



COMMITTEE OF THE WHOLE - GENERAL

Tuesday, May 13, 2025, 6:00 p.m.

	Pages
1. CALL TO ORDER	
2. ADOPTION OF AGENDA	
3. CONFLICT OF INTEREST	
4. CLOSED SESSION	
Closed meeting under Section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; specifically regarding procurement practices	
5. MEMBERS' ANNOUNCEMENTS	
6. DELEGATIONS	
6.1 Non-Agenda Delegations	
6.1.1 Laurie Harley, NOTL Ambassadors - 2024 Update and Plans for 2025 Season	3
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12. ADJOURNMENT

From: [Town of Niagara-on-the-Lake](#)
To: [Clerks](#)
Subject: Webform submission from: Delegation Request Form
Date: April 2, 2025 8:11:58 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 were expecting it or know that the content is safe. Forward the email to IT to validate.

Submitted on Wed, 04/02/2025 - 20:11

Information

Name

Laurie Harley

Organization Name

NOTL Ambassadors

Address

[REDACTED]

Email Address

[REDACTED]

Telephone Number

[REDACTED]

Presentation

Agenda Delegation

Non Agenda Delegation

Topic

I have spoken on this issue before, and would like to provide specific new information I wish Council to review

The specific new information I wish Council to review is as follows:

We would like to provide Council an update on the activities of the NOTL Ambassadors in 2024 and share our plans for the 2025 season.

The last time a delegation appeared before Council was back in 2021 when the Program was just starting.

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:
Committee of the Whole

Date

Tue, 04/22/2025 - 00:00

Presentation Requirements

Do you have a visual presentation (slideshow or photos) to accompany your delegation?

Yes

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



"Every VisitorEvery EncounterAn Extraordinary Experience"



Agenda



- **Our story**
- **What's new in 2025**

Our story



- **2020 - A Town Council partnership with the Shaw Guild**
- **2021 - Research to build a unique NOTL Ambassador Model**
- **2021 - Start-up funding from Town “My Main Street” grant**
- **2022 - Launch under umbrella of Tourism Niagara-on-the-lake**
- **2024 – On duty Fridays, weekends, holiday Mondays, May to Oct.**

Our story



	2020	2022	2024
Ambassadors	28	44	82
Volunteer Hours	290	1,106	2,410
Visitor Engagements	n/a	9,294	16,277

Voice of the visitors (70+ Countries)

THEY LOVED

- The flowers
- Small town atmosphere (vs Niagara Falls)
- Cleanliness of Town
- Visiting wineries
- The STAYNOTL Map
- Town history & heritage
- Hiking & cycling paths
- Ice cream & gelato
- Variety of things to do
- Walk to the water & US view
- The Ambassadors

THEY COMPLAINED ABOUT THEY ASKED

- Parking Meters
- Parking
- Parking Tickets
- Access to WIFI
- Exchange US currency
- Electric charging stations
- Better cycling paths on main roads
- Signage/Wayfinding
- Need more washrooms
- Where are the washrooms
- How to get to the Lake
- Public transportation & WEGO
- How to spend a couple of hours in NOTL
- Where to get a slice of pizza
- Where to get wine-tasting on Queen St
- What activities for children
- What's on at the Shaw
- Where are dog friendly restaurants
- Where to rent bikes
- Where to buy baby formula
- Where to buy cigars

What's new in 2025



We're growing
2020 – 28
2025 - 100

What's new in the program



Ambassadors turn loving their Town into an Art Form

Toronto Star



- **Enhanced On-boarding**
 - **Mentorship Program**
 - **Handbook**
 - **Skills Inventory**

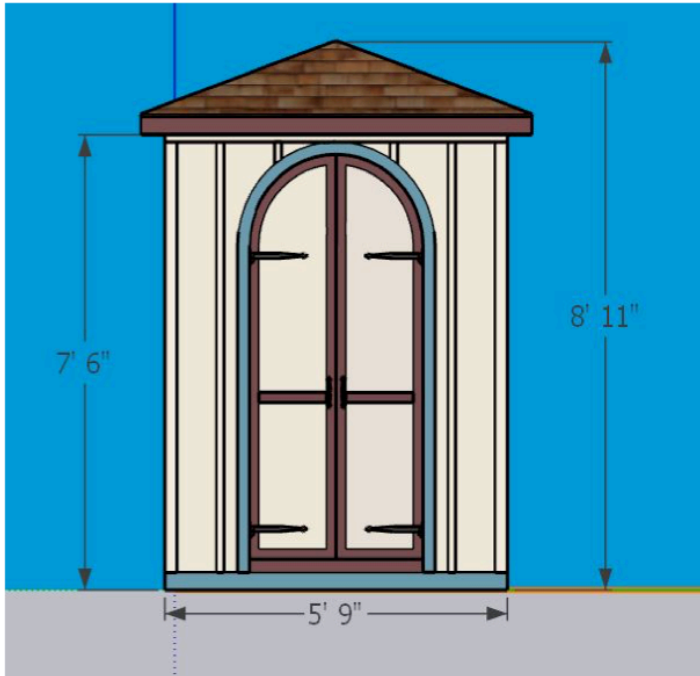
What's new on the street



- **Court House Shifts**
- **New Walking Shifts**
 - 1 pm to 3 pm
- **Post-Shift Report**
- **Language buttons**
- **Seasonal Kiosk**

Ambassador Seasonal Kiosk

A True Community Collaborative Project



- Amazing partners made it happen
 - Town Staff
 - Municipal Heritage Committee
 - Wineries of Niagara on the Lake
 - Tourism NOTL
 - Niagara College
 - Local suppliers

You make our journey possible



**Amazing
VOLUNTEERS**

**Dedicated
Leadership
Team**

**Tourism
Niagara-on-
the-lake**

**Town of
Niagara-on-
the-lake**

Our Partners

Thanks to our Partners!



INNISKILLIN

konzelmann
estate winery



You're invited ...



On May 16

- **Opening of the Court House**
- **Arrival of the Seasonal Kiosk**

**You have an open invitation to
join us for a shift and
experience the Ambassador
role**



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 #: CDS-25-078 **COMMITTEE DATE:** 2025-05-13
DUE IN COUNCIL: 2025-05-27
REPORT TO: COTW-General
SUBJECT: Limiting Distance Agreement with Grey Forest Homes Ltd.

1. RECOMMENDATION

It is respectfully recommended that:

- 1.1 Council **APPROVES** the Limiting Distance Agreement, attached as **Appendix I**, between the Town of Niagara-on-the-Lake and Grey Forest Homes Ltd.

2. EXECUTIVE SUMMARY

- The purpose of this report is to provide a recommendation to Council on a Limiting Distance Agreement between Grey Forest Homes Ltd. and the Town.
- A Limiting Distance Agreement (LDA) is a legal document that allows developers to deviate from the standard building setbacks required by the Ontario Building Code (OBC). It is used when the distance between structures doesn't meet the minimum requirements.
- The agreement, if approved by Council, will restrict any future construction of buildings on Block 44 within a 6.0m setback to the shared property line. Block 44 is the Konik Estates stormwater management pond.
- Staff recommend approval of the agreement.

3. PURPOSE

The Community and Development Services Department is in receipt of a request from Grey Forest Homes Ltd to enter into a Limiting Distance Agreement (LDA), attached as **Appendix I**, as a method of compliance with the Ontario Building Code requirements for spatial separations between buildings. A LDA is a legal document that allows developers to deviate from the standard building setbacks required by the Ontario Building Code (OBC).

4. BACKGROUND

The Community and Development Services Department has received an application for building permit for the property known as 10 Oakley Dr., also known as Part of Township Lot 118 Niagara Being Part 3 Plan 30R16179. The site plan and reference plan are included as **Appendix II**. This property is located directly adjacent to Block 44, which is the storm water management property established as part of the Konik Estates subdivision. The proposed location for the new dwelling at 10 Oakley Dr. will have a 1.2m setback to this property line. The proposed window/glass area exceeds that which the OBC would permit for a 1.2m setback. The OBC does provide, as a compliance option, the implementation of this LDA between the two property owners (one being the Town).

5. DISCUSSION / ANALYSIS

As part of the building code review, Town Staff review the amount of window/glass area in relation to the property line to ensure compliance with OBC requirements for spatial separations. With the proposed setback of the building at 1.2m to the property line, the OBC would allow a maximum glass area of 8%. The glass area restriction is primarily for fire protection to prevent the spread of fire between existing and future buildings. The proposed glass area for the exterior wall along this side is 34.67%. The left side elevation of the proposed dwelling is included as **Appendix III** to this report.

Building staff have provided the applicant/owner of three possible options to gain compliance with the OBC requirements. The first option would be to reduce the glass area significantly to meet the maximum 8% allowance. The second option would be to protect the windows, i.e. fire shutters or sprinkler system. The third option would be to enter into a LDA. Article 9.10.15.2 of the OBC does allow this type of agreement as a compliance method for the spatial separation between buildings. This agreement stipulates that no buildings could be constructed on Block 44 within 6.0m from the shared property line to ensure compliance with the OBC, as well as the safety for the proposed new dwelling and any potential future construction on Block 44.

As noted, Block 44 is the stormwater management facility for the adjacent subdivision. It was transferred to the Town in 2022 through the registration of the subdivision and agreement. The Town assumes the facility and provides ongoing maintenance. There are no development plans for buildings within this facility.

The LDA agreement was prepared by Grey Forest Homes Ltd. and reviewed by Staff. Staff are supportive of the agreement, 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

3.3 a) Infrastructure Investment (Physical & Green)

7. OPTIONS

- 7.1 Option 1: Enter into the Limiting Distance Agreement. (*Recommended*)
- 7.2 Option 2: Reduce the amount of glass area on the South elevation wall to comply with OBC requirements. (Not recommended)
- 7.3 Option3: Provide additional protection for the glass area that exceeds the maximum permitted. (Not recommended)

8. FINANCIAL IMPLICATIONS

All fees incurred in the preparation and registration of this agreement will be paid by Grey Forest Homes Ltd. There would be no financial implications to the Town.

9. ENVIRONMENTAL IMPLICATIONS

N/A

10. COMMUNICATIONS

Notice of Council's decision will be provided to the applicant.

11. CONCLUSION

Community and Development Services staff recommend approval of this LDA to satisfy the OBC requirements for spatial separations between buildings. Staff have no concerns with the increased glass/window area and the setback due to the Town owned adjacent stormwater management facility.

12. PREVIOUS REPORTS

N/A

13. APPENDICES

- Appendix I – 10 Oakley Dr – Limiting Distance Agreement
- Appendix II – 10 Oakley Dr – Lot Grading Certificate and Reference Plan
- Appendix III – 10 Oakley Dr – Left side elevation

Respectfully submitted:

Prepared by:



**Walter Klassen C.B.C.O, C.E.T.
Chief Building Official/Manager of
Building Services**

Recommended by:



**Kirsten McCauley, MCIP, RPP
Director, Community and Development
Services**

Submitted by:



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

Limiting Distance Agreement

THIS AGREEMENT made this __ day of April, 2025.

BETWEEN

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

(hereinafter called the “Owner”)

OF THE FIRST PART

–and–

GREY FOREST HOMES LTD.

(hereinafter called “Adjacent Owner”)

OF THE SECOND PART

WHEREAS the Owner is the registered owner of certain lands containing a stormwater management pond, and more particularly described in Schedule “A” attached hereto (“**Subject Lands**”);

AND WHEREAS the Adjacent Owner is the registered owner of the lands and premises municipally known as 10 Oakley Drive in the Town of Niagara-on-the-Lake and more particularly described in Schedule “A” attached hereto, (“**Adjacent Lands**”);

AND WHEREAS the Owner has agreed not to build along or within six (6) metres of the Subject Lands.

AND WHEREAS this agreement is entered into pursuant to s. 9.10.15.2(4) of the *Building Code*, O. Reg. 332/12.

NOW THEREFORE in consideration of the sum of TWO DOLLARS (\$2.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are true in substance and fact, and form a binding part of this agreement.
2. The Owner herein covenants that, for the benefit of the Adjacent Lands and each and every part thereof, they shall not construct or cause or permit to be constructed a building, addition or other structure along or within six (6) metres of the Subject Lands.
3. The Owner herein covenants that, for the benefit of the Adjacent Lands and each and every part thereof, they shall not construct a building, addition or other structure on their property unless the limiting distance for exposing building faces in respect of the proposed construction is measured in accordance with this Agreement.

4. The Adjacent Owner herein covenants that, for the benefit of the Subject Lands and each and every part thereof, they shall not construct a building, addition or other structure on their property unless the limiting distance for exposing building faces in respect of the proposed construction is measured in accordance with this Agreement.
5. The Owner acknowledges that this agreement alters the limiting distance measurement for any building, addition or other structure on the Subject Lands.
7. This agreement shall not be amended or deleted from title to the Subject Lands or the Adjacent Lands without the written consent of the Owner.
8. This agreement shall be registered against the title to the Subjects Lands and the Adjacent Lands at the sole cost of the Adjacent Owner.
9. Nothing in this agreement shall convey any right, title or interest in the fee simple of either the Adjacent Lands or the Subject Lands, nor is it to be construed in any way as an agreement that conveys any interest in land directly or indirectly.
10. This Agreement may be executed by the Parties in counterparts and may be executed and delivered electronically and all such counterparts shall together constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

IN WITNESS WHEREOF the parties have executed this agreement on the date first above mentioned.

SIGNED, SEALED AND DELIVERED)

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**THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE (Owner)**

Per:

GREY FOREST HOMES LTD. (Adjacent Owner)

Per:



Schedule “A”

Owner’s Lands

Block 44, 30M468; TOWN OF NIAGARA-ON-THE-LAKE

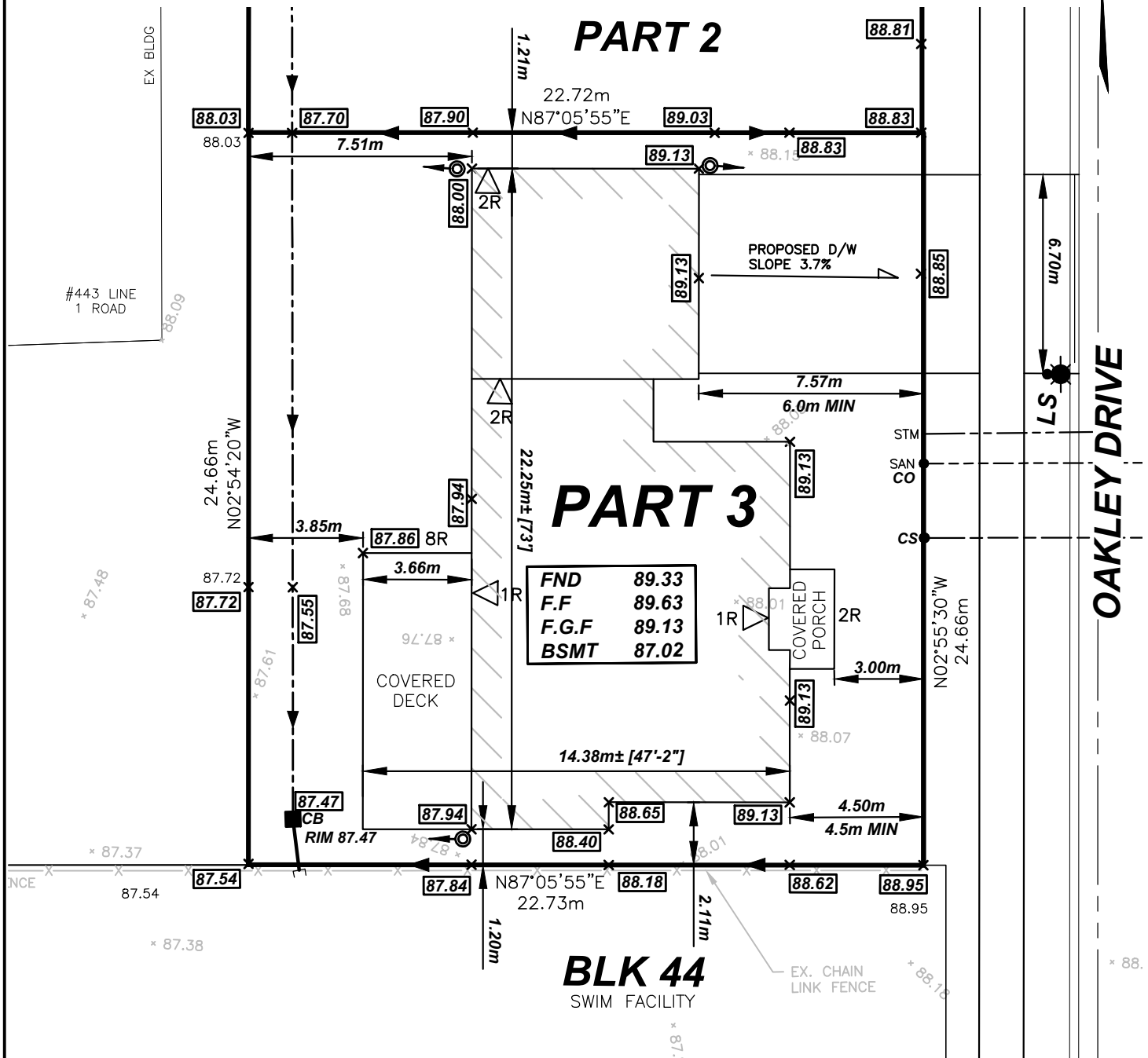
(Being all of PIN 46384-0629 LT))

Adjacent Lands

Part of Township Lot 118 NIAGARA BEING PART 3 PLAN 30R16179

(Being part of PIN 46384-0700 (LT))

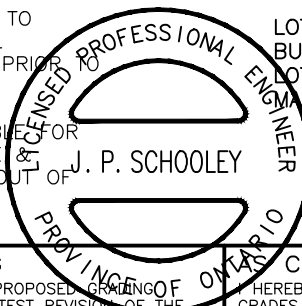
09] ^} a&AQ



NOTE:
THE MAXIMUM HEIGHT OF THE
CONCRETE SHOWING ON THE
FOUNDATION WALL SHALL NOT BE
MORE THAN 12" ABOVE THE FINAL
APPROVED GRADE ELEVATION.

NOTE:
BUILDER AND SURVEYOR TO
VERIFY LOCATION OF ALL
SERVICES AND UTILITIES PRIOR TO
CONSTRUCTION.

SURVEYOR IS RESPONSIBLE FOR
VERIFYING BUILDING SIZE &
LOCATION PRIOR TO LAYOUT OF
BUILDING FOUNDATION



LOT AREA: 560.38m²
BUILDING AREA: 240.51m²
LOT COVERAGE: 42.92%
MAXIMUM: 45.00%

NIAGARA-ON-THE-LAKE
INDIVIDUAL LOT GRADING PLAN
PART 3, 10 OAKLEY DR
REGISTERED PLAN 30R16179

SCALE: 1 : 200m
GRADE PLAN No.:
REVISION No.:
SUBDIVISION: 451 LINE 1 ROAD

GREY FOREST
BUILDER: HOMES PHONE: _____
OWNER: --- PHONE: ---

PROPOSED GRADING

I HEREBY CERTIFY THAT THE PROPOSED GRADING OF
SHOWN CONFORMS TO THE LATEST REVISION OF THE
SUBDIVISION DRAINAGE PLAN FOR THIS SUBDIVISION.

NAME: JASON SCHOOLEY (P.Eng)
FIRM: UPPER CANADA CONSULTANTS
SIGNATURE: *J. Schooley*
DATE: FEBRUARY 11, 2025
ACCEPTED BY TOWN: _____

LEGEND

173.75	DENOTES	PROPOSED ELEVATION
173.75	"	EXISTING GROUND ELEVATION
(173.75)	"	FINISHED ELEVATION
→	"	DRAINAGE DIRECTION
F.F.	"	FINISHED FLOOR ELEVATION
F.G.F.	"	FINISHED GARAGE FLOOR ELEVATION
FND.	"	TOP OF FOUNDATION ELEVATION
B.FTG.	"	BOTTOM OF FOOTING ELEVATION
↻	"	DRAINAGE DIRECTION

CONSTRUCTED GRADING

I HEREBY CERTIFY THAT I HAVE TAKEN THE FINISHED
GRADES SHOWN, AND THAT THE GRADING OF THIS LOT
GENERALLY CONFORMS TO THE LATEST REVISION OF THE
SUBDIVISION DRAINAGE PLAN FOR THIS SUBDIVISION.

NAME: _____
FIRM: _____
SIGNATURE: _____
DATE: _____
ACCEPTED BY TOWN: _____
DATE: _____



**UPPER CANADA
CONSULTANTS**
ENGINEERS / PLANNERS

3-30 Hannover Drive
St. Catharines, ON
L2W 1A3
Phone: (905)688-9400
Fax: (905)688-5274

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)	651 741.27	4 787 524.87
ORP (B)	651 672.41	4 787 324.08
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 212.30 (GROUND), N18°55'35"E

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 0.999874.

ALL SET SSIB AND PB 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.

SCHEDULE				
PART	LOT	TOWNSHIP	PIN	AREA
1	PART OF 118	NIAGARA	ALL OF 46384-0574 (LT)	636.9sq.m
2				560.2sq.m
3				560.4sq.m
4				10.1sq.m

PLAN 30R-16179

Received and deposited

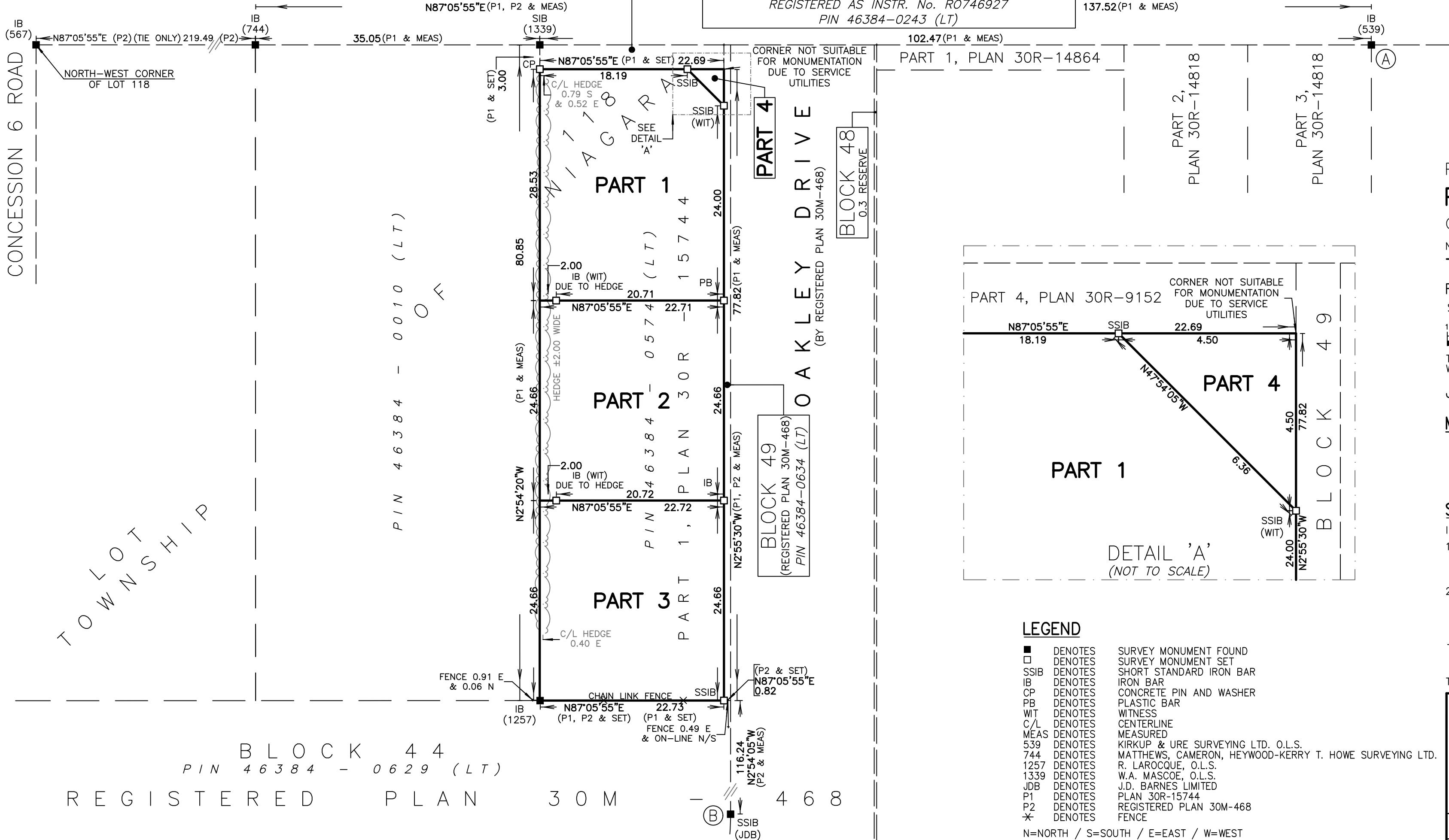
November 3rd, 2023

Jacqueline Giblin

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

(LOCALLY KNOWN AS) **LINE 1 ROAD** (ALSO KNOWN AS) **LAMBERT ROAD**
(ROAD ALLOWANCE BETWEEN LOTS 117 & 118)

PART 4, PLAN 30R-9152
DEDICATED AS PUBLIC HIGHWAY BY BY-LAW No. 3267-98,
REGISTERED AS INSTR. No. R0746927
PIN 46384-0243 (LT)



PLAN OF SURVEY OF
PART OF LOT 118
GEOGRAPHIC TOWNSHIP OF NIAGARA
NOW IN THE
TOWN OF NIAGARA-ON-THE-LAKE
REGIONAL MUNICIPALITY OF NIAGARA
SCALE 1 : 400

THE INTENDED PLOT SIZE OF THIS PLAN IS 610mm IN WIDTH BY 356mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:400

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 OCTOBER 23, 2023.

NOVEMBER 2, 2023.
DATE

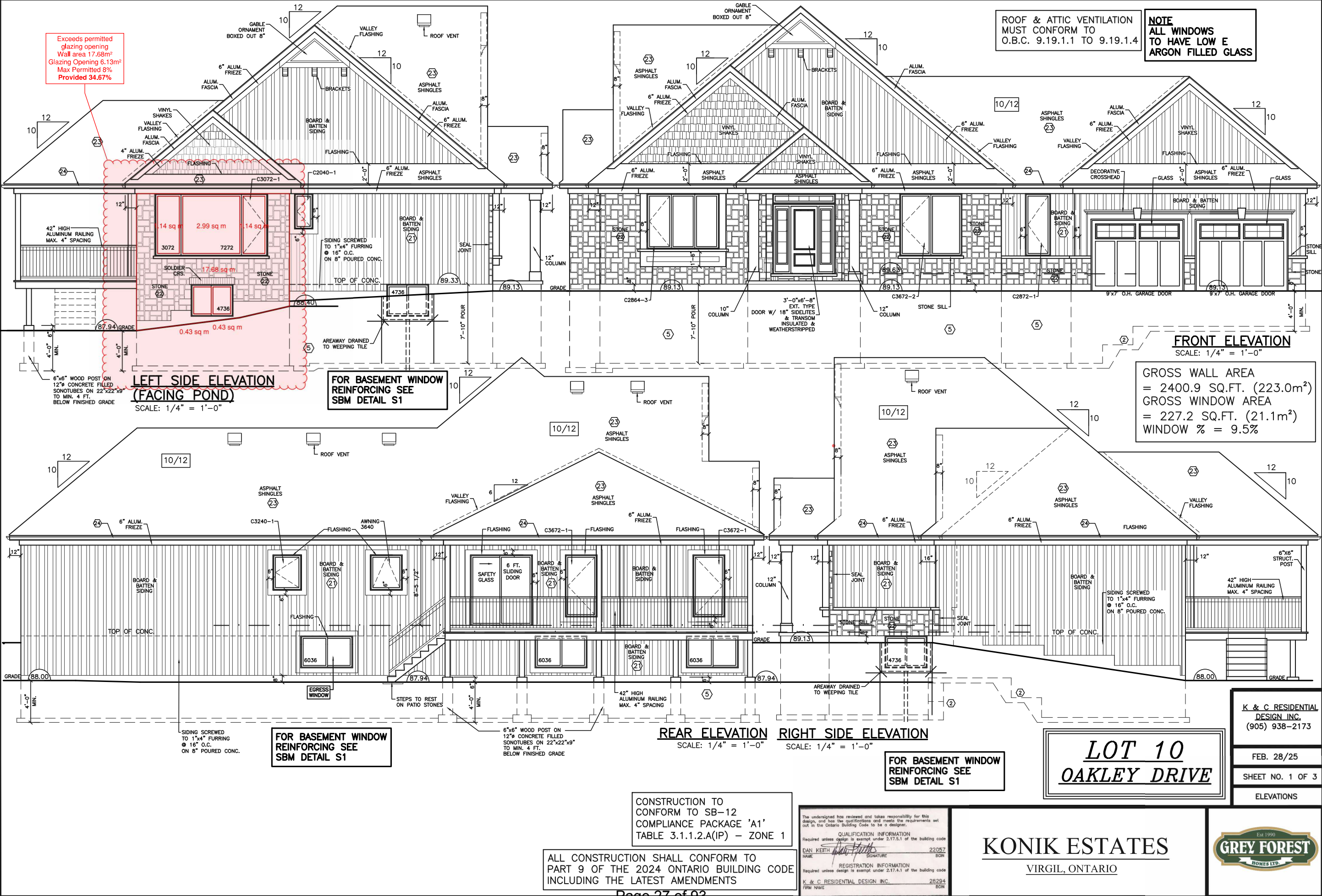
ALLAN J. HEYWOOD
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-57650

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: JN	CHECKED BY: AH	REFERENCE NO.: 15-16-631-02
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FILE: G:\2015\15-16-631\02 - 15-16-631\Drawing\15-16-631-02-ref-1.dwg





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 #: CDS-25-080

COMMITTEE DATE: 2025-05-13

DUE IN COUNCIL: 2025-05-27

REPORT TO: COTW-General

SUBJECT: Bill 5 – Protect Ontario by Unleashing our Economy Act, 2025

1. RECOMMENDATION

It is respectfully recommended that:

- 1.1 Council **RECIEVES** Staff Report CDS-25-080 titled Bill 5 - *Protect Ontario by Unleashing our Economy Act, 2025*; and
- 1.2 Council **DIRECTS** Staff to submit comments on the proposed changes on behalf of the Town, as outlined in this report, with any additional Council input, prior to the May 17, 2025, commenting deadline.

2. EXECUTIVE SUMMARY

- On April 17, 2025, the Province released Bill 5 - *Protect Ontario by Unleashing our Economy Act, 2025*.
- Bill 5 is an omnibus Bill which proposes significant changes to a number of Acts to streamline process related to development approvals. Changes proposed that may have the most impact to the Town include:
 - Significant changes to the species-at-risk requirements and environmental protections;
 - The potential to designate “special economic zones” for geographic areas, “trusted proponents” or projects that would be exempt from provincial legislation and regulations, and from municipal by-laws; and,
 - Streamline the archaeological assessment and artifact protection process for developments where archaeological sites are present, and potentially exempt prescribed projects that advance Provincial priorities.
- The proposal is posted on the Environmental Registry of Ontario for a 30-day consultation period, with public comments accepted until **May 17, 2025**.
- Staff have provided a summary of the changes throughout this report, commentary on Staff’s position, and intend to submit a letter to respond to the respective ERO postings prior to the deadline. Additional comments from Council will also be included in the submission.

3. PURPOSE

The purpose of this report is to provide a summary of the legislative changes proposed through Bill 5. The Bill is currently in second reading (as of May 6, 2025) and ordered to the Standing Committee on the Interior. The Province is seeking feedback on the proposed changes with a commenting deadline of May 17, 2025. Staff have reviewed the proposed legislation in the local context, and comments are summarized throughout this report. Staff welcome feedback from Council for inclusion in the final submission to the Province. Staff intend to submit a letter to the respective ERO posting prior to the end of the commenting deadline.

4. BACKGROUND

Over the last several years, the Province has passed a number of legislative changes to address the housing crisis and support the economy. Bill 5 continues this trend with a broad piece of legislation with amendments across several areas related to Ontario's energy, environmental, heritage, and conservation policies. The Bill proposes amendments to the following Acts:

- Electricity Act, 1998
- Endangered Species Act, 2007
- Environmental Assessment Act
- Environmental Protection Act
- Mining Act
- Ontario Energy Board Act, 1998
- Ontario Heritage Act
- Rebuilding Ontario Place Act, 2023
- Special Economic Zones Act, 2025
- Special Conservation Act, 2025

Bill 5 also contains a variety of amendments to streamline project approval processes. The following discussion/analysis provides a summary of the proposed changes that could affect Niagara-on-the-Lake and Staff commentary on these changes.

5. DISCUSSION / ANALYSIS

A summary of the proposed changes to each of the schedules of the Bill, including Staff commentary and input on those changes that could affect Niagara-on-the-Lake, has been provided below. Staff comments/input, along with any input provided at the Committee of the Whole – General meeting, will be utilized in the submission to the Province.

SCHEDULE 1: Electricity Act, 1998 and SCHEDULE 6: Ontario Energy Board Act, 1998

- Procurement restrictions for electricity and energy: The IESO (Independent Electricity System Operator) and Ontario Power Generation Inc. (OPG) are being given directives related to procurement, especially regarding the origin of goods and services used in electricity-related matters. Similarly, procurement of goods/services by gas companies and distributors is now subject to origin restrictions.
- Legal limitations: Places legal restrictions on certain procurement contracts and extinguishes specific causes of action related to the amendments. The Bill also introduces restrictions on legal action regarding changes made by these amendments.

Staff have no comments on the changes proposed under these schedules; however, note support for procuring Canadian goods and services.

SCHEDULE 2: Endangered Species Act, 2007 and SCHEDULE 10: Species Conservation Act, 2025

- Repeal of the Endangered Species Act: The new Species Conservation Act replaces the Endangered Species Act and establishes a new registry for species conservation activities.
- Stronger conservation measures: The Act introduces stricter protections for endangered species and their habitats, as well as setting up new permit processes for activities that could harm these species.
- Purpose changes: The purpose of the Endangered Species Act is amended, and several definitions, such as "habitat," are updated.

- Ministerial powers: The Minister is granted more flexibility with species listing and regulations, and some of the previous mandatory obligations (such as government response statements) are removed.
- Revisions to permit issuance and enforcement: The Bill proposes changes to the compliance and enforcement powers available to the Ministry of Environment, Conservation and Parks.

Staff note that the changes proposed significantly weaken environmental protections and process in Ontario. The proposed repeal of the Endangered Species Act (ESA) and its replacement with the Species Conservation Act (SCA) represents a fundamental shift away from science-based conservation. The proposed changes impact protections for Ontario's more than 270 species at risk by replacing evidence-based assessments with Cabinet discretion, turning species protection into a political decision rather than a scientific one. The Bill also proposes to dissolve key conservation bodies, such as the Species Conservation Action Agency and the Species at Risk Conservation Fund, which are administered by the Committee on the Status of Species at Risk in Ontario (CASSARO) and support habitat protection and recovery planning.

Staff do not support the update to the definition of "Habitat." The proposed change narrows the definition to exclude essential ecosystems like forests and wetlands, which removes protections vital for species recovery. To support biodiversity and protect ecosystems, the definitions must continue to include these references. Further, eliminating "recovery" as a goal contributes to the continued decline or extinction of at-risk species, rather than assisting with protection.

Regarding permits and enforcement, it is believed that these changes would strengthen enforcement by giving provincial officers clearer inspection and investigation powers and new order powers; however, the amendments could allow for the issuance of certain permits with fewer conditions and less enforcement options (i.e. less stop orders, more mitigation measures).

Finally, Staff note concern with the introduction of a self-serve, online registration system for developers, replacing expert review and potentially enabling immediate habitat destruction without oversight. The updated legislation also proposes to remove "harassment" from the list of prohibited activities. This registration system will create loopholes and exemptions that undermine accountability and weaken enforcement tools essential to sustainable development.

As noted, while it is understood that the Province is seeking ways to support economic growth and prosperity, the changes should not be at the expense of our natural environment, climate, and at-risk species.

SCHEDULE 3: Environmental Assessment Act

- Eagle's Nest mine termination: The Act allows for the termination of a previous environmental agreement related to the Eagle's Nest mine in Northern Ontario.
- Exemption for certain projects: Certain waste disposal site activities in Chatham-Kent

While these changes do not affect the Town, the exemption from full environmental assessment for the Eagle's Nest mine is concerning. This project may have impacts to climate-critical peatlands and Indigenous territory, undermining both Canada's climate commitments and reconciliation efforts.

SCHEDULE 4: Environmental Protection Act

- Fee refund flexibility: The Minister now has the power to refund fees for registrations removed from the Environmental Activity and Sector Registry.

Staff have no comments on these changes.

SCHEDULE 5: Mining Act

- National mineral supply chain: The Act now allows for the suspension or cancellation of mining licenses and/or mining functions where the Minister considers it desirable for the protection of the strategic national mineral supply chain. It gives the Minister power to restrict activities, such as prospector licensing, if necessary for national security.
- Streamlined permitting: A new team can be established to help expedite mining project permits through a singular process and approvals model, and new rules allow for the revocation of mining claims or leases to protect the mineral supply chain.

Staff have no comment on these changes.

SCHEDULE 7: Ontario Heritage Act

- Expanded inspection powers: The Ministry now has broader powers to inspect land for artifacts and archaeological sites, and the Minister can issue orders for assessments of such sites.
- Seizure and protection of artifacts: The legislation gives more power to seize and protect cultural artifacts found through inspections.
- Enforcement and limitations: Provisions are added for the prosecution of offences and the limitation period for prosecution.
- Exemptions: Proposes to grant Cabinet the power to exempt certain property from archaeological and heritage conservation requirements where the exemption could potentially advance specified provincial priorities (as may be prescribed).

Staff support the protection of cultural artifacts and the return of Indigenous artifacts to the communities in which they belong.

Staff note concerns with the proposal for exemption to Archaeological Assessments to advance Provincial priorities, as both the Town and Region have approved Archaeology Management Plans. Niagara-on-the-Lake is rich with archaeological resources from many Indigenous communities to the very early settlers of Upper Canada. Archaeological assessments help us to understand our past. By waiving these requirements, important artifacts could be lost forever. The requirement for archaeological assessments is better suited at the local level. It is noted that the review for process improvements to the *Ontario Heritage Act* is already underway. Town Staff suggest that the Province consult with local municipalities on the updating and streamlining of the process for approvals, rather than providing the opportunity for exemption.

SCHEDULE 8: Rebuilding Ontario Place Act, 2023

- Environmental Bill of Rights exemption: Exempts the Ontario Place Redevelopment Project from some environmental rights and regulations during the approval and revocation processes.

While these changes do not impact the Town, Staff do have concerns about the Province exempting projects from environmental regulations.

SCHEDULE 9: Special Economic Zones Act, 2025

- Creation of Special Economic Zones (SEZs): SEZs would be areas or projects critically or strategically important to Ontario's economy and security. This schedule allows for the creation of SEZs with special rules, including exemptions from existing regulatory requirements. The goal is likely to foster economic development through these zones.
- Legal exemptions and modifications: The Lieutenant Governor can exempt or modify certain laws for designated trusted proponents or projects within these zones.

The proposed Special Economic Zones Act, 2025, would grant Cabinet authority to exempt entire areas or projects from environmental, municipal, and Indigenous rights laws, for select developers or "trusted proponents." The Bill references that the Minister would be authorized to make regulations designating trusted proponents and projects. It is currently unknown what criteria or process will be utilized for this designation; however, it is imperative that local municipalities be consulted on these details should this be advanced.

As noted earlier in the report, these SEZs would also by-pass environmental protections, with the potential to threaten the environment, biodiversity, and ecosystems. Staff has concerns about the impact SEZ's could have on our natural environment, climate, and ecosystems.

6. STRATEGIC PLAN

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

Pillar

2. Good Governance

Priority

2.3 Advocacy & Government Relations

Action

2.3 a) Advocacy Strategies

7. OPTIONS

- 7.1 **Option 1:** Support Staff's review of Bill 5, provide any additional input, and direct Staff to submit comments to the Province on behalf of the Town. **(Recommended)**
- 7.2 **Option 2:** Receive this report only. Staff are not directed to send comments. (Not Recommended)

8. FINANCIAL IMPLICATIONS

This report has no immediate financial implications; however, Staff will work with Finance to understand the long-term financial implications of the provincial changes in policy direction.

9. ENVIRONMENTAL IMPLICATIONS

Any changes related to environmental policies are outlined within the report.

10. COMMUNICATIONS

There is no notification requirement associated with this report. Following the Council's receipt of this report, a media release may be prepared and shared with the public.

11. CONCLUSION

Staff have noted concerns with Bill 5 specifically as it relates to impacts on biodiversity, ecological health, and long-term sustainability. While promoting economic development is critical, doing so by reducing ecological safeguards and accountability undermines the resources upon which sustainable and thriving economies depend.

It is important that growth, development and economic prosperity be grounded in sustainability and accountability. Based on the review in this report, Staff suggest that Province reconsider the changes proposed through Bill 5 as it weakens environmental protections, undermines public consultation and Indigenous rights, and ignores local planning policy.

Over the last several years, the Province has released numerous ERO postings and approved many changes in a short timeframe. As it is currently in second reading, it is anticipated that Bill 5 may follow a similar approval approach and timeline.

Staff will submit comments on the ERO postings, as outlined in this report, before the May 17, 2025, deadline. The comments will also include any additional comments/feedback provided by Council at the May 13, 2025, COTW-General meeting. A copy of the submission letter will be provided to Council via a future Information Package. Staff will continue to monitor the changes and discuss potential implications with municipal partners.

12. PREVIOUS REPORTS

N/A

13. APPENDICES

N/A

Respectfully submitted:

Prepared and Recommended by:



Kirsten McCauley, MCIP, RPP
Director, Community and Development
Services

Submitted by:



Bruce Zvaniga
Chief Administrative Officer (Interim)



Town of Niagara-on-the-Lake

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REPORT #: OPS-25-017

COMMITTEE DATE: 2025-05-13

DUE IN COUNCIL: 2025-05-27

REPORT TO: COTW-General

SUBJECT: Niagara Region Fee Subsidy Program

1. RECOMMENDATION

It is respectfully recommended that:

- 1.1 The Agreement with the Niagara Region for a fee subsidy program for recreational programs within the Town attached as Appendix I be **APPROVED**; and
- 1.2 Council **AUTHORIZE** the Lord Mayor and Town Clerk to execute the Agreement between Niagara Region and the Town of Niagara-on-the-Lake;

2. EXECUTIVE SUMMARY

- The Commissioner of Niagara Region Community Services reached out to the CAO's office regarding the possibility of establishing a fee subsidy agreement for municipally-run childcare camps.
- An agreement between the Niagara Region and the Town would provide eligible low-income families access to the Town's recreation programming at a discounted rate through a regional subsidy.
- Town staff reviewed the Niagara Region Fee Subsidy - Recreation Services Agreement (**Appendix I**), and there is no cost to the Town for providing this service.
- The subsidy of program fees will improve access to our recreational programs by eliminating an entry barrier.

3. PURPOSE

The purpose of this report is to request approval of an Agreement (**Appendix I**) between Niagara Region and the Town of Niagara-on-the-Lake to establish a fee subsidy program for municipally run child care camps.

4. BACKGROUND

In January 2025, Town of Niagara-on-the-Lake Parks & Recreation staff and Niagara Region – Community Services staff met to discuss a fee subsidy program available to clients in the Niagara Region's Child Care Services program. This program could be offered to clients looking to enroll in Town recreation programming; all it requires is an agreement with the Niagara Region.

5. DISCUSSION / ANALYSIS

Staff reviewed the program presented by the Niagara Region. This program would provide clients of the Niagara Region's Child Care Services with discounted or fully subsidized program fees for recreational programs offered by the Town, including Summer Camp, March Break Camp, December Camp, Aquatics, and Registered Programs. This program is only available for youth enrolled in the Niagara Region subsidy program.

Staff would be responsible for reporting specific requirements to the Region, such as attendance, injuries, and serious occurrences.

This program aligns with Council's Strategic Plan through the Diversity, Equity, & Inclusion Lens by removing systemic barriers and fostering community partnerships under the Vibrant & Complete Community Pillar.

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

7. OPTIONS

7.1 Option 1: Council approve the fee subsidy agreement between the Niagara Region and the Town of Niagara-on-the-Lake. **(Recommended)**

7.2 Option 2: Council does not approve the agreement between the Niagara Region and the Town of Niagara-on-the-Lake. *(Not Recommended)*

8. FINANCIAL IMPLICATIONS

There are no direct cost implications to the Town for this program. The Niagara Region bears all the costs associated with this program. This program will provide opportunities to the clients of the Niagara Region's Child Care Services program, resulting in potentially more revenue for Town programs.

9. ENVIRONMENTAL IMPLICATIONS

There are no environmental implications with this report.

10. COMMUNICATIONS

The Town will advise the Niagara Region of the approval of the agreement. Staff will work with the Niagara Region on how they would like the program to be promoted (if applicable).

11. CONCLUSION

Staff recommend that Council approve the Agreement for Fee Subsidy from the Niagara Region and authorize the Lord Mayor and Clerk to sign the agreement and the corresponding By-law (**Appendix II**).

12. PREVIOUS REPORTS

N/A

13. APPENDICES

- Appendix I – Niagara Region Fee Subsidy – Recreation Service Agreement
- Appendix II – 2025-0XX – DRAFT BY-LAW – Niagara Region Fee Subsidy

Respectfully submitted:

Prepared by:



Kevin Turcotte
Manager of Parks & Recreation,
Operations Department

Recommended by:



Darren MacKenzie
Director of Operations (A),
Operations Department

Submitted by:



Bruce Zvaniga
Chief Administrative Officer (Interim)

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT made this day of , 20

B E T W E E N:

THE REGIONAL MUNICIPALITY OF NIAGARA
(herein referred to as "Niagara Region")

-and-

Fill in proper legal name

(herein referred to as the "Agency")

WHEREAS pursuant to the *Child Care and Early Years Act, 2014* and regulations thereunder, Niagara Region has undertaken various responsibilities with respect to the provision of services to children;

AND WHEREAS the Agency operates child care services and is in receipt of funding on an annual basis for a licensed day nursery, if applicable, Special Needs Resourcing, if applicable, Child and Family Programs and Services, if applicable, Recreational Programs, if applicable, General Operating Grants, if applicable and Wage Enhancement, if applicable and has agreed to provide certain services for children subject to the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

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

- (a) "Act" means the *Child Care and Early Years Act, 2014*, as amended from time to time, and includes any successor legislation;
- (b) "Additional Subsidies" means additional monies, including general operating grants and wage enhancement, which Niagara Region may provide at its discretion to the Agency in respect to the provision of Services as described in Schedule "B" hereto but do not include the direct subsidy provided with respect to a Subsidized Child;
- (c) "Agreement" means this Agreement and all schedules attached hereto and all amendments made hereto and thereto by written agreement between the Parties

including but not restricted to annual Appendices described in Schedule “A” hereto ;

- (d) “Applicable Law” means the Act, Regulations and all other present or future applicable laws, statutes, regulations, treaties, judgments and decrees and all present or future applicable published directives, rules, policy statements and orders of any Public Authority and all applicable orders and decrees of courts and arbitrators to the extent, in each case, that the same are legally binding on a Party in the context of this Agreement;
- (e) “Approved Site” means a site operated by the Agency for the provision of Services and which has been approved by Niagara Region for referral of Subsidized Children and “Approved Sites” shall be the plural thereof. Initial Approved Sites are listed in Schedule A hereto;
- (f) “Assessed Parent Fee” means the fee payable to the Agency by the parent(s) or guardian(s) of a Subsidized Child determined in accordance with the Regulations;
- (g) “Director” means the Director of Children’s Services for Niagara Region or designate;
- (h) “Guidelines” mean all applicable guidelines of the Ministry with respect to the provision of day care services;
- (i) “Investigation” means any investigation concerning a Serious Occurrence at the Approved Site or concerning an alleged failure of the Agency to provide the Services in accordance with the terms of this Agreement;
- (j) “Ministry” means the Ministry of Education, Ontario or such other ministry as may from time to time be designated by the Province of Ontario to administer day nurseries in the Province of Ontario;
- (k) “Parties” means all the Parties to this Agreement and “Party” refers to anyone of them;
- (l) “Permitted Cost” means the per diem rate prescribed by Niagara Region in accordance with Schedule “B” hereto with respect to any particular service being provided at an Approved Site operated by the Agency;
- (m) “Policies and Procedures” mean all applicable policies and procedures of Niagara Region with respect to the provision of day care services including but not restricted to the Policies and Procedures set forth in Schedule “C” hereto;
- (n) “Regulations” mean regulations made under the Act from time to time;
- (o) “Serious Occurrence” means:
 - a. the death of a child who receives child care at a home premises or child care centre;
 - b. Abuse, neglect or an allegation of abuse or neglect of a child while receiving child care at a home premises or child care centre
 - c. A life-threatening injury to or a life-threatening illness of a child who receives child care at a home premises or child care centre;
 - d. An incident where a child who is receiving child care at a home premises or child care centre goes missing or is temporarily unsupervised, or;
 - e. An unplanned disruption of the normal operations of a home child care premise or child care centre that poses a risk to the health, safety or well-being of children receiving care at a home child care premises or child care centre.

- (p) Services means those services described in section 2 of the Agreement and to be provided to by the Agency in accordance with and subject to terms of the Agreement;
- (q) “Subsidized Child” means a child on whose behalf Niagara Region has agreed to pay all or part of the cost of services provided by the Agency and “Subsidized Children” mean the plural thereof;

1.2 Schedules

Schedules refers to **Schedules "A", "B" and "C"**, and any work schedules provided by the authorized or designated Region representative and includes all the terms, specifications and standards of the work, including the manner in which it is to be completed.

ARTICLE 2 – PROVISION OF THE SERVICES

2.1 The Services

During the Term of this Agreement, the Agency shall:

- (a) provide the Services, as more particularly described in this Agreement and **Schedule “A”**, attached hereto;
- (b) perform such duties using its best efforts and in accordance with the highest professional standards and employing the skill and competence expected of an Agency providing similar services;
- (c) Provide all such reporting and submit to such Investigations as Niagara Region may require pursuant to the terms of this Agreement;
- (d) promptly comply with all reasonable requests, instructions, directions and rules of Niagara Region;

2.2 Qualifications

The Agency providing Services pursuant to this Agreement shall:

- (a) be familiar with all relevant legislation affecting child care services in Ontario, including but not limited to the Act, the Regulations and all other Applicable Law;
- (b) be familiar with all Policies and Procedures related to the Agency’s responsibilities under this Agreement, copies of which are available on Niagara Region’s external website, and perform all Services and responsibilities under this Agreement in compliance with said Policies and Procedures and in compliance with all Guidelines;
- (c) ensure that each employee or agent of the Agency has provided a criminal reference check, including a vulnerable sector screen, conducted by a police force within six (6) months before commencing work at the Agency or any of its Approved Sites;
- (d) ensure that each employee or agent of the Agency has provided to the Agency, prior to the employee commencing work at the Agency or any of its Approved Sites,

- a signed declaration, in a form satisfactory to Niagara Region, with respect to the period since the date of the last criminal reference check;
- (e) Retain in their records the reference check and declaration described in subsections 2.2 (c) and 2.2 (d) and make same available to Niagara Region. This provision shall not impose any obligation upon Niagara Region to request copies of the reference check and the Agency accepts full responsibility for its covenants in subsections 2.2(c) and 2.2 (d) herein;
- (f) Ensure that it is licensed to provide child care services in accordance with the Act and Regulations;
- (g) Achieve all such additional qualifications specifically arising from the Services described in Schedule "A" hereto.

2.3 Term of Agreement

This Agreement shall remain in effect for one year, and shall automatically renew for further terms of one year on each anniversary of the date first written above or until one of the parties terminates the Agreement in accordance with Section 2.4 herein. During the Term, the Agency shall provide the Services in accordance with the terms and conditions specified herein.

2.4 Termination or Suspension

- (a) If the Agency, in the opinion of Niagara Region, acting reasonably, fails to satisfactorily perform the Services in accordance with the terms of this Agreement, Niagara Region may terminate this Agreement on five (5) days written notice.
- (b) Niagara Region may terminate the Agreement for any reason whatsoever by providing a minimum of thirty (30) days prior written notice of termination to the Agency.
- (c) Niagara Region may temporarily suspend the Services, or any portion thereof, forthwith:
 - (i) pending the results of an Investigation Niagara Region may conduct at its discretion at any time;

If the Services are temporarily suspended for Investigation, payment to the Agency shall be suspended for that time period. In the case of Investigation, reinstatement of the Services under this Agreement will depend upon the results of the Investigation and the Agency acknowledges and agrees that Niagara Region may require new terms or conditions to be added to this agreement before reinstatement will be allowed.

- (d) Niagara Region may suspend payment for the Services, or any portion thereof for any other reason, at any time by notice in writing to the Agency on five (5) days written notice for any reason other than for Investigation. In the event this occurs, Niagara Region shall on and after that date no longer have an obligation to make the payments in accordance with section 2.5 herein. The Agency shall resume

receipt of payment if and to the extent that such suspension is lifted by notice from Niagara Region.

- (e) In the event of termination, Niagara Region shall be liable for payment to the Agency for those monies attributable to the part of the Services properly performed to the date of termination specified in such notice, and the Agency shall discontinue the Services on the date specified in the notice.
- (f) Upon the completion, termination or suspension of this Agreement for any reason whatsoever, or upon simple request of Niagara Region at any time, the Agency shall promptly deliver to Niagara Region true copies of all Documents (as defined in section 2.7(a)), including all electronic files, used or prepared by the Agency, including its employees or anyone engaged by the Agency on its behalf.

2.5 Payment

Payment of the Licensee for the Services shall be made in accordance with Schedule "B" hereto.

2.6 Agency an Independent Contractor

Notwithstanding any other provision in this Agreement, the Agency agrees and acknowledges that the Services shall be provided by the Agency as an independent contractor. Specifically, the Agency agrees and acknowledges that:

- (a) Neither it nor any of its employees shall be deemed to be officer, agent, employee or official of Niagara Region;
- (b) the Agency shall be responsible as an independent contractor for the collection and payment of all taxes, remittances, contributions or levies imposed, charged or required under any law in respect of the Services provided and the fees and disbursements paid pursuant to this Agreement;
- (c) Niagara Region is not responsible, either jointly or severally, to fund any remittances, deductions or contributions, including those required by the Canada Revenue Agency, Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance, Ontario Health Premium administrators or authorities on behalf of the Agency or its employees;
- (d) Neither it nor any of its employees is eligible to participate in any health, insurance, pension, disability or similar plan offered, funded, or contributed to, by or on behalf of Niagara Region;
- (e) the Agency and not Niagara Region, shall respond to and assume responsibility for any employment related claims advanced to or by the Agency including, but not limited to, those claims arising under any labour relations, employment standards, human rights, occupational health and safety, workers compensation, workplace safety and similar legislation;

- (f) Niagara Region is not responsible for any additional charges or liabilities in excess of Niagara Region's agreement to pay the Agency as outlined in section 2.5;
- (g) the Agency shall indemnify and hold harmless Niagara Region from all claims, damages, costs incurred by Niagara Region as a result of entering into this Agreement save and except those costs Niagara Region incurs pursuant to section 2.5;
- (h) the Agency shall not engage in any activity that places it in an actual, or reasonably perceived conflict of interest relative to its obligations under this Agreement; and
- (i) the provisions of this section 2.6 and sections 2.7, 2.8, 2.9, 3.1, 3.5, 3.7 and 3.8 shall survive the expiration or termination of this Agreement.

2.7 Documents, Privacy and Confidentiality

- (a) All information, materials, reports, statistics, records, documents, data, ideas and graphics prepared, created, obtained, developed, gathered or delivered by the Agency in connection with the documentation of Serious Occurrences, in whatever form, whether written, electronic or otherwise readable by machine, including without limitation all programs, compact discs, tapes and listings (the "Documents"), as well as all copyright and all other intellectual property in the Documents, shall be owned by and remain the sole property of Niagara Region.
- (b) The Documents shall be used by the Agency only for purposes within the scope of this Agreement, and shall not be used for any other purpose without the express prior written consent of Niagara Region. The Documents shall not be revealed, released, reproduced, published or disclosed to any person or persons without Niagara Region's prior written consent unless otherwise required by Applicable Law.
- (c) The Agency agrees that all personal information, including all personal health information, that the Agency accesses or of which the Agency acquires knowledge as a result of the Services, will be used, retained, protected, disclosed and disposed of in accordance with all applicable municipal, provincial and federal laws and regulations governing the collection, use, retention, disclosure and disposal of such information, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("MFIPPA") and the *Personal Health Information Protection Act*, 2004, S.O. 2004, c. 3, Sched. A ("PHIPA"). Furthermore, the Agency agrees that all personal health information collected will only be shared with those individuals for whom written consent and/or legislative authority exists.
- (d) This Agreement and all Documents and information resulting from this Agreement are subject to the MFIPPA and, where applicable, PHIPA and all applicable federal and provincial privacy legislation, as well as Niagara Region's obligations thereunder. The Agency shall at all times comply with the requirements of such

legislation. The Agency shall protect all personal and confidential information of Niagara Region and any person as required by the foregoing legislation.

2.8 Insurance

The Agency shall purchase and maintain at all times during the term of this Agreement, or as otherwise set out in this Agreement, the insurance coverage listed below:

- 1) Commercial General Liability Insurance ("CGL")
CGL insurance insuring the Agency and covering all Services as described in the Agreement to a limit of not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence and in the aggregate. The policy will be extended to include:
 - a) bodily injury, death and property damage;
 - b) cross liability and severability of interest;
 - c) blanket contractual;
 - d) premises and operations;
 - e) personal and advertising injury;
 - f) broad form property damage;
 - g) products and completed operations;
 - h) owner's and contractors protective;
 - i) non-owned Automobile to a limit of not less than TWO MILLION DOLLARS (\$2,000,000);

The CGL policy shall be endorsed to:

- a) include Niagara Region as an additional insured; and
- b) contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is a material change in the foregoing policies or coverage affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies.

The policy shall not contain an exclusion for sexual abuse and molestation by the Agency, and shall provide a limit of liability of not less than TWO MILLION DOLLARS (\$2,000,000.00);

- 2) Automobile Insurance ("OAP 1")
OAP1 for both owned and leased vehicles with inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000). The OAP 1 policy shall contain an undertaking by the insurers to give fifteen (15) days prior written notice in the event that there is a material change in the foregoing policies or coverage affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies.
- 3) Other Insurance
Any other type (e.g. Environmental), form or as otherwise may be required from time to time as identified at any time by either party.
- 4) Policy Requirements
All policies of insurance shall:

- a) be written with an insurer licensed to do business in Ontario;
 - b) be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to the Owner;
- 5) Certificates of Insurance
Certificates of insurance originally signed by authorized insurance representatives shall be delivered to the Owner prior to the commencement of the Services, on a form of Certificate of Insurance which is acceptable to Niagara Region. The Certificate of Insurance must comply with these insurance requirements and must be on Niagara Region's form of Certificate of Insurance, which can be found on Niagara Region's website – www.niagararegion.ca/business/fpr/cert-insurance.aspx. If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the Agency acknowledges and agrees that Niagara Region is fully entitled to treat any such Certificate as an original and that the Agency will be responsible for the accuracy and validity of the information contained therein. If required by Niagara Region, certified copies of all the above-mentioned policies shall be delivered to Niagara Region. All subsequent policy renewals and certificates of insurance thereafter, during the time that this Agreement is in force, shall be forwarded to Niagara Region within fifteen (15) days of their renewal date.
- 6) The Agency shall, upon request of the Director, provide a valid, current Clearance Certificate declaring that the Agency is registered with Workplace Safety and Insurance Board ("WSIB"), and has an account in good standing, or, if WSIB coverage is not required by law to be carried by the Agency, one of the following (as the case may be):
- (i) an Exemption Letter from WSIB, satisfactory to the Director of Legal Services;
 - (ii) a Letter of Good Standing issued by WSIB; or,
 - (iii) an Independent Operators Status Certificate issued by WSIB.

In addition to the indemnification provided by the Agency elsewhere in this Agreement, the Agency agrees to indemnify Niagara Region for all losses, claims, expenses (including reasonable legal fees) or other charges related to the Agency's status with WSIB.

2.9 Indemnification

The Agency shall indemnify and save harmless Niagara Region and its respective elected officials, employees, agents, successors and assigns from and against all claims, demands, actions, losses, damages, suits, proceedings, expenses, costs, including all legal fees and disbursements, of every nature and kind whatsoever which Niagara Region and its respective elected officials, employees, agents, successors, and assigns may suffer, arising out of, or attributable to the acts or omissions of the Agency, its board members, officers, directors, servants, employees, agents, successors, assigns and anyone for whom at law the Agency is responsible, in the performance of its obligations under this Agreement.

ARTICLE 3 – GENERAL

3.1 Binding Effect and Enurement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns.

3.2 Assignment of Agreement

The Agency shall not assign or transfer this Agreement without obtaining the prior written consent of Niagara Region, which consent may be withheld by Niagara Region in its sole and absolute discretion.

3.3 Entire Agreement

The Agreement including **Schedules "A", "B" and "C"** constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understanding and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the Parties other than those expressly set forth in this Agreement.

3.4 Jurisdiction, Amendments and Waivers

This Agreement is 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 an Ontario contract. The parties hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and unless otherwise provided in the written waiver, shall be limited to the specified breach waived.

3.5 Severability

In the event that any provision or term of this Agreement is deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement remain in full force and effect.

3.6 Notice

- (a) Any notice given or required under this Agreement shall be deemed to be sufficiently and effectually given if delivered by hand or mailed by prepaid registered post, or sent via facsimile transmission addressed as follows:
 - i) In the case of Niagara Region:

The Regional Municipality of Niagara
1815 Sir Isaac Brock Way, P.O. Box 344
Thorold, Ontario L2V 3Z3
Attention: Administrator
Fax: (905) 984-3685

- ii) In the case of the Agency:
[Address]
[Town, City, Township], Ontario
[Postal Code]
Attention: Administrator

or to such other address or number of which either party may from time to time notify the other in writing.

- (b) If any such notice is so given, it shall be conclusively deemed to have been given and received on the date of delivery if delivered, on the next business day if transmitted by facsimile transmission, and on the fifth calendar day following the mailing thereof, if sent by mail as aforesaid.

3.7 Compliance with Laws

The Agency shall comply with all laws, rules and regulations applicable to the provision of the Services, including without limitation, the Act, the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.I, the *Workplace Safety and Insurance Act*, 1997, c.16, the *Accessibility for Ontarians with Disabilities Act*, 2005, S.O., 2005, c. 11, the French Language Services Act, R.S.O. 1990, c F.29, all other Applicable Law, all Guidelines and all by-laws, Policies and Procedures of Niagara Region.

3.8 Accessibility Training

Where the Agency's Services are subject to the *Accessibility for Ontarians with Disabilities Act*, 2005, (the "AODA"), the Agency shall comply with the AODA and the Regulations thereunder with regard to the provision of the Services to persons with disabilities and shall ensure the training required under the said AODA and its regulations is provided to the Agency's employees, agents, volunteers or otherwise, and shall further provide to Niagara Region, upon Niagara Region's request and in a form acceptable to Niagara Region, documentation evidencing completion of the required accessibility training.

3.9 Signing in Counterparts

The parties agree that the execution of this Agreement may be facilitated through a facsimile copy and/or this Agreement may be executed in several counterparts and any such facsimile copy and any such counterpart shall be deemed to be an original and such facsimile copies or such counterparts together shall constitute one and the same instrument and shall have the same force and effect as an executed original.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed by their duly authorized signing officers as of the date first above written.

EXECUTED at _____, Ontario this _____ day of _____, 2017.
(City/Town) (Date) (Month)

AGENCY

Witness

Name
Title:

I have authority to bind the Corporation.

EXECUTED at Thorold, Ontario this _____ day of _____, 2017.

THE REGIONAL MUNICIPALITY OF NIAGARA

Per: _____

Title: Director, Children's Services

I have the authority to bind the Corporation.

THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 2025-0XX

A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND THE REGIONAL MUNICIPALITY OF NIAGARA

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 27th day of May, 2025 between The Corporation of the Town of Niagara-on-the-Lake and The Regional Municipality of Niagara 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 the Lord Mayor and Clerk be authorized to execute any future amendments and/or agreements brought forward.
- 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 27TH DAY OF MAY, 2025.

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 #: FES-25-007

COMMITTEE DATE: 2025-05-13

DUE IN COUNCIL: 2025-05-27

REPORT TO: COTW-General

SUBJECT: Short Term Rental By-law Updates

1. RECOMMENDATION

It is respectfully recommended that:

- 1.1 The changes to the Short Term Rental By-law 2025-XXX identified in Report FES-25-007 be **APPROVED** and that the by-law be forwarded to Council for adoption and rescission of the existing Short Term Rental By-law 4634-13;
- 1.2 The Short-Form Wording attached as Schedule A to the By-law be **APPROVED**;
- 1.3 Staff be **DIRECTED** to present a by-law to appoint a Hearing Officer to handle all Short Term Rental Appeals; and,
- 1.4 Council **RECOGNIZE** the Short Term Rental Committee for their efforts and success in reviewing the Licensing By-law and further, with the mandate now complete that the Committee be sunset.

2. EXECUTIVE SUMMARY

- The Short Term Rental Advisory Committee was established in March 2021 with a Mandate to “be responsible for reviewing the Town’s Short-Term Rental Licensing By-law and providing recommendations to Council.”
- The Committee created a list of recommendations, which were presented to the Council for consideration on July 26, 2021. Council directed that the recommendations be referred back to Staff for a report thereon.
- Town staff have reviewed the Short Term Rental (STR) By-law and are presenting a revised version. Input was gathered from various parties and considered during the preparation of the revision.
- Several key changes to the STR By-law have been incorporated to assist with the licensing process and enforcement. These changes include additional definitions to assist with enforcement, the removal of Special Event exemptions, changes to the date of occupancy requirements and the introduction of a restriction on the number of complaints that can be received in a calendar year.
- The STR appeal process is recommended to be outsourced to a third-party Hearing Officer.
- The draft of the STR By-law is attached to this report (**Appendix I**).

3. PURPOSE

The proposed STR By-law incorporates feedback that has been received from various community user groups, the Short Term Rental Advisory Committee, and best practice approaches identified by

Staff. If approved, the implementation will allow for enhanced enforcement and management of the Town's STR licensing process.

4. BACKGROUND

In March 2021, the Short Term Rental Advisory Committee was established. Terms of Reference (TOR) (**Appendix II**) were developed and implemented. The TOR included the mandate to be responsible for reviewing the Town's Short Term Rental Licensing By-law and providing recommendations to Council.

The Committee held 16 meetings between from March 5 and July 15, 2021. A list of recommendations was brought forward to the July 26, 2021, Council meeting. The Committee Chair presented recommendations to Council. Council referred the recommendations to Staff for a report with four criteria to help prioritize the most important opportunities:

- Alignment with the Town's Strategic Plan;
- Feasibility with available staff and financial resources, internal or external;
- Demonstrated success of a similar recommendation in nearby or parallel communities; and
- Feasibility of enforcement from a legal perspective.

Staff has subsequently met twice with the Committee in the development of the revised by-law. Staff have also engaged with key stakeholders including: the B&B Association, the Chautauqua Residents Association, and staff involved in the STR application review process. After carefully considering feedback that best supports the community, STR neighbours, applicants, and owners, Staff are presenting a revised by-law to replace the existing Short Term Rental By-law 4634-13.

5. DISCUSSION / ANALYSIS

The proposed STR By-law introduces several key improvements to enhance enforcement effectiveness and provide greater clarity surrounding Short Term Rentals. Several of the more significant changes are identified below:

Definitions Clarified:

Definitions for *New Application* and *Renewal Application* were added to provide clarity during the application process. These new definitions will allow for clear delineation between the two types of applications.

Special Events Removed:

The ability to host limited types of special events within a STR and the Special Event Notification Form have been removed. This means STRs are no longer permitted to host any type of event, as defined by the Special Event Policy. The clause has caused confusion in the past, and under the current STR By-law, only events such as a family wedding or a not-for-profit charitable function are permitted. As the special event process is under review, further clarity will be provided in a revised Special Event By-law when complete.

Occupancy Requirement Increased:

The proposed STR By-law includes an increase in the minimum number of years that must have passed since original occupancy to be eligible for a STR License. The four-year occupancy requirement has been increased to eight years for Cottage Rentals, Country Inns, and Villas, as

suggested by Staff. This change aims to address long-term housing supply concerns in the community.

Appeal Process Updated:

Currently, licensing appeals under the STR By-law are brought to Council for consideration. Under the proposed STR By-law, the appeal process will be outsourced to a third-party Hearing Officer. This shift is intended to make more effective use of resources. Rutherford Prosecution Services, which currently provides Hearing Officer services for the Town, is recommended to be appointed for the STR By-law to ensure consistency.

Complaint Enforcement Strengthened:

Complaints are received through Service Requests, direct Staff interactions, or via the Town's STR compliance program, Granicus. A new clause has been added to the proposed STR By-law that allows the Administrator to revoke, suspend, or impose special conditions on a license if multiple distinct complaints are received within a calendar year. Staff believe this clause will support compliance and strengthen enforcement.

6. STRATEGIC PLAN

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

Pillar

1. Vibrant & Complete Community

Priority

1.3 Strategies & Masterplans

Action

1.3 a) Strategies & Masterplans

Pillar

4. Optimize Organizational Excellence

Priority

4.1 Streamline & Modernize

Action

4.1 a) Streamline Processes
- Update Enforcement Plans

7. OPTIONS

- 7.1 Option 1: Council approve the changes to the Short Term Rental By-law and forward to Council for adoption and rescission of the existing Short Term Rental By-law 4634-13; Council additionally direct Staff to prepare a By-Law to appoint a Hearing Officer to handle all Short Term Rental Appeals. **(Recommended)**
- 7.2 Option 2: Council choose not to approve the updated Short Term Rental By-law and provide alternate direction. *(Not Recommended)*

8. FINANCIAL IMPLICATIONS

Fines for offences are included in the Short-Form Wording on Schedule A of the Short Term Rental By-law to allow for enhanced enforcement. This may result in a nominal increase in funds raised to offset the cost of enforcement.

9. ENVIRONMENTAL IMPLICATIONS

There are no environmental implications associated with this report.

10. COMMUNICATIONS

If approved, the updated Short Term Rental By-law will be made available on the Town's website. A proper communication plan for informing the community of the recent revisions will be implemented to ensure owners, neighbours, and the community are aware of the changes.

11. CONCLUSION

The revised Short Term Rental By-law will contribute to the Town's ongoing effort to modernize while supporting Council's desire to have a balanced community. The strategies put forward incorporate suggestions from the Short Term Rental Advisory Committee, numerous community-based groups affected by STRs and Staff from different municipal departments. The proposed comprehensive STR By-law will serve as a guide for years to come. The STR By-law will be further enhanced by anticipated changes to the Town's zoning by-law. The work of the Committee is valued and recognized by staff. Having now completed their mandate, it is appropriate to sunset the Committee.

12. PREVIOUS REPORTS

There are no previous reports associated with this report.

13. APPENDICES

- Appendix I – By-law No. 2025-XXXX – Short Term Rental By-law Draft
- Appendix II – Short Term Rental Advisory Committee Terms of Reference

Respectfully submitted:

Prepared by:



Cassandra Cruickshank

By-law and Policy Coordinator

Recommended by:



Jay Plato

Fire Chief & CEMC / Director of Municipal Enforcement, Fire & Emergency Services

Submitted by:



Bruce Zvaniga

Chief Administrative Officer (Interim)

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

BY-LAW NO. 2025-XXX

A BY-LAW FOR THE LICENCING, REGULATING AND GOVERNING OF SHORT TERM RENTALS IN THE TOWN OF NIAGARA-ON-THE-LAKE AND TO REPEAL BY-LAW 4634-13 AND ANY AMENDMENTS THERETO

WHEREAS Subsection 8(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended (hereafter, "the Act") provides that the powers of a Municipality under any act shall be interpreted broadly so as to confer broad authority on Municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to Municipal issues;

AND WHEREAS Section 9 of the Act provides that a Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS Section 11 of the Act authorizes a Municipality to pass By-laws respecting health, safety and well-being of persons, parking on property, structures including fences and signs;

AND WHEREAS Section 151 of the Act authorizes a Municipality to provide for a system of licenses with respect to a business including issuance and suspension;

AND WHEREAS Section 425 of the Act authorizes a Municipality to create offences;

AND WHEREAS Section 429 of the Act authorizes a Municipality to establish a system of fines or offences under a By-law of a Municipality passed under the Act;

AND WHEREAS Section 436 of the Act authorizes a Municipality to pass By-laws providing that the Municipality may enter onto land at any reasonable time for the purpose of carrying out an inspection to determine compliance with a By-law direction, order or license;

AND WHEREAS Sections 102.1 and 434.1 of the Act and O. Reg. 333/07, as amended, authorize municipalities to establish an administrative monetary penalty system requiring a person to pay an administrative penalty for a contravention of any designated By-law;

AND WHEREAS Section 444 of the Act provides that a Municipality may make an order to require a person to discontinue contravening a By-law and to do the work required to correct a contravention;

AND WHEREAS the Council of the Corporation of the Town of Niagara-on-the-Lake has engaged in public consultation, including public meetings and direct consultation with representatives of the business community and Short Term Rental industry;

AND WHEREAS the Council of the Corporation of the Town of Niagara-on-the-Lake considers it advisable that such licencing, regulating and governing take place in regard to Bed and Breakfast Establishments, Country Inns, Cottage Rentals, Villas and Vacation Apartments;

AND WHEREAS the Corporation of the Town of Niagara-on-the-Lake has reviewed its requirements with regard to such establishments and wishes to repeal By-law 4634-13 and its amendments;

NOW THEREFORE the Council of the Corporation of the Town of Niagara-on-the-Lake enacts as follows:

INTERPRETATION

- 1. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders and the past, present or future tense or other related form of defined term shall have the same meaning as the defined term.

DEFINITIONS

- 2. If any of the following definitions are defined as per the Town’s Zoning By-laws, the most current version of the definition from the Zoning By-law will apply.
- 3. In this By-law:

“ADMINISTRATIVE PENALTY BY-LAW” means the Administrative Penalty By-law of the Town, as amended from time to time, or any successor thereof;

“ADMINISTRATOR” means the Town Clerk, a Municipal Law Enforcement Officer for the Town and/or staff member of Fire and Emergency Services, whose duties include the administration and enforcement of this By-law, including but not limited to the issuance of a license.

“AMENITY AREA” means the area situated within the boundaries of any residential development site intended for recreational purposes, and may include landscaped open space, patios, private amenity areas, balconies, communal lounges, swimming pools, children’s play areas, but does not include any area occupied at grade by a building’s service areas, parking areas, parking aisles, or driveways.

“APPLICANT” means the person making an application to the Town to obtain a Short Term Rental License in accordance with this By-law;

“APPLICATION” means the documentation required to be submitted to the Town to obtain a Short Term Rental License. Applications for Country Inn and Villa licenses must have approved planning applications (i.e. Site Specific Zoning Amendment, Official Plan Amendment, Site Plan Agreement) prior to applying for a license for a Short Term Rental.

“BED AND BREAKFAST ESTABLISHMENT” means a single-detached dwelling with no more than three (3) guest bedrooms for overnight guest lodging, where only breakfast may be included, for the temporary accommodation of the traveling or vacationing public and includes the living accommodation of the residents of the dwelling. Such establishment shall be licensed by the Town of Niagara-on-the-Lake and shall not include a restaurant, hotel, motel, boarding or rooming house, nursing home, or any home licensed, approved or supervised under any general or special Act. The principal use of the dwelling unit shall be for residential purposes and the bed and breakfast establishment shall be an ancillary use to the main residential use. Guest bedrooms shall not be suites.

“BUILDING” means any structure consisting of walls, foundation and a roof, which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals, goods or materials and shall exclude a boundary wall or fence and any vehicle as defined herein.

“COTTAGE RENTAL” means the commercial use of a single detached dwelling unit with up to three (3) guest bedrooms that may be rented for periods up to 28 consecutive days for use as temporary accommodation and used as an occasional or seasonal residential dwelling for recreation, rest or relaxation by one (1) household, but not occupied continuously as a principal residence. When occupied continuously as a principal residence (i.e. for more than 28 days), a “Cottage Rental” can be used as a “Single Detached Dwelling”. A “Cottage Rental” use is not a “Villa”.

“COUNCIL” means the Municipal Council of the Corporation of the Town of Niagara-on-the-Lake.

“COUNTRY INN” means a residential use which is in the principal residence of the owner/operator and host, having more than three (3) rented rooms and providing lodging and only breakfast to overnight guests. Country Inns located in the Agricultural Zone District are restricted to a maximum of six (6) rented rooms. (A Country Inn shall only be permitted by way of a site-specific zoning By-law amendment and shall be subject to the same licencing requirements as Bed and Breakfast Establishments.).

“DWELLING” means a building or part thereof used or intended to be used as a residential unit.

“DWELLING, SINGLE DETACHED” means a single detached building which is freestanding, separate, and has independent exterior walls and contains one (1) dwelling constructed for year round habitation by one (1) or more persons.

FEE means as set out in the Town of Niagara-on-the-Lake Annual User Fees and Rates Schedule, which is not prorated

“GOOD NEIGHBOUR AGREEMENT” means a document which acknowledges the commitment between the operator and the Town that the operator will make every effort to work with the Town and its departments to resolve all concerns and conflicts. It outlines the owner’s responsibility to address the conduct of their guests.

“GUEST” means a person who is not a fulltime resident of a licensed Short Term Rental and who is receiving short term accommodation in exchange for remuneration.

“GUEST BEDROOM” means a room used or maintained for the accommodation of the public and which contains no provisions for cooking.

“HEARING OFFICER” means a person(s) appointed by Council, pursuant to this By-law, whose duty is to hear and decide upon appeals submitted in accordance with this By-law.

“INCOMPLETE APPLICATION” means an application submitted by an applicant which does not include all the information or documentation required by this By-law, and includes a property that does not conform to all applicable Town By-laws

“LICENSEE” means the person who holds a current license to operate a Short Term Rental.

“MUNICIPAL LAW ENFORCEMENT OFFICER” means a person appointed by the Council of the Town to enforce this and other By-laws.

“NEW APPLICATION” means an application submitted by an applicant for a property address for which they do not hold a current license to operate a Short Term Rental.

“OPERATE or OPERATING” means the offering or providing of accommodation for hire, the accepting of reservations or the allocation of rooms. Operate has a corresponding meaning.

“OWNER” means any person who is a registered owner, has a legal or equitable interest, has a legal right to obtain possession, or who has control or management of any property, land, building or structure.

“PERSON” means an individual, association, firm, partnership, corporation, trust, incorporated company, organization, trustee or agent and their heirs, executors or other legal representatives of a person to whom the same can apply according to law.

“PLATFORM” means any software or application or telecommunications platform to accept, facilitate, broker requests for, advertise, or offer Short Term Rentals.

“PROPERTY” means any lot, block or other area in which land is held or into which it is subdivided, including the buildings and structures thereon.

“PROPERTY MANAGER” means an agent or representative of an Owner who is responsible for managing or addressing issues in relation to the Owner’s Short Term Rental.

“RENTERS CODE OF CONDUCT” means a document that sets out the roles and responsibilities of the renter, including:

- behavioural expectations as they relate to non-disturbance;
- providing a warning related to the making of a disturbance; and,
- identifies all applicable Town By-laws that the renter must comply with including the provisions of this By-law, including but not limited to noise, property standards and parking.

“RENEWAL APPLICATION” means an application submitted for a property for which the applicant holds a current license to operate a Short Term Rental.

“RESIDENTIAL UNIT” means a set of self-contained habitable rooms located in a building or structure that is used or intended for use as a residential premises which contains kitchen and bathroom facilities that are intended for the exclusive use of the unit and has a private means of egress to the outside of the building or structure, or from a common hallway or stairway inside the building or structure in which it is located.

“ROOM” means a singular space within a building comprised of a floor, a ceiling and walls that is capable of being occupied and used by a person(s) and may include such features as closets, cupboards and private sanitary facilities (an ensuite) a sitting area and only one sleeping area. A sleeping area is an area within a room that contains a bed(s) and is not separated by walls containing doors.

“SHORT TERM RENTAL(S)” means the use of a building for overnight guest lodging for a period of not more than 28 days and includes Bed and Breakfast Establishments, Cottage Rentals, Villas, Country Inns and Vacation Apartments.

“SUITE OR SUITE OF ROOMS” means rooms that are common to each other (adjacent and interconnected) and served with one or more entrances and capable of being occupied and used by person(s). These rooms may include such features as closets, cupboards and private sanitary facilities (an ensuite), sitting areas and sleeping areas.

“TOWN” means the Corporation of the Town of Niagara-on-the-Lake.

“TOWN CLERK” means the Town Clerk or their designate as appointed by the Council of the Town.

“VACATION APARTMENT” means an “Apartment Dwelling” or a “Residential Unit” above a business on a commercially zoned property that is rented for periods up to 28 consecutive days for use as temporary accommodation and used as an occasional or seasonal residential dwelling for recreation, rest or relaxation by one household, but not occupied continuously as a principal residence. When occupied continuously as a principal residence (i.e. for more than 28 days) a “Vacation Apartment” can be used as an “Apartment Dwelling” or as a “Residential Unit”. A “Vacation Apartment” is not a “Villa” or a “Cottage Rental”.

“VILLA” means the commercial use of a single detached dwelling unit with four (4) or more bedrooms, that may be rented for periods up to 28 consecutive days for use as temporary accommodation and used as an occasional or seasonal residential dwelling for recreation, rest or relaxation, but not occupied continuously as a principal residence. When occupied continuously as a principal residence (i.e. for more than 28 days), a “Villa” can be used as a “Single Detached Dwelling”. A “Villa” is not a “Cottage Rental”. Villas located in the Agricultural Zone District are restricted to a maximum of six (6) rented rooms.

ADMINISTRATION AND ENFORCEMENT

4. The Administrator(s) shall be responsible for the administration and enforcement of this By-law.

A Municipal Law Enforcement Officer or Fire Services is authorized, upon presentation of proper identification, to enter onto land at any reasonable time to inspect any building, structure or property for the purposes of:

- (a) Conducting a pre-application inspection, as required by this By-law; and/or
- (b) Carrying out an inspection to determine whether this By-law or a Work Order issued is being complied with.

GENERAL PROVISIONS:

5. No person shall use or operate any Short Term Rental unless they hold a current license issued pursuant to this By-law.
6. No person shall advertise a Short Term Rental without a license.
7. The property address listed on the valid license shall only refer to the address of the principle dwelling on the property.
8. Only one (1) Short Term Rental shall be permitted within a Single Detached Dwelling on a residential property if it is the primary residence. An accessory dwelling unit is not eligible for a Short Term Rental license. Where there is an accessory dwelling unit inside the primary residence, the single detached dwelling portion cannot be licensed as a cottage rental.

Multiple Vacation Apartments may be permitted on one (1) commercial property.

9. No person shall advertise a Short Term Rental without including the valid license number issued by the Town of Niagara-on-the-Lake for the property.
10. Only buildings that have been granted occupancy as a single detached dwelling (from the date of occupancy and with or without a second dwelling unit) for a minimum of eight (8) years shall be eligible to apply for a Cottage, Country Inn or Villa license. All other license types including Bed and Breakfast and Vacation Apartment will only be permitted in buildings that have been granted occupancy as a single detached dwelling for a minimum of four (4) years.
11. Any additions or extensions to a dwelling that expand the number of rooms will not allow the Licensee to apply to increase the number of guest rooms available for rent until that portion of the addition or extension has been granted occupancy for a minimum of four (4) years.
12. All municipal taxes, water and hydro accounts for the property must be current and not in arrears, and outstanding or open Building Permits issued must be closed and final before a license will be issued.
13. Short Term Rentals must be fully serviced with water and sewage services approved by the Town or Regional Public Health Department.
14. Short Term Rentals must front onto a Public Road or the Niagara Parkway.
15. The Owner and/or Licensee, in conjunction with tenants and guests of a Short Term Rental, shall be held responsible for behavioural contraventions by tenants and guests with the Town's Noise and Public Nuisance By-law.
16. No license issued in accordance with this By-law may be transferred to another person.
17. A Bed and Breakfast Establishment or Country Inn may provide and serve breakfast only. Guests shall not have access to standard cooktops/ovens or similar cooking appliances.

18. A Bed and Breakfast Establishment or Country Inn, while in operation, must be occupied and operated on a full-time basis by the Licensee while paying guests occupy or have the right to occupy guest bedrooms. In the case of an emergency or short term vacation, the Licensee may appoint a representative to occupy the site on a full-time basis up to a maximum of thirty (30) days.

PARKING REQUIREMENTS

19. Parking requirements for Short Term Rentals shall be based on the provisions in the Zoning By-law applicable at the time of application plus any additional requirements based on the type of license being applied for.
20. The total number of required parking spaces available must be shown on the plan submitted with the application, showing the dimensions and setbacks of all spaces.
21. The total number of required spaces shall be determined according to the zoning criteria in place at the time of the initial application for license provided that the property has been continually used under the authority of a license since the time of the initial application for license.

If a license has lapsed, then parking spaces shall be determined according to zoning criteria applicable at the time of a new application.

22. In addition to parking requirements in the Zoning By-law for guest rooms, the applicant shall provide at least one (1) parking space for each vehicle registered to the property.
23. On-street parking shall not be permitted as an option to obtain compliance with the parking requirements of this By-law.

LICENSE APPLICATION PROCESS

24. Only the following persons may apply for and hold a license to operate a Short Term Rental:
 - (a) the Registered Owner or the Lessee of the building, provided that when the Registered Owner or the Lessee is a Corporation, a Director of the Corporation shall apply, with the consent of the Owner; or
 - (b) the Lessee of a commercially zoned property; or
 - (c) where an agreement of purchase and sale has been executed, the person identified as the purchaser as outlined in such agreement of purchase and sale provided it is acceptable to the Administrator.
25. An application for a license for a Short Term Rental shall be submitted to the Administrator and shall include a clear and legible site plan (except for Vacation Apartments, see Section 26) drawn to scale and shall include:
 - (a) the location of all buildings on the property with setbacks indicated from all property lines,
 - (b) the location and dimensions of the parking area and the required parking spaces,
 - (c) driveway access to the required parking spaces, and
 - (d) the location, dimensions and size of the outdoor amenity area as per requirements in the provisions of the Town's Zoning By-laws.
26. An application for a Vacation Apartment may use the site plan attached to the registered site plan agreement on title. In the case where there is no site plan registered on title, then subsections (a) to (c) applies to Vacation Apartments.
27. An application for a Country Inn or Villa requires additional planning approval prior to the submission of an application.

28. An application will require proof of separate liability insurance coverage for Short Term Rentals for a minimum of Two Million Dollars (\$2,000,000). As well “The Corporation of the Town of Niagara-on-the-Lake” shall be shown as an “Additional Insured”. Proof is also required to be supplied to the Administrator for the additional years of the license or should the policy be cancelled.
29. An application for a Bed and Breakfast Establishment and Country Inn shall include a list of motor vehicles that are used and/or stored on-site by the residents of the licensed premises along with the license plate numbers of the said vehicles. The Licensee shall notify the Administrator of any changes within seven (7) days.
30. The application will identify on it the number of full-time occupants of a Bed and Breakfast Establishment or Country Inn.
31. The Applicant shall pay the required fees as set out in the Town of Niagara-on-the-Lake Annual User Fees and Rates Schedule, which is not prorated.
32. Upon receipt of a completed application and the payment of the fee, the Administrator shall do the following:
 - (a) forward the application to the Community & Development Services Department, Corporate Services Department and Fire Department;
 - (b) receive and review the application in conjunction with any regulation governed by this By-law;
 - (c) carry out inspections as may be necessary to satisfy that the property is in compliance with the provisions of this By-law, all other Town By-laws, any regulations and the approved plans;
 - (d) issue the required Notice to Comply whenever contraventions are found with the provisions of this By-law.
33. No Applicant shall submit false or misleading information in the application for a license.
34. Where false or misleading information is submitted as part of the application process, the application will be considered immediately null and void.
35. In the event that there is no response, follow up or activity with regard to an application, by or on behalf of an Applicant, for a period of ninety (90) days or more, such application shall be considered abandoned by the Town, and a new application shall be submitted, except where an extension of time has been approved by the Administrator.
36. Acceptance of an application and an application fee does not constitute approval of the application or oblige the Town to issue a license.

PRE-LICENSE INSPECTION

37. It is the responsibility of the applicant to coordinate with the Administrator to arrange for an inspection of the property, by appropriate Town staff, as a condition of, and prior to receiving a license to ensure compliance with the following:
 - (a) the provisions of this By-law;
 - (b) the Ontario Fire Code;
 - (c) the Ontario Building Code;
 - (d) the Town’s Property Standards By-law;
 - (e) the Town’s Clean Yards By-law;
 - (f) the Town’s Zoning By-laws;
 - (g) the Ontario Electrical Safety Code; and

(h) any other Town By-laws that may affect the status of the application.

38. Failure to correct any identified issues shall result in the denial of the application.

LICENSE ISSUANCE

39. Upon receipt of satisfactory responses to all of the inquiries by the Administrator under this By-law and compliance with all other provisions of the By-law the Administrator shall issue a license, which shall expire at midnight on December 31st of the fourth year, as noted on the license.
40. A license shall be issued if the completed application conforms to the provisions of this By-law and every other By-law of the Town, including but not limited to Property Standards, Clean Yards, Fences, Swimming Pools, Signs, Noise, Public Nuisance, the Ontario Building Code and regulations made there under and the Ontario Fire Code, and if all required fees are paid.
41. Where a license has been issued pursuant to this By-law, the Administrator shall retain one (1) copy for the Town's files.
42. The Licensee shall be responsible for informing the Administrator in writing of any changes to the approved information contained within the application or any deviation to the approved plans within seven (7) days of such change or deviation. Nothing herein allows a Licensee to rent rooms other than those identified and approved on the floor plans submitted with the application for a license unless the Town has approved the same.
43. In the event that it is determined that a license has been issued whereby false, mistaken or misleading information was submitted as part of the application, such license shall be automatically revoked.

LICENSE TIME PERIOD

44. An application which has been approved and for which a license has been issued pursuant to this By-law, such license shall expire upon the earliest of the following events: (a) midnight on December 31st of the fourth year of the license; or (b) the sale of the Short Term Rental identified on the license.
45. A Licensee that intends to renew their current Short Term Rental License shall be responsible for submission of a renewal application prior to the license expiry date. An application for a property that is not licensed on the date of submission or is past its expiry date shall be considered a new application.
46. In order to maintain legal non-conforming status when a Short Term Rental has been sold, the new owner has one (1) year from the possession date to apply for a license.
47. A new application for a license received on or after November 1st in any year but prior to December 31st in any year shall not be issued until the following year.

LICENSE FEES

48. All applications for a license filed with the Town shall be accompanied by the annual fee as set out in the Town's Annual User Fees and Rates By-law, which is not prorated.

License application fees, as required by this By-law, are non-refundable.

LICENSE CANCELLATIONS AND REFUNDS

49. Should an applicant wish to cancel their license during the four (4) year term, they must advise the Administrator in writing (email, letter, etc.). The requesting Applicant will be provided with documentation that outlines the details of the cancellation. The license will be considered active and subject to the conditions of this By-law until the signed documentation is returned to the Administrator.
50. The Administrator may issue a full refund for the years remaining of the license if the Licensee has cancelled their license and advises in writing that they have not operated in the year they are requesting a refund. Applicants must request a refund no later than April 1st in the year they are requesting the refund.

POWERS TO REFUSE, REVOKE, SUSPEND OR IMPOSE CONDITIONS

51. The Administrator assigned such duties may:
 - (a) refuse to issue a license for any application where the information submitted on the application is incorrect; or
 - (b) refuse to issue a license where the subject property does not comply with all applicable legislation, including the Town's Zoning By-law; or
 - (c) refuse to issue a license where all the required fees for the application have not been paid; or
 - (d) refuse to issue a license for any license application relating to a Short Term Rental, where a license has been previously revoked, suspended, made subject to special condition or a property applying for license has presented a history of contravention with this or other Town By-laws.
52. The license to operate a Short Term Rental may be revoked, suspended or made subject to special conditions, at the discretion of the Administrator for:
 - (a) any breach of the provisions of this By-law; or
 - (b) any breach of the provisions of any other Town By-laws or regulations; or
 - (c) refusal to comply with any notice of violation within seventy-two (72) hours; or
 - (d) accumulation of three (3) or more complaints regarding distinct events per calendar year.
53. Where a license has been revoked, including when the revocation has been upheld by the Hearing Officer, no license application shall be considered by the Town for a minimum of twelve (12) months from the date the license was revoked.

LICENSE APPEAL PROCESS

54. An Applicant, or Licensee,
 - (a) whose application has been refused; or
 - (b) whose license has been revoked or suspended; or
 - (c) who is not satisfied with the terms or conditions placed on the license,may apply for a hearing to appeal this decision to the Hearing Officer.
55. Every person who wishes to appeal a decision made under Section 54 of this By-law shall submit a Notice of Appeal;
 - (a) within fourteen (14) days of a refusal or revocation;
 - (b) with the non-refundable required fee as detailed in the Town's Annual User Fees; and

- (c) by registered mail to the Administrator.
- 56. The Town shall receive all notices of appeal and hold a hearing with every person who initiates an appeal of a decision made under Section 54 of this By-law.
- 57. An incomplete application is not subject to an appeal.
- 58. Non-compliance with a Zoning By-law requirement is not subject to an appeal.

HEARING OFFICER

- 59. Council shall appoint, by a resolution, a Hearing Officer(s) for a term to be determined by Council.
- 60. Upon hearing an appeal, the Hearing Officer may:
 - (a) confirm the decision of the Administrator to refuse a license application; and/or
 - (b) rescind the decision of the Administrator to refuse a license application and order that the license be issued; and/or
 - (c) confirm the decision of the Administrator to revoke or suspend a license; and/or
 - (d) rescind the decision of the Administrator to revoke or suspend a license; and order the license be reinstated; and/or
 - (e) confirm, modify or remove any conditions placed on the license, or add any conditions they deem appropriate.
- 61. The decision of the Hearing Officer shall be provided, in writing, to the Applicant or Licensee, as soon as is reasonable after such decision is rendered.
- 62. The decision of the Hearing Officer is final and binding.

LICENSEE OBLIGATIONS

- 63. A Licensee of a Short Term Rental shall ensure that the following shall be made available to guests in either hard copy or electronic format:
 - (a) a copy of the current license; and
 - (b) a copy of the current Town's Noise By-law; and
 - (c) a copy of the current Town's Public Nuisance By-law; and
 - (d) a copy of the approved floor plans identifying the rooms and also showing exit routes; and
 - (e) a copy of the Renter's Code of Conduct.
- 64. A Licensee shall ensure that only signs in accordance with the Town's current Sign By-law shall be displayed.
- 65. A Licensee shall ensure that if the Short Term Rental is not occupied by the Licensee while managing guests, each Licensee shall provide contact information of the property manager that will be available to attend to the Short Term Rental at all times within a period of no greater than forty-five (45) minutes from the time of contact by way of telephone or e-mail.
- 66. Each Licensee shall keep a daily guest registration form.
- 67. The guest registration form shall contain each guest's name, the guest's assigned room(s) if applicable, the guest's home address and home telephone number, the date and duration of stay, the guest's vehicle make, license plate number, and the

Province or State in which the vehicle is registered. The guest registration form must be kept current and be available for inspection.

68. The Licensee, upon request from a Municipal Law Enforcement Officer, shall present the guest registration form for inspection.
69. A Municipal Law Enforcement Officer may require access to the licensed premises at any reasonable time in order to verify the health and safety of the premises and to verify compliance with this and all applicable By-laws.
70. The Licensee shall be responsible for ensuring that guests park in the areas designated on the approved site plan.
71. The maximum number of guests within a Short Term Rental shall not exceed a total number based upon two (2) guests per bedroom [plus an additional two (2) guests within the rental] who shall be sleeping within the designated guest bedrooms.
72. No Short Term Rental shall be used for the hosting of events or any other commercial activity.
73. All Licensees are required to allow for an inspection of the operation by the Fire Services, at a minimum of once every two (2) years.
74. All Licensees are responsible to pay any applicable user fees for the required inspection in accordance with the Town Fire Services schedule of user fees and charges.

NOTICE TO COMPLY

75. When, in the opinion of the Administrator, a violation of this By-law has occurred or exists, the Administrator shall issue a Notice to Comply to the Licensee.
76. The Notice to Comply shall:
 - (a) specify the violations of this By-law that exist as well as those sections of the By-law which are in violation; and
 - (b) indicate a final date for compliance for all items as indicated on such Notice.
77. No person, applicant or licensee shall fail to comply with a Notice to Comply, as issued pursuant to this By-law.
78. Service of any Notice to Comply issued pursuant to this section shall be carried out by:
 - (a) personal service upon the violator by the Administrator; or
 - (b) registered mail to the Owner; or
 - (c) by hand delivering the Notice to Comply to the address of the Licensee of the Short Term Rental, as listed in the license application and documentation; or
 - (d) by email to the email address provided by the Licensee.

PENALTIES FOR NON-COMPLIANCE

79. Every person who contravenes any provision of this By-law, including failing to comply with a Notice to Comply issued pursuant to section 78, is guilty of an offence and all contraventions of this By-law are designated as continuing offences pursuant to section 429 of the Municipal Act, 2001, S.O. 2001, c.25.
80. Every person who contravenes any provision of this By-law is guilty of an offence for each day or part of a day that the offence continues and on conviction is liable to a fine as set out in Schedule A of this By-law for each offence, as provided for in the

Provincial Offences Act, R.S.O. 1990, c. P. 33 and the Municipal Act, 2001, S.O. 2001, c.25.

- 81. Every Director or Officer of a Corporation who knowingly concurs in the contravention of this By-law is guilty of an offence for each day or part of a day that the offence continues and on conviction is liable to a fine as set out in Schedule A of this By-law for each such offence, as provided for in the Provincial Offences Act, R.S.O. 1990, c.P.33 and the Municipal Act, 2001, S.O. 2001, c.25.
- 82. Where a person has been convicted of an offence, pursuant to this By-law, the Court determining the conviction may, in addition to any other penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the person convicted directed toward the continuation or repetition of the offence.
- 83. Any person shall, upon issuance of a penalty notice for a contravention of this By-law, in accordance with the Administrative Penalty By-law, be liable to pay an administrative penalty and any administrative fees, in accordance with the Administrative Penalty By-law.
- 84. All the provisions of this By-law continue to apply in the *Provincial Offences Act* in addition to the designated provisions of this By-law.
- 85. Neither the granting of a license, the approval of an application, nor an inspection made by the authority having jurisdiction shall in anyway relieve the Owner / Occupant of the property from full responsibility for fulfilling the work or required maintenance in accordance with the provisions of this By-law.

CONFLICT AND SEVERABILITY

- 86. If any portion of this By-law is found to be in conflict with any other provision of any zoning, building, fire, safety or other By-law of the Town or regulations, the provision which establishes the higher standard shall prevail.
- 87. Should any section, clause or provision of this By-law be declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part hereof, other than the part which was declared to be invalid.

TRANSITION CLAUSE

- 88. Upon the date of passing of this By-law, any license issued pursuant to By-law 4634-13, as amended, shall remain in force and effect until the expiration date, as indicated on the subject license.

REPEAL

- 89. By-law 4634-13 and any amendments thereto, are hereby repealed.

EFFECTIVE DATE

- 90. This By-law shall come into full force and effect of the final date of passage hereof.
- READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 27TH DAY OF MAY, 2025

LORD MAYOR GARY ZALEPA

TOWN CLERK GRANT BIVOL

SCHEDULE A TO BY-LAW NO. 2025-XXX TOWN OF NIAGARA-ON-THE-LAKE SHORT TITLE: Short Term Rental By-law			
ITEM	SHORT FORM WORDING	OFFENCE	SET FINE
1	Operating a Short Term Rental without a current license.	5	\$1,000
2	Advertising a Short Term Rental without a license.	6	\$1,000
3	Advertising a Short Term Rental without a license number displayed.	9	\$100
4	Operating a Bed and Breakfast Establishment or Country Inn while not being occupied on a full-time basis by the Licensee or appointed representative.	18	\$1,000
5	Failing to post a current copy of the documents referenced in Section 63 of this By-law.	63	\$100
6	Failing to respond to a complaint within forty-five (45) minutes.	65	\$500
7	Failing to keep a current guest registration form.	66	\$250
8	Exceeding the permitted number of occupants.	71	\$500
9	Hosting an event or similar commercial activity on the property of a Short Term Rental.	72	\$1000



Terms of Reference

Short Term Rental Advisory Committee

MANDATE:

The Short Term Rental committee reports directly to Town Council. The committee will be responsible for reviewing the Town's Short Term Rental Licensing By-law and providing recommendations to Council.

ORGANIZATION

- The Committee is established by The Town of Niagara-on-the-Lake Council (Council) in accordance with these Terms of Reference. Members are guided by these Terms of Reference.
- Members will be appointed by resolution of Council for the current four (4) year term until their successors are appointed.
- This committee will consist of two (2) members of Council and seven (7) citizen appointments.
- Sub-committee for finite terms may be formed as necessary.

DUTIES & RESPONSIBILITIES

Chair

- Chair all regular meetings of the committee and exercises authority and performs duties as required.
- Ensure that decorum is maintained at each meeting and that the rules of procedure and conduct are observed in accordance with By-law No. 4675-13 (Procedure by-law for the Town).
- Ensure that all committee members are provided an opportunity to comment.
- If applicable, assure that all applicants are provided an opportunity to present and comment.
- Provides guidance and leadership to the committee in the completion of its mandate.

Vice-Chair

Assume all functions of the Chair in the Chair's absence.

Members

- Attend meeting of the committee (if unable to attend notification should be sent the staff liaison as soon as possible prior to the meeting).
- Review agendas and reports sent prior to the meeting.
- Contribute time, knowledge, skill and expertise to the fulfillment of the committee mandate.
- Are cognizant of any conflict of interest or perceived conflict in terms of issues that may service to benefit them personally.

- Act to protect the privacy of individuals with respect to personal information contained in reports and information circulated to the committee.
- Periodically review the committee Terms of Reference and recommend changes as required.

Quorum

- A majority of the members of any committee of Council shall constitute a quorum.
- If quorum is not attained, no actions or recommendations emanating from a meeting have any force or effect.

Support Staff

This committee shall be assisted by staff of the Corporate Services Department, who will provide expert advice, technical reports, background information and will prepare the recommendations of the committee.

MANAGEMENT OF THE COMMITTEE

Meeting Schedule

- This committee shall meet monthly or at the call of the Chair.
- Established meeting dates and times will not be changed unless circumstances warrant special consideration.
- Meetings will be held in public. All notices of meetings will be posted on the Town's web-calendar.

Delegation

- Subject to the section immediately below, delegations will not be permitted.
- The Committee can request to receive a delegation. The request shall be voted and approved by a majority of the members.

Conflict of Interest

- Members shall avoid conflicts of interest. Members shall take proactive steps to mitigate conflicts of interest in order to maintain public confidence in the Town and its elected officials. Members are encouraged to seek guidance from the Integrity Commissioner and/or legal advice when they become aware that they may have a conflict between their responsibilities to the public as a Member and any other interest.
- All members have the duty to advise of any conflict of interest with respect to all matters before the committee. Members should decline to participate in the disposal of a matter where a real or apparent conflict is present.
- If a member has any conflict of interest on any matter and is present at a meeting at which the matter is the subject of consideration, the member:
 - Should, prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;
 - Should not take part in the discussion of any question in respect of the matter; and

- Should not attempt in any way whether before, during or after the meeting to influence the discussion of the application.

Reporting

- Minutes of this committee will be forwarded directly into the information package unless there are action items, then minutes will be forwarded directly to Council.

Remuneration

- Not applicable

Enabling Legislation

By-law No. 4675-13 (Procedure by-law for the Town)

The Corporation of the Town of Niagara-on-the-Lake Information Report to Council

SUBJECT: 2025 Community Engagement Opportunities

DATE: 2025-05-13

REPORT #: CAO-25-012

PREPARED BY: Marah Minor

DEPARTMENT: CAO/Administration

BACKGROUND INFORMATION

Community engagement is a critical component of municipal governance, ensuring that community members have meaningful opportunities to provide input, stay informed, and participate in decision-making processes. The Town's goal is to build upon its current engagement opportunities, increase accessibility, and foster greater community involvement in key projects and policies.

Over the years, the Town has implemented a variety of ways to encourage public engagement, including online surveys, in-person information centres, open houses, focus groups, and social media polls. These tools have allowed the Town to reach residents across different demographics.

Recent engagement efforts have demonstrated significant success, reflecting a growing level of community interest in the Town's outreach initiatives. The Parks & Recreation Master Plan engagement in the summer of 2024 stands out as the Town's most successful project to date, with an impressive 501 survey responses. In-person initiatives have also proven highly effective; for example, the Lord Mayor's Village Open Houses, held earlier this year, attracted strong participation and meaningful dialogue across all communities, with approximately 300 community members in attendance. These outcomes highlight both the community's enthusiasm for actively shaping municipal plans and priorities, and the effectiveness of the Town's current engagement tools.

This Information Report aims to inform Council of the many opportunities on the horizon to continue building relationships and strengthening resident involvement. In 2025, the Town is moving forward with a number of key projects and initiatives that rely on strong community engagement. These efforts are closely aligned with Council's Strategic Plan, particularly the indicator of success to "increase levels of community engagement" under the pillar of Optimize Organizational Excellence. By prioritizing public participation, the Town continues to offer opportunities for community members to be involved in decision-making and the implementation of municipal initiatives.

2025 COMMUNITY ENGAGEMENT OPPORTUNITIES

This year, Niagara-on-the-Lake will implement various engagement opportunities to hear from multiple audiences within the community. A range of engagement tools will be used, such as:

- **Surveys & Polls:** Online and paper-based surveys to gauge community sentiment on various topics.
- **Public Information Centres:** In-person and virtual sessions for municipal projects, allowing residents to talk to Town Staff, ask questions, and provide feedback.
- **Social Media Engagement:** Expanded use of social media to foster informal interactions and better measure community sentiment, such as quick polls, utilizing comment sections, etc.
- **Focus Groups/Round Tables:** Continued collaboration with various groups to ensure diverse representation in municipal decision-making.
- **Interested Party Interviews:** One-on-one or small group interviews with key individuals or organizations directly impacted by or knowledgeable about a specific issue, providing in-depth insight to help shape policy and project development.
- **Comment Box/Forms:** Online comment boxes on the Town's engagement site that allow the public to submit open-ended comments, suggestions, or concerns.

For the remainder of 2025, the following public engagement opportunities are scheduled below. Each project reflects a unique level of community involvement and Town support, ranging from Town-led initiatives to collaborations with external agencies or consultants. The level of engagement is tailored to best support the goals of each project, ensuring meaningful participation.

Please note that this list is subject to change. Certain projects may be deferred to 2026 due to shifting strategic priorities, available resources, etc.

- **Planning & Policy Development**
 - Official Plan*
 - Transportation Master Plan*
 - Asset Management*
 - Fee Review – Community & Development Services*
- **Heritage & Cultural Preservation**
 - Heritage Conservation District*
 - Cultural Asset Mapping*
- **Site-Specific & Infrastructure Projects**
 - Former Hospital Site Usage*
 - Dock Area Master Plan Update
 - Airport Drainage System
 - Niagara District Airport
 - St. Davids Roundabout

- **Community & Recreational Initiatives**
 - Parks and Recreation Master Plan – Phase 2*
 - Playgrounds at Simcoe and Memorial Parks
 - Special Events Review
 - Heritage Trail - Phase 3

*Projects directly identified in Council's Strategic Plan.

NEXT STEP / CONCLUSION

To support these engagement efforts, Staff are taking the following steps:

- Developing a coordinated engagement calendar that outlines key initiatives and opportunities, taking into account timing, target audiences, and appropriate engagement tactics to ensure a strategic and inclusive approach. **(Appendix I)**
- Exploring enhanced promotional methods to increase public participation in municipal decision-making, including the use of digital platforms and targeted advertising to reach a broader and more diverse audience.
- Evaluating and refining engagement strategies based on community feedback and participation trends, ensuring continuous improvement and responsiveness to needs and preferences.

The Town will also be undertaking the development of a Community Engagement Plan, as defined in [Council's Strategic Plan pillar of Optimize Organization Excellence](#), to be completed by Q1 of 2026. This Plan aims to define engagement strategies and consider new tools to strengthen community engagement.

Staff looks forward to engaging with all community members and ensuring that community engagement remains a cornerstone of local governance in 2025 and beyond.

ATTACHMENTS

- 2025 Community Engagement Calendar (Appendix I)

January Patio Program - Applicant Guide 	February Local Business Round Tables 	March Official Plan Local Business Round Tables
April Official Plan Heritage Conservation District Local Business Round Tables 	May Heritage Trail Phase Three Niagara District Airport CDS Fee Review 	June Special Events Review Former Hospital Site
July Parks & Recreation Master Plan 	August Playgrounds Asset Management 	September Playgrounds Official Plan Dock Area Master Plan Airport Drainage System Transportation Master Plan
October Heritage Conservation District Cultural Asset Mapping Transportation Master Plan 	November 	December

Please note that all months listed are placeholders for these projects and may shift as needed.

ENGAGEMENT METHODS

- | | | |
|---------------------------|------------------------------|----------|
| ■ Comment Box/Form | ■ Interested Party Interview | ■ Survey |
| ■ Focus Group/Round Table | ■ Public Information Centre | ■ Other |

The Corporation of the Town of Niagara-on-the-Lake Information Report to Council

SUBJECT: Lease Agreement Updates – 14 Anderson Lane and 176 Wellington Street
DATE: 2025-05-13
REPORT #: OPS-25-015
PREPARED BY: Kevin Turcotte
DEPARTMENT: Operations Services

BACKGROUND INFORMATION

This report is intended to provide Council with an update regarding lease agreements at two Town properties:

- 14 Anderson Lane – Community Centre
- 176 Wellington Street – Old Hospital Site

Tenant: Sweets & Swirls

Location: Community Centre Café - 14 Anderson Lane

Background

Town staff have had discussions with the owners of Sweets & Swirls Café (tenant) regarding exercising their extension on the current lease agreement (**Appendix I** – 4691-A – Community Centre Lease Extension Sweets & Swirls Cafe). The current lease expired December 31, 2024. The Town has a holdover agreement that expired on March 31, 2025. The tenant is interested in extending the agreement for another five (5) years (**Appendix II** – 2024 Café Lease Letter of Intent – Extension of Lease).

Financial Implications

As per Section 3 – Renewal Option of the current lease authorized under By-law 4691A-19 (**Appendix I**), staff have negotiated a rent amount for the next five (5) years with an expiry of December 31, 2029.

The 2025 rent will be \$8,418 and will include an annual rent increase by the lesser of 2% or the Statistics Quarterly, Construction Price Index annually. The tenant will also be required to pay the annually assessed property tax, \$4,472 (2024), on the space occupied within the Community Centre.

Conclusion

Based on the above information and the approved lease agreement (By-law 4691A-19 -Section 3), there is authorization to execute the extension for another five (5) years. Town staff will request the tenant's signature on the lease agreement. Once there is a signed agreement, Town staff will fully execute with signatures from the corporation's signing authority (Lord

Mayor and Town Clerk) (**Appendix III** – Draft Lease Agreement Extension – 14 Anderson Lane – Café – Sweets & Swirls – 2025-2029).

Tenant: Royal Oak Community School

Location: Old Hospital Site - 176 Wellington Street

Background

The Town purchased the Old Hospital Site (176 Wellington Street) from the Niagara Health System in March 2017. In that purchase, there were existing tenants that the Town assumed to assist with the property/building costs. Royal Oak Community School (ROCS) operates a community school occupying the first floor (5800 sq. ft.) of 176 Wellington Street. ROCS required additional space in 2020 due to COVID restrictions. They currently occupy the total area of the first floor in selected rooms identified in the agreement (**Appendix IV** – 176 Wellington St – Royal Oak School – Schedule A).

ROCS current lease agreement expires June 30, 2025. Town staff have had discussions with the ROCS Head of School and Board chair regarding future lease agreements. The Town will be starting public engagement for the 176 Wellington Street site this summer. Through this process, a recommendation on the future of the site will occur.

Financial Implications

Town staff will keep the lease agreement's payments the same as the tenant is currently paying on a monthly basis until the end of the year (2025).

Conclusion

Town staff are supportive of a holdover letter until December 31, 2025. This holdover will have a six (6) month notice of termination clause added. This letter will provide the ROCS stability until the end of the 2025 school year.

Discussions/negotiations will occur one (1) month before the expiration of the holdover on rental amounts for 2026, pending the outcome of the public engagement process.

Tenant: Terry Harford RMT

Location: Old Hospital - 176 Wellington Street

Background

The Town purchased the Old Hospital (176 Wellington Street) from the Niagara Health System in March 2017. In that purchase, there were existing tenants that the Town assumed to assist with the property/building costs. Terry Harford RMT operates a registered massage therapy clinic occupying one office in the lower level (288 sq. ft.) of 176 Wellington St. Harford RMT currently occupies one office identified in the agreement (**Appendix V** – 176 Wellington St – Harford RMT – Schedule A).

Mr. Harford's current lease agreement expires June 30, 2025. Town staff have had discussions with Mr. Harford regarding future lease agreements. The Town will be starting public engagement for the 176 Wellington St site this summer. Through this process, a recommendation on the future of the site will occur.

Financial Implications

Town staff will keep the lease agreement's payments the same as the tenant is currently paying on a monthly basis until the end of the year (2025).

Conclusion

Town staff are supportive of a holdover letter until December 31, 2025. This holdover will have a six (6) month notice of termination clause added. This timing is recommended to coincide with the ROCS holdover letter.

Discussions/negotiations will occur one (1) month before the expiration of the holdover on rental amounts for 2026, pending the outcome of the public engagement process.

ATTACHMENTS

- Appendix I – 4691A-19 Community Centre Lease Extension Sweets and Swirls Café
- Appendix II – 2024 Café Lease Letter of Intent – Extension of Lease
- Appendix III – Draft – Lease Agreement Extension – 14 Anderson Lane – Café – Sweets and Swirls – 2025-2029
- Appendix IV – 5070-18 – 176 Wellington – ROCS – Schedule A
- Appendix V – 5070-18 – 176 Wellington – Harford RMT - Schedule A

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 4691A-19**

A BY-LAW TO AUTHORIZE THE LORD MAYOR AND TOWN
CLERK TO EXECUTE AN AGREEMENT BETWEEN THE
CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
AND SWEETS AND SWIRLS CAFÉ (Community Centre Lease
Agreement Extension)

**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 11th day of March, 2019 between The Corporation of the Town of Niagara-on-the-Lake and Sweets and Swirls Cafe 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 11th DAY
OF MARCH 2019**


LORD MAYOR BETTY DISERO


TOWN CLERK PETER TODD

By-law 4691A-19

THIS LEASE made this 11TH day of MARCH 2019.

B E T W E E N:

THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE
Hereinafter called the "Town"

OF THE FIRST PART

-and-

SWEETS AND SWIRLS CAFE
Hereinafter called the "Lessee"

OF THE SECOND PART

WITNESSETH THAT:

WHEREAS the Town is the owner of the premises known as the Niagara-on-the-Lake Community Centre, 14 Anderson Lane in Niagara-on-the-Lake, in the Regional Municipality of Niagara.

The Lessee has requested and the Town has agreed, to lease the kiosk at the Niagara- on-the-Lake Community Centre for the purpose of operating a cafe.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN
CONSIDERATION OF THE PREMISE THE PARTIES HERETO DO HEREBY
AGREE AS FOLLOWS:

1. Use of the Premises

The Lessee acknowledges that the premises will be used solely for the purposes of food & beverage production, sales and service. The Lessee shall operate under the name Sweets and Swirls Cafe. The Town and Lessee agree that the use as a café includes but is not limited to, the sale of hot & cold beverages, a range of snacks, hors d'oeuvre platters, meals, and sweets in accordance with the demands of its clientele, for on and off premises consumption.

2. Length of Lease

The Term shall commence on January 1, 2019 and shall run for a period of five (5) years unless terminated earlier pursuant to the provisions of this Lease.

3. Renewal Option

The Lessee shall have the first right of refusal to renew the Lease for an additional five (5) year term on the same terms and conditions as this lease based on negotiations of the then fair market rent for premises of similar size, age, location, and use.

4. Rent

The Lessee shall deliver the monthly fee to the Tenant, on or before the twelfth day of each month during the Term commencing on January 1, 2019.

The Lessee covenants and agrees to pay, to the Town the total of \$7382.00 per year (\$615.17 per month which includes utilities and HST, \$544.40 + \$70.77 HST). The rent will increase by 2% after the first year. Year two, three, four and five years the rate will be increased at the lesser of 3% or the Statistics Quarterly, Consumer Price Index.

The Lessee covenants and agrees to pay, to the Town the total of property taxes \$3797.85 per year. This amount includes the property taxes required for the space rented within the building. This amount is based on assessment from Municipal Property Assessment Corporation (MPAC). Upon receiving new assessment, the Lessee will be notified of the increase.

Property taxes will be phased in over three years and increased at a rate of 1/3 of total property taxes in each calendar year.

If the Lessee fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum, such interest to be calculated from the time such Rent becomes due until paid by the Lessee.

The Lessee may appeal the property tax assessed from MPAC, in whole or in part, directly with MPAC, and seek adjustment to assessed amounts from Municipal or Regional Councils.

5. Leasehold Improvements and Fixtures

The Lessee shall be responsible for the installation, maintenance and replacement of all trade fixtures and leasehold improvements with the space identified in Schedule "A".

Modifications and improvements made by the Lessee to the building, which are fixed to the building, remain the property of the Town. All leasehold improvements, renovations or redecorating shall be subject to prior written approval by the Town, with written request to the Director of Operations or designate.

6. Maintenance

The Lessee will be responsible for cleaning and clearing of the tables in the common area during their regular business hours. The Town shall be responsible for cleaning the common area each day after normal business hours.

7. Other Space

The Lessee shall have right to use, on a non-exclusive basis, in common with the patrons of the Community Centre, the Patio Area. The Lessee shall be responsible for clearing and cleaning the tables in the Patio Area during Normal Business Hours and the Town shall be responsible for cleaning the Patio Area each day after Normal Business Hours.

The Lessee shall have the right to use the garbage enclosure constructed by the Town for the use of the Lessee and the Community Centre. The Lessee shall not pay any Rent for the use of the garbage enclosure. The Town shall be responsible for the removal of garbage and all maintenance associated with the garbage enclosure.

8. Insurance

The Lessee shall provide at their own expense Liability Insurance with a limit of not less than \$2,000,000.00 for bodily injury, property damage, personal injury and with a limit not less than \$1,000,000.00 for tenants legal liability. The Town shall be additionally named under the policy and a copy of the insurance shall be deposited with the Town annually.

9. Signs

The Lessee shall be permitted to install exterior signage on the two-sided roadway sign at the Premises, and also interior signage at the Premises. All signage must be approved by the Town in advance, and shall comply with the provisions of the sign by-law for the Town of Niagara-on-the-Lake. The Lessee will be permitted to advertise on the roadway sign four (4) times per month.

10. Provincial Regulations

The Lessee agrees not to contravene any statutes or regulations of the Province of Ontario or the Dominion of Canada, or any By-law of the Town of Niagara-on-the-Lake or the Regional Municipality of Niagara.

11. Termination Clause

The parties understand that if the Sweets and Swirls Cafe ceases to operate, or the terms of this lease are not met, or in the event payment is not made, the lease will be terminated on thirty (30) days notice and the operation of the room will revert to the Town without penalty to the Town and the Lessee and the Lessee will have thirty days to remove equipment and belongings.

12. Schedules forming part of this

lease Schedule "A" Cafe Plan

Schedule "B" Legal Description

IN WITNESS WHEREOF the parties hereto affix their hands and seals or the hands of their properly authorized signing officers in such behalf:

DATED at the Town of Niagara-on-the-Lake, this 11TH day of MARCH 2019.

IN WITNESS WHEREOF the Parties hereto have signed, sealed and executed these presents under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of:

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

Per:



LORD MAYOR BETTY DISERO



TOWN CLERK PETER TODD

We have the authority to bind the corporation

SWEETS AND SWIRLS CAFE

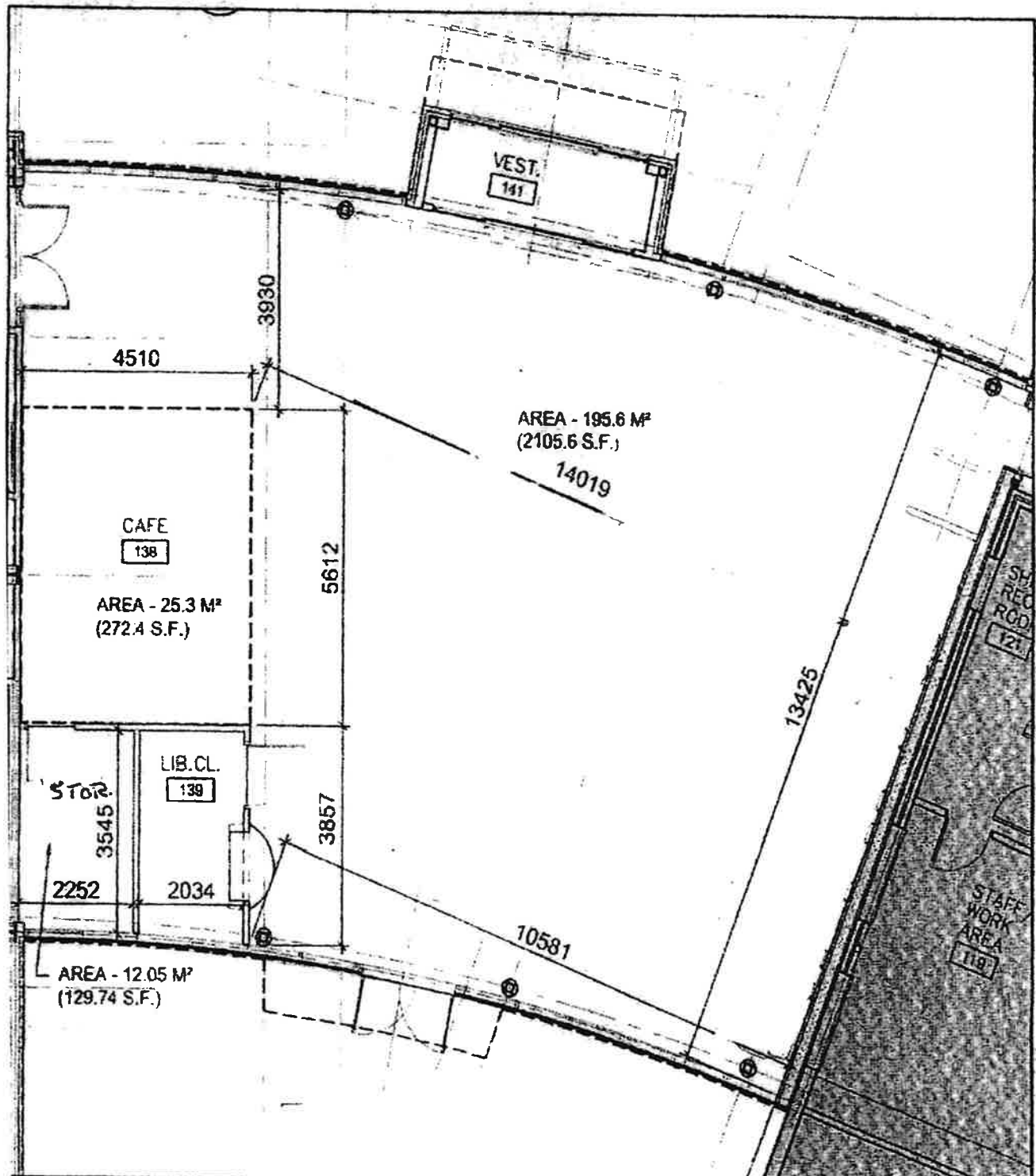
Per:



I, Erinn Lockard, have the authority to bind the
corporation

SCHEDULE "A"

CAFÉ PLAN



SCHEDULE "B"

LEGAL DESCRIPTION

PIN 46402-0137 (LT)

PARCEL 217-1 SECTION M-11

Lot 217 Plan M-11

T/W Lot 214 Plan M-11 as NTP4974

**T/W Part Lot 218 Plan M-11 Part 2 30R-6105 as confirmed by Plan 30BA179 as in
LT99185 (S/T LT3269, LT63814, LT76074 & LT876911)**

Plan M-11 is not a plan of subdivision within the meaning of the Planning Act

**S/T Easement in favour of the Regional Municipality of Niagara over Part 1 30R-11122
as in NR32473**

Niagara-on-the-Lake



December 15, 2024

To Whom It May Concern:

This signed document serves as a letter of intent to exercise the option for the next 5 years of the NOTL Community Centre Café lease to Erinn Lockard doing business as Sweets & Swirls Café.

A handwritten signature in blue ink, reading "Erinn Lockard", is written over a horizontal line.

Signature of Lessee Erinn Lockard

THIS LEASE made in triplicate this XXXX day of XXXX, 2025.

BETWEEN:

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
Hereinafter called the "Town"

of the FIRST PART:
-and-

SWEETS AND SWIRLS CAFE
Hereinafter called the "Lessee"

of the SECOND PART:

WITNESSETH THAT:

WHEREAS the Town is the owner of the premises known as the Niagara-on-the- Lake Community Centre, 14 Anderson Lane in Niagara-on-the-Lake, in the Regional Municipality of Niagara.

The Lessee has requested and the Town has agreed, to lease the kiosk at the Niagara- on-the-Lake Community Centre for the purpose of operating a cafe.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISE THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. Use of the Premises

The Lessee acknowledges that the premises will be used solely for the purposes of food & beverage production, sales and service. The Lessee shall operate under the name Sweets and Swirls Cafe. The Town and Lessee agree that the use as a café includes but is not limited to, the sale of hot & cold beverages, a range of snacks, hors d'oeuvre platters, meals, and sweets in accordance with the demands of its clientele, for on and off premises consumption.

2. Length of Lease

The Term shall commence on January 1, 2025 and shall run for a period of five (5) years to December 31, 2029, unless terminated earlier pursuant to the provisions of this Lease.

3. Renewal Option

As this new lease is exercising the extension by the Lessee there is no renewal option. The Lessee shall meet with Town staff no less than six (6) months before the expiry of this lease to discuss a new lease based on negotiations of the fair market rent for premises of similar size, age, location, and use.

4. Rent

The Lessee shall deliver the monthly fee to the Tenant, on or before the twelfth day of each month during the Term commencing on January 1, 2025.

The Lessee covenants and agrees to pay, to the Town the total of \$8,418 per year (\$701.44 per month which includes utilities and HST, \$620.74 + \$80.70 HST). The rent will increase by lesser of 2% or the Statistics Quarterly, Construction Price Index annually.

The Lessee covenants and agrees to pay, to the Town the total of property taxes \$4,471.68 (2024) per year. This amount includes the property taxes required for the space rented within the building. This amount is based on an assessment from Municipal Property Assessment Corporation (MPAC). Upon receiving a new assessment, the Lessee will be notified of the increase.

The Lessee covenants and agrees to pay to the Town a modified monthly amount for the year 2025. This is to clear the account from arrears and is agreed upon between the Lessee and the Lessor. It is attached as **Schedule "C"**.

If the Lessee fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum, such interest to be calculated from the time such Rent becomes due until paid by the Lessee.

The Lessee may appeal the property tax assessed from MPAC, in whole or in part, directly with MPAC, and seek adjustment to assessed amounts from Municipal or Regional Councils.

5. Leasehold Improvements and Fixtures

The Lessee shall be responsible for the installation, maintenance and replacement of all trade fixtures and leasehold improvements with the space identified in **Schedule "A"**.

Modifications and improvements made by the Lessee to the building, which are fixed to the building, remain the property of the Town. All leasehold improvements, renovations or redecorating shall be subject to prior written approval by the Town, with written request to the Director of Operations or designate.

6. Maintenance

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7. Other Space

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the use of the garbage enclosure. The Town shall be responsible for the removal of garbage and all maintenance associated with the garbage enclosure.

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The Lessee shall be permitted to install exterior signage on the two-sided roadway sign at the Premises, and also interior signage at the Premises. All signage must be approved by the Town in advance, and shall comply with the provisions of the sign by-law for the Town of Niagara-on-the-Lake. The Lessee will be permitted to advertise on the roadway sign four (4) times per month.

10. Provincial Regulations

The Lessee agrees not to contravene any statutes or regulations of the Province of Ontario or the Dominion of Canada, or any By-law of the Town of Niagara-on-the-Lake or the Regional Municipality of Niagara.

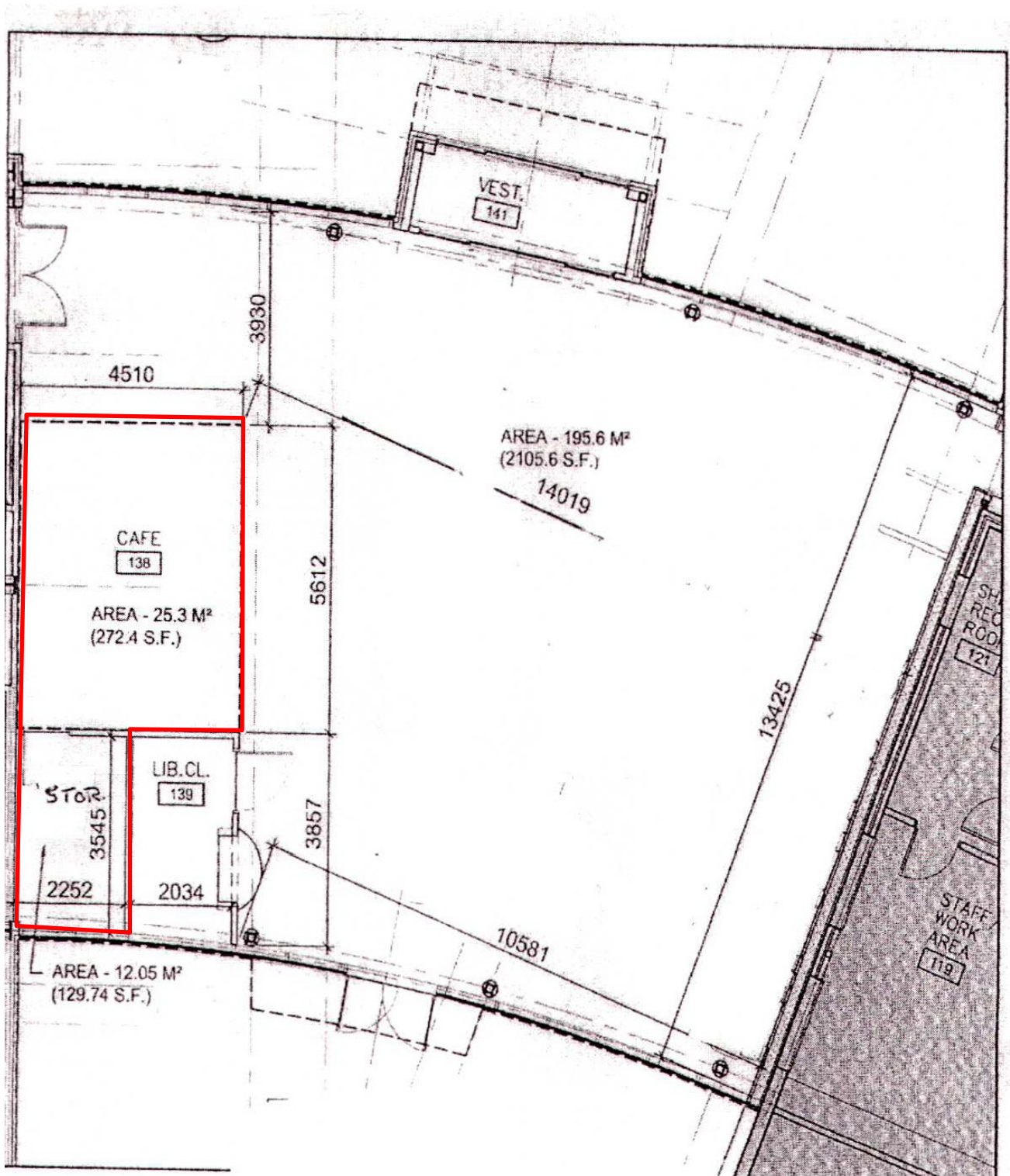
11. Termination Clause

The parties understand that if the Lessee ceases to operate, or the terms of this lease are not met, the lease will be terminated and the operation of the room will revert to the Town without penalty to the Lessee. The Lessee will have thirty (30) days to remove equipment and belongings.

Schedules forming part of this lease

- Schedule "A" Cafe Plan
- Schedule "B" Legal Description
- Schedule "C" Payment Schedule

SCHEDULE "A"
CAFÉ PLAN



SCHEDULE "B"
LEGAL DESCRIPTION

PIN 46402-0137 (LT)
PARCEL 217-1 SECTION M-11
Lot 217 Plan M-11
T/W Lot 214 Plan M-11 as NTP4974
T/W Part Lot 218 Plan M-11 Part 2 30R-6105 as confirmed by Plan 30BA179 as in
LT99185 (S/T LT3269, LT63814, LT76074 & LT876911)
Plan M-11 is not a plan of subdivision within the meaning of the Planning Act
S/T Easement in favour of the Regional Municipality of Niagara over Part 1 30R-11122 as
in NR32473
Niagara-on-the-Lake

IN WITNESS WHEREOF the parties hereto affix their hands and seals or the hands of their properly authorized signing officers in such behalf:

DATED at the Town of Niagara-on-the-Lake, this _day of _2025.

IN WITNESS WHEREOF the Parties hereto have signed, sealed and executed these presents under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

in the presence of:

SWEETS AND SWIRLS CAFE

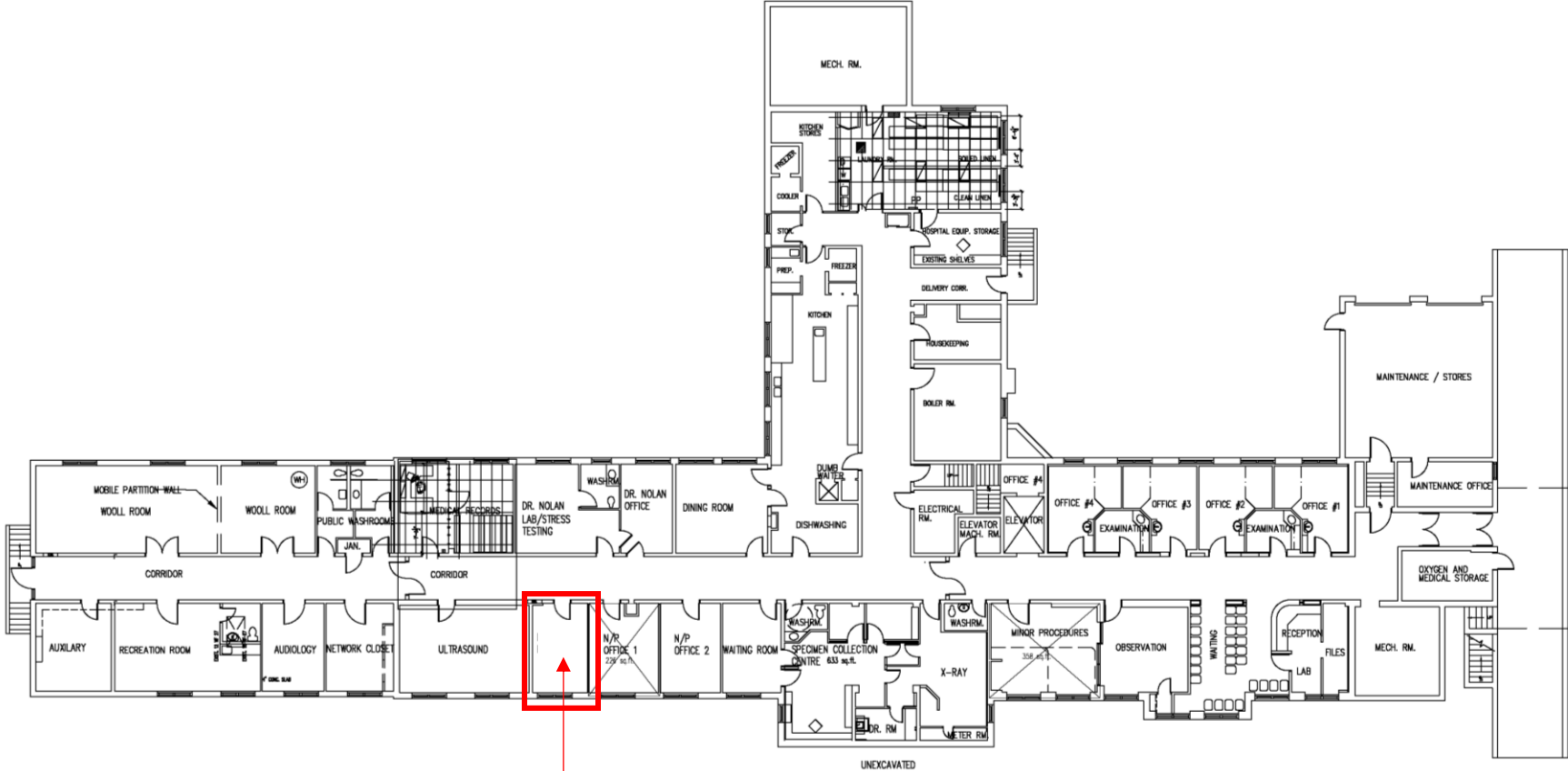
Per: Erinn Lockard

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

LORD MAYOR

TOWN CLERK

[illegible]



Terry Harford
RMT

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

Notice of Motion

INTRODUCTION DATE: May 27, 2025

SUBJECT: Motion re: Delegations

REQUESTED BY: Councillor Burroughs

SECONDED BY: Councillor O'Connor

WHEREAS Council welcomes public input and values the opportunity of reviewing delegation materials to ensure more meaningful engagement with delegations; and

WHEREAS Policy P-CAO-25-01 in respect of delegations stipulates that "A written copy of the presentation and/or summary of remarks and all related documentation must be submitted to the Town Clerk no later than 12:00 pm on the Monday prior to the meeting";

THEREFORE BE IT RESOLVED that staff be instructed to enforce adherence to the policy and to remove or refuse delegations that do not meet the aforementioned submission requirement for Committee of the Whole and/or Council meetings unless the delegation has registered exclusively for the purpose of addressing questions from Council/Committee.

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

Notice of Motion

INTRODUCTION DATE: May 27, 2025

SUBJECT: Motion re: Public Art

REQUESTED BY: Councillor Wiens

SECONDED BY: Councillor Mavridis

WHEREAS the Town of Niagara-on-the-Lake endorses and promotes the Arts and Public Art; and

WHEREAS the Recreation Master Plan that will identify Public Art is still in development; and

WHEREAS By-law 4586-12, being a by-law to regulate the size, use, location and maintenance of signs within the Town of Niagara-on-the-Lake, hereto referred to as 'the Sign By-law', currently includes definitions that would determine Public Art to be classified as a sign; and

WHEREAS the Art Gallery of Niagara-on-the-Lake/Musee des Beaux Arts de Niagara-on-the-Lake, a non-profit, volunteer organization, is currently working towards a Public Art display on private property titled 'The Three Sisters', which is a work of indigenous art, containing no words, promoting the original farmers of Niagara-on-the-Lake;

THEREFORE BE IT RESOLVED that Town Council direct Staff to amend the current Sign By-law 4586-12 to include definitions for "Art" and "Public Art" and outline that such Art or Public Art shall not be considered a sign.