

# THE CORPORATION OF THE TOWNSHIP OF WAINFLEET REGULAR MEETING OF COUNCIL AGENDA – AS AMENDED NOVEMBER 1, 2023 – 6:00 P.M. (*Time adjusted for this meeting only Regular business to resume at 7:00 p.m.*) COUNCIL CHAMBERS

C24/23

# 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 matter pertaining to a fire services automatic aid agreement)
- b) Item under Section 239(c) of the *Municipal Act, 2001*, a proposed or pending acquisition or disposition of land by the municipality or local board 1 item (a tax sale matter)
- c) Minutes of the closed meeting of Council held October 10, 2023 and the joint (Port Colborne) special closed meeting held October 16, 2023
- 3. Rise & Report
- 4. National Anthem
- 5. Land Acknowledgement Statement
- 6. Disclosures of Interest and the General Nature Thereof
- 7. Mayor's Announcements & Remarks
- 8. Councillor's Announcements & Remarks
- 9. Adoption of Previous Council Minutes
  - a) Minutes of the Regular Meeting of Council held October 10, 2023
  - b) Minutes of the Special Joint Meeting of Council held October 16, 2023

# 10. Public Meeting

- a) <u>Drainage Staff Reports</u>
  - i. DSR-012/2023 Re: Newhouse Drain Engineering Report for Consideration

# 11. Delegations

a) Leslie Farrell – Original Deed of Burial Plots at Sensabaugh Cemetery

### 12. Consent Agenda

- i. ASR-011/2023 Re: Reappointment of Auditors
- ii. ASR-013/2023 Re: 2024 Interim Tax Levy By-law
- iii. ASR-014/2023 Re: 2024 Borrowing for Current Expenditures

# 13. Staff Reports & Recommendations

# a) Administrative Staff Reports

i. ASR-012/2023 Re: 2023 Year-End Projected Results Report

# b) Community & Development Services

i. CDS-005/2023 Re: Planning Service Level Agreement

### 14. Review of Correspondence

a) C-2023-352 – Canadian Federation of University Women, Welland and District Re: Proclamation & Flag Raising Request

# 15. By-laws

- a) <u>By-law No. 042-2023</u> being a by-law to provide for interim tax levies for the year 2024 for the Township of Wainfleet
- b) <u>By-law No. 043-2023</u> being a by-law to authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2024
- c) <u>By-law No. 044-2023</u> being a by-law to amend By-law No. 2022-2023 being a by-law to govern the proceedings of the Township of Wainfleet, the conduct of its Members and the calling of meetings
- d) <u>By-law No. 045-2023</u> being a by-law to provide for drainage works in the Township of Wainfleet in the Region of Niagara (Newhouse Drain) 1<sup>st</sup> and 2<sup>nd</sup> Reading (Provisional By-law)

# 16. Notices of Motion

17. Closed Meeting

# 18. Rise & Report

# **19.** By-law to Confirm the Proceedings of Council

a) <u>By-law No. 046-2023</u> being a by-law to adopt, ratify and confirm the actions of the Council at its Special Council meeting held on October 16, 2023 and the at its Regular Meeting held on the 1<sup>st</sup> day of November, 2023

# 20. Adjournment



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

### C22/23 OCTOBER 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. KolasaChief Administrative OfficerM. KirkhamDeputy ClerkL. EarlManager of Community & Development ServicesC. GuttinBy-law Enforcement OfficerM. LueyManager of Corporate Services/TreasurerC. HartManager of Financial Planning/DeputyTreasurerM. JemisonDrainage SuperintendentR. NanManager of OperationsA. ChrastinaAdministrative Assistant

# 1. Call to Order

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

# 2. Closed Meeting

# Resolution No. C-2023-184

Moved by Councillor Van Vliet Seconded by Councillor MacLellan

"THAT Council now move into closed session to discuss:

- a) Item under Section 239(2)(c)(f) of the *Municipal Act, 2001,* a proposed or pending acquisition or disposition of land by the municipality or local board, advice that is subject to solicitor-client privilege 1 item (a potential disposition of land matter)
- b) Minutes of the Closed Meeting of Council held August 29, 2023 and September 19, 2023."

CARRIED

### 3. Rise & Report

The Deputy Clerk reported that Council met in open session at 6:00 p.m. and passed a motion to go into closed session. Once in closed session Council received information and provided confidential direction to staff and the Township Solicitor respecting a potential disposition of land matter.

A procedural vote was taken to adopt previous closed meeting minutes.

### 4. National Anthem

### 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.

5. Disclosures of Interest and the General Nature Thereof None.

# 6. Mayor's Announcements & Remarks

Mayor Grant provided the following remarks:

- Please note that these meeting proceedings are being broadcast live, recorded and made available through the Township website and youtube.com.
- Fire Prevention Week is observed each year during the week of October 9th.
  - This year's Fire Prevention Week campaign is, "Cooking safety starts with YOU. Pay attention to fire prevention,"
  - Which works to educate everyone about simple but important actions they can take to keep themselves and those around them safe when cooking.
  - For more Fire Prevention Week Information or for other fire & life safety information please visit the Townships social media or website.
  - Also, Wainfleet Fire & Emergency Services is currently recruiting for firefighters at the Central and Schwoob fire stations.
  - The deadline to apply is this coming Friday.
  - Recruitment and application information can be found at the Township's website or social media page.
- The Region will be considering a report tomorrow night October 11<sup>th</sup> regarding regional shared services opportunities. Wainfleet and Port Colborne Councils will be meeting next week to consider a memorandum of understanding and receive some education/training on shared services in municipal settings.
- The Niagara Transit Commission meets next Tuesday October 17 at 3:00 p.m.
- Regional Council meets Thursday the 19<sup>th</sup> at 6:30 p.m.

- The NPCA Board meets Friday the 20<sup>th</sup> at 9:00 a.m.
- On Sunday October 22, 2023 from 11:00am to 3:00pm Greentec is hosting a hazardous waste collection at the Township. More details will be shared on our website and socials.

Our next regular meeting of Council will be held Wednesday November 1 at 7:00 p.m.

- 7. Councillor's Announcements & Remarks None.
- 8. Adoption of Previous Council Minutes

#### Resolution No. C-2023-185

Moved by Councillor MacLellan Seconded by Councillor Anderson

**"THAT** the minutes of the Regular Meeting of Council held September 19, 2023 be adopted as circulated."

CARRIED

#### 9. Delegations

a) Carol Ann Shaw - Request for Speedbumps on Belleview Beach Road

#### Resolution No. C-2023-186

Moved by Councillor Gilmore Seconded by Councillor MacLellan

**"THAT** the delegation presentation from Carol Ann Shaw respecting a request for speedbumps on Belleview Beach Road be referred to staff for a recommendation report."

CARRIED

#### 10. Consent Agenda

#### Resolution No. C-2023-187

Moved by Councillor MacLellan Seconded by Councillor Gilmore

**"THAT** the following items be received and the recommendations contained therein be approved and acted upon:

a) Memorandum Re: Proposed Budget Timeline

- b) Memorandum Re: Appt of STR By-law Enforcement Officer
- c) DSR-011/2023 Re: Newhouse Drain Engineering Report Update
- d) Memorandum Re: Consolidated South Wainfleet Drain #10 Court of Revision Minutes and By-law."

CARRIED

#### 11. Staff Reports & Recommendations

- a) Administrative Staff Reports
  - i. ASR-010/2023 Re: 2024 Council Meeting Schedule

#### Resolution No. C-2023-188

Moved by Councillor Van Vliet Seconded by Councillor MacLellan

**"THAT** Administrative Staff Report ASR-010/2023 respecting the 2024 Council Meeting Schedule be received; and

**THAT** the 2024 Council Meeting Schedule outlined in the report be confirmed and adopted; and

**THAT** Council approve a new Council meeting start time of 6:30 p.m. and amend the Council Procedure By-law accordingly."

CARRIED

#### Resolution No. C-2023-189

Moved by Councillor Gilmore Seconded by Councillor Van Vliet

**"THAT** the Regular Meeting of Council scheduled for December 12, 2023 be moved to December 11, 2023 at 7:00 p.m."

CARRIED

#### 12. Review of Correspondence

 a) <u>Niagara Region (C-2023-346)</u> Recommendations from the Renfrew County Inquest and Declaration of Intimate Partner Violence as an Epidemic and Declaration of Intimate Partner Violence as an Epidemic

# Resolution No. C-2023-190

Moved by Councillor Gilmore Seconded by Councillor Van Vliet

**"THAT** Correspondence item No. C-2023-346 from the Niagara Region respecting the Renfrew County Inquest and Declaration of Intimate Partner Violence as an Epidemic and Declaration of Intimate Partner Violence as an Epidemic be received; and

**"THAT** Council endorse the declaration of intimate partner violence and gender-based violence as an epidemic in Niagara."

CARRIED

#### 13. By-laws

#### Resolution No. C-2023-191

Moved by Councillor MacLellan Seconded by Councillor Gilmore

**"THAT** <u>By-law No. 033-2023</u> being a By-law to provide for drainage works for the Consolidated South Wainfleet Drain #10 pursuant to Section 78 of the Drainage Act be given a third and final reading this 10<sup>th</sup> day of October, 2023."

CARRIED

#### Resolution No. C-2023-192

Moved by Councillor MacLellan Seconded by Councillor Gilmore

**"THAT** <u>By-law No. 038-2023</u> being a By-law to appoint a Municipal By-law Enforcement Officer for the Corporation of the Township of Wainfleet be read and passed this 10<sup>th</sup> day of October, 2023."

CARRIED

- 14. Notices of Motion None.
- **15. Closed Meeting** None.
- **16. Rise & Report** None.

### 17. By-law to Confirm the Proceedings of Council

#### Resolution No. C-2023-193

Moved by Councillor MacLellan Seconded by Councillor Anderson

"**THAT** By-law No. 039-2023 being a by-law to adopt, ratify and confirm the actions of the Council at its meeting held on the 10<sup>th</sup> day October, 2023 be read and passed this 10<sup>th</sup> day of October, 2023."

CARRIED

# 18. Adjournment

There being no further business, the meeting was adjourned at 7:20 p.m.

B. Grant, MAYOR

M. Kirkham, DEPUTY CLERK





# The Corporation of the City of Port Colborne AND The Corporation of the Township of Wainfleet

Date: Time: Meetings: Location:	Tuesday, October 16, 2023 6:30 pm Joint Special Council Meeting with Closed Session Roselawn Centre 296 Fielden Avenue, Port Colborne				
PRESENT:	B. Grant J. Anderson T. Gilmore J. MacLellan S. Van Vliet	Cound	cillor cillor cillor		
STAFF:	M. Luey W. Kolasa	Treas Chief	urer Administrative Officer		
OTHER:	City of Port C A. Bermingha M. Howes S. Luey S. Tufail J. Goulet		e Council Facilitator – 2WA Consulting Facilitator – 2WA Consulting Chief Administrative Officer (Port Colborne) Acting Clerk (Port Colborne) Interim Deputy Clerk (Port Colborne)		
1. Call to Orde	er				

Mayor Grant called the meeting to order at approximately 6:32 p.m.

# 2. Land Acknowledgment

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.

# 3. Disclosures of Interest and the General Nature Thereof

None.

# 4. Motions to Adopt Memorandum of Understanding

b) Township of Wainfleet Re: Memorandum of Understanding for Shared Services

# Resolution No. C-2023-193

Moved by Councillor MacLellan Seconded by Councillor Anderson

**"THAT** Memorandum of Understanding for Shared Services with the City of Port Colborne be adopted."

CARRIED

### 5. Closed Meeting

# Resolution No. C-2023-194

Moved by Councillor Van Vliet Seconded by Councillor Gilmore

"THAT Council now move into closed session to discuss:

Item under Section 239 (2)(3.1) of the *Municipal Act, 2001,* for the purpose of education or training. (A matter pertaining to Shared Services)

CARRIED

# 6. Rise & Report

The Clerk reported that Council met in closed session to receive training and education.

# 7. By-laws

# Resolution No. C-2023-195

Moved by Councillor MacLellan Seconded by Councillor Anderson

**"That** By-law No. 040-2023 being a by-law to adopt a Shared Services Agreement with the City of Port Colborne be enacted, as passed."

CARRIED

# 8. By-law to Confirm the Proceedings of Council

# Resolution No. C-2023-196

Moved by Councillor Van Vliet Seconded by Councillor Gilmore

That By-law No. 041-2023 being a by-law to adopt, ratify and confirm the actions of the Council at its special joint meeting held on the 16<sup>th</sup> day of October, 2023 be enacted, as passed.

CARRIED

# 9. Adjournment

There being no further business, the meeting was adjourned at 8:52 p.m.

B. Grant, MAYOR

W. Kolasa, CLERK

### DRAINAGE STAFF REPORT

TO:Mayor Grant & Members of CouncilFROM:Mark Jemison, Drainage SuperintendentDATE OF MEETING:November 1, 2023SUBJECT:Newhouse Drain Engineering Report for Consideration

### **RECOMMENDATION(S):**

**THAT** Report DSR-012/2023 regarding the Newhouse Drain Engineering Report for Consideration be received; and

**THAT** a By-law be given two readings to provisionally adopt the Newhouse Drain Engineering Report dated September 4, 2023, prepared by Spriet Associates Engineerings & Architects, under Section 4, Chapter D. 17 of the *Drainage Act*, *R.S.O. 1990;* 

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

**THAT** Councillor Anderson, Councillor MacLellan and Councillor Van Vliet be appointed as members to the Newhouse Drain Court of Revision and Mayor Grant be appointed as an alternate member to be tentatively scheduled for November 22, 2023, at 4:00 p.m.

#### **EXECUTIVE SUMMARY:**

In May 2022 Council received a petition submitted under Section 4 of the Drainage Act to formalize an existing private ditch in the area of Highway 3, Perry Road and Wills Road as a municipal drain. The engineer has filed the final report for the Newhouse Drain with the Township.

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

#### **BACKGROUND:**

On May 10, 2022, through Resolution No. C-084-2022, Council appointed Spriet Associates Ltd. to prepare a Section 4 engineering report for the Newhouse Drain. This appointment was in response to a petition submitted by property owners in the Area of Highway 3, Perry Road and Wills Road to formalize an existing private ditch as a municipal drain.

The on-site meeting was held July 5, 2022 and a follow up meeting with landowners and survey/engineering work continued through the summer and fall of 2022. A preliminary

meeting was held August 15, 2023, to discuss the proposed design with property owners. Following the preliminary meeting, the engineer updated the proposed design and submitted the report to the Township.

The final report was filed with the Township on September 14, 2023. The Meeting to Consider provides property owners with an opportunity to ask questions of the engineer or express any concerns over the Engineer's Report related to design or any gross errors.

At this meeting, Council will be provided with a presentation by the Engineer of Record, Brandon Widner, P. Eng., of Spriet Associates, outlining the Newhouse Drain.

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

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

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

# **OPTIONS/DISCUSSION:**

- Staff be directed to advance the Newhouse Drain Engineer's Report to that of the Court of Revision as per Section 46(1) of the Drainage Act Drainage Act, R.S.O. 1990. (Recommended)
- 2. Do not move forward with the Engineer's Report (not recommended).

#### **FINANCIAL CONSIDERATIONS:**

The engineer has estimated construction costs at \$32,000. Township costs are assessed at \$1,675, which will be proposed to be included in the 2024 Capital Drainage Works Budget.

#### **OTHERS CONSULTED:**

- ⊠ Chief Administrative Officer
- $\boxtimes$  Clerks
- ⊠ Manager of Community & Dev. Services
- □ Fire Chief

- □ Manager of Corporate Services/Treasurer
- □ Manager of Human Resources
- $\boxtimes$  Manager of Operations
- ⊠ Manager of Fin. Planning/Deputy Treasurer

# ATTACHMENTS:

1) Newhouse Drain Report– Spriet Associates

Respectfully submitted by,

Approved by,

Mark Jemison Drainage Superintendent William J. Kolasa Chief Administrative Officer/Clerk

# **NEWHOUSE DRAIN**

# **Township of Wainfleet**



Our Job No. 222146

September 14, 2023

London, Ontario September 14, 2023

#### NEWHOUSE DRAIN

#### Township of Wainfleet

To the Mayor and Council of the Township of Wainfleet

Mayor and Council:

We are pleased to present our report on the construction of the Newhouse Municipal Drain serving parts of Lots 29 to 31, Concessions 4 and 5, in the Township of Wainfleet.

#### AUTHORIZATION

This report was prepared pursuant to Section 4 of the Drainage Act. Instructions were received from your Municipality with respect to a motion of Council. The work was initiated by a petition signed by the owners whose lands contain over 60 percent of the area requiring drainage.

#### DRAINAGE AREA

The total watershed area as described above contains approximately 45.6 hectares. The area requiring drainage for the Newhouse Drain is described as the lands on the south side of Highway No. 3 in Lot 29, Concession 4.

#### HISTORY

This drain is tributary to the Big Forks Drain which was last constructed pursuant to a report submitted by J.B. Wiebe, P. Eng., dated July 13, 1984. The drain is bound by the East Kelly Drain to the south and east and bound by the McCallum Drain to the west.

#### EXISTING DRAINAGE CONDITIONS

A site meeting was held with respect to the project and through later discussions the owners reported the following:

 that the area is currently served by a private ditch across the property of H. Lammers (Roll No. 11-068) and roadside ditching along Highway No. 3



#### **EXISTING DRAINAGE CONDITIONS**

• that the owner, Newhouse Onions Ltd. (Roll No. 9-085-01), indicated that they would like to secure a legal outlet for their lands on the south side of Highway No. 3

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

- that this area is currently served by a private open drain which could be improved to a municipal drain in the lands of H. Lammers (Roll No. 11-068)
- that the existing culvert under Highway No. 3 is in poor condition and requires replacement
- that the area west of Perry Road and Wills Road all drain east towards the intersection at Highway No. 3
- that the existing road ditch on the south side of the Highway No. 3 between Wills Road and the existing 1200mm diameter C.S.P. could be improved as a municipal drain to provide an improved outlet for the intersection and abutting lands.

Preliminary design, cost estimates and assessments were prepared, and an informal public meeting was held August 15, 2023 to review the findings and preliminary proposals. Further input and requests were provided by the affected owners at that time and at later dates. Based on the proposed design it was decided to proceed with the report.

#### DESIGN CONSIDERATIONS

The Drainage Coefficient method contained in the "DRAINAGE GUIDE FOR ONTARIO", Publication 29 by the Ontario Ministry of Agriculture, Food, and Rural Affairs (OMAFRA) is typically used to design municipal drains.

The proposed design and report have been generally completed using the "GUIDE FOR ENGINEERS WORKING UNDER THE DRAINAGE ACT IN ONTARIO" OMAFRA Publication 852.

#### RECOMMENDATIONS

We are therefore recommending the following:

- that the existing private open drain be improved from the Big Forks Drain in the lands of H. Lammers (Roll No. 11-068) and head south towards the lands of J. & H. Odreman (Roll No. 11-069), then south across Highway No. 3, then head west in the road allowance towards the intersection of Wills Road for a total length of 430 lineal meters
- that the existing culvert under Highway No. 3 is in poor condition and requires replacement by the Road Authority. When it is replaced it should be deepened to provide adequate free board for the upstream tiles
- that in the lands of H. Lammers (Roll No. 11-068) restoration shall be to original conditions and care taken to preserve the large trees on their lands.



#### RECOMMENDATIONS

• that the work in the road allowance be completed from the roadway and that excavated material be hauled away and disposed of.

#### ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES

There are no significant wetlands or sensitive areas within the affected watershed area or along the route of the drains.

This project has been reviewed by the Fisheries Protection Program & Oceans Canada, File Number (22-HCAA-01829) and they recommended the following be incorporated into the project in their letter of advice dated June 29, 2023:

- plan in-water work, undertaking, or activity to respect timing windows (i.e., no in-water work between March 15 July 15 of any given year)
- develop and implement an Erosion and Sediment Control Plan to avoid the introduction of sediment into any waterbody during all phases of work.

#### SUMMARY OF PROPOSED WORK

The proposed work consists of approximately 430 lineal meters of open ditch reconstruction and incorporation including bank seeding and sediment basins.

#### SCHEDULES

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

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

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$32,000.00. This estimate includes engineering and administrative costs associated with this project.

Schedule 'C' - Assessment for Construction. This schedule outlines the distribution of the total estimated cost of construction over the roads and lands which are involved.

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

Drawing No. 1 Job No. 222146 and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.



#### ALLOWANCES

**DAMAGES**: Section 30 of the Drainage Act provides for the compensation to landowners along the drain for damages to lands and crops caused by the construction of the drain. The amount granted is based on \$4,6470.00/ha. for open ditch work with excavated material. This base rate is multiplied by the hectares derived from the working widths shown on the plans and the applicable lengths.

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

For open ditches, the allowance provides for the loss of land due to the construction provided for in the report. The amounts granted are based on the value of the land, and the rate used was \$33,360.00/ha. When any buffer strip is incorporated and/or created, the allowance granted is for any land beyond a 1.8-meter width deemed to have always been part of the drain

#### ASSESSMENT DEFINITIONS

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

**BENEFIT** as defined in the Drainage Act means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair, or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface or sub-surface water, or any other advantages relating to the betterment of lands, roads, buildings, or other structures.

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

In addition, a Public Utility or Road Authority shall be assessed for and pay all the increased cost to a drainage works due to the construction and operation of the Public Utility or Road Authority. This may be shown as either benefit or special assessment.

#### ASSESSMENT

A modified "Todgham Method" was used to calculate the assessments shown on Schedule 'C'- Assessment for Construction. This entailed breaking down the costs of the drain into sections along its route. Special Assessments were then extracted from each section.

The remainder is then separated into Benefit and Outlet costs. The Benefit cost is distributed to those properties receiving benefit as defined under "Assessment Definitions", with such properties usually being located along or close to the route of the drain.



#### **ASSESSMENT** (cont'd)

The Outlet Costs are distributed to all properties within the watershed area of that section on an adjusted basis. The areas are adjusted for location along that section, and relative run-off rates. Due to their different relative run-off rates, forested lands have been assessed for outlet at lower rates than cleared lands. Also, roads, residential properties, greenhouses have been assessed for outlet at higher rates than cleared farmlands.

The actual cost of the work involving this report is to be assessed on a pro-rata basis against the lands and roads liable for assessment for benefit and outlet as shown in detail below and on Schedule 'C' - Assessment for Construction.

#### SPECIAL ASSESSMENT

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

#### GRANTS

In accordance with the provisions of Section 85 of the Drainage Act, a grant **may** be available for assessments against privately owned parcels of land which are used for agricultural purposes and eligible for the Farm Property Class Tax rate. Section 88 of the Drainage Act directs the Municipality to make application for this rant upon certification of completion of this drain. The Municipality will then deduct the grant from the assessments prior to collecting the final assessments.

#### MAINTENANCE

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

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

Repairs or improvements to any road culvert or sub-surface road crossing, required by the performance of this work and for future repair and/or replacement, shall be the responsibility of the applicable Road Authority, entirely at their cost.



Respectfully submitted, SPRIET ASSOCIATES LONDON LIMITED

B. Widner, P.Eng.



SPRIET ASSOCIATES engineers & architects

#### SCHEDULE 'A' - ALLOWANCES

### **NEWHOUSE DRAIN**

# **Township of Wainfleet**

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

			S	ection 29		Section 30		
CONCESSI	ON LOT	ROLL NUMBER (Owner)	Ri	ght-of-Wa	y	Damages		TOTALS
MAIN DRAIN								
5	Pt. 29	11-068 (H. Lammers)	\$	910.00	\$	450.00	\$	1,360.00
5	Pt. 29	11-069 (J. & H. Odreman)		50.00		80.00		130.00
		Total Allowances	=== \$ ===	960.00	\$	======================================	==== \$ ====	1,490.00
		TOTAL ALLOWANCES O		IAIN DRAI	N		\$_	1,490.00
		TOTAL ALLOWANCES (	ON THE N	EWHOUS	E D	RAIN	\$	1,490.00

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# NEWHOUSE DRAIN

# **Township of Wainfleet**

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

#### MAIN DRAIN

Clearing & grubbing of	f ditch bank (Approx. 77m)	\$	2,400.00
Sta. 0+162 - 0+239 77 meters of open d	litch cleanout	\$	2,900.00
Sta. 0+257 - 0+430 173 meters of open o	ditch cleanout along highway & hauling of excavated material	\$	4,500.00
Levelling of excavated	material	\$	900.00
Seeding of ditch banks	s and buffer strips (Approx 500m²)	\$	900.00
Seeding of lawn area (	(Approx. 3000m²)	\$	2,500.00
Exposing and locating	existing tile drains and utilities	\$	750.00
Contingencies		\$	2,000.00
Allowances under Sec	ctions 29 & 30 of the Drainage Act	\$	1,490.00
ADMINISTRATION			
Interest and Net Harm	nonized Sales Tax	\$	750.00
Survey, Plan and Final	Il Report	\$	8,900.00
Expenses		\$	1,060.00
Supervision and Final	Inspection	\$_	2,950.00
	TOTAL ESTIMATED COST	\$_	32,000.00

# SCHEDULE 'C'-ASSESSMENT FOR CONSTRUCTION

#### NEWHOUSE DRAIN

#### Township of Wainfleet

Job No. 222146

Sept 14, 2023

CON		IECTARES	ROLL No. (OWNER)		BENEFIT	OUTLET		TOTAL
	RAIN							
4	Pt. 28 & 29	13.1	9-085-01 (Newhouse Onions Ltd.)	\$	360.00 \$	3,788.00	\$	4,148.00
4	Pt. 29		9-083 (R. & B. Washington)			45.00		45.00
4	Pt. 29		9-084 (J. Shearer)			59.00		59.00
4	Pt. 29	1.0	9-084-02 (B. Jones)			198.00		198.00
4	Pt. 29	0.6	9-085 (P. & D. Jones)			119.00		119.00
4	Pt. 29	0.6	9-085-02 (R. & A. Newhouse)		400.00	122.00		522.00
4	Pt. 29	0.4	9-085-40 (P. & J. Bruining)		450.00	119.00		569.00
4	Pt. 29	0.4	9-085-50 (M. & K. Smith)			132.00		132.00
4	Pt. 29		9-085-60 (A. & K. Kiers)			132.00		132.00
4	Pt. 29		9-086 (R. Hodgins)			66.00		66.00
4	Pt. 30	5.9	9-094 (473479 Ontario Ltd.)			975.00		975.00
4	Pt. 30		9-090 (J. Post & K. Brouwer)			66.00		66.00
4	Pt. 30		9-090-01 (D. Newhouse & K. Desroc			165.00		165.00
4	Pt. 30		9-090-02 (Bunz Properties & Manage	eme	nt Ltd.)	1,223.00		1,223.00
4	Pt. 30		9-091 (Whiteford Holdings Inc.)			132.00		132.00
4	Pt. 30		9-092 (S. & T. Goss)			132.00		132.00
4	Pt. 30		9-092-04 (S. Campbell & J. Wilson)			132.00		132.00
4	Pt. 30		9-093 (D. Lambert)			264.00		264.00
4	Pt. 30		9-094-01 (M. & M. Cheshire)			165.00		165.00
4	Pt. 30		9-094-02 (T. Scandolar & L. Buot)			165.00		165.00
4	Pt. 30		9-094-03 (R. & J. Armstrong)			165.00		165.00
4	Pt. 30		9-095 (H. & M. Flagg)			231.00		231.00
4	Pt. 30		9-096 (A. & C. Schmalenberg)			20.00		20.00
4	Pt. 31		9-097 (C. & P. Van Leeuwen)			287.00		287.00
4	Pt. 31		9-097-01 (E. & E. Janes)			245.00		245.00
4	Pt. 31		9-098 (1000220748 Ontario Ltd.)			529.00		529.00
4	Pt. 31		9-098-01 (M. & D. Dekker)		0 400 00	66.00		66.00
5	Pt. 29		11-068 (H. Lammers)		3,160.00	84.00		3,244.00
5	Pt. 29		11-069 (J. & H. Odreman)	- >	680.00	59.00		739.00
5	Pt. 29		11-068-05 (Brethren In Christ Church	1)		79.00		79.00
5	Pt. 29		11-070 (Brethren In Christ Chuch)			99.00		99.00
5	Pt. 29		11-071 (Brethren In Christ Church)			149.00 64.00		149.00 64.00
5	Pt. 30		12-014 (W. & J. McDonald)			64.00 64.00		64.00 64.00
5	Pt. 30 Pt. 30		12-015 (M. Belfry)			390.00		390.00
5	Pt. 30 Pt. 30		12-016 (T. & M. Whiteford) 12-017-01 (W. & R. Michener)			390.00 131.00		390.00 131.00
5 5	Pt. 30 Pt. 30		12-017-01 (W. & R. Micheler) 12-017 (C. & E. Newhouse)			170.00		170.00
5	Pl. 30	0.7	12-017 (C. & E. Newhouse)	===			:==:	===========
		TOTAL AS	SESSMENT ON LANDS	\$	5,050.00 \$	-	\$	16,081.00
Hiah	way 3	2.00	Ministry of Transportation	\$	13,160.00 \$	1,085.00	\$	14,245.00
	s Road	0.86	Township of Wainfleet	Ŧ	1,000.00	497.00	Ŧ	1,497.00
	y Road	0.30	Township of Wainfleet		-,	177.00		177.00
	-		SESSMENT ON ROADS	=== \$ 	14,160.00 \$	1,759.00	\$	15,919.00

### SCHEDULE 'D' - ASSESSMENT FOR MAINTENANCE

#### **NEWHOUSE DRAIN**

#### **Township of Wainfleet**

Job No. 222146

Sept 14, 2023

CON.	LOT		HECTARES AFFECTED		PERCENTAGE OF MAINTENANCE COST
MAIN DRAIN					
4	Pt. 28 &	29	13.1	9-085-01 (Newhouse Onions Ltd.)	31.5 %
4		29	0.2	9-083 (R. & B. Washington)	0.3
4	Pt.	29	0.3	9-084 (J. Shearer)	0.4
4	Pt.		1.0	9-084-02 (B. Jones)	1.5
4	Pt.		0.6	9-085 (P. & D. Jones)	0.9
4	Pt.		0.6	9-085-02 (R. & A. Newhouse)	0.9
4		29	0.4	9-085-40 (P. & J. Bruining)	0.9
4	Pt.		0.4	9-085-50 (M. & K. Smith)	1.0
4		29	0.4	9-085-60 (A. & K. Kiers)	1.0
4	Pt.		0.2	9-086 (R. Hodgins)	0.5
4		30	5.9	9-094 (473479 Ontario Ltd.)	7.4
4	Pt.		0.2	9-090 (J. Post & K. Brouwer)	0.5
4	Pt.	30	0.5	9-090-01 (D. Newhouse & K. Desrochers	
4	Pt.	30	3.7	9-090-02 (Bunz Properties & Manageme	1
4	Pt.	30	0.4	9-091 (Whiteford Holdings Inc.)	1.0
4	Pt.	30	0.4	9-092 (S. & T. Goss)	1.0
4	Pt.		0.4	9-092-04 (S. Campbell & J. Wilson)	1.0
4	Pt.		0.8	9-093 (D. Lambert)	2.0
4	Pt.		0.5	9-094-01 (M. & M. Cheshire)	1.3
4	Pt.		0.5	9-094-02 (T. Scandolar & L. Buot)	1.3
4	Pt.		0.5	9-094-03 (R. & J. Armstrong)	1.3
4	Pt.		0.8	9-095 (H. & M. Flagg)	1.8
4	Pt.		0.1	9-096 (A. & C. Schmalenberg)	0.2
4		31	0.9	9-097 (C. & P. Van Leeuwen)	2.2
4		31	0.7	9-097-01 (E. & E. Janes)	1.9
4		31	1.6	9-098 (1000220748 Ontario Ltd.)	4.0
4		31	0.2	9-098-01 (M. & D. Dekker)	0.5
5	Pt.		1.8	11-068 (H. Lammers)	0.6
5	Pt.		0.4	11-069 (J. & H. Odreman)	0.4
5	Pt.		0.4	11-068-05 (Brethren In Christ Church)	0.6
	Pt.		0.4	11-070 (Brethren In Christ Chuch)	0.8
5	Pt.		0.9	11-071 (Brethren In Christ Church)	1.1
5 5		30	0.9	12-014 (W. & J. McDonald)	0.5
_			0.2	12-014 (W. & J. McDonaid) 12-015 (M. Belfry)	0.5
5		30	0.2 1.6	12-016 (M. Benry) 12-016 (T. & M. Whiteford)	3.0
5		30		,	1.0
5 5		30 30	0.4 0.7	12-017-01 (W. & R. Michener) 12-017 (C. & E. Newhouse)	1.3
-				SMENT ON LANDS	====== 86.7 %
					======
Highway 3			2.0	Ministry of Transportation	8.2
Wills Road			0.9	Township of Wainfleet	3.8
Perry Road	t		0.3	Township of Wainfleet	1.3 %
		TO	TAL ASSES	SMENT ON ROADS	13.3 % ======

#### TOTAL ASSESSMENT FOR MAINTENANCE ON THE MAIN DRAIN

100.0 %

# SCHEDULE OF NET ASSESSMENT

#### NEWHOUSE DRAIN

### Township of Wainfleet

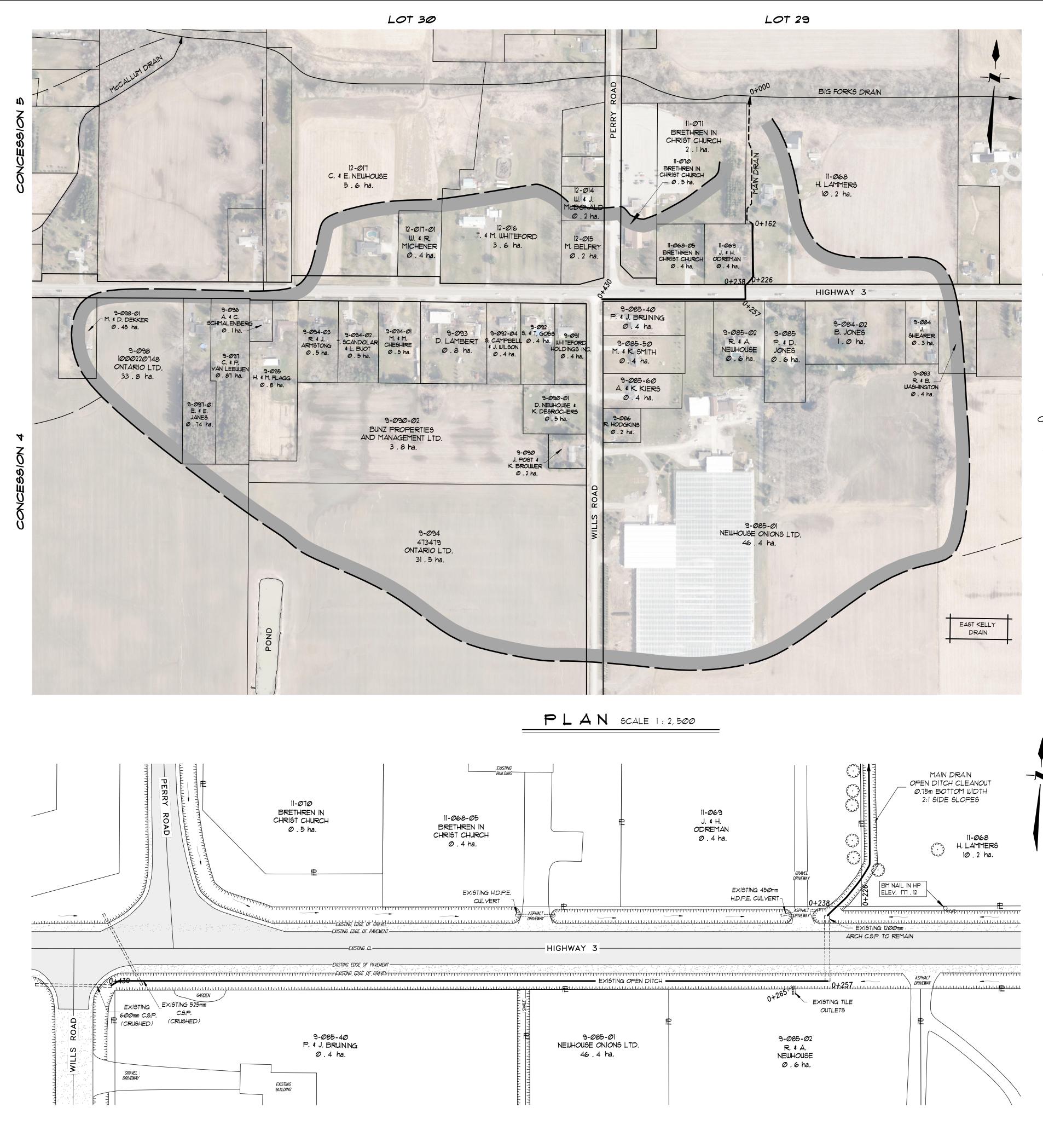
# (FOR INFORMATION PURPOSES ONLY)

Job No. 222146

Sept 14, 2023

\* = Non-agricultural

* 9-083 (R. & B. Washington) * 9-084 (J. Shearer)	\$	45.00		GRANT 1,383.00	A  \$	LLOWANCES		NET
<ul> <li>* 9-083 (R. &amp; B. Washington)</li> <li>* 9-084 (J. Shearer)</li> </ul>	\$	45.00	\$	1.383.00	¢			
<ul> <li>* 9-083 (R. &amp; B. Washington)</li> <li>* 9-084 (J. Shearer)</li> </ul>	Ŧ	45.00	-		3	9	3	2,765.00
* 9-084 (J. Shearer)				.,	Ŧ			45.00
		59.00						59.00
* 9-084-02 (B. Jones)		198.00						198.00
* 9-085 (P. & D. Jonés)		119.00						119.00
* 9-085-02 (R. & A. Newhouse)		522.00						522.00
* 9-085-40 (P. & J. Bruining)		569.00						569.00
* 9-085-50 (M. & K. Smith)		132.00						132.00
* 9-085-60 (A. & K. Kiers)		132.00						132.00
* 9-086 (R. Hodgins)		66.00						66.00
9-094 (473479 Ontario Ltd.)		975.00		325.00				650.00
* 9-090 (J. Post & K. Brouwer)		66.00						66.00
* 9-090-01 (D. Newhouse & K. Desrochers)		165.00						165.00
<ul> <li>9-090-02 (Bunz Properties &amp; Managemen</li> </ul>	tl	1,223.00						1,223.00
<ul> <li>9-091 (Whiteford Holdings Inc.)</li> </ul>		132.00						132.00
* 9-092 (S. & T. Goss)		132.00						132.00
<ul> <li>9-092-04 (S. Campbell &amp; J. Wilson)</li> </ul>		132.00						132.00
* 9-093 (D. Lambert)		264.00						264.00
<ul> <li>* 9-094-01 (M. &amp; M. Cheshire)</li> </ul>		165.00						165.00
<ul> <li>9-094-02 (T. Scandolar &amp; L. Buot)</li> </ul>		165.00						165.00
<ul> <li>* 9-094-03 (R. &amp; J. Armstrong)</li> </ul>		165.00						165.00
* 9-095 (H. & M. Flagg)		231.00						231.00
<ul> <li>9-096 (A. &amp; C. Schmalenberg)</li> </ul>		20.00						20.00
<ul> <li>* 9-097 (C. &amp; P. Van Leeuwen)</li> </ul>		287.00						287.00
<ul> <li>* 9-097-01 (E. &amp; E. Janes)</li> </ul>		245.00						245.00
9-098 (1000220748 Ontario Ltd.)		529.00		176.00				353.00
* 9-098-01 (M. & D. Dekker)		66.00						66.00
11-068 (H. Lammers)		3,244.00		1,081.00		1,360.00		803.00
<ul> <li>* 11-069 (J. &amp; H. Odreman)</li> </ul>		739.00				130.00		609.00
<ul> <li>* 11-068-05 (Brethren In Christ Church)</li> </ul>		79.00						79.00
<ul> <li>* 11-070 (Brethren In Christ Chuch)</li> </ul>		99.00						99.00
<ul> <li>* 11-071 (Brethren In Christ Church)</li> </ul>		149.00						149.00
<ul> <li>* 12-014 (W. &amp; J. McDonald)</li> </ul>		64.00						64.00
* 12-015 (M. Belfry)		64.00						64.00
<ul> <li>* 12-016 (T. &amp; M. Whiteford)</li> </ul>		390.00						390.00
<ul> <li>* 12-017-01 (W. &amp; R. Michener)</li> </ul>		131.00						131.00
12-017 (C. & E. Newhouse)		170.00		57.00				113.00
Highway 3	\$	14,245.00					5	14,245.00
Wills Road		1,497.00						1,497.00
Perry Road _		177.00						177.00
TOTALS	\$	32,000.00	\$	3,022.00	\$	1,490.00	5	27,488.00





- 2/ THE WORKING WIDTH AVAILABLE TO THE CONTRACTOR TO CONSTRUCT THE NEW DRAINS SHALL CONSIST OF THOSE LANDS IMMEDIATELY ADJACENT TO THE DRAIN AND CONNECTIONS AND SHALL NOT EXCEED THE FOLLOWING AVERAGE WIDTHS . OPEN PORTIONS - 18 meters ( INCLUDING 3m BUFFER ) THE WORKING WIDTH FOR PURPOSES OF FUTURE MAINTENANCE SHALL BE THE SAME AS ABOVE
- 3/ ALL OWNERS ALONG THE COURSE OF THE DRAIN SHALL MAKE AN ACCESS ROUTE FROM THE NEAREST ROAD TO THE DRAIN LOCATION AVAILABLE TO THE CONTRACTOR THE AVERAGE WIDTH OF THIS ROUTE SHALL NOT EXCEED 8 METERS. THE ACCESS ROUTE SHALL ALSO APPLY FOR FUTURE MAINTENANCE PURPOSES .
- 4/a) ALL UTILITIES TO BE LOCATED AND EXPOSED PRIOR TO CONSTRUCTION SO THAT THE NEW TILE GRADES CAN BE CONFIRMED. IF THERE IS A CONFLICT IN ELEVATION BETWEEN THE PROPOSED DRAIN AND THE UTILITY, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY. b) CONTRACTOR TO NOTIFY ALL UTILITIES 12 HOURS PRIOR TO HIS SCHEDULED TIME FOR
- STARTING THE ABOVE WORK. c) THE COST FOR THIS WORK SHALL BE INCLUDED IN THE ITEM ON THE EXTENT OF WORK AND NO EXTRA PAYMENT SHALL BE MADE TO THE CONTRACTOR, EXCEPT IF ROAD RESTORATION IS REQUIRED.
- 5/ ALL TREES, SCRUB, BRUSH, ETC. TO BE CLEARED AND GRUBBED IN ACCORDANCE WITH "SECTION B. 3 AND C. 4" SPECIFICATIONS .
- 6/ RIP-RAP TO BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH "SECTION A. 12" IN THE SPECIFICATIONS.
- 1/ LAWN AREAS TO RESTORED WITH GRASS SEED IN ACCORDANCE WITH "SECTIONS A .14 SUBSECTIONS 1, 2 4 4 " IN THE SPECIFICATION WITH THE FOLLOWING APPLICATION RATES: 55% CREEPING RED FESCUE PRIMARY SEED (100 kg/ha.)

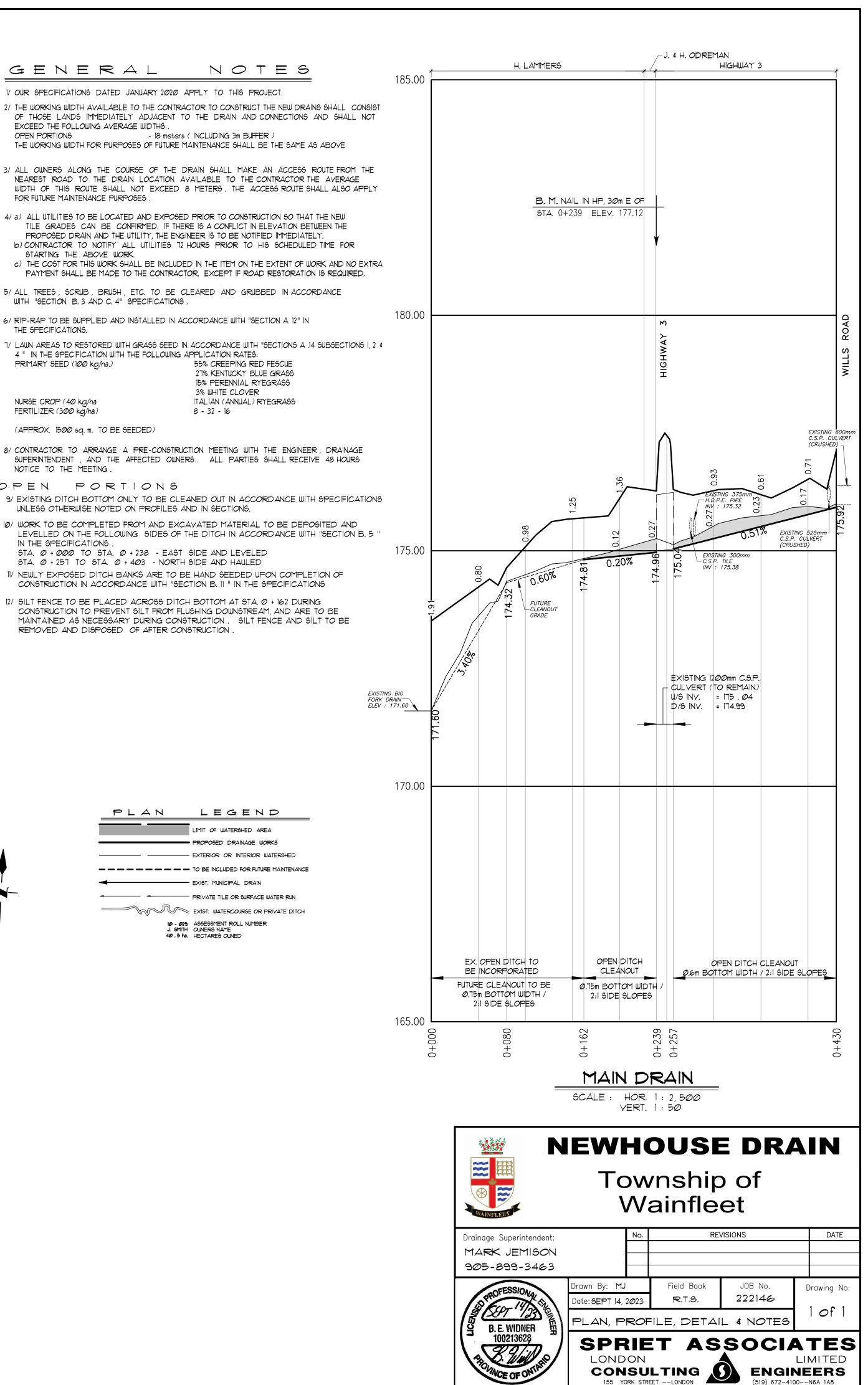
~	27% KENTUCKY I
	15% PERENNIAL
	3% WHITE CLOV
NURSE CROP (40 kg/ha	ITALIAN (ANNUAL
FERTILIZER (300 kg/ha)	8 - 32 - 16
-	

(APPROX. 1500 sq. m. TO BE SEEDED)

- 8/ CONTRACTOR TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE ENGINEER, DRAINAGE SUPERINTENDENT, AND THE AFFECTED OWNERS. ALL PARTIES SHALL RECEIVE 48 HOURS NOTICE TO THE MEETING .
- OPEN PORTIONS
- UNLESS OTHERWISE NOTED ON PROFILES AND IN SECTIONS. 10/ WORK TO BE COMPLETED FROM AND EXCAVATED MATERIAL TO BE DEPOSITED AND LEVELLED ON THE FOLLOWING SIDES OF THE DITCH IN ACCORDANCE WITH "SECTION B.5 " IN THE SPECIFICATIONS .
- STA. Ø + ØØØ TO STA. Ø + 238 EAST SIDE AND LEVELED STA.  $\emptyset$  + 257 TO STA.  $\emptyset$  + 4 $\emptyset$ 3 - NORTH SIDE AND HAULED 11/ NEWLY EXPOSED DITCH BANKS ARE TO BE HAND SEEDED UPON COMPLETION OF
- CONSTRUCTION IN ACCORDANCE WITH "SECTION B. 11 " IN THE SPECIFICATIONS
- 12/ SILT FENCE TO BE PLACED ACROSS DITCH BOTTOM AT STA. Ø + 162 DURING CONSTRUCTION TO PREVENT SILT FROM FLUSHING DOWNSTREAM, AND ARE TO BE MAINTAINED AS NECESSARY DURING CONSTRUCTION . SILT FENCE AND SILT TO BE REMOVED AND DISPOSED OF AFTER CONSTRUCTION .

DETAIL SCALE 1: 500

PLAN LEGEND IMIT OF WATERSHED AREA PROPOSED DRAINAGE WORKS - - - - - - - - - TO BE INCLUDED FOR FUTURE MAINTENANCE - EXIST. MUNICIPAL DRAIN PRIVATE TILE OR SURFACE WATER RUN 10 - 029 ASSESSMENT ROLL NUMBER J. Smith Ouners Name 40 . 5 ma. Hectares Ouned





# 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 mkirkhem@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: Leslie Farrell	
Address: 663 Lansdowne Ave	
Telephone: 519536-0786	E-mail:oandlfarrell@rogers.com

Date of Meeting: Nov 1 2023

Subject Matter to be Discussed:	To deal with the ownership of 4 burial plots at the Sensabaugh Cemetery. My parents, Herman and Margaret Bruin would like to sell them back to the township but have lost the orginal deeds. It is our understanding that the current by-law states that you must have the orginal deed.
Action Requested:	Would like Council to make ammendments to the by-law to allow the release of these 4 plots without the orginal deeds. The intention is for my parents to sell them back to the Township at a fair price.

#### 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 D No P 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.

ula Signature

5

Date

TO: Mayor Grant & Members of Council

**FROM:** Cameron Hart, Manager of Financial Planning/Deputy Treasurer

**DATE OF MEETING:** November 1, 2023

SUBJECT: Reappointment of Auditors

#### **RECOMMENDATION(S):**

**THAT** Administrative Staff Report ASR-011/2023 respecting Reappointment of Auditors be received;

**AND THAT** Grant Thornton LLP's contract be extended 2 years and they be appointed the Township of Wainfleet's Auditors for the fiscal years ending December 31, 2023 and 2024.

#### **EXECUTIVE SUMMARY:**

In 2020, the Township reappointed Grant Thornton LLP as the Township's auditor for the financial statement period of 2019-2022. The current contract has expired with the completion of the 2022 Financial Statements. Staff received a quotation for audit services from Grant Thornton LLP for the fiscal years ending December 31, 2023 and December 31, 2024.

# **BACKGROUND:**

Grant Thornton currently audits many of our neighbouring municipalities and possesses extensive experience in the municipal field. Their deep knowledge of our financial operations and reporting requirements has been instrumental in conducting thorough and efficient audits, ensuring the highest level of financial transparency.

Over the years, Grant Thornton has developed a strong relationship with the Township. This familiarity with our organization has streamlined the audit process, enabling them to deliver valuable insights and recommendations that align with our objectives.

Despite their extensive experience and the rising costs of professional services and inflation in the market, Grant Thornton's quotations have remained competitive when comparing to local municipalities who have recently tendered their audit.

It is essential to consider the significant costs and staff time commitments associated with switching auditors. Transitioning to a new auditing firm would require duplicated efforts in the audit planning process and auditing of opening/prior year balances. Such a change could be resource-intensive and potentially disruptive to our operations.

#### **OPTIONS/DISCUSSION:**

- 1) Council accept the quotation for services from Grant Thornton LLP for the fiscal years ending December 31, 2023 and 2024 and reappoint Grant Thornton LLP as the Township of Wainfleet's auditors. (Recommended)
- 2) Council direct staff to tender the audit engagement.

#### **FINANCIAL CONSIDERATIONS:**

Grant Thornton LLP has provided a quotation for extension of the contract. The proposed fees are:

Report	Actual 2022 Fees	Proposed 2023 Fees	Proposed 2024 Fees
Audit of the Township of Wainfleet Consolidated Financial Statements	\$36,225	\$41,550	\$44,650
Audit of the Wainfleet Public Library Board financial statements	\$6,230	\$6,550	\$7,050

# **OTHERS CONSULTED:**

Chief Administrative Officer	□ Manager of Corporate Services/Treasurer
⊠ Clerks	Manager of Human Resources
□ Manager of Community & Dev. Services	Manager of Operations
Fire Chief	□ Other:

# ATTACHMENTS:

1) Appendix "A" – Township of Wainfleet Audit Fee Quotation.

Respectfully submitted by,

Approved by,

Cameron Hart Manager of Financial Planning/ Deputy Treasurer William J. Kolasa Chief Administrative Officer/Clerk



October 3, 2023

Ms. Mallory Luey Manager of Corporate Services/Treasurer Township of Wainfleet PO Box 40 Wainfleet, ON LOS 1V0 Grant Thornton LLP Suite B 222 Catharine Street, PO Box 336 Port Colborne, ON L3K 5W1 T +1 905 834 3651 F +1 905 834 5095

Dear Ms. Luey:

We would like to thank the Township of Wainfleet (Township) for the opportunity to provide quoted fees as your external auditors. Grant Thornton LLP values the relationship we have with the Township and look forward to continuing as your auditor.

The public accounting profession has experienced an unprecedented increase in staff costs due to the significant increase in the cost of living and the current job market environment. In Niagara financial services salaries have escalated to near Toronto levels. We are pleased to quote the following fees for the audit of the Township, its Trusts and Library, as well as the preparation of their respective financial statements for the 2023 and 2024 fiscal years. These fees include a significant discount from our regular hourly rates of approximately 40%.

Report	2023 Fees	2024 Fees
Audit of the Township of Wainfleet consolidated financial statements	\$ 34,200	\$ 36,750
Audit of the Township of Wainfleet Trust Funds financial statements, including assistance in the preparation of the financial statements	3,500	3,750
Assistance in the preparation of the Township consolidated financial statements and Trust financial statements	3,850	4,150
Audit of the Wainfleet Public Library Board financial statements	6,000	6,450
Assistance in the preparation of the Library financial statements	550	600

These fees are based upon the assumption that there will be no material change in the scope of our assignment or in the nature of transactions entered into by the Township, Trusts and Library and upon receiving agreed upon assistance from staff. Our fee is also based on the understanding that the responsibilities of the external auditors will be limited to the audit and assistance with the preparation of the financial statements. The audit work will not generally include accounting, preparation of supporting working papers or schedules, or any other non-audit task.

In choosing Grant Thornton LLP, you are partnering with a firm that considers the Township of Wainfleet a very important client. We have the experience, commitment, and record of performance to deliver value added audit services, and look forward to continuing as your auditor and preferred advisor.

If you have any questions, please contact us.

Yours sincerely,

Grant Thornton LLP

James Burn

James D. Brennan, CPA, CA Principal

JDB/jf

TO: Mayor Grant & Members of Council

FROM: Mallory Luey, Manager of Corporate Services/Treasurer

**DATE OF MEETING:** November 1, 2023

**SUBJECT:** 2024 Interim Tax Levy By-law

#### **RECOMMENDATION(S):**

**THAT** Administrative Staff Report ASR-013/2023 regarding an Interim 2024 Tax Levy By-law be received; and

**THAT** the interim tax levy installment due dates be set as February 29, 2024 and April 30, 2024; and

**THAT** the attached by-law, being a by-law to provide for interim tax levies for 2024 in the Township of Wainfleet, be read and passed.

#### **EXECUTIVE SUMMARY:**

The purpose of this report is to seek Council approval for the 2024 Interim Tax Levy by-law. This by-law is prepared each year in accordance with the Municipal Act, Section 317, and will come into effect on January 1, 2024.

#### BACKGROUND:

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

#### **OPTIONS/DISCUSSION:**

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

### **FINANCIAL CONSIDERATIONS:**

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

# **OTHERS CONSULTED:**

None.	
-------	--

Chief Administrative Officer	Manager of Corporate Services
⊠ Clerks	Manager of Human Resources
⊠ Manager of Community & Dev. Services	Manager of Operations
□ Fire Chief	☑ Manager of Fin. Planning/Deputy Treasurer

# ATTACHMENTS:

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

Respectfully submitted by,

Approved by,

Mallory Luey Manager of Corporate Services/Treasurer William J. Kolasa Chief Administrative Officer/Clerk

# THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

# BY-LAW NO. XXX-2023

Being a by-law to provide for interim tax levies for the year 2024 for the Township of Wainfleet.

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

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

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

- 1. The amounts levied shall be as follows:
  - 1.1.For the Residential, Pipeline, Farmland and Managed Forest property classes there shall be imposed and collected an interim levy of:
    - (a) the percentage prescribed by the Minister under section 317(10) of the *Municipal Act;* or,
    - (b) 50%, if no percentage is prescribed,

of the total taxes for municipal and school purposes levied on in the year 2023.

- 1.2. For the Multi-Residential, Commercial and Industrial property classes there shall be imposed and collected an interim levy of:
  - (c) the percentage prescribed by the Minister under section 317(10) of the *Municipal Act;* or,
  - (d) 50% if no percentage is prescribed,

of the total taxes for municipal and school purposes levied on in the year 2023.

- 2. All taxes levied under this by-law shall be payable into the hands of the Collector in accordance with the provisions of this by-law.
- 3. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one and one-quarter percent (1¼%) of the amount in default on the first day of default and on the first day of each calendar month during which the default continues.

- 4. The interim tax levy imposed by this by-law shall be paid in two installments due on the following dates:
  - 4.1. One-half (1/2) thereof on the <u>29<sup>th</sup> day of February of 2024</u>.
  - 4.2. One-half (1/2) thereof on the <u>30<sup>th</sup> day of April of 2024</u>.
- 5. The Collector may mail or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law, a notice specifying the amount of taxes payable.
- 6. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Collector's roll under section 340 of the *Municipal Act*.
- 7. The subsequent levy for the year 2024 to be made under the *Municipal Act* shall be reduced by the amount to be raised by the levy imposed by this by-law.
- 8. The provisions of s.317 of the *Municipal Act*, as amended apply to this by-law with necessary modifications.
- 9. The Collector shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 5 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.
- 10. Nothing in this by-law shall prevent the Collector from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
- 11. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.
- 12. This By-law shall come into force as of the 1<sup>st</sup> day of January, 2024.

BY-LAW READ AND PASSED THIS 1<sup>st</sup> DAY OF NOVEMBER, 2023.

B. Grant, MAYOR

M. Kirkham, DEPUTY CLERK

TO:Mayor Grant & Members of CouncilFROM:Mallory Luey, Manager of Corporate Services/TreasurerDATE OF MEETING:November 1, 2023SUBJECT:2024 Borrowing for Current Expenditures

#### **RECOMMENDATION(S):**

**THAT** Administrative Staff Report ASR-014/2023 regarding 2024 borrowing for current expenditures be received; and

**THAT** the attached by-law, being a by-law to authorize borrowing from time to time to allow the Township of Wainfleet to meet current expenditures during the fiscal year ending December 31, 2024, be read and passed.

#### **EXECUTIVE SUMMARY:**

The purpose of this report is to seek Council approval for the 2024 borrowing by-law attached to this report as Appendix "A".

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

# **BACKGROUND:**

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

#### **OPTIONS/DISCUSSION:**

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

# FINANCIAL CONSIDERATIONS:

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

# **OTHERS CONSULTED:**

 None.

 ○ Chief Administrative Officer

 ○ Manager of Corporate Services

 ○ Clerks

 ○ Manager of Community & Dev. Services

 ○ Manager of Operations

 ○ Fire Chief

 ○ Manager of Fin. Planning/Deputy Treasurer

 ATTACHMENTS:

 1) Appendix "A" – Borrowing By-law

Respectfully submitted by,

Approved by,

Mallory Luey Manager of Corporate Services/Treasurer William J. Kolasa Chief Administrative Officer

# **APPENDIX "A"**

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

Being a by-law to authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2024.

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

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

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

# 1. Borrowing Authority

The Head of Council and the Treasurer are hereby authorized on behalf of the Municipality to borrow from time to time by way of promissory note or bankers' acceptance during the year 2024 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected and until other revenues are received, the current expenditures of the Corporation for the purposes set out in Section 407(1).

# 2. Instruments

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

# 3. Lenders

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

# 4. Limit on Borrowing

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

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

# 5. Borrowing Documents Required

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

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

# 6. When Estimates Not Adopted

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

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

# 7. Charge on Revenue

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

# 8. **Directive to Treasurer**

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

# 9. Additional Documents

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

# 10. Effective Date

This By-law shall come into force as of the 1<sup>st</sup> day of January, 2024.

BY-LAW READ AND PASSED THIS 1<sup>st</sup> DAY OF NOVEMBER, 2023.

B. Grant, MAYOR

# ADMINISTRATIVE STAFF REPORT

TO: Mayor Grant & Members of Council

**FROM:** Cameron Hart, Manager of Financial Planning/Deputy Treasurer

**DATE OF MEETING:** November 1, 2023

SUBJECT: 2023 Year-End Projected Results Report

#### **RECOMMENDATION(S):**

**THAT** Administrative Staff Report ASR-012-2023 respecting 2023 Year-End Projected Results Report be received as information.

#### **EXECUTIVE SUMMARY:**

This report presents the projected year-end results for the Township of Wainfleet as of September 30, 2023, for the year-ending December 31, 2023. The report indicates an estimated operating surplus of approximately \$681,964, an estimated capital surplus of \$70,577, estimated reserve and reserve fund balances of \$4,311,452 and estimated debt repayments to be \$8,657,580. These estimates are subject to change as the actual year-end results become available and interest rates are finalized.

# **BACKGROUND:**

In response to inquiries from Members of Council, staff prepared the following information based on estimates collaboratively with management in order to estimate the year-end operating and capital surplus and determine the anticipated balances with respect to the reserve and debt balances.

The projected surplus is attributed to various factors, detailed information can be found below as well as in Appendix A – 2023 Projected Operating Results.

**Operating Surplus**: The Township is expecting an operating surplus of approximately \$681,964, the major components of which are as follows:

Туре	Surplus/(Deficit)
Investment Revenue	\$227,288
Supplementary Taxes	102,277
Fire Debt Repayments	129,279
Cemetery Debt Repayments	42,600
Fire Station Debt Repayments	(34,063)
Wages and Benefits	155,582
Professional and Legal Fees	70,115
Building Fees/Permits	(110,762)
Contracted Services/Materials	51,983
Other	47,665
Total Projected Surplus	\$681,964

**Capital Surplus:** The Township is expecting a capital fund surplus of approximately \$70,577. This surplus is the result of Project A.3 Municipal Facilities Rehab which is anticipated to have a \$18,741 surplus, Project A.6 Library Shelving which is anticipated to have a \$15,004 surplus, and Project B.4 Fire Fleet – Light Duty which is anticipated to have a \$28,312 surplus.

**Reserve Balances:** The Township is expecting reserve and reserve fund balances of \$4,311,452. This is significantly lower than the 2022 balance of \$7,872,076, a decrease of \$3,560,624. The primary reason for this decrease is a result of proposed utilization of reserve funds and surpluses, recommended below, for the Central Fire Station project in order to reduce the amount of debt required and thus decreasing the burden on the municipal levy and tax payers for the term of the loan.

More specifically, staff recommend the utilization of additional funds from the Rate Stabilization Reserve, Infrastructure Reserve and transferring specific portions of the projected 2022/2023 operating surplus to reserves to fund the fire hall project and therefore reduce the amount of monies to be borrowed. The recommended transfers are the surpluses surrounding interest revenue, supplementary taxes and fire debt repayments which total approximately \$508,000 for 2022 and \$454,000 for 2023. Of the \$508,000 surplus in 2022, \$200,000 was already transferred to the Fire Hall Reserve as part of year-end processes. These surpluses align with general and fire-related activities and will be very close to actual results and therefore are appropriate to fund the capital project. Please refer to Appendix A – 2023 Projected Capital Report, project PY – A.6 for more information.

**Debt Balances**: The Township is expecting to have debt outstanding in the amount of \$5,579,498 consisting of remaining arena debt \$934,498 and new Central Fire Station Project debt of \$4,645,000. Total debt repayments (capital plus interest) will amount to approximately \$8,657,580 over the next 20 years and the annual repayments for the next five years are approximately \$550,000, consisting of approximately \$168,000 for the remaining arena debt and \$382,000 for the new Central Fire Station Project.

# **OPTIONS/DISCUSSION:**

N/A

# FINANCIAL CONSIDERATIONS:

N/A

# **OTHERS CONSULTED:**

⊠ Chief Administrative Officer

- ⊠ Clerks
- □ Manager of Community & Dev. Services

□ Fire Chief

- □ Manager of Corporate Services
- □ Manager of Human Resources
- ⊠ Manager of Operations
- Manager of Fin. Planning/Dep Treasurer

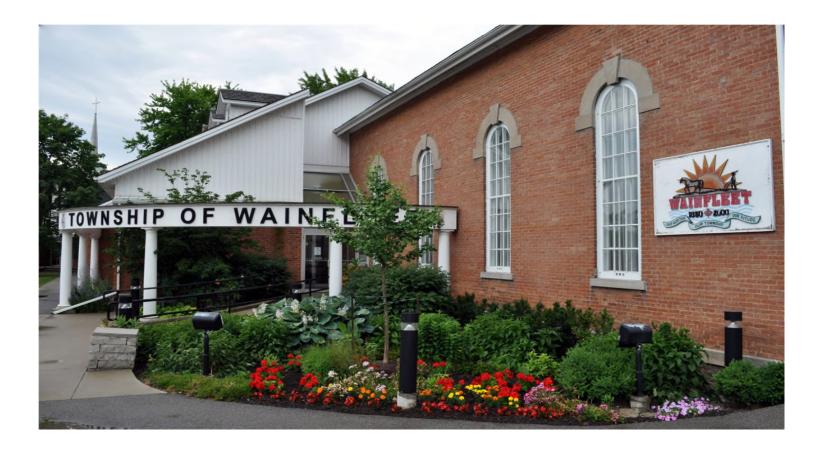
# ATTACHMENTS:

1) Appendix "A" – 2023 Projected Year-End Results Report

Respectfully submitted by,

Approved by,

Cameron Hart William J. Kolasa Manager of Financial Planning/Deputy Treasurer Chief Administrative Officer



# TOWNSHIP OF WAINFLEET

APPENDIX A 2023 PROJECTED YEAR END RESULTS

November 1, 2023

	2023 PROJECTED OPERATING RESULTS						
	Operating						
Department	Budget	Projected Actual	Projected (Surplus) Deficit	Explanation			
General Revenue	(9,381,501)	(9,729,566)	(348,065)	\$225K surplus in investment revenue, \$100K surplus in supplementary taxes and omits.			
Council	115,049	108,724	(6,325)				
Election	14,750	14,767	17				
General Assistance	25,998	25,998	0				
Administration	1,373,399	1,379,365	5,966				
Fire	1,206,437	1,114,063	(92,374)	\$129K surplus in principal repayment and interest.			
By-Law	133,457	171,012	37,555	\$27K deficit in legal fees.			
Planning	384,405	282,246	(102,159)	Surpluses in the following: \$24K in planning and COA fees, \$25K in professional fees, \$31K in wages and benefits, 12K in legal fees			
Building & Sceptic	-	75,575	75,575	\$100K deficit in building fees, offset by surpluses of \$12K in professional fees, \$6K in septic permits.			
Public Works	2,263,703	1,936,518	(327,185)	Surpluses in the following: \$160K in wages and benefits, \$40K in patching costs, \$52K in professional fees, remainder in equipment and repairs/materials.			
Building Mtce	713,296	800,377	87,081	\$34K deficit in debt repayments, remainder deficit is in maintenance costs.			
Cemetery	104,326	115,561	11,235				
Recreation	346,861	381,114	34,253	\$59K deficit in employee wages and benefits			
Drainage	100,330	44,724	(55,606)	\$42.6K surplus in debt repayments.			
Library	452,974	451,042	(1,932)				
Total Operating	(2,146,516)	(2,828,480)	(681,964)				

# APPENDIX A TOWNSHIP OF WAINFLEET 2023 PROJECTED CAPITAL REPORT

			-	2020			AL REPORT						
ltem	Project Title	Project Status	Total Revised Budget	Total Projected Spend	Carried Forward	(Surplus)/ Deficit	Levy	Grants	Development Charges	Reserves	Reserve Name	Debenture	Total Funding
A.1	Arena Fire Pond Fencing *	Completed	10,000	9,535	-	(465)	9,535						9,535
A.2	Arena Refrigeration Plant	In-Progress	187,000	187,000		-	187,000						187,000
A.3	Municipal Facilities Rehabilitations*	In-Progress	95,500	76,759		(18,741)	76,759						76,759
A.4	Municipal Water System	In-Progress	379,072	379,072		-				184,072 46,219	General Reserve Rate Stabilization Municipal Modernization		379,072
A.5	Hall Tables & Chairs	In-Progress	46,400	46,400		-					Municipal Modernization		46,400
A.6	Library Shelving	Completed	24,000	8,996		(15,004)				8,996	Library		8,996
A.7	Fire Station Repairs *	Completed	19,500	21,255	-	1,755	21,255						21,255
A.8	Septic Arena	In-Progress	98,456	98,456		-				98,456	Infrastructure Levy		98,456
PY - A.6	Central Fire Station	In-Progress	4,487,348	4,487,348	-	-			351,900	230,663 303,500	Fire Station General Reserve Rate Stabilization Infrastructure Levy	1,645,000	4,487,348
Total Fac	ilities & Buildings		5,347,276	5,314,820	-	(32,456)	294,548	-	351,900	3,023,371	-	1,645,000	5,314,820
B.1	Operations Fleet	In-Progress	617,040	121,808	495,232	-	48,540			73,268	Public Works (Equip)		121,808
B.2	Tree Shear for Excavator	Not Started	24,650	24,650		-				24,650	Public Works (Equip)		24,650
B.3	Rural Water Supply Program	Not Started	10,000	10,000		-	10,000						10,000
B.4	Fire Fleet - Light Duty	Complete	145,000	116,688		(28,312)	25,000			76,688 15,000	Fire Municipal Modernization		116,688
B.6	Radio System Phase 2	In-Progress	40,000	40,000		-				40,000	Municipal Modernization		40,000
Total Flee	et and Equipment		836,690	313,146	495,232	(28,312)	83,540	-	-	229,606		-	313,146
C.1	Road Resurfacing Program *	In-Progress	1,638,965	1,638,965		-	19,437	311,788		1,307,740	Infrastructure Levy		1,638,965
C.2	Feeder Rd- Drain 13 Improvement	Completed	50,000	50,000		-	50,000						50,000
C.3	Bridge Repairs	In-Progress	635,000	635,000		-	10,000			625,000	Infrastructure Levy		635,000
C.4	Road Closure Trailers	Completed	15,415	14,498		(917)				14,498	Infrastructure Levy		14,498
C.5	Large Culverts & Drain Works	In-Progress	636,100	96,655	539,445	-	96,655						96,655
C.6	Harbourview Storm Engineering	In-Progress	55,000	55,000		-				55,000	Infrastructure Levy		55,000
Total Roa	ads & Bridges		3,030,480	2,490,118	539,445	(917)	176,092	311,788	-	2,002,238	-	-	2,490,118
D.1	Recreation Complex	In-Progress	874,157	874,157		-	233,281	640,876					874,157
D.2	Municipal Banner Program	Completed	7,000	1,804		(5,196)				1,804	Recreation Reserve		1,804
D.3	Tree Planting Program	Not Started	30,000		30,000	-							-
Total Par	ks & Recreation		911,157	875,961	30,000	(5,196)	233,281	640,876	-	1,804	-	-	875,961
E.1	IT Replacement Program	Completed	65,790	65,790		-	65,790						65,790
E.2	Software & Hardware Upgrade	Completed	20,500	18,281		(2,219)				18,281	Municipal Modernization		18,281
Total Info	ormation & Technology		86,290	84,071	-	(2,219)	65,790	-	-	18,281	-	-	84,071
F.1	Fire Equipment	In-Progress	50,000	48,684		(1,316)	48,684						48,684
F.2	Fire PPE	In-Progress	48,000	47,839		(161)	47,839						47,839
Total Fire	Services	- Ŭ	98,000	96,523	-	(1,477)	96,523	-	-	-		-	96,523
Total Cap	ital Requests		10,309,893	9,174,639	1,064,677	(70,577)	949,774	952,664	351,900	5,275,301		1,645,000	9,174,639

APPENDIX A TOWNSHIP OF WAINFLEET 2023 PROJECTED RESERVE REPORT								
Reserve Name	Unaudited Balance December 31, 2022	Transfer of 2022/23 Surplus	Transfer to Reserve	Transfer from Reserve	Receipts	Interest	In-Year Capital Purchases	Budget Balance December 31, 2023
Reserves								
Working Funds	800,000	-	-	-	-	-	-	800,000
Rate Stabilization	1,507,537	-	-	(267,500)	-	-	(487,572)	752,465
Municipal Modernization	396,219	-	-	-	-	-	(165,900)	230,319
Insurance	134,958	-	-	-	-	-	-	134,958
Infrastructure Levy	2,282,902	-	1,273,887	-	-	_	(3,259,594)	297,195
Excavator	31,404	-	10,468	-	-	-	-	41,872
Public Works (Equipment)	85,043	39,706	74,999	-	-	-	(97,918)	101,830
Public Works (Winter Control)	150,000	-	-		-	-	-	150,000
Emergency Reserve	100,000	-	-	-	-	-	-	100,000
Building Permit	119,276	24,045	-	(75,575)	-	-	-	67,746
Fire	90,406	33,300	110,000	-	-	-	(76,688)	157,018
Fire Station	35,385	762,000	-	-	-	-	(797,385)	-
Fire Points	85,186	-	-	-	-	-	-	85,186
Fire Donations Specific Purposes	3,936	-	-	-	-	-	-	3,936
Library	155,659	-	-	-	-	-	(8,996)	146,663
Library Donations Reserve	5,114	-	-	-	-	-	-	5,114
Election	(0)	-	14,750	-	-	-	-	14,750
Planning	125,000	-	-	-	-	-	-	125,000
General Reserve	417,867	872	-	-	-	-	(379,444)	39,295
Recreation Reserve	88,984	-	-	-	-	-	(1,804)	87,180
Arena	-	-	-	-	-	-	-	-
Capital WIP	36,590	-	-	-	-	-	-	36,590
Tree Reserve	569,601	-	-	-	-	-	-	569,601
Airport	1,134	-	-	-	-	-	-	1,134
Total Reserves	7,222,200	859,923	1,484,104	(343,075)	-	-	(5,275,301)	3,947,851
Reserve Funds (Deferred Revenue)								
Development Charges (All Funds)	602,803	-	-	-	61,065	2,947	(351,900)	314,916
Gas Tax Funding	-	-	-	-	210,875		(210,875)	-
Parkland	45,492	-	-	-	-	-	-	45,492
Interest	1,581	-	-	-	-	1,613	-	3,194
Total Reserve Funds	649,876	-	-	-	271,940	4,560	(562,775)	363,601
Total Reserves and Reserve Funds	7,872,076	859,923	1,484,104	(343,075)	271,940	4,560	(5,838,076)	4,311,452

APPENDIX A TOWNSHIP OF WAINFLEET 2023 PROJECTED DEBT REPORT										
Туре	Principal	Interest	Total	2024	2025	2026	2027	2028	2029+	Total
Arena	934,498	77,755	1,012,253	168,683	168,702	168,726	168,719	168,721	168,702	1,012,253
Fire Hall*	4,645,000	3,000,327	7,645,327	382,266	382,266	382,266	382,266	382,266	5,733,995	7,645,327
Total Debt Outstanding	5,579,498	3,078,082	8,657,580	550,950	550,969	550,992	550,985	550,987	5,902,697	8,657,580

# COMMUNITY & DEVELOPMENT SERVICES CDS-005/2023

TO: Mayor Grant & Members of Council

FROM: Lindsay Earl, Manager of Community & Development Services

**DATE OF MEETING:** November 1, 2023

SUBJECT: Planning Service Level Agreement

#### **RECOMMENDATION(S):**

**THAT** Community and Development Services Report CDS-005/2023 be received for information; and

**THAT** Council receive and endorse the Planning Service Level Agreement (attached), between the Township of Wainfleet and the Regional Municipality of Niagara; and

**THAT** the CAO be authorized to sign the Agreement on behalf of the Township upon the date of provincial proclamation for the amendments to the Planning Act related to upper-tier municipal planning responsibilities.

# **EXECUTIVE SUMMARY:**

The purpose of this report is to obtain Council's endorsement of the Planning Service Level Agreement and to authorize the CAO to sign the Agreement between the Township and the Region of Niagara on the future date of provincial proclamation for the amendments to the Planning Act.

# **BACKGROUND:**

Bill 23, which proposed significant changes to the *Planning Act*, received Royal Assent on November 28, 2022, following a short consultation period. One significant change made to the *Planning Act* through Bill 23 was the removal of planning responsibilities for several upper-tier municipalities, including the Niagara Region. This changes many of the planning and planning-related functions that Niagara Region currently has responsibility for, and those functions will be downloaded to local municipalities. Although the planning responsibilities will be officially removed, upper-tier municipalities are permitted to provide advice and assistance to a lower-tier municipality with the permission of the local Council. At this time, Township Staff does not know when this change will take effect as the date for proclamation has not been set. It is anticipated that it could be as early as winter 2024. In anticipation of this change, the CAO, the Manager of Community and Development Services, and representatives from Niagara Region and other Area Municipalities have been meeting to discuss the transfer of planning review functions that Niagara Region has traditionally performed. The Region retained a facilitator to guide discussions to develop a new planning service delivery framework that responds to the changes to provincial

legislation, expected growth needs across the Region and an improved customer-service approach.

#### The Service Level Agreement:

Staff have concerns regarding the Township's future planning responsibilities and note that once planning approvals are removed from the Region, it will add pressure on the Township's limited staffing resources and level of planning expertise. Wainfleet will benefit from the continued full range of planning services and technical expertise being offered by the Region by entering into the Service Level Agreement.

The Agreement sets out the services to be provided by Niagara Region to the Township concerning planning matters and to promote the delivery of efficient and effective municipal planning services using a "one-window" approach. The SLA, (attached) will replace the current approved Memorandum of Understanding (MOU) between the Niagara Region, area municipalities and the Niagara Peninsula Conservation Authority (NPCA). Appendix A of the Agreement sets the details and timeframes to which the Niagara Region has committed to providing comments on planning applications. The Township requests a development application service review to be provided by the Region for planning applications, to encompass:

- Land Use Compatibility
- Archaeological Review
- Environmental Review
- Former Landfill Sites
- Screening to Address Water Protection
- Urban Design
- Duty to Consult
- Flexibility to request additional services (if required)

The Regional review service will be covered by the fees collected by the Township on development applications, ensuring no impact on the local ratepayer. Regional Staff will undertake the review role on behalf of the area municipality, and formal comments will appear as Township comments. In the event of a conflict between the Region and the Township as to the interpretation of a Provincial Plan, Provincial Policy and/or an Official Plan Policy, planning staff of the Region and the Township shall work together to resolve the interpretation issue and if such issue is not resolved, the Township, as the approval authority, shall make a final determination in respect of the conflict.

Appendix B outlines the fees for application review currently charged for the various applications and other general planning services that the Niagara Region has historically undertaken. The fees for development application review are based on the application fees in accordance with the Region's Fees and Charges By-law. Currently, Niagara Region operates on a fee-for-service approach to cover the staff time to undertake the review function. This same approach is used in the SLA.

Appendix C of the Agreement allows the Township to purchase additional planning resources/ expertise from Niagara Region (\$85.00/hour) on a project basis for larger studies. This service is offered as a cost-saving measure for specific project management or an alternative to hiring consulting services.

The Agreement also provides guidance on:

- Monthly invoicing for the services provided to the Township;
- Annual fee adjustment identified in the Region's Fees and Charges By-law;
- Opportunity to review fees at the end of the first year of the term of the Agreement to determine if any adjustment is required;
- Insurance and indemnity;
- Conflict and dispute resolution; and,
- Amendments via mutual Agreement, including the opportunity to change or add services.

The terms of the Agreement will take effect 90 days following the proclamation of the Region becoming an upper-tier municipality without planning authority. It is set to expire 90 days following the next municipal election. The timing has been set to allow for an effective transition of responsibilities at the onset and to allow time to bring a new agreement to a new Council following the next election. Discussions between the Niagara Region and the Township would commence to either extend or amend the Agreement, as needed, 12 months before the expiry of the Agreement. The Agreement may also be terminated, without cause, with eighteen (18) months written notice.

Currently, the Region has certain planning responsibilities and the Region's Niagara Official Plan is in full force and effect with planning services coordinated by the Memorandum of Understanding (MOU) between the Niagara Region, Area Municipalities and the Niagara Peninsula Conservation Authority (NPCA). The SLA will replace the MOU for participating municipalities once the Region's planning responsibilities are removed upon proclamation of Bill 23.

#### **OPTIONS/DISCUSSION:**

Township and Regional staff support the desire to deliver an efficient and effective planning service to the public based on an understanding of each other's roles and responsibilities. This SLA will assist the Township in providing expertise and is flexible to offer planning assistance when and where needed. As such, Staff support the SLA and recommend its endorsement by Township Council and that the CAO be authorized to execute the Planning Service Level Agreement (attached) upon the future date of Provincial proclamation.

# **FINANCIAL CONSIDERATIONS:**

For services related to the development review function, costs will be covered by the application review paid by the applicant/developer. For services outlined in Appendix C, generally pertaining to broader planning projects/studies, the hourly rate would apply

(\$85.00/hour). This rate is anticipated to be less expensive than hiring additional staff or outside consulting services.

#### **OTHERS CONSULTED:**

- ⊠ Chief Administrative Officer
- $\boxtimes$  Clerks
- ⊠ Manager of Community & Dev. Services
- □ Fire Chief
- ⊠ Township Solicitor

- □ Manager of Corporate Services/Treasurer
- □ Manager of Human Resources
- $\boxtimes$  Manager of Operations
- ⊠ Manager of Fin. Planning/Deputy Treasurer

#### ATTACHMENTS:

1) Planning Service Level Agreement with Appendices

Respectfully submitted by,

Approved by,

Lindsay Earl, MES, MCIP, RPP Manager of Community/Dev. Services William J. Kolasa Chief Administrative Officer/Clerk

#### PLANNING SERVICES AGREEMENT

BETWEEN:

# THE REGIONAL MUNICIPALITY OF NIAGARA

(hereinafter called the "Region")

-and-

#### THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

#### (hereinafter called the "Township")

(hereinafter together referred to as the "Parties" and individually as a "Party")

**WHEREAS** the Region is an upper-tier municipality established pursuant to the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 (*"Municipal Act, 2001"*);

**AND WHEREAS** the Township is a lower-tier local municipality within the Region and incorporated pursuant to the provisions of the *Municipal Act*, 2001;

**AND WHEREAS** pursuant to subsection 15(2) of the *Planning Act*, R.S.O. 1990, c. P.13 ("*Planning Act*") the Council of an upper-tier municipality, on such conditions as may be agreed upon with the Council of a lower-tier municipality, may provide advice and assistance to the lower-tier municipality in respect of planning matters generally;

**AND WHEREAS** the Region and the Township desire to enter into an agreement whereby the Region shall provide advice and assistance to the Township in respect of planning matters;

**AND WHEREAS** the Region and Township desire to deliver timely and streamlined planning services to the public, based upon a mutual understanding of their respective roles and responsibilities, and seek to collaborate without duplication of service in order to achieve efficient and cost effective resourcing;

**AND WHEREAS** the Region desires to provide planning services to its lower-tier municipalities which exhibit equity as between the lower-tier municipalities, recognizing that each lower-tier municipality has different circumstances and different resource needs resulting in allocations of Regional resources that will aim to be fair but which may be different for each lower-tier municipality;

**AND WHEREAS** the Region and the Township acknowledge that entering into a Planning Services Agreement will facilitate the ability of the Region to continue providing planning services, data collection and data analysis, mapping services and growth management analysis and advice, for use by the Region and its lower-tier municipalities; **AND WHEREAS** the Region and the Township desire to enter into this Planning Services Agreement ("Agreement");

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Region and the Township agree as follows:

# 1. PURPOSE AND SCOPE

- 1.1. This Agreement sets out the advice, assistance and services to be provided by the Region to the Township in respect of planning matters so as to promote the delivery of efficient and effective municipal planning services using a "one-window" approach.
- 1.2. The Parties acknowledge and agree that notwithstanding any other provision of this Agreement, the planning services provided by the Region under this Agreement shall be provided on an as-needed basis in accordance with the Township's planning needs and the volume of development applications received and that this Agreement does not guarantee a minimum or any number of service requests by the Township.
- 1.3. The Parties further acknowledge and agree that in furtherance of the "one-window" approach to providing municipal planning services, Region planning staff may on occasion use Township resources such as office space, communications equipment and letterhead, to provide services under this Agreement. However, this Agreement does not and shall not be taken to create an employment relationship between any member of Region planning staff and the Township.
- 1.4. The Parties further acknowledge and agree that this Agreement shall encompass, address and govern all planning services provided by or exchanged between the Region and the Township but shall not encompass, address or govern other service relationships between the Region and the Township, including but not limited to all non-planning services.

# 2. TERM

- 2.1. This Agreement shall be subject to approval by the Council of the Region and the Council of the Township and upon such approvals, shall be deemed effective on the date that is ninety (90) days following the proclamation of amendments to the *Planning Act* pursuant to which the Region becomes an upper-tier municipality without planning responsibilities and shall, unless terminated earlier in accordance with this Agreement, expire on the date that is ninety (90) days following the next regular municipal election ("the Term").
- 2.2. At least twelve (12) months prior to the expiry of the Term, staff of the Parties shall enter into good faith negotiations to extend or amend this Agreement on such terms and conditions as may be agreed to by the Parties and approved by their respective Councils.

2.3. The terms and conditions of this Agreement shall apply to all services requested, commenced and/or provided prior to the end of the Term, including during the negotiation period prescribed by paragraph 2.2. In the event that the Parties have agreed to extend or amend this Agreement but have not sought Council approval by the end of the Term, the terms and conditions of this Agreement shall continue to apply until Council has considered the proposed extension or amendment of this Agreement, provided that this occurs within nine (9) months of the end of the Term, failing which this Agreement shall expire.

# 3. PLANNING SERVICES PROVIDED BY THE REGION

- 3.1. The Region shall provide to the Township the planning services set out in Appendix "A", which is appended hereto and forms part of this Agreement and shall adhere to all timeframes for service delivery set out therein.
- 3.2. The Township shall circulate all pre-consultation applications to the Region where the application identifies a service to be provided by the Region in accordance with Appendix "A". Where the Region is able to provide the services identified in the pre-consultation application, the Township shall not receive such services from any other source.
- 3.3. The Region may decline a request to provide Services in Appendix "C" where providing the Services would require efforts beyond current capacity including Services requested by other municipalities which;
  - 1. require more time than the Region's representatives can reasonably commit,
  - 2. lead to or constitute a conflict of interest, or
  - 3. prevent the Region or its representatives from meeting any other duties.
- 3.4. The Region shall charge fees in accordance with the Region's Fees and Charges Bylaw for the planning services provided to the Township under paragraph 3.1, which shall be the same rate as is charged by the Region to all of its local municipalities for the services set out in Appendix "A".
- 3.5. The Region shall provide to the Township the planning services set out in Appendix "B", which is appended hereto and forms part of this Agreement, upon receipt of a written request by the Township, and shall adhere to all timeframes for service delivery set out therein.
- 3.6. The Region shall charge fees in accordance with the Region's Fees and Charges Bylaw for the planning services provided to the Township under paragraph 3.4, which shall be based upon the rates set out in Appendix "B", and which shall be funded by the fee(s) for the development application to which the services relate.
- 3.7. The Region shall provide to the Township the planning services set out in Appendix "C", which is appended to and forms part of this Agreement, upon the exchange of a written service request from the Township and a written service and budget proposal

from the Region, which shall be agreed to by the Parties before the services are provided.

- 3.8. The Region shall charge fees in accordance with Region's Fees and Charges By-law for the planning services provided to the Township under paragraph 3.6, which shall be based upon the hourly rates set out in Appendix "C", and which shall be funded as budgeted for by the Township.
- 3.9. The fees required to be paid by the Township to the Region under this Agreement, shall be collected by the Township and remitted to the Region. The fees shall be invoiced by the Region to the Township on a monthly basis.
- 3.10. Notwithstanding paragraph 3.8, the Region shall be responsible for and reimburse the Township for any fees required to be refunded under sections 34(10.12) and 41 (11.1) of the *Planning Act* if the Region does not meet the timelines set out in Appendix "A" or any timelines applicable to the services set out in Appendix "B" or Appendix "C", irrespective of the reason(s) for non-compliance.
- 3.11. The Township shall be responsible for and indemnify the Region, if necessary, for any fees required to be refunded by the Region under sections 34(10.12) and 41(11.1) of the *Planning Act* if the Township does not meet the timelines as set out in Appendix "A" or Appendix "C", irrespective of the reason(s) for non-compliance.
- 3.12. Notwithstanding the foregoing, the Parties may mutually agree to waive reimbursement or indemnification of fees refunded under paragraphs 3.9 and/or 3.10.
- 3.13. The Region will provide planning advice and opinions as necessary and participate in any proceeding including proceedings before the Ontario Land Tribunal in accordance with the provisions and rates set out in this Agreement in accordance with the Region's Fees and Charges By-law.
- 3.14. The fees charged by the Region under this Agreement may be increased and adjusted annually in accordance with the Consumer Price Index or any applicable fee increases, or adjustments identified in the Region's Fees and Charges By-law.
- 3.15. The Township will pay all of the Region's invoices issued under this Agreement within thirty (30) days of the invoice date. Should the Township fail to make payment or portion thereof on invoices issued under this Agreement, the Township shall pay to the Region interest due on the amount in default at the rate of fifteen (15) per cent per annum, accrued monthly, from the due date of the invoice until the payment is made.
- 3.16. The fees charged by the Region under this Agreement shall be paid in full by the Township in accordance with the terms of this Agreement and shall not be credited to or set off against any other amounts owing or payable by the Parties pursuant to any other agreement or arrangement between them.

- 3.17. At the end of the first year of the Term, the Parties shall conduct a review of fees charged by the Region under this Agreement and shall determine if any fees require adjustment for one (1) or more subsequent years of the Term.
- 3.18. Planning services provided by the Region under this Agreement shall comply with all applicable professional and industry standards.
- 3.19. At the end of each year of the Term, the Parties may, at the request of either Party, conduct a joint review of all services provided by the Region under this Agreement in the preceding year. The purpose of the review shall be to assess and determine if the timelines, service requirements and levels of service prescribed by this Agreement have been met. For greater certainty, any such review shall not encompass, address or alter the nature of services to be provided by the Region under this Agreement in subsequent years of the Term.

#### 4. CONFLICT

- 4.1. In the event of a conflict between the Region and the Township as to the interpretation of a Provincial Plan, Provincial Policy and/or an Official Plan Policy, planning staff of the Region and the Township shall work together to resolve the interpretation issue and if such issue is not resolved, the Township, as the approval authority, shall make a final determination in respect of the conflict.
- 4.2. Either Party may decline to request or provide planning services in relation to a specific matter if there is an actual or perceived conflict between the interests of the Region and the interests of the Township in relation to that matter arising under this Agreement. The Chief Administrative Officer of the Region and the Chief Administrative Officer of the Township shall have authority to determine if there is an actual or perceived conflict of interest and, where a Party identifies an actual or perceived conflict of interest, it shall immediately notify the other Party of same.

# 5. INSURANCE AND INDEMNITY

- 5.1. During the Term, the Region shall obtain and maintain in full force and effect a policy of errors and omissions insurance with limits of not less than two million dollars (\$2,000,000.00). The policy shall provide for no less than thirty (30) days' notice of cancellation or non-renewal and shall name the Township as an additional insured but only with respect to this Agreement.
- 5.2. During the Term, the Township shall obtain and maintain in full force and effect a policy of errors and omissions insurance with limits of not less than two million dollars (\$2,000,000.00). The policy shall provide for no less than thirty (30) days' notice of cancellation or non-renewal and shall name the Region as an additional insured but only with respect to this Agreement.
- 5.3. The Region and the Township shall each indemnify and save harmless the other from claims of any kind arising from or in any way related to this Agreement.

#### 6. DISPUTE RESOLUTION

- 6.1. In the event that a dispute arises as to the interpretation, application and/or execution of this Agreement, including but not limited to any Party's rights or obligations under this Agreement and/or an allegation of default or breach, the Party that disputes the other Party's position or conduct shall provide written notice of the dispute.
- 6.2. Where a notice of dispute is received in accordance with paragraph 6.1, the Parties' planning staff shall use best efforts to resolve the dispute for a period of thirty (30) days from the date on which the notice is delivered. The Parties may extend the negotiation period if they agree that a reasonable extension is likely to resolve the dispute.
- 6.3. In the event that the Parties' planning staff fail to resolve the dispute, the Parties' Chief Administrative Officers shall use best efforts to resolve the dispute for a period of thirty (30) days from the date on which the discussions commence. The Parties may extend the negotiation period if they agree that a reasonable extension is likely to resolve the dispute.
- 6.4. In the event that the Parties fail to resolve a dispute under paragraphs 6.2 or 6.3, the parties shall refer the matter to non-binding mediation by a mediator agreed on by the Parties. If mediation fails to resolve the dispute, the Parties shall refer the matter to arbitration by an arbitrator agreed on by the Parties and shall proceed in accordance with the provisions of the *Arbitration Act*, *1991*, S.O. 1991, c. 17, without any right of appeal.
- 6.5. Each Party shall bear its own costs associated with the determination of disputes arising under this Agreement, including but not limited to legal, mediation and arbitration costs.

#### 7. EVENTS OF DEFAULT AND TERMINATION

- 7.1. Any of the following circumstances constitutes a default under this Agreement:
  - (a) if a Party fails to make any payment required under this Agreement and such failure continues for a period of one hundred and eighty (180) days after written notice thereof has been given by the other Party pursuant to the provisions of this Agreement; and/or
  - (b) other than a default under (a) above, if a Party is in default under any of the provisions of this Agreement and such default continues for a period of fourteen (14) days after written notice thereof has been given by the other Party.
- 7.2. Upon an event of default set out in paragraph 7.1, either Party may terminate this Agreement on sixty (60) days' written notice to the other Party.
- 7.3. Notwithstanding sections 7.1 and 7.2, either Party may terminate this Agreement without cause, upon eighteen (18) months' notice.

### 8. NOTICE

- 8.1. Any and all information, records, notices, approvals, waivers, agreements, extensions or other communications pursuant to this Agreement given by the Region or the Township shall be in writing unless the Parties agree otherwise in writing.
- 8.2. Any notices required to be given pursuant to this Agreement shall be delivered by personal delivery, regular or prepaid first class mail, or email and addressed to the Party to whom it is given as follows:

If to the Region:	THE REGIONAL MUNICIPALITY OF NIAGARA 1815 Sir Isaac Brock Way P.O. Box 1042 Thorold ON L2V 4T7 Attention: INSERT NAME AND EMAIL ADDRESS
If to the Township(ship):	THE CORPORATION OF THE TOWNSHIP(SHIP) OF NAME INSERT ADDRESS INSERT ADDRESS INSERT ADDRESS Attention: INSERT NAME AND EMAIL ADDRESS

or such other address or email address of which either Party has notified the other, in writing, and any such notice shall be deemed sufficient under this Agreement.

- 8.3. Any notice given pursuant to this Agreement shall be deemed to have been given to and received by the Party to whom it is addressed as follows:
  - (a) where personally delivered, on the date of delivery;
  - (b) where sent by regular or prepaid first class mail, on the fifth (5<sup>th</sup>) day after mailing; or
  - (c) where sent by email, on the date of email transmission, unless the email was sent after 4:00 p.m., in which case notice is deemed to have been given and received on the next business day.

# 9. GOOD FAITH

- 9.1. The Township and the Region, including their planning staff and any other employees, officers, representatives and agents shall at all times act honestly, in good faith and with all due diligence and dispatch in taking all actions and in making all decisions pertaining to the implementation and administration of this Agreement.
- 9.2. The Township and the Region, including their planning staff and any other employees, officers, representatives and agents shall make their best and timely efforts upon the reasonable request of the other Party to make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things,

devices and assurances whatsoever necessary to give effect to this Agreement and the terms and conditions contained herein.

#### **10. AMENDMENTS**

- 10.1. This Agreement may be amended by mutual agreement of the Parties at any time during the Term. Any changes, alterations or amendments to this Agreement shall be made in writing and signed by one or more persons authorized as representatives of the Region and the Township and who can bind the respective Parties, and shall be appended to this Agreement.
- 10.2. Without limiting the generality of the foregoing, the Parties may amend this Agreement at any time during the Term to add as Appendix "D" a list of further services as special projects that the Region may provide, subject to capacity, to the Township and for which the Region shall charge fees in accordance with its Fees and Charges By-law. Services provided pursuant to Appendix "D" shall be subject to section 3 of this Agreement.
- 10.3. For greater certainty, the Parties are authorized to amend this Agreement in accordance with paragraphs 10.1 and 10.2 without requiring the approval of their respective Councils provided that the amendments are minor in nature, are mutually agreed to by the Parties and do not impact or change the purpose or intent of this Agreement.

#### 11. GENERAL

- 11.1. In this Agreement, words importing a singular number shall include the plural and vice versa, words importing the any gender shall include all genders and words importing persons shall include firms and corporations and vice versa.
- 11.2. Unless the context otherwise requires, the words "Region" and "Township" wherever used in this Agreement shall be construed to include and to mean the successors and/or assigns of the Region and the Township respectively.
- 11.3. This Agreement shall be governed, construed and enforced according to the laws of the Province of Ontario and the laws of Canada applicable therein.
- 11.4. In the event that any of term, condition or provision contained in this Agreement is determined by a court or tribunal of competent jurisdiction to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions of this Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 11.5. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

- 11.6. Moreover, any delay or failure on the part of a Party to exercise or enforce any right, power or remedy conferred by this Agreement shall not constitute a waiver of same and shall not constitute a waiver of any rights, powers or remedies with respect to any subsequent default or breach.
- 11.7. The Parties acknowledge and agree that nothing in this Agreement shall be deemed to fetter or interfere with either Party's responsibilities and rights as municipal bodies.
- 11.8. This Agreement constitutes the entire agreement between the Parties relating to the matters set out herein. There are no representations, promises, covenants or other terms relating to the content of this Agreement and this Agreement supersedes any prior discussions, understandings or agreements between the Parties in relation to its subject matter.
- 11.9. This Agreement may be signed in counterpart, each of which is an original and all of which together constitute a single document. Counterparts may be executed in original or electronic form and may be exchanged by way of mail or PDF file delivered by email.

# [signature page follows]

IN WITNESS WHEREOF, the Region has on the _	day of	, 2023
executed this Agreement.		

# THE REGIONAL MUNICIPALITY OF NIAGARA

Per:

Name:

Title:

I have the authority to bind the Regional Corporation

**IN WITNESS WHEREOF**, the Township(ship) has on the \_\_\_\_ day of \_\_\_\_\_, 2023 executed this Agreement.

# THE CORPORATION OF THE TOWNSHIP(SHIP) OF

Per:

Name:

Title:

I have the authority to bind the Corporation

# **APPENDIX "A" Township of Wainfleet**

#### **Planning Services and Timeframes Provided by the Region**

# at Same Rate for All Local Municipalities

Development Planning Service Review to be provided for planning applications and nonplanning applications may include, but is not limited to the following:

- Land Use Compatibility
- Archaeological assessment
- Environmental Review
- Employment Land Conversion
- Record of Site Condition
- Former Landfill Sites
- Gas and Petroleum Resources
- Screening to address Water Protection
- Urban Design (as needed)
- Duty to Consult

Process Type	Pre-Consultation Timeframes	Complete Application Timeframes
Site specific Regional Official Plan Amendment	Region to receive required information/plans a min. of <b>10</b> <b>calendar days</b> prior to pre- consultation. Region to provide comments <b>12</b> <b>calendar days</b> After Pre-Consultation meeting. Any peer reviews to be identified at pre-consultation meeting. Recommend meetings in advance of pre-con for complex applications	Region to provide comments within 20 calendar days

Process Type	Pre-Consultation Timeframes	Complete Application Timeframes
	Area Municipality provide Pre- Consultation notes to applicant within 14 calendar days	
Secondary Plan (Local Official Plan Amendment)	Same as above	As determined in consultation with the area municipality
Complete Application Review	N/A	Region to provide comments within 20 calendar days
Other Comprehensive Local Official Plan Amendment	Same as above	As determined in consultation with the area municipality
Site specific Local Official Plan Amendment	Same as above	Region to provide comments within 20 calendar days
Combined OPA/Zoning Amendment	Same as above	Region comments within 20 calendar days
Comprehensive zoning by-law (initiated by area municipality)	Same as above	As determined in consultation with the area municipality
Site specific zoning by- law amendment (including Holding Provision)	Same as above	Region to provide comments within 20 calendar days
Draft plans of subdivision or condominium	Same as above	Region to provide comments within 35 calendar days

Process Type	Pre-Consultation Timeframes	Complete Application Timeframes
Modifications to Draft Approved Subdivision and Condominium	Same as above	Region to provide comments within 35 calendar days
Consent	Same as above	Region to provide comments within 10 calendar days in urban areas and within 14 calendar days in rural areas (on private services).
Minor Variance	Same as above	Region to provide comments within 10 calendar days.
Site Plan	Same as above	Region to provide comments within 14 calendar days
Extension of draft Approval	Same as above	Region to provide comments within 10 calendar days
Clearance of Conditions	Same as above	Region to provide comments within 15 calendar days
Niagara Escarpment Development Permit	Same as above	Region to provide comments within 30 calendar days
Niagara Escarpment Plan Amendment	Same as above	Region to provide comments within 60 calendar days

# **APPENDIX "B"**

# Planning Services Provided by the Region Upon Request Fee for Service Funded by Development Applications

# Appendix B- Niagara Region Planning Fee for Service

# **Development Planning Review Service:**

Includes Provincial Policy and Regional review for the below listed applications. Depending on the nature of the application the review may include and is not limited to *Land Use Compatibility*<sup>1</sup>, *Archaeological assessment, Employment Land Conversion, Former Landfill Sites, Gas and Petroleum Resources, Screening to address Source Water Protection* 

Service	Fee
Official Plan Amendments	
Regional Official Plan Amendment Review	\$11,205
Regional Official Plan Amendment Application Fee - Urban Boundary Expansion	\$11,205
ROPA to establish or expand and a pit or quarry	\$114,100
Major Official Plan Amendment Review (3 or more types of Provincial/Regional policy review)	\$4,775
Minor Official Plan Review (2 or less types of Provincial/Regional policy review)	\$2,450
Subdivision, Vacant Land or Common Element Condominium	Base Fee:
Draft Plan Review Base Fee (Fee is based on the entire area of the subdivision and consists of a base fee and per hectare fee)	\$1,790
Draft Plan Per Hectare Fee (Fee is based on the entire area of the subdivision and consists of a base fee and per hectare fee)	\$790
Revision to Submission by Applicant (Prior to Draft Approval)	\$1,925

*\*development planning fee only includes planning review* 

<sup>&</sup>lt;sup>1</sup> Peer Reviews will not be a fee for service but will be required to be paid for by the applicant when required for a development application. Peer Reviews will be identified during pre-con including cost estimate.

Modification of Draft Plan Approval	\$1,925
Extension of Draft Plan Approval	\$1,395
Extension of Draft Plan Approval (Approved prior to 2006)	\$2,775
Clearance of Draft Plan Conditions (per phase)	\$1,925
Standard Condominium Base Fee	L
Standard Condominium – Draft Plan Review	\$1,775
Revisions to Submission by Applicant (Prior to Approval)	\$1,245
Modification of Standard Draft Plan of Condominium Approval	\$1,245
Extension of Standard Draft Plan of Condominium Approval	\$890
Extension of Standard Draft Plan of Condominium Approval (Approved prior to 2006)	\$890
Clearance of Conditions (Standard Plan of Condominium)	\$1,600
Zoning By-law Fees	
Major Zoning By-law Amendment Review	\$2,500
Minor Zoning By-law Amendment Review	\$1,395
Agricultural Purposes Only (APO) zoning amendment	\$1,090
Revision to Submission by Applicant (Major) (Prior to Approval)	\$1,075
Removal of holding symbol	\$895
Consent Fees	
Consent Review- Urban	\$510
Consent Review – Rural/ Outside Urban	\$835

Final certification fee (active consent files still remaining under the authority of the Region will be subject to Final Certification Fee, payable upon request for final certification, prior to registration.)	\$740
Site Plan Fees	
Major Site Plan	\$1,345
Revision to Submission by Applicant (Prior to approval)	\$780
Clearance of Site Plan Conditions	\$995
Minor Variance	
Minor Variance	\$760
Niagara Escarpment Plan Applications	
Development Permit Review	\$2,225
Minor Development Permit Review (no provincial/regional interests- pools sheds, etc)	\$830
<b>Environmental Site Assessments (brownfields) Request to Use</b> Non-potable Water Site Condition Standards	
Response to request	\$410
Response to Request- Update Letter	\$150
Secondary Plans	
Secondary Plans (privately initiated)	\$6,935
Pre-Consultations	φ0,755
Pre-Consultation Review	\$500
Special Studies	
1. Environmental Review	
Major EIS Review (2 or more features)	\$3,000
Minor EIS Review (1 feature)	\$1,500
EIS TOR Review	\$535
EIS Second Submission and greater (Addendum) Review	Half of Original Fee
EIS Draft Review	\$535
Review of Restoration Plan	\$760
Review of Tree Preservation Plan	\$380

Review of Monitoring Plan	\$975
2. Urban Design	<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>
Major Urban Design Review	\$1,000
Minor Urban Design Review	\$300
3. General Planning Services	
<ul> <li>Growth Management <sup>2</sup></li> <li>Localized review of infrastructure capacity</li> <li>Detailed evaluation of urban boundary expansion areas, review of population and employment forecasts and distribution, staging of development, cross boundary matters</li> </ul>	Fee for service based on agreed upon terms
District Plans/ Secondary Plans/ Master Plans	Fee for service based on agreed upon terms (\$85.00 per hour)
Duty to Consult with Indigenous Nations <ul> <li>Manage relationships, provide consultation</li> </ul>	Fee for service based on agreed upon terms (\$85.00)
Natural Heritage System Mapping Maintenance <sup>3</sup>	Fee for service based on agreed upon terms (\$85.00)
GIS support and other mapping	Fee for service based on agreed upon terms (\$85.00)
Ontario Land Tribunal Support	Fee for service based on agreed upon terms (\$85.00)

<sup>&</sup>lt;sup>2</sup> The Region will continue to provide Growth Management at a regional infrastructure, housing supply activity,

employment activity <sup>3</sup> The EIS review fee captures maintenance of the Regional Natural Heritage System Map, for those municipalities not utilizing environmental planning review function and will require maintenance, it will be a fee for service

# **APPENDIX "C"**

# Planning Services Provided by the Region Upon Request Fee for Service Funded as Budgeted for by the Town

Special Projects to be based on a rate per hour. (\$ 85.00)

Special Project Service List Include the following, based on available staffing capacity:

- **Growth Management** -Population and employment forecasts and distribution -Planning/Infrastructure/Finance integration -Infrastructure Staging -Adequate and sustainable financing
- Special Projects -Secondary Plans -Watershed planning -Archaeology -GIS support
- Sustainability Initiatives
- Secondment Requests

# APPENDIX "D"

MOU- Engineering Services (to be developed and updated)



October 13, 2023

16 Days of Activism Against Gender-Based Violence

Dear Regional Chair, Niagara Mayors and Municipal Councillors,

I am writing on behalf of the Canadian Federation of University Women, Welland and District and local organizations who are working to end gender-based violence. We are requesting your continued participation in the 16 Days of Activism against Gender-Based Violence campaign.

This year, we are working to coordinate our efforts and are asking each municipality to consider proclaiming November 25th as the International Day for the Elimination of Gender-Based Violence and raising a Wrapped in Courage flag to raise awareness and promote gender equality.

The 16 Days of Activism Against Gender-Based Violence begins on November 25, the International Day for the Elimination of Gender-Based Violence and ends on December 10, International Human Rights Day.

I have attached a sample proclamation for your consideration and can arrange to deliver a flag to you, if you do not already have one. This year, the first day of the campaign is Saturday, November 25.

The 16 Days is an opportunity for the mayor and council to issue a reaffirming statement of the city's commitment to raise awareness of gender-based violence, to promote the need for resources to help prevent it and to help victims in the Niagara Region access support. We wish to thank you for your consideration of this request and for all you have done in the past to raise awareness of domestic violence and to support our organizations. If you require additional information please let me know. If you plan to issue a proclamation or use other means of supporting this campaign please let us know as we would be happy to participate and assist in any way possible.

Sincerely,

Gwenn Alves

905-708-5718

Advocacy Committee, CFUW Welland and District

On behalf of Birchway Niagara (formerly Women's Place of South Niagara), Niagara Region Sexual Assault Clinic 16 Days of Activism beginning November 25 International Day for the Elimination of Gender-Based Violence Against Women until December 10 Human Rights Day

**Whereas** violence continues to be the greatest gender inequality rights issue for women, girls, and gender-diverse people and

Whereas November is Women Abuse Prevention Month in Ontario and

**Whereas** Our community is committed to ending all forms of gender-based violence

# Now therefore, we proclaim and declare

The 16 Days of Activism Against Gender- Based Violence to begin

November 25 and continue until December 10

And urge all citizens to recognize these days to increase awareness and to take action to support survivors of gender-based violence.

# BY-LAW NO. 042-2023

Being a by-law to provide for interim tax levies for the year 2024 for the Township of Wainfleet.

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

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

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

- 1. The amounts levied shall be as follows:
  - 1.1.For the Residential, Pipeline, Farmland and Managed Forest property classes there shall be imposed and collected an interim levy of:
    - (a) the percentage prescribed by the Minister under section 317(10) of the *Municipal Act;* or,
    - (b) 50%, if no percentage is prescribed,

of the total taxes for municipal and school purposes levied on in the year 2023.

- 1.2. For the Multi-Residential, Commercial and Industrial property classes there shall be imposed and collected an interim levy of:
  - (c) the percentage prescribed by the Minister under section 317(10) of the *Municipal Act;* or,
  - (d) 50% if no percentage is prescribed,

of the total taxes for municipal and school purposes levied on in the year 2023.

- 2. All taxes levied under this by-law shall be payable into the hands of the Collector in accordance with the provisions of this by-law.
- 3. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one and one-quarter percent (1¼%) of the amount in default on the first day of default and on the first day of each calendar month during which the default continues.

- 4. The interim tax levy imposed by this by-law shall be paid in two installments due on the following dates:
  - 4.1. One-half (1/2) thereof on the <u>29<sup>th</sup> day of February of 2024</u>.
  - 4.2. One-half (1/2) thereof on the <u>30<sup>th</sup> day of April of 2024</u>.
- 5. The Collector may mail or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law, a notice specifying the amount of taxes payable.
- 6. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Collector's roll under section 340 of the *Municipal Act*.
- 7. The subsequent levy for the year 2024 to be made under the *Municipal Act* shall be reduced by the amount to be raised by the levy imposed by this by-law.
- 8. The provisions of s.317 of the *Municipal Act*, as amended apply to this by-law with necessary modifications.
- 9. The Collector shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 5 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.
- 10. Nothing in this by-law shall prevent the Collector from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
- 11. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.
- 12. This By-law shall come into force as of the 1<sup>st</sup> day of January, 2024.

BY-LAW READ AND PASSED THIS 1<sup>st</sup> DAY OF NOVEMBER, 2023.

B. Grant, MAYOR

# BY-LAW NO. 043-2023

Being a by-law to authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2024.

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

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

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

# 1. Borrowing Authority

The Head of Council and the Treasurer are hereby authorized on behalf of the Municipality to borrow from time to time by way of promissory note or bankers' acceptance during the year 2024 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected and until other revenues are received, the current expenditures of the Corporation for the purposes set out in Section 407(1).

# 2. Instruments

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

# 3. Lenders

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

# 4. Limit on Borrowing

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

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

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

## 5. Borrowing Documents Required

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

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

## 6. When Estimates Not Adopted

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

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

## 7. Charge on Revenue

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

# 8. Directive to Treasurer

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

# 9. Additional Documents

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

# 10. Effective Date

This By-law shall come into force as of the 1<sup>st</sup> day of January, 2024.

BY-LAW READ AND PASSED THIS 1<sup>st</sup> DAY OF NOVEMBER, 2023.

B. Grant, MAYOR

### BYLAW NO. 044-2023

Being a bylaw to amend Bylaw No. 022-2023 being a by-law to govern the proceedings of the Township of Wainfleet Council, the conduct of its Members and the calling of meetings.

**WHEREAS** Subsection 238 (2) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that every municipality and local board shall adopt a procedure bylaw for governing the calling, place and proceedings of meetings;

**AND WHEREAS** the Council for the Township of Wainfleet deems it necessary to amend Bylaw No. 022-2023 being the Township of Wainfleet Procedural Bylaw;

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

1. **THAT** subsection 5.4 be amended to read the following:

Regular Meetings shall be held in the Council Chambers at the Municipal Administration Building every third Tuesday at 6:30 p.m. in accordance with the Council meeting schedule prepared by the Clerk and approved by Council resolution, unless Council, by resolution, directs otherwise.

5. **AND THAT** this bylaw shall come into force and take effect upon the day of its passage.

BY-LAW READ AND PASSED THIS 1<sup>ST</sup> DAY OF NOVEMBER, 2023

B. Grant, MAYOR

## BY-LAW NO. 045-2023

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

**WHEREAS** the Council of the Township of Wainfleet has procured an Engineer's Report prepared by Spriet Associates Engineers and Architects for the Newhouse Drain;

**AND WHEREAS** the report dated September 4, 2023, has been authored by Spriet Associates Engineers and Architects and the attached Engineer's Report forms part of this by-law;

AND WHEREAS the estimated total cost of the drainage works is \$32,000;

**AND WHEREAS** \$1, 675 is the amount to be contributed by the Township of Wainfleet for the drainage works;

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

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

- 1. The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report.
- 2. The Corporation of the Township of Wainfleet may borrow on the credit of the corporation the amount of \$32,000, being the amount necessary for the improvement of the drainage works. This project will not be debentured.
- 3. This By-law comes into force on the passing thereof and may be cited at the "Newhouse Drain By-law".

BY-LAW READ A FIRST TIME THIS 1<sup>ST</sup> DAY OF NOVEMBER, 2023.

BY-LAW READ A SECOND TIME THIS 1<sup>st</sup> DAY OF NOVEMBER, 2023.

PROVISIONALLY ADOPTED THIS XX DAY OF XX, 2023.

B. Grant, MAYOR

# **NEWHOUSE DRAIN**

# **Township of Wainfleet**



Our Job No. 222146

September 14, 2023

London, Ontario September 14, 2023

### NEWHOUSE DRAIN

### Township of Wainfleet

To the Mayor and Council of the Township of Wainfleet

Mayor and Council:

We are pleased to present our report on the construction of the Newhouse Municipal Drain serving parts of Lots 29 to 31, Concessions 4 and 5, in the Township of Wainfleet.

### AUTHORIZATION

This report was prepared pursuant to Section 4 of the Drainage Act. Instructions were received from your Municipality with respect to a motion of Council. The work was initiated by a petition signed by the owners whose lands contain over 60 percent of the area requiring drainage.

### DRAINAGE AREA

The total watershed area as described above contains approximately 45.6 hectares. The area requiring drainage for the Newhouse Drain is described as the lands on the south side of Highway No. 3 in Lot 29, Concession 4.

### HISTORY

This drain is tributary to the Big Forks Drain which was last constructed pursuant to a report submitted by J.B. Wiebe, P. Eng., dated July 13, 1984. The drain is bound by the East Kelly Drain to the south and east and bound by the McCallum Drain to the west.

## EXISTING DRAINAGE CONDITIONS

A site meeting was held with respect to the project and through later discussions the owners reported the following:

 that the area is currently served by a private ditch across the property of H. Lammers (Roll No. 11-068) and roadside ditching along Highway No. 3



### **EXISTING DRAINAGE CONDITIONS**

• that the owner, Newhouse Onions Ltd. (Roll No. 9-085-01), indicated that they would like to secure a legal outlet for their lands on the south side of Highway No. 3

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

- that this area is currently served by a private open drain which could be improved to a municipal drain in the lands of H. Lammers (Roll No. 11-068)
- that the existing culvert under Highway No. 3 is in poor condition and requires replacement
- that the area west of Perry Road and Wills Road all drain east towards the intersection at Highway No. 3
- that the existing road ditch on the south side of the Highway No. 3 between Wills Road and the existing 1200mm diameter C.S.P. could be improved as a municipal drain to provide an improved outlet for the intersection and abutting lands.

Preliminary design, cost estimates and assessments were prepared, and an informal public meeting was held August 15, 2023 to review the findings and preliminary proposals. Further input and requests were provided by the affected owners at that time and at later dates. Based on the proposed design it was decided to proceed with the report.

#### DESIGN CONSIDERATIONS

The Drainage Coefficient method contained in the "DRAINAGE GUIDE FOR ONTARIO", Publication 29 by the Ontario Ministry of Agriculture, Food, and Rural Affairs (OMAFRA) is typically used to design municipal drains.

The proposed design and report have been generally completed using the "GUIDE FOR ENGINEERS WORKING UNDER THE DRAINAGE ACT IN ONTARIO" OMAFRA Publication 852.

## RECOMMENDATIONS

We are therefore recommending the following:

- that the existing private open drain be improved from the Big Forks Drain in the lands of H. Lammers (Roll No. 11-068) and head south towards the lands of J. & H. Odreman (Roll No. 11-069), then south across Highway No. 3, then head west in the road allowance towards the intersection of Wills Road for a total length of 430 lineal meters
- that the existing culvert under Highway No. 3 is in poor condition and requires replacement by the Road Authority. When it is replaced it should be deepened to provide adequate free board for the upstream tiles
- that in the lands of H. Lammers (Roll No. 11-068) restoration shall be to original conditions and care taken to preserve the large trees on their lands.



#### RECOMMENDATIONS

• that the work in the road allowance be completed from the roadway and that excavated material be hauled away and disposed of.

#### ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES

There are no significant wetlands or sensitive areas within the affected watershed area or along the route of the drains.

This project has been reviewed by the Fisheries Protection Program & Oceans Canada, File Number (22-HCAA-01829) and they recommended the following be incorporated into the project in their letter of advice dated June 29, 2023:

- plan in-water work, undertaking, or activity to respect timing windows (i.e., no in-water work between March 15 July 15 of any given year)
- develop and implement an Erosion and Sediment Control Plan to avoid the introduction of sediment into any waterbody during all phases of work.

#### SUMMARY OF PROPOSED WORK

The proposed work consists of approximately 430 lineal meters of open ditch reconstruction and incorporation including bank seeding and sediment basins.

#### SCHEDULES

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

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

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$32,000.00. This estimate includes engineering and administrative costs associated with this project.

Schedule 'C' - Assessment for Construction. This schedule outlines the distribution of the total estimated cost of construction over the roads and lands which are involved.

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

Drawing No. 1 Job No. 222146 and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.



### ALLOWANCES

**DAMAGES**: Section 30 of the Drainage Act provides for the compensation to landowners along the drain for damages to lands and crops caused by the construction of the drain. The amount granted is based on \$4,6470.00/ha. for open ditch work with excavated material. This base rate is multiplied by the hectares derived from the working widths shown on the plans and the applicable lengths.

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

For open ditches, the allowance provides for the loss of land due to the construction provided for in the report. The amounts granted are based on the value of the land, and the rate used was \$33,360.00/ha. When any buffer strip is incorporated and/or created, the allowance granted is for any land beyond a 1.8-meter width deemed to have always been part of the drain

#### ASSESSMENT DEFINITIONS

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

**BENEFIT** as defined in the Drainage Act means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair, or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface or sub-surface water, or any other advantages relating to the betterment of lands, roads, buildings, or other structures.

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

In addition, a Public Utility or Road Authority shall be assessed for and pay all the increased cost to a drainage works due to the construction and operation of the Public Utility or Road Authority. This may be shown as either benefit or special assessment.

### ASSESSMENT

A modified "Todgham Method" was used to calculate the assessments shown on Schedule 'C'- Assessment for Construction. This entailed breaking down the costs of the drain into sections along its route. Special Assessments were then extracted from each section.

The remainder is then separated into Benefit and Outlet costs. The Benefit cost is distributed to those properties receiving benefit as defined under "Assessment Definitions", with such properties usually being located along or close to the route of the drain.



## **ASSESSMENT** (cont'd)

The Outlet Costs are distributed to all properties within the watershed area of that section on an adjusted basis. The areas are adjusted for location along that section, and relative run-off rates. Due to their different relative run-off rates, forested lands have been assessed for outlet at lower rates than cleared lands. Also, roads, residential properties, greenhouses have been assessed for outlet at higher rates than cleared farmlands.

The actual cost of the work involving this report is to be assessed on a pro-rata basis against the lands and roads liable for assessment for benefit and outlet as shown in detail below and on Schedule 'C' - Assessment for Construction.

## SPECIAL ASSESSMENT

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

### GRANTS

In accordance with the provisions of Section 85 of the Drainage Act, a grant **may** be available for assessments against privately owned parcels of land which are used for agricultural purposes and eligible for the Farm Property Class Tax rate. Section 88 of the Drainage Act directs the Municipality to make application for this rant upon certification of completion of this drain. The Municipality will then deduct the grant from the assessments prior to collecting the final assessments.

## MAINTENANCE

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

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

Repairs or improvements to any road culvert or sub-surface road crossing, required by the performance of this work and for future repair and/or replacement, shall be the responsibility of the applicable Road Authority, entirely at their cost.



Respectfully submitted, SPRIET ASSOCIATES LONDON LIMITED

B. Widner, P.Eng.



SPRIET ASSOCIATES engineers & architects

## SCHEDULE 'A' - ALLOWANCES

## **NEWHOUSE DRAIN**

# **Township of Wainfleet**

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

			S	ection 29		Section 30		
CONCESSION LOT		ROLL NUMBER (Owner)		ght-of-Wa	IY .	Damages		TOTALS
MAIN DRAIN								
5	Pt. 29	11-068 (H. Lammers)	\$	910.00	\$	450.00	\$	1,360.00
5	Pt. 29	11-069 (J. & H. Odreman)		50.00		80.00		130.00
		Total Allowances	=== \$ ===	960.00	=== \$ ===	530.00	:=== \$ :===	1,490.00
		TOTAL ALLOWANCES O		IAIN DRAI	N		\$_	1,490.00
		TOTAL ALLOWANCES (		IEWHOUS	ΕD	RAIN	\$	1,490.00

6

# NEWHOUSE DRAIN

# **Township of Wainfleet**

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

### MAIN DRAIN

Clearing & grubbing of ditch bank (Approx. 77m)	\$ 2,400.00
Sta. 0+162 - 0+239 77 meters of open ditch cleanout	\$ 2,900.00
Sta. 0+257 - 0+430 173 meters of open ditch cleanout along highway & hauling of excavated material	\$ 4,500.00
Levelling of excavated material	\$ 900.00
Seeding of ditch banks and buffer strips (Approx 500m <sup>2</sup> )	\$ 900.00
Seeding of lawn area (Approx. 3000m²)	\$ 2,500.00
Exposing and locating existing tile drains and utilities	\$ 750.00
Contingencies	\$ 2,000.00
Allowances under Sections 29 & 30 of the Drainage Act	\$ 1,490.00
ADMINISTRATION	
Interest and Net Harmonized Sales Tax	\$ 750.00
Survey, Plan and Final Report	\$ 8,900.00
Expenses	\$ 1,060.00
Supervision and Final Inspection	\$ 2,950.00
TOTAL ESTIMATED COST	\$ 32,000.00

# SCHEDULE 'C'-ASSESSMENT FOR CONSTRUCTION

### NEWHOUSE DRAIN

### Township of Wainfleet

Job No. 222146

Sept 14, 2023

MAIN DRA 4 P 4 4	rt. 28 & 29 Pt. 29	40.4						
4	Pt. 29	40.4						
		13.1	9-085-01 (Newhouse Onions Ltd.)	\$	360.00 \$	3,788.00	\$	4,148.00
4		0.2	9-083 (R. & B. Washington)			45.00		45.00
	Pt. 29	0.3	9-084 (J. Shearer)			59.00		59.00
4	Pt. 29	1.0	9-084-02 (B. Jones)			198.00		198.00
4	Pt. 29	0.6	9-085 (P. & D. Jones)			119.00		119.00
4	Pt. 29	0.6	9-085-02 (R. & A. Newhouse)		400.00	122.00		522.00
4	Pt. 29	0.4	9-085-40 (P. & J. Bruining)		450.00	119.00		569.00
4	Pt. 29	0.4	9-085-50 (M. & K. Smith)			132.00		132.00
4	Pt. 29	0.4	9-085-60 (A. & K. Kiers)			132.00		132.00
4	Pt. 29	0.2	9-086 (R. Hodgins)			66.00		66.00
4	Pt. 30	5.9	9-094 (473479 Ontario Ltd.)			975.00		975.00
4	Pt. 30	0.2	9-090 (J. Post & K. Brouwer)			66.00		66.00
4	Pt. 30	0.5	9-090-01 (D. Newhouse & K. Desroc	hers	s)	165.00		165.00
4	Pt. 30	3.7	9-090-02 (Bunz Properties & Manage	eme	ent Ltd.)	1,223.00		1,223.00
4	Pt. 30	0.4	9-091 (Whiteford Holdings Inc.)			132.00		132.00
4	Pt. 30	0.4	9-092 (S. & T. Goss)			132.00		132.00
4	Pt. 30	0.4	9-092-04 (S. Campbell & J. Wilson)			132.00		132.00
4	Pt. 30	0.8	9-093 (D. Lambert)			264.00		264.00
4	Pt. 30	0.5	9-094-01 (M. & M. Cheshire)			165.00		165.00
4	Pt. 30	0.5	9-094-02 (T. Scandolar & L. Buot)			165.00		165.00
4	Pt. 30	0.5	9-094-03 (R. & J. Armstrong)			165.00		165.00
4	Pt. 30	0.8	9-095 (H. & M. Flagg)			231.00		231.00
4	Pt. 30	0.1	9-096 (A. & C. Schmalenberg)			20.00		20.00
4	Pt. 31	0.9	9-097 (C. & P. Van Leeuwen)			287.00		287.00
4	Pt. 31	0.7	9-097-01 (E. & E. Janes)			245.00		245.00
4	Pt. 31	1.6	9-098 (1000220748 Ontario Ltd.)			529.00		529.00
4	Pt. 31	0.2	9-098-01 (M. & D. Dekker)			66.00		66.00
5	Pt. 29	1.8	11-068 (H. Lammers)		3,160.00	84.00		3,244.00
5	Pt. 29	0.4	11-069 (J. & H. Odreman)		680.00	59.00		739.00
5	Pt. 29	0.4	11-068-05 (Brethren In Christ Church	ר)		79.00		79.00
5	Pt. 29	0.5	11-070 (Brethren In Christ Chuch)			99.00		99.00
5	Pt. 29	0.9	11-071 (Brethren In Christ Church)			149.00		149.00
5	Pt. 30	0.2	12-014 (W. & J. McDonald)			64.00		64.00
5	Pt. 30	0.2	12-015 (M. Belfry)			64.00		64.00
5	Pt. 30	1.6	12-016 (T. & M. Whiteford)			390.00		390.00
5	Pt. 30	0.4	12-017-01 (W. & R. Michener)			131.00		131.00
5	Pt. 30	0.7	12-017 (C. & E. Newhouse)	===		170.00	:==:	170.00
		TOTAL AS	SESSMENT ON LANDS	\$	5,050.00 \$	11,031.00	\$	16,081.00
Highw	ay 3	2.00	Ministry of Transportation	\$	13,160.00 \$	1,085.00	\$	14,245.00
Wills F		0.86	Township of Wainfleet		1,000.00	497.00		1,497.00
Perry I		0.30	Township of Wainfleet	===		177.00		177.00
		TOTAL AS	SESSMENT ON ROADS	\$	14,160.00 \$	1,759.00	\$	15,919.00

## SCHEDULE 'D' - ASSESSMENT FOR MAINTENANCE

### **NEWHOUSE DRAIN**

### **Township of Wainfleet**

Job No. 222146

Sept 14, 2023

CON.	LOT		HECTARES AFFECTED		ERCENTAGE OF IAINTENANCE COST
MAIN DRAIN					
4	Pt. 28 &	29	13.1	9-085-01 (Newhouse Onions Ltd.)	31.5 %
4		29	0.2	9-083 (R. & B. Washington)	0.3
4	Pt.	29	0.3	9-084 (J. Shearer)	0.4
4	Pt.		1.0	9-084-02 (B. Jones)	1.5
4	Pt.		0.6	9-085 (P. & D. Jones)	0.9
4	Pt.		0.6	9-085-02 (R. & A. Newhouse)	0.9
4	Pt.		0.4	9-085-40 (P. & J. Bruining)	0.9
4	Pt.		0.4	9-085-50 (M. & K. Smith)	1.0
4	Pt.		0.4	9-085-60 (A. & K. Kiers)	1.0
4	Pt.		0.2	9-086 (R. Hodgins)	0.5
4	Pt.		5.9	9-094 (473479 Ontario Ltd.)	7.4
4	Pt.		0.2	9-090 (J. Post & K. Brouwer)	0.5
4	Pt.		0.5	9-090-01 (D. Newhouse & K. Desrochers	
4	Pt.		3.7	9-090-02 (Bunz Properties & Managemer	
4	Pt.		0.4	9-091 (Whiteford Holdings Inc.)	1.0
4	Pt.		0.4	9-092 (S. & T. Goss)	1.0
4	Pt.		0.4	9-092-04 (S. Campbell & J. Wilson)	1.0
4	Pt.		0.8	9-093 (D. Lambert)	2.0
4	Pt.		0.5	9-094-01 (M. & M. Cheshire)	1.3
4	Pt.		0.5	9-094-02 (T. Scandolar & L. Buot)	1.3
4	Pt.		0.5	9-094-03 (R. & J. Armstrong)	1.3
4	Pt.		0.8	9-095 (H. & M. Flagg)	1.8
4	Pt.		0.0	9-096 (A. & C. Schmalenberg)	0.2
4		31	0.9	9-097 (C. & P. Van Leeuwen)	2.2
4		31	0.7	9-097-01 (E. & E. Janes)	1.9
4		31	1.6	9-098 (1000220748 Ontario Ltd.)	4.0
4	Pt.		0.2	9-098-01 (M. & D. Dekker)	0.5
5	Pt.		1.8	11-068 (H. Lammers)	0.6
5	Pt.		0.4	11-069 (J. & H. Odreman)	0.4
	Pt.		0.4	11-068-05 (Brethren In Christ Church)	0.6
5		29	0.4	11-070 (Brethren In Christ Chuch)	0.8
5	Pt.		0.9	11-071 (Brethren In Christ Church)	1.1
5 5		29 30	0.9	12-014 (W. & J. McDonald)	0.5
_		30 30	0.2	12-014 (W. & J. McDonaid) 12-015 (M. Belfry)	0.5
5				12-016 (M. Belly) 12-016 (T. & M. Whiteford)	3.0
5		30 30	1.6		1.0
5 5		30 30	0.4 0.7	12-017-01 (W. & R. Michener) 12-017 (C. & E. Newhouse)	1.3
5	۳۱.	30	0.7	12-017 (C. & E. Newflouse)	
		тот	TAL ASSES	SMENT ON LANDS	86.7 % ======
Highway 3			2.0	Ministry of Transportation	8.2
Wills Road	1		0.9	Township of Wainfleet	3.8
Perry Road			0.3	Township of Wainfleet	1.3 %
		тот	TAL ASSES	SMENT ON ROADS	13.3 %

### TOTAL ASSESSMENT FOR MAINTENANCE ON THE MAIN DRAIN

100.0 %

# SCHEDULE OF NET ASSESSMENT

## NEWHOUSE DRAIN

## Township of Wainfleet

# (FOR INFORMATION PURPOSES ONLY)

Job No. 222146

Sept 14, 2023

\* = Non-agricultural

	ROLL NUMBER		TOTAL				APPROX.
	(OWNER)	A	SSESSMEN	Г	GRANT	ALLOWANCES	NET
	9-085-01 (Newhouse Onions Ltd.)	6	4,148.00	\$	1,383.00	\$ \$	2,765.0
*	9-083 (R. & B. Washington)		45.00				45.0
*	9-084 (J. Shearer)		59.00				59.0
*	9-084-02 (B. Jones)		198.00				198.0
*	9-085 (P. & D. Jones)		119.00				119.0
*	9-085-02 (R. & A. Newhouse)		522.00				522.0
*	9-085-40 (P. & J. Bruining)		569.00				569.0
*	9-085-50 (M. & K. Smith)		132.00				132.0
*	9-085-60 (A. & K. Kiers)		132.00				132.0
*	9-086 (R. Hodgins)		66.00				66.0
	9-094 (473479 Ontario Ltd.)		975.00		325.00		650.0
*	9-090 (J. Post & K. Brouwer)		66.00				66.0
*	9-090-01 (D. Newhouse & K. Desrochers)		165.00				165.0
*	9-090-02 (Bunz Properties & Management	L	1,223.00				1,223.0
*	9-091 (Whiteford Holdings Inc.)		132.00				132.0
*	9-092 (S. & T. Goss)		132.00				132.0
*	9-092-04 (S. Campbell & J. Wilson)		132.00				132.0
*	9-093 (D. Lambert)		264.00				264.0
*	9-094-01 (M. & M. Cheshire)		165.00				165.0
*	9-094-02 (T. Scandolar & L. Buot)		165.00				165.0
*	9-094-03 (R. & J. Armstrong)		165.00				165.0
*	9-095 (H. & M. Flagg)		231.00				231.0
*	9-096 (A. & C. Schmalenberg)		20.00				20.0
*	9-097 (C. & P. Van Leeuwen)		287.00				287.0
*	9-097-01 (E. & E. Janes)		245.00				245.0
	9-098 (1000220748 Ontario Ltd.)		529.00		176.00		353.0
*	9-098-01 (M. & D. Dekker)		66.00				66.0
	11-068 (H. Lammers)		3,244.00		1,081.00	1,360.00	803.0
*	11-069 (J. & H. Odreman)		739.00		·	130.00	609.0
*	11-068-05 (Brethren In Christ Church)		79.00				79.0
*	11-070 (Brethren In Christ Chuch)		99.00				99.0
*	11-071 (Brethren In Christ Church)		149.00				149.0
*	12-014 (W. & J. McDonald)		64.00				64.0
*	12-015 (M. Belfry)		64.00				64.0
*	12-016 (T. & M. Whiteford)		390.00				390.0
*	12-017-01 (W. & R. Michener)		131.00				131.0
	12-017 (C. & E. Newhouse)		170.00		57.00		113.0
	Highway 3	\$	14,245.00			\$	14,245.0
	Wills Road		1,497.00				1,497.0
	Perry Road		177.00				177.0
τοτα	LS	\$	32,000.00	\$	3,022.00	\$ 1,490.00 \$	27,488.0

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

Brian Grant, MAYOR

M. Kirkham, DEPUTY CLERK

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

### BY-LAW NO. 046-2023

Being a by-law to adopt, ratify and confirm the proceedings of the Council of the Corporation of the Township of Wainfleet its Special Meeting of Council held October 16, 2023 and its Regular Meeting of Council held November 1, 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**:

- (a) The actions of the Council at its Special Meeting held October 16, 2023 and its Regular Meeting held November 1, 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 1<sup>st</sup> DAY OF NOVEMBER, 2023

B. Grant, MAYOR