



THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

REGULAR MEETING OF COUNCIL AGENDA

FEBRUARY 7, 2023 – 6:30 P.M.

*(Time adjusted for this meeting only
Regular business to resume at 7:00 p.m.)*

COUNCIL CHAMBERS

C03/23

1. **Call to Order**
2. **Closed Meeting**
 - a) Item under Section 239 (2)(d) of the *Municipal Act, 2001*, labour relations or employee negotiations – 1 item (A negotiation matter)
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 January 10, 2023
 - b) Minutes of the special meeting of Council held January 31, 2023
10. **Public Meeting**
 - a) 53814 Zion Road – Upper Canada Consultants (Pols Enterprises Ltd.)
Draft Plan of Subdivision P01/2022W
Zoning By-law Amendment Z07/2022W

11. Delegations

- a) Steven Roman Soos – Niagara wide State of Emergency on Mental Health, Homelessness and Addiction

12. Staff Reports & Recommendations

- a) Administrative Staff Reports

- i. 2023 Capital Budget

- b) Building Staff Reports

- i. BSR-001/2023 Re: Summary of 2022 Building Permit Activity

- c) Community & Development Services

- i. Memorandum Re: Land Disposal Policy

- d) Fire Staff Reports

- i. FSR-001/2023 Re: 2022 Fourth Quarter Review
 - ii. 2022 Multi-Hazard Weather Event (Presentation)

- e) Planning Staff Reports

- i. PSR-001/2023 Re: Condominium Agreement and Final Approval of Draft Plan of Condominium P01/2021W (Daniel & Kandace Bunz)

13. Review of Correspondence

- a) C-2022-033 – Winger Public School
Request for Waiving of Fire Hall Rental Fees

14. By-laws

- a) By-law No. 005-2023 being a by-law to appoint members to the Committee of Adjustment for the Township of Wainfleet for the current term of Council
- b) By-law No. 006-2023 being a by-law to appoint members to the Township of Wainfleet Public Library Board for the current term of Council
- c) By-law No. 007-2023 being a by-law to amend By-law No. 042-2010 being a by-law to adopt municipal and private road names in the Township of Wainfleet

- d) By-law No. 008-2023 being a by-law to repeal By-law No. 033-2015 being a by-law to establish a policy for the sale of land owned by the Township of Wainfleet

15. Notices of Motion

16. 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 (Consideration of applications to the Age-Friendly Advisory Committee)
- b) Item under Section 239 (2) (c) of the *Municipal Act, 2001*, a proposed or pending acquisition or disposition of land by the municipality or local board – 2 items (A potential disposition of land matter and a potential acquisition of land matter)
- c) Minutes of the closed meeting of Council held January 10, 2023

17. Rise & Report

18. By-law to Confirm the Proceedings of Council

- a) By-law No. 009-2023 being a by-law to adopt, ratify and confirm the actions of the Council at its meeting held on the 31st day January, 2023 and the 7th day of February, 2023.

19. Adjournment



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

C01/23
JANUARY 10, 2023
6:00 P.M.
COUNCIL CHAMBERS

PRESENT: B. Grant Mayor
J. Anderson Councillor
T. Gilmore Councillor
J. MacLellan Councillor
S. Van Vliet Councillor

STAFF PRESENT: W. Kolasa Chief Administrative Officer
M. Kirkham Deputy Clerk
L. Earl Manager of Community and Development Services
L. Gudgeon Manager of Human Resources
S. Ivins Planner
R. Nan Manager of Operations
M. Tardif By-law Enforcement Officer
A. Chrastina Administrative Assistant

C01/23

1. Call to Order

Mayor Grant called the meeting to order at 6:00 p.m.

2. Closed Meeting

Resolution No. C-2023-001

Moved by Councillor Gilmore

Seconded by Councillor Anderson

“THAT Council now move into closed session to discuss:

- a) Item under Section 239 (2)(c)(e)(f) of the *Municipal Act, 2001*, a proposed or pending acquisition or disposition of land by the municipality or local board, litigation or potential litigation, advice that is subject to solicitor-client privilege - 1 item (An update on current open legal files)

CARRIED

3. Rise & Report

The Deputy Clerk reported that Council met in open session at 6:00 p.m. and passed a resolution to go into closed session to receive information from the Township's Solicitor respecting open legal files affecting the municipality.

4. National Anthem**5. Land Acknowledgement Statement**

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

6. Disclosures of Interest and the General Nature Thereof

Mayor Grant declared an interest in agenda item 16. a) Closed Meeting (Consideration of applications to various Boards and Committees) as his family member is one of the applicants to the Committee of Adjustment.

Councillor Gilmore declared an interest in agenda item 16. a) Closed Meeting (Consideration of applications to various Boards and Committees) due to a business interest with an applicant applying to the Drainage Advisory Committee.

7. Mayor's Announcements & Remarks

Mayor Grant provided the following remarks:

- Thank you to everyone who pulled together during the storm event we experienced over the Christmas break.
- Regional Council meets Thursday, January 19 at 6:30 p.m.
- We will be commencing our budget meetings soon:
 - Tuesday January 31 – Capital Budget
 - Tuesday February 28 – Operating Budget
- Our next regular meeting of Council will be held Tuesday February 7 at 7:00 p.m.

8. Councillor's Announcements & Remarks

Councillor Anderson acknowledged that the Ontario Dairy Farmers are and continue to be a huge supporter of Toronto Children's Hospital.

Councillor MacLellan provided a document to Council which outlined the Niagara Central Dorothy Rungeling Airport Commissions list of accomplishments for 2022.

9. Adoption of Previous Council Minutes**Resolution No. C-2023-002**

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

"THAT the minutes of the regular meeting of Council held November 1, 2022 and December 13, 2022 be adopted as circulated."

CARRIED

10. Public Meeting

None.

11. Delegations

None.

12. Staff Reports & Recommendations**a) Administrative Staff Reports**

- i. ASR-001/2023 Re: Proposed Update to Provision of Public Notice Policy

Resolution No. C-2023-003

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

“THAT Staff report ASR-001/2023 respecting the Provision of Public Notice Policy be received;

AND THAT Council adopt the updated Provision of Public Notice Policy attached to this report as Appendix “A”

CARRIED

- ii. ASR-002/2023 Re: Board and Committee Appointments

Resolution No. C-2023-004

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

“THAT Administrative Staff Report ASR-002/2023 respecting Board and Committee Appointments be received; and

THAT Council review and select citizen appointees for the Committee of Adjustment, Drainage Advisory Committee and Public Library Board; and

THAT Council direct staff to extend the application period for the Age-Friendly Advisory Committee until sufficient applications are received that satisfy the composition of members as stated in the Terms of Reference.”

CARRIED

b) By-law Enforcement Staff Reports

- i. Memorandum Re: Proposed Amendment to the Administrative Monetary Penalty System By-law

Resolution No. C-2023-005

Moved by Councillor Anderson

Seconded by Councillor Gilmore

“THAT the Memorandum from the By-law Enforcement Officer respecting Proposed Amendment to the Administrative Monetary Penalty System By-law be received for information.”

CARRIED

c) **Planning Staff Reports**

- i. PSR-001/2023 Re: Housekeeping Amendment Z01-2022W

Resolution No. C-2023-006

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

“THAT Planning Staff Report PSR-001/2023 be received; and

THAT Township Initiated Zoning By-law Amendment File No. Z01/2022W be approved for the reasons outlined in PSR-001/2023; and

THAT Township Initiated Zoning By-law Amendment File No. Z01/2022W be deemed consistent with the Provincial Policy Statement 2020 and other matters of Provincial interest; and

THAT the Zoning By-law Amendment attached as Appendix “B” be adopted.”

CARRIED

- ii. PSR-002/2023 Re: Zoning By-law Amendment Z06-2022W - Hamlet Lot Coverage

Resolution No. C-2023-007

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

“THAT Planning Staff Report PSR-002/2023 be received; and

THAT Township Initiated Zoning By-law Amendment File No. Z06/2022W be approved for the reasons outlined in PSR-002/2023; and

THAT Township Initiated Zoning By-law Amendment File No. Z06/2022W be deemed consistent with the Provincial Policy Statement 2020 and other matters of Provincial interest; and

THAT the Zoning By-law Amendment attached as Appendix “A” be adopted.”

CARRIED

13. Review of Correspondence

None.

14. By-laws**Resolution No. C-2023-008**

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

“THAT the following by-laws be read and passed this 10th day of January 2023:

- a) By-law No. 001-2023 Being a by-law to amend By-law No. 020-2014, being a By-law to establish a System for Administrative Penalties respecting the stopping, standing and parking of vehicles.
- b) By-law No. 002-2023 Being a by-law pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 to amend Zoning By-law No. 034-2014 of the Corporation of the Township of Wainfleet with respect to all lands within the Township of Wainfleet.

CARRIED

Resolution No. C-2023-009

Moved by Councillor Gilmore

Seconded by Councillor Van Vliet

“THAT the following by-law be read and passed this 10th day of January, 2023:

- c) By-law No. 003-2023 Being a by-law pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 to amend Zoning By-law No. 581-78 and Zoning By-law No. 034-2014 of the Corporation of the Township of Wainfleet with respect to all lands within the Township of Wainfleet.

Councillor Van Vliet requested a recorded vote.

Councillor MacLellan – In favour
Councillor Van Vliet – Opposed
Councillor Anderson – In favour
Councillor Gilmore – In favour
Mayor Grant – In favour

CARRIED

15. Notices of Motion

None.

16. Closed Meeting

Resolution No. C-2023-010

Moved by Councillor Gilmore

Seconded by Councillor Anderson

“THAT Council now move into closed session to discuss:

- 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 (Consideration of applications to various Boards and Committees)
- b) Minutes of the Closed Meeting of Council held November 1, 2022 and December 13, 2022

CARRIED

17. Rise & Report

The Deputy Clerk reported that Council met in closed session to review confidential citizen applications to various boards and committees.

Council provided staff with direction to prepare motions for said committees to appoint its members for the new term of Council.

Committee of Adjustment

At this point in the meeting, Mayor Grant left the Council Chambers and did not take part in discussion or vote on the matter.

Resolution No. C-2023-011

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

“THAT the following members be appointed to the Committee of Adjustment Fence-Viewers/Property Standards Committee/Dog Control By-law Appeals for the current term of Council (2022-2026)

1. Garry Balicki
2. Diane Chase
3. Rico Leone
4. Sharon McMillan
5. Mark Feduck

AND THAT staff prepare the appropriate by-laws at the next available meeting.

CARRIED

Mayor Grant returned to the Council Chambers.

Library Board

Resolution No. C-2023-012

Moved by Councillor MacLellan

Seconded by Councillor Anderson

“THAT the following members be appointed to the Township of Wainfleet Library Board for the current term of Council (2022-2026):

1. Lynn Gibson
2. Lynn Hunt
3. Chris Summerhayes
4. Lois Johnson

AND THAT staff prepare the appropriate by-laws at the next available Meeting.

CARRIED

Drainage Advisory Committee

At this point in the meeting, Councillor Gilmore left the Council Chambers and did not take part in discussion or vote on the matter.

Resolution No. C-2023-013

Moved by Councillor Van Vliet

Seconded by Councillor MacLellan

“THAT the following members be appointed to the Township of Wainfleet Drainage Advisory Committee for the current term of Council (2022-2026):

1. Lennie Aarts
2. Matt Henderson
3. Ken Hessels
4. John Sonneveld
5. Gerry Veldhuizen

CARRIED

18. By-law to Confirm the Proceedings of Council

Resolution No. C-2023-014

Moved by Councillor MacLellan
Seconded by Councillor Gilmore

“THAT By-law No. 004-2023 being a by-law to adopt, ratify and confirm the actions of the Council at its meeting held on the 10th day January, 2023 be read and passed this 10th day of January, 2023.”

CARRIED

19. Adjournment

There being no further business, the meeting was adjourned at 8:05 p.m.



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

C02/23
JANUARY 31, 2023
7:00 P.M.
COUNCIL CHAMBERS

PRESENT: B. Grant Mayor
J. Anderson Councillor
T. Gilmore Councillor
J. MacLellan Councillor
S. Van Vliet Councillor

STAFF PRESENT: W. Kolasa Chief Administrative Officer
M. Kirkham Deputy Clerk
M. Alcock Fire Chief
M. Luey Manager of Corporate Services/Treasurer
M. Jemison Drainage Superintendent
R. Nan Manager of Operations
A. Chrastina Administrative Assistant

C02/23

1. Call to Order

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

2. National Anthem

3. Land Acknowledgement Statement

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

4. Disclosures of Interest and the General Nature Thereof

None.

5. Staff Reports & Recommendations

a) 2023 Draft Capital Budget

The Treasurer presented the draft 2023 Capital Budget to Council for their review and consideration. Budget deliberations will continue February 28, 2023 with a final budget to be presented to Council for consideration at a future meeting.

Resolution No. C-2023-015

Moved by Councillor Van Vliet

Seconded by Councillor MacLellan

“THAT the Flag Pole Project be removed from the 2023 Draft Capital Budget; and

THAT the Capital Budget levy amount for the Flag Pole Project be reallocated to other projects.”

CARRIED

Resolution No. C-2023-016

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“THAT the Fire Fleet - Apparatus (Pumper Truck) be DEFERED to the 2024 budget cycle.”

CARRIED

Resolution No. C-2023-017

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“THAT the Gents Road Resurfacing Project be removed from the 2023 Draft Capital Budget; and

THAT staff be directed to provide implications regarding the possible debenture of the Belleview Beach Road/Beach Road East Project in the event that grant funding is not available.”

CARRIED

6. Closed Meeting

N/A

7. Rise & Report

N/A

8. Adjournment

There being no further business, the meeting was adjourned at 9:34 p.m.

B. Grant, MAYOR

M. Kirkham, DEPUTY CLERK

PUBLIC MEETING INFORMATION REPORT

Public Meeting: Tuesday February 7th, 2023 at 7:00 p.m. in Council Chambers
File No.: Draft Plan of Subdivision P01/2022W
Zoning By-law Amendment Z07/2022W
Applicant: Upper Canada Consultants on behalf of Pols Enterprises Ltd.
Subject Property: 53814 Zion Road

Purpose of a Public Meeting

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

Any person may make written or verbal representation either in support of or in opposition to the proposed Draft Plan of Subdivision and Zoning By-law Amendment. Please note that all submissions, including personal information, will become part of the public record and may be publicly released. The Public Meeting will also be live-streamed through the Township's [Youtube](#) page. Written comments are encouraged and can be submitted by email to planning@wainfleet.ca, personal delivery to the Township Office at 31940 Highway #3, Wainfleet or regular mail to P.O. Box 40, Wainfleet ON L0S 1V0, to the attention of Sarah Ivins, Planner. The public commenting period closes at the end of the Public Meeting.

Property Information

The subject lands are located on the southwest corner of Zion Road and Highway #3 as shown in Schedule "A". The property is 4.63 hectares in size and is currently vacant. The surrounding land uses include residential, agricultural and institutional – an aerial photograph is attached as Schedule "B".

The subject lands are located within the Hamlet of Hendershot Corners and as such are designated as Rural Settlement in the new Niagara Official Plan, designated as Village Residential with a portion designated as Environmental Protection Area in the Township Official Plan and zoned Development – D and Hazard - H under Zoning By-law 581-78.

Application Details

The Draft Plan of Subdivision (File No. P01/2022W) proposes six (6) lots for single detached dwellings and one (1) block for an Environmental Protection Area.

The Zoning By-law Amendment (File No. Z07/2022W) proposes to rezone the subject lands from Development – D and Hazard – H to Residential – R1-359, Environmental Protection and Hazard – H under Zoning By-law 581-78. Exception 359 permits a minimum lot frontage of 27 metres.

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

- Draft Plan of Subdivision prepared by Upper Canada Consultants (November 2021);
- Environmental Impact Study prepared by LCA Environmental Consultants (January 2022);
- Environmental Noise Feasibility Study prepared by Valcoustics Canada Ltd. (July 2021);
- Functional Servicing Brief prepared by Upper Canada Consultants (November 2022);
- Hydrogeological Assessment prepared by Terra-Dynamics Consulting Inc. (October 2021);
- Planning Justification Report prepared by Upper Canada Consultants (April 2022);
- Site Grading Plan prepared by Upper Canada Consultants (November 2022);
- Stage 1-2 Archaeological Assessment prepared by Detritus Consulting Ltd. (September 2022).

Consultation

In accordance with the *Planning Act*, a Notice of Complete Application and Public Meeting was mailed to all landowners within 120m of the subject property on December 14th, 2022 and a public notice sign was posted on the subject lands. The notice, along with the submitted studies, were also posted on the Township's website at www.wainfleet.ca/publicnotices.

The application was circulated to external agencies and internal departments for review and comment on December 14th, 2022. To date, the following comments have been received:

Hydro One noted no comments or concerns at this time.

The Ministry of Transportation (MTO) noted no objection in principle. The MTO advised that the subject lands are located within the Ministry's permit control limits and as such MTO permits will be required prior to any site alteration. The MTO also noted that all above and below ground structures must be setback a minimum of 14.0 metres from all Ministry property limits and that this setback should be stipulated in the zoning by-law amendment. The MTO requested that the following conditions be included:

1. That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a stormwater management report indicating the intended treatment of the calculated runoff.
2. That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, detailed grading, servicing, survey and internal road construction plans.
3. That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a traffic impact study to assess the impacts on the Highway #3 and Zion Road intersection and identify any related highway improvements.
4. That prior to final approval, the owner shall enter into a legal agreement with the Ministry of Transportation for any required highway improvements.

Bell Canada requested that the following paragraphs be included as a condition of approval:

"The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.

The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost."

Enbridge Gas Inc. noted no objection.

Township By-law Enforcement Department noted no concerns.

Township Drainage Department noted that the subject lands are assessed to the Ellsworth Drain and the Big Forks Drain and that any parcel boundary changes need to be captured under the current Section 78 project for the Ellsworth Drain (if timing permits) or separately under Section 65 Apportionments for both drains. The Drainage Superintendent also noted that if stormwater is to drain to the Ellsworth Drain, the proponent shall analyze drain capacity to prove the existing drain is a sufficient outlet. If the drain is not a sufficient outlet, an improvement request shall be made under Section 78 of the Drainage Act to facilitate the necessary improvements to the Ellsworth Drain.

To date, there have been no written public comments received.

Any additional comments received prior to the public meeting will be addressed verbally at the public meeting and addressed through the future planning report.

Next Steps

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

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

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

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

Contact

For further information regarding the proposed applications please contact Sarah Ivins, Planner, at 905-899-3463 ext. 225 or planning@wainfleet.ca. Written comments can also be sent to the attention of Sarah Ivins.

To request to be notified of the decision, please contact the Deputy Clerk at 31940 Highway #3, P.O. Box 40, Wainfleet, ON L0S 1V0 or mkirkham@wainfleet.ca.

Attachments

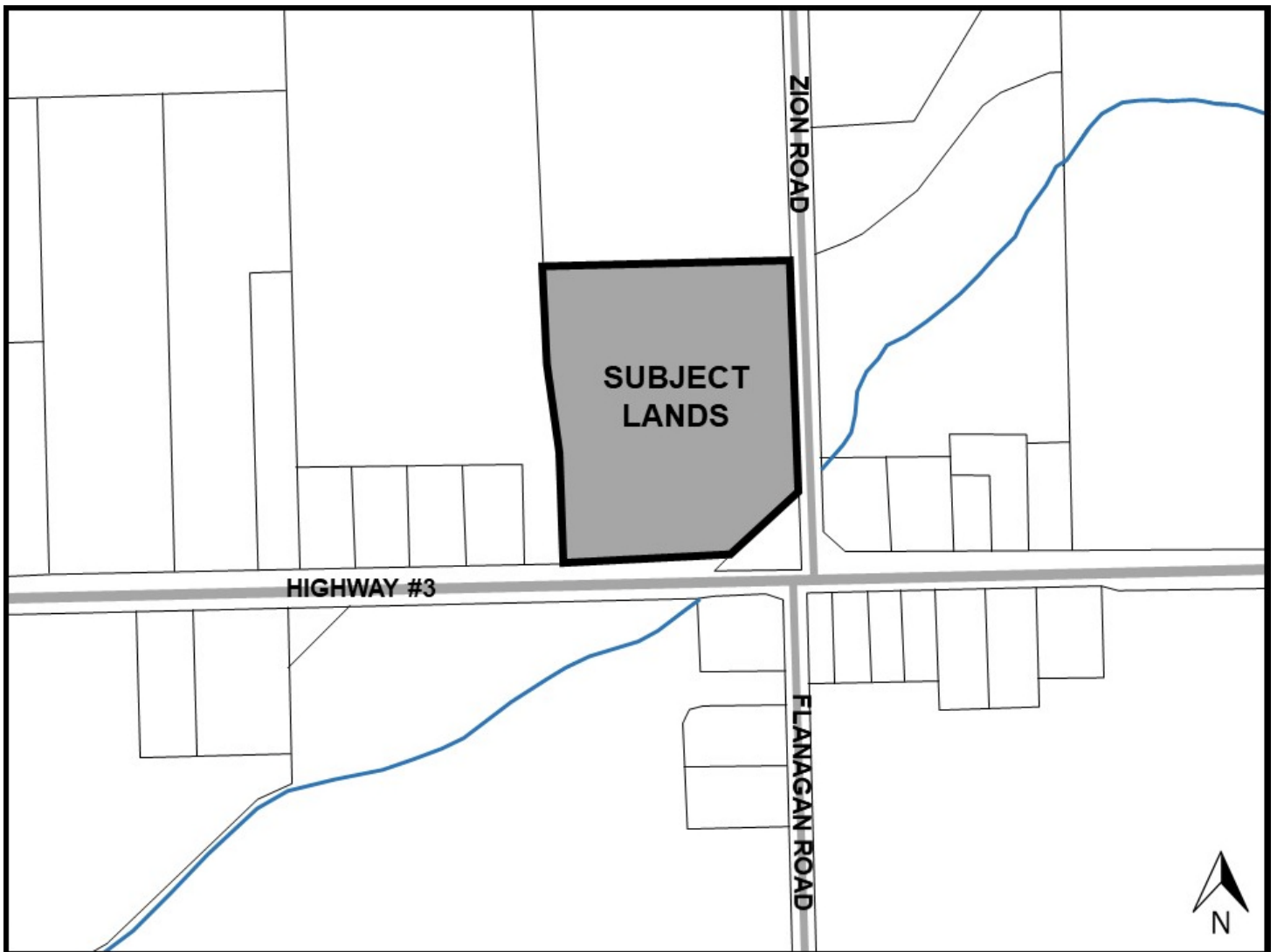
Schedule "A" – Location Map

Schedule "B" – Aerial Photograph

Schedule "C" – Draft Plan of Subdivision

Schedule "D" – Proposed Zoning By-law Amendment

Schedule "A" – Location Map



**Draft Plan of Subdivision Application
Zoning By-law Amendment Application**

**Pols Enterprises Ltd.
Upper Canada Consultants (Agent)**

53814 Zion Road
CON 5, PT LOT 38
2714 000 01210100

LOCATION MAP



Date: February 2023

File No.: P01/2022W & Z07/2022W

Schedule "B" – Aerial Photograph



**Draft Plan of Subdivision Application
Zoning By-law Amendment Application**

**Pols Enterprises Ltd.
Upper Canada Consultants (Agent)**

53814 Zion Road
CON 5, PT LOT 38
2714 000 01210100

AERIAL PHOTOGRAPH



Date: February 2023

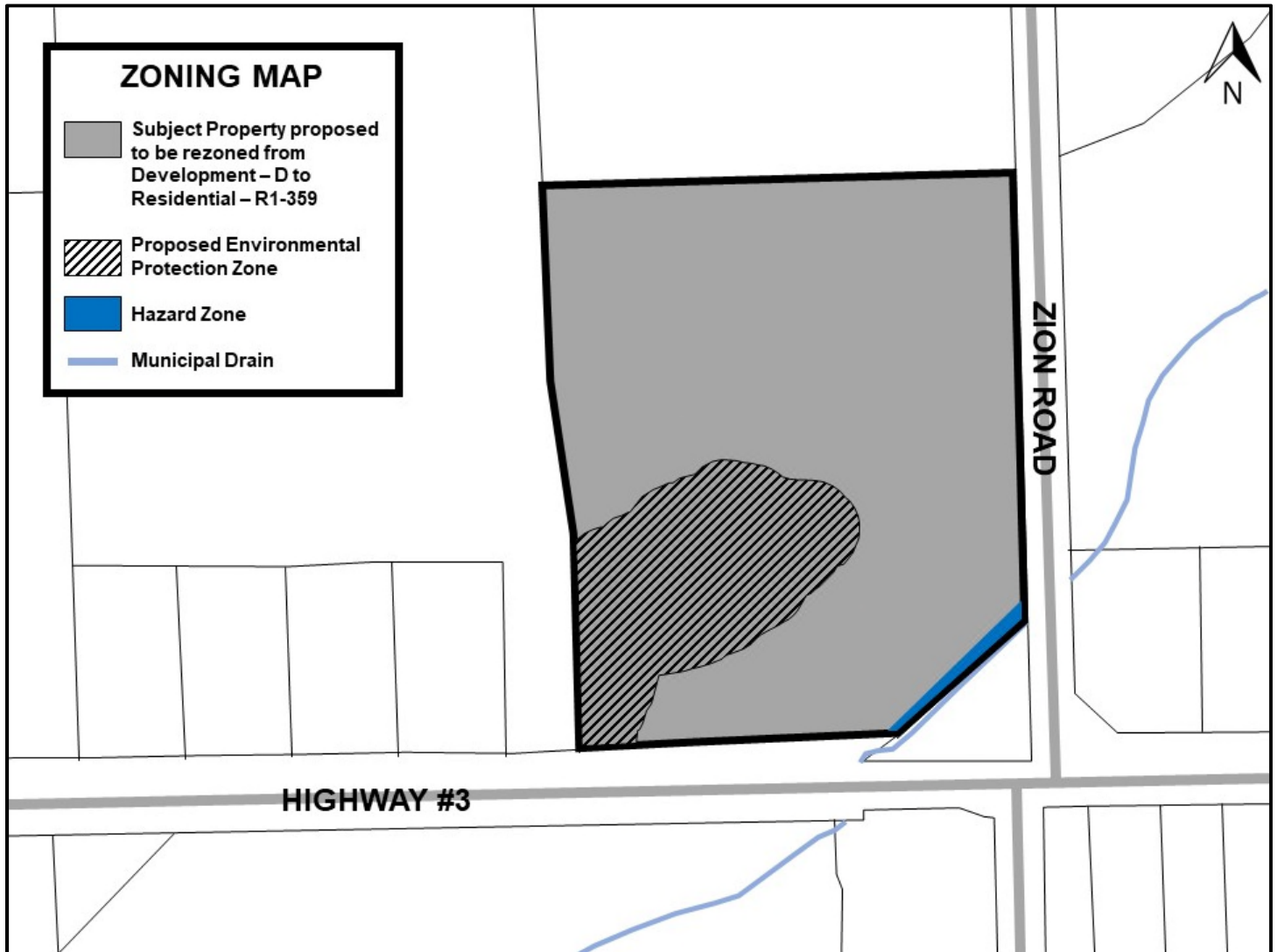
File No.: P01/2022W & Z07/2022W

KEY PLAN N.T.S.	
DRAFT PLAN OF SUBDIVISION	
LEGAL DESCRIPTION PART OF LOT 36 CONCESSION 5 TOWNSHIP OF WAINFLEET REGIONAL MUNICIPALITY OF NAPANEE	
OWNER'S CERTIFICATE BEING THE REGISTERED OWNER, I HEREBY AUTHORIZE UPPER CANADA CONSULTANTS TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE TOWNSHIP OF WAINFLEET FOR APPROVAL.	
<i>[Signature]</i>	2021.09.23 DATE
SURVEYOR'S CERTIFICATE I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED ARE CORRECTLY SHOWN.	
<i>[Signature]</i>	2021.09.23 DATE
REQUIREMENTS OF SECTION 54(1) OF THE PLANNING ACT	
a) SEE PLAN	i) SEE PLAN
b) SEE PLAN	j) SEE PLAN
c) SEE PLAN	k) SEE PLAN
d) SEE PLAN	l) SEE PLAN
e) SEE PLAN	m) SEE PLAN
f) SEE PLAN	n) SEE PLAN
g) SEE PLAN	o) SEE PLAN
h) SEE PLAN	p) SEE PLAN
q) SEE PLAN	r) SEE PLAN
s) SEE PLAN	t) SEE PLAN
u) SEE PLAN	v) SEE PLAN
w) SEE PLAN	x) SEE PLAN
y) SEE PLAN	z) SEE PLAN
aa) SEE PLAN	ab) SEE PLAN
ac) SEE PLAN	ad) SEE PLAN
ae) SEE PLAN	af) SEE PLAN
ag) SEE PLAN	ah) SEE PLAN
ai) SEE PLAN	aj) SEE PLAN
ak) SEE PLAN	al) SEE PLAN
am) SEE PLAN	an) SEE PLAN
ao) SEE PLAN	ap) SEE PLAN
aq) SEE PLAN	ar) SEE PLAN
as) SEE PLAN	at) SEE PLAN
aw) SEE PLAN	ax) SEE PLAN
ay) SEE PLAN	az) SEE PLAN
ba) SEE PLAN	bb) SEE PLAN
bc) SEE PLAN	bd) SEE PLAN
be) SEE PLAN	bf) SEE PLAN
bg) SEE PLAN	bh) SEE PLAN
bi) SEE PLAN	bj) SEE PLAN
bk) SEE PLAN	bl) SEE PLAN
bm) SEE PLAN	bn) SEE PLAN
bo) SEE PLAN	bp) SEE PLAN
bq) SEE PLAN	br) SEE PLAN
bs) SEE PLAN	bt) SEE PLAN
bu) SEE PLAN	bv) SEE PLAN
bw) SEE PLAN	bx) SEE PLAN
by) SEE PLAN	bz) SEE PLAN
ca) SEE PLAN	cb) SEE PLAN
cc) SEE PLAN	cd) SEE PLAN
ce) SEE PLAN	cf) SEE PLAN
cg) SEE PLAN	ch) SEE PLAN
ci) SEE PLAN	cj) SEE PLAN
ck) SEE PLAN	cl) SEE PLAN
cm) SEE PLAN	cn) SEE PLAN
co) SEE PLAN	cp) SEE PLAN
cq) SEE PLAN	cr) SEE PLAN
cs) SEE PLAN	ct) SEE PLAN
cu) SEE PLAN	cv) SEE PLAN
cw) SEE PLAN	cx) SEE PLAN
cy) SEE PLAN	cz) SEE PLAN
ca) SEE PLAN	cb) SEE PLAN
cc) SEE PLAN	cd) SEE PLAN
ce) SEE PLAN	cf) SEE PLAN
cg) SEE PLAN	ch) SEE PLAN
ci) SEE PLAN	cj) SEE PLAN
ck) SEE PLAN	cl) SEE PLAN
cm) SEE PLAN	cn) SEE PLAN
co) SEE PLAN	cp) SEE PLAN
cq) SEE PLAN	cr) SEE PLAN
cs) SEE PLAN	ct) SEE PLAN
cu) SEE PLAN	cv) SEE PLAN
cw) SEE PLAN	cx) SEE PLAN
cy) SEE PLAN	cz) SEE PLAN
ca) SEE PLAN	cb) SEE PLAN
cc) SEE PLAN	cd) SEE PLAN
ce) SEE PLAN	cf) SEE PLAN
cg) SEE PLAN	ch) SEE PLAN
ci) SEE PLAN	cj) SEE PLAN
ck) SEE PLAN	cl) SEE PLAN
cm) SEE PLAN	cn) SEE PLAN
co) SEE PLAN	cp) SEE PLAN
cq) SEE PLAN	cr) SEE PLAN
cs) SEE PLAN	ct) SEE PLAN
cu) SEE PLAN	cv) SEE PLAN
cw) SEE PLAN	cx) SEE PLAN
cy) SEE PLAN	cz) SEE PLAN
ca) SEE PLAN	cb) SEE PLAN
cc) SEE PLAN	cd) SEE PLAN
ce) SEE PLAN	cf) SEE PLAN
cg) SEE PLAN	ch) SEE PLAN
ci) SEE PLAN	cj) SEE PLAN
ck) SEE PLAN	cl) SEE PLAN
cm) SEE PLAN	cn) SEE PLAN
co) SEE PLAN	cp) SEE PLAN
cq) SEE PLAN	cr) SEE PLAN
cs) SEE PLAN	ct) SEE PLAN
cu) SEE PLAN	cv) SEE PLAN
cw) SEE PLAN	cx) SEE PLAN
cy) SEE PLAN	cz) SEE PLAN
ca) SEE PLAN	cb) SEE PLAN
cc) SEE PLAN	cd) SEE PLAN
ce) SEE PLAN	cf) SEE PLAN
cg) SEE PLAN	ch) SEE PLAN
ci) SEE PLAN	cj) SEE PLAN
ck) SEE PLAN	cl) SEE PLAN
cm) SEE PLAN	cn) SEE PLAN
co) SEE PLAN	cp) SEE PLAN
cq) SEE PLAN	cr) SEE PLAN
cs) SEE PLAN	ct) SEE PLAN
cu) SEE PLAN	cv) SEE PLAN
cw) SEE PLAN	cx) SEE PLAN
cy) SEE PLAN	cz) SEE PLAN
ca) SEE PLAN	cb) SEE PLAN
cc) SEE PLAN	cd) SEE PLAN
ce) SEE PLAN	cf) SEE PLAN
cg) SEE PLAN	ch) SEE PLAN
ci) SEE PLAN	cj) SEE PLAN
ck) SEE PLAN	cl) SEE PLAN
cm) SEE PLAN	cn) SEE PLAN
co) SEE PLAN	cp) SEE PLAN
cq) SEE PLAN	cr) SEE PLAN
cs) SEE PLAN	ct) SEE PLAN
cu) SEE PLAN	cv) SEE PLAN
cw) SEE PLAN	cx) SEE PLAN
cy) SEE PLAN	cz) SEE PLAN
ca) SEE PLAN	cb) SEE PLAN
cc) SEE PLAN	cd) SEE PLAN
ce) SEE PLAN	cf) SEE PLAN
cg) SEE PLAN	ch) SEE PLAN
ci) SEE PLAN	cj) SEE PLAN
ck) SEE PLAN	cl) SEE PLAN
cm) SEE PLAN	cn) SEE PLAN
co) SEE PLAN	cp) SEE PLAN
cq) SEE PLAN	cr) SEE PLAN
cs) SEE PLAN	ct) SEE PLAN
cu) SEE PLAN	cv) SEE PLAN
cw) SEE PLAN	cx) SEE PLAN
cy) SEE PLAN	cz) SEE PLAN
ca) SEE PLAN	cb) SEE PLAN
cc) SEE PLAN	cd) SEE PLAN
ce) SEE PLAN	cf) SEE PLAN
cg) SEE PLAN	ch) SEE PLAN
ci) SEE PLAN	cj) SEE PLAN
ck) SEE PLAN	cl) SEE PLAN
cm) SEE PLAN	cn) SEE PLAN
co) SEE PLAN	cp) SEE PLAN
cq) SEE PLAN	cr) SEE PLAN

53814 Zion Road
CON 5, PT LOT 38
2714 000 01210100

File No.: P01/2022W & Z07/2022W

Schedule "D" – Zoning By-law Amendment



Draft Plan of Subdivision Application
Zoning By-law Amendment Application

Pols Enterprises Ltd.
Upper Canada Consultants (Agent)

53814 Zion Road
CON 5, PT LOT 38
2714 000 01210100

ZONING BY-LAW AMENDMENT



Date: February 2023

File No.: P01/2022W & Z07/2022W



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: Steven Roman Soos	
Address: 31 Pietz Ave, Welland, ON L3C 1Z5	
Telephone: 905-414-3399	E-mail: romansoos2022@outlook.com

Date of Meeting: February 7, 2023

Subject Matter to be Discussed:	Niagara wide state of emergency on mental health, homelessness and addiction
Action Requested:	Re-affirm new Council's support for Niagara wide State of emergency on mental health, homelessness and addiction. See attached motion.

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.

Steven Roman Soos
Signature

February 2, 2023
Date

WHEREAS on December 15, 2020, Council supported Steven Soos' delegation request to have Niagara Regional Council Declare a State of Emergency Region-wide on mental health, homelessness and addiction; and

WEHEREAS Steven Soos has submitted a subsequent delegation request to present additional information respecting the same;

NOW THEREFORE BE IT RESOLVED THAT Council consider the following:

1. That Niagara Region re-commit to their previous motion (from Steve Soos and Jim Diodati, Mayor of Niagara Falls) to deliver more preventative drug education through a public health campaign on the dangers of drugs and educate the public including our youth on concepts such as the good Samaritan act, and the benefits of carrying naloxone and how to access it.
2. That Niagara Regional Council acknowledge mental health care as a right as outlined in the Canada Health Act under access of care.
3. That Wainfleet Town Council lobby the province on more therapeutic approaches and treatment pertaining to mental health care, work to develop strategies to address mental health/homeless/addiction discrimination (especially within our hospital system) and that the Ford government cover the shortfalls of funding to organizations financially struggling who provide emergency support to Niagara Residents. That the Niagara Regional Council serving as the board of health for the peninsula be copied on this request to the province
4. That Wainfleet Town Council advocate to the Niagara Region for increased medium-housing supply for young people trying to enter the housing market, seniors downsizing, to open up for supply for families and to support initiatives like Tiny Homes/Temporary Modular housing and other housing models to address the housing crisis in Niagara and tackling the 16-18 year waitlist for affordable housing.
5. That Wainfleet Town Council support more access to Niagara housing focused emergency shelters addressing the shortfall of available shelter in Niagara (665 homeless-121 children about 200 shelter beds in Niagara).
6. That Wainfleet Council commit to working with the Region on planning and zoning for greater housing access.
1. That Wainfleet Town Council commit to requesting the Niagara-area MP's to bring back Petition E-3351 for a national study in the federal health committee on the merits of declaring a Canada-wide state of emergency on mental health.
2. That Wainfleet Town Council advocate to Niagara Region Public Health and Social Services for the creation of a database for families who can sign up to take in someone with a mental health, homelessness and/or addiction issue to take stress off an overworked and underfunded mental health, addictions, homelessness system(s) in Niagara.

THAT Niagara Regional Council Public Health and Social Services committee, Steven Soos romansoos2022@outlook.com, Michael Tobollo, Minister of Mental Health and Addiction, Premier Doug Ford, Ontario NDP Interim Leader Peter Tabunus, Ontario NDP Leader, Designate, Marit Stiles, All Niagara MP's and MPP's, Michael Kerzner, Ontario Minister of the Solicitor General, John Fraser, Interim Ontario Liberal Party Leader, Mike Shreiner, Ontario Green Party

Leader, Bobbi Ann Brady, Independent MPP for Haldimand-Norfolk, Carolynn Bennett, Federal Minister of Mental Health and Addiction, Steve Clark, Ontario Minister for Municipal Affairs and Housing, Ahmed Hussan, Minister of Housing and Diversity and Inclusion, All Niagara-area municipalities, Prime Minister Justin Trudeau, Senator Patrick Brazeau be copied on the motion. Soos.

Additional Information:

<https://www.niagarathisweek.com/news-story/10831395--people-are-dying-push-for-emergency-declaration-over-addictions-mental-illness-and-homelessness-back-on/>

<https://www.pelhamtoday.ca/local-news/the-niagara-man-lobbying-for-regional-state-of-emergency-6374509>

<https://www.thespec.com/nd/news/niagara-region/2023/01/19/niagara-facing-an-emergency-from-homelessness-addictions-and-mental-health-says-mpp.html>

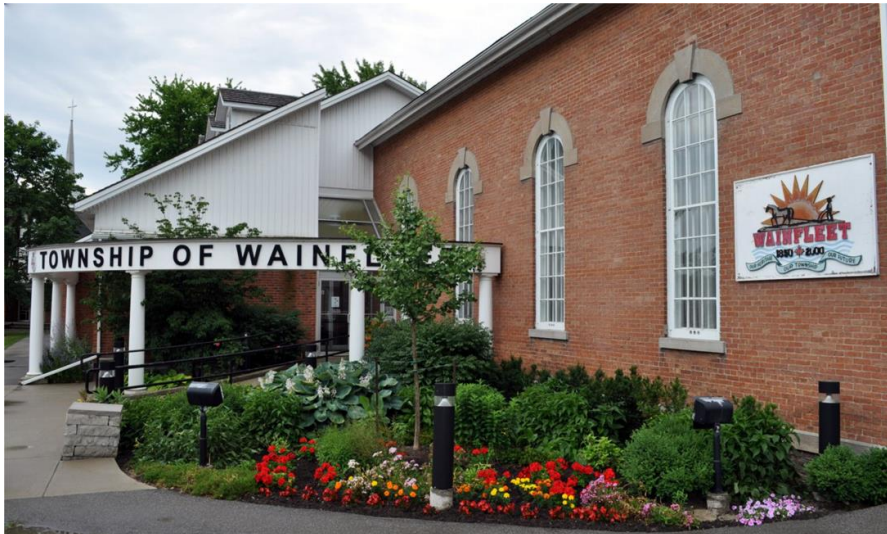
<https://www.niagarafallsreview.ca/local-niagara-falls/news/2023/01/25/we-need-your-help-and-we-need-it-today-we-needed-it-yesterday.html>

<https://www.stcatharinesstandard.ca/local-welland/news/2023/01/24/more-mental-health-supports-needed-welland-woman-says.html>

<https://www.youtube.com/watch?v=sohtagDg3KE>



2023 REVISED DRAFT CAPITAL BUDGET



SUMMARY OF CHANGES

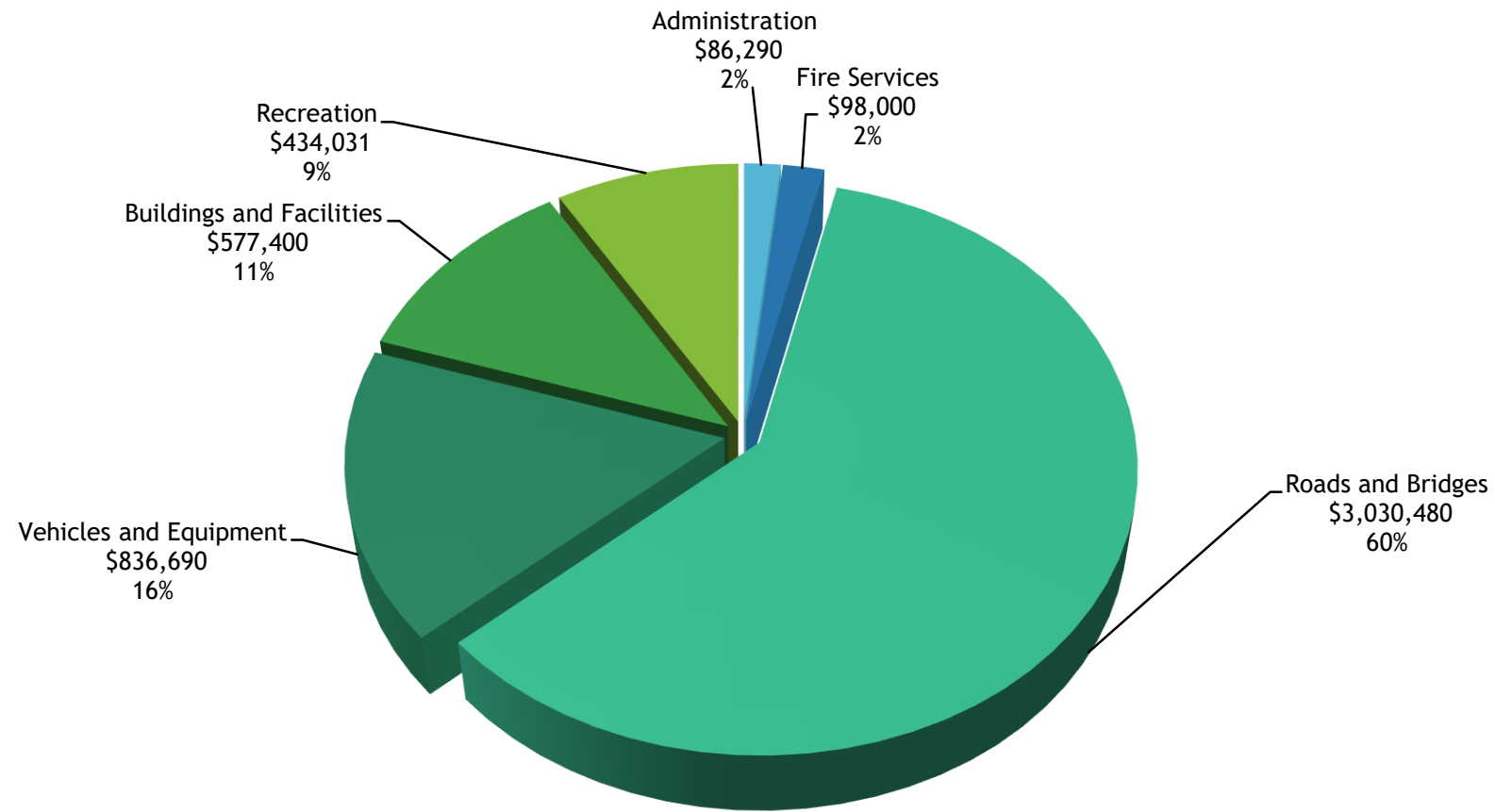
	PROJECT TITLE	ORIGINAL	REVISED	CHANGE	
A.3	MUNICIPAL FACILITIES	99,225	95,500	-3,725	Removal of flag pole
B.5	FIRE FLEET- APPARATUS	850,000	0	-850,000	Deferred to 2024 Budget
B.6	RADIO SYSTEM PHASE 2	30,000	40,000	10,000	Updated pricing received
C.1	ROAD RESURFACING PROGRAM	2,015,465	1,638,965	-376,500	Deferred Gents Road, Proceed with Belleview Beach/Beach/Hill
C.3	BRIDGE REPAIRS	510,000	635,000	125,000	Pearson Bridge Tender pricing received

CAPITAL BUDGET SNAPSHOT

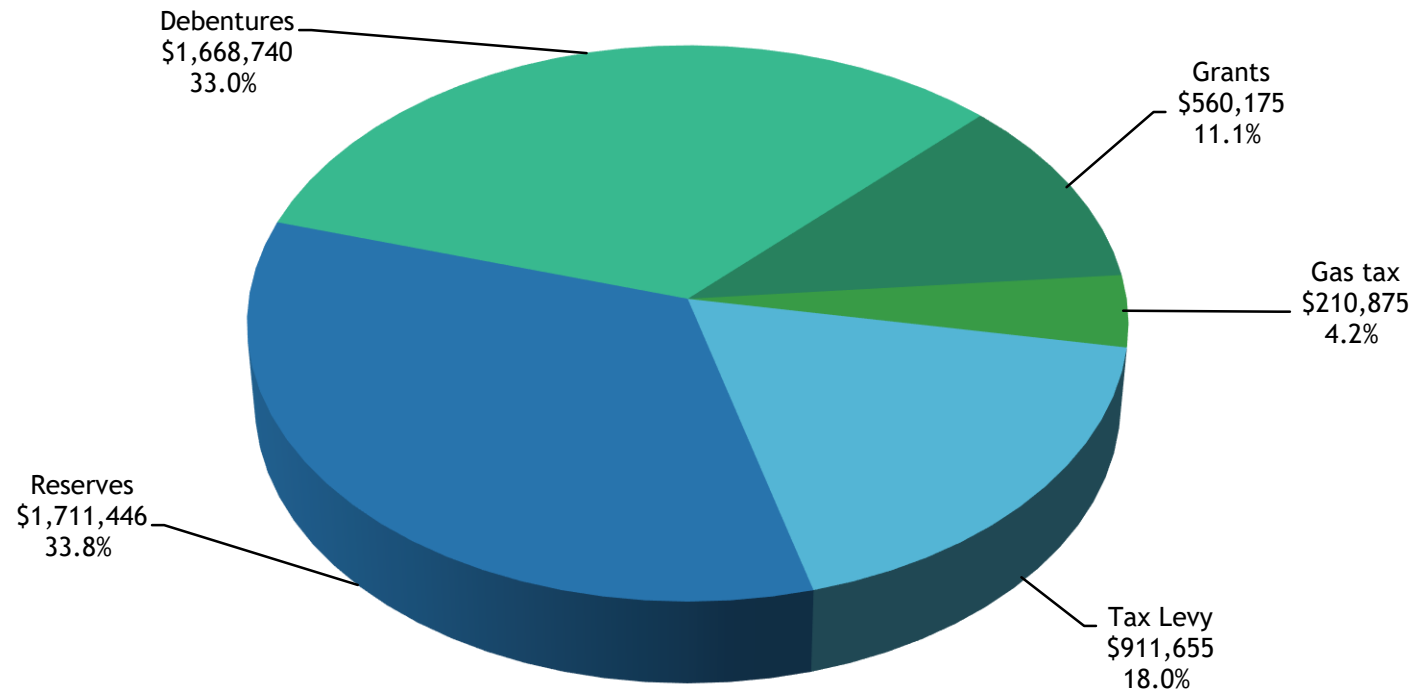
CAPITAL CATEGORY	AMOUNT
FACILITIES & BUILDINGS	577,400
FLEET & EQUIPMENT	836,690
ROADS & BRIDGES	3,030,480
PARKS & RECREATION	434,031
INFORMATION & TECHNOLOGY	86,290
FIRE EQUIPMENT & PPE	98,000
TOTAL CAPITAL EXPENDITURES	\$ 5,062,891



CAPITAL PROJECTS BY CATEGORY



CAPITAL PROJECT FINANCING





COMMITMENT TO INFRASTRUCTURE LEVY

**2% ANNUALLY - 2023 CONTRIBUTION IS
\$1,273,885**

DEBENTURE CONSIDERATIONS

Committed Debt Payments*		452,730
2023 BUDGET CONSIDERATIONS	AMOUNT	ANNUAL REPAYMENT
Tandem Truck - \$400,000	400,000	73,186
Bellevue Beach/Beach/Hill	1,268,740	156,424
Total Annual Repayments		\$ 682,340
*Central Fire Station not included		



MALLORY LUEY, CPA
MANAGER OF CORPORATE SERVICES/TREASURER
MLUEY@WAINFLEET.CA
905-899-3463 X 244



TOWNSHIP OF WAINFLEET

2023 REVISED DRAFT CAPITAL BUDGET

February 7, 2023

Historical Capital Levy Spending

TABLE 1

Year	Tax Levy Contributed to Capital	Change from prior year	Dollar amount equal to 1% levy increase	Levy Change from prior year (%)
2016	847,865		47,604	
2017	540,060	(307,805)	49,486	-6.22
2018	365,850	(174,210)	51,487	-3.38
2019	365,848	(2)	53,297	0.00
2020	447,500	81,652	59,296	1.38
2021	576,756	129,256	65,426	1.98
2022	717,678	140,922	70,462	2.00
2023	911,655	193,977	78,006	2.49

Table 1 outlines actual contributions to capital spending from the tax levy for the years 2016 through 2022, with the 2023 draft budget amount included for consideration.

Ideally, Where Capital Spending Could Have Been...

TABLE 2

Year	Tax Levy Contributed to Capital	Change from prior year	Dollar amount equal to 1% levy increase	Levy Change from prior year (%)
2016	847,865		47,604	
2017	946,837	98,972	49,486	2.00
2018	1,049,811	102,974	51,487	2.00
2019	1,156,405	106,594	53,297	2.00
2020	1,274,997	118,592	59,296	2.00
2021	1,405,849	130,852	65,426	2.00
2022	1,546,772	140,923	70,462	2.00
2023	1,702,784	156,012	78,006	2.00

Table 2 demonstrates an ideal circumstance using 2016 as the baseline and applying incremental adjustments annually to the capital levy spending. It is best practice to increase for inflationary pressures on capital expenditures, and historically, 2% was an appropriate number.

TOWNSHIP OF WAINFLEET 2023 PROPOSED CAPITAL BUDGET

		Capital Funding									
Item	Project Title	Levy	Grants	Development Charges	Reserves	Modernization Fund	CCBF	OCIF	Debenture	Previously approved unspent	Total
A.1	Arena Fire Pond Fencing *	10,000	-	-							10,000
A.2	Arena Refrigeration Plant	187,000	-	-							187,000
A.3	Municipal Facilities Rehabilitations*	95,500	-	-							95,500
A.4	Municipal Water System	-	-	-	148,781	46,219					195,000
A.5	Hall Tables & Chairs	-	-	-		46,400					46,400
A.6	Library Shelving	-			24,000						24,000
A.7	Fire Station Repairs *	19,500									19,500
Total Capital Requests - Facilities & Buildings		312,000	-	-	172,781	92,619	-	-	-	-	577,400
B.1	Operations Fleet	48,540	-	-	168,500				400,000	-	617,040
B.2	Tree Shear for Excavator	-	-	-	24,650					-	24,650
B.3	Rural Water Supply Program	10,000	-	-						-	10,000
B.4	Fire Fleet - Light Duty	25,000	-	-	105,000	15,000				-	145,000
B.5	Fire Fleet - Apparatus - DEFERRED	-	-	-						-	
B.6	Radio System Phase 2	-	-	-		40,000				-	40,000
Total Capital Requests - Fleet and Equipment		83,540	-	-	298,150	55,000	-	-	400,000	-	836,690
C.1	Road Resurfacing Program *	58,437					210,875	100,913	1,268,740		1,638,965
C.2	Feeder Rd- Drain 13 Improvement	50,000									50,000
C.3	Bridge Repairs	10,000			625,000						635,000
C.4	Road Closure Trailers	-			15,415						15,415
C.5	Large Culverts & Drain Works	128,000			508,100						636,100
C.6	Harbourview Storm Engineering	-			55,000						55,000
Total Capital Requests - Roads & Bridges		246,437	-	-	1,203,515	-	210,875	100,913	1,268,740	-	3,030,480
D.1	Recreation Complex	105,888	291,143								397,031
D.2	Municipal Banner Program	-			7,000						7,000
D.3	Tree Planting Program	-			30,000						30,000
Total Capital Requests - Parks & Recreation		105,888	291,143	-	37,000	-	-	-	-	-	434,031
E.1	IT Replacement Program	65,790	-	-	-	-	-		-		65,790
E.2	Software & Hardware Upgrade	-	-	-	-	20,500	-		-		20,500
Total Capital Requests - Information & Technology		65,790	-	-	-	20,500	-	-	-	-	86,290
F.1	Fire Equipment	50,000	-								50,000
F.2	Fire PPE	48,000	-								48,000
Total Capital Requests - Fire Services		98,000	-	-	-	-	-	-	-	-	98,000
Total Capital Requests		911,655	291,143	-	1,711,446	168,119	210,875	100,913	1,668,740	-	5,062,891

* Represents a capital item that has been modified in its scope, the items removed can be seen on the summary of removals and adjustments

A.1 Arena Fire Pond Fencing *

Item	Location
Arena Fire Pond Fencing *	Various Township Facilities

Project Rationale

The project will entail replacement of the entire pond fencing. The fencing is currently deteriorating and in need of replacement. Two gates are also proposed to be added. The fire pond is our essential source of water for fire protection of all township buildings in our complex and as such requires the need for safety protection from pedestrians. Staff have been mending the fence for a few years now and in need of replacement.

Project Funding Source	
Levy	10,000
Reserves	
Modernization	
TOTAL	10,000

Project Timelines	
2021	
2022	
2023	√
2024	√

Additional Information

A.2 Arena Refrigeration Plant

Item	Location
Arena Refrigeration Plant	Arena

Project Rationale

Based on a thorough assessment performed by a third party consultant of the Refrigeration plant, the following budget considerations are expected based on current pricing.

Condensor Replacement	120,000
Condensor Tank Replacement	14,000
Condensor Pump Replacement	10,000
Boiler	43,000
Total	187,000

Project Funding Source	
Levy	187,000
Reserves	
Modernization	
TOTAL	187,000

Project Timelines	
2021	
2022	
2023	√
2024	√

Future Expenses

Chiller Replacement	125,000
Compressor Replacement	70,000
Brine Pump Replacement	15,000
2 Dehumidifier Replacements	50,000
Total	260,000

A.3 Municipal Facilities Rehabilitations*

Item	Location
Municipal Facilities Rehabilitations*	Town Hall & Parkette

Project Rationale

Staff have performed an assessment of the current furnace and air conditioning units in Town Hall. The current 25+ year old Furnace and air conditioner for the Council chambers has surpassed its life expectancy and is in need of replacement.

The Main Floor Furnaces are approximately 18 years old and we have been advised they should be replaced due to their age, safety and efficiency. The Main floor in town hall is currently being subsidized by 10 additional electric space heaters due to poor efficiency and circulation from the aged furnaces. The Air conditioning unit was replaced a few years ago and will be utilized with the new furnaces.

The Town Hall currently utilizes 2 domestic hot water heaters that are over sized and are at their life expectancy. The project proposes to combine the hot water lines into a single 40 gallon unit that will be sufficient enough for our needs.

The Upper floor in Town hall furnaces are functioning properly but the Air conditioner is currently in need of a new compressor and condenser fan. The project will entail replacement with new 16 seer unit.

The Community hall air conditioning duct work currently is outside the building and is in need of enclosing and insulating to improve the efficiency as well as protection from the elements.

The Pavillion has seen a large increase in usage including the Marshville Heritage, Fall Fair, Summer Market, Christmas Market as well as picnic area usage. The original facility was designed for the cattle show and the Fall fair and Marshville which anticipated infrequent usage. The demand has increased and staff have considered improvements including the installation of eavestrough to assist in the water drainage collection and disposal as well as improvements to the lighting and doors. Staff are considering a phased in approach to the upgrades. Staff are recommending that we plan to install eavestroughs which will be connected to the laneway drainage improvement project and lighting in 2023 and apply for a grant for the improvements to the doors. The doors are a home made foldable door that are currently in need of repairs. There are 37 overhead doors to be replaced throughout the building and will additionally require framing to accommodate the installation of the overhead doors.

The Front Vestibule at Town Hall is in need of replacing as the original structure is leaking and the roof portion was designed as a vertical panel and not designed as a roofing structure. The project will entail placement of a full enclosed roof structure and the replacement of the door panels and restoration of water damage as required.

Project Funding Source	
Levy	95,500
Reserves	
Modernization	
TOTAL	95,500

Project Timelines	
2021	
2022	
2023	v
2024	

Additional Information

Detailed Cost Breakdown		
Town Hall	Furnace, Air Conditioners & Hot Water Tanks	48,000
Town Hall	Basement Flooring (Completed)	14,500
Town Hall	Vestibule	33,000
Parkette	Flag Pole	
Total		95,500

A.4 Municipal Water System

Item	Location
Municipal Water System	Town Hall

Project Rationale

The municipal water system was installed over 30 years ago and is comprised of a 10,000 gallon cistern with dual pumps that transfers the water to the arena building utility room located in the Seniors drop in center. The water travels through a UV system and is then distributed through 3 separate feed lines. The first line provides water to the arena building. The second feeds an exterior line to the baseball diamond concession stand, a outdoor water spigot and 2 heritage buildings. The third line exits the arena where it feeds the community hall/Firehall/Library, Operations center and the Town Hall. Staff have performed 4 repairs on the main line towards the town hall in recent years. Staff have found that the fittings and the black plastic line are wearing out and causing leaks. The project will entail the inspection and replacement of the existing system from the cistern right through to the existing UV systems in each building. Staff unfortunately cannot isolate each building as there are no in line valves to isolate a single facility thus causing staff to go home when a service interruption occurs. Staff will then determine prepare the scope and costing for the upgrade or replacement of the system and is estimated in this budget.

Project Funding Source	
Levy	
Reserves	148,781
Modernization	46,219
TOTAL	195,000

Project Timelines	
2021	
2022	√
2023	√
2024	

Additional Information

A.5 Hall Tables & Chairs

Item	Location
Hall Tables & Chairs	Community Hall & Moore Room

Project Rationale

Current Tables and Chairs are starting to fail with bowing of table tops, hardware breakage and chairs are worn and rivets are now coming out. Staff believe these tables were originally donated by the Lions Club many years ago.

Community Hall 30 X 8' tables	10,500
Community Hall Chairs (220)	19,250
Moore Room Tables 20 X 8' tables	7,000
Moore Room Chairs (100)	8,750
Table trolley x 2	900
Total	46,400

Project Funding Source	
Levy	
Reserves	
Modernization	46,400
TOTAL	46,400

Project Timelines	
2021	
2022	
2023	√
2024	

Additional Information

A.6 Library Shelving

Item	Location
Library Shelving	Library

Project Rationale

Staff have observed on a few occasion that a portion of the current shelving has bowed and is separating and is in need of replacement. The library has various types of shelving units. The units in question have already had occasional incidents that the shelving has fallen and are failing . This poses a safety risk to our patrons.

14 x 48" Shelving units	24,000
Total	24,000

Project Funding Source	
Levy	
Library Reserve	24,000
Modernization	
TOTAL	24,000

Project Timelines	
2021	
2022	
2023	√
2024	

Additional Information

A.7 Fire Station Repairs *

Item	Location
Fire Station Repairs *	Station 3 (Burnaby) & 4 (Schwoob)

Project Rationale

Station 3 has a concrete sidewalk that runs along the west side of the building to the door at the back. The concrete has cracked and spalled in several places allowing water collect and ice to form. This has resulted in the JHSC identifying this as a workplace hazard and needs to be repaired.

Repair Concrete Sidewalk - Stn 3	16,000
Water Supply Connection - Stn 4	2,000
Contingency	1,500
Total	19,500

Project Funding Source	
Levy	19,500
Reserves	
Modernization	
TOTAL	19,500

Project Timelines	
2021	
2022	
2023	√
2024	

Additional Information

B.1 Operations Fleet

Item	Location
Operations Fleet	

Project Rationale

The current tandem plow truck is a 2006 international and has over 265,000 kms and has surpassed the normal replacement cycle of 10 years. The truck is now showing the need for extensive repairs in the near future. A replacement vehicle will take approximately 2 years before delivery.

The current pick up truck we are proposing to replace is a 2013 Chev Pick up 4x4 and currently has over 362,077 kms and is scheduled for replacement. The body is starting to show wear including thinning of the floor board on the drivers side and slight rust starting to show on the body.

The Zero Turn mower will replace the current zero turn 2010 Kubota in the recreation department. The mower, linkage and engine are showing extensive wear and will need a complete overhaul soon.

Staff are proposing 3 new purchases which include the procurement of a Hot Box which will allow staff to obtain hot mix at our local supplier and perform a more permanent patch during warmer months. The Hot Box is also capable of warming cold mix and recycled asphalt during winter months which will allow the mix to become tacky for better installation.

The second purchase is a pick up truck that will be utilized in the summer months for the maintenance of the Regional beach and Municipal beach. Staff currently take a pick up truck from the road department when available and if not available they use there single pickup and on site staff will not have a vehicle to use to transport supplies or equipment for the maintenance of the parks, beaches or to pick up supplies for building maintenance.

The Landscape box would attach to our current cemetery tractor and assist with restoration of gravesites, and stone driveways and pathways.

Project Funding Source		Project Timelines	
Levy	48,540	2021	
Reserves	168,500	2022	
Debenture (FY)	400,000	2023	√
TOTAL	617,040	2024	√

Additional Information

Replacement Tandem Truck with Plow, Wing, Sander	400,000
Replacement Zero Turn Mower	29,500
New Recreation Pick Up - Reg Cab Crew 2WD	60,000
Replacement Roads Pick up 4 x 4 Crew Cab	69,000
Road Maintenance Hot Box	57,000
54" Landscape Box for Cemetery Maintenance	1,540
Total	617,040

B.2 Tree Shear for Excavator

Item	Location
Tree Shear for Excavator	Excavator

Project Rationale

The TMK 400 tree shear can cut trees up to 400mm (15.7") in diameter and allows for trees to be safely placed on the ground. The shear blade is a high quality Hardox 500 steel and the shear frame made out of Hardox 400 steel. This style tree shear can be utilized on the Drainage Excavator and additional fittings for the Roads Dept. Skid Steer.

Many municipal drains scheduled for maintenance/improvement in coming years (Consolidated South Wainfleet Drains #1/Mill Race, #4, Casey Drain) have large quantities of standing dead ash trees. Utilizing a tree shear to remove the trees and place neatly out of the work zone would be an efficient process. This attachment would streamline municipal drain and road side maintenance.

Project Funding Source		Project Timelines	
Reserves	24,650	2021	
		2022	
		2023	√
TOTAL	24,650	2024	

Additional Information

B.3 Rural Water Supply Program

Item	Location
Rural Water Supply Program	

Project Rationale

The Township does not operate a Municipal water supply and distribution system that would provide water for Fire Protection Services. Fire Underwriters Survey (FUS) and the National Fire Protection Association (NFPA) set minimum standards that should be met to provide sufficient water supply in a rural setting. Water supply locations need to be accessible and usable all year. Water supply locations can be in the form of dry hydrants on ponds, underground tanks/cisterns, or bridge culvert mounted suction points.

Project Funding Source	
Levy	10,000
TOTAL	10,000

Project Timelines	
2021	
2022	
2023	v
2024	

Additional Information

Permits	1,500
Excavation	2,500
Lining & Fill	2,000
Dry Hydrant Pipe & Hardware	4,000
Total	10,000

B.4 Fire Fleet - Light Duty

Item	Location
Fire Fleet - Light Duty	Fire Services

Project Rationale

Command Unit: The Fire Service currently operates one light duty pickup truck for the purposes of Fire Inspections, Fire Prevention and Emergency Operations including Command, Accountability, Rapid Response, Medical, etc. In 2018 the decision to NOT provide the Chief a vehicle was mutually made as a "stop gap measure" and was only meant to be a short-term cost savings option, while other Fire Services priorities were being addressed. Since that time the Fire Chief has put more than 15,000km on their personal vehicles for Township purposes. Beginning in 2019 the Fire Chief has included the new vehicle in the fleet replacement forecast, and long term financial plan, to ensure appropriate funds are allocated for future purchases with minimal impact to taxes.

In Cab Hearing Protection & Communications: Engine 3 & Engine 4 are the only two engines that have full crew seating capacities. The JHSC has identified that the noise levels inside the cabs are excessive and prohibit communications between the operator, officer and crews. Currently, only the operator has a headset that acts as both hearing protection and hand free radio communication operations. The intent of this project is to provide hearing protection and communications for all occupants of the Engines.

Fleet Safety Systems (Cameras, AVLs, MDTs): Cameras - As with passenger vehicles, most new apparatus come standard with review cameras. This is not only a safety concern but also an operational issue, given that WFES operates a volunteer staffing model resulting in some apparatus only having an operator with no additional personnel. Additionally, as part of our risk reduction program forward facing dash cameras can be used for training, evidence and defence purposes. Utilizing the same system as public works, these two camera systems can be linked via a cloud based Automatic Vehicle Locator (AVL), which also provides a host of vehicle data that can be used to limit liability to the township. St. Catharines Dispatch is currently working through the change over to a new CAD (computer aided dispatch) system. The new CAD has the capability to transfer CAD data in real time to the onboard tablets in the apparatus. Similar to EMS, the AVL system can also upload vehicle location to CAD to ensure that the closest truck is dispatched to an incident. The MDT licence is a one-time purchase.

Utility/Squad Unit - Snow Plow: Public works has informed the Fire Service that winter control/ snow removal activities will only occur after all roads have been fully cleared and after the Townhall, Library and Arena have been cleared. This has resulted in instances where the Fire Stations were not accessible and the station had to be removed from service ultimately placing the community at risk. Additionally, the Township has been impacted by snow squall/winter storm events that result in roadways not being passable. As in many other municipalities, the fire services provide emergency response with a plow unit for both EMS and Police as well as fire responses during these weather events. This utility will be used for several operations including training, emergency scene operations, facility maintenance and general support.

Project Funding Source	
Levy	25,000
Fire Reserve	105,000
Modernization	15,000
TOTAL	145,000

Project Timelines	
2021	
2022	
2023	√
2024	

Additional Information

New Fire/Command SUV Light Duty Pick Up	105,000
In Vehicle Hearing Protection Communications	10,000
Fleet Safety Systems (Camera, MDT's AVL) 9 Apparatus	15,000
Snow Plow - Squad 2	15,000
Total	145,000

B.5 Fire Fleet - Apparatus - DEFERRED

Item	Location
Fire Fleet - Apparatus - DEFERRED	

Project Rationale

Engine: Engine 2 is a 1999 International 4900 two door/ two seat, 1250gpm top mount pumper, currently stationed at Station 2. Engine 1 is a 2003 Pierce Kenworth 2door 750gpm wildland interface pumper. Fire Underwriters (Insurance Grading) has recently revised and lowered the Township's fire protection grading due to these two trucks and Stations not meeting min. standards. This can be corrected once the new station is complete. Central Station will house the Rescue truck, meaning that the station would not require a "Rescue/Engine". This allows Engine 4 (2018 International) to be moved to Central, placing a recognized pump at that station. At that point Engine 2 can either be removed from service or placed in reserve. (currently no reserve in the fleet). Station 4 being smaller and not having a "Rescue/Engine" and the need to fit in the existing station, the apparatus must meet the following criteria: Max. Length: 30", Max. Height: 10'4" , Max Wheelbase: 190" , Min. Tank Cap. 1000 Gallon, Min. Pump 1250GPM , Combination Rescue/Pump Body, Cab with Seating for 5-6. Staff have actively looked for stock units that would meet these requirements and have determined that ordering a truck from a supplier will yield the best results. Current delivery times estimated to be approximately 14-18 months for new apparatus, which is why staff would like the approval to order the truck in 2023 with the intent to receive and pay for the truck in 2024. The Township has utilized "Canoe Procurement Group" for the purchasing of various goods and services. Staff intend to use Canoe for the purchase of the Engine as the RFP and contract pricing has already been completed through competitive bid and joint purchasing processes. Staff have spoken with several suppliers and have received initial budgetary estimates of \$850,000 for a new rescue pumper type apparatus. Staff will continue to investigate alternative options, but would like the budget approval to continue further discussions with suppliers. Staff will return to Council once a final selection has been made with approval to order the apparatus.

Project Funding Source	
Debenture (FY)	850,000
TOTAL	850,000

Project Timelines	
2021	
2022	
2023	√
2024	√

Additional Information

B.6 Radio System Phase 2

Item	Location
Radio System Phase 2	Fire

Project Rationale

As part of the plan to return to interior firefighting, the need for clear and reliable communications has been identified as a Health & Safety requirement. In 2018 a P25 regional radio system was discussed, however, the final estimate and resulting long term subscription fees, made the system unaffordable and not sustainable. A review of the options revealed that previous upgrades made to the current network operated by WFES would serve as a starting point for further upgrades. The long term plan would be a staged overhaul of the current repeater, with the future addition of multiple simulcast sites. The short term needs would involve a complete overhaul and replacement of the aging hardware currently in use. Currently WFES operates 3-4 different types of portable radios ranging in age from 5-15 years old. This older technology does not provide for Clear and Reliable communication, as well as limited battery life and shortened talking range. Newer radios utilizing Dual Analogue/Digital technologies would allow WFES to increase radio use and efficiency while reducing the overall long term operational costs associated with the Regional system.

Project Funding Source	
Modernization	40,000
TOTAL	40,000

Project Timelines	
2021	
2022	
2023	v
2024	

Additional Information

Hardware Upgrades - Repeater	25,000
Hardware Upgrades - Cabling	5,000
Hardware Upgrades - Antenna	2,500
Hardware Upgrades - Dispatch IP Outpost	2,500
Installation & Programming	5,000
TOTAL	40,000

C.1 Road Resurfacing Program *

Item	Location
Road Resurfacing Program *	Various Locations

Project Rationale

Under the current ten year Capital Improvement plan the following roads were listed for immediate improvement: Gents Road, Marr Road, Beach Road East, Hill Avenue, Bellevue Beach Road, Napoleon, Church and Lee. All other roads from the Original 2017 report listed under Immediate have been completed. Lee, Church and Napoleon were ranked high on the list originally due to the location of the school and need to be re-evaluated once the new school is completed on Sugarloaf Street and the existing property site is developed in future. The Remaining roads on the list ranked the highest under the improvement plan for 1-10 years based on the older 2017 report.

Project Funding Source	
Levy	58,437
Debenture *	1,258,740
CCBF	210,875
OCIF	110,913
TOTAL	1,638,965

Project Timelines	
2021	
2022	
2023	√
2024	√
2025	

Additional Information

Bellevue Beach Road/ Beach Road East	1,638,965
Gents Road	
Total	1,638,965

* Initial proposal is to debenture, which would require the first repayment the year following completion of the project, other funding sources will be considered prior to debenture.

C.2 Feeder Rd- Drain 13 Improvement

Item	Location
Feeder Rd- Drain 13 Improvement	Feeder Road East

Project Rationale

The 55m long 2.5mx2.5m wide culvert under Feeder Road East/Clarendon Road East and the Feeder Canal for the Consolidated South Wainfleet Drain #13 requires replacement and improvement. Through Resolution 276-2021 Spriet Associates Engineering was appointed under the Drainage Act in December 2022 to undertake the project. Engineering costs to initiate the design of the culvert started in 2022 with future capital construction costs preliminarily estimated at \$1 Million, this \$50,000 is a request to contribute to the Capital Roads Reserve to start to save for this project.

Project Funding Source	
Levy txer to Reserve	50,000
TOTAL	50,000

Project Timelines	
2021	
2022	√
2023	√
2024	

Additional Information

C.3 Bridge Repairs

Item	Location
Bridge Repairs	

Project Rationale

The Pearson Lincoln Bridge is a shared bridge with the Township of West Lincoln. The bridge repair went out for tender in 2019 and was realized that the tender pricing was well above the anticipated budgets for both municipalities. It was decided to forgo the project until funds are available for both to perform the needed repairs to the bridge. The Township of West Lincoln has included this project in their capital approved budget for 2022 and the Township of Wainfleet payment portion is \$625,000 to complete the repairs. The bridge report has listed the repairs as Priority of NOW for work on this bridge. The Buliung and Misener Road Bridges have been recently Rehabilitated and Waterproofed and require minor repairs that will include the removal of the concrete formwork.

Project Funding Source	
Infrastructure Levy	625,000
Levy	10,000
TOTAL	635,000

Project Timelines	
2021	
2022	√
2023	√
2024	

Additional Information

C.4 Road Closure Trailers

Item	Location
Road Closure Trailers	As Needed

Project Rationale

Staff are having difficulty with securing Road closure material during our extreme weather events. Barricades with sand bags and Barrels with additional support bases are difficult to see during the evening as well as they are getting blown around during high wind events. The Road Closure Trailers provide support legs and additional visibility at night to try and secure the safety of the motoring public to avoid further incidents.

Project Funding Source	
Levy	
Reserves	15,415
TOTAL	15,415

Project Timelines	
2021	
2022	
2023	v
2024	

Additional Information

C.5 Large Culverts & Drain Works

Item	Location
Large Culverts & Drain Works	Various Locations

Project Rationale

The Township owns and maintains numerous large culverts, many of which are old and require ongoing maintenance activities to ensure storm water management and drainage. The pipe culvert at Golf Course and Lakeshore Road requires replacement in 2023. Township is actively updating and improving existing municipal drain engineers reports: The Biederman Drain Section 78 Improvement project was initiated by the City of Port Colborne in 2019, following extensive public consultation and design the drain is scheduled for reconstruction in 2023 including Township culverts at Lot 3/4, Lot 5/6, Barrick. This capital cost is being carried forward from 2022.

The Ellsworth Drain Section 78 Improvement project was initiated through Council Resolution C-205-2019, appointing RJ Burnside to update and improve the drain. Final stages of public consultation and then construction are planned for 2023 on Township roads including Hendershot, Zion and Smith. \$70,000 is being carried forward from 2022 with an additional \$90,000 proposed for 2023 to replace the road crossing on Zion Road as recommended in the Ellis Bridge Report (PWSR-009/2022).

CSW Drain 10 in the area of Sideroad 20 was initiated through Council Resolution C-119-2021, Spriet Associates were appointed to undertake the improvement of CSW 10 in the area of Sideroad 20. Engineering costs for the project were committed through Resolution C-119-2021.

Project Funding Source	
Levy	128,000
Reserves	508,100
TOTAL	636,100

Project Timelines	
2021	
2022	√
2023	√
2024	√

Additional Information

Golf Course & Lakeshore Road	53,000
Biederman Drain Works Section 78: Lot 3/4, Lot 5/6, Barrick Road	75,000
Ellsworth Drain Works Section 78: Hendershot, Zion, Smith Road	165,000
CSW 10 Drain Works Section 78: Enclosure and Improvement	343,100
Total	636,100

C.6 Harbourview Storm Engineering

Item	Location
Harbourview Storm Engineering	Harbourview

Project Rationale

Staff have investigated requests for service due to flooding and ponding within the Township right of way during heavy rain events and freezing in winter months. Staff have identified a few areas of ponding on the roadway as well as flooded areas. In review of Harbourview it was determined that the roadway does not have a formalized storm system and relies on water infiltrating through the ground surface. Previous attempts were made for minor improvements that have provided a temporary solution but was not designed for the entire road system. The project will entail the design of a proper storm system to collect the water from the road and outlet to a legal formalized outlet.

Project Funding Source	
Infrastructure Levy	55,000
TOTAL	55,000

Project Timelines	
2021	
2022	
2023	v
2024	

Additional Information

D.1 Recreation Complex

Item	Location
Recreation Complex	Recreation Compound

Project Rationale

The Recreation Complex is a large scale multi year project that received a financial grant through the Recreation stream under the ICIP program. It will include installation of field drainage tile approximately 16 acres of sports fields, improvements to lane way and parking lot drainage, installation of a walking trail and pavilion, and renovation of the tennis courts, washrooms, upgraded ball diamond lighting and fencing. Currently engineers are engaged in the design of the drainage component which Council approved in PWSR-021/2021. Additional engineering is being performed for the upgrades required for the washroom facilities to comply with the Accessibility for Ontarians with Disabilities Act. Staff have also been working with firms for the design and electrical improvements required for the ball diamonds. As this is a multi year program staff will be initiating phases of the project with the anticipation of beginning the drainage improvements this fall after the festivals are completed, and then phasing in the remainder of the improvements in subsequent years.

Project Funding Source	
Levy	105,888
Grant	291,143
Rec Reserve	
TOTAL	397,031

Project Timelines	
2022	√
2023	√
2024	√
2025	√

Additional Information

Funding Split		
Federal	40.00%	635,250
Provincial	33.33%	529,322
Municipal	26.67%	423,553
Total		1,588,125

Wainfleets Financial Commitment	
2021	42,355
2022	63,533
2023	105,888
2024	105,888
2025	105,888
Total	423,553

D.2 Municipal Banner Program

Item	Location
Municipal Banner Program	Village

Project Rationale

As council is aware the Seasonal winter banner were installed last year and staff are organizing a competition with the schools and local artists for the design and installation of the Summer seasonal banners. Staff will be presenting the entries to Council for approval prior to printing.

Project Funding Source	
Rec Reserve	7,000
TOTAL	7,000

Project Timelines	
2021	
2022	√
2023	√
2024	

Additional Information

D.3 Tree Planting Program

Item	Location
Tree Planting Program	Recreation Complex

Project Rationale

The newly created tree planting program will allow residents to apply for planting of trees on their property to replenish the tree canopy that has been devastated due to tree disease such as the Dutch Elm Disease, and the Emerald Ash Borer. The program will involve the solicitation from residents to apply for a tree or several trees to be planted on their property and the program will provide for the cost of the seedlings and guidelines and instructions for planting. Staff have been struggling as well with the devastation of the municipal trees over several years and feel it is best (in our rural setting) to allow the trees to be planted on private property instead of the municipal right of way. Staff will be considering several municipal properties to be included in the program such as the Sports complex and some of our cemeteries. Staff are currently working with the NPCA and area municipalities to implement a 2 Billion Trees Initiative Program throughout the Niagara Region. Currently staff are participating in a capacity building grant with the NPCA and area municipalities. Since the inception of the program in 2021, approximately 30 million trees have been planted. Staff are recommending that residents that are interested in reforestation of the lands may reach out to the Manager of Operation to participate in the program.

Project Funding Source	
Tree Reserve	30,000
TOTAL	30,000

Project Timelines	
2021	
2022	√
2023	√
2024	

Additional Information

E.1 IT Replacement Program

Item	Location
IT Replacement Program	Corporate

Project Rationale

The IT Replacement Program allows the municipality to maintain and upgrade as required for daily used technology pieces including computers, monitors, tablets, cellular devices, servers, and surveillance.

Replacement Workstations (Finance/Clerks -1/Planning-1), Stone Orchard Migration to New Server

Win Fuel (fuel control)

MS Exchange Licenses

Network Switches

Cell phones replacements

Miscellaneous (mouse, keyboards, wiring)

LAN Parts (cabling, transceivers)

Storage space

Surveillance (maintenance)

WIFI

UPS battery Replacements

Streaming maintenance (council etc.)

Consulting

Project Funding Source	
Levy	65,790
TOTAL	65,790

Project Timelines	
2021	
2022	
2023	√
2024	

Additional Information

E.2 Software & Hardware Upgrade

Item	Location
Software & Hardware Upgrade	Public works

Project Rationale

Along with several local municipalities, Niagara Region has been trialing the SoilFlo soil tracking application over the last year and a half. The trial was found to be a success for tracking excess soil leaving a construction site, and therefore, we are currently negotiating a multi-year license (three years) for access to the SoilFlo soil tracking application. The license will provide NR staff, Local Municipal staff, and our QPs to have access to the application. The cost of the license for each municipality will be approximately \$2,000 (plus non-recoverable HST), but may be adjusted based on the final number of local municipalities that are part of the license.

With the new requirements, under O.Reg 406/19, coming into effect in January, The Tablet will be used by staff to log the culvert inventory and allow staff to also track the data needed to be collected for the soil management program as well as future uses with road patrol software to reduce the amount of paper documentation.

Project Funding Source	
Modernization	20,500
TOTAL	20,500

Project Timelines	
2021	
2022	
2023	v
2024	

Additional Information

Soil Flo Licensing	2,500
Tablet	2,000
Stone Orchard Mapping Module	14,000
Stone Orchard Financial Module	2,000
Total	20,500

F.1 Fire Equipment

Item	Location
Fire Equipment	Various Stations

Project Rationale

As part of the Asset review and long term planning for the replacement of Equipment, an inventory was taken of all assets currently being operated by the Fire Service. A service life was placed on the assets following the Tangible Capital Assets policy, and an "Annual Capital Equipment" replacement budget was developed. The 2019 budget began the phase in of the program, with 2023 continuing the annual program.

Project Funding Source	
Levy	50,000
TOTAL	50,000

Project Timelines	
2021	
2022	
2023	v
2024	

Additional Information

EQUIPMENT					
Description	Qty	Value	Extended	Estimated Service Life	Annual Costs
Master Stream	4	6,600	26,400	20	1,320
T.I.C.	7	6,000	42,000	15	2,800
Portable pumps	4	10,000	40,000	15	2,667
AED	6	4,000	24,000	10	2,400
Medical Bags	6	1,500	9,000	10	900
Vent/Rescue Saws	4	1,200	4,800	15	320
Chainsaws	4	1,200	4,800	15	320
Vent Fans	4	8,500	34,000	15	2,267
Generators	5	2,200	11,000	15	733
Heavy Hydraulics	2	75,000	150,000	15	10,000
Extrication Equipment	4	20,000	80,000	15	5,333
Extension Ladders	6	1,500	9,000	20	450
Attic Ladders	4	750	3,000	20	150
Roof Ladders	4	1,000	4,000	20	200
Nozzles	20	1,200	24,000	20	1,200
Gas Meters	5	1,800	9,000	10	900
1 3/4" x 50' Hose	60	350	21,000	20	1,050
2" x 50' Hose	16	400	6,400	20	320
2 1/2" x 50' Hose	40	450	18,000	20	900
2 1/2" x 100' Hose	20	800	16,000	20	800
4" x 100' Hose	80	1,200	96,000	20	4,800
Wildfire Hose	60	200	12,000	20	600
Supression Appliances	20	1,500	30,000	20	1,500
Computers	9	3,000	27,000	10	2,700
LDH Appliances	12	4,500	54,000	20	2,700
Mobile Data Terminals	10	1,500	15,000	10	1,500
Foam Eductor Kits	4	2,500	10,000	20	500
Rescue Equipment - Harnesses	8	500	4,000	10	400
Rescue Equipment - Ropes	4	1,000	4,000	10	400
			788,400	16	48,646
			Total Estimated Equipment Value	Average Estimated Service Life	Annual Estimated Equipment Requirements

2023 Priorities			
Description	Qty	Value	Extended
Portable Monitor	1	6,800	6,800
Vent Fan	1	8,500	8,500
Fire Attack Ext. Packs	2	2,500	5,000
35' Ladder	1	1,500	1,500
Thermal Imaging Camera	2	4,000	8,000
MPD	1	1,500	1,500
Rapid Intervention Team Rope/Bag	2	1,600	3,200
Large Diameter Hose Appliances	4	2,500	10,000
Portable Scene Lighting	1	1,000	1,000
Wildland Packs	3	1,000	3,000
Inflation Contingency			1,500
			50,000

F.2 Fire PPE

Item	Location
Fire PPE	Various Locations

Project Rationale

As part of the Asset review and long term planning for the replacement of Personal Protective Equipment, an inventory was taken of all assets currently being operated by the Fire Service. A service life of 10 Years was placed on the assets following the Ministry of Labour and NFPA Standards, and an "Annual PPE" replacement budget was developed. The 2019 budget included \$53,600.00 as an initial phase in of the program. 2023 is a continuation of the annual program and reflects the stabilization as planned. As previously noted, any additional hires will require an adjustment to the annual program.

Project Funding Source	
Levy	48,000
TOTAL	48,000

Project Timelines	
2021	
2022	
2023	√
2024	

Additional Information

F.1.1 Personal Protective Equipment - Bunker Gear - Support**Gear Replacement Schedule**

Responder Age Range Years	18-60	Probationary & Spare Pool	Auxiliary 60+	New Staff Annualization	Annual PPE Replacement Costs
# of Responders	60	60	2	4	

Structural PPE

Total PPE Assets (Structural)	\$ 156,000.00	\$ 156,000.00		\$ 10,400.00	\$ 322,400.00
Replacement Schedule (Years)	10	10			
# of PPE Sets Per Year	5	5		2	
Annual Capital (Structural)	\$ 13,000.00	\$ 13,000.00	\$ -	\$ 5,200.00	\$ 31,200.0

Dual Cert. PPE

Total PPE Assets (Dual Cert)	\$ 84,000.00		\$ 2,800.00		\$ 86,800.00
Replacement Schedule (Years)	5		5		
# of PPE Sets Per Year	11		1		
Annual Capital (Dual Cert.)	\$ 15,400.00	\$ -	\$ 1,400.00	\$ -	\$ 16,800.0

Annual Capital (TOTAL)					\$48,000.0
Annual Operational	\$17,172.00	\$17,172.00	\$1,210.00		\$35,554.00
# of PPE Sets Per Year	6	6	1.0		\$83,554.00

Capital	\$ 4,000.00	\$ 4,000.00	\$ 1,400.00
Operational	\$ 2,862.00	\$ 2,862.00	\$ 1,210.00
Total Costs of PPE	\$ 6,862.00	\$ 5,702.00	\$ 1,510.00
Bunker Gear (Structural)	2,600	2,600	-
Dual Cert. PPE	1,400	1,400	1,400
Facepiece	450	450	-
Facepiece Bag	42	42	
Bunker boots	400	400	-
Helmet	450	450	
Gloves & Hood	250	250	
Hardhat	50	50	50
Work gloves	35	35	35
Eye Protection	25	25	25
Work Boots (\$150/2 Years)	750	750	750
Hi- Visibilty Parka & Vests	350	350	350
Gear Bag	60	60	

Station Wear	\$ 150.00
--------------	-----------

**TOWNSHIP OF WAINFLEET
2023
BUDGETED RESERVE AND RESERVE FUNDS**

	Balance December 31, 2020	2021 Income	2021 Expenditure	Balance December 31, 2021	2022 Income	2022 Expenditure	Balance December 31, 2022 (Unaudited)	2023 Income	2023 Expenditure	Balance December 31, 2023
Reserve										
Working Funds	800,000			800,000			800,000			800,000
Municipal Modernization	546,219		150,000	396,219		46,219	350,000		168,119	181,881
Rate Stabilization	-			-	1,534,856		1,534,856			1,534,856
Insurance	134,958			134,958			134,958			134,958
Infrastructure Levy	1,863,337	976,951	367,939	2,472,349	1,117,873	1,310,490	2,279,732	1,273,885	1,203,515	2,350,102
Excavator	10,468	10,468		20,936	10,468		31,404			31,404
Public Works (Equipment)	549,888	74,999	143,990	480,897	74,999	178,000	377,896	75,000	193,150	259,746
Public Works (Winter Control)	150,000			150,000			150,000			150,000
Emergency Reserve	100,000			100,000			100,000			100,000
Building Permit	72,433			72,433			72,433			72,433
Septic	-			-			-			-
Fire	90,813	110,000	90,560	110,253	116,937	85,000	142,190	110,000	105,000	147,190
Fire Points	87,797		2,611	85,186			85,186			85,186
Fire Donations Specific Purposes	3,936			3,936			3,936			3,936
Library	68,881	97,307	5,415	160,773			160,773		24,000	136,773
Library Donations Reserve	4,308			4,308			4,308			4,308
Election	11,432	5,000		16,432	11,000	27,432	0	12,500		12,500
Cemetery	-			-			-			-
Capital Roads	-			-			-			-
Planning	100,000			100,000	25,000		125,000	25,000		150,000
General Reserve	434,980			434,980			434,980		148,781	286,199
Recreation Reserve	43,500	59,856		103,356		46,356	57,000		7,000	50,000
Capital WIP	36,590			36,590			36,590			36,590
Tree Reserve	639,972		70,371	569,601			569,601		30,000	539,601
Airport	1,134			1,134			1,134			1,134
Total Reserves	5,935,645	1,334,581	990,886	6,254,340	2,891,133	1,693,497	7,451,976	1,496,385	1,879,565	7,068,796
Reserve Funds (Deferred Revenue)										
Development Charges (All Funds)	368,706	203,601	55,000	517,307	91,395	6,000	602,702			602,702
Gas Tax Funding	343,699	396,363	193,203	546,859	202,089	748,948	-	210,875	210,875	-
Parkland	41,128			41,128			41,128			41,128
Total Reserve Funds	753,532	599,964	248,203	1,105,293	293,484	754,948	643,829	210,875	210,875	643,829
Total Reserves and Reserve Funds	6,689,177	1,934,545	1,239,089	7,359,633	3,184,617	2,448,445	8,095,805	1,707,260	2,090,440	7,712,625

**ITEMS REMOVED DURING STAFF REVIEW
TO BE CONSIDERED IN FUTURE YEARS BUDGET DELIBERATIONS**

Item	Project Title	Total
X.1	Arena Fire Pond Fencing*	35,000
X.2	Municipal Facilities Rehabilitation*	57,000
X.3	Fire Station Repairs*	100,500
X.4	Fire Services Training & Storage Facilities	165,000
Total Capital Requests - Facilities & Buildings		357,500
X.5	Road Resurfacing Program *	1,159,552
Total Capital Requests - Roads & Bridges		1,159,552
X.6	Columbarium	160,000
Total Capital Requests - Parks & Recreation		160,000
Total Capital Requests		1,677,052

* Items appear in part in the proposed capital project sheet

X.1 Arena Fire Pond Fencing*

Item	Location
Arena Fire Pond Fencing*	Arena

Project Rationale

The project will entail replacement of the fencing at the fire pond located at the Wainfleet Arena. The fencing is currently deteriorating and in need of replacement. The fire pond is our essential source of water for fire protection of all Township buildings in our complex and as such requires the need for safety protection from pedestrians. Staff have been mending the fence for a few years now and it is in need of replacement. The total Project cost is estimated to be \$45,000 to replace the existing fence and add gates for vehicles and personnel to access the pond. \$10,000 has been left in the project to add a gate, and staff will continue to repair the fence as needed for the coming year.

Total Project Cost	
Removed	35,000
TOTAL	35,000

Project Timelines	
2021	
2022	
2023	
2024	

Additional Information

X.2 Municipal Facilities Rehabilitation*

Item	Location
Municipal Facilities Rehabilitation*	Multiple Locations

Project Rationale

The Pavillion has seen a large increase including the Marshville Heritage, Fall Fair, Summer Market, Christmas Market as well as a picnic area. The original facility was designed for the Annual Cattle Show, the Fall Fair and Marshville Festival - which anticipated infrequent usage. The demand has increased and staff have considered improvements including the installation of eavestrough to assist in the water drainage collection and disposal as well as improvements to the lighting and doors. Staff are considering a phased in approach to the upgrades. Staff are recommending that we plan to install eavestroughs which will be connected to the laneway drainage improvement project and lighting in 2022 and apply for a grant for the improvements to the doors. The doors are a homemade foldable door that are currently in need of repairs. There are 37 overhead doors to be replaced throughout the building and will additionally require framing to accommodate the installation of the overhead doors. The public works entry door is rusted and rotting, and needs to be replaced, consideration is being given to a rear equipment gate as well, but has been deferred so staff can monitor traffic volumes once the school construction is complete. The sidewalk around Townhall connecting to the rear staff entrance was required to be removed during the waterproofing project in 2022, this needs to be replaced but staff will grade the walkway for safety and defer the project until 2024.

Total Project Cost	
Removed	87,000
TOTAL	87,000

Project Timelines	
2021	
2022	
2023	
2024	

Additional Information

Removed Projects	
Townhall Sidewalk Replacement	30,000
Community Hall - Duct Enclosure	8,000
Pavilion Upgrades	11,500
Public Works Front Entry Door	7,500
Public Works Rear Equipment Gate	30,000
Total	87,000

X.3 Fire Station Repairs*

Item	Location
Fire Station Repairs*	Burnaby & Schwoob
Project Rationale	

Station 3 - The bare concrete floors at the station are at a point where they need repair due to some cracking, spalling & pitting. Repairs can be made but require to be sealed in a high build top coat to ensure longevity. This will also provide a slip resistant and visible contrast for apparatus positioning and safety zones. The station does not provide sufficient space for apparatus and vehicle inspections, cleaning or maintenance. This forces personnel to conduct these duties out in the parking lot. This creates additional issues when attempting to wash equipment on the gravel, ultimately tracking dirt and mud onto the equipment and into the station. Asphalt surfaces will correct this issue, and also allow for safer and more efficient personnel vehicle placement.

Station 4 - The bare concrete floors at the station are at a point where they need repair due to some cracking, spalling & pitting. Repairs can be made but require to be sealed in a high build top coat to ensure longevity. This will also provide a slip resistant and visible contrast for apparatus positioning and safety zones. The station does not provide sufficient space for apparatus and vehicle inspections, cleaning or maintenance. This forces personnel to conduct these duties out in the parking lot. This creates additional issues when attempting to wash equipment on the gravel, ultimately tracking dirt and mud onto the equipment and into the station. Asphalt surfaces will correct this issue, and also allow for safer and more efficient personnel vehicle placement.

Total Project Cost	
Station 3 (Burnaby)	50,250
Station 4 (Schwoob)	50,250
TOTAL	100,500

Project Timelines	
2021	
2022	
2023	

Additional Information

Station 1- Winger	
Grind, repair & coat floor	18,000
Ashpalt parking lot	30,000
Contingency	2,250
Total	50,250

Station 2- Wainfleet	
Grind, repair & coat floor	18,000
Ashpalt parking lot	30,000
Contingency	2,250
Total	50,250

X.4 Fire Services Training & Storage Facilities

Item	Location
Fire Services Training & Storage Facilities	Central Station

Project Rationale

Firefighter Training- Staff have identified and previously reported that the fire service requires a dedicated location and facilities for the ongoing training of WFES firefighters. The fire service has utilized a private dwelling for several years and following a workplace inspection has deemed the structure unfit for continued use. The fire service has also used the small house and has constructed firefighter training props inside the barn on the site of the central fire station. The house will need to be demolished for the construction to occur. The original project plan was to renovate the barn to provide space for both storage and training space. In addition to regular weekly training, annual recruit training program and annual specialty programs the Province has announced that the certification of all firefighters will be mandatory. This further reinforces the need for a centrally located, year round and safe training facility. The design of this resource should provide for the training of SCBA confidence, firefighter survival, search and rescue, fire attack and roof operations. Staff have identified the use of shipping containers in conjunction with engineered and manufactured props as a starting point for this area. In speaking with Planning Staff, an Official Plan Amendment & Zoning Bylaw Amendment will be required to reassign the remnant property to the west of the central fire station from Agricultural to Institutional. Until that occurs WFES cannot develop that portion of land, resulting in the deferral of the training grounds project.

Health & Wellness - NFPA 1500, 1580 & 1583 set the standards for Firefighter Health & Wellness Programs. The purpose of these programs are to improve overall health, reduce long term costs and includes physical fitness, stress management and mental health. Cardiac events continue to be one of the leading causes of firefighter workplace deaths. Additionally, Musculoskeletal injuries through over exertion results in many lost time claims. As part of the Central Fire Station project, a Health & Wellness room was included. Fitness equipment was not included in the original budget for the fire station project, but should be considered, once the station is operational. The WVFFA has created a Health & Wellness committee that has developed a layout and list of equipment that would meet the needs of our fire personnel. WFES currently has several members that travel out of the municipality to conduct regular strength & fitness training.

Total Project Cost	
Removed	165,000
TOTAL	165,000

Project Timelines	
2021	
2022	
2023	
2024	

Additional Information

Removed Projects	
Training Facility & Equipment	140,000
Health & Wellness Training Equipment	25,000
Total	165,000

X.5 Road Resurfacing Program *

Item	Location
Road Resurfacing Program *	Various Locations

Project Rationale

Under the current ten year Capital Improvement plan the following roads were listed for immediate improvement: Gents Road, Marr Road, Beach Road East, Hill Avenue, Bellevue Beach Road, Napoleon, Church and Lee. All other roads from the Original 2017 report listed under Immediate have been completed. Lee, Church and Napoleon were ranked high on the list originally due to the location of the school and need to be re-evaluated once the new school is completed on Sugarloaf Street and the existing property site is developed in future. The Remaining roads on the list ranked the highest under the improvement plan for 1-10 years based on the older 2017 report.

Total Project Cost	
Removed	1,159,552
TOTAL	1,159,552

Project Timelines	
2021	
2022	
2023	
2024	

Additional Information

Removed Projects	
Marr Road	295,500
Graybiel Road	129,150
Ellsworth Road N	121,790
Elizabeth Street	92,270
Park Street	147,750
Lee, Church Napoleon	373,092
Total	1,159,552

X.6 Columbarium

Item	Location
Columbarium	Oakwood Cemetery

Project Rationale

The Township presently operates one columbarium located at Oakwood Cemetery. The columbarium contains 72 niches offered for the urnment of cremated remains to the public. There are currently 12 niches remaining available for sale to the public. Staff have reviewed the trends in the industry and have found that over 50 percent of the population are choosing to be cremated rather than participate in a full burial. Members of the industry attribute this to the costs associated with a full internment. Staff have identified this the past few years as an upcoming need, however believe that it can be postponed another year since there are still 12 niches remaining in the existing columbarium.

Total Project Cost	
Removed	160,000
TOTAL	160,000

Project Timelines	
2021	
2022	
2023	
2024	

Additional Information

BUILDING STAFF REPORT

BSR-001/2023

TO: Mayor Grant & Members of Council

FROM: Benjamin Hopkins, Chief Building Official

DATE OF MEETING: February 7, 2023

SUBJECT: Summary of 2022 Building Activity within the Township of Wainfleet

RECOMMENDATION(S):

THAT Building Staff Report BSR-001/2023 respecting Summary of 2022 Building Activity within the Township of Wainfleet be received for information.

EXECUTIVE SUMMARY:

This is the summary report of building activity within the Township of Wainfleet for 2022. Of the 149 permits that were issued in 2022 they consisted of 17 Single Detached Dwellings, 31 Septic Permits, 81 Residential Permits, 18 Agricultural Permits, 1 Elementary and Daycare Permit, 1 Personal Services/Industrial.

Of the 17 Single Detached Dwelling Permits that were issued in 2022, 6 were built in coordination with a demolition of an existing house. 11 permits were issued for new dwellings that were built on a vacant lot.

In addition to the typical tasks required of the Building Department, the Building Division took on a new initiative to focus on closing longstanding open building permits. 94 permits, that were dated 2020 and older were closed, finalized or filed into storage. By closing these files, staff were able to return \$24,849.99 in deposits back to permit holders.

BACKGROUND:

Table 1, contained in "Appendix A", shows a detailed breakdown of the permit activity by month for 2022. The overall estimated value of construction was just over \$49.4 Million as well as the building permit fees received totalled \$314,345.15 for 2022. This remains higher than the totals from 2021 due to the submission of the new joint elementary school application on Sugarloaf Street.

Chart 1 below indicates the breakdown of permits issued by month for all 149 Building Permits that were issued in 2022.

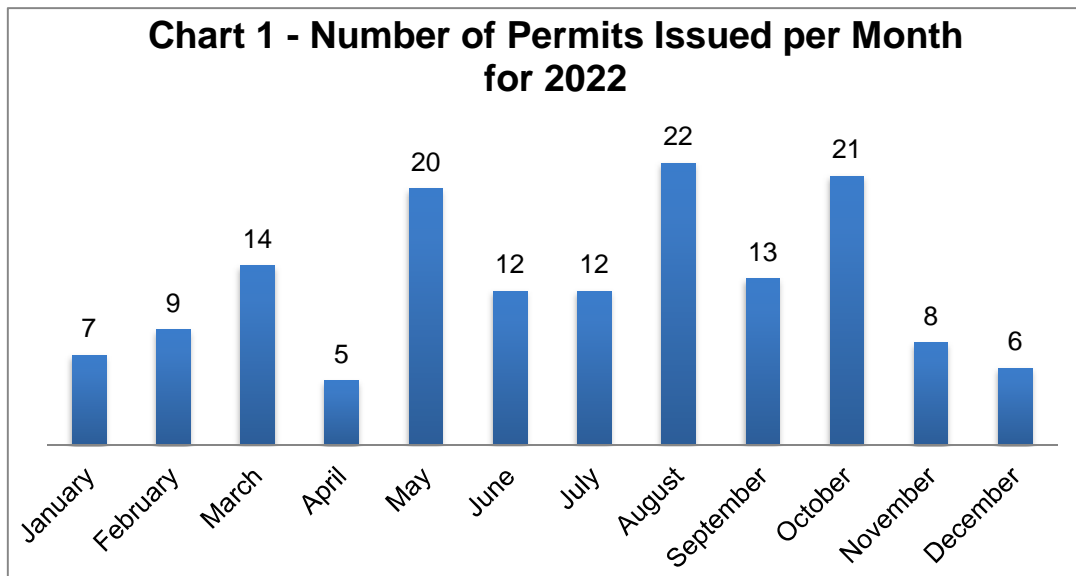


Chart 2 below indicates 2022 Permit Types by sector.

Residential Permits including renovations, additions, alterations, demolitions, septic and new houses, were the most common construction projects accounting for 86% of the total number of permits. Agricultural Permits consisting of new farm buildings and additions accounted for 12%, with Personal Services/Industrial and Institutional Permits accounting for 2% of the total permits issued.

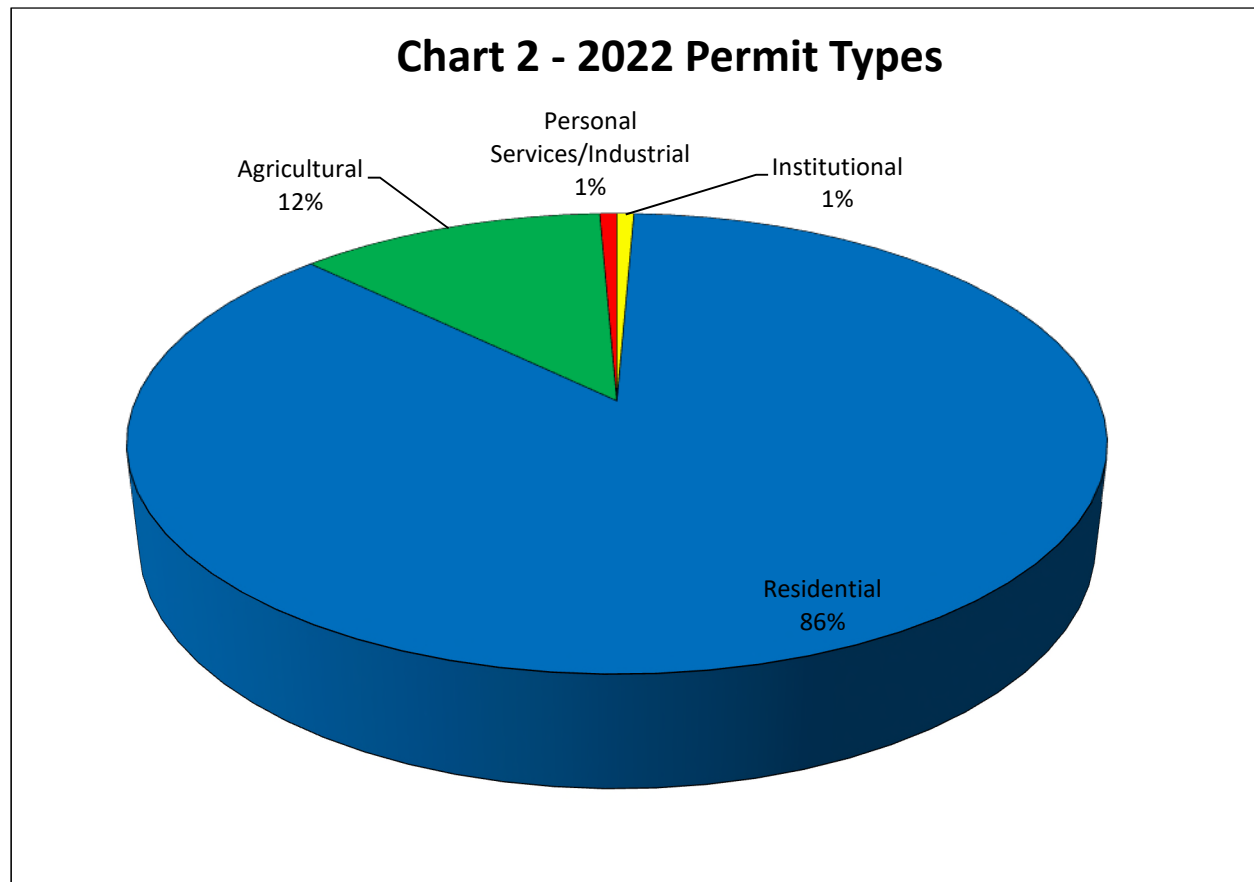


Chart 3 below highlights the number of permits issued by year over the last 10 years. In 2022, 149 permits were issued which is in line with the above 10-year average of 156 permits (Table 2 in “Appendix B”).

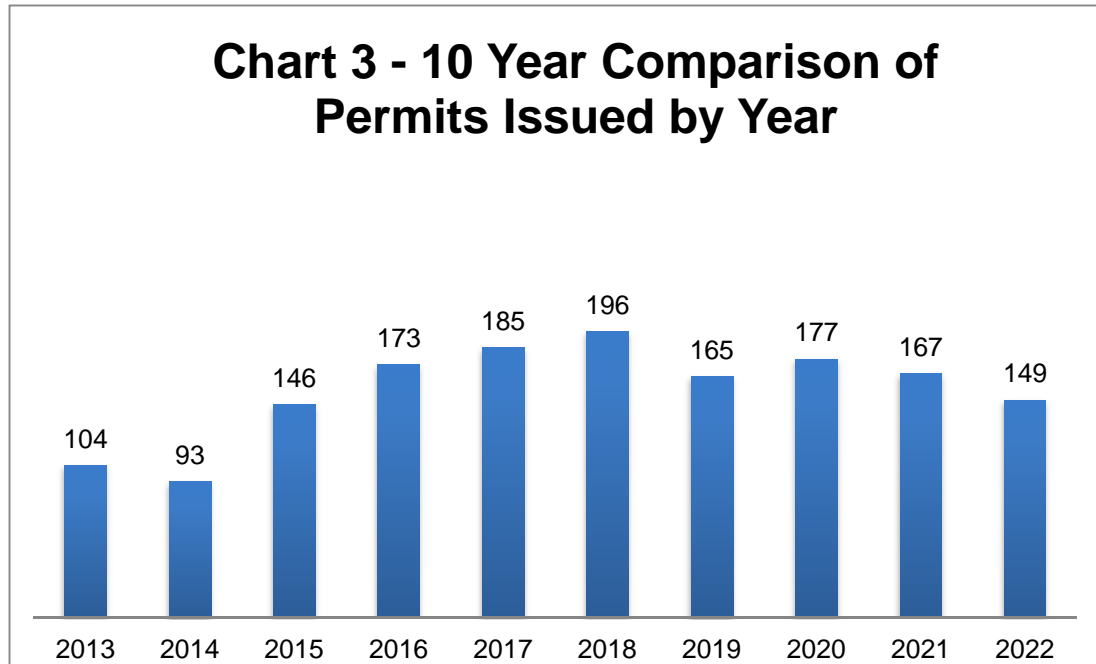


Chart 4 shows the 10-year comparison of New Dwelling Permits. On average, there were 19 Dwelling Permits issued per year over the last 10 years. 2022 remains in line with the above average, at 17 Dwelling Permits.

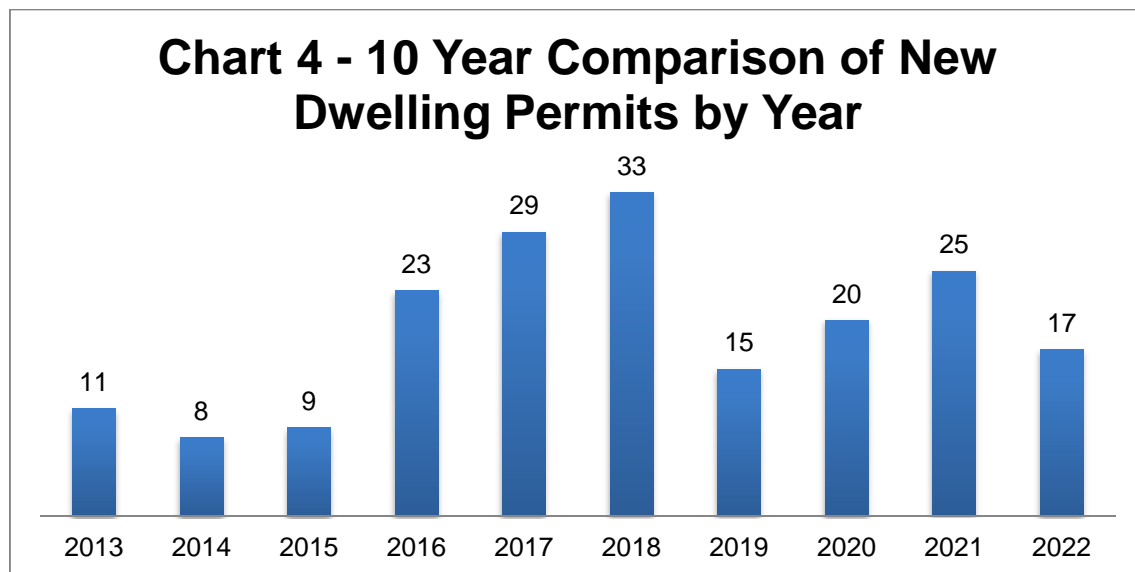
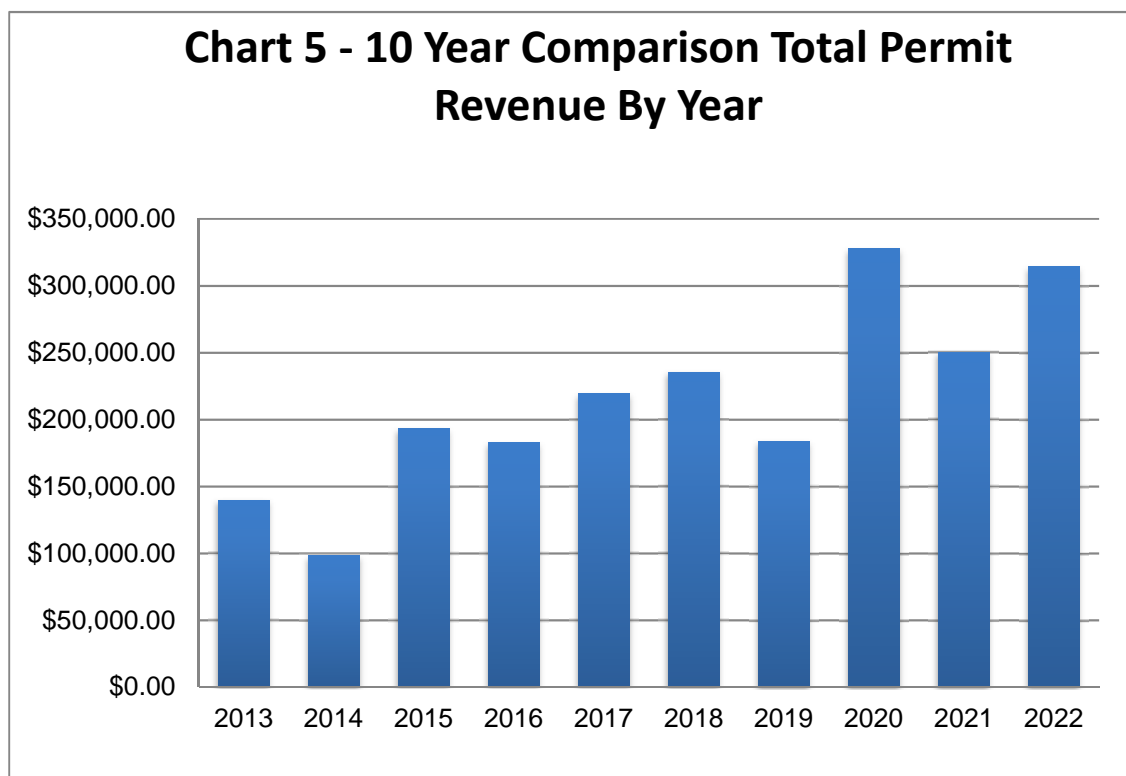


Chart 5 below, contains a comparison of the Building Permit Revenue by year, for the last 10 years.

**OPTIONS/DISCUSSION:**

None.

FINANCIAL CONSIDERATIONS:

None.

OTHERS CONSULTED:

None.

ATTACHMENTS:

"Appendix A" – 2022 Building Permit Report

"Appendix B" – 10 Year Building Permit Comparison

Respectfully submitted by,

Reviewed by,

Benjamin Hopkins,
Chief Building Official

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

APPENDIX "A"

Table 1 - 2022 Building Permit Report									
Month	Number of Permits Issued	Res.	Agri.	Com.	Indust.	Inst.	New House Permits	Estimated Value of Construction	Building Permit Fees
January	7	6	1	0	0	0	1	\$958,000.00	\$8,265.65
February	9	8	1	0	0	0	0	\$950,466.00	\$8,078.37
March	14	13	1	0	0	0	3	\$2,695,000.00	\$18,680.84
April	5	3	2	0	0	0	0	\$545,000.00	\$7,895.67
May	20	17	2	0	1	0	3	\$8,129,800.00	\$39,404.18
June	12	10	2	0	0	0	0	\$2,744,150.00	\$20,106.53
July	12	10	2	0	0	0	3	\$2,495,000.00	\$19,586.39
August	22	21	1	0	0	0	3	\$3,361,300.00	\$33,349.30
September	13	11	2	0	0	0	0	\$476,200.00	\$7,567.18
October	21	18	2	0	0	1	2	\$25,425,300.00	\$135,886.44
November	8	6	2	0	0	0	0	\$486,510.00	\$5,194.73
December	6	6	0	0	0	0	2	\$1,169,000.00	\$10,329.87
Totals	149	129	18	0	1	1	17	\$49,435,726.00	\$314,345.15

APPENDIX “B”

Table 2 - 10 Year Building Permit Comparison				
Year	Number of Permits Issued	New House Permits	Estimated Value of Construction	Building Permit Fees
2013	104	11	\$11,344,400.00	\$139,805.32
2014	93	8	\$9,054,100.00	\$98,382.25
2015	146	9	\$14,106,750.00	\$193,881.82
2016	173	23	\$13,165,058.39	\$183,134.77
2017	185	29	\$17,201,100.00	\$219,328.39
2018	196	33	\$16,601,745.00	\$235,540.25
2019	165	15	\$14,548,600.00	\$184,136.84
2020	177	20	\$22,432,209.80	\$327,812.38
2021	167	25	\$21,852,665.90	\$250,268.84
2022	149	17	\$49,435,726.00	\$314,345.15
Averages	155.5	19	\$18,974,235.51	\$214,663.60



Memo

To: Mayor Grant & Members of Council

From: Lindsay Earl, Manager of Community & Development Services

Date: February 7, 2023

Re: Revised Land Disposal Policy

Historically the Township had a policy for the disposal of Municipal Road Allowances only. Township Council adopted a new “Land Disposal Policy” in 2010 through By-law No. 048-2010 which addressed the sale of all municipally owned lands. This By-law was subsequently repealed and replaced with By-law No. 033-2015 (attached for reference) with the intention to deal specifically with the abandoned rail lands. Since that time, staff and applicants have found the policy somewhat confusing and difficult to navigate for the different land types (Type 1: Rail Lands, Type 2: Road Allowances, and Type 3: Other Lands) which all required alternate approaches including appraisals, public notification requirements and associated costs.

As such, staff have prepared a Revised Land Disposal Policy (draft Attached) to help clarify the process for the sale of all Municipally Owned Lands which;

- includes the incorporation of a transparent public process and notification requirements;
- identifies that the applicant/purchaser shall be responsible for the Township's legal fees, appraisal fees and all other costs unless Council by resolution otherwise determines;
- recognizes the requirement for the Full Marketability value of land through Appraisal;
- recognizes that consideration of offers to purchase shall be in Council's sole discretion in line with the public interest, and
- reduces any related liability to the Township.

Staff would respectfully request Council's consideration of the following recommendation:

“THAT Council adopt the Revised Land Disposal Policy as presented; and

THAT a by-law to repeal By-law No. 033-2015 (Land Disposal Policy) be presented for consideration.”

Attachments:

- (Draft) Revised Land Disposal Policy
- By-Law No. 033-2015 Land Disposal Policy



TOWNSHIP OF WAINFLEET POLICY

Page 1 of 7

Policy Title:	Land Disposal Policy
Policy Number:	TBD
Legislative Authority:	N/A
Date of Council Approval:	February 7, 2023
Date of Revision(s):	

1. DEFINITIONS

“**Act**” shall mean the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended and includes any regulations made under it.

“**Appraisal**” shall mean a written fair market valuation of land prepared by an accredited independent Appraiser providing information sufficient to satisfy the Clerk that the opinion is reasonable.

“**As is**” shall mean without regard for state of repair, location of any and all structures, walls, retaining walls or fences (freestanding or otherwise) or encroachment by buildings or fences or otherwise, on the land or adjoining properties or streets, and without warranty or representation as to use, environmental contamination, hazards or risks.

“**Clerk**” shall mean the Clerk of the Corporation of The Township of Wainfleet and includes their designate.

“**Council**” shall mean the Council of the Corporation of The Township of Wainfleet.

“**Full Marketability**” shall mean land which would in the opinion of the Manager of Community & Development Services or their designate, be of interest to potential purchasers in the open market due to size, shape, location, topography, environmental condition, permitted land uses, or any other factor which the Manager of Community & Development Services, or their designate, considers relevant.

“**Highway**” shall mean:

- i. all highways that existed on December 31, 2002,
- ii. all highways established by by-law on or after January 1, 2003,
- iii. all highways transferred to the municipality under the Public Transportation and Highway Improvement Act,
- iv. all road allowances made by the Crown surveyors located in the municipality,
- v. all road allowances, highways, streets and lanes shown on a registered plan of subdivision;



TOWNSHIP OF WAINFLEET POLICY

Page 2 of 7

Policy Title:	Land Disposal Policy
Policy Number:	TBD
Legislative Authority:	N/A
Date of Council Approval:	February 7, 2023
Date of Revision(s):	

“**Land(s)**” shall mean real property and any improvements thereon owned by the Township, including highways which have been or may be stopped up and closed, but does not include any land which Council has otherwise determined by resolution or by-law is not available for sale.

“**Manager of Community & Development Services**” shall mean the Manager of Community & Development Services of the Corporation of the Township of Wainfleet and includes their designate.

“**Public Land Register**” shall mean the public register of Real Property owned or leased by The Township of Wainfleet and maintained in accordance with this Policy and the Act and as subject to all exceptions in the Act.

“**Purchaser**” shall mean any person who enters into an agreement with The Township of Wainfleet to acquire Real Property by way of a sale.

“**Real Property**” shall mean land shown in a Land Registry Office of the Province of Ontario as being owned by The Township of Wainfleet and shall also include land leased by The Township of Wainfleet for municipal purposes and shall exclude buildings or structures sold separately from lands but shall not include any land that is a municipal road allowance.

“**Road Allowance**” shall mean lands owned by the Township of Wainfleet and used for public access to adjacent properties, including lots as defined by the Township Zoning By-law.

“**Sale**” and “**Sell**” shall mean any agreement to sell Real Property, but shall not include:

- i. a lease or rental of lands;
- ii. transfers of easement or rights-of-way by the Township;
- iii. releases of restrictive covenants by the Township; and
- iv. releases of rights of first refusal by the Township.

“**Site**” shall mean an identified or identifiable parcel of Real Property.

“**Surplus**” shall mean Real Property which is no longer required by the Corporation of The Township of Wainfleet for municipal purposes.



TOWNSHIP OF WAINFLEET POLICY

Page 3 of 7

Policy Title:	Land Disposal Policy
Policy Number:	TBD
Legislative Authority:	N/A
Date of Council Approval:	February 7, 2023
Date of Revision(s):	

2. PURPOSE

- 2.1 Section 270 (1) of the Municipal Act, 2001, S.O. 2001, c. 25 ("Municipal Act, 2001" or "the statute") provides that every municipality shall adopt and maintain policies with respect to the sale and other disposition of land.

3. PUBLIC LAND REGISTER

- 3.1 The Township shall maintain a Public Land Register including a listing of all Real Property owned or leased by The Township of Wainfleet.
- 3.2 The Public Land Register shall contain the following information with respect to each Site listed therein:
- a) The municipal address or a description of the location by reference to public highways within The Township of Wainfleet;
 - b) The approximate size by reference to dimensions or area or both; and
 - c) Whether the Site is owned by the Township or Leased to the Township.
- 3.3 The Public Land Register may, for any Site, contain any information additional to that described in section 3.2 which the Township considers relevant including, but not limited to:
- a) A legal description of the Site;
 - b) A description of any improvements thereto;
 - c) Whether Council has declared the Site to be surplus; and
 - d) Whether the Township, as owner, has granted a long-term lease or other right to occupy the Site and, if so, the duration thereof.
- 3.4 The Township shall cause, on an annual basis, a review and update of the Public Land Register to be undertaken as necessary.

4. GENERAL

- 4.1 The Manager of Community & Development Services shall report to Council on any Site that may be Surplus.
- 4.2 The Manager of Community & Development Services shall present to Council, at an open meeting, any unsolicited offers for the purchase of any



TOWNSHIP OF WAINFLEET POLICY

Page 4 of 7

Policy Title:	Land Disposal Policy
Policy Number:	TBD
Legislative Authority:	N/A
Date of Council Approval:	February 7, 2023
Date of Revision(s):	

Site. Such offers shall be submitted in the form prescribed by the Township and shall be accompanied by the administrative application fee in accordance with the Township's Fees and Charges By-law.

4.3 The manner or process established by Council for the Sale of a Site may include:

- a) Tender according to the Purchasing Policies of the Corporation of The Township of Wainfleet;
- b) Listing the Site with a licensed Real estate agent practicing in The Township of Wainfleet;
- c) Negotiation between staff and potential purchasers with ratification by Council;
- d) Land exchange; or
- e) Any other method established by Council satisfying the requirements of this Policy and provincial legislation.

4.4 The Manager of Community & Development Services shall give notice to the public of the proposed Sale in accordance with this section prior to Council giving final consideration to the Sale of the Site and declaring a site to be surplus:

- a) Notice to the public of a proposed Sale of a Site shall be given by at least one of the following methods, as the Manager of Community & Development Services may deem reasonable in the circumstances:
 - i. By posting a clearly visible sign on the Site for a period of not less than seven days;
 - ii. By listing for Sale with a real estate agency situate in the area of the Site.
 - iii. By posting the notice on-line via the Township's website.
- b) The requirements of subsection 4.4 (a) are minimum requirements and the Manager of Community & Development Services is authorized to give notice to the public of a proposed Sale in any extended manner if, in the opinion of the Manager, such extended manner is reasonable and necessary in the circumstances.
- c) A notice of a proposed Sale shall contain at least the following information:



TOWNSHIP OF WAINFLEET POLICY

Page 5 of 7

Policy Title:	Land Disposal Policy
Policy Number:	TBD
Legislative Authority:	N/A
Date of Council Approval:	February 7, 2023
Date of Revision(s):	

- i. A general description of the manner by which the sale will be carried out;
- ii. A location of the Site by reference to a municipal address or legal description or both;
- iii. An approximate size of the Site by reference to dimensions and area, or both, and a brief description of any buildings or improvements situate thereon;
- iv. Notice that the Township intends to declare the site surplus;
- v. The name, title, address and telephone number of the Township of Wainfleet official(s) having information about the proposed Sale;
- vi. The latest date by which enquiries may be made to any Township official.

4.5 The Manager of Community & Development Services shall have an Appraisal of the Full Marketability value of land prior to the consideration by Council of the final authorization of the Sale of the Site except in those cases where an appraisal is not required by the Act or an application to purchase is accompanied by the required appraisal, satisfactory to the Township, at the purchaser's expense.

4.6 The Appraisal of the Full Marketability value of land to be sold shall be conducted by:

- i. An accredited appraiser (Accredited Appraiser Canadian Institute-AACI);
- ii. A qualified appraiser (Canadian Residential Appraiser-CRA); or
- iii. A realtor;

The form of the appraisal can be further stipulated by Council at the time of application to purchase.

4.7 Notwithstanding Section 4.6, if the land is to be sold to a public body, the Township may dispense with the requirement of an Appraisal for the disposition of land to:

- i. A municipality;
- ii. A corporation incorporated by a municipality;
- iii. A municipal service board of a municipality;
- iv. A local board, including a school board and a conservation authority;



TOWNSHIP OF WAINFLEET POLICY

Page 6 of 7

Policy Title:	Land Disposal Policy
Policy Number:	TBD
Legislative Authority:	N/A
Date of Council Approval:	February 7, 2023
Date of Revision(s):	

v. The Crown in right of Ontario or Canada and their agencies.

- 4.8 Upon the completion of a Sale, where the Township retains no further ownership or interest in a Site, the Township shall forthwith delete reference to such Site from the Public Land Register.
- 4.9 The purchaser(s) shall be responsible for the Township's legal fees, appraisal fees and all other Township costs unless Council by resolution otherwise determines.
- 4.10 All land, with or without improvements, shall be sold on an "as is" basis unless Council by resolution otherwise determines.
- 4.11 Any offer to purchase shall be submitted to the Township Solicitor, who shall review the same with Council. Acceptance or refusal of an offer to purchase shall be in Council's sole discretion.
- 4.12 Council may impose conditions of sale if deemed appropriate.
- 4.13 The Township is under no obligation by virtue of the sale of land to grant any approvals, including approvals for any applications under the *Planning Act*, R.S.O. 1990, c. P. 13, or building permits, or to support approvals required by any other approval authority, which may be necessary for any contemplated use of the land by the purchaser.
- 4.14 This Policy applies to the Road Closure and Land Conveyance Process in Schedule "A", which is attached hereto and forms part of this Policy.

5. PUBLIC ROAD ALLOWANCE LANDS

- 5.1 Public Road Allowance Lands shall only be sold to an abutting owner(s) whose property, if combined with the Township's land, creates a configuration which is acceptable to the Manager of Community & Development Services, or their designate, in accordance with good planning principles.
- 5.2 Such Public Road Allowance Lands shall be required to legally merge in title



TOWNSHIP OF WAINFLEET POLICY

Page 7 of 7

Policy Title:	Land Disposal Policy
Policy Number:	TBD
Legislative Authority:	N/A
Date of Council Approval:	February 7, 2023
Date of Revision(s):	

with the abutting owner's property. Where necessary, Council shall pass a by-law deeming the Township land and/or the abutting owner(s) land not to be part of a registered plan of subdivision in order to effect the merger, and the by-law shall be registered on title by the Township prior to the registration of the Transfer/Deed to the purchaser.

Schedule "A"

Land Disposal Policy

Road Closure and Land Conveyance Process

Initial Inquiry	<ul style="list-style-type: none"> •The Township receives initial inquiry and requests PIN sheets. •The Township sends letter to Purchaser setting out process. Purchaser must identify solicitor information.
Application Submitted	<ul style="list-style-type: none"> •Purchaser submits application to purchase land and submits Administration fee in accordance with the Township's Fees and Charges By-law, as amended (payable to The Township of Wainfleet). •The Township contacts abutting land owners to determine their interest or any objections to closure, with two-week deadline for response (if applicable). •Obtain comments from The Township Divisions
Report to Council	<ul style="list-style-type: none"> •Rejected: Advise Applicant •Approval: Continue with process
Documents needed	<ul style="list-style-type: none"> •Title search conducted •Property Survey/Reference plan •An appraisal of a Full Marketability valuation of the lands.
Public Notice & Circulation	<ul style="list-style-type: none"> •The Township provides public notice (minimum 1 week) on-line via the Township website •Advise Purchaser and abutting owners of meeting date. •Public and Abutting property owners may submit comments. •If the proposed closure is not part of a Development Plan, The Township circulates Reference Plan to Utilities for comment and to determine Easements, and holds site meeting (if required); i.e. Bell, Rogers, Hydro One, Enbridge Gas. •The Township will advise the Purchaser of any Easement requirements, revise reference plan as necessary.
Report to Council	<ul style="list-style-type: none"> •Staff prepares report to declare land surplus and obtain direction to initiate road closure process from Council. •Council adopts By-law •The Township notifies Purchaser and abutting owners of Council's decision.
Register Deed	<ul style="list-style-type: none"> •Process must be completed within (1) year •Purchaser is instructed to register Reference Plan which will reflect easement requirements if required. •The Township drafts By-law recognizing any easement or right-of-way requirements. •The Township advises Purchaser of legal costs and purchase price. •Upon payment of costs and purchase price, the Township Solicitor prepares conveyance documents and submits for execution by Mayor and Clerk (Cheque to be made payable to The Township of Wainfleet). •The Township registers By-law and any easement agreements. •Registration of conveyance documents. •The Township will notify Purchaser of any required adjustments from the actual legal fees and disbursements AND notify relevant departments that the transaction has closed. •File Closed.

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BYLAW NO. 033-2015

Being a bylaw to establish a policy for the
sale of land owned by the Township of
Wainfleet and to repeal Bylaw No. 048-2010.

WHEREAS Section 270 (1) of the Municipal Act, 2001, as amended, provides that a municipality shall adopt and maintain a policy with respect to its sale and other disposition of land;

AND WHEREAS Council for the Corporation of the Township of Wainfleet deems it desirable to establish a policy for the sale of land owned by the Township of Wainfleet;

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

1. **THAT** the Land Disposal Policy as set out in Schedule "A" attached hereto and forming part of this bylaw is hereby adopted;
2. **THAT** the Land Disposal Policy shall come into force and take effect on the day of its passage.
3. **AND THAT** Bylaw No. 048-2010 is hereby repealed.

BYLAW READ A FIRST TIME THIS 14TH DAY OF JULY, 2015.

BYLAW READ A SECOND TIME THIS 14TH DAY OF JULY, 2015.

BYLAW READ A THIRD TIME AND FINALLY PASSED THIS 14TH DAY OF JULY, 2015.

A. Jeffs, MAYOR

S. Smith, ACTING CLERK



TOWNSHIP OF WAINFLEET

LAND DISPOSAL POLICY

TABLE OF CONTENTS

Table of Contents

PART 1 – DEFINITIONS	2
PART 2 – GENERAL PROVISIONS	3
PART 3 – TYPES OF LANDS.....	4
PART 4 – POLICIES.....	4
4.5 Policies Applying to All Land Types	6
PART 5 – PROCESS FOR SALE	6
PART 6 – FEES	9
6.3 REFUNDS.....	10
6.4 TENDERING	10
PART 7 – POLICY EXCEPTIONS	11

PART 1 – DEFINITIONS

- 1.1 **"Abutting"** shall mean land adjoining another parcel having one (1) or more lot lines in common;
- 1.2 **"Applicant"** means a person who has enquired or requested to purchase Township land;
- 1.3 **"Appraisal"** means a fair market valuation of land prepared by an accredited Appraiser;
- 1.4 **"Appraiser"** means a member in good standing of the Appraisal Institute of Canada, holding an Accredited Appraiser Canadian Institute or Canadian Residential Appraiser designation as appropriate;
- 1.5 **"as is"** means without regard for state of repair, location of any and all structures, walls, retaining walls or fences (freestanding or otherwise) or encroachment by buildings or fences or otherwise, on the land or adjoining properties or streets, and without warranty or representation as to use, environmental contamination, hazards or risks;
- 1.6 **"land(s)"** shall mean real property and any improvements thereon owned by the Township, including highways which have been or may be stopped up and closed, but does not include:
 - a. any land which Council has otherwise determined by resolution or bylaw is not available for sale;
- 1.7 **"Official Plan"** means the Official Plan of the Township of Wainfleet, as amended from time to time;
- 1.8 **"Railway lands"** means those lands identified as formerly owned by the Canadian National Railway and now owned by the Township of Wainfleet and are located north of and parallel to Willford Road, in the Township of Wainfleet.
- 1.9 **"Road Allowance"** means lands owned by the Township of Wainfleet and used for public access to adjacent properties, including lots as defined by the Township Zoning Bylaw.
- 1.10 **"Real Estate Broker"** means a Real Estate Broker registered under the Real Estate and Business Brokers Act, 2002, as amended and Regulations thereto;
- 1.11 **"sale"** and **"sell"** shall not include:
 - a. a lease or rental of lands;
 - b. transfers of easement or rights-of-way by the Township;
 - c. releases of restrictive covenants by the Township; and
 - d. releases of rights of first refusal by the Township.

PART 2 – GENERAL PROVISIONS

- 2.1 A bylaw containing a legal description of the land and the identity of the purchaser shall be passed to approve the sale of land.
- 2.2 Land required for any municipal purpose, including but not limited to present or future municipal facilities, infrastructure and parks, is not available for sale to the public.
- 2.3 Any survey and/or reference plan required shall be obtained at the expense of the purchaser(s) unless Council by resolution otherwise determines.
- 2.4 Council or designate may impose conditions of sale if deemed appropriate.
- 2.5 All land, with or without improvements, shall be sold on an "as is" basis unless Council determines otherwise.
- 2.6 Should a property that is subject to a development application under the Planning Act require these lands to meet conditions of approval, the Township is under no obligation to grant the sale of land, issue building permits, or to support approvals required by any other approval authority, which may be necessary for any contemplated use of the land by the purchaser.
- 2.7 Any provisions for public notice provided for in this policy shall prevail over any other existing or future public notice by law passed by Council.
- 2.8 Should any section, subsection, clause, paragraph or provision of this policy be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this policy as a whole or any part thereof, other than the provisions so declared to be invalid.
- 2.9 Pursuant to the provisions of Sections 23.1 to 23.5 inclusive of the Municipal Act, 2001, as amended, the Clerk at the Township of Wainfleet is hereby authorized to effect any minor modifications or corrections solely of an administrative, numerical, grammatical, semantic or descriptive nature or kind to the implementing bylaw or its schedules as such may be determined to be necessary after the passage of this policy. Minor changes to this policy may be completed at the discretion of the Manager of Planning.
- 2.10 This policy shall be read and applied fairly with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.
- 2.11 The Manager of Planning shall be responsible for developing and implementing forms and procedures for the administration of this policy by Township staff.
- 2.12 The Manager of Planning shall be the lead municipal staff person on all matters related to this policy.

PART 3 –TYPES OF LANDS

3.1 Three types of lands shall be available for disposal by the Township. They are:

TYPE 1: Railways lands

TYPE 2: Public road allowances;

TYPE 3: All other lands including but not exclusive to:

1. Land 0.3 metres or less in width acquired in connection with an approval or decision under the Planning Act;
2. Land that does not have direct access to a public road allowance if sold to the owner of land abutting that land;
3. Land for which the Township has obtained an Appraisal within the preceding one (1) year, at the discretion of the Manager of Planning, or designate; and
4. Any other lands identified as owned by the Township, which do not meet the criteria for Type 1 or 2.

PART 4 –POLICIES

4.1 The following policy statements shall be applied to all Lands available for disposal.

4.2 Type 1- Railway Lands are subject to the following policies:

4.2.1 Lands shall only be sold to an abutting owner(s) whose property, if combined with the Township's land creates a configuration which is acceptable to the Manager of Planning, or designate, in accordance with good planning principles.

4.2.2 The land shall be required to legally merge in title with the abutting owner's property. Where necessary, Council shall pass a bylaw deeming the Township land and/or the abutting owner(s) land not to be part of a registered plan of subdivision in order to effect the merger, and the bylaw shall be registered on title by the Township prior to the registration of the Transfer/Deed to the purchaser. No fee shall be charged to the abutting owner for the preparation and registration of the Deeming Bylaw.

4.2.3 In addition, the following restrictions shall apply to land in the Agricultural, Rural, or Hamlet Residential Designations of the Official Plan:

- a) if the total area of the combined Township land and the abutting owner's property is less than 1.0 hectares (2.5 acre) in size, the Township land will be recommended for sale to the abutting owner, only if a site servicing study is completed by a qualified professional that confirms the combined property can properly service a dwelling; or
- b) if the total area of the combined Township land and the abutting owner's property is at least 1 hectare (2.5acres) in size, the Township land may be sold to the abutting owner;

4.3 Type 2 - Public Road Allowance lands are subject to the following policies:

4.3.1 Lands shall only be sold to an abutting owner(s) whose property, if combined with the Township's land creates a configuration which is acceptable to the Manager of Planning, or designate, in accordance with good planning principles.

4.3.2 The land shall be required to legally merge in title with the abutting owner's property. Where necessary, Council shall pass a bylaw deeming the Township land and/or the abutting owner(s) land not to be part of a registered plan of subdivision in order to effect the merger, and the bylaw shall be registered on title by the Township prior to the registration of the Transfer/Deed to the purchaser. No fee shall be charged to the abutting owner for the preparation and registration of the Deeming Bylaw.

4.3.3 In addition, the following restrictions shall apply to land in the Agricultural, Rural, or Hamlet Residential Designations of the Official Plan or outside the Hamlet Area:

- (a) if the total area of the combined Township land and the abutting owner's property is less than 0.4 hectares (1 acre) in size, the Township land will be recommended for sale to the abutting owner, only if there is an existing dwelling on the abutting land; or
- (b) if the total area of the combined Township land and the abutting owner's property is greater than 0.4 hectares (1 acre) in size, but less than 1 hectare (2.2 acres) in size, the Township land may be sold to the abutting owner notwithstanding that there is no existing dwelling;

4.4 Type 3 - Other Lands are subject to the following policies:

4.4.1 Lands shall only be sold to an abutting owner(s) whose property, if combined with the Township's land creates a configuration which is acceptable to the Manager of Planning, or designate, in accordance with good planning principles.

4.4.2 The land shall be required to legally merge in title with the abutting owner's property. Where necessary, Council shall pass a bylaw deeming the Township land and/or the abutting owner(s) land not to be part of a registered plan of subdivision in order to effect the merger, and the bylaw shall be registered on title by the Township prior to the registration of the Transfer/Deed to the purchaser. No fee shall be charged to the abutting owner for the preparation and registration of the Deeming Bylaw.

4.4.3 In addition, the following restrictions shall apply to land in the Agricultural, Rural, or Hamlet Residential Designations of the Official Plan or outside the Hamlet Area:

- (a) if the total area of the combined Township land and the abutting owner's property is less than 0.4 hectares (1 acre) in size, the Township land will be recommended for sale to the abutting owner, only if there is an existing dwelling on the abutting land; or
- (b) if the total area of the combined Township land and the abutting owner's property is greater than 0.4 hectares (1 acre) in size, but less than 1 hectare (2.2

acres) in size, the Township land may be sold to the abutting owner notwithstanding that there is no existing dwelling;

4.5 Policies Applying to All Land Types

Township lands deemed to be unsalable are not available for sale to the public and any applications to purchase will not be supported by staff.

In addition to any other provisions herein, or any resolution or by-law passed by Council the following lands are deemed to be unsalable:

- (a) land situated in the Environmental Protection designations of the Official Plan, as amended from time to time, in order to protect and promote the public enjoyment of natural features;
- (b) Any land which Council has by resolution or bylaw declared shall not be sold.

PART 5 – PROCESS FOR SALE

- 5.1 The sale of Land Types 1, 2 and 3 shall follow the process noted below, with exceptions as specified in this policy.
- 5.2 Type 1 lands shall not required completion of an Appraisal.
- 5.3 Type 2 lands shall include both opened and unopened public road allowances.
- 5.4 Type 2 and 3 properties may require sale by public tender, subject to Section 6.4 of this policy.
- 5.5 Council approval is required for sale of all Land Types.
- 5.6 Figure 1 provides a graphic and textual explanation of the process for sale of Types 1, 2 and 3 lands. This Figure shall be considered part of this policy.

Figure 1 - Sale Process for Types 1, 2 and 3



5.7 The initial enquiry by a prospective purchaser (Applicant) shall be made to the Responsible Department.

5.8 IF SOLD TO A PUBLIC BODY, dispense with the requirement of an Appraisal for the disposition of land to:

- i. A municipality;
- ii. A corporation incorporated by a municipality;
- iii. A municipal service board of a municipality;
- iv. A local board, including a school board and a conservation authority;

v. The Crown in right of Ontario or Canada and their agencies.

- 5.9 Type 2 and 3 Lands shall be made available to any interested parties, with adjacent property owners having priority.
- 5.10 Should Council direct for a property to be sold where no public interest has been shown for purchasing it, said property shall be marketed to the public through listing with a Licensed Real Estate Broker or in such other manner which Council approves, having regard to the nature of the property. Alternative marketing strategies may include invitation to tender, and request for proposal.
- 5.11 When Railway Lands (Type 1) are being sold, all of the abutting property owners shall be notified by letter of the proposed disposition,.
- 5.12 Any offer to purchase of Type 2 or 3 lands shall be submitted by a Real Estate Broker to the Manager of Planning, who shall review same with the Township Solicitor who will make a joint recommendation to Council. Acceptance or refusal of an offer to purchase shall be in Council's sole discretion.
- 5.13 The Agreement of Purchase and Sale shall be in a form satisfactory to the Township Solicitor.
- 5.14 Following receipt of the deposit, an Appraisal of the land if identified as Type 2 or 3 shall be obtained from a qualified professional appraiser.
- 5.15 Notice Requirements (Types 2 and 3)
- (a) The Applicant shall be advised of the appraised value and be required to submit his/her written offer to purchase the land at the appraised value within three (3) weeks, failing which, he/she shall be deemed to have declined to purchase the land.
- (b) All abutting property owners shall also be sent notice via regular mail of the following:
- i. a request to purchase Township land has been received;
 - ii. should they wish to purchase the property, an Agreement of Purchase and Sale is required to be submitted to the Township;
 - ii. the identity of the Applicant; and
 - iii. the appraised value;
- and shall be required to submit any comments or objections to the sale of the lands in writing, or, submit the deposit together with their offer in writing to purchase the lands at the appraised value, within three (3) weeks from the date of such notice, failing which, they shall be deemed to have no objection nor any interest in purchasing the land. Comments and objections will become part of the public record and included in any subsequent report to Council.
- (c) In the event that:

- i. an abutting owner submits their written offer to purchase the land at the appraised value, and
 - ii. provided dividing the land equally between the Applicant and the abutting owner would create a configuration acceptable to the Manager of Planning, or designate, in accordance with good planning principles then the Applicant and the abutting owner may agree to divide the land equally between them with the purchase price and all survey/reference plan costs shared proportionately. If the Applicant and the abutting owner do not agree to divide the land, the land will be offered to each through a tender process to the highest bidder (the appraised value being the Reserve Bid), subject to the final approval by Council.
- 5.16 The Agreement of Purchase and Sale shall be prepared by the Township in a form satisfactory to the Township Solicitor, who shall have authority to determine and extend the time for closing real estate transactions.
- 5.17 The Transfer/Deed of Land and Land Transfer Tax Affidavit, or electronic version thereof, shall be prepared in registerable form at the expense of the purchaser. The purchaser shall make the second instalment payment of \$750.00
- 5.18 In the event that sale of the land is not completed within one (1) year from the date on which Council passes the bylaw authorizing the sale, subsequent requests shall be subject to the provisions of this Policy in all respects.

PART 6 – FEES

6.1 Types of Land Fees

Fees Required	Types of Land		
	Type 1 – Railway Lands	Type 2 – Road Allowances	Type 3 – Other Lands
Application	✓	✓	✓
Appraisal		✓	✓
Survey	✓	✓	✓
Legal	✓	✓	✓

- 6.2 All fees and expenses associated with the sale of Type 1, 2 and 3 Lands shall be paid by the purchaser. These fees and expenses shall be, but not limited to, appraisals, survey work, and legal fees.
- 6.3 An application fee of \$1000.00 will be payable for the purchase of said lands. This fee shall consist of two payments,
1) \$250 deposit fee; and
2) \$750 second installment.

The first \$250 shall be paid as per subsection 6.2.3 and the latter \$750 shall be paid upon Council approval to dispose of the subject lands. The application fee is to offset administrative costs associated with land disposal.

6.4 REFUNDS

6.4.1 The deposit shall be refunded, applied to the purchase price or forfeited, at the times and in the circumstances set out below:

In the event that:

the Applicant abandons the request before the process of sale is completed the deposit shall be refunded based on the steps they have finished:

Refunds rates based on process of sale

90% if before the initial Report to Council

50% if before the Notice of Intent to Dispose is advertised

10% if prior to execution of the Deed

OR

the sale of land is:

- i. not recommended by staff, and Council denies the request, the deposit shall be forfeited without interest or deduction;
- ii. recommended by staff and Council denies the request, then the deposit shall be refunded without interest or deduction;
- iii. approved by Council and the Applicant does not complete the transaction for any reason other than one which may be contemplated in the Agreement of Purchase of Sale the deposit shall be forfeited without interest or deduction.

6.5 TENDERING

6.5.1 Where Council directs staff to dispose of certain properties, principally including Types 2 and 3, Township policy requires the sale via a publicly advertised tender.

6.5.2 Where a public tender is required, this shall be completed in accordance with Township purchasing policy.

6.5.3 Where Council directs staff to dispose of a property, without having a buyer identified, such transactions shall be subject to this policy.

6.5.4 Should a public tender be required to dispose of lands, the following shall apply:

- i. the deposit paid by the successful bidder shall be applied towards the purchase price if the sale is approved and the transaction is completed;
- ii. the deposit paid by the unsuccessful bidder shall be refunded without interest or deduction;
- iii. and the successful bidder does not complete the transaction for any reason other than one which may be contemplated in the Agreement of Purchase of Sale the deposit shall be forfeited without interest or deduction.

PART 7 – POLICY EXCEPTIONS

- 7.1 This policy does not apply to any sale of land by the Township pursuant to the provisions of Part XI of the Municipal Act, 2001, as amended (Sale of Land for Tax Arrears) and any Regulations thereto from time to time, which shall be effected in conformity with the said Act and Regulations.
- 7.2 This policy does not apply to sale of land pursuant to other applicable legislation, including, but not limited to:
- i. Sections 107, 108, 110 and 203 of the Municipal Act, 2001, S.O. 2001, c.25, as amended; and
 - ii. Sections 28 and 60 of the Planning Act, R.S.O. 1990, c. P 13, as amended; and
 - iii. any approvals granted under the provisions of the Planning Act, R.S.O. 1990. c. P.13, as amended; and
 - iv. Sections 11 and 42 of the Expropriations Act. R.S.O. 1990, c. E. 26, as amended;
- and any regulations there under.
- 7.3 The procedures for the closure of highways shall be in accordance with the Municipal Act, 2001, as amended, and other relevant statutes.

FIRE STAFF REPORT

FSR-001/2023

TO: Mayor Grant & Members of Council
FROM: M. Alcock, Fire Chief/CEMC
DATE OF MEETING: February 7, 2023
SUBJECT: 2022 Fourth Quarter Fire & Emergency Services Review

RECOMMENDATION(S):

THAT Fire Staff Report FSR-001/2023 respecting 2022 Fourth Quarter Fire & Emergency Services Review be received for information.

EXECUTIVE SUMMARY:

This report includes a summary of Fire Department activity within the Township of Wainfleet for the Fourth Quarter of 2023 (October - December).

ADMINISTRATION

Joint Health & Safety Committee

The JHSC met on October 12, 2022. The agenda included ongoing review of department Operational Guidelines (OGs) including; Personal Protective Equipment, Respiratory Protection Program, Firefighter Accountability & Entry Control. Firefighter Incident/Injury summary, and personal protective equipment needs.

The next meeting is scheduled for January 11, 2023.

Mental Health & Wellness

The Mental Health & Wellness Action Plan includes items such as; Post Traumatic Stress Disorder (PTSD) prevention policy and plan, Mental Health Anti Stigma Policy, Reporting of Exposures Operational Guidelines with Post Critical Incident Screening, Quarterly MH&W screenings, Substance Misuse Service & Care Pathways, WSIB Service & Care Pathway, Peer Support & Critical Incident Stress Team training, Employee & Family Assistance Plan, Fire Service Chaplain & Psychotherapist services, and early access to intervention & care services.

Rollout of the first quarterly screening occurred in November, with the following stats:

There was a 96% completion rate within 2 weeks.

Of the 47 personnel who completed the screening:

- 25% were offered a follow up call based on clinically significant scoring
Which is slightly lower than the 30% clinically significant scoring in July.

Of those 25% who received follow up by WFES Psychotherapist:

- 16% received a follow-up call, were provided with resources and information and agreed a future follow up call to check in
- 24% booked in an initial appointment (12% fire related and require funding,)
- 4% received a follow up call with no further action required

High level themes from follow up include:

- Major life transitions ie. grief and loss, separation and divorce
- Low Resilience
- Anticipatory anxiety re: dealing with future fire & emergency responses
- Performance and personnel issues
- Trauma symptoms present from a call(s) which have not cleared

A common trend among respondents indicated:

- They have been thinking about needing support for a while but find it difficult to put needs first/ask for help
- Thinking it is best to just block out intrusive thoughts and feelings in order to move on.
- Feeling supported by Chiefs
- Generally protected from unnecessary exposure

Planned Activity for 2023

- Co-facilitation of The Working Mind- First Responder (TWMFR) to new recruits
- Development and delivery of session for new recruits and partners
- Utilisation of Post Critical Incident 2-2-6 Screening and CISM support
- Quarterly skills workshops based on Before Occupational Stress (BOS) modules
- Report to MH&W Working Group/review of MH&W Action Plan with considerations re: financial implications and budget requests
- Ongoing screening, follow up and quarterly reporting to Chief

On November 18, 19, 25, & 26, 2022, WFES hosted Critical Incident Stress Management Team training. Members from WFES, Port Colborne, Fort Erie & Pelham received ICISF certified training in “Assisting Individuals in Crisis” and “Group Crisis Intervention”

Recruitment

Recruitment activities for the class of 2023 are as follows

Date	Event
October 6, 2022	Information Session (Open House)
October 14, 2022	Application Deadline
October 27, 2022	Written Aptitude Testing
November 9 & 10, 2022	Panel Interviews
November 21-25, 2022	Emotional Stability & Resiliency Assessment
November 26, 2022	Job Specific Physical Abilities Testing
December 9, 2022	Conditional Offers

Human Resources

Due to various retirements & resignations, and in preparation for the opening of the new Central Fire Station. In accordance with the revised organizational structure contained within the Establishing & Regulating By-Law as approved by Council, various Officer positions were posted to fill vacancies at each station.

Testing, interviews and selections were made for these positions at the Central and Schwoob stations. Selections for the positions at the Burnaby station was placed on hold pending applicant certification results.

FIRE PREVENTION & PUBLIC EDUCATION**PUBLIC EDUCATION**

WFES members have been able to attend various public events, such as:

Date	Event
October 5, 2022	Winger School Pumpkinfest
October 12, 2022	Fire Prevention Week – Education at Wainfleet Schools
October 14, 2022	FP Week & 75 th Anniversary Open House
October 31, 2022	Hallowe'en Treats and Education at each Fire Station
November 13 & 27, 2022	Wainfleet Farmer's Market
December 4, 2022	Wainfleet Christmas Market
December, 12-23, 2022	12 days of a Holiday Fire Safety

Fire Prevention Week – “Learn the Sounds of Fire Safety” - October 9-15, 2022.

*This year's FPW campaign, “**Fire won't wait. Plan your Escape™**”, works to educate everyone about simple but important actions they can take to keep themselves and those around them safe from home fires.*

Today's homes burn faster than ever. You may have as little as two minutes (or even less time) to safely escape a home fire from the time the smoke alarm sounds. Your ability to get out of a home during a fire depends on early warning from smoke alarms and advance planning.

<https://www.nfpa.org/Events/Events/Fire-Prevention-Week/About>



October 10, 2022 Staff attended Port Colborne for a joint Fire Prevention Week event with CHCH News

75th Anniversary Open House

On October 14, 2022, celebrated its 75th Anniversary of providing Fire & Emergency Services to the community of Wainfleet.

Members of the community, past firefighters and council were invited to attend, to share stories, see the equipment and apparatus, all while providing Fire & Life Safety messaging.



Carbon Monoxide Awareness Week – November 1-7 2022.

Carbon Monoxide Awareness week occurs the first week of November every year. While there are no annual themes, WFES ensured that CO safety messaging was published during that week.

<http://cosafety.ca/>

<https://www.wainfleet.ca/en/living-here/fire-and-carbon-monoxide-hazards.aspx#CARBON-MONOXIDE>

**Wainfleet Christmas Vendors Market**

WFES personnel attended the Wainfleet Christmas Markets on November 13, 20, 27 and December 4, 2022. Personnel delivered Holiday Season Fire Safety messaging and materials, while also accepting food and toy donations for the 2022 Christmas Basket Program.

**12 Days of a Holiday Fire Safety**

In partnership with the Office of the Fire Marshal, fire services across the province engaged in a public education/social media campaign. This campaign focused on the various hazards that predominantly occur during the holiday season and messaging was delivered through a series of online videos that were posted and shared via social media between December 12 and 23, 2022.

Date	Topic	Date	Topic
Dec. 12, 2022	Holiday Lights	Dec. 18, 2022	Candles during Hanukkah
Dec. 13, 2022	Candles & Decorations	Dec. 19, 2022	Fire Escape Planning
Dec. 14, 2022	Smoke Alarms	Dec. 20, 2022	Cooking
Dec. 15, 2022	Carbon Monoxide Alarms	Dec. 21, 2022	Heating Sources
Dec. 16, 2022	Tree Watering	Dec. 22, 2022	Careless Smoking
Dec. 17, 2022	Electrical Hazards	Dec. 23, 2022	Lithium Batteries

FIRE PREVENTION, INSPECTIONS, ENFORCEMENT, INVESTIGATIONS

Date	Property	Reason	Result
Oct. 17, 2022	Residential	Request	Home in compliance. Provided 1 Combo Smoke/CO alarm to add to main floor bedroom area
Oct. 17, 2022	Residential	Request	One smoke alarm required in the basement.
Oct. 18, 2022	Commercial	Request	Pre-Occupancy Inspection Recommendations provided.
Oct. 31, 2022	Residential	Follow-Up	Issued ESA Orders
Dec. 2, 2022	Residential	Annual	In compliance
Dec. 2, 2022	Residential	Annual	Combo Smoke/CO provided to be installed outside main level bedroom. Smoke alarm to be relocated to second level.
Dec. 14, 2022	Institutional	Fire Safety Plan	Witnessed Fire Drill at St. Elizabeth School to confirm revised FSP meets evacuation timeframes

OPERATIONS**Automatic/Mutual Aid**

The Automatic Aid agreement with Port Colborne went live on February 22, 2022. The Automatic Aid has been used, successfully, by both departments since its activation.

On January 24, 2022, Niagara Region fully closed the bridge on Regional Road 45 at Oswego Creek to all vehicular traffic, including emergency vehicles. As of the date of this report, the closure still remains in place.

Should WFES be called to any property impacted by the closure, Dispatch will automatically notify Haldimand County, who will provide a Pumper and a Tanker from Station 6 (Canborough) and a Tanker from Station 9 (Dunnville).

Automatic/Mutual Aid Activations

Date	Aid Received or Provided	Municipality	Reason
October 7, 2022	Provided	Port Colborne	Agricultural Structure Fire
November 6, 2022	Received	Port Colborne	Residential Structure Fire
November 6, 2022	Provided	Port Colborne	Commercial Structure Fire
November 9, 2022	Provided	Port Colborne	Industrial Structure Fire
November 25, 2022	Received	Port Colborne	Residential Structure Fire

Emergency Responses (4th Quarter)

Number	Date	Response Type Description	Address
22-159	2022-10-07	Automatic Aid	Koabel Rd, Port Colborne
22-160	2022-10-10	Medical Assist - Cardiac	Lakeshore Rd, Wainfleet
22-161	2022-10-10	Vehicle Collision	Feeder Rd E, Wainfleet
22-162	2022-10-11	Vehicle Collision	Highway 3, Wainfleet
22-163	2022-10-13	Activated Alarm – Accidental - Cooking	Highway 3, Wainfleet
22-167	2022-10-14	Medical Assist - Respiratory Condition	Highway 3, Wainfleet
22-166	2022-10-14	Activated Alarm – Equipment Malfunction	Gents Rd, Wainfleet
22-165	2022-10-14	Public Hazard - Natural Gas Leak	Gents Rd, Wainfleet
22-164	2022-10-14	Vehicle Collision	Concession 1 Rd,
22-168	2022-10-15	Activated Alarm – Fireplace Damper Issue	Wellandport Rd, Wainfleet
22-169	2022-10-17	Activated Alarm – Accidental - Cooking	Forks Rd, Wainfleet
22-170	2022-10-18	Vehicle Collision	Regional Road 27, Wainfleet
22-171	2022-10-19	Call cancelled on route	Main St W, Port Colborne
22-172	2022-10-20	Alarm System Equipment - Malfunction	Forks Rd, Wainfleet
22-173	2022-10-20	NO LOSS OUTDOOR fire	Lakeshore Rd, Wainfleet
22-174	2022-10-20	Medical Assist - VSA	Biederman Rd, Wainfleet
22-175	2022-10-22	Fire – Corn Field	Regional Road 24, Wainfleet
22-178	2022-10-25	Activated alarm – Accidental - Cooking	Hock Rd, Wainfleet
22-177	2022-10-25	Medical Assist - VSA	Bessey Rd, Wainfleet
22-176	2022-10-25	Medical Assist - VSA	Canborough Rd, Wainfleet
22-179	2022-10-26	Vehicle Collision	Wellandport Rd, Wainfleet
22-180	2022-10-26	Fire – Hydro Pole	Ellsworth Rd N, Wainfleet
22-181	2022-10-27	Vehicle Collision	Forks Rd, Wainfleet
22-182	2022-10-28	Medical Assist - Cardiac	Walnut Hill Rd, Wainfleet
22-183	2022-10-29	Medical Assist - VSA	Wills Rd, Wainfleet

22-184	2022-10-29	Vehicle Collision	Highway 3, Wainfleet
22-185	2022-10-29	Open Air Burning Complaint	Regional Road 27, Wainfleet
22-186	2022-10-30	Alarm Activation – Equipment malfunction	Woodland Dr, Wainfleet
22-187	2022-10-31	Vehicle Collision	Wellandport Rd, Wainfleet
22-188	2022-11-01	Medical Assist - Seizure	Regional Road 27, Wainfleet
22-189	2022-11-03	Medical Assist - Respiratory Condition	Regional Road 45, Wainfleet
22-190	2022-11-05	Vehicle Collision	Feeder Rd E, Wainfleet
22-191	2022-11-05	Medical Assist - VSA	Perry Rd, Wainfleet
22-192	2022-11-06	Vehicle Collision	Feeder Rd W, Wainfleet
22-193	2022-11-06	Fire – Structure Fire	Feeder Rd E, Wainfleet
22-194	2022-11-06	Automatic Aid – Restaurant deep fryer fire	Main St W, Port Colborne
22-195	2022-11-07	Automatic Aid – Structure Fire	Second Conc. Rd, Port Colborne
22-196	2022-11-07	Vehicle Collision	Wellandport Rd, Wainfleet
22-197	2022-11-09	Water Rescue	Lakeshore Rd, Wainfleet
22-198	2022-11-09	Automatic Aid – Industrial Business Fire	Elm St, Port Colborne
22-199	2022-11-11	Vehicle Collision	Wellandport Rd, Wainfleet
22-200	2022-11-11	Automatic Aid – False Alarm	Main St W, Port Colborne
22-201	2022-11-12	Spill - Gasoline or Fuel	Willford Rd, Wainfleet
22-202	2022-11-15	Vehicle Collision	Regional Road 27, Wainfleet
22-203	2022-11-15	Medical Assist - Respiratory Condition	Gents Rd, Wainfleet
22-204	2022-11-15	Vehicle Collision	Highway 3, Wainfleet
22-206	2022-11-21	Medical Assist - Choking	Traver Rd, Wainfleet
22-205	2022-11-21	Vehicle Collision	Highway 3, Wainfleet
22-207	2022-11-23	Call cancelled on route	Concession 1 Rd, Wainfleet
22-208	2022-11-25	Fire – Structure Fire	Youngs Rd S, Wainfleet
22-209	2022-11-25	Overheat– Central Vacuum	Port Colborn Rd N, Wainfleet
22-210	2022-11-26	Overheat – Gas stove	Highway 3, Wainfleet
22-211	2022-11-28	Vehicle Collision	Regional Road 24, Wainfleet
22-212	2022-11-29	Medical Condition - Respiratory Condition	Augustine Rd, Wainfleet
22-213	2022-12-01	Water Rescue	Wellandport Rd, Wainfleet
22-215	2022-12-02	Vehicle Collision	Regional Road 24, Wainfleet
22-214	2022-12-02	Alarm Activation – Equipment Malfunction	Lakeshore Rd, Wainfleet
22-216	2022-12-09	Medical Assist - Alcohol or drug related	Marshagan Rd, Wainfleet
22-217	2022-12-14	Medical Assist - VSA	Marr Rd, Wainfleet
22-218	2022-12-16	Medical Assist - Unresponsive	Maple Rd, Wainfleet
22-219	2022-12-17	Medical Assist - Seizure	Regional Road 27, Wainfleet
22-220	2022-12-20	Alarm Activation - Equipment	Putman Rd, Wainfleet
22-222	2022-12-23	Public Hazard – Arcing Power Lines	Lakeshore Rd, Wainfleet
22-221SB	2022-12-23	Staging at Stations for Winter Storm	Lakeshore Rd, Wainfleet
22-221	2022-12-23	Fire – Equipment Building	Case Rd, Wainfleet
22-223SB	2022-12-24	Staging at Station	Highway 3, Wainfleet
22-229	2022-12-24	Call cancelled on route	Highway 3, Wainfleet
22-228	2022-12-24	Medical Assist - Respiratory Condition	Abbey Rd, Wainfleet
22-227	2022-12-24	Vehicle Collision	Burnaby Rd, Wainfleet
22-226	2022-12-24	Fireplace Concern – Requires Servicing	Willford Rd, Wainfleet
22-225	2022-12-24	Vehicle Collision	Regional Road 27, Wainfleet
22-224	2022-12-24	Public Hazard - Natural Gas Leak	Lakeshore Rd, Wainfleet
22-223	2022-12-24	Public Hazard - Natural Gas Leak	Bellevue Beac Rd, Wainfleet
22-230	2022-12-25	Alarm Activation - Generator in house	Lakeshore Rd, Wainfleet
22-231	2022-12-26	Medical Assist - Seizure	Highway 3, Wainfleet
22-232	2022-12-29	Vehicle Collision	Regional Road 24, Wainfleet

APPARATUS & EQUIPMENT

Apparatus

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

Engine 2 (1999 International), continues to require regular repairs. During the annual safety inspection, it was noted that the air-lines and fittings that operate the braking system be completely replaced. While this work was completed in Q3, it was discovered that the turbo and waste gate had failed, and that parts of the exhaust system were also in need of replacement. This truck was supposed to be replaced in 2019, however it has been deferred several years in anticipation that the new station would provide the space required for a new truck. As it continues to age and deteriorate, its ability to operate reliably as a front-line apparatus during emergency responses becomes both a public safety concern and a firefighter health and safety issue.

Engine 4 (2018 International) continues to have exhaust system issues. Staff are working with both the service shop and the manufacturer to have this addressed through warranty. A temporary solution has been implemented until parts can be sourced for a permanent repair.

All other apparatus continues to be cycled through for their annual safety inspections and various maintenance items.

Following Council's approval of the 2022 Capital Budget, for a new Squad (Heavy Duty Crew Cab pickup truck). Council approved the purchase of a 2023 GMC Sierra 2500HD from Niagara Motors, which was delivered in September of 2022. The vehicle was then sent to up-fitters for the installation of the graphics, cap, bed-slide, emergency warning equipment (lights & sirens) and radio communications equipment. The vehicle was placed in service on December 9, 2022.

As previously reported, the purpose of this truck is to serve as a multi sole response and support vehicle. During the grass fire season, it will be loaded with wildland firefighting equipment and pre-connected to the UTV as a "Brush truck". However, during structure fire responses it will be utilized to transport personnel and equipment to and from the scene. Additionally, as part of our "Cancer Prevention Plan" it will be used as a "Decon." truck, where all contaminated equipment, gear & PPE, post fire incident, will be bagged and transported in the bed of the truck, reducing contamination of the passenger compartments of other apparatus and personal vehicles.



FACILITIES**Existing Stations**

Council approved the Capital budget in March of 2022, which included a continuance of repairs and investments into Stations 3 (Burnaby) and 4 (Schwoob). These projects include:

Station #	Description	Status
Station 2	Storage Cabinets	Complete
Station 3	Repair of Concrete Sidewalk	Project Deferred to 2023
Station 4	PPE Storage	Project Deferred to 2023
Station 3&4	Interior Wall Painting	Complete
Station 4	Floor repairs & Coating	Project Deferred to 2023
Station 4	Foundation Repair	Complete

While completing the foundation repair at station 4 (Schwoob), it was discovered that much of the block walls do not have a footing and were placed directly on the clay. With this discovery, staff engaged an engineer to inspect the foundation. They reported that there are footings and piers for the steel posts and point loads, and that there is no concern for the safety of the building. However, this lack of support for the block walls, provides an explanation for the movement and cracking and water infiltration of the block.

Staff have asked the engineer to determine if the existing structure can be upgraded to a post disaster building. Initial discussions were that it is not and cannot become post disaster rated, however, a forthcoming report from the engineer will provide further detail.

Central Fire Station Project

Work continues on the Central Fire Station project. Below is a list of key tasks that have been completed.

Month	Benchmark
October	<ul style="list-style-type: none"> In-floor radiant heat piping complete Floor slab complete Structural steel columns completed Load bearing masonry commenced
November	<ul style="list-style-type: none"> Load bearing masonry ongoing Electrical rough-ins within masonry Mechanical rough-ins within masonry
December	<ul style="list-style-type: none"> Load bearing masonry complete Roof trusses and sheathing complete Mezzanine stair and metal decking installed Attic space electrical conduit installed Roof membrane commenced

PROFESSIONAL DEVELOPMENT, TRAINING & CERTIFICATION**Regular/Weekly Training**

Lead Topic	Sub-Topics and Description
Fire Ground Operations	Practical – Deploy a fire attack handline, force entry through a locked door, advance a charged hose-line into a structure, apply an effective hose streams for fire suppression.
Fire Ground Operations	Practical - Conduct a size up and pre-plan various structures within the station's response area.
Firefighter Survival & Rescue	Practical – SCBA air emergencies, reduced profile evacuation techniques, wire disentanglement, self rescue
Apparatus Operations	Practical – Apparatus inspections, pumping from a pressurized and a static water source, fire hose and fire streams.
Motor Vehicle Collision Operations	Practical – Identify, and conduct various Vehicle Stabilization techniques utilizing different equipment and methods.
Personal Protective Equipment	Practical -Don, Doff, Inspect, Clean & Maintain PPE & Respiratory Protection
Communications	Practical – Fireground radio communications – Initial Radio Reports, Follow Up reports, and Emergency Operations

Annual Training

As required in the WVFPA Collective Agreement, all firefighters must attend 1 Live Fire training event annually. Due to WFES not having dedicated training facilities, WFES utilized the Fort Erie Fire Training Tower for these training events. This requires at least half of the department personnel and equipment to be out of service and out of the township during these events.

**Testing & Certification**

As part of our ongoing Firefighter certification program, during October and November, WFES conducted both NFPA 1002 – Pump Operations and NFPA 1072 –Hazardous Materials Awareness and Operations courses.

On December 3, 2023, WFES hosted approved NFPA Certification Testing administered through the OFMEM Academic Standards & Evaluating (AS&E) branch. Results of that testing should be delivered in Q1 of 2023.

NFPA Certification	# of Personnel
NFPA 1072 – Hazardous Materials - Awareness	5
NFPA 1072 – Hazardous Materials - Operations	5
NFPA 1002 – Pump Operations	5

PRIORITIES

The priorities for the first quarter of 2023 include:

- 2023 Recruitment Training
- Investigate Alternate Training Facilities and Options
- Continue work on Central Fire Station
- Completion of any outstanding 2022 Capital projects
- Continue work on Community Risk Assessment and Fire Services Gap Analysis
- 2023 Budget preparations

OPTIONS/DISCUSSION:

None.

FINANCIAL CONSIDERATIONS:

None.

OTHERS CONSULTED:

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

ATTACHMENTS:

- 1) Appendix “A” - Year to Date Incident Statistics

Respectfully submitted by,

Approved by,

Morgan Alcock
Fire Chief/CEMC

William Kolasa
Chief Administrative Officer

APPENDIX "A" TO FSR-010/2022

WAINFLEET FIRE & EMERGENCY SERVICES 2022 MONTHLY DISPATCHES BY DETERMINANT

Determinant Group	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	2021	% Change
STRUCTURE FIRE	1	2	3	1	1	1	0	0	1	2	2	1	15	9	66.7%
PRELIMINARY ALARM	0	1	0	0	0	0	0	0	0	1	2	0	4	0	0.0%
REMOTE ALARM	2	2	1	0	2	1	3	1	0	3	0	1	16	15	6.7%
VEHICLE FIRE	1	0	0	0	0	1	0	0	0	0	1	0	3	7	-57.1%
GRASS/TREE/BRUSH	0	0	0	1	0	0	0	1	0	2	0	0	4	9	-55.6%
BURNING COMPLAINT	0	0	1	1	1	0	2	3	1	0	0	0	9	14	-35.7%
OTHER FIRE	0	1	0	0	0	1	2	0	0	2	0	1	7	13	-46.2%
MVC	3	3	2	1	3	5	7	2	4	8	7	3	48	42	14.3%
GENERAL/TECH RESCUE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
MEDICAL	6	5	4	7	8	6	8	5	9	7	7	6	78	42	85.7%
CARBON MONOXIDE	0	0	0	0	0	0	1	0	1	0	0	2	4	10	-60.0%
HAZMAT	0	0	0	0	0	0	0	0	0	0	0	0	0	1	-100.0%
EMERGENCY ASSIST	1	0	1	1	1	1	0	2	2	2	1	4	16	4	300.0%
NON EMERG/ASSIST	0	0	0	0	0	0	0	0	0	0	0	1	1	4	-75.0%
ICE/WATER RESCUE	0	0	0	0	0	2	1	0	0	0	1	1	5	2	150.0%
UNKNOWN 911	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0.0%
Total Responses Within Municipality	14	14	12	12	16	18	24	15	18	27	21	20	211	172	22.7%
Total Responses Out of Jurisdiction (Other)	0	0	1	0	0	1	0	0	0	0	0	0	2	1	
To Port Colborne	0	0	0	2	3	2	3	4	0	2	4	0	20	0	
2022 TOTAL	14	14	13	14	19	21	27	19	18	29	25	20	233		
2021 TOTAL	13	12	11	6	22	12	18	17	17	15	14	16	173		
% CHANGE	7.7%	16.7%	18.2%	133.3%	-13.6%	75.0%	50.0%	11.8%	5.9%	93.3%	78.6%	25.0%	34.7%		

2022 Multi-Hazard Weather Event “Christmas Eve Blizzard”

Pre-Storm Planning, Initial Response & Recovery



Background

Complex Multi-Hazard Weather Event which included the following hazards:

- Wind Storm
 - Seiche
 - Flooding
 - Flash Freeze
 - Blizzard
-
- Additional secondary hazards resulted in significant complications and challenges



Event Timeline

December 21

- Northern Niagara: Special Weather Statement
- Southern Niagara: Winter Storm Watch Issued, Flood Warning Issued for Lake Erie shoreline

December 22

- Northern Niagara: Special Weather Statement upgraded to Winter Storm Warning
- Southern Niagara: Winter Storm Watch upgraded to “Blizzard Warning” with a “Crippling blizzard Friday into Saturday”

December 23

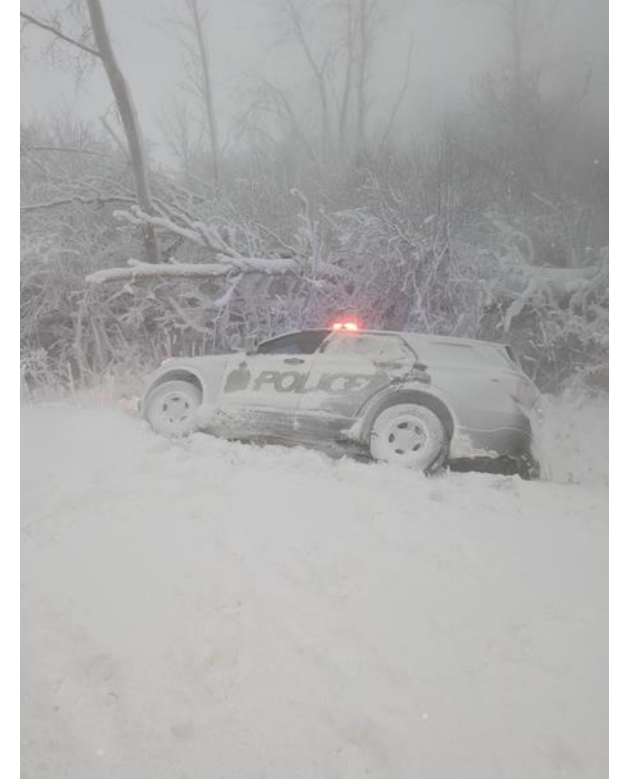
- Conditions rapidly deteriorated approx. 7:00-8:00am Friday with arrival of storm front and flash freeze
- Winds pick up and trigger hazards including, extremely poor visibility, seiche, wind chills (-25 to -30C) & power outages
- Extremely dangerous travel conditions in Southern Niagara



Event Timeline

December 24

- Blizzard warning continues for Southern Niagara due to lake effect band.
- Weather advisory issued for Northern Niagara
- Damaging wind gusts between 100-120km/h continue to persist throughout the day
- Widespread power outages
- Extreme cold wind chill near -20C for Southern Niagara
- Extremely dangerous travel conditions continue with several vehicles either losing track of the road and going into ditches or becoming stuck in large drifts.
- Both Plows and Emergency Vehicles are impacted and in some cases unable to get through
- Fire Chiefs & CEMC from Fort Erie, Port Colborne & Wainfleet report higher than normal travel related calls despite blizzard conditions.
- Flood waters begin to recede, however low lying areas with poor drainage freeze solid.
- Alert Ready messaging for Southern Niagara issued at approximately 14:15
- Blizzard conditions begin to wane as system pushes south between 10pm and midnight



Event Timeline

December 25-26

- Snowsquall Watch & Warning issued with continued localized poor visibility
- Fort Erie, Port Colborne & Wainfleet opened warming centers
- Public Works mutual aid activated with Northern Niagara municipalities and Niagara Region providing plows and equipment to begin road clearing operations.
- Heavy Tow contractors retained by the Province if required

December 26-30

- Warm weather forecasted for Dec. 28 raised the concern for Secondary Flooding as storm drains and outlets were frozen and packed with ice jams
- NPCA conducts surveys to determine flood risks
- NRP Drone conducted aerial damage assessments and drain outlet impacts
- Public Works moves to clearing and opening drains
- Increased media & public interest in ice covered structures along the lake shore result in public interference with recovery efforts. NRPS begins patrols of impacted areas.



Southern Niagara Experience

- Not all areas under the blizzard warning had the same conditions
- Southern Niagara experience the most severe conditions with:
 - Extremely long blizzard conditions with lake effect band
 - Significant longer duration and intensity of wind gusts and sustained wind speeds
- Environment Canada cannot accurately measure snowfall amounts due to winds.
- Environment Canada recorded the highest wind gust at Port Colborne over 125km/h
- Sustained winds of 80-110km/h along the lake shore for 24-36hours.
- *Unofficial wind reading at the Peace Bridge in excess of 150km/h



Township of Wainfleet Experience

Date	Time	Note
Dec. 21, 2022	15:00	Regional Emergency Operations Centre (REOC) circulates Storm Update # 1 & Forecast Information to Wainfleet CEMC & ECG
	21:15	REOC circulates Storm Update # 2 & Forecast Information to Wainfleet CEMC & ECG
Dec. 22, 2022	09:00	REOC circulates Storm Update # 3 & Forecast Information to Wainfleet CEMC & ECG
	12:00	Wainfleet Emergency Control Group (ECG) meets to discuss storm forecast and preplan response.
	14:15	Township of Wainfleet Facility Closure messaging prepared and published by Emergency Information Officer (EIO)
	16:20	REOC circulates Storm Update # 3 & Forecast Information to Wainfleet CEMC & ECG
	21:15	South Niagara Fire Chiefs meet to discuss storm forecast, response planning, mutual aid and meeting schedules.



Township of Wainfleet Experience

Date	Time	Note
Dec. 23, 2022	06:10	WFES responds to structure/equipment fire – Case Rd.
	07:30	Winds pick up, temperature begin to drop and precipitation shifts from rain to snow
	07:45	South Niagara Chiefs meet to discuss current observations and report any changes to plan
	08:00	WFES personnel staff stations for emergency response capacity
	09:00	REOC circulates Storm Update # 5 & Forecast Information to Wainfleet CEMC & ECG
	09:30	Operations declares “Significant Weather Event”
	10:00	Emergency Management Niagara Committee (EMNC) meeting: Situation report and Regional messaging to be publishes re. wind & road hazards.
	11:00	South Niagara Chiefs update: Call volume update. Several minor weather related incidents
	12:00	Wainfleet ECG meeting: Flooding beginning at Beach Rd. E & W and Side Rd 18. EIO to include AM610 & 2-1-1 to distribution list for public messaging broadcasts.
	12:15	NPCA issues Lake Erie Flood Warning Update #1



Township of Wainfleet Experience

Date	Time	Note
Dec. 23, 2022	13:00	Whiteout conditions observed, with travel becoming dangerous
	13:20	REOC circulates Storm Update # 6 & Forecast Information to Wainfleet CEMC & ECG
	16:00	Public Works pulls personnel and equipment off the roads due to poor visibility and unsafe conditions
	17:45	REOC circulates Storm Update # 7 & Forecast Information to Wainfleet CEMC & ECG
	19:00	WFES responds to trees across Lakeshore Rd. & arcing hydro lines. (HydroOne not responding)
	21:00	MTO pulls personnel and equipment off the highway due to poor visibility and unsafe conditions
Dec. 24, 2022	05:05	WFES response: Ruptured Gas Line – Belleview Beach Rd. (Enbridge not responding)
	06:15	WFES response: Gas Odour Investigation - Lakeshore Rd. (Enbridge not responding)
	07:00	South Niagara Chiefs meet with REOC Re. Declaration of Emergency and request Emergency Alert Broadcast



Township of Wainfleet Experience

Date	Time	Note
Dec. 24, 2022	08:00	Operations staff attempt to access facilities and begin winter control operations.
	08:00	WFES personnel staff stations for emergency response capacity
	08:40	REOC circulates Storm Update # 8 & Forecast Information to Wainfleet CEMC & ECG
	09:00	EMNC meeting with NRP and Emergency Social Services: Re. Warming Centres and Emergency Shelters Request for NRP to close roadways – no action Request for Emergency Alert broadcast - REOC to draft and provide PEOC messaging
	09:30	Township of Wainfleet Declares Emergency – REOC & PEOC notified
	10:50	CEMC submits Alert Ready messaging
	11:30	WFES response: MVC Regional Rd. 27 – Delayed Response
	11:35	Fire Chief notifies dispatch of Emergency Declaration. WFES suspends Level of Service moves to Life Threatening Emergencies Only.
	11:45	WFES & Public Works moves to Joint Emergency Response protocol



Township of Wainfleet Experience

Date	Time	Note
Dec. 24, 2022	12:00	Public Works pulls personnel and equipment off the roads due to poor visibility, unsafe conditions and abandoned vehicles blocking roadways
	12:30	WFES response: Emergency Investigation – Willford Rd. – Delayed Response
	13:30	WFES response: Emergency Assistance- Burnaby Rd. – Engine 3 only
	13:50	WFES response: Medical Assistance – Abbey Rd. – Rescue 2 only.
	14:18	WFES response: Non-Emergency Assistance – Service not provided
	14:30	CEMC meeting with CAO's, REOC and PEOC on Emergency Alert broadcast
	14:45	Emergency Alert broadcast issued for Fort Erie, Port Colborne & Wainfleet
	17:00	REOC circulates Storm Update # 9 & Forecast Information to Wainfleet CEMC & ECG
	17:30	WFES personnel rescue Niagara Region roads contractor from stuck vehicle on Station Rd
	18:30	South Niagara CEMCs arrange with ESS & Red Cross for the opening of Warming Centres
	23:00	REOC circulates Storm Update # 10 & Forecast Information to Wainfleet CEMC & ECG



Township of Wainfleet Experience

Date	Time	Note
Dec. 25, 2022	07:30	South Niagara CEMCs meet with REOC on conditions & preparations for warming centres
	07:58	WFES response: Carbon Monoxide Alarm – Lakeshore Rd.
	08:00	Public Works crews begin road clearing operations
	09:00	ECG meeting to discuss warming centre operations and staffing
	09:50	REOC circulates Storm Update # 11 & Forecast Information to Wainfleet CEMC & ECG
	11:00	Warming Centre is operational at the Moore Rm.
	11:30	Staff begin door to door wellness checks and warming centre messaging to residents along the lake shore areas.
	12:30	St. Catharines & Niagara Region plows arrive to assist Wainfleet with road clearing
	14:45	REOC circulates Storm Update # 12 & Forecast Information to Wainfleet CEMC & ECG
	15:00	Regional CERT & Red Cross arrive with supplies, food and staffing for the warming centre



Township of Wainfleet Experience

Date	Time	Note
Dec. 25, 2022	16:00	Road patrols continue along hardest hit areas to determine priority areas and note abandoned or stuck vehicle locations.
	21:00	Warming Centre closed for the evening
Dec. 26, 2022	08:20	WFES Response: Medical Assist – Highway 3
	09:00	Warming Centre Opens
	10:25	REOC circulates Storm Update # 14 & Forecast Information to Wainfleet CEMC & ECG
	11:00	South Niagara CEMCs, REOC, ESS & NEMS & NRP recovery planning meeting
	12:00	Warming Centre Closed
	15:00	ECG meeting – Recovery planning and Flood risk information.
	17:00	South Niagara CEMCs, REOC, ESS & NEMS & NRP – Situation Report & Planning meeting
	20:00	REOC & NRP aerial observation planning meeting



Township of Wainfleet Experience

Date	Time	Note
Dec. 27, 2022	09:00	Public Works and Hydro One begin joint operations along Beach Rd. E.
	10:00	Flooding reported in low lying areas due to blocked drains
	11:00	CEMC, Regional EM & NRP Drone team conduct aerial observations for damage assessments and drain impacts at: <ul style="list-style-type: none">• Beach Rd. East & West• Lakeshore Rd. & Side Rd. 18• Eagle Marsh Drain outlet at Port Colborne
	12:30	Significant Weather Event lifted
	16:20	Lakeshore Rd. between Burnaby Rd. & Station Rd. and Side Rd. 18 reopened
	16:30	Beach Rd. East reopened
	16:40	Termination of Emergency submitted to PEOC, and issues News Release – ECG moves to recovery phase



Township of Wainfleet Experience

Key Highlights:

- Some residents had evacuated before the storm started
- Self organized group of citizens took to assisting people in need*
- Warming Centre was established but not used by the citizens
- Many community members took in neighbours and looked after each other
- Compared to other municipalities, much less strain was placed on our services
- Many permanent residents self reliant and resilient
- 72hour Emergency Preparedness especially important during winter months
- Municipal & Regional partnerships were key to effective response and early recovery

**Unorganized volunteers can place themselves and emergency services in unnecessary risks and may be open to liability for negative outcomes*



Township of Wainfleet Experience



December 23, 2022
Flooding Begins



Township of Wainfleet Experience

Our pine tree came down and the roots snapped the natural gas line by the road. Embridge called coming out. BellviewBeach Rd. Merry Christmas!



December 24, 2022
WFES Responses



Township of Wainfleet Experience



EMERGENCY ALERT / ALERTE D'URGENCE

now



The Town of Wainfleet is requesting that all non-emergency travel be avoided. Blizzard conditions continue. Venturing out could put you in extreme danger. Emergency first responders like police fire, and EMS may be physically unable to respond to calls. Hazards on the roadways include downed trees and hydro lines, drifting snow, flooding and abandoned vehicles.

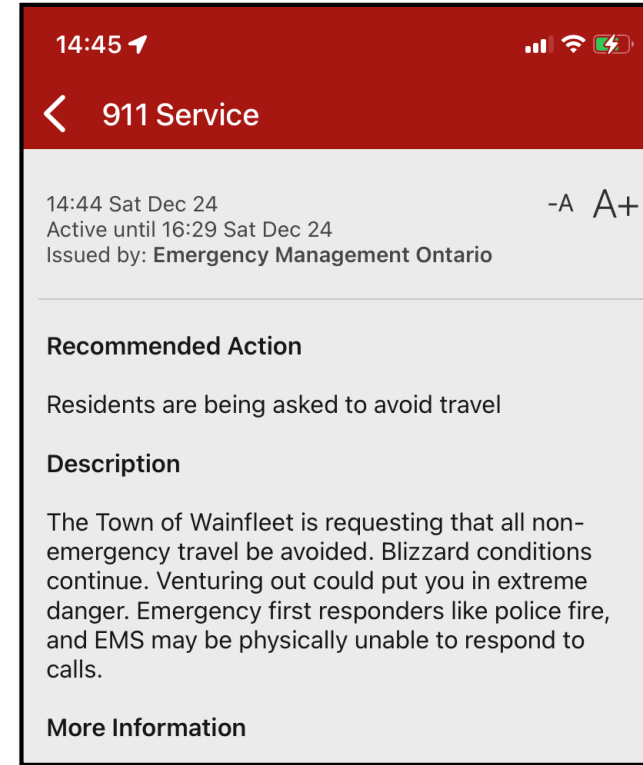
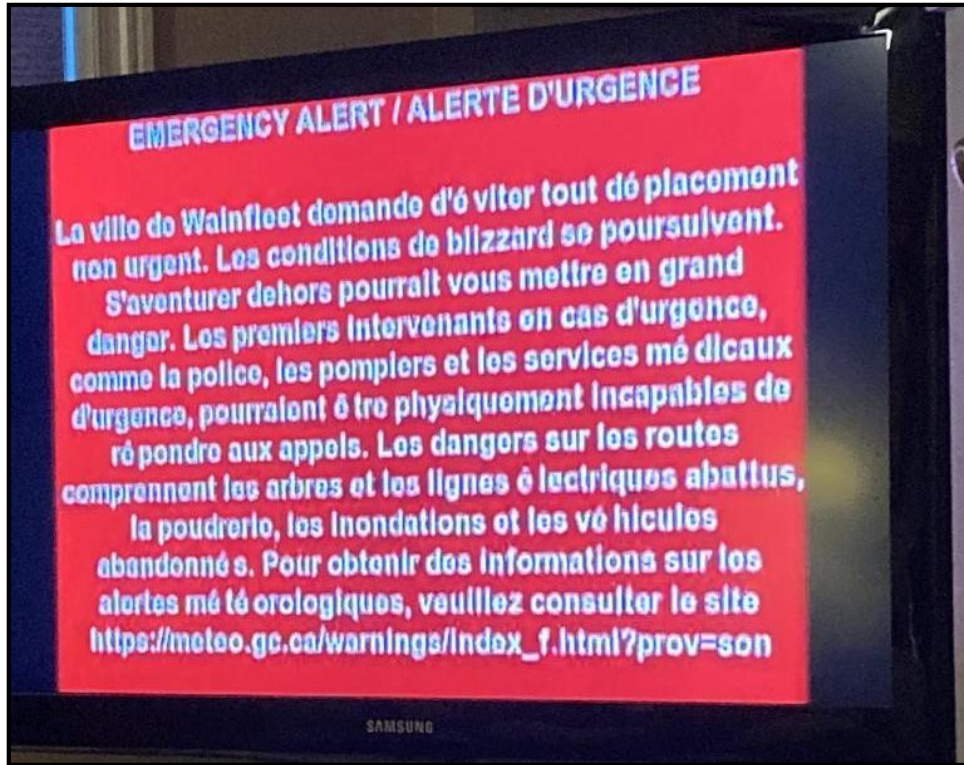
December 24, 2022

Emergency Service delivery was impacted due to severe whiteout conditions

Emergency Alert Broadcast Issued



Township of Wainfleet Experience



December 24, 2022

Emergency Service delivery was impacted due to severe whiteout conditions

Emergency Alert Broadcast Issued



Township of Wainfleet Experience

Merry Christmas to all Fleeters. Want to give a huge thank you to our fire chief Morgan Alcock for stopping traffic on highway 3 this morning so I could attempt the rescue of my truck. Thanks for keeping us safe.



December 25, 2022
Abandoned vehicles hamper road clearing efforts



Township of Wainfleet Experience



December 25, 2022

St. Catharines & Niagara Region plows arrive to assist road opening operations



Township of Wainfleet Experience



December 25, 2022
Warming Centre



Township of Wainfleet Experience



December 25, 2022
Community Outreach and Damage Assessment



Township of Wainfleet Experience



December 25, 2022
Community Outreach and Damage Assessment



Township of Wainfleet Experience



December 26, 2022
HydroOne Arrives



Township of Wainfleet Experience



December 26, 2022
Joint Restoration Operations



Township of Wainfleet Experience



December 27, 2022
Road Re-openings



December 27, 2022
Secondary Flood planning and Aerial Damage Assessments



Questions?



Certificate of Appreciation

Township of Wainfleet

is proudly recognized for contributions to the

December 2022 Winter Storm

Thank you for your commitment and outstanding contributions
to the field of emergency management in Ontario.

January 16, 2023

A handwritten signature in black ink, appearing to read "Prabmeet Singh Sarkaria".

Prabmeet Singh Sarkaria

President of the Treasury Board and Minister Responsible for Emergency Management



TO: Mayor Grant & Members of Council

FROM: Sarah Ivins, Planner

DATE OF MEETING: February 7, 2023

SUBJECT: Condominium Agreement and Final Approval of Draft Plan of Condominium P01/2021W (Daniel & Kandace Bunz)

RECOMMENDATION(S):

THAT Planning Staff Report PSR-001/2023 be received; and

THAT the Mayor and Clerk be authorized to execute the draft condominium agreement with Bunz Properties & Management Ltd. attached as Appendix “B”, subject to any revisions deemed necessary by staff; and

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

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

EXECUTIVE SUMMARY:

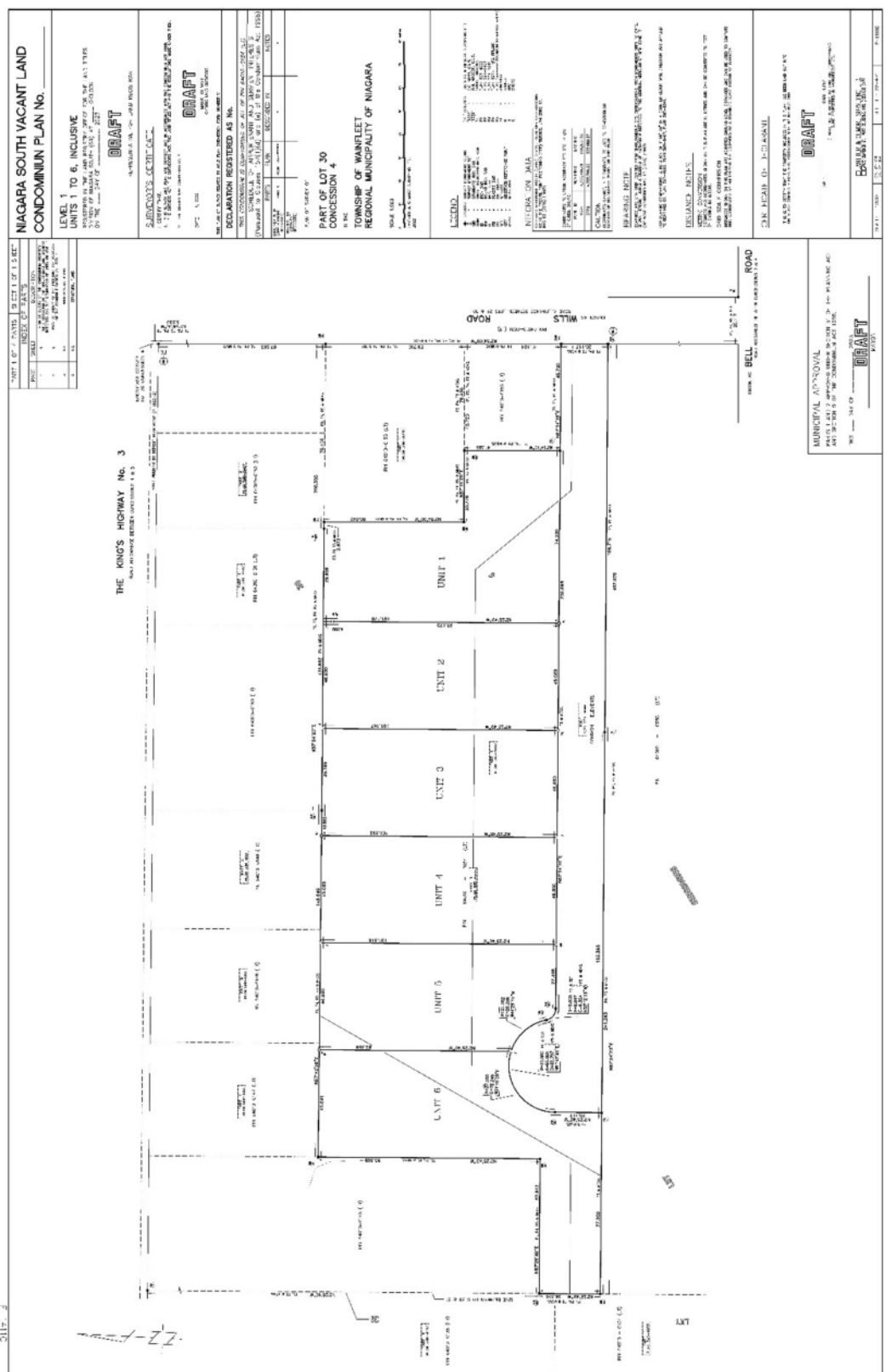
The purpose of this report is to obtain a Council decision regarding final approval of the draft plan of condominium, File No. P01/2021W (Daniel & Kandace Bunz) and to authorize a condominium agreement in order to control development of the subject lands.

BACKGROUND:

The subject lands are located on the west side of Wills Road just south of Highway #3 and is within the Hamlet of Winger. The subject property is 3.7495 hectares in size and the surrounding land uses include residential, commercial and agricultural.

The draft plan of condominium (File No. P01/2021W), shown below in Figure 1, was draft approved by Council on July 13, 2021. The draft plan proposes to create 6 units for single detached dwellings with private servicing and one block for a private road accessing Wills Road.

Figure 2 – Proposed Draft Plan of Condominium



As part of the draft approval for File No. P01/2021W, there are 43 conditions of a draft approval that are to be completed within three years of the draft approval (lapsing date being July 13, 2024).

OPTIONS/DISCUSSION:

The developer and their consultants have been working to address the 43 conditions imposed by the Township. All of the 43 conditions imposed on the draft approval have been, or will be, fulfilled. A chart listing the 43 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 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. 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, 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 utilized the condominium agreement from the Lakewood project as a template for this agreement, as the Lakewood agreement was heavily reviewed by the Township's lawyer and peer reviewed by an experienced development law firm. The agreement template was modified to suit the scale and needs of this development and reviewed by the Township's lawyer. Staff are satisfied that the draft agreement adequately addresses the conditions of draft approval.

Amendment to Road Names By-law

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

FINANCIAL CONSIDERATIONS:

Schedule E (Financial Obligations and Costs of Construction) of the draft condominium agreement 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) Township Legal

ATTACHMENTS:

- 1) Appendix "A" – Conditions of Approval Chart
- 2) Appendix "B" – Draft 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 this draft approval applies to the Wills Gates Manor Draft Plan of Condominium, CON 4 PT LOT 30 RP 59R4992 PART 1 EXCEPT RP 59R8241 PART 1, Township of Wainfleet prepared by LandPRO Planning Solutions Inc. dated February 18, 2021.	Township	N/a	No action required – general note.
2	That the headings inserted in these conditions of draft approval 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.
3	That this draft approval is for a period of three (3) years. Draft 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 draft approval has lapsed. If the Owner wishes to request an extension to the draft approval, a written request with an explanation of why the extension is required must be submitted for Township Council’s consideration, prior to the lapsing date.	Township	Complete upon final approval	Provided final approval is granted before this date, this condition is satisfied.
4	That if final approval is not given to this draft plan within three (3) years of the approval date, and no extensions have been granted, approval will lapse under Section 51 (32) of the <i>Planning Act R.S.O. 1990, c. P.13</i> .	Township	N/a	No action required – general note.
5	That prior to final approval, the Owner shall provide three (3) paper copies and an electronic copy of the pre-registered 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 plan and letter regarding final approval have been submitted.
6	That it is the Owner’s responsibility to fulfill the conditions of draft plan approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Township, quoting file number P01/2021W and referencing the conditions that are cleared.	Township	Complete	Clearance letters have been provided.

No. Condition		Agency Approval	Status	Staff Comments
AGREEMENTS AND FINANCIAL REQUIREMENTS				
7	That prior to final approval, the Owner shall enter into a suitable Condominium Agreement with the Township. The Condominium Agreement shall contain all matters set out as conditions of approval as deemed necessary in this decision and any other matters deemed appropriate by the Township to satisfy all requirements, financial or otherwise. The Condominium Agreement shall be registered against the lands to which it applies prior to registration of the plan of condominium and shall be completed at the Owner's expense.	Township	Complete upon execution of the agreement.	Council authorization of the draft condominium agreement is required before execution.
8	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 Agreement.	Township	Complete.	Certificate has been submitted.
9	That prior to any site alteration, the Condominium Agreement between the Owner and the Township of Wainfleet shall be registered 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 draft condominium agreement is required before execution and registration.
LAND TRANSFERS AND EASEMENTS				
10	That prior to final approval, the Owner agrees to deed any and all easements that may be required for utility and drainage purposes be granted to the appropriate authorities, free and clear of all encumbrances.	Township	Complete	Condominium agreement contains appropriate clauses.
TOWNSHIP – PLANNING				
11	That prior to final approval, the zoning by-law amendment application (File No. Z04/2021W), 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	Zoning By-law Amendment application Z04/2021W) was approved on July 13, 2021 and is now in effect.
12	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.

No.	Condition	Agency Approval	Status	Staff Comments
13	That the Owner pay 5% cash-in-lieu of parkland dedication in accordance with Section 51 of the Planning Act.	Township	Complete	Schedule E of the condominium agreement contains payment of cash-in-lieu of parkland dedication.
14	That prior to final approval, the Owner shall submit a landscape plan and streetscape plan of the private road illustrating the location of on-street parking, street trees, community mailbox locations, regulatory signage and street lighting to the satisfaction of the Planner and Manager of Operations.	Township	Complete	Landscape plan has been approved.
15	That the private road within the development be named to the satisfaction of the Planner and Manager of Operations, in accordance with the road naming policies in the Township’s Municipal Addressing Policy.	Township	Complete	Proposed private street name complies with the Township’s road naming policy.
16	<p>That the Condominium Agreement between the Owner and the Township contain provisions whereby the Owner agrees to include the following warning clause in all offers of purchase and sale or lease of each dwelling unit:</p> <p><i>“The lands in the plan of condominium may be exposed to noise, odour and dust from nearby agricultural operations and agricultural-related traffic that may occasionally interfere with some activities of the owners who may occupy the lands.”</i></p>	Township	Complete upon execution and registration of the agreement	Condominium agreement contains appropriate clauses.

No. Condition		Agency Approval	Status	Staff Comments
TOWNSHIP – OPERATIONS				
17	<p>That prior to final approval, 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 Environment documents entitled Stormwater Management Planning and Design Manual, March 2003 and Stormwater Quality Guidelines for New Development, May 1991, or their successors to the Manager of Operations for review and approval:</p> <ul style="list-style-type: none">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;d. Detailed costs to construct the stormwater management facility with benefitting area costs breakdown. <p>Note: The Township may require that such plans be peer reviewed by a qualified engineer at the Owner's expense.</p>	Township	Complete	Stormwater management plan and drawings have been approved.
18	That the Condominium Agreement between the Owner and the Township contain provisions whereby the Owner agrees to implement the approved plan(s) required in accordance with the approved Stormwater Management Plan.	Township	Complete upon execution and registration of the agreement	Condominium agreement contains appropriate clauses.
19	That the Condominium Agreement between the Owner and the Township contain a clause indicating that all infrastructure within the development is private and owned by the condominium corporation.	Township	Complete upon execution and registration of the agreement	Condominium agreement contains appropriate clauses.
20	That the Condominium Agreement between the Owner and the Township contain a clause that the Township's Operations Department will not provide any snow plowing and/or sanding within the condominium.	Township	Complete upon execution and registration of the agreement	Condominium agreement contains appropriate clauses.

No.	Condition	Agency Approval	Status	Staff Comments
21	That the Owner provide sufficient space to accommodate snow storage within the development and the Condominium Agreement between the Owner and the Township shall contain a clause that the condominium corporation will not plow snow into the municipal road allowance.	Township	Complete	Snow storage provided within subject lands and condominium agreement contains appropriate clauses.
22	That the Condominium Agreement between the Owner and the Township contain provisions whereby the Owner agrees that during the construction of the development site that the site will be kept in a reasonably tidy condition so that the raising of dirt and dust is kept to a minimum and that all municipal roads adjacent to and in the vicinity of the development are kept clean of mud and debris.	Township	Complete upon execution and registration of the agreement	Condominium agreement contains appropriate clauses.
23	That prior to final approval, the Owner shall submit detailed construction plans showing the entrance and private road design, to the satisfaction of the Manager of Operations.	Township	Complete	Drawings have been reviewed and approved.
24	That the Condominium Agreement between the Owner and the Township contain a clause requiring that the Owner grade the private road 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 execution and registration of the agreement	Condominium agreement contains appropriate clauses.
25	That prior to final approval, the Owner shall submit detailed design drawings for decorative street lighting facilities required to service the development to the satisfaction of the Manager of Operations. Street lighting shall be provided in such a way that minimizes light pollution on neighbouring properties.	Township	Complete	Drawings have been reviewed and approved.
26	That prior to any construction activities taking place within the Township road allowance (Wills Road), the Owner shall obtain a Temporary Works Permit from the Operations Department.	Township	Complete upon execution and registration of the agreement	Condominium agreement contains appropriate clauses.

No. Condition		Agency Approval	Status	Staff Comments
27	That the Condominium Agreement between the Owner and the Township contain a clause requiring the completion of apportionment agreements for the Big Forks Municipal Drain, to be completed by an engineer at the expense of the Owner.	Township	Complete upon execution and registration of the agreement	Condominium agreement contains appropriate clauses.
TOWNSHIP – FIRE AND EMERGENCY SERVICES				
28	That Condominium Agreement between the Owner and the Township contain provisions whereby the Owner agrees to grant emergency access easements within the private road, which meet Ontario Building Code requirements and are accessible at all times, to the satisfaction of the Fire Chief.	Township	Complete upon execution and registration of the agreement	Condominium agreement contains appropriate clauses.
29	That prior to final approval, the Owner shall provide details regarding the provision of water for firefighting purposes, completed by a qualified engineer, to the satisfaction of the Fire Chief and Chief Building Official.	Township	Complete	Drawings have been reviewed and approved.
UTILITIES				
30	That prior to final approval, the Owner shall submit a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities, to the satisfaction of all affected agencies. The Owner shall enter into any agreements required by affected agencies.	Bell Canada Enbridge Hydro One Township	Complete	Drawings have been reviewed and approved.
31	That the Condominium Agreement between the Owner and the Township contain provisions whereby the Owner agrees to install and construct hydro electric, telephone, gas, television cables services and any other form of telecommunication services as underground facilities, as approved on the composite utility plan, to the satisfaction of the Township and all affected agencies.	Township	Complete upon execution and registration of the agreement	Condominium agreement contains appropriate clauses.

No. Condition		Agency Approval	Status	Staff Comments
NIAGARA REGION – PLANNING AND DEVELOPMENT SERVICES				
32	That the Condominium Agreement contain provisions whereby the owner agrees to implement the recommendations of the Hydrogeological Assessment, prepared by Terra Dynamics Consulting Inc. (dated October 29, 2020), including that water be supplied by cistern for each unit, and that both the cistern and the private sewage system meet Ontario Building Code (OBC) and Niagara Peninsula Conservation Authority (NPCA) setbacks, including a recommended setback from the entirety of the external condominium boundary.	Niagara Region	Complete upon execution and registration of the agreement	Regional clearance has been provided.
33	That a full soil sampling analysis, as required by a Phase Two Environmental Assessment (ESA), in accordance with the Environmental Protection Act and associated regulations, as amended, outlining the levels of all contaminants in the applicable Site Conditions Standards, be submitted to the satisfaction of Niagara Region. A reliance letter from a Qualified Professional (QP) shall be submitted to Niagara Region, to indicate that, despite any limitations or qualifications included in the submitted reports/documents, the Region is authorized to rely on all information and opinions provided in the reports submitted, in order to clear this condition.	Niagara Region	Complete	Regional clearance has been provided.
34	If levels of contamination exceeding the applicable Site Condition Standards are found, any necessary remediation and/or risk assessment work, or Record of Site Condition (RSC) if required by the Environmental Protection Act and associated regulations as amended, shall be completed, filed on the Ministry of the Environment, Conservation and Parks’ Environmental Site Registry, and submitted to Niagara Region with a certification from a Qualified Professional that the development lands meet the applicable standard(s) of the intended land uses. If required, a copy of the Ministry of Environment, Conservation and Parks’ written acknowledgement of the filing of the RSC shall also be submitted in order to clear this condition.	Niagara Region	Complete	Regional clearance has been provided.

No.	Condition	Agency Approval	Status	Staff Comments
35	The owner/developer shall comply with the requirements of Niagara Region’s Corporate Waste Collection Policy, and prior to waste collection services commencing, the owner must complete the Application for Commencement of Collection and Indemnity Agreement with Niagara Region.	Niagara Region	Complete	Regional clearance has been provided.
36	That prior to final approval, the Township of Wainfleet must be in receipt of written confirmation that the requirements of each condition have been met satisfactorily and that all fees have been paid to the satisfaction of Niagara Region.	Niagara Region	Complete	Regional clearance has been provided.
37	<p>That prior to final approval for registration, a copy of the executed Condominium Agreement for the proposed development should be submitted to Niagara Region for verification that the appropriate clauses have been included. Niagara Region recommends that a copy of the draft agreement be provided in order to allow for the incorporation of any necessary revisions prior to execution.</p> <p>Note: Clearance requests shall be submitted to Niagara Region in accordance with the Memorandum of Understanding, which stipulates that requests for formal clearance of conditions are to be received and circulated to Niagara Region by the local municipality. The local municipality is also responsible for circulating a copy of the draft agreement, and Niagara Region is unable to provide a final clearance letter until the draft agreement is received. Niagara Region is committed to reviewing submission related to individual conditions prior to receiving the formal request for clearance; however only one formal clearance letter will be issued. In this regard, studies and reports (one hard copy and a PDF digital copy that is AODA compliant) can be sent directly to Niagara Region with a copy provided to the local municipality.</p>	Niagara Region	Complete upon execution and registration of the agreement	Council authorization of the draft condominium agreement is required before execution.

No.	Condition	Agency Approval	Status	Staff Comments
CANADA POST				
38	<p>That the owner shall complete, to the satisfaction of the Township of Wainfleet and Canada Post:</p> <ul style="list-style-type: none">a. Include on all offers of purchase and sale, a statement that advises the prospective purchaser that:<ul style="list-style-type: none">i. The home/business mail delivery will be from a designated Centralized Mail Box.ii. The developers/owners are responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.b. The owner further agrees to:<ul style="list-style-type: none">i. Work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the condominium.ii. Install a concrete pad in accordance with the requirements of and in locations to be approved by Canada Post to facilitate the placement of Community Mail Boxes.iii. Identify the pads above on the engineering servicing drawings. Said pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of condominium.iv. Determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.c. Canada Post's multi-unit policy, which requires that the owner/developer provide the centralized mail facility (front loading lockbox assembly or rear-loading mailroom [mandatory for 100 units or more]), at their own expense, will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.	Canada Post	Complete upon execution and registration of the agreement	Canada Post clearance has been received.

No. Condition		Agency Approval	Status	Staff Comments
BELL CANADA				
39	That the Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.	Bell Canada	Complete upon execution and registration of the agreement	Bell Canada clearance received.
40	That the Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.	Bell Canada	Complete upon execution and registration of the agreement	Bell Canada clearance received.
MINISTRY OF TRANSPORTATION				
41	That prior to final approval, the Owner shall submit to the Ministry of Transportation for their review and approval, a stormwater management report indicating the intended treatment of the calculated runoff.	MTO	Complete	MTO clearance received.
42	That prior to final approval, the Owner shall submit to the Ministry of Transportation for their review and approval, detailed grading, servicing and internal road construction plans.	MTO	Complete	MTO clearance received.
43	That the Condominium Agreement between the Owner and the Township contain a clause requiring Ministry Building and Land Use Permits for individual building lots within 180m from the centre point of Highway #3 and Wills Road, and 45m from all Ministry property limits. Ministry permits are required prior to any site grading being undertaken.	MTO	Complete upon execution and registration of the agreement	MTO clearance received.

APPENDIX “B”

Draft Condominium Agreement

**WILLS ROAD GATE MANORS CONDOMINIUM AGREEMENT
BUNZ PROPERTIES & MANAGEMENT LTD.
(FILE NO. P01/2021W)**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. DEFINITIONS.....	1
2. LANDS TO BE DEVELOPED	4
3. GENERAL PROVISIONS	4
4. SERVICING PLANS AND SPECIFICATIONS	6
5. DESIGN AND SUPERVISION OF CONSTRUCTION OF SERVICES	6
6. BY-LAW(S), DOCUMENTATION AND REGISTRATION	7
7. EASEMENTS FOR MUNICIPAL PURPOSES	8
8. GENERAL SERVICES.....	8
9. SURVEY MONUMENTS TO BE PRESERVED	10
10. TOWNSHIP’S RIGHT TO ENTER AND REPAIR	10
11. AGRICULTURAL WARNING CLAUSE	10
12. CANADA POST REQUIREMENTS.....	11
13. ROADS	11
14. PRIVATE SERVICING	11
15. DRAINAGE ACT APPORTIONMENTS	12
16. STORM DRAINAGE SYSTEM	12
17. STORMWATER MANAGEMENT FACILITIES	12
18. DRIVEWAY APPROACHES	12
19. STREET AND TRAFFIC SIGNS	13
20. ELECTRICAL DISTRIBUTION SYSTEM AND STREET LIGHTING.....	13
21. UTILITY SERVICES.....	13
22. TREE PLANTINGS	14
23. LANDSCAPING	14
24. EROSION AND SEDIMENTATION CONTROL.....	14
25. CONDOMINIUM GRADING AND DRAINAGE	15
26. LOT GRADING AND DRAINAGE.....	16
27. WASTE COLLECTION.....	16
28. PRIMARY SERVICES & COMPLETION CERTIFICATE FOR PRIMARY SERVICES.....	16
29. SECONDARY SERVICES & COMPLETION CERTIFICATE FOR SECONDARY SERVICES ..	17
30. MAINTENANCE OF THE CONDOMINIUM	18
31. FINAL CERTIFICATE OF COMPLETION OF SERVICES.....	19
32. FIRE DEPARTMENT REQUIREMENTS	19
33. MINISTRY OF TRANSPORTATION REQUIREMENTS	19
34. BUILDING PERMITS AND OCCUPANCY	19
35. TENDERS, INSURANCE, AND BONDING	21
36. SECURITY DEPOSITS AND REFUNDS.....	21
37. DEFAULT	24
38. INDEMNIFICATION	25
39. COVENANTS THAT RUN WITH THE LAND	25
40. NOTICE	25

41. SCHEDULES 25

42. NUMBER AND GENDER..... 26

43. BINDING EFFECT 26

TABLE OF SCHEDULES

<u>Schedule</u>	<u>Page</u>
SCHEDULE “A” – LEGAL DESCRIPTION	27
SCHEDULE “B” – REQUIRED MUNICIPAL EASEMENTS	28
SCHEDULE “C” – REQUIRED UTILITY EASEMENTS	29
SCHEDULE “D” – LIST OF APPROVED DRAWINGS	30
SCHEDULE “E” – FINANICAL OBLIGATIONS AND COSTS OF CONSTRUCTION	31
SCHEDULE “F” – BUILDING RESTRICTIONS	32

THIS AGREEMENT made this day of , 2023.

BETWEEN:

BUNZ PROPERTIES & MANAGEMENT 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, related 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, R.S.O. 1990, c. P.13* permits the registration of this Agreement against the lands to which it applies;

AND WHEREAS subsection 27(1) of the *Development Charges Act, 1997, S.O. 1997, c.27* 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 means 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 Lands.
- 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 uses 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, 1992, S.O. 1992, c.23* 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, 1992, S.O. 1992, c.23*, 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, 1992, S.O. 1992, c.23*, as amended, or any successor thereto.
- 1.8 CLERK means the Clerk of the Township as appointed by by-law of the Council, or their designate appointed pursuant to the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, or any successor thereto.
- 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.
- 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. 025-2021 or any successor by-law, as prescribed by the *Development Charges Act, 1997, S.O. 1997, c.27*, as amended, or any successor thereto.
- 1.18 DRAINAGE SUPERINTENDENT means the Drainage Superintendent of the Township as appointed by by-law of Council, or their designate appointed pursuant to the *Drainage Act, R.S.O. 1990, c.D.17*, as amended, or any successor thereto.
- 1.19 EASEMENTS shall mean the easements described in Schedule "B" annexed hereto, which forms part of this Agreement.
- 1.20 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 37 hereof.
- 1.21 GRADING CONFORMANCE CERTIFICATE means the certificate identified in Section 25 hereof.
- 1.22 LANDS mean the lands described in Schedule "A" annexed hereto, and forming part of this Agreement.

- 1.23 LETTER OF CREDIT means a standby municipal, irrevocable Letter of Credit issued by a major chartered bank or credit union, posted with the Township pursuant to the terms of this Agreement. The Letter of Credit shall be in form satisfactory to the Township and shall contain a clause that automatically renews it from year to year, unless the Township gives written notice that it does not require the Letter of Credit to be renewed.
- 1.24 LETTER OF OCCUPANCY means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling, as required by Section 34 hereof.
- 1.25 LOCAL IMPROVEMENT shall include utilities, fencing, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the *Local Improvement Act, R.S.O. 1990, c.L.26* or the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, or any successor thereto,
- 1.26 LOT shall include all units created by the registration of the declaration and description for the vacant land condominium on the Lands.
- 1.27 LOT GRADING DEPOSIT means a deposit of security as specified in Section 26 hereof.
- 1.28 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.
- 1.29 MANAGER OF COMMUNITY AND DEVELOPMENT SERVICES means the Manager of Community and Development Services for the Township, or their designate.
- 1.30 MANAGER OF OPERATIONS means the Manager of Operations for the Township, or their designate.
- 1.31 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.
- 1.32 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.
- 1.33 PARTY shall mean a party to the Agreement and the successors or permitted assigns.
- 1.34 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, R.S.O. 1990, c. P.13*.
- 1.35 PLANNER means the Planner for the Township, or their designate.
- 1.36 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.
- 1.37 PRE-SERVICING means the installation of Works prior to registration of this Agreement.
- 1.38 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, road (including base coarse asphalt and curb and gutters), footpaths, street lighting, and drainage works and swales (including hydroseeding and landscaping).
- 1.39 PRIVATE UTILITIES means telephone, hydro-electric systems, natural gas systems, and cable television systems.
- 1.40 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 coarse 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.
- 1.41 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.

- 1.42 STORMWATER 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.
- 1.43 STORMWATER MANAGEMENT PLAN means an approved storm water management plan and specifications prepared by the Developer in accordance with Section 17 hereof.
- 1.44 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.
- 1.45 TOWNSHIP means The Corporation of the Township of Wainfleet and includes its agents, servants, successors and assigns.
- 1.46 TREASURER means the Manager of Corporate Services/Treasurer for the Township, or their designate appointed pursuant to the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, or any successor thereto.
- 1.47 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.
- 1.48 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

- 2.1 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 40.
- 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 "F" 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 "F" 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, R.S.O. 1990, c. P.13*, 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, R.S.O. 1990, c. O.1*, the *Environmental Protection Act, R.S.O. 1990, c. E.19*, and the *Ontario Water Resources Act, R.S.O. 1990, c. O.40* 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 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 Public and Business Service Delivery verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.
- 3.14 The Developer hereby agrees to procure, register and provide to the Township any postponement agreements which the Township solicitor considers necessary to ensure that this Agreement shall have priority over any claims, liens, or encumbrances in the Lands or any interest of a mortgagee in the Lands.
- 3.15 The Developer shall notify or cause to be notified each and every purchaser of a Lot or Lots or Block or Blocks of all Works and all other conditions covered by this Agreement by providing a complete and accurate summary of same and shall cause such information to be fully recorded in any Offer to Purchase or Agreement of Purchase and Sale entered into by the Developer.
- 3.16 In the event that a Mortgagee(s) exercises any rights as to sale, possession or foreclosure or takes any other steps to enforce its security against the Lands then such Mortgagee(s) agrees on behalf of itself, its heirs, executors, administrators, successors and assigns not to deal with the Lands as a 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.
- 3.17 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.

- 3.18 Any and all of the Developer's obligations under this Agreement shall be joint and several.
- 3.19 The Developer agrees that following the creation of the vacant land condominium corporation, the condominium corporation shall enter into an assumption agreement with the Township whereby the condominium corporation shall assume all responsibility for the maintenance obligations of the Developer in paragraphs 12.5, 20.5, 22.4, 23.1, 26.7, 30.1, 30.3, 30.4, 30.5 and 30.6 of this Agreement. Upon execution of this assumption agreement by the condominium corporation the Developer shall be relieved of the maintenance obligations set out in these provisions of the Agreement.

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) when requested by the Manager of Operations, accompany them on inspections of the Works including a final inspection of the Works;
 - l) inspect the construction of all Works on a full-time basis including any remedial work which the Manager of Operations may require;
 - m) test all services and verify to the Manager of Operations, in writing, that all testing has been completed in accordance with the appropriate requirements;
 - n) provide building levels for construction purposes; and
 - o) 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 part-time supervision of the Developer’s Consulting Engineer at the sole expense of the Developer.
- 5.4 The Developer’s Consulting Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Manager of Operations.
- 5.5 The Manager of Operations, or designate, shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Manager of Operations. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Manager of Operations. Township inspections shall be in addition to inspections provided by the Developer’s Consulting Engineer and shall in no way relieve the Developer or their Consulting Engineer of any responsibility with regard to design, construction, inspection, testing or proper completion of the Works.
- 5.6 The Manager of Operations shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Manager of Operations.

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

- 6.1 Before this Agreement is executed by the Township, the appropriate authorizing By-law must be enacted by the Council of the Township.
- 6.2 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.
- 6.3 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.
- 6.4 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.

6.5 In the event the Plan of Condominium is not registered within three (3) years from the date of the registration on title of this Agreement, the Township may declare the Developer in Final Default.

6.6 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. EASEMENTS FOR MUNICIPAL PURPOSES

7.1 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 "B" annexed hereto.

7.2 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 "C" 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.

7.3 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.

8. GENERAL SERVICES

8.1 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 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.

8.2 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.

8.3 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, 2001, S.O. 2001, c.25* and with the same priorities as taxes that are overdue and payable.

8.4 The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, both within the Plan of Condominium and elsewhere.

- 8.5 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.
- 8.6 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.
- 8.7 The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation Bell Canada, Enbridge Consumers Gas, Hydro One Networks Inc., 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.
- 8.8 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.
- 8.9 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.
- 8.10 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.
- 8.11 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.

- 8.12 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.
- 8.13 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.
- 8.14 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.
- 8.15 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.

9. SURVEY MONUMENTS TO BE PRESERVED

- 9.1 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.
- 9.2 The Developer agrees is 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.

10. TOWNSHIP'S RIGHT TO ENTER AND REPAIR

- 10.1 The Township shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:
- a) without notice to the Developer where, in the sole opinion of the Manager of Operations, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and
 - b) where repairs to or maintenance of the said Works has not been completed within 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.

11. AGRICULTURAL WARNING CLAUSE

- 11.1 The Developer agrees to include in all offers of purchase and sale the following statement:

“These lands are in proximity to lands designated for agricultural uses. The lands may be exposed to noise, odour, and/or dust from nearby agricultural operations and agriculture-related traffic that may occasionally interfere with some activities of the owners who may occupy the lands.”

12. CANADA POST REQUIREMENTS

- 12.1 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 Centralized Mail Boxes within the development, as identified on the appropriate servicing plans.
- 12.2 The Developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Centralized Mail Box. The Developer also agrees to note the locations of all Centralized Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Centralized Mail Box.
- 12.3 The Developer will provide a suitable and safe temporary site for a Centralized Mail Box.
- 12.4 The Developer agrees to provide the following for each Centralized Mail Box 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.
- 12.5 The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to provide year-round daily maintenance for each Centralized Mail Box site to ensure unrestricted public access to the Centralized Mail Box.

13. ROADS

- 13.1 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.
- 13.2 Prior to any construction taking place in the Township road allowance, the Developer shall obtain a Temporary Works Permit from the Township.
- 13.3 The Developer agrees to rough grade to the Township's specifications the full width of all connections to 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.
- 13.4 The Developer shall restore any existing municipal road allowance 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.

14. PRIVATE SERVICING

- 14.1 The Developer agrees to implement the recommendations of the Hydrogeological Assessment, prepared by Terra Dynamics Consulting Inc. (dated October 29, 2020) including, but not limited to:
 - a) that potable water be supplied by cistern for each dwelling unit;
 - b) that both the cistern and private sewage system meet Ontario Building Code and Niagara Peninsula Conservation Authority (NPCA) setbacks, including a recommended setback from the entirety of the external condominium boundary.

15. DRAINAGE ACT APPORTIONMENTS

- 15.1 The Developer agrees that upon final approval and registration of the Plan of Condominium, that Section 65 Apportionment Agreements shall be completed by an engineer selected by the Township and costs for such work shall be the responsibility of the Developer.

16. STORM DRAINAGE SYSTEM

- 16.1 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 and the Ministry of Transportation of Ontario, and the construction and materials used therein shall be in accordance with the Township's most recent specifications therefor.
- 16.2 All storm drainage Works shall be inspected to the satisfaction of, and upon written notice from, the Manager of Operations. In the event the results are not satisfactory in the sole opinion of the Manager of Operations, the Developer shall take such remedial steps as may, in the sole opinion of the Manager of Operations, be required.
- 16.3 Prior to the Manager of Operations approving the issuance of the Completion Certificate for Primary Services, the Developer shall supply the Manager of Operations with "as constructed drawings" showing the location and depth of the storm drainage system constructed to service each Lot.

17. STORMWATER MANAGEMENT FACILITIES

- 17.1 The Developer agrees that prior to the Township executing this Agreement the Developer shall prepare and provide a Storm Water Management Report which shall be submitted for approval by the Manager of Operations and the Ministry of Transportation of Ontario, indicating the following:
- a) The manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the 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 and the latest revision thereof or such more stringent standards as may be applicable;
 - b) An assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the storm water management system must provide Level 1 protection for downstream fisheries and resources); and
 - c) An Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites, May 1997 and the latest revision thereof or such more stringent standards as may be applicable.
- 17.2 The Developer shall prepare and provide a Condominium Grading Plan in accordance with Section 25 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands.
- 17.3 The Developer agrees to carry out or to have carried out all storm water management techniques and Works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Condominium Grading Plan and Stormwater Management Plan to the complete satisfaction of the Manager of Operations and the Ministry of Transportation of Ontario.

18. DRIVEWAY APPROACHES

- 18.1 Each Lot and Block shall be service with a driveway approach constructed in accordance with the Plans filed to the complete satisfaction of the Manager of Operations.
- 18.2 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.

18.3 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.

18.4 All driveway approaches shall be constructed to the satisfaction of the Manager of Operations.

19. STREET AND TRAFFIC SIGNS

19.1 The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Manager of Operations during the construction period.

19.2 The Developer shall pay for all permanent street and traffic signs and other traffic control devices, required by the approved Plans and to the satisfaction of the Manager of Operations, in accordance with Schedule "F" annexed hereto. The Township shall be responsible to supply and install all permanent and traffic control signs to the current standards of the Township.

20. ELECTRICAL DISTRIBUTION SYSTEM AND STREET LIGHTING

20.1 The Developer shall arrange with Hydro One Networks Inc. for the design provision and installation of all electrical transmission and distribution system and street lighting system required to service all of the Lots shown on the Plan with electrical power in accordance with the plans and specifications therefor approved by Hydro One Networks Inc. and the Manager of Operations. All such facilities shall be installed underground unless specific external systems are approved by Hydro One Networks Inc. and the Manager of Operations. The cost of providing such facilities shall be borne by the Developer.

20.2 The Developer shall arrange with Hydro One Networks Inc. for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to Hydro One Networks Inc. upon receipt of a statement of account therefor.

20.3 The Developer shall design and provide decorative street lighting system to the satisfaction of the Manager of Operations and the Manager of Community and Development Services or the Planner.

20.4 Prior to the Manager of Operations approving the Certificate of Final Acceptance for Primary Services, the Developer shall deliver to the Township satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the Township.

20.5 The Developer shall be responsible for the maintenance and repair of the street lighting system.

21. UTILITY SERVICES

21.1 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.

21.2 The Developer shall be responsible for providing, at its sole expense, Utility Services to each Lot and Block in accordance with the approved Plans. All Utility Services shall be installed and constructed prior to the Manager of Operations approving the Completion Certificate for Primary Services.

21.3 The Developer shall, prior to the Manager of Operations approving the issuance of the Completion Certificate for Primary Services, supply the Manager of Operations with "as constructed drawings" showing the location of all Utility Services required to service the Plan of Condominium.

- 21.4 That prior to any site alteration, the Owner shall enter into any agreement as required by utility companies for the installation of services, including street lighting, all to the satisfaction of the Township. All utilities servicing the Plan of Condominium shall be underground.

22. TREE PLANTINGS

- 22.1 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.
- 22.2 In accordance with Schedule “E” 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 Plan of Condominium, for the cost of replacing and maintaining trees within the Plan.
- 22.3 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 plated within nine (9) months of construction completion on each respective lot.
- 22.4 The Developer shall be solely responsible for maintaining all tree plantings in a healthy state.
- 22.5 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.

23. LANDSCAPING

- 23.1 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.
- 23.2 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 if the Lot or Block including front yards, side yards and rear yards not covered by a structure, driveway or walkway; and that all sodding/hydroseeding is maintained until it has become established.
- 23.3 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.

24. EROSION AND SEDIMENTATION CONTROL

- 24.1 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.
- 24.2 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.

25. CONDOMINIUM GRADING AND DRAINAGE

- 25.1 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.
- 25.2 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.
- 25.3 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 for the Plan of Condominium to the satisfaction of the Chief Building Official, subject to weather conditions; and
 - b) Rough grading of all Lots to generally conform to the Condominium Grade Control Plan.
- 25.4 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, 2001, S.O. 2001, c.25* and with the same priorities as taxes that are overdue and payable.
- 25.5 The Developer shall deposit with the Township as security for carrying out the provisions of the Condominium Grading Plan, in accordance with Schedule "E" annexed hereto, a Developer's Grading Deposit as required by the Township's Lot Grading and Drainage Policy and amendments thereto.
- 25.6 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.
- 25.7 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 _____, 2023 and registered the _____ day of _____, 2023."

26. LOT GRADING AND DRAINAGE

- 26.1 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.
- 26.2 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 one thousand dollars (\$1,000.00) per Lot or Block.
- 26.3 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.
- 26.4 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.
- 26.5 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.
- 26.6 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."
- 26.7 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.
- 26.8 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.
- 26.9 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.
- 26.10 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.

27. WASTE COLLECTION

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

28. PRIMARY SERVICES & COMPLETION CERTIFICATE FOR PRIMARY SERVICES

- 28.1 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.

- 28.2 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.
- 28.3 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.
- 28.4 Prior to the Manager of Operations approving the Completion Certificate for Primary Services, the documentation listed in Sections 28.5, 28.6 and 28.7 must be provided to the Manager of Operations in a single submission package.
- 28.5 The Developer's Consulting Engineer shall provide to the Manager of Operations:
- a) Confirmation that the apportionment agreements required in Section 15 have been completed to the satisfaction of the Township's Drainage Superintendent;
 - b) certificate(s) verifying that all Primary Services were installed and constructed in accordance with approved plans and specifications;
 - c) certificate(s) stating that all Utility Services required to service the Plan of Condominium are installed and constructed or a letter of commitment to compete the Utility Services from utility companies;
 - d) certificate (Overall Grading Certificate) stating that rough grading and major drainage works or swales have been completed in accordance with the Condominium Grading Plan; and
 - e) 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.
- 28.6 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 settling out the Works completed and verifying:
 - (i) All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 - (ii) All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
 - (iii) That there are no outstanding debts, claims or liens in respect of such works.
- 28.7 The Developer shall provide the Township with the maintenance guarantee, as required by Section 30 hereof.
- 28.8 Subject to Sections 28.5, 28.6 and 28.7 hereof, upon receipt of the required documentation and the Manager of Operation's satisfaction that the installation and construction of all Primary Services has been completed in accordance with this agreement and approved plans, the Manager of Operations, shall date and approve the Completion Certificate for Primary Services.

29. SECONDARY SERVICES & COMPLETION CERTIFICATE FOR SECONDARY SERVICES

- 29.1 With the exception of the asphalt surface course, and the sodding/hydroseeding required by Sections 23.1 and 23.2, all Secondary Services, shall be completed within two (2) years 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.

- 29.2 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.
- 29.3 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.
- 29.4 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.
- 29.5 Prior to the Manager of Operations approving the Completion Certificate for Secondary Services, the documentation listed in Sections 29.6 and 29.7 must be provided to the Manager of Operations in a single submission package.
- 29.6 The Developer's Consulting Engineer shall provide to the Manager of Operations:
- a) certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications; and
 - b) if required, the original Drawings showing each of the said works "as constructed" together with electronic drawing files in AutoCAD format and PDF format using the Township of Wainfleet Drafting Standards.
- 29.7 The Developer shall provide the Manager of Operations with a Statutory Declaration from the Developer in a form satisfactory to the Manager of Operations setting out the Works completed and verifying:
- a) all such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 - b) all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
 - c) that there are no outstanding debts, claims or liens in respect of such works.
- 29.8 Subject to Sections 29.6 and 29.7 hereof, upon receipt of the required documentation and the Manager of Operations' satisfaction that the installation and construction of all Secondary Services has been completed in accordance with this Agreement and approved Plans, the Manager of Operations shall date and approve the Completion Certificate for Secondary Services.

30. MAINTENANCE OF THE CONDOMINIUM

- 30.1 The Developer shall provide snow plowing and sanding services and all other services including, but not limited to, maintenance and repairs of storm water management facility, silt fencing and control structures and overland drainage systems.
- 30.2 The Developer shall provide sufficient space to accommodate snow storage within the Lands and shall not deposit snow into the municipal road allowance.
- 30.3 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 private roads to the satisfaction of the Manager of Operations.
- 30.4 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.
- 30.5 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.

- 30.6 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, 2001, S.O. 2001, c.25* and with the same priorities as taxes that are overdue and payable

31. FINAL CERTIFICATE OF COMPLETION OF SERVICES

- 31.1 The Township shall, subject to compliance by the Developer with Section 29 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.
- 31.2 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 (7) days prior to the Manager of Operations approving the Final Certificate of Completion of Services.
- 31.3 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

32. FIRE DEPARTMENT REQUIREMENTS

- 32.1 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's Fire Chief. The water supply system shall also be suitably designed and installed in compliance with the current edition of the applicable standards.

33. MINISTRY OF TRANSPORTATION REQUIREMENTS

- 33.1 The Developer shall construct a storm drainage and storm water management system in accordance with the Plans approved by the Ministry of Transportation of Ontario.
- 33.2 Prior to any site grading being undertaken, the Developer shall obtain Ministry of Transportation of Ontario Building and Land Use Permits for Lots within 180 metres from the centre point of Highway #3 and Wills Road and within 45 metres from all Ministry of Transportation of Ontario property limits.

34. BUILDING PERMITS AND OCCUPANCY

- 34.1 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; and

- (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 charges at the prevailing rate as prescribed by the Township's Development Charges By-Law 25-2021 and amendments or successors thereto; and
 - (ii) the Lot Grading Deposit; and
 - (iii) Building Permit application fee; and
 - (iv) any other fees, deposits or payments required under this Agreement or as otherwise provided for under any other executed agreement between the Township and the Developer;
 - f) the Township's Fire Department has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;
 - g) the Developer/Owner has obtained a Ministry of Transportation of Ontario Building and Land Use Permits in accordance with Section 33.
 - h) the Township is satisfied all terms and conditions of this Agreement have been complied with insofar as the apply at that point in time;
 - i) the Developer/Owner has paid or otherwise satisfied all development charges required by the Development Charges By-law of the Township of Wainfleet, the Development Charges By-law of the Regional Municipality of Niagara, and the Development Charges of the Niagara Catholic District School Board; and
 - j) the Developer/Owner has otherwise complied with all applicable law.
- 34.2 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.
- 34.3 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, R.S.O. 1990, c. P. 13*; 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, S.O. 1997, c.27* except as otherwise provided for under other agreements between the Township and the Developer.
- 34.4 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.
- 34.5 The Developer/Owner may construct one (1) model unit once the following Primary Services are completed:

- a) roads (base coat asphalt); and
 - b) water for fire fighting supply.
- 34.6 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.
- 34.7 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 30 herein, prior to a Letter of Occupancy being issued for said units.

35. TENDERS, INSURANCE, AND BONDING

- 35.1 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.
- 35.2 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; and
 - (ii) inclusions of the Township, its agents and servants as additional named insureds; and
 - (iii) a provision for cross liability in respect of the named insureds; and
 - (iv) non-owned automobile coverage with a limit of at least five million dollars (\$5,000,000.00) including contractual non-owned coverage; and
 - (v) complete operations coverage; and
 - (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.

36. SECURITY DEPOSITS AND REFUNDS

Security Deposits

- 36.1 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 "E" 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 "E" 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.

- 36.2 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.
- 36.3 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.
- 36.4 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.
- 36.5 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.
- 36.6 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 "E" 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.
- 36.7 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

- 36.8 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;
 - b) a cash amount to cover the Township's cost to supply street name and traffic control signage at the rate of five hundred dollars (\$140.00) 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

- 36.9 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:
- a) payment of one hundred and 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 "E" (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
 - b) payment of one hundred percent (100%) of any other payments or Works as may be required of the Developer by the Township pursuant to this Agreement.
- 36.10 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, R.S.O. 1990, c. C.30* 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:
- a) progress certificates from the Developer's Consulting Engineer setting forth the cost of the Works completed and paid to date and the cost of the unfinished Works; and
 - b) 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
 - c) 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 reduction.
- 36.11 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, R.S.O. 1990, c. C.30*.

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

36.13 The Township agrees that upon secondary services, excluding final road surfacing, are completed on four (4) units in the development the Township will reduce the Letter of Credit for Secondary Services upon the written request of the Developer. The amount of the Letter of Credit required will be reduced by two-thirds (2/3) not including the amount required for final road surfacing, which shall be maintained in full pending completion of the final road surfacing in the development.

37. DEFAULT

37.1 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.

37.2 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.

37.3 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.

37.4 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.

37.5 The Developer shall be deemed to be in Final Default if:

- a) the Township received written notice from the Bank of its intention 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 received 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 (30) 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.

38. INDEMNIFICATION

38.1 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.

39. COVENANTS THAT RUN WITH THE LAND

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

40. NOTICE

40.1 All notices required or permitted to be given by one part 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:

Bunz Properties & Management Ltd.
53214 Winger Road
Wainfleet, ON L0S 1V0

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

41. SCHEDULES

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

SCHEDULE “A”

LEGAL DESCRIPTION

PIN 64010-0154 (LT)
Part Lot 30 Concession 4 Wainfleet
Part 1 59R-4992
Except Part 1 59R-8241
Township of Wainfleet

DRAFT

SCHEDULE “B”

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. Blanket easement for fire truck access over all private roads on the Lands.

DRAFT

SCHEDULE “C”

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 “D”

LIST OF APPROVED DRAWINGS

1. Composite Utility Plan, prepared by Crozier Consulting Engineers, dated August 12, 2022, as Drawing No. C-104, or the latest revision thereof.
2. Construction Notes and Details, prepared by Crozier Consulting Engineers, dated August 12, 2022, as Drawing No. C-105, or the latest revision thereof.
3. Draft Plan of Condominium, prepared by LandPRO Planning Solutions Inc., dated February 18, 2021, or the latest revision thereof.
4. Erosion & Sediment Control Plan, prepared by Crozier Consulting Engineers, dated August 12, 2022, as Drawing No. C-101, or the latest revision thereof.
5. Hydro-Electric Design, prepared by Hydro One Networks Inc., dated August 16, 2021, as Drawing No. 00350-21-073, or the latest revision thereof.
6. Landscape Details, prepared by Crozier Consulting Engineers, dated August 12, 2022, as Drawing No. LD-1, or the latest revision thereof.
7. Plan & Profile – “Bunz Lane”, prepared by Crozier Consulting Engineers, dated August 12, 2022, as Drawing No. C-103, or the latest revision thereof.
8. Pre-Development & Post-Development Drainage Plan, prepared by Crozier Consulting Engineers, dated August 12, 2022, as Drawing No. FIG-1, or the latest revision thereof.
9. Site Lighting Details, prepared by Crozier Consulting Engineers, dated August 12, 2022, as Drawing No. E-101, or the latest revision thereof.
10. Site Plan – Photometric, prepared by Crozier Consulting Engineers, dated August 12, 2022, as Drawing No. E-100, or the latest revision thereof.
11. Site Servicing & Grading Plan, prepared by Crozier Consulting Engineers, dated August 12, 2022, as Drawing No. C-102, or the latest revision thereof.
12. Streetscape Planting Plan, prepared by Crozier Consulting Engineers, dated August 12, 2022, as Drawing No. SP-1, or the latest revision thereof.

SCHEDULE “E”

FINANCIAL OBLIGATIONS AND
COSTS OF CONSTRUCTION

PRIMARY SERVICES		
Removals and Erosion Sediment Control	\$21,350.00	
Site Preparation & Earthworks	\$112,681.25	
Road Works	\$203,700.00	
Underground Fire Cistern	\$50,000.00	
Electrical	\$50,250.00	
Subtotal for Primary Service	\$437,981.25	
SECONDARY SERVICES		
Road Works	\$51,000.00	
Tree Planting and Entrance Features	\$12,850.00	
Subtotal for Secondary Services	\$63,850.00	
SUBTOTAL PRIMARY & SECONDARY SERVICES	\$501,831.25	
HST (13%)	\$65,238.06	
CONTINGENCY (15%)	\$75,274.69	
TOTAL ESTIMATED COSTS	\$642,344.00	
TOWNSHIP FEES		
Stormwater Management Report Peer Review	\$3,977.60	
Condominium Agreement Preparation Fee	\$3,605.00	
Final Approval of Draft Plan of Condominium Fee	\$1,675.81	
Cash In Lieu of Parkland Dedication	\$28,000.00	
Signs (Stop Sign, Street Sign, No Parking Signs)	\$700.00	
Subtotal Township Fees	\$37,258.41	
LETTER OF CREDIT REQUIRED (120% of Total Estimated Costs)	\$770,812.80	
CASH PAYMENT REQUIRED	\$37,258.41	

SCHEDULE "F"

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

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

No one shall interfere with the drainage swales or surface drainage pattern on a Lot without explicit written permission from the Township's Manager of Operations. All swales are for storm water management purposes and it shall be the responsibility of the Owner to maintain the drainage across the Lot in accordance with the approved Condominium 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

SCHEDULE “F”

Agreement dated the _____ day of _____, 2023 and registered the _____ day of _____, 2023.

These lands are in proximity to lands designated for agricultural uses. The lands may be exposed to noise, odour, and/or dust from nearby agricultural operations and agriculture-related traffic that may occasionally interfere with some activities of the owners who may occupy the lands.

DRAFT

APPENDIX “C”

**CORPORATION OF THE
TOWNSHIP OF WAINFLEET
BY-LAW NO. 0XX-2023**

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. P01/2021W, upon execution of the condominium agreement;

AND WHEREAS the registration of the plan of condominium will establish one private road 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 Bunz 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 FEBRUARY, 2023.

B. Grant, MAYOR

M. Kirkham, DEPUTY CLERK



Winger Public School

53220 Winger Road • Wainfleet, ON • L0S 1V0 • 905-899-3821 • winger.dsbn.org

Received February 3, 2023
C-2023-033

February 3, 2023

To Whom it May Concern,

My name is Jennifer Tye and I am the principal of Winger Public School in Wainfleet. We have 185 students and work hard to provide a quality education as well as opportunities outside of school for valuable learning.

Our School Council is very involved in supporting our nutrition program, assistance in the classroom and fundraising for student activities like skating in February, coding robots, etc.

Our next fundraising is going to be a pasta dinner for our families. We are wanting to book the Wainfleet Firehall on Thursday, March 30. We would need the day to get set up and then the dinner and a short program in the evening.

This fundraiser is being held to raise funds to support some school trips and specifically those students whose families are struggling financially to pay for trips in the future. We are asking the Council to consider waiving the fee for the hall rental as we would like to use those funds to assist our families.

We will likely have several Wainfleet firefighters (parents of our students) helping us at the dinner and clean up afterwards.

Thank you for considering this request. We look forward to hearing from you.

Jennifer Tye

A handwritten signature in blue ink that reads "J. Tye".

Principal, Winger Public School

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. 005-2023

Being a by-law to appoint members
to the Committee of Adjustment for
the Township of Wainfleet for the
current term of Council.

WHEREAS Section 44 (1) of the Planning Act states that Council of the municipality may by by-law constitute and appoint a committee of adjustment for the municipality composed of such persons, not fewer than three, as the Council considers advisable;

AND WHEREAS Section 3 of By-law No. 1102-88 provides that members of the Committee of Adjustment shall be appointed by by-law;

AND WHEREAS the Council for the Corporation of the Township of Wainfleet deems it expedient to appoint persons to sit as members of the Committee of Adjustment;

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

1. **THAT** the following persons be appointed to sit as members of the Committee of Adjustment for the current term of Council (2022-2026):
 - i. Garry Balicki
 - ii. Diane Chase
 - iii. Mark Feduck
 - iv. Rico Leone
 - v. Sharon McMillan
2. **AND THAT** this by-law come into force and take effect on February 16, 2023.

BY-LAW READ AND PASSED THIS 7TH DAY OF FEBRUARY, 2023.

B. Grant, MAYOR

M. Kirkham, DEPUTY CLERK

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. 006-2023

Being a By-law to appoint members
to the Township of Wainfleet Public
Library Board for the current term of
Council

WHEREAS the Council of the Corporation of the Township of Wainfleet deems it expedient to appoint persons to sit as members of the Township of Wainfleet Public Library Board;

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

1. **THAT** the following persons be appointed to sit as members of the Library Board for the current term of Council (2022-2026):
 - i. Joan Anderson
 - ii. Lynn Gibson
 - iii. Lois Johnson
 - iv. Lynn Hunt
 - v. Chris Summerhayes
2. **AND THAT** this by-law come into force and take effect on the day of the final passing thereof.

BY-LAW READ AND PASSED THIS 7TH DAY OF FEBRUARY, 2023

B. Grant, MAYOR

M. Kirkham, DEPUTY CLERK

**CORPORATION OF THE
TOWNSHIP OF WAINFLEET
BY-LAW NO. 007-2023**

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. P01/2021W, upon execution of the condominium agreement;

AND WHEREAS the registration of the plan of condominium will establish one private road 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 Bunz 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 FEBRUARY, 2023.

B. Grant, MAYOR

M. Kirkham, DEPUTY CLERK

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 008-2023

Being a By-law to repeal By-law No. 033-2015 being
a by-law to establish a policy for the sale of land
owned by the Township of Wainfleet

WHEREAS Council enacted By-law No. 033-2015 on July 14, 2015 being a By-law to adopt a Land Disposal Policy

AND WHEREAS Council deems it desirable and expedient to replace By-law No. 008-2023 with a Land Disposal Policy;

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

1. **THAT** By-law No. 033-2015 is hereby repealed;
2. **AND THAT** this By-law shall come into force and take effect on the date of its final passage.

BY-LAW READ AND PASSED THIS 7TH DAY OF FEBRUARY, 2023.

B. Grant, MAYOR

M. Kirkham, DEPUTY CLERK

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 009-2023

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 January 31, 2023 and its regular meeting held February 7, 2023

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 January 31, 2023 and its regular meeting held February 7, 2023, 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 FEBRUARY, 2023

B. Grant, MAYOR

M. Kirkham, DEPUTY CLERK