



COMMITTEE OF THE WHOLE - GENERAL

Tuesday, October 22, 2024, 6:00 p.m.

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1. CALL TO ORDER	
2. ADOPTION OF AGENDA	
3. CONFLICT OF INTEREST	
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6.2 Community Partners Budget Presentations	
6.2.1 Dan Pilon, CEO - Niagara District Airport Presentation to be added.	
6.2.2 Laura Tait, Acting CEO/Library Manager - NOTL Public Library Presentation to be added	
6.2.3 Gord Arbeau, Vice President, Advancement - Niagara College Presentation to be added.	
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8. INFORMATION PACKAGES

- 8.1 Proclamation Request - World Town Planning Day** 126
Lifted from the October 17, 2024 info package by Lord Mayor Zalepa.
- 8.2 Proclamation Request - Giving Tuesday - December 2024** 127
Lifted from the October 17, 2024 info package by Lord Mayor Zalepa.

9. NOTICE OF MOTION

10. NEW BUSINESS

11. ADJOURNMENT

From: [Town of Niagara-on-the-Lake](#)
To: [Clerks](#)
Subject: Webform submission from: Delegation Request Form
Date: October 11, 2024 2:46:48 PM

CAUTION: This email originated from outside the Town of Niagara-on-the-Lake. Use caution when clicking on a link or opening an attachment unless you know that the content is safe. If unsure, forward the email to IT to validate.

Submitted on Fri, 10/11/2024 - 14:46

Information

Name

Tim Des Islets

Organization Name

Noisemaker Presents Inc

Address

[REDACTED]

Email Address

[REDACTED]

Telephone Number

[REDACTED]

Presentation

Agenda Delegation

Non Agenda Delegation

Topic

I have never spoken on this issue before

For Agenda delegations please include the title of the item. In point form, provide an overview of what points you will be speaking to:

Niagara-on-the-Lake Drinks Fest - Request for Designation of Municipal Significance

Niagara-on-the-Lake Drinks Fest is a proposed new event to be held at Veterans Memorial Park on September 19 and 20, 2025. This event will be an outdoor food, music, and drinks festival with a focus on promoting local vendors and suppliers. We are projecting an attendance of 2,500 people per day and the event will include a lineup of great Canadian music.

A Special Event Permit Application has been submitted and is currently in review by Niagara-on-the-Lake.

A Letter of Designation of Municipal Significance is required to apply for a Special Occasion Permit through the AGCO. An SOP is required for the Special Event Permit to be approved.

Terms

I have read and understand the Delegation Protocol and acknowledge the information contained on this form, including any attachments, will become public documents and listed on Town Meeting Agendas. I also understand presentation materials including speaking notes and electronic presentations must be submitted by email to clerks@notl.com no later than 12:00 p.m. on the Monday prior the scheduled meeting.
Yes

Meeting Time

I wish to appear before:
Council

Date
Tue, 10/22/2024 - 00:00

Presentation Requirements

Do you have a visual presentation (slideshow or photos) to accompany your delegation?
No

I agree
Yes

Delegation

I will be appearing:
In person

I also understand presentation materials including speaking notes and electronic presentations must be submitted by email to clerks@notl.com no later than 12:00 p.m.

on the Monday prior to the scheduled meeting.

Yes

I acknowledge I have 10 minutes to delegate

Yes

**I give permission to be audio and video recorded on the Town of Niagara on the Lake's
livestream**

Yes

Do you require accessible accommodation to participate:

No

Privacy Disclaimer

I have read and understand the above Privacy Disclaimer.

Yes



Noisemaker Presents
200 Caroline St N
Hamilton, ON, L8R 0A6

To Whom It May Concern:

On behalf of Noisemaker Presents and Niagara-on-the-Lake Drinks Fest, I would like to request a letter from The Town of Niagara-on-the-Lake to designate our event as municipally significant in order to apply for and obtain a Special Occasion Permit from the AGCO.

My company, Noisemaker Presents, is planning the first annual Niagara-on-the-Lake Drinks Fest as a food, music, and drinks festival with a focus on promoting local vendors and a lineup of great music. We have submitted a Special Event Application to the Town of Niagara-on-the-Lake which is currently in review.

Niagara-on-the-Lake Drinks Fest intends to bring a total of 4,000 attendees to Veterans Memorial Park in downtown Niagara-on-the-Lake over two days on September 19 and 20, 2025.

Noisemaker intends to model this event on its flagship Paris Drinks Fest event which just celebrated its fifth year in Paris, Ontario. Our target market is made up of adults aged 35 years and older with a focus on culinary tourism.

Niagara-on-the-Lake Drinks Fest will offer a unique opportunity to sample craft beers, local wines, spirits, and food from over 30 vendors, interact with regional and craft makers, listen to dynamic guest speakers, enjoy great music on stage, participate in VIP tastings and events, and sample delicious fare served up by some of the best regional food vendors. Niagara-on-the-Lake Drinks Fest encourages exploration of the finest beers, wines, and spirits from the region and endorses small samples from a wide range of product all while enjoying a relaxed and enjoyable atmosphere that promotes responsible consumption. Attendees of Niagara-on-the-Lake Drinks Fest will leave with a better appreciation and understanding of the diversity and flavors available from Ontario's finest craft beer, wine, and spirits.

Based on our preliminary numbers, approximately 70% of our attendees will be tourists from outside the Niagara region. As one of the few annual events focused on food, drink and music in the area, this event will draw a unique audience to Niagara-on-the-Lake outside of the busy summer season and continue to promote Niagara-on-the-Lake and the Niagara Region as a year-round tourist destination.

Niagara-on-the-Lake Drinks Fest will establish itself as one of Ontario's finest craft drink, food, and music events and become an annual destination for both tourists and residents.

Thank you for your time and for considering Niagara-on-the-Lake Drinks Fest as a municipally significant event. Please feel free to contact me with any other questions.

Best,

A handwritten signature in black ink, appearing to read "Tim Des Islets".

Tim Des Islets
President
Noisemaker Presents Inc.



Town of Niagara-on-the-Lake

1593 Four Mile Creek Road
P.O. Box 100, Virgil, ON L0S 1T0
905-468-3266 www.notl.com

REPORT #: OPS-24-025 **COMMITTEE DATE:** 2024-10-22
REPORT TO: COTW-General **DUE IN COUNCIL:** 2024-10-29
SUBJECT: Memorial Tennis Courts (NOTL Tennis Club - Agreement – OPS-24-025)

1. RECOMMENDATION

It is respectfully recommended that:

- 1.1 The Lord Mayor and Town Clerk be authorized to execute the Agreement (**Appendix I**) between the Corporation of the Town of Niagara-on-the-Lake (Town) and the Niagara-on-the-Lake Tennis Club (The Club) for tennis activities at the Memorial Tennis Courts and Pavilion, located at 370 King Street.

2. EXECUTIVE SUMMARY

- Town staff and representatives from the Town of Niagara-on-the-Lake Tennis Club have been working on an Agreement that encapsulates the contributions of both parties.
- The Club uses the Memorial Tennis Courts and has an amicable working relationship with the Town.
- The Club is proposing to assume financial responsibility for the maintenance of the courts (in coordination with the Town).
- The Club would be responsible for the hydro consumption for the pavilion and tennis lights.
- The Club proposes to take on the maintenance costs in exchange for the Town not charging user fees, which is the difference from previous years.
- The Club will provide liability insurance, naming the Town as an additional insured.
- The duration of this agreement would be from 2024 until 2037.

3. PURPOSE

The purpose of this report is to request approval of an Agreement (**Appendix I**) between the Corporation of the Town of Niagara-on-the-Lake and the Niagara-on-the-Lake Tennis Club for a Town-owned park space/pavilion at Memorial Park located at 370 King Street to be used for The Club's tennis activities and clubhouse purposes.

4. BACKGROUND

The NOTL Tennis Club has been in operation for approximately fifty-two years. For the past forty years, the Club has used the Memorial Tennis Courts and maintained an amicable working relationship with the Town.

The Town has had a Memorandum of Understanding (MOU) with The Club since 2002, and over those years, The Club has contributed a percentage of the annual membership fees paid to the

Club to the Town’s operating budget. This funding has been used to support the ongoing operation of the tennis courts/pavilion. The Club has also made significant capital investments in the Memorial Courts and Pavilion. Some of the projects are as follows:

Year	Project	Project Value	Club’s Contribution
2015	Replacement of the playing surface on the four courts	\$185,000	\$20,000
2017	Replacement of the tennis court lighting systems to LED	\$60,000	\$20,000
2020	Addition of two courts to the Memorial Courts.	\$125,000	\$40,000
2023	Upgrades to the pavilion (lighting & heater), enlarging the bleacher pad, installation of a large bleacher, new sidewalk, water bottle fill station	\$27,110	\$27,110

The Club and Town made significant investments in 2022 to co-host the tennis event for the Canada Summer Games at the Memorial Park Courts, with The Club providing the majority of volunteers to support that event.

5. DISCUSSION / ANALYSIS

Over the past year, Town staff and representatives from The Club have been working on an Agreement that captures the contributions of both parties. The proposed Agreement has the Town removed from the minor maintenance projects (ie; court resurfacing, court repairs and power washing) of the courts but still responsible for the major capital replacement costs (ie; court replacement, fencing & lighting). The Club seeks to take on that financial responsibility (in coordination with the Town) from 2024 until 2037. The details of the maintenance program are as follows:

Maintenance item	Year	Cost Estimate
Resurface Court 1 & 2	2027	\$ 22,100
Resurface Court 3 – 6	2030	\$ 48,200
Resurface Court 1 & 2	2034	\$ 27,100
Resurface Court 3 – 6	2036	\$ 57,500

The Club will carry out the power washing of the courts on a schedule that is agreeable to the Town and ensures the courts can be used safely. The Club would be responsible for the hydro consumption for the pavilion and tennis lights.

The difference from previous MOUs would be that The Club is taking on the maintenance program in exchange for the Town not charging user fees.

Town staff and The Club members discussed various items and identified the roles and responsibilities of each respective organization.

The Agreement identifies the roles of the Town and The Club under the following terms:

- Responsibilities of the Tennis Facility – pavilion, clubhouse, courts, water, washrooms, operation of the courts, keys/access codes
- Governance and Reporting – governance, reporting, incidents
- Programming – programming, membership, rentals/guest fees
- Marketing – web, promotion, sponsorship
- Maintenance and Repairs – interior (clubhouse), exterior, tennis courts/fencing, landscaping, lighting, contractors, vandalism
- Lifecycle – court facility replacement, community partnership
- Financial Obligations – utilities, court resurfacing/maintenance

The proposed term of this agreement is for thirteen years (13), commencing from October 30, 2024, and extending to December 31, 2037. The Town and The Club will meet six (6) months before the expiration of this Agreement to discuss a future agreement.

The Club will provide liability insurance that is satisfactory to the Town, and the Town shall be included as an additional named insured in any policy carried by The Club.

The Town solicitor has reviewed the Agreement and provided commentary. Those changes have been made and reviewed by The Club. Town staff and The Club agree to the terms included in the Agreement.

6. STRATEGIC PLAN

The content of this report supports the following Strategic Plan initiatives:

Pillar

1. Vibrant & Complete Community

Priority

1.2 Economic Development & Community Partnerships

Action

1.2 b) Community Partnership

Pillar

1. Vibrant & Complete Community

Priority

1.2 Economic Development & Community Partnerships

Action

2.1 c) Efficiencies and Cost Reductions/Avoidances

7. OPTIONS

- 7.1 **Option 1:** Council approves the Agreement between the Niagara-on-the-Lake Tennis Club and the Town of Niagara-on-the-Lake (**Recommended**)
- 7.2 **Option 2:** Council does not approve the Agreement between the Niagara-on-the-Lake Tennis Club and the Town of Niagara-on-the-Lake and directs Staff on what they wish to achieve with the Memorial Tennis Courts and Pavilion (*Not Recommended*)

8. FINANCIAL IMPLICATIONS

The Town has negotiated terms and conditions of the Agreement for the capital replacement and maintenance of the Memorial Tennis Courts and Pavilion.

The Club would be responsible for the costs listed in the chart below:

Maintenance item	Year	Cost Estimate
Resurface Court 1 & 2	2027	\$ 22,100
Resurface Court 3 – 6	2030	\$ 48,200
Resurface Court 1 & 2	2034	\$ 27,100
Resurface Court 3 – 6	2036	\$ 57,500

The Town would be responsible for the general maintenance costs of the tennis courts and pavilion. Elements such as tennis net installation/removal (seasonal), garbage removal, water bottle fill station, and general maintenance. Staff currently have the resources in the Operating Budget to complete our obligations under this new Agreement.

There is a budget impact on the Tennis Court Cost Centre. This would be a reduction in the Membership Revenue line 650-4100-02900 of \$10,720 annually. This would have an impact on the approved 2024 Operating Budget. There would be savings in our future capital budgets as the Agreement maintains the courts as the Club's responsibility.

9. ENVIRONMENTAL IMPLICATIONS

Not Applicable; there are no environmental impacts associated with this report.

10. COMMUNICATIONS

Upon Council's approval of the Agreement between the Niagara-on-the-Lake Tennis Club and the Town of Niagara-on-the-Lake, the Clerks Division will communicate these decisions with the Niagara-on-the-Lake Tennis Club's Executive.

11. CONCLUSION

Niagara-on-the-Lake Tennis Club has been an amicable partner in providing tennis-related programming for the Memorial Park Tennis Courts users. Therefore, Staff recommends approving the Memorandum of Understanding with the Niagara-on-the-Lake Tennis Club for thirteen (13) years commencing October 30, 2024 and extending to December 31, 2037.

12. PREVIOUS REPORTS

- RC-12-024

13. APPENDICES

- **Appendix I** – Agreement - 370 King Street – Memorial Park Tennis Courts & Pavilion - NOTL Tennis Club FINAL
- **Appendix II** – 2024-XX – Agreement between NOTL Tennis Club Town By-law

Respectfully submitted:

Recommended by:



Kevin Turcotte
Manager of Parks and Recreation
Operations Department

Recommended by:



Darren MacKenzie
(A) Director of Operations

Submitted by:



Bruce Zvaniga
Chief Administrative Officer (Interim)

THIS AGREEMENT is made in duplicate on XX day of XXXX 2024

COMMUNITY TENNIS CLUB AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

(Hereinafter called "Town")

AND

THE NIAGARA-ON-THE-LAKE TENNIS CLUB

(Hereinafter called "Club")

WHEREAS the Town is the owner of the Tennis Facility located at Memorial Park, 370 King Street, Niagara-on-the-lake, which land and premises includes six (6) tennis courts, a clubhouse, pavilion, fencing, lighting standards, adjacent bleachers and bike racks;

AND WHEREAS the Club is currently utilizing the Tennis Courts for the purpose of managing and operating a tennis club, including leagues, tournaments and social events for its members and guests and for providing tennis lessons to both club and community members;

AND WHEREAS the Club is seeking more direct authority to take on the operating and maintenance responsibilities of operating the Tennis Facility;

AND WHEREAS community tennis clubs are positive influences in our community. They promote an active and healthy lifestyle for all ages and encourage the growth of tennis through tennis instruction, organized play and social events;

AND WHEREAS tennis clubs are community partners in the protection and animation of Town parks and assets;

NOW THEREFORE in consideration of the mutual covenants and agreements noted above, the Parties agree to enter into this Agreement for the use of Town owned Tennis Facility on the following terms and conditions.

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1. Definitions/Contact Information

This section details the definitions used in this agreement.

<i>Term</i>	<i>Detailed Description</i>
<i>Town</i>	Corporation of the Town of Niagara-on-the-Lake.
<i>Club</i>	A not-for-profit corporation that operates tennis programs and services for the community from a Town owned tennis facility. Known as the Niagara-on-the-Lake Tennis Club.
<i>Clubhouse</i>	The Clubhouse consists of the adjacent structure in the pavilion that is accessible only to the Club and is used for storage of tennis equipment and other facilities required for the operations of the Club.
<i>Hours of Operation</i>	The approved hours of operation of the facility are in accordance with the Parks & Noise Bylaw.
<i>Pavilion</i>	<p>It consists of an open-air, covered structure with Town-supplied picnic tables and garbage bins. This area is not available to the general public at times when the Club has reserved the space for an event. This event needs to be reserved through the Town.</p> <p>The Pavilion is considered a multi-use space. The Town has control of reserving the space and will provide reasonable notice (i.e. 2 weeks) to the Club.</p>
<i>Tennis Facility</i>	<p>The tennis courts, the Clubhouse, pavilion, fencing, lighting standards, adjacent bleachers and bike racks that are present on the land owned by the Town at the following address:</p> <p style="text-align: center;"><i>Memorial Park, 370 King Street, Niagara-on-the-Lake ON L0S1J0</i></p>
<i>Tennis Season</i>	April 1 – November 30 (weather permitting)

Contact Information

Town of Niagara-on-the-Lake:

Town's mailing address: 1593 Four Mile Creek Road
PO Box 100
Virgil, ON
L0S 1J0

Town's telephone number: 905-468-3266

Town e-mail address: clerks@notl.com

Niagara on the Lake Tennis Club:

Club mailing address: PO Box 1355
Niagara-on-the-Lake, ON
L0S 1J0

Club telephone number: NA

Club e-mail address: askus@niagaratennisclub.com

2. Provision of Tennis Facility

The Parties agree that the Town will provide the Club with access to, and use of, the Tennis Facility, identified in the definition above, in accordance with the terms and conditions in this Agreement. In exchange, the Club will provide member & instructional programming, court booking privileges, guest use access and a Junior Tennis Program.

Nothing in this agreement precludes the establishment of community tennis clubs and programming elsewhere in the Town. This agreement is specific to Memorial Park.

3. Dispute Resolution

Where a member of the Club has a complaint or dispute, they will consult the Club executive for resolution. The Club will have a complaint resolution process.

Where the Club has a complaint with the Town they should follow the following process:

- i. Discuss issue with the Town approved contact person. This person would be the Recreation Specialist (or designate).
- ii. If that person is not able to resolve the Club's concerns, they should contact the Manager of Parks and Recreation (or designate).
- iii. If that person is not able to resolve the Club's concerns, they should contact the Director of Operations (or designate).
- iv. If that person is not able to resolve the Club's concerns, they should contact the Chief Administration Officer (or designate).

4. Ownership and Disposal of Club's Assets

The Town is the sole owner of the Tennis Facility and all permanent fixtures located at the facility. In the event that the Club should dissolve, all Club assets and liabilities acquired by means of funding derived from the membership of the Club pursuant to this Agreement shall belong to the Town and the Town will apply such assets to the Tennis Facilities and will ensure that every effort is made to find a new executive to operate the Club and to continue the service to the community. All Club assets, fixtures, or non-consumable goods proved by the Club in relation to the Tennis Facility and the service provided under this Agreement are for the sole use of the Club and cannot be traded, sold or otherwise disposed of without the written permission of the Town.

5. Special Use of Tennis Facility by Town

The Club acknowledges that the Town may require the use of the Tennis Facility for a special event on occasion if the Club is not using the Facility. The Parties

agree that the Town will provide as much notice as possible (at least two weeks' notice) to the Club of such a special event so as to have minimal impact on Club activities. No fee shall be levied against the Town. The Town will return all facilities to its normal condition after such an event.

6. Term of Agreement & Renewal

The Parties agree that this Agreement shall be in force for a term commencing October 30, 2024 to December 31, 2037. The Town and Club will negotiate a new lease agreement no more than six (6) months before the expiration of this agreement.

7. Termination of Agreement

(a) The Parties agree that they may terminate this Agreement by providing each other with written notice of their intention to terminate by February 1ST of the given year. The Party receiving the notice will respond in writing acknowledging the Agreement termination.

(b) Notwithstanding clause (a), the Town reserves the right to terminate this Agreement without notice to the Club when unforeseen circumstances arise or when the Club does not comply with the terms and conditions of this Agreement and a satisfactory resolution between the parties cannot be achieved, or when the Club fails to perform or to conduct its operations in a manner acceptable to the Town. The Town acknowledges that it will act in good faith and make all reasonable efforts to achieve a satisfactory resolution with the Club before exercising its termination rights.

(c) If the Club wishes to terminate this Agreement, the full Agreement costs must be paid in full. The Town recognizes that the Club might not have the resources to pay in full, but all resources must be exhausted from the Club's reserves and liquidated assets.

8. Applicable Laws and Policies

a. Federal, Provincial, or Municipal Law

The Club agrees that permission to use Town premises under this Agreement in no way constitutes approval to engage in any unlawful activity or conduct in a manner that would violate any Federal, Provincial or Municipal Law or applicable regulations.

b. Municipal Freedom of Information and Protection of Privacy Act (Ontario)

The Recipient acknowledges and agrees that the Town is bound by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O 1990, c.M.56, as amended from time to time (“MFIPPA”), and that any information provided to the Town in connection with this Agreement is subject to disclosure in accordance with the requirements of MFIPPA

9. Acknowledge of a Purchase of Service Agreement

The parties agree that this Agreement is in the nature of a purchase of service agreement for the provision of Club membership and community-related tennis services and activities on Town property in consideration for use of a Town Tennis Facility.

The Club acknowledges that this Agreement is not intended to create any form of employer/employee relationship between the Town and the Club, its executive, members, volunteers, or agents. The Town shall provide no form of employment benefit to the Club, its executive, members, volunteers, or agents under this Agreement.

10. Responsibilities of the Tennis Facility

This section details items within the Tennis Facility and the responsibilities of each party. The items include the Pavilion, the Clubhouse, all tennis court surfaces, water service, washrooms, operations, and access control.

Responsibility	Town	Club
Pavilion	<p>Provide garbage removal services throughout the season.</p> <p>Provide picnic tables throughout the season.</p> <p>Maintain a central light with a dawn-to-dusk sensor.</p> <p>Power wash the floor, pathways and pavilion structure annually as required to maintain a clean and attractive venue.</p> <p>Address any infestation</p>	<p>Provide pot light and an infrared heater control.</p> <p>Supplies and manages all signage and notices posted on the pavilion bulletin board.</p> <p>Supplies and maintains a locked notice board.</p> <p>Provides general housekeeping of the pavilion area throughout the season.</p> <p>Manages a lost & found box for public access.</p>

Responsibility	Town	Club
	<p>issues (wasps, bees, other insects or rodents).</p> <p>Maintains the roof, exterior painting, and general structure.</p> <p>Approves permanent signage.</p>	
Clubhouse	<p>Maintains the roof, exterior painting, general structure, doors and locks.</p> <p>The water bottle refill station will be removed after the water line is winterized. The unit will be stored in a temperature-controlled Town facility during the off-season. The station will be installed when the water service is activated.</p> <p>Approval of any expansion, enhancements, and internal improvements.</p>	<p>Responsible for the cost of any expansion, enhancements, and internal improvements. Submit plans to the Town for approval.</p> <p>Maintains the internal areas of the Clubhouse space in a clean, safe and secure manner.</p>
Courts	<p>Install nets, net posts and cranks (per the Tennis Season) based on the diagram in Schedule B.</p> <p>Remove and store nets, net posts and cranks off-site (per the Tennis Season).</p> <p>Provide new nets and related equipment as required and address maintenance issues throughout the season.</p> <p>Ensure Courts 1 & 2 are</p>	<p>Supply and install windscreens, benches, signage, court drying equipment and court accessories as needed.</p> <p>Seasonally install and remove tennis accessories and signs to be stored in the Clubhouse during the non-playing season.</p> <p>Remove garbage and debris from the courts throughout the season.</p>

Responsibility	Town	Club
	<p>free of fall leaves and debris before winter.</p> <p>Maintain a court light timer—activation hours from 5:00 pm to 11:00 pm</p> <p>Maintain the electrical outlet on Court 6 that the Ball Machine uses.</p> <p>Note: The breaker panel for this outlet is in the Soccer Room.</p> <p>Approve the court cleaning contractor and collect the required paperwork from the approved contractor</p>	<p>Sourcing a professional court cleaning service at a frequency to ensure safety and as needed by the Club.</p> <p>Supply the Town with the approved court cleaning contractors' insurance and WSIB certificates.</p>
Water	<p>Water access to the Clubhouse kitchen will be available during the Tennis Season (weather pending).</p>	<p>Responsible for repairing or replacing the tap and sink in the kitchen.</p> <p>Confirm with the Town the dates the service will be activated and winterized.</p>
Washrooms	<p>Public washrooms (within the pool change house):</p> <ul style="list-style-type: none"> - available during core hours *(8:00 AM – 9:00 PM) during the Tennis Season (weather pending). <p>Baseball Field washrooms:</p> <ul style="list-style-type: none"> - available for Club members to use during non-core hours *(9:00 PM – 11:00 	<p>The Club will post on the website and notice boards the schedule of washroom availability as provided by the Town.</p>

Responsibility	Town	Club
	PM). - kept in good repair and maintenance throughout the Tennis Season, - security lighting for safe nighttime access. * Subject to annual review	
Operation of the courts	N/A	To manage and operate the Tennis Facility and provide programming, instructional options, tournaments, and social activities for Club Members
Keys / Access Codes	Program the new access code (provided by the Club) for the court gates and the pavilion/clubhouse keypads before April 1 annually. Maintain and replace all doors, gates and locks in the Tennis Facility.	Establish a new gate code annually and communicate this to the Town by mid-March. This code is emailed out to members as membership renewals begin annually in February. Provide access to the Town, as required (key or access code) for all Tennis Facility and Clubhouse rooms.

11. Governance & Reporting

This section details the governance structure, reporting and incident reporting and the responsibilities of each party.

Responsibility	Town	Club
Governance	To receive a copy of the following items annually : Club's Slate of Directors Club's Bylaws & Policies	To abide by all Town bylaws and Provincial legislation as it related to the activities performed by the Club. To elect a Club Executive,

Responsibility	Town	Club
	<p>Club's Annual Capital Report</p> <p>Club's Financial Statements</p>	<p>consisting of a minimum of six Directors who receive no financial gain through activities at the Club.</p> <p>To abide by all rules and regulations in the Club Bylaw & Policies.</p> <p>To keep a budget and ensure any financial surplus is used for the objectives of the Club and not for distribution to or for personal use of members.</p> <p>To provide an annual report to the Town on capital improvements made by the Club</p> <p>To provide annual financial statements of the Club to the Town</p>
Reporting	<p>To not publish or share financial information (without the expressed written approval from the Club, subject to disclosure requirements in provincial or federal law).</p>	<p>Annually provide the updated information regarding:</p> <ul style="list-style-type: none"> • Club Bylaws & Policies (Schedule C) * <i>When updated</i> • List of Directors (Schedule D) • Membership Report (Schedule E) by November 30 each year • Insurance Requirements (Section 17) • Financial Statement
Incidents	<p>To receive all incident reports</p>	<p>To promptly report all critical or major incidents (i.e. ambulance calls, loss of</p>

<i>Responsibility</i>	<i>Town</i>	<i>Club</i>
	To address any immediate health and safety concerns	consciousness, broken bones) occurring at the Tennis facility. To promptly report critical maintenance that could result in injury to participants or further damage to the facility.

12. Programming

This section details the programming on the courts, memberships, and rentals/guest fees and the responsibilities of each party.

<i>Responsibility</i>	<i>Town</i>	<i>Club</i>
Programming	To review the scope and quality of the tennis programs and services provided under this Agreement as needed. Acknowledges that the level of service a Club provides to its community may depend upon the level of volunteer involvement.	To manage and operate the Tennis Facility and to deliver membership and community-based tennis programs and services, including, but not limited to, the following broad areas: <ul style="list-style-type: none"> ○ Tennis instruction ○ Junior Outreach Program ○ Groups / Tournaments ○ Socials To provide services (i.e. lessons, clinics, organized play etc.) and programs to meet membership needs.
Membership	To review the fee structure provided by the Club as per Schedule E .	To retain membership and program revenues based on a fee structure endorsed by the Town and as outlined in Schedule E . Any significant changes are communicated to the Town.

Rentals / Guest Fees	To review the fee structure provided by the Club as per Schedule E.	Monies collected by the Club for court use fees will be retained by the Club, as reimbursement for the services provided and administrative cost associated with the collection of such fees.
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13. Marketing

This section details the marketing (web & community guide), promotion and use of the Town logo, sponsorship, and each party's responsibilities.

Responsibility	Town	Club
Web	<p>Provide a listing on www.notl.com (in the appropriate sections) and in the Community Awareness Guide. (Fall and Spring editions).</p> <p>Notify the Club by email to askus@niagaratennisclub.com when publication updates are required.</p>	<p>To update Club contact information to ensure listing information on the Town website is accurate.</p> <p>To promote its programs and services through the Club's website, social media, community newsletters, bulletin boards, flyers, etc.</p>
Promotion, Town Logo / Signage	<p>Provide the Town logo to place on club signage.</p> <p>The Town will provide approval for the final proof, which includes the Town logo.</p>	<p>To consult with the Town when designing signage (i.e. membership sign to be mounted near courts) to ensure Town design standards are adhered to.</p>
Sponsorship	<p>To review potential large sponsorship opportunities in accordance with the Town's Facility Sponsorship Policy (to be approved)</p>	<p>Sponsorships for an single event or tournament are at the Club's discretion.</p>

Responsibility	Town	Club
		Large sponsorship opportunities will be presented to the Town before any commitment to the funder.

14. Maintenance & Repair

This section details the housekeeping (interior & exterior), tennis courts, fencing, landscaping, lighting, contractors, vandalism, and the responsibilities of each party.

Responsibility	Town	Club
INTERIOR Clubhouse Maintenance, Repair & Improvements	<p>Provide repair services or source a contractor and invoice the Club for services rendered.</p> <p>Approval of any renovations or alterations to the Clubhouse.</p> <p>Inspection of the progress of projects at appropriate milestones for compliance with the Ontario Building Code, standard building practices and the agreed upon scope of work.</p>	<p>Purchase all items required for the operations of the Clubhouse spaces.</p> <p>Perform general cleaning, upkeep, and maintenance of Clubhouse.</p> <p>Repair /replace contents owned by the Club and pay for any upgrades, including but not limited to paint, flooring, cabinets, lock sets, countertops, appliances, and outdoor heater.</p> <p>The Town will be the first point of contact for any outsourced work for repairs, upgrades, or replacements. The Club will be billed at the internal cost/hour for services provided.</p> <p>Consult and receive written approval from the Town before making any renovations or alterations.</p>

Responsibility	Town	Club
		Be it structural, mechanical, or architectural, that will occupy space on Town-owned property.
EXTERIOR Clubhouse Maintenance, Repair & Improvements	Ensure the exterior structure is maintained to the Town's Parks & Recreation Facilities standard and any safety issues are promptly attended to.	To notify the Town of any issues that could present a safety issue.
Tennis Courts & Fencing	<p>Maintain fencing and gates in a good state of repair.</p> <p>To maintain, repair, and, where required, replace the following court equipment: net bases, sleeves, nets, net posts, cranks and perform season install / removal.</p> <p>Perform major structural repairs (excluding court resurfacing) according to the Town's lifecycle renewal schedule.</p> <p>Approval of the contractor to perform court resurfacing/repair.</p>	<p>Work with Town staff to procure a qualified contractor for court resurfacing and repairs when required by the Club and at the Club's expense.</p> <p>To maintain, repair and replace as required: windscreens, court benches, awnings, court drying equipment, signage, and other tennis court accessories.</p> <p>Perform general court upkeep, including sweeping, garbage pickup and power washing (requires Town approval) by a professional court maintenance company when needed.</p>
Landscaping	The Town will maintain tree pruning and grass cutting as part of the general maintenance of Memorial Park, which will be done on a schedule determined by the Town.	The Club will not install any plant material that isn't approved for the Town.

Responsibility	Town	Club
	<p>As part of this general maintenance the pavilion, tennis courts, pathways and bleacher pads will be cleaned of any grass cuttings/stone chips. At a schedule determined by the Town.</p> <p>Town will provide and maintain (to Town standards) two flower pots and plant material at the parking lot entrance to the sidewalk that leads to Court 3-6.</p> <p>Court 1, 2 & 3 will have fall leaves removed by early December to avoid damage to the court surface over the winter/spring.</p>	
Lighting	<p>Courtside - Individual burnt lamps/ballasts are to be replaced by the Town as part of operations.</p> <p>Repositioning of court lights when requested by the Club, at the Club's expense (labour and materials).</p> <p>Invoice the Club for any requested work.</p>	<p>Interior Clubhouse lights are to be replaced by the Club.</p> <p>Pavilion lights controlled by switches inside the Clubhouse are to be maintained / replaced by the Club.</p>
Contractors	<p>To review the design and construction of any upgrades or enhancements requested by the Club.</p>	<p>Any contractor that the Club wants to engage with must be vetted and approved by the Town.</p>

Responsibility	Town	Club
Vandalism	To remove all graffiti and repair any vandalism to the pavilion/clubhouse	To repair any vandalism to Club property. Report any vandalism to the Town.

15. Lifecycle

This section details the court facility replacement, community partnership and the responsibilities of each party.

Responsibility	Town	Club
Court Facility Replacement	Responsible for major capital replacement projects (ie, courts, fencing & lights). Approval of the contractor provided by the Club.	Responsible for minor maintenance of the courts (i.e., court resurfacing, court repairs, power washing). Submit the selected contractor for Town approval. See Schedule A - Court Maintenance Plan 2023-2037 .
Community Partnership	Respond to park enhancement inquiries and review grant applications. Provide a letter of support for grant applications that support capital investments.	The Club may apply for major and minor capital partnership program grants for park improvements (deadlines: May 1 and October 1). Provide a letter of support for grant applications that support capital investments.

16. Financial Obligations

This section details the utilities (payments) and court resurfacing/maintenance and the responsibilities of each party.

Responsibility	Town	Club
Utilities	Cover the cost of water and sanitary sewer charges. Invoice the Club for hydro consumption. This will be done at the end of the season. Copies of the billing will be attached to support the invoice.	Cover the cost of hydro, internet and telephone (as required). Make payment arrangements to the Town for the hydro consumption at the end of the season. Hydro will be billed as per meter readings.
Court Resurfacing / Maintenance	See Item 14/15	See Item 14/15

17. Indemnification and Insurance Requirements

- (a) The Club shall indemnify and save harmless the Town from any and all claims, demands, causes of action, loss, costs, expenses including reasonable legal fees or damages that the Town may suffer, incur or be liable for resulting from the negligence, acts or omissions, obligations or performance of the Club its directors, employees, volunteers, contractors and agents under this Agreement, or their failure to adhere to the terms and conditions set out in this Agreement or in relation to the use of the Tennis Facility.
- (b) The Town shall indemnify and save harmless the Club from any and all claims, demands, causes of action, loss, costs, expenses including reasonable legal fees or damages that the Club may suffer, incur or be liable for resulting from the negligence, acts or omissions, obligations or performance of the Town its directors, employees, volunteers, contractors and agents under this Agreement.
- (c) The Club shall be responsible for securing and maintaining insurance coverage during the Term of this Agreement, as follows:
- (d)
 - i. Commercial General Liability insurance acceptable to the Town and subject to limits of not less than two million (\$2,000,000) per occurrence for bodily injury, death, damage to property and loss of use thereof.
 - ii. Such Commercial General Liability insurance coverage shall be

in the name of the Club and shall name the Town of Niagara-on-the-Lake as an additional insured thereunder.

- iii. The Club shall ensure evidence of insurance, in the form of a Certificate of Insurance, is provided to or made available to the Town upon execution of the Agreement, and annually thereafter on the renewal date, confirming such insurance policy is in good standing.
- iv. As determined by the Town, the Club agrees that it may be required to increase the liability limits required or to provide and maintain additional insurance coverage related to the requirements of this Agreement. This notice is to be provided to the Club in writing prior to April 1, the annual insurance renewal date.
- v. To provide and maintain, during the term of the Agreement, Broad Form Property insurance coverage for owned/leased property belonging to the Club. The Town shall not be responsible for loss or damage to owned/leased property belonging to the Club, its members and representatives. If requested by the Town, satisfactory evidence of such insurance coverage shall be provided.
- vi. All contractors shall maintain General Liability insurance coverage equivalent to that of the Club and the policies shall name the Club and the Town of Niagara-on-the-Lake as additional insured. Evidence of such insurance policies shall be on file with the Club.
- vii. The above insurance coverage shall contain an endorsement to provide the Town with thirty (30) days notice of any cancellation or material change to the coverage.

18. Entire Agreement & Province

The Parties agree that this Agreement, together with the Appendices, forms the entire Agreement between the parties and that this Agreement supersedes any previous terms, conditions, or agreements between the Parties, whether written or oral.

The Parties agree that this Agreement is in all respects entered into pursuant to the laws of the Province of Ontario.

IN WITNESS THEREOF the Parties hereto have executed this Agreement.

NIAGARA-ON-THE-LAKE CLUB

Marilyn Francis,
Club President

Date

Hugh Dow,
Club Vice President

Date

WE HAVE THE AUTHORITY TO BIND AND EXECUTE THIS AGREEMENT ON BEHALF OF THE CLUB.

TOWN OF NIAGARA-ON-THE-LAKE

Gary Zalepa,
Lord Mayor

Date

Grant Bivol,
Town Clerk

Date

WE HAVE THE AUTHORITY TO BIND THE CORPORATION AND EXECUTE THIS AGREEMENT.

SCHEDULES

- A. Court Resurfacing 2024- 2037
- B. Site Amenities Locations
- C. Club Bylaw & Policies
- D. Board of Directors: 2022 - 2023
- E. Membership Report

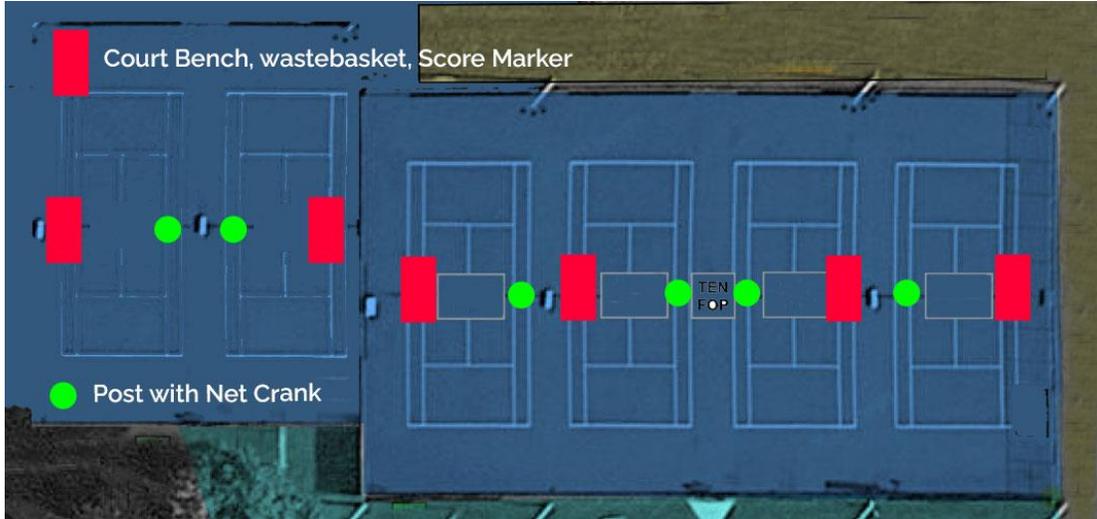
DRAFT

SCHEDULE A - Resurfacing Plan 2024 - 2037

MAINTENANCE ITEM	COMPLETE IN SPRING OF	COST ESTIMATE
Resurface Court 1 & 2	2027	\$ 22,100
Resurface Court 3 - 6	2030	\$ 48,200
Resurface Court 1 & 2	2034	\$ 27,100
Resurface Court 3 - 6	2036	\$ 57,500

DRAFT

SCHEDULE B - Site Amenities Locations



DRAFT

SCHEDULE C – NOTL Tennis Club Bylaws

Attached

DRAFT

SCHEDULE D – Current Board of Directors

Position	Name	Phone
President	Marilyn Francis	905-932-1266
Vice-President	Hugh Dow	289-868-9700
Secretary	Jill Evans	905-938-7310
Treasurer	Brenda Parks	289-213-7226
Director	John Ramsbottom	416-569-1507
Director	George Dell	905-252-0702
Director	Victor Zilinskas	613-837-7870
Director	Ann Davies	905-246-7796
Club Email: askus@nigaratennisclub.com		

SCHEDULE E - Membership Report

Membership Type	Definition	Current Year Member Fee **	Annual # of Memberships				
			2024	2025	2026	2027	2028
Family	Two adults in same household and 4 juniors *	\$340					
Adult	Adult and 4 juniors*	\$170					
Student	Under 18 with court booking privileges	\$ 40					
Guest (with member)	Limit of 5 visits per year	\$5 / visit					
Non-Member court booking		\$20 / court/hour					
* Juniors are 12 and under with no court booking privilege							
**includes HST							

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 2024-0XX**

A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND THE NIAGARA-ON-THE-LAKE TENNIS CLUB.

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the agreement 'Appendix I' dated the 29th day of October, 2024 between The Corporation of the Town of Niagara-on-the-Lake and The Niagara-on-the-Lake Tennis Club is hereby approved; and
2. THAT the agreement attached hereto as 'Appendix I' be deemed a part of this by-law; and
3. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
4. THAT the Lord Mayor and Clerk be authorized to execute any amendments brought forward during the term (November 27, 2024 – December 31, 2037) of the agreement.
5. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 29TH DAY OF OCTOBER, 2024.

LORD MAYOR GARY ZALEPA

TOWN CLERK GRANT BIVOL



Town of Niagara-on-the-Lake

1593 Four Mile Creek Road
P.O. Box 100, Virgil, ON L0S 1T0
905-468-3266 www.notl.com

REPORT #: OPS-24-046 **COMMITTEE DATE:** 2024-10-22
REPORT TO: COTW-General **DUE IN COUNCIL:** 2024-10-29
SUBJECT: Encroachment Agreement for 134 Victoria Street

1. RECOMMENDATION

It is respectfully recommended that:

- 1.1. Council approves the encroachment agreement for the property known as 134 Victoria Street to recognize an existing front porch and steps into the municipal right of way, and that the agreement be forwarded to the Owners for signature; and
- 1.2. Staff be directed to prepare the necessary By-law to be forwarded to Council for approval.

2. EXECUTIVE SUMMARY

- The existing front porch and steps at 134 Victoria Street are encroaching into the municipal right of way.
- This report is seeking Council approval to address the existing encroachment by entering into a permanent encroachment agreement with the property Owners to permit the continued use of the dwelling and to protect the Town's interests.
- Encroachment agreements permit regulated occupancy without requiring the removal or renovation of heritage buildings, irrigation systems and other structures while indemnifying the Town against liability and outlining clear expectations.
- All costs for the preparation and registration of the encroachment agreement will be borne by the Owner(s) of 134 Victoria Street.

3. PURPOSE

The purpose of this report is to request Council's approval to recognize existing encroachments through an agreement concerning a property located at 134 Victoria Street.

4. BACKGROUND

The subject lands are located at 134 Victoria Street, in the urban area of Old Town.

The need to enter into an encroachment agreement arose from a minor variance application (A11-24) for a property located at 134 Victoria Street and is necessary to govern an existing building that has historically occupied a portion of the public road allowance. This section of Victoria Street has a full width road allowance with an improved curb and gutter roadway and 1.25 metre sidewalk. No improvements other than resurfacing are anticipated in the foreseeable future and the encroachment does not interfere with Town operations.

As a condition of approval of the minor variance application, the Owner(s) are required to enter into an encroachment agreement with the Town with the following condition:

That the Owners regulate the encroachment of their front porch and steps onto the Victoria Street road allowance through an encroachment agreement with the Town to permit the continued use of the dwelling partially located on 30R-16285 shown as Part 1 (known as 134 Victoria Street) as **Appendix II** subject to the satisfaction of the Operations Department; or if a permanent encroachment agreement is currently in effect, that the agreement be amended to provide for a separate legal description and title as created by the proposed severance, subject to the satisfaction of the Operations Department.

5. DISCUSSION / ANALYSIS

Further research indicated that there has never been an agreement governing this encroachment.

An encroachment agreement protects the Town's interest by:

- Providing indemnification against harm should anything untoward occur on the portion of the road allowance being occupied by the structure;
- Providing a mechanism to recover the use of the occupied portion of the road allowance for Town purposes upon 90 days' notice to the Owner; and
- Asserting the Town's ownership of the occupied portion of the road allowance to prevent a claim of adverse possession.

It should be noted that this situation arises primarily where historic buildings were erected before the implementation of rigorous site control. A draft agreement for the subject property has been prepared and is attached as **Appendix I**.

6. STRATEGIC PLAN

The content of this report supports the following Strategic Plan initiatives:

Pillar

3. Enrich Community Assets, Environment, & Infrastructure

Priority

3.3 Infrastructure

Action

Other

7. OPTIONS

- 7.1 **Option 1:** Regulate the encroachments through the attached draft agreement. **(Recommended).**
- 7.2 **Option 2:** Allow the encroachments to continue in an unregulated state. *(Not recommended)*

- 7.3 **Option 3:** Engage in a process to have the encroachments, including portions of a building, removed from the public road allowance. This process would be lengthy and expensive. *(Not recommended)*

8. FINANCIAL IMPLICATIONS

The Owner(s) of 134 Victoria Street will bear all costs associated with the preparation and registration of the encroachment agreement. No costs to the Town are anticipated.

9. ENVIRONMENTAL IMPLICATIONS

Not applicable. There is no environmental impact associated with this report.

10. COMMUNICATIONS

Upon Council passing a resolution, Staff will advise the property Owner(s) of Council's decision and execute and register the encroachment agreement attached hereto as a draft.

11. CONCLUSION

It is in the interests of both the Town and the Owner(s) that occupancy of any portion of the road allowance be subject to an encroachment agreement. Such agreements permit regulated occupancy without requiring the removal or renovation of heritage buildings, irrigation systems and other structures while indemnifying the Town against liability and outlining clear expectations should the Town require the use of the occupied portion of the road allowance for its own purposes.

Planning-related applications continue to provide an opportunity to identify and appropriately regulate historical encroachments which are challenging to address by other means.

12. PREVIOUS REPORTS

- N/A

13. APPENDICES

- **Appendix I** – Preliminary Draft Encroachment Agreement for 134 Victoria Street
- **Appendix II** – 30R-16285 134 Victoria Street

Respectfully submitted:

Prepared by:



Mike Komljenovic
Engineering Supervisor, Operations

Submitted by:



Bruce Zvaniga
Chief Administrative Officer (Interim)

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE**

BY-LAW NO. 2024-XX

(134 Victoria Street)

Roll #2627 010 003 25700

A BY-LAW TO AUTHORIZE AN ENCROACHMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND DAVID NORMAN JONES AND JOANNE JONES

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the agreement dated the 29th day of October 2024 between the Town and the Owner be and the same is hereby approved.
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal.
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 29TH DAY OF OCTOBER 2024.

LORD MAYOR GARY ZALEPA

TOWN CLERK GRANT BIVOL

THIS AGREEMENT made this 29th day of October 2024 pursuant to Section 71 of the Land Titles Act, and authorized by By-law No. 2024-XX of The Corporation of The Town of Niagara-on-the-Lake.

BETWEEN:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE
(hereinafter called the "Town")

- and -

DAVID NORMAN JONES AND JOANNE JONES
(hereinafter called the "Owner")

WHEREAS the Owner represents that they are the registered Owner of lands known as 134 Victoria Street, in the Town of Niagara-on-the-Lake, in the Regional Municipality of Niagara, as described in Schedule 'A' attached hereto, (hereinafter referred to as "The Lands");

AND WHEREAS parts of an existing building, namely a concrete porch and steps, on the Lands also encroach onto Victoria Street to the extent shown as Part 1 of Plan 30R-16285 (herein after referred to as "the Encroachment");

AND WHEREAS the Council of the Town agrees to allow the Owner to maintain and use the Encroachment on Victoria Street until such time as the Encroachment is demolished, removed or destroyed;

NOW THEREFORE in consideration of the premises and the covenants and agreements hereinafter to be performed, the parties hereto mutually covenant and agree with each other as follows:

1. The Town shall, and it does hereby, allow the Owner, its successors, and assigns in title, as the registered Owner(s) of the Lands the privilege of maintaining and using the Encroachment in its present position until such time as the Encroachment is demolished, removed or destroyed.
2. The Owner accepts all risk and responsibility for the Encroachment and will at all times keep the Town effectively indemnified against all manner of actions, causes of action, claims, demands, losses, costs, damages, and expenses of whatsoever nature and kind as may be suffered by or occasioned to the Town in any manner howsoever by reason of the existence of the Encroachment, and agrees to remove the Encroachment upon ninety (90) days' written notice from the Town that those lands owned by the Town which are affected by the Encroachment are required for municipal purposes.
3. The Owner agrees that existing building including the Encroachment shall be maintained at the total expense of the Owner.
4. The Owner herein agrees and consents to the registration of this Agreement against the title to the Lands at their expense.
5. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.
6. Any notice given to the Owner hereunder shall be sufficiently given and addressed to:

David Norman Jones and Joanne Jones
134 Victoria Street
Niagara-on-the-Lake, Ontario. L0S 1J0

IN WITNESS WHEREOF the Owners have hereunto set their hands and the Town has caused its Corporate Seal to be hereunto affixed under the hands of its proper signing officers.

SIGNED, SEALED, AND DELIVERED
In the presence of:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE:
Per:

Lord Mayor Gary Zalepa

Town Clerk Grant Bivol

We have the authority to bind the
Corporation.

Per:

David Norman Jones
Owner

Joanne Jones
Owner

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS:

PT LT 25, TP PL 86, NIAGARA
AS IN RO593888
NIAGARA-ON-THE-LAKE

BEING ALL OF PIN 46397-0035 (LT)
LRO #30

INTEGRATION DATA		
OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0).		
COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.		
POINT ID	EASTING	NORTHING
ORP (A)	656 336.96	4 791 067.74
ORP (B)	656 615.79	4 791 261.89
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		
THE RESULTANT TIE BETWEEN ORP (A) AND ORP (B) IS 339.80 (GROUND), N55°09'00"E		

SCHEDULE				
PART	LOCATION	PLAN	PIN	AREA
1	PART OF VICTORIA STREET	TP 86	PART OF 46397-0040 (LT)	2.0 sq.m

PLAN 30R-16285
 Received and deposited
July 22nd, 2024
Nirosha
Nagenthirarajah
 Representative for the
 Land Registrar for the
 Land Titles Division of
 Niagara North (No.30)

PLAN OF SURVEY OF
**PART OF VICTORIA STREET,
 TP PLAN 86**
 TOWN OF NIAGARA-ON-THE-LAKE
 REGIONAL MUNICIPALITY OF NIAGARA
 SCALE 1 : 100

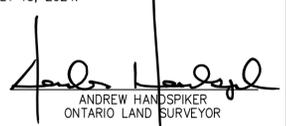
THE INTENDED PLOT SIZE OF THIS PLAN IS 610mm IN WIDTH BY 610mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:100

J. D. BARNES LIMITED
METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NOTES
 BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999894.
 FOR BEARING COMPARISONS, A ROTATION OF 01°14'40" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON P1, P2, P3, P4, P5 & D1.
 ALL SET SSIB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.

LEGEND		
■	DENOTES	SURVEY MONUMENT FOUND
□	DENOTES	SURVEY MONUMENT SET
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
CP	DENOTES	CONCRETE PIN
IB	DENOTES	IRON BAR
IT	DENOTES	IRON TUBE
PB	DENOTES	PLASTIC BAR
539	DENOTES	D.G. URE, O.L.S.
1257	DENOTES	R. LAROCQUE, O.L.S.
1339	DENOTES	W.A. MASCOE, O.L.S.
JDB	DENOTES	J.D. BARNES LIMITED
MEAS	DENOTES	MEASURED
P1	DENOTES	TP PLAN 86
P2	DENOTES	PLAN OF SURVEY BY W.A. MASCOE, O.L.S. DATED JULY 21, 1988. FILE: C-88-241
P3	DENOTES	PLAN OF SURVEY BY W.A. MASCOE, O.L.S. DATED JUNE 8, 2004. FILE: 04-15
P4	DENOTES	PLAN 30R-11161
P5	DENOTES	PLAN 30R-13355
P6	DENOTES	PLAN OF SURVEY BY J.D. BARNES SURVEYING LIMITED DATED NOVEMBER 29, 2023. FILE: 23-16-346-00
D1	DENOTES	INSTRUMENT NUMBER R0593888
I	DENOTES	PERPENDICULAR
CONC	DENOTES	CONCRETE

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON JULY 15, 2024.

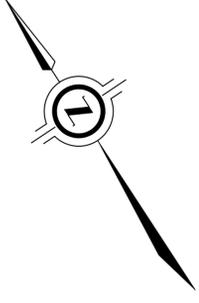
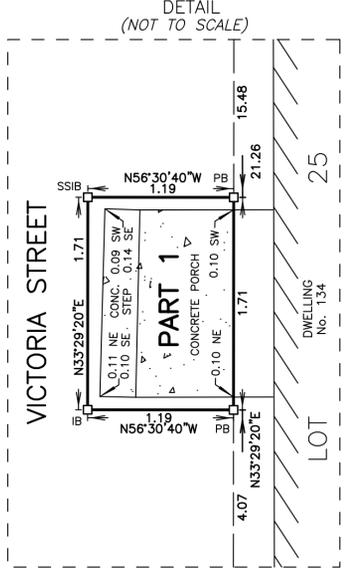
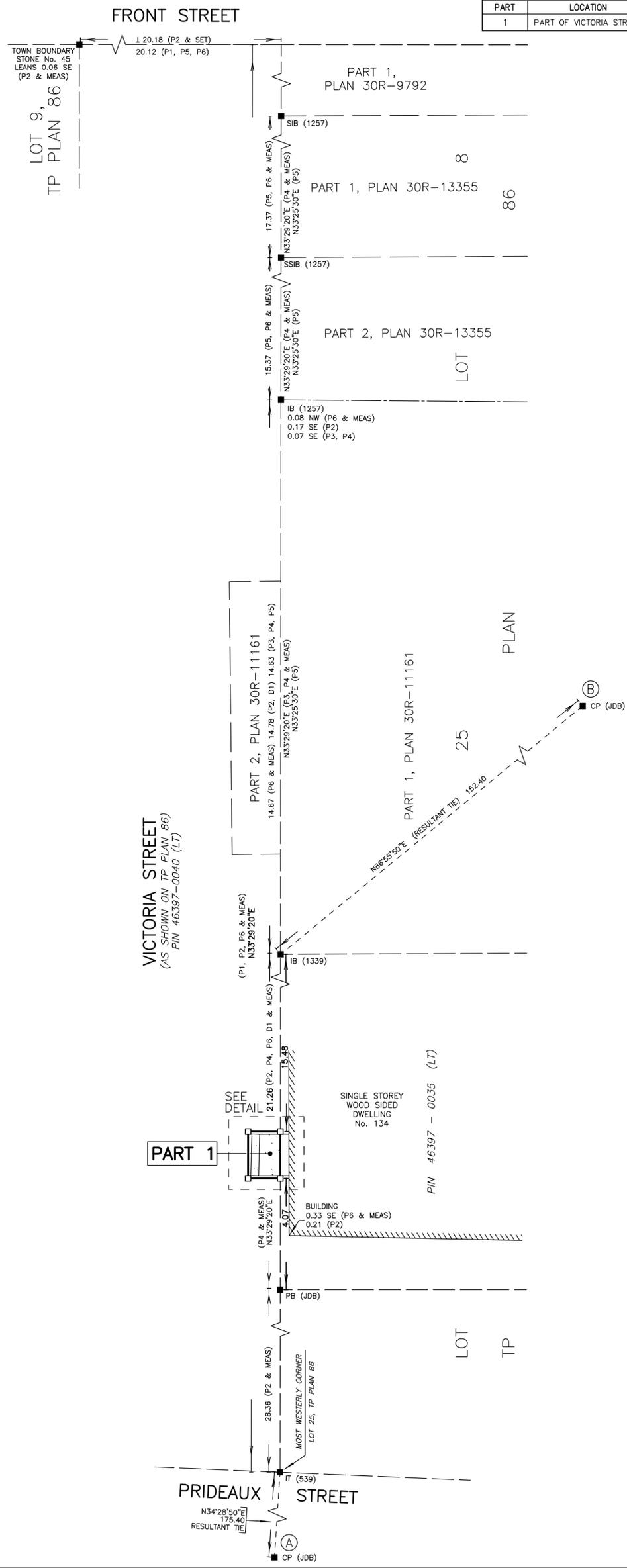
JULY 16, 2024
 DATE

 ANDREW HANDSPIKER
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-71458

 **J.D. BARNES LIMITED**
 SURVEYING MAPPING GIS
 LAND INFORMATION SPECIALISTS
 4318 PORTAGE ROAD - UNIT 2, NIAGARA FALLS, ON L2E 6A4
 T: (905) 358-3693 F: (905) 358-6224 www.jdbarnes.com

DRAWN BY:	CHECKED BY:	REFERENCE NO.:
TS	AH	23-16-346-00

FILE: G:\PROJECTS\23-16-346\00 - 23-16-346\Drawing\23-16-346-00 REF.dwg
 PLOT DATE: 7/18/2024 3:17 PM





Town of Niagara-on-the-Lake

1593 Four Mile Creek Road
P.O. Box 100, Virgil, ON L0S 1T0
905-468-3266 www.notl.com

REPORT #: OPS-24-047 **COMMITTEE DATE:** 2024-10-22
REPORT TO: COTW-General **DUE IN COUNCIL:** 2024-10-29
SUBJECT: Encroachment Agreement for 242 Ricardo Street

1. RECOMMENDATION

It is respectfully recommended that:

- 1.1. Council approves the encroachment agreement for the property known as 242 Ricardo Street to recognize the encroachment of their heritage building and appurtenances into the municipal right of way, and that the agreement be forwarded to the Owners for signature; and
- 1.2. Staff be directed to prepare the necessary By-law to be forwarded to Council for approval.

2. EXECUTIVE SUMMARY

- The existing heritage building and appurtenances at 242 Ricardo Street are encroaching into the municipal right of way.
- This report is seeking Council approval to address the existing encroachment by entering into a permanent encroachment agreement with the property Owners to permit the continued use of the dwelling and to protect the Town's interests.
- Encroachment agreements permit regulated occupancy without requiring the removal or renovation of heritage buildings, irrigation systems and other structures while indemnifying the Town against liability and outlining clear expectations.
- All costs for the preparation and registration of the encroachment agreement will be borne by the Owner(s) of 242 Ricardo Street.

3. PURPOSE

The purpose of this report is to request Council's approval to recognize existing encroachments through an agreement concerning a property located at 242 Ricardo Street.

4. BACKGROUND

The subject lands are located at 242 Ricardo Street, in the urban area of Old Town.

The need to enter into an encroachment agreement arose from a Site Plan Amendment (SPA) application (SP-09-2024) for a property located at 242 Ricardo Street and is necessary to govern an existing building that has historically occupied a portion of the public road allowance.

The SPA application provides the opportunity to formalize a long-standing use with a legally binding agreement. This section of Ricardo Street has a full width road allowance with an improved curb and gutter roadway and 1.25 metre sidewalk. No improvements other than resurfacing are anticipated in the foreseeable future and the encroachment does not interfere with Town operations.

The proposed SPA was approved with the following condition:

That the Owners regulate the encroachment of their heritage building and appurtenances onto the Ricardo Street road allowance through an encroachment agreement with the Town to permit the continued use of the dwelling partially located on 30R-16314 shown as Part 1 (known as 242 Ricardo Street) as **Appendix II** subject to the satisfaction of the Operations Department; or if a permanent encroachment agreement is currently in effect, that the agreement be amended to provide for a separate legal description and title as created by the proposed severance, subject to the satisfaction of the Operations Department.

5. DISCUSSION / ANALYSIS

Further research indicated that there has never been an agreement governing this encroachment.

An encroachment agreement protects the Town's interest by:

- Providing indemnification against harm should anything untoward occur on the portion of the road allowance being occupied by the structure;
- Providing a mechanism to recover the use of the occupied portion of the road allowance for Town purposes upon 90 days' notice to the Owner; and
- Asserting the Town's ownership of the occupied portion of the road allowance to prevent a claim of adverse possession.

It should be noted that this situation arises primarily where historic buildings were erected before the implementation of rigorous site control. A draft agreement for the subject property has been prepared and is attached as **Appendix I**.

6. STRATEGIC PLAN

The content of this report supports the following Strategic Plan initiatives:

Pillar

3. Enrich Community Assets, Environment, & Infrastructure

Priority

3.3 Infrastructure

Action

Other

7. OPTIONS

- 7.1 **Option 1:** Regulate the encroachments through the attached draft agreement. *(Recommended).*
- 7.2 **Option 2:** Allow the encroachments to continue in an unregulated state. *(Not recommended)*
- 7.3 **Option 3:** Engage in a process to have the encroachments, including portions of a building, removed from the public road allowance. This process would be lengthy and expensive. *(Not recommended)*

8. FINANCIAL IMPLICATIONS

The Owner(s) of 242 Ricardo Street will bear all costs associated with the preparation and registration of the encroachment agreement. No costs to the Town are anticipated.

9. ENVIRONMENTAL IMPLICATIONS

Not applicable. There is no environmental impact associated with this report.

10. COMMUNICATIONS

Upon Council passing a resolution, Staff will advise the property Owner(s) of Council's decision and execute and register the encroachment agreement attached hereto as a draft.

11. CONCLUSION

It is in the interests of both the Town and the Owner(s) that occupancy of any portion of the road allowance be subject to an encroachment agreement. Such agreements permit regulated occupancy without requiring the removal or renovation of heritage buildings, irrigation systems and other structures while indemnifying the Town against liability and outlining clear expectations should the Town require the use of the occupied portion of the road allowance for its own purposes.

Planning-related applications continue to provide an opportunity to identify and appropriately regulate historical encroachments which are challenging to address by other means.

12. PREVIOUS REPORTS

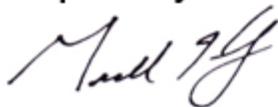
- Not applicable.

13. APPENDICES

- Appendix I – Preliminary Draft Encroachment Agreement for 242 Ricardo Street
- Appendix II – 30R-16314 242 Ricardo Street

Respectfully submitted:

Prepared by:



Mike Komljenovic
Engineering Supervisor, Operations

Submitted by:



Bruce Zvaniga
Chief Administrative Officer (Interim)

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE**

BY-LAW NO. 2024-XX

(242 Ricardo Street)

Roll #2627 010 001 06500

A BY-LAW TO AUTHORIZE AN ENCROACHMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND VINTAGE PROPERTIES LIMITED

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the agreement dated the 29th day of October 2024 between the Town and the Owner be and the same is hereby approved.
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal.
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 29TH DAY OF OCTOBER 2024.

LORD MAYOR GARY ZALEPA

TOWN CLERK GRANT BIVOL

THIS AGREEMENT made this 29th day of October 2024 pursuant to Section 71 of the Land Titles Act, and authorized by By-law No. 2024-XX of The Corporation of The Town of Niagara-on-the-Lake.

BETWEEN:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE
(hereinafter called the "Town")

- and -

VINTAGE PROPERTIES LIMITED
(hereinafter called the "Owner")

WHEREAS the Owner represents that they are the registered Owner of lands known as 242 Ricardo Street, in the Town of Niagara-on-the-Lake, in the Regional Municipality of Niagara, as described in Schedule 'A' attached hereto, (hereinafter referred to as "The Lands");

AND WHEREAS parts of an existing building, including a portion of foundation, parts of the two-storey structure and façade, eaves, downspouts, stone steps, exterior lights, a freestanding water fountain and plantings on the Lands also encroach onto Ricardo Street to the extent shown as Part 1 of Plan 30R-16314 (herein after referred to as "the Encroachment");

AND WHEREAS the Council of the Town agrees to allow the Owner to maintain and use the Encroachment on Ricardo Street until such time as the Encroachment is demolished, removed or destroyed;

NOW THEREFORE in consideration of the premises and the covenants and agreements hereinafter to be performed, the parties hereto mutually covenant and agree with each other as follows:

1. The Town shall, and it does hereby, allow the Owner, its successors, and assigns in title, as the registered Owner(s) of the Lands the privilege of maintaining and using the Encroachment in its present position until such time as the Encroachment is demolished, removed or destroyed.
2. The Owner accepts all risk and responsibility for the Encroachment and will at all times keep the Town effectively indemnified against all manner of actions, causes of action, claims, demands, losses, costs, damages, and expenses of whatsoever nature and kind as may be suffered by or occasioned to the Town in any manner howsoever by reason of the existence of the Encroachment, and agrees to remove the Encroachment upon ninety (90) days' written notice from the Town that those lands owned by the Town which are affected by the Encroachment are required for municipal purposes.
3. The Owner agrees that existing building including the Encroachment shall be maintained at the total expense of the Owner.
4. The Owner herein agrees and consents to the registration of this Agreement against the tile to the Lands at their expense.
5. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.
6. Any notice given to the Owner hereunder shall be sufficiently given and addressed to:

Vintage Properties Limited
PO Box 929, 242 Ricardo Street
Niagara-on-the-Lake, Ontario. L0S 1J0

IN WITNESS WHEREOF the Owners have hereunto set their hands and the Town has caused its Corporate Seal to be hereunto affixed under the hands of its proper signing officers.

SIGNED, SEALED, AND DELIVERED
In the presence of:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE:
Per:

Lord Mayor Gary Zalepa

Town Clerk Grant Bivol

We have the authority to bind the
Corporation.

VINTAGE PROPERTIES LIMITED
Per:

Joreg Wiebe
President

Shannon Wiebe
Authorized Signing Officer

We have the authority to bind the
Corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS:

PT BLK 18, TP PL 86, NIAGARA
AS IN RO194496
NIAGARA-ON-THE-LAKE

BEING ALL OF PIN 46507-22 (LT)
LRO #30

Appendix I to Information Report OPS-24-040

INTEGRATION DATA		
OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0).		
COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.		
POINT ID	EASTING	NORTHING
ORP (A)	657271.42	4790811.22
ORP (B)	657484.41	4790670.51
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

SCHEDULE				
PART	ROAD	PLAN	PIN	AREA
1	PART OF RICARDO STREET	TP PLAN 86	PART OF 46407-0003 (LT)	36.2 sq.m

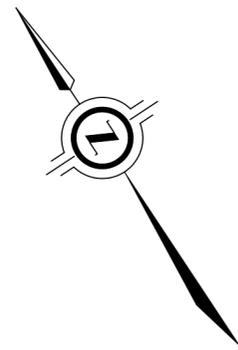
PLAN 30R-16314

Received and deposited

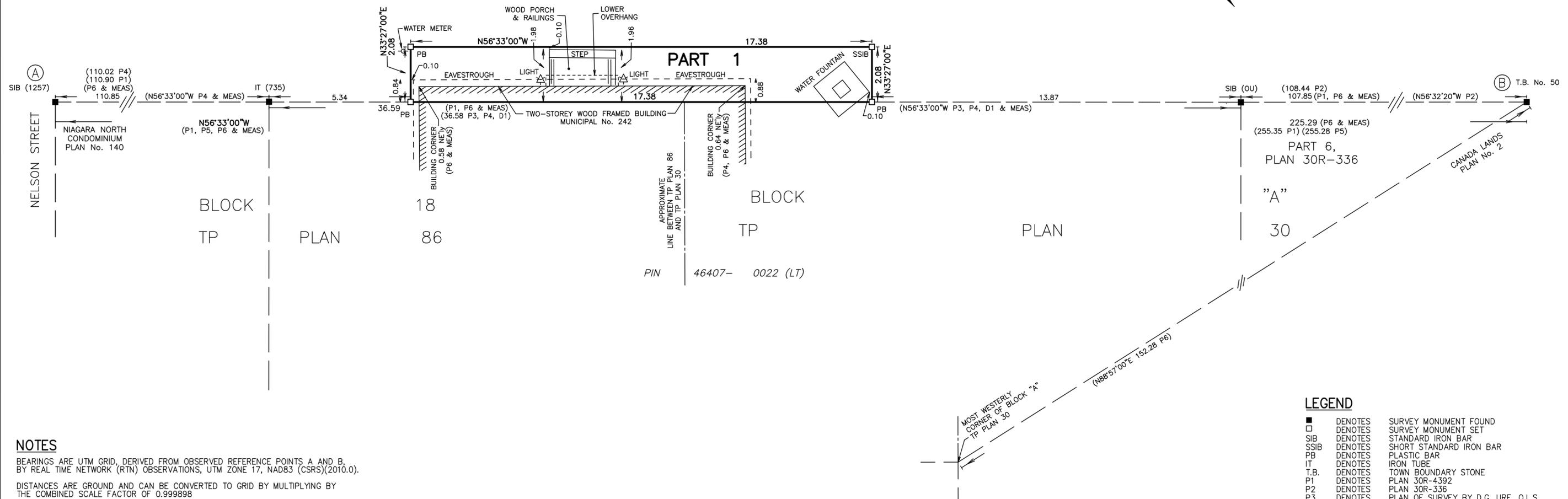
September 26th, 2024

Jamila Barrett

Representative for the
Land Registrar for the
Land Titles Division of
Niagara North (No.30)



RICARDO STREET
(AS SHOWN ON TP PLAN 86)
PIN 46407-0003 (LT)



PLAN OF SURVEY OF
PART OF RICARDO STREET
TP PLAN 86
TOWN OF NIAGARA-ON-THE-LAKE
REGIONAL MUNICIPALITY OF NIAGARA



THE INTENDED PLOT SIZE OF THIS PLAN IS 762mm IN WIDTH BY 356mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:100

J. D. BARNES LIMITED

METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 - THE SURVEY WAS COMPLETED ON AUGUST 26, 2024

AUGUST 28, 2024
DATE

Andrew Handspiker
ANDREW HANDSPIKER
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-71537

J.D. BARNES LIMITED
LAND INFORMATION SPECIALISTS
4318 PORTAGE ROAD - UNIT 2, NIAGARA FALLS, ON L2E 6A4
T: (905) 358-3693 F: (905) 358-6224 www.jdbarnes.com

DRAWN BY: AT	CHECKED BY: AH	REFERENCE NO.: 23-16-369-02
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FILE: G:\PROJECTS\23-16-369\02 - 23-16-369\Drawing\23-16-369-02-ref-encroachment.dwg
PLOT DATE: 9/18/2024 11:51 AM

NOTES

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS)(2010.0).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999898

ALL SET SSIB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.

FOR BEARING COMPARISONS:
- A ROTATION OF 1°19'20" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON P1 & P2
- A ROTATION OF 1°18'00" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON P3, P4, P5 & D1.

- LEGEND**
- DENOTES SURVEY MONUMENT FOUND
 - DENOTES SURVEY MONUMENT SET
 - SIB DENOTES STANDARD IRON BAR
 - SSIB DENOTES SHORT STANDARD IRON BAR
 - PB DENOTES PLASTIC BAR
 - IT DENOTES IRON TUBE
 - T.B. DENOTES TOWN BOUNDARY STONE
 - P1 DENOTES PLAN 30R-4392
 - P2 DENOTES PLAN 30R-336
 - P3 DENOTES PLAN OF SURVEY BY D.G. URE, O.L.S. DATED MAY 13, 1968
 - P4 DENOTES PLAN OF SURVEY BY KERRY T. HOWE, O.L.S. DATED JULY 13, 1954, FILE: 950-U-NIA
 - P5 DENOTES TP PLAN 86
 - P6 DENOTES PLAN OF SURVEY BY J.D. BARNES LIMITED DATED DECEMBER 22, 2023, FILE: 23-16-369-00
 - D1 DENOTES INSTRUMENT No. R0194496
 - MEAS DENOTES MEASURED
 - 735 DENOTES KERRY T. HOWE, O.L.S.
 - 1257 DENOTES R. LAROCQUE, O.L.S.
 - OU DENOTES ORIGIN UNKNOWN
- N=NORTH / S=SOUTH / E=EAST / W=WEST



Town of Niagara-on-the-Lake

1593 Four Mile Creek Road
P.O. Box 100, Virgil, ON L0S 1T0
905-468-3266 www.notl.com

REPORT #: OPS-23-066 **COMMITTEE DATE:** 2024-10-22
REPORT TO: COTW-General **DUE IN COUNCIL:** 2024-10-29
SUBJECT: Niagara Peninsula Conservation Authority Memorandum of Understanding – Agreement for Services

1. RECOMMENDATION

It is respectfully recommended that:

- 1.1 Council endorses the “Niagara Peninsula Conservation Authority Memorandum of Understanding – Agreement for Services” attached as **Appendix I** and;
- 1.2 Council authorizes the Lord Mayor and Clerk to sign the “Niagara Peninsula Conservation Authority Memorandum of Understanding – Agreement for Services” on behalf of the Corporation for the delivery of municipally requested services and operational requirements of the Virgil Reservoirs, and;
- 1.3 Council authorizes staff to execute procurement agreements with the Niagara Peninsula Conservation Authority as may be necessary for the delivery of municipally requested services.

2. EXECUTIVE SUMMARY

- With the changes to the Conservation Authorities Act over the last six years, a clear delineation of mandated and non-mandated programs has been identified.
- Mandated programs allow Conservation Authorities (CA) to levy municipalities for the services provided; however, for non-mandated programs, CA’s must now enter into a Memorandum of Understanding (MOU) with the municipality to provide Fee for Service programs.
- The MOU provided by the Niagara Peninsula Conservation Authority (NPCA), attached as Appendix I, provides a list of Fee for Service items in which the Town can enter into agreements with the NPCA to perform on the Town’s behalf.
- Also, with the changes to the Conservation Authorities Act, the operation and maintenance agreement for the Virgil Reservoirs is required to be formalized. Information on this agreement is included as Schedule B in the MOU.

3. PURPOSE

The purpose of this report is to seek Council approval on the proposed MOU between the Town and NPCA for potential procurement of services (on an as needed basis) and to formalize the agreement between the Town and the NPCA for the usage of the Virgil Reservoirs.

4. BACKGROUND

Due to legislative changes at the Provincial level, there is a need to review policies pertaining to Conservation Authority programs and services provided. These changes took effect on January 1, 2024, requiring CAs to enter into MOUs with each of the municipalities they represent for programs that are not considered leviable under the Conservation Authorities Act, including items such as water monitoring, flood and erosion protection and remediation, land stewardship, environmental assessments, development review, special studies and more.

As part of the MOU, the operation and maintenance of the Virgil Reservoirs also need to be formalized. The Virgil Reservoirs were created for irrigation purposes when CAs focused on dealing with drought conditions. The Town and NPCA have worked together over the years to operate and maintain these structures but no formal agreement outlining the roles and responsibilities currently exists. Schedule B of the MOU has been created to formalize our partnership and ensure the system's longevity.

5. DISCUSSION / ANALYSIS

The *Conservation Authorities Act* has been amended many times in the past six years to provide further clarity surrounding the programs and services that CAs provide, agreements for the provision of municipally requested services, and the overall operations of the Conservation Authorities. These were undertaken through the Building Better Communities and Conserving Watersheds Act, 2017 (Bill 139), the More Homes, More Choice Act, 2019 (Bill 108), and the Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020 (Bill 229) and Build More Homes Faster Act, 2022 (Bill 23).

Through these various pieces of legislation, a clear distinction emerged between mandatory services related to natural hazards risk management and other non-mandatory services that have otherwise been provided in the past to municipalities by Conservation Authorities.

With this distinction now clear, services outside the CA's normal mandate are no longer leviable and require an MOU with their municipal partners to create fee-for-service agreements.

In addition to the normal aspects of the MOU, the NPCA also required a written agreement on the operation and maintenance of the Virgil Reservoirs. These reservoirs belong to the NPCA; however, they have been utilized since their creation for irrigation waters to help ensure food security. These reservoirs are instrumental in helping maintain Niagara-on-the-Lake crops.

There has long been an understanding between the Town and NPCA on how to operate and maintain the reservoirs. However, it had never been formalized in writing, which is now required under the updates to the Act.

It is also important to note that at the July 17, 2024, Environmental Advisory Committee (EAC) meeting, members reviewed the MOU and the EAC recommended changes have been incorporated into this report and agreement.

6. STRATEGIC PLAN

The content of this report supports the following Strategic Plan initiatives:

Pillar

1. Vibrant & Complete Community

Priority

3.2 Environment

Action

2.2 a) Shared Services

Pillar

3. Enrich Community Assets, Environment, & Infrastructure

Priority

3.2 Environment

Action

3.3 a) Infrastructure Investment (Physical & Green)

7. OPTIONS

- 7.1 Option 1: That Council endorses the “Niagara Peninsula Conservation Authority Memorandum of Understanding – Agreement for Services and operational parameters for the Virgil Reservoirs” attached as Appendix I (**Recommended**)
- 7.2 Option 2: That Council does not approve the “Niagara Peninsula Conservation Authority Memorandum of Understanding – Agreement for Services and direct staff to continue discussions with the NPCA. (*Not Recommended*)

8. FINANCIAL IMPLICATIONS

As this is a Fee for Service, there will be costs associated when the Town engages the NPCA for work. These costs would be negotiated at that time. It should also be noted that Schedule B of the MOU relates to the operational components of the Virgil Reservoirs and their upkeep. There will be costs associated with this that will be included in the budget. The Town and NPCA will work together to seek funding sources to ensure the operation and integrity of the facility to help meet our irrigation needs.

The current NPCA Fee Guide is also included as Appendix II to provide a guide to the cost of services.

9. ENVIRONMENTAL IMPLICATIONS

This MOU with the NPCA allows the Town to engage the NPCA for a Fee for Service to utilize their expertise in areas related to environmental concerns and review. It allows the Town to ensure environmental concerns are addressed appropriately.

10. COMMUNICATIONS

Upon approval by Council and signing by the Lord Mayor and Clerk, a copy of the executed document will be sent to the NPCA to be included in their upcoming Board meeting for approval. Once both parties have approved and signed the document, staff will work with the Communications team to place it on the Town’s website.

11. CONCLUSION

Approval of the NPCA Memorandum of Understanding—Agreement for Services provides opportunities for the Corporation to utilize the NPCA's expertise on a number of Fee for Service programs (that the Town does not have the in-house resources to provide); and, it also frames a working agreement for the use and maintenance of the Virgil Reservoirs.

12. PREVIOUS REPORTS

N/A

13. APPENDICES

- Appendix I – Agreement for Services
- Appendix II – 2023 Planning and Regulation Fee Schedules (Including Tax)
- Appendix III – EAC July 17, 2024, Minutes
- Appendix IV – 2024-0XX - Agreement between NPCA and Town By-law

Note that Bylaw 4157-07 (between the Region of Niagara, the 12 Municipalities and the NPCA) will be reviewed to determine if it should be repealed. However, this MOU is separate and distinct from this Bylaw and MOU.

Respectfully submitted:

Prepared by:



**Darren MacKenzie, C.Tech., rcsi
(A) Director of Operations**

Submitted by:



**Bruce Zvaniga
Chief Administrative Officer (Interim)**



AGREEMENT FOR SERVICES

THIS AGREEMENT dated this ____ day of _____, 2024.

BETWEEN:

NIAGARA PENINSULA CONSERVATION AUTHORITY
(hereinafter called the "NPCA")

OF THE FIRST PART

– and –

The Town of NIAGARA-ON-THE-LAKE,
(Hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the NPCA is a Conservation Authority established under the Conservation Authorities Act ("Act") and is governed by its members appointed by participating municipalities in accordance with the *Act*;

AND WHEREAS the Town, through its two members of Regional Council, have input and vote on the composition of the NPCA;

AND WHEREAS the Municipality is located wholly or in part within the area under the jurisdiction of NPCA;

AND WHEREAS the Municipality is a lower tier Municipality in the Region of Niagara located wholly or in part within the area under the jurisdiction of NPCA;

AND WHEREAS, pursuant to the *Act*, Conservation Authorities are permitted to provide non-mandatory programs and services under a memorandum of understanding or such other agreement as may be entered into with a Municipality;

AND WHEREAS the NPCA and the Municipality has mutually agreed to establish shared services that are within the service areas attached hereto as Schedule "A" and Schedule "B":

AND WHEREAS the Council of the Municipality and NPCA Board has authorized the Municipality to enter into this Agreement for Services with the NPCA for the delivery of programs and;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement for Services, including the exchange of promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Scope and Use

1. The NPCA agrees to collaborate on shared services to the Municipality selected as per municipal needs. Non-mandatory services attached hereto as Schedule “A”.
2. Notwithstanding the foregoing, the Municipality acknowledges and agrees that all programs and services identified in Schedule “A” may also be included in a Watershed-based Resource Management Strategy that the NPCA is required to develop and implement under the *Act*, or any amendments thereto.

Term of Agreement

3. The term of this Agreement shall be for a period of five (5) years commencing on January 1, 2024 and running until December 31, 2028 (the “**Initial Term**”),
4. This Agreement shall be reviewed by the parties within six months of the end-date of the Initial Term for the purpose of determining whether or not this Agreement for Services is to be renewed by the parties, and discussing the terms of any renewal, including, but not limited to, whether any changes will be made to the non-mandatory programs and services attached hereto as Schedule “A”. It shall be the NPCA’s responsibility to initiate the review with the Municipality.
5. The NPCA and the Municipality, upon mutual agreement, may renew this Agreement for Services for an unlimited number of additional five (5) year terms (the “**Renewal Term(s)**”), provided that any renewed Agreement for Services must also be reviewed by the parties six months prior to the end-date of any such Renewal Term(s), as set out in paragraph 4, above.
6. This Agreement for Services may be terminated by either party prior to the end of the Initial Term or any Renewal Term(s), upon delivery of a written “Notice of Early Termination” as per the Notice clause 19, below, from the terminating party to the non-terminating party at least six months before the early termination date, which date is to be specified in the written “Notice of Early Termination”.
7. The Municipality and NPCA will strive to facilitate open and timely communication at all levels. The resolution of disputes that may arise between the parties to this Agreement for Services during the Initial Term and/or any Renewal Term(s) shall be subject to alternative dispute resolution for the settling of disputes outside the Court system. The Parties will endeavour to resolve the matter through negotiations without use of formal mediation or adjudication. If needed, the Parties

will seek mediation to be conducted by a mutually agreed-upon mediator at such time as may be mutually agreed upon by the NPCA and the Municipality, and should mediation be unsuccessful, an arbitration to be conducted by a mutually agreed-upon arbitrator at such time and pursuant to such procedural rules as may be mutually agreed upon by the NPCA and the Municipality. The cost of any mediation and/or arbitration shall be borne in equal shares by the NPCA and Municipality.

8. The NPCA will not add to or delete from the services or programs funded through the Municipality without first consulting with the Municipality and entering into a written agreement to this Agreement for Services with the Municipality.
9. The Municipality acknowledges and agrees that by executing this Agreement for Services, it is confirmed that the terms of this Agreement for Services have been reviewed and approved by a resolution of the Council of the Municipality.
10. This Agreement for Services does not preclude the parties identifying or entering into agreements with respect to opportunities for further collaboration to the benefit of both parties, and is intended to ensure efficiency, transparency and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives and projects involving third parties.
11. The resolution of the NPCA Board of Directors to execute this Agreement for Services shall be attached hereto as Schedule 'C'.
12. The resolution of Council of the Municipality to execute this Agreement for Services shall be attached hereto as Schedule 'D'.

Agreement for Services Available to the Public

13. As required by the *Act* and/or its regulations, this Agreement for Services shall be made available to the public, including on the NPCA website.

Fees and Payment

14. The costs associated with programs and services subject to this Agreement for Services, be reviewed by the parties on an as need basis and will be based on applicable legislation.
15. NPCA will charge a user fee in the delivery of any programs and services listed in Schedule 'A', or as requested by the Municipality through collaborative projects as appropriate, to cover costs of NPCA programs or services provided under this

Agreement for Services. Such user fees shall only be imposed in accordance with NPCA's Fee Policy and Fee Schedules adopted in accordance with the provisions of the *Act*, or otherwise in accordance with provisions set out in an agreement between the NPCA and the Municipality.

16. The responsibilities and financial obligations of the NPCA and Municipality for the shared operations and maintenance of the Virgil Dam Conservation Area are specified in Schedule 'B'.
17. Should the municipality request a service listed in "Schedule A", quarterly invoices will be sent by the NPCA to the Municipality for the delivery of programs and services in accordance with this Agreement.

Notice

18. Any notice in respect of this Agreement for Services shall be in writing and shall be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such party as follows:

- (1) in the case of the Municipality, to:
The Town of Niagara-on-the-Lake
1593 Four Mile Creek Road
Virgil, ON
L0S 1T0
Attention: Bruce Zvaniga, CAO (Interim)
Email: bruce.zvaniga@notl.com

- (2) in the case of NPCA, to:

Niagara Peninsula Conservation Authority
250 Thorold Road West, 3rd Floor
Welland, ON - L3C 3W2

Attention: Leilani Lee-Yates, CAO/Secretary-Treasurer

Email: llee-yates@npca.ca

or to such other addresses as the parties may from time to time set out in writing, and any notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing.

Force Majeure

19. Neither party shall be in default with respect to the performance or non-performance of the terms of this Agreement for Services resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Participating Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, or other cause, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay.

This provision should not relieve the Municipality of its obligation to pay fees and costs when due.

Governing Law

20. This Agreement for Services shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as the locus of contract.

No Agency

21. Nothing herein contained shall make or be construed to make the Municipality or the NPCA a partner of one another nor shall this Agreement for Services be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose whatsoever between the Municipality or the NPCA or between the Municipality, the NPCA and a third party. Nothing in this Agreement for Services is to be construed as authorizing one of the NPCA or the Municipality to contract for or to incur any obligation on behalf of the other of them or to act as agent for the other of them. Any reference herein to the Municipality shall be interpreted to include its boards, agencies, commissions, and subsidiary operations.

Invalidity of any Provision

22. If any provision of this Agreement for Services is invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from this Agreement for Services and all other provisions shall remain in full force and effect and shall be binding in all respects between the parties hereto.

Further Assurances

23. The Parties hereto agree to execute and deliver to each other such further written documents and assurances from time to time as may be reasonably necessary to give full effect to the provisions of this Agreement for Services.

Amendments

24. This Agreement for Services cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

Binding Agreement

25. This Agreement for Services shall ensure to the benefit and be binding upon the parties hereto and their respective heirs, executors, representatives and successors permitted hereunder.

Execution

26. This Agreement for Services may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all of such counterparts, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF the Municipality and the NPCA have signed this Agreement for Services on the following page.

[Signature page follows]

SIGNED, SEALED AND DELIVERED THIS ____ DAY OF _____, 2024.

NIAGARA PENINSULA CONSERVATION AUTHORITY

Per: _____
Chair – Robert Foster

Per: _____
Chief Administrative Officer/Secretary-Treasurer – Chandra Sharma

I/we have the authority to bind the Corporation

SIGNED, SEALED AND DELIVERED THIS ____ DAY OF _____, 2024.

TOWN OF NIAGARA ON THE LAKE

Per: _____
Lord Mayor - Gary Zalepa

Per: _____
Town Clerk - Grant Bivol

I/we have the authority to bind the Corporation

NPCA Agreement of Services - Schedule "A"

NPCA Service Areas for Category 2 Services (non-Mandatory Fee-for-Service or costs-shared through fundraising)

Flood and Erosion Management

- a) Flood & erosion hazard mitigation projects on public lands across watershed rivers and streams (beyond NPCA owned lands)

Shoreline Hazard Management & Resilience

- a) Shoreline studies for public lands including environmental assessments
- b) Shoreline flood and erosions capital projects on public lands (beyond NPCA owned lands)

Planning Studies

- a) Class or Conservation Authority Environmental Assessment for restoration, trails or flood and erosion mitigation projects
- b) Review and advice on OP updates and comprehensive Zoning By-Law reviews related to watershed-based resource management and natural hazards (other than natural heritage)
- c) Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning

Watershed and Sub-watershed Planning

- a) Data, technical analysis and modeling to inform sub-watershed and quaternary planning for growth areas and restoration initiatives
- b) Review and input to sub-watershed studies or other regional scale studies (e.g., comprehensive EIS, master plans)
- c) Watershed and landscape scale integrated science and reporting to foster cross-municipal resource management

Watershed Monitoring

- a) Water quality monitoring to support municipal and other programs and initiatives (Stormwater quality monitoring or performance monitoring of Low Impact Development technologies)
- b) Ecological monitoring to support municipal programs (planning & growth)
- c) Subwatershed monitoring to support municipal studies, including surface water and groundwater quality, equipment set-up and maintenance, fish and other aquatic community surveys
- d) Groundwater monitoring and reporting

Ecological Restoration & Stewardship

- a) Restoration projects (cost-shared and Fee- for-service)
- b) Invasives species management
- c) Agriculture (public and private land), urban (homeowners/public lands) and corporate stewardship and restoration initiatives

- d) Technical support to landowners on restoration and forest management, Knowledge sharing workshops, hands-on training

Climate Change Resilience

- a) Emerging climate Research and practice to support municipal projects (i.e., Natural Asset Inventories)
- b) Sustainable Stormwater and Erosion/Sediment Management Technologies and Low Impact Development (implementation, training, performance monitoring and Best Management Practices)

Outdoor Education and Cultural Heritage

- a) Outdoor Education and Cultural Heritage Programs

Land Management & Land Care

- a) Land, Lease & Facility Management, Operations and Maintenance

Land Securement

- a) Strategic cost-shared acquisition of properties with lower-tier municipal partners and other agencies.

Schedule B

REGARDING

THE VIRGIL DAMS AND RESERVOIRS CONSERVATION AREA

1. BACKGROUND

1.1) The Niagara Peninsula Conservation Authority's (NPCA) Virgil Dams and Reservoirs Conservation Area, located across Four Mile Creek in the Town of Niagara-on-the-Lake (the 'Town'), were originally constructed in 1968 with the primary purpose of providing water for agricultural irrigation. This primary purpose remains unchanged to this day. The Upper Dam and Reservoir is located just south of Township Line 3 west of Creek Road, and the Lower Dam and Reservoir is located between Niagara Stone Road and Township Line 3.

1.2) The NPCA currently owns and maintains the Virgil Dams and Reservoirs Conservation Area as a passive recreational facility intended to be primarily used for hiking, fishing, and bird watching.

1.3) During the growing season, water within Four Mile Creek and the Virgil Reservoirs is supplemented by water pumped by the Town from the Ontario Power Generation's Sir Adam Beck hydro facility as dictated by the Town's Irrigation Committee.

1.4) There has never been a formal agreement between the NPCA and the Town with respect to the maintenance and operation of these Dams. Both organizations have collaborated in good faith to ensure community needs for irrigation are addressed in a timely fashion.

1.5) This Agreement does not change the continued need for collaboration related to the operational aspects of infrastructure and grounds maintenance and is focused on clarifying roles and responsibilities considering recent changes to the Conservation Authorities Act.

1.6) As such, this Agreement between the Niagara Peninsula Conservation Authority and the Town of Niagara-on-the-Lake regarding the NPCA's Virgil Dams and Reservoirs shall clearly and define the responsibilities and financial obligations of each party.

2.0) RESPONSIBILITIES AND FINANCIAL OBLIGATIONS

Responsibilities and financial obligations are outlined as follows:

2.1) The **Niagara Peninsula Conservation Authority** will:

- a. Undertake and pay for all operations and maintenance pertaining to land care on the properties (excluding the Upper and Lower Dam structures, and the Upper and Lower Reservoirs, collectively the "**Virgil Reservoirs and Dams**") which shall include grass

cutting, tree removal and maintaining all gates, fences, bollards, barriers, trails, and driveways.

- b. Assist the Town by providing technical expertise to obtain any required permits or approvals necessary to improve the condition or operation of the Virgil Reservoirs and Dams for irrigation purposes.
- c. Provide the Town with non-exclusive access to the Virgil Reservoir and Dams, such that the Town may operate the dams and draw water from the Upper and Lower Virgil Reservoirs for agricultural irrigation.
- d. Develop Virgil Conservation Area Management Plan with input from municipal staff, appropriate stakeholders, and community as per the Conservation Area Strategy required under the Conservation Authorities Act. Through the development of the Conservation Area Management Plan, NPCA will ensure that the ongoing irrigation needs of the agriculture community must continue to be accommodated.

2.2) The **Town of Niagara-on-the-Lake** will:

- a. Undertake and pay for all operations and maintenance pertaining to the Virgil Reservoirs and Dams water control infrastructure as per past practice.
- b. Undertake and pay for all operations that are required to impound, supply, convey, and discharge irrigation water as per past practice.
- c. Undertake to provide and pay for routine inspections of the Upper and Lower Virgil Dam structures to ensure the overall structural integrity of the water control structures.
- d. Collaborate with NPCA to fundraise as required, to undertake capital works required to maintain the structural integrity of the Dams and to satisfy all applicable Provincial Dam Safety guidelines, policies, and requirements.
- e. Undertake to implement and comply with all conditions (including operating, monitoring, reporting, and renewal) of the Ministry of the Environment, Conservation, and Park's Permit to Take Water #2442-CMJSC3 (attached).

2.3) **The Niagara Peninsula Conservation Authority** and the **Town of Niagara-on-the-Lake** will:

- a. Meet quarterly to discuss the implementation of this Agreement.
- b. Collaborate to secure funding to help defray the costs of capital works required to be undertaken to maintain the overall structural integrity of the Dams and to satisfy all applicable Dam Safety guidelines, policies, and requirements.
- c. Collaborate to implement and cost-share shoreline erosion control projects that have the potential to negatively impact adjacent pedestrian trails.

- d. Collaborate to secure funding to help defray the costs of any works which would serve to improve the environmental health of the Upper and Lower Virgil Reservoirs.
- e. Collaborate on the long-term vision and management plan of Virgil Conservation Area and its implementation.

3.0 POINTS OF CONTACT

3.1 All notices and communications related to this Agreement will be addressed as follows:

3.1.1) For **Niagara Peninsula Conservation Authority** to:

Director, Conservation Areas

Niagara Peninsula Conservation Authority

250 Thorold Road West, 3rd floor,

Welland, ON, L3C 3W2

Phone: (905) 788-3135

3.1.2) For the **Town of Niagara-on-the-Lake** to:

Director of Operations

Town of Niagara-on-the-Lake

1593 Four Mile Creek Road,

Niagara-on-the-Lake, ON, L0S 1T0

Phone: (905) 468-3266

4.0 TERMS OF ACCESS AND INDEMNIFICATION

4.1) The Town shall conduct its activities in a manner that will minimize interference with the NPCA's and the public's use and enjoyment of the Virgil Reservoirs and Dams and the NPCA's adjacent property.

4.2) The Town shall obtain and, cause its agents to obtain (and provide evidence to the NPCA), prior to the access to or commencement of any activities at the Virgil Reservoirs and Dams by or on behalf of the Town a policy of commercial general liability insurance covering any and all liability with respect to or arising out of the Town Access activities. Such policy of insurance shall be kept and maintained in force during the term of this Agreement and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of the Town, the Town's employees, agents, contractors, suppliers, consultants or other related parties with respect to the Town Access activities. Such policy of insurance shall

have liability limits of not less than Five Million Dollars (\$5,000,000) with a combined single limit per occurrence for bodily injury, personal injury and property damage liability and shall be in form and content satisfactory to the NPCA, acting reasonably. The Town and its agents shall provide the NPCA with certificates of insurance prior to entry onto the Virgil Reservoir and Dams by the Town or its agents and shall provide satisfactory evidence of such insurance coverage upon request of the NPCA at any time thereafter.

4.3) The Town shall defend, reimburse, indemnify and hold the NPCA, its officers, servants and agents, harmless from and against any and all claims, demands, suits, actions, losses, liabilities, damages, obligations, payments, costs, and expenses (including reasonable legal fees incurred in connection therewith) arising out of any injury to persons, including death, or loss or damage to property of the NPCA or others, which may be asserted against the NPCA by reason, in whole or in part, of the entry upon the Virgil Reservoirs and Dams by the Town or its agents or their respective activities at the Virgil Reservoirs and Dams or in any manner associated with the exercise of any right or privilege granted to the Town by this Agreement.

Schedule 'C'
NPCA Board of Directors Resolution to Execute this Agreement

9.3 Report No. FA-28-23 RE: Agreements of Services with Municipalities as required under the Conservation Authorities Act Phase 1 Regulation

Resolution No. FA-67-2023

Moved by Brian Grant

Seconded by Mark Tadeson

1. THAT Report No. FA-28-23 RE: Agreements of Services with Municipalities as required under the Conservation Authorities Act Phase 1 Regulation BE RECEIVED.

2. THAT staff BE DIRECTED to circulate the draft Agreement of Services, as appended, for

discussion with NPCA's partner municipalities as part of the 2024 Budget process, related to

Category 2 and 3 Programs and Services.

3. THAT this report BE CIRCULATED to NPCA's partner (funding) municipalities, lower-tier

municipalities. Ministry of Natural Resources and Forestry (MNRF) and Ministry of Environment Conservation and Parks (MECP).

5. THAT the final Agreements of Services BE PRESENTED to the NPCA Board of Directors for

final approval.

6. AND FURTHER THAT the final executed Agreements of Services BE POSTED online as required by the Conservation Authorities Act.

Schedule 'D'
Niagara-on-the-Lake Council Resolution to Execute this Agreement



SCHEDULE "A" – PLAN REVIEW FEES (Effective December 1, 2022)

Application Type	Fee	
<i>Official Plan Amendments</i>		
• <i>Minor</i> ¹	\$1695	
• <i>Major</i> ²	\$6893	
<i>Zoning By-law Amendment</i>		
• <i>Minor</i>	\$1695	
• <i>Major</i>	\$6893	
• <i>Removal of Holding</i>	\$1695	
<i>Site Plan Control</i>		
• <i>Single Residential</i>	\$3390	
• <i>Multiple Residential, Commercial, Industrial</i>	\$9040	
<i>Consent</i>		
• <i>Minor</i>	\$1186.50	
• <i>Major</i>	\$2245.88	
<i>Minor Variance</i>		
• <i>Minor</i>	\$678	
• <i>Major</i>	\$2034	
<i>Plan of Subdivision/Condominium (with no previous site plan circulation)</i>	<i>Less than 100 lots</i>	<i>More than 100 lots</i>
• <i>Charges for review to provision of Conditions of Draft Approval <u>only</u> on a new application; involvement subsequent to draft approval is subject to additional fees.</i>	\$4746	\$7684
• <i>Clearance of Conditions for Subdivision Registration (per phase)</i>	\$644.10	\$2599
• <i>Draft Plan Modifications</i> ³ (alterations to site/plan layout)	\$1130	\$1130
• <i>Condominium Draft Plan Extension</i> ⁴ (original conditions about to lapse for draft approval)	\$1130	
• <i>Subdivision Draft Plan Extension</i> ⁴ (original conditions about to lapse for draft approval)	\$2260	
<i>Niagara Escarpment Plan</i>		
• <i>Development Permit (no tech review required)</i>	\$678	
• <i>Development Permit (tech review required)</i>	\$962.76	
• <i>Niagara Escarpment Plan Amendment</i>	\$4543.73	
<i>Aggregate Extraction Applications.</i>	\$10678.50	

<i>Reactivation Fee (all application types) after three (3) years of dormancy.</i>	\$418.10
<i>Resubmission Fee⁵ (hourly).</i>	\$124.30

Interpretation

¹ “**Minor**” - An application where no technical studies are required.

² “**Major**” - Applications where one or more technical study is required.

³ “**Modification**” means alteration to layout, blocks, roads etc.

⁴ “**Extension**” means that approval is about to lapse, and the original conditions of approval need to be revised and updated necessitating a full review.

⁵ A resubmission fee will be charged for every submission after the second submission.

SCHEDULE “A” - NOTES

- A. Reviews are undertaken in accordance with the Conservation Authorities mandate and are directly related to circulation requirements associated with the Ontario Planning Act, Niagara Escarpment Planning and Development Act. Section 21.2 of the Conservation Authorities Act empowers individual Conservation Authorities to charge user fees for such services.
- B. Applicants are encouraged to consult with staff prior to submission of all applications to determine the extent and nature of the information required to accompany the application and to determine the appropriate fee.
- C. Plan review applications that fall into one or more categories will be charged one fee, at the highest rate, when the applications are submitted at the same time.
- D. Fees shall be paid at the time of the filing of an application with the municipality. All fees must be received prior to the release of written comments to an approval authority.
- E. Subdivisions that have several phases will be charged a separate clearance fee at the time of clearing of each phase.
- F. Technical review fees (Schedule C) apply to the review of preliminary studies submitted prior to a formal planning, application. If a formal planning or permit application is received by the NPCA within one (1) year of the review of the preliminary study and the proposal is the same as the preliminary one, the technical review fee will be discounted from the NPCA fee.
- G. Additional fees – NPCA reserves the right to request additional fees should the review require a greater level of effort. Additional fees are required after the second submission for all applicant-initiated revisions and for the review of reports/plans not reflecting changes as requested by the NPCA.

SCHEDULE “B” - PERMIT FEES (effective December 1, 2022)

**Development, Interference with Wetlands and Alterations to Shorelines and Watercourse Regulation 155/06
(Section 28 of the Conservation Authorities Act)**

Description	Fee
Development – Major ¹	\$6780
Development – Minor ²	\$1695
Development – Routine ³	\$678
Interference with Wetlands - Major	\$6780
Interference with Wetlands - Minor	\$1695
Interference with Wetlands - Routine	\$678
Municipal Infrastructure or Utilities - Major Permit	\$3390
Municipal Infrastructure or Utilities - Minor Permit	\$1695
Municipal Infrastructure or Utilities - Routine Permit	\$678
Minor Amendment to Issued Permit	50% permit fee
Request for Permit Extension	\$395.50
Resubmission Fee ⁴ (hourly)	\$124.30
Non-Compliance	3 X Permit fee plus \$169.50
Violation Surcharge	3 X Permit fee plus \$169.50

Interpretation

¹ **“Major”** – An application requiring significant staff involvement typically involving highly complex projects requiring complex technical reviews.

² **“Minor”** – An application with a moderate project size, level of risk, location, and/or other factors resulting in a moderate level of staff involvement.

³ **“Routine”** – An application with a very small project scope, very low level of risk and involves a low level of staff involvement.

⁴ A resubmission fee will be charged for every submission after the second submission.

SCHEDULE "B" - NOTES

- A. Pursuant to the provisions of Ontario Regulation 155/06 and the NPCA's regulation, permission is required, prior to undertaking development in hazardous areas, in or adjacent to wetlands and before straightening, changing, diverting or interfering in any way with the existing channel of a lake, river, creek stream or watercourse or prior to changing or interfering in any way with a wetland.
- B. Fees are approved by the NPCA Board of Directors and apply to application review only; acceptance of an application as complete is not to imply that permission may be granted. Permission will be forthcoming only if the submission addresses statutory requirements and the application is in conformity with approved CA policies in effect at the time an application is made or where allowances are granted by the NPCA Board of Directors. **All fees are payable at the time the application is submitted failing which the application cannot be deemed complete or processed.**
- C. Technical review fees (Schedule C) apply to the review of preliminary studies submitted prior to a formal permit application. In the case of a preliminary study for a Minor Permit, the Minor Permit fee will apply. If a formal permit application is received by the NPCA within one (1) year of the review of the preliminary study and the proposal is the same as the preliminary one, the technical review fee will be discounted from the NPCA fee.
- D. Applicants are encouraged to consult with staff prior to submission of all applications to determine the extent and nature of the information required to accompany the application and to determine the appropriate fee.
- E. Permit applications that fall into one or more categories will be charged one fee, at the highest rate, when the applications are submitted at the same time.
- F. Additional fees – NPCA reserves the right to request additional fees should the review require a greater level of effort. Additional fees are required after the second submission for all applicant-initiated revisions and for the review of reports/plans not reflecting changes as requested by the NPCA.

SCHEDULE “C” – OTHER REVIEW FEES (effective December 1, 2022)

Description	Fee
Environmental Assessment Review	\$2825
Site Visit (Not Part of a Permit or Planning Application)	\$621.50
Technical Study Review (Not Part of a Permit or Planning Application)	\$2260
Municipal Drain Maintenance or Repair (DART)	\$621.50
Municipal Drain - New Construction or Improvement Under Section 78	\$4237.50
Municipal Drain - New Section 4 Engineering Report	\$1582
Solicitor, Real Estate, Appraiser	\$395.50
Building Permit Clearance	\$395.50

SCHEDULE “C” - NOTES

- A. Technical review fees also apply to the review of preliminary studies submitted prior to a formal planning, NPCA permit or municipal building permit application. If a formal planning or permit application is received by the NPCA within one (1) year of the review of the preliminary study and the proposal is the same as the preliminary one, the technical review fee will be discounted from the NPCA fee.
- B. The Building Permit Clearance fee is not collected for new homes in Registered Plans of Subdivision that have been reviewed by the NPCA.
- C. Technical review fees apply to Building Permit Clearance (e.g. where municipal Zoning By-laws include overlay zones for the identification of natural heritage and/or natural hazard features).
- D. Maintenance activities approved through the Drainage Act and Conservation Authorities Act Protocol which are determined by the Conservation Authority to require additional approvals through the permit process and Minor Works as defined in the Drainage Act are subject to the Municipal Drain Maintenance or Repair (DART) fee. Other routine maintenance activities which are determined by the Conservation Authority to not require a permit are not subject to a fee.



ENVIRONMENTAL ADVISORY COMMITTEE MEETING MINUTES

July 17, 2024, 3:00 p.m.

Members Present: Norm Arsenault - Chair, Councillor Gary Burroughs, Councillor Sandra O'Connor, Christine Earl, Paul Jurbala, Kyra Simone

Members Absent: Marco Brunato, William Rapley

Staff Present: Darren MacKenzie - Director of Operations, Aimee Alderman-Manager of Planning, Shannon Mista - Legislative and Committees Coordinator

Others Present: Adam Christie – Niagara Peninsula Conservation Authority

1. CALL TO ORDER

The meeting was called to order by Norm Arsenault, Chair at 3:00 p.m.

2. ADOPTION OF AGENDA

Moved by Councillor Burroughs that the agenda be adopted as presented.

APPROVED

3. CONFLICT OF INTEREST

None were declared.

4. BUSINESS

4.1 NPCA Memorandum of Understanding - Agreement for Services - OPS-23-066

Darren MacKenzie, Director of Operations gave an overview of the report.

The Committee asked clarifying questions and gave feedback on the MOU.

Moved by Councillor O'Connor that the following recommendations be considered by Council;

1.1 That Council endorses the NPCA Memorandum of Understanding – Agreement for Services and operational parameters for the Virgil Reservoirs attached as Appendix 1;

1.2 That the fee schedule be attached to the MOU;

1.3 That the Chief Administrative Officer names be updated on the agreement and;

1.4 That the wording of Appendix 1 *"its members appointed by participating municipalities in accordance with the Act"* be revised to reflect the current situation that Niagara-on-the-Lake has no voice in appointing a member to Niagara Peninsula Conservation Authority.

APPROVED

5. NEXT MEETING DATE

It was discussed that a meeting will be held in September.

6. ADJOURNMENT

Adjournment unanimously took place at 3:44 p.m.

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 2024-0XX**

A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND NIAGARA PENINSULA CONSERVATION AUTHORITY (NPCA)

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the agreement 'Schedule A' dated the 29th day of October, 2024 between The Corporation of the Town of Niagara-on-the-Lake and Niagara Peninsula Conservation Authority (NPCA) is hereby approved; and
2. THAT the agreement attached hereto as 'Schedule A' be deemed a part of this by-law; and
3. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
4. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 29TH DAY OF OCTOBER, 2024.

CAO BRUCE ZVANIGA (INTERIM)

TOWN CLERK GRANT BIVOL



Town of Niagara-on-the-Lake

1593 Four Mile Creek Road
P.O. Box 100, Virgil, ON L0S 1T0
905-468-3266 www.notl.com

REPORT #: CAO-24-044 **COMMITTEE DATE:** 2024-10-22
REPORT TO: COTW-General **DUE IN COUNCIL:** 2024-10-29
SUBJECT: Draft Advisory Committees of Council Policy

1. RECOMMENDATION

It is respectfully recommended that:

- 1.1 Council receive the draft Advisory Committees of Council Policy (“Policy”) as provided in **Appendix I** to this report;
- 1.2 Staff be directed to circulate the proposed Policy to all Advisory Committees and to consult with these Committees for feedback prior to the end of the year, and;
- 1.3 Staff bring back a finalized Policy early in the new year for Council consideration.

2. EXECUTIVE SUMMARY

With a Strategic Plan in place and Council midway through its term, it is appropriate to review the current Committee structure and operating procedures to ensure they continue to serve the needs of Council.

Council policy and procedure on the establishment, administration, and review of Advisory Committees and the Code of Conduct for volunteers who sit on those committees are currently disaggregated among various by-laws, reports, and practices. The proposed Policy codifies guidance related to Advisory Committees in one place.

3. PURPOSE

The purpose of this report is to introduce a proposed Advisory Committees of Council Policy for consultation.

4. BACKGROUND

- During the last term of Council, there were approximately 25 Committees of Council.
- At the beginning of this Council term, a phased approach was recommended to continue and/or establish new Committees of Council to ensure proper alignment with Council’s Strategic Plan and adequate resourcing. A number of Committees and their membership from the previous term of Council were extended. There are currently 11 Advisory Committees of Council (See Appendix 2).
- With a Strategic Plan in place and Council midway through its term, it is appropriate to review the current Committee structure and operating procedures to ensure they continue to serve the needs of Council and that the appropriate staffing resources are

allocated.

- Advisory Committees provide Council with an additional means to receive views and advice from residents on a variety of matters that contribute to the development of policies, programs and initiatives that enhance the quality of life experience in Niagara-on-the-Lake.
- With the exception of the Committee of Adjustment, Advisory Committees are not delegated decision-makers nor have the authority to direct staff. The nature of Advisory Committee recommendations to Council is purely advisory, not advocacy.
 - The Committee of Adjustment is a quasi-judicial committee that is granted the authority by Council to make decisions on minor variance, consent (severance), fence variance and sign variance applications. This Committee also acts as the property standards appeal board.
- Unless legislation provides otherwise, in its sole discretion, Council may create and sunset Advisory Committees. Council appointed community members serve on these committees at the pleasure of Council.
- Council policy and procedure on the establishment, administration, and review of Advisory Committees and the Code of Conduct for volunteers on those committees is currently disaggregated among various by-laws, reports, and common practice.
- The proposed Policy codifies guidance related to Advisory Committees in one comprehensive document.
- Subject to Council direction to advance this initiative, Staff will consult with current Advisory Committees for their advice and comments on the proposed Policy before it is brought back to Council for consideration and approval early in the new year.

5. DISCUSSION / ANALYSIS

It is the legislative mandate of Council to make the final decision on matters that affect the Town. The role of an Advisory Committee is to provide advice and information through recommendations to Council on those matters which relate to their specific mandate. Advisory Committees provide a means to facilitate public input to Council on programs and ideas, and to assist in enhancing the quality of life of the community.

These Committees, both statutory and non-statutory, allow residents from various backgrounds to participate in local government. The Town benefits from community volunteer experience, enthusiasm and civic pride.

The proposed Advisory Committees of Council Policy provides a uniform, principle-based approach to the establishment and operation of Advisory Committees. The Policy applies to all Council-approved Advisory Committees and is intended to address:

- The process for establishing and reviewing Advisory Committees;
- Advisory Committee recruitment, selection, appointment, removal and resignation processes;
- Member and staff duties and conduct;
- Requirements under the Municipal Freedom of Information and Protection of Privacy Act and other appropriate legislation as required;
- Operating procedures;
- Rules of Debate;

- Reporting requirements;
- Media Relations; and
- Member Code of Conduct.

The Policy does not apply to the appointment of Council Members to Advisory Committees as this is governed by a separate process.

6. STRATEGIC PLAN

The content of this report supports the following Strategic Plan initiatives:

Pillar

4. Optimize Organizational Excellence

Priority

4.1 Streamline & Modernize

Action

2.1 c) Efficiencies & Cost Reductions/Avoidances

Pillar

2. Good Governance

Priority

4.3 Culture & Workforce

Action

4.3 a) Culture and Workforce

7. OPTIONS

- 7.1 Option 1: That Staff be directed to amend the provisions of the draft Policy prior to the Policy being circulated to Advisory Committees for comment (**Recommended**)
- 7.2 Option 2: That Staff not proceed with consultation on the draft Policy (*Not Recommended*)

8. FINANCIAL IMPLICATIONS

There are no financial implications arising from this Policy. There are costs associated with striking an advisory committee including advertising for member recruitment and ongoing staff support and administration of the committee. These costs would be considered and approved by Council in separate reports.

9. ENVIRONMENTAL IMPLICATIONS

There are no environmental impacts.

10. COMMUNICATIONS

Subject to the endorsement of the contents of this report, Staff will circulate the draft Policy to Advisory Committees and work with the Chairs of those Committees to facilitate the collection

of feedback. Should Council approve the final Policy in the new year, Staff will create educational materials for current and prospective Advisory Committee volunteers. The Policy would also be publicly posted on the Town's website.

11. CONCLUSION

Council policy and procedure on the establishment, administration, and review of Advisory Committees and the Code of Conduct for volunteers on those committees is disaggregated among various by-laws, reports, and common practice. The proposed Policy codifies guidance related to Advisory Committees in one comprehensive document. The Policy, as drafted, will provide a process improvement through clear, consistent, and transparent terms for all Advisory Committees of Council.

12. PREVIOUS REPORTS

- CS-22-036 – 2022-2026 Council Committees and Boards

13. APPENDICES

- Appendix I – Advisory Committees of Council Policy
- Appendix II – 2022-2026 Advisory and Quasi-Judicial Committees of Council
- Appendix III – 2022-2026 Council Committees
- Appendix IV – 2022-2026 Local Boards and Commissions
- Appendix V – 2022-2026 Council Representation on External Boards

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Draft

**Advisory Committees of
Council Policy**

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1. Introduction

Advisory Committees provide recommendations and advice to Town staff and Council. These bodies play an important part in the corporate decision-making process by providing a means to receive the views and advice from residents on a variety of matters that contribute to the development of policies, programs and initiatives that enhance the Town's quality of life.

These Committees, both statutory and non-statutory, allow local residents from various backgrounds to participate in local government. The Town benefits from community volunteer experience, enthusiasm and civic pride.

Advisory Committees report to Council and the nature of Advisory Committee recommendations to Council is purely advisory, not advocacy.

2. Purpose and Application

The Advisory Committees of Council Policy ("the Policy") provides a principle-based approach to the establishment and operation of Advisory Committees. The Policy applies to all Advisory and Quasi-Judicial Committees (hereby referred to as "Advisory Committee" or "Committee") and is intended to address:

- The process for establishing and reviewing Advisory Committees;
- Advisory Committee recruitment, selection, appointment and resignation processes;
- Member and staff duties and conduct;
- Requirements under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and other appropriate legislation as required;
- Operating procedures;
- Rules of debate;
- Reporting requirements;
- Media relations; and
- Member Code of Conduct.

The Policy does not apply to the appointment of Council Members to Advisory Committees as this is governed by a separate process.

Advisory Committees will be compliant with this Policy, which respects Council's Procedure By-law 5508-23, regarding meeting process. The Procedure By-law may be referenced directly through the Clerk's Department should further clarification on meeting process be required for matters not addressed in the Policy. Changes or clarifications of policy or procedure will be reflected in updates to the Policy, which may be supplemented by guidelines and training materials, as appropriate, by the Clerk.

3. Definitions

"Advisory" means providing an opinion based on fact, knowledge and/or experience.

"Advocacy" means an activity that aims to influence decisions in support of a particular interest.

"Advisory Committee" or "Committee" means a committee appointed by Council to provide advice and expertise on issues of municipal interest and make recommendations to Town Council. For the purposes of this policy, Quasi-Judicial Committees shall also fall under this definition.

"Chair" means the member of a Committee selected by the Committee to act as the Presiding Officer at meetings of a Committee. The "Chair" shall mean the seat of office or authority of the Presiding Officer at Meetings;

"Clerk" means the Clerk or designate of the Corporation of the Town of Niagara-on-the-Lake;

"Council" means all Councillors of the Town's elected representatives, comprised of the Lord Mayor and Councillors, whether present or absent from a Meeting;

"Council Member Appointee" means a Member of Niagara-on-the-Lake Town Council who sits as a voting Member of an Advisory Committee;

"Delegation" means an individual, group of individuals, firm or organization, who has submitted a request for delegation to the Clerk or Recording Secretary within the prescribed timelines to address a Committee in relation to a matter appearing on the agenda or which is within the jurisdiction and mandate of the Committee;

"Majority Vote" means the affirmative vote of a majority of members who are qualified to vote, after a quorum has been declared to be present at a meeting;

"Mandate" means the statement that describes the Committee's purpose or responsibilities and will align with Council's strategic directions;

“Meeting” means any meeting of a Committee where Quorum is present and at which Members discuss or otherwise deal with any matter in any way that materially advances the business or decision-making of the Committee;

“Member” means a Resident Member or Council Member Appointee of the Committee, as context applies;

“Non-Pecuniary Interest” means a private or personal interest that a Member may have that is non-financial in nature and that would be considered by a reasonable person, apprised of all the circumstances, as being likely to influence the Member’s decision in any matter in which the non-pecuniary interest arises, and may include, but is not limited to, an interest that arises from a relationship with a person or entity;

“Point of Order” means a concern about the order in which business is being considered, or about a procedure or procedures being used in the course of a meeting;

“Point of Privilege” means a concern about the health, safety, rights or integrity of the Member, Committee, or anyone present at the Meeting;

“Quorum” means the majority of the Members;

“Resident Member” means a voting Member of a Committee, recruited from the general public, and selected and appointed by Council;

“Special Meeting” means a separate meeting of a Committee held at a time different than a Regular Meeting and which is focused on one or more particular and specific items or subjects; that are in the opinion of the Staff Advisor, time sensitive in nature;

“Staff Advisor” means a Town Staff person from a relevant department assigned to provide advice related to Town policies and procedures to Advisory Committees in a non-voting capacity;

“Standing Committee” means a Standing Committee of the Council of the Corporation of the Town of Niagara-on-the-Lake;

“Terms of Reference” means the document approved by Council that provides a general overview of the Committee, the content of which is prescribed by the Advisory Committee of Council Policy and Procedure;

“Town” means The Corporation of the Town of Niagara-on-the-Lake;

“Two-Thirds Majority Vote” means for the purposes of voting two thirds (2/3) of all members present at the vote and not prohibited by statute from voting;

“Vice-Chair” means the member of a Committee who is appointed by the Committee to act in place of the Chair at a Meeting of a Committee, as the case may be, when the Chair is absent from the Town or absent through illness, or otherwise, or when the office is vacant, and while so acting, the Vice Chair shall and may exercise all of the rights, powers and authorities of the Chair as Presiding Officer of a Committee;

4. Establishment and Review of Advisory Committees

Advisory Committees are established by Council. The creation of a new Advisory Committee will be supported with the following information prepared by the relevant department in consultation with the Clerk:

- Inventory of previous and existing activities related to the issue, including any public consultation initiatives;
- Statutory requirements (if any); and,
- Draft Terms of Reference.

Advisory Committees will seek approval from Council for any change in the Advisory Committee name.

4.1 Terms of Reference

The Terms of Reference for an Advisory Committee will be approved by Council. The Terms of Reference of each Advisory Committee will be reviewed on an ongoing basis in accordance with Section 4.2 by relevant staff to ensure that each Advisory Committee and the Terms of Reference remain relevant and appropriate.

As the Policy addresses a number of areas common to all Advisory Committees, the Terms of Reference only need to address the following:

- a) **Mandate:** A description of the general purpose of the Committee, including areas of responsibility taking into account any statutory requirements.
- b) **Goals and Objectives:** A listing of the goals and objectives of the Committee to be addressed in annual work plans.

- c) Guiding Principles: The principles that will guide the work of the Committee.
- d) Key Success Factors: An explanation of what factors will demonstrate the Committee's success.
- e) Number of Members: The number of Members on the Committee, including the number of each type of membership category if applicable.
- f) Member Qualifications: A list of the recommended qualifications of Members given the Mandate of the Committee.
- g) Frequency of Meetings: How often the Committee will meet, or a set minimum number of Meetings annually. Meeting calendars are adopted by Committees annually at the final Meeting of the previous year.

4.2 Review of Advisory Committees

Generally, within the last two years of a term of Council, Council may request a review of the Policy and/or Advisory Committees in place. If requested, the Clerk, in consultation with the relevant department(s), will provide a report to Council of all Advisory Committees, including but not limited to the following:

- a) A list of all Advisory Committees;
- b) All Terms of Reference documents and most recent work plan submissions;
- c) Recommendations related to the Advisory Committees such as Policy updates, additional training requirements, facilitation needs, size, structure or composition of committees, etc.

5. Membership Administration

The Clerk will be responsible for overseeing the recruitment, selection, and appointment processes for Members whose terms have expired and for vacancies that may arise from time to time.

For end-of-term appointments, the Clerk will prepare a report to Town Council in November of each year that appointments are being made.

For vacancies arising mid-term, the Clerk will prepare reports as needed for consideration by Committee of the Whole for recommendation to Town Council.

5.1 Recruitment, Selection and Appointment

5.1.1. Resident Members

- a) Advertisements for vacancies will include the Mandate of the Committee, the term of office, Member qualifications, application process and contact information.
- b) The Clerk will take measures to encourage the recruitment of individuals who are reflective of the Town's diversity, including outreach and potential partnerships with relevant community organizations.
- c) Applicants must be residents of Niagara-on-the-Lake and be a minimum of 18 years of age unless otherwise determined by Committee membership requirements set out in the Terms of Reference. Town of Niagara-on-the-Lake employees are not eligible to participate on Advisory Committees.
- d) Applicants will be required to complete and submit an application form to the Clerk, which is available from the Clerk's Department or the Town's website.
- e) To encourage the broadest degree of community involvement, no resident should serve concurrently on more than one Advisory Committee through Council appointment
- f) All applications will be reviewed by the Clerk's Department for short-listing purposes to support a diverse and appropriate membership and Council's review of applicants. Short-listing may include telephone, in-person or virtual interviews, questionnaires or drop-in sessions as appropriate. However, Council will receive copies of all applications.
- g) After appointments are made by Council resolution, the Clerk will advise all applicants of Council's decision.
- h) The Staff Advisor, in consultation with the Clerk, will ensure that new Advisory Committee Members are provided with appropriate orientation and training specific to Meeting and Committee protocols.

5.1.2. Restrictions for Former Council Members

Former Council Members who served on Town Council in the immediately preceding term are not eligible for appointment to the Town's quasi-judicial committees or boards.

5.1.3. References from Council Members

The practice of Council Members providing references in support of individuals who have applied for committee appointments shall be governed by the Code of Conduct:

- a) A Council Member shall not provide a reference in support of an applicant for an appointment to a Town agency or corporation, or any other position or office with the Town, unless that Council Member has had an employment or other relevant relationship (such as that of teacher or volunteer group supervisor) with the person requesting the reference;
- b) Even where there is such a relevant relationship, a Council Member shall not provide a reference for any person:
 - who is a relative of the Council Member; or
 - whose only relevant relationship with the Council Member has been as a member of the public service of the Town;
- c) No Council Member participating on the Selection Committee shall act as a reference for a candidate for appointment, and where a participating Council Member would otherwise be eligible to act as a reference, the Council Member shall declare that fact to the appointing authority;
- d) For the purposes of these rules, providing a reference includes both written and verbal references and any other form of intervention on behalf of the person in question. However, it does not extend to sending on (without comment) letters of inquiry about possible appointments or positions with the Town to the relevant hiring authority (or Selection Committee); and
- e) Unless the circumstances clearly indicate otherwise, a Council Member shall:
 - not provide references where the only basis for doing so is to use the influence of their office or to help someone the Council Member knows merely as a constituent, friend or relative; and
 - confine the provision of references to situations where the Council Member has relevant personal experience with the candidate.

5.2 Terms of Office

5.2.1. Resident Members

Resident Members will serve at the pleasure of Council for a four (4) year term and may apply to be considered for reappointment for another four (4) year term to a maximum of eight (8) consecutive years.

Resident Members who have served eight (8) years may reapply after an absence of one (1) year. A Member may request Council consider waiving the one (1) year mandated absence.

Resident Members may only serve on one (1) Advisory Committee at a time.

5.2.2. Chair and Vice-Chair of Advisory Committees

The Chair and Vice-Chair will be appointed to a one (1) year term at the first Meeting of each year by the members of the Committee. The Chair and Vice-Chair may be re-appointed for two (2) consecutive years for a total of three (3) terms.

If the Chair and/or Vice-Chair have reached their term limit for holding office as described above and no other Resident Member Representative wishes to stand for appointment to the office, the Advisory Committee may extend the term limit for the current Chair and/or Vice-Chair for one (1) year for a total of four (4) consecutive terms, provided they are willing stand for reappointment.

5.3 Member Resignation

Members will provide written notice of resignation to the Clerk, who will provide the notice of resignation to Council via the next available Information Package, which is distributed to Council and posted on the Town's website.

As soon as written notice of resignation is received, the Clerk will commence the recruitment and selection process to fill the vacancy left by the resignation.

If, during the term of their appointment, a Member becomes ineligible to

serve on the Advisory Committee based on the membership qualifications stated in the Advisory Committee Terms of Reference and/or this Policy, they are automatically deemed to have resigned as a Member, and the Clerk will notify Council and commence the recruitment process.

5.4 Attendance Management

If a Member is absent from three (3) consecutive, regularly scheduled Meetings without notice, the Clerk, in consultation with the Staff Advisor, will recommend to Council that the Member's seat be declared vacant.

Once Council declares a Community Member's seat vacant, the Clerk will initiate the recruitment and selection process.

6. Duties and Conduct

Advisory Committees work on behalf of Council for the residents of Niagara-on-the-Lake. The Advisory Committee may engage in activities that put Members in direct contact with residents and various organizations. Advisory Committee Members will reflect a professional and courteous manner when interacting with the public, Town staff, Members of Council and each other.

Should a Member of an Advisory Committee exhibit inappropriate conduct, the Advisory Committee or the administration may request that Council rescind the Member's appointment.

6.1. Committee Chair

- a) Preside over all Committee Meetings, ruling on any points of order;
- b) Facilitate the Meeting, following the Policy and respecting Procedure By-law 5508-23;
- c) Participate as an active and voting Member, encouraging active participation by all Committee Members;
- d) Call on the Vice-Chair to take their place in order to move motions or take part in significant debate. Chairs are permitted to ask questions and provide brief comments during discussion;
- e) Undertake any necessary work, including special projects and research between Meetings;
- f) Act as the point of contact with Council and any media relations,

unless otherwise designated by resolution of the Committee;

- g) Recognize that all Members are volunteers and understand the workload limitations of the membership of the Committee; and,
- h) Attend any training offered by the Town.

6.2. Committee Vice-Chair

- a) Assume the duties of the Chair if the Chair is not able to fulfil their position;
- b) Chair the Committee Meeting if the Chair is not present within the first fifteen minutes of the scheduled Meeting start time (provided Quorum is present);
- c) Participate as an active and voting Member, encouraging active participation by all Committee Members;
- d) Undertake any necessary work, including special projects and research between Meetings;
- e) Recognize that all Members are volunteers and understand the workload limitations of the membership of the Committee; and,
- f) Attend any training offered by the Town.

6.3. Members (inclusive of the Chair and Vice-Chair)

- a) Attend all scheduled and special Committee Meetings sending regrets to the Clerk's Department otherwise;
- b) Understand their role and expectations, including relevant Town policies;
- c) Follow the agenda and stay focused on the topic at hand;
- d) Understand and follow the Terms of Reference of the Committee, including its relationship to Council;
- e) Understand and respect the role and expectations of all participants;
- f) Disclose any conflicts of interest with respect to items before the Committee prior to discussion of the item;

- g) If the Chair and Vice-Chair are not present within the first fifteen minutes of a Committee Meeting but Quorum is present, the Members present will appoint another Member as Acting Chair by consensus, who will preside for the duration of the Meeting or until the Chair or Vice-Chair arrives;
- h) Participate as an active and voting Member, asking questions, and seeking clarification through the Chair;
- i) Undertake work necessary to implement the Council-approved work plan, or work as assigned by Council, including reading agendas, doing research, etc. between Meetings;
- j) Develop and maintain a climate where mutual support, trust, respect, courtesy, teamwork, and creativity are valued;
- k) Maintain a high degree of professionalism;
- l) Respect the individual worth and dignity of other Members utilizing the diverse knowledge, expertise and talents of all Members to optimal advantage;
- m) Challenge ideas and not people, creating a climate where it is okay to disagree;
- n) Communicate directly and concisely, listening without interruption, and be open-minded, allowing a variety of opinions to be heard;
- o) Work effectively with the administration to provide excellent service to residents and customers, recognizing the professional obligations of staff as employees of the Town of Niagara-on-the-Lake and not intervening in administrative practices;
- p) Refrain from criticizing individual members of staff in a way that questions their professional competency and credibility;
- q) Respect that decisions of Council are final and accurately communicate the decisions of Council even if they disagree with the decision of the Committee;
- r) Defer to the Chair of the Committee as spokesperson to Committee of the Whole, and Council unless otherwise designated by the Committee by resolution;

- s) Respect that resolutions made will reflect the position of the Committee. Members, acting as individuals or as Members of the Committee, may not provide a delegation or submit correspondence to Standing Committee or Council on a matter that was before a Committee of which they are a Member unless appointed by the Committee to do so;
- t) Respect and protect confidential information;
- u) Attend any training session offered by the Town.

6.4. Staff

Advisory Committees shall not direct staff. Any request, advice or recommendations of an Advisory Committee that require implementation, reports or other action by staff that is outside the normal scope of work as set out in this Policy will be requested by motion to be considered by the appropriate Standing Committee responsible for the matter in question.

Staff have three (3) principal functions related to Advisory Committees: the Clerk role, policy advice role, and support staff role. Where staff have a role, they will follow the direction of their relevant supervisor in undertaking any variation to the responsibilities set out in this Policy.

6.4.1. Clerk, Designate or Recording Secretary

- a) Provide Clerk services to Committees of Council as defined by the Policy;
- b) Call to order the first regular Meeting of an Advisory Committee annually and conduct the appointment process for the Chair and Vice-Chair;
- c) Understand the role of all participants;
- d) Implement attendance management as set out in the Policy;
- e) Coordinate a training/orientation session for Committee Members at the first Meeting of each Committee annually;
- f) Coordinate Chair and Vice-Chair training following appointments annually;
- g) Prepare agendas and relevant materials in cooperation with the Staff Advisor;

- h) Post notice of Committee Meetings and livestream on the Town's website;
- i) Arrange for or set up Meeting areas including audio-visual requirements, attendance by the public and Delegations and ensuring accessibility for anyone who has identified a need;
- j) Determine if Quorum is met;
- k) Offer procedural and process advice to the Chair and Committee Members;
- l) Prepare meeting follow up as required;
- m) Prepare minutes for distribution in the Information Package and circulation as per the Clerks administrative practices; and,
- n) Maintain Advisory Committee minutes, item numbers, reports of the Advisory Committee and correspondence records.

6.4.2. Staff Advisor

- a) Attend the Meetings of the Advisory Committee(s);
- b) Understand the Mandate of the Advisory Committee, including its relationship to Council;
- c) Understand the role and expectations of the Chair, Advisory Committee Members, Council Member Appointees and staff;
- d) Assist the Advisory Committee by offering policy advice in a non-voting capacity on matters before the Advisory Committee;
- e) Remain impartial during discussions of Advisory Committee matters with all Members;
- f) Subject to priority workload demands as determined by management, assist with the implementation of the work plan;
- g) Ensure that any recommendations proposed by the Advisory Committee do not contradict existing Council decisions or the Town's budget, by-laws, policies or procedures.

6.4.3. Support Staff

Support staff will attend Meetings of Advisory Committees as necessary, relevant to their area of expertise to provide information and/or advice. The role of staff is to act as a resource to the Advisory

Committee on a project-by-project basis, not to do the work of the Advisory Committee unless specifically assigned to do so by management.

7. Municipal Freedom of Information and Protection of Privacy

The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) applies to Advisory Committees, and members of the public may request access to Town records under the Act by filing a Freedom of Information request. The Town must follow the process outlined in the Act to release the information which may include disclosure of reports, correspondence or emails sent by Members to staff regarding committee matters.

Members have the same access rights to municipal information as any other resident of the municipality, unless the information relates specifically to a matter before the Advisory Committee. Requests for information should be referred to the appropriate staff to be addressed either as an informal request to access municipal records, or as a formal request under MFIPPA.

Members may receive personal or other confidential information as part of their role on the Advisory Committee. It is expected that this information be protected, including keeping the information physically and electronically secure from unauthorized use.

8. Operating Procedures

8.1. Quorum

Quorum will be a simple majority of the total number of Advisory Committee Members. Non-quorum Meetings will not be permitted.

Quorum for Committee of Adjustment is determined as per Section 44 (5) of *The Planning Act*. Where a committee is composed of three members, two members constitute a quorum, and where a committee is composed of more than three members, three members constitute a quorum.

If there is no Quorum within fifteen minutes of the established start time of a Meeting, the Recording Secretary will record the names of the Members present and the Meeting will adjourn to the next regular Meeting of the Advisory Committee.

8.2. Meeting Scheduling

8.2.1. First Meetings

The first Meeting each year of an Advisory Committee (or the first Meeting of a new Advisory Committee) will be called and chaired by the Recording Secretary until a Chair and Vice-Chair are appointed.

8.2.2. Regular Meetings

Regular Meetings of the Advisory Committee will be established by resolution of the Advisory Committee at the last Meeting of the Advisory Committee each year. All Meetings will be held in the Council Chambers at Town Hall unless taking place electronically and will not conflict with any other Advisory Committee, Committee of the Whole or Council Meetings.

8.2.3. Special Meetings

Special Meetings of the Advisory Committee may be called by the Chair, in consultation with the Clerk/Recording Secretary and the Staff Advisor.

8.2.4. Meeting Cancellation/Postponement

A Meeting may be cancelled or postponed by the Clerk/Recording Secretary in consultation with the Staff Advisor where Quorum cannot be achieved, when a Meeting is no longer required or in the event of an emergency.

Notice of a Meeting cancellation or postponement will be given by the Clerk/Recording Secretary as soon as possible by providing notice to Members electronically, by posting a notice on the Town's website and by posting a notice at the entrance to the Town Hall. In the event of an emergency, such as extreme weather, a cancellation notice will be provided as soon as possible in a manner deemed appropriate by the Clerk.

8.3. Notice of Meetings

Public notice of all regular and Special Meetings of Advisory Committees will be provided by posting the agenda or Special Meeting notice to the Town's website.

Agendas and Meeting notices must include the date, time, location and purpose of the Meeting. Meeting notices will be posted no less than 24

hours prior to the start of the Meeting.

8.4. Open and Closed Meetings

All Meetings of Advisory Committees will be open to the public, and streamed live and archived on the Town's website.

Very specific, limited provisions exist within the Municipal Act for closed Meetings. The Committee Chairs and Staff Advisors should consult with the Clerk prior to meeting in a closed session.

If, after consultation with the Clerk it is determined that the Advisory Committee has a legal, valid reason to hold a Meeting or portion of a Meeting in closed session, Advisory Committees will follow procedures set out in the Closed Meetings section of Procedure By-law 5508-23.

Where a matter has been discussed in closed session and where the matter remains confidential, Members must not disclose the content of the matter discussed or the substance of the discussions.

8.5. Order of Business for Regular Meetings

The business of each Meeting will be taken up in the order in which it stands on the agenda unless otherwise decided by the Advisory Committee, subject to a two-thirds majority vote. The following order of business will apply to all regular *Advisory Committee Meeting agendas:

1. Call to Order
2. Adoption of Agenda
3. Conflict of Interest
4. Previous Minutes
5. Presentations
6. Announcements
7. Correspondence
8. Business
9. Next Meeting Date
10. Adjournment

*The agenda for Committee of Adjustment and other Quasi-Judicial Committees may deviate from the above as determined by the Recording Secretary or Staff Advisor in order to best suit the mandate of the Committee.

8.5.1. Additional Agenda Items

An additional agenda item received after the agenda is published that, in the Recording Secretary/Clerk's determination relates directly to a matter on the agenda, may be added to the agenda with a Majority Vote and disposed of in the relevant agenda heading following the items listed on the published agenda.

An additional agenda item received after the agenda is published that does not relate to an item on the agenda but is, in the Recording Secretary/Clerk's determination in consultation with the Staff Advisor is time sensitive, may be added to the agenda with a two-thirds majority vote and disposed of in the relevant agenda heading following the items listed on the published agenda.

8.5.2. Declarations of Pecuniary Interest

A Member must declare any direct or indirect pecuniary interest that they may have on any matter before the Committee at the beginning of the Meeting. If the Member misses making the declaration at the beginning of the Meeting, the declaration should be made when the matter comes up for discussion. The Member must state the matter to which they have a conflict and the reason why.

The Recording Secretary will record declarations of pecuniary interest made by a Member in the minutes, noting the matter and general nature of the pecuniary interest.

A Member who has made a declaration of interest on an item may not participate in debate, discussion or voting on the item.

8.5.3. Presentations

Presentations will not exceed ten (10) minutes and will be limited to presentations by Town staff, consultants retained by the Town or others as may be invited by the Staff Advisor. An Advisory Committee may, by resolution, invite specific persons, experts, organizations or groups to make a presentation on any matter

within its Council-approved work plan.

Whenever possible, a visual representation of presentations will be provided, in particular those referencing mapping, diagrams or site designs. Such material will be submitted to the Recording Secretary two (2) business days prior to the Meeting in order to be provided to Members.

Members of the Advisory Committee may ask questions related to presentations but should not engage in debate with presenters.

8.5.4. Delegations

Where permitted, all delegations to Advisory Committees are subject to the rules and procedures outlined in the Town's Delegation Policy and the Terms of Reference for each Committee.

Members of the Advisory Committee may ask questions of Delegations but should not engage in debate with Delegations.

8.5.5. Referrals from Town Council and/or Committee of the Whole

Town Council or Committee of the Whole may refer a matter to an Advisory Committee for review or comment. The Advisory Committee will report back to Committee of the Whole or Council on any matter referred to them.

8.5.6. Correspondence

Subject to the rules related to Correspondence as set out in each Committee's Terms of Reference, a person is welcome to submit correspondence to an Advisory Committee about any matter within its mandate. Staff may prepare recommendations related to correspondence for the Advisory Committee's consideration.

8.6. Order of Business for Special Meetings

The order of business for Special Meetings will be determined by the Recording Secretary/Clerk in consultation with the Staff Advisor and will be dependent on the matters to be considered at the Meeting.

9. Rules of Debate

- a) Decisions of Committees will be by resolution. Unless otherwise required by the Policy or Procedure By-law, a simple Majority Vote of the Committee Members present will be followed.
- b) The Chair will preside over the conduct of the Meeting, including the preservation of good order and decorum, ruling on Points of Order and deciding all questions relating to the orderly procedure of the Meetings, subject to an appeal by any Member to the Committee from any ruling of the Chair.
- c) If the Chair desires to leave the Chair for the purpose of taking part in the debate or to move a motion, they will call on the Vice-Chair to fill his/her place until they resume the Chair.
- d) Before debate begins on any item, a Motion will be presented for discussion.
- e) Every Member, before speaking to any motion, will be recognized by the Chair.
- f) When two or more Members wish to speak, the Chair will name the Member who, in their opinion, first raised their hand.
- g) A Member will not:
 - Speak disrespectfully to or about another Member, member of staff, or Member of Council;
 - Use offensive words or unparliamentary language during Meetings;
 - Disobey the procedures of the Committee, or decision of the Chair or the Committee on questions of order or practice or upon the interpretation of the Policy;
 - Leave his/her seat or make any noise or disturbance while a vote is being taken and until the result is declared; or
 - Interrupt a Member while speaking except to raise a Point of Order.
- h) If any Member persists in a breach of the rules after having been called to order by the Chair, they may be ordered by the Chair to leave their seat for that Meeting. If the offender makes an apology, they may, by vote of the Committee, be permitted to resume their seat.
- i) When a Member wishes to raise a Point of Personal Privilege, they may

do so at any time, and the Point will take precedence over other matters.

- j) When a Member desires to call attention to a violation of the rules of procedure, they will ask the Chair to be permitted to raise a Point of Order. Once permission is granted:
- The Member will state the Point of Order with an explanation and resume their seat until the Chair has decided on the Point of Order.
 - Unless a Member immediately appeals to the Committee, the decision of the Chair will be final.
 - If the decision is appealed, the Committee will decide the question without debate, and its decision will be final.
- k) When the Chair calls a Member to order, they will immediately sit down and cease discussion until the Point of Order is dealt with, and they will not speak again without permission of the Chair unless to appeal the ruling of the Chair.

10. Motions

The following rules will apply to motions made at Advisory Committees:

- a) Every motion at an Advisory Committee Meeting requires a mover and seconder.
- b) All motions other than those solely related to procedural matters must be in writing.
- c) After a motion is accepted by the Chair, it is deemed to be in possession of the Committee but may be withdrawn at any time before decision or amendment with a vote of the Committee. The motion to withdraw is not amendable or debatable.
- d) There is no limit to the number of times a Member may speak to a motion.
- e) A Member may ask questions to another Member or to staff at any time during the discussion, but the question must relate directly to the matter under discussion.
- f) A motion to call the vote will not be allowed.
- g) Any Member may require the motion under discussion to be read at any

time during the debate but may not interrupt another Member who is speaking.

- h) When a motion is under consideration, no motion will be received other than a motion to:
- Adjourn, which is always in order except when another Member has a position on the floor or a vote has been called or is in the process of being taken. A motion to adjourn is neither amendable nor debatable;
 - Recess, which will specify the length of time of the recess and is debatable only as to the length or timing of the recess and amendable only as to the duration;
 - Table, which motion is not debatable;
 - Defer action, which will postpone all discussion on a matter until a future date and time as set out in the motion. A motion to defer is only debatable as to the advisability of postponement and amendable as to the date and time to which the matter is to be deferred;
 - Refer, which directs the matter under discussion to another body for further examination or review. A motion to refer is debatable as to the timing and instructions of the referral and can be amended as to whom it is being referred and the timing and instructions for reporting back; or
 - Amend the motion.
- i) Only one amendment at a time can be presented to the main motion and cannot directly contradict or negate the effect of the main motion. Only one sub-amendment can be presented to an amendment, but when the sub-amendment to the amendment has been disposed of, another may be introduced, and when an amendment has been decided, another may be introduced.
- j) A sub-amendment to an amendment, if any, will be voted on first, then if no other sub-amendment is presented, the amendment will be voted on next, then if no other amendment is introduced, the main motion (as may be amended), will be put to a vote.
- k) Nothing in this section prevents other proposed amendments from being

read for the information of the Members.

- l) After any matter has been decided by the Committee and prior to reporting to the appropriate Standing Committee, any Member may move for a reconsideration. No discussion of the motion that has been decided will be allowed until the motion for reconsideration has carried on a Two-Thirds Majority Vote, and no matter will be reconsidered more than once in the same calendar year. Advisory Committees cannot reconsider any existing decision of the Committee of the Whole or Council.
- m) All motions not disposed of will be placed on the agenda for the next regular Meeting unless otherwise decided by the Committee.

11. Voting

- a) Recorded votes will not be permitted at Advisory Committee meetings.
- b) When the motion under consideration contains two or more distinct parts, any Member may request the division to vote on each part separately.
- c) After the Chair begins to take a vote, no Member will speak to or present another motion until the vote has been taken on the motion, amendment or sub-amendment.
- d) If a Member does not disclose a pecuniary interest and does not vote on a matter, the Member will be deemed as having voted in the negative.
- e) Any motion on which there is a tie vote will be deemed to be defeated.
- f) Special guests, volunteers, organizational representatives and Town staff do not constitute committee Members and are unable to vote.

12. Minutes and Reporting

12.1. Minutes

Minutes will record who was in attendance (including noting the time Members leave early or arrive late), where the Meeting took place, when the Meeting started and adjourned, who chaired the Meeting, any persons that appeared and addressed the Advisory Committee and actions taken or recommendations for each item on the agenda. Minutes will be taken by the Recording Secretary without note or comment and will not include questions from Members or discussion on any matter.

Meeting minutes will be the official record of a Meeting, documenting the decisions of the Committee. Minutes do not require Advisory Committee

approval but will be provided to Advisory Committee Members and the public by posting to the Town's website for information. All Advisory Committee Meeting minutes will be provided to Council in the Information Packages.

12.2. Reports to Standing Committee

After each Meeting, the Clerk will prepare a Report to Council, including any item that requires Council approval such as:

- Advice to Town Council as related to the Mandate of the Advisory Committee;
- Directions to staff;
- Advice, recommendations or suggestions the Advisory Committee wishes to provide to bodies other than Town Council, as related to the Mandate of the Advisory Committee; or
- Matters that have been referred by Town Council or a Standing Committee to the Advisory Committee.

Council may approve, amend, refer or propose other resolutions, as Council sees appropriate. Once an Advisory Committee recommendation has been reported to Council, an Advisory Committee will not reconsider, recommend or advise on the matter, unless directed by Council.

12.3. Annual Reporting Requirements

Within the first quarter of each year, Advisory Committees will submit to Council a summary of the previous year's accomplishments. This report will be distributed to Council via the Information Package.

13. Committee Finances

13.1 Fundraising Activities

Advisory Committees will not undertake any fundraising activities, including event or program sponsorship, without prior approval from Council. All fundraising activities will be on a project-by-project basis, clearly identified in the Advisory Committee work plan with financial oversight by the Town.

13.2 Member Remuneration

With the exception of Committee of Adjustment, Municipal Heritage Committee, and Urban Design Committee, Members of Advisory Committees are volunteers and serve without remuneration. Any expenses submitted without the Advisory Committee's prior approval will not be reimbursed.

14. Media and Communications

The actions and recommendations of Advisory Committees are subject to the policies and administrative practices of the Town, including provisions pertaining to the use of the corporate logo(s), letterhead, website, information pamphlets, media advertisements and the like.

14.1 Social Media

Advisory Committees are not authorized to launch independent social media accounts. However, they may submit messaging related to their Advisory Committee and its mandate to the Staff Advisor, who will act as a liaison. The content will be forwarded to the Town's Communications team, and posting will be at the discretion of the Communications Manager.

14.2 Media Materials and Media Events

All corporate media materials and media events related to the respective Advisory Committee must be approved by the Staff Advisor. Advisory Committee Members shall not speak to the media on Town of Niagara-on-the-Lake matters unless authorized by the Advisory Committee and the Town's Communications Manager.

The Town's Communications team is available to assist in positively communicating the accomplishments of Advisory Committees through official Town channels.

Advisory Committee Members who communicate in any public forum (e.g., interviews, editorials, regular columns, or blog posts) when not in their official capacity as spokespersons for corporate media advisories and releases and where they are identified as a Member of a recognized Advisory Committee of the Town of Niagara-on-the-Lake, must provide the following disclaimer: "The opinions reflected by the Member are their own personal comments and are not endorsed nor representative of the Advisory Committee, the Town of Niagara-on-the-Lake, or Niagara-on-the-Lake Town Council

15. Code of Conduct

Advisory Committees are expected to maintain principles of good conduct and ethics reasonably expected from individuals appointed by the Council of the Town of Niagara-on-the-Lake to ensure all municipal affairs are conducted with professionalism and integrity.

Every Member will observe and comply with all provisions of this Policy, as well as all applicable legislation and other policies or procedures adopted or established by Council.

Advisory Committee positions will not be used for personal gain. Without limitation, no Member will use their appointed position to influence, or attempt to influence, the decision of any other person for the Member's private advantage or that of a Member's family member.

15.1 Conduct at Meetings

Every Member will conduct themselves properly and in a civil manner at Council, Standing Committee or Advisory Committee Meetings and in accordance with the provisions of the Town's Procedure By-Law, this Policy and other applicable policies or laws.

15.2 Conduct Respecting Others

Every Member has the duty and responsibility to treat Council, the public, one another and staff appropriately and without abuse, bullying or intimidation and to ensure that the municipal work environment is free from discrimination and harassment.

The Human Rights Code and the Occupational Health and Safety Act recognize the right to freedom from harassment. Under the Human Rights Code and the Town's Harassment and Violence in the Workplace Policy, all persons are to be treated with dignity and respect in the workplace in an environment free of abuse, discrimination and personal and/or sexual harassment.

Harassment, whether it occurs inside or outside the workplace but is related to the work environment is considered to be harassment and is inappropriate behaviour for the purpose of this Policy.

Any complaints of abuse, bullying, intimidation or harassment will be investigated in accordance with the procedures set out in the Town's Harassment and Discrimination, and Workplace Violence Policies.

15.3 Conduct Respecting Staff

Under the direction of the Chief Administrative Officer and Corporate Leadership Team, and in accordance with the decisions of Council, municipal employees are required to serve the municipal corporation as a whole.

All members will be respectful of the role of Staff in providing advice based on political neutrality and objectivity without undue influence from any member. Accordingly, no Member will question the professional or ethical reputation of any employee. Every Member will show respect for staff and for their professional capacities and responsibilities.

No Member will ask any employee to engage in partisan political activities or subject any employee to threat or discrimination for refusing to engage in such activity.

No Member will use or attempt to further his or her authority or influence by intimidating, threatening, coercing, commanding or influencing improperly any employee or interfering with that person's duties, including the duty to disclose improper activity.

15.4 Advisory Committee / Staff Working Relationships

Members are appointed by Council to provide advice to Council. Employees are ultimately accountable to the Chief Administrative Officer and are responsible for implementing the decisions of Council and ensuring the efficient and effective operation of municipal services. Members and employees will work cooperatively based on shared values of honesty, trust, mutual respect, and leadership for continuous improvement.

Members are encouraged to contact employees to answer questions, identify concerns or request services that are normally available to any Niagara-on-the-Lake resident.

15.5 Gifts and Benefits

A gift or benefit will not be accepted if it was intended to influence or could reasonably be perceived that it might influence or was intended to influence, the Member in the performance of their duties as a Member or that the gift or benefit was intended or could reasonably be perceived as intended as a reward for any action or impending action by the Member.

Notwithstanding this section, Members may accept the following:

- Food and beverages at banquets, receptions, ceremonies or similar events to which they have been invited as a Member;
- A gift such as a souvenir, memento or commemorative item that is given in recognition of service, for speaking at an event, or representing the Town at an event;
- Compensation authorized by Council or law.

15.6 Municipal Resources / Uses of Town Property

Members will only use Town property for activities associated with their duties as a Member, unless otherwise approved. In the event a Member is nominated for a position governed by the Municipal Elections Act, 1996 (MEA), the Member will comply with the MEA and procedures developed and approved by the Clerk and/or Council for the use of corporate resources for election purposes.

15.7 Compliance

All Members will be aware of and comply with this Policy. Members are accountable to Council and, in addition to any other consequence imposed by law. Members found to have breached this Policy may be subject to discipline or corrective action up to and including removal from the Committee to which they have been appointed.

Any individual, including members of the public, Town employees and Members who have reasonable grounds to believe that a Member has breached a provision of the Policy, may proceed with a complaint.

Complaints must be submitted within six (6) weeks of the matter becoming known to the individual and no more than six (6) months after the alleged violation occurs. The Clerk will be responsible for ensuring compliance with these deadlines and will take no action on a Complaint received beyond these deadlines.

15.8 Complaint Procedure - Informal

Any individual who has identified or witnessed behaviour or activity by a Member that appears to be in contravention of the Policy may address their concerns in the following manner:

- Advise the Member that their behaviour or activity appears to

contravene the Policy;

- Encourage the Member to stop the prohibited behaviour or activity;
- If applicable, confirm to the Member your satisfaction or dissatisfaction with the response received to the concern identified;
- Keep a written record of the incidents, including dates, times, location, other persons present and any other relevant information, including steps taken to resolve the matter. If the individual is not satisfied with the response received through the informal process, they may submit a formal Complaint to the Clerk as outlined in the following section.

If an informal complaint is reported to the Clerk's Department, the Member that appears to be in contravention will be contacted for a meeting by the Clerk's Department and appropriate staff, including the relevant department head and Chief Administrative Officer, to encourage the Member to stop the prohibited behaviour or activity and discuss additional training or education to be offered, if required, related to the complaint. Following the meeting, the Member will be provided with written documentation of the meeting, including the agreed-upon course of action and any identified future steps.

15.9 Complaint Procedure – Formal

Any individual who believes that a Member has contravened the Policy may make a request (the "Complaint") that the matter be formally reviewed.

Every Complaint will:

- a) be in writing;
- b) set out the grounds for the belief and the contravention alleged;
- c) be signed by an identifiable individual or authorized signing officer of an organization (note: the identity of the complainant will not be maintained in confidence);
- d) include the original or copy of any supporting documentation or other supporting material available to the complainant; and
- e) include the name and contact information of the complainant and any witnesses.

Upon receipt of a complaint, the Clerk will present the Complaint to Council in a closed Meeting of Council. Council, in its sole discretion, may determine that:

- there has been no contravention of the Policy;
- the Complaint is frivolous, vexatious or not made in good faith, or that there are insufficient grounds for an investigation;
- a contravention occurred, although the Member took all reasonable measures to prevent it;
- a contravention occurred that was trivial or committed through inadvertence or an error of judgement made in good faith; or,
- the Member has contravened the Policy, and as such direct corrective actions outlined in this Policy.

15.9.1 Criminal Matter

If the Complaint is an allegation of a criminal nature consistent with the Criminal Code of Canada, the Complainant will be advised that pursuit of such an allegation must be made through the appropriate Police Service.

15.9.2 Municipal Conflict of Interest

If the Complaint is an allegation with respect to matters under the Municipal Conflict of Interest Act, the Complainant will be advised to review the matter with their own legal counsel.

15.9.3 MFIPPA

If the Complaint is more appropriately addressed under the Municipal Freedom of Information and Protection of Privacy Act, the matter will be referred to the Office of the Clerk for review under that Act.

15.9.4 Matter Already Pending

If the Complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a court proceeding, Human Rights complaint or similar

process, the Clerk may, in his/her sole discretion, suspend any further action pending the result of the other process.

15.9.5 Other

If the matter is covered by other policies or legislation, the Complainant will be advised and directed to proceed in a manner as considered appropriate by the Clerk.

15.10 Records and Review

The Clerk will maintain a comprehensive record of all complaints submitted with respect to the Policy and the details and decisions associated with each complaint. In making any judgement or decision with respect to a complaint, the comprehensive record of complaints and decisions rendered will be consulted with a view to maintaining consistency.

15.11 Reprisals and Obstruction

Members will respect the integrity of the Policy and investigations conducted under it. Any reprisal or threat of reprisal against a complainant or anyone for providing relevant information to the Clerk is prohibited. It is also a violation of this Policy to obstruct the Clerk carrying out of his/her responsibilities.

Appendix II
2022 – 2026 Advisory Committees of Council

Committee	Committee Membership	# of Meetings
Heritage Trail Committee	Councillor Cheropita*, Tony Chisholm, Dick Coyne, Rick Meleon, Cheryl Morris, Fred Sentineal	15
Irrigation Committee	Deputy Lord Mayor Wiens, Kevin Buis, Rob Enns, Michael Kauzlaric, George Lepp, Kurt Neumann, Aaron Oppenlaender	15
Municipal Accommodation Tax Committee	Councillor Balasiuk*, Councillor O'Connor, John Foreman, Paul MacIntyre, Andrew Niven*, Normand Arsenault, Brian Trnkus	4
Municipal Heritage Committee	Councillor Balasiuk*, Councillor Burroughs, Drew Chapman, Amanda Demers, Brian Marshall, John Morley, David Snelgrove*, Rita Trudeau, Alexander Topps	23
Tourism Strategy Committee	Councillor Cheropita*, Councillor Mavridis, Robin Garrett, Vlad Haltgin, Andrew Niven*, Tim Jennings, Mark Torrance, Erica Lepp, Richard Mell	8
Urban Design Committee	Councillor Cheropita*, Chrys Kaloudis, Peter Neame, David Snelgrove*, 3 vacancies	10
Environmental Advisory Committee	Norm Arsenault (Chair), Councillor Gary Burroughs, Councillor Sandra O'Connor, Christine Earl, Paul Jurbala, Kyra Simone, Marco Brunato, William Rapley	1
Short Term Rental Committee	Rob Browning (Chair), Norm Arsenault Councillor Gary Burroughs, David Levesque, Jason Clements, John Buchanan, Rene Brewer	1
Agricultural Committee	Councillor Sandra O'Connor, Councillor Erwin Wiens, John Fedorkow, Kathryn Hoshkiw, George Lepp, Albrecht Seeger, John Thwaites, Chris VandeLaar, Kai Wiens (Chair)	0
Diversity, Equity and Inclusion (DEI) Committee	John Wiens Jamie Knight (Co-Chair), Richard Mell, Niki Walker (Co-Chair), George Webber, Kiera Sangster	0
St. Davids Pool Fundraising Committee	Paul Harber, Joe Typer, Susan Snider, Councillor Adriana Vizzari, Glenn Young, David K. Scott, Taren Koroneos, Jill Barber, Councillor Gary Burroughs, John Wiens	0

2022 – 2026 Quasi-Judicial Committees of Council

Committee	Committee Membership	# of Meetings
Committee of Adjustment	Stephen Bartolini, Paul Johnston, Eric Lehtinen, Margaret Louter, Angelo Miniaci, 2 vacancies	23

**Appendix III
2022-2026 Council Committees**

Committee	Committee Membership	# of Meetings
Committee of the Whole – Planning	Quarterly Rotation (currently Councillor O’Connor)	21
Committee of the Whole - General	Quarterly Rotation (currently Councillor O’Connor)	20
Committee of the Whole – Budget Review	Deputy Lord Mayor Wiens	14
CAO Recruitment Committee	Lord Mayor Zalepa (Chair), Deputy Lord Mayor Wiens, Councillor Mavridis, Councillor O’Connor	7
Discretionary Grant Committee	Councillor Balasiuk, Councillor Mavridis, Councillor Vizzari	2
Selection Committee for Committees of Council	Lord Mayor Zalepa (Chair) Councillor Cheropita, Councillor O’Connor, Councillor Vizzari	3
Audit and Finance Committee	Councillor Cheropita, Councillor O’Connor, Councillor Burroughs	0

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 2024-0XX**

A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND NIAGARA PENINSULA CONSERVATION AUTHORITY (NPCA)

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

- 1. THAT the agreement 'Schedule A' dated the 29th day of October, 2024 between The Corporation of the Town of Niagara-on-the-Lake and Niagara Peninsula Conservation Authority (NPCA) is hereby approved; and
- 2. THAT the agreement attached hereto as 'Schedule A' be deemed a part of this by-law; and
- 3. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
- 4. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 29TH DAY OF OCTOBER, 2024.

CAO BRUCE ZVANIGA (INTERIM)

TOWN CLERK GRANT BIVOL

Appendix V
2022-2026 Council Representation on External Boards

Committee	Committee Chair	# of Meetings
Niagara Parks Commission	Deputy Lord Mayor Wiens	21
Niagara Region Transit Commission	Councillor Mavridis	25
Niagara Region Transportation Public Advisory Committee	Gerry McIlhone	3



Declaration/Statement/Motion to Have November 8 Recognized as World Town Planning Day in [INSERT TOWN OR CITY NAME HERE]

From the parks we enjoy, to the streets we travel, to the places we call home, the discipline known as planning is interwoven within our lives. Every day, planning professionals work in communities like [INSERT TOWN OR CITY NAME HERE], across the country, and around the world to make a positive difference in how we live, work, and play. By leading the design and management of land and resources, planners help to protect our environment, promote health and well-being, preserve cultural heritage, and deliver community features that contribute to better outcomes for all.

On November 8, 2024, the Canadian Institute of Planners will join other planning organizations worldwide to celebrate the 75th annual World Town Planning Day. On this noteworthy day, planners come together with fellow community builders and citizens to celebrate the purpose of this important profession. World Town Planning Day represents an opportunity to reflect on the vast accomplishments of planners and to encourage curiosity and collaboration in solving modern challenges.

This year, World Town Planning Day is dedicated to one of the most pressing topics of our time – the housing crisis. With the theme of “Homes Start with Planning,” the Canadian Institute of Planners, [INSERT PTIA NAME HERE], and the Global Planners Network acknowledge the ever-evolving nature of the housing crisis while celebrating the innovative spirit of the planning profession and its ability to respond with solutions. Driven by the values of equity, inclusivity, and sustainability, planners remain actively engaged in promoting housing affordability and choice in communities like [INSERT TOWN OR CITY NAME HERE] and beyond.

Therefore, in acknowledgement of this historic occasion, I, [NAME OF MAYOR OR CITY/TOWN COUNCILLOR], call on the [INSERT CITY OF/TOWN OF/COUNTY OF] to declare November 8 as World Town Planning Day.

It is more important than ever before to support Registered Professional Planners [Replace with Licensed or Urbaniste as needed] in [INSERT TOWN OR CITY NAME], Canada, and around the world, as they purposefully plan for current and future generations.



PROCLAMATION

**The Corporation of the Town of Niagara-on-the-Lake
Proclaims the Day of December 3, 2024**

“NIAGARAGIVES GIVINGTUESDAY”

WHEREAS GivingTuesday is an annual celebration of generosity and volunteerism which is celebrated and recognized in over 180+ countries across the globe, and;

WHEREAS GivingTuesday falls immediately after Black Friday/Cyber Monday weekend and asks people to give back to the less fortunate after having spent on luxuries during the years' hottest sales, and;

WHEREAS Since 2012, GivingTuesday has raised billions of dollars for charities and nonprofits across Canada, the United States, and the around the world, and;

WHEREAS Since forming in 2021, NiagaraGives and GivingTuesday has inspired more than \$300,000 in charitable donations to local Niagara organizations, and;

WHEREAS GivingTuesday brings together businesses, charities, families, and entire communities to tackle real issues and create a better world for all, and;

WHEREAS The Town of Niagara-on-the-Lake recognizes and celebrates the generous contributions of individuals and organizations and recognizes the increasing need for their services.

THEREFORE Be it resolved that I, Lord Mayor Gary Zalepa, do hereby declare December 3, 2024, as GivingTuesday in The Town of Niagara-on-the-Lake.

Lord Mayor Gary Zalepa