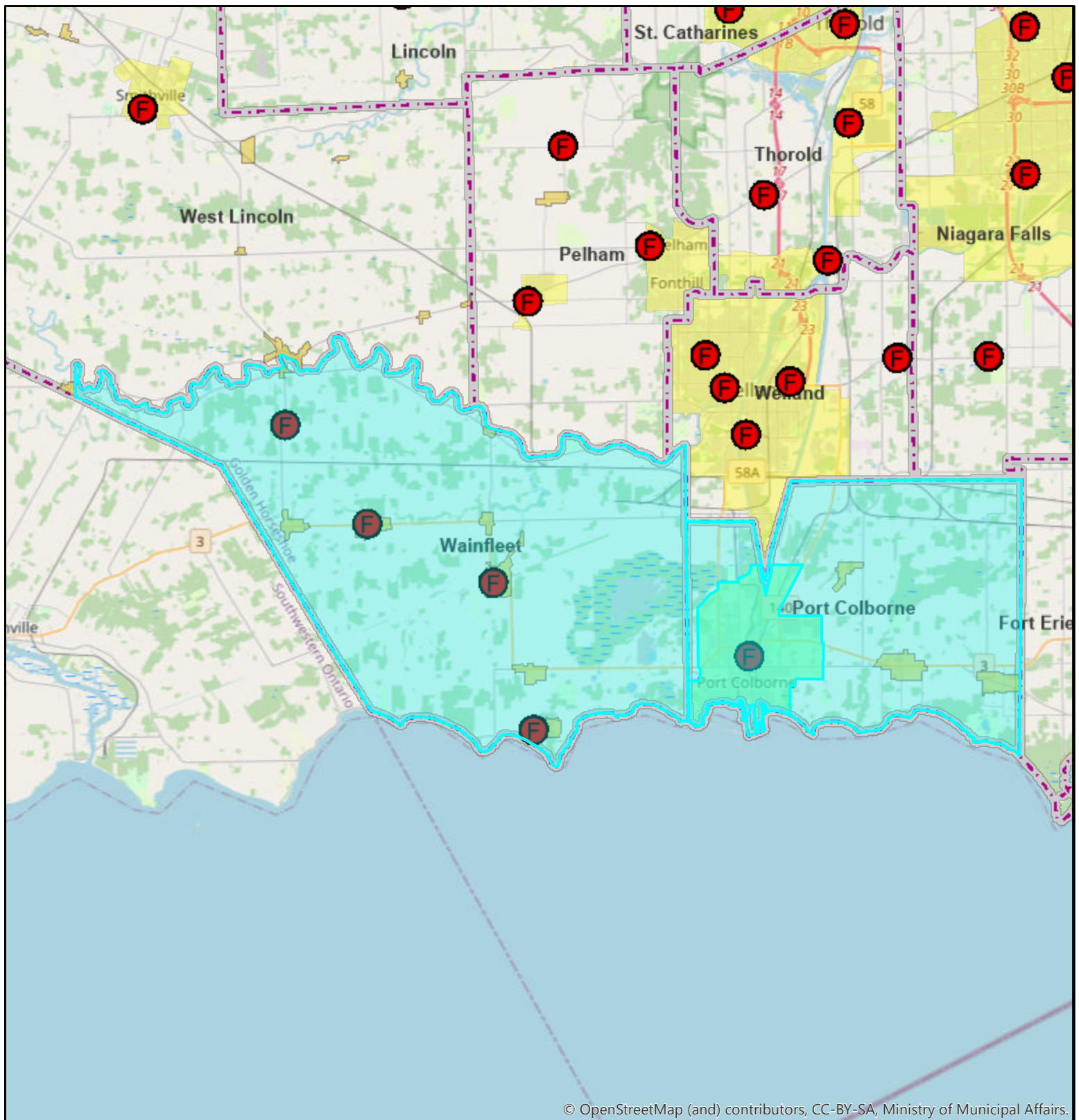
Morgan Alcock
Fire Chief

William J. Kolasa
Chief Administrative Officer

APPENDIX “A”

Municipal Boundaries and Fire Station Locations





This page has been intentionally left blank



© OpenStreetMap (and) contributors, CC-BY-SA, Ministry of Municipal Affairs.

Wainfleet & Port Colborne

Legend

-  Fire Station
-  Hamlets
-  Municipal Boundaries
-  Urban Area Boundaries

Niagara Region



0 2.5 5 10 15 20 km

© 2021 Niagara Region and its suppliers. Projection is UTM, NAD 83, Zone 17. The Niagara Region makes no representations or warranties whatsoever, either expressed or implied, as to the accuracy, completeness, reliability, currency or otherwise of the information shown on this map.

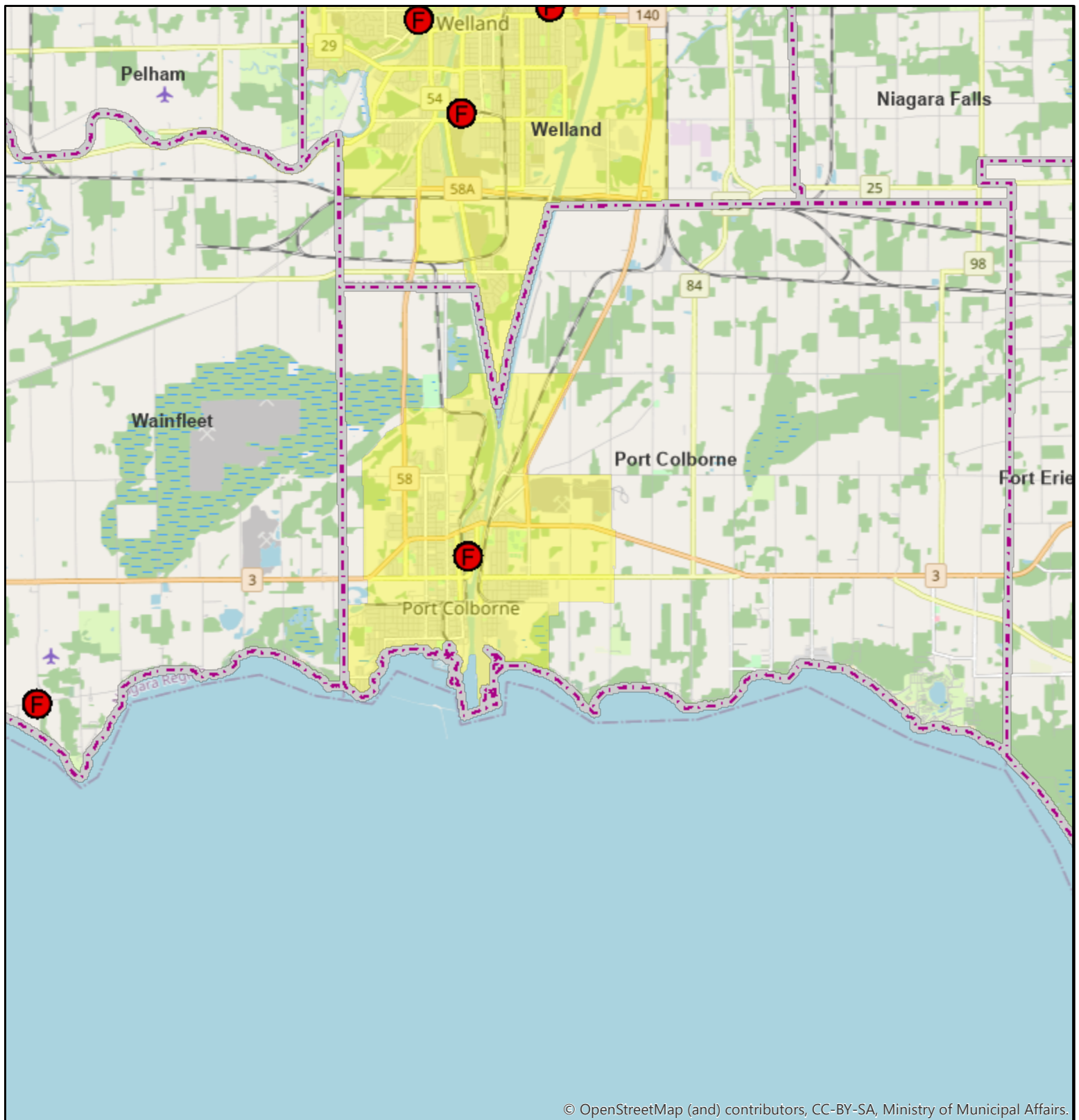
APPENDIX “B”

**Wainfleet provides an Engine to Port Colborne for
Urban Lands within Yellow shaded area**

&




**Wainfleet provides an Engine & Tanker to Port Colborne for
Rural Lands outside Yellow shaded area**

This page has been intentionally left blank



Port Colborne Urban Boundary

Legend

-  Fire Station
-  Municipal Boundaries
-  Urban Area Boundaries

Niagara Region



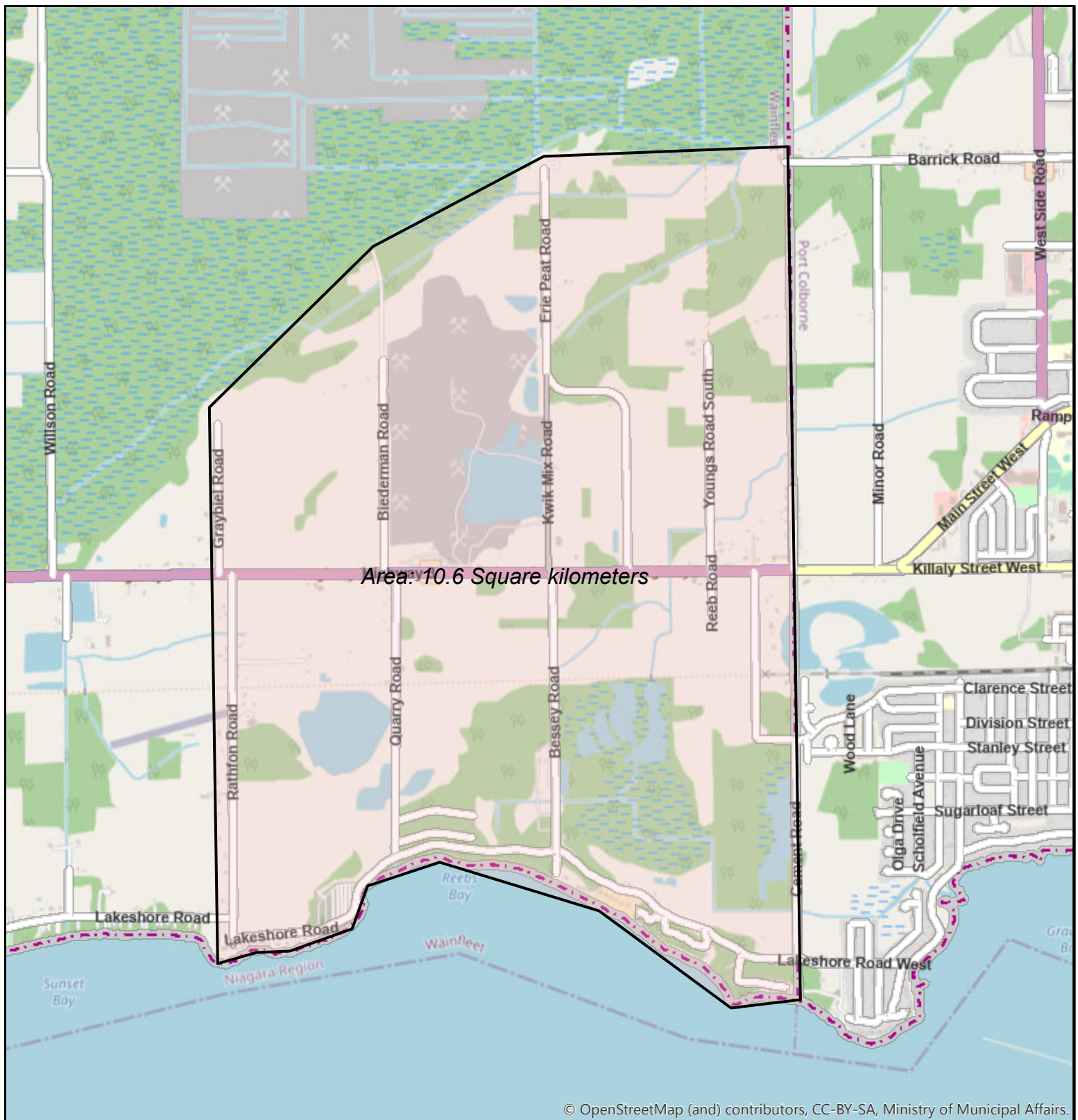
0 1.25 2.5 5 7.5 10 km

© 2021 Niagara Region and its suppliers. Projection is UTM, NAD 83, Zone 17. The Niagara Region makes no representations or warranties whatsoever, either expressed or implied, as to the accuracy, completeness, reliability, currency or otherwise of the information shown on this map.

APPENDIX “C”

Port Colborne Engine & Tanker Response Area into Wainfleet

This page has been intentionally left blank



Niagara Navigator

Legend

- | | |
|-------------------|----------------------|
| Override 1 | Future/Planned |
| Roads | Fire Station |
| Provincial | Hamlets |
| Regional | Municipal Boundaries |
| Municipal/Private | |
| Unimproved | |

Date: 2021-09-28 Time: 11:00 AM

Niagara Region



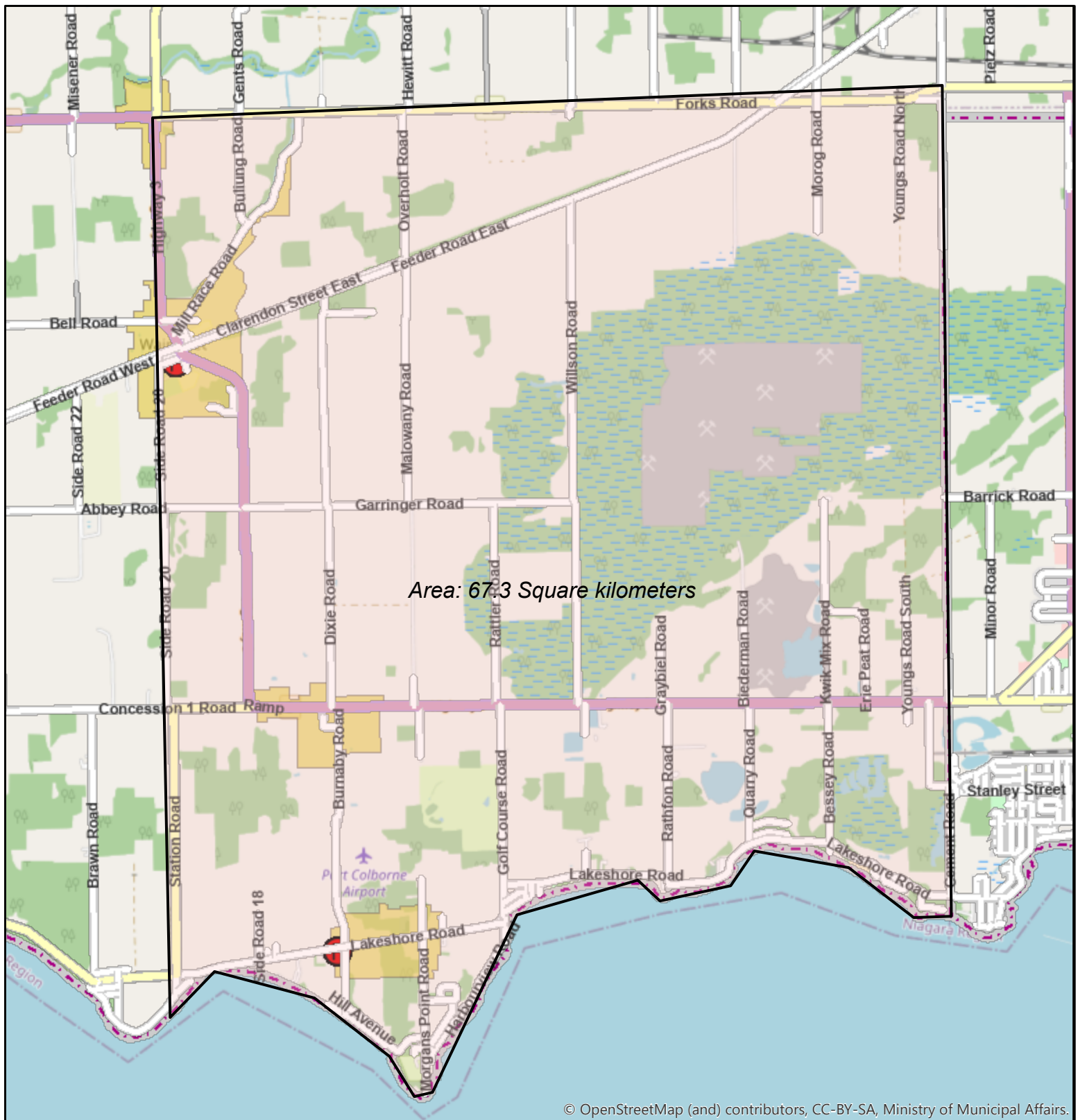
0 0.33 0.65 1.3 1.95 2.6 km

© 2021 Niagara Region and its suppliers. Projection is UTM, NAD 83, Zone 17. The Niagara Region makes no representations or warranties whatsoever, either expressed or implied, as to the accuracy, completeness, reliability, currency or otherwise of the information shown on this map.

APPENDIX “D”

Port Colborne Tanker Only Response Area into Wainfleet

This page has been intentionally left blank



© OpenStreetMap (and) contributors, CC-BY-SA, Ministry of Municipal Affairs.

Niagara Navigator

Legend

- | | |
|-------------------|----------------------|
| Override 1 | Future/Planned |
| Roads | <all other values> |
| Provincial | Fire Station |
| Regional | Hamlets |
| Municipal/Private | Municipal Boundaries |
| Unimproved | |

Date: 2021-09-28 Time: 10:55 AM

Niagara Region



0 0.5 1 2 3 4 km

© 2021 Niagara Region and its suppliers. Projection is UTM, NAD 83, Zone 17. The Niagara Region makes no representations or warranties whatsoever, either expressed or implied, as to the accuracy, completeness, reliability, currency or otherwise of the information shown on this map.

TO: Mayor Gibson & Members of Council

FROM: Richard Nan, Manager of Operations

DATE OF MEETING: November 16, 2021

SUBJECT: **Update on Canada Summer Games Wainfleet Community Event**

RECOMMENDATION(S):

THAT Report PWSR-023/2021 respecting Update on Canada Summer Games Wainfleet Community Event be received; and

THAT Council authorize the use of the unexpended funds from previous Canada Day programs, currently held in reserves, to assist with costs associated with the “13 for 13” program to be held in Wainfleet on August 16, 2022.

EXECUTIVE SUMMARY:

Staff have been planning an event to take place in the Township of Wainfleet to celebrate the Canada Summer Games. In February of 2019, staff and members of the “13 for 13 Cultural Program” provided an overview of the program. The Canada Games unites 13 Provinces and Territories in celebration of Canada, sport and our culture. Team Niagara unites 13 Municipalities in celebration of Niagara, sport and our culture. With this synergy in mind, the 2021 Games Events team will develop a unique and innovative matching program, named “13 for 13”, to reach a number of targeted audiences that will be planned and undertaken during the lead up to the Games and during the Games.

The “13 for 13” program will be an innovative program that will partner each of the 13 communities in Niagara (including the Region) with one of the 13 Provinces and Territories that will be participating in the Games. Council directed staff in Report PWSR 001/2019 to “establish a 2021 Summer Games committee to collaborate with the summer games committee and plan a special event to be held in the community and to organize a volunteer group to assist in the implementation of the summer games”.

Due to the recent pandemic, the games have been rescheduled until 2022. Staff and members of the committee have continued to work behind the scenes, however, to develop a program and event fitting with the Township of Wainfleet. The committee has arranged for the inclusion of the Marshville Heritage facilities to take part in the event as well as the ever increasing Wainfleet Farmers Market group to move their market date to coincide with the event date. The event will take place on Tuesday, August 16, 2022 and will utilize the Arena, Marshville Village, pavilion and areas around the rear of the arena.

The Committee has been very fortunate to have a committee member with intimate knowledge and connections with tourism and culture industry in Nunavut. Staff have been

preparing for entertainment and have secured the availability of Juno award-winning performer Susan Aglukark. Susan Aglukark is a singer /songwriter and one of Canada's most unique artists and a leading voice in Canadian music. She blends the Inuktitut and English languages with contemporary pop music arrangements to tell the stories of her people, the Inuit of Arctic Canada. Staff are also working to secure local supporting entertainment to start off the program. The committee has developed some programming that will include a school participated art event, "What Nunavut means to me", as well as artifacts and displays from the Nunavut indigenous communities and will be providing an opportunity for local food vendors to participate as well. The committee anticipates an opening ceremony with local dignitaries being given an opportunity as well to welcome guests and their families that are participating in the summer games. One very special part of the program will include a small sacred fire that will honour our local indigenous groups and will be lit and burn during the duration of our event.

The committee has developed a budget for the event and thanks to the "13 for 13 program", we will receive a \$10,000 donation to help with the event. Staff are suggesting that the township portion of costs be covered by utilizing the Canada Day funds that have not been spent for the past 2 years and have been placed in our reserves. The Township has allocated \$13,500 for past events that have not taken place for 2020 and 2021.

OPTIONS/DISCUSSION:

1. Council support staff in continuing the plans for the "13 for 13 celebration event" to take place in the Township of Wainfleet and permit the use of the reserve funds to be used from the previous allocated funds for the Canada Day celebrations that have been cancelled due to the pandemic. (Recommended).
2. Council not support the event in support of the 13 for 13 program event.

FINANCIAL CONSIDERATIONS:

This project was approved to begin planning in 2019 through a committee planning process in PWSR 001/2019. The 2020 and 2021 Canada Day funds allocated have already been placed in reserve that can be utilized to support the event without any further impact to budgets.

OTHERS CONSULTED:

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

ATTACHMENTS:

None

Respectfully submitted by,

Approved by,

Richard Nan
Manager of Operations

William J. Kolasa
Chief Administrative Officer

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 034-2021

Being a by-law to authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2022.

WHEREAS Section 407 of the Municipal Act, S.O. 2001 c.25, provides authority for a Council by By-law to authorize the Municipality to borrow from time to time, by way of promissory note or bankers' acceptance, such sums as the Council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditure of the Corporation for the year;

AND WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Corporation, shall not exceed, except with the approval of the Local Planning Appeal Tribunal, the limitations set out in Section 407(2) of the Municipal Act;

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

1. **Borrowing Authority**

The Head of Council and the Treasurer are hereby authorized on behalf of the Municipality to borrow from time to time by way of promissory note or bankers' acceptance during the year 2022 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected and until other revenues are received, the current expenditures of the Corporation for the purposes set out in Section 407(1).

2. **Instruments**

A promissory note or bankers' acceptance made under Section 1 shall be signed by the Head of Council and the Treasurer.

3. **Lenders**

The Lenders from whom amounts may be borrowed under authority of this By-law shall be the **MERIDIAN CREDIT UNION LIMITED**. And such other lender(s) of the Municipality as may be determined from time to time by by-law of Council.

4. **Limit on Borrowing**

The total amount which may be borrowed at any one time under this By-law, together with the total of any similar borrowings that have not been repaid, shall not exceed, from January 1st until September 30th of the current year, 50 percent of the estimated revenues of the Corporation as set forth in the

estimates adopted for that year. Such borrowing shall not exceed, from October 1st to December 31st of the current year, 25 percent of the said estimated revenues of the Corporation as set forth in the estimates adopted for that year. For purposes of this By-law, the estimated revenues of the Corporation shall not include revenues derivable or derived from:

- a) Borrowing through any issue of debentures,
- b) A surplus, including arrears of taxes, fees or charges,
- c) A transfer from the capital fund, reserve funds or reserves.

5. **Borrowing Documents Required**

The Treasurer shall, at the time when any amount is borrowed under this By-law, ensure that the lender is or has been furnished with

- a) A certified copy of this By-law,
- b) A certified copy of the estimates of the Corporation adopted for the current year.

6. **When Estimates Not Adopted**

If the estimates for the current year have not been adopted at the time an amount is borrowed under this By-law.

- a) The limitation on total borrowing, as set out in Section 4, shall be calculated for the time being upon the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year, and
- b) The certified copy furnished under Section 5 shall show the nature and amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year.

7. **Charge on Revenue**

All or any sums borrowed under this By-law shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for any preceding years as and when such revenues are received but such charge does not defeat or affect and is subject to any prior charge then subsisting in favour of any lender.

8. **Directive to Treasurer**

The Treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this By-law, together with interest thereon, all or any of the money hereafter collected or received, either on account of or realized in respect of, the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.

9. **Additional Documents**

That the Head of Council and the Treasurer are authorized to execute such additional documents as may be required by the lending authority to evidence the indebtedness.

10. **Effective Date**

This By-law shall come into force as of the 1st day of January, 2022.

BY-LAW READ AND PASSED THIS 16th DAY OF NOVEMBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 035-2021

Being a by-law to provide for interim tax levies
for the year 2022 for the Township of
Wainfleet.

WHEREAS section of the *Municipal Act*, S.O. 2001, c. 25, as amended, provides that the council of a local municipality, before the adoption of estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

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

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

1. The amounts levied shall be as follows:

1.1. For the Residential, Pipeline, Farmland and Managed Forest property classes there shall be imposed and collected an interim levy of:

(a) the percentage prescribed by the Minister under section 317(10) of the *Municipal Act*; or,

(b) 50%, if no percentage is prescribed,

of the total taxes for municipal and school purposes levied on in the year 2021.

1.2. For the Multi-Residential, Commercial and Industrial property classes there shall be imposed and collected an interim levy of:

(c) the percentage prescribed by the Minister under section 317(10) of the *Municipal Act*; or,

(d) 50% if no percentage is prescribed,

of the total taxes for municipal and school purposes levied on in the year 2021.

2. All taxes levied under this by-law shall be payable into the hands of the Collector in accordance with the provisions of this by-law.

3. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one and one-quarter percent (1¼%) of the amount in default on the first day of default and on the first day of each calendar month during which the default continues.

4. The interim tax levy imposed by this by-law shall be paid in two installments due on the following dates:
 - 4.1. One-half (1/2) thereof on the 28th day of February of 2022.
 - 4.2. One-half (1/2) thereof on the 29th day of April of 2022.
5. The Collector may mail or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law, a notice specifying the amount of taxes payable.
6. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Collector's roll under section 340 of the *Municipal Act*.
7. The subsequent levy for the year 2022 to be made under the *Municipal Act* shall be reduced by the amount to be raised by the levy imposed by this by-law.
8. The provisions of s.317 of the *Municipal Act*, as amended apply to this by-law with necessary modifications.
9. The Collector shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 5 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.
10. Nothing in this by-law shall prevent the Collector from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
11. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.
12. This By-law shall come into force as of the 1st day of January, 2022.

BY-LAW READ AND PASSED THIS 16th DAY OF NOVEMBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 036-2021

A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN
THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

and

ENBRIDGE GAS INC.

WHEREAS the Council of the Township of Wainfleet deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Enbridge Gas Inc.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on the _____ day of _____, _____ has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

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

1. **THAT** the Franchise Agreement between the Township of Wainfleet and Enbridge Gas Inc., attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.
2. **THAT** the Mayor and Deputy Clerk be and they are hereby authorized and instructed on behalf of the Township of Wainfleet to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-Law.
3. **THAT** the following by-law be hereby repealed:
 - By-law No. 041-2002 for the Township of Wainfleet, passed in Council on August 13, 2002.
4. **THAT** this By-law shall come into force and take effect as of the final passing thereof.

BY-LAW READ A FIRST TIME THIS 16TH DAY OF NOVEMBER 2021

BY-LAW READ A SECOND TIME THIS 16TH DAY OF NOVEMBER 2021

BY-LAW READ A THIRD TIME AND FINALLY ENACTED THIS _____ DAY OF _____

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. 037-2021

Being a by-law to close and convey part of a
Public Road being the road allowance between
Lots 39 & 40, Concession 7, lying north of
Regional Road No. 27, Township of Wainfleet.

WHEREAS Section 27(1) of the *Municipal Act, 2001*, S.O. 2001 c. 25 as amended provides that a municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway;

AND WHEREAS Section 28(1) of the *Municipal Act, 2001*, S.O. 2001 c. 25 as amended provides that a municipality has jurisdiction over all highways over which it had jurisdiction or joint jurisdiction on December 31, 2002;

AND WHEREAS Section 34 of the *Municipal Act, 2001*, S.O. 2001 c. 25 as amended provides that a municipality may pass a by-law to permanently close highways under its jurisdiction;

AND WHEREAS under By-law No. 033-2015 the Township of Wainfleet established policies for the sale of land owned by the municipality;

AND WHEREAS Mark Watt made application to the Township of Wainfleet pursuant to By-law No. 033-2015 for the closure and sale of that portion of the Public Road being the road allowance between Lots 39 & 40, Concession 7, lying north of Regional Road No. 27, Township of Wainfleet, being all of P.I.N. 64002-0003 (LT);

AND WHEREAS the Township of Wainfleet has complied with all requirements of By-law No. 033-2015 with respect to this sale of land owned by the municipality;

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

1. **THAT** the application made by Mark Watt to close and sell the portion of the Public Road being the road allowance between Lots 39 & 40, Concession 7, lying north of Regional Road No. 27 in the Township of Wainfleet being all of PIN 64002-0003 (LT) is approved.
2. **THAT** the lands described as the road allowance between Lots 39 & 40, Concession 7, lying north of Regional Road No. 27, Township of Wainfleet, being all of PIN 64002-0003 (LT) are hereby stopped up and closed as a public highway and declared as surplus to the needs of the municipality;
3. **THAT** the lands described as the road allowance between Lots 39 & 40, Concession 7, lying north of Regional Road No. 27, Township of Wainfleet, being all of PIN 64002-0003 (LT) be sold to Mark Watt for a consideration of Sixteen Thousand Dollars (\$16,000.00);

4. **THAT** the road allowance between Lots 39 & 40, Concession 7, lying north of Regional Road No. 27, Township of Wainfleet, being all of PIN 64002-0003 (LT) shall merge in title with the adjoining lands owned by Mark Watt described as PIN 64002-0006 (LT), Part Lot 40, Concession 7, as in RO466436, Township of Wainfleet.
5. **THAT** this By-law shall be registered on title to the road allowance described in PIN 64002-0003 (LT) in Land Registry Office No. 59;
6. **THAT** the Mayor and/or the Clerk are authorized to execute whatever further documents are required to effect the closure and sale of the road allowance as authorized by this By-law.
7. **THAT** authorization is granted to legal counsel for the Township of Wainfleet to make any necessary revisions to the legal description of the road allowance to effect the registration of this By-law on title.
8. **THAT** this By-law shall come into effect on its passing.

BY-LAW READ AND PASSED THIS 16TH DAY OF NOVEMBER, 2021

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. 038-2021

Being a by-law to appoint a Municipal By-law Enforcement Officer for the Corporation of the Township of Wainfleet.

WHEREAS authority is granted pursuant to Section 15 of the *Police Services Act, R.S.O. 1990, Chapter P.15*, as amended, to municipal councils to appoint persons to enforce the by-laws of the municipality who shall be peace officers for the purpose of enforcing municipal by-laws;

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

1. **THAT** Lindsay Earl is hereby appointed as Municipal By-law Enforcement Officer for the Corporation of the Township of Wainfleet.
2. **THAT** the said Municipal By-law Enforcement Officer shall be responsible for the enforcement of all by-laws passed by the Council of the Corporation of the Township of Wainfleet.
3. **THAT** this by-law shall come into force and take effect on the date of the final passing thereof.

BY-LAW READ AND PASSED THIS 16TH DAY OF NOVEMBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BYLAW NO. 039-2021

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

3.3 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 Public Property, 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.

3.4 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 26TH DAY OF OCTOBER, 2021

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 040-2021

Being a by-law to provide for drainage works in the
Township of Wainfleet in the Region of Niagara
(Chambers Corner Drain Extension)

WHEREAS the Council of the Township of Wainfleet has procured a report under section 4 of the Drainage Act for the Chambers Corner Drain Extension;

AND WHEREAS the report dated September 23, 2021, has been authored by B. Widner, P.Eng. of Spriet Associates London Limited and the attached report forms part of this by-law;

AND WHEREAS the estimated total cost of the drainage works is \$13,900;

AND WHEREAS \$13,900 is the amount to be contributed by the Township of Wainfleet for the drainage works;

AND WHEREAS the Council is of the opinion that drainage of the area is desirable;

NOW THEREFORE the Council of the Corporation of the Township of Wainfleet pursuant to the Drainage Act **HEREBY ENACTS AS FOLLOWS:**

1. The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report.
2. The Corporation of the Township of Wainfleet may borrow on the credit of the corporation the amount of \$13,900, being the amount necessary for the improvement of the drainage works. This project will not be debentured.
3. This By-law comes into force on the passing thereof and may be cited at the "Chambers Corner Drain Extension By-law".

BY-LAW READ A FIRST TIME THIS 16TH DAY OF NOVEMBER, 2021.

BY-LAW READ A SECOND TIME THIS 16TH DAY OF NOVEMBER, 2021.

PROVISIONALLY ADOPTED THIS 16TH DAY OF NOVEMBER, 2021

K. Gibson, Mayor

M. Ciuffetelli, DEPUTY CLERK

BY-LAW READ A THIRD TIME AND FINALLY ENACTED THIS _____ DAY OF

_____.

K. Gibson, Mayor

M. Ciuffetelli, DEPUTY CLERK

I, Meredith Ciuffetelli, Deputy Clerk of the Corporation of the Township of Wainfleet certify that the above By-law was duly passed by the Council of the Corporation and is a true copy thereof.

M. Ciuffetelli, DEPUTY CLERK

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BYLAW NO. 041-2021

Being a bylaw to prohibit the obstruction, encumbering, injuring or fouling of Township Roads.

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

AND WHEREAS sections 11 and 27 of the *Municipal Act, 2001* provide that a lower-tier municipality may pass by-laws respecting highways under its jurisdiction;

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

AND WHEREAS section 426 of the *Municipal Act, 2001* provides that no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under a by-law enacted under the statute;

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 444 of the *Municipal Act, 2001* permits a municipality, if satisfied that a contravention of a by-law of the municipality passed under the statute has occurred, to make an order requiring the person who contravened the by-law or who caused or permitted the contravention to discontinue the contravening activity;

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

AND WHEREAS the Council of the Corporation of the Township of Wainfleet considers it necessary and desirable to enact this by-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WAINFLEET ENACTS AS FOLLOWS:

1. SHORT TITLE

1.1. This By-law shall be known as the "Fouling of Roads 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.

“By-law” means this Fouling of Roads By-law.

“Company” means any corporate or legal entity that is not an Individual and includes but is not limited to a company, corporation, cooperative, partnership, firm, sole proprietorship, association, society and/or, organization.

“Council” means Council of the Township.

“Deposit” means to place, throw, spill, dump or otherwise cause or permit Material to be situated on a Road by any means whatsoever and, without limiting the generality of the foregoing, includes any Material that is moved, transported, carried or brought by any Person, animal, Vehicle, equipment, appurtenance or other conveyance and that becomes loose, detaches, blows, spills or falls on any Road.

“Foul” means to Deposit any Material on a Township Road.

“Individual” means a natural person.

“Material” means any substance or material of any nature or kind whatsoever and, without limiting the generality of the foregoing, includes any dirt, filth, soil, mud, gravel, sand, clay, lime, fertilizer, manure, snow, ice, glass, metal, paper, hay, straw, coal, animal carcass, liquid waste, refuse or other matter.

“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.

“Operations Manager” means the Operations Manager of the Township or his/her designate.

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

“Person” includes an Individual and a Company.

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

“Road” means a common and public highway and includes any street, bridge, trestle, viaduct or other structure forming part of a highway and includes the whole of the road allowance between the lateral property lines thereof.

“Sidewalk” means all parts of a Road as are set aside or improved for the use of pedestrians.

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

“Township Road” means a Road under the jurisdiction of the Township.

“Vehicle” includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine, bicycle, equipment and any vehicle drawn, propelled or driven by any kind of power, including muscular power.

3. APPLICATION

3.1. This By-law shall apply to all Township Roads and Sidewalks.

4. PROHIBITIONS

4.1. Without the prior written consent of Council or unless otherwise authorized by the provisions of a by-law of the Township, no Person shall:

- (a) Foul, obstruct, encumber or injure, or cause or permit to be Fouled, obstructed, encumbered or injured, any Township Road or any drain, ditch, or culvert thereupon.
- (b) Erect, install, place or maintain, or cause or permit to be erected, installed, placed or maintained, any pole, post, fence, hedge, awning, canopy, marquee, porch, doorstep, vehicle approach ramp, sidewalk, driveway, structure, firewood, material or other thing, either wholly or partly upon, in, under or over a Township Road.
- (c) Hang or maintain, or cause or permit to be hung or maintained, any gate, door or other thing in such a manner as to allow it to swing over any part of a Township Road.
- (d) Place or expose, or cause or permit to be placed or exposed, any merchandise or other articles of any kind upon a Township Road outside of a building so that the same shall project over any part of a Township Road; provided that this paragraph shall not prevent the use of a part of a Sidewalk for not more than one (1) hour at any one (1) time for the taking in, or delivery of merchandise or other articles, provided that sufficient space is left unencumbered for the use of pedestrians and that the merchandise or articles are removed therefrom without unnecessary delay.

4.2. The Owner of any Property at or upon which any activity is undertaken that involves or requires the passage of Persons, animals, Vehicles, equipment, appurtenances or other conveyances to or from the Property and any other location within or outside the Township shall not:

- (a) Transport, drive, guide or operate any such animals, Vehicles, equipment, appurtenances or other conveyance in a manner that Fouls, obstructs, encumbers or otherwise injures a Township Road or Sidewalk; and/or

- (b) Cause or permit any such animals, Vehicles, equipment, appurtenances or other conveyances to be transported, driven, guided or operated in a manner that Fouls, obstructs, encumbers or otherwise injures a Township Road or Sidewalk.

5. ADMINISTRATION AND ENFORCEMENT

- 5.1. For the purposes of enforcing this By-law, the Operations Manager 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*").
- 5.2. Where the Owner of a Property erects, installs, places, maintains or causes or permits to be erected, installed, placed or maintained any pole, post, fence, hedge, awning, canopy, marquee, porch, doorstep, vehicle approach ramp, sidewalk, driveway, structure, firewood, material or other thing wholly or partly upon, in, under or over a Township Road or hangs or maintains or causes or permits to be hung or maintained any gate, door or other thing in such a manner as to allow it to swing over any part of a Township Road, the Township may issue an Order requiring the Owner to remove or cause the removal of the obstruction or encumbrance forthwith.
- 5.3. An Order made under section 5.2 of this By-law shall prescribe the time period for complying with the Order. Where the Owner fails to comply with an Order within the time period specified for compliance, the Township may remove the obstruction or encumbrance at the expense of the Owner. The amount of such expense shall be paid to the Township by the Owner of the Property forthwith upon demand.
- 5.4. Where a Township Road is Fouled by reason of the passage of Persons, animals, Vehicles, equipment, appurtenances or other conveyances to or from a Property, the Owner of the Property shall forthwith remove or cause to be removed the Deposit and shall remedy the Fouling to the satisfaction of the Township.
- 5.5. Where a Township Road is obstructed, encumbered or otherwise injured by reason of the passage of Persons, animals, Vehicles, equipment, appurtenances or other conveyances to or from a Property, the Owner of the Property shall forthwith remove or cause to be removed the obstruction or encumbrance shall remedy the injury to the satisfaction of the Township.
- 5.6. Where the Owner of a Property fails to forthwith remove or cause to be removed any Fouling, Deposit, obstruction or encumbrance or fails to forthwith correct an injury to a Township Road, the Township may, without notice, carry out any work necessary to remove the Fouling, Deposit, obstruction or encumbrance, to correct the injury to the Township Road and/or to restore the Township Road to its normal condition, at the expense of the Owner. The amount of such expense shall be paid to the Township by the Owner forthwith upon demand.

-
- 5.7. No Person shall hinder or obstruct, or attempt to hinder or obstruct, the Operations Manager, an Officer, or any other employee or agent authorized to carry out work for the Township from carrying out inspections of land or conducting any other duties required to give effect to this by-law, including the carrying out of work that may be required to remedy or correct a Township Road that has been Fouled, obstructed, encumbered or otherwise injured.

6. PENALTIES

- 6.1. 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*.
- 6.2. An Officer may issue an Administrative Monetary Penalty notice immediately upon evidence of a violation of this By-law to the Owner of a Property in accordance with Township By-law No. 027-2019, as amended, Being a By-law to Establish an Administrative Monetary Penalty System for Non-Parking Related Offences.
- 6.3. The Administrative Monetary Penalties for failures to comply with this By-law are set out in Schedule "A", which is attached hereto and forms part of this By-law.
- 6.4. Where a contravention of a provision of this By-law or an Order is committed on or continues for more than one (1) day, the Person committing the contravention is liable to be convicted for a separate offence for each day that the contravention is committed or continued. For greater certainty, in the case of an Order, a contravention continues for every day or part of a day past the date set out in the Order by which the work must be completed or action taken as the case may be.

7. GENERAL

- 7.1. If any part or 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 to be inoperative in particular circumstances, this balance of the By-law, and/or its application in other circumstances, shall not be affected and shall remain in full force and effect.
- 7.2. 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.
- 7.3. Any reference to legislation in this By-law includes the legislation referred to and any amendments, replacement, subsequent enactment or consolidation of such legislation.
- 7.4. This By-law shall come into force and take effect upon the date of its passage by Council.

BY-LAW READ AND PASSED THIS 16TH DAY OF NOVEMBER, 2021

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

SCHEDULE "A" TO BY-LAW NO. 584-1978

Section	Short Form Wording	Penalty
4.1 (a)	Foul, obstruct, encumber or injure, or cause or permit to be fouled, obstructed, encumbered or injured any Township Road or drain, ditch or culvert	\$500.00
4.1 (b)	Erect, install, place or maintain, or cause or permit the erection, installation, placing or maintaining of a pole, post, fence, hedge, awning, canopy, marquee, porch, doorstep, vehicle approach ramp, sidewalk, driveway, structure, firewood, material or thing, wholly or partly upon, in, under, or over a Township Road	\$500.00
4.1 (c)	Cause or permit the hanging or maintaining of any gate, door, or other thing in such a manner as to allow it to swing over any part of a Township Road	\$250.00
4.1 (d)	Place or expose, or cause or permit to be placed or exposed, any merchandise or articles of any kind upon a Township road outside a building so that the same shall project over any part of a sidewalk for more than 1 hour at a time for the taking in or delivery of merchandise or other articles.	\$250.00
4.2 (a)	Owner of Property at which activity is undertaken requiring the passage of Persons, animals, Vehicles, equipment, appurtenances or conveyances to or from the property Transports, drives, guides or operates such animals, Vehicles, equipment, appurtenances or conveyances in a manner that Fouls, obstructs, encumbers or otherwise injures a Township Road (or Sidewalk)	\$500.00
4.2 (b)	Owner of Property at which activity is undertaken requiring the passage of Persons, animals, Vehicles, equipment, appurtenances or conveyances to or from the property causes or permits to be caused such animals, Vehicles, equipment appurtenances or conveyances to be transported, driven, guided or operated in a manner that Fouls, obstructs, encumbers or otherwise injures a Township Road (or Sidewalk)	\$500.00
5.2	Fail to comply with an Order	\$750.00
5.7	Hinder or obstruct, or attempt to hinder or obstruct, Operations Manager, Officer or any other employee or agent authorized to carry out work for the Township	\$750.00

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. 042-2021

Being a By-law to amend By-law No. 027-2019,
being a By-law to establish an administrative
monetary penalty system for non-parking related
offences

WHEREAS the Council of the Township of Wainfleet enacted By-law No. 027-2019 to establish an administrative monetary penalty system for non-parking related offences;

AND WHEREAS the Council of the Township of Wainfleet deems it necessary and appropriate to amend By-law No. 027-2019 to provide for enforcement of said By-law via Administrative Monetary Penalties;

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

- 1) **THAT** Schedule "A" of By-law No. 027-2019 be amended to read as follows:

Designated By-law	By-law Number
Animals at Large	008-2018
Building	027-2012
Clean Yards	1275-92-073-2019
Discharge of Firearms	025-2013
Dog Control	014-2016
Entry onto Adjoining Lands	027-2011
Exotic Animal	011-2018
Fence	019-2005
Fireworks	021-2007
Fouling of Roads	203-1962 584-78-042 041-2021
Medical Marijuana Facilities	057-2017
Noise	042-2018
Open Air Burning	027-2009
Property Standards	059-2000
Public Nuisance	022-2009

- 2) **AND THAT** this By-law shall come into force and take effect on the date of final passage thereof.

BY-LAW READ AND PASSED THIS 16TH DAY OF NOVEMBER, 20121.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 043-2021

Being a by-law to adopt, ratify and confirm the proceedings of the Council of the Corporation of the Township of Wainfleet at its meeting held November 16, 2021.

WHEREAS Subsection 5 (1) of the *Municipal Act, 2001*, S.O. 2001, Chapter M.25, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

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

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

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

1. (a) The actions of the Council at its meeting held November 16, 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 16th DAY OF NOVEMBER, 2021

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK