



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

DECEMBER 7, 2021 – 6:30 P.M.

COUNCIL CHAMBERS

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

C25/21

1. Call to Order

2. Closed Meeting

- a) 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 (A matter regarding facility usage)

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 November 16, 2021

- b) Minutes of the special meeting of Council held December 3, 2021

10. Delegations

- a) Carolyn Ryall, Director, Transportation Services Division, and Beth Brens, Acting Associate Director, Financial Reporting & Analysis Re: Vision Zero Road Safety Program
- i. PWSR-025/2021 Re: Amending Agreement to the Niagara Region Courts Inter-Municipal Agreement – Vision Zero Program

b) Shen Sivananthan Re: Request for extension to move internet tower on Township road allowance

c) Tim McAvoy & Elaine McAvoy Re: Concerns for request for extension to remove internet tower assembly from Wainfleet Road Allowance adjacent to 10201 Camelot Dr.

d) Laurie Dayboll Re: Consideration of By-law No. 044-2021 and request that Council respect the Official Plan policy

11. Staff Reports & Recommendations

a) Administrative Staff Reports

- i. ASR-035/2021 Re: COVID-19 Impact Report
- ii. ASR-036/2021 Re: Write off of Property Tax for the Taxation Years 2010-2021
- iii. ASR-037/2021 Re: Write off of Property Tax for the Taxation Years 2011-2021

b) Drainage Staff Reports

- i. DSR-017/ 2021 Re: Consolidated South Wainfleet Drain #13
- ii. DSR-017/ 2021 Re: Casey Drain and Casey Drain North Extension

c) Fire Staff Reports

- i. FSR-014/2021 Re: Request for Proposal for Project Management services for the construction of Wainfleet Fire & Emergency Services Central Station

d) Planning Staff Reports

- i. PSR-012/2021 Re: Update on the Disposal of the Abandoned Rail Corridor
- ii. PSR-013/2021 Re: Condominium Agreement and Final Approval of Draft Plan of Condominium P01/2014W (Lakewood Beach Properties Ltd.)

e) Public Works Staff Reports

- i. PWSR-024/2021 Re: Amendment to Traffic By-law 010-2018

12. Review of Correspondence

- a) C-342-2021 – Ted Harvey, SPR Re: Invitation to petition for more truck parking on Ontario Highways to Aid Commerce, Public Safety and Community Well-being
- b) C-348-2021 – Lakeshore B2C, Internet Service Advocacy Group (Request for Council to advocate to SWIFT respecting gaps in internet service)

13. By-laws

- a) By-law No.040-2021 being a by-law to provide drainage works in the Township of Wainfleet in the Region of Niagara (Chambers Corner Drain Extension) (Third Reading)
- b) By-law No. 043-2021 being a by-law to authorize the transfer by the Corporation of the township of Wainfleet in favour of applicants for the abandoned rail corridor
- c) By-law No. 044-2021 being a by-law to close and convey part of a Public Road being the road allowance between the Township of Wainfleet and Township of Moulton, Designated as Part 1 and Part 2, 59R-17110 Township of Wainfleet
- d) By-law No. 045-2021 being a by-law to amend By-law 042-2010 being a by-law to adopt municipal and private road names in the Township of Wainfleet
- e) By-law No. 046-2021 being a by-law to authorize the entering into of a Condominium Agreement with Lakewood Beach Properties Ltd.
- f) By-law No. 047-2021 being a by-law to amend By-law No. 010-2018 being a by-law to regulate traffic and parking on Township roads.

14. Notices of Motion

15. Closed Meeting

16. Rise & Report

17. By-law to Confirm the Proceedings of Council

- a) By-law No. 048-2021 being a by-law to adopt, ratify and confirm the actions of the Council at its meeting held on the 7th day of December, 2021

18. Adjournment



THE COROPORATION OF THE TOWNSHIP OF WAINFLEET

REGULAR MEETING OF COUNCIL MINUTES

NOVEMBER 16, 2021 – 6:30 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
	L. Gudgeon	Manager of Human Resources
	M. Jemison	Drainage Superintendent
	M. Luey	Mgr. of Corporate Services/Treasurer
	R. Nan	Manager of Operations

C23/21

1. Call to Order

Mayor Gibson called the meeting to order at 6:30 p.m.

2. Closed Meeting

Resolution No. C-2021-247

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“THAT Council now move into closed session to discuss:

- 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)
- 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)
- Item under Section 239(2)(d) of the *Municipal Act, 2001*, labour relations or employee negotiations – 1 item (A negotiation Matter)
- Minutes of the closed meeting of Council scheduled October 26, 2021

CARRIED

3. Rise & Report

The Deputy Clerk reported that the meeting was called to order in open session at 6:30 p.m. with a motion passed to enter into closed session.

In closed session Council received information and provided direction to staff with respect to a property acquisition matter and a negotiation matter. Discussion was had with respect to the appointment of a Deputy Mayor for 2022 with direction for a motion to be presented in open session for ratification.

Resolution No. C-2021-248

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“THAT Council appoint Councillor MacLellan to act as Deputy Mayor for the year 2022.”

CARRIED

4. National Anthem

5. 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.

6. Disclosures of Interest and the General Nature Thereof

None.

7. Mayor's Announcements & Remarks

Mayor Gibson provided the following remarks:

- Over 800 people, including myself, attended the Wainfleet Christmas Vendor Market this past weekend! The market runs on four consecutive Sundays from November 14- December 5 and features a wider range of vendors and artisans selling their products. The event is also serving double duty being a food drive and toy collection drop-off point.
- Niagara Region Council will hold its next regular meeting on November 18th at 6:30 p.m.
- Wainfleet Council will hold a special meeting December 3rd at 9:00 a.m. for training purposes and its next regular meeting is scheduled for December 7 at 7:00 p.m.

8. Councillor's Announcements & Remarks

Councillor MacLellan corrected information he provided at a previous meeting of Council with respect to short term rentals in Collingwood.

Councillor Cridland provided the following remarks:

- I attended the Niagara Regional Transportation Steering Committee where an update on current projects was provided.
- Niagara Peninsula Conservation Authority (NPCA) Board Highlights are included in the Council Information Package on the Township's website and the public is encouraged
- The NPCA is seeking applications for its Restoration and Water Well Decommissioning grant programs for projects in 2022.
- The NPCA Board will meet virtually November 19, 2021 at 9:30 a.m.

9. Adoption of Previous Council Minutes

Resolution No. C-2021-249

Moved by Councillor Van Vliet

Seconded by Councillor Gilmore

"**THAT** the minutes of the regular meeting of Council held October 26, be adopted as circulated."

CARRIED

10. Delegations

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

Resolution No. C-2021-250

Moved by Councillor MacLellan

Seconded by Councillor Cridland

"**THAT** the delegation presentation by the Niagara Region respecting Niagara Region Capital projects be received for information."

CARRIED

11. Staff Reports & Recommendations

a) Administrative Staff Reports

- i. ASR-030/2021 Re: 2022 Borrowing for Current Expenditures

Resolution No. C-2021-251

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

"**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.”

CARRIED

- ii. ASR-031/2021 Re: 2022 Interim Tax Levy By-law

Resolution No. C-2021-252

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

“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.”

CARRIED

- iii. ASR-032/2021 Re: Enbridge Gas Franchise Agreement

Resolution No. C-2021-253

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“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*.”

CARRIED

- iv. ASR-033/2021 Re: COVID-19 Impact Report

Resolution No. C-2021-254

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“THAT Administrative Staff Report ASR-033/2021 respecting COVID-19 Impact Report be received as information.”

CARRIED

- v. Memorandum: Council Request for Additional Information – Draft Election Sign By-law

Resolution No. C-2021-255

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“THAT the memorandum from the Deputy Clerk respecting Council Request for Additional Information – Draft Election Sign By-law be received as information.”

CARRIED

- vi. Memorandum: Municipal Grant & Donations

Resolution No. C-2021-256

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“THAT the memorandum from the Treasurer respecting Municipal Grants and Donations be received; and

THAT staff be directed to not open the application process as has been done in previous years; and

THAT funds attributable to stream one be submitted as part of the 2022 budget deliberations; and

THAT staff be directed to increase the Council Grant and Donation budget line to handle additional grant/donation requests in 2022.”

CARRIED

- vii. ASR-034/2021 Re: Update to Fouling of Roads By-law

Resolution No. C-2021-257

Moved by Councillor MacLellan

Seconded by Councillor Cridland

“THAT Administrative Staff Report ASR-034/2021 respecting Update on Fouling of Roads By-law be received; and

THAT the penalties associated of contravention of 4.2 of the by-law be amended to include an escalating penalty structure commencing with \$500.00 for 1st offence and incrementing penalties by \$500.00 for each subsequent offence to a maximum of \$2,500.00.”

CARRIED

b) By-law Enforcement Staff Reports

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

Resolution No. C-2021-258

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

“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.”

CARRIED

c) Drainage Staff Reports

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

Resolution No. C-2021-259

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

“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 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*."

CARRIED

d) Fire Staff Reports

- i. FSR-012/2021 Re: Fire & Emergency Services Review (Q2 & Q3)

Resolution No. C-2021-260

Moved by Councillor Cridland

Seconded by Councillor MacLellan

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

CARRIED

- ii. FSR-013/2021 Re: Automatic Aid Agreement (Port Colborne/Wainfleet)

Resolution No. C-2021-261

Moved by Councillor Cridland

Seconded by Councillor MacLellan

"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."

CARRIED

e) Public Works Staff Reports

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

Resolution No. C-2021-262

Moved by Councillor Van Vliet

Seconded by Councillor MacLellan

“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.”

CARRIED

12. Review of Correspondence

- a) C-340-2021

Resolution No. C-2021-263

Moved by Councillor Cridland

Seconded by Councillor Van Vliet

“THAT Correspondence item No. C-340-2021 from the Lake of Bays respecting a resolution requesting support for Federal and Provincial funding of rural infrastructure projects be received and supported; and

THAT a copy be circulated to Ontario municipalities.”

CARRIED

13. By-laws

Resolution No. C-2021-264

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

“THAT the following by-laws be read and passed this 16th day of November, 2021:

- 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. 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
- d) By-law No. 038-2021 being a by-law to appoint a Municipal By-law Enforcement Officer
- e) By-law No. 039-2021 being a by-law to regulate the erection of signs for Federal, Provincial, Regional and Municipal elections
- f) By-law No. 041-2021 as amended being a by-law to prohibit the obstruction, encumbering, injuring or fouling of Township Road
- g) 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.

CARRIED

Resolution No. C-2021-265

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“**THAT** the following by-laws be given a first and second reading this 16th day of November, 2021:

- a) 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.
- b) 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)

CARRIED

14. Notices of Motion

None.

15. Closed Meeting

None.

16. Rise & Report

None.

17. By-law to Confirm the Proceedings of Council

Resolution No. C-2021-266

Moved by Councillor Gilmore

Seconded by Councillor Van Vliet

“**THAT** 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 be read and passed this 16th day of November, 2021

CARRIED

2. Adjournment

There being no further business, the meeting was adjourned at 9:05 p.m.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK



THE COROPORATION OF THE TOWNSHIP OF WAINFLEET

SPECIAL MEETING OF COUNCIL MINUTES

DECEMBER 3, 2021 – 6:30 P.M.

COUNCIL CHAMBERS

PRESENT:	K. Gibson	Mayor
	D. Cridland	Councillor
	J. MacLellan	Councillor (Arrived at 10:08 a.m.)
	S. Van Vliet	Councillor
REGRETS:	T. Gilmore	Councillor
STAFF PRESENT:	W. Kolasa	Chief Administrative Officer
	M. Ciuffetelli	Deputy Clerk

C24/21

- 1. Call to Order**
Mayor Gibson called the meeting to order at 9:03 a.m.
- 2. Land Acknowledgement Statement**
Mayor Gibson acknowledged that the land on which we gather is the traditional territory of Anishinaabeg and Haudenosaunee Peoples, acknowledging the One Bowl and Spoon Treaty.
- 3. Disclosure of Pecuniary Interest and the General Nature Thereof**
None.
- 4. Reports**
Council received an Education Session from Amberley Gavel Ltd. (Mr. Nigel Bellchamber & Mr. Fred Dean) respecting Successful Municipal Leadership.
- 5. Closed Meeting**
None.
- 6. Rise & Report**
None.
- 7. Adjournment of Meeting**
The meeting was adjourned at 11:43 a.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 RYALL & BETH BRENS</u>	
Address: <u>1815 SIR ISAAC BROCK WAY THORNHILL L2V 4T7</u>	
Telephone: <u>905 980 6000</u>	E-mail: <u>CAROLYN.RYALL@niagararegion.ca</u>
Date of Meeting: <u>NOV 16 / 21</u> <u>BETH.BRENS@niagararegion.ca</u>	

Subject Matter to be Discussed:	<u>VISION ZERO</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

Vision Zero Road Safety Update

Carolyn Ryall, Director, Transportation Services Division

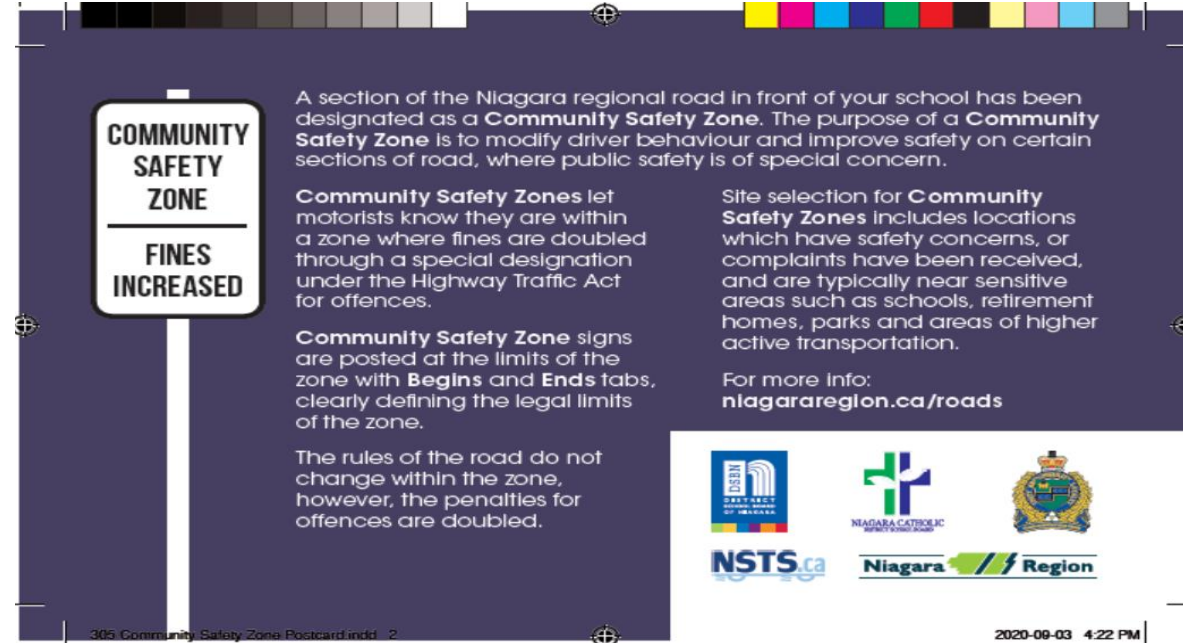
Beth Brens, Acting Associate Director, Financial Reporting and Analysis

Agenda

- Vision Zero Road Safety Program Overview
- Courts Inter-municipal Agreement (IMA)
 - Vision Zero Terms
 - Financial Overview
- Next Steps for Launch

Vision Zero Road Safety Program Overview

Community Safety Zones (CSZs)



- To modify driver behaviour and improve safety on certain sections of road, particularly vulnerable road users like children and seniors
- Implemented at thirteen (13) locations in Niagara Region since September 2019, under Bill 26 - An Act to promote public safety

Automated Speed Enforcement (ASE)

- ASE Launched in December 2019 by the Province
- Four (4) ASE units will be rotated among the thirteen (13) Approved Community Safety Zones
- Revenues collected under any Municipal ASE program are to be used to support local public safety and educational initiatives



Benefits of ASE:

- Increase safety
- Reduce speed
- Positive change in driver behaviour
- Free up police resources
- Increase driver awareness



ASE in Ontario Municipalities

Currently

Municipality	Cameras	Charge Volumes
Toronto	50	280,000
Ottawa	8	90,000
Durham	4	50,000
Brampton	50	30,000
Peel	1	5,000
Hamilton	2	21,000
York	1	15,000
Mississauga	2	15,000
Waterloo	1	5,000
Pickering	2	5,000
London	2	6,000
Total	123	522,000

In process

Municipality	Cameras ordered
Mississauga	15
Ottawa	20
Oakville	14
Hamilton	8

Red Light Camera (RLCs)

- Introduced in the Province in 2000, since then the cameras are proven to reduce right angle collisions by 25%
- The cameras are proven to be an effective means to reduce the incidences of red light infractions making streets safer for all users
- Ten (10) RLCs will be implemented across Niagara Region



Other Vision Zero Initiatives

- Extension of Program:
 - Strategically expanding automated enforcement (ASE & RLC)
 - Intersection Improvements
 - Geometrics/Roads
 - Signage and Pavement Markings
 - Mid-block Crossings (PXOs)
 - Street Lighting
 - Complete Street
 - Traffic Calming
 - Public outreach/education platforms



Proposed Revisions to the Niagara Region Courts Inter-Municipal Agreement (IMA)

Why We are Here Today

- Seeking unanimous support from all 12 LAM Councils for changes to the Niagara Region Courts Inter-Municipal Agreement to:
 - Recognize the Vision Zero Road Safety Initiative
 - To include that the Region will lead the implementation, operation, oversight and ensure legislative compliance of the Vision Zero Initiative as a traffic safety initiative in the Region
 - Allow for funds, net of court program costs, related to the Vision Zero Initiative to cover the upfront and annual investment by the Region for the implementation, operation, oversight, legislative compliance
 - Any revenue above this to be split 50/50 among the Region & LAMs targeting road safety initiatives

Why We are Here Today Cont'd

- Current agreement does not identify Vision Zero
- Current agreement does not contemplate the Province's guidelines for Automated Enforcement
- Risk of Implementation assumed by Region
- Opportunities Underway by Region

Financial Overview

- Total Cost of the Program
- Impact on the Tax Levy
- Risks/Opportunities

Financial Costs – 2020 Operating Business Case

Based on First Full Year of Operation

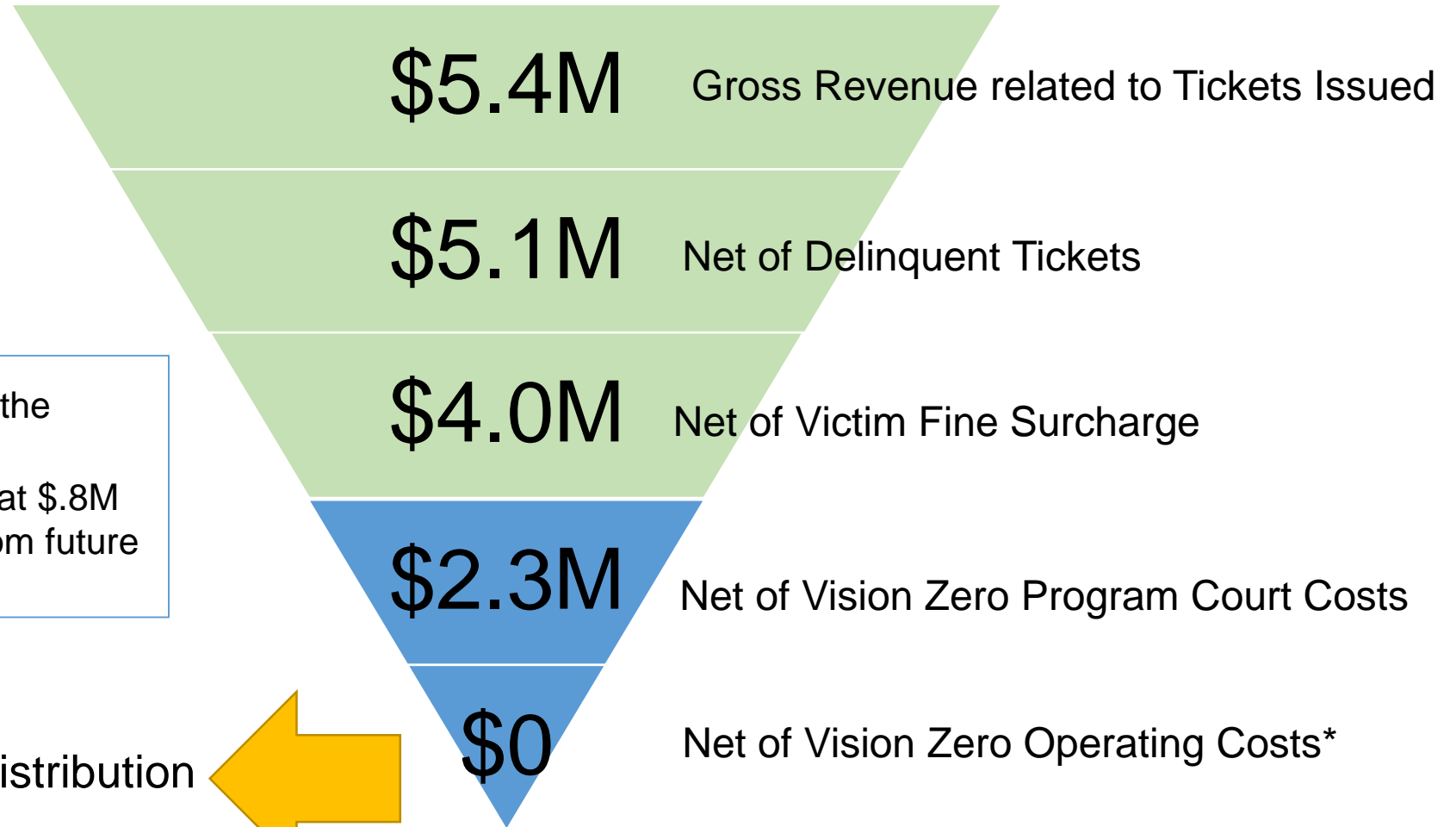
<i>in millions</i>	Estimated Revenue (Expense)
Revenue	5.40
Less: Delinquent Fines	(0.30)
Less: VFS	(1.10)
VZ Revenue	4.00
Less: Courts VZ Program Costs	(1.70)
Net Revenue after Courts VZ Program Costs	2.30
Less: Regional VZ Costs*	(2.30)
Net Revenue	-

*Includes Transportation & Business Licensing

Assumptions	Red Light Cameras	Automated Speed Enforcement	Total
# of Cameras	10	4	14
# of Charges annually to breakeven	5,000	27,507	32,507

Total Costs estimated to be \$4M in the First Full Year of Operations

First Full Year – Operating Breakeven of 32,500 Tickets Issued



*in addition to operating costs the Region estimates Vision Zero implementation (capital) costs at \$.8M which will need to be repaid from future years VZ revenue

No funds remaining for distribution

Risks & Opportunities

- Risks

- Unknowns around number of tickets that will be issued, challenged and/or not paid (requiring collection efforts)
- Court trial time capacity
- If less ticket revenue collected than expenditures incurred
 - Regional funding to be used to offset in year and repaid from future years VZ net revenue prior to future years VZ revenue distribution
 - No impact to LAM non-VZ revenue distribution

- Opportunities

- Improves Road Safety
- Regional staff will phase court services staffing levels based on ticket volume experience
- If more ticket revenue collected than expenditures incurred
 - Net VZ revenue will be distributed based on assessment - 50% to Region/50% to LAMs

Next Steps

- LAM Council Approvals for revisions to Amending IMA
 - December 2021 – January 2022
- Regional Council update on finalized amending IMA (pending approval by all LAMS) – February 2022
- Regional Council update on execution of vendor agreements (pending approval and execution of amending IMA by all LAMS) – February / March 2022
- Go Live – Q2 2022

Questions?



TOWNSHIP OF WAINFLEET
DELEGATION REQUEST FORM

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

Name: Shen Sivananthan	
Address: 10187 Lakeshore Road W	
Telephone: 416-454-9296	E-mail: shen@clearbanc.com

Date of Meeting: **December 7, 2021**

Subject Matter to be Discussed:	Reference to delegation on Oct 5 - encroachment of internet tower on township road allowance
Action Requested:	Request for extension to move tower, requesting spring 2022 (April 30)

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

November 26, 2021

Date

Nov 26, 2021

Dear Council,

I'm writing this letter in reference to my delegation on October 5th, regarding the internet tower that was inadvertently placed on the township road allowance. As you may recall, at the council meeting, I revoked my request and confirmed that I would move the tower as it is a disruption to the community/neighbours and also in direct violation of township by-laws. I was graciously granted 6 weeks from the date of the council meeting to have the tower moved to my property.

I was in touch with the contractor that installed the tower and unfortunately he has been unable to execute the work as he has been in Nunavut working on a police contract. Upon his return in early November, he mentioned that he is completely booked up and would not be able to do the work until the spring. I reached out to another contractor who said that he would be able to install another tower, but would not be able to remove the existing one in question - which wouldn't solve the issue.

Given that we are going into the holiday/winter season, the likelihood of securing another contractor has been low and so my request is an extension until April 30 (once the ground thaws) to move the tower. As you can imagine, this is a substantial unforeseen cost that I will have to incur, however I am completely willing and able to do so - I'm simply restricted by resources to actually perform the work. If you could be so kind as to either refer me to someone that can complete the work at a reasonable price, or allow me to work with the contractor who initially installed it and have it removed in the spring, it would be greatly appreciated. The original contractor is great, has secured the tower well and has even expressed that he would work with me on price to have the tower moved the 6 feet required.

Thanks very much for your consideration.

Shen and Lauren Sivananthan
416-454-9296



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:	
Address:	
Telephone:	E-mail:

Date of Meeting: _____

Subject Matter to be Discussed:	
Action Requested:	

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

December 3, 2021

Date

December 3, 2022

Mayor & Council of Wainfleet

On behalf of our mother, my sister Mary Barchiesi, first spoke before council on October 5th. Unfortunately, she was unable to attend tonight but she has done a fair bit of research on the tower issue. While I don't intend to review it all, others have gone out of their way to assist so she provided the following attachments:

- 1) Letters from neighbouring Residents
- 2) Copy of an email from Professional Antenna Ltd.

The first is self-evident and we thank our neighbours for their involvement. The second item was in response to my sister's question on the safety of the structure. You can see his answer but, at the same time, the owner of the firm, who is an approved contractor of NWIC, told her that his firm was available for removals and/or re-installations throughout the winter. We thought we would pass this information along in the event that his services would be helpful.

There are really two points I would like to make. The second deals with the present situation, but first I would like to address future plans. The road allowance in question is unusual in that it does not run at right angle to the lake. In fact, all the property lines in that area run so sharply on angles that it is difficult to know where one starts, and others finish. No doubt this led to the current circumstances so instead of a haphazard approach, perhaps a proper plan could be mapped out, in association with the appropriate parties, and shared with local residents if fitting. Items to consider:

- Professional land survey to determine the property lines
- Consultation with the Niagara Peninsula Conservation Authority who has much to say on new builds regardless of who owns the land
- If incorrect I apologize, but I have seen sources stating that towers above 60 feet fall into a different category. This should be checked with the various levels of government including the municipality.
- Engineering and safety certificates where appropriate
- Addressing health concerns surrounding the signal transfer methods.
- Explore potential placement options and perhaps a faux tree tower similar to those used in Ontario Parks.

To the present. We find the situation a little awkward as we don't want neighbour relations to sour. Frankly, we are disappointed with the lack of progress, but the ultimate outcome is most important. We do have an immediate concern, however. We all know the high winds we have been experiencing along the lake. The engineering of tower and base are unknown to us and, as it is higher than the 60 foot width of the road allowance, my mother's property, if not the house, is within reach if it were to fail. That would argue for removal sooner, rather than later.

Thank you to the Mayor and Council for receiving our concerns.

Tim McAvoy
905-732-8228

Fwd: Tylon titan drawings

2 messages

Daniel Ludwig <proantennadan@gmail.com>
To: Mary Barchiesi <mary.barchiesi@gmail.com>

Thu, Nov 25, 2021 at 10:14 AM

Hi Mary,

This is the 96 foot Tylon.

This is the 15000\$. I wouldnt put more than 1 antenna on this tower. It is not as strong as the ECONO.
I have seen a few of these topple in my day.

Regards,

Dan Ludwig
Professional Antenna Ltd.

----- Forwarded message -----

From: **Daniel Ludwig** <proantennadan@gmail.com>
Date: Mon., Nov. 8, 2021, 11:19 a.m.
Subject: Fwd: Tylon titan drawings
To: Aymar Gumbs <agumbs@harrisrebar.com>

----- Forwarded message -----

From: **chris.connolly** <chris.connolly@comspectsi.com>
Date: Fri., Nov. 5, 2021, 9:40 p.m.
Subject: Tylon titan drawings
To: Daniel Ludwig <proantennadan@gmail.com>

Here is the stock tower catalog.

It shows the foundations in there. I have also included a picture of the one we will be using. We will have to cut the legs of the section below to make stub legs for a 72' but we can do that.

Thank you

Chris Connolly

ComSpec Technical Services Inc.

www.ComSpecTSI.com

519-802-0739

3 attachments**Titan Foundation.PNG**
169K

Jim Likourezos & Costula Ladas
10219 Camelot Dr. Wainfleet, ON L3K5V4

Saturday, December 4, 2021

Township of Wainfleet
31940 Highway #3
Wainfleet, ON L0S 1V0

Sent Via Email to: Council@wainfleet.ca

Dear Mayor & Council:

We are unable to be present at the Council Meeting on December 7, 2021, so please consider this letter our formal objection to the Encroachment Application by Shen Sivananthan.

We have lived on Camelot Drive since 2012, and when we purchased our property, we were aware of the poor internet service. We have lobbied politicians for help, but in 10 years we have had to make adjustments and concessions, whether it be more days working in Toronto, or renting space in Port Colborne to do our work.

Recently, we decided that we needed a car garage as I have a disability that makes it difficult for me to clear snow. To build a garage, the Township of Wainfleet informed me that I needed clearance from the Niagara Peninsula Conservation Authority (NPCA) prior to approving the plans. Upon receiving my plans, the NPCA has asked us to submit a Geotechnical Report to determine that the garage will not have a negative impact on the slope prior to their approval. A cost of thousands and up to a six-month delay in construction. How is it that a solid structure like a garage requires engineering reports and an 80-to-100-foot antenna susceptible to area windstorms does not?

This structure was put up on a Wainfleet Road Allowance either purposely or by mistake. Mr. Sivananthan voluntarily offered to take down and re-locate the antenna on to his property, now he has changed his mind. Mr. Sivananthan needs to honor his word, and council needs to enforce the town law that prohibits any new encroachments after June 20, 2017. This is not an Encroachment Application to erect an antenna, this is an application, that says I didn't do my due diligence and I shouldn't have to pay any consequences.

J. Likourezos

Jim Likourezos

RE: Response: item 9 on Oct. 5, 2021 council agenda

To Whom It May Concern:

I am writing in response to item 9 on the October 5, 2021 Wainfleet Township council meeting agenda, Delegation of Shen Sivananthan. We are long-time residents of Camelot Drive, having lived there since 2002. We completely understand and empathize the plight of Mr. and Mrs. Sivananthan with respect to internet service. We have three school-age children, we both work remotely and operate a business. We have navigated pre-pandemic and throughout the entire pandemic with sub-optimal internet (extremely slow and intermittent service) that required us to purchase a property in another municipality to work (operate our business and during the pandemic, online school). For years, we have had to drive 20 minutes to use reliable internet service to participate in online meetings and complete our work.

Despite our understanding of this situation, we do not agree with the tower being placed on the township property for the following reasons:

1. This is public owned property. This would create a precedent that residents can use township property for their personal use. This issue has come to council in the past and personal use structures have not been permitted. This is a liability for the township and as taxpayers, we all incur the costs when issues arise.
2. Given my experience with the Niagara Peninsula Conservation Authority (NPCA), this structure and the construction (and future removal) impacts the natural landscape (tree and animal species that reside on the property) and as such, the NPCA should be involved in a decision about erecting such structures.

We wholeheartedly agree with Mr. Sivananthan's campaign to find a long-term solution to secure fast and reliable internet along this stretch of the lakeshore. We are highly motivated to participate in the generation of solutions to address this issue. We would ask the Township to convene a meeting or committee with residents and our MP Dean Allinson to discuss the rural internet projects currently underway and how we secure service along the lakeshore.

The topic of opening the road allowance has been discussed at previous council meetings and the rationale to keep this allowance closed has not changed. We would request that this item be removed from the plea so that we can focus on long-term internet solutions.

Respectfully,

Glenn Skrubbeltrang and Ashleigh Miatello
10245 Camelot Drive



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

Name:	
Address:	
Telephone:	E-mail:

Date of Meeting: _____

Subject Matter to be Discussed:	
Action Requested:	

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

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

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

If yes, specify:

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

If yes, specify:

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

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

Signature

Date

Laurie Dayboll
10128 Lakeshore Road
Wainfleet
905-736-1246
naturalhavens@sympatico.ca

Mayor Gibson and Council,

Thank you for the opportunity to speak with you this evening. You have a Bylaw on your agenda this evening which, when enacted, will allow a road allowance beach access point to be sold to an adjacent property owner, to satisfy an encroachment issue, and also enable the then property owner the opportunity to fortify their beach wall etc.

The Township of Wainfleet's Official Plan is very clear regarding the public ownership of Lake Erie waterfront lands. Section 2.5.6.1 states "It is a policy of the Township that publicly owned Lake Erie waterfront lands are to be maintained in public ownership including any concession road stubs." This policy has not been amended for 200 years.

In reviewing Haldimand County's report with respect to this sale, it is obvious that considerable work has been completed regarding this conveyance both by the Township Staff and by Haldimand County Staff, along with careful consideration by Council. (I was not able to find the Township's staff report)

It is my understanding that an Official Plan amendment would be required for this sale to occur. I respectfully request that the Township of Wainfleet follow the procedures required in this regard.

I attach documentation from 2012, of a similar situation, for your review.

Respectfully,



Laurie Dayboll

MEMORANDUM

FILE: D.10.M.21.12

DATE: June 6, 2012

TO: Integrated Community Planning Committee

FROM: Mary Lou Tanner, MCIP, RPP
Associate Director, Regional Policy Planning

SUBJECT: **Sale of Road Allowance in Context of new Wainfleet Official Plan**

This memo provides information requested by the Integrated Community Planning Committee regarding the delegation of Mr. Bearss and Ms. Dayboll. Staff was requested to put correspondence item **ICP-C 56-2012** in context of the New Wainfleet Official Plan (Adopted September 14, 2010), in accordance with the minutes.

On April 24th, 2012, Wainfleet Council passed **Resolution C-158-2012** to designate an unopened road allowance between Part of Lots 1 and 2, 1st Concession, which provides public access to Lake Erie, as Limited Marketability Lands which may be sold.

At the Township council meeting, local planning staff presented four (4) options for handling a potential sale of the unopened road allowance. The option approved by local council was Option #3 "Declare the subject land Limited Marketability Land". This option includes obtaining an appraisal of the lands and sending letters to abutting landowners which may want to purchase the property. This option was not supported by local planning staff on the basis of the conflict with in-effect and adopted official plan policies.

On May 16, 2012, Mr. Bearss and Ms. Dayboll presented ICP Committee with their concerns about the potential future sale of an unopened road allowance in the Township of Wainfleet between Part of Lots 1 and 2, 1st Concession. They felt that the sale of these lands was not consistent with the policies of the Township's in-effect and adopted official plans.

In-effect Official Plan:

- Section 3 Part 8 subsection (vii) - "To ensure adequate public access to Lake Erie, no further road closings will be permitted on road allowances leading to the water."

Adopted Official Plan:

- Vision statement - "Wainfleet residents and visitors enjoy its *natural environment* amenities, and appreciate the outdoor recreational activities it offers. Its diverse natural heritage system, wildlife, beaches and shoreline will be respected, protected and enhanced. Access, accessibility, and public amenities will be improved so that many will appreciate the Township's natural beauty.
- Section 2.5.6.1 - "It is a policy of the Township that publicly owned Lake Erie waterfront lands are to be maintained in public ownership including any concession road stubs.

- Section 3.9.10 - "In order to ensure public waterfront access, the Township will endeavour to not sell public lands, along the Lake Erie shoreline, that are being used for waterfront public access unless it facilitates a suitable alternative that provides for improved access."

Regional staff shares the opinion of the Township Planner that if publically owned, unopened road allowance along the Lake Erie shoreline is sold, the sale would conflict with the current in-effect and adopted Official Plan policies.

In addition, there are other policies and objectives of Regional Council that speak to the importance of preserving and enhancing public access to the Shorelines. For example, such a sale would conflict with Policy 7.A.5.1 of the Regional Policy Plan and strategic action 4.2 of the 2012 Council Business Plan.

Niagara Region Policy Plan:

- Policy 7.A.5.1 – "Public access to Niagara's shorelines as shown on the Natural Heritage Map shall be maintained or enhanced. Road closings that would reduce public access shall not be permitted unless a suitable new access is provided nearby."

Council Business Plan:

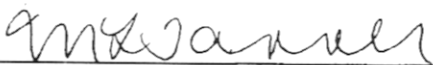
- Strategic Action 4.2 – "to develop a waterfront enhancement strategy (12)". This CBP action is related to the upcoming Lakefront Enhancement Strategy.

These will be important considerations in staffs review of the new Wainfleet Official Plan. An amendment may be required to the Official Plan(s) being used at the time of submission if the lands are sold. As of this day, June 6th 2012, no application for such an amendment has been filed and no transaction has occurred.

Update on the new Wainfleet Official Plan

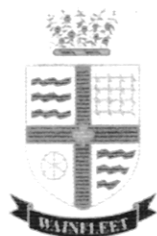
On May 22, 2012 local planning staff presented Township Council with the adopted new Wainfleet Official Plan as modified, which was to be recommended for approval at the June 6th ICP Committee meeting. The recommendation report (**ICP-58 2012**) pertaining to the Wainfleet Official Plan has been removed from the June 6th Committee meeting agenda at the request of the local municipality. The Township will be hosting an additional statutory public meeting under the Planning Act, given that there are modifications to the adopted plan. The date of this public meeting has yet to be determined and the public will have an opportunity to review the changes. This meeting will also be used to discuss the sale of public lands which provide public access to the lake and the green energy policies within the adopted plan.

The Township has indicated that policies regarding the sale of the lake access may be modified or removed from the plan. A further update will be provided when the approval of the Wainfleet Official Plan is brought forward. This is expected to be in the early fall, after the Township's public meeting.



Mary Lou Tanner, MCIP, RPP
Associate Director, Regional Policy Planning

This report was prepared by Craig Rohe, Planner and reviewed by Curt Benson, MCIP, RPP Manager, Regional Policy Planning Mary Lou Tanner, MCIP, RPP, Associate Director, Regional Policy Planning.



TOWNSHIP OF WAINFLEET

"Wainfleet - find your country side!"

PUBLIC INFORMATION MEETING

AGENDA: Public Meeting to consider the "Modified" Township Official Plan

DATE: Tuesday, July 17, 2012

TIME: 7:00 p.m

1. PURPOSE OF MEETING: (Mayor)

The purpose of the public meeting, held pursuant to Section 17 of the Planning Act, is to afford anyone the opportunity to make representation in respect to the modified Official Plan prepared by Sorensen Gravely Lowes Planning Associates Inc. As modified by Integrated Community Planning Staff at the Region of Niagara with the assistance of their consultant Dillon Consulting Limited, and in consultation with Township of Wainfleet Planning Staff. Council will not be making decisions respecting the modified Plan tonight, rather, comments received tonight will be recorded and will become part of staff and Council consideration of the Official Plan at a later date.

2. PURPOSE OF THE "MODIFIED" OFFICIAL PLAN: (Planner)

The purpose of the Official Plan is to set a long term 20-year vision for the Township, establish goals and objectives to guide future land use changes in the municipality consistent with this vision, and set out specific policies to guide future change while maintaining the desired qualities of the Township. The new Official Plan will replace the current Township Official Plan, as amended, which was originally approved in 1979.

3. EXPLANATION OF SECTION (15) 6 OF ONTARIO REGULATION 543/06: (Planner)

Section (15) 6 of Ontario Regulation 543/06 (Official Plans and Amendments) requires the following be included in any "Notice" of Public Meeting for a new Official Plan:

- If a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Wainfleet before the proposed official plan is adopted, the person or public body is not entitled to appeal the decision of the "Approving Authority", in this case the Regional Municipality of Niagara, to the Ontario Municipal Board.
- If a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Wainfleet before the proposed official plan is adopted, the person or public body may not be added as a party to the hearing of an appeal before the

Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to add the person or public body as a party.

Explanation by Planner Munday

4. BACKGROUND TO DRAFT OFFICIAL PLAN: (Planner)

The modified Official Plan is the product of a multi-step process.

In 2009 "Visioning" Workshops were conducted and background information about the Township collected and compiled into an "Issues and Opportunities Report" dated November 2009. Part of the preparation of the "Issues and Opportunities Report" involved considerable community involvement including two "Visioning" workshops in March 2009, another "Visioning" workshop in June 2009 and, a "Workshop" to consider the findings of the "Issues and Opportunities" Report in November 2009.

In 2010 the Consultant prepared a "Policy Directions Report" which recommends policy directions for a new Township Official Plan, which policies are intended to address the identified issues, opportunities and options. The "Policy Directions Report" is dated April 2010 and was the subject of public and agency review earlier this year including an Open House in May.

The Township's consultant prepared a "draft" new Official Plan for the Township which was the subject of public and agency review. The "draft" Official Plan is dated July 2010 and was the subject of an "Open House" in July.

The Township held a statutory public meeting on August 5, 2010.

- Township Council approved the "draft" Official Plan on September 14, 2010.
- The Plan was sent to the approval authority (Region of Niagara) for their review and modification.
- The Ministry of Municipal Affairs and Housing also provided comments in their letter dated January 30, 2012 and attached as Appendix "A".
- In consultation with Township Planning Staff, Region of Niagara staff modified the Council approved "draft" Official Plan. This is the document that is the subject of tonight's public meeting.
- On May 22, 2012 Township Council authorized staff to hold another statutory public meeting to allow for additional public input on the plan and other changes proposed by Council. These changes included the following:
 - Providing greater flexibility on the sale of municipal owned waterfront lands and road allowances.
 - Changes to the green energy policies contained within the modified Official Plan.



The Township has received public comment/input to both the "Policy Directions" Report and to the "draft" Official Plan, and the modified Official Plan. All of that input, along with that heard tonight, will be part of the staff and Council consideration of the Official Plan at a later date. That document is tabled with Council tonight and will be attached as part of the minutes. The document is also posted on the Township web-site.

5. SUMMARY OF INPUT RECEIVED PRIOR TO PUBLIC MEETING: (Grant Munday)

- Ministry of Municipal Affairs and Housing - Appendix "A"
- Greg Priamo, Zelinka Priamo Ltd. - Appendix "B"
- Recreation Master Plan Implementation Committee Chair - Appendix "C"

6. REQUEST FOR COMMENT, INPUT FROM ANYONE IN ATTENDANCE: (Mayor)

7. NEXT STEPS: (Planner)

Township staff will review all comment received, including comment received from affected government agencies, and will prepare a proposed "final" Official Plan, with staff report, for Council consideration at a subsequent Council meeting. The staff report and "final" recommended Official Plan may be complete for Council consideration at the next Council meeting on August 21, 2012. It is noted that Council is not the final "Approving Authority" for the Official Plan. Rather, the Council approved Official Plan will be forwarded to the Region of Niagara as the "Approving Authority" and the document will be subject of a review/approval process at the Region.

8. CLOSING: (Mayor)

Those individuals who have provided comment respecting the modified Official Plan will be notified of the staff report and date of Council meeting to consider the Plan. Other individuals who have not provided comment can request notification of future meetings by completing forms which are available at the front of the Council Chambers.

TO: Mayor Jeffs & Members of Council

FROM: G. Munday, Manager of Planning

DATE OF MEETING: September 11th, 2012

SUBJECT: Recommended "Modified" Official Plan

RECOMMENDATION(S):

THAT this report be received;

AND THAT that Council accept the "Modified" Official Plan attached as Appendix A;

AND THAT Council request that Regional Council include the lands at the south-east corner of the Ostryhon Corners Hamlet (Schedule B7) without deferral;

AND THAT Council request that Regional Council include the lands at the south-east corner of the **Wellandport** Hamlet (Schedule B6) without deferral;

AND THAT the Region of Niagara be so informed.

EXECUTIVE SUMMARY:

The report provides Council with an overview of the proposed modifications to the Adopted Official Plan. The Township held a public meeting on July 17th, 2012 to allow an opportunity for the public to comment on the proposed "Modified" Official Plan (Attached as Appendix A). Staff recommend that Council recommend approval of the "Modified" Official Plan and recommend that the south-east corners of the Ostryhon Corners and Wellandport Hamlets be included in the hamlet without deferral.

BACKGROUND:

The modified Official Plan (attached as Appendix A) is the product of a multi-step process.

- In 2009 "Visioning" Workshops were conducted and background information about the Township collected and compiled into an "Issues and Opportunities Report" dated November 2009. Part of the preparation of the "Issues and Opportunities Report" involved considerable community involvement including two "Visioning" workshops in March 2009, another "Visioning" workshop in June 2009 and, a "Workshop" to consider the findings of the "Issues and Opportunities" Report in November 2009.
- In 2010 the Consultant prepared a "Policy Directions Report" which recommends policy directions for a new Township Official Plan, which policies are intended to address the identified issues, opportunities and options. The "Policy Directions

Report" is dated April 2010 and was the subject of public and agency review earlier this year including an Open House in May.

- The Township's consultant prepared a "draft" new Official Plan for the Township which was the subject of public and agency review. The "draft" Official Plan is dated July 2010 and was the subject of an "Open House" in July.
- The Township held a statutory public meeting on August 5, 2010.
- Township Council approved the "draft" Official Plan on September 14, 2010.
- The Plan was sent to the approval authority (Region of Niagara) for their review and modification.
- The Ministry of Municipal Affairs and Housing also provided comments in their letter dated January 30, 2012 and attached as Appendix "A".
- In consultation with Township Planning Staff, Region of Niagara staff modified the Council approved "draft" Official Plan.
- On May 22, 2012 Township Council authorized staff to hold another statutory public meeting to allow for additional public input on the plan and other changes proposed by Council. These changes included the following:
 - Providing greater flexibility on the sale of municipal owned waterfront lands and road allowances.
 - Changes to the green energy policies contained within the modified Official Plan.
- On July 17, 2012 Township Council held a statutory public meeting concerning the "Modified" Official Plan. The minutes of this public meeting are attached as Appendix B

The many individuals and organizations who have participated in the process are acknowledged and thanked for their input and commitment to the Township. Specifically;

- the Official Plan Advisory Committee, which consisted of members of the former Official Plan, Lakeshore and North East Advisory Committees (see above), who met throughout the process and provided valuable advice and guidance to the Consultant, staff and Council.
- the hundreds of individuals who participated in "Visioning", "Workshops" and public input opportunities throughout the process. That input helped shape the Plan and, ultimately, the future development of the Township.
- staff from outside agencies and the Township whose contributions have improved the quality of the Plan/policies, and which improvements should assist in obtaining approvals at the Regional level.
- the consulting team who led the process and produced the "recommended" Official Plan.

DISCUSSION:

This PSR will not address all the planning issues/directions contained in the "Modified" Official Plan nor the background/related documents. Those matters are addressed in the Official Plan documents. Rather, the PSR is intended to provide "context" to Council consideration of the Official Plan (and associated issues). The process of developing the Plan is summarized under title "Background" in this report. Since the July 17, 2012 public meeting, the "Modified" Official Plan document has been revised to address

any spelling and grammatical errors and to ensure that appropriate policies within the plan are properly referenced to each other.

Planning Staff are of the opinion that there are the following substantive issues remaining:

1) Sale of Township Owned Waterfront Lands & Road Allowances

Planning Staff have reviewed all public input received concerning this issue, as well as the background information related to the creation of these Official Plan policies. It is the recommendation of Planning Staff that these policies remain as they were originally approved in the "Adopted" Official Plan and as they appear in the "Modified" Official Plan (attached as Appendix A). These policies were derived from the "Visioning Sessions" for the new OP, principles of good planning, and best practices. Given the public's desire to retain and enhance waterfront access, it is recommended that the encroachment issue on the road allowance between Lots 1 and 2, Concession 1 be dealt with via an encroachment agreement rather than the sale of the road allowance. Planning Staff will present a recommendation report to Council at a later date once Council makes a decision on the overall policy direction as it relates to Township owned waterfront lands and road allowances.


2) Ostryhon Corners Hamlet

2 Planning Staff have reviewed the Region of Niagara Planning Staff's modification to Schedule B7 in Appendix A. They have shown the south-east corner of this hamlet as being deferred. They indicate that the deferral is required so that the owner of the subject lands (Glen Cooke) can prove compatibility between his construction company (CRL Campbell Construction) and any proposed residential development on his lands to the south. It is likely that this hamlet expansion would only provide for five additional lots on these lands. Planning Staff do not agree with deferring this hamlet expansion since the business currently co-exists near residential properties and are of the opinion that this is an unnecessary layer of approval. With reference to Appendix E, Regional Planning Staff has already indicated that CRL Campbell Construction "will not generate conflicting on-site impacts given that there is no need for expansion". The compatibility between CRL Construction and any residential development to the south can be effectively dealt with at the Township level through a rezoning application and a plan of subdivision. Planning Staff recommend that Township Council request that Regional Council include these lands in the hamlet without deferral. ✓

3) Wellandport Hamlet

3 Planning Staff have reviewed the Region of Niagara Planning Staff's modification to Schedule B6 in Appendix A. They have shown the south-east corner of this hamlet as being deferred. These lands were included in the Wellandport Hamlet in the original "Adopted" Official Plan. Regional Planning Staff indicate that the deferral is required so that the owner of the subject lands (Ted Hessels) can prove compatibility between the Provincially Significant Wetland to the south and any residential development. Planning Staff are of the opinion that this compatibility issue can be

effectively dealt with through a Zoning Bylaw amendment, consent applications and other required studies. Another issue is the proximity of the lands in question to Mr. Hessels' agricultural buildings to the east. Mr. Hessels has indicated that these buildings do not have livestock capacity and therefore present no compatibility issue. Planning Staff recommend that Township Council request that Regional Council include these lands in the hamlet without deferral.

4)**Lakewood Beach Properties Ltd.**

With reference to Appendix D, the planning consultant for Lakewood Beach Properties Ltd. is requesting that Section 3.3.3.12 (b) be changed so that references to "sustainable private services" are replaced with the original wording "communal water and sewer systems". They are also requesting that the plan be modified to accommodate an additional 6 residential units and that the boundary between the Lakeshore Residential and Rural land use designation be shifted approximately 300 feet to the east to accommodate the additional 6 units, increasing the amount of land designated as Lakeshore Residential by approximately 8.5 acres (3.5 ha).

Planning Staff have reviewed the request concerning changes to Section 3.3.3.12 (b) and have changed references to "sustainable private services" to the original wording "communal water and sewer systems". Planning Staff are not prepared to recommend that the Lakeshore Designation be expanded easterly to accommodate 6 more dwellings. This was not part of the original approved Official Plan. However, their proposal may have planning merit given that they could likely create 3 additional lots on this parcel (allowing a total of four new houses) in addition it may have merit as a resource (Lake Erie) related development under the Provincial Growth Plan.

As Council is aware, the new Official Plan will replace the current Township Official Plan, as amended, which was originally approved in 1979. The purpose of the new Official Plan is to set a long term 20-year vision for the Township, establish goals and objectives to guide future land use changes in the municipality consistent with this vision, and set out specific policies to guide future change while maintaining the desired qualities of the Township.

The Official Plan is intended to provide a framework within which Township Council may make decisions regarding land uses, built form, municipal service investments and the protection of key environmental features and functions. It also provides Council with a framework to consider private and public proposals for Zoning Bylaw amendments, site plan approval, building permits, plans of subdivision and land severances.

Council is reminded that the Township is not the final "Approval Authority" for this Official Plan. Rather, and as referenced in the "Recommendations", the Plan will be forwarded to the Region of Niagara as the "Approving Authority" and the document will be subject of a review/approval process at the Region.

FINANCIAL CONSIDERATIONS:

None.

ATTACHMENTS:

1. Appendix "A" - "Modified" Official Plan
2. Appendix "B" - Minutes of July 17, 2012 Public Meeting
3. Appendix "C" - Comment/Response matrices
4. Appendix "D" - Copy of all submissions made to the "Modified" Official Plan
5. Appendix "E" - Letter from the Region of Niagara Public Works Department

Respectfully submitted by,

A handwritten signature in black ink, appearing to be 'Grant Munday', written over a horizontal line.

Grant Munday
Manager of Planning

Approved by,

A handwritten signature in black ink, appearing to be 'Scott Luey', written over a horizontal line.

Scott Luey
Chief Administrative Officer

APPENDIX "A"

ADOPTED OFFICIAL PLAN WITH PROPOSED MODIFICATIONS

A hard copy of the Adopted Official Plan is available for review in the Clerk's Office and/or please [click here](#) to download an electronic copy.

Township of Wainfleet
Council Meeting Minutes, July 17, 2012

Page 18

20. ADJOURNMENT

Resolution No. C-276-2012

Moved by Betty Konc
Seconded by Richard Dykstra

"**THAT** Council for the Township of Wainfleet do now adjourn."

CARRIED.

Council adjourned at 11:20 p.m.

A. Jeffs
A. Jeffs, MAYOR

T. Lamb
T. Lamb, CLERK

Date Approved – August 14, 2012

ADMINISTRATIVE STAFF REPORT

ASR-035/2021

TO: Mayor Gibson & Members of Council

FROM: William Kolasa, Chief Administrative Officer

DATE OF MEETING: December 7, 2021

SUBJECT: COVID-19 Impact Report

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-035/2021 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. The Ontario government continues to urge Ontarians to remain vigilant and continue following public health and workplace safety measures and to get vaccinated if they have not already done so – particularly in light of the recent designation of COVID-19 variant B.1.1.529 (named Omicron) as a variant of concern by the World Health Organization. More information about the Omicron variant can be viewed on the World Health Organization website: <https://www.who.int/news/item/28-11-2021-update-on-omicron>.

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.

New Instructions from Medical Officer of Health regarding Indoor Sports & Recreation Facilities

On December 2, 2021, Niagara Region issued a [news release](#) advising of a letter of instruction issued by the Regional Medical Officer of Health under Section 2, Schedule 1 of Ontario Regulation 364/20 under the *Reopening Ontario (A Flexible Response to COVID-19) Act*. This letter of instruction creates legally binding requirements for anyone responsible for a business or organization (including the Township of Wainfleet) that operates indoor areas of facilities within the Niagara Region that are used for sports, athletic and recreational fitness activities. A copy of the letter of instruction is attached as Schedule "A" to this Report.

Staff (including Members of the Township's Emergency Control Group) are reviewing the new instructions and developing a plan to implement the new rules in Township facilities within the timelines prescribed in the instructions. Once developed, the implementation plan will be shared with all facility users and user groups at the earliest possible opportunity. Staff anticipate being able to provide additional information to Council at its regular meeting of December 7, 2021.

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:

- Regional Medical Officer of Health Instructions Regarding Indoor Sports & Recreational Facilities.

Respectfully submitted and approved by,

William J. Kolasa
Chief Administrative Officer

Instructions Issued by the Medical Officer of Health

These instructions are issued pursuant to Section 2(2) and (2.1) of Schedule 1 to *Ontario Regulation 364/20* made under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020, S.O. 2020, c. 17*. Requirements relating to vaccination policies under Section 2(2.1) are being issued after consultation with the Office of the Chief Medical Officer of Health. Compliance with these instructions is required under the above regulation.

Date of Issuance: December 2, 2021

Issued to Owners, operators and persons responsible for indoor areas of facilities located in Niagara Region that are used for sports, athletic and recreational fitness activities, including but not limited to waterparks and facilities or areas where personal physical fitness trainers provide instruction, and including without limitation the indoor areas of such facilities where spectators watch events

Effective December 10, 2021 and until these instructions are rescinded, you are required to

1. Set, monitor, and enforce occupancy limits for change rooms, washrooms, and bathrooms based on maintaining a minimum distance of 2 metres between occupants.
2. Develop policies to minimize the amount of time people attending the facility spend in enclosed spaces, specifically
 - a. Not permitting people attending the facility to enter the facility more than 15 minutes before the start of the event, and requiring them to vacate the facility within 15 minutes following the event.
 - b. Giving direction to participants in sporting, athletic or recreational activities to arrive at the facility fully or partially dressed to minimize time spent in changing room facilities.
3. Continue to conduct active screening of all persons, including participants, coaches, officials, volunteers and spectators, for COVID-19 prior to permitting entry to the facility, as is already required under Paragraph 7 of Section 16(1) under Schedule 2 of *Ontario Regulation 364/20*.
 - a. This screening should utilize the [Ministry of Health COVID-19 Screening Tool for Businesses and Organizations \(Screening Patrons\)](#), or another tool with the same minimum set of questions such as the [COVID-19 Screening Tool](#) developed by Niagara Region Public Health.
4. Continue to apply all other public health measures related to screening, physical distancing, collection of information for contact tracing and use of personal protective equipment, as outlined in *Ontario Regulation 364/20*, as may be amended from time to time.

Effective December 25, 2021 and until the earlier of the date that these instructions are rescinded OR the date that Paragraph 4 of Section 2.1(2) under Schedule 1 in *Ontario Regulation 364/20* or any similar successor provision which requires proof of being fully vaccinated against COVID-19 when entering these facilities, subject to limited prescribed exceptions, is rescinded:

5. Implement a vaccination policy for all individuals age 12 years or older who enter the facility for the purpose of (a) participating in organized sport or recreational fitness activity, or (b) coaching, officiating, or volunteering, whereby all such individuals are required to provide, at point of entry, identification and proof of being fully vaccinated against COVID-19 or proof of a valid medical exemption, each time they enter.
 - a. For those spectating indoor organized sport or recreational fitness activities, continue to require provision of proof of being fully vaccinated against COVID-19 or proof of a valid medical exemption, each time they enter, as required under *Ontario Regulation 364/20*.
 - b. Where not already required to provide proof of vaccination in accordance with *Ontario Regulation 364/20*, proof of vaccination is also not required under these instructions at the point of entry if attending the facility as part of an organization that requires and has verified full vaccination status or valid medical exemption for all participants, coaches, officials, or volunteers 12 years or older. These individuals may be granted access based on identification and the organization providing a confirmed list that all such individuals are in compliance with the organization's vaccination policy.
 - c. Proof of vaccination is not required for students or employees of a licensed school or school board attending the facility for an extracurricular activity organized by a school board or private school licensed under the *Education Act, 1990*.
 - d. Individuals that are not employees or students of a licensed school or school board that wish to use a facility for extracurricular activities must be required to continue to provide proof of vaccination in accordance with *Ontario Regulation 364/20*, or where they are exempt from that requirement in *Ontario Regulation 364/20*, with the policy described above. This includes home schooled children, and other individuals affiliated with these groups.
6. Implement a vaccination policy requiring all individuals age 12 years or older who attend indoor space in the facility for employment to EITHER i) provide identification and proof of being fully vaccinated against COVID-19 or ii) adhere to a regimen of regular rapid antigen tests for COVID-19 to attend work, in compliance with the following requirements:
 - a. To verify the vaccination status of employees, the same process of verification as applied to members of the public for entry should be used, in accordance with [Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario \(A Flexible Response to COVID-19\) Act, 2020](#)
 - b. Once fully vaccinated status of the employee is confirmed, this does not need to be repeated on subsequent entry to the workplace.
 - c. Rapid antigen testing program should be in accordance with guidance from the government of Ontario [Provincial Antigen Screening Program](#) including but not limited to considering a positive rapid antigen test as a preliminary positive requiring follow-up with a laboratory-based PCR test as a confirmatory test, and requiring self-isolation of individuals with a positive antigen test result until confirmatory results are known.
 - d. Rapid antigen testing should be applied with the following frequency:

- i. If the employee attends the facility 3 or fewer days per week, rapid antigen testing should be performed each day they report to work, in the 24 hours prior to attending work.
 - ii. If the employee attends the facility 4 or more days per week, rapid antigen testing should be performed three times per week, with a minimum of one day between tests (e.g. a Monday, Wednesday, Friday schedule or Tuesday, Thursday, Saturday schedule).
- e. For individuals with a valid medical exemption to COVID-19 vaccination, rapid antigen testing instructions described above for individuals should be applied.
- f. If an employee is required to adhere to rapid antigen testing due to a medical reason that precludes or delays getting vaccinated, any costs associated with the testing should not be paid by the employee.

You are asked to ensure that these instructions are communicated to all user groups and/or renters of the facility and that there is a plan by the person responsible for the organized sport or recreational fitness activity to ensure compliance with these instructions.

With this being a requirement pertaining to the use of facilities located within Niagara Region, local organized sports groups will need to ensure that teams or individuals from other jurisdictions attending facilities in Niagara Region for the purpose of a game or competition are made aware of these instructions, prior to attendance. Therefore we ask that take appropriate steps to communicate these requirements to such persons in advance.

These instructions are enforceable in accordance with the [Reopening Ontario \(A Flexible Response to COVID-19\) Act, 2020 \("ROA"\)](#). Failure to comply, by either an individual or the business or organization may result in charges being laid under the ROA. If charged under Part I of the [Provincial Offences Act \("POA"\)](#), set fine amounts are \$750 for individuals and \$1000 for corporations. Maximum penalties based on prosecution under Part I or Part III of the POA include fines of up to \$100,000 and up to a year in jail for an individual; up to \$500,000 and up to a year in jail for an individual who is a director or officer of a corporation; and up to \$10 million for a corporation.

Definitions:

Person responsible means the holder of a permit to use the facility or designated individual which may include, but is not limited to, a coach, coordinator, trainer, or other person responsible for the compliance with public health measures related to COVID-19.

Organized Sport means sports and recreation including, but not limited to, sports leagues, organized pick-up sports, dance classes, gymnastics, martial arts and swimming classes, or as otherwise described in the Ministry of Health's [Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act](#).

Facility means a facility located in Niagara Region that is used for sports, athletic and recreational fitness activities, including but not limited to waterparks and facilities or areas where personal physical fitness trainers provide instruction, and including without limitation the indoor areas of such a facility where spectators watch events.

Identification means a form of identification with the name and date of birth of the identification holder; it does not necessarily mean photo identification. More description can be found in the [Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act](#).

Fully vaccinated means meeting the criteria set out by the definition of "fully vaccinated" as set out in Section 2.1(5) under Schedule 1 of *Ontario Regulation 364/20*.

Medical exemption means an exemption confirmed by an individual who provides a written document, authorized by a physician or registered nurse in the extended class, that sets out, in accordance with the Ministry of Health's [Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act](#): (i) a documented medical reason for not being fully vaccinated against COVID-19, and (ii) the effective time-period for the medical reason.

TO: Mayor Gibson & Members of Council

FROM: Mallory Luey, Treasurer

DATE OF MEETING: December 07, 2021

SUBJECT: **Write off of Property Tax for the Taxation Years 2010 – 2021**

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-036/2021 respecting the write off of property tax be received;

AND THAT Council approve the attached application pursuant to Section 354 of the *Municipal Act, 2001*, numbered 2021-01 to write off the balance owing in the amount of \$1092.26

EXECUTIVE SUMMARY:

The purpose of this report is to seek Council approval in order to write off the property tax in accordance with section 354 of the *Municipal Act, 2001*.

BACKGROUND:

Under section 354 of the *Municipal Act, 2001*, the treasurer of a local municipality shall remove unpaid taxes from the tax roll, if, the council of the local municipality, on the recommendation of the treasurer, writes off the taxes as uncollectible.

Section 354 Application Number 2021-01 was prepared and is attached as Appendix "B", providing details of the circumstances.

OPTIONS/DISCUSSION:

1. Approve to write off tax balance owing of \$1,092.26. (recommended)
2. Do not write off tax balance owing, and continue with the tax sale process incurring additional fees and expenses of approximately \$4,000 with the likelihood of a "failed tax sale". (not recommended)

FINANCIAL CONSIDERATIONS:

Application Number 2021-01 under Section 354 has been prepared and requires Council's approval. The total amount to be written off is \$1,092.26 all of which will be encumbered by the municipality.

ATTACHMENTS:

- 1) Appendix "A" – Tax Reduction Worksheet.
- 2) Appendix "B" – Section 354 Application

Prepared by,

Maryann Sheets
Tax Clerk

Respectfully submitted by,

Mallory Luey,
Treasurer

Approved by,

William Kolasa,
Chief Administrative Officer/Clerk

Summary Report - Tax Liability Calculations

Report Number: 2021-001

Appendix 'A'

Council Meeting

	<u>Section Reason</u>	<u>Application No.</u>	<u>Effective Date</u>	<u>Roll # Address</u>	<u>Tax Class</u>	<u>Assessment Change</u>	<u>Total Adj</u>	<u>Municipality</u>	<u>Region</u>	<u>Waste Mgmt</u>	<u>School Board</u>
Tax Reduction	354	2021-01	2010 - 2021	271400000117250.0000 Woodland Drive	RT	n/a	1,092.26	1,092.26	0.00	0.00	0.00
Tax Year	2010-2021					Total Adj.	1,092.26	1,092.26	0.00	0.00	0.00

Roll number 2714 000 001 17250 (Woodland Dr.)



SECTION 354 APPLICATION

TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application #

2021-01

Taxation Year:

2010-2021

Municipality:	Wainfleet	Roll Number:	2 7 - 1 4 - 0 0 0 - 0 0 1 - 1 7 2 5 0
Property Address:	Woodland Drive	Applicant Name:	Mallory Luey, Treasurer
Owner Name:		Contact Number:	905-899-3463, ext 244
Mailing Address:		Alternate Number:	
		Email Address:	mluey@wainfleet.ca

Reason for Application: (check one box only)

- | | |
|---|--|
| <input type="checkbox"/> Ceases to be liable for tax at rate it was taxed -- 357(1)(a) | <input type="checkbox"/> Became vacant or excess land - 357(1)(b) |
| <input type="checkbox"/> Became exempt -- 357(1)(c) | <input type="checkbox"/> Sickness or extreme poverty -- 357(1)(d.1) |
| <input type="checkbox"/> Razed by fire, demolition or otherwise -- 357(1)(d)(i) | <input type="checkbox"/> Mobile unit removed -- 357(1)(e) |
| <input type="checkbox"/> Damaged and substantially unusable -- 357(1)(d)(ii) | <input type="checkbox"/> Gross or manifest clerical/factual error -- 357(1)(f) |
| <input type="checkbox"/> Repairs/Renos preventing normal use (min. 3 months) -- 357(1)(g) | <input checked="" type="checkbox"/> Write-off of taxes, Treasurer - 354 |

Details of Reason: Previously omitted property was uploaded from MPAC in 2010. We have been unable to locate owners. All avenues exhausted since 2014. This is a lane way between 001-17200 & 001-17300 and appears that property owner to the east uses as their own.

Recommend writing off balance of \$1092.26 as MPAC has now reduced asmt to \$9 making the annual taxes \$0.13 which means future taxes will be automatically w/o via small bal w/o at the end of each yr. It would not be reasonable to send to tax sale as fees to do so would be approx \$4,000 and would likely be a failed tax sale as there would only be two people that would benefit from the sale and they are able to use the property now.

Therefore we would end up writing off approx. \$5,100 and having to vest the property.

Applicant acknowledges that any adjustment will be: (a) credited to the tax account and/or refunded to the owner of the land as shown on the tax roll on the date the adjustment is made; or (b) the Municipality shall send another tax bill to raise the amount of any underpayment. (Municipal Act, 2001 S. 341.) If you sell the property, you must make arrangements in the sale/purchase agreement to protect your right to any tax adjustment in your favour.

Effective from: 0 1 / 0 1 / 1 0 to 1 2 / 3 1 / 2 1
M M D D Y Y M M D D Y Y

Applicant Signature: _____ Date: ____ / ____ / ____
M M D D Y Y

ASSESSMENT REPORT:

MUNICIPALITY

TREASURER'S RECOMMENDATION TO COUNCIL

Assessment Roll As Returned		Revised Since Roll Return: <input type="checkbox"/>		Assessment Report School Board: <input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Other					
		Enter Revisions Below		<input type="checkbox"/> No Change in Assessment		<input type="checkbox"/> S.357 Required for Next Year			
RTC/RTQ	Prev. 2020 Base-year CVA	Curr. 2021 Base-year CVA	Curr. Phased-In Assessment	Revised RTC/RTQ	REVISED Prev. Base-year CVA	REVISED Curr. Base-year CVA	Revised Current Phased-In Assessment	Change to Current Phased-In Assessment	
RT	9	9	9						

Revised:

Reason for Change (Assessor Comments):

Reason Original Assessment Revised:

TREASURER'S REPORT ON TAX LIABILITY

RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adj/Write off	Original Levy
	Taxes levied 2010-2021		2010-2021	\$479.01	\$479.01
	RealTax fees (first notices 2019)			\$508.50	
	Penalties owing 2010-2018			\$104.75	

Recommended: ☐ No Adjustment ☐ Adjustment ☒ Write off ☐ Refund Total Amount \$1,092.26

Comments: Recommend write as per "Details of Reasons" stated above.

Treasury Position: _____ Treasurer Signature: _____ Date: 1 1 / 2 5 / 2 1
M M D D Y Y

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION:

Hearing Date (MM/DD/YY): ____ / ____ / ____

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant _____ Appeared for Municipality _____

Signature of Council / ARB Member _____ Name/Title _____

Submitted to MPAC on: _____ n/a (INITIAL) MS

TO: Mayor Gibson & Members of Council

FROM: Sherry Mayne, Deputy Treasurer

DATE OF MEETING: December 07, 2021

SUBJECT: **Write off of Property Tax for the Taxation Years 2011 – 2021**

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-037/2021 respecting the write off of property tax be received;

AND THAT Council approve the attached application pursuant to Section 354 of the *Municipal Act, 2001*, numbered 2021-02 to write off balance owing in the amount of \$3,416.59

EXECUTIVE SUMMARY:

The purpose of this report is to seek Council approval in order to write off the property tax in accordance with section 354 of the *Municipal Act, 2001*.

BACKGROUND:

Under section 354 of the *Municipal Act, 2001*, the treasurer of a local municipality shall remove unpaid taxes from the tax roll, if, the council of the local municipality, on the recommendation of the treasurer, writes off the taxes as uncollectible.

Section 354 Application Number 2021-01 was prepared and is attached as Appendix “B”, providing details of the circumstances.

OPTIONS/DISCUSSION:

1. Approve to write off tax balance owing of \$3,416.59. (recommended)
2. Do not write off tax balance owing, and continue with the tax sale process incurring additional fees and expenses of approximately \$7,400 with the likelihood of a “failed tax sale”. (not recommended)

FINANCIAL CONSIDERATIONS:

Application Number 2021-02 under Section 354 has been prepared and requires Council’s approval. The total amount to be written off is \$3,416.59 all of which will be encumbered by the municipality.

ATTACHMENTS:

- 1) Appendix "A" – Tax Reduction Worksheet.
- 2) Appendix "B" – Section 354 Application

Prepared by,

Maryann Sheets
Tax Clerk

Respectfully submitted by,

Sherry Mayne,
Deputy Treasurer

Approved by,

William Kolasa,
Chief Administrative Officer/Clerk

Summary Report - Tax Liability Calculations

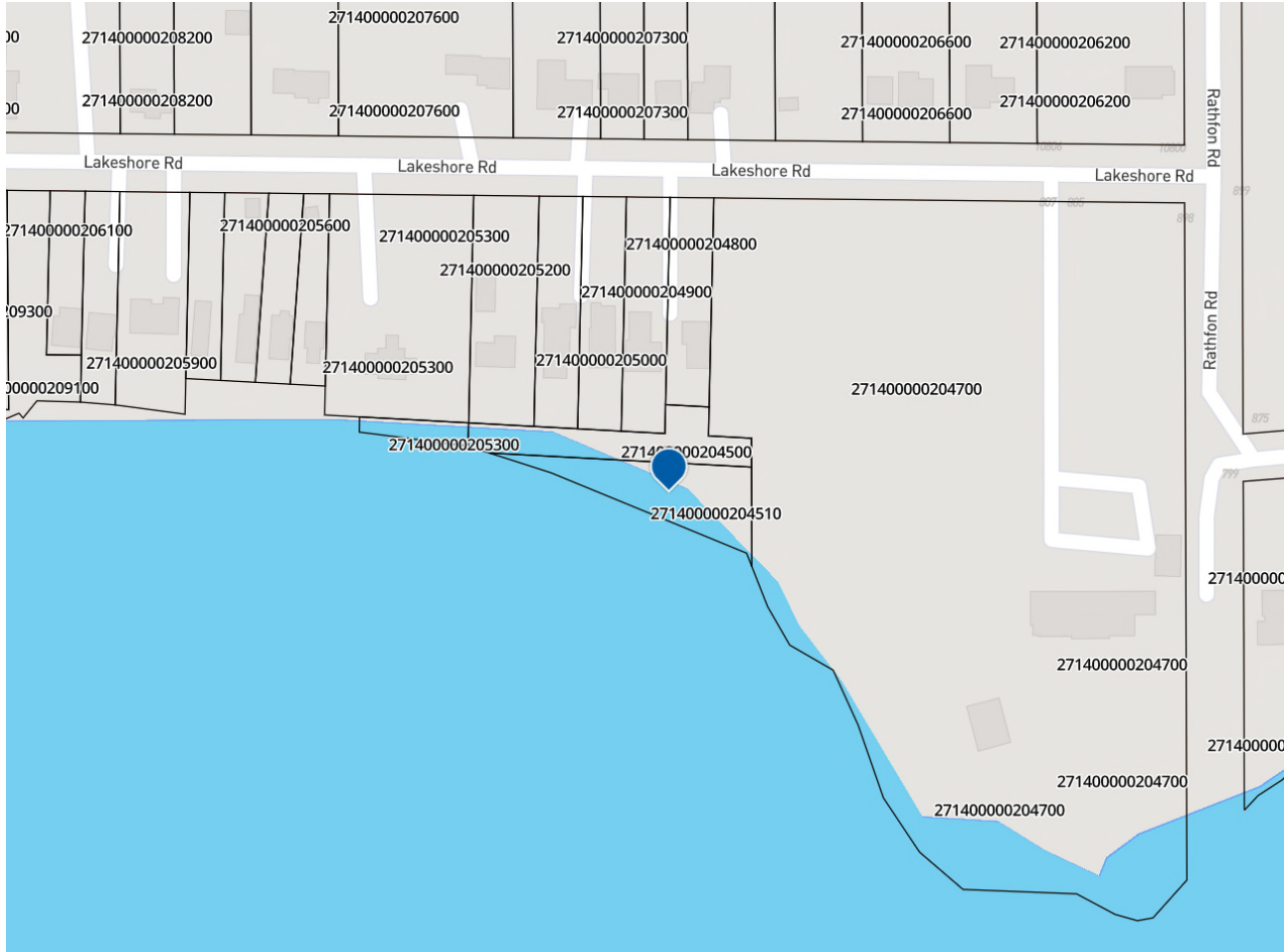
Report Number: 2021-002

Appendix 'A'

Council Meeting

	<u>Section Reason</u>	<u>Application No.</u>	<u>Effective Date</u>	<u>Roll # Address</u>	<u>Tax Class</u>	<u>Assessment Change</u>	<u>Total Adj</u>	<u>Municipality</u>	<u>Region</u>	<u>Waste Mgmt</u>	<u>School Board</u>
Tax Reduction	354	2021-02	2011 - 2021	271400000204510.0000 Lakeshore Road	RT	n/a	3,416.59	3,416.59	0.00	0.00	0.00
Tax Year	2011-2021					Total Adj.	3,416.59	3,416.59	0.00	0.00	0.00

Roll number 2714 000 002 04510 (Lakeshore Rd.)



SECTION 354 APPLICATION					
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD					Application #
					2021-02
					Taxation Year:
					2011-2021
Municipality:	Wainfleet	Roll Number:	2 7 - 1 4 - 0 0 0 - 0 0 2 - 0 4 5 1 0		
Property Address:	Lakeshore Rd	Applicant Name:	Mallory Luey, Treasurer		
Owner Name:		Contact Number:	905-899-3463, ext 244		
Mailing Address:		Alternate Number:			
		Email Address:	mluey@wainfleet.ca		
Reason for Application: (check one box only)					
<input type="checkbox"/> Ceases to be liable for tax at rate it was taxed -- 357(1)(a)		<input type="checkbox"/> Became vacant or excess land - 357(1)(b)			
<input type="checkbox"/> Became exempt -- 357(1)(c)		<input type="checkbox"/> Sickness or extreme poverty -- 357(1)(d.1)			
<input type="checkbox"/> Razed by fire, demolition or otherwise -- 357(1)(d)(i)		<input type="checkbox"/> Mobile unit removed -- 357(1)(e)			
<input type="checkbox"/> Damaged and substantially unusable -- 357(1)(d)(ii)		<input type="checkbox"/> Gross or manifest clerical/factual error -- 357(1)(f)			
<input type="checkbox"/> Repairs/Renos preventing normal use (min. 3 months) -- 357 (1)(g)		<input checked="" type="checkbox"/> Write-off of taxes, Treasurer - 354			
Details of Reason: <i>Previously omitted property was uploaded from MPAC in 2011. We have been unable to locate owner. All avenues exhausted since 2014. This is a triangular shaped piece of property not accessible by road and is primarily under water.</i> <i>Recommend writing off balance of \$3,416.59 as MPAC has now reduced asmt to \$400 making the annual taxes \$5.90 which means future taxes will be automatically w/o via small bal w/o at the end of each yr. It would not be reasonable to send to tax sale as fees to do so would be approx \$4,000 and would likely result in a failed tax sale as it would be highly unlikely that anyone would bid on a property that has no benefits.</i> <i>Therefore we would end up writing off approx. \$7,400 and having to vest the property.</i>					
Applicant acknowledges that any adjustment will be: (a) credited to the tax account and/or refunded to the owner of the land as shown on the tax roll on the date the adjustment is made; or (b) the Municipality shall send another tax bill to raise the amount of any underpayment. (Municipal Act, 2001 S. 341.) If you sell the property, you must make arrangements in the sale/purchase agreement to protect your right to any tax adjustment in your favour.					
Effective from: 0 1 / 0 1 / 1 1 to 1 2 / 3 1 / 2 1		Applicant Signature: _____		Date: ____ / ____ / ____	
M M D D Y Y M M D D Y Y				M M D D Y Y	
ASSESSMENT REPORT: MUNICIPALITY TREASURER'S RECOMMENDATION TO COUNCIL					
Assessment Roll As Returned		Revised Since Roll Return: <input type="checkbox"/>	Assessment Report School Board: <input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Other		
		Enter Revisions Below	<input type="checkbox"/> No Change in Assessment <input type="checkbox"/> S.357 Required for Next Year		
RTC/RTQ	Prev. 2020 Base-year CVA	Curr. 2021 Base-year CVA	Curr. Phased-In Assessment	Revised RTC/RTQ	REVISED Prev. Base-year CVA
RT	400	400	400		
Revised: _____			Reason for Change (Assessor Comments): _____		
Reason Original Assessment Revised: _____			_____		

TREASURER'S REPORT ON TAX LIABILITY					
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adj/Write off	Original Levy
	Taxes levied 2011-2021		2010-2021	\$2,856.14	\$2,856.14
	Penalties owing 2011-2018			\$560.45	
Recommended: <input type="checkbox"/> No Adjustment <input type="checkbox"/> Adjustment <input checked="" type="checkbox"/> Write off <input type="checkbox"/> Refund		Total Amount \$3,416.59			
Comments: <i>Recommend write as per "Details of Reasons" stated above.</i> _____ _____ _____					
Treasury Position: _____		Signature: _____		Date: 0 7 / 2 1 / 2 1	
				M M D D Y Y	
COUNCIL OR ASSESSMENT REVIEW BOARD DECISION:					
<input type="checkbox"/> Approved		<input type="checkbox"/> Amended & Approved		<input type="checkbox"/> Not Approved	
				<input type="checkbox"/> Applicant Did Not Appear	
				<input type="checkbox"/> Application Abandoned	
Reason: _____					

Appeared for Applicant _____			Appeared for Municipality _____		
Signature of Council / ARB Member _____			Name/Title _____		
Submitted to MPAC on: _____ n/a (INITIAL) MS					

DRAINAGE STAFF REPORT

DSR-017/2021

TO: Mayor Gibson & Members of Council

FROM: Mark Jemison, Drainage Superintendent

DATE OF MEETING: December 7, 2021

SUBJECT: Consolidated South Wainfleet Drain # 13

RECOMMENDATION(S):

THAT DSR-017-2021 be received as information;

AND THAT Council appoint Spriet Associates Engineers & Architects under the *Drainage Act* to update and improve the Consolidated South Wainfleet Drain 13.

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:

Approximately 11km long; the Consolidated South Wainfleet (CSW) Drain #13 provides outlet for 18 other drains in the CSW system. Above average rain conditions in 2021 identified concerns with the future maintenance of CSW Drain #13.

BACKGROUND:

As seen in Attachment 1, CSW Drain #13 is approximately 11km long. CSW Drain #13 starts at the Peterson Road allowance between Abbey Road and Concession 1. The Drain flows east/north east for approximately 8 km, before turning west/north west and outletting into the Consolidated South Wainfleet Drain #1 at Mill Race Road. CSW Drain #13 provides outlet for 18 other branch drains in the CSW system for a watershed of over 8,000 acres.

The most recent engineering evaluation for CSW Drain #13 took place in November 1967, and was constructed as part of the R. Blake Erwin CSW Report in 1969. The drain has 11 road crossings, which all end up flowing through a 2.5m x 2.5m wide concrete box culvert spanning 55m under the Feeder Canal, Feeder Road East and

Clarendon Street East. This box culvert was constructed in 1908 to supplement the original 1840s 1.1m x 1.5m timber and plank culvert.

In 1996, the original timber and plank culvert fell into disrepair and, as summarized in Attachment 2, the culvert was filled in and removed from service. Maintenance on the drain is completed every 10-15 years, most recently in 2011.

Above average rain in 2021 was exacerbated with a 5 inch rain event on July 16. The Township received inquiries regarding flooding on CSW Drain #13 and tributaries. Extensive field inspections identified minor obstructions but no complete obstructions (ex. Beaver dams). As water subsided, Staff submitted emergency maintenance permits and completed approximately 650m of brushing and debris removal between Dixie Road and Feeder Road East.

During the July 2021 rain event, the culvert under the Feeder Canal/Feeder Road East/Clarendon Street East acted as a bottleneck, causing upstream flooding. The Township retained Ellis Engineering to complete a condition assessment on the culvert. As seen in Attachment A, Ellis recommend rehabilitation of the structure in the next 1-5 years, including concrete patch repair to the abutment sidewalls, soffit, and wingwalls, and reconstructing the south slope and headwall at the estimated cost of \$368,000.

The Township is obligated to maintain municipal drains to the specifications of the most recent engineering report. The details included in the 1967 report are limited, with no sizing specifications or grades identified for the culvert under the Feeder Canal, simply identifying it as a concrete siphon. The 1967 report also does not include the original timber and plank culvert. Undertaking work on the culvert based on the existing report is outside of the scope of routine maintenance.

With an expansive watershed relying on the drainage provided by a single culvert staff, recommend updating the engineer's report managing the CSW Drain #13 to facilitate the maintenance and repair of the drain. An updated report would ensure adequate culvert sizing, provide landowners with the opportunity to improve the drain and equitably distribute maintenance and improvement costs.

At its meeting of November 22, 2021, the Drainage Advisory Committee (DAC), through Resolution No. DAC-02-2021, supported the Drainage Superintendent in preparing a report for Council consideration, recommending under the *Drainage Act*, that a Section 78 be completed to improve the CSW Drain #13.

OPTIONS/DISCUSSION:

1. Council appoint Spriet Associates Engineers & Architects and authorize staff to prepare the necessary notices in accordance with the *Drainage Act* to proceed with updating the engineer's report for CSW Drain #13 (recommended).
2. Do not move forward with updating the engineer's report for CSW Drain #13, Township limited in future maintenance (not recommended).

FINANCIAL CONSIDERATIONS:

The Township will be required to carry the costs of the project until the engineering update is completed and the costs are allocated to the appropriate property owners in accordance with the Drainage Act.

Final actual costs to the Township will only be those assessed to the roads and lands of the Township identified in the report for any maintenance or improvements completed on the drain as outlined in the Section 78 report. A Section 78 engineering report is 100% billable and eligible for grant from OMAFRA. Final costs to the Township would only be those assessed to the roads and lands of the Township which are identified in the report, as per the *Drainage Act, R.S.O. 1990*.

OTHERS CONSULTED:

- 1) Drainage Advisory Committee
- 2) SLT

ATTACHMENTS:

1. CSW Drain 13 Mapping and Imagery
2. Memo – Correspondence Item 4178, 1996
3. Ellis Engineering Inspection Summary

Respectfully submitted by,

Reviewed by:

Mark Jemison
Drainage Superintendent

Richard Nan
Manager of Operations

Approved by,

William Kolasa
Chief Administrative Officer

APPENDIX “A”

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Appendix A – CSW Drain #13 Mapping




All Mapping approximate




Appendix A – CSW Drain #13 Mapping

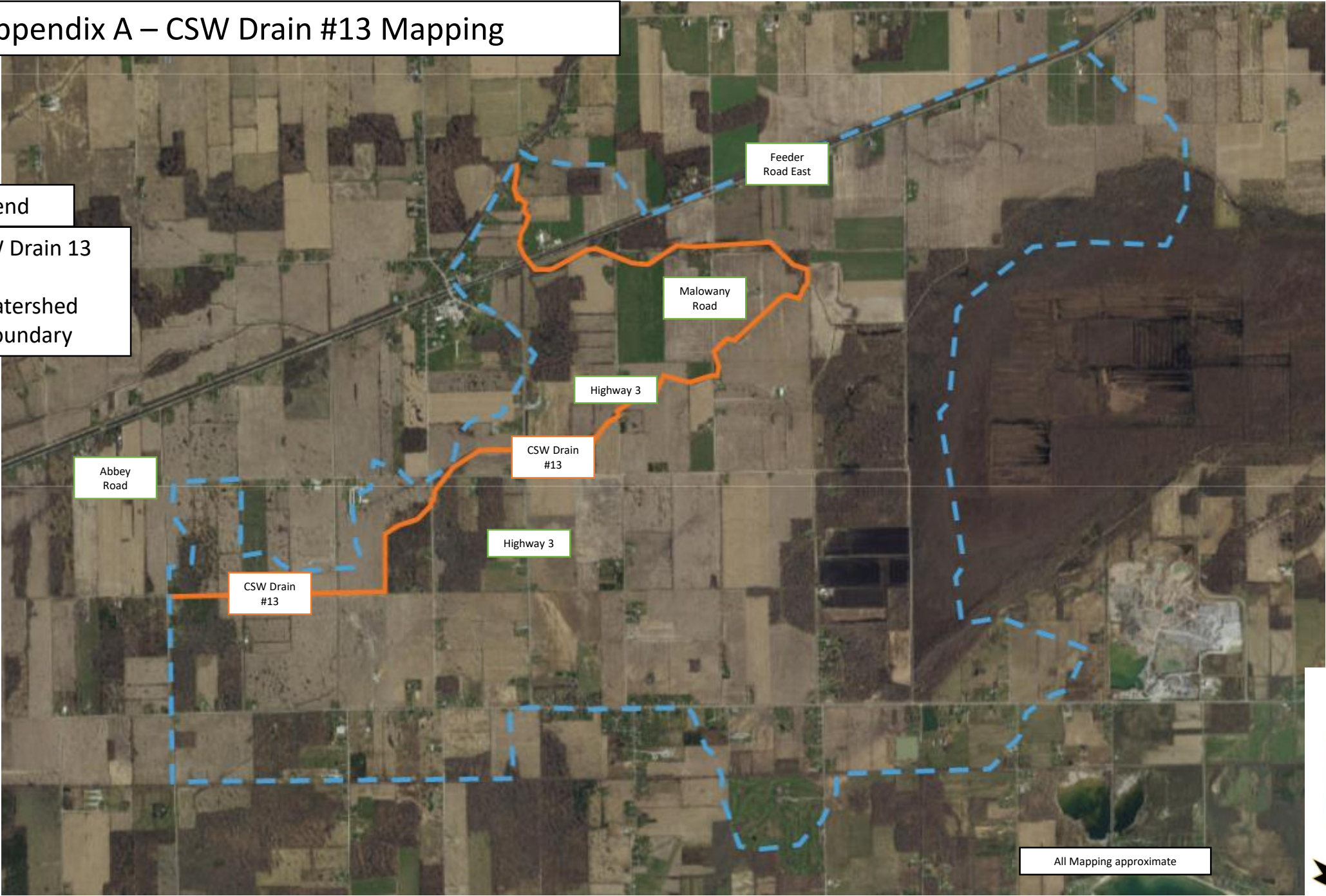
Legend



CSW Drain 13



Watershed Boundary



APPENDIX “B”

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M E M O

TO: Mayor S. Pettit & Members of Council

FROM: D. Ostryhon, Works Superintendent

SUBJECT: Correspondence Item 4178, Drain 13 at Feeder Road

In response to correspondence item 4178 at the Council meeting of June 25, 1996, the following is background information to support the work completed on Feeder Road East at Drain 13, on April 2 & 3, 1996.

In February of 1996, the Works Department was alerted to a severe roadside depression on the south edge of Feeder Road approximately 0.5 miles east of Hwy. #3. The roadside depression created a very hazardous situation as it was not only large but also encroaching the travelled portion of the road. Upon inspection Staff immediately installed hazard markers (signs) to warn motorists of the potential danger.

After further inspection it was revealed that the depression was the result of the collapse of the south end of the smaller of the two underpasses (siphons) that form part of Drain 13 and flow underneath the Feeder Canal.

Through some research it was found that this underpass was constructed in 1842 of timber and plank 3.75 ft. x 5 ft. to carry water under the Feeder Road(s) and Feeder Canal. The wood structure was supplemented by the construction of a concrete underpass in 1908 8 ft. x 8 ft. installed approximately 100 feet to the east.

Staff believed that further deterioration of the underpass and road was inevitable when spring conditions arrived. The winter conditions at the time (February) which included up to 3 feet of frost in the road bed, removed the immediate threat of further road deterioration and also afforded Staff some time to assess the problem and review available options. In close consultation with the Drainage Superintendent three (3) options were discussed:

- 1) Complete replacement of the underpass.
- 2) Repair of the underpass.
- 3) Closing off and eliminating the underpass.

Option 1 - The complete replacement of the underpass was dismissed due to the exorbitant cost of approximately \$250,000.00.

Option 2 - The repair of the underpass. Repair of the underpass would have included removal of the deteriorated portion of the plank and timber underpass through the paved portion of the Feeder Road and up to the Feeder Canal. After removal, the work would have included installing culvert(s) and joining them onto the remaining portion of the plank and timber underpass. This option proved to be, in Staff's opinion, impractical as the collapse of the remaining timber and plank underpass was imminent.

Option 3 - Closing off and eliminating the underpass. The collapse of the underpass slowed the water through it to a mere trickle, as observed by Staff. The two month interval between February and April enabled Staff to investigate the necessity of the timber and plank underpass. Staff was able to observe the water flow in Drain 13 and through the 8 ft. x 8 ft. concrete underpass during some of the most adverse conditions including; ice build up, spring thaw and heavy rainfalls during the month of March, 1996. Staff noticed that during periods of heavy run off the water levels on either side of the underpass were virtually the same.

The north end of the underpass(es) on Drain 13 intersect with Drain 38 and Drain 21 forming a drainage intersection (if you will). From this location Drain 13 flows into Drain I (Millrace Road Drain) which flows into Beaver Creek. During the periods of heavy runoff, Staff observed that only a finite amount of water was allowed to flow through the underpass because the Drain(s) downstream were at or near full capacity. Drain 13, at the underpass would drain into Drain I when the period of heavy runoff subsided.

The drainage conditions upstream of the underpass(es) were also observed during periods of heavy runoff. Staff concluded that the conditions did not appear to be adversely affected by the collapse, and subsequent blockage of the plank and timber underpass. It was therefore the result of Staff's observations that the plank and timber underpass was closed off through the Feeder Road and up to the Feeder Canal Bank (south side).

It is noteworthy to mention that the ensuing months of April, May & June, 1996 have brought record rainfalls during which time(s) the drainage area(s) in question have been monitored with observations similar to those previously noted. Staff will continue to monitor the situation and keep Council informed should any problems arise.

Dean Ostryhon,
Works Superintendent

APPENDIX “C”

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Client Name

2021 Structure Inspection Program - Rehabilitation/Replacement Needs

Structure Name	Feeder Road Siphon Culvert	ID Number	N/A
Classification	<input type="checkbox"/> Bridge <input type="checkbox"/> Structur <input checked="" type="checkbox"/> Culvert <input checked="" type="checkbox"/> Municip	Previous ID Number	N/A
Location	0.7km east of Hwy. 3	Number of Spans	1
Structure Type	RF	Span Lengths (m)	2.5
Yr Constructed	c.1910	Deck Area (m2)	123
Yr Rehabilitated	Unknown	Load Posting	None.
Inspection Date	26-Aug-21	Current AADT	Unknown
Previous Inspection	Unknown	Date AADT	
Next Inspection	2025	Board Order/ Agreement	<input type="checkbox"/>

Effects of Deterioration

Feeder Road East on the south side of the structure is asphalt paved and is generally in good condition with areas of longitudinal and transverse cracking, and light settlement along the south edge of the roadway. Clarendon Street East on the north side is gravel and is generally in good condition with light rutting. There is steel beam guiderail on the south side of Feeder Road East (south roadway) with extruders at both ends which are in good condition. The feeder canal over the structure appears to be functioning properly with built up vegetation in the canal and along the banks. The bridge deck soffit is generally in fair to good condition with areas of narrow cracking, active leakage, rust staining, and efflorescence, especially at the construction joints extending into the abutment sidewalls. There are isolated areas of medium to severe scaling. There is a isolated small delamination in the soffit at the north end of the structure. The headwall at the south end is in fair condition and appears to have separated from the top of the culvert and shifted approximately 50mm to the south. There is no headwall on the north side of the structure. The south fascia is in fair condition with areas of medium concrete disintegration. The north fascia is generally in good condition. The concrete abutment sidewalls are in fair condition with areas of severe spalling and concrete disintegration, most notably at the centre of the structure. There are large block-outs in the abutment walls with exposed corroded reinforcing steel. The concrete wingwalls are in fair to poor condition with areas of wide cracking and medium to severe scaling. There is a very wide vertical crack in the northeast wingwall with exposed reinforcing steel. There is a concrete weir approximately 5 metres south of the structure in fair condition. It appears that sections of the concrete weir have been removed at some time in the past. The vegetated south side slope is in fair to poor condition and appears to be slipping. There appears to be an old retaining wall half way up the side slope that is in poor condition. The vegetated north side slope is in fair condition.

Recommendation

We recommend rehabilitating the structure in 1-5 Years. Minimum rehabilitation work would include concrete patch repairing the abutment sidewalls, soffit, and wingwalls, and reconstructing the south side slope and headwall.

General Overall Condition	Fair	Priority Rating	1-5 Years	Current BCI	67
Estimated Total Cost	\$368,000.00	Implementation Ranking	Medium	Previous BCI	

Tuesday, August 31, 2021

Client Name

2021 Structure Inspection Program - Rehabilitation/Replacement Needs

Structure Name Feeder Road Siphon Culvert

ID Number

N/A

Recommended Rehabilitation

RSP - Rehabilitate Superstructure

RSB - Rehabilitate Substructure

MIS - Miscellaneous - Other Work

Reconstruct south side slope

Engineering Cost

Engineering - RSP, RSB, MIS \$48,000.00

\$0.00

Sub Total \$48,000.00

Construction Cost

Concrete Patch Repairs - RSP, RSB \$300,000.00

Reconstruct south side slope - MIS \$20,000.00

\$0.00

\$0.00

\$0.00

Sub Total \$320,000.00

Total \$368,000.00

Additional Notes

The rigid frame concrete structure acts as a siphon to carry the drainage channel / creek under the feeder canal and Clarendon Street E and Feeder Road E.

Client Name

2021 Structure Inspection Program - Rehabilitation/Replacement Needs

Feeder Road Siphon Culvert

N/A



Photograph No. 1: 0017: Roadways and feeder canal over structure looking west.



Photograph No. 2: 0040: South elevation looking north.

Tuesday, August 31, 2021

Bridge Management Database: Developed jointly by The Town of Fort Erie and ELLIS Engineering Inc.

Version 2.1

Client Name

2021 Structure Inspection Program - Rehabilitation/Replacement Needs

Feeder Road Siphon Culvert

N/A



Photograph No. 3: 0060: Interior of structure looking south.



Photograph No. 4: 0066: Spalling and concrete deterioration in west abutment sidewall at centre span.

Tuesday, August 31, 2021

Bridge Management Database: Developed jointly by The Town of Fort Erie and ELLIS Engineering Inc.

Version 2.1

DRAINAGE STAFF REPORT

DSR-018/2021

TO: Mayor Gibson & Members of Council

FROM: Mark Jemison, Drainage Superintendent

DATE OF MEETING: December 7, 2021

SUBJECT: Casey Drain and Casey Drain North Extension Follow up

RECOMMENDATION(S):

THAT Drainage Staff Report DSR-018/2021 respecting the Casey Drain and Casey Drain North Extension be received;

AND THAT Council appoint R.J. Burnside & Associates Ltd. under the *Drainage Act* to undertake an improvement project for the Casey Drain and Casey Drain North Extension

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:

In response to DSR-007/2021, staff contacted engineering firms to discuss management options for the Casey Drain and Casey Drain North. The firms identified two recommendations: pursue a Section 78 Improvement project or a Section 10 Preliminary report. Staff recommend undertaking an improvement project to update and modernize the Casey Drain watershed.

BACKGROUND:

Most recently updated in 1949, the Casey Drain provides drainage for lands from Concession 1 Road/Highway 3 in the area of Ostryhon corners to Lake Erie bounded between Daley Ditch Road in the west to Golf Course Road in the East.

The Township receives regular inquiries and complaints about the Casey Drain system from residential, agricultural and commercial property owners. Staff have met and spoken with property owners on numerous occasions about the drain improvement process, but no owners have formally initiated steps under the *Drainage Act* to undertake an improvement project.

Maintenance is required on the Casey Drain, but cannot be completed based on the 1949 report.

Following Council's direction in March 2021, Staff spoke with qualified drainage engineers (Headway Engineering, K. Smart, R.J. Burnside & Associates Ltd. and Spriet Associates) to identify a solution for the management of the Casey Drain watershed. Engineers recommended pursuing a Section 78 Engineer's Report update or a Section 10 Preliminary Report.

Section 78 updates include public consultation and an opportunity for property owners to make improvement requests and update assessment schedules. Section 78 projects include physical construction and are eligible for grant funding from the Ministry of Agriculture, Food and Rural Affairs. The Township has undertaken numerous Section 78 reports in recent years to update and improve existing municipal drains.

Under Section 10 of the Drainage Act, preliminary drainage reports are only preliminary in nature and do not include any physical construction. The reports include preliminary contributing watershed plan, suggested construction options/alternatives, estimated total construction cost, estimated applicable allowances and possible grants. The preliminary report was highlighted by engineers as a way to evaluate the varying options for the Lake Erie outlet.

Following the preliminary report, Council would then have the opportunity to appoint an engineer to undertake an improvement project which would include physical construction.

Staff recommend undertaking a Section 78 improvement project to re-establish bench marks and modernize the assessment schedule to facilitate drain maintenance. Through the *Drainage Act*, public consultation process landowners would have the opportunity to request improvements to benefit their properties including the Lakeshore area.

At its meeting of November 22, 2021, the Drainage Advisory Committee (DAC), through Resolution No. DAC-003-2021, supported the Drainage Superintendent in preparing a report for Council consideration, recommending under the Drainage Act, that a Section 78 be completed to improve the Casey Drain/Casey Drain North.

OPTIONS/DISCUSSION:

1. Council appoint *R.J. Burnside & Associates Ltd.* for the preparation of a Section 78 Engineer's report under the Drainage Act for the Casey Drain and Casey Drain North Extension (Recommended)
2. Council appoint *R.J. Burnside & Associates Ltd.* for the preparation of a Section 10 Preliminary Report under the Drainage Act for the Casey Drain and Casey Drain North Extension (not recommended)
3. Do not move forward with updating the Casey Drain, Township limited in maintenance and assessment options moving forward (not recommended).

FINANCIAL CONSIDERATIONS:

The Township will be required to carry the costs of the project until the engineering update is completed and the costs are allocated to the appropriate property owners in accordance with the Drainage Act.

Final actual costs to the Township will only be those assessed to the roads and lands of the Township identified in the report for any maintenance or improvements completed on the drain as outlined in the Section 78 report. A Section 78 engineering report is 100% billable and eligible for grant from OMAFRA. Final costs to the Township would only be those assessed to the roads and lands of the Township which are identified in the report, as per the *Drainage Act, R.S.O. 1990*.

OTHERS CONSULTED:

- 1) Drainage Advisory Committee
- 2) SLT
- 3) Drainage Superintendent's Association of Ontario

ATTACHMENTS:

1. Casey Drain Mapping

Respectfully submitted by,

Reviewed by:

Mark Jemison
Drainage Superintendent

Richard Nan
Manager of Operations

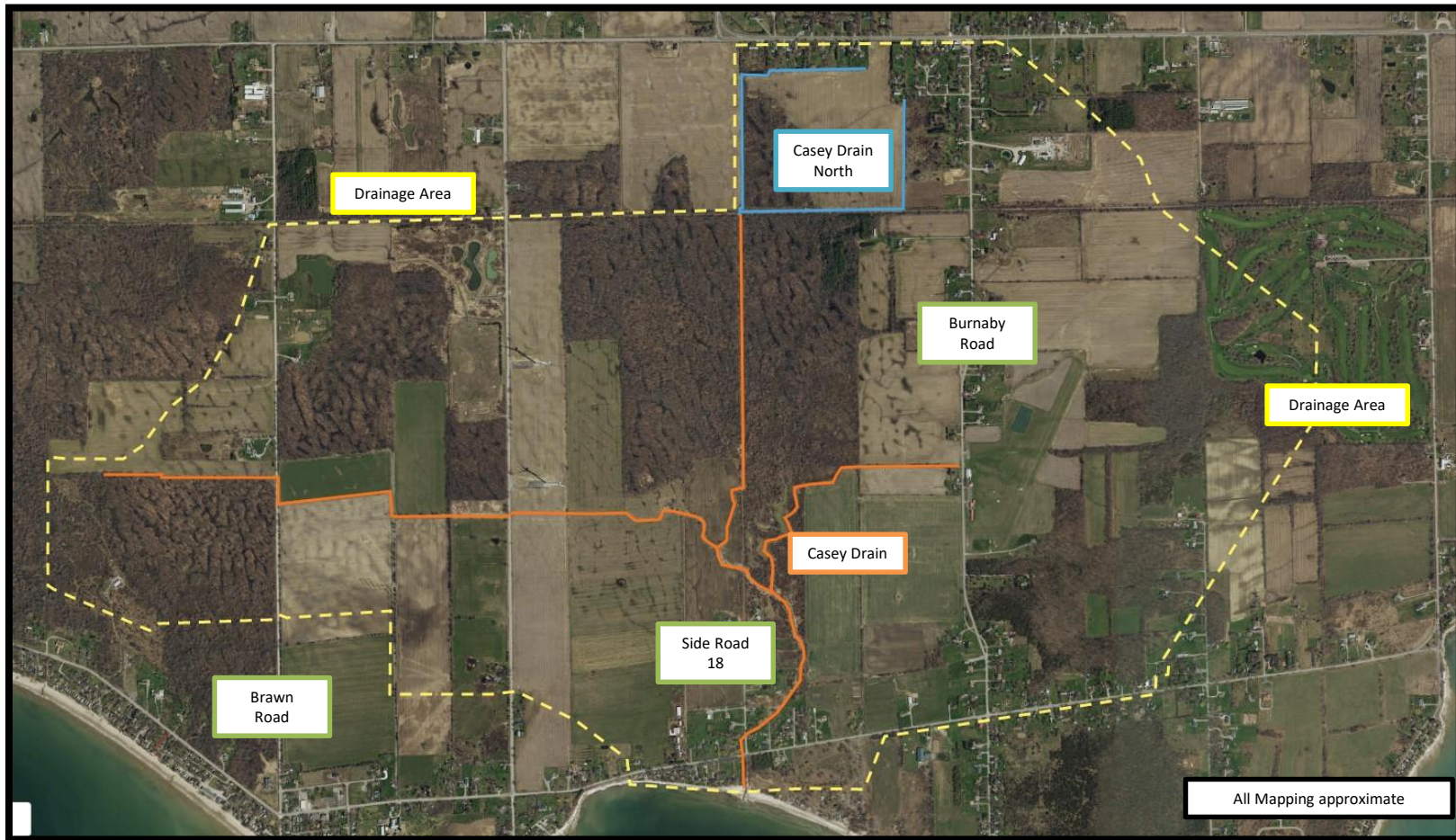
Approved by,

William Kolasa
Chief Administrative Officer

APPENDIX “A”

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Casey Drain Mapping



Casey Drain



6.26.19 – Outlet
obstructed with
sand



8.1.17 – Outlet
obstructed with
Sand



Casey Drain



11.23.27 Outlet Obstructed with Sand



Casey Drain



Dry Weather – Side
Road 18



Outlet blocked,
Upstream flooding –
Feb 2021



Casey Drain



Storm Surge 4.4.2018



FIRE STAFF REPORT

FSR-014/2021

TO: Mayor Gibson & Members of Council

FROM: M. Alcock, Fire Chief/CEMC

DATE OF MEETING: December 7, 2021

SUBJECT: Request for Proposal for Project Management services for the construction of Wainfleet Fire & Emergency Services Central Station

RECOMMENDATION(S):

THAT Fire Staff Report FSR-014/2021 respecting the Request for Proposal for Project/Construction Management (RFP-FS-STN-2020-001) be received;

AND THAT Council authorize the Mayor and Clerk to enter into an agreement with for Project Management Services for the Construction of Wainfleet Fire & Emergency Services Central Station;

AND THAT staff be directed to proceed with the issuance of a Construction Tender following a final review of the tender package by the selected Project Manager, with the Tender results returned to Council for consideration of award.

EXECUTIVE SUMMARY:

This report includes a summary of process and recommendation to select a firm for Project Management Services for the Construction of Wainfleet Fire & Emergency Services Central Station project as directed by Council on October 26, 2021.

BACKGROUND:

As directed by Council on October 26, 2021, Staff prepared an RFP for Project Management services for the Construction of the Central Fire Station, and published it on the Townships Website on November 22, 2021 until December 1, 2021. Proposals were required to be submitted following a "Two Envelope" (two e-File) process which allows the committee to evaluate the proposal contents separate and unbiased from price.

Staff received questions from the various proponents and published Addenda #001 on November 30, 2021 and Addenda #002 on November 30, 2021.

A single proposal was submitted within the stipulated timeframe.

An Evaluation Committee completed an evaluation of the proposal based on the following Criteria:

1. **Mandatory Submission Requirements**

2. **Qualifications, Expertise and Performance on Similar Projects**

- Past ability to successfully complete projects within timelines & budgets
- Stability and reputation of firm.
- Qualifications of technical support staff.
- Qualifications of senior staff/project manager.

3. **Methodology & Approach**

Each proponent should describe its/their approach to fulfilling the responsibilities of this work, including:

- Understanding project requirements, implementation, and follow-up;
- Ability to meet project specifications, deliverables and objectives, construction risk management, adherence to scope, quality control, schedule and budget in fact of unknown conditions and external factors;
- Identification of project risks, management and mitigation measures;
- Change management;
- Budgeting and decision-making protocols; and
- Communications management.

4. **References**

The proponent shall provide at least two (2) references (names and contacts) relevant to the role for which the proponent is being proposed and for work that has been successfully completed by the proponent within the past seven (7) years

5. **Fees**

Fees are evaluated for completeness and efficiencies

Below is the combined scoring from the review panel of 5 (five) staff members.

Name of Proponent	Evaluation Score (Max 5000 points)	Total Bid (excluding HST)
Urban & Environmental Management Inc. (UEM Consulting)	4195	\$64,985.00

With applicable taxes, the UEM Consulting proposal will amount to \$73,433.05.

At the commencement of the Request for Proposals process, staff did also reach out to our various municipal neighbours to explore alternative options for the provision of project/construction management services. It was during this consultation with neighbouring municipalities that a potential municipal shared services opportunity was identified our Niagara West neighbour, the Town of Lincoln. More specifically, for a cost essentially comparable to that obtained through the request for proposals process, the Township could enter into an intergovernmental services contract with the Town of Lincoln to utilize the services of Lincoln's in-house project manager to provide oversight for the Wainfleet Fire & Emergency Services Central Station project.

Such a shared service opportunity would allow the municipalities to demonstrate inter-municipal cooperation, by bringing together the resources, functions, processes and skills to yield a mutually beneficial end product for both entities. The Township of Wainfleet would secure the services of an experienced project management expert (with demonstrated proficiency in the project administration of a recent Campden Firehall Construction project, as well as a variety of other significant municipal projects in that municipality) while the Town of Lincoln (and its project manager) would gain insights into an alternative municipal operating environment.

Another advantage of the Lincoln option would be availability of a full-time project management resource (during the construction phase) for the Township that could also provide support for other ongoing Wainfleet projects when full time commitment to the central station project may not be required. Staff would note that Wainfleet already participates in an ongoing shared municipal emergency management partnership with the Town of Lincoln (and Grimsby) in the form of a Niagara West Emergency Management Group which has successfully leveraged municipal resources to demonstrate successful intergovernmental cooperation in the area of emergency management. An agreement with Lincoln for project management services associated with our Central Station project could serve to extend that already-existing cooperative effort.

OPTIONS/DISCUSSION:

It has been noted by the proponent within their Risk Identification and Mitigation Strategies that the proposed budget and schedules may be at risk, and offered some recommendations to mitigate these risks include, timely decisions & approvals, and clearly defined roles and responsibilities of the approval authority (Council). At this point, the following options are available for the consideration of Council:

- 1) Council accept the proposal from Urban & Environmental Management (UEM Consulting) and authorize the Mayor and Clerk to enter into an agreement with Urban & Environmental Management (UEM Consulting) for Project Management services for the construction of Wainfleet Fire & Emergency Services Central Station, for \$64,985.00 (Not including HST); and that upon their review of the project, the Prime Consultant proceed with the final preparation and issuance of the Construction Tender to the pre-qualified contractors
- 2) Council proceed with an intergovernmental services contract with the Town of Lincoln and authorize the Mayor and Clerk to enter into an agreement with Town of Lincoln for a shared Project Management services for the construction of Wainfleet Fire & Emergency Services Central Station; and that upon their review of the project, the Prime Consultant proceed with the final preparation and issuance of the Construction Tender to the pre-qualified contractors
- 3) Council direct staff to proceed without the use of an external project manager, and that the Prime Consultant proceed with the final preparation and issuance of the Construction Tender to the pre-qualified contractors.

FINANCIAL CONSIDERATIONS:

In April 2019, Council approved Phase 1: Land Acquisition, Preconstruction studies and Design/Engineering budget of \$850,000.00. In March 2020, Council approved Phase 2: Construction budget of \$4,500,000.00. For a combined estimated project total of \$5,350,000.00.

The table below provides a budget variance for Phase 1 that was approved in 2019. Many items have been transferred into Phase 2 – Construction project which results in a balance remaining. While unbudgeted, the costs associated with Project Management can be carried within the remaining Phase 1 balance and not impact Phase 2.

Description	Estimate	Expenses to Date	Unspent Balance	Notes
Purchase property	\$ 450,000.00	\$ 450,000.00	\$ 0.00	Completed
Survey	\$ 2,000.00	\$ 3,133.00	\$ 1,367.00	Completed
Topographical	\$ 2,500.00			Completed
Geotechnical Survey	\$ 10,000.00	\$ 11,091.00	-\$ 1,091.00	Completed
Traffic Impact Study	\$ 10,000.00	\$ 2,485.00	\$ 7,515.00	Completed
Hydrological Study for well/Potable Water engineering	\$ 20,000.00	\$ -	\$ 20,000.00	Included in Architect & Engineering
Storm Water/Floor Drain Water Management	\$ 20,000.00	\$ -	\$ 20,000.00	Included in Architect & Engineering
Drainage Engineering	\$ 10,000.00	\$ -	\$ 10,000.00	Included in Architect & Engineering
Tree Removal	\$ 3,000.00	\$ 4,089.00	-\$ 1,089.00	Completed
Fire Pond - Water Source	\$ 7,000.00	\$ -	\$ 7,000.00	Included in Construction Project
Barn Renovation	\$ 30,000.00	\$ 17,475.00	\$ 12,525.00	TBD
Demolition of House	\$ 10,000.00	\$ -	\$ 10,000.00	Included in Construction Project
Temporary Electrical work	\$ 3,000.00	\$ -	\$ 3,000.00	Included in Construction Project
Signage	\$ 2,000.00	\$ -	\$ 2,000.00	To be completed
RFP for Design Architect & Engineer (Estimated 8% of project costs)	\$ 270,500.00	\$ 274,500.00	-\$4,000.00	Approved Contract
Total Estimated Phase 1 Project Costs	\$ 850,000.00	\$ 762,773.00	\$ 87,227.00	BALANCE

OTHERS CONSULTED:

- 1) RFP Evaluation Committee
- 2) Strategic Leadership Team
- 3) Deputy Fire Chief

ATTACHMENTS:

- None

Respectfully submitted by,

Approved by,

Morgan Alcock
Fire Chief/CEMC

William Kolasa
Chief Administrative Officer

PLANNING STAFF REPORT

PSR-012/2021

TO: Mayor Gibson & Members of Council

FROM: Sarah Ivins, Planner

DATE OF MEETING: December 7, 2021

SUBJECT: Update on the Disposal of the Abandoned Rail Corridor

RECOMMENDATION(S):

THAT Planning Staff Report PSR-012/2021 be received; and

THAT staff continue to process applications for the disposal of the abandoned railway corridor under the current policy and procedure; and

THAT the draft by-law attached as Appendix "D", be adopted.

EXECUTIVE SUMMARY:

At the August 3, 2021 Council Meeting, Council deferred consideration of a memo and by-law regarding the disposal of part of the abandoned rail corridor and directed staff to come back with information on alternative uses of the rail corridor lands, specifically the feasibility of creating residential building lots.

This report provides information regarding the current policy for the disposal of the rail corridor lands, a status update on available lands as well as outstanding transactions and discussion regarding potential lot creation for residential use.

BACKGROUND:

In 1997 the Township acquired the abandoned rail corridor that runs west to east from Wainfleet Dunnville Townline Road to Deeks Road South between Forks Road/Highway #3 and Willford Road in Concession 5. The abandoned rail corridor is shown in Appendix "A".

In 2010 Council deemed these lands surplus to the Township's needs and had the rail corridor surveyed with the intent of selling sections to adjacent landowners for the cost of \$1. The section of the abandoned rail corridor is required to merge with the adjacent parcel and no new lots are to be created. The survey divided the abandoned rail corridor into 18 reference plans, totalling 144 parts.

Adjacent landowners are required to submit an application form along with the \$1,000.00 application fee, which covers Township costs for processing the application. Upon closing of the transaction, the applicants are required to pay their proportionate share of the survey costs (with interest) and their own legal fees. In order to complete

the transaction, a by-law that authorizes the Mayor and Clerk to execute the necessary documents is required to be adopted. Township staff have periodically sent letters to adjacent landowners to advise them of the available lands and the process to acquire them. This has contributed to the success of the program and has resulted in 87.5% of the abandoned rail corridor being transferred to private ownership.

At the August 3, 2021 Council Meeting, staff presented a memo and a by-law regarding applications from 2484355 Ontario Limited (File No. LD04/2021) and David John Breukelman (File No. LD05/2021) for Parts 7, 8, 9 and 10 on Reference Plan 59R-14253. Council deferred consideration of the memo and by-law and directed staff to come back with options on alternative uses of the abandoned rail corridor lands. Specifically, Council identified the possibility of creating lots that could be used as a residential building lot.

Appendix "B" contains a list of available lands and a list of outstanding transactions. Staff note that the available lands represent 12.5% of the abandoned rail corridor.

OPTIONS/DISCUSSION:

The abandoned rail corridor is located within the prime agricultural area within Provincial, Regional and Township planning policies. Prime agricultural areas are areas where prime agricultural lands predominate. This includes areas of prime agricultural lands (specialty crop areas and/or Canada Land Inventory Class 1 – 3 lands), associated Canada Land Inventory Class 4 – 7 lands and additional areas where there is a local concentration of farms which exhibit characteristics of ongoing agriculture. Policies encourage the use of an agricultural system approach to maintain and enhance the geographic continuity of the agricultural land base.

The creation of new residential lots in prime agricultural areas is not permitted except for a residence surplus to a farming operation. This policy was established to prevent the loss of agricultural land, to limit the impacts on agricultural operations and to reduce land use compatibility issues. For example, a one acre lot could effectively prohibit lands within 750 metres from being able to establish or expand a livestock facility. The Township is also seeing an increase in nuisance complaints for odours, dust and noise from new residents who are unfamiliar with the realities of farming and normal farm practices in Rural Areas.

There are also concerns regarding the condition of the rail corridor lands with respect to potential contamination due to its past use. There may be residual contamination along the corridor due to railroad ties being treated with chemicals such as creosote and any spilled or leaked liquids such as oil and gasoline. Under Provincial requirements, the land will need to be evaluated to determine its level of contamination. Any remediation would need to occur and a Record of Site Condition will need to be filed prior to the Township being able to issue a building permit for a dwelling. It is staff's opinion that it would not be appropriate to advertise and sell these lands as building lots until an Environmental Site Assessment and any required remediation have been completed. There is an unknown risk associated with these lands and it is difficult to understand the costs associated with potential remediation until an evaluation has occurred.

In addition to not being able to meet planning policies for lot creation within the Prime Agricultural Area and Provincial requirements for an Environmental Site Assessment for possible contamination, there are other factors that must be assessed. For discussion purposes, staff have reviewed the available lands and created eight lots. Appendix "C" provides an analysis of these lots by reviewing whether or not they comply with the minimum lot requirements under the Zoning By-law (lot frontage and lot area) and whether there are any site specific constraints that affect the feasibility of the lots to be used for a single detached dwelling. Site specific constraints include:

- compliance with the Minimum Distance Separation (MDS) guidelines for setbacks to existing livestock facilities;
- presence of a Highly Vulnerable Aquifer (HVA) requiring a hydrogeological study to assess the lot size and impact of private servicing on the aquifer;
- presence of any natural heritage features such as Provincially Significant Wetlands (PSW's), Significant Woodlands, Significant Valleylands, Fish Habitat, Hazard Lands and Niagara Peninsula Conservation Authority (NPCA) Regulated Areas (floodplains, watercourses and other evaluated wetlands);
- presence of a municipal drain and the required maintenance buffer; and
- access to an opened and improved public road.

Only one lot (Lot 6) meets the minimum lot frontage and lot area requirements under the Zoning By-law. However, it is significantly constrained due to a HVA, municipal drain and Type 2 (Important) Fish Habitat. The NPCA has also confirmed that there is a flood hazard and unevaluated wetlands on the lot. In addition to the hydrogeological study to assess impact to the HVA, a topographic survey and possible floodplain mapping to determine the extent of the floodplain as well as an evaluation by a qualified ecologist will be required to determine if there is a building envelope outside of the flood hazard and the wetland feature and its 30m buffer. It is staff's opinion that the findings of these studies are not likely to provide an adequate building envelope.

Based on this review, staff are of the opinion that a residential use of the remaining rail corridor lands does not comply with Provincial, Regional and Township land use policies and that there are no feasible lots within the remaining rail corridor lands. As such, it is staff's recommendation that current disposal procedure remain in place. Township staff will continue to monitor the available lands and ownership changes of adjacent lands in an effort to dispose of the remaining lands.

Staff recommend that the By-law attached as Appendix "D" be adopted by Council, allowing the most recent applications from 2484355 Ontario Limited (File No. LD04/2021) and David John Breukelman (File No. LD05/2021) to be completed.

FINANCIAL CONSIDERATIONS:

The current disposal process is full cost recovery. The applicants are responsible for paying a \$1,000 application fee which covers the administrative time for processing the application and preparing a by-law. The applicants are also responsible for legal costs associated with the registration and transfer as well as their proportionate share of the cost of the survey (with interest).

There is an elevated risk with pursuing evaluation of the remaining corridor lands to confirm their ability to be divided into residential building lots. The required studies will be an upfront cost to the Township and their findings may not support lot creation.

OTHERS CONSULTED:

- 1) Dave Methot, Chief Building Official
- 2) Niagara Peninsula Conservation Authority

ATTACHMENTS:

- 1) Appendix "A" – Abandoned Rail Corridor Location Map
- 2) Appendix "B" – Available Lands & Outstanding Transactions
- 3) Appendix "C" – Draft By-law

Respectfully submitted by,

Reviewed by,

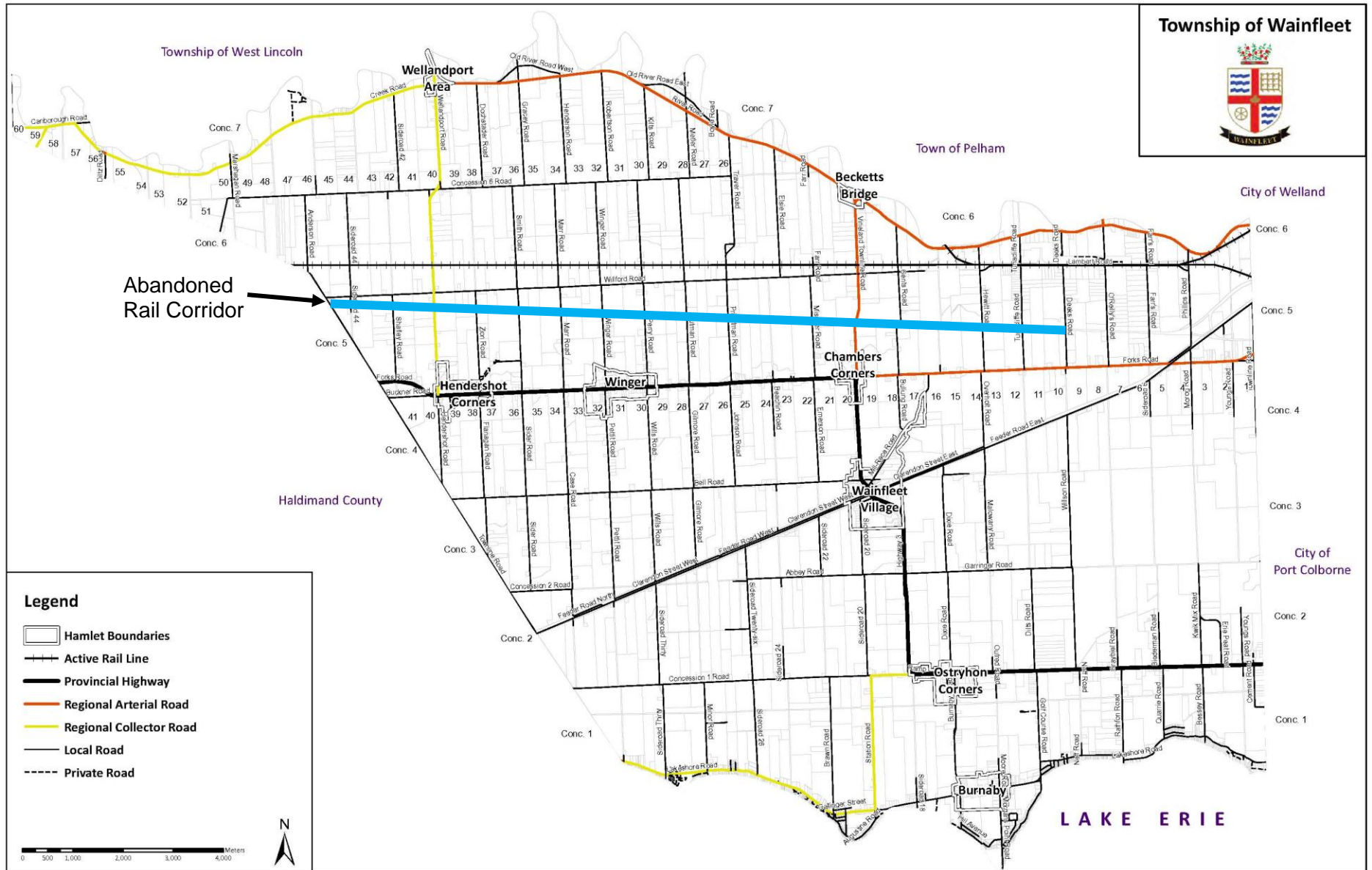
Sarah Ivins
Planner

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

Approved by,

William J. Kolasa
Chief Administrative Officer

APPENDIX "A"



APPENDIX “B”

Available Lands

Reference Plan	Part No.	Area (m ²)	Area (acres)	Frontage (m)
59R-14244	11	2,559.1	0.63	14.548
59R-14244	12	2,558.8	0.63	15.298
59R-14245	3	5,614.7	1.39	0
59R-14245	4	5,635.5	1.39	0
59R-14245	5	587.1	0.15	15.289
59R-14245	6	568.3	0.14	15.289
59R-14252	1	3,087.8	0.76	15.289
59R-14252	2	3,087.8	0.76	15.289
59R-14256	5	2,604.3	0.64	12.236
59R-14256	6	2603.2	0.64	12.236
59R-14257	1	4,901.8	1.21	12.236
59R-14257	2	4,905.8	1.21	12.236
59R-14258	5	9,611.3	2.38	32.400
59R-14258	6	9,606.5	2.37	32.416
59R-14259	1	5,035.9	1.24	12.230
59R-14259	2	5,038.6	1.25	12.230

Outstanding Transactions

Reference Plan	Part No.	Applicant	Status
59R-14246	5	Dykstra	By-law adopted, applicant estate issue to be dealt with before completing the transaction.
59R-14247	2	Ross	By-law adopted, waiting for applicant to complete transaction.
59R-14255	1	Mann	By-law adopted, waiting for applicant to complete transaction.
59R-14255	2	Wohlschlagel	By-law adopted, waiting for applicant to complete transaction.
59R-14253	7,8,9	Breukelman	Council deferred consideration of the by-law (August 2021).
59R-14253	10	2484355 Ontario Ltd.	Council deferred consideration of the by-law (August 2021).

APPENDIX “C”

Feasibility Analysis of Available Lands for Residential Building Lots

Lot No. ¹	Reference Plan	Part No.	Combined Area		Frontage (m)	ZBL Compliance? ²		Area Specific Constraints			
			(m ²)	(acres)		Area	Frontage	MDS ³	HVA ⁴	Natural Heritage ⁵	Other
1	59R-14244	11 & 12	5,117.9	1.26	30.56	X	X	✓	X	X	Frontage on an unopened road allowance
2	59R-14245	3,4,5,6	12,405.6	3.07	30.58	✓	X	✓	X	✓	
3	59R-14252	1,2	6,175.6	1.53	30.58	X	X	✓	X	X	
4	59R-14256	5,6	5,207.5	1.29	24.47	X	X	✓	✓	✓	
5	59R-14257	1,2	9,807.6	2.42	24.47	X	X	X	✓	✓	
6	59R-14258	5,6	19,217.8	4.75	64.82	✓	✓	X	✓	✓	North Forks Drain runs through the southern portion of the lot.
7	59R-14259	1,2	10,074.5	2.49	24.46	✓	X	X	✓	X	
8	59R-14253	7,8,9,10	12,499.6	3.09	30.58	✓	X	✓	✓	X	

1. Lot number assigned for discussion purposes only. These “lots” have not been created.
2. Compliance with the minimum lot area (1 hectare/2.47 acres) and minimum lot frontage (46 metres) requirements under Zoning By-law 034-2014.
3. Minimum Distance Separation (MDS) – may not comply with the MDS setbacks from existing livestock facilities in the area.
4. Highly Vulnerable Aquifer (HVA) – requires a hydrogeological study regardless of lot size to assess impact of private servicing on the aquifer.
5. Natural heritage features include Provincially Significant Wetlands (PSW), Significant Woodlands, Significant Valleylands, Fish Habitat, Hazard Lands and Niagara Peninsula Conservation Authority (NPCA) Regulated Areas.

Lands deferred by Council at the August 3, 2021 Council Meeting. These lands are not marked as available lands in Appendix “B”.

APPENDIX “D”
THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET
BY-LAW NO. 0XX-2021

Being a by-law to authorize the transfer by the Corporation of the Township of Wainfleet in favour of applicants for the abandoned rail corridor as set out in Schedule “A” attached hereto.

WHEREAS Sections 8 and 11 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, permit a municipality to pass by-laws in accordance with the Act;

AND WHEREAS certain lands within the Township conveyed by Canadian National Railway to the Township by Transfer registered January 15, 1997, as instrument RO719089;

AND WHEREAS such lands do not comprise part of the Public Highway and are deemed surplus by the Township of Wainfleet;

AND WHEREAS the Applicants listed in Column 1 of attached Schedule “A” have applied to acquire such lands from the Township as they abut the Applicant’s lands;

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

1. **THAT** those lands set out in Column 3 of Schedule “A” hereto be conveyed by the Corporation of the Township of Wainfleet in favour of the Applicants therefore set out in Column 1 of Schedule “A” hereto as the adjoining land owners pursuant to the resolution of the Corporation of the Township of Wainfleet.
2. **THAT** in each case, the lands are to be conveyed to an abutting land owner such that the parcels will merge pursuant to the Planning Act of Ontario and no new parcels of land are created thereby.
3. **THAT** the Mayor and the Clerk of the Corporation of the Township of Wainfleet are hereby authorized to sign or execute such deeds or other documents as may be necessary to effect such conveyances.
4. **AND THAT** the Corporation of the Township of Wainfleet accept the sum of \$1.00 for each parcel together with the Township’s costs including the proportionate share of the survey costs and reimbursement of the Township’s legal costs in connection with such transfer.

BY-LAW READ AND PASSED THIS 7TH DAY OF DECEMBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

SCHEDULE "A" TO BY-LAW NO. 0XX-2021

PURCHASER	PURCHASER'S PROPERTY	LANDS AVAILABLE TO BE SOLD
2484355 Ontario Limited	PT LT 31, CON 5 PIN 64007-0013	PT 10 59R14253
David John Breukelman	PT LT 31, CON 5 PIN 64007-0120	PT 7, 8 & 9 59R14253

TO: Mayor Gibson & Members of Council

FROM: Sarah Ivins, Planner

DATE OF MEETING: December 7, 2021

SUBJECT: Condominium Agreement and Final Approval of Draft Plan of Condominium P01/2014W (Lakewood Beach Properties Ltd.)

RECOMMENDATION(S):

THAT Planning Staff Report PSR-013/2021 be received; and

THAT the by-law attached as Appendix “B” be adopted by Council to authorize the Mayor and Clerk to execute the condominium agreement with Lakewood Beach Properties Ltd.; and

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

THAT staff be authorized to grant final approval upon execution of the condominium agreement; and

THAT staff be directed to bring forward a by-law to remove the holding provision on the subject property upon execution and registration of the condominium agreement.

EXECUTIVE SUMMARY:

The purpose of this report is to obtain a Council decision regarding final approval of draft plan of condominium, File No. P01/2014W (Lakewood Beach Properties Ltd.) and to authorize a condominium agreement in order to control development of the subject lands.

BACKGROUND:

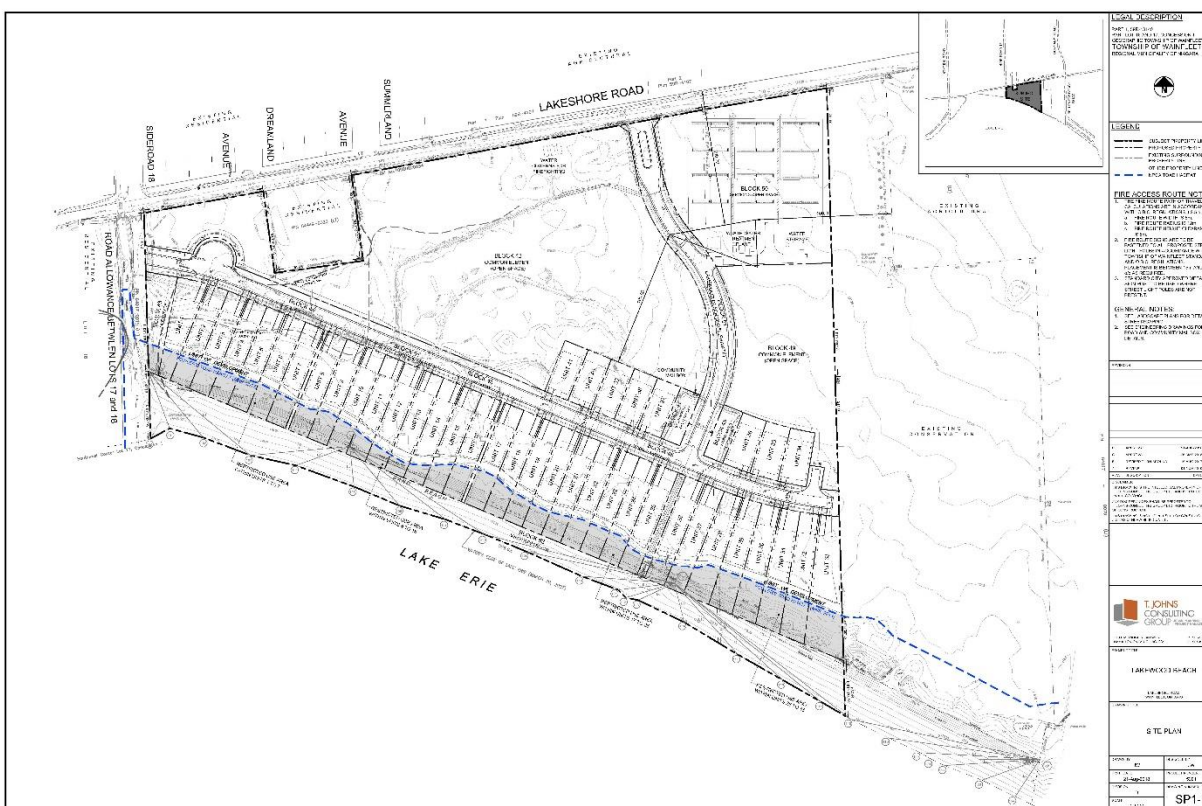
The subject lands are located on the south side of Lakeshore Road between Side Road 18 and Bellevue Beach Road and are known municipally as 11705 Lakeshore Road.

The draft plan of condominium (File No. P01/2014W), shown in Figure 1, was approved by Council on July 18, 2017. The draft plan comprises an area of approximately 14.3 hectares and proposes to create 41 units and 11 common element blocks as follows:

- Units 1 – 41 for residential development (single detached dwellings);
- Blocks 42 – 43 for open space;

- Blocks 44 – 46 for beach access;
- Blocks 47 – 48 for stormwater management and open space;
- Block 49 – 50 for open space;
- Block 51 for a private road;
- Block 52 for the beach.

Figure 2 – Draft Plan of Condominium



As part of the draft approval for File No. P01/2014W, there are 61 conditions of draft approval that are to be completed within three years of the draft approval (lapsing date being July 18, 2020). However, appeals were received for both the draft plan of condominium and zoning by-law amendment approvals which altered the approval date and subsequent lapsing date. The appeals were withdrawn and the three year lapsing date for final approval was determined to be March 22, 2021. At the February 16, 2021 Council meeting, Council approved a one year extension to the lapsing date until March 22, 2022.

OPTIONS/DISCUSSION:

The developer (Lakewood Beach Properties Ltd.) and their consultant (T. Johns Consulting Group) have been working to address the 61 conditions imposed by the Township. All of the 61 conditions imposed on the draft approval have been, or will be, fulfilled. A chart listing the 61 conditions along with staff comments is attached as Appendix "A".

Condominium Agreement

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

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

There have been no changes between the draft plan of condominium and the final plan of condominium, other than the change noted in Condition 1. It is staff's opinion that the plan is in conformity with the approved draft plan.

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

Staff engaged WeirFoulds LLP to complete a review of the draft condominium agreement which was prepared by Township planning and legal staff in consultation with the developer. The independent review noted very few areas of substantive concern. The recommended changes were made, resulting in the final agreement.

Amendment to Road Names By-law

Once the plan of condominium is registered, two new private roads will be created. Staff have approved the names Lakewood Beach Drive and Sandy Lane as they comply with the road naming policies contained within the Township's Municipal Addressing Policy. To formalize the approved names, an amendment to Schedule "A" of By-law 042-2010, being a by-law to adopt municipal and private road names in the Township of Wainfleet, is required. The amending by-law is attached as Appendix "C".

Removal of Holding Provision

The subject lands are zoned Residential Lakeshore – RLS.C15-36(H). The holding provision (H) may be removed following approval of:

- a) a site plan agreement or condominium agreement and a municipal responsibility agreement for the water supply and sewage disposal systems;
- b) a stormwater management plan, grading plan and drainage plan satisfactory to the Township and the Niagara Peninsula Conservation Authority;
- c) a landscaping plan and tree preservation plan satisfactory to the Township;
- d) an environmental impact statement with habitat preservation plans satisfactory to the Township and Regional Municipality of Niagara;

- e) a geotechnical study for the proposed water supply and sewage disposal systems satisfactory to the Township and Ministry of Environment;
- f) environmental site assessments satisfactory to the Township and Ministry of Environment;
- g) a transportation impact study satisfactory to the Township; and
- h) parkland dedication satisfactory to the Township.

Items b) through h) have been satisfied and appropriate documentation and clearances have been received. Item a) will be satisfied once the condominium agreement has been executed (the Municipal Responsibility Agreement has already been executed).

Staff will bring forward a by-law at a later date to remove the holding on the subject lands. This will occur once the condominium agreement has been executed and registered. Notice of the intention to remove the holding provision will be given to the prescribed agencies in accordance with the *Planning Act*, R.S.O. 1990, c. P.13 and Ontario Regulation 545/06. Staff note that this is not a public process and no public meeting is required.

FINANCIAL CONSIDERATIONS:

Schedule F of the Condominium Agreement (Estimated Costs of Works to be Constructed by the Developer and Securities Summary) outlines the required cash payments and securities. The required payments and securities will be provided by the developer upon execution of the agreement.

OTHERS CONSULTED:

- 1) Strategic Leadership Team
- 2) Township Legal

ATTACHMENTS:

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

Respectfully submitted by,

Reviewed by,

Sarah Ivins
Planner

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

Approved by,

William J. Kolasa
Chief Administrative Officer

APPENDIX “A” – Conditions of Approval Chart

No.	Condition	Agency Approval	Status	Staff Comments
Draft Plan				
1	That prior to final approval of the Draft Plan of Condominium, the Owner shall submit a revised Draft Plan of Condominium, to the satisfaction of Township Staff, changing “Unit 42” to “Block 42”, and identifying it as a Common Element block.	Township	Complete	A revised Draft Plan of Condominium was submitted with the required changes.
2	That this approval applies to the Lakewood Beach Draft Plan of Condominium, Part 1, 56R-13140, Lots 16 & 17, Concession 1, Township of Wainfleet, prepared by T. Johns Consulting Group Ltd., dated December 6, 2016 showing the following blocks, and a future revised plan reflecting the change in Condition #1 above: <ul style="list-style-type: none"> • Units 1-41: single detached dwelling • Unit 42: lands to be retained by applicant • Common Element Blocks <ul style="list-style-type: none"> ○ Block 43: open space ○ Blocks 44-46: walkway blocks ○ Blocks 47-48: stormwater management blocks ○ Block 49: recreation and boat storage block ○ Block 50: servicing block ○ Block 51: private road block ○ Block 52: beach block 	Township	N/A	No action required.
3	That the headings inserted in these draft plan conditions are inserted for convenience only and shall not be used as a means of interpreting these draft plan conditions.	Township	N/A	No action required – general note.
Agreements and Financial Requirements				
4	That prior to final approval, the Owner shall provide three (3) paper copies and an electronic copy of the pre-registration plan, prepared by an Ontario Land Surveyor, and a letter to the Township of Wainfleet stating how all the conditions imposed have been or are to be fulfilled.	Township	Complete	Pre-registration plans have been submitted and T. Johns Consulting has submitted a similar chart showing how conditions have been fulfilled.

No.	Condition	Agency Approval	Status	Staff Comments
5	That prior to final approval, the Owner shall submit a Solicitor's Certificate of Ownership for the Plan of Condominium land to the Township of Wainfleet prior to the preparation of the Condominium/Development Agreement.	Township	Complete	Solicitor's Certificate of Ownership and Certificate of Status for Lakewood Beach Properties Ltd. have been submitted.
6	That prior to any site alteration, the Condominium/Development Agreement between the Owner and the Township of Wainfleet shall be registered by the Municipality against the lands to which it applies in accordance with the Planning Act R.S.O. 1990, c. P.13.	Township	Complete upon registration of the agreement	Council authorization of the condominium agreement (Appendix "B") is required before registration can be completed.
7	That prior to final approval, the Owner agrees to implement the proposed landscape and streetscape features in accordance with the submitted Tree Preservation and Landscape Plans dated November 1, 2016, and provide any securities as may be required by the Township of Wainfleet. The Owner shall consult with the adjacent landowners to ensure landscaping is appropriately provided.	Township	Complete upon registration of the agreement	Condominium agreement contains appropriate clauses.
8	That prior to final approval, the Township shall be satisfied that the Condominium/Development Agreement between the Owner and the Township of Wainfleet contains provisions whereby the Owner agrees to implement and maintain the landscape and streetscape features in accordance with Condition #7 above.	Township	Complete	Condominium agreement contains appropriate clauses.
9	That prior to any site alteration, or final approval, the Owner shall submit all supporting materials, prepared by a qualified professional, as required by the Township or any applicable authority, and shall agree to implement the recommendations of the reports, studies and plans to the satisfaction of the Manager of Operations, and any other applicable authority.	Township	Complete	Condominium agreement contains appropriate clauses.
10	That this approval is for a period of three (3) years. Approval may be extended pursuant to Section 51 (33) of the <i>Planning Act R.S.O. 1990, c. P.13</i> but no extension can be granted once the approval has lapsed. If the Owner wishes to request an extension to the approval, a written explanation on why the extension is required, together with the resolution from the Region must be submitted for Township Council's consideration, prior to the lapsing date.	Township	Complete upon final approval	Council approved an extension to the lapsing date, which is March 22, 2022. Provided final approval is granted prior to this date, this condition is satisfied.

No.	Condition	Agency Approval	Status	Staff Comments
11	That if final approval is not given to this draft plan within three (3) years of the approval date, and no extensions have been granted, approval will lapse under Section 51 (32) of the <i>Planning Act R.S.O. 1990, c. P.13</i> .	Township	N/A	No action required.
12	That it is the Owner's responsibility to fulfill the conditions of draft plan approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Township, quoting file number P01-2014 and referencing the conditions that are cleared.	Township	Complete	Clearance letters have been provided.
Land Transfers and Easements				
13	That prior to final approval, the Owner agrees to deed any and all easements that may be required for access utility and drainage purposes be granted to the appropriate authorities and utilities.	Township	Complete	Required easements have been registered.
14	That the Condominium/Development Agreement include a clause protecting the right of the public to have access over Block 52, for the purposes of traversing the lands and promoting an open and connected waterfront.	Township	Complete	Condominium agreement contains appropriate clauses.
Zoning				
15	That prior to final approval, the zoning by-law amendment application (File No. Z08-2014), which reflects the layout of the draft plan of condominium has come into effect in accordance with the provisions of Section 34 of the Planning Act R.S.O. 1990, c. P.13.	Township	Complete	Appeal of Zoning Amendment Application Z08/2014W as withdrawn and zoning is now in effect.
16	That prior to final approval, the Owner shall submit to the Township of Wainfleet three (3) paper copies and an electronic copy of the proposed draft plan and a letter prepared by an Ontario Land Surveyor to confirm zoning compliance.	Township	Complete	Draft plan copies and zoning compliance letter have been submitted.
Roads				
17	That the private streets be named to the satisfaction of the Township of Wainfleet.	Township	Complete	Proposed private street names comply with the Township's road naming policy.

No.	Condition	Agency Approval	Status	Staff Comments
18	That prior to final approval, the Owner provides detailed engineering design drawings for street lighting facilities required to service the subject lands to the Manager of Operations for review and approval. Street lighting is to be provided in such a way that minimizes light pollution on neighbouring properties.	Township	Complete	Design drawings have been reviewed and approved.
19	That the Owner agrees to provide decorative street lighting to the satisfaction of the Manager of Operations.	Township	Complete	Design drawings have been reviewed and approved.
20	That prior to final approval, the Owner agrees to provide a detailed streetscape plan in accordance to the satisfaction of the Township Planner and Manager of Operations.	Township	Complete	Streetscape plan has been approved.
21	That prior to any construction taking place within the Township road allowance, the Owner shall obtain a Township of Wainfleet Temporary Works Permit. Applications must be made through the Department of Public Works.	Township	Complete upon registration of the agreement	Condominium agreement contains appropriate clauses.
22	That prior to final approval, the Owner is required to enter into a Road Use Agreement (RUA) with the Township for any construction taking place within the Township road allowance, including the construction and installation of water services along Lakeshore Road. The RUA shall be prepared to the satisfaction of the Manager of Operations and be separate from the Condominium/Development Agreement.	Township	Complete	Road Use Agreement has been executed with Clearford Water Systems who will be installing the required connection to the private water system.
Services				
23	That the Owner shall install sustainable private services in accordance with the preferred servicing alternative of the Master Servicing Study Class Environmental Assessment completed for the subject lands to the satisfaction of the Ministry of Environment and Climate Change and the Township of Wainfleet.	Ministry of Environment, Conservation & Parks (MECP)	Complete upon registration of the agreement	Municipal Responsibility Agreement with Niagara Region and the Township of Wainfleet has been executed. MECP Environmental Compliance Approval has been issued. Condominium agreement contains appropriate clauses.

No.	Condition	Agency Approval	Status	Staff Comments
24	That the Condominium/Development Agreement between the Owner and the Township of Wainfleet contain provisions whereby the Owner agrees to implement and maintain the preferred servicing alternative in accordance with Condition #23 above.	Township	Complete upon registration of the agreement	Condominium agreement contains appropriate clauses.
25	That prior to the issuance of a building permit, the Owner shall remove the existing inoperable sub-sewage system in accordance with Section 53 of the Ontario Water Resources Act (OWRA S.53) and to the satisfaction of the Township's Manager of Operations. The Owner shall agree in the Condominium/Development Agreement to notify purchasers of a former sub-sewage system on the property.	Township	Complete upon registration of the agreement	Condominium agreement contains appropriate clauses.
26	That prior to final approval, the Owner shall submit the necessary information and/or studies to demonstrate that the Long Beach Water Treatment Plant has sufficient capacity to service the subject lands, while still providing adequate service to all existing customers of the Long Beach Water Treatment Plant, to the satisfaction of the Township of Wainfleet and the Region of Niagara.	Region Township	Complete	Required studies were peer reviewed and approved by the Region and Township.
27	That prior to final approval, the Owner shall submit the necessary noise and odour studies demonstrating that the proposed Wastewater Treatment Plant will not generate any adverse impacts on surrounding sensitive uses.	Township	Complete	Required studies were peer reviewed and approved by the Region and Township.
Utilities				
28	That prior to final approval, the Owner shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities.	Township Utility Companies	Complete	Utility plan approved by utility companies and Township.
29	That prior to any site alteration, the Owner shall enter into any agreement as required by utility companies for installation of services, including street lighting, all to the satisfaction of the Township of Wainfleet. All utilities servicing the plan of condominium shall be underground. Upon installation and acceptance by the Township, streetlights and streetlight electrical supply system will be added to the Township's inventory.	Township	Complete upon registration of the agreement	Condominium agreement contains appropriate clauses.

No.	Condition	Agency Approval	Status	Staff Comments
30	That the Owner grade all road allowances as close to the final elevation as possible, provide necessary field survey information and all approved cross sections, identifying all existing and proposed utility locations prior to the installation of utilities.	Township	Complete upon registration of the agreement	Condominium agreement contains appropriate clauses.
Niagara Region Planning & Development Services Department				
31	That the following warning clause be included in the Condominium/Development Agreement and inserted in all Agreements of Purchase and Sale or Lease for all units: "The lands in the plan of condominium may be exposed to noise, odour, dust, light, vibration, smoke and flies from nearby agricultural operations that may interfere with some activities of the Owners/tenants who occupy these lands".	Region	Complete upon registration of the agreement	Regional clearance has been provided.
32	That the following warning clause be included in the Condominium/Development Agreement and inserted into all Agreements of Purchase and Sale or Lease: "The lands in the plan of condominium may be exposed to periodic emissions of unpleasant odours and noise from the normal or emergency operation of the Wastewater Treatment Plant on these lands".	Region	Complete upon registration of the agreement	Regional clearance has been provided.
33	That the following clause be included in the Condominium/Development Agreement: "Should deeply buried archaeological remains/resources be found on the property during construction activities, the Heritage Operations Unit of the Ontario Ministry of Tourism, Culture and Sport in London (519-675-7742) shall be notified immediately. In the event that human remains are encountered during construction, the Owner should immediately notify the police or coroner, the Registrar of Cemeteries of the Ministry of Small Business and Consumer Services in Toronto (416-326-8392), the Ministry of Tourism, Culture and Sport."	Region	Complete upon registration of the agreement	Regional clearance has been provided.

No.	Condition	Agency Approval	Status	Staff Comments
34	That the Owner enters into a Municipal Responsibility Agreement with the Regional Municipality of Niagara to address potential future requirements for the servicing of the site. This agreement needs to be reviewed and approved by the Region of Niagara, in consultation with the Township of Wainfleet, prior to registration of the development.	Region	Complete	Municipal Responsibility Agreement with Niagara Region and the Township of Wainfleet has been executed.
35	That prior to final approval for registration of this plan of condominium, the Owner shall submit to the Region of Niagara the required Ministry of the Environment and Climate Change Compliance Approval Certificates and approved design drawings.	Region	Complete	Regional clearance has been provided.
36	<p>That prior to approval of the final plan or any on-site grading, the Owner shall submit a detailed stormwater management plan for the condominium and the following plans designed and sealed by a qualified professional engineer in accordance with the Ministry of the Environment and Climate Change documents entitled Stormwater Management Planning and Design Manual, March 2003 and Stormwater Quality Guidelines for New Development, May 1991, or their successors to the Niagara Peninsula Conservation Authority for review and approval, with a copy provided to the Niagara Region Planning and Development Services Department:</p> <p>a) Detailed lot grading, servicing and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site;</p> <p>b) Detailed erosion and sedimentation control plans;</p> <p>c) Detailed phasing of construction of the stormwater management facility to coincide with phasing of development of residential lands (internal and external to the condominium) planned to be serviced by the stormwater management facility; and,</p> <p>d) Detailed costs to construct the stormwater management facility with benefitting area costs breakdown.</p>	Region NPCA	Complete	Regional & NPCA clearance have been provided.

No.	Condition	Agency Approval	Status	Staff Comments
37	That the Condominium/Development Agreement between the Owner and the Township of Wainfleet contain provisions whereby the Owner agrees to implement the approved plan(s) required in accordance with Condition #36 above.	Region	Complete upon registration of the agreement	Regional clearance has been provided.
38	That prior to final approval, the Owner shall ensure that all streets and development blocks can provide an access in accordance with the Regional Municipality of Niagara policy, "Requirements for Commencement of Collection for New and Redevelopments", and by-laws relating to the curbside collection of waste throughout the development.	Region	Complete	Regional clearance has been provided.
39	That the Condominium/Development Agreement between the Owner and the Township of Wainfleet contain provisions whereby the Owner and/or subsequent Owner to agree to comply with the Regional Municipality of Niagara policy "Requirements for Commencement of Collection for New and Redevelopments" and to enter into an Indemnity Agreement with the Region which is required prior to collection commencing.	Region	Complete upon registration of the agreement	Regional clearance has been provided.
Niagara Peninsula Conservation Authority				
40	That prior to final approval, the Owner submit to the Niagara Peninsula Conservation Authority for review and approval, grading, storm servicing, stormwater management, and construction sediment control drawings. All stormwater drawings are to illustrate the 100 year flood plain of the Casey Drain. Stormwater quality is required to achieve an Enhanced standard. The Niagara Peninsula Conservation Authority will require confirmation that major overland storm flows can be safely conveyed to Lake Erie without negatively impacting adjacent landowners, municipal infrastructure, or the Lake Erie shoreline.	NPCA	Complete	NPCA clearance has been provided.

No.	Condition	Agency Approval	Status	Staff Comments
41	That prior to final approval, the Owner submit to the Niagara Peninsula Conservation Authority for review and approval a site plan drawing showing the location of the 100 year flood plain for Casey Drain, as proposed in the January 8, 2010 AMEC memo, the erosion hazard limit for Lake Erie, as determined the Shoreline Hazard Assessment (prepared by Shore Plan, dated June 13, 2007), the location of all proposed buildings and structures, the location of all buffers relating to Fish Habitat, and any other information deemed necessary by the Niagara Peninsula Conservation Authority.	NPCA	Complete	NPCA clearance has been provided.
42	That prior to final approval, the Owner submit to the Niagara Peninsula Conservation Authority for review and approval engineering information to demonstrate how Block 51 (Sunny Beach Lane) will not be subjected to more than 0.3 metres of flooding by the 100 year flood plain of Casey Drain. If any portion of Block 51 is subject to more than 0.3 metres of flooding, the issue will have to be rectified otherwise the Draft Plan may need to be modified.	NPCA	Complete	NPCA clearance has been provided.
43	That the Owner apply for and obtain Work Permits from the Niagara Peninsula Conservation Authority prior to any site alteration for the following: a. Any cut/fill operation of the Casey Drain 100 year flood plain; b. Any stormwater management outlets within the Casey Drain or Lake Erie regulated area; c. Any water/sanitary service installation within the 100 year flood plain, regardless of whether the service is being installed on private or public lands; and d. Any walkways or similar structures within the Lake Erie regulated area.	NPCA	Complete	NPCA permit has been issued. NPCA clearance has been provided.
44	That prior to the issuance of a building permit, the Owner provide written confirmation that all unnecessary monitoring wells have been decommissioned in accordance with Ministry of the Environment and Climate Change Regulations, to the satisfaction of the Niagara Peninsula Conservation Authority.	NPCA	Complete upon registration of the agreement	NPCA clearance has been provided.

No.	Condition	Agency Approval	Status	Staff Comments
45	That prior to final approval, the Owner submit to the Niagara Peninsula Conservation Authority for review and approval an Environmental Management Plan, as detailed in Section 6.1.1 of the Updated Scoped Environmental Impact Study (prepared by Dillon consulting, dated July 2016) and required to demonstrate conformity with Policy 7.B.1.11 of the Regional Official Plan.	NPCA Region	Complete	NPCA clearance has been provided.
46	That sediment control and limit of work fencing be shown on the Grading Plan, in accordance with Section 6.1.7 of the Updated Scoped Environmental Impact Study (prepared by Dillon consulting, dated July 2016), to the satisfaction of the Niagara Peninsula Conservation Authority. Limit of work fencing must be maintained during the development process and all silt fencing shall be removed once work is completed and all exposed soils are re-vegetated or otherwise stabilized.	NPCA	Complete	NPCA clearance has been provided.
47	That prior to final approval, Blocks 43 and 52 and the Fowler's Toad Habitat be zoned to an Environmental Protection or Open Space category to the satisfaction of the Niagara Peninsula Conservation Authority.	NPCA	Complete.	Zoning By-law has been approved.
48	That the Owner agree to implement the requirements of the Tree Assessment Survey & Preservation Plan (prepared by John A. Morley and Associates, dated January 14, 2014 and last revised November 4, 2016), to the satisfaction of the Niagara Peninsula Conservation Authority.	NPCA	Complete upon registration of the agreement	NPCA clearance has been provided.
49	That the Owner include the following wording in the Condominium/Development Agreement between the Owner and the Township of Wainfleet: a. No fill, construction materials or equipment shall be placed beyond the limit of work fence into the buffer of Casey Drain or the buffer of Lake Erie. b. Vehicle and equipment refueling will be conducted in such a way as to prevent any spills from migrating beyond the limit of work fencing	NPCA	Complete upon registration of the agreement	NPCA clearance has been provided.

No.	Condition	Agency Approval	Status	Staff Comments
50	That Conditions 43, 44, 48 and 49 above be incorporated into the Condominium/Development Agreement between the Owner and the Township of Wainfleet, to the satisfaction of the Niagara Peninsula Conservation Authority. The Township of Wainfleet shall circulate the draft Condominium/Development Agreement to the Niagara Peninsula Conservation Authority for its review and approval.	NPCA	Complete upon registration of the agreement	NPCA clearance has been provided.
51	That vegetation removal associated with clearing, site access, and staging shall occur outside March 15 and August 31, the key breeding bird period identified by Environment Canada for migratory birds to ensure compliance with the Migratory Birds Convention Act (MBCA), 1994 and Migratory Bird Regulations (MBR). Furthermore, for any proposed clearing of vegetation within this period, a nest survey shall be completed by a qualified avian biologist prior to commencement of works to identify and locate active nests of species covered by the MBCA.	NPCA	Complete upon registration of the agreement	NPCA clearance has been provided.
Township – Operations Department - Drainage				
52	That prior to final approval, the Owner submit to the Township of Wainfleet and Niagara Peninsula Conservation Authority, for review and approval, grading, storm servicing, stormwater management, and construction sediment control drawings.	Township	Complete	Drawings have been reviewed and approved.
53	That, if determined to be required by the Township of Wainfleet, the Owner is required to enter into an Apportionment Agreement, or multiple agreements if required, for the subject lands and the adjacent residential parcel for drain maintenance costs related to the Casey Drain. A clause to this effect shall be included within the Condominium/Development Agreement, to ensure that the Owner of the lands, be it the Owner, Condominium Corporation, or other party, shall be responsible for maintenance costs.	Township	Complete upon registration of the agreement	Condominium agreement contains appropriate clauses.

No.	Condition	Agency Approval	Status	Staff Comments
Township – Fire & Emergency Services				
54	That prior to final approval, the Owner is required to demonstrate the provision of appropriate emergency access to the subject lands, to the satisfaction of the Township Fire Chief.	Township	Complete	Fire access plan has been approved.
55	That the Condominium/Development Agreement require that the Owner and/or Builder install fire sprinklers in compliance with the current edition of the applicable National Fire Protection Association Standard; NFPA 13D: Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, to the satisfaction of the Township Fire Chief.	Township	Complete upon registration of the agreement	Condominium agreement contains appropriate clauses.
56	That prior to final approval, the Owner is required to demonstrate the provision of an adequate water supply storage tank for firefighting purposes, to the satisfaction of the Township Fire Chief. The water supply system shall also be suitably designed in compliance with the current edition of the applicable standards. A reduced water supply and storage for firefighting purposes may be considered with the installation of automatic fire sprinklers in accordance with National Fire Protection Association Standard; NFPA 13D: Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured. This clause shall be included within the Condominium/Development Agreement.	Township	Complete	Water supply for firefighting purposes has been approved. Condominium agreement contains appropriate clauses.
Canada Post				
57	That prior to final approval, the Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner will then indicate these locations on the appropriate servicing plans.	Canada Post	Complete	Canada Post clearance has been received.
58	That the Owner agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential home Owners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.	Canada Post	Complete upon registration of the agreement	Canada Post clearance has been received.

No.	Condition	Agency Approval	Status	Staff Comments
59	That the Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The Owner also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected home Owners of any established easements granted to Canada Post to permit access to the Community Mail Box.	Canada Post	Complete upon registration of the agreement	Canada Post clearance has been received.
60	That the Owner will provide a suitable and safe temporary site for a Community Mail Box.	Canada Post	Complete upon registration of the agreement	Canada Post clearance has been received.
61	That the Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans: a. A concrete pad(s) (consult Canada Post for detailed specifications); and, b. Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).	Canada Post	Complete upon registration of the agreement	Canada Post clearance has been received.

APPENDIX "B"

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

Being a by-law to authorize the entering into of a
Condominium Agreement with Lakewood Beach
Properties Ltd.

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

AND WHEREAS Lakewood Beach Properties Ltd. wishes to enter into a Condominium Agreement with the Township of Wainfleet to provide for the development of a condominium in the Township of Wainfleet, Region of Niagara, Province of Ontario, Draft Plan of Condominium File No. P01/2014W;

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

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

BY-LAW READ AND PASSED THIS 7th DAY OF DECEMBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

SCHEDULE "A" TO BY-LAW 0XX-2021
LAKEWOOD BEACH CONDOMINIUM AGREEMENT
(LAKEWOOD BEACH PROPERTIES LTD.)

LAKEWOOD BEACH CONDOMINIUM AGREEMENT
LAKEWOOD BEACH PROPERTIES LTD.
(FILE NO. P01-2014)

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THIS AGREEMENT made this day of , 2021.

BETWEEN:

LAKEWOOD BEACH PROPERTIES LTD.

Hereinafter called the "Developer"

OF THE FIRST PART

- and –

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

Hereinafter called the "Township"

OF THE SECOND PART

WHEREAS the Developer warrants and represents that:

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

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

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

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

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

AND WHEREAS subsection 27 (1) of the *Development Charges Act, 1997*, permits the early payment of all or part of a development charge;

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

1. DEFINITIONS

In this Agreement:

1.1 **AGREEMENT** means this Condominium Agreement.

1.2 **BLOCK** shall mean the whole of a parcel or tract of land created by the Plan

of Condominium.

- 1.3 **BUILDER** means the person engaged by the Developer or subsequent Owner to construct a Building or any other work on the Lot.
- 1.4 **BUILDING BY-LAW** means the Building By-law No. 027-2012 passed by the Township and amended from time to time.
- 1.5 **BUILDING** means any structure which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals or chattels, and includes any structure as defined as a Building in the *Building Code Act* or in the Building By-law, but does not include any vehicles as defined herein.
- 1.6 **BUILDING PERMIT** means a permit issued by the Chief Building Official of the Township and required pursuant to the provisions of the *Building Code Act*, as amended, or any successor thereto and the Building By-law of the Township and amendments thereto.
- 1.7 **CHIEF BUILDING OFFICIAL** means the Chief Building Official of the Township as appointed by by-law of the Council, or their designate appointed pursuant to the *Building Code Act*, as amended, or any successor thereto.
- 1.8 **CLERK** means the Clerk of the Township.
- 1.9 **COMPLETION CERTIFICATE OF PRIMARY SERVICES** means the Certificate issued by the Manager of Operations upon satisfactory completion of the Primary Services for the Lands.
- 1.10 **COMPLETION CERTIFICATE OF SECONDARY SERVICES** means the Certificate issued by the Manager of Operations upon satisfactory completion of the Secondary Services for the Lands.
- 1.11 **CONDOMINIUM** means the division of a parcel of land into lesser parcels by means of a registered Plan of Condominium.
- 1.12 **CONDOMINIUM GRADE CONTROL PLAN** shall mean a plan for the purpose of controlling the overall drainage pattern through the establishment of relative surface elevations in accordance with good engineering and drainage practices as shown in Schedule "E", annexed hereto.
- 1.13 **COST OF CONSTRUCTION** means the cost of construction approved by the Manager of Operations and may include engineering fees ancillary thereto.
- 1.14 **COUNCIL** means the Council of the Corporation of the Township of Wainfleet.
- 1.15 **DEVELOPER** shall mean the applicant for the approval of a Plan of Condominium and the registered owner or owners in fee simple of the lands for which the Plan of Condominium is proposed and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.
- 1.16 **DEVELOPER'S CONSULTING ENGINEER** means the person or persons registered with the Professional Engineers of Ontario who are employed by the Developer, at its own expense, to provide engineering services for the Plan of Condominium.
- 1.17 **DEVELOPMENT CHARGES** means the development charges imposed under the Township's Development Charge By-law No. 050-2016 or any successor by-law, as prescribed by the *Development Charges Act, 1997*, as amended, or any successor thereto.
- 1.18 **EASEMENTS** shall mean the easements described in Schedule "D" annexed hereto, which forms part of this Agreement.
- 1.19 **FINAL DEFAULT** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the Township, as

provided in Section 40 hereof.

- 1.20 **FINAL CERTIFICATE OF COMPLETION OF SERVICES** means the certificate issued by the Manager of Operations certifying that all Works required by this Agreement are acceptable to the Township.
- 1.21 **FRONT LOT LINE** means the front lot line as defined in the Township's Zoning By-law No. 034-2014, as amended, or any successor thereto.
- 1.22 **FRONT WALL, DWELLING** shall mean the foremost wall facing the FRONT LOT LINE other than the FRONT WALL, GARAGE for the purposes of applying the Township's Zoning By-law No. 034-2014 as amended, or any successor thereto.
- 1.23 **FRONT WALL, GARAGE** shall mean the wall containing the overhead door for the purposes of applying the Township's Zoning By-law No. 034-2014 as amended, or any successor thereto.
- 1.24 **GRADING CONFORMANCE CERTIFICATE** means the Certificate identified in Section 29 hereof.
- 1.25 **LANDS** mean the lands described in Schedule "A" annexed hereto, and forming part of this Agreement.
- 1.26 **LETTER OF CREDIT** means a standby municipal, irrevocable Letter of Credit issued by a major chartered bank or credit union, posted with the Township pursuant to the terms of this Agreement. The Letter of Credit shall be in form satisfactory to the Township and shall contain a clause that automatically renews it from year to year, unless the Township gives written notice that it does not require the Letter of Credit to be renewed.
- 1.27 **LETTER OF OCCUPANCY** means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling, as required by Section 37 hereof.
- 1.28 **LOCAL IMPROVEMENT** shall include utilities, fencing, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the *Local Improvements Act* or the *Municipal Act*, as amended, or any successor thereto.
- 1.29 **LOT** shall include all units created by the registration of the declaration and description for the vacant land condominium on the Lands as well as a lot as defined in Township's Zoning By-law No. 034-2014, as amended, or any successor thereto
- 1.30 **LOT FRONTAGE** means lot frontage as defined in Township's Zoning By-law No. 034-2014, as amended, or any successor thereto.
- 1.31 **LOT GRADING DEPOSIT** means a deposit of security as specified in Section 30 hereof.
- 1.32 **LOT GRADING PLAN** means a drawing showing grades, swales, and drainage patterns and may include catch basins and floor heights in relation to grades for each individual Lot or Block in the Plan of Condominium.
- 1.33 **MAINLINE** means when referring to water and sanitary sewer mains, supply mains, excluding laterals.
- 1.34 **MANAGER OF OPERATIONS** means the Manager of Operations for the Township, or their designate.
- 1.35 **ONTARIO LAND SURVEYOR** means a surveyor commissioned by the Province of Ontario and qualified to establish monuments that define the boundaries of a parcel or parcels of land and to prepare all necessary reference plans and surveys for the purpose of the Agreement.

- 1.36 **OWNER** means the applicant for a Building Permit for one of the Lots or Blocks and includes the person on whose behalf an application for a Building Permit is made.
- 1.37 **PARTY** shall mean a party to the Agreement and the successors or permitted assigns.
- 1.38 **PLAN OF CONDOMINIUM** means the Plan of Condominium of the Lands described in Schedule "A" approved for registration by the Township and registered on title pursuant to the provisions of the *Planning Act*.
- 1.39 **PLANNER** means the Planner for the Township, or their designate.
- 1.40 **PLANS** mean all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Manager of Operations prior to execution of this Agreement by the Township.
- 1.41 **PRE-SERVICING** means the installation of Works prior to registration of this Agreement.
- 1.42 **PRIMARY SERVICES** means all private utilities and all private services including, without restricting the generality of the foregoing, shall include: storm sewers, storm water management, sanitary sewers, watermain, roads (including base coarse asphalt and curbs and gutters), footpaths, street lighting, and drainage works and swales (including hydroseeding and landscaping).
- 1.43 **PRIVATE UTILITIES** mean telephone, hydro-electric systems, natural gas systems, and cable television systems.
- 1.44 **REGION** means the Regional Municipality of Niagara and includes its agents, servants, successors and assigns.
- 1.45 **REGIONAL PUBLIC WORKS DEPARTMENT** means the Regional Municipality of Niagara Public Works Department.
- 1.46 **SECONDARY SERVICES** means all works to be installed, constructed, or erected which are not Primary Services or private utilities, and without limiting the generality of the foregoing, shall include: top course roadway asphalt, paved driveway aprons, sidewalks, fencing, and sodding/hydroseeding, landscaping, and tree plantings of boulevards and hydroseeding and tree plantings of park blocks and stormwater management blocks.
- 1.47 **SECTION**, when used in reference to a numbered part of the Agreement, means:
- a) a complete section including all its sections and subsections;
 - b) a particular subsection including its subsections; and
 - c) a particular subsection as the context may dictate or require.
- 1.48 **STORM WATER MANAGEMENT FACILITY** means a system of physical works including but not necessarily only, such things as storm water structures or ponds and infiltration trenches or pits located at the downstream end of a storm sewer conveyance system (including roof rain water leaders) that are designed to treat storm water and control pollution and control storm water runoff to predetermined levels prior to discharge to receiving surface water courses and subsurface ground water regimens.
- 1.49 **STORM WATER MANAGEMENT PLAN** means an approved storm water management plan and specifications prepared by the Developer in accordance with Section 19 of this Agreement.
- 1.50 **STREET** means street as defined in the Township's Zoning By-law No. 034-

2014, as amended, or any successor thereto.

- 1.51 **STREET LINE** means Street Line as defined in Township's Zoning By-law No. 034-2014, as amended, or any successor thereto.
- 1.52 **SUPERVISION** means the full-time inspection and scrutiny of every phase of the Works for the express purpose of enforcing the provisions of this Agreement and certifying that the Works have been performed and completed to Township standards in the form prescribed for this purpose and "SUPERVISE" means to carry out such Supervision.
- 1.53 **TOWNSHIP** means The Corporation of the Township of Wainfleet and includes its agents, servants, successors and assigns.
- 1.54 **TREASURER** means the Manager of Corporate Services/Treasurer for the Township, or their designate.
- 1.55 **UTILITY SERVICES** means physical plant including but not limited to pipes, valves, conduits, cables, terminals, transformers, etc. owned and operated by communications, television, hydro, gas and oil companies or any other utility companies.
- 1.56 **WORKS** shall jointly and severally mean and include all Primary Services and Secondary Services and all other matters, both internal and external, and all construction, erection, installation and engineering required to be completed or performed by the Developer pursuant to this Agreement.

2. LANDS TO BE DEVELOPED

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

3. GENERAL PROVISIONS

- 3.1 Unless the context or any other collateral agreements between the Township or the Developer otherwise requires, where the Developer is obliged by this Agreement or the approved Plans to make payments or install or construct or carry out any services or action the provisions therefore contained herein shall be deemed to include the words "at the sole expense of the Developer".
- 3.2 The Developer hereby covenants, warrants and agrees to save harmless and keep the Township and its agents, contractors, employees and elected officials indemnified from and against all manner of actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, construction, or operation of any of the Works required under this Agreement, or by reason of the maintenance or lack of maintenance of such Works by the Developer pursuant to the terms of this Agreement or by reason of any defect in workmanship or material.
- 3.3 The Developer and the Township acknowledge and agree that it is their intent that all terms, conditions and covenants contained herein:
- a) shall run with the Lands; and,
 - b) shall be binding upon the Developer, its heirs, executors, administrators, assigns and successors in title, from time to time; and,
 - c) the benefits of the said covenants shall enure to the Township, its successors and assigns in title, of all roads, streets, and public Lands forming part of or abutting on the Lands.
- 3.4 Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner set out in Section 43.
- 3.5 This Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto and

upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

- 3.6 The Developer shall impose restrictions as set forth in Schedule "I" annexed hereto on all the Lands so that subsequent Owners will be made aware of and shall strictly adhere to the requirements of this Agreement.
- 3.7 The Schedules annexed hereto, being Schedules "A" to "I" inclusive, are deemed to be a part of this Agreement and are to be interpreted as if the contents thereof were included in this Agreement.
- 3.8 The Developer agrees to be bound by the penalty provisions set forth in Section 67 of the *Planning Act, 1990*, and amendments thereto.
- 3.9 In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of any governmental or other public authorities having jurisdiction at any time from time to time enforced. Without limiting the foregoing, the Developer agrees to comply with and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- 3.10 The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the Township if at any time the Township considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the Township may take action to remedy the situation at the expense of the Developer and in this regard the Township shall also be entitled to draw upon any security filed by the Developer under this Agreement.
- 3.11 If any term of this Agreement shall be found to be *ultra vires* of the Township, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.
- 3.12 The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, or before any court or administrative or other tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Township in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.
- 3.13 Time shall be of the essence of this Agreement.
- 3.14 Prior to execution of this Agreement by the Township, the Developer shall deliver to the Township a Certificate of Status issued by the Ontario Ministry of Government and Consumer Services verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.
- 3.15 The Developer hereby agrees to procure, register and provide to the Township any postponement agreements which the Township solicitor considers necessary to ensure that this Agreement shall have priority over any claims, liens, or encumbrances in the Lands or any interest of a mortgagee in the Lands.
- 3.16 The Developer shall notify or cause to be notified each and every purchaser of a Lot or Lots or Block or Blocks of all Works contracted by the Developer, the Developer's obligations to maintain the Works and all other conditions covered by this Agreement by providing a complete and accurate summary of same and shall cause such information to be fully recorded in any Offer to Purchase or Agreement of Purchase and Sale entered into by the Developer.

- 3.17 In the event that a Mortgagee(s) exercises any rights as to sale, possession or foreclosure or takes any other steps to enforce its security against the Lands then such Mortgagee(s) agrees on behalf of itself, its heirs, executors, administrators, successors and assigns not to deal with the Lands as a Condominium or part thereof unless and until a new agreement in the same form, *mutatis mutandis*, as this Agreement has been entered into with the Township.
- 3.18 In the event that the Developer wishes to register more than one Plan of Condominium over the Lands, the Developer shall first obtain the written consent of the Township to do so, which consent shall be conditional upon the Developer registering such Plans of Condominium in such order as determined by the Township and upon registering such Plans of Condominium concurrently. The Developer shall not register a Plan of Condominium over part of the Lands without prior written consent of the Township.
- 3.19 Any and all of the Developer's obligations under this Agreement shall be joint and several.

4. SERVICING PLANS AND SPECIFICATIONS

- 4.1 All Plans and specifications must be approved in writing by the appropriate approval agency prior to the execution of this Agreement by the Township and the Developer commencing construction of any of the Works.
- 4.2 The Developer shall submit to the Manager of Operations three (3) copies of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.
- 4.3 It is understood and agreed the Manager of Operations in their appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario, established specifications and standards adopted by the Township (at the time of submission of the Plans), or existing practices and standards as may from time to time be established or amended by the Township by its officials or agents but will only apply these changes if the construction of the Works of the Plans have not commenced within two (2) years of the Plan submission date. The Township may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.
- 4.4 No approval by the Manager of Operations shall operate as a release by the Township of any liability of the Developer which, but for such approval, might exist or hereafter arise.
- 4.5 All Plans shall be prepared and stamped by a Professional Engineer (Consulting Engineer) or an Ontario Land Surveyor licensed to practice in the Province of Ontario.

5. DESIGN AND SUPERVISION OF CONSTRUCTION OF SERVICES

- 5.1 The Developer shall employ, at its cost, a competent and qualified Professional Engineer (Consulting Engineer) approved by the Manager of Operations, to:
- a) carry out all soil investigations to the satisfaction of the Manager of Operations;
 - b) design all of the Works required to be completed by this Agreement;
 - c) prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Manager of Operations for approval prior to the installation or construction of such Works;
 - d) obtain from the Manager of Operations the details regarding the form and scale of these drawings prior to their presentation;
 - e) obtain and provide the Township with all necessary approvals prior to

installation or construction of the Works and prior to execution of this Agreement;

- f) prior to execution of this Agreement, prepare and furnish the Manager of Operations with estimates of the cost of installation and construction of said Works;
- g) if required, prepare contract documents and call tenders for the installation and construction of the said Works;
- h) provide full-time resident inspection and contract administration of all Works covered by this Agreement;
- i) maintain all records for the installation and construction of the said Works and submit "as constructed" records in electronic form in AutoCad format (NAD 83 coordinates) and PDF format, and two (2) sets of "as constructed" records shall be submitted in a reproducible form to the Manager of Operations, at the time of completion of Primary Services (including all street light and utility services) prior to approving the Completion Certificate for the Works.
- j) upon completion of the installation or construction of the Works, supply the Township with a certificate, in a form satisfactory to the Manager of Operations, that the Works were installed and constructed in accordance with the approved Plans and specifications;
- k) provide the Manager of Operations with individual record sheets for all sewer and water service locations and depths;
- l) when requested by the Manager of Operations, accompany them on inspections of the Works including a final inspection of the Works;
- m) inspect the construction of all Works on a full-time basis including any remedial work which the Manager of Operations may require;
- n) test all services and verify to the Manager of Operations, in writing, that all testing has been completed in accordance with the appropriate requirements;
- o) provide building levels for construction purposes; and,
- p) certify, in writing, to the Manager of Operations, as to the actual cost of all Works completed, prior to the Township approving a Completion Certificate for such Works or reducing any Letter of Credit.

5.2 The Developer shall not install Works prior to the receipt, in writing, of the approval of the detailed Plans and specifications by the appropriate approval agency.

5.3 All of the Primary, Secondary, and Utility Services to be installed or constructed under this Agreement shall be installed, constructed, inspected and tested under the direct supervision of the Developer's Consulting Engineer at the sole expense of the Developer.

5.4 The Developer's Consulting Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Manager of Operations. All Mainline sanitary and storm sewers must be inspected and videoed via closed circuit T.V. prior to issuance of the Completion Certificate of Primary Services by the Township.

5.5 The Manager of Operations, or designate, shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Manager of Operations. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Manager of Operations. Township inspections shall be in addition to inspections provided by the Developer's Consulting Engineer and shall in no way relieve the Developer or their Consulting

Engineer of any responsibility with regard to design, construction, inspection, testing or proper completion of the Works.

- 5.6 The Manager of Operations shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Manager of Operations.

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

- 6.1 The Council may authorize Pre-Servicing (installation of Works) upon such terms and conditions as it deems appropriate and/or necessary, which terms and conditions shall include, but not be limited to, posting 0% of all security set forth in Schedule "F" annexed hereto, except works on municipal lands which shall be 100% of all security set forth in Schedule "F" annexed hereto obtaining and filing with the Manager of Operations all necessary and/or required approvals, consents, agreements and certificates, and having all Plans and specifications approved by the appropriate approval agency.
- 6.2 Before this Agreement is executed by the Township, the appropriate authorizing By-law must be enacted by the Council of the Township.
- 6.3 The Developer shall provide the Township with three (3) paper copies and a PDF format copy each of the draft Plan of Condominium (M-Plan) for the Lands and the Reference Plan (R-Plan) providing legal descriptions for Easements within or outside the Lands.
- 6.4 The Developer acknowledges that the Township may register an Inhibiting Order against the Lands and that the Township will not have the Inhibiting Order removed from title until the Developer has supplied all documents in compliance with this Agreement in a form satisfactory to the Township for registration and all other documents required to provide discharges, releases, and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands that have been registered against title to the Lands.
- 6.5 Upon the Township being satisfied that all conditions of Draft Plan approval for the Plan of Condominium have been satisfied by the Developer within the required time, the Township shall register the following documentation at the sole expense of the Developer as soon as practicable:
- a) the approved Plan of Condominium; and,
 - b) all other documentation related thereto, including without limitation, Cessations of Charge, Transfers, and Easements.
- 6.6 In the event the Plan of Condominium is not registered within three (3) years from the date of registration on title of this Agreement, the Township may declare the Developer in Final Default.
- 6.7 The Developer shall not deal in any manner whatsoever with any Lot or Block shown on the Plan of Condominium until this Agreement, the Plan of Condominium and all other documentation (including Transfers, Easements, Cessation of Charge, Inhibiting Orders, Reference Plans, and Postponements of Charges) required by this Agreement and by the Township's solicitor have been delivered, approved and registered on title to the complete satisfaction of the Township's solicitor.

7. LAND FOR PUBLIC PURPOSES

The Developer shall ensure that the right of the public to have access over Part 2 of Registered Plan 59R-16418, Block 52 on the draft plan, for the purposes of traversing the lands and promoting an open and connected waterfront.

8. EASEMENTS FOR MUNICIPAL PURPOSES

- 8.1 The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the Township such easements as may be required for the installation

and construction of services or development of the Lands in accordance with Schedule "C" annexed hereto.

- 8.2 The Developer shall convey to the Township or to such public utility company or commission or cable television company as the Township may direct, easements required for utility and/or coaxial purposes in accordance with Schedule "D" annexed hereto. All such easements shall be prepared to the complete satisfaction of the Township, and if required by the Township, any such utility or cable television company.
- 8.3 The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the Township, including Primary Services, Secondary Services and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the Manager of Operations and shall keep such easement lands in a neat and tidy condition, free of all debris and trash.

9. GENERAL SERVICES

- 9.1 Where the Plan of Condominium is serviced by a secondary means of egress or emergency access to be constructed by the Developer, an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such secondary means of egress or emergency access, road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.
- 9.2 Where it is necessary to use a secondary means of egress or emergency access to be constructed by the Developer or an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary services in accordance with the approved Plans.
- 9.3 The Developer shall not change, or do any work that will prejudicially affect, any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Manager of Operations and the Niagara Peninsula Conservation Authority, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the Township from any claim arising from such damage.
- 9.4 The Developer shall keep all portions of the development well, properly, and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the Township from any claim arising from said damage.
- 9.5 The Developer covenants and agrees to carry out all Works necessary to service the Plan of Condominium in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the Township, its servants or agents, may, at the Township's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Plan of Condominium. The cost of any such work performed by or at the instruction of the Township, shall be paid by the Developer on demand, and without limiting any of its remedies at law or in equity, the Township may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.

- 9.6 The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, both within the Plan of Condominium and elsewhere.
- 9.7 All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as dust free as possible and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the Township's requirements and to the satisfaction of the Manager of Operations.
- 9.8 All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Manager of Operations, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer's or its contractor's vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Manager of Operations make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Manager of Operations remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the Township's requirements and to the satisfaction of the Manager of Operations.
- 9.9 The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation Bell Canada, Enbridge Consumers Gas, Niagara Peninsula Energy, Hydro One Networks Inc., Cogeco Cable) of the approximate date of construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Manager of Operations, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or any other public utility works as necessary and as approved by the Manager of Operations, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.
- 9.10 The Township disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other utilities, services and structures owned by the Township or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said pipes, conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such pipes, conduits, tracks, utilities and structures, and to inspect the public records of the various Township Departments having recognizance and control of pipes, conduits and sewers, and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer's responsibility to consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the owner or operator thereof shall be notified immediately by the Developer and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Manager of Operations.
- 9.11 The Developer agrees to keep boulevards and Easements graded and free and clear of all material and obstructions which might interfere with the

construction of telephone, co-axial, gas and hydro-electric installations, and other utility works.

- 9.12 The Developer shall remove from all fire lanes in the Plan of Condominium, any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Manager of Operations, and further, shall remove from the Lands any unkempt, diseased or infested trees, vines or bushes. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the Township to the Developer, the Township may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the Township may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 9.13 The Developer shall not add any fill to the Lands without first obtaining written approval from the Manager of Operations. Any fill added to the Lands shall be in accordance with applicable Provincial requirements, including the Province of Ontario's Management of Excess Soil – A Guide for Best Management Practices.
- 9.14 The Developer shall not remove any topsoil from the Lands without first obtaining written approval from the Manager of Operations. Any topsoil removed from the Lands shall be in accordance with applicable Provincial requirements, including the Province of Ontario's Management of Excess Soil – A Guide for Best Management Practices.
- 9.15 All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the approved specifications therefore at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.
- 9.16 The Developer acknowledges and agrees, notwithstanding the complete installation of services in the Condominium as authorized by the Township, that the Township will not be held liable for any stoppage or delay of the registration of the Plan or the issuance of Building Permits for the lots in the Plan.
- 9.17 The Developer acknowledges and agrees that in the event that the Lands are not maintained to an acceptable standard to the Township in regards to refuse, rubbish, dust or debris or if refuse, rubbish, dust or debris from the Lands are found on abutting streets or properties and are not removed to an acceptable standard to the Township that the Township may bill the Developer for the removal of refuse, rubbish, dust or debris from the Lands or on abutting streets or properties impacted by the development of the Lands.

10. SURVEY MONUMENTS TO BE PRESERVED

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

11. TOWNSHIP'S RIGHT TO ENTER AND REPAIR

- 11.1 The Township and the Region shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:
 - a) without notice to the Developer where, in the sole opinion of the Manager of Operations, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust

and/or snow or to prevent damage or hardship to any persons or property; and,

- b) where repairs to or maintenance of the said Works has not been completed within one (1) business day after written notice requiring such repairs or maintenance has been delivered to the Developer; and,
- c) such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the Township or an assumption by the Township of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement; and,
- d) the cost of any repair or maintenance work (including professional fees) undertaken by the Township pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the Township within thirty (30) days after a statement of account therefor has been delivered to the Developer. If the Developer fails to pay the amount due to the Township within such thirty (30) day period, the Township may and is hereby expressly authorized by the Developer to deduct the amount owing to the Township for such repairs or maintenance from any monies or Letter of Credit deposited with the Township; and,
- e) repairs or maintenance undertaken by the Developer pursuant to this subsection shall be completed in the presence or supervision of the Manager of Operations or their representative.

12. ARCHAEOLOGY

- 12.1 Should deeply buried archaeological remains/resources be found on the Lands during construction activities, the Heritage Operations Unit of the Ontario Ministry of Heritage, Sport, Tourism and Culture Industries in London (519-675-7742) shall be notified immediately. In the event that human remains are encountered during the construction, the Developer shall immediately notify the police or coroner, the Registrar of Cemeteries of the Ministry of Small Business and Consumer Services in Toronto (416-326-8392) and the Ministry of Heritage, Sport, Tourism and Culture Industries.
- 12.2 Should deeply buried archaeological remains/resources be found on the Lands during construction activities, construction activities shall cease on pending written direction from the Ontario Ministry of Heritage, Sport, Tourism and Culture Industries, the police or coroner, the Registrar of Cemeteries of the Ministry of Small Business and/or Consumer Services.

13. NIAGARA PENINSULA CONSERVATION AUTHORITY REQUIREMENTS

- 13.1 Prior to any site alteration on the Lands, the Developer shall apply for and obtain Work Permits from the Niagara Peninsula Conservation Authority for the following:
 - a) Any cut/fill operation of the Casey Drain 100-year flood plain;
 - b) Any stormwater management outlets within the Casey Drain or Lake Erie regulated area;
 - c) Any water/sanitary service installation within the 100-year flood plain, regardless of whether the service is being installed on private or public lands; and
 - d) Any walkways or similar structures within the Lake Erie regulated area.
- 13.2 That prior to the issuance of a building permit, the Developer provide written confirmation that all unnecessary monitoring wells have been decommissioned in accordance with Ministry of the Environment and Climate Change Regulations.

- 13.3 That the Developer agrees to implement the requirements of the Tree

13.4 The Developer agrees that:

- a) No fill, construction materials or equipment shall be placed beyond the limit of work fence into the buffer of the Casey Drain or the buffer of Lake Erie, unless otherwise approved by the NPCA.
- b) Vehicle and equipment refueling will be conducted in such a way as to prevent any spills from migrating beyond the limit of work fencing.

14. CASEY DRAIN

- 14.1 Prior to any site alteration on the Lands, the Developer shall obtain permission from the Township Drainage Superintendent for any stormwater management outlets within the Casey Drain.
- 14.2 The Developer shall enter into an apportionment agreement, or multiple agreements if required, for the Lands for drain maintenance costs related to the Casey Drain.

15. CANADA POST REQUIRMENTS

- 15.1 The Developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as identified on the appropriate servicing plans.
- 15.2 The Developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mailbox. The Developer also agrees to note the locations of all Community Mailboxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mailbox.
- 15.3 The Developer will provide a suitable and safe temporary site for a Community Mailbox.
- 15.4 The Developer agrees to provide the following for each Community Mailbox site and to include these requirements on the appropriate servicing plans:
 - a) A concrete pad(s) to Canada Post specifications; and
 - b) Any required curb depressions for wheelchair access, with an opening of at least two metres to Canada Post specifications.
- 15.5 The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to provide year-round daily maintenance for each Community Mailbox site to ensure unrestricted public access to the Community Mailbox.

16. ROADS

- 16.1 The Developer agrees to construct, install, and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Manager of Operations.
- 16.2 Prior to any construction taking place in the Township road allowance, the Developer shall obtain a Temporary Works Permit from the Township.
- 16.3 The Developer agrees to rough grade to the Township's specifications the full width of all road allowances as shown on the Plans prior to the installation or construction of the Works. Prior to the construction of any Works, the topsoil shall be stripped and shall be stockpiled during the period of construction at a location which is approved by the Manager of Operations and is conducive to the interim drainage requirements of the Plan of Condominium. The topsoil

so stockpiled shall be used to grade the Lots and boulevards after construction thereon in accordance with the Condominium Grade Control Plan filed with and approved by the Chief Building Official.

- 16.4 The Developer shall restore any existing road damaged during the development of the Plan of Condominium to the complete satisfaction of the Manager of Operations, prior to approval of the Completion Certificate for Primary Services.

17.PRIVATE COMMUNAL SEPTIC SYSTEM

- 17.1 The Developer agrees to supply and construct at its sole cost and expense and within the time limits established by this Agreement sustainable private services on the Lands in accordance with the preferred servicing alternative of the Master Servicing Study Class Environmental Assessment completed for the subject lands to the satisfaction of the Ministry of Environment, Conservation & Parks, the Region and the Township and to pay for and complete same in a good and workmanlike manner and to the complete satisfaction of the Township.
- 17.2 The Developer shall implement a maintenance program for the maintenance of the said sustainable private services in accordance with the requirements of the Municipal Responsibility Agreement executed by the Developer, the Township and the Region.
- 17.3 The Developer agrees that prior to the issuance of a building permit for the construction of residential dwellings on the Lands, the Developer shall remove the existing inoperable sub-sewage system in accordance with Section 53 of the Ontario Water Resources Act (OWRA S.53) and to the satisfaction of the Township's Chief Building Official.
- 17.4 All Mainline sanitary sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:
- a) after placement of the base course asphalt upon the streets in the Plan of Condominium; and,
 - b) upon receipt of any written notice from the Manager of Operations.
- 17.5 All sanitary sewer Works shall be tested, and if necessary re-tested, and the method and time of testing shall be to the satisfaction of the Manager of Operations.
- 17.6 All Mainline sanitary sewer Works shall be inspected and videoed via closed circuit TV to the satisfaction, and upon any written notice from, the Manager of Operations and the Region. In the event the results are not satisfactory in the sole opinion of the Manager of Operations or the Region, the Developer shall take such remedial steps as may, in the sole opinion of the Manager of Operations, be required.
- 17.7 Prior to the Manager of Operations approving the Completion Certificate for Primary Services, the Developer shall supply the Manager of Operations and the Region with "as constructed drawings" showing the location and depth of the sanitary sewer lateral constructed to service each Lot.
- 17.8 The Developer agrees to perform and complete all sanitary sewer Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Manager of Operations and the Region.

18.STORM DRAINAGE SYSTEM

- 18.1 The Developer shall construct a storm drainage and storm water management system to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Manager of Operations, the Region of Niagara Planning & Development Department, the Niagara Peninsula Conservation Authority, and the construction and materials used therein shall be in accordance with the Township's most recent

specifications therefor.

- 18.2 All Mainline storm sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:
- a) after placement of the base course asphalt upon the streets in the Plan of Condominium; and,
 - b) upon receipt of any written notice from the Manager of Operations.
- 18.3 All Mainline storm sewer Works shall be inspected and videoed via closed circuit TV to the satisfaction of, and upon any written notice from, the Manager of Operations and prior to assumption of the storm sewer Works by the Township. In the event the results are not satisfactory in the sole opinion of the Manager of Operations, the Region, and the Niagara Peninsula Conservation Authority, the Developer shall take such remedial steps as maybe required.
- 18.4 Prior to the Manager of Operations approving the issuance of the Completion Certificate for Primary Services, the Developer shall supply the Manager of Operations, the Region and the Niagara Peninsula Conservation Authority with “as constructed drawings” showing the location and depth of the storm sewer lateral constructed to service each Lot.

19. STORMWATER MANAGEMENT FACILITIES

- 19.1 The Developer shall grade the Lands in accordance with the drainage plans designed in accordance with the Ministry of the Environment, Conservation and Parks documents entitled Stormwater Management Planning and Design Manual, March 2003 and Stormwater Quality Guidelines for New Development, May 1991 as approved by the Township and the Niagara Peninsula Conservation Authority, including:
- a) the manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the Provincial guidelines contained in “Storm Water Management Practices Planning & Design Manual –March 2003” (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;
 - b) an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the storm water management system must provide Enhanced protection for downstream fisheries and resources); and,
 - c) an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the “Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites” May 1987 and the latest revision thereof or such more stringent standards as may be applicable.
- 19.2 The Developer shall prepare and provide a Condominium Grading Plan in accordance with Section 29 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands. The 100-year flood level shall be plotted on the Plan to ensure that all structural development will be located above this elevation.
- 19.3 The Developer agrees to implement the Niagara Peninsula Conservation Authority’s approved Storm Water Management Plan including the approved grading and drainage, any required erosion and flood protection works, and all Niagara Peninsula Conservation Authority approvals.
- 19.4 The Developer agrees to carry out or to have carried out all storm water management techniques and Works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Condominium Grading Plan and Storm Water Management Plan to the

complete satisfaction of the Manager of Operations and the Region of Niagara Planning & Development Department.

20. WATER DISTRIBUTION SYSTEM

- 20.1 Prior to the issuance of a building permit for the construction of residential dwellings on the Lands, the Developer shall submit the necessary information and/or studies to demonstrate that the Long Beach Water Treatment Plant has the ability to provide potable water to service the subject lands, to the satisfaction of the Township of Wainfleet and the Region of Niagara.
- 20.2 The Developer shall construct a complete water supply and distribution system, including valves, valve boxes, service connections, curb stops and boxes, blowoffs and ground hydrants as may be required, for the purpose of servicing the Plan of Condominium. The water distribution system shall be constructed in accordance with the Plans approved by the Manager of Operations, the Region Public Works Department and the construction and materials shall be in accordance with Township's most recent specifications therefor. The Developer shall install, charge, test and maintain sprinklers as required by the approved Plans and specifications in accordance with this Agreement to the complete satisfaction of the Township Fire & Emergency Services Department and the Manager of Operations.
- 20.3 The water supply and distribution system shall be designed to accommodate residential and fire flows with the minimum size of 50 mm in diameter.
- 20.4 All water mains shall be flushed, chlorinated, pressure tested, and bacterial tested in accordance with Region standards and to the satisfaction of the Manager of Operations prior to approval of the Completion Certificate for Primary Services.
- 20.5 The Developer shall, prior to the Manager of Operations approving the issuance of the Completion Certificate for Primary Services, supply the Manager of Operations and the Region with "as constructed drawings" showing the location and depth of the water connections constructed to service each of the Lots.

21. DRIVEWAY APPROACHES

- 21.1 Each Lot and Block shall be serviced with a driveway approach constructed in accordance with the Plans filed to the complete satisfaction of the Manager of Operations.
- 21.2 The Developer shall provide granular driveway access on the boulevard prior to occupancy of any Building. It shall be the responsibility of the Developer to ensure that driveway access is maintained at all normal times during the construction or maintenance of the Works.
- 21.3 All driveway approaches (aprons) between the travelled portion of the street and the unit lot line shall be installed and paved by the Developer by no later than the 1st day of November in the year after the year in which the Buildings served by the driveway approaches are occupied in accordance with the approved plans and specifications therefor prior to the Manager of Operations approving the Completion Certificate for Secondary Services.
- 21.4 All driveway approaches shall be constructed to the satisfaction of the Manager of Operations.

22. FENCING

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

23. STREET AND TRAFFIC SIGNS

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

24. ELECTRICAL DISTRIBUTION SYSTEM AND STREET LIGHTING

- 24.1 The Developer shall arrange with Hydro One Networks Inc. for the design provision and installation of all electrical transmission and distribution system and street lighting system required to service all of the Lots shown on the Plan with electrical power in accordance with the plans and specifications therefor approved by Hydro One Networks Inc. and the Manager of Operations. All such facilities shall be installed underground unless specific external systems are approved by Hydro One Networks Inc. and the Manager of Operations. The cost of providing such facilities shall be borne by the Developer.
- 24.2 The Developer shall arrange with Hydro One Networks Inc. for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to Hydro One Networks Inc. upon receipt of a statement of account therefor.
- 24.3 The Developer shall design and provide a decorative street lighting system to the satisfaction of the Manager of Operations and the Planner.
- 24.4 Prior to the Manager of Operations approving the Certificate of Final Acceptance for Primary Services, the Developer shall deliver to the Township satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the Township.
- 24.5 The Developer shall be responsible for the maintenance and repair of the street lighting system.

25. UTILITY SERVICES

- 25.1 All Utility Services required to service the Plan of Condominium, including, without restricting the generality of the foregoing, gas, electrical, telephone cables and coaxial cables, shall be installed underground from the source with pad-mounted transformers. The Township recognizes that wireless telecommunications are available to the site. The developer shall install hardline telecommunication services from the property limits to the units to serve the units should hardline telecommunication services become available.
- 25.2 The Developer shall be responsible for providing, at its sole expense, Utility Services to each Lot and Block in accordance with the approved Plans. All Utility Services shall be installed and constructed prior to the Manager of Operations approving the Completion Certificate for Primary Services.
- 25.3 The Developer shall, prior to the Manager of Operations approving the issuance of the Completion Certificate for Primary Services, supply the Manager of Operations with "as constructed drawings" showing the location of all Utility Services required to service the Plan of Condominium.
- 25.4 That prior to any site alteration, the Owner shall enter into any agreement as required by utility companies for installation of services, including street lighting, all to the satisfaction of the Township of Wainfleet. All utilities servicing the plan of condominium shall be underground.

26. TREE PLANTINGS

- 26.1 In order to maintain a high standard of amenity and appearance, the Developer, its heirs, executors, administrators, successors and assigns hereby undertake and agree to provide tree plantings in accordance with the approved Landscaping Plan to the satisfaction of the Planner.
- 26.2 In accordance with Schedule "F" annexed hereto, prior to commencing any of the Works provided for in this Agreement, the Developer shall provide security in the form of a Letter of Credit to the Township for Tree Planting within the Condominium, for the cost of replacing and maintaining trees within the Plan.
- 26.3 The Developer shall be solely responsible for acquiring and planting trees in accordance with the terms of this Agreement and in accordance with the approved Landscaping and Streetscaping Plans to the satisfaction of the Planner and shall deliver written notice to the Township that such work has been completed. All trees shall be planted within nine (9) months of construction completion on each respective lot.
- 26.4 The Developer shall be solely responsible for maintaining all tree plantings in a healthy state.
- 26.5 Provided, however, that in the event the Developer does not plant trees in accordance with the provisions of this Agreement or within the prescribed time or to the complete satisfaction of the Planner, then the Township may, at its sole discretion, plant or replace or replant trees in accordance with the provisions of this Agreement and apply the above mentioned security against the Township's costs and/or collect such costs in like manner as municipal taxes.

27. LANDSCAPING

- 27.1 The Developer shall grade and place a minimum of one hundred (100) millimetres of topsoil with No. 1 nursery sod/hydroseed on all portions of the common element lands adjacent to the private road in the Plan of Condominium not covered by asphalt or sidewalks and along all sides of the Plan of Condominium abutting on adjacent existing streets. All streetscaping shall be in accordance with the approved Plans to the satisfaction of the Planner and Manager of Operations. All sodding/hydroseeding as herein described shall be considered as part of the cost of construction of Secondary Services for the Plan of Condominium and shall be completed at the time of or within three (3) months after the final sodding/hydroseeding of any Lot in accordance with the approved final lot grading certificate and prior to the Manager of Operations approving the Completion Certificate for Secondary Services. The Developer shall maintain all sod/hydroseed.
- 27.2 The Developer is responsible for ensuring that each Lot or Block within the Plan of Condominium is:
 - a) fine graded in accordance with the approved individual Lot Grading Plans for each lot; and,
 - b) sodded with No. 1 nursery sod or hydroseeded within nine (9) months of initial occupancy of the Building, in all areas of the Lot or Block including front yards, side yard and rear yards not covered by structure, driveway or walkway; and that all sodding/hydroseeding is maintained until it has become established.
- 27.3 All drainage ditches, major overland flow drainage swales and depressions within the Plan of Condominium shall be fine graded and hydroseeded and landscaped in accordance with the approved drainage plans prior to the Township issuing any building permits. Prior to and during construction, silt traps are to be put in place until vegetation is established to prevent erosion and sedimentation, to the satisfaction of the Manager of Operations.

28. EROSION AND SEDIMENTATION CONTROL

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

29. CONDOMINIUM GRADING AND DRAINAGE

- 29.1 Unless otherwise approved or required by the Township, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:
 - a) the Township has agreed in writing to such alteration or removal; and,
 - b) the Township has approved the Condominium Grading Plan pursuant to the terms of this Agreement and the Township's Lot Grading and Drainage Policy and amendments thereto; and,
 - c) prior to execution of this Agreement by the Township or commencing any phase of development, and in accordance with the Township's Lot Grading and Drainage Policy and amendments thereto, the Developer shall prepare and provide the Township, as part of the engineering drawings, a Condominium Grading Plan for the purpose of controlling the overall drainage pattern in the Plan of Condominium. The Condominium Grading Plan shall be prepared in conformance with the Township's Lot Grading and Drainage Policy and amendments thereto.
- 29.2 Unless otherwise approved or required by the Township, the Developer, their heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands described in Schedule "A" until such time as the Manager of Operations has agreed in writing to such alteration or removal and the Manager of Operations has approved a Condominium Grade Control Plan pursuant to the terms of this Agreement.
- 29.3 The following grading works shall be completed prior to the issuance of any Building Permits:
 - a) construction and hydroseeding of all major overland flow drainage swales and other erosion control devices to the satisfaction of the Chief Building Official for the Plan of Condominium, subject to weather conditions; and,
 - b) rough grading of all Lots to generally conform to the Condominium Grade Control Plan.
- 29.4 If drainage problems arise which are as a result of non-compliance with the requirements of the Township's Lot Grading and Drainage Policy and amendments thereto, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the Township may enter upon the Lands to remedy any such problem and may use the Developer's Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Developer's Grading Deposit shall be the responsibility of the Developer, and if not reimbursed to the Township forthwith after being incurred by the Township, the Township may collect such costs in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.
- 29.5 The Developer shall deposit with the Township as security for carrying out the provisions of the Condominium Grading Plan, in accordance with Schedule "F"

annexed hereto, a Developer's Grading Deposit as required by the Township's Lot Grading and Drainage Policy and amendments thereto.

- 29.6 Upon completion of the Works and acceptance by the Township of a Condominium Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Developer's Grading Deposit, less any cost for remedial work undertaken by the Township.
- 29.7 The Developer shall register the following covenant on all Lots and Blocks contained within the Lands described in Schedule "A" and such registration shall occur at the time of or immediately after registration of the Agreement and shall prove to the Township that such covenant has been registered on all the Lots and Blocks within the Condominium:

"No one shall interfere with the drainage swales or surface drainage pattern on a lot or block without explicit written permission from the Township's Manager of Operations. All swales are for storm water management purposes and it shall be the responsibility of the Owner to maintain the drainage across the lot or block in accordance with the approved grading plan. Should the Township find it necessary to enter upon the Lands to undertake any inspection of or any Works with regard to any drainage or storm water management works, the Township shall have such rights as are prescribed by the Condominium Agreement dated the _____ day of _____, 2021 and registered the _____ day of _____, 2021."

30. LOT GRADING AND DRAINAGE

- 30.1 Prior to the issuance of a Building Permit for a Lot or Block, the Owner or the Building Permit applicant shall submit to the Township three (3) copies of a proposed Lot Grading Plan prepared by a Professional Engineer or an Ontario Land Surveyor and shall conform to the Condominium Grading Plan.
- 30.2 Prior to issuance of a building permit for a Lot or Block, the Owner or the Building Permit applicant shall submit to the Township as security for carrying out the provisions of the Lot Grading Plan a Lot Grading Deposit in the amount of \$1,000.00 per Lot or Block.
- 30.3 Upon acceptance of the Grading Conformance Certificate by the Township, the Owner or the Building Permit applicant may apply in writing for release of the Lot Grading Deposit, less any cost of remedial work performed by the Township.
- 30.4 The grading of a Lot or Block shall be considered complete when the building has been erected and such Lot or Block has been graded and sodded or hydroseeded. Sodding or hydroseeding shall be done within two months after occupancy of the dwelling or by the next June 1st following occupancy should occupancy take place after November 1st.
- 30.5 Upon completion of the grading, prior to landscaping or fencing, the Developer shall submit to the Township one copy of the Lot Grading Plan which shall indicate the finished elevation as shown on the proposed Lot Grading Plan. This "as constructed" Lot Grading Plan shall be prepared and certified by a Professional Engineer or Ontario Land Surveyor.
- 30.6 Once the "as constructed" grading of a Lot has been certified and signed by an Ontario Land Surveyor or Professional Engineer to be in conformance with the latest revision of the Condominium Grading Plan, the Lot Grading Plan if approved by the Township, shall be accepted and dated by the Township, as the "Grading Conformance Certificate."
- 30.7 The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to maintain the grading and drainage schemes as established and verified by the Grading Conformance Certificate and not to alter or revise the grading or drainage without the express written consent of the Manager of Operations or the Chief Building Official.

- 30.8 The Developer agrees that foundation drains shall be pumped by a sump pump in each house discharging to grade and Lot or Block drainage shall direct flows to the roadside ditch drainage system. The Developer covenants and warrants that foundation drains will not be connected to the sanitary sewer system.
- 30.9 The Developer agrees that roof water drainage from any structure or building shall be directed via downspouts discharging via splash pads (concrete or other suitable material) to grass surfaces. These splash pads shall extend a distance at least 1.2 metres away from the structure and must direct the flow away from the building, not onto walks or driveways, and not towards adjacent lots, blocks and fire lanes.
- 30.10 If required, the Developer agrees to submit a plan for approval to the Manager of Operations, detailing the basement control elevations for individual dwellings or structures within the Plan of Condominium and to ensure compliance with approved basement control elevations.

31. WASTE COLLECTION

- 31.1 The Developer shall comply with the Niagara Region's Corporate Waste Collection Policy and By-laws relating to the curbside collection of waste.
- 31.2 The Developer shall enter into an Indemnity Agreement with the Region prior to the commencement of waste collection.

32. PRIMARY SERVICES AND COMPLETION CERTIFICATE FOR PRIMARY SERVICES

- 32.1 The Developer shall proceed with the installation or construction of the work required hereunder with all reasonable dispatch and shall complete all of the Primary Services within one (1) year after the date of the registration of the Plan of Condominium. The Manager of Operations may extend the time for the completion of the Primary Services or any of them for such length of time as they may deem expedient upon the written application of the Developer.
- 32.2 Primary Services installation will not be considered complete by the Township until an inspection has been made by the Manager of Operations, or designate, and the Completion Certificate for Primary Services has been issued by the Manager of Operations. The Manager of Operations shall be accompanied during their inspection by the Developer's Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Manager of Operations, prior to the approval of the Completion Certificate for Primary Services.
- 32.3 The performance by the Developer of its obligations hereunder to the satisfaction of the Manager of Operations shall be a condition prior to the approval of the Completion Certificate of Primary Services
- 32.4 Prior to the Manager of Operations approving the Completion Certificate for Primary Services, the documentation listed in Sections 32.5, 32.6, 32.7 must be provided to the Manager of Operations in a single submission package.
- 32.5 The Developer's Consulting Engineer shall provide to the Manager of Operations:
- a) certificate(s) verifying that all Primary Services were installed and constructed in accordance with approved plans and specifications;
 - b) certificate(s) stating that all water mains have been flushed, chlorinated and pressure tested in accordance with Township standards;
 - c) certificate(s) stating that all water main tracer wires have been tested and the new water distribution system can be traced;
 - d) certificate(s) stating that all sprinklers servicing the development have been tested by a qualified testing agent;
 - e) copies of the hydrant test reports and fire flow test reports;

- f) certificate(s) stating that all storm and sanitary sewers have been flushed after placement of base course asphalt, air pressure tested, and inspected and videoed via close circuit T.V.;
- g) copies of the storm and sanitary sewer inspection video tape(s) and documentation;
- h) certificate stating that the approved Tree Preservation Plan, if required, has been complied with including a Clearance Letter from the Region;
- i) certificate(s) stating that all utility services required to service the Plan of Condominium are installed & constructed or a letter of commitment to complete the utility services from utility companies;
- j) certificate (Overall Grading Certificate) stating that rough grading and major drainage works or swales have been completed in accordance with the Condominium Grade Control Plan;
- k) the original drawings showing each of the said works "As Constructed" together with electronic drawing files in AutoCAD format and PDF format using Township of Wainfleet Drafting Standards; and,
- l) plans (cards) showing the location and depth of each sanitary sewer lateral, storm sewer lateral and water service lateral constructed to service each of the Lots or Blocks.

32.6 The Developer shall provide the Manager of Operations with:

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

32.7 Subject to Sections 32.5 and 32.6 hereof, upon receipt of the required documentation and the Manager of Operations' satisfaction that the installation and construction of all Primary Services has been completed in accordance with this Agreement and approved Plans, the Manager of Operations, shall date and approve the Completion Certificate for Primary Services.

33. SECONDARY SERVICES AND COMPLETION CERTIFICATE FOR SECONDARY SERVICES

33.1 With the exception of the asphalt surface course, and the sodding/hydroseeding required by Sections 27.1 and 27.2, all Secondary Services, shall be completed within eighteen (18) months after the date of the registration of the Plan of Condominium. The Manager of Operations may extend the time for completion of the Secondary Services or any of them for such length of time as they may deem necessary upon the written application of the Developer.

33.2 The final asphalt surface course shall be completed no sooner than twenty-four (24) months and no later than thirty-six (36) months after issuance of the Completion Certificate for Primary Services or as directed by the Manager of Operations.

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

complete satisfaction of the Manager of Operations, prior to the approval of the Completion Certificate for Secondary Services.

- 33.4 The Township may withhold approval of a Completion Certificate if, in the sole opinion of the Manager of Operations, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- 33.5 Prior to the Manager of Operations approving the Completion Certificate for Secondary Services, the documentation listed in Sections 30.5 and 30.6 must be provided to the Manager of Operations in a single submission package.

The Developer's Consulting Engineer shall provide to the Manager of Operations:

- a) certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications; and,
 - b) if required, the original Drawings showing each of the said works" as constructed" together with electronic drawing files in AutoCAD format and PDF format using Township of Wainfleet Drafting Standards.
- 33.6 The Developer shall provide the Manager of Operations with a Statutory Declaration from the Developer in a form satisfactory to the Manager of Operations setting out the Works completed and verifying:
- a) all such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 - b) all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and,
 - c) that there are no outstanding debts, claims or liens in respect of such works.
- 33.7 Subject to Sections 32.5 and 32.6 hereof, upon receipt of the required documentation and the Manager of Operations' satisfaction that the installation and construction of all Secondary Services has been completed in accordance with this Agreement and approved Plans, the Manager of Operations shall date and approve the Completion Certificate for Secondary Services.

34. MAINTENANCE OF THE CONDOMINIUM

- 34.1 The Developer shall provide snow plowing and sanding services and all other services including, but not limited to, maintenance and repairs of sewers, water mains and appurtenances, storm water management facility, fencing (including silt fencing and control structures) and overland drainage systems.
- 34.2 The Developer shall be responsible for the general tidy appearance of the entire Lands until completion of all building, and carry out all weed cutting and maintenance on all unsold lands and all unassumed roads to the satisfaction of the Manager of Operations.
- 34.3 The Developer shall adequately maintain all roads, sidewalks and pedestrian walkways within the Plan of Condominium free from mud, debris, building materials, and other obstructions, to the satisfaction of the Manager of Operations.
- 34.4 The Developer shall be responsible to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the Township for municipal purposes.
- 34.5 Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the Township, the Manager of Operations, at their sole option, after giving the Developer one (1) business day written notice, may perform the repairs or maintenance and all

costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Manager of Operations shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the Township not reimbursed by the Developer forthwith may be collected by the Township in like manner as municipal taxes as provided in the *Municipal Act* and with the same priorities as taxes that are overdue and payable.

35. CERTIFICATE OF FINAL ACCEPTANCE

- 35.1 The Township shall, subject to compliance by the Developer with Section 33 hereof, issue a Final Certificate of Completion of Services upon written application by the Developer provided, however, that the Township may withhold the issuance of the Final Certificate of Completion of Services if, in the sole opinion of the Manager of Operations, the Developer is in default of its obligations to repair, construct or maintain any of the Works pursuant to this Agreement. Upon receipt of written application by the developer, the applicable Works will be inspected by the Manager of Operations, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the Township and the Manager of Operations shall approve the Certificate of Final Acceptance prepared by the Developer's Consulting Engineer provided the requirements of the Certificate of Final Acceptance have been met.
- 35.2 The Developer is required to submit a certificate from a registered Ontario Land Surveyor certifying they have found and/or replaced all standard iron bars (SIB's) shown on the registered Plan of Condominium as of a date not earlier than seven days prior to the Manager of Operations approving the Certificate of Final Acceptance for Secondary Services.
- 35.3 The application, in writing, by the Developer for the Final Certificate of Completion of Services shall include the following:
- a) a statutory declaration in a form satisfactory to the Manager of Operations that all accounts for the installation, construction and maintenance of all the Works required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Works of any of them; and,
 - b) a Certificate in a format acceptable to the Manager of Operations signed by the Developer's Consulting Engineer certifying that all the Works including any repairs and deficiencies have been fully completed, inspected, tested and maintained in accordance with the provisions hereof and the standards and specifications of the Township and the Plans as approved by the Manager of Operations.
- 35.4 The Manager of Operations may withhold approval of a Certificate of Final Acceptance for Primary or Secondary Services, if, in the sole opinion of the Manager of Operations, the Developer is in default of its obligations to inspect, repair, construct, or maintain any of the Works pursuant to this Agreement and the approved Plans.
- 35.5 The issuance by the Township of the Final Certificate of Completion of Services may be withheld until eighty-five percent (85%) of the Lots have been built upon with Buildings completed to the *Building Code Act* occupancy requirements and the final grading certificates for the Lots have been approved by the Chief Building Official.
- 35.6 Maintenance of the Services and Works shall remain the responsibility of the Developer until assumed by the Vacant Land Condominium Corporation in accordance with the Municipal Responsibility Agreement executed by the Developer, the Regional Municipality of Niagara and the Township.

36. FIRE DEPARTMENT REQUIREMENTS

- 36.1 The Owner and/or Builder shall install fire sprinklers in the residential dwellings constructed on the Lands compliant with the current edition of the application National Fire Protection Association Standard; NFPA 13D: Standard for the

Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, to the satisfaction of the Township Fire Chief.

- 36.2 Prior to the issuance of any building permits for the residential dwellings to be constructed on the lands, the Developer shall demonstrate the provision of an adequate water supply storage tank for firefighting purposes, to the satisfaction of the Township Fire Chief. The water supply system shall also be suitably designed in compliance with the current edition of the applicable standards. A reduced water supply and storage for firefighting purposes may be considered with the installation of automatic fire sprinklers in accordance with National Fire Protection Association Standard; NFPA 13D: Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured.

37. BUILDING PERMITS AND OCCUPANCY

- 37.1 The Developer/Owner covenants and agrees not to apply for building permits until:

- a) all Primary Services (including roadways to base asphalt and curbs) have been completed and are operational and a Completion Certificate for Primary Services has been approved to the satisfaction of the Manager of Operations;
- b) the Township has on file an approved Condominium Grading Plan;
- c) the Developer has completed the following grading works:
 - i) rough grading of all Lots and Blocks to generally conform to the Condominium Grading Plan;
 - ii) construction and hydroseeding of all major overland flow drainage swales and other erosion control devices deemed necessary by the Township for the Lands;
- d) the Township has on file an approved Proposed Lot Grading Plan;
- e) the Township is in receipt of all applicable fees and deposits including, without limiting the generality of the foregoing:
 - i) development fees at the prevailing rate as prescribed by the Township's Development Charges By-Law 050-2016 and amendments or successors thereto;
 - ii) the Lot Grading Deposit;
 - iii) Building Permit application fee;
 - iv) Plumbing Permit application fee; and,
 - v) any other fees, deposits or payments required under this Agreement or as otherwise provided for under any other executed agreement between the Township and the Developer;
- f) the Township's Fire Department has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;
- g) the Township is satisfied all terms and conditions of this Agreement have been complied with insofar as they apply at that point in time;
- h) the Developer/Owner has paid or otherwise satisfied all development charges required by the Development Charges By-Law of the Township of Wainfleet, and the Development Charges By-Law of the Regional Municipality of Niagara, and the Development Charge of the Niagara District Catholic School Board; and,
- i) the Developer/Owner has otherwise complied with all applicable law.

- 37.2 Notwithstanding anything herein contained, the Township may refuse to issue building permits if there is an existing default in any of the provisions of this Agreement.
- 37.3 The Developer acknowledges and confirms that all charges, payments, Works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as “a development charge” are characterized as:
- a) services installed or provided at the expense of the Developer within the Plan of Condominium, as a condition of approval under Section 51 of the *Planning Act*, or
 - b) services denoted on approved Plans or specifically noted in the Agreement for which the Developer is making no claim for credits under the Development Charge By-law except as otherwise provided for under other agreements between the Township and the Developer; and,
 - c) are not charges related to development within the meaning of the *Development Charges Act, 1997* except as otherwise provided for under other agreements between the Township and the Developer.
- 37.4 Except as otherwise provided for under other agreements between the Township and the Developer, the Developer hereby releases and forever discharges the Township from any and all claims for credit against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Plan of Condominium and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.
- 37.5 The Developer/Owner may construct 1 model unit once the following Primary Services are completed: roads (base coat asphalt), watermain, and sanitary sewers.
- 37.6 Unless otherwise determined by the Chief Building Official, no dwelling, including model units, shall be occupied:
- a) until the Manager of Operations has approved the Completion Certificate for Primary Services;
 - b) until the Township has on file a Grading Conformance Certificate for the Lot; and,
 - c) until a final inspection has been completed and a Letter of Occupancy is issued by the Chief Building Official.
- 37.7 The Developer/Owner agrees to pay all applicable permit fees and unless otherwise satisfied pursuant to the terms of other agreements between the Township and the Developer, any development charges for the buildings or structures constructed as model units, and shall otherwise comply with Section 34 herein, prior to a Letter of Occupancy being issued for said units.
- 37.8 All new homes constructed shall be equipped with water meters at the sole expense of the Developer.

38. TENDERS, INSURANCE, AND BONDING

- 38.1 If required by the Township, the Developer shall call for tenders for the Works in accordance with the Township’s Procurement Policy. Where the Township requires the Developer to call for tenders, any tender proposed to be accepted by the Developer shall not be accepted until same has been approved in writing by the Manager of Operations.

38.2 Prior to commencement of any Works, the Developer shall, at its own expense, provide the Township with:

- a) a certified copy of the Developer's third party All Perils and Liability Insurance Policy naming the Township as an additional insured in a form satisfactory to the Township as follows:
 - (i) a limit of liability of not less than five million dollars (\$5,000,000.00) or such greater amount as the Manager of Operations deems advisable;
 - (ii) inclusion of the Township, its agents and servants and the Regional Municipality of Niagara as additional named insureds;
 - (iii) a provision for cross liability in respect of the named insureds;
 - (iv) non-owned automobile coverage with a limit of at least five million dollars (\$5,000,000.00) including contractual non-owned coverage;
 - (v) completed operations coverage;
 - (vi) that sixty (60) days prior notice, of any alteration, cancellation or change in policy terms which reduces coverage, shall be given in writing to the Township; and
 - (vii) owner's protective coverage.
- b) a Certificate from the Worker's Safety Insurance Board certifying the contractor is in good standing with the Board; and,
- c) satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

39. SECURITY DEPOSITS AND REFUNDS

Security Deposits

39.1 The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works for the Plan of Condominium together with all Township inspection charges, administrative and consulting fees, engineering and legal costs and in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security and cash payments before commencing any of the works provided for in this Agreement., in a form satisfactory to the Township, on accounts of aforesaid costs, charges and fees in accordance with Schedule "F" annexed hereto, which may be adjusted to reflect the values contained in the finalized construction contracts for the Works. The security should be in the form of a standby Letter or Letters of Credit with **automatic renewal provision**, in a form approved by the Township. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the Township returns the Letter of Credit in accordance with the provisions of this agreement. Schedule "F" is comprised of a Securities Summary, a Statement of a Description and Estimated Costs of Works to be Constructed by the Developer as Primary Services, and, a Description and Estimated Costs of Works to be Constructed by the Developer as Secondary Services. It is acknowledged that the securities contemplated by Schedule "F" reflect the fact that the developer has entered into a Municipal Responsibility Agreement with the Regional Municipality of Niagara and with the Township of Wainfleet, which Municipal Responsibility Agreement requires the posting of securities to the Region with respect to wastewater services and water. It is the intent of the parties that the securities to be provided under the Municipal Responsibility Agreement will not be duplicated by the securities to be held by the Township of Wainfleet under this Agreement.

- 39.2 The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or matter, the Township may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- 39.3 The Developer acknowledges and agrees that the Township reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the Township determines that any reduction in the Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the Township will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the Township has sufficient security to ensure that such work will be completed.
- 39.4 Whenever in this Agreement a Letter of Credit is required to be filed with the Township, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the Township as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- 39.5 The Developer acknowledges that upon the transfer of any ownership of the Lands, the Township will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the Township.
- 39.6 The Developer acknowledges that for the purpose of determining the amount of security to be posted, the Developer's Engineer shall provide the Township with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Primary Services and Secondary Services and to cover Township inspection charges, engineering, administrative, legal, and consulting fees shall be calculated, in a manner satisfactory to the Manager of Operations, on the basis of the Developer's Engineer's estimated cost of design, construction, supervision, inspection and maintenance of all Works as set out in Schedule "F" annexed hereto, which may be adjusted to reflect the values contained in the finalized construction contracts for the Works (less any approved Works through pre-servicing). If in the opinion of the Township the cost estimate does not reflect current costs, the Township reserves the right to modify the estimate.
- 39.7 From time to time, upon written request, the Developer's Engineer shall be required to certify in writing the actual cost of design, construction and maintenance of all Works installed and constructed to date, and the estimated cost of all outstanding Works, and the Manager of Operations will adjust the amount of security required if the actual cost of construction of all Works, installed and constructed to date or the estimated cost of all outstanding Works vary from the original estimated costs as set out in Schedule "F" annexed hereto by twenty percent (20%) of the original estimates or tender costs. The Developer hereby covenants to obtain, an amendment to the security to give effect thereto. In the event the Developer fails to increase the amount of security within fourteen (14) days of receipt of aforesaid written notice, then the Developer shall be deemed to be in Final Default of the terms and conditions of this Agreement.

Cash Payments

- 39.8 Prior to commencing any of the Works provided for in this Agreement, as security for payment of services to be rendered by the Township and its agents as required by this Agreement, and for presently outstanding payments owing

to the Township, the Developer shall, in accordance with Schedule "F" annexed hereto, which may be adjusted to reflect the values contained in the finalized construction contracts for the Works, deposit with the Township cash payment and cash security (less any Approved works from pre-servicing) which security shall include, but not be limited to the following:

- a) a cash amount to secure the Township's engineering, administrative consulting and legal costs for this Agreement, approval of the Plans, and enactment of by-laws calculated on the following basis:
 - 1. where the Cost of Construction of all Works is less than one hundred thousand dollars (\$100,000.00), the charge shall be ten thousand dollars (\$10,373.00);
 - 2. where the Cost of Construction of all Works is between one hundred thousand dollars (\$100,000.00) and four hundred thousand dollars (\$400,000.00) the charge shall be ten thousand dollars (\$10,373.00) plus four percent (4.0%) of the costs between one hundred thousand dollars (\$100,000.00) and four hundred thousand dollars (\$400,000.00); and
 - 3. where the Cost of Construction of all Works is in excess of four hundred thousand dollars (\$400,000.00) the charge shall be twenty-two thousand dollars (\$22,528.00) plus three and one-half percent (3.5%) of the costs exceeding four hundred thousand dollars (\$400,000.00);
- b) a cash amount to cover the Township's cost to supply and install street name and traffic control signage at the rate of five hundred dollars (\$500.00) per sign; and
- c) a cash amount to cover all arrears of taxes and all current taxes and all local improvement charges assessed against the Lands described in Schedule "A" annexed hereto.
- d) All cash securities not utilized by the Township in accordance with the terms of this agreement shall be returned by the Township to the Developer upon the completion of the Works so secured.

Letters of Credit

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

- (1) payment of twenty percent (120%) of the approved estimated costs of the construction of the Primary Services to service the Lands, plus one hundred and twenty percent (120%) of the approved estimated construction costs of the Secondary Services upon the Lands as shown in Schedule "F" (less approved works from pre-servicing) annexed hereto, which may be adjusted to reflect the values contained in the finalized construction contracts for the Works; and
- (2) payment of one hundred percent (100%) of any other payments or Works as may be required of the Developer by the Township pursuant to this Agreement.

The amount of the Letter of Credit required hereunder shall not be reduced unless all of the conditions of this Agreement are complied with and the

estimated costs of rectifying any outstanding deficiencies, as estimated in the sole discretion of the Manager of Operations, plus one hundred and twenty percent (120%) of the estimated costs of the completion of all outstanding Primary Services and Secondary Services plus all other outstanding costs payable under this Agreement, plus any *Construction Lien Act* requirements are all, in total, less than the amount of the Letter of Credit held by the Township. In such an instance, the amount of the Letter of Credit may, in the sole discretion of the Manager of Operations be reduced from time to time to an amount equal to the total of all amounts set out above. Such reduction shall be based on the following:

- (1) progress certificates from the Developer's Consulting Engineer setting forth the cost of the Works completed and paid to date and the cost of unfinished Works;
- (2) a request for reduction in the amount of the Letter of Credit in a form approved by the Manager of Operations and/or Planner; and,
- (3) proof of payment in a form satisfactory to the Manager of Operations and/or Planner of the amounts paid on account of the completed Works to the date of the application for reduction.

39.9 Notwithstanding anything herein contained, the amount of the Letter of Credit shall at all times be sufficient to cover the balance of the costs of the completion of the unfinished Works, including Works deferred for extended periods and the requirements of the *Construction Lien Act*.

39.10 The Developer shall pay the cost of the Works and the fees of the Developer's Consulting Engineer and the Ontario Land Surveyor.

40. DEFAULT

40.1 Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, or upon the Developer becoming insolvent or making an assignment for the benefit of creditors, the Township, at its option, may declare that the Developer is in default.

40.2 Notice of such default ("Notice of Default") shall be given by the Township and if the Developer does not remedy such default within such time as provided in the notice, the Township may declare that the Developer is in final default under this Agreement and shall then forthwith give notice of final default ("Notice of Final Default") thereof to the Developer.

40.3 Upon Notice of Default having been given, the Township may require all work by the Developer, their servants, agents, independent contractors, and sub-contractors to cease (other than any work necessary to remedy such default) until such default has been remedied and in the event of final default, may require all work as aforesaid to cease.

40.4 Upon Notice of Final Default having been given to the Developer, the Township may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- a) enter upon the Lands shown on the Plan of Condominium by its servants, agents and contractors and complete any work, services repairs or maintenance wholly or in part required herein to be done by the Developer and collect the cost thereof from the Developer and/or enforce any security available to it;
- b) make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
- c) retain any sum of money hereto for paid by the Developer to the Township for any purpose and apply the same in payment or part payment for any work which the Township may undertake;

- d) assume any work or services at its option, whether the same are completed or not, and thereafter the Developer shall have no claim or title hereto or remuneration therefore;
- e) bring action to compel specific performance of all or any part of this Agreement or for damages;
- f) add any costs incurred by the Township to the tax collector's roll for the Lands and collect such costs by action or in like manner as municipal real property taxes; or,
- g) exercise any other remedy granted to the Township under the terms of this Agreement or available to the Township in law.

40.5 Developer shall be deemed to be in Final Default if:

- a) the Township receives written notice from the Bank of its intension to not renew the Letter of Credit;
- b) the Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;
- c) the Township receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the Township is being altered, cancelled, or allowed to lapse;
- d) the Developer has not made provision for renewal at least thirty (20) days prior to the date of expiry of any insurance policy, Performance and Maintenance Bond, or Labour and Material Payment Bond;
- e) upon sale of the Lands the new Developer has not delivered to the Township, replacement security deposits; or,
- f) the Developer fails to increase security as required by the provisions of this Agreement.

41. INDEMNIFICATION

The Developer, on behalf of itself, its successors and assigns, including its successors in title of the Lands in the Plans of Condominium, hereby releases and discharges and indemnifies the Township from and against all actions, causes of action, suits, claims and demands whatsoever which may arise by reason of:

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

42. COVENANTS THAT RUN WITH THE LAND

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

43. NOTICE

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

Township of Wainfleet
Attn: Clerk
31940 Highway #3
P.O. Box 40
Wainfleet, ON L0S 1V0

and in the case of the Developer to:

Lakewood Beach Properties Ltd.
Attn: Dan Raseta
125 Carlton Street
P.O. Box 29059
St. Catharines, ON L2R 7P9

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

44. SCHEDULES

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

45. SPECIAL PROVISIONS

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

46. NUMBER AND GENDER

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

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

47. BINDING EFFECT

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

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

) **LAKEWOOD BEACH PROPERTIES LTD.**
)
)
) Signature: _____
)
)
) Print Name: _____
)
) ☐ I have authority to bind the Corporation.

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

SCHEDULE "A"

LEGAL DESCRIPTION

PIN 64449-0086
Part Lot 16 Part Lot 17
Concession 1 Wainfleet
Part 1 RP 59R-15051
Township of Wainfleet

DRAFT

SCHEDULE "B"

LANDS CONVEYED FOR PUBLIC PURPOSES

DRAFT

SCHEDULE "C"

REQUIRED MUNICIPAL EASEMENTS

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

The Developer shall convey free and clear of all encumbrances and at its own expense, an easement to The Corporation of the Township of Wainfleet; over, under and through:

1. Part 1, part of Lot 1, for storm water manhole
2. Blanket easement for fire truck access over all private roads on the Lands

DRAFT

SCHEDULE "D"

REQUIRED UTILITY EASEMENTS

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

The Developer shall convey free and clear of all encumbrances and at its own expense, an easement to N/A; over, under and through:

DRAFT

SCHEDULE "E"

LIST OF APPROVED DRAWINGS

1. Draft Plan of Condominium, prepared by T. Johns Consulting Group, dated May 25, 2018, as Drawing No. DP1-1, or the latest revision thereof.
2. General Notes and General Plan, prepared by Urban Watershed Group, dated August 17, 2018, as Drawing No. 0100 - 0200, or the latest revision thereof.
3. Grading Plan, prepared by Urban Watershed Group, dated August 17, 2018, as Drawing No. 0300 - 0304, or the latest revision thereof.
4. Plan and Profile Drawings, prepared by Urban Watershed Group, dated August 17, 2018, as Drawing No. 0400 - 0408, or the latest revision thereof.
5. Sanitary Drainage, prepared by Urban Watershed Group, dated August 17, 2018, as Drawing No. 0500, or the latest revision thereof.
6. Storm Drainage, prepared by Urban Watershed Group, dated May 11, 2018, as Drawing No. 0600, or the latest revision thereof.
7. Bio Retention Cells, prepared by Urban Watershed Group, dated August 17, 2018, as Drawing No. 0700, or the latest revision thereof.
8. Erosion and Sediment Control Plan, prepared by Urban Watershed Group, dated October 15, 2018, as Drawing No. 0800, or the latest revision thereof.
9. Composite Utility Plan, prepared by Urban Watershed Group, prepared by Urban Watershed Group, dated August 22, 2019, as Drawing No. 0900, or the latest revision thereof.
10. Miscellaneous Details, prepared by Urban Watershed Group, dated August 17, 2018, as Drawing No. 1000 – 1002, or the latest revision thereof.
11. Site Plan, Lakewood Beach, prepared by T. Johns Consulting Group, dated August 21, 2018, as Drawing No. SP1-1, or the latest revision thereof.
12. Site Plan – Lighting Study, prepared by Dillon Consulting, dated September 7, 2018 as Drawing No. SE1 – SE4, or the latest revision thereof.
13. Tree Preservation Plan, prepared by T. Johns Consulting Group, dated October 26, 2018 as Drawing No. LP1, or the latest revision thereof.
14. Streetscape Plan, prepared by T. Johns Consulting Group, dated October 26, 2018 as Drawing No. LP2, or the latest revision thereof.
15. Entrance and Rain Garden Landscape Details, prepared by T. Johns Consulting Group, dated October 26, 2018 as Drawing LP3, or the latest revision thereof.
16. Primary Beach Access and General Access Landscape Details, prepared by T. Johns Consulting Group, dated October 26, 2018 as Drawing No. LP4, or the latest revision thereof.
17. Beach Accesses 2 and 3 Landscape Details, prepared by T. Johns Consulting Group, dated October 26, 2018 as Drawing No. LP5, or the latest revision thereof.
18. Tree Planting Plan, prepared by T. Johns Consulting Group, dated October 26, 2018 as Drawing No. LP6 – LP9, or the latest revision thereof.
19. Sewage System: Type 'A' Dispersal Beds Construction Drawing Set, prepared by Gunnell Engineering Ltd., dated March 25, 2019 as Drawing No. NDX, SP-1, SP-2 and DT-1-DT-6, or the latest revision thereof.
20. Water Distribution Drawings, prepared by Clearford Water Systems, dated October 26, 2019 as Drawing No. S01-S08 and P01, or the latest revision thereof.

SCHEDULE “F” OF AGREEMENT
DESCRIPTION AND ESTIMATED COSTS OF WORKS
TO BE CONSTRUCTED BY THE DEVELOPER
LAKEWOOD BEACH DEVELOPMENT

UPDATE: 23 Sept 2020

DESCRIPTION OF PRIMARY SERVICES					PROJECT COST
A	MOBILIZATION / DEMOBILIZATION (GENERAL WORKS)				\$51,970.00
B	STORM SEWERS				\$213,407.00
C	SANITARY SEWERS				\$1,442,025.00
D	WATERMAINS				\$500,202.00
E	ROADWORKS				\$469,044.28
	SUB-TOTAL				\$2,676,648.28
	CONTINGENCIES (5%)				\$133,832.41
	ENGINEERING (10%)				\$267,664.83
	13% Tax (HST)				\$400,158.92
	TOTAL ESTIMATED CONSTRUCTION COSTS				\$3,478,304.44
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION A - MOBILIZATION / DEMOBILIZATION (GENERAL WORK)					
1	Mobilization/Demobilization (General Works)	1.0	l.s	\$ 5,000.00	\$ 5,000.00
2	Rock Check Dams	13.0	ea	\$ 500.00	\$ 6,500.00
3	Silt Fence				
3.01	Maintenance of Existing Silt Fence	550.0	l.m	\$ 19.00	\$ 10,450.00
3.02	Single Row Silt Fence	790.0	l.m	\$ 38.00	\$ 30,020.00
3.03	Double Row Silt Fence	550.0	l.m	\$ 12.00	\$ 6,600.00
4	Construction Entrance Mat	1.0	l.s	\$ 7,000.00	\$ 7,000.00
	TOTAL SECTION A				\$51,970.00

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION B - STORM SEWERS					
1	Supply & Install Ditch Inlet & Lead Single	4.0	ea	\$ 5,460.00	\$ 21,840.00
2	Supply & Install Storm Manhole, complete riser, moduloc and frame & grate 1500mm s (OPSD 701.011)	2.0	ea	\$ 6,300.00	\$ 12,600.00
	Supply and Install Headwall & Rip Rap	1.0	l.s	\$ 22,000.00	\$ 22,000.00
3	Supply & Install Storm Sewers 750mm s Concrete	93.1	l.m.	\$ 650.00	\$ 60,515.00
4	Supply and Install CSP Culverts 400mm CSP	18.0	ea	\$ 2,500.00	\$ 45,000.00
	500mm CSP	5.0	ea	\$ 3,250.00	\$ 16,250.00
	600mm CSP	3.0	ea	\$ 3,600.00	\$ 10,800.00
	Road Crossing Culverts (2.0mm Wall Thickness) 400mm CSP	3.0		\$ 4,770.00	\$ 14,310.00
	500mm CSP	2.0		\$ 4,115.00	\$ 8,230.00
5	Flushing and CCTV Inspection Substantial Performance	93.1	l.m	\$ 10.00	\$ 931.00
	End of Warranty	93.1	l.m	\$ 10.00	\$ 931.00
	TOTAL SECTION C				\$213,407.00

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	CURRENT AMOUNT
SECTION C - WASTEWATER SERVICING					
1	Supply & Install Sanitary Manhole, complete riser, modoloc and frame & grate a) 1200mm ø (OPSD 701.010)	7.0	ea	\$ 5,900.00	\$ 41,300.00
2	Supply & Install Sanitary Sewers 200mm ø PVC	497.0	l.m.	\$ 170.00	\$ 84,490.00
	100mm ø HDPE Forcemain	215.0	l.m.	\$ 190.00	\$ 40,850.00
3	Supply & Install 125mm ø Residential Sanitary Service to Property Line	41.0	ea	\$ 595.00	\$ 24,395.00
4	Flushing and CCTV Inspection				
	Substantial Performance	712.0	l.m	\$ 10.00	\$ 7,120.00
	End of Warranty	712.0	l.m	\$ 10.00	\$ 7,120.00
	Service Lateral	41.0	ea	\$ 300.00	\$ 12,300.00
5	Pumping Station	1.0	l.s	\$ 120,000.00	\$ 120,000.00
6	Metering Chamber	1.0	l.s	\$ 51,000.00	\$ 51,000.00
7	Forcemain (Lift Station to Treatment)	1.0	l.s	\$ 26,000.00	\$ 26,000.00
8	Equalization/Clarifier (2)	1.0	l.s	\$ 48,000.00	\$ 48,000.00
9	Treatment System	1.0	l.s	\$ 510,600.00	\$ 510,600.00
10	Effluent Storage & Pumping (1)	1.0	l.s	\$ 50,350.00	\$ 50,350.00
11	Sludge Storage (1)	1.0	l.s	\$ 24,000.00	\$ 24,000.00
12	Forcemain to Disposal Beds (3)	1.0	l.s	\$ 27,000.00	\$ 27,000.00
13	Disposal Beds (3)	1.0	l.s	\$ 305,000	\$ 305,000.00
14	Electrical & Controls Allowance	1.0	l.s	\$ 62,500	\$ 62,500.00
	TOTAL SECTION D				\$1,442,025.00

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION D - WATER SERVICING (Internal Only)					
1	Supply, & Install Watermain a) 50mm ø HDPE DR 11	1094.0	l.m.	\$ 118.00	\$ 129,092.00
2	Supply & Install Gate Valve & Box a) 50mm ø	7.0	Ea	\$ 1,100.00	\$ 7,700.00
3	Supply & Install 19mm ø Domestic Residential Water Service to Property Line with curbstop	41.0	Ea	\$ 590.00	\$ 24,190.00
4	Supply and Install 50mm Blow Off	2.0	ea	\$ 3,815.00	\$ 7,630.00
5	Testing, Disinfection and Commissioning of Watermain	1094.0	l.m	\$ 10.00	\$ 10,940.00
6	Forcemain to Water Treatment (on site)	1.0	l.s	\$ 53,750.00	\$ 53,750.00
7	Fire Water Storage	1.0	l.s	\$ 84,500.00	\$ 84,500.00
8	Fire Water Supply Line	1.0	l.s	\$ 40,000.00	\$ 40,000.00
9	Fire Line Dry Hydrant (1 x 6in)	1.0	l.s	\$ 13,500.00	\$ 13,500.00
10	Treated Water Storage (2)	1.0	l.s	\$ 59,000.00	\$ 59,000.00
11	Misc Piping	1.0	l.s	\$ 11,500.00	\$ 11,500.00
12	BFP (x2)	1.0	l.s	\$ 4,900.00	\$ 4,900.00
13	BFP & Meter Chambers (2)	1.0	l.s	\$ 19,000.00	\$ 19,000.00
14	Distribution Pumping & Metering	1.0	l.s	\$ 34,500.00	\$ 34,500.00
	TOTAL SECTION E				\$500,202.00

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION E – ROADWORKS					
1	Sub-Grade Preparation	15,054	m²	\$ 2.28	\$ 34,321.98
2	Supply & Place Granular 'B'				
	300mm Depth	6,810	m²	\$ 13.98	\$ 95,203.80
3	Supply & Place Granular 'A'				
	150mm Depth	6,810	m²	\$ 7.35	\$ 50,053.50
4	Supply & Place HL8 Binder Course Asphalt				
	50mm Depth	6,200	m²	\$ 15.00	\$ 93,000.00
5	Construct Bio Swale	385	l.m	\$ 89.00	\$ 34,265.00
6	Construct Grass Swale	750	l.m	\$ 38.00	\$ 28,500.00
7	Construct Bio-Retention Cell	2	ea	\$ 66,000.00	\$ 132,000.00
8	Construct and Install Canada Post Mailbox Pads	1	ea	\$ 1,700.00	\$ 1,700.00
	TOTAL SECTION F PRIMARY SERVICES				\$469,044.28

SCHEDULE "F" OF AGREEMENT SECONDARY SERVICES

**DESCRIPTION AND ESTIMATED COSTS OF WORKS
TO BE CONSTRUCTED BY THE DEVELOPER**

LAKEWOOD BEACH DEVELOPMENT

UPDATE: 23 Sept 2020

DESCRIPTION OF SECONDARY SERVICES					PROJECT COST
A	ROADWORKS				\$70,060.00
B	LANDSCAPING				\$1,195,870.20
	SUB-TOTAL				\$1,265,930.20
	CONTINGENCIES (5%)				\$63,296.51
	ENGINEERING (10%)				\$126,593.02
	13% Tax (HST)				\$189,256.56
	TOTAL ESTIMATED CONSTRUCTION COSTS				\$1,645,076.29
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION A - ROADWORKS					
1	Supply & Place HL3 Surface Course Asphalt				
	40mm Depth	6200.0	m²	\$ 11.30	\$ 70,060.00
	TOTAL SECTION F				\$70,060.00
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT
SECTION G - LANDSCAPING					
1	Site Structures				
1.01	Tree Preservation Fencing	1.0	ea	\$ 6,200.00	\$ 6,200.00
1.02	1.7m Alternating Board Fence (cedar)	117.5	l.m	\$ 220.00	\$ 25,850.00
1.03	Granite Boulder Retaining Wall	51.4	l.m	\$ 200.00	\$ 10,280.00
1.04	Armourstone Edge Restraint	34.4	l.m	\$ 250.00	\$ 8,600.00
1.05	Granite Beach Stone c/w Filter Cloth	46.0	m²	\$ 38.00	\$ 1,748.00
1.06	Permaloc Aluminum Edging	71.5	l.m	\$ 17.00	\$ 1,215.50
1.07	Signage	1.0	l.s	\$ 5,000.00	\$ 5,000.00
1.08	1.2m Limestone Pathway	150.0	m²	\$ 45.00	\$ 6,750.00
1.09	Metal Fence + Pilasters	105.0	l.m	\$ 670.00	\$ 70,350.00
1.1	Bench on Concrete Pad	6.0	ea	\$ 2,600.00	\$ 15,600.00
2	Boardwalks				
2.01	Boardwalk #1	88.0	l.m	\$ 2,275.00	\$ 200,200.00
2.02	Boardwalk #2	169.0	l.m	\$ 2,000.00	\$ 338,000.00
3	Plant Material				
3.01	Assorted Trees	1.0	l.s	\$ 210,957.60	\$ 210,957.60
3.02	Assorted Shrubs	1.0	l.s	\$ 45,399.20	\$ 45,399.20
3.03	Assorted Perennials	1.0	l.s	\$ 18,187.40	\$ 18,187.40
3.04	Planting Soil (Trees)	313.0	m²	\$ 20.00	\$ 6,260.00
3.05	Planting Soil (Beds)	1800.0	m²	\$ 20.00	\$ 36,000.00
4	Restoration				
4.01	Topsoil + Sod	5,375	m²	\$ 13.50	\$ 72,562.50
4.02	Topsoil + seed	2,700	m²	\$ 19.50	\$ 52,650.00
4.03	ESC Mat	2,700	m²	\$ 7.80	\$ 21,060.00
4.04	Wood Chip Mulch	4,300	m²	\$ 10.00	\$ 43,000.00
	TOTAL SECTION G				\$1,195,870.20

SCHEDULE "F" SECURITIES SUMMARY
FOR MUNICIPAL RESPONSIBILITY AND CONDOMINIUM
AGREEMENTS WORKS TO BE CONSTRUCTED BY THE DEVELOPER
LAKEWOOD BEACH DEVELOPMENT

UPDATE: 23 Sept 2020

MUNICIPAL RESPONSIBILITY AGREEMENT SECURITIES		PROJECT COST
A	SCHEDULE "C" - WATER SERVICES	\$650,012.50
B	SCHEDULE "D" - WASTEWATER SERVICES	\$1,873,911.49
	SUB-TOTAL	\$2,523,923.99
1	TOTAL SECURITIES - MRA (100% of Capital Works)	\$2,523,923.99
TOWNSHIP (CONDOMINIUM AGREEMENT) PRIMARY WORKS SECURITIES		PROJECT COST
A	MOBILIZATION / DEMOBILIZATION (GENERAL WORKS)	\$51,970.00
B	STORM SEWERS	\$213,407.00
C	SANITARY SEWERS	\$1,442,025.00
D	WATERMAINS	\$500,202.00
E	ROADWORKS (PRIMARY)	\$469,044.28
	SUB-TOTAL PRIMARY WORKS CAPITAL COSTS	\$2,676,648.28
	CONTINGENCIES (5%)	\$133,832.41
	ENGINEERING (10%)	\$267,664.83
	13% Tax (HST)	\$400,158.92
	TOTAL PRIMARY WORKS - CAPITAL COSTS	\$3,478,304.44
	LESS MRA SCHEDULE "C" - WATER SERVICES	-\$650,012.50
	LESS MRA SCHEDULE "D" - WASTEWATER SERVICES	-\$1,873,911.49
2	TOTAL SECURITIES - TOWNSHIP PRIMARY WORKS (120%)	\$1,145,256.54
TOWNSHIP (CONDOMINIUM AGREEMENT) SECONDARY WORKS SECURITIES		PROJECT COST
A	ROADWORKS (SECONDARY)	\$70,060.00
B	LANDSCAPING	\$1,195,870.20
	SUB-TOTAL	\$1,265,930.20
	CONTINGENCIES (5%)	\$63,296.51
	ENGINEERING (10%)	\$126,593.02
	13% Tax (HST)	\$189,256.56
3	TOTAL SECURITIES - TOWNSHIP SECONDARY WORKS (120%)	\$1,974,091.55
TOWNSHIP FEES		
A	Township Administration Fee -Condominium Agreement Fee	\$3,500.00
B	Final Approval of a Draft Plan of Condominium Fee	\$1,627.00
C	Street Signs	\$1,500.00
D	Traffic Signs - Stop Signs	\$2,000.00
4	TOTAL TOWNSHIP FEES	\$8,627.00
5	TOTAL SECURITIES & FEES - ALL AGREEMENTS (1 + 2 + 3 + 4)	\$5,651,899.08

SCHEDULE "G"

DRAFT PLAN CONDITIONS

Conditions of Draft Plan Approval Lakewood Beach Plan of Condominium (File No. P01-2014)

The conditions of final approval and registration of the Lakewood Beach Plan of Condominium by Lakewood Beach Developments Ltd. File No. P01-2014 Township of Wainfleet are as follows:

DRAFT PLAN

1. That prior to final approval of the Draft Plan of Condominium, the Owner shall submit a revised Draft Plan of Condominium, to the satisfaction of Township Staff, changing "Unit 42" to "Block 42", and identifying it as a Common Element block.
2. That this approval applies to the Lakewood Beach Draft Plan of Condominium, Part 1, 56R-13140, Lots 16 & 17, Concession 1, Township of Wainfleet, prepared by T. Johns Consulting Group Ltd., dated December 6, 2016 showing the following blocks, and a future revised plan reflecting the change in Condition #1 above:
 - Units 1-41: single detached dwelling
 - Unit 42: lands to be retained by applicant
 - Common Element Blocks
 - Block 43: open space
 - Blocks 44-46: walkway blocks
 - Blocks 47-48: stormwater management blocks
 - Block 49: recreation and boat storage block
 - Block 50: servicing block
 - Block 51: private road block
 - Block 52: beach block
3. That the headings inserted in these draft plan conditions are inserted for convenience only and shall not be used as a means of interpreting these draft plan conditions.

AGREEMENTS AND FINANCIAL REQUIREMENTS

4. That prior to final approval, the Owner shall provide three (3) paper copies and an electronic copy of the pre-registration plan, prepared by an Ontario Land Surveyor, and a letter to the Township of Wainfleet stating how all the conditions imposed have been or are to be fulfilled.
5. That prior to final approval, the Owner shall submit a Solicitor's Certificate of Ownership for the Plan of Condominium land to the Township of Wainfleet prior to the preparation of the Condominium/Development Agreement.
6. That prior to any site alteration, the Condominium/Development Agreement between the Owner and the Township of Wainfleet shall be registered by the Municipality against the lands to which it applies in accordance with the Planning Act R.S.O. 1990, c. P.13.
7. That prior to final approval, the Owner agrees to implement the proposed landscape and streetscape features in accordance with the submitted Tree Preservation and Landscape Plans dated November 1, 2016, and provide any securities as may be required by the Township of Wainfleet. The Owner shall consult with the adjacent landowners to ensure landscaping is appropriately provided.
8. That prior to final approval, the Township shall be satisfied that the Condominium/Development Agreement between the Owner and the Township of Wainfleet contains provisions whereby the Owner agrees to implement and maintain the landscape and streetscape features in accordance with Condition #7 above.

9. That prior to any site alteration, or final approval, the Owner shall submit all supporting materials, prepared by a qualified professional, as required by the Township or any applicable authority, and shall agree to implement the recommendations of the reports, studies and plans to the satisfaction of the Manager of Operations, and any other applicable authority.
10. That this approval is for a period of three (3) years. Approval may be extended pursuant to Section 51 (33) of the *Planning Act R.S.O. 1990, c. P.13* but no extension can be granted once the approval has lapsed. If the Owner wishes to request an extension to the approval, a written explanation on why the extension is required, together with the resolution from the Region must be submitted for Township Council's consideration, prior to the lapsing date.
11. That if final approval is not given to this draft plan within three (3) years of the approval date, and no extensions have been granted, approval will lapse under Section 51 (32) of the *Planning Act R.S.O. 1990, c. P.13*.
12. That it is the Owner's responsibility to fulfill the conditions of draft plan approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Township, quoting file number **P01-2014** and referencing the conditions that are cleared.

LAND TRANSFERS AND EASEMENTS

13. That prior to final approval, the Owner agrees to deed any and all easements that may be required for access utility and drainage purposes be granted to the appropriate authorities and utilities.
14. That the Condominium/Development Agreement include a clause protecting the right of the public to have access over Block 52, for the purposes of traversing the lands and promoting an open and connected waterfront.

ZONING

15. That prior to final approval, the zoning by-law amendment application (File No. Z08-2014), which reflects the layout of the draft plan of condominium has come into effect in accordance with the provisions of Section 34 of the *Planning Act R.S.O. 1990, c. P.13*.
16. That prior to final approval, the Owner shall submit to the Township of Wainfleet three (3) paper copies and an electronic copy of the proposed draft plan and a letter prepared by an Ontario Land Surveyor to confirm zoning compliance.

ROADS

17. That the private streets be named to the satisfaction of the Township of Wainfleet.
18. That prior to final approval, the Owner provides detailed engineering design drawings for street lighting facilities required to service the subject lands to the Manager of Operations for review and approval. Street lighting is to be provided in such a way that minimizes light pollution on neighbouring properties.
19. That the Owner agrees to provide decorative street lighting to the satisfaction of the Manager of Operations.
20. That prior to final approval, the Owner agrees to provide a detailed streetscape plan in accordance to the satisfaction of the Township Planner and Manager of Operations.
21. That prior to any construction taking place within the Township road allowance, the Owner shall obtain a Township of Wainfleet Temporary Works Permit. Applications must be made through the Department of Public Works.

22. That prior to final approval, the Owner is required to enter into a Road Use Agreement (RUA) with the Township for any construction taking place within the Township road allowance, including the construction and installation of water services along Lakeshore Road. The RUA shall be prepared to the satisfaction of the Manager of Operations and be separate from the Condominium/Development Agreement.

SERVICES

23. That the Owner shall install sustainable private services in accordance with the preferred servicing alternative of the Master Servicing Study Class Environmental Assessment completed for the subject lands to the satisfaction of the Ministry of Environment and Climate Change and the Township of Wainfleet.
24. That the Condominium/Development Agreement between the Owner and the Township of Wainfleet contain provisions whereby the Owner agrees to implement and maintain the preferred servicing alternative in accordance with Condition #23 above.
25. That prior to the issuance of a building permit, the Owner shall remove the existing inoperable sub-sewage system in accordance with Section 53 of the Ontario Water Resources Act (OWRA S.53) and to the satisfaction of the Township's Manager of Operations. The Owner shall agree in the Condominium/Development Agreement to notify purchasers of a former sub-sewage system on the property.
26. That prior to final approval, the Owner shall submit the necessary information and/or studies to demonstrate that the Long Beach Water Treatment Plant has sufficient capacity to service the subject lands, while still providing adequate service to all existing customers of the Long Beach Water Treatment Plant, to the satisfaction of the Township of Wainfleet and the Region of Niagara.
27. That prior to final approval, the Owner shall submit the necessary noise and odour studies demonstrating that the proposed Wastewater Treatment Plant will not generate any adverse impacts on surrounding sensitive uses.

UTILITIES

28. That prior to final approval, the Owner shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities.
29. That prior to any site alteration, the Owner shall enter into any agreement as required by utility companies for installation of services, including street lighting, all to the satisfaction of the Township of Wainfleet. All utilities servicing the plan of condominium shall be underground. Upon installation and acceptance by the Township, streetlights and streetlight electrical supply system will be added to the Township's inventory.
30. That the Owner grade all road allowances as close to the final elevation as possible, provide necessary field survey information and all approved cross sections, identifying all existing and proposed utility locations prior to the installation of utilities.

NIAGARA REGION PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

31. That the following warning clause be included in the Condominium/ Development Agreement and inserted in all Agreements of Purchase and Sale or Lease for all units:
"The lands in the plan of condominium may be exposed to noise, odour, dust, light, vibration, smoke and flies from nearby agricultural operations that may interfere with some activities of the Owners/tenants who occupy these lands".
32. That the following warning clause be included in the Condominium/ Development Agreement and inserted into all Agreements of Purchase and Sale or Lease:

"The lands in the plan of condominium may be exposed to periodic emissions of unpleasant odours and noise from the normal or emergency operation of the Wastewater Treatment Plant on these lands".

33. That the following clause be included in the Condominium/Development Agreement:

"Should deeply buried archaeological remains/resources be found on the property during construction activities, the Heritage Operations Unit of the Ontario Ministry of Tourism, Culture and Sport in London (519-675-7742) shall be notified immediately. In the event that human remains are encountered during construction, the Owner should immediately notify the police or coroner, the Registrar of Cemeteries of the Ministry of Small Business and Consumer Services in Toronto (416-326-8392), the Ministry of Tourism, Culture and Sport."

34. That the Owner enters into a Municipal Responsibility Agreement with the Regional Municipality of Niagara to address potential future requirements for the servicing of the site. This agreement needs to be reviewed and approved by the Region of Niagara, in consultation with the Township of Wainfleet, prior to registration of the development.

35. That prior to final approval for registration of this plan of condominium, the Owner shall submit to the Region of Niagara the required Ministry of the Environment and Climate Change Compliance Approval Certificates and approved design drawings.

36. That prior to approval of the final plan or any on-site grading, the Owner shall submit a detailed stormwater management plan for the condominium and the following plans designed and sealed by a qualified professional engineer in accordance with the Ministry of the Environment and Climate Change documents entitled Stormwater Management Planning and Design Manual, March 2003 and Stormwater Quality Guidelines for New Development, May 1991, or their successors to the Niagara Peninsula Conservation Authority for review and approval, with a copy provided to the Niagara Region Planning and Development Services Department:

- a) Detailed lot grading, servicing and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site;
- b) Detailed erosion and sedimentation control plans;
- c) Detailed phasing of construction of the stormwater management facility to coincide with phasing of development of residential lands (internal and external to the condominium) planned to be serviced by the stormwater management facility; and,
- d) Detailed costs to construct the stormwater management facility with benefitting area costs breakdown.

Note: The Regional Municipality of Niagara may request the Niagara Peninsula Conservation Authority to review the detailed lot grading and drainage plan as well as the detailed sediment and erosion control plan on the Region's behalf and to submit comments to the Niagara Region Planning and Development Services Department regarding the approval of these plans and the subsequent clearance of related conditions by the Development Services Division. Please also note that NPCA's fee for review of stormwater management plans is in addition to the Regional Municipality of Niagara's final clearance fee.

37. That the Condominium/Development Agreement between the Owner and the Township of Wainfleet contain provisions whereby the Owner agrees to implement the approved plan(s) required in accordance with Condition #36 above.

38. That prior to final approval, the Owner shall ensure that all streets and development blocks can provide an access in accordance with the Regional

Municipality of Niagara policy, “Requirements for Commencement of Collection for New and Redevelopments”, and by-laws relating to the curbside collection of waste throughout the development.

39. That the Condominium/Development Agreement between the Owner and the Township of Wainfleet contain provisions whereby the Owner and/or subsequent Owner to agree to comply with the Regional Municipality of Niagara policy “Requirements for Commencement of Collection for New and Redevelopments” and to enter into an Indemnity Agreement with the Region which is required prior to collection commencing.

NIAGARA PENINSULA CONSERVATION AUTHORITY

40. That prior to final approval, the Owner submit to the Niagara Peninsula Conservation Authority for review and approval, grading, storm servicing, stormwater management, and construction sediment control drawings. All stormwater drawings are to illustrate the 100-year flood plain of the Casey Drain. Stormwater quality is required to achieve an Enhanced standard. The Niagara Peninsula Conservation Authority will require confirmation that major overland storm flows can be safely conveyed to Lake Erie without negatively impacting adjacent landowners, municipal infrastructure, or the Lake Erie shoreline.
41. That prior to final approval, the Owner submit to the Niagara Peninsula Conservation Authority for review and approval a site plan drawing showing the location of the 100 year flood plain for Casey Drain, as proposed in the January 8, 2010 AMEC memo, the erosion hazard limit for Lake Erie, as determined the Shoreline Hazard Assessment (prepared by Shore Plan, dated June 13, 2007), the location of all proposed buildings and structures, the location of all buffers relating to Fish Habitat, and any other information deemed necessary by the Niagara Peninsula Conservation Authority.
42. That prior to final approval, the Owner submit to the Niagara Peninsula Conservation Authority for review and approval engineering information to demonstrate how Block 51 (Sunny Beach Lane) will not be subjected to more than 0.3 metres of flooding by the 100 year flood plain of Casey Drain. If any portion of Block 51 is subject to more than 0.3 metres of flooding, the issue will have to be rectified otherwise the Draft Plan may need to be modified.
43. That the Owner apply for and obtain Work Permits from the Niagara Peninsula Conservation Authority prior to any site alteration for the following:
- a. Any cut/fill operation of the Casey Drain 100 year flood plain;
 - b. Any stormwater management outlets within the Casey Drain or Lake Erie regulated area;
 - c. Any water/sanitary service installation within the 100 year flood plain, regardless of whether the service is being installed on private or public lands; and
 - d. Any walkways or similar structures within the Lake Erie regulated area.
44. That prior to the issuance of a building permit, the Owner provide written confirmation that all unnecessary monitoring wells have been decommissioned in accordance with Ministry of the Environment and Climate Change Regulations, to the satisfaction of the Niagara Peninsula Conservation Authority.
45. That prior to final approval, the Owner submit to the Niagara Peninsula Conservation Authority for review and approval an Environmental Management Plan, as detailed in Section 6.1.1 of the Updated Scoped Environmental Impact Study (prepared by Dillon consulting, dated July 2016) and required to demonstrate conformity with Policy 7.B.1.11 of the Regional Official Plan.
46. That sediment control and limit of work fencing be shown on the Grading Plan, in accordance with Section 6.1.7 of the Updated Scoped Environmental Impact Study (prepared by Dillon consulting, dated July 2016), to the satisfaction of the Niagara Peninsula Conservation Authority. Limit of work fencing must be maintained during the development process and all silt fencing shall be removed

once work is completed and all exposed soils are re-vegetated or otherwise stabilized.

47. That prior to final approval, Blocks 43 and 52 and the Fowler's Toad Habitat be zoned to an Environmental Protection or Open Space category to the satisfaction of the Niagara Peninsula Conservation Authority.
48. That the Owner agree to implement the requirements of the Tree Assessment Survey & Preservation Plan (prepared by John A. Morley and Associates, dated January 14, 2014 and last revised November 4, 2016), to the satisfaction of the Niagara Peninsula Conservation Authority.
49. That the Owner include the following wording in the Condominium/Development Agreement between the Owner and the Township of Wainfleet:
 - a. No fill, construction materials or equipment shall be placed beyond the limit of work fence into the buffer of Casey Drain or the buffer of Lake Erie.
 - b. Vehicle and equipment refueling will be conducted in such a way as to prevent any spills from migrating beyond the limit of work fencing.
50. That Conditions 43, 44, 48 and 49 above be incorporated into the Condominium/Development Agreement between the Owner and the Township of Wainfleet, to the satisfaction of the Niagara Peninsula Conservation Authority. The Township of Wainfleet shall circulate the draft Condominium/Development Agreement to the Niagara Peninsula Conservation Authority for its review and approval.
51. That vegetation removal associated with clearing, site access, and staging shall occur outside March 15 and August 31, the key breeding bird period identified by Environment Canada for migratory birds to ensure compliance with the Migratory Birds Convention Act (MBCA), 1994 and Migratory Bird Regulations (MBR). Furthermore, for any proposed clearing of vegetation within this period, a nest survey shall be completed by a qualified avian biologist prior to commencement of works to identify and locate active nests of species covered by the MBCA.

TOWNSHIP – OPERATIONS DEPARTMENT – DRAINAGE

52. That prior to final approval, the Owner submit to the Township of Wainfleet and Niagara Peninsula Conservation Authority, for review and approval, grading, storm servicing, stormwater management, and construction sediment control drawings.
53. That, if determined to be required by the Township of Wainfleet, the Owner is required to enter into an Apportionment Agreement, or multiple agreements if required, for the subject lands and the adjacent residential parcel for drain maintenance costs related to the Casey Drain. A clause to this effect shall be included within the Condominium/Development Agreement, to ensure that the Owner of the lands, be it the Owner, Condominium Corporation, or other party, shall be responsible for maintenance costs.

TOWNSHIP – FIRE & EMERGENCY SERVICES

54. That prior to final approval, the Owner is required to demonstrate the provision of appropriate emergency access to the subject lands, to the satisfaction of the Township Fire Chief.
55. That the Condominium/Development Agreement require that the Owner and/or Builder install fire sprinklers in compliance with the current edition of the applicable National Fire Protection Association Standard; NFPA 13D: Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, to the satisfaction of the Township Fire Chief.
56. That prior to final approval, the Owner is required to demonstrate the provision of an adequate water supply storage tank for firefighting purposes, to the satisfaction of the Township Fire Chief. The water supply system shall also be suitably

designed in compliance with the current edition of the applicable standards. A reduced water supply and storage for firefighting purposes may be considered with the installation of automatic fire sprinklers in accordance with National Fire Protection Association Standard; NFPA 13D: Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured. This clause shall be included within the Condominium/Development Agreement.

CANADA POST

57. That prior to final approval, the Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner will then indicate these locations on the appropriate servicing plans.
58. That the Owner agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential home Owners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
59. That the Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The Owner also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected home Owners of any established easements granted to Canada Post to permit access to the Community Mail Box.
60. That the Owner will provide a suitable and safe temporary site for a Community Mail Box.
61. That the Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - a. A concrete pad(s) (consult Canada Post for detailed specifications); and,
 - b. Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).

SCHEDULE "H"

SPECIAL PROVISIONS

1. All references to Lots and Blocks in this Agreement are to be the Plan of Condominium (59M - _____) and all references to Easements in this Agreement are to be the Compiled Easement Plan (59R- _____).
2. The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause:

“All Works within the Condominium, including but not limited to storm sewers, sanitary sewers, watermain, roads, curbs and gutters, street lighting and drainage works and swales, are contracted by the Developer. The Developer is obligated to maintain the Works in accordance with the Agreement and Plans registered on title.”
3. The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause:

“The lands in the Condominium are subject to the payment of development charges which are payable prior to the issuance of a building permit.”
4. The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause:

“All building roof downspouts and sump pump discharge within this Condominium shall discharge only to ground surface via splash pads to either side or rear yards, with no direct connection to the storm sewer or discharge directed to the driveway or roadway.”
5. The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause:

“The lands in the plan of condominium may be exposed to noise, odour, dust, light, vibration, smoke and flies from nearby agricultural operations that may interfere with some activities of the Owners/tenants who occupy these lands.”
6. The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause:

“The lands in the plan of condominium may be exposed to periodic emissions of unpleasant odours and noise from the normal or emergency operation of the Wastewater Treatment Plant on these lands.”
7. The Developer shall acknowledge that vegetation removal associated with clearing, site access and staging should occur outside the key breeding bird period identified by Environment Canada for migratory birds to ensure compliance with the Migratory Birds Convention Act (MBCA), 1994 and Migratory Bird Regulations (MBR). Vegetation removal should be undertaken outside the breeding season for migratory birds (March 15 and August 31). For any proposed clearing of vegetation within this timeframe a nest survey should be completed by a qualified avian biologist prior to commencement of works to identify and locate active nests of species covered by the MBCA. This should include the development of a mitigation plan to address any potential impacts on migratory birds and their active nests.

SCHEDULE "I"

BUILDING RESTRICTIONS

(To be included in all Deeds)

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

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

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

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

The Purchaser shall, in the event of requiring a different driveway entrance from that installed by the Vendor, relocate services/utilities at purchaser's expense, cut and reconstruct the concrete curb where necessary on the roadway adjacent to the land herein described. He/she shall install, keep and maintain his driveway entrance or entrances from the travelled portion of the roadway to the Lot line in good condition until the concrete sidewalk, concrete curbs and/or asphalt roadways for the said Condominium are constructed.

The Purchaser shall, within nine (9) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, pave or cause to be paved the driveway upon the Lot. Paving shall consist of a hard surface such as asphalt, concrete, paving stones, paving bricks or other similar materials. Crushed brick is not a suitable alternative.

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

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

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

SCHEDULE "I"

BUILDING RESTRICTIONS

(To be included in all Deeds)
(Continued)

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

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

The Purchaser shall not discharge by direct connection to a sanitary or storm sewer any discharge from eavestroughing, downspouts or swimming pools.

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

DRAFT

APPENDIX "C"

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

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

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

AND WHEREAS the Council of the Township of Wainfleet has authorized final approval of draft plan of condominium, File No. P01/2014W, upon execution of the condominium agreement;

AND WHEREAS the registration of the plan of condominium will establish two private roads to service the condominium;

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

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

1. **THAT** Schedule "A" of By-law 042-2010, as amended, be further amended to include Lakewood Beach Drive (private) and Sandy Lane (private) in the consolidated list of street names in the Township of Wainfleet;
2. **AND THAT** the By-law shall come into effect upon registration of the plan of condominium.

BY-LAW READ AND PASSED THIS 7th DAY OF DECEMBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

TO: Mayor Gibson & Members of Council

FROM: Richard Nan, Manager of Operations

DATE OF MEETING: December 7, 2021

SUBJECT: **Amendment to Traffic Bylaw 010-2018**

RECOMMENDATION(S):

THAT Report PWSR-024/2021 respecting an amendment to the Parking and Traffic By-law be received; and

THAT the draft by-law to amend the Parking and Traffic By-law, attached as Appendix "A", be presented to Council for consideration.

EXECUTIVE SUMMARY:

Staff received a request to investigate the signage at the intersection of Fowler Road and Lakefield Crescent for inconsistencies. Upon review of the intersection, staff identified a potential conflict for the motoring public with the current signage. Fowler road travels easterly from Morgan's Point Road for approximately 280 meters, then turns and heads southwards to the intersection of Second Street. Lakefield Crescent heads Northerly from Fowler road and loops around until it joins at the intersection, where fowler road heads south. The intersection currently has a stop sign at the N/E corner of Fowler Road and Lakefield Crescent and a yield sign at the S/E corner. A potential conflict may occur when a vehicle travelling easterly from Fowler road and entering straight through into Lakefield Cres and a vehicle travelling North on Fowler road and turning left or right at the intersection. Staff are proposing the amendment to relocate the stop sign to the current yield sign location on the S/E corner allowing through traffic to continue easterly and westerly through the intersection uninterrupted. Staff have included a map in appendix "B" to assist council with a visual indication of current conditions.

OPTIONS/DISCUSSION:

- 1) Council consider the proposed amendments to the Parking and Traffic By-law attached as Appendix "A" (recommended).
- 2) Council may choose to leave as status quo
- 3) Council may choose to implement a 3 way stop at the intersection.

FINANCIAL CONSIDERATIONS:

Costs associated with the amendment to the bylaw will include staff time to relocate the existing post and stop sign to the alternate location temporarily until locates are received for the permanent installation.

OTHERS CONSULTED:

- 1) Strategic Leadership Team

ATTACHMENTS:

- 1) Draft By-law amendment – Stop Sign
- 2) Navigator map view of intersection

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. 0XX-2021

Being a by-law to amend By-law No. 010-2018 being a by-law to regulate traffic and parking on Township roads.

WHEREAS the Council of the Township of Wainfleet enacted By-law No. 010-2018 on March 27, 2018, to regulate traffic and parking on Township roads

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

- 1) **THAT** Schedule "E", Stop Sign Location, of Bylaw 010-2018 be amended by adding the following to the respective columns:

Schedule "E"
Stop Sign Locations

<u>Column 1</u> Highway	<u>Column 2</u> At (Location)	<u>Column 3</u> Facing Traffic
Fowler Road	Lakefield Crescent	Northbound on Fowler Road

- 2) **THAT** this bylaw shall come into force and take effect on the final passage thereof.

BYLAW READ AND PASSED THIS 7th DAY OF DECEMBER 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK



Fowler and Lakefield



Legend

- Municipal Administration
- Streets Labels
- Parcel Fabric

127.0 0 63.50 127.0 Meters

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



Notes

Red dot indicates current stop sign locations
Orange diamond indicates current yield sign location

TO: Mayor Gibson & Members of Council

FROM: Richard Nan, Manager of Operations

DATE OF MEETING: December 7, 2021

SUBJECT: Amending Agreement to the Niagara Region Courts Inter-Municipal Agreement – Vision Zero Program

RECOMMENDATION(S):

THAT Report PWSR-025/2021 regarding an amending agreement to the Niagara Regional Courts Inter-Municipal Agreement to facilitate the implementation of the Region's Vision Zero Program be received;

AND THAT the Amending Agreement to the Niagara Region Courts Inter-Municipal Agreement as attached as Appendix "G" be approved for purposes of advancing the Vision Zero Program;

AND THAT the Mayor and Clerk be authorized and directed to execute the Amending Agreement to the Niagara Region Courts Inter-Municipal Agreement.

EXECUTIVE SUMMARY:

The purpose of this report is to seek Council's approval of the required amendments to the Niagara Region Courts Inter-Municipal agreement (IMA) in support of a financially sustainable Region-led Vision Zero Program.

Vision Zero is a multi-national road traffic safety project that aims to achieve a road network with no fatalities or serious injuries involving road traffic. The Niagara Region's Vision Zero Program will include Automated Speed Enforcement (ASE) and Red Light Cameras (RLC) (the "Program"). The Program was approved as part of the Region's 2020 budget, contingent on successful negotiations of a revised IMA with the LAMs to address apportionment of revenue and costs of the program.

Regional staff received authorization from Regional Council to initiate discussions with the LAMs regarding the required amendments to the IMA, and were directed to report back to Regional Council on the outcome of those discussions in November 2019 (PW 64-2019). Guiding principles of improving road safety and equitable financial outcomes were considered during discussions with local area municipal CAO's and treasurers. Given the significant upfront financial investment required on the part of the Region for the implementation of the Program, the amending agreement to the IMA has been drafted to allow the Region to recover its Vision Zero Program Implementation and Operating Costs from the gross Vision Zero Program revenues, prior to distribution of

the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.

The Amending Agreement attached as Appendix G is proposed for a term of three (3) years from the Effective Date and includes an opportunity for the parties, on or about two (2) years from the Effective Date, they will engage in discussions to collectively review available data related to the Program for purposes of considering long-term projections and plans for the Program, including possible sites for future capital investment and any further amendments that may be required to the IMA.

An amendment to the IMA dated April 26, 2000, requires approval of all 12 local area municipalities and the Region. In the event that the Amending Agreement is not approved, the Program, based on the current Regional Council approval and Regional Staff assessment of financial viability, would not proceed.

BACKGROUND:

Regional Staff received authorization from Regional Council to initiate discussions with the LAMs regarding the required amendments to the IMA, November 2019 (PW 64-2019).

Region staff met initially with LAMs' treasurers and CAOs in March 2019; with follow-up discussions with the CAO group in September 2019. The delay in discussions was a result of staff's attention being allocated to pandemic response, with a renewed focus on the initiative in the Fall of 2020. Regional presentations and discussions have centred on program overview, financial implications and proposed amendments to the IMA with guiding principles of improving road safety and equitable financial outcomes.

The implementation of the Program by the Region requires a significant upfront investment, and as such the Amending Agreement provides that the Region shall be permitted to recover its Vision Zero Program Implementation and Operating Costs from the gross Vision Zero Program revenues, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.

The original IMA was approved by the 12 local area municipalises and the Niagara Region on April 26, 2000, with revenue sharing arrangement between the Region and the 12 local area municipalities (LAMs), 50% of net revenues are retained by Niagara Region and 50% of net revenues are shared with the LAMs; which will apply to net Vision Zero Revenues.

Regional Council have expressed support for an amendment to the IMA that would allow the Region to recover the costs of the Program from gross revenues to ensure it is financially sustainable; and share net revenues 50/50 with the local area municipalities.

Term of Agreement

The proposed term of this Amending Agreement is three (3) years from the Effective Date (being the date the first ticket issued under the Program is filed with the Court) and includes an opportunity for the parties, on or about two (2) years from the Effective

Date, to engage in discussions to collectively review available data related to the Program for purposes of considering long-term projections and plans for the Program, including possible sites for future capital investment and any further amendments that may be required to the IMA.

A minimum commitment of three (3) years is being requested to get the Program up and running. This time will allow the Region to ensure there is enough data to assess the Program, to support that it is making a difference to driver behaviour and increasing road safety. There is financial risk initially as there are many unknowns associated with volumes, staffing levels required, timing and collections of infraction revenue. A minimum of three (3) years of 100% of the Vision Zero infraction revenue in excess of Court Services' operating costs is anticipated to be required to cover the Region's investment over those three (3) years.

Revenue Distribution

Given that the charges issued under the Program are processed by Court Services through the Provincial Offences Court, infraction revenue from the Program will flow through Court Services similar to other traffic ticket revenue. Vision Zero related infraction revenue will be segregated and will be used firstly to offset the Program Court costs incurred by Court Services; and then to fund the capital and operating costs associated with the implementation and operation of the Program. Any remaining revenue will be distributed pursuant to sections 8.2 and 8.3 of the IMA.

In the event that the Program gross revenues are less than the Court Costs at the end of any fiscal year, the Region will provide funding to cover the deficit from the Region's share of the net revenue distribution, so that the net revenues distributed to all municipalities, with the exception of the Region, are not negatively impacted by the Program. In subsequent years, any net Program revenues will first be used to repay the Region for previous years' deficit and then used for the operation and reinvestment in the Program.

Reporting Requirement

The Amending Agreement includes a requirement to report to Regional Council on an annual basis regarding operational costs and technical performance of the Vision Zero Program and the use of the net Vision Zero Program revenues to ensure transparency.

Approval of the Amendment to the Agreement

Similarly, to the original IMA dated April 26th, 2000 each of the 12 LAM Councils and Regional Council would need to approve the execution of the Amending Agreement in order for the revisions to take effect. In the event that the Amending Agreement is not approved, the Program, based on the current Regional Council approval and Regional Staff assessment of financial viability, would not proceed.

Regional Staff believe that the Program is critical to enhancing road safety for all residents of, and visitors to, the region and accordingly are seeking to advance implementation of the Program in or about Q2 2022.

Region Lead

A Region led Program will mean the Region is responsible for the consistent delivery of the Program, stakeholder engagement and fielding questions or concerns from the public related to the Program. The Region will assume the financial risk during implementation of the Program, such as covering the significant upfront financial investment, uncertainty around revenue collection and ensuring there are adequate funds available to offset costs. The Region is a current member of ASE working group and will be able to leverage this relationship during implementation. Initial investments in ASE technology at the outset will be in approved community safety zones on Regional Roads. Regional Roads have larger intersections, higher speeds and volumes, as such the technology will have the largest impact on these roads. Investment will be undertaken strategically based on consultant recommendations to ensure the largest community impact. The goal of this Program is to change driver behaviour throughout the region with a strategic broad lens to implications to all 12 LAMs.

Administrative Monetary Penalty System

Region Transportation staff are participating in a working group established by the Ontario Traffic Council related to possible legislation being considered by the Province that would permit municipalities to process vision zero related charges outside of the Provincial Offences Court through an Administrative Monetary Penalty System (AMPS); similar to the way local area municipalities currently deal with parking by-law offences. If the legislation is approved and implemented, charge revenue related to the Program would not flow through the POA courts, and there would be a need to establish and resource an AMPS framework to manage these charges in its place.

FINANCIAL CONSIDERATIONS:

Infractions issued under the Program will be processed through Niagara Region Provincial Offences Court which is administered by the Court Services division of the Niagara Region. Under the revenue sharing methodology prescribed by the IMA, the Region and the 12 local area municipalities (LAMs) share net revenues 50/50; this would include net revenues realized as a result of the Program.

The establishment of the Program will require significant upfront investment and ongoing operating costs, including but not limited to: equipment installation, leasing and maintenance costs, infrastructure upgrades, communication and education. The proposed Amending Agreement would allow the Region to recover the Program Implementation and Operating Costs (as defined in the Amending Agreement) from the gross Vision Zero Program revenues, prior to distribution of the net Vision Zero Program revenues.

As part of the 2020 Regional Operating Budget, Regional Council approved a business case for the Program (Appendix F). That business case outlined costs to be incurred for both Court Services and the Niagara Region (in the transportation and business licensing divisions), in the first full year of operations, of approximately \$4M annually with a break even ticket volume of approximately 32,500 tickets. It is anticipated that the tickets generated from the Program will allow for enough funds to cover both the increased costs in Court Services as well as to cover the costs to implement and operate the program in the first 1 – 3 years. The Program has been included in the Court Services 2022 operating budget with an estimated start date of Q2 2022 and revenues equal to expenditures. There is no anticipated net revenues available for distribution in relation to the Program in 2022.

Table 1 – Three Year Operating Expense Budget Impacts (in millions)

	2021	2022	2023
Niagara Region*	\$ 1.75	\$ 2.32	\$ 2.27
Court Services	1.07	1.69	2.05
Total	\$ 2.82	\$ 4.00	\$ 4.31

*Transportation and Business Licensing

According to Provincial Guidelines, any municipal revenue collected under a Municipal ASE program that exceeds the costs of delivering the Municipal ASE program is required to be used to support local public safety and educational initiatives. Based on this guideline, all revenue that exceeds the costs of delivering the Program would be used for future reinvestment into the Program. Reinvestment includes such things as strategically expanding technology, intersection improvements, geometrics, street lighting, signage, pavement markings and pedestrian crossovers, communications and education platforms.

Therefore, the Region Transportation Services Division shall use its share of the net Vision Zero Program revenues exclusively for the operation and enhancement of the Vision Zero Program. The Amending Agreement similarly provided that the local area municipalities agree to use their share of the net Vision Zero Program revenues exclusively either: (a) for vision zero road safety projects and initiatives in their own municipality; or (b) to support the Region's operation and enhancement of the Vision Zero Program to be in alignment with Provincial requirements. Further recognizing the Provincial reporting required to be undertaken by the Region regarding the Vision Zero Program and revenue use; the Amending Agreement specifies that the local area municipalities will also provide reporting as necessary to achieve alignment with Provincial reporting requirements established from time to time, and in any case at least annually, as to their use of their share of the net Vision Zero Program revenues.

The goal of the Program is to change driver behaviour and to reduce overall speeding on roads within the region. The financial impact of reduced speeding tickets on the LAM revenue distribution is difficult to estimate until trends from the Program are available. Worst case scenario, if no speeding tickets were issued by NRPS annually, the lost revenue available for distribution is estimated at \$80,000 for all 12 LAMs. In relation to

RLC tickets, there are very few red light tickets issued annually by the NRPS. The worst case impact to the distribution to the LAMs if no red light tickets were issued is estimated at \$6,000 for all 12 LAMs.

OTHERS CONSULTED:

- 1) Senior Leadership Team

ATTACHMENTS:

- 1) Appendix "A" PW 35-2019 Automated Speed Enforcement – Safer School Zones Act
- 2) Appendix "B" PW 36-2019 Red Light Camera
- 3) Appendix "C" PW 38-2019 Community Safety Zones
- 4) Appendix "D" PW 64-2019 Vision Zero Road Safety Program
- 5) Appendix "E" PW 2–2020 Implementation of Automated Speed Enforcement
- 6) Appendix "F" Council Approved Vision Zero 2020 Business Case
- 7) Appendix "G" Niagara Region Courts Intermunicipal Amending Agreement

Respectfully submitted by,

Approved by,

Richard Nan
Manager of Operations

William J. Kolasa
Chief Administrative Officer

Subject: Automated Speed Enforcement – Safer School Zones Act

Report to: Public Works Committee

Report date: Tuesday, July 9, 2019

Recommendations

1. That Regional Staff **BE AUTHORIZED** to partner with the Ministry of Transportation, the Ministry of the Attorney General, and other partnering Municipalities in the Ontario Traffic Council's (OTC) Automated Speed Enforcement (ASE) Working Group (WG) to set-up a consistent program for all Municipalities in which to operate ASE technology in Ontario, with a target date of Fall 2019 for Legislative Approval.
2. That Regional Staff **REPORT BACK** to Public Works Committee upon completion of the OTC working group review and RFP findings, on the award terms and conditions for the Province approved Vendor to supply, install, operate and maintain the ASE System throughout Niagara Regional roads, for a five-year period from 2019 to 2023 with the option to extend up to five additional years; including Transportation operating costs.

Key Facts

- Speeding is a primary crash factor and a leading road safety problem, often contributing to one-third of fatal crashes and serving as an aggravating factor in most crashes.
- In 2016, fatal and serious injury collisions on Niagara Regional roads increased by 9.31% over 2015 recorded statistics.
- The statistical analysis of 2016 ranked Niagara Region 20% higher in the number of collisions than similar jurisdictions within Ontario.
- There were approximately 2,648 traffic collisions on Niagara Regional roads in 2017, of which, approximately 17 collisions resulted in traffic fatalities and 324 in serious injuries.
- For many years, Niagara Regional Staff have been dealing with concerns raised by residents regarding speeding; in particular in school zones.
- Bill 65 – Safer School Zones Act, 2017 allows Municipalities, through by-law, to implement and operate technology-based enforcement in community safety zones and school zones on roads under their jurisdiction.

- Automated speed enforcement is complementary to traditional enforcement, focusing on school safety zones and community safety zones.
- The OTC has formed a multi-Municipal working group consisting of Municipalities across Ontario, the Ministry of Transportation Ontario and the Ministry of the Attorney General to develop and cost-share an ASE program for Municipalities throughout the Province.
- By participating in the Working Group Committee, Niagara Regional Staff will have the opportunity to ensure that the needs of Niagara Region will be incorporated in the ASE program and Staff will understand the requirements associated with implementing this new safety tool.

Financial Considerations

Initial funding of this safety initiative will be covered under the approved 2019 Transportation Services Operating Budget for the cost of partnership with the other Municipalities and OTC resources to discuss threshold speeds, site selection criteria, prosecuting issues, legal agreement, communications, joint processing centre requirements, RFP evaluation and other important program details.

Regional Staff will be finalizing and reporting back to the Public Works Committee details of implementation, operation and cost for further consideration. This will be jointly discussed and finalized with Legal and Court Services Staff and introduced as part of that upcoming report.

Analysis

On May 30, 2017, the Ontario Legislature passed Bill 65, the Safer School Zones Act that amended the Ontario Highway Traffic Act (HTA) to, among other things, authorize Municipalities to use ASE technology (known as photo radar) as a tool to address vehicle speed concerns and collision patterns involving speeding.

The Ministry of Transportation is currently preparing the necessary regulations to allow for the implementation of Bill 65. It is anticipated that these changes will be brought forward in Fall 2019, following which municipalities will be able to employ the use of the ASE in community safety and schools zones.

Bill 65 – Safer School Zones Act

Bill 65 amendments to the HTA permits Municipalities to utilize ASE in school zones and in community safety zones where the prescribed rate of speed is less than 80 km/h, and to reduce speed limits on roads with statutory speed limit of 50 km/h by designating areas (by by-law) where speed limits may be lower.

The Ministry of Transportation, in coordination with Ontario Traffic Council, the City of Toronto and 15 other Municipalities is currently developing the necessary regulatory changes to allow for the above.

Ontario Traffic Council (OTC)

The OTC mission statement is “OTC is the voice for enhancing the engineering, education and enforcement sectors of the traffic management sector in Ontario”. As part of their mandate, OTC organized the ASE Working Group that includes to date 15 Municipalities, the Ministry of Transportation and the Ministry of the Attorney General to discuss the development and implementation of ASE. Niagara Regional Staff aim to work in partnership with all parties in the working group to set-up a consistent program for Municipalities in which to operate ASE in Ontario.

A RFP for the supply, installation, operation and maintenance of ASE equipment was issued by the City of Toronto in April 2019. All participating Municipalities will be able to partake in the execution of the ASE contract. This process ensures the same equipment is used throughout the Province with cost savings associated with group purchasing. Similar to the red light camera program, the Ontario Highway Traffic Act would have to be amended to include the specific model of ASE equipment. Municipalities will only use the equipment specified in the Highway Traffic Act.

The ASE WG is also drafting guidelines for the use of temporary and permanent ASE equipment. The guidelines will include recommendations for where ASE should be used, not used and suggestions to help Municipalities optimize the use of the ASE. At this stage, the proposed ASE will be restricted to school zones and community safety zones only. ASE outside those areas are not anticipated at this time.

Provincial Offences Act Court Implications

Speeding infractions are handled by the Municipal Provincial Offences Act Courts pursuant to a Memorandum of Understanding with the Province. In some municipalities there is a concern that Automated Speed Enforcement may overwhelm the court system and that the Province will not be able to supply enough Justices of Peace for trials. This is not anticipated to be the case in Niagara Region.

To facilitate the prosecution of offences, a Joint Processing Centre will be introduced as the best model to ensure consistency and integrity in the operations of ASE. This process would allow Municipalities to share and reduce Municipal operating costs associated with processing infractions. The City of Toronto will establish the Joint Processing Centre for ASE infractions in the Province for all Municipal partners.

Details of Fall 2019 Report to Public Work Committee

To date, nine Municipalities are designated to introduce automated speed enforcement by December 1, 2019, namely, City of Toronto, City of Mississauga, City of Burlington, City of London, City of Brampton, City of Ottawa, Town of Ajax, Regional Municipality of Peel, Regional Municipality of Waterloo, and Regional Municipality of Durham to place 189 automated speed cameras. In total, sixty (60) cameras will be fully operational by December 2019.

With the approval of the Public Works Committee, this will also allow Niagara Region to be a partner of this program.

The Staff report will be prepared to provide an update to the Public Works Committee on:

- Information on how the automated speed enforcement program will be administered and operated throughout the Province
- Financial impact of the program for the proposed 2020 budget
- Results of the Request for Proposal (RFP) 9148-19-0048 for the provision of Automated Speed Enforcement Services in the Province issued by City of Toronto
- Request authority to award the contract to the recommended bidder
- Request authority to enter into operational agreements with Joint Processing Center and Ontario Ministry of Transportation
- Details of communication and education plan

Relevant Consultation

This report has been written in consultation with Staff from Legal and Court Services, Public Health, and the members of the Niagara Student Transportation Services, the Ontario Traffic Council and Steering Committee Automated Speed Enforcement Working Groups.

Alternatives Reviewed

Potential alternatives will be provided in a future report to the Public Works Committee once costs and implications are defined through the finalization of the evaluation and administration process.

Relationship to Council Strategic Priorities

Alignment to Niagara Region Transportation Master Plan

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This

recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

Also, this is a step forward to adopting a Vision Zero Road Safety Plan in Niagara Region; helping to reduce aggressive driving and speeding in areas within Niagara Region that have higher concentrations of school children and families.

Other Pertinent Reports

None.

Prepared by:

Sulaf Alkarawi, P.Eng.
Associate Director
Transportation Planning

Recommended by:

Catharine Habermebl
Acting Commissioner
Public Works Department

Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer

This report was prepared in consultation with Carolyn Ryall, Director Transportation Services, Brian McMahon, Program Financial Specialist and Donna Gibbs, Director Legal and Court Services.

Subject: Red Light Camera

Report to: Public Works Committee

Report date: Tuesday, July 9, 2019

Recommendations

1. That Report PW 36-2019 **BE RECEIVED** for information.

Key Facts

- Niagara Region Staff are developing a business case to study the feasibility of operating a Red Light Camera (RLC) program throughout Niagara Region.
- Niagara Region Staff will report to Public Works Committee as a component of the Road Safety Plan for Niagara Region on the business case results and final recommendations to operate a RLC system by the end of the 2019 calendar year.
- Collisions involving pedestrians, cyclists or vehicles occur at signalized intersections with a high chance of causing serious injury or death.
- Approximately 20% of reportable collisions on Niagara Regional roads in 2016 and 2017 were angle collisions, with a 1.2% increase in 2018.
- In total, there were 947 collisions at Niagara Regional intersections from 2008 to 2017.
- The Province of Ontario legislated that Municipalities can operate a "Red Light Camera" system since November 2000. The cameras are proven to be an effective means to reduce the incidences of red light infractions making streets safer for all users. Appendix 1 provides further details on red light camera operations and those Municipalities already implementing the program.
- Since the introduction of RLCs, the number of angle collisions have been decreased within those Municipalities that have adopted RLCs (fatality collisions by 40%, Injury collisions by 37%), and the numbers of serious injury for rear-end collisions have decreased by 14% (no record of fatality collisions in rear-end collisions). These benefits also transfer to driver behavior at other intersections that do not have RLCs (a recent study showed a 10.7% reduction in overall collisions and a 22.7% reduction in severe collisions at none-RLC intersections).

Financial Considerations

Funding for this business case will be provided from the 2019 Transportation Services Operating Budget. An RFP will be issued to engage a Consultant to develop a business case for Niagara Region. This will include the associated cost-benefit analysis and setting out the targets, policies, and action plans that will guide Niagara Region in creating safer roads by reducing the number and severity of motor vehicle collisions at intersections.

Future capital and operating costs associated with this program will be considered as part of future budget deliberations by Council.

Analysis

The Province of Ontario introduced the RLC enforcement pilot project for prosecuting red light offenders using photo evidence in 2000. The resulting evaluation study indicated the program was a success and in August 2004, legislation became permanent. Currently, the program is running under Phase 3 which started in 2017 and will be operational through 2021, with an option to join a five (5) year period from 2022 to 2026. Niagara Region will be investigating potential start dates to join the red light camera program and will be bringing this back for consideration in a future report to Council.

Collisions resulting from red light running tend to be more severe than other intersection collisions because they usually involve at least one vehicle travelling at higher speeds. In the most severe collisions, the vehicles hit each other at right angles. The resulting side-impact collisions cause severe injuries, sometimes leading to death.

It can be a challenge, time-consuming and expensive for police enforcement of red light infractions at intersections which add high operational costs to policing and the overall municipal tax burden on residents.

RLCs are a well-established safety enforcement tool in Ontario. The enforcement, along with an education component, have proven to reduce the number of right-angle collisions at intersections.

Based on the business case recommendation, coordination with the Ministry of Transportation and Joint Processing Center, Niagara Regional Staff will report back to the Public Works Committee on options to join, that include safety effectiveness measures, a financial update and cost and revenue potential.

What is Red Light Camera Enforcement?

As a vehicle approaches a red light at or above a set speed, loops immediately in front of the intersection stop bar trigger the red light camera system. Two photographs are

taken; the first photograph shows the red signal and the vehicle positioned at the stop bar before entering an intersection while the second photograph shows the red signal and usually the vehicle positioned in the intersection. Both of the photos are taken of the rear of the vehicle and must clearly show a licence plate.

If the images clearly show a red light violation, then an infraction notice is mailed to the registered owner of the vehicle. Similar to parking tickets, RLC infraction notices are the responsibility of the vehicle owner, no demerit points are involved. It should be noted that vehicles that are in the intersection when the red light comes on are not photographed and are not subject to a RLC violation.

Superimposed on the photograph is identifying information related to the offence to clearly show that the vehicle was moving at the time (i.e., location, time, speed).

The effectiveness of red light cameras can be viewed in terms of reductions in crash frequency, crash severity, and frequency of red light running violations.

Joint Processing Centre (JPC):

Operated by the City of Toronto, the JPC views the photos and requests vehicle plate ownership information from MTO to match the ownership information with photos and form the belief that an offence was committed and issues a ticket. Accordingly, Provincial Offences Officers file charges (certificate of offence with the Court at the designated Municipality).

The City of Toronto chairs the RLC Program Steering Committee that manages and updates agreements between Municipalities; whereas the JPC obtains approval from existing Municipalities for 'new' partners and provides approval in principle to the Municipality and MTO.

Role of the Ministry of Transportation

The Province provides plate registrant information to Municipalities via the JPC and monitors contractual obligations between the Province and participating Municipalities. Operational Agreements include provisions for:

- Site-specific signage advising of camera enforcement;
- Municipally-led public awareness campaigns on red light running;
- Monitoring of safety effectiveness; and,
- Funding all aspects of the program, including reimbursement of Provincial costs.

Role of Municipality

The Municipalities lead and fund the Red Light Camera Program. The program is a partnership between the Provincial Government and Municipalities.

Municipalities must enter into three (3) agreements to operate RLC in their jurisdiction. The Vendor Agreement is to supply, install, operate and maintain camera equipment, and will pay for all equipment, technical and installation costs for the cameras.

The second agreement is the Processing Agreement with the City of Toronto Joint Processing Centre for the operation and cost-sharing of the Processing Centre, which issues offence notices. The last agreement is the Operational Agreement with MTO to provide plate registrant information to the JPC for distribution to Municipalities for prosecution purposes, including certified documents when required at trial.

Over the years, this approach ensures unified and consistent prosecution of offences protecting the overall integrity of the legislative regime.

Financial Implication

The cost to implement a RLC includes the operating cost of the RLC contract, RLC processing fees (City of Toronto), vehicle license information (Province), as well as an education/awareness program. The RLC contract is a fixed fee per location.

A red light camera costs approximately \$30,000 annually which includes the lease, installation and operational costs of each camera (the Vendor cost). There are also additional costs associated with the program such as supporting the Toronto Joint Processing Centre (approximately \$6,000 annually per camera), costs associated with retrieving data from the Ministry of Transportation (approximately \$30,000 per Municipality annually), and other related costs.

Over time, the number of right-angle collisions at the intersections will decrease, which has an associated social cost; however, the fine revenue will also decrease as there is improved compliance with the red lights.

Alternatives For Consideration

Potential alternatives will be provided in a future report to the Public Works Committee once costs and implications are defined through the finalization of the evaluation and administration process.

Relationship to Council Strategic Priorities

Alignment to Niagara Region Transportation Master Plan

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara's position globally by ensuring the road network is safe.

This is a critical step forward to adopting Vision Zero Road Safety Plan in Niagara Region, by ensuring safe speed limits, conflict-free street design, and up-to-date driver enforcement to prioritize the safe passage of our most vulnerable populations.

Other Pertinent Reports

None.

Prepared by:

Sulaf Alkarawi, P.Eng.
Associate Director
Transportation Planning
Public Works Department

Recommended by:

Catherine Habermehl
Acting Commissioner
Public Works Department

Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer

This report was prepared in consultation with Carolyn Ryall, Director Transportation Services, Brian McMahon, Program Financial Specialist and Donna Gibbs, Director Legal and Court Services.

Appendices

Appendix 1

Check sheet: Additional Information and Facts

6-7

Appendix 1

Check sheet: Additional Information and Facts

1. What is red light running and how do cameras work?

"Red light running" is when a driver enters an intersection after the light has turned red.

Red Light Cameras (RLC) are installed to photograph vehicles that run red lights.

The cameras are in operation 24 hours a day, seven (7) days a week. They are connected to the traffic light (signal) and to sensors that are installed just before the stop bar. The system constantly monitors the traffic light (signal), and the camera takes a picture of any vehicle that does not stop at the red light.

The camera records the:

- Date
- Time of day
- The exact time the car crossed the stop line and the length of time that the red was active
- Vehicle speed
- License plate

The Provincial Offence Officers review these photos, and mail tickets to owners of the vehicles within three (3) weeks from the time of the violation.

2. How do red light cameras increase safety?

Red light cameras are adopted as a safety initiative at intersections to prevent motorists from running red lights.

Red light cameras cause people to slow down as drivers know that a camera is there; which cause a change in driver behavior. This awareness helps to reduce the accidents and injuries at intersections and changes driver behaviour over time.

Red light cameras have demonstrated a reduction of right-angle collisions at intersections.

3. Is red light running a safety problem in Ontario?

- Based on Ontario data, red light running accounts for:
- Approximately 0.80% of all HTA convictions. (2015 Ontario data)
- In 2014, approximately 24% of fatal collisions at municipal intersections with traffic signals (13 of 55 such collisions) were due to red light running. (2014 Ontario collision data).

- The participating RLC municipalities issued a total of 974,276 red light camera offence notices to Ontario plate holders between January 1, 2001, and December 31, 2017.
- The most serious type of collision at a municipal intersection is an angle collision. Results from the Red Light Camera pilot evaluation showed cameras successfully reduced this type of collision by 25%.

4. Which municipalities currently participate in the Red Light Camera Enforcement Program?

- Toronto, Hamilton, Ottawa, London, Peel Region, Waterloo Region, Halton Region, and York Region currently participate in the Red Light Camera Enforcement Program.
- The participating municipalities by the end of 2018 will be utilizing 336 cameras at 331 high-risk intersections:
 - Toronto (149 cameras; 144 intersections),
 - Ottawa (52 cameras; 51 intersections),
 - Hamilton (24 cameras; 24 intersections),
 - Regional Municipality of Peel (28 cameras; 28 intersections),
 - Regional Municipality of Waterloo (16 cameras; 16 intersections),
 - Regional Municipality of Halton (17 cameras; 17 intersections),
 - Regional Municipality of York (40 cameras; 40 intersections),
 - City of London (8 cameras; 8 intersections).

Subject: Community Safety Zones

Report to: Public Works Committee

Report date: Tuesday, July 9, 2019

Recommendations

1. That the designation of Community Safety Zones (CSZs) **BE APPROVED** for:
 - a. Regional Road 81 (York Road) from Queenston Road to Concession 3 Road in the Town of Niagara-on-the-Lake, length of 1.10 km; and
 - b. Regional Road 24 (Victoria Avenue) from Frederick Avenue to Regional Road 81 (King Street) in the Town of Lincoln, length of 1.20 km
2. That the necessary By-law **BE PREPARED** and **PRESENTED** to Regional Council for consideration; and
3. That Regional Staff **REPORT BACK** with potential future CSZ locations by the end of 2019.

Key Facts

- The purpose of this report is to seek Council approval to implement Community Safety Zones (CSZs) at the locations listed above.
- CSZs are sections of roadways where public safety is of a special concern and traffic offences are subject to double the fines.
- The goal of the CSZ programme is to modify driver behaviour and improve safety on certain sections of road, particularly vulnerable road users like children and seniors.
- Among the last five years from 2013 - 2017, 2016 was the highest in the number of pedestrian and cyclist fatalities and injuries on Niagara Regional roads.
- The maximum collision frequency in 2017 was during peak hours, in the weekdays of schools months.
- Recent traffic studies in the proposed school zones show the following percentage of vehicular traffic that exceeds the posted speed limit:

- Regional Road 81, York Road: 56% and 35% during the weekdays, and 74% and 57% during the school hours for east and westbound traffic respectively, and;
- Regional Road 24, Victoria Avenue: 73% and 76% during the weekdays, and 88% and 73% during the school hours for north and southbound traffic respectively.

Financial Considerations

The cost to establish a Community Safety Zone is minimal in terms of signage installation within the limits of each zone. The costs are covered under the approved 2019 Transportation Services Operating budget.

The community education programs and police enforcement resources have already been discussed with the Niagara Regional Police, Strategic Communications and Public Affairs, Legal & Court Services and Public Health Staff.

Analysis

Background

In June 1998, the Province of Ontario passed Bill 26 - to promote public safety through the creation of community safety zones (CSZs). This Bill, and its regulatory changes, are targeted at improving road safety in Ontario. The proposed amendments to the Highway Traffic Act (RSA 1990) allow Municipal Councils to designate CSZs by Municipal by-law along sections of roadway where public safety is of special concern (i.e., around schools, retirement facilities, parks, etc.). Within CSZs, traffic fines will be increased for violations committed at the CSZs (i.e. speeding).

With the passing of Bill 26, Niagara Regional Council has the authority, under section 214.1 of the Highway Traffic Act, to pass by-laws where deemed necessary to ensure the safety of Niagara residents. In establishing CSZs, this will aid in safe communities.

Objective

The objectives of the CSZs are:

- Traffic safety measures to reduce the number or severity of collisions and/or speeding within designated CSZs;
- A traffic management tool to reduce the rate of Highway Traffic Act (HTA) offences committed within CSZs; and,
- To maintain an enforcement program that is achievable within the current financial and human resources available to Niagara Regional Police.

Enforcement

Niagara Regional Police enforcement and their partnership are required for CSZs to be successful. Regional Staff are working with Niagara Regional Police on enforcing the CSZs in the two locations outlined in the report. Niagara Regional Police resourcing will have to be taken into account as the program grows.

Public will be made aware that a traffic violation occurring within a designated CSZ will have consequences. The intent is to ensure that a CSZ is not just another signed regulation that is sporadically enforced. Therefore, Regional Staff will continue to work with Niagara Regional Police on this safety initiative with enforcement strategies throughout Niagara region.

Criteria

No Provincially recommended technical criteria for the establishment of CSZs currently exists, other than locations where public safety is of special concern, such as in the vicinity of schools, day care centres, retirement homes or areas with high collision rates.

Regional Staff continue to review and evaluate strategically potential high priority locations of CSZs with coordination of enforcement with Niagara Regional Police.

Education and enforcement are key factors in the success of this initiative. Therefore, Transportation Services Staff recommended two (2) locations of CSZs to gain first-hand experience, and then based on that experience, future recommendations for additional CSZs will be formulated and brought back to Committee for further consideration.

Site Selection

Site selection includes locations that have safety concerns or complaints near sensitive areas such as schools, retirement homes and daycares.

Staff considered as part of the site selection the following to prioritize locations:

- Number of safety and speeding complaints at location.
- Percentage of students/families walking to/from school.
- Speeding study results and number of violations.

Area Municipalities share Staff's concern about public safety and also wish to implement CSZs on their roads. The Corporation of the Town of Niagara-on-the-Lake requested Niagara Region to implement a Community Safety Plan in St. Davids, specifically the intersection of Four Mile Creek Road and York Road, to address traffic and pedestrian safety issues around St. Davids Public School. Similarly, concerns have been raised over the last few years for the speeding in the neighbourhood of 20 Valley

School, from Niagara Student Transportation Services, residents and Niagara Region Public Health Staff. This area is also a preferred truck route in the Town of Lincoln.

Staff are targeting that the two (2) CSZs, outlined in Table 1, to commence Monday, September 16, 2019, (after school returns) to ensure the required communication material and education programs are in place during the first week of the school term.

Staff will conduct studies to evaluate CSZs to determine their effectiveness through data collection. Data collection studies consist of “before” and “after” speed and general regulation compliance surveys.

Table 1
Community Safety Zone locations on Regional Roads

Road	Section	Municipality	School
RR 81 (York Rd)	Queenston Rd to Concession 3 Rd	Town of Niagara-on-the-Lake	St. Davids Public School
RR 24 (Victoria Ave)	Frederick Ave to RR 81 (King St)	Town of Lincoln	Twenty Valley Public School

All Community Safety Zone designations are in effect 24 hours a day, seven (7) days per week. Location plans showing each location are attached to this report (See Appendices 1 and 2).

Education

To maximize the effectiveness of CSZs, being an unfamiliar new traffic safety management tool in Niagara region, it will be necessary to educate the public on their meaning, what it means to contravene a traffic regulation within such a zone, and how to identify a zone. Research has demonstrated that changes in traffic control and regulations require an extensive public education campaign in order to be effective.

Part of the overall review process, Regional Staff will coordinate with the District School Board of Niagara through Niagara Student Transportation Services and Public Health. Staff to identify potential routes to school and opportunities for safety improvements in an effort to encourage active and safe route to school.

The recommendations gathered from the ongoing public consultations will be taken into consideration as part of the overall school zone safety review process. Each time a CSZ is approved, Niagara Region will undertake the following education efforts:

- Have CSZ information brochures distributed, at least two weeks in advance of implementation, to places of public gathering within the newly designated CSZ.

- Prepare a media release explaining the size and location of the CSZ, the consequences associated with committing a violation in the CSZ, and the Niagara Regional Police's commitment to providing strict enforcement in these areas.
- The Community Relations Branch of the Niagara Regional Police will include CSZs in their presentations and appearances at local functions and assemblies.
- The Strategic Communications and Public Affairs Branch of the Niagara Region will ensure all communications and awareness programs are in place with the residents, and local Councillors to provide appropriate notice in advance of implementation.

Stakeholders Engagement

To establish a consistent uniform, set of designation criteria and a co-ordinated approach to the design and implementation of CSZs within Niagara Region, Staff in Transportation Services will establish a Cross-Niagara CSZ Working Group (CNCSZWG). Invitations will include all the local area Municipalities, Niagara Regional Police, Legal and Court Services, Public Health and District School Board of Niagara.

Relevant Consultation

This report has been written in consultation with Regional Staff from Legal and Court Services, Niagara Regional Police, Strategic Communications and Public Affairs, Public Health and the members of the Niagara Student Transportation Services.

Alternatives Reviewed

The Region has implemented various measures to address safety concerns within school zones, including the use of flashing lights, decreasing speed limits during school hours, monitoring, education and awareness.

Relationship to Council Strategic Priorities

Alignment to Niagara Region Transportation Master Plan

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

Also, this is a step forward to adopting a Vision Zero Road Safety Plan in Niagara Region; helping to reduce aggressive driving and speeding in areas within Niagara Region that have higher concentrations of school children and families.

Other Pertinent Reports

None.

Prepared by:

Sulaf Alkarawi, P.Eng.
Associate Director
Transportation Planning
Public Works Department

Recommended by:

Catherine Habermehl
Acting Commissioner
Public Works Department

Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer

This report was prepared in consultation with Carolyn Ryall, Director Transportation Services, Brian McMahon, Program Financial Specialist and Donna Gibbs, Director Legal and Court Services.

Appendices

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Subject: Vision Zero Road Safety Program

Report to: Public Works Committee

Report date: Tuesday, November 5, 2019

Recommendations

1. That Regional Staff **BE AUTHORIZED** to implement initiatives under the Vision Zero Road Safety Program; including Automated Speed Enforcement (ASE), Red Light Cameras (RLCs), and Community Safety Zones; subject to successful negotiations with the LAMs with respect to the Niagara Region Courts Intermunicipal Agreement
2. That Regional Staff **BE AUTHORIZED** to initiate discussions with the Local Area Municipalities (LAMs) and amend the Niagara Region Courts Intermunicipal Agreement related to the Vision Zero Road Safety Program; and **DIRECTED** to report back to Council on the outcome of those discussions.
3. That the Vision Zero Road Safety Program **BE REFERRED** for consideration as part of the 2020 Budget Process.

Key Facts

- The purpose of the report is to seek Regional Council approval to adopt the Vision Zero Road Safety Program that strives to eliminate traffic fatalities and serious injuries on Niagara regional roads; while increasing safe, healthy, equitable mobility for all road users. An upcoming Niagara Road Safety Annual Report from 2013 – 2018 will be forthcoming in Q1 2020 which supports the need for the Vision Zero Road Safety Program.
- For many years, Niagara Regional Staff have been dealing with concerns raised by residents regarding speeding on Regional roads. Speeding is a primary crash factor and a leading road safety problem, often contributing to fatal crashes and serving as an aggravating factor in most crashes.
- A review of Niagara Region's collision data to-date shows that the total number of collisions are continuously increasing on Niagara regional roads. On average, collisions are increasing by 9 –10% per year.
- Vision Zero is a multi-national road traffic safety project that aims to achieve a road network with no fatalities or serious injuries involving road traffic.

- The implementation of the Vision Zero Road Safety Program will impact Regional Transportation, Business Licensing and Court Services Operating Budgets, which have been estimated at a gross cost of approximately \$5 – \$5.8 million per year dependant upon timing and duration of implementation. The costs are conservatively estimated to be fully recovered from fine infraction revenue, however this is dependant upon the ability of Niagara Region to recover its costs which would require an amendment to the Niagara Region Courts Intermunicipal Agreement net revenue sharing formula which is currently based on a 50/50 sharing between the Region and the LAMs. Therefore, negotiations with the LAMs are required.

Financial Considerations

Infractions issued under the Vision Zero Road Safety Program will be processed through Niagara Region Provincial Offences Court which is administered by Court Services. Under the current revenue sharing arrangement prescribed by the Niagara Region Courts Intermunicipal Agreement between the Region and the 12 local area municipalities (LAMs), 50% of net revenues are retained by Niagara Region and 50% of net revenues are shared with the LAMs.

Subject to Council approval, Staff will engage the LAMs to review the Niagara Region Courts Intermunicipal Agreement as it pertains to revenues from the Vision Zero Road Safety Program to ensure the program is fiscally sustainable to the Region. Currently, the revenue sharing formula provided in the Agreement would result in a negative cash flow unless significant increases in the number of tickets issued above the breakeven point noted below are realized.

Staff will report back to Committee/Council after consultation with the LAMs on the Niagara Region Courts Intermunicipal Agreement to ensure the program has long term financial sustainability to Niagara Region. It should be noted that the Vision Zero Road Safety Program will not proceed without an agreed upon formula that provides a positive cash flow to Niagara Region. It would be staff's recommendation that all infraction revenue in excess of all operating costs (Regional and Court Services) be to the benefit of the Region for potential reinvestment in the program, including consideration for local/municipal program elements.

Costs associated with administering the Vision Zero Road Safety Program will be incurred by other Regional departments in addition to Court Services. To obtain an annual break even (cost neutral) point before Intermunicipal cost sharing is considered, the following number of tickets will need to be issued under the program in the next three years:

Table 1 – Break-even Ticket Issuance

	2020	2021	2022
Number of Tickets Issued	31,000	32,500	27,000

This assumes a partial year operation in 2020 of the Vision Zero Road Safety Program (RLCs - six (6) months and ASE - nine (9) months). Subsequent years assume a full year operation of both RLCs and ASE. The field studies conducted in Q3 2019 indicated a number of speeding infractions within School Zones on Regional Roads in excess of 50,000 in support of a net positive cash flow for the Vision Zero Road Safety Program.

Transportation and Business Licensing Costs

Costs associated with administering the Vision Zero Road Safety Program include: equipment, ticket processing (Joint Processing Centre), MTO charges, consulting, staffing (2 FTEs) and administration estimated at approximately \$2.3 million per year. The anticipated cost for the partial 2020 year of operation of the program for Transportation and Business Licensing is \$1.7 million.

Court Services Costs

Costs associated with court administration, including processing tickets, prosecution, adjudication, and collection services associated with the Vision Zero Road Safety Program include: additional staffing (12 FTEs), call in (per diem) prosecutors, ticket processing charges, victim fine surcharges, and adjudication costs estimated at approximately \$2.7 – \$3.5 million per year. The anticipated cost of the partial 2020 year of operation of the program for Court Services is \$1.8 million. Note that the Court Services anticipated costs include a victim fine surcharge, which is a mandatory cost imposed for every ticket issued that is payable to the Province. This expense is anticipated to be between \$1 – \$1.4 million annualized.

The anticipated gross operating expenditure costs of the program from 2020 – 2022 are noted in Table 2 below (including victim fine surcharges). As mentioned previously, 2020 assumes six months of operation for RLCs and nine months of operation for ASE.

Table 2 – Three Year Operating Expense Budget Impacts (in millions)

	2020	2021	2022
Transportation and business licensing	\$ 1.7	\$ 2.3	\$ 2.3
Niagara Region Court Services	1.8	2.7	3.5
Total	\$ 3.5	\$ 5.0	\$ 5.8

Business cases will be included for consideration as part of the 2020 Operating Budget deliberations for Court Services as well as the Transportation and Business Licensing Divisions of Niagara Region on the Vision Zero Road Safety Program initiative.

Once the Region generates a positive cash flow from the Vision Zero Road Safety Program, the intent is to reinvest the Region's surplus, if any, in the expansion of the

program and/or investment in the infrastructure deficit subject to the annual budget decision of council.

Analysis

With the implementation of the objectives outlined in the approved the Transportation Master Plan (TMP) and in support of Council's 2019 – 2022 Strategic Priorities, this report presents Transportation Services' implementation strategy for the Vision Zero Road Safety Program through the recommendation of a set of extensive, proactive and targeted initiatives, informed by data and aimed at eliminating serious injury and fatalities on Regional roads.

On average, approximately 2,650 collisions are reported annually on Niagara Regional roads between years 2013 – 2018, resulting in approximately 405 collisions annually categorized in fatal (personal and/or property damage). These injuries and deaths affect not only the victims and their families, but also impact healthcare, community, and social services. Many of these collisions can be prevented through strategic and effective road safety initiatives (Vision Zero Road Safety Program) that include: infrastructure planning and design changes; enforcement; and public education.

However, no loss of life as a result of traffic collisions is acceptable under the Vision Zero philosophy. The Vision Zero philosophy is a significant departure from the traditional approach to road safety. This transformative change will take several years to fully establish itself.

The Vision Zero Road Safety Program will draw solutions from the 5Es of engineering, enforcement, education, engagement and evaluation. The plan will focus the solutions on six (6) emphasis areas: pedestrians, cyclists, motorcyclists, school-aged children, older adults and aggressive and distracted driving. The Vision Zero Road Safety Program will focus on a set of the most effective actions including:

Speed management strategy: Higher speeds contribute to higher risk of serious injuries and fatalities by reducing driver reaction time, increasing the vehicle stopping distance, and inflicting more severe blunt force trauma on victims upon impact. The proposed speed management strategy is comprised of six integrated speed reduction tools aimed at mitigating risks associated with high speeds. These include: road design improvements, police partnership, deployment of speed signs, speed limit reductions, automated speed enforcement and public education.

Road design improvements: Geometric modifications to the design of the road are known to be one of the most effective ways of achieving the intended target speed for the context and improving road user behaviour. There will be a greater focus on this safety countermeasure, including integration of safety improvements, road realignments and enhanced road illumination.

Proactively addressing high-risk mid-block crossings: Mid-block crossings are prevalent with pedestrian collisions. Recommendations will be brought forward in staff reports on new traffic signals, pedestrian crossovers (PXOs) and enhanced signage.

Proactively addressing collisions at signalized intersection: angle collisions are high in Niagara Region. The implementation of Red Light Camera as a default safety feature will mitigate traffic fatalities and serious injuries.

Education and engagement plan: The overarching goals of the education and engagement component of the Vision Zero Road Safety Program are to inform and consult with the public, building support for infrastructure improvements, and instituting a shift in social norms and road user behaviour.

Next steps to initiate the work of the Vision Zero Road Safety Program will include: an analysis of statistic data collected on Regional Roads (collision data, speeds, volumes, classifications of vehicles); Regional Council priorities; and input from key road safety stakeholders and partner agencies including, local municipalities, Niagara Region Public Health, Niagara Regional Police, District School Board of Niagara (DSBN), Niagara Catholic District School Board (NCDSB) and Niagara Student Transportation Services.

Strategic Priorities

Alignment to Niagara Region Transportation Master Plan and Council's 2019-2022 Strategic Priorities

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

Also, this is a step forward to adopting a Vision Zero Road Safety Plan in Niagara Region; helping to reduce aggressive driving and speeding in areas within Niagara Region that have higher concentrations of school children and families.

Other Pertinent Reports

PW 35-2019 Automated Speed Enforcement – Safer School Zones Act
PW 36-2019 Red Light Camera
PW 38-2019 Community Safety Zones

Prepared by:

Carolyn Ryall
Director, Transportation Services
Public Works Department

Recommended and Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer /
Commissioner of Public Works

This report was prepared in consultation with Brian McMahon, Program Financial Specialist, Sara Mota, Program Financial Specialist, Dan Ane, Manager Program Financial Support, Sulaf Alkarawi, Associate Director Transportation Planning and reviewed by Donna Gibbs, Director Legal Court Services and Helen Chamberlain, Director Financial Management and Planning / Deputy Treasurer.

Appendices

None.

Subject: Implementation of Automated Speed Enforcement

Report to: Public Works Committee

Report date: Tuesday, March 10, 2020

Recommendations

1. That Regional Council **AUTHORIZE** the use of automated speed enforcement (ASE) technology on Regional roads for a five-year contract term with an option to extend for an additional five (5) years;
2. That the Commissioner of Public Works **BE AUTHORIZED** to negotiate, enter into and execute an operating agreement with Her Majesty the Queen in Right of Ontario, as represented by the Ministry of Transportation (the "MTO") of Ontario for the use of ASE technology by Niagara Region including the access and use of license plate registration information subject to successful negotiations with the LAMs with respect to the Niagara Region Courts Inter-Municipal Agreement;
3. That the Commissioner of Public Works **BE AUTHORIZED** to negotiate, enter into and execute an operating agreement with Redflex Traffic Systems (Canada) Limited to provide ASE service for five (5) years from date of award during the second quarter of 2020 to 2024 in the amount of an upset limit of \$950,000 (including 13% HST) with an option to renew on the sole discretion of the Commissioner of Public Works, and subject to budget approval, for one additional term of five (5) years subject to successful negotiations with the LAMs with respect to the Niagara Region Courts Inter-Municipal Agreement;
4. That the Commissioner of Public Works **BE AUTHORIZED** to negotiate, enter into and execute a partnering agreement with the City of Toronto for processing automated speed infractions at the Joint Processing Center subject to successful negotiations with the LAMs with respect to the Niagara Region Courts Inter-Municipal Agreement; and
5. That following implementation of recommendations 1-4, Regional Staff will review the implementation strategy, including technology assessment, safety and educational evaluation, impacts on the Region's Provincial Offences Courts, countermeasures, and budget and revenue to cover the five (5) year period of 2020-2024 and **REPORT BACK** to Council with an update late 2020.

Key Facts

- The Province enacted ASE Regulation #398/19 under the Highway Traffic Act on December 1, 2019, to enable Ontario Municipalities to administer an ASE program in their jurisdictions. Provincial Guidelines are provided to ensure transparency and for the purpose of promoting road safety while maintaining public trust.
- In July 2019, Regional Council authorized Staff to pursue the potential use of ASE 2019 to improve road safety and influence driver behaviour; please refer to PW 35-2019.
- ASE is the methodology which falls under Vision Zero Road Safety Program that was approved by Regional Council on November 14, 2019; please refer to PW 64-2019.
- The costs associated with the implementation of initiatives under the Vision Safety Program, including ASE, was referred for consideration as part of the 2020 Budget Process in accordance with the recommendations in PW 64-2019. Regional Council approved the associated budget, subject to successful negotiations with the LAMs of the Niagara Region Courts Inter-Municipal Agreement to ensure the program is financially sustainable.
- Niagara Region has one of the highest ratios of fatal collisions per 100,000 population among jurisdictions in Southern Ontario based on the latest Provincial statistics.
- Speeding has a direct impact on the consequences of any crash. Speeding also increases the frequency of crashes as the decision stopping distance increases proportionately with the travel speed.
- ASE systems are an important element in speed management and can be a very effective countermeasure to prevent speeding-related crashes.
- Regional staff propose to operate a combination of mobile and semi-fixed ASE units (quantity of four (4)) in school and community safety zones that were determined with maximum speeding violations during 2019.
- Regional staff will communicate the philosophy and strategy behind the ASE program with Niagara residents and tourists through a communication strategy. ASE is a tool which will enhance the capabilities of traffic law enforcement throughout Niagara region and will supplement, rather than replace, traffic stops by law enforcement officers.

- In order to operate ASE, Niagara Region must execute agreements with the Ministry of Transportation of Ontario (MTO), Redflex Traffic Systems (Canada) Limited and City of Toronto to use automated speed enforcement technology.
- Regional staff have been participating in an inter-municipal working group that was initiated by the Ontario Traffic Council (OTC) in an effort to establish common operating principles for ASE across the Province. Some of the issues under discussion include: i) criteria for site selection; ii) fixed location vs. mobile enforcement; iii) days and hours of operations iv) common definitions of school and community safety zone; v) evaluation of the regime; vi) operating guidelines; and vii) expected impacts to court services.
- Niagara Region designated two Community Safety Zones in September 2019 at:
 - Regional Road 81 (York Road) from Queenston Road to Concession 3 Road in the Town of Niagara-on-the-Lake, St. Davids Public School; and
 - Regional Road 24 (Victoria Avenue) from Frederick Avenue to Regional Road 81 (King Street) in the Town of Lincoln, Twenty Valley Public Schools.
- A staff report is coming forward in Q2 2020 to assign additional community safety zones on Regional roads that can receive ASE deployment.
- Staff have begun discussions with the Local Area Municipalities regarding the Niagara Region Court Inter Municipal Agreement with the first meeting taking place on February 21, 2020 with the Local Area Treasurers. At this meeting a combined presentation with Transportation, Public Works and Finance, Corporate Services did receive general support around the Vision Zero Safety program related to the amendments regarding cost sharing between the Region and Municipalities.

Financial Considerations

In order to successfully implement the ASE program, Transportation and Court Services will require increased capacity and resources based on the projected number of charges expected to be issued with the proposed recommendation of four (4) cameras initially. These cameras will be distributed across Regional schools and Community Safety Zones during 2020. Fine revenue is expected to make the ASE program fully cost recoverable, subject to successful amendment of the Niagara Region Courts Inter-Municipal Agreement with the LAMs.

The most significant costs to operate an Automated Speed Enforcement program include:

1. Cost to design, supply, install, operate and maintain the equipment payable to Redflex Traffic Systems (Canada) Limited: The total estimated Vendor cost for an initial five-year contract term is \$856,000 including 1.76% non-refundable HST to operate four (4) ASE units, a combination of mobile and semi-fixed, that will be rotated in school and Community Safety Zones. The annual operating cost associated with the supply of each ASE unit is estimated to be \$33,100 (including 1.76% non-refundable HST), or \$132,400 total for four units. Costs also include one-time capital costs for camera set-up included in the 2020 capital budget.
2. Cost to access MTO vehicle ownership database, payable to MTO: The Province charges a per-transaction fee every time that their vehicle ownership database is accessed by the Joint Processing Centre. These fees are invoiced directly to the municipality on a quarterly basis. The MTO fee will be approximately \$1.06 per transaction; with the total cost varying depending on the number of charges that are issued.
3. Cost to manage the Joint Processing Centre, payable to the City of Toronto: The City of Toronto will operate an Automated Speed Enforcement – Joint Processing Centre on behalf of all participating municipalities. City of Toronto Processing Centre Staff will review the images from each site and determine whether or not a charge can be laid. The City of Toronto will chargeback each municipality on a cost-recovery basis. The chargeback will include both a portion of fixed costs (for the facility, equipment etc.) and a per-transaction cost. The estimated charge per unit fee will be \$12.50.
4. Niagara Region Court costs: To process, prosecute and collect the fines resulting from charges issued pursuant to ASE. The registered owner of the vehicle can choose one of two options on how to proceed with the ASE ticket:
 - In most cases, the registered owner pays the fine with no contest
 - In other cases, the vehicle owner can choose an “early resolution” dispute process or can also request a trial

Records from other Municipalities operating a Red Light Camera (RLC) program prove that 80% of issued tickets will be paid without contest.

To manage the increased ticket volumes for Court Services when the initiatives are fully operational, 12 permanent, full-time FTEs will be required for the Vision Zero Program as a whole (including both RLC and ASE). This includes one prosecution co-ordinator, nine court clerks, and two trial co-ordinators. The costs associated with additional staffing for the Vision Zero Program have been allocated between both RLC and ASE and are dependent on ticket volume for both initiatives. It is anticipated that more staffing support will be required for ASE due to a higher estimated ticket volume than RLC. For the purposes of the approved business case included in the 2020 budget (see Appendix 4), the cost of nine court clerks and one trial co-ordinator have been allocated to the ASE program. The cost of one trial co-ordinator and one prosecution co-ordinator have been allocated to the RLC program.

5. Transportation Services Division: The Division leads the planning and delivery of the program throughout Niagara Region; including the costs associated with program administration responsibilities, implementation, planning, communications, guidelines, consultant evaluation, coordination, and management with all parties and stakeholders. Staffing costs to manage the program include two permanent full-time project managers and one student for the Vision Zero program as a whole. This would include one project manager and one student to oversee the ASE program and one project manager overseeing the RLC program.
6. Business Licensing Unit: Accepting the delivery of Provincial Offences Tickets from the Toronto Joint Processing Center, verifying that the ticket matches the certificate of control and personal delivery of the package to Niagara Region Court.

A detailed breakdown of the program budget was included in the 2020 Operating Budget and endorsed by Regional Council on December 12, 2019.

See Appendix 4 for the program budget breakdown for the Vision Zero Program (including both the RLC and ASE initiatives) as presented and approved in the 2020 Operating Budget.

It is important to note that the Vision Zero Program will not proceed and no costs will be incurred under this program unless an agreement can be reached with the LAMs and the Inter-Municipal Agreement is successfully amended with respect to the share of revenues and operational costs, and therefore, no net revenue from this program has been included in the 2020 operating budget. The business case was prepared on the assumptions the RLC program would be operational for six months in 2020 and the ASE program would be operational for nine months in 2020. Timing of actual operation

of both the RLC and ASE initiatives is dependent on the timing of the successful negotiation of the Intermunicipal Agreement with the LAMs.

Fines Breakdown

The in court fines for speeding in Ontario are prescribed in Section 128(14) of the Highway Traffic Act are as follows:

Every person who contravenes this section or any by-law or regulation made under this section is guilty of an offence and on conviction is liable, where the rate of speed at which the motor vehicle was driven,

- a) is less than 20 kilometres per hour over the speed limit, to a fine of \$3 for each kilometre per hour that the motor vehicle was driven over the speed limit;
- b) is 20 kilometres per hour or more but less than 30 kilometres per hour over the speed limit, to a fine of \$4.50 for each kilometre per hour that the motor vehicle was driven over the speed limit;
- c) is 30 kilometres per hour or more but less than 50 kilometres per hour over the speed limit, to a fine of \$7 for each kilometre per hour that the motor vehicle was driven over the speed limit; and,

Please note that fines in Community Safety Zones and Construction Zones are doubled.

Analysis

The City of Toronto, on behalf of participating municipalities, awarded Redflex Traffic Systems to provide the service of automated speed enforcement to the province of Ontario

In May 2019, the City of Toronto issued a Request for Proposal No. 9148-19-0048 on behalf of all municipalities for the provision of ASE services. The vendor is required to supply, install, operate, maintain and test new ASE systems at various sites identified by the municipalities.

The City of Toronto awarded the contract to Redflex Traffic Systems (Canada) Limited, the highest scoring proponent identified in the evaluation process that met the requirements as set out in the Request for Proposal. Redflex Traffic Systems will be responsible for the supply, installation, operation, maintenance and decommissioning of

an automated speed enforcement system and maintenance of ASE image processing services.

This process ensures the same equipment is used throughout the Province and provides cost savings associated with group purchasing. Award of this Request for Proposal is a crucial step as the specific model of ASE equipment selected is prescribed in the Highway Traffic Act regulation. Niagara Region's participation aligns with co-operative purchasing provisions set out in Niagara Region's Purchasing Bylaw.

To promote safety in high-risk areas along Regional roads and assess impacts on Court system, Regional Staff propose to operate a combination of mobile and semi-fixed units with specified hours of operations to adhere to Niagara Regional Court capacity

Regional staff propose to operate a combination of mobile and semi-fixed units (quantity of four (4)) on Regional roads, during the second quarter of 2020. This will allow staff to quantify the number of charges and rate at which these charges are disputed. This opportunity will also allow Staff to evaluate the technology and service provided by the Vendor. Staff will report preliminary findings to Council late 2020.

Regional staff will rotate the units among school and community safety zones throughout proposed locations during 2020 with additional locations to be identified for 2021. This scenario allows for maximizing coverage across Niagara region and will help create broader awareness of ASE to familiarize motorists with the technology and the system.

Agreements with Ministry of Transportation Ontario, Redflex Traffic Systems and City of Toronto are required to operate an automated speed enforcement program

To operate an ASE program, Niagara Region is required to enter into necessary agreements with the following:

- Ministry of Transportation Ontario - an operational agreement for the use of automated speed enforcement on Regional roads and access to license plate registry information.
- Redflex Traffic Systems (Canada) Limited - for the supply, installation, operation and maintenance of the ASE units within Niagara Region.

- City of Toronto - for the operation and cost-sharing of the joint processing centre, which issues the Certificate of Offence. The City of Toronto will operate an ASE joint processing centre on behalf of partnering municipalities. The ASE joint processing centre will employ Provincial Offences Officers, designated by the province, to issue charges captured by the cameras, as well as additional support staff for site selection, investigation, contract management and record management. Operating costs for the ASE joint processing centre will be cost-shared by partnering municipalities.

As authorized by Regional Council pursuant to PW 64-2019, and the subsequent budget approval for the Vision Zero Road Safety Initiatives (including ASE), staff are in the process of initiating discussions with the LAMs to pursue an amendment to the Niagara Region Courts Inter-Municipal Agreement, which is a necessary first step in order for the program to be financially sustainable. The implementation of the ASE program, as indicated in the recommendations of this report and PW 64-2019, is subject to the successful completion of negotiations with the LAMs with respect to Niagara Region Courts Inter-Municipal Agreement (which will be the subject of a future report to Council to advise as to the outcome of the discussions and seek approval to execute an amendment to the Inter-Municipal Agreement as necessary).

Site Selection Process

The selection of the specific sites is determined using a data-driven approach which involves a thorough analysis of different components including speed, school type, daily volume, percent of sidewalk, boulevard, playground, parks and recreational centres, the number of students walking or crossing Regional roads, and collision data. The criteria for prioritizing and selecting sites was developed through the ASE Municipal Working Group and incorporated best practices as outlined by the National Highway Traffic Safety Administration's (NHTSA) operational guidelines for Speed Enforcement Camera Systems, and lessons learned from other jurisdictions in North America.

Niagara Region site selection methodology was developed using the above criteria in conjunction with Niagara Region's geographic information system (GIS) data, traffic data, and on-site visits by Regional Staff members. Traffic data such as annual average daily traffic (AADT) counts and proposed infractions of speeding violations were provided by a consultant, Pyramid Traffic Incorporation. The Niagara Student Transportation Services provided an approximate number of students travelling to schools from neighbouring area walking or crossing Regional roads.

Appendix 3 includes site locations for the launch and implementation of Automated Speed Enforcement during 2020 based on the criteria outlined above.

An education campaign will be launched to create safety awareness of automated speed enforcement throughout Niagara Region on Regional roads

Regional staff will create a communication plan utilizing different methods to advertise the use of ASE in school and community safety zones on Regional roads. The communication plan will include the following tactics to effectively reach residents and motorists:

- Ontario Traffic Council- Automated Speed Enforcement communications campaign: that includes a site that will act as a “hub” for individuals looking for more information on ASE in Ontario.
- A 90-day warning period in advance of ASE system activation and each new municipal ASE camera deployment that includes advance warning sign as per below detail.
- Social media posts (Facebook, Twitter, Instagram).
- Website content about the program (niagararegion.ca) supported by Local Area Municipalities websites.
- On-Street Regulatory Signage as per below detail.
- Other tactics to be determined as the plan is developed.

(0600 x 0750) (ENG)



(60 x 75) cm

Local Impact

Regional staff have been in dialogue with a number of the LAMs to understand how they can participate in road safety initiatives including ASE and RLC in their jurisdictions. Niagara Region will launch and lead different road safety regimes as part of Vision Zero Road Safety initiatives and consult with the LAMs on possible future implementation of ASE equipments once the program has been operational and evaluated for performance.

Staff report PW 46-2019 recommended that Staff initiate discussions with the LAMs to pursue an amendment to the Intermunicipal Agreement to ensure financial sustainability for the successful operation and durability of the overall Vision Zero Road Safety Program. This operational model will benefit Niagara Region and Local Area Municipalities by ensuring a holistic approach, minimizing cost and allowing for the collection of revenue to offset operating costs.

More recently, the Province has issued guidelines that provide that Municipal revenue, collected under any Municipal ASE program, that exceeds the cost of delivering ASE program is to be used to support local public safety and educational initiatives. Accordingly, Parliamentary Assistant to the Minister of Transportation will be conducting a 180-day review to ensure the ASE program is operating as intended by meeting the objective of transparently improving road safety while maintaining public trust.

The review will be conducted by a specialized consultant on behalf of participating municipalities. The Hospital for Sick Children has been selected jointly to provide:

1. Feedback on the ASE site selection process across the province;
2. Short and long term ASE effectiveness in reducing vehicle speed and improving road safety; and
3. Feedback throughout two years post implementation and program evaluation as requested by the province.

Relevant Consultation

This report has been written in consultation with staff from Legal and Court Services, and Finance.

In addition, Public Health, School Board and Niagara Regional Police Services all are supportive of moving forward with this initiative and all share the same concerns around road safety as presented in this report.

Alternatives Reviewed

In addition, Regional staff have implemented a number of other supporting safety initiatives throughout Niagara Region:

- Installation of flashing beacons and decreasing speed limits in school zones.
- Enhanced pavement markings and signage.
- "Speed Display Trailer" mobile unit that is prioritized among Regional roads to educate motorist on their speed.
- Implementation of PXOs at different Regional road locations.
- In-service road safety reviews to reduce collision frequency and severity.

Relationship to Council Strategic Priorities

Implementing automated speed enforcement supports the 2019 to 2022 Strategic Plan and aligns with Transportation Master Plan TMP Vision 2041

Regional Council adopted Niagara Region Strategic Plan 2019-2022 with the vision statement of striving to achieve a prosperous, safe and inclusive community that embraces our natural spaces and promotes holistic wellbeing and quality of life. This project will address Niagara Region's commitment to the safe system approach, by recommending extensive, proactive and targeted initiatives, informed by data and aimed at eliminating serious injury and fatalities on Niagara Regional roads.

Alignment to Niagara Region Transportation Master Plan

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

This recommendation is part of Transportation's Vision Zero Road Safety Program that is critical in building a safe and inclusive community. It is a philosophy of significant

departure from the traditional approach of road safety by providing a transportation network with safer walking, cycling, and motor vehicle routes.

Automated Speed Enforcement (ASE) is a modern system designed to work in tandem with other road safety measures, like engineering and education initiatives, to help improve safety for people of all ages by increasing speed compliance, altering driver behaviour and increasing public awareness about the critical need to slow down. The system is applied evenly and consistently to all motorists and is not biased towards or against any sector of the population to ensure equity and prioritizing vulnerable road users.

Other Pertinent Reports

PW 64-2019, Vision Zero Road Safety Program, November 5, 2019

PW 35-2019, Automated Speed Enforcement – Safer School Zones, July 9, 2019

Prepared by:

Sulaf Alkarawi, P.Eng.
Associate Director, Transportation Planning
Public Works Department

Recommended and Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer /
Commissioner Public Works Department

This report was prepared in consultation with Carolyn Ryall, Director Transportation Services, and reviewed by Donna Gibbs, Director Legal and Court Services and Dan Ane, Manager Program Financial Support.

Appendices

Appendix 1 Provincial Guidelines provided by Ministry of Transportation

Appendix 2	Ontario Regulation 398/19 under Highway Traffic Act Automated Speed Enforcement
Appendix 3	Site locations for the launch and implementation of Automated Speed Enforcement during 2020
Appendix 4	Vision Zero Road Safety Program Costing

Vision Zero Road Safety Program - 2020 Operating Budget Business Case

Public Works-Levy - Transportation Planning; Business Licensing; Court Services

Initiative Start Date: January 01, 2020

Reason for Business Case: Operating Project

Description of program change:

Vision Zero is a multi-national road traffic safety project that aims to achieve a road network with no fatalities or serious injuries involving road traffic. The Vision Zero Road Safety Program strives to eliminate traffic fatalities and serious injuries on Niagara regional roads; while increasing safe, healthy, equitable mobility for all road users.

The implementation of the Vision Zero Road Safety Program will impact the Regional Transportation, Business Licensing and Court Services Operating Budgets, at an estimated annual gross cost, including the mandatory Victim Fine Surcharge paid to the Ministry of the Attorney General, of approximately \$5 – \$5.8 million (\$3.5 million in 2020 for a partial year of operation, dependent upon timing and duration of implementation).

Transportation Services will be responsible for the operation of the Vision Zero program, including monitoring, evaluation and expansion. Budgeted costs include equipment-related costs, ticket processing charges through a Joint Processing Centre (JPC), MTO charges, staffing and other and are estimated at approximately \$2.28 million on an annual basis (\$1.725 million in 2020 for partial year of operation).

Business Licensing will act as the Provincial Offences Officer and will be responsible for the processing the delivery of the tickets between the JPC and Court Services. Annual costs are estimated at approximately \$34,000.

Infractions issued under the Vision Zero Road Safety Program will be processed through Niagara Region Provincial Offences Court which is administered by Court Services. Costs are estimated at \$2.7 – \$3.5 million annually and include the Victim Fine Surcharge, as well as adjudication and court-related costs, ticket processing and staffing costs (\$1.8 million in 2020 for partial year of operation). Costs are expected to increase if ticket volumes increase over time.

The operating costs for the program are conservatively estimated to be fully recovered from fine infraction revenue. However, this is dependant upon the ability of Niagara Region to recover its full operating costs, which would require an amendment to the Niagara Region Courts Inter-municipal Agreement net revenue sharing formula which is currently based on a 50/50 sharing between the Region and the LAMs. Therefore, negotiations with the LAMs are required and have been authorized by Council. Staff will engage the LAMs to review the Niagara Region Courts Inter-Municipal Agreement as it pertains to net revenues from the Vision Zero Road Safety Program to ensure the program is fiscally sustainable to the Region.

It is important to note that the Vision Zero program will not proceed and no costs will be incurred under this program unless an agreement can be reached with the LAMs and the Inter-Municipal Agreement is successfully amended with respect to the sharing of revenues and operational costs, and therefore no net revenue has been included in the 2020 budget.

Niagara Region experiences a high collision fatality rate when compared to other jurisdictions in Southern Ontario. Deployment of Automated Speed Enforcement (ASE) cameras at school zones and community safety zones, reference to the Province of Ontario Safer School Zones Act - 2017, will facilitate the municipal adoption of this technology on roads with speed limits under 80 km/h in school and community safety zones.

Vision Zero Road Safety Program - 2020 Operating Budget Business Case

Red Light Cameras (RLCs) have been operating in the Province since November 2000 and have so far been installed in 7 Ontario municipalities. The RLC program and processes are well established and respected for their consistency and quality. For legal and practical reasons, all components of the program, from the equipment used through to the processing of the violations, are identical for all participating municipalities within Ontario.

RLCs are an effective safety tool since they reduce the incidence of motorists running red lights. Red light running is one of the causes of angle or "t-bone" collisions, the most severe type of collision that often results in serious injuries. A review of Niagara Region's collision database indicated that there are an average of 60 right-angle collisions at signalized intersections per year. The most reliable statistics currently available suggest that RLCs can reduce the frequency of right-angle collisions by 25%.

Business Reasons for Program Change:

For many years, Niagara Region Staff have been dealing with concerns raised by residents regarding speeding on regional roads. Speeding is a primary crash factor and a leading road safety problem, often contributing to fatal crashes and serving as an aggravating factor in most crashes. A review of Niagara Region's collision data to-date shows that the total number of collisions are continuously increasing on Niagara regional roads.

A step forward to adopting a Vision Zero Road Safety Plan in Niagara Region; helping to reduce aggressive driving and speeding by enhancing a safe systems approach, and drawing solutions from engineering, enforcement, education, engagement and evaluation. Those solutions focus on 6 emphasis areas of pedestrians, cyclists, motorcyclists, school-aged children, older adults and aggressive and distracted driving.

Supports Council's Strategic Priorities: Businesses and Economic Growth, Healthy and Vibrant Community, Responsible Growth and Infrastructure Planning, Sustainable and Engaging Government

Niagara Region HOW WE GO Transportation Master Plan defined programs and infrastructure improvements required to address transportation and growth needs from today through to 2041. One of the main goals is to provide integrated network of roads and highways for the safe movement of people and goods.

The proposed Vision Zero Road Safety Program is a critical part in building a safe and inclusive community. It is an important mechanism to remove barriers for equity seeking groups by prioritizing vulnerable road users. Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

Vison Zero Road Safety Program - 2020 Operating Budget Business Case

Staffing Impact:

14 Permanent, Full Time, 1 Student - Non-Union and CUPE 1287

Total Cost of Staffing Position: - 2020 \$933,303, 2021 - \$1,177,839

Staffing Implementation Date: January 01, 2020

The implementation of the Vision Zero program will require additional staffing complement in both Transportation Services and Court Services as detailed below:

Transportation Services - 2 permanent, full-time non-union project manager FTE's and 1 non-union student will be required to implement, monitor and expand the Vision Zero program in future.

Court Services - 12 permanent, full-time FTE's, 1 non-union and 11 unionized CUPE 1287, will be required to manage the significant increase in ticket volumes that will be processed through the Court system with the implementation of the Vision Zero program. The non-union position will be a Prosecution Coordinator position. The unionized positions will consist of 9 Court Clerks and 2 Trial Coordinators.

Vison Zero Road Safety Program - 2020 Operating Budget Business Case

Financial Impact Summary	Current Year Impact		Multi Year Impact	
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>Beyond</u>
Gross Expenditures	3,546,591	5,058,960	5,759,125	-
Gross Revenues	(3,546,591)	(5,058,960)	(5,759,125)	-
Net Impact to levy	-	-	-	-
% Change over prior year	0.000%			

Prepared by Division Manager:
Reviewed by Program Financial Specialist:
Approved by Director / Commissioner:

Sulaf Al Karawi/ Jackie Foley
Brian McMahon/ Sara Mota
Carolyn Ryall/ Donna Gibbs/Angelo Apfelbaum

NIAGARA REGION COURTS INTERMUNICIPAL AGREEMENT- AMENDMENT 2

This Agreement dated the _____ day of _____, 20_____.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT ERIE
(hereinafter called "Fort Erie")

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWN OF GRIMSBY
(hereinafter called "Grimsby")

OF THE SECOND PART

-and-

THE CORPORATION OF THE TOWN OF LINCOLN
(hereinafter called "Lincoln")

OF THE THIRD PART

-and-

THE CORPORATION OF THE CITY OF NIAGARA FALLS
(hereinafter called "Niagara Falls")

OF THE FOURTH PART

-and-

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
(hereinafter called "Niagara-on-the-Lake")

OF THE FIFTH PART

-and-

THE CORPORATION OF THE TOWN OF PELHAM
(hereinafter called "Pelham")

OF THE SIXTH PART

-and-

THE CORPORATION OF THE CITY OF PORT COLBORNE
(hereinafter called "Port Colborne")

OF THE SEVENTH PART

-and-

THE CORPORATION OF THE CITY OF ST. CATHARINES
(hereinafter called "St. Catharines")

OF THE EIGHTH PART

-and-

THE CORPORATION OF THE CITY OF THOROLD
(hereinafter called "Thorold")

OF THE NINTH PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
(hereinafter called "Wainfleet")

OF THE TENTH PART

-and-

THE CORPORATION OF THE CITY OF WELLAND
(hereinafter called "Welland")

OF THE ELEVENTH PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN
(hereinafter called "West Lincoln")

OF THE TWELFTH PART

-and-

THE REGIONAL MUNICIPALITY OF NIAGARA
(hereinafter called "the Region")

OF THE THIRTEENTH PART

WHEREAS, by the Niagara Regional Court Intermunicipal Agreement dated April 26, 2000 (the “Intermunicipal Agreement”), all parties agreed, among other thing things, to appoint the Region as Agent to undertake the court administration, support and prosecution program for the operation of the Provincial Offences Court on behalf of all municipalities;

AND WHEREAS effective November 22, 2005, the Parties amended the Intermunicipal Agreement to update Schedule A entitled “Reporting Relationships”;

AND WHEREAS the Region wishes to proceed with the implementation of the Vision Zero Program, which among other things would include enforcement of the *Highway Traffic Act* through Automated Speed Enforcement and Red Light Camera enforcement for purposes of enhancing traffic safety for the benefit of all visitors to and residents of the region of Niagara;

AND WHEREAS in order for the Region’s implementation of the Vision Zero Program to be financially sustainable, the initial capital and ongoing operating costs to establish and operate the Vision Zero Program would need to be fully supported by the fines received through charges issued under the Vision Zero Program that will be processed through the Court;

AND WHEREAS the Council of the Region have approved the Vision Zero Program subject to an amendment to the Intermunicipal Agreement regarding the apportionment of costs and revenue to ensure that the Vision Zero Program is financially sustainable in the long term;

NOW THEREFORE in consideration of the promises, mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definitions

In this Amending Agreement:

“Effective Date” means the date upon which the first Certificate of Offence issued pursuant to the *Provincial Offences Act* for a charge under the Vision Zero Program is filed with the Court;

“Vision Zero Program” means the Vision Zero Road Safety Program to be administered by the Region that includes without limitation: enforcement of the *Highway Traffic Act* through Automated Speed Enforcement (ASE), Red Light Camera (RLC) enforcement and such other automated technology-based traffic enforcement tools that may be approved for use by the Province from time to time; infrastructure upgrades such as street lighting, signage and intersection improvements; and, communication and educational programs; all for purposes of enhancing traffic safety for all road users;

“Vision Zero Program Court Costs” means the Court costs and expenses related to administration, prosecution, adjudication of Vision Zero Program charges, including all staffing costs, fees and collection costs incurred by the Agent in processing charges issued under the Vision Zero Program; and,

“Vision Zero Program Implementation and Operating Costs” means the costs incurred by the Region related to initial establishment of the Vision Zero Program approved by the Council of the Region as part of the 2020 Regional budget approval process, being comprised of (a) the capital costs of the installation of 10 RLC units and 4 ASE units; and, (b) the ongoing operating costs and expenses to administer the Vision Zero Program, subject to annual adjustments as may required pursuant to applicable agreements, including but not limited to:

- i. all staffing and training;
- ii. consulting services;
- iii. equipment fees, operation and maintenance;
- iv. fees and charges imposed pursuant to agreements required to be entered into by the Region to implement the Vision Zero Program, including by the Ministry of Transportation and the Joint Processing Centre;
- v. communication and public education; and
- vi. related infrastructure maintenance such as signage, pavement markings and intersection improvements.

2. The parties acknowledge that implementation of the Vision Zero Program by the Region requires significant upfront investment and ongoing operating costs and as such agree that the Region shall be permitted to recover its Vision Zero Program Implementation and Operating Costs from the gross Vision Zero Program revenues, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.
3. The Region shall use its share of the net Vision Zero Program revenues exclusively for the operation and enhancement of the Vision Zero Program. The Municipalities shall use their share of the net Vision Zero Program revenues exclusively either: (a) for vision zero road safety projects and initiatives in their own municipality; or (b) to support the Region’s operation and enhancement of the Vision Zero Program. Recognizing the Provincial reporting to be undertaken by the Region regarding the Vision Zero Program and revenue use; the Municipalities shall report to the Region in such form and with such frequency as necessary to achieve alignment with Provincial reporting requirements from time to time, and in any case at least annually, as to their use of their share of the net Vision Zero Program revenues.
4. Regional Staff shall report to the Council of the Region on an annual basis regarding: Vision Zero Program Implementation and Operating Costs; the use of the Region’s share of the net Vision Zero Program revenues; and the technical performance of, and any proposed enhancements to, the Vision Zero Program.

5. The costs of the Program, as defined in the Intermunicipal Agreement, will be adjusted as a part of the annual budget process in accordance with section 7.1 of the Intermunicipal Agreement as necessary to address any change in Vision Zero Program Court Costs required to accommodate the volume of charges processed pursuant to the Vision Zero Program and shall be recovered by the Agent from gross revenues in accordance with section 8.1 of the Intermunicipal Agreement.
6. The Agent will track the Vision Zero Program Court Costs and revenues separately to the extent reasonably possible for inclusion in the annual budget and financial reporting submitted to the Board from time to time, and the report provided to the Council of the Region pursuant to section 4 of this Amending Agreement.
7. In the event that the gross Vision Zero Program revenues are less than the Vision Zero Program Court Costs at the end of any fiscal year, the Region will provide funding to cover the deficit from the Region's share of the net revenue distribution pursuant to section 8.2 of the Intermunicipal Agreement, so that the net revenues distributed to all Municipalities, with the exception of the Region, pursuant to section 8.3 of the Intermunicipal Agreement are not negatively impacted by the Vision Zero Program. In subsequent years, any net Vision Zero Program revenues will first be used to repay the Region for previous years' deficit, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.
8. The Region agrees to notify the parties in writing of the date that the first Certificate of Offence issued for a charge under the Vision Zero Program is filed with the Court for purposes of confirming the Effective Date of this Amending Agreement.
9. The term of this Amending Agreement will be three (3) years from the Effective Date. The parties agree that on or about two (2) years from the Effective Date they will engage in discussions to collectively review available data related to the Vision Zero Program compiled as of that date, including but not limited to Vision Zero Program Court Costs, charges, gross revenues, technical performance and trends for purposes of considering long-term projections and plans for the Vision Zero Program including possible sites for future capital investment in the Vision Zero Program and any potential future amendments that may be required to the Intermunicipal Agreement.
10. This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. The acceptance of this Amending Agreement may be communicated by facsimile or email transmission reproduction between the Parties, and such reproduction will be binding upon the Parties with the same effect as an executed original of the Amending Agreement.

12. Save and except as modified herein, the provisions of the Intermunicipal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF FORT ERIE

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF GRIMSBY

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF LINCOLN

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF NIAGARA FALLS

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE TOWN OF PELHAM

Per:

Name:
Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF ST. CATHARINES

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF THOROLD

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

**THE CORPORATION OF THE TOWNSHIP OF
WAINFLEET**

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF WELLAND

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

**THE CORPORATION OF THE TOWNSHIP OF WEST
LINCOLN**

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE REGIONAL MUNICIPALITY OF NIAGARA
Per:

Name:
Title:

Name:
Title:

From: Ted Harvey <ted.harvey@spr.ca>

Date: November 11, 2021 at 4:01:51 PM EST

To: Terry Gilmore <TGilmore@wainfleet.ca>

Subject: Increase Ontario Truck Parking to aid Commerce and Communities

Reply-To: ted.harvey@spr.ca

**Invitation to a Petition for More Truck Parking on Ontario Highways to
Aid Commerce, Public Safety and Community Well-being**

(a project to aid community commerce, strengthen the supply chain for our cities and families, improve working conditions for drivers, and increase public safety)

SPR Associates, 18-260 Adelaide St. East | Toronto, ON M5A 1N1 | 416-629-7236 | Dr. Ted Harvey | www.spr.ca

November 10, 2021

Councillor Terry Gilmore
Town of Wainfleet

I am writing to ask you, as a leader in your community, to join a petition urging Ontario's Premier and Legislature to take action to increase long-haul truck parking along Ontario highways.

The petition is a follow-up to a \$280,000 study which our group conducted for the Ontario Ministry of Transportation in 2018 to assess the costs and dangers to the public due to a severe lack of truck parking.

Our summary report on this study, [No Place to Sleep, No Place to Rest](#), details significant issues resulting from the lack of places for truck drivers to rest at the end of their usual 13-14 hour workday. These issues include substantial costs to drivers and the industry, and danger to the public from truck collisions when drivers are fatigued. Recent reports from the OPP note a 40% increase in fatalities in truck collisions in the past year.

Ontario's inaction on truck parking has many negative impacts, including: harsh working conditions (long hours of work -- trucking is the only sector where government allows for a 13-14 hour workday); a lack of places for drivers to rest; and a lack of washrooms. By worsening working conditions, the lack of parking also increases the shortage of drivers (more retirements and greater difficulty recruiting drivers). This weakens the overall trucking supply chain which brings us nearly all of our food and other necessities, contributing to shortages of goods.

An increased role on the part of municipalities would be one solution to solving the truck parking shortage. This petition has growing support from municipalities (see resolutions from the [Township of North Dumfries](#) and the [City of Brampton](#)) as well as trucking companies. Other organizations, such as the Ontario Sikh Council have also expressed support. This approach, emphasizing a stronger municipal role funded by the province, is supported by a number of Ontario's leading experts in planning and transportation.

We hope this petition will help lead to real action on more truck parking.

Completing the petition: You can go to the petition by clicking the following link: [more truck parking](#)

Note: the Google sign-in instruction at the beginning of the petition can be skipped. Space is provided at the end for any comments you may have regarding working conditions, supply chain & shortages during COVID and increasing truck safety.

If firewalls or other obstacles prevent you from accessing the petition, please e-mail me at ted.harvey@spr.ca

Results of this petition will be sent to provincial and other government officials and non-profit organizations with an interest in highways, truck parking and the trucking supply chain. Results will also be sent to members of the provincial legislature, and others concerned with our highways. **Your e-mail address will not be published .**

Adding your name to this petition will help strengthen commerce and the trucking supply chain and will benefit all Ontario families & cities, and reduce the risk of truck collisions.

Please forward this invitation to your constituents, businesspersons in your community, and others, as this issue concerns all Ontarians.

Background

SPR's 2018 study on the truck parking shortage applied engineering studies and surveys of 2,300 North American drivers who use Southern Ontario highways to demonstrate that a shortage of between 1,200 and 2,600 parking spaces exist in Southern Ontario.

SPR's 2021 critique of MTO's response to our 2018 report can be viewed at [Asleep at the Wheel](#). All of our reports show how truck parking has been neglected over three governments and the tenure of 11 Ministers of Transportation. MTO's response since 2018 has been to create only **thirteen !** new parking spots and to promise about 200 new spots for all of Ontario over the next 5 years. Our report asks for a more substantial response.

Our detailed proposal for a greater role for municipalities can be viewed at [municipal role](#) .

SPR has a 25+ year record conducting public policy research for Ontario, the Federal Government, and NGOs, on issues such as: civilian oversight of policing; national security programs; international trade; health & safety; equity and racism; automobile manufacturing; housing and planning; family violence; childcare; Indigenous affairs; and other sensitive matters.

LAKESHORE B2C

Internet Service Advocacy Group

Wainfleet Twp.: Lakeshore from Bessey to Cement Road

The Township of Wainfleet
PO Box 40
Wainfleet, ON L0S 1V0

2021.11.28

Attn.: Wainfleet Town Council

Ref.: Wainfleet's Disconnected Internet Community

Dear Wainfleet Council,

We need your help.

Our group represents over 60 households in the Lakeshore Road area between Bessey and Cement Roads. At a delegation presentation made to Council in September the poor internet service level experienced by many residents in this area was made abundantly clear.

While many of us have taken individual actions with our respective ISP (Internet Service Providers) we decided it was time to unite our efforts for greater impact. A committee was formed—now known as Lakeshore B2C—to launch a survey in late October, which had a very strong response. Of the 63 properties on Lakeshore Road from Cement to Bessey (including Sandhill, Camelot, Crescent Heights and Cedar Crest) we received 49 completed surveys, which included contact information, the ISP and the service level the resident is getting.

The results of the survey were not surprising. With the exception of the few people who are able to get wireless broadband internet, the great majority of people in our community have service levels in the < 2.5 Mbps download and < 0.2 Mbps upload range. This, in spite of the fact that the Government of Canada's National Broadband Service Availability map shows this community as having 25/5!

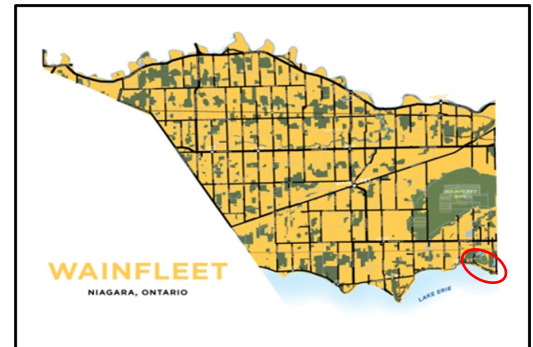
We are asking the Township to advocate to SWIFT on our behalf so they are fully aware of this service gap based on the 2 key findings:

1. The average service levels surveyed is less than 2.5 / .2
 - most of these residents are paying for 5/1, double for the service they are actually receiving
2. The IDES map shows that our area has a 25/5 service level which, were it so, would mean no ISP would bid on it
 - bidders must be made aware that we are VERY under serviced, completely inconsistent with the IDES map

We ask that this be supported by Council at its next meeting and that a letter of support be sent as soon as possible to the SWIFT CAO and/or the SWIFT Board, as you deem most appropriate.

Sincerely,

Mary Barchiesi, Chair



*...the great majority of
people in our community
have service levels in the
< 2.5 Mbps download and
< 0.2 Mbps upload range.*

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**

BY-LAW NO. 043-2021

Being a by-law to authorize the transfer by the Corporation of the Township of Wainfleet in favour of applicants for the abandoned rail corridor as set out in Schedule "A" attached hereto.

WHEREAS Sections 8 and 11 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, permit a municipality to pass by-laws in accordance with the Act;

AND WHEREAS certain lands within the Township conveyed by Canadian National Railway to the Township by Transfer registered January 15, 1997, as instrument RO719089;

AND WHEREAS such lands do not comprise part of the Public Highway and are deemed surplus by the Township of Wainfleet;

AND WHEREAS the Applicants listed in Column 1 of attached Schedule "A" have applied to acquire such lands from the Township as they abut the Applicant's lands;

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

1. **THAT** those lands set out in Column 3 of Schedule "A" hereto be conveyed by the Corporation of the Township of Wainfleet in favour of the Applicants therefore set out in Column 1 of Schedule "A" hereto as the adjoining land owners pursuant to the resolution of the Corporation of the Township of Wainfleet.
2. **THAT** in each case, the lands are to be conveyed to an abutting land owner such that the parcels will merge pursuant to the Planning Act of Ontario and no new parcels of land are created thereby.
3. **THAT** the Mayor and the Clerk of the Corporation of the Township of Wainfleet are hereby authorized to sign or execute such deeds or other documents as may be necessary to effect such conveyances.
4. **AND THAT** the Corporation of the Township of Wainfleet accept the sum of \$1.00 for each parcel together with the Township's costs including the proportionate share of the survey costs and reimbursement of the Township's legal costs in connection with such transfer.

BY-LAW READ AND PASSED THIS 7TH DAY OF DECEMBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

SCHEDULE "A" TO BY-LAW NO. 043-2021

PURCHASER	PURCHASER'S PROPERTY	LANDS AVAILABLE TO BE SOLD
2484355 Ontario Limited	PT LT 31, CON 5 PIN 64007-0013	PT 10 59R14253
David John Breukelman	PT LT 31, CON 5 PIN 64007-0120	PT 7, 8 & 9 59R14253

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. 044-2021

Being a by-law to close and convey part of a
Public Road being the road allowance between the
Township of Wainfleet and Township of Moulton,
Designated as Part 1 and Part 2, 59R-17110
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 Hube Hospitality Inc. made application to the Township of Wainfleet pursuant to By-law No. 033-2015 for the closure and sale of that portion of Part of the Road Allowance between Township of Wainfleet and Moulton designated as Part 1, 59R-17110; WAINFLEET;

AND WHEREAS Thomas Carl Newell and Susan Eileen Newell made application to the Township of Wainfleet pursuant to By-law No. 033-2015 for the closure and sale of that portion of Part of the Road Allowance between Township of Wainfleet and Moulton designated as Part 2, 59R-17110; WAINFLEET;

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 Hube Hospitality Inc. to close and sell the portion of Part of the Road Allowance between Township of Wainfleet and Moulton designated as Part 1, 59R-17110; WAINFLEET is approved.
2. **THAT** the application made by Thomas Carl Newell and Susan Eileen Newell to close and sell the portion of Part of the Road Allowance between Township of Wainfleet and Moulton designated as Part 2, 59R-17110; WAINFLEET; is approved.
3. **THAT** the lands described as Part of the Road Allowance between Township of

Wainfleet and Moulton designated as Parts 1 and 2, 59R-17110; WAINFLEET are hereby stopped up and closed as a public highway and declared as surplus to the needs of the municipality;

4. **THAT** the lands described as Part of the Road Allowance between Township of Wainfleet and Moulton designated as Parts 1 and 2, 59R-17110; WAINFLEET be sold for a total consideration of Ten Thousand Dollars (\$10,000.00);
5. **THAT** the Part of the Road Allowance between Township of Wainfleet and Moulton designated as Part 1, 59R-17110; WAINFLEET shall merge in title with the adjoining lands owned by Hube Hospitality Inc. described as Part Lot 32 Concession 1 Wainfleet as in AA46022; Description may not be acceptable in future as in AA46022; WAINFLEET and being the whole of PIN 64012-0034 (LT).
6. **THAT** the Part of the Road Allowance between Township of Wainfleet and Moulton designated as Part 2, 59R-17110; WAINFLEET shall merge in title with the adjoining lands owned by Thomas Carl Newell and Susan Eileen Newell described as Part Lot 31 Concession 1 & Part Road Allowance between Lots 31 & 32 Concession 1 Wainfleet (Closed by Bylaw RO646003), Part 1, 59R13848; S/T RO514849, RO610848 & RO358057; Part Lot 32 Concession 1 Wainfleet as in RO129567; Part Road Allowance between Lots 31 & 32 Concession 1 (Closed by Bylaw RO646003), Part 1, 59R6162; WAINFLEET and being the whole of PIN 64012-0115 (LT).
7. **THAT** this By-law shall be registered on title to the road allowance described in PIN 64002-0001(LT) in Land Registry Office No. 59;
8. **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.
9. **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.
10. **THAT** this By-law shall come into effect on its passing.

BY-LAW READ AND PASSED THIS 7TH DAY OF DECEMBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

**CORPORATION OF THE
TOWNSHIP OF WAINFLEET
BY-LAW NO. 045-2021**

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

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

AND WHEREAS the Council of the Township of Wainfleet has authorized final approval of draft plan of condominium, File No. P01/2014W, upon execution of the condominium agreement;

AND WHEREAS the registration of the plan of condominium will establish two private roads to service the condominium;

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

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

1. **THAT** Schedule "A" of By-law 042-2010, as amended, be further amended to include Lakewood Beach Drive (private) and Sandy Lane (private) in the consolidated list of street names in the Township of Wainfleet;
2. **AND THAT** the By-law shall come into effect upon registration of the plan of condominium.

BY-LAW READ AND PASSED THIS 7th DAY OF DECEMBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

**CORPORATION OF THE
TOWNSHIP OF WAINFLEET
BY-LAW NO. 046-2021**

Being a by-law to authorize the entering into of a
Condominium Agreement with Lakewood Beach
Properties Ltd.

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

AND WHEREAS Lakewood Beach Properties Ltd. wishes to enter into a Condominium Agreement with the Township of Wainfleet to provide for the development of a condominium in the Township of Wainfleet, Region of Niagara, Province of Ontario, Draft Plan of Condominium File No. P01/2014W;

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

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

BY-LAW READ AND PASSED THIS 7th DAY OF DECEMBER, 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

SCHEDULE "A" TO BY-LAW 046-2021
LAKEWOOD BEACH CONDOMINIUM AGREEMENT
(LAKEWOOD BEACH PROPERTIES LTD.)

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. 047-2021

Being a by-law to amend By-law No. 010-2018 being a by-law to regulate traffic and parking on Township roads.

WHEREAS the Council of the Township of Wainfleet enacted By-law No. 010-2018 on March 27, 2018, to regulate traffic and parking on Township roads

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

- 1) **THAT** Schedule "E", Stop Sign Location, of Bylaw 010-2018 be amended by adding the following to the respective columns:

Schedule "E"
Stop Sign Locations

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
Highway	At (Location)	Facing Traffic
Fowler Road	Lakefield Crescent	Northbound on Fowler Road

- 2) **THAT** this bylaw shall come into force and take effect on the final passage thereof.

BYLAW READ AND PASSED THIS 7th DAY OF DECEMBER 2021.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 048-2021

Being a by-law to adopt, ratify and confirm the proceedings of the Council of the Corporation of the Township of Wainfleet at its special meeting held December 3, 2021 and its regular meeting held December 7, 2021

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

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

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

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

1. (a) The actions of the Council at its special meeting held December 3, 2021, and its regular meeting held December 7, 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 7th DAY OF DECEMBER, 2021

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK