Town of Niagara-on-the-Lake

Agenda



COUNCIL MEETING

Tuesday, June 24, 2025, 6:00 p.m.

_			Pages	
1.	CALL TO ORDER			
2.	FOCUS STATEMENT			
	Cound	cillor Vizzari.		
3.	O'CANADA			
4.	ADOPTION OF THE AGENDA			
5.	CONFLICT OF INTEREST			
6.	COUNCIL & COMMITTEE OF THE WHOLE MINUTES			
	6.1	Committee of the Whole Planning Minutes - June 3, 2025	4	
	6.2	Committee of the Whole General Minutes - June 17, 2025	12	
	6.3	Special Council Minutes - June 17, 2025	18	
	6.4	Council Minutes - May 27, 2025	22	
7.	NEXT COMMITTEE OF THE WHOLE & COUNCIL MEETING DATES: • Council Workshop Meeting - Official Plan - July 8, 2025			
	•	Committee of the Whole - Planning Meeting - July 8, 2025		
	•	Committee of the Whole - General Meeting - July 15, 2025		
	•	Council Meeting - July 22, 2025		
	Meeting times can be subject to change. For more detailed information, please visit the Town's website at www.notl.com or contact the office at 905-468-3266.			
8.	LORD MAYOR'S REPORT			
9.	MEMBERS' ANNOUNCEMENT			
10.	DELEGATIONS			
	10.1	Agenda Delegations		
11.	RESPONSE TO DELEGATIONS FROM COUNCIL			
12.	PRESENTATIONS			
	12.1	Chair Bob Gale and CEO David Adames, The Niagara Parks Commission - Niagara Parks' Updates, Initiatives and Projects	39	

13.	RECOMMENDATION REPORTS				
	13.1	Niagara District Airport Master Plan Public Information Session Comments, CAO-25-026	64		
	13.2	Private Tree By-law - FES-25-010, FES-25-010	96		
14.	INFORMATION REPORTS AND INFORMATION ITEMS				
	14.1	Memorandum from the Lord Mayor re: Letter from Canada Post on Proposed Adjustment to NOTL Post Office Hours, Queen Street Lifted from the June 19, 2025 info package by Councillor O'Connor and Councillor Cheropita.	137		
15.	COMMITTEES OF COUNCIL MINUTES				
	15.1	Committee of Adjustment Minutes - May 15, 2025	139		
	15.2	Heritage Trail Committee Meeting Minutes - May 21, 2025	150		
	15.3	CAO Recruitment Committee Meeting Minutes - June 2, 2025	152		
	15.4	CAO Recruitment Committee Meeting Minutes - June 6, 2025	154		
	15.5	Discretionary Grant Committee Meeting Minutes - June 5, 2025	156		
	15.6	Discretionary Grant Committee Meeting Minutes - June 12, 2025	158		
	15.7	Irrigation Committee Meeting Minutes - June 11, 2025	160		
16.	MOTIONS				
	16.1	Councillor Burroughs - Delegations (Revised) Deferred from the May 27, 2025 Council Meeting.	163		
	16.2	Councillor Mavridis - Long-Term Residential Rental Licensing Program Update on Licensing and Enforcement Initiatives (Revised)	164		
17.	NOTICE OF MOTION				
	17.1	Councillor Mavridis - Discretionary Grant Program	166		
18.	BY-LAWS				
	18.1	By-law 4586E-25 - Sign By-law Amendment	168		
	18.2	By-law 2025-042 - Heritage Conservation District Study Area By-law	169		
	18.3	By-law 2025-043 - Tawny Ridge Estates Phase 1 Subdivision Agreement	172		
	18.4	By-law 2025-044 - Designation By-law - 1023 East and West Line	214		
	18.5	By-law 2025-045 - Designation By-law - 167 Four Mile Creek Road	218		
	18.6	By-law 2025-046 - Designation By-law - 238 Four Mile Creek Road	222		
	18.7	By-law 2025-047 - Hearing Officer Appointment STR	226		
	18.8	By-law 2025-048 - Hearing Officer Appointment Animal	227		
	18.9	By-law 2025-049 - Niagara Region Fee Subsidy	228		
	18.10	By-law 2025-050 - Appoint Nick Ruller as CAO	246		

	18.11	By-law 2025-051 - NOTL Soccer Club	247
	18.12	By-law 2025-052 - Council Proceedings June 24, 2025	265
19	AD IOURNMENT		

Minutes



COMMITTEE OF THE WHOLE - PLANNING MEETING MINUTES

June 3, 2025, 5:30 p.m.

Council Members

Present:

Councillor Tim Balasiuk, Councillor Gary Burroughs, Councillor Wendy Cheropita, Councillor Maria Mavridis, Councillor Andrew Niven, Councillor Sandra O'Connor, Councillor Adriana Vizzari,

Councillor Erwin Wiens, Lord Mayor Gary Zalepa

Staff Present: Shaunna Arenburg - Deputy Clerk, Kirsten McCauley - Director

of Community and Development Services, Jay Plato - Fire Chief, Kyle Freeborn - Director of Corporate Services/ Treasurer, Grant

Bivol - Town Clerk/Manager of Legislative Services

1. CALL TO ORDER

Councillor Cheropita called the meeting to order at 5:30 p.m.

2. ADOPTION OF AGENDA

Moved by: Councillor Gary Burroughs Seconded by: Councillor Tim Balasiuk

That the agenda be adopted, as presented.

APPROVED

3. CONFLICT OF INTEREST

3.1 Councillor Maria Mavridis - File OPA-01-2025, ZBA-01-2025 - 524 York Road (Phase 2) - CDS-25-056

Councillor Mavridis declared a conflict on item 5.1 - File OPA-01-2025, ZBA-01-2025 - 524 York Road (Phase 2) - CDS-25-056 as her family owns property within the notification area.

4. CLOSED SESSION

Moved by: Councillor Andrew Niven Seconded by: Councillor Gary Burroughs

That the Committee proceed into a closed meeting at 5:35 p.m. to consider matters that qualify under the Municipal Act 2001 Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees; specifically regarding CAO recruitment.

APPROVED

Moved by: Councillor Andrew Niven Seconded by: Lord Mayor Gary Zalepa

That the Committee rise from a closed meeting at 6:07 p.m. to consider matters that qualify under the Municipal Act 2001 Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees; specifically regarding CAO recruitment with no report.

APPROVED

5. PUBLIC MEETINGS

5.1 File OPA-01-2025, ZBA-01-2025 - 524 York Road (Phase 2) - CDS-25-056

Councillor Mavridis stepped out at 6:11 p.m. due to a declared conflict of interest.

John Federici, Senior Planner gave his presentation.

Council asked questions of clarification.

David Falleta, Bousfields Inc, representing the applicant gave his presentation.

Council asked questions of clarification.

There were no public speakers.

5.1.1 Information Report - Public Meeting - 524 York Road, Phase 2 (OPA-01-2025, ZBA-01-2025) - CDS-25-056

Moved by: Councillor Andrew Niven Seconded by: Councillor Gary Burroughs That item 5.1.1 - Information Report - Public Meeting - 524 York Road, Phase 2 (OPA-01-2025, ZBA-01-2025) - CDS-25-056 be received.

APPROVED

5.2 File OPA-03-2025, ZBA-03-2025 - 1839 Four Mile Creek Road - CDS-25-074

Councillor Mavridis returned to the meeting at 6:39 p.m.

Victoria Nikoltcheva, Senior Planner gave her presentation.

Council asked questions of clarification.

Aaron Butler and Micheal Allen, NPG, representing the applicant gave their presentation.

Council asked questions of clarification.

Jason Bendig - 1838 Four Mile Creek Rd - spoke in opposition of the application and expressed concerns regarding damage the characteristics of the neighborhood, disruption to the peace of the area, destruction of the tree canopy, privacy and quality of life, traffic and noise, urged council to reject the application and exemptions.

Council had no questions for the speaker.

Nick Colaneri - 348 Concession 6 Rd. - spoke in opposition of the application and expressed concerns regarding rezoning, density, area is currently low density and he believes it should remain that way, removal of trees, and preserving the character of the area.

Council had no questions for the speaker.

Susan Foster & Phil Cahley - 1849 Four Mile Creek Rd - spoke in opposition of the application and expressed concerns regarding flooding and the drain located at the back of the property, and the increase in density.

Council had no questions for the speaker.

Susan Gerbes - 1813 Four Mile Creek Rd - requested clarity on rental property or future owners, inquired about a playground, and expressed concerns regarding the destruction of the hedge, speed and traffic on Creek Rd.

Council had no questions for the speaker.

Patrick Walsh - 1831 Four Mile Creek Rd - agreed with the comments made before him, and expressed concerns regarding density and streetscaping, height and mass of building, and lack of adequate parking.

Council had no questions for the speaker.

5.2.1 Information Report - Public Meeting - 1839 Four Mile Creek Road (OPA-03-2025, ZBA-03-2025) - CDS-25-074

Moved by: Councillor Maria Mavridis Seconded by: Lord Mayor Gary Zalepa

That item 5.2.1 - Information Report - Public Meeting - 1839 Four Mile Creek Road (OPA-03-2025, ZBA-03-2025) - CDS-25-074 be received.

APPROVED

5.3 File OPA-02-2025, ZBA-02-2025 - 222 Gate Street - CDS-25-072

John Federici, Senior Planner gave his presentation.

Council asked questions of clarification.

William Heikoop, Upper Canada Planning & Engineering Ltd., representing applicant gave his presentation.

Council asked questions of clarification.

Brodie Townley, 123 Johnson St. - spoke in opposition to the application, and expressed concerns with commercial use, and character of neighbourhood.

Council asked questions of the speaker.

Andrew Taylor, 135 Johnson St & 240 Gate St. - spoke in opposition of the application and expressed concerns with commercial use, underground garage, noise and light pollution, streetscaping and character of neighbourhood.

Council had no questions for the speaker.

Paul Evans - 118 Johnson St. - spoke in opposition of the application and expressed concerns with commercial use, size of building, and impact on neighbours.

Council had no questions for the speaker.

5.3.1 Information Report - 222 Gate Street and Unaddressed Parcel - OPA-02-2025, ZBA-02-2025 - CDS-25-072

Moved by: Councillor Andrew Niven Seconded by: Councillor Gary Burroughs

That item 5.3.1 - Information Report - 222 Gate Street and Unaddressed Parcel - OPA-02-2025, ZBA-02-2025 - CDS-25-072 be received.

APPROVED

6. MEMBERS' ANNOUNCEMENTS

Council recessed at 8:45 and resumed at 8:55

7. DELEGATIONS

7.1 Non-Agenda Delegations

7.2 Agenda Delegations

7.2.1 Nilou Ghazi - item 10.1 - Queen-Picton (Old Town) Heritage Conservation District Study: Phase 1 Study Report, CDS-25-083

Nilou Ghazi requested an exemption from Council for 105 Delater St. as she has the intention build a small cottage for her mother. The trees will not be removed and the cottage is proposed to be single story.

Council asked questions of clarification.

- 7.2.2 Written Requests for Exemption Included at the request of Steve Burke, Manager of Policy and Heritage Planning
 - 7.2.2.1 Nathan Smith, Brock Builders 277 Wellington Street
 - 7.2.2.2 Rebecca deBoer 189 William Street
 - 7.2.2.3 Scott Colvin 373 Victoria Street

8. RESPONSE TO DELEGATIONS

Moved by: Councillor Andrew Niven Seconded by: Councillor Tim Balasiuk That the written exemption requests in items 7.2.2.1 - Nathan Smith, Brock Builders - 277 Wellington Street, 7.2.2.2 - Rebecca deBoer - 189 William Street, 7.2.2.3 - Scott Colvin - 373 Victoria Street be received into the record.

APPROVED

9. PRESENTATIONS

9.1 Christophe Rivet, Cultural Spaces - Queen-Picton (Old Town) Heritage Conservation District Study: Phase 1 Study Report

Christophe Rivet gave his presentation of the HCD Study and the next steps.

Council asked questions about the presentation and study.

Moved by: Councillor Maria Mavridis Seconded by: Councillor Adriana Vizzari

That the Queen-Picton (Old Town) Heritage Conservation District Study: Phase 1 presentation be received.

APPROVED

10. RECOMMENDATION REPORTS

10.1 Queen-Picton (Old Town) Heritage Conservation District Study: Phase 1 Study Report, CDS-25-083

Council discussed and asked questions about the report.

Moved by: Councillor Maria Mavridis Seconded by: Councillor Tim Balasiuk

That:

- Council RECEIVE the Queen-Picton (Old Town) Heritage Conservation District Study: Phase 1 Study Report;
- Council ENDORSE the recommended expanded Heritage Conservation District (HCD) boundary as shown on Appendix I to this report;
- 3. Council **DIRECT** Staff to amend the HCD Study Area By-law 2025-025 to revise the study area boundary to reflect the recommended

expanded HCD boundary, and bring the amended by-law to the next Council meeting;

- Council APPROVE the recommendations of the Queen-Picton (Old Town) Heritage Conservation District Study: Phase 1 Study Report; and,
- Council **DIRECT** Staff to commence Phase 2, the Plan Phase of the Heritage Conservation District Study, and prepare an updated HCD Plan for the expanded HCD in accordance with the *Ontario Heritage Act*.

APPROVED

10.2 Bill 17 - Protect Ontario by Building Faster and Smarter Act, 2025 and related Regulations, CDS-25-085

Council discussed and asked questions about the report.

Moved by: Councillor Erwin Wiens

Seconded by: Councillor Sandra O'Connor

That:

- Council RECEIVES Staff Report CDS-25-085 titled Bill 17 Protect Ontario by Building Faster and Smarter Act, 2025 and related Regulations; and
- 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 June 11/June 26, 2025, commenting deadline.

APPROVED

11. INFORMATION REPORTS AND INFORMATION ITEMS

12. NOTICE OF MOTION

13. ADJOURNMENT

Moved by: Councillor Gary Burroughs Seconded by: Councillor Sandra O'Connor That this Committee adjourn at 9:51 p.m. to the next regular meeting of Committee-of-the-Whole General on June 17, 2025, and if a special meeting is required, it will be held at the call of the Lord Mayor.

APPROVED

Minutes



COMMITTEE OF THE WHOLE MEETING MINUTES

June 17, 2025, 5:00 p.m.

Council Members

Present:

Councillor Tim Balasiuk, Councillor Gary Burroughs, Councillor Wendy Cheropita, Councillor Maria Mavridis, Councillor Andrew

Niven, Councillor Adriana Vizzari, Lord Mayor Gary Zalepa

Council Members

Absent:

Councillor Sandra O'Connor, Councillor Erwin Wiens

Staff Present: Grant Bivol - Town Clerk/Manager of Legislative Services, Kyle

Freeborn - Director of Corporate Services/ Treasurer, Kirsten McCauley - Director of Community and Development Services, Shannon Mista - Legislative and Committees Coordinator, Jay

Plato - Fire Chief, Bruce Zvaniga, CAO (Interim)

1. CALL TO ORDER

Councillor Cheropita called the meeting to order 5:00 p.m.

2. ADOPTION OF AGENDA

Moved by: Councillor Gary Burroughs Seconded by: Councillor Maria Mavridis

That the agenda be adopted, as presented.

APPROVED

3. CONFLICT OF INTEREST

None were declared.

4. CLOSED SESSION

Moved by: Lord Mayor Gary Zalepa Seconded by: Councillor Tim Balasiuk That the Committee proceed into a Closed meeting at 5:05 p.m. to consider matters that qualify under the Municipal Act 2001 Section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; specifically regarding St. Davids Stormwater; and

Closed meeting to consider matters that qualify under the Municipal Act 2001Section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; specifically regarding 144/176 John Street East;

APPROVED

Moved by: Councillor Maria Mavridis Seconded by: Councillor Andrew Niven

That the Committee rise from a Closed meeting at 6:10 p.m. to consider matters that qualify under the Municipal Act 2001 Section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; specifically regarding St. Davids Stormwater;

Closed meeting to consider matters that qualify under the Municipal Act 2001Section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; specifically regarding 144/176 John Street East; staff are to proceed as directed in closed session.

APPROVED

5. MEMBERS' ANNOUNCEMENTS

There were none.

6. DELEGATIONS

6.1 Non-Agenda Delegations

6.1.1 Jill McCourt, TASC - TASC Flower Festival - Our Commitment, Recommended Changes, & Tourism Impacts

Frank Boendermaker gave the presentation to the Council.

Council asked questions about the presentation and event.

6.1.2 Michael Lesage - Niagara-on-the-Lake Hydro

Michael Lesage spoke to Council about concerns with NOTL Hydro.

Council asked questions of clarification.

6.2 Agenda Delegations

7. RESPONSE TO DELEGATIONS

Council directed Staff to notify them when the tulip farm applies for the fall permit.

8. PRESENTATIONS

9. RECOMMENDATION REPORTS

9.1 Memorial Park & Virgil Sportspark Soccer Fields (NOTL Minor Soccer Agreement), OPS-25-004

Council asked questions and discussed the report.

Moved by: Councillor Maria Mavridis

Seconded by: Councillor Gary Burroughs

That the agreement between the Corporation of the Town of Niagara-on-the-Lake and the Niagara-on-the-Lake Soccer Club for soccer activities at the 370 King Street (Memorial Park) and 1565 Four Mile Creek Road (Virgil SportPark) be revised to denote within Section 5. Term of Agreement & Renewal that:

The Parties agree that this Agreement shall remain in force from January 1, 2025, to December 31, 2030. The Club may opt to renew this Agreement for an additional two (2) years by submitting a Letter of Intent to the designated Town contact person no later than six (6) months prior to the Agreement's expiration.

APPROVED

Moved by: Councillor Maria Mavridis Seconded by: Councillor Gary Burroughs

That:

 Council approves the Agreement (Appendix I) between the Corporation of the Town of Niagara-on-the-Lake and the Niagaraon-the-Lake Soccer Club for soccer activities at the at 370 King Street (Memorial Park) and 1565 Four Mile Creek Road (Virgil Sportspark). 2. The By-law (**Appendix II**) authorizing the Lord Mayor and Town Clerk to execute said agreement be presented to Council for adoption.

APPROVED

9.2 Sign By-law Amendment, FES-25-011

Council asked questions and discussed the report.

Moved by: Councillor Maria Mavridis Seconded by: Councillor Andrew Niven

That Staff be directed to prepare a report on public art policy.

APPROVED

Moved by: Lord Mayor Gary Zalepa Seconded by: Councillor Maria Mavridis

It is respectfully recommended that:

1. The addition of the following definitions in Sign By-law 4586-12 be **APPROVED:**

"Visual Art" means original pieces of art not limited by the medium used. It may include, but is not limited to, paintings, drawings, print-making, sculptures, photography, and installation art. For further clarification, advertising devices shall not be considered Visual Art.

"Public Art" is Visual Art or a limited-edition reproduction of Visual Art that is installed outdoors on private or public property that is visible and accessible to the public, which is used to reflect or engage the community. For the purposes of this By-law, Public Art shall not be considered a sign.

1.2The draft amended by-law attached Appendix I be **FORWARDED** to Council for adoption.

APPROVED

9.3 Tawny Ridge Estates Phase 1 Subdivision Agreement (File 26T-18-22-02), CDS-25-086

Council asked questions and discussed the report.

Moved by: Councillor Maria Mavridis Seconded by: Councillor Tim Balasiuk

That:

- Council APPROVE the Subdivision Agreement for lands known as Tawny Ridge Estates Phase 1, attached as Appendix IV to this report, located north of 158 Tanbark Road and south of 196 Tanbark Road, on the west side of Tanbark Road and east of Chestnut Avenue, and shown on the Preliminary Plan of Subdivision attached as Appendix II to this report; and
- 2. The Lord Mayor and Clerk be authorized to **EXECUTE** the Subdivision Agreement.

APPROVED

9.4 Konik Estates Phase 2 Subdivision Agreement (File 26T-18-24-02) and Crossroads Landing Condominium Agreement (File 26CD-18-24-01), CDS-25-088

Council asked questions and discussed the report.

Moved by: Lord Mayor Gary Zalepa Seconded by: Councillor Tim Balasiuk

That:

- 1. Council APPROVE the Subdivision Agreement, attached as Appendix VI to this report, for lands located north of Line 2 Road, east of Concession 6 Road, south of Homestead Drive and west of Frontier Drive, and shown on the Preliminary Plan of Subdivision attached as Appendix II to this report, and that the Lord Mayor and Clerk be authorized to execute the Subdivision Agreement; and,
- 2. Council APPROVE the Condominium Agreement, attached as Appendix VIII to this report, for lands located within the Konik Estates Phase 2 subdivision, located east of Concession 6 Road and south of Homestead Drive, and shown on the Preliminary Plan of Condominium attached as Appendix III to this report, and that the Lord Mayor and Clerk be authorized to execute the Condominium Agreement.

APPROVED

9.5 Financial Securities - Acceptance of Surety Bonds, CS-25-010

Council asked questions and discussed the report.

Moved by: Councillor Andrew Niven

Seconded by: Councillor Gary Burroughs

That:

- 1. Council APPROVES the acceptance of pay-on-demand surety bonds as an alternative form of financial security for development-related works, subject to conditions outlined in this report;
- 2. Council APPROVES the use of a standardized surety bond template to be required for all bond submissions;
- Council DIRECTS staff to amend the Rates and Fees By-law to include a non-refundable administrative review fee for surety bond submissions; and
- 4. Council AUTHORIZES the Lord Mayor and Town Clerk to sign any necessary agreements or documents to give effect to this approval.

APPROVED

10. INFORMATION REPORTS AND INFORMATION ITEMS

11. NOTICE OF MOTION

11.1 Councillor Mavridis - Long-Term Residential Rental Licensing Program Update on Licensing and Enforcement Initiatives

The Town Clerk read the motion.

12. ADJOURNMENT

Moved by: Councillor Gary Burroughs Seconded by: Councillor Tim Balasiuk

That this Committee adjourn at 7:53 p.m. to the next Special Council meeting on June 17, 2025, held at the call of the Lord Mayor.

APPROVED

Town of Niagara-on-the-Lake

Minutes



June 17, 2025, 8:00 p.m.

Council Members

Present:

Councillor Tim Balasiuk, Councillor Gary Burroughs, Councillor Wendy Cheropita, Councillor Maria Mavridis, Councillor Andrew

Niven, Councillor Adriana Vizzari, Lord Mayor Gary Zalepa

Council Members

Absent:

Councillor Sandra O'Connor, Councillor Erwin Wiens

Staff Present: Grant Bivol - Town Clerk/Manager of Legislative Services, Kyle

Freeborn - Director of Corporate Services/ Treasurer, Kirsten McCauley - Director of Community and Development Services, Shannon Mista - Legislative and Committees Coordinator, Jay

Plato - Fire Chief, Bruce Zvaniga, CAO (Interim)

1. CALL TO ORDER

Lord Mayor Gary Zalepa called the meeting to order at 8:00 p.m.

2. ADOPTION OF THE AGENDA

Moved by: Councillor Gary Burroughs Seconded by: Councillor Andrew Niven

That the agenda be adopted, as presented.

APPROVED

3. CONFLICT OF INTEREST

None were declared.

4. CLOSED SESSION MEMO

4.1 CAO Recruitment Committee Recommendations - CAO-25-023

Moved by: Councillor Maria Mavridis Seconded by: Councillor Andrew Niven

That item 4.1 - CAO Recruitment Committee Recommendations - CAO-25-023 be received.

APPROVED

5. CLOSED SESSION

Moved by: Councillor Gary Burroughs
Seconded by: Councillor Maria Mavridis

That Council proceed to go into a closed meeting at 8:05 p.m. to consider matters that qualify under the Municipal Act 2001 Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees; specifically regarding CAO recruitment.

APPROVED

Councillor Cheropita left the meeting during Closed Session at 8:20 p.m.

Moved by: Councillor Maria Mavridis Seconded by: Councillor Andrew Niven

That Council rise from a closed meeting at 8:29 p.m. to consider matters that qualify under the Municipal Act 2001 Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees; specifically regarding CAO recruitment;

APPROVED

Moved by: Councillor Tim Balasiuk

Seconded by: Councillor Gary Burroughs

That:

- 1.1 Council APPROVES the recommendation of the CAO Recruitment Committee to appoint to the position of Chief Administrative Officer (CAO) for the Town of Niagara-on-the-Lake as identified in closed session;
- 1.2 Council AUTHORIZES the Lord Mayor and Clerk to sign the Employment Agreement dated June 8, 2025 which defines the Terms of Employment

(Appendix 1) to remain private and confidential pending passage of a by-law to appoint the CAO.

1.3 Council DIRECTS Staff to bring forward a CAO Appointment By-law to the next meeting of Council to appoint effective July 14, 2025.

APPROVED

6. BY-LAWS

- 6.1 By-law 2025-037 Crossroads Landing Condominium Agreement (pending approval at the COTW-General of June 17, 2025)
- 6.2 By-law 2025-038 Konik Estates Phase 2 Subdivision Agreement (pending approval at the COTW-General of June 17, 2025)
- 6.3 By-law 2025-039 MTO Twinning Agreement
- 6.4 By-law 2025-040 Council Proceedings June 17, 2025

Moved by: Councillor Maria Mavridis Seconded by: Councillor Tim Balasiuk

That leave be given to introduce:

- By-law 2025-037 Crossroads Landing Condominium Agreement (pending approval at the COTW-General of June 17, 2025)
- By-law 2025-038 Konik Estates Phase 2 Subdivision Agreement (pending approval at the COTW-General of June 17, 2025)
- By-law 2025-039 MTO Twinning Agreement
- By-law 2025-040 Council Proceedings June 17, 2025

And that the same be considered read a first, second and third time and passed this 17th day of June, 2025.

APPROVED

7. ADJOURNMENT

Moved by: Councillor Andrew Niven

Seconded by: Councillor Gary Burroughs

That this Council adjourn at 8:32 p.m. to the next special COTW-Planning meeting of June 19, 2025, and if a special meeting is required, it will be held at the call of the Lord Mayor.

APPROVED

Town of Niagara-on-the-Lake

Minutes



COUNCIL - MEETING MINUTES May 27, 2025, 6:00 p.m.

Council Members

Present:

Councillor Tim Balasiuk, Councillor Gary Burroughs, Councillor Wendy Cheropita, Councillor Maria Mavridis, Councillor Sandra O'Connor, Councillor Adriana Vizzari, Councillor Erwin Wiens,

Lord Mayor Gary Zalepa, Councillor Andrew Niven

Staff Present: Shaunna Arenburg - Deputy Clerk, Kirsten McCauley - Director

of Community and Development Services, Kyle Freeborn -

Director of Corporate Services/ Treasurer, Jay Plato - Fire Chief, Grant Bivol - Town Clerk/Manager of Legislative Services, Bruce

Zvaniga, CAO (Interim)

1. CALL TO ORDER

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

2. FOCUS STATEMENT

Councillor Cheropita read the Focus Statement.

3. O'CANADA

4. ADOPTION OF THE AGENDA

Moved by: Councillor Gary Burroughs

Seconded by: Councillor Wendy Cheropita

That the agenda be adopted, as presented.

APPROVED

5. CONFLICT OF INTEREST

5.1 Councillor Andrew Niven - CLOSED SESSION

Councillor Niven declared a conflict with the closed session item regarding legal matter updates as he has a professional relationship with one of the parties.

6. CLOSED SESSION

Councillor Niven declared a conflict with the closed session item regarding legal matter updates as he has a professional relationship with one of the parties. He left the proceedings prior to the onset of discussion on that matter and returned to the closed session after that matter concluded.

Moved by: Councillor Gary Burroughs Seconded by: Councillor Erwin Wiens

That Council proceed to go into a closed meeting at 6:08 p.m. to consider matters that qualify under the Municipal Act 2001 Section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; specifically regarding legal matter updates; and

Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees; specifically regarding CAO recruitment.

APPROVED

Moved by: Councillor Erwin Wiens

Seconded by: Councillor Gary Burroughs

That Council rise from a closed meeting at 7:22 p.m. to consider matters that qualify under the Municipal Act 2001 Section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; specifically regarding legal matter updates; and

Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees; specifically regarding CAO recruitment with no report.

APPROVED

13. PRESENTATIONS

13.1 Osarumen Aigbogun, Ministry of Transportation - QEW-Garden City Skyway Bridge Twinning Project

Council agreed to move the presentation up to follow rising from Closed Session due to the technical issues with the livestream broadcast.

Mr. Aigbogun gave a presentation on the QEW-Garden City Skyway Bridge Twinning Project.

Council asked questions about the project and presentation.

7. COUNCIL & COMMITTEE OF THE WHOLE MINUTES

- 7.1 Committee of the Whole Planning Minutes May 6, 2025
- 7.2 Closed Session Meeting Minutes May 6, 2025 (circulated separately to remain private and confidential)
- 7.3 Committee of the Whole General Minutes May 13, 2025
- 7.4 Closed Session Meeting Minutes May 13, 2025 (circulated separately to remain private and confidential)
- 7.5 Closed Session Meeting Minutes April 15, 2025 (circulated separately to remain private and confidential)
- 7.6 Council Minutes April 29, 2025

Moved by: Councillor Wendy Cheropita Seconded by: Councillor Tim Balasiuk

That the minutes of the following meetings be approved:

- Committee of the Whole Planning Minutes May 6, 2025
- Closed Session Meeting Minutes May 6, 2025 (to remain private and confidential)
- Committee of the Whole General Minutes May 13, 2025
- Closed Session Meeting Minutes May 13, 2025 (to remain private and confidential)
- Closed Session Meeting Minutes April 15, 2025 (to remain private and confidential)
- Council Minutes April 29, 2025.

APPROVED

8. NEXT COMMITTEE OF THE WHOLE & COUNCIL MEETING DATES:

The Town Clerk read out the forthcoming dates:

- Committee of the Whole Planning Meeting June 3, 2025
- Committee of the Whole General Meeting June 17, 2025
- Committee of the Whole Official Plan Meeting June 19, 2025
- Council Meeting June 24, 2025

9. LORD MAYOR'S REPORT

The Lord Mayor presented his report.

10. MEMBERS' ANNOUNCEMENT

10.1 Councillor Cheropita - Niagara-on-the-Lake Heritage Trail Committee Community Walk

Councillor Cheropita presented her announcement.

The Lord Mayor permitted the following members to make announcements:

- Councillor Burroughs
- Councillor Vizzari
- Councillor Mavridis
- Councillor Wiens

11. DELEGATIONS

11.1 Agenda Delegations

11.1.1 Ron Clavier - item 17.2 - Councillor Wiens - Public Art

Ron Clavier gave his presentation regarding public art.

Council asked questions about the presentation.

11.1.2 Jessica Ferrari - item 14.2 - Short-Term Rental License Limits, FES-25-006

The Clerk advised the proceedings that the delegation she was not able to attend to present.

11.1.3 Jason Clements, Niagara Holiday Rentals - item 14.2 - Short-Term Rental License Limits, FES-25-006

Jason Clements spoke to Council regarding STR limits.

Council asked questions of the delegate.

11.1.4 Erica Lepp, Rentals Niagara - item 14.2 - Short-Term Rental License Limits, FES-25-006

Erica Lepp spoke to Council regarding STR limits.

Council asked questions of the delegate.

11.1.5 Murray Weaver - item 14.2 - Short-Term Rental License Limits, FES-25-006

Murray Weaver requested to speak to Council in the future about large STR's with pools.

Mr. Weaver indicated he would return at a later meeting.

11.1.6 Al Legal, Niagara on the Lake Bed and Breakfast Association, O/A STAY Niagara on the Lake - item 14.2 - Short-Term Rental License Limits, FES-25-006

Al Legal spoke to Council regarding STR limits.

Council asked questions of the delegate.

11.1.7 Normand Arsenault - item 14.2 - Short-Term Rental License Limits, FES-25-006

Norm Arsenault spoke to Council regarding STR limits.

Council had no questions.

11.1.8 David Levesque - item 14.2 - Short-Term Rental License Limits, FES-25-006

David Levesque spoke to Council regarding STR limits.

Council had no questions.

12. RESPONSE TO DELEGATIONS FROM COUNCIL

Council asked Staff questions about the STR delegations.

The Lord Mayor moved up items 17.2 and 14.2 for consideration under response to delegations.

17.2 Councillor Wiens - Public Art

The Town Clerk read the motion.

Council discussed and asked questions about the motion.

Moved By: Councillor Wiens

Seconded By: Councillor 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 consult with Niagara Pumphouse Arts Centre in development of definitions of "Art" and "Public Art" and amend the current Sign By-law 4586-12 to include these definitions and outline that such visual Art or visual Public Art shall not be considered a sign.

APPROVED

14.2 Short-Term Rental License Limits, FES-25-006

Council discussed and asked questions about the report.

Moved by: Councillor Erwin Wiens

Seconded by: Councillor Wendy Cheropita

That report Short-Term Rental License Limits, FES-25-006 be tabled to later in agenda to allow for the Fire Chief to return from a fire call.

APPROVED

The Fire Chief returned to the proceedings.

Moved by: Councillor Maria Mavridis Seconded by: Councillor Tim Balasiuk

That the report be lifted from the table for discussion.

APPROVED

Moved by: Councillor Andrew Niven

Seconded by: Councillor Wendy Cheropita

That:

- 1. Council **RECEIVE** this report as information, in response to Council's motion requesting, "Staff to pause the issuance of new STR licences until a detailed analysis on what an appropriate limit for STRs across the Town should be, including if maximums should be applied to each urban area."
- Council **DIRECT** staff to draft amendments to the Short Term Rental By-law to limit the Cottage Rental and Villa licenses to the existing 231 licensed properties only and not permit any new properties to replace any expiring licenses.

APPROVED

Moved by: Councillor Wendy Cheropita Seconded by: Councillor Gary Burroughs

That staff meet with interested parties to discuss density limits and village and cottage rental numbers.

Recorded vote requested by Councillor Burroughs

Yea (9): Councillor Tim Balasiuk, Councillor Gary Burroughs, Councillor Wendy Cheropita, Councillor Maria Mavridis, Councillor Sandra O'Connor, Councillor Adriana Vizzari, Councillor Erwin Wiens, Lord Mayor Gary Zalepa, and Councillor Andrew Niven

APPROVED (9 to 0)

13. PRESENTATIONS

13.1 Osarumen Aigbogun, Ministry of Transportation - QEW-Garden City Skyway Bridge Twinning Project

This item was moved to follow item 6 - Closed Session.

14. RECOMMENDATION REPORTS

14.1 Ministry of Transportation (MTO) – Garden City Skyway Bridge Twinning Agreement, OPS-25-001

Council discussed and asked questions about the report.

Moved by: Councillor Maria Mavridis Seconded by: Councillor Gary Burroughs

That:

- Council approve the Town of Niagara-on-the-Lake entering into an agreement with the Ministry of Transportation (MTO) for the Garden City Skyway Bridge Twinning;
- 2. Staff be directed to prepare the necessary By-law to be forwarded to Council for approval;
- 3. The Lord Mayor and Town Clerk be authorized to execute the agreement.

APPROVED

14.2 Short-Term Rental License Limits, FES-25-006

Council discussed and asked questions about the report.

Moved by: Councillor Erwin Wiens

Seconded by: Councillor Wendy Cheropita

That report Short-Term Rental License Limits, FES-25-006 be tabled to later in agenda to allow for the Fire Chief to return from a fire call.

APPROVED

Moved by: Councillor Maria Mavridis Seconded by: Councillor Tim Balasiuk

That the report be lifted from the table for discussion.

APPROVED

Moved by: Councillor Andrew Niven

Seconded by: Councillor Wendy Cheropita

That:

- 3. Council **RECEIVE** this report as information, in response to Council's motion requesting, "Staff to pause the issuance of new STR licences until a detailed analysis on what an appropriate limit for STRs across the Town should be, including if maximums should be applied to each urban area."
- 4. Council **DIRECT** staff to draft amendments to the Short Term Rental By-law to limit the Cottage Rental and Villa licenses to the existing 231 licensed properties only and not permit any new properties to replace any expiring licenses.

APPROVED

Moved by: Councillor Wendy Cheropita Seconded by: Councillor Gary Burroughs

That staff meet with interested parties to discuss density limits and village and cottage rental numbers.

Recorded vote requested by Councillor Burroughs

Yea (9): Councillor Tim Balasiuk, Councillor Gary Burroughs, Councillor Wendy Cheropita, Councillor Maria Mavridis, Councillor Sandra O'Connor, Councillor Adriana Vizzari, Councillor Erwin Wiens, Lord Mayor Gary Zalepa, and Councillor Andrew Niven

APPROVED (9 to 0)

14.3 Customer Relationship Management (CRM) Software Procurement, CAO-25-020

Council asked questions and discussed the report.

Moved by: Councillor Maria Mavridis Seconded by: Councillor Erwin Wiens

That:

- Council approve the procurement of the MuniPaaS Customer Relationship Management (CRM) solution powered by Salesforce, utilizing the Ontario Government's Vendor of Record (VOR) program.
- 2. Council directs staff to proceed with finalizing an agreement with MuniPaaS/Salesforce for CRM implementation.

APPROVED

14.4 Voting Methods for the 2026 Municipal and School Board Elections, CAO-25-021

Council asked questions and discussed the report.

The Lord Mayor divided the recommendations into two motions.

Moved by: Councillor Erwin Wiens

Seconded by: Councillor Andrew Niven

Recorded vote requested by Councillor O'Connor.

That:

- 1.3 Council authorizes internet voting as an alternative voting method for the 2026 Municipal and School Board Election; and,
- 1.4 Council directs Staff to prepare the necessary By-law to authorize the use of internet voting as an alternative voting method.
- Yea (6): Councillor Tim Balasiuk, Councillor Maria Mavridis, Councillor Adriana Vizzari, Councillor Erwin Wiens, Lord Mayor Gary Zalepa, and Councillor Andrew Niven
- Nay (3): Councillor Gary Burroughs, Councillor Wendy Cheropita, and Councillor Sandra O'Connor

APPROVED (6 to 3)

Moved by: Councillor Gary Burroughs Seconded by: Councillor Tim Balasiuk

That:

- 1.1 Council receives report CAO-25-021, "Voting Methods for the 2026 Municipal and School Board Elections" for information;
- 1.2 Council authorizes in-person ballot voting using vote tabulators as the primary voting method for the 2026 Municipal and School Board Election;

APPROVED

Moved by: Councillor Wendy Cheropita Seconded by: Councillor Maria Mavridis That accordance with section 4.1 of the Procedural Bylaw Council extend beyond 10:00 p.m. to allow the completion of the agenda.

Requires a 2/3 majority.

APPROVED

14.5 Urban Design Review Panel – DRAFT Terms of Reference, CDS-25-081

Council recessed at 9:57 p.m. and reconvened at 10:09 p.m.

Councillor Cheropita left the meeting and joined virtually.

Council discussed and asked questions about the report.

Moved by: Councillor Erwin Wiens Seconded by: Councillor Tim Balasiuk

That:

- Council ENDORSE the DRAFT Terms of Reference for the Urban Design Review Panel; and
- 2. Council **DIRECT** Staff to initiate the process to select members for the Panel.

APPROVED

15. INFORMATION REPORTS AND INFORMATION ITEMS

15.1 2025 Final Tax Rates and Waste Management Levy - CS-25-009

Moved by: Councillor Maria Mavridis Seconded by: Councillor Tim Balasiuk

That item 15.1 - 2025 Final Tax Rates and Waste Management Levy - CS-25-009 be received.

APPROVED

16. COMMITTEES OF COUNCIL MINUTES

- 16.1 Municipal Heritage Committee Minutes May 7, 2025
- 16.2 Committee of Adjustment Minutes March 20, 2025

- 16.3 CAO Recruitment Committee Minutes May 1, 2025
- 16.4 CAO Recruitment Committee Closed Session Meeting Minutes May 1, 2025 (circulated separately to remain private and confidential)
- 16.5 CAO Recruitment Committee Minutes May 9, 2025
- 16.6 CAO Recruitment Committee Closed Session Meeting Minutes May 9, 2025 (circulated separately to remain private and confidential)

Moved by: Councillor Maria Mavridis Seconded by: Councillor Gary Burroughs

That the minutes of the following meetings be approved:

- Municipal Heritage Committee Minutes May 7, 2025
- Committee of Adjustment Minutes March 20, 2025
- CAO Recruitment Committee Minutes May 1, 2025
- CAO Recruitment Committee Closed Session Meeting Minutes May 1, 2025 (to remain private and confidential)
- CAO Recruitment Committee Minutes May 9, 2025
- CAO Recruitment Committee Closed Session Meeting Minutes May 9, 2025 (to remain private and confidential)

APPROVED

17. MOTIONS

17.1 Councillor Burroughs - Delegations

The Town Clerk read the motion.

Council discussed and asked questions about the motion.

Moved by: Councillor Gary Burroughs

Seconded by: Councillor Sandra 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 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.

DEFERRED

Moved by: Councillor Sandra O'Connor Seconded by: Councillor Gary Burroughs

That the motion be deferred to next Council and amended to add clarity.

APPROVED

17.2 Councillor Wiens - Public Art

This item was lifted and discussed under item 12 - Response to Delegations from Council.

18. NOTICE OF MOTION

There were none.

19. BY-LAWS

- 19.1 By-law 2025-031 2025 Final Tax Rates
- 19.2 By-law 2025-032 Short-Term Rental By-law
- 19.3 By-law 5334C-25 AMPS Non-Parking By-Law STR Amendment
- 19.4 By-law 500WW(1)-25 747 and 795 East and West Line (ZBA-19-2024)
- 19.5 By-law 2025-033 209 Simcoe Street
- 19.6 By-law 2025-034 217 Simcoe Street
- 19.7 By-law 2025-035 Niagara Region Fee Subsidy
- 19.8 By-law 2025-036 Council Proceedings May 27, 2025

Moved by: Councillor Erwin Wiens Seconded by: Councillor Andrew Niven

That leave be given to introduce:

- By-law 2025-031 2025 Final Tax Rates
- By-law 2025-032 Short-Term Rental By-law
- By-law 5334C-25 AMPS Non-Parking By-Law STR Amendment
- By-law 500WW(1)-25 747 and 795 East and West Line (ZBA-19-2024)
- By-law 2025-033 209 Simcoe Street
- By-law 2025-034 217 Simcoe Street
- By-law 2025-035 Niagara Region Fee Subsidy
- By-law 2025-036 Council Proceedings May 27, 2025

And that the same be considered read a first, second and third time and passed this 27th day of May, 2025.

APPROVED

20. ADJOURNMENT

Moved by: Councillor Gary Burroughs Seconded by: Councillor Tim Balasiuk

That this Council adjourn at 10:24 p.m. to the next regular meeting of the Committee of the Whole - Planning Meeting on June 3, 2025, and if a special meeting is required, it will be held at the call of the Lord Mayor.

APPROVED



Lord Mayors Report – June, 2025 Lord Mayor Gary Zalepa

June 2025

June 2 – We hosted the Pride flag raising at Town Hall with Pride Niagara.

June 2 – Niagara College announced a transformative \$4 million bequest from the estate of long-time supporter Norris Walker, the largest estate gift in the College's history. I had the opportunity to be at the Daniel J. Patterson Campus for this special announcement.

June 4 – Tourism NOTL invited me to participate in a Tourism Broadcast with Nicholas Picholas from Kiss 98.5. Nicholas is a proud dual citizen who spotlighted the many reasons American Visitors should explore Niagara-on-the-Lake this season. The taping was at the Queens Royal Park Gazebo, with several other taping sites throughout the Town with other members of our business community. The broadcast aired on June 13, 2025.

June 5 - I joined Steph Vivers for a live broadcast to address concerns around changes in the Town's Tourism Strategy, specifically the shift from "wine country" to "food and wine" in the vision statement. I clarified that this wording broadens our tourism narrative, but wine remains central to our identity, and we continue to support our Destination Marketing Organization and tourism partners in using "wine country" in their marketing efforts.

June 6 - I had the pleasure of meeting with a group of retired Canadian Tire Dealers during their annual gathering at the Prince of Wales Hotel. I was invited by Jim Ryan, our NOTLHyro Chair to speak about the Town's history and to help welcome the group to our community. Many attendees shared their appreciation for how our Town has managed to retain its heritage charm while embracing modern amenities.

June 7 - I attended the Fire Recruitment Graduation Ceremony in Niagara-on-the-Lake, celebrating the achievements of 10 new graduates joining our local fire services. It was an honour to recognize their dedication, training, and commitment to serving and protecting our community.

June 7 – The Niagara-on-the-Lake Public Library hosted a well-attended celebration marking its 225th anniversary. As part of the festivities, I had the honour of presenting a plaque on behalf of Council to Library Board Co-Chair Daryl Novak, recognizing this significant milestone. The event also featured a storytime with the children, the NOTL Museum, a bouncy castle, popcorn, Dog Man, and more.



Lord Mayors Report – June, 2025 Lord Mayor Gary Zalepa

June 7 - I participated in the community walk along the Heritage Trail in celebration of International Trail Day. The event was led by local Special Olympics World Games medalists Carter Simpson and Ewen Barclay. I had the privilege of walking alongside them as we completed the trail together.

June 8 - I attended the annual Polish Pilgrimage held at St. Vincent de Paul Catholic Church and the adjacent Haller Army Cemetary. The pilgrimage is a longstanding tradition that brings together members of the Polish-Canadian-American community for a day of faith, remembrance, and cultural celebration. I was joined by Poland's Ambassador to Canada, and a member of the US Congress.

June 11 – Together with Deputy Lord Mayor Wiens and Ashleigh Myers, Government Relations, Economic Development, and Tourism Officer, we attended a provincial announcement held at 450 Eastchester Ave E. in St. Catharines regarding the next phase of the Garden City Skyway Expansion project. The twinning of the skyway will bring long-term benefits to Niagara-on-the-Lake by enhancing transportation efficiency, supporting the movement of goods and visitors, and strengthening economic connectivity throughout the Greater Golden Horseshoe.

June 13 - I took part in a podcast hosted by Craig Swanson from Arterra Canada, focused on what makes Niagara-on-the-Lake a unique and dynamic destination. The conversation highlighted our vibrant food, wine, and hospitality scene and offered a chance to share how these experiences contribute to NOTL's appeal as a place to live, work, and visit, particularly for a younger audience discovering the region.

June 14 - I attended the Niagara Ride for Dad, which began at the Royal Canadian Legion Branch #124. This annual motorcycle ride supports prostate cancer research and awareness. Congratulations to local resident Mat King who organizes the Niagara ride.

June 14 - I participated in the United Empire Loyalist flag raising ceremony at the cenotaph on Queen Street to mark the beginning of UEL Week. As part of the commemoration, I presented the official proclamation on behalf of the Town, declaring the week as United Empire Loyalist Week in Niagara-on-the-Lake.

June 16 – One of my favourite annual events, the Strawberry Social, brought together 350 members of our senior community for a time of connection, music, and delicious local strawberries. It was a pleasure to spend time with residents and celebrate their contributions to our community. Volunteers also delivered 115 meals to residents in long term care homes in Town.



Lord Mayors Report – June, 2025 Lord Mayor Gary Zalepa

June 18 – Together with Staff, we welcomed a grade 5 and 7 class from St. Michael Catholic School to Town Hall for a mock council meeting and a tour of the building. This experience offers students a hands-on experience with how municipal government works. Engaging young people in this way helps spark their interest in civic life and encourages future involvement.

June 20 – I attended a tour at the Landscape of Nations in Queenston Heights to recognize National Indigenous Day, lead by Amanda Gamble, Friends of Fort George.

June 21 – I attend Smugglers Cove Boat Club for their annual sail past. Conratulations on their launch of their 76th season.

Special Announcement

Over the past month, and especially during events such as the Library's 225th Anniversary celebration, the Strawberry Social, and the Heritage Trail Walk, I was moved by the many residents and visitors who took a moment to express their appreciation for the path our Town is moving. In this role, it's easy to get caught up in the challenges and criticism that come with public service. But standing among our neighbours during these special moments, hearing their kind words and appeciation for the hard work of our staff and Council, is a powerful reminder of all the good happening around us. Thank you to everyone who continues to show up, support one another, and contribute to making our community stronger every day.

_

From: <u>no-reply@web-response.com</u> on behalf of <u>Town of Niagara-on-the-Lake</u>

To: <u>Clerks</u>

Subject: Webform submission from: Delegation Request Form

Date: January 5, 2024 10:39:24 AM

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

Submitted on Fri, 01/05/2024 - 10:39

Submitted by: Anonymous

Submitted values are:

Information

Name

Dara Jones on behalf of Chair April Jeffs and CEO David Adames Darla Jones on behalf of Chair April Jeffs and CEO David Adames

Organization Name

The Niagara Parks Commission

Address

7400 Portage Road Niagara Falls. L2E 6T2

Email Address

dajones@niagaraparks.com

Telephone Number

Office: +1 905-356-2241

Presentation

Agenda Delegation

Non Agenda Delegation

Topic

I have never spoken on this issue before

The key points of my presentation are as follows:

For the Chair and CEO of The Niagara Parks Commission to provide a PowerPoint presentation respecting Niagara Parks' 2024 updates, initiatives and projects for council's

information. Requesting to present at the April Council meeting.

Terms

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

Meeting Time

I wish to appear before:

Council

Date

Fri, 04/05/2024 - 00:00

Presentation Requirements

Do you have a presentation?

No

I agree

Yes

Delegation

I will be appearing:

In person

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

Yes

I acknowledge I have 10 minutes to delegate

Yes

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

Yes

In point form, provide an overview of what points you will be speaking to:

Niagara Parks Commission updates for 2024 - projects and initiatives

Do you require accessible accommodation to participate:

No

Privacy Disclaimer

I have read and understand the above Privacy Disclaimer.

Yes



Niagara Parks Update

Town of Niagara-on-the-Lake

Presentation by Chair Bob Gale and CEO David Adames









Niagara Parks

- Founded in 1885
- Operates under the Niagara Parks Act
- Two founding principles:
 - Niagara Parks would never be a burden to the taxpayers of Ontario
 - Niagara Parks would as much as possible, be free to enjoy
- Board-governed operational enterprise under the Ministry of Tourism, Culture and Gaming
- 12 Member Board: Chair: Bob Gale; Vice-Chair Graham Coveney; Town of NOTL is represented by Deputy Lord Mayor Erwin Wiens
- **Mandate:** To be the environmental and cultural stewards of the Niagara River Corridor
- Vision: To be one of the most spectacular parks in the world



Operations and Funding

- One of the region's largest employers; 2,000 projected headcount for this year; \$70+ million payroll.
- Operating budget covers payroll, operating expenses to run its revenue-producing operations and key operational projects.
- Capital budget covers investments into deferred maintenance and strategic capital projects to enhance Niagara Parks' visitor experiences.
 - \$175 million worth of deferred maintenance across Niagara Parks sites
 - Major capital projects for 2025-26:
 - Opening brand-new attraction at Table Rock Centre, Niagara Takes Flight









Environmental Stewardship

- Audubon Cooperative Sanctuary Program Certification at Legends on the Niagara
- MOU's with Brock University, Forests Ontario and Canadian Wildlife Federation
- Collaboration with Vineland Research and Innovation Centre
 - New soil analysis program to enhance tree planting efforts
- Niagara College Ecosystem Restoration Program
- Invasive Species Management Strategy
 - Annual Prescribed Burn Program
- Develop alternative shoreline protection strategy for the breakwall to improve the resiliency of the shoreline and adjacent parklands
- Improvements to Visitor Experience and Ecology at Dufferin Islands















Environmental Stewardship

- Environmental Stewardship Action Plan 2020-2030
- Gonder's Flats
 - Niagara's largest wetland restoration site
 - Green Grazers: Sustainable land management strategy using goats from a local farm
 - Next steps: adding interpretation to improve public use and understanding of the site
- Coastal Wetland Restoration
 - Targeting 75% of shoreline to be covered in native vegetation to prevent erosion, provide wildlife habitat and improve water quality
- Chippawa Grassland Bird Habitat Project
 - Restored grassland habitat has seen the return of both the Bobolink and Eastern Meadowlark
- Urban Forestry Management Strategy
 - Community Tree Planting Day held in Fort Erie (2023, 2024)
- Pollinator Garden Route
 - 12 gardens across Niagara Parks that support pollinator species



Cultural Stewardship

- Heritage Sites
 - Old Fort Erie
 - Mackenzie Printery
 - Laura Secord Homestead
 - McFarland House
 - Landscape of Nations Memorial
- Special events (Valour and Victory Indigenous Veterans Ceremony, Chippawa Battlefield Ceremony, Siege of Old Fort Erie Battle Reenactment National Day for Truth and Reconciliation)
- Partnership with TD Niagara Jazz Festival
 - Flagship event at Oakes Garden Theatre
- Explore the Niagara collaborative initiative with Parks Canada and bordering municipalities
 - Highlight sites, experiences, events related to themes of Black History, Indigenous culture, nation-building, nature & gardens, active living
- Published Landscape of Nations: Beyond the Mist, a new book that provides an unprecedented exploration of Indigenous presence in Niagara.

NIAGARA PARKS









Tourism Landscape

- Niagara Parks is closely monitoring internal key performance indicators (sales performance, web traffic, online store) as well as external research and data to understand potential shifts in tourism activity as a result of geopolitical tensions.
- The US is an exceptionally important market for Niagara Parks.
- Spending summary for 2024-25 at Niagara Parks:
 - 42% Domestic
 - 42% US
 - 16% International
 - Avg \$55 per transaction for US guests vs \$34 for domestic.
- Additional domestic flight capacity, including daily flights into Hamilton.
- Strength of US dollar anticipated to mitigate some potential impacts to US travel sentiment to Canada, while further motivating Canadians to travel domestically.
 - US spending at Niagara Parks was down to start the year, but we are seeing growth in online sales and web traffic.
 - Promising growth in both domestic and especially international spending that has offset any losses from the US market.









Niagara Parks Response

- Niagara Parks continues to promote a positive and welcoming message to all guests, including proactive messaging specifically for guests traveling from the US.
- At the same time, Niagara Parks is leveraging its experiences and offerings that are uniquely Canadian.
 - Bucket-list worthy experiences that should be included in anyone's Canadian travel plans
 - Focus on recent investments to improve the guest experience at Table Rock Centre, Niagara Parks Power Station + Tunnel and NEW Attraction opening
 - New Friendship Arch sculpture installed at Table Rock to promote guest engagement and activation of the space.
 - Feast ON certification at restaurants, support of local food and drink
 - Local products in retail stores
 - Connection to Canadian themes, patriotism, history and nation-building
- Continue to nurture international markets including through in-market representation in the UK, Germany and Mexico.
- Align messaging with Destination Canada, Destination Ontario and other key tourism organizations.













Capital Projects

2025 Highlights

North Parks (Niagara-on-the-Lake): \$3.5 million within capital budget

- New Tennis and Pickleball Courts at Queenston Heights Park
 - Upgrades include new retail store and updated public washrooms
 - Courts open for play as of June 21
 - Online booking system including single-use and season's passes
- Niagara River Recreation Trail Pedestrian bridge replacement (Line 3)
 - Full replacement of aging bridge structure completed in May
- Niagara River Recreation Trail upgrades near Brown's Point
 - Popular section of the rec trail replaced due to issues with tree roots under the asphalt and reported trips and falls in the vicinity.
- · Upgrades at Whirlpool Golf Course
 - Restoration plan to bring course closer to the original Stanley Thompson design
 - New irrigation system, enhancements to cart paths and parking lot
 - New Whirlpool Pub & Lounge



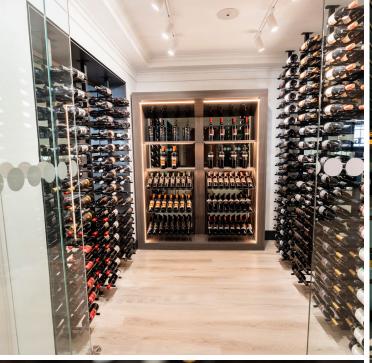
Queenston Courts

- New tennis and pickleball courts now open at Queenston Heights Park as of June 21.
- Final upgrades continuing over next few weeks (shade structures, wind screens, completion of new public washrooms).
- Bookings can be made online and in-person (first-come, first-serve).
- Single-use and season passes available.
- niagaraparks.com/courts





NIAGARA PARKS Page 51 of 265









Connections and Collaborations

- **WEGO Transit Service**
 - Seasonal shuttle service to NOTL
 - Connects guests traveling into Niagara via GO **Transit**
- Table Rock Bistro + Wine Bar
 - Promotes Niagara's wine story to the global audience that visits Table Rock Centre
 - Guests from 169 different countries visited Niagara Parks last year.
 - Carries over 60 VQA wines from 35 Niagara wineries
 - Hosts wineries and breweries for featured tasting events on summer weekends
- Partnership with Niagara College
 - Joint initiatives with School of Hospitality (NOTL Campus) 11



Connections and Collaborations

- Explore the Niagara collaboration to promote trip-planning experiences that celebrate Indigenous and Black history, nation-building, active living and nature.
- Heritage Trail Pass includes admission to Niagara Parks heritage sites and Parks Canada sites Fort George and Brock's Monument.
- McFarland House
 - Heritage site also offers afternoon tea service.
 - Annual participation in NOTL Rotary Holiday House Tour (decorated by Garden Club of Niagara)









Benefits to Local Residents

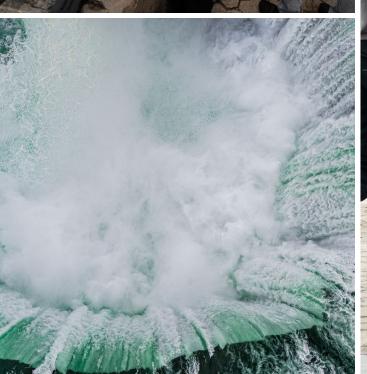
- Numerous economic, social, cultural, environmental benefits for local residents.
- Free parks, garden spaces, nature trails including the 53-km Niagara River Recreation Trail
 - Free parkettes along the Niagara Parkway (outside of core tourism area)
- Free programming and special events
 - \$50 annual parking pass and annual attraction passes geared toward local residents
 - Annual Winter Festival of Lights
 - Past host-site of Niagara Falls annual New Year's Eve celebration
 - Falls Fireworks Series















Coming Soon: New Attraction Opening

- On August 29, Niagara Parks will open Ontario's newest must-see attraction, *Niagara Takes Flight: A Soaring Adventure*.
- Only the second flyover experience to open in Canada.
- \$25 million investment from Niagara Parks earned revenue.
- Replacement of a previous attraction (Niagara's Fury) that had reached the end of its lifecycle.
- Niagara Parks' new attraction will feature dynamic pre-show areas with Indigenous storytelling and famous moments in popular culture.
- Working with industry leaders Brogent Technologies, FORREC attraction consultants, Great Lakes Scenic Studios and Nova film productions.
- Experience will take guests on a soaring adventure across breathtaking landscapes, epic battle scenes, lush gardens and rolling vineyards.
 - State-of-the-art drone footage will offer views of Niagara Falls, the Niagara Gorge and Niagara Whirlpool like never before.









Redevelopment of Toronto Power

- Niagara Parks is proud to have received approval from the Government of Ontario for the upcoming redevelopment of the historic Toronto Power Generating Station by Pearle Hospitality.
- Construction planning is now underway.
 - Roof rehabilitation work
 - Coffer dam will be required for riverside construction (window from DFO beginning in July)
- Toronto Power Hotel will become Niagara Parks' newest tenant while ownership of the lands will remain with the Commission.
- Highlights of the redevelopment plan:
 - Several free indoor and outdoor public viewing areas
 - Niagara Falls' first five-star boutique accommodation
 - Free public art gallery and museum
 - Theatre space
 - Variety of culinary options (restaurants, cafe, bars and lounges, craft brewery)
- The new Toronto Power Hotel will elevate the entire destination of Niagara Falls, attracting a new higher-end market, while also providing numerous benefits for local residents.









Sustainable Tourism Growth

- Over the last few years, Niagara Parks has been challenged with managing increasing volumes of vehicles and pedestrians within a small geographic area by the Falls (Queen Victoria Park).
 - 4.5 km from Kingsbridge Park to Oakes Garden Theatre
- With new and improved experiences coming online, visitation has continued to grow, with more planned in the next few years:
 - Niagara Parks Power Station (2021)
 - Niagara Takes Flight attraction (2025)
 - \$220 million private-sector redevelopment of Toronto Power (2028)
- Table Rock door counters measure between 35,000 and 40,000 people during peak days in the summer.
- Congestion at the Falls impacts the guest experience; limiting movement and detracting from the visual beauty.
- Niagara Parks Police Service regularly implements road closures to protect public safety.
 - Road closure zone: Clifton Hill to Fraser Hill
 - Peak holiday weekends roads are closed Saturday and Sunday beginning at 7pm

16



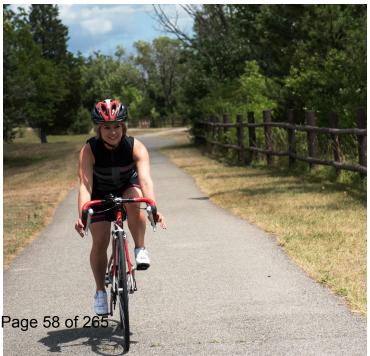
Sustainable Tourism Growth

- **Vision:** strengthen the visitor experience, create a buffer between pedestrian areas and the noise/distraction of vehicular areas.
- Through a phased approach, Niagara Parks will be implementing changes within Queen Victoria Park to establish a more walkable/cycle-friendly and parklike experience.
 - Following Parkway resurfacing (April 22-May 9), additional temporary jersey barriers were installed to expand the pedestrian walkway from Murray Street to Clifton Hill.
- Prioritize access based on the following hierarchy that can best accommodate increased visitor volumes and generate revenues:
 - Pedestrians / Niagara River Recreation Trail connectivity
 - WEGO bus system
 - Private shuttles
 - Private vehicles

Examples:

- Preliminary: flexible interventions like paint and barriers
- Long-term: permanent changes to pedestrianize Queen Victoria Park, while maintaining WEGO bus and emergency access









Niagara Parks Foundation

- The Niagara Parks Foundation was launched in the spring of 2022.
- A registered charity governed by a Board of Directors established to support and advance the environmental and cultural stewardship initiatives of Niagara Parks

2024 Highlights

- Completed year two of three-year project to support stewardship work at Dufferin Islands (\$400,000 investment by TD Bank)
- Over \$40,000 raised through Toonies for Trees program for tree planting (7,351 trees planted across Niagara Parks in 2024)
- Supported the launch of a new Indigenous audio tour at the Niagara Glen, Rekindling All Our Relations

















Trees for Life Grant \$70,000

- Niagara Parks Foundation's Toonies for Trees point-ofsale donation program has steadily grown, raising over \$40,000 in 2024.
- The Niagara Parks Foundation is grateful to receive a grant through Trees for Life that will match \$70,000 toward tree planting in 2025-26 (estimated 5,000 trees).
- This will help the program's impact extend even further to support tree planting at Niagara Parks.
- In 2024, 7,351 trees were planted across Niagara Parks properties.
 - Funds raised through Toonies for Trees supported the parks in exceeding the annual tree planting goal by over 50%.





Niagara Community Foundation \$20,000

- The Foundation is proud to receive \$20,000 in funding from the Niagara Community Foundation's 2025 Environmental Grant.
- The funding will support restoration work along the moraine including the removal of invasive species and planting over 7,500 native plants.

Announcement from NCF here









Coming Soon:The Children's Garden at Niagara Parks

- Niagara Parks is collaborating with the Niagara Parks Foundation to build Niagara's first Children's Garden at the Botanical Gardens.
- Two-acre garden space filled with interactive nature-based play areas inviting children of all ages and abilities to connect with nature in a safe environment.
- Concept designs have been prepared and we are currently in the research and development phase:
 - Focus groups with local educators and faculty from Brock University
 - Royal Oak School consulted in Feb 2025
 - Activation with children and families during March Break
 - Public engagement survey available online
 - Consulting and engaging with Indigenous communities
 - Groups/organizations to inform accessibility and inclusion considerations





Questions and Comments

Thank you for your time today. We welcome any questions and/or comments about today's presentation!



REPORT #: CAO-25-026 **COMMITTEE DATE**: n/a

DUE IN COUNCIL: 2025-06-24

REPORT TO: Council

SUBJECT: Niagara District Airport Master Plan Public Information Session Comments

1. RECOMMENDATION

It is respectfully recommended that:

1.1 Council **RECEIVES** this report and **DIRECTS** Staff to submit comments to the Niagara District Airport CEO and Commission as outlined in this report.

2. EXECUTIVE SUMMARY

- The Niagara District Airport is currently undertaking a 2025-2045 Airport Master Plan.
- Public Information Sessions were held on May 7, 2025 to gather input from the public on the process, opportunities, future of the airport, land use and compatibility considerations, and alignment with the airport's strategic plan.
- Comments on the materials have been requested by July 7, 2025. Comments will be considered through the Draft and Final Master Plan.
- The Public Information Session panels, attached as Appendix I, have been reviewed by staff and comments summarized within this report. Staff recommend that the comments, as well as any additional input from Council, be forwarded to the CEO of the Airport and the Commission to be forwarded the study team for consideration.

PURPOSE

The purpose of this report is to provide information to Council on the Public Information Session held on May 7, 2025, regarding the Airport Master Plan 2025-2045 (AMP). Comments on the material presented have been summarized throughout the report.

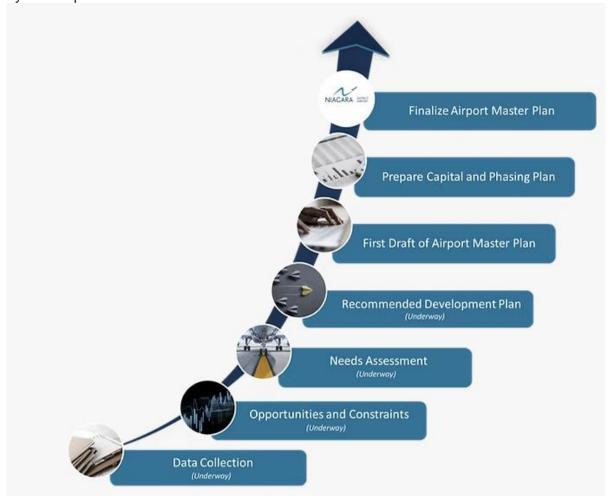
4. BACKGROUND

The Niagara District Airport is an important asset to the community, providing increased opportunities for connectivity. In recent years, the Airport has undergone a number of projects to plan and position itself for the future. Its Strategic Plan 2023-2026 set a plan for short term and long term goals to meet the vision of becoming an indispensable aviation gateway. The priorities set out a plan which included advocacy for funding, alignment with partners, enhancing analytic collection, and opportunities to improve the asset.

As part of the asset priority, the Airport initiated the Niagara District Airport 2025 - 2045 AMP. The intent of the AMP is to provide a development vision for the next 20 years, including a road map for improvement requirements and airside development, and assessing the

opportunities and constraints, to deliver an approach for infrastructure and facility improvements.

As identified through the Public Information Session, the following process has been initiated by the Airport:



Source: Home | CYSN Airport Master Plan website.

Throughout the process, the study will collect data to support identifying opportunities and constraints, as well as an activity forecast to anticipate future conditions and evaluation of options. A needs assessment is also underway to determine the infrastructure, facility, land and other requirements to assess the concepts for a phased approach to airport growth and development. The result is a recommended airport development plan, and a Land Use Plan is developed based on it.

The first draft of the Airport Master Plan is being prepared, followed by the 20-year capital and phasing plan to guide development priority and estimate costs required to undertake such development. With input from the engagement and interested parties, the Airport Master Plan final draft is completed.

5. DISCUSSION / ANALYSIS

Staff attended the Airport Master Plan Public Information Session to better understand the proposed long-term direction of the Niagara District Airport, including timelines and the approval process. Based on the information shared to date, Staff have identified several potential opportunities and constraints that may be relevant for Council's consideration.

Should Council endorse this report, it is recommended that the comments outlined below be submitted to the Niagara District Airport team for consideration in the development of the draft and final Master Plan documents.

1. Potential Runway Closure

The proposed closure of the crosswind runway has been identified in the Stage 1 and Stage 2 redevelopment scenarios. This closure may create opportunities to lessen or remove restrictions related to building heights, unlocking developable land within the Council-approved Glendale Secondary Plan. This potential is contingent on the outcome of the Airport Zoning Regulation (AZR) review and its impact on land use compatibility and restrictions.

2. Runway Expansion

The proposed extension of the primary runway from 5,000 feet to 7,500 feet introduces a number of complexities. These include potential conflicts with existing municipal road infrastructure and the possible need for land acquisition or expropriation. Further technical and land use analysis will be needed to fully understand the implications. It should be noted that the AZR will be reviewed in both scenarios (runway closure and runway expansion) to ensure that the appropriate regulations are in place to protect for the long-term operation of the Airport.

3. Airside Development

Proposed new airside development may present a possible opportunity to attract aerospace and aviation-support businesses to the area. However, clarification is required regarding the intended use and nature of the proposed buildings. Additional detail is expected as part of the upcoming Economic Impact Assessment.

4. Economic and Employment Growth

The modernization of the airport may provide significant economic development opportunities, including direct and indirect job creation in aviation, logistics, hospitality, and supporting services. This aligns with regional objectives to foster innovation and employment in Niagara and would support growth in our local employment sectors.

5. Tourism and Destination Development

The modernization and strategic growth of Niagara District Airport present a significant opportunity to support and enhance tourism across Niagara-on-the-Lake and the broader Region. Improved access to the community by air has the potential to attract higher-spending overnight visitors, support shoulder- and off-season visitation, and facilitate more seamless group and package travel experiences, all of which are key pillars of the Town's Tourism Strategy.

Specifically, the Airport Master Plan aligns with several goals in the Tourism Strategy, including:

- **Diversifying Access to Niagara-on-the-Lake**: Reducing sole reliance on vehicular travel along the congested QEW corridor, particularly during weekends and peak season, enhances the visitor experience and supports transportation resilience.
- Attracting Value-Aligned Visitors: Enhanced connectivity opens the door to target
 markets that align with Niagara-on-the-Lake's tourism brand, including cultural, culinary,
 and experiential travelers.
- **Supporting Sustainable Growth**: Encouraging air-based travel options can contribute to destination management objectives by dispersing visitor volumes and reducing road congestion, particularly in the historic Queen-Picton area.

As a gateway to the Region, a modernized airport could also serve as a welcome centre or connection point that reinforces NOTL's unique identity, supports local operators through coordinated travel itineraries, and enhances the overall visitor economy.

Staff recommend that final iteration of the Airport Master Plan be integrated with the Tourism Strategy to actively explore joint initiatives to leverage the airport as a key enabler of sustainable tourism development.

6. Connectivity

Enhanced air access through a modernized Niagara District Airport offers meaningful potential to improve connectivity and address long-standing transportation challenges for Niagara-on-the-Lake. At present, visitor and resident access to the community is heavily reliant on the QEW corridor from the Greater Toronto and Hamilton Area (GTHA), which is frequently congested and unpredictable, particularly on weekends and during peak tourism seasons.

The Airport Master Plan introduces an opportunity to integrate air travel into a broader multimodal transportation network that better connects Niagara-on-the-Lake to the rest of the region, province and beyond. This includes:

- Transit-Supportive Development: Improved airport infrastructure could complement future investments in local and regional transit services, including connections to GO Transit, Niagara Regional Transit, and inter-municipal shuttle systems.
- **Enhanced Travel Options**: For both visitors and residents, direct air access offers a more flexible and efficient option for reaching key destinations, including major urban centres, academic institutions, and cross-border locations.
- Support for Sustainable Transportation Goals: Reducing vehicle dependency aligns with the Town's environmental objectives and climate lens by encouraging the use of shared or alternative transportation modes.

Staff recommend continued advocacy for seamless integration between the airport and existing transit systems, the future transit hub, and collaboration with regional transportation agencies to ensure that future investments prioritize equitable and sustainable mobility.

7. Research, Innovation, and Strategic Investment

While the Niagara District Airport is not envisioned as a cargo hub, it is important not to overlook the broader economic opportunities that can be enabled by enhanced aviation infrastructure. In particular, there is potential to attract corporate head offices, specialized firms, and anchor institutions that value regional access, connectivity, and prestige associated with proximity to a modernized airport.

There is also strong potential to explore synergies between airport development and the research and innovation ecosystem, particularly in areas such as:

- Aviation and aerospace technology;
- Advanced transportation systems and logistics;
- Green mobility and sustainable infrastructure.

Strategic partnerships with post-secondary institutions, research centres, and private-sector innovators should be actively pursued as part of future phases of engagement. These collaborations could position the airport precinct as a hub for innovation-led economic development, further enhancing the Town's competitiveness and capacity for job creation.

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 a) Economic Development

Pillar

2. Good Governance

Priority

2.3 Advocacy & Government Relations

Action

2.3 a) Advocacy Strategies

Pillar

2. Good Governance

Priority

2.3 Advocacy & Government Relations

Action

2.3 b) Government Relations

7. OPTIONS

- 7.1 **Option 1:** Support Staff's review of Airport Master Plan information, provide any additional input, and direct Staff to submit comments to Niagara District Airport 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 consider the long-term financial implications of the recommendations of the Airport Master Plan, the Province's Feasibility Study funding announcement, and other funding or grant opportunities.

Of note, the Niagara District Airport is encouraged by the recent provincial budget, which highlights "Supporting Destination Niagara" and includes a study to improve air access to the region. The study will assess opportunities and demand for air travel to Niagara, and examine how existing infrastructure, including airports, can be utilized.

9. ENVIRONMENTAL IMPLICATIONS

There are no direct environmental implications associated with this report. Town Staff will continue to monitor the future implementation with regard to environmental impacts.

10. COMMUNICATIONS

There is no notification requirement associated with this report. Following the Council's receipt of this report, a letter will be prepared with the Town's comments to the Airport. The final letter will be provided to Council in a future information package.

11. CONCLUSION

The Airport Master Plan presents a range of opportunities and constraints that could significantly impact Niagara-on-the-Lake's economic development, tourism growth, transportation network, and land use planning. While certain elements, such as runway expansion and airside development, require further clarification, the overall direction aligns with several of the Town's strategic priorities and emerging opportunities in innovation and connectivity.

Staff recommend that Council endorse the submission of the comments outlined in this report to the Niagara District Airport team, ensuring that the Town's perspective is incorporated into the draft and final versions of the Master Plan.

Town Staff appreciate the opportunity to review the information, participation in the engagement, and provide this summary of comments. The Town recognizes the Airport as an important asset in the community and look forward to ongoing opportunities to contribute to this project.

12. PREVIOUS REPORTS

N/A

13. APPENDICES

• Appendix I – Public Information Session Information

Respectfully submitted:

Prepared by:

Ashleigh Myers Government Relations, Economic Development and Tourism Officer Prepared by:

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

Recommended and Submitted by:

Bruce Zvaniga

Chief Administrative Officer (Interim)





Niagara District Airport (CYSN)



2025 - 2045 Airport Master Plan Public Information Session

Session 1: 3:00-5:00pm

Session 2: 6:00-8:00pm

Date | May 7, 2025

NIAGARA DISTRICT AIRPORT

Agenda



- 1. Introductions
- 2. Purpose of an Airport Master Plan
- 3. Alignment with the Airport's Strategic Plan
- 4. Niagara District Airport Today
- 5. The Master Planning Process
- 6. Air Service Opportunities
- 7. Niagara District Airport Tomorrow
- 8. Land Use Compatibility and Protections
- 9. Your Opportunity Your Airport Page 72 of 265

Introductions









- 1. Introductions
- 2. Purpose of an Airport Master Plan
- 3. Alignment with the Airport's Strategic Plan
- 4. Niagara District Airport Today
- 5. The Master Planning Process
- 6. Air Service Opportunities
- 7. Niagara District Airport Tomorrow
- 8. Land Use Compatibility and Protections
- 9. Your Opportunity Your Airport Page 74 of 265

Purpose of an Airport Master Plan





An Airport Master Plan:

- Provides a development vision for next 20+ years
- Road map for infrastructure improvement and development
- Conveys need for the Airport to community and users
- Consolidates an analysis of opportunities and constraints
- Presents just-in-time approach to delivery of infrastructure and facility improvements
- Identifies areas that need safeguarding for setbacks associated with future infrastructure





- 1. Introductions
- 2. Purpose of an Airport Master Plan
- 3. Alignment with the Airport's Strategic Plan
- 4. Niagara District Airport Today
- 5. The Master Planning Process
- 6. Air Service Opportunities
- 7. Niagara District Airport Tomorrow
- 8. Land Use Compatibility and Protections
- 9. Your Opportunity Your Airport Page 76 of 265

Alignment with the Airport's Strategic Plan







SHORT-TERM PLANNING GOAL

Develop the Business Case for Growth

- Master Plan
- Business Case & Economic Study

LONG-TERM PLANNING GOAL

Secure Partners for Growth

- Obtain funding to engage in airside development
- Attract scheduled & charter passenger services

MISSION

To provide an elevated airport experience for customers and community





- 02. Develop Advocavy Strategy Advance Business Case for Growth
 - 01. Alignment with Municipal Partners
 - 02. Secure Stakeholder Support for the Business Case
 - 03. Community Engagement

- THE ASSET

- 01. Capture Enhanced Demographic Data
- 02. Publish a Comprehensive and Compelling Business Case
- 01. Great Conditions for Growth
- 02. Explore Growth Opportunities within Current Capacity
- 03. Evaluate Current Infrastructure Capabilities vs. Future Needs

Page 77 of 265

Alignment with the Airport's Strategic Plan





MISSION To provide an elevated airport experience for customers and community



SHORT-TERM PLANNING GOAL

Develop the Business Case for Growth

- Airside Redevelopment Study
- Master Plan
- Business Case & Economic Study

LONG-TERM PLANNING GOAL

Secure Partners for Growth

- Obtain funding to engage in airside development
- Attract scheduled & charter passenger services

Page 78 of 265

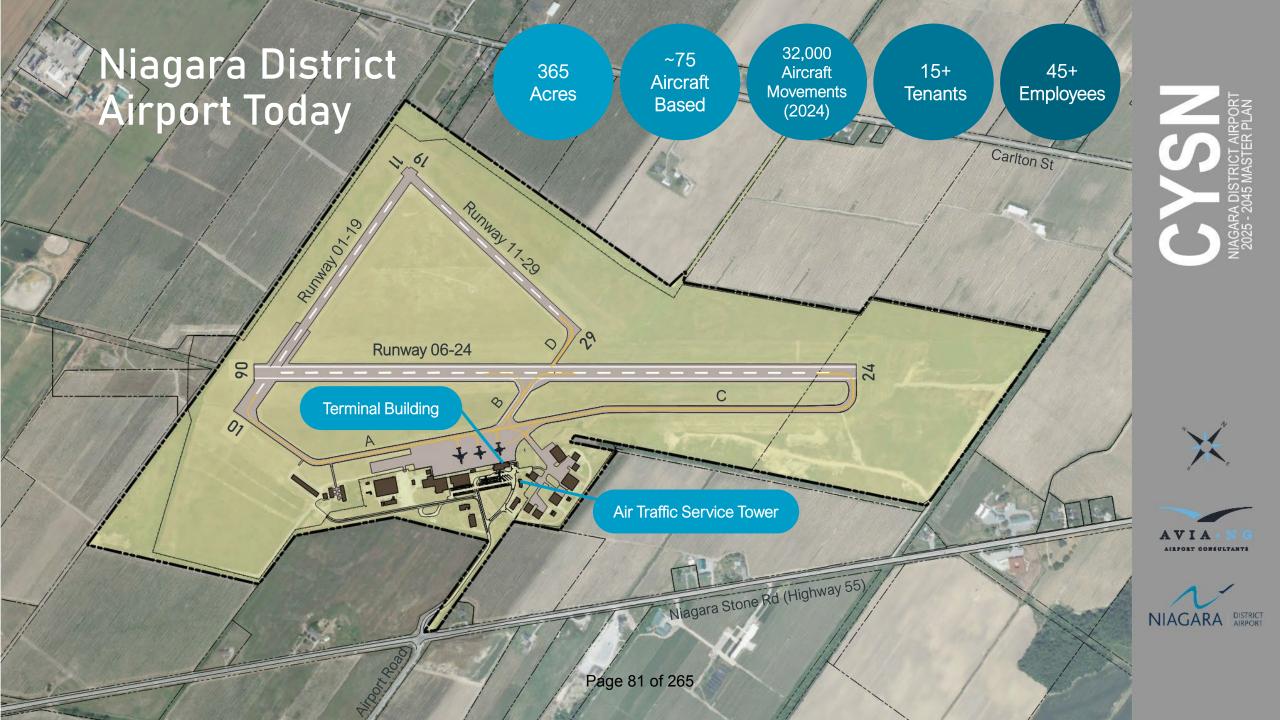
Alignment with the Airport's Strategic Plan







- 1. Introductions
- 2. Purpose of an Airport Master Plan
- 3. Alignment with the Airport's Strategic Plan
- 4. Niagara District Airport Today
- 5. The Master Planning Process
- 6. Air Service Opportunities
- 7. Niagara District Airport Tomorrow
- 8. Land Use Compatibility and Protections
- 9. Your Opportunity Your Airport Page 80 of 265





- 1. Introductions
- 2. Purpose of an Airport Master Plan
- 3. Alignment with the Airport's Strategic Plan
- 4. Niagara District Airport Today
- 5. The Master Planning Process
- 6. Air Service Opportunities
- 7. Niagara District Airport Tomorrow
- 8. Land Use Compatibility and Protections
- 9. Your Opportunity Your Airport Page 82 of 265

The Master Planning Process

- 1. Data Collection
- 2. Opportunities and Constraints
- 3. Needs Assessments
- 4. Recommended Development Plan
- 5. First Draft of Airport Master Plan
- 6. Prepare Capital and Phasing Plan

Data Collection

7. Finalize Airport Master Plan





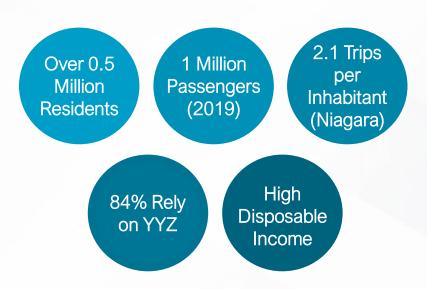
- 1. Introductions
- 2. Purpose of an Airport Master Plan
- 3. Alignment with the Airport's Strategic Plan
- 4. Niagara District Airport Today
- 5. The Master Planning Process
- 6. Air Service Opportunities
- 7. Niagara District Airport Tomorrow
- 8. Land Use Compatibility and Protections
- 9. Your Opportunity Your Airport Page 84 of 265

Air Service Opportunities - Catchment Area



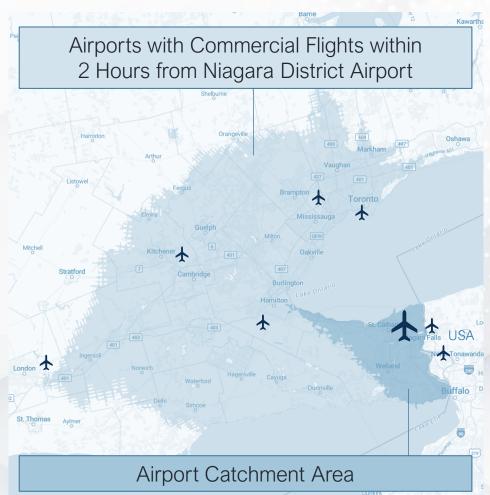


15









Page 85 of 265

Potential Air Service Routes YYC YVR Domestic Market Ottawa (YOW) Montreal (YUL) Vancouver (YVR) Calgary (YYC) BOS CYSN Niagara District Airport **USA Market** EWR New York (EWR) Fort Lauderdale (FLL) Las Vegas (LAS) LAS Boston (BOS) Chicago (ORD) Sun Destination Market Cancun (CUN) Varadero (VAR) Punta Cana (PUJ) Montego Bay (MBJ) VÂR Potential routes based on top markets from the catchment area. Not a depiction of guarage description.



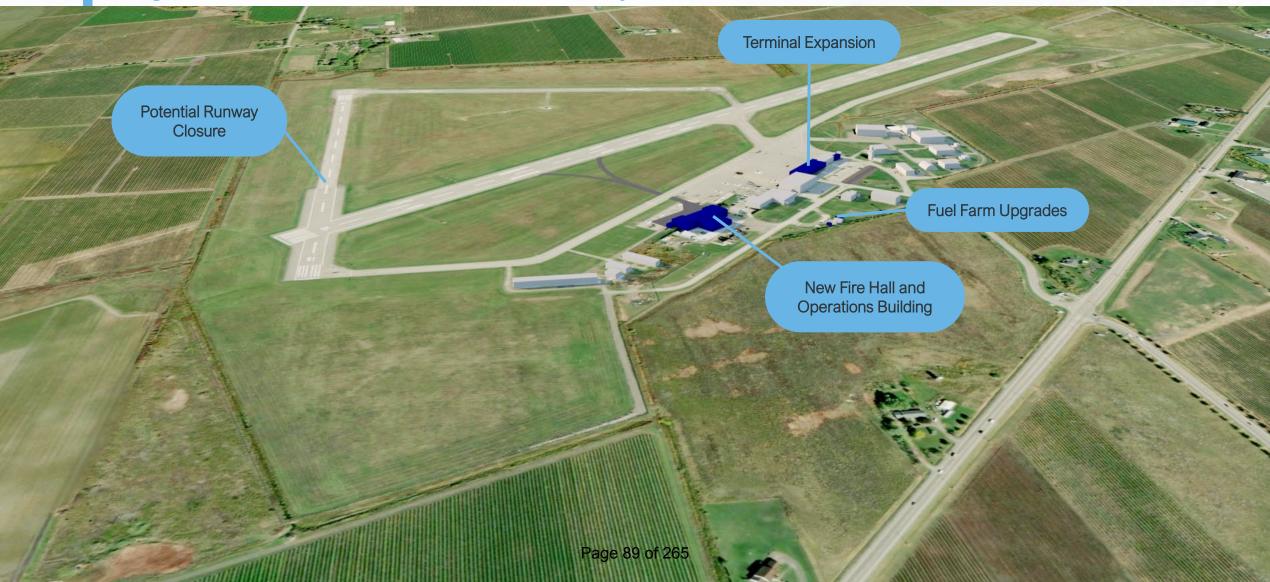
- 1. Introductions
- 2. Purpose of an Airport Master Plan
- 3. Alignment with the Airport's Strategic Plan
- 4. Niagara District Airport Today
- 5. The Master Planning Process
- 6. Air Service Opportunities
- 7. Niagara District Airport Tomorrow
- 8. Land Use Compatibility and Protections
- 9. Your Opportunity Your Airport Page 87 of 265



Airport Redevelopment Concept

Stage 1: Status Quo – 5,000 Feet Runway

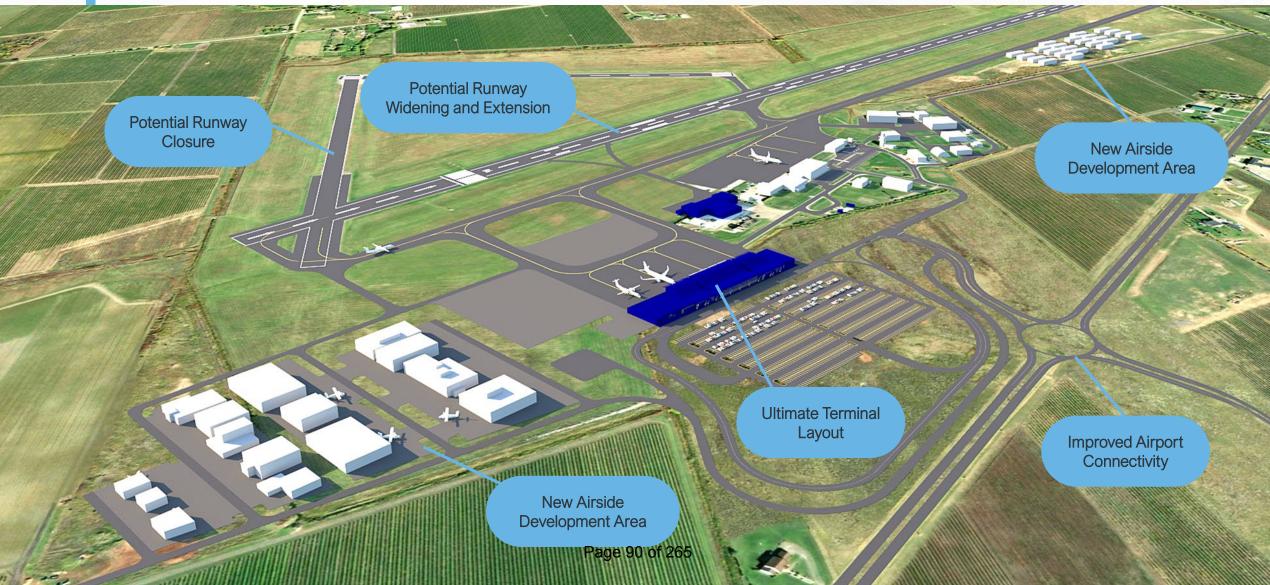




Airport Redevelopment Concept

Stage 2: Jet Service ~7,000 to 7,500 ft. Runway



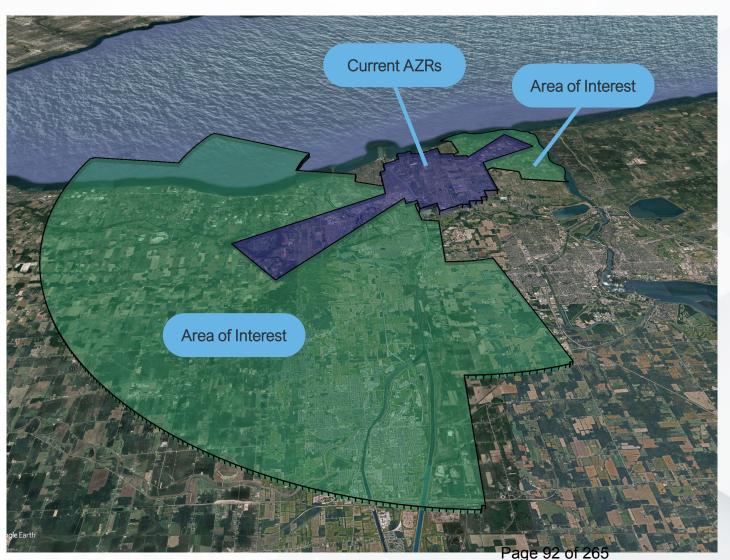




- 1. Introductions
- 2. Purpose of an Airport Master Plan
- 3. Alignment with the Airport's Strategic Plan
- 4. Niagara District Airport Today
- 5. The Master Planning Process
- 6. Air Service Opportunities
- 7. Niagara District Airport Tomorrow
- 8. Land Use Compatibility and Protections
- 9. Your Opportunity Your Airport Page 91 of 265

Airport Zoning Regulations





What is an AZR?

Regulation of defined areas to prevent conflicting land uses.

Why do AZR exist?

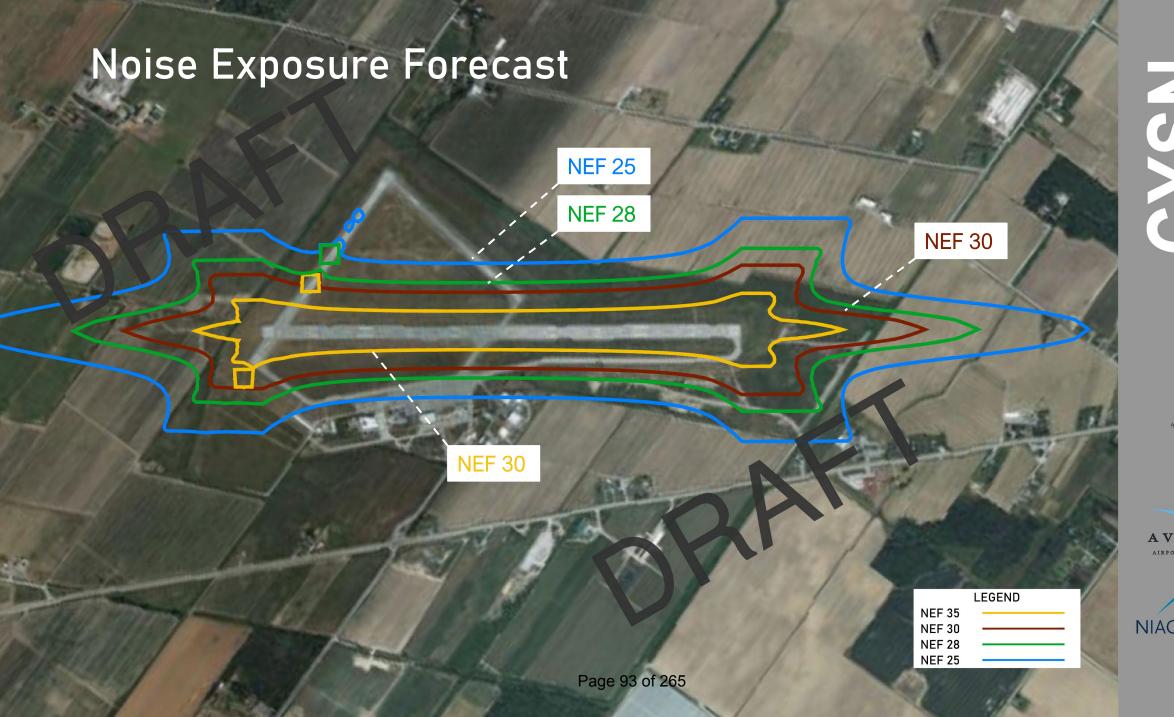
Protection of existing and future airport operations.

Why is a change needed?

New regulatory requirements.

Future airport changes.

Preservation of instrument flight procedures.



NIAGARA DISTRICT AIRPORT 2025 - 2045 MASTER PLAN









- 1. Introductions
- 2. Purpose of an Airport Master Plan
- 3. Alignment with the Airport's Strategic Plan
- 4. Niagara District Airport Today
- 5. The Master Planning Process
- 6. Air Service Opportunities and Aviation Activity Forecast
- 7. Niagara District Airport Tomorrow
- 8. Land Use Compatibility and Protections
- 9. Your Opportunity Your Airport Page 94 of 265



REPORT #: FES-25-010 **COMMITTEE DATE:** 2025-06-17 **DUE IN COUNCIL:** 2025-06-24

REPORT TO: COTW-General

SUBJECT: Updated Private Tree By-law

1. RECOMMENDATION

It is respectfully recommended that:

- 1.1 The changes to the Private Tree By-law identified in Report FES-25-010 be

 APPROVED and that the By-law attached as Appendix I be forwarded to Council for adoption and rescission of the existing Private Tree By-law 5139-19;
- 1.2 The Short-Form Wording attached as Schedule D to the By-law be **APPROVED**;
- 1.3 The Tree Protection and Preservation Policy attached as Schedule E to the Bylaw be **APPROVED**;
- 1.4 Staff be **DIRECTED** to present a By-law to appoint a Hearing Officer to handle all Private Tree Permit Appeals; and
- 1.5 Staff be **DIRECTED** to present a By-law to amend Appendix VI of the Annual User Fees By-law 2025-012 to include the proposed fees.

2. EXECUTIVE SUMMARY

- In January 2025, Council directed staff to review and prepare a more detailed Private Tree By-law.
- Staff have reviewed the By-law, as well as neighbouring municipalities' By-laws and are bringing forward a more detailed Private Tree By-law.
- Identified improvements include the addition of definitions, the transition of the fees to
 the Annual User Fee By-law, an increase in the size of a tree before which destruction
 would be considered an offence, removal of the exempted list of weed trees, removal of
 cedar trees from the preferred list to be used to meet replanting requirements,
 clarification for emergency work, and addressing the height/distance of trees to
 structures.
- This report presents the Tree Protection and Preservation Policy that provides required protection measures and suggested best practices to protect trees not designated for removal, both on public and private property.
- The Tree appeal process is recommended to be outsourced to a third-party Hearing Officer.
- The draft of the Private Tree By-law is attached to this report (Appendix I).

3. PURPOSE

The proposed Private Tree By-law addresses concerns brought to the attention of staff by Council and suggests improvements identified to ensure the By-law is designed to effectively protect the community's environmental assets.

4. BACKGROUND

At the January 28, 2025, Council Meeting, the following motion was passed by Council;

WHEREAS the Town of Niagara-on-the-Lake established a private tree by-law in 2019; and

WHEREAS similar Municipalities have a more detailed private tree by-law that includes heights and distances to structures;

THEREFORE BE IT RESOLVED that Council directs staff to update the existing private tree by-law to include more details and return the updated draft to Council no later than Q3.

Staff received the direction and conducted a municipal scan to determine possible improvements to the Private Tree By-law. Municipalities within the Niagara Region were reviewed, as well as Burlington and Oakville which have robust Private Tree By-laws in effect.

A comprehensive review of the proposed Private Tree By-law was conducted to ensure it is adequate and appropriate for the community, incorporating the requested additional details. Consideration was given to the importance of proactive environmental protection throughout the review.

Town Staff, including the Climate Change Coordinator, reviewed changes to ensure that the proposed By-law would be of value to the community and promote environmental protection.

5. DISCUSSION / ANALYSIS

The proposed Private Tree By-law introduces several key improvements to promote environmental protection, encourage effective use of resources and provide greater clarity. Several of the more significant changes are identified below:

Definitions Added/Clarified:

Several definitions were added to the By-law to provide clarity and encourage tree protection. Definitions added include, but are not limited to *Extreme Risk Tree*, *Arborist Report*, *Invasive Tree and Critical Root Zone*. Additional definitions were expanded to provide further clarity through more detailed descriptions.

Fees Transition to Annual Fee By-law:

The fees for tree permit applications and inspections currently exist under the Private Tree Bylaw. To encourage consistency and annual review, it is being proposed that the fee transition be included in the Annual User Fee By-law. This transition would create efficiencies and encourage annual cost-of-goods increases in the permitting process as Council determines through the budget process.

Minimum Diameter at Breast Height (DBH) Increase:

The minimum DBH of a tree considered an offence for the destruction of said tree was increased from 12.5 centimetres to 15 centimetres. Staff is suggesting this change as comparable municipalities have larger DBH requirements varying from 15 centimetres to 30 centimetres. The slight increase will bring the By-law and practices into better alignment with the identified range. Staff anticipate that the increase will not significantly affect the number of trees that will be removed.

Weed Tree Exemption Removal:

The weed tree list that is present in the current Private Tree By-law has been removed from the proposed By-law because the concern has been addressed through alternative methods.

A tree classified as prohibited or restricted under the *Invasive Species Act, 2015* or as a noxious weed under the *Weed Control Act, 1990,* is defined as an *Invasive Tree* under the proposed By-law. An *Invasive Tree* and a *Nuisance Tree,* as listed in Schedule C, are eligible for a permit exemption under section 9 subsection (i) of the By-law.

For greater clarity, individuals and corporations will be required to obtain permits to remove trees that previously were on the weed tree list and were exempt from permits. The removal of the weed tree list exemption allows staff to review each application on a case-by-case basis and provides the ability to monitor the removal of these trees to ensure that Niagara-on-the-Lake's tree canopy is not compromised.

Replanting of Cedar Trees:

Current

Under the current Private Tree By-law, cedar trees are included on the List of Preferred Trees for Replanting (Schedule B). When permits are issued to remove By-law-protected trees, cedar trees can be selected as replacement trees. Over the past six years, a large number of cedar trees have been planted as replacements. However, these trees have not significantly contributed to the Town's urban canopy.

Proposed

In the proposed updates to the Private Tree By-law, cedar trees have been excluded from the List of Preferred Trees for Replanting (Schedule B). This change aims to reduce the negative impact of using cedar trees for replanting, given their limited contribution to the urban canopy. Staff anticipate that this exclusion will encourage the use of more suitable tree species that better support the Town's urban forest goals.

Emergency Work:

Within the current By-law, it is requested that the owner notify the Town as soon as is practicable when emergency tree removal is required. The proposed By-law establishes a timeline that the Inspector must be notified within seventy-two (72) hours of the commencement of the work, which staff believe is a reasonable timeline and ensures timely notification. Specifications have also been added to outline the documentation that may be requested by the Inspector to ensure that the emergency tree removal was appropriate.

Distance and Height in Relation to Structures:

In response to the motion passed during the January Council Meeting, Staff reviewed the criteria that are considered during the permit process. Subsection (c) was added to Section 16 to address the concerns outlined in the motion.

Section 16 of the By-law reads: In deciding whether or not to issue a Permit in respect of a regulated tree, an Inspector shall consider the following criteria:

Subsection (c) includes the criteria of "the location of the regulated tree including heights and distances to structures.

It was also identified that, through Section 9 subsection (d), documentation from an engineer certifying that a tree is causing structural damage to a drain, load-bearing structure or roof structure due to the location of the tree may be presented to be considered for exemption. If structural damage is evident, then the destruction or injury of a regulated tree is exempt from the requirement for a Permit. Section 9 subsection (e) speaks to exemptions for regulated trees located on a rooftop or elevated podium or in an interior courtyard or solarium and are likely to cause damage. These clauses, in addition to Section 16 subsection (c), address the concern of tree heights and distances to structures.

Appeals:

In 2023, Council heard two (2) Tree Appeals, followed by ten (10) in 2024 during scheduled meetings. This corresponds to 2% and 12% of the decisions made by Staff from Private Tree Permit applications. Staff expect that this trend will not continue steadily, as the number of applications varies each year due to changing environmental and economic factors.

In accordance with the current By-law, the Tree Appeal Requests are presented to Council and result in either the Permit being issued with conditions, without conditions, or upholding staff's decision and remaining denied. Under the proposed By-law, the appeal process will be outsourced to a third-party Hearing Officer who will be provided with the same ability. This shift is intended to make more effective use of resources and improve the timeliness of addressing the appeal. Rutherford Prosecution Services, which currently provides Hearing Officer services for the Town, is recommended for appointment to ensure consistency. It is also recommended that an appeal fee be implemented to ensure cost recovery.

Tree Protection and Preservation Policy:

The proposed Tree Protection and Preservation Policy is attached to the proposed By-law as Schedule E. This document will serve as a resource for various groups within the Town, ensuring that tree protection is a key consideration when building or conducting activities near trees. The document highlights best practices that have been identified by Town Staff. This policy, as proposed, will apply to trees located on both public and private property.

6. STRATEGIC PLAN

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

Pillar

3. Enrich Community Assets, Environment, & Infrastructure

Priority

3.2 Environment

Action

3.2 a) Sustainable Natural Environment

- Environmental Stewardship Lens

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 Private Tree By-law and forward to Council for adoption and rescission of the existing Private Tree By-law 5139-19; Council additionally direct staff to prepare a By-law to appoint a Hearing Officer to handle all Private Tree Appeals and a By-law to amend the Appendix VI of Annual User Fees By-law 2025-012 to include the proposed fees. (**Recommended**)
- 7.2 **Option 2:** Council choose not to approve the recommendations in this report and provide alternate direction (*Not Recommended*)

8. FINANCIAL IMPLICATIONS

Additional fines are included in the Short Form Wording on Schedule D of the Private Tree Bylaw Draft to allow for enhanced enforcement. This may result in a nominal increase in funds raised to offset the enforcement costs.

Upon the passing of the proposed By-law an appeal fee will be introduced. The appeal fee will be used to offset the costs of using a third-party hearing officer. This fee is not anticipated to be a revenue source.

The fees associated with a private tree permit will also be transitioned to be located under the Town's Annual Fees By-law, which will allow the fees to remain current with the appropriate market average. The private tree permit fees are allocated to the Town's Tree Replacement Fund.

9. ENVIRONMENTAL IMPLICATIONS

Trees enhance soil and water conservation, store carbon, and regulate the local climate by providing shade and controlling temperature fluctuations. They increase wildlife habitats and improve the land's ability to adapt to climate change. Protecting current trees and planting new ones are effective and low-cost methods for removing CO2 from the atmosphere to combat climate change. As trees grow, they absorb and store carbon dioxide, which is a key driver of global warming.

The implementation and enforcement of the updated Private Tree By-law is anticipated to have positive impacts on the tree canopy and additional positive environmental implications as a result of the enhanced tree canopy protection.

10. COMMUNICATIONS

If approved, the updated Private Tree By-law will be posted on the Town's website and enforced accordingly. The Town will also share information about the by-law on its social media platforms, along with easy-to-understand materials designed to help residents understand the changes and how they may affect them.

11. CONCLUSION

Environmental protection is a priority within the Town, as evidenced through Council's approval of a Climate Change Coordinator and the Environmental Stewardship Lens in the Strategic Plan. The approval and passing of the updated Private Tree By-law will contribute to the Town's environmental protection efforts. The improvements outlined in this report will create efficiencies to optimize resources without compromising the integrity of the process while positioning the Town positively in regard to climate change prevention.

12. PREVIOUS REPORTS

There are no previous reports associated with this report.

13. APPENDICES

Appendix I – Private Tree By-law Draft

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 TO REGULATE THE DESTRUCTION OR INJURING OF TREES ON PRIVATE PROPERTY IN THE URBAN AREAS OF THE MUNICIPALITY AND TO RESCIND BY-LAW 5139-19

WHEREAS sections 9 and 10 of the Municipal Act, 2001, S.O. 2001, c. 25, (the Act), provides that a municipality has broad authority, including the authority to pass By-laws respecting the economic, social and environmental well-being of the municipality;

AND WHEREAS section 135 of the Act provides that a local municipality may prohibit or regulate the destruction or injuring of trees;

AND WHEREAS Part XIV (Enforcement) of the Act provides methods for a municipality to enforce its By-laws;

AND WHEREAS the destruction or injury to trees owned by the Town is regulated through other By-laws, policies and procedures;

AND WHEREAS the destruction or injury of trees as a consequence of development is evaluated as part of the approval of site plans, plans of subdivision or other approvals under the Planning Act, R.S.O. c. P.13;

AND WHEREAS trees within the municipality are valued for the economic, social and environmental benefits they provide such as increased aesthetic and property values, shade, contributions to physical and psychological well-being, maintenance and enhancement of water quality, prevention of soil erosion and water run-off, wildlife habitat, local climate moderation and improved air quality;

AND WHEREAS Council of the Corporation of the Town of Niagara-on-the-Lake wishes to protect and enhance the tree canopy cover in the municipality.

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

DEFINITIONS

- 1. As used in this By-law, the following terms shall have the meanings indicated:
- "Administrative Monetary Penalties By-law" means the Administrative Monetary Penalties By-law;
- "Administrative Penalty" means a monetary penalty administered pursuant to the Town's Administrative Monetary Penalties By-law;
- "Applicant" means an Owner of a tree or an Owner's authorized representative who, pursuant to this By-law, applies for a Permit;
- "Application" means an application pursuant to this By-law for a Permit;
- "Application Fee" means the fee, required in connection with the submission of an application, as set out in the Town's Annual User Fees;
- "Arborist" means an expert in the care and maintenance of trees and includes an arborist qualified by the Ontario Ministry of Training, Colleges and Universities, a Forest Technician, a Forestry Technologist with an applicable college diploma and a minimum

of two (2) years of urban forestry experience, a certified arborist qualified by the International Society of Arboriculture, a consulting arborist registered with the American Society of Consulting Arborists or a registered professional forester as defined in the Professional Foresters Act, 2000, S.O. 2000, c. 18, as amended or replaced from time to time:

"Arborist Report" means a written report by an Arborist that shall contain the following:

- (a) the location, species, size, tree protection zone and condition of trees that will be injured or destroyed trees and those trees located within one (1) tree length of the tree to be injured or destroyed, included in tabular format and as shown on a map;
- (b) a drawing of the site showing any proposed development, construction, works, excavation or site alteration that may require the tree injury or destruction, and a schedule for this proposed activity, including start and end dates;
- (c) the Qualified Tree Professional's opinion on why a tree should be injured or destroyed, and whether it represents Good Arboricultural Practices or Good Forestry Practices;
- (d) a description of how the tree is proposed to be injured or destroyed;
- (e) an analysis and description of any reasonable alternatives to the tree injury or destruction or an analysis and description as to why there are no reasonable alternatives to the tree injury or destruction;
- (f) confirmation of any other matters (past or present Planning applications or otherwise affecting the land upon which the tree(s) are to be injured or destroyed;
- (g) calculation of the number of replacement trees that can be planted on the Site based on Schedule "B", and suggest the species and location;
- (h) if trees are to be injured but not destroyed, a description of maintenance strategies and protection measures to be implemented;
- (i) the professional accreditation of the Qualified Tree Professional;

"Boundary Tree" means a tree having any part of its trunk located on the property line between adjoining lands;

"Circumference" means the measurement of the perimeter of a stem or trunk of a tree, with such measurement including the bark;

"Community Tree Plan" means a plan developed for a specific area within Niagara-onthe-Lake which identifies that area's distinct qualities and provides guidance for their preservation. To include a substantive list of recommended trees for planting and design guidelines for their recommended manner of placement;

"Council" means the council of the Corporation of the Town of Niagara-on-the-Lake;

"Critical Root Zone" means the distance from the trunk of the tree that equals one (1) centimeter for every centimeter of the tree's diameter;

"DBH" means the diameter of the stem or trunk of a tree at breast height, measured outside the bark and shall be measured at a point 1.4 metres above the highest point of the ground in an undisturbed state at the base of a tree, or where there are multiple stems to a tree, means the total diameter of all stems at a point of 1.4 metres above the highest point of the ground in an undisturbed state at the base of a tree. DBH shall be determined in accordance with Schedule "A" to the satisfaction of the Inspector;

"Destroy" or "Destruction" or "Destroyed" mean any of the following:

- (a) to remove or cut down a tree; or
- (b) to injure a tree to such an extent that the tree is deemed by the Inspector to be a high-risk tree or is no longer viable, such that it is necessary to remove the tree, or that the tree's vitality has been reduced to such an extent that in the opinion of the Inspector, the tree cannot recover to be maintained in a safe and healthy condition such that it is necessary to remove the tree;

"Distinctive Landscape" means a landscape that has evolved over time to be a recognizable version of the greater Niagara-on-the-Lake urban forest and has been identified in a community tree plan;

"Director" means the Director of Municipal Enforcement or their designate;

"Emergency Tree Work" means:

- (a) any work requiring the destruction of a tree where the likelihood of tree failure is imminent or a tree or part of tree is in active failure; or
- (b) where a tree must be injured or destroyed to conduct work in order to address an immediate danger to the health and safety of any person or property. Work may include but is not limited to works associated with immediate watermain repairs, drain repairs, utility repairs, and structural repairs to a building.

"Extreme Risk Tree" means a tree assessed to be destabilized or structurally compromised to an extent that an imminent likelihood of failure and impact exists, that could lead to significant or severe consequences;

"Good Arboricultural Practice" means the removal, planting and tree maintenance activities in accordance with the American National Standards ANSI A300 and best management practices identified by the International Society of Arboriculture, conducted to the satisfaction of the Director;

"High-Risk Tree" means a destabilized or structurally compromised tree where there is a high-risk of failure, but the failure is not imminent;

"Heritage Tree" means a tree designated under Part IV of the Ontario Heritage Act, 1990, c.0.18, as amended or replaced from time to time, or included in the Town's Municipal Register of Cultural Heritage Properties, or is part of an identified Cultural Heritage Landscape;

"Hoarding" means a fence or similar structure used to enclose land, trees and other vegetation in order to protect trees or other vegetation;

"Iconic Tree Species" means a species of tree identified as being an iconic contribution to the mature tree canopy of Niagara-on-the-Lake. Individual areas with a community tree plan may have additional iconic tree species unique to their distinctive landscape;

"Injure" or "Injury" or "Injured" means any act or omission that may harm or damage a tree's health and/or structure, in any manner, including, but not limited to any or a combination of the following:

- (a) removing, cutting, girdling, or smothering of a tree or roots;
- (b) pruning that does not follow good arboricultural practice;
- (c) failing to protect a tree in accordance with the Tree Protection and Preservation Policy;

- (d) interfering with the water supply of a tree;
- (e) setting fire to a tree;
- (f) affixing materials to a tree;
- (g) mechanical damage to a tree;
- (h) transplanting a tree;
- (i) applying chemicals on, around or near the tree;
- (i) compaction, excavation or re-grading within the tree protection zone;
- (k) storing materials within the tree protection zone that have the potential, in the opinion of the Inspector, to affect the health of the tree; and/or
- (I) any other damage resulting from neglect, or by design;

"Inspector" means a person designated by the municipality to enforce this By-law;

"Institution" means an Owner of land used for educational, medical, religious, retirement or similar purposes;

"Invasive Tree" means any tree that is classified as prohibited or restricted as defined in the Invasive Species Act, 2015, S.O. 2015, c. 22, or if the tree is listed as a noxious weed as defined by the Weed Control Act, R.S.O. 1990, c. W.5;

"Landscaping, Replanting and Replacement Plan" means a plan which identifies the location, species and size of existing trees, trees to be planted or replaced and other landscaping elements on land and provides details regarding planting methodology and timing;

"Lot" means a parcel of land which:

- (a) is the whole of a lot or block on a registered plan of subdivision so long as such registered plan of subdivision is not deemed, pursuant to section 50 of the Planning Act, R.S.O. 1990, c.P.13, as amended or replaced from time to time, not to be a registered plan of subdivision for subdivision control purposes;
- (b) is all land held or owned under distinct and separate ownership from the ownership of the fee or equity of redemption in abutting land;
- (c) has the same description as in a deed which has been given consent pursuant to section 53 of the said Planning Act; or
- (d) is the whole remnant remaining to an owner or owners after conveyance made with consent pursuant to section 53 of the said Planning Act;

"Maintenance Pruning" means the pruning or removal of tree branches in accordance with Good Arboricultural Practice, as specified by the International Society of Arboriculture, including for purposes of removing dead limbs, maintaining structural stability and balance and encouraging natural form, but limited to the appropriate removal of no more than 30% of the live branches that make up the leaf-bearing crown of the tree within a three-year pruning cycle, or as appropriate for the specific tree species, in order to maintain the health of the tree;

"Municipality" means the Corporation of the Town of Niagara-on-the-Lake;

"Nuisance Tree" means a tree listed in Schedule "C";

"Owner" means an individual or corporation having any right, title, interest or equity in the land where a tree is located; a boundary tree may have multiple Owners;

"Permit" means a Permit to destroy or injure a tree, issued pursuant to this By-law;

"Qualified Tree Professional" means a professional who has gained recognized certifications, qualifications and expertise in the care and management of trees. Recognized certifications and qualifications include:

- (a) Registered Consulting Arborist (RCA) with the American Society of Consulting Arborists (ASCA);
- (b) Board Certified Master Arborist or Arborist Municipal Specialist with the International Society of Arboriculture (ISA);
- (c) Registered Professional Forester (RPF) as defined in the Professional Foresters Act, 2000, S.O. 2000, c.18;
- (d) Certified Arborist with the International Society of Arboriculture (ISA); or,
- (e) Qualified Tree Risk Assessor with the International Society of Arboriculture (ISA);

"Replacement Tree" means a tree that is planted as a condition of a tree permit issued under this By-law to replace another tree that was approved for destruction under this By-law;

"Replacement Tree Plan" means a scaled two-dimensional plan that identifies the location, species, and size of trees proposed for planting and illustrates planting details:

"Replacement Tree Planting Fund" means the fund set aside for the purpose of planting trees in locations within the Town other than the lot where a tree has been injured, destroyed or removed;

"Town" means the Corporation of the Town of Niagara-on-the-Lake;

"TRAQ Report" means a report prepared by a Qualified Tree Professional who is a qualified tree risk assessor in accordance with the International Society of Arboriculture Tree Risk Assessment Qualification:

"Tree" means a specimen of any species of deciduous or coniferous growing woody perennial plant, supported by a single root system, which has reached, could reach or could have reached a height of at least 4.5 metres from the ground at physiological maturity and has a DBH of at least 15 centimetres;

"Tree Management Plan" means a plan prepared by a Qualified Tree Professional in accordance with Good Arboricultural Practice, which, at a minimum, itemizes the existing number, species, location and condition of all trees on the lot and which includes a management schedule related to destruction or injuring intentions for a period of not less than two (2) years;

"Tree Protection and Preservation Policy" means the most recent version of the Town of Niagara-on-the-Lake Tree Protection and Preservation Policy;

"Tree Protection Plan" means a scaled two-dimensional plan prepared by a Qualified Tree Professional in conjunction with an arborist report that identifies the accurate location, species, and size of trees and identifies the extent of injury or destruction, as

applicable, and illustrates details of protection measures, including the location of protective barriers;

"Tree Protection Zone" means the minimum setback from a tree (including above and below ground level) required to protect the health and structural integrity of a tree as prescribed by the Tree Protection and Preservation Policy, as amended or replaced from time to time;

"Trunk" means the part of a tree from its point of growth away from its roots up to where it branches out to limbs and foliage;

"Woodland" or "Woodlands" means as defined in the Niagara Region Tree By-law 2020-79, namely: land on one or more properties with a density of at least: a 1,000 Trees, of any size, per hectare; 750 Trees, measuring over five (5) centimetres in Diameter at DBH, per hectare; 500 Trees, measuring over twelve (12) centimetres, in Diameter at DBH, per hectare; or 250 Trees, measuring over twenty (20) centimetres, in Diameter at DBH, per hectare; but does not include: a cultivated fruit or nut orchard; a plantation established for the purpose of producing Christmas trees and which is being actively managed and Harvested for the purposes for which it was planted, except that this does not refer to plantations that have ceased being managed or Harvested for their intended purpose for a period of 15 years or more; or a bona fide tree nursery that is being actively managed and harvested for the purposes for which it was planted; a hedgerow or windrow less than 20 metres in width.

SCOPE

- 2. This By-law applies to all private property in the urban areas of the Town but does not apply to trees in woodlands that are governed by Niagara Region Tree By-law 2020-79, as amended or replaced from time to time.
- 3. This By-law is a Designated By-law under the Administrative Penalties for Non-Parking Violations and Orders By-law.

PROTECTION OF REGULATED TREES

- 4. Except as provided in this By-law, no person shall, within the geographic limits of the urban boundaries of the municipality, destroy or injure, or cause or permit the destruction or injuring of any regulated tree.
- 5. Notwithstanding section 4, a person may destroy or injure, or cause or permit the destruction or injuring of a regulated tree in compliance with a Permit.
- 6. If there is doubt as to whether a specific tree is a regulated tree or not, the Owner of the tree may request a determination from an Inspector. The Inspector may provide a written determination as to whether, on the date of the determination, the tree is a regulated tree or not.
- 7. In a case where a tree has been destroyed or injured and part or all of the remaining stump or stumps is or are too short for the DBH to be measured, the relevant DBH shall be extrapolated from the remaining trunk or trunks.

STATUTORY NON-APPLICATION OF THE BY-LAW

- 8. This By-law does not apply where there is a conflict with Provincial or Federal legislation. Therefore, this By-law does not apply:
 - (a) to the activities or matters or the destruction or injuring of trees described in subsection 135(12) of the Municipal Act;

- (b) to restrict the destruction and injuring of trees which constitute a normal farm practice carried on as part of an agricultural operation, as so determined by the Normal Farm Practices Protection Board, pursuant to the Farming and Food Production Protection Act, 1998, S.O. 1998, c. 1, as amended or replaced from time to time; or
- (c) to the destruction or injuring of trees pursuant to a forestry development agreement pursuant to, or deemed to be pursuant to, the Forestry Act, R.S.O. 1990, c.F.26, as amended or replaced from time to time, or measures to prevent, retard, suppress, eradicate or destroy an infestation by a forest tree pest, taken by an officer pursuant to the said Forestry Act.

PERMIT EXEMPTIONS

- 9. The destruction or injury of a regulated tree is exempt from the requirement for a Permit if the regulated tree is:
 - (a) a tree having no living tissue, having 70% or more of its crown dead, or being infected by a lethal pathogen, lethal fungus or lethal insect (including the Emerald Ash Borer or the Asian Long horned Beetle), and where required, a certificate issued by a Qualified Tree Professional, confirming this justification for destruction or injuring, has been submitted to an Inspector;
 - (b) a high risk tree, and where required, a certificate issued by a Qualified Tree Professional, confirming this justification for destruction or injuring, has been submitted to an Inspector;
 - (c) a tree that is destroyed or injured as part of Emergency Work, subject to the emergency notification requirement contained in this By-law;
 - (d) a tree certified by an engineer as causing structural damage to a drain, loadbearing structure or roof structure;
 - (e) a tree located on a rooftop or elevated podium, or in an interior courtyard or solarium, and likely to cause damage;
 - (f) a tree growing in contaminated soil and, by its presence, preventing remediation of the contaminated soil, provided that proof of remediation efforts in the form of an approved Ontario Ministry of the Environment, Conservation and Parks remediation plan;
 - (g) as required under a Property Standards By-law order;
 - (h) as required maintenance pruning that is necessary to maintain the health and condition of the tree, and is carried out in accordance with good arboricultural practices;
 - (i) an invasive/nuisance tree;
 - (j) a fruit tree that is capable of producing fruit for human consumption; or
 - (k) a tree which is part of:
 - (i) a tree nursery business where trees are planted, cultivated and harvested for the purpose of live tree sales;
 - (ii) a Christmas tree plantation business where coniferous trees are planted, cultivated, maintained and harvested for Christmas celebration purposes; or

(iii) a cultivated orchard business where fruit or nut trees are grown and maintained specifically for the harvesting of their fruit or nuts.

EMERGENCY WORK NOTIFICATION

- 10. Where emergency tree removal is required, where the likelihood of tree failure is imminent, and a tree or part of a tree poses an extreme risk, the Owner shall:
 - (a) notify the Inspector within seventy hours (72) of the commencement of work; and
 - (b) provide documentation as requested by the Inspector which may include, but is not limited to, an arborist report, engineering reports, work orders, locates, photographs of the emergency tree work including those associated with the size and height of the subject tree(s) and measurement of the distance to any nearby building or structure.

APPLICATION FOR PERMIT

- 11. If an Owner wishes to destroy or injure one (1) or more of the Owner's regulated trees or wishes to undertake an activity which might destroy or injure one (1) or more of the Owner's regulated trees, and if none of the exemptions set out in this By-law are applicable, then the Owner shall submit the information below as applicable to an Inspector in respect of each such regulated tree:
 - (a) the address of the land where the regulated tree is to be destroyed or injured is located;
 - (b) the name and contact information of the Applicant;
 - (c) the names and contact information, and written permission, of all Owners;
 - (d) a plan (or plan of survey) and photograph, showing the location, species, size and condition of each regulated tree to be destroyed or injured;
 - (e) the purpose for which the Permit is sought and the nature of the proposed or possible destruction or injuring;
 - (f) where there is a discrepancy in the health assessment of the regulated tree to be destroyed or injured, and where the Inspector so requires, a written evaluation by a Qualified Tree Professional of the condition of the regulated tree;
 - (g) where trees are proposed to be retained, and where the Inspector so requires, a tree protection plan identifying the location, species and size of trees on the land and tree protection measures, including barriers and hoarding, to be implemented to avoid destruction or injuring of, and protect, the trees that are to be retained; and
 - (h) where three (3) or more trees are proposed for destruction or injuring, and where the Inspector so requires a landscaping, replanting and replacement plan; and
 - (i) a report completed by a Qualified Tree Professional, which may include but is not limited to, a TRAQ Report, prior to the issuance of a tree Permit for the purpose of determining if the proposed work is able to proceed to the satisfaction of the Inspector; and
 - (j) any revised or additional information or documentation as may be required by the Inspector to determine if the tree Permit should be issued; and

- (k) any applicable fees as detailed in the Town's Annual User Fees.
- 12. No person shall provide false or misleading information on or in support of an application.
- 13. Submission of an application shall constitute the granting of permission for the Town, or its designate(s), to enter on the Applicant's land for purposes of this By-law.
- 14. Acceptance of an application does not constitute approval of the application or oblige the Town to issue a Permit.
- 15. Where the trunk of the tree straddles the boundary of one (1) or more properties, in addition to the requirements listed above, the applicant must provide the written consent of the other Owner(s) to the application.

ISSUANCE OF PERMITS

- 16. In deciding whether or not to issue a Permit in respect of a regulated tree, an Inspector shall consider the following criteria:
 - (a) the species of each regulated tree, and particularly whether it is native to the area, has been designated as an iconic tree species by the Town and any of its neighbourhoods with community tree plans, is considered regionally or locally significant or is an endangered species or threatened species as defined in the Endangered Species Act, 2007, S.O. 2007, c. 6, as amended or replaced from time to time, or in the Species at Risk Act, S.C. 2002, c. 29, as amended or replaced from time to time;
 - (b) the condition of the regulated tree;
 - (c) the location of the regulated tree including heights and distances to structures;
 - (d) the age of the regulated tree;
 - (e) the reason or reasons for the proposed destruction or injuring of the regulated tree;
 - (f) whether the regulated tree is a heritage tree;
 - (g) the presence, within the regulated tree, of breeding birds as contemplated in the Migratory Birds Convention Act, 1994, S.C. 1994, c. 22, as amended or replaced from time to time;
 - (h) the protection and preservation of ecological systems and their functions, including the protection and preservation of native flora and fauna;
 - (i) erosion, flood control and sedimentation of watercourses;
 - (j) the submissions of such persons or agencies as the Inspector may consider necessary to confer with for the proper review of the application; and
 - (k) any other legislation that may apply or approvals that may be required.
- 17. In issuing a Permit, the Inspector may make the Permit subject to such conditions as the Inspector may consider necessary, including (but not restricted to) any one (1) or more of the following requirements:
 - (a) that the destruction or injuring occurs in a specified manner;

- (b) that each tree destroyed or injured be replaced with one (1) or more replacement trees to be of a species capable of equal or mature height;
- (c) that in the case where the destroyed or injured tree is an iconic tree species it shall be replaced with an equally iconic tree species;
- (d) that the destruction or injuring only be carried out by or under the supervision of a Qualified Tree Professional;
- (e) that the tree(s) that are to be retained be protected in accordance with Good Arboricultural Practice as outlined in Tree Protection and Preservation Policy for construction near trees during the destruction, injuring or other related activities;
- (f) that specified measures be implemented to mitigate the direct and indirect effects of the destruction or injuring of other nearby trees, land, water bodies or natural areas; and
- (g) that payment of fees as detailed in the Town's Annual User Fee By-law be made into the Town's Replacement Tree Planting Fund.
- 18. Where the planting of replacement tree(s) has been imposed as a condition of tree removal, the Inspector shall require that:
 - (a) the replacement tree(s) be located on the same lot in a location and species to the satisfaction of the Inspector within twelve (12) months from the date of permit issuance, or the security deposit will be reallocated to the Town's Replacement Tree Planting Fund;
 - (b) the minimum tree replacement size is a thirty (30) millimetre caliper deciduous tree, or a one hundred and fifty (150) centimetre height coniferous tree in a five (5) gallon container or balled and burlapped or in a wire basket;
 - (c) where replacement tree(s) are not physically possible to properly grow on the site, the replacement tree(s) be located at another suitable location to the satisfaction of the Inspector within twelve (12) months from the date of permit issuance, or the security deposit will be reallocated to the Town's Replacement Tree Planting Fund;
 - (d) a landscaping, replanting and replacement plan be filed to the satisfaction of the Inspector;
 - (e) a written undertaking by the Applicant to carry out the replacement planting;
 - (f) a security deposit in a form satisfactory to the Inspector to be delivered to the Town;
 - (g) if replacement planting is not achievable on the subject land, it shall be substituted by a payment of cash in lieu as detailed in the Town's Annual User Fees; and
 - (h) the payment for each replacement tree not replanted in accordance with this subsection be made into the Town's Replacement Tree Planting Fund.
- 19. The Inspector may refuse to issue a Permit to remove a tree where any one (1) or more of the following applies:
 - (a) the Permit application has not been submitted in full and is considered incomplete, or where an arborist report is required or requested by the Inspector in support of the Permit application and the report has not been provided;

- (b) any tree with a diameter greater than twenty-four (24) centimetres, or the second tree or more with a diameter between fifteen (15) centimetres to twenty-four (24) centimetres, that has been applied for removal within a twelve (12) month consecutive period;
- (c) an application for a building permit, rezoning, a consent, a minor variance, a plan of subdivision, a plan of condominium or a site plan to the land on which the tree is located has been submitted to the Town or Region, but has not received final approval;
- (d) the tree is an endangered, threatened, or at risk tree species, as defined in the provincial Endangered Species Act, 2007, S.O. 2007, c. 6, or any tree classified as an endangered or threatened tree species, or a tree species of special concern, as defined in the federal Species at Risk Act, 2002, S.C. 2002, c. 29;
- (e) the tree is relevant to the heritage designation of the lot as determined by the Town's Director of Community and Development Services; or
- (f) the tree is required to be retained or planted as a condition of an approved Site Plan.
- 20. In issuing a Permit, the Inspector shall issue the Permit to the Applicant and provide copies of the Permit to any other Owners.
- 21. The Permit shall identify the tree(s) to be destroyed or injured and the reason(s) for the destruction or injuring.
- 22. Following issuance of a Permit, the Applicant shall immediately post a copy of it in a conspicuous place on the land where the regulated tree is located so that it is visible and legible to passers-by. The Permit shall be posted at least five (5) days prior to the destruction or injuring, and shall ensure that it remains so posted until the destruction, injuring or other related activities are complete.
- 23. A Permit is and remains the property of the Town and may not be transferred except with the approval of an Inspector.
- 24. An Inspector shall revoke a Permit if it was issued based on false, mistaken or misleading information or if the Applicant fails to comply with any condition attached to the Permit or any provision of this By-law.
- 25. A Permit shall expire one (1) year after its issuance, unless, at least thirty (30) days before that expiry, the Applicant applies to the Inspector and before that expiry, the Inspector grants a one-time extension of a maximum of six (6) months.

PERMIT APPEAL PROCESS

- 26. An Applicant;
 - (a) whose application for a Permit has been denied; or
 - (b) who is not satisfied with the terms or conditions placed on the Permit, may apply for a hearing to appeal this decision to the Hearing Officer.
- 27. Every person who initiates an appeal of a decision made under Section 26 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 Inspector.
- 28. 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 26 of this By-law.
- 29. An incomplete application is not subject to an appeal.

HEARING OFFICER

- 30. Council shall appoint, by a resolution, a Hearing Officer(s) for a term to be determined by Council.
- 31. Upon hearing an appeal, the Hearing Officer may:
 - (a) confirm the decision of the Director or Inspector to refuse a Permit application;
 - (b) rescind the decision of the Director or Inspector to refuse a Permit application, and order that the Permit be issued;
 - (c) confirm the decision of the Director or Inspector to deny the Permit; and/or
 - (d) confirm, modify or remove any conditions placed on the Permit, or add any conditions they deem appropriate.
- 32. The decision of the Hearing Officer shall be provided, in writing, to the Applicant as soon as is reasonable after such decision is rendered.
- 33. The decision of the Hearing Officer is final and binding.

ORDERS AND REMEDIAL ACTION

- 34. If an Inspector confirms, after making an inspection, that there has been a contravention of this By-law (including of an order or a condition of a Permit made pursuant to this By-law) then they may make an order requiring the person who contravened the By-law (including the Owner, an Applicant or, if applicable, a contractor of the Owner) to discontinue the activity and/or to do work to correct the contravention at the Owner's expense.
- 35. If a person is required, under an order pursuant to this By-law, to do a matter or thing, then in default of it being done by the person so required to do it, the matter or thing may be done at the person's expense under the direction of the Inspector.
- 36. The Town may recover the costs of doing the matter or thing under this section 35, from the person required to do it, by adding the costs to the tax roll for the subject land and collecting them in the same manner as property taxes.
- 37. The amount of the costs mentioned in section 36 including interest, shall constitute a lien on the subject land upon the registration, in the proper Land Registry Office, of a notice of lien.
- 38. The lien mentioned in section 37 shall be in respect of all costs that are payable at the time the notice is registered, plus interest accrued to the date payment is made.
- 39. An order under this By-law may be served:
 - (a) personally, in which case it shall be deemed to have been served on the date of that personal service;
 - (b) by email, in which case it shall be deemed to have been served on the date of that email; or

- (c) by sending it by prepaid ordinary mail to the last known address of the person being served, in which case it shall be deemed to have been served on the fifth day after the date it was mailed.
- 40. An order shall be served upon the and upon if known, any other person or persons responsible for the destruction or injury of the regulated tree.

ENFORCEMENT

- 41. Except as provided under section 10 of this By-law, no Person shall, without obtaining a Permit under this By-law:
 - (a) injure or destroy a tree, or cause or permit the injury or destruction of a tree with a DBH of fifteen (15) centimetres or greater. Where a tree has been injured or destroyed and a DBH measurement is no longer possible, then the tree stump will be measured at grade. If the tree stump measurement is fifteen (15) centimetres at grade, then the provisions of this By-law apply;
 - (b) any person who directly or indirectly contravenes or who causes or permits a contravention of any provision of this By-law, an order issued under this By-law or a condition of a Permit, is guilty of an offence;
 - (c) any director or officer of a corporation who concurs in the contravention of this By-law by the corporation is guilty of an offence; and
 - (d) if a contravention of any provision of this By-law, an order issued under this Bylaw or a condition of a Permit occurs, the contravention may be presumed to have been committed by the Owner of the land on which the contravention occurred.
- 42. No person shall fail to protect a tree in accordance with an approved Tree Protection Plan.
- 43. No person shall fail to comply with any of the conditions of a Permit that has been issued under this By-law.
- 44. No person shall alter or remove approved tree protection fencing without approval from the Inspector.
- 45. All contraventions of any provision of this By-law, any order issued under this By-law or any condition of a Permit are designated as multiple offences and continuing offences, pursuant to subsection 429(2) of the Municipal Act. A multiple offence is an offence in respect of two (2) or more acts or omissions each of which separately constitutes an offence and is a contravention of the same provision of this By-law and, for greater certainty, when multiple trees are destroyed or injured, the destruction or injury of each tree is a separate offence.
- 46. If an order or Permit issued under this By-law has not been complied with, the contravention of the order or Permit shall be deemed to be a continuing offence for each day or part of a day that the order or Permit is not complied with.
- 47. A person convicted of an offence under this By-law is liable to a fine of not less than \$500.
- 48. A person convicted of an offence under this By-law is liable:
 - (a) on a first conviction, to a fine of not more than \$10,000 or \$1,000 per tree to a maximum of \$100,000, whichever is greater; and

- (b) on any subsequent conviction, to a fine of not more than \$25,000 or \$2,500 per tree to a maximum of \$100,000, whichever is greater.
- 49. Where the person convicted of an offence under this By-law is a corporation:
 - (a) the maximum fine in subsection (a) of section 48 is \$50,000 or \$5,000 per tree to a maximum of \$100,000, whichever is greater; and
 - (b) the maximum fine in subsection (b) of section 48 is \$100,000 or \$10,000 per tree to a maximum of \$100,000, whichever is greater.
- 50. In the case of a continuing offence, for each day or part of a day that the offence continues, the minimum fine shall be \$500 and the maximum fine shall be \$10,000 and the total of all daily fines for the offence is not limited to \$100,000.
- 51. In the case of a multiple offence, for each offence included in the multiple offences, the minimum fine shall be \$500 and the maximum fine shall be \$10,000 and the total of all fines for each included offence is not limited to \$100,000.
- 52. On conviction of an offence under this By-law, a person is liable to a special fine in accordance with paragraph 429(2)(d) of the Municipal Act. The amount of the special fine shall be the minimum fine as provided for in section 47, to which may be added the amount of economic advantage or gain that the person has obtained or can obtain from the contravention of any provision of this By-law, any order issued under this By-law or any condition of a Permit. Pursuant to paragraph 429(3)1 of the Municipal Act a special fine may exceed \$100,000.
- 53. Upon conviction for an offence under this By-law, in addition to any other remedy and to any penalty imposed by this By-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order:
 - (a) prohibiting the continuation or repetition of the offence by the person convicted and;
 - (b) requiring the person convicted to correct the contravention within the period that the court considers appropriate include;
 - (i) the planting or replanting of any tree(s) destroyed or injured or the planting of any replacement tree(s) in a specified location and within a specified period of time;
 - (ii) the application of any silvicultural treatment that may be necessary to establish or re-establish the tree(s) or replacement tree(s); and
 - (iii) in lieu of planting or replanting, payment to the municipality in accordance with this By-law.

GENERAL PROVISIONS

- 54. Council delegates to the Inspector the authority to carry out their activities as set out in this By-law and in keeping with any community tree plans.
- 55. Council delegates to the Hearing Officer the authority to carry out its activities as set out in this By-law and in keeping with any community tree plans.
- 56. The Schedules attached to this By-law shall form part of this By-law.
- 57. This By-law shall not be interpreted as exempting any person from the requirement to comply with any other Town By-law. In the event of conflict between the provisions of this By-law and any other Town By-law, the provisions which are more protective of trees shall apply.

- 58. In this By-law, words importing the singular number shall include the plural, words importing the plural shall include the singular number, words importing the masculine gender shall include the feminine, and words importing the feminine gender shall include the masculine, unless the context requires otherwise.
- 59. 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.
- 60. The short title of this By-law is the "Private Tree Protection By-law".
- 61. References in this By-law to any legislation or By-law means as may be amended or replaced from time to time, and include any regulations thereunder.
- 62. That By-law 5139-19 and all amendments to the Private Tree Protection By-law are hereby repealed.
- 63. This By-law shall come into force and take effect on the 24th day of June, 2025.
- 64. After the date of the passing of this By-law, By-law No. 5139-19, as amended, shall apply only to those trees for which an Order or Permit have been issued prior to the date of passing of this By-law, and then only to such trees until such time as the work required by such Order or Permit has been completed or any enforcement proceedings with respect to such Order or Permit carried out by the municipality have been concluded.

READ A FIRST, SECOND AND THIRD TII 2025	AND PASSED THIS 24TH DAY OF JUNE	
LORD MAYOR GARY ZALEPA	TOWN CLERK GRANT BIVOL	

SCHEDULE "A"

Tree Measurement

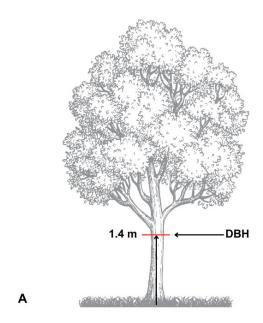
Diameter at breast height, or DBH, is the standard for measuring trees. DBH refers to the tree diameter measured at 1.4 metres (4.5 feet) above the ground. DBH can be measured quickly with a specially calibrated diameter tape, often referred to as a d-tape, that displays the diameter measurement when wrapped around the circumference of a tree. If you don't have access to a d-tape, you can find the diameter of the tree using a string, a measuring tape, a thumb tack, and a calculator.

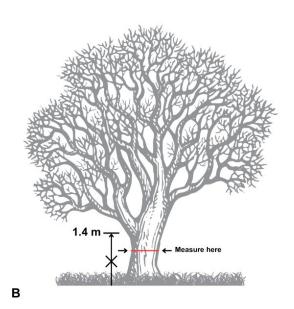
With the measuring tape, measure 1.4 metres (4.5 feet) up the trunk of the tree from the ground. Use a thumb tack to mark the height on the tree.

Wrap your string around the tree trunk at 1.4 metres (4.5 feet). Make sure the string is straight and tight around the trunk, and mark or cut the circumference on the string.

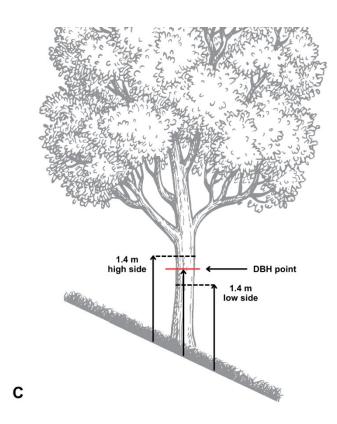
Measure the length of the string to get the circumference of the tree. Convert the circumference measurement to diameter by dividing the circumference by pi (3.14).

As a general rule, record the smallest trunk circumference between the DBH point (1.4 metres) and the ground, but below the lowest fork. Also, record the height above the ground where the measurement was taken.

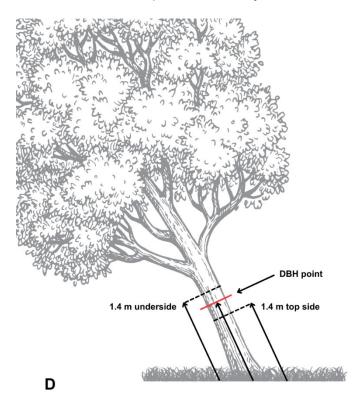




For a tree on a slope, measure up 1.4 metres (4.5 feet) along the axis of the trunk on both the high and low sides; the DBH point is midway between these two planes.



For a leaning tree, measure 1.4 metres (4.5 feet) along both the top and undersides of the trunk; the DBH point is midway between these two planes.



SCHEDULE "B"

Replacement and Replanting

Tree Replacement as the Condition of a Tree Removal Permit		
Diameter at Breast Height (DBH) in centimetres	Number of Replacement Trees	
15-24	2	
25-34	3	
35-44	4	
45-54	5	
55-64	6	
65-74	7	
75-84	8	
85-94	9	
95-104	10	
105-114	11	
>115	12	

The following list of trees are recommended for replacement or replanting as per the Ontario Tree Atlas, Ontario-Southwest Region 7E-3.

List of Preferred Trees for Replanting

Alternate-Leaf Dogwood	Northern Hackberry
American Beech	Ohio Buckeye
American Chestnut	Pawpaw
American Elm	Peachleaf Willow
American Mountain-Ash	Pin Cherry
Balsam Poplar	Pin Oak
Basswood	Red Maple
Bitternut Hickory	Red Mulberry
Black Cherry	Red Oak
Black Oak	River Birch
Black Walnut	Sassafras
Black Willow	Serviceberry
Blue-Beech	Shagbark Hickory
Bur Oak	Silver Maple
Cherry Birch	Sugar Maple
Common Hackberry	Swamp White Oak
Eastern Hemlock	Sycamore
Eastern White Pine	Tamarack
Freeman Maple	Thornless Honeylocust
Hawthorn	Trembling Aspen
Ironwood	Tulip Tree
Kentucky Coffeetree	White Birch (Paper Birch)
Largetooth Aspen	White Oak
Nannyberry	Yellow Birch

SCHEDULE "C"Nuisance Trees

Nuisance Trees: Female Gingko

SCHEDULE "D"

TO BY-LAW NO. 2025-XXX

TOWN OF NIAGARA-ON-THE-LAKE SHORT TITLE: Private Tree Protection By-law

ITEM	SHORT FORM WORDING	OFFENCE	SET FINE
1	Injuring or destroying, or causing a tree growing	4	\$1000
	within the urban boundaries to be injured or destroyed, without a permit		
2	Providing false or misleading information on an application	12	\$1000
3	Failing to protect a tree in accordance with an approved Tree Protection Plan	42	\$1000
4	Failing to comply with the conditions of a Permit	43	\$1000
5	Altering or removing tree protection fencing without approval from the Inspector	44	\$1000

SCHEDULE "E"

TOWN OF NIAGARA-ON-THE-LAKE

Tree Protection and Preservation Policy

This policy applies to Town and private trees covered under any municipal permit process or agreement relating to construction.

Contents

1.	Scope	2
2.	Definitions	2
3.	Application of Policy	2
4.	General Policy	3
5.	The Minimum Tree Protection Zone (MTPZ)	3
6.	Tree Protection Barriers	4
7.	Tree Removal and Relocation	4
8.	Site Services or Excavations within the Minimum Tree Protection Zone	4
9.	Tree Repair/Root Pruning	5
10.	Tree Protection Guarantee	6
11.	Tree Planting Security	6
12	Emergency Renairs to Utilities	7



1. Scope

This Policy describes the measures required to protect trees not designated for removal for all works on public property within the Town of Niagara-on-the-Lake and for those situated on private property within the Town's Urban Boundary.

2. Definitions

For the purpose of this Policy, the following definitions apply:

- a) Certified Arborist: An arborist certified by the International Society of Arboriculture (ISA) who has a diploma (minimum) in arboriculture or urban forestry. The arborist may be required to provide their ISA Certification number.
- b) Barrier: A fence placed around a single tree or group of trees to protect them from removal and injury.
- c) Dripline: The location on the ground surface directly beneath the theoretical vertical line from the tips of the outermost branches of the trees.
- d) Tree: Refers to all parts of the tree, including all roots.

3. Application of Policy

- a) Tree protection measures are required for Town trees protected by the Town's Tree By-law and those privately-owned trees protected by the Town's Private Tree Protection By-law.
- b) All trees situated on Town property are protected under the provisions of Tree By-law No. 4571-12.
- c) Trees that are of permittable size situated on private property are protected under the provisions of Private Tree Protection By-law No. 2025-XX.
- d) Trees protected by By-law may not be removed, injured or destroyed in any way without authorization.
- e) The specifications set out in this Policy shall be the standard specifications for tree protection measures during construction whenever tree protection measures are required by the Town and in every instance where construction activities may result in damage to trees.
- f) Higher standards of tree protection may be imposed where warranted in the opinion of the Town's Director of Operations or designate.
- g) Lesser standards of tree protection shall only be permitted on the recommendation of a Certified Arborist (as defined in this policy) and with the written consent of the Town's Director of Operations or designate.
- h) Anyone failing to adhere to the tree protection policies and specifications outlined below will be financially responsible for any resulting damage to trees.

4. General Policy

Construction activities near trees may result in injury to the trunk, limbs or roots of trees causing damage or death of the tree. In order to prevent such damage or death:

- a) Trees within or adjacent to a construction area must be protected during construction by means of a barrier demarcating the Minimum Tree Protection Zone (MTPZ) as outlined in Sections 5 & 6 of this Policy;
- b) Activities which are likely to injure or destroy the tree are not permitted within the MTPZ. Equipment or vehicles shall not be operated, parked, repaired or refueled within the dripline of trees.
- c) Tree pruning or root cutting of protected trees is to be done in accordance with Section 8 of this Policy.
- d) No objects may be attached to trees protected by By-law without written authorization by the Town. Construction material, supplies, or equipment and earth shall not be stockpiled within the dripline of any tree.
- e) Exposed roots from excavation must be covered with soil, mulch or wet burlap and watered within 24 hours of exposure to prevent drying out.

5. The Minimum Tree Protection Zone (MTPZ)

The following is a chart showing minimum required distances for determining a MTPZ. Some trees and some site conditions may require a larger MTPZ at the discretion of the Town.

Trunk Diameter (DBH) ²	Minimum Tree Protection Zone (MTPZ) Distances Required ³	Critical Root Zone (CRZ) Distances Required ^{3&4}
< 10 cm	1.8 m	1.8 m
11 - 40 cm	2.4 m	4.0 m
41 - 50 cm	3.0 m	5.0 m
51 - 60 cm	3.6 m	6.0 m
61 - 70 cm	4.2 m	7.0 m
71 - 80 cm	4.8 m	8.0 m
81 - 90 cm	5.4 m	9.0 m
91 - 100+ cm	6.0 m	10.0 m

Table 1 – Minimum Tree Protection Zones

¹ The roots of a tree can extend from the trunk to approximately 2-3 times the distance of the dripline.

 $^{^{2}}$ Diameter at breast height (DBH) measurement of tree trunk taken at 1.4 metres above ground.

³ MPTZ and CRZ distances are to be measured from the outside edge of the tree base towards the drip line and may be limited by an existing paved surface, provided the existing paved surface remains intact throughout the construction work and is subject to Section 6 of this Policy.

⁴ Where work is being performed beyond the MTPZ but within the CRZ, the works are subject to Section 8 of this Policy.

6. Tree Protection Barriers

Trees within MTPZ shall be protected by means of a "tree protection barrier" meeting the following specifications:

- a) The required barrier is a 1.2 m (4 ft) high orange plastic web snow fencing on 2" x 4" frame (see Detail TP-1). Where orange plastic web snow fencing creates a restriction to sightlines, page wire fencing with reflective tape can be used.
- b) Prior to any ground disturbance when staking, locates should be identified.
- c) Tree protection barriers are to be erected prior to the commencement of any construction or grading activities on the site and are to remain in place throughout the entire duration of the project. The barriers shall be maintained erect and in good repair throughout the duration of construction operations with breaks and unsupported sections repaired immediately. Tree protection may not be removed prior to the completion of construction without written authorization from the Town's Director of Operations or designate.
- d) All supports and bracing used to safely secure the barrier should be located outside the MTPZ. All supports and bracing should minimize damage to roots.
- e) Where some fill or excavated material must be temporarily located near a MTPZ, a wooden barrier with silt fencing must be used to ensure no material enters the MTPZ.
- f) No materials or fill may be stored within the MTPZ.
- g) Equipment or vehicles shall not be operated, parked, repaired, or refueled within the MTPZ.
- h) No construction activity, grade changes, surface treatment or excavations of any kind is permitted within the MTPZ without written authorization from the Town's Director of Operations or designate.
- i) A laminated MTPZ sign (see Detail TP-4) must be attached to the most visible side of the tree protection, where it will be visible to those persons entering the site. Minimum size must be 10" x 14".
- j) The tree protection barrier and signage must be erected to the satisfaction of the Director of Operations or designate in advance of any site works.

7. Tree Removal and Relocation

Any requests for removal, cutting, pruning or relocating a tree must be made in writing to the Town. If approval is granted for the removal of a tree, the contractor will assume all costs involved. In most instances, tree replacement or compensation will be required.

8. Site Services or Excavations within the Minimum Tree Protection Zone and Critical Root Zone

It is recognized that there are cases where trees are growing overtop existing underground utilities that may require inspection and/or new installation. While the guidelines in this Policy still apply, in these cases some modification to the MTPZ, in addition to pre-construction pruning, may be required where work within or near the

MTPZ is approved by the Town's Director of Operations or designate. The objective is to avoid severance of anchor roots and or major branches and minimize damage to the tree(s) and to maintain the natural form of the crown.

- a) Above ground clearance for overhanging branches in the work zone must be anticipated. The contractor is required to have a Town approved tree service raise the crown of all branches to provide adequate clearance for construction equipment. The cost of above ground pre-construction pruning is to be borne by the party that requires the work to be completed.
- b) When excavation is required for inspection (only) of private water and sanitary lateral connections at the property line, are within the limits of the MTPZ and the CRZ and have the potential to damage tree roots, excavation must be completed by a qualified arborist or under an arborist's supervision using a hydro vacuum unit or air powered soil excavation tools in order to preserve the integrity of the tree's roots. When new private water and sanitary lines must be installed, and there is not a suitable location outside of the MTPZ and the CRZ, directional micro tunneling and boring is the preferred option for installation within the MTPZ and CRZ.
- c) When any site works, are within the limits of the MTPZ and the CRZ and have the potential to damage tree roots, root pruning using a hydro vacuum unit or air powered soil excavation tools is acceptable, provided it is operated by a certified arborist or under a certified arborist's supervision, and completed to a depth of 300 mm. Roots are to be cut a maximum of 150 mm from the edge of excavation (grading or removals). The limit of excavation, grading or removals is to be minimized to the greatest extent possible and is to include the use of excavation shoring, smaller excavation equipment or rubber-tired machines. When possible, any exposed roots should be covered with soil, mulch, wet burlap, etc. and watered within 24 hours after exposure to prevent them from drying out. See Detail TP- 2 for further information.
- d) If equipment is required to be placed within the CRZ, ground protection is needed (i.e. plywood or synthetic alternative) to reduce soil compaction and must only be in short durations. A layer of mulch should be placed under the ground protection.

9. Tree Repair/Root Pruning

Trees damaged by construction operations shall be repaired as follows, as per ISA standards, within five (5) days of the damage:

- a) Branches 25 mm or greater in diameter that are broken shall be cut back cleanly on the tree side of the break or to within 10 mm of their base if a substantial portion of the branch is damaged.
- b) Bark that is damaged shall be neatly trimmed back to the uninjured bark without causing further injury to the tree.
- c) Root pruning within the MTPZ of any tree requires root exploration via a supersonic air tool or hydro vacuum unit to first remove the soil and expose the

roots.

- d) Roots under 2 cm in diameter can be pruned using a sharpened tool such as hand pruners or a sharpened spade under the supervision of Town staff.
- e) Roots between 2 cm and 8 cm in diameter can be pruned by the arborist using a sharp tool, such as a handsaw, hand pruner or loppers and under the supervision of Town staff and the advisement of a certified arborist.
- f) All roots over 8 cm in diameter must be assessed by a certified arborist prior to pruning and may only be pruned if the arborist on-site can confidently assess the effect of removal as not to be detrimental to the tree.
- g) Root pruning within the CRZ and outside of the MTPZ typically requires the use of a sharpened garden spade, cutting a line to a depth of about 30 cm by a certified arborist. However, the same pruning protocol for the size of roots encountered in the MTPZ applies to the roots found within this area.
- h) The trenches are backfilled with the same excavated soil or new topsoil or compost, and hoarding should be installed along this trench to protect the remaining roots.

10. Tree Protection Guarantee for Tree's on Public Property

A tree protection guarantee to secure the protection of trees on Public property impacted will be required. Such guarantees will be required upon Building Permit submission. The tree protection guarantee will be held by the Town of Niagara-on-the Lake and only be released by the Town provided that all construction activities are complete, compliance with all permit terms and conditions have been verified and there has been no encroachment into the MTPZ and the tree(s) are healthy and in a state of vigorous growth. Where it has been confirmed that an unauthorized encroachment into the MTPZ or the terms and conditions of a permit have not been complied with, the guarantee will be retained until satisfactory compliance is observed by the Town's Director of Operations or designate.

11. Tree Planting Security for Tree's on Public Property

A tree planning security in an amount equal to the cost of planting and maintenance for two (2) years in order to ensure compliance with approved landscape or replanting plans. The security deposit may be held by the Town after the planting of the trees for a period of two (2) years and shall be released by the Town provided that the trees have been maintained, are healthy and in a state of vigorous growth upon inspection. It is the applicant's responsibility to advise the Director of Operations or designate that the trees have been planted in accordance with approved plans, in order that the two (2) year maintenance period begin.

Prior to release of the security, any dead/dying trees must be replaced, deadwood and sucker growth should be pruned, and mulch should be topped up where necessary. If stakes and ties were used, they must be removed within one (1) year. Any encroachments are to be removed prior to assumption, including walkways, timbers or bricks that result in increased height of soil or mulch around the trees, and lights in trees

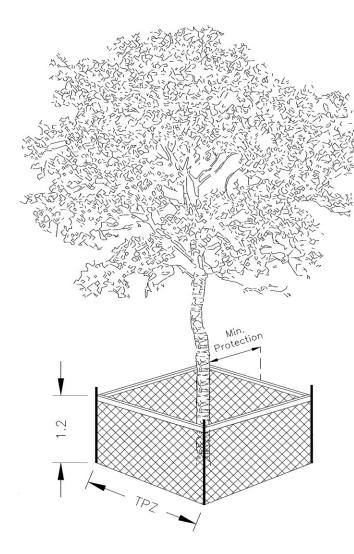
Where a tree has been damaged through non-compliance with the Tree Protection and Preservation Policy, any security provided for tree preservation or replacement may be held by the Town for up to two (2) years from the date of the final inspection of the construction project. If the tree dies or needs to be replaced within those two (2) years, the Owner shall pay for replacement planting with nursery stock using an Aggregate Caliper Formula (eg. one 250 mm caliper tree must be replaced with five 50 mm caliper trees or two 125 mm trees). This applies to 150 mm or greater caliper deciduous trees and coniferous trees, 4.5 m in height or greater. Replacement trees must have a minimum height of 180 cm for coniferous trees and 80 mm caliper for deciduous replacements. Replacements must be made to the satisfaction of the Town's Director of Operations or designate.

If the Owner meets their financial obligations and there is no further need to care for the tree, after two (2) years, the Town shall return the deposit(s) or the balance of the deposit(s) if the Town use some of the money for monitoring, preservation or replacement of the tree. If the tree does not recover to the satisfaction of the Town's Director of Operations or designate, then the Town shall retain the deposit(s) for the continued maintenance, preservation or eventual replacement of the tree. The Owner may be required to post additional securities if, in the opinion of the Town's Director of Operations or designate, the saved tree is damaged and will need ongoing monitoring, preservation or replacement that will exceed the cost of the deposit(s) mentioned above.

Securities may be released prior to the expiry of the two (2) year period provided the Town is satisfied that the tree has not been damaged. Applicants for the early release or reduction of securities shall submit a report from a Certified Arborist certifying that the tree is in a state of vigorous health and has not been injured or destroyed as a result of the construction activities.

12. Emergency Repairs to Utilities

Emergency repairs to underground utilities are permitted to commence immediately by a qualified person(s). The utility company concerned is responsible for notifying the Town at 905-468-3266 as soon as possible after emergency repairs have commenced. The utility company must notify the Town of any trees impacted by emergency repair work within 72 hours of the emergency work being commenced.



Detail TP-1 - Tree Protection Detail

Trunk Diameter (DBH) ²	Minimum Tree Protection Zone (MTPZ) Distances Required ³	Critical Root Zone (CRZ) Distances Required 3&4
< 10 cm	1.8 m	1.8 m
11 - 40 cm	2.4 m	4.0 m
41 - 50 cm	3.0 m	5.0 m
51 - 60 cm	3.6 m	6.0 m
61 - 70 cm	4.2 m	7.0 m
71 - 80 cm	4.8 m	8.0 m
81 - 90 cm	5.4 m	9.0 m
91 - 100+ cm	6.0 m	10.0 m

NOTES:

TREE PROTECTION BARRIER

- 1. The required barrier is a 1.2 metre (4 ft) high orange plastic web snow fencing on a 2" x 4" frame. Where orange plastic web snow fencing creates a restriction to sightlines, page wire fencing with reflective tape can be used.
- 2. Tree protection barriers are to be erected prior to the commencement of any construction or grading activities on the site and are to remain in place throughout the entire duration of the project. The barriers shall be maintained erect and in good repair throughout the duration of construction operations, with breaks and unsupported sections repaired immediately. Tree protection may not be removed prior to the completion of construction without written authorization from the Town's Director of Operations or designate.
- 3. All supports and bracing used to safely secure the barrier should be located outside the MTPZ. All supports and bracing should minimize damage to roots.
- 4. Where some fill or excavated material must be temporarily located near a MTPZ, a wooden barrier with silt fencing must be used to ensure no material enters the MTPZ.
- 5. No materials or fill may be stored within the MTPZ.
- 6. Equipment or vehicles shall not be operated, parked, repaired, or refueled within the MTPZ.
- 7. No construction activity, grade changes, surface treatment or excavations of any kind are permitted within the MTPZ without written authorization from the Town's Director of Operations or designate.
- 8. A laminated Minimum Tree Protection Zone sign (See Detail TP-4 MTPZ Sign) must be attached to the side of the tree protection barrier where it will be visible to persons entering the site. The minimum size must be 10" x 14".

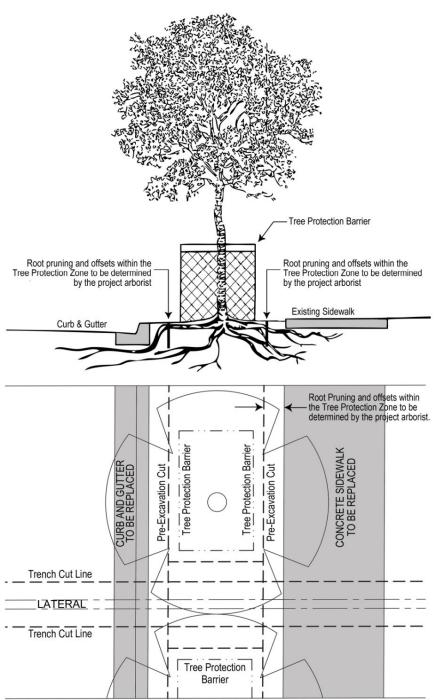
¹ The roots of a tree can extend from the trunk to approximately 2-3 times the distance of the dripline.

² Diameter at breast height (DBH) is the measurement of the tree trunk taken at 1.4 meters above ground.

³ MTPZ and CRZ distances are to be measured from the outside edge of the tree base towards the drip line and may be limited by an existing paved surface, provided the existing paved surface remains intact throughout the construction work and is subject to Section 6 of this Policy.

⁴ Where work is being performed beyond the MTPZ but within the CRZ, the works are subject to Section 8 of this Policy.

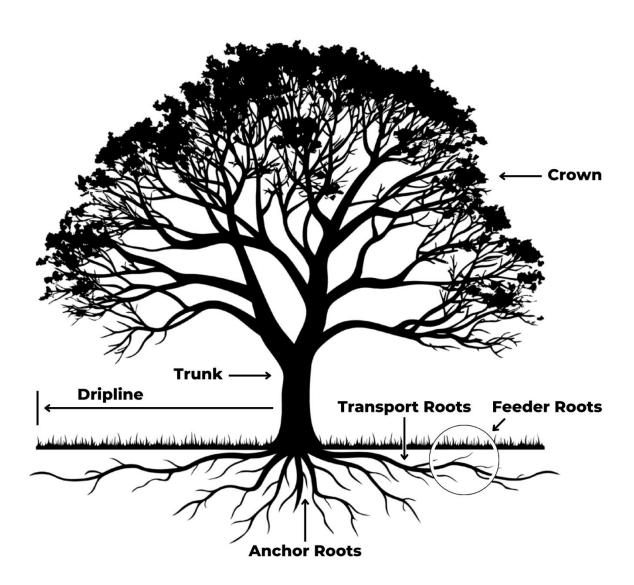
Detail TP-2 - Root Pruning Detail



NOTE:

For excavations perpendicular to to the curbing (ie. sidewalk, curbing, water or sewer laterals renewal)

- (a) The contractor is to use a trench box to minimize the width of the open cut.
- (b) When the lateral replacement is within the Tree Protection Zone of a tree, the contractor is to complete the works using trenchless technologies.





TREE PROTECTION ZONE (TPZ)

No equipment or vehicles shall be operated, parked, repaired or refuelled within the Tree Protection Zone.

No construction activity, grade changes, surface treatment or excavations of any kind is permitted within the Tree Protection Zone.

No materials or fill may be stored within the Tree Protection Zone.

This tree protection barrier must not be removed prior to the completion of construction without written authorization from the Town of Niagara-on-the-Lake, Operations Department

For more information, please contact:

info@notl.com or 905-468-3266

Table of Contents Condensed Version

Community Tree Plan Intent

Mandate

Distinctive Qualities of Chautauqua

Recommended Species for Private Property Planting

Recommended Design Guidelines

Prepared by Leslie Frankish September 2017 UPDATE

October 2023

The layers of our history are evident in our landscape. Let our era be the one that ensures the future of the Great Chautauqua Tree Canopy.

The following is based on the findings made in the 2016-2017 Chautauqua Tree Inventory.

Community Tree Plan Intent

To provide guidelines for future municipal street tree and park plantings.

To provide recommendations for private property plantings.

To be used in conjunction with any tree protection bylaws or polices by providing area specific guidelines for discretionary decisions regarding trees.

Mandate

To maintain the distinctive landscape of Chautauqua:

Respect the unique beauty & harmony of the Chautauqua tree canopy.

Respect the historical layers while accommodating contemporary conditions.

Retain distinctive streetscapes, vistas, focal points & landscape gestures.

Identify and protect the Iconic landmark heritage trees.

Recognize that, in addition to healthy habitat & public safety, the aesthetic & experiential aspects of the landscape are essential considerations.

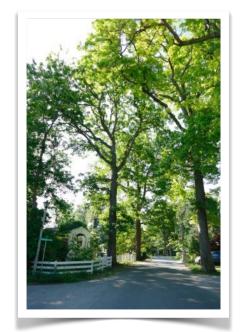
Distinctive Qualities

Atmosphere: Throughout Chautauqua there is a relaxed ambience. Although year round residences predominate the area, it still maintains a cottage resort atmosphere. The architecture is eclectic and the curb free roads feel more like large sidewalks. The epic tree canopy, however, is responsible for the strong 'sense of place'. It has been nicknamed the Cathedral of the Everyday. The feelings it evokes are paradoxicalmajestic & cozy....uplifting & grounded. Dichotomy is the key to the distinct quality of Chautauqua.

The majestic, uplifting aspect is achieved by the signature 'regal' form of the native Oaks,.... the predominant trees of Chautauqua. The high limbed, soaring trunks culminate in a canopy of large, artfully meandering branches that draw the eye upward.

The cozy, grounded aspect is created by the understory of 'cottagey' flowering shrubs and small trees. The multi-stemmed mounding forms create a comforting nest from which to view the majestic Oaks.

It is the strong contrast between the cozy and the uplifting that makes the big impact. Key to this, is the minimal presence of low branches or mid sized trees that would undermine the effect. This remarkable relationship needs to be preserved.



Arrangement: The elegant, noble trees are in a random arrangement scattered across many properties. It implies a natural forest setting rather than developers' regimentation. Formal silhouettes, layouts, and arrangements recall urban formality and are at odds with the relaxed informal atmosphere of Chautauqua.

Harmony: A very limited range of species creates this very harmonious canopy. Widespread planting of other species will dilute the tranquil unity of this arboreal wonder.

Specific species in a specific relationship defines the The Great Chautauqua Tree Canopy.

Please refer to the Design Guidelines & Recommended Planting lists for information on how to retain the distinctive Chautauqua landscape. For more information on the history and distinctive beauty of Chautauqua please refer to the Chautauqua Tree Inventory Report and ChautauquaOaksProject.ca

Recommended Species for Private Property Plantings

The following list provides choices for homeowners to plant on their own property. It includes native species as well as species now naturalized and deemed compatible with the native species. The rationale for this list is explained in the Chautauqua Tree Inventory Report. Please refer to the Recommended Design Guidelines for the relationships within which they should be planted. Please also visit ChautauquaOaksProject.ca for more information on planting in Chautauqua. **** Denotes those species particularly Iconic of the distinctive Chautauqua landscape.

Major Deciduous Trees:

Native to Chautauqua Oak Savannah:

Sugar Maple Acer saccharum 'Green Mountain"

Shagbark Hickory Carva ovata Shellbark Hickory Carva lacinoisa American Beech Fagus grandifolia Juglans nigra **Black Walnut** Sycamore/Buttonwood Platanus occidentalis **Black Cherry** Prunus serotina Quercus alba **** White Oak Quercus bicolor Swamp White Oak Quercus palustris **** Pin Oak Red Oak Quercus rubra ****

Naturalized & Compatible:

Silver Maples Acer saccharinum
Northern Catalpa Catalpa speciosa ****
Purple European Beech Fagus sylvatica

Columnar Oak Quercus alba fastigiata Scarlet Oak Quercus coccinea

Major Evergreen Trees:

Native to Chautauqua Oak Savannah:

Balsam Fir Abies balsamea
White Pine Pinus strobus ****
White Spruce Picea glauca ****

Small Deciduous Trees: Note......Multi-stem versions are recommended

Native to Chautauqua Oak Savannah:

Service Berry Amelanchier ****
Pawpaw Asimina triloba
Paperbark Birch Betula papyrifia
Blue Beech Carpinus caroliniana

Flowering Redbud Cercis canadensisincluding purple cultivar 'Forest Pansy' ****

Flowering Dogwood
Pagoda Dogwood
Witch Hazel
Ironwood or Hop Hornbeam
Sumac

Cornus florida ****

Cornus alternifolia

Hamamelis virginiana
Ostrya virginiana
Rhus typhina

Naturalized & Compatible:

Japanese Maples Acer palmatum

Magnolia Magnolia soulangiana and Mock Orange Philadelphus coronarius ****

Ornamental Purple Plum Prunus cerasifera 'Atropurpurea' Pissard Plum Ornamental Cherry Prunus subhirtella 'Autumnalis' or serrulata 'Kwanzan'

Lilac Syringa ****

Small Evergreen Trees:

Naturalized & Compatible: Note.....good for hedges & walls

Yew Taxus cuspidata

Emerald Cedar Thuja opcjdentelis synaregd

Recommended Design Guidelines

It is recognized that specific species in a specific relationship are the key to the unique harmony of the Great Chautauqua Tree Canopy. It is also recognized that within this harmony, individual streetscapes provide variations on the theme. The following outlines the general framework.

Design Guidelines.....General Arrangements: Canopy Trees:

Maintain 'remnants of the forest' quality with non formal, scattered arrangements that create the effect of a grove of trees spanning many properties.

Achieved best with staggered groups...clusters of 'a pair and a friend nearby'.

Street Trees: Placed off centre and not rigidly aligned along the street. Private Property: Placed at the edges & corners of the property will preclude interference with the house, and safeguard against future removal for renovations and rebuilds.

Mid story Trees:

<u>Street Trees</u>: None should be planted on the road allowances. <u>Private Property</u>: Best placed in back yards or closer to houses.

Understory Trees:

<u>Street Trees:</u> None should be planted on the road allowances.

<u>Private Property</u>: Clusters of multi-stemmed or mounding small trees & shrubs creates the comforting nest aspect of Chautauqua.

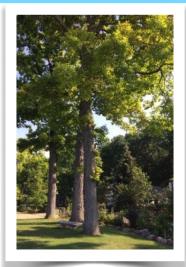
Design Guidelines.....General Trimming:

Canopy Trees:

<u>Street Trees</u>: Prune as high limbed to maintain the iconic Cathedrals of the Everyday, and to prevent interference with large municipal vehicles such as garbage trucks and ploughs.

<u>Private Property:</u> There are some exceptions but generally prune to high limbed as well. This is more compatible with small lots by allowing large trees to 'live above' the houses. It also allows air movement and prevents claustrophobia.

All pruning should be done by a certified arborist.







UPDATE 2023 Please visit ChautauquaOaksProject.ca for more information on the distinctive Chautauqua landscape.



Office of the Lord Mayor

Town of Niagara-on-the-Lake 1593 Four Mile Creek Road, P.O. Box 100, Virgil, ON LOS 1TO 905-468-3266 • gary.zalepa@notl.com

Memorandum

To: Council

From: Lord Mayor Zalepa Date: June 18, 2025

RE: Letter from Canada Post Regarding Proposed Adjustment to the Niagara-on-the-Lake Post Office Hours, 117 Queen Street

I have received the attached correspondence from Canada Post proposing a change to the hours of operation at the Queen Street Post Office. I will be responding to Canada Post to express concerns regarding the potential impact these changes will have on our community and business district and to request that consultation with the Town's CAO take place prior to any adjustments being made to the hours at this location.

Kind regards,

Gary Zalepa Lord Mayor

cc: Bruce Zvaniga, Chief Administrative Officer Kathy Wiess, Niagara-on-the-Lake Chamber of Commerce



CANADA POST 955 HIGHBURY AVE N LONDON, ON N5Y 1A3 CANADAPOST.CA POSTES CANADA 955 AVENUE HIGHBURY N LONDON, ON N5Y 1A3 POSTESCANADA.CA

June 11, 2025

Mayor Gary Zalepa Municipality of Niagara on the Lake 1593 Four Mile Creek Rd. PO Box 100 Virgil, ON LOS1T0

Re: Proposed adjustment to Niagara on the Lake post office's hours

Dear Mayor Zalepa,

I'm writing to inform you of a proposed adjustment to the hours of operations for the Niagara on the Lake post office. A recent review found very few customers using the location's services during certain times of the day. As a result, Canada Post is proposing a change to the location's hours of operations.

Before making any change, we plan to consult with the bargaining unit representing the location's employees at the Niagara on the Lake post office at 117 Queen St. We will keep you updated on the results of those consultations and the proposed adjustment.

Canada Post remains committed to delivering more for Canadians and businesses in your community and across the country. As their needs evolve, we are continually reviewing and adjusting our operations to ensure we are delivering a service they can count on.

Please do not hesitate to contact me at meagan.zettler@canadapost.ca or 226-235-9085 if you have any questions.

Sincerely,

Meagan Zettler

Meagan Zettler

Manager, Government and Community Affairs (Southwestern Ontario)

Canada Post

Minutes



COMMITTEE OF ADJUSTMENT MEETING MINUTES

May 15, 2025, 6:00 p.m.

Members Present: Margaret Louter, Angelo Miniaci, Eric Lehtinen, Paul Johnston

Members Absent: Steve Bartolini

Staff Present: Natalie Thomson, Aimee Alderman, Connor MacIsaac and Alex

Boekestyn

1. CALL TO ORDER

Chair Eric Lehtinen called the meeting to order and confirmed quorum at 6:00 p.m.

2. ADOPTION OF AGENDA

Moved by: Angelo Miniaci

that the agenda be adopted, as presented.

APPROVED

3. CONFLICT OF INTEREST

3.1 Paul Johnston - Minor Variance Application A-06/25 – 329 Victoria Street, CDS-25-062

Living in close proximity to the subject property and having a personal acquaintance with the applicant.

4. REQUEST FOR WITHDRAWAL OR ADJOURNMENT

There were no requests for withdrawal or adjournment.

5. APPLICATIONS

5.1 Minor Variance Application A-04/25 – 407 Victoria Street, CDS-25-068

Natalie Thomson summarized the notice.

Alex Boekestyn summarized the staff report.

Julia Czernicki (homeowner) was present on behalf of the application.

The Chair called on those registered to speak in support or against the proposal. There was no one in the audience who wished to speak for or against the application.

The following topics were discussed:

- Dwelling orientation on property
- 2 storey dwelling versus one storey
- Demolition of existing dwelling
- Exterior side yard setback requirements for a corner lot

Moved by: Angelo Miniaci

to accept the recommendation of the staff report that Minor Variance Application A-04/25 for 407 Victoria Street be approved, subject to the following conditions:

- 1. That a Stage 1 and 2 archaeological assessment be completed, by a consultant archaeologist licensed by the Ministry of Citizenship and Multiculturalism under the provisions of the Ontario Heritage Act (R.S.O. 1990), on the whole subject lands and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. The results of the Stage 1 and 2 archaeological assessment will determine the need for further studies. No demolition, grading or other soil disturbances shall take place on the subject property prior to the Ministry of Citizenship and Multiculturalism confirming to the Town that all archaeological resources concerns have met licensing and resource conservation requirements, and that a copy of all archaeological assessment reports and Ministry Compliance Letters are submitted to the Town, to the satisfaction of the Town:
- 2. That the owner/applicant submit a Tree Inventory and Protection Plan, completed by a certified arborist, including all Town trees, to the satisfaction of the Town's Urban Forestry Officer; and,

 That the owner/applicant submits and obtains approval from the Town for the removal or relocation of any tree on the subject property, including any compensation, to the satisfaction of the Town's Urban Forestry Officer.

Decision: RECOMMENDATION ACCEPTED / APPLICATION APPROVED.

Reasons: The Committee of Adjustment considered all the written and oral submissions and agrees with the minor variance report analysis and recommendation that this application meets the four Planning Act tests for minor variance:

- 2. The variance is minor in nature.
- 3. The variance is appropriate for the development of the land.
- 4. The general intent and purpose of the Zoning By-law is maintained.
- 5. The general intent and purpose of the Official Plan is maintained.

The Chair summarized the decision.

5.2 Minor Variance Application A-05/25 – 310 Simcoe Street, CDS-25-061

Natalie Thomson summarized the notice.

Connor MacIsaac summarized the staff report.

Santy Yeh (agent) was present on behalf of the application. Santy delivered a brief oral presentation.

The Chair called on those registered to speak in support or against the proposal. There was no one in the audience who wished to speak for or against the application.

The following topics were discussed:

- Design of dwelling to compliment the neighbourhood
- Lot coverage request due to bungalow instead of 2 storey

Moved by: Margaret Louter

to accept the recommendation of the staff report that Minor Variance Application A-05/25 for 310 Simcoe Street be approved, subject to the following conditions:

- 1. That a Stage 1 and 2 archaeological assessment be completed, by a consultant archaeologist licensed by the Ministry of Citizenship and Multiculturalism under the provisions of the Ontario Heritage Act (R.S.O. 1990), on the whole subject lands and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. The results of the Stage 1 and 2 archaeological assessment will determine the need for further studies. No demolition, grading or other soil disturbances shall take place on the subject property prior to the Ministry of Citizenship and Multiculturalism confirming to the Town that all archaeological resources concerns have met licensing and resource conservation requirements, and that a copy of all archaeological assessment reports and Ministry Compliance Letters are submitted to the Town, to the satisfaction of the Town;
- 2. That the owner/applicant submits and obtains approval of Town permit applications for the proposed tree removal, which may include but not be limited to the completion of a Tree Inventory and Protection Plan. If any boundary trees are proposed for removal, the owner/applicant is required to obtain written permission from adjacent landowners for the removal of any boundary trees, to the satisfaction of the Town.

Decision: RECOMMENDATION ACCEPTED / APPLICATION APPROVED.

Reasons: The Committee of Adjustment considered all the written and oral submissions and agrees with the minor variance report analysis and recommendation that this application meets the four Planning Act tests for minor variance:

- 2. The variance is minor in nature.
- 3. The variance is appropriate for the development of the land.
- 4. The general intent and purpose of the Zoning By-law is maintained.
- 5. The general intent and purpose of the Official Plan is maintained.

The Chair summarized the decision.

5.3 Minor Variance Application A-06/25 – 329 Victoria Street, CDS-25-062

Paul Johnston declared a conflict on this item. (Living in close proximity to the subject property and having a personal acquaintance with the applicant.)

Paul Johnson exited the room at 6:36pm due to his declared conflict.

Natalie Thomson summarized the notice.

Connor MacIsaac summarized the staff report.

Mark Edwards (agent) was present on behalf of the application.

The Chair called on those registered to speak in support or against the proposal. There was no one in the audience who wished to speak for or against the application.

The following topics were discussed:

- Tree removals to accommodate proposal
- Existing concrete pad to accommodate future pool equipment

Moved by: Angelo Miniaci

to accept the recommendation of the staff report that Minor Variance Application A-06/25 for 329 Victoria Street be approved, subject to the following conditions:

1. That a Stage 1 and 2 archaeological assessment be completed, by a consultant archaeologist licensed by the Ministry of Citizenship and Multiculturalism under the provisions of the Ontario Heritage Act (R.S.O. 1990), on the whole subject lands and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. The results of the Stage 1 and 2 archaeological assessment will determine the need for further studies. No demolition, grading or other soil disturbances shall take place on the subject property prior to the Ministry of Citizenship and Multiculturalism confirming to the Town that all archaeological resources concerns have met licensing and resource conservation requirements, and that a copy of all archaeological assessment reports and Ministry Compliance Letters are submitted to the Town, to the satisfaction of the Town;

- 2. That the owner/applicant signs and submits the Town's Tree Protection Declaration Form, to the satisfaction of the Town's Urban Forestry Officer; and
- 3. That the owner/applicant submits and obtains approval of permit applications for the proposed tree removal from the Town, which may include but not be limited to the completion of a Tree Inventory and Protection Plan. If any boundary trees are proposed for removal, the owner/applicant is required to obtain written permission from adjacent landowners for the removal of any boundary trees, to the satisfaction of the Town's Urban Forestry Officer.

Decision: RECOMMENDATION ACCEPTED / APPLICATION APPROVED.

Reasons: The Committee of Adjustment considered all the written and oral submissions and agrees with the minor variance report analysis and recommendation that this application meets the four Planning Act tests for minor variance:

- 2. The variance is minor in nature.
- 3. The variance is appropriate for the development of the land.
- 4. The general intent and purpose of the Zoning By-law is maintained.
- 5. The general intent and purpose of the Official Plan is maintained.

The Chair summarized the decision.

5.4 Minor Variance Application A-07/25 – 19 Kenmir Avenue, CDS-25-069

Paul Johnson rejoined the meeting at 6:50pm.

Natalie Thomson summarized the notice.

Alex Boekestyn summarized the staff report.

Nick Fortuna (homeowner) was present on behalf of the application.

The Chair called on those registered to speak in support or against the proposal. There was no one in the audience who wished to speak for or against the application.

The following topics were discussed:

Average grade of property for measuring height

Covered porch requiring additional lot coverage

Moved by: Paul Johnston

to accept the recommendation of the staff report that Minor Variance Application A-07/25 for 19 Kenmir Avenue be approved, subject to the following condition:

 That the owner/applicant submits and obtains approval from the Town for the removal or relocation of the Town tree fronting the subject property, including any compensation, to the satisfaction of the Town's Urban Forestry Officer.

Decision: RECOMMENDATION ACCEPTED / APPLICATION APPROVED.

Reasons: The Committee of Adjustment considered all the written and oral submissions and agrees with the minor variance report analysis and recommendation that this application meets the four Planning Act tests for minor variance:

- 2. The variance is minor in nature.
- 3. The variance is appropriate for the development of the land.
- 4. The general intent and purpose of the Zoning By-law is maintained.
- 5. The general intent and purpose of the Official Plan is maintained.

The Chair summarized the decision.

5.5 Consent Application B-04/25 and Minor Variance Application A-08/25 – 767 Concession 2 Road, CDS-25-066

Natalie Thomson summarized the notice.

Alex Boekestyn summarized the staff report.

Susan Wheler (agent) was present on behalf of the application.

The Chair called on those registered to speak in support or against the proposal. There was no one in the audience who wished to speak for or against the application.

The following topics were discussed:

- Terminology of "minor" boundary adjustment
- Trans Canada Pipeline easement and associated condition

Reconfiguration of existing lots meaning no new lot created

Moved by: Angelo Miniaci

to accept the recommendation of the staff report that Consent Application B-04/25 be approved, subject to the recommended conditions:

- That the owner/applicant provides a legal description of Part 2, acceptable to the Registrar, together with one (1) digital copy toscale of the deposited reference plan, if applicable, or a copy of all instruments and plans referred to in the legal description, to the satisfaction of the Town, for use in the issuance of the Certificate of Consent;
- 2. That pursuant to *Planning Act* Section 50 (12), it is hereby stipulated that Section 50 (3) or 50 (5) shall apply to any subsequent conveyance of, or other transaction involving the identical subject parcel of land (Part 2) that Part 2 is merged in title with Part 3 and they become one parcel of land; and that the owner/applicant provides a lawyer's undertaking, to the satisfaction of the Town, that Part 2 shall be conveyed to the owner of Part 3 and to prepare and register application to consolidate the lands and forward a copy of receipted application within two years of issuance of the consent certificate;
- That the owner/applicant provides a lawyer's undertaking, to the satisfaction of the Town, to forward a copy of documentation confirming the transaction, i.e. transfer of Part 2, has been carried out, the documentation to be provided within two years of issuance of the consent certificate;
- 4. That the conditions, restrictions or covenants specified by TransCanada PipeLines Limited (TCPL) shall be registered against title (by agreement) in relation to the "Lands" by way of application to register conditions, restrictions or covenants as applicable, pursuant to the Land Titles Act, or any amendments thereto;
- 5. That the Town Operations Department be provided with a copy of the deposited reference plan; and,

6. Dedication of 3.05 metre road allowance widening fronting Part 3 of the proposed severance, to the satisfaction of the Director of Operations.

Decision: RECOMMENDATION ACCEPTED / APPLICATION APPROVED.

Reasons: The Committee of Adjustment agrees with the consent report analysis and recommendation that, subject to the conditions of provisional consent, this application meets Planning Act requirements, is consistent with Provincial Policy, the Niagara Region Official Plan and the Town Official Plan regarding the boundary adjustment.

and that Minor Variance Application A-08/25 for 767 Concession 2 Road be approved, subject to the recommended condition:

1. That the owner/applicant obtain final approval for Consent Application B/04/25

Decision: RECOMMENDATION ACCEPTED / APPLICATION APPROVED.

Reasons: The Committee of Adjustment considered all the written and oral submissions and agrees with the minor variance report analysis and recommendation that this application meets the four Planning Act tests for minor variance:

- 2. The variance is minor in nature.
- 3. The variance is appropriate for the development of the land.
- 4. The general intent and purpose of the Zoning By-law is maintained.
- 5. The general intent and purpose of the Official Plan is maintained.

The Chair summarized the decision.

5.6 Consent Application B-05/25 - 944 Concession 1 Road, CDS-25-063

Natalie Thomson summarized the notice and mentioned one member of the public in attendance with interest about proposal.

Connor MacIsaac summarized the staff report.

Susan Wheler (agent) was present on behalf of the application.

The Chair called on those registered to speak in support or against the proposal. Justin Vanderveen was in the audience but declined speaking to the application.

The following topics were discussed:

· Clarification on surplus farm requirements

Moved by: Paul Johnston

to accept the recommendation of the staff report that Consent Application B-05/25 for the severance of the rural residential lot known as 944 Concession 1 Road (Part 1) as a surplus to a consolidated farming operation, be approved, subject to the following conditions:

- 1. That the owner/applicant provides a legal description of Part 1, acceptable to the Registrar, together with 1 digital copy to-scale of the deposited reference plan, if applicable, or a copy of all instruments and plans referred to in the legal description, to the satisfaction of the Director of Community and Development Services, for use in the issuance of the Certificate of Consent;
- 2. That the owner/applicant provides a lawyer's undertaking, to the satisfaction of the Director of Community and Development Services, to forward a copy of documentation confirming the transaction, i.e. merging of Part 2 with Part 3, has been carried out, the documentation to be provided within two years of issuance of the consent certificate, or prior to the issuance of a building permit, whichever occurs first;
- That the owner/applicant obtains approval in the form of a municipal entrance permit from the Town's Operations Department for the proposed driveway on Part 2 providing access to Concession 1 Road, to the satisfaction of the Director of Operations;
- 4. That the owner/applicant, at their own expense, enter into a reapportionment agreement for assessment of future maintenance of the municipal drain, subject to the approval of the Town's Drainage Superintendent; and,
- 5. That the Town Operations Department be provided with a copy of the deposited reference plan.

Decision: RECOMMENDATION ACCEPTED / APPLICATION APPROVED.

Reasons: The Committee of Adjustment agrees with the consent report analysis and recommendation that, subject to the conditions of provisional consent, this application meets Planning Act requirements, is consistent with Provincial Policy, the Niagara Region Official Plan and the Town Official Plan regarding the boundary adjustment.

The Chair summarized the decision.

6. MINUTES FOR APPROVAL

The March 20, 2025 minutes were approved by unanimous consent.

7. NEW BUSINESS

Chair Eric Lehtinen noted the posting had recently closed to fill 2 vacancies on Committee of Adjustment.

8. NEXT MEETING DATE

Thursday, June 19, 2025 at 6:00pm.

9. ADJOURNMENT

The meeting was adjourned at 7:28 pm

Minutes



HERITAGE TRAIL COMMITTEE MEETING MINUTES

May 21, 2025, 1:00 p.m.

Members Present: Rick Meloen - Chair, Tony Chisholm - Vice Chair, Rick Coyne,

Wendy Cheropita, Cheryl Morris

Members Absent: Fred Sentineal, Albrecht Seeger

Staff Present: Kevin Turcotte -- Manager of Parks and Recreation

Christine Tonon – Operations Clerk

1. CALL TO ORDER

Meeting was called to order by Rick Meloen, Chair, @ 1:02 p.m.

2. ADOPTION OF AGENDA

Moved by Cheryl Morris

That the agenda be adopted, as presented.

APPROVED

3. CONFLICT OF INTEREST

None were declared

4. PREVIOUS MINUTES

4.1 April 16, 2025

Moved by Tony Chisholm, Co-Chair

That the minutes from April 16, 2025 be received.

APPROVED

5. PRESENTATIONS

There were none.

6. BUSINESS

6.1 Finance and Grant Update

Director Turcotte provided an update to the Committee.

6.2 Construction Update

Director Turcotte provided an update to the Committee.

6.3 Report from Chair

There was none.

6.4 International Trail Day

The Committee discussed International Trail Day planned for June 7, 2025.

7. **NEXT MEETING DATE**

Tuesday June 18, 2025 @1:00 pm

8. ADJOURNMENT

Meeting was adjourned unanimously at 1:40 p.m.

APRROVED

Minutes



CAO RECRUITMENT COMMITTEE MINUTES

June 2, 2025, 10:00 a.m.

Members Present: Lord Mayor Gary Zalepa, Councillor Erwin Wiens, Councillor

Sandra O Connor. Councillor Maria Mavridis

1. CALL TO ORDER

The Lord Mayor called the meeting to order at 10:00 a.m.

2. ADOPTION OF AGENDA

Moved By Councillor Maria Mavridis Seconded By Councillor Erwin Wiens

That the agenda be adopted, as presented.

APPROVED

3. CONFLICT OF INTEREST

None were declared.

4. CLOSED SESSION

Moved By Councillor Maria Mavridis Seconded By Councillor Erwin Wiens

That the Committee proceed into a closed meeting at 10:03 a.m. to consider matters that qualify under the Municipal Act 2001 Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees; specifically regarding CAO recruitment.

APPROVED

Moved By Councillor Maria Mavridis Seconded By Councillor Sandra O Connor

That the Committee rise from a closed meeting at 10:48 a.m. to consider matters that qualify under the Municipal Act 2001 Section 239(2)(b) personal matters

about an identifiable individual, including municipal or local board employees; specifically regarding CAO recruitment and that the Phelps Group and Staff proceed as directed.

APPROVED

5. BUSINESS

There was none.

6. ADJOURNMENT

Moved By Councillor Sandra O Connor Seconded By Councillor Maria Mavridis

That the Committee adjourn at 10:49 a.m.

APPROVED

Minutes



CAO RECRUITMENT COMMITTEE MINUTES

June 6, 2025, 8:30 a.m.

Members Present: Lord Mayor Gary Zalepa, Councillor Erwin Wiens, Councillor

Sandra O Connor, Councillor Maria Mavridis

1. CALL TO ORDER

The Lord Mayor called the meeting to order at 8:30 a.m.

2. ADOPTION OF AGENDA

Moved By Councillor Maria Mavridis Seconded By Councillor Erwin Wiens

That the agenda be adopted, as presented.

APPROVED

3. CONFLICT OF INTEREST

None were declared.

4. CLOSED SESSION

Councillor O'Connor joined during closed session at 8:34 a.m.

Moved By Councillor Maria Mavridis Seconded By Councillor Erwin Wiens

That the Committee proceed into a closed meeting at 8:34 a.m. to consider matters that qualify under the Municipal Act 2001 Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees; specifically regarding CAO recruitment.

APPROVED

Moved By Councillor Sandra O Connor Seconded By Councillor Maria Mavridis That the Committee rise from a closed meeting at 9:16 a.m. to consider matters that qualify under the Municipal Act 2001 Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees; specifically regarding CAO recruitment and that staff and the consultants proceed as directed.

APPROVED

5. BUSINESS

There was none.

6. ADJOURNMENT

Moved By Councillor Erwin Wiens Seconded By Councillor Sandra O Connor

That the meeting adjourn at 9:17 a.m.

APPROVED

Minutes



DISCRETIONARY GRANT COMMITTEE MEETING MINUTES

June 5, 2025, 1:00 p.m.

Members Present: Councillor Tim Balasiuk, Councillor Adriana Vizzari

Members Absent: Councillor Maria Mavridis

Staff Present: Kyle Freeborn - Treasurer/Director Corporate Services, Shannon

Mista - Legislative and Committees Coordinator, Amy Sager -

Finance Coordinator

1. CALL TO ORDER

The meeting was called to order by Shannon Mista, Legislative and Committees Coordinator at 1:00 p.m.

2. ADOPTION OF AGENDA

Moved by: Councillor Tim Balasiuk

That the agenda be adopted as presented

APPROVED

3. CONFLICT OF INTEREST

None were declared.

4. CLOSED SESSION

The Committee transitioned into Closed Session.

Moved by: Councillor Tim Balasiuk

Closed Meeting under Section 239(3.1) for the purposes of educating and providing training to members regarding discretionary grant policy.

APPROVED

Moved by: Councillor Tim Balasiuk

That the Commitee rise from a closed meeting to consider matters that qualify under the Municipal Act 2001 under Section 239(3.1) for the purposes of educating and providing training to members regarding discretionary grant policy with no report.

APPROVED

5. **NEXT MEETING DATE**

Thursday, June 12, 2025, at 10:00 a.m.

6. ADJOURNMENT

Adjournment unanimously took place at 1:46 p.m.

Minutes



DISCRETIONARY GRANT COMMITTEE MEETING MINUTES

June 12, 2025, 10:00 a.m.

Members Present: Councillor Tim Balasiuk, Councillor Maria Mavridis, Councillor

Adriana Vizzari

Staff Present: Kyle Freeborn - Treasurer/Director Corporate Services, Shannon

Mista - Legislative and Committees Coordinator, Amy Sager -

Finance Coordinator

1. CALL TO ORDER

The meeting was called to order by Shannon Mista, Legislative and Committees Coordinator at 10:05 a.m.

2. ADOPTION OF AGENDA

Moved by: Councillor Tim Balasiuk

That the agenda be adopted as presented.

APPROVED

3. CONFLICT OF INTEREST

None were declared.

4. PREVIOUS MINUTES

4.1 June 6, 2025

Moved by: Councillor Adriana Vizzari

That the June 5, 2025, minutes be received.

APPROVED

5. CLOSED SESSION

Moved by: Councillor Maria Mavridis

Closed Meeting under Section 239(2)(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization, regarding discretionary grant policy.

APPROVED

Moved by: Councillor Adriana Vizzari

That the Committee rise from a closed meeting under Section 239(2)(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization, regarding discretionary grant policy with direction to staff to prepare a report.

APPROVED

6. ADJOURNMENT

Adjournment unanimously took place at 11:16 p.m.

Minutes



IRRIGATION COMMITTEE MEETING MINUTES

June 11, 2025, 2:00 p.m.

Members Present: Kevin Buis - Chair, Rob Enns, Michael Kauzlaric, George Lepp,

Kurt Neumann, Aaron Oppenlander

Members Absent: Councillor Erwin Wiens - Vice Chair

Staff Present: Grant Bivol - Town Clerk, Brandon Enns - Drainage and

Irrigation Superintendent, Shannon Mista - Legislative and

Committees Coordinator

Staff Absent: Cheryl Lootsma - Administrative Assistant, Operations

1. CALL TO ORDER

The meeting was called to order by Kevin Buis, Chair at 2:04 p.m.

2. ADOPTION OF AGENDA

Moved by: Rob Enns

Rob Enns, requested that Schenck Farms joining the irrigation system be added to the agenda.

APPROVED

3. CONFLICT OF INTEREST

None were declared.

4. PREVIOUS MINUTES

4.1 April 9, 2025

Moved by: Aaron Oppenlander Seconded by: George Lepp

The April 9, 2025, minutes were received.

APPROVED

5. PRESENTATIONS

6. BUSINESS

6.1 Financial Update - Kyle Freeborn

The committee asked Director Freeborn clarifying questions about the finances.

Brandon Enns was requested to bring back a report on the tractor and the mechanical issues for the next meeting.

6.2 Pump Status Update

Brandon Enns, provided an update on the pump house at Eastchester and at the Whirlpool.

6.3 NOTL Irrigation Funding

The project is getting funded with \$1.8 million, for the pipe systems and update NOTL engineering reports.

6.4 Meter Pilot Project

Brandon Enns, Drainage and Irrigation Superintendent, stated Bosys Technologies is coming to hook up the meters for June 25, 2025, at the following farms Thwaites Farms, Kia Wiens, and Fedorkow Farms.

The committee requested that Brandon bring back the cost for the next meeting and confirm with Bosys Technologies on viewing during the installation process. Also, Vanden Bussche Irrigation will be coming down with Bosys Technologies to install the meters.

6.5 Schenck Farms

The committee discussed whether or not they would allow Schenck Farms to be added to the irrigation system,

Moved by: George Lepp

Seconded by: Aaron Oppenlander

That Schenck Farms buys in for 50% price of their acreage.

APPROVED

7. NEXT MEETING DATE

7.1 Wednesday, July 9, 2025 @ 2:00 p.m.

8. ADJOURNMENT

Moved by: Aaron Oppenlander Seconded by: George Lepp

Adjournment unanimously took place at 2:26 p.m.

APPROVED



Department of Administration

1593 Four Mile Creek Road P.O. Box 100, Virgil, ON L0S 1T0 905-468-3266 • Fax: 905-468-2959

www.notl.com

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"; and

WHEREAS Policy P-CAO-25-01 does not apply to participation in public meetings held in accordance with the *Planning Act*;

THEREFORE BE IT RESOLVED that staff be instructed to update the Town's online delegation request form to require a more detailed summary of remarks for delegations requesting to speak to Council or Committee unless the delegation is registering exclusively for the purpose of addressing questions from Council/Committee; and

BE IT FURTHER RESOLVED that the current submission deadline of 12:00 p.m. on the Monday prior to the meeting remain in effect for any materials delegates wish to include to support their delegations.



Department of Administration

1593 Four Mile Creek Road P.O. Box 100, Virgil, ON L0S 1T0 905-468-3266 • Fax: 905-468-2959

www.notl.com

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

OFFICE OF THE TOWN CLERK

Notice of Motion

INTRODUCTION DATE: June 24, 2025

SUBJECT: Motion re: Long-Term Residential Rental Licensing Program

& Update on Licensing and Enforcement Initiatives

REQUESTED BY: Councillor Mavridis

SECONDED BY: Councillor Niven

WHEREAS the Town of Niagara-on-the-Lake continues to experience housing affordability and availability challenges, particularly for year-round residents seeking stable, long-term accommodations; and

WHEREAS the municipality currently licenses short-term rentals but does not have a framework in place to monitor or regulate long-term rental properties; and

WHEREAS a Long-Term Residential Rental Licensing Program would support improved housing data collection, promote compliance with applicable municipal bylaws (including property standards, fire safety, and zoning), and ensure safe and quality housing for tenants;

THEREFORE BE IT RESOLVED that Staff be directed to report back to Council in Q4 2025 with recommendations for proposed implementation and timeline for the Master Business Licensing Program including additional staffing enhancements to effectively manage this program; and,

BE IT FURTHER RESOLVED that Council direct Staff to include a framework for a break-out program, Licensing Long-Term Residential Rentals within the Master Business License Program report, including but not limited to:

- Eligibility and application requirements for property owners renting for periods exceeding 28 consecutive days;
- Health, safety, parking, and property maintenance standards;
- Annual licensing fees and cost-recovery models;

- Compliance and enforcement measures,;
- Tenant protection provisions; and

BE IT FURTHER RESOLVED that Council direct Staff to ensure that public stakeholder engagement is included in the development of the programs.



Department of Administration

1593 Four Mile Creek Road P.O. Box 100, Virgil, ON L0S 1T0 905-468-3266 • Fax: 905-468-2959

www.notl.com

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

OFFICE OF THE TOWN CLERK

Notice of Motion

INTRODUCTION DATE: July 22, 2025

SUBJECT: Motion re: Discretionary Grant Program

REQUESTED BY: Councillor Mavridis

SECONDED BY: Councillor Vizzari

WHEREAS Whereas the Town of Niagara-on-the-Lake currently operates a Discretionary Grant Program that provides funding to a range of local organizations and initiatives; and

WHEREAS there is a need to ensure that municipal funding aligns with strategic priorities and provides equitable, transparent, and measurable community benefits; and

WHEREAS Council has identified an opportunity to refocus municipal grant funding on programs and initiatives that directly benefit local residents, particularly youth and community-based engagement; and

WHEREAS Council reserves the right to cancel or alter grant programs as needed, per the Town's approved Discretionary Grant Policy;

THEREFORE BE IT RESOLVED that Council directs staff to sunset the current Discretionary Grant Program; and

BE IT FURTHER RESOLVED that Council directs staff to develop a new Community and Youth Initiatives Grant Program to be launched in 2026, with criteria and guidelines focused on:

- Supporting community-led programs and events that benefit Niagara-on-the-Lake residents:
- Enhancing youth development, engagement, and leadership opportunities;
- Encouraging collaboration among local non-profit organizations, schools, and service groups;

• Ensuring equitable access to funding through transparent application and evaluation processes; and

BE IT FURTHER RESOLVED that staff report back to Council with a draft framework, including eligibility criteria, application process, evaluation metrics, and budget recommendations, no later than Q4 2025.

THE CORPORATION

OF THE

TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 4586E-25

A BY-LAW TO AMEND BY-LAW NO. 4586-12 AS AMENDED TO REGULATE THE SIZE, USE, LOCATION AND MAINTENANCE OF SIGNS WITHIN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

WHEREAS, section 11 of the Municipal Act authorizes a municipality to pass By-laws respecting structures including signs;

AND WHEREAS the Council of The Corporation of The Town of Niagara-on-the-Lake passed Sign By-law No. 4586-12 on October 9, 2012;

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

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE ENACTS AS FOLLOWS:

- 1. That By-law No. 4586-12, as amended, be further amended by adding the following to Section 2.01 Definitions and Interpretation:
 - Visual Art means original pieces of art not limited by the medium used. It may include, but is not limited to, paintings, drawings, print-making, sculptures, photography, and installation art. For further clarification, advertising devices shall not be considered Visual Art.
 - **Public Art** is Visual Art or a limited-edition reproduction of Visual Art that is installed outdoors on private or public property that is visible and accessible to the public, which is used to reflect or engage the community. For the purposes of this By-law, Public Art shall not be considered a sign.
- 2. That this By-law come info force and effect immediately upon the passing thereof.

READ A FIRST,	SECOND AND) THIRD T	IME AND I	PASSED T	THIS 24T	H DAY
OF JUNE 2025						

LORD MAYOR GARY ZALEPA	TOWN CLERK GRANT BIVOL	

THE CORPORATION

OF THE

TOWN OF NIAGARA-ON-THE-LAKE BY-LAW NO. 2025-042

A BY-LAW TO AMEND A BY-LAW 2025-010 TO DESIGNATE AN AREA OF THE

OLD TOWN AS A HERITAGE CONSERVATION DISTRICT STUDY AREA PURSUANT TO

SECTION 40.1(1) OF THE *ONTARIO HERITAGE* ACT, R.S.O. 1990, CHAPTER 0.18, AS AMENDED

WHEREAS the purpose of a heritage conservation district study, as provided for under section 40 of the Ontario Heritage Act, is to examine the character and appearance of an area to determine if the area should be preserved as a heritage conservation district and to consider and make recommendations with regard to the establishment of a district plan to guide changes to properties located within the district;

AND WHEREAS section 40.1(1) of the Ontario Heritage Act provides that, if the council of a municipality undertakes a study of a heritage conservation district, the council may, by by-law, designate the area specified in the by-law as a heritage conservation study area for a period of up to one year;

AND WHEREAS Council for the Town of Niagara-on-the-Lake on June 24, 2025 endorsed the recommendation of the Queen-Picton (Old Town) Heritage Conservation District Study: Phase 1 Study Report to expand the boundaries of the Heritage Conservation District and directed staff to begin Phase 2 of the Study, involving preparation of an HCD Plan based on the Council-endorsed expanded HCD boundary;

AND WHEREAS By-law 2025-010, **Schedule "A"** established the boundaries of the Study Area for the Queen-Picton (Old Town) Heritage Conservation District Study;

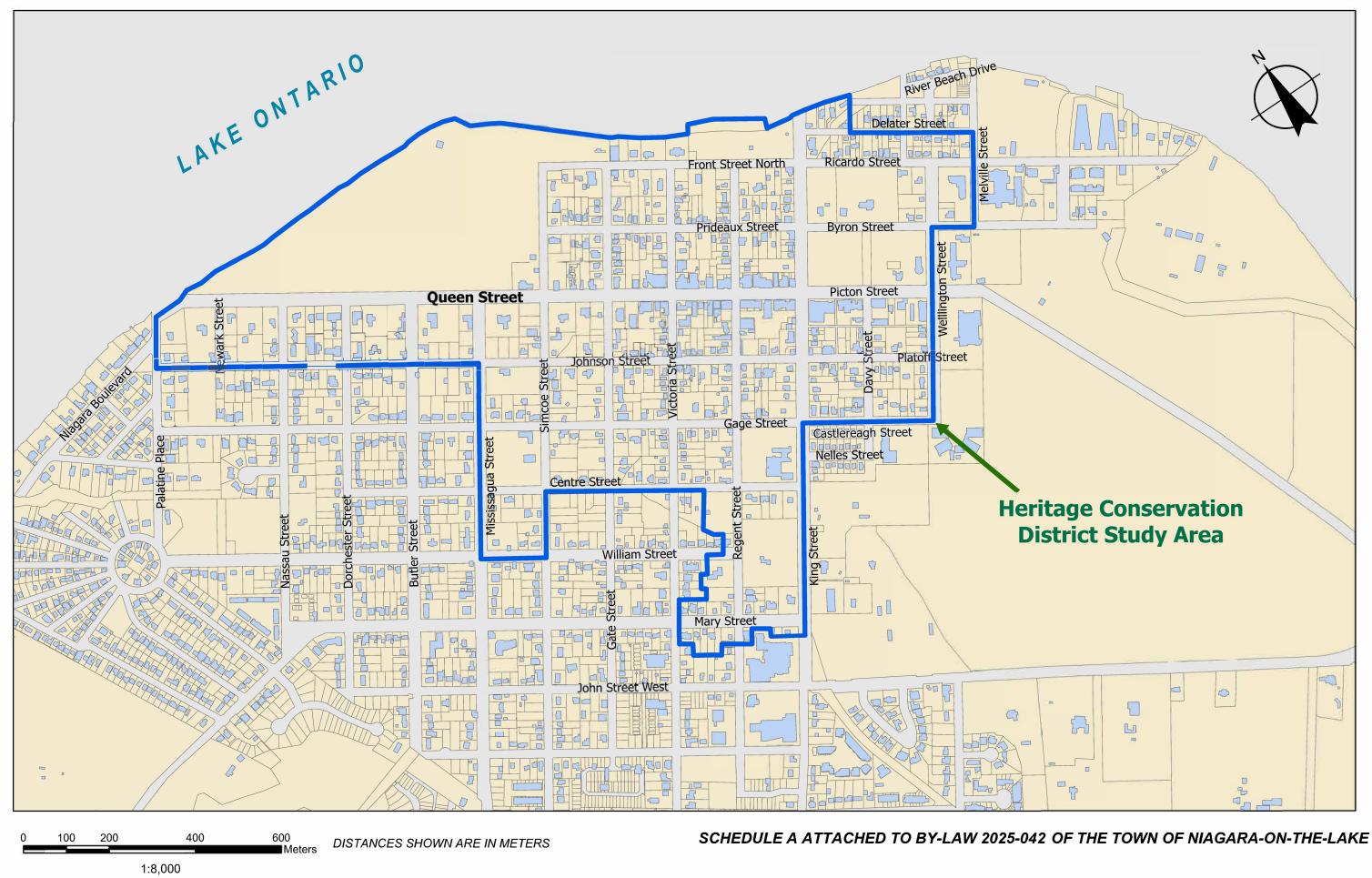
AND WHEREAS Council for the Town of Niagara-on-the-Lake on June 24, 2025 directed staff to amend the Study Area By-law to revise the Study Area boundary to reflect the recommended expanded HCD boundary.

NOW THEREFORE, BE IT ENACTED AS A BY-LAW OF THE COUNCIL OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE enacts as follows:

- That Schedule "A" to By-law 2025-010 is hereby amended and replaced with Schedule "A" to this by-law, establishing an amended Study Area boundary coincident with the Council endorsed expanded HCD boundary to be used in the development of a new HCD Plan for the Queen-Picton (Old Town) HCD.
- 2. The Town Clerk shall cause a copy of this by-law to be served upon the owners of all of the properties within the Old Town Niagara Heritage Conservation District Study Area within 30 days of the passage of this by-law and upon the Ontario Heritage Trust and to cause notice of this by-law to be to be published in a newspaper of general circulation in the municipality pursuant to Section 40.1(3) of the Ontario Heritage Act.
- 3. This by-law shall come into force upon passage and shall be in effect for one year from the passage of By-law 2025-025, unless repealed at an earlier date.

READ A FIRST, SECOND AND T	THIRD TIME AND PASSED	THIS 24TH DAY OF
JUNE, 2025.		

LORD MAYOR GARY ZALEPA	TOWN CLERK GRANT BIVOL



Page 171 of 265 LORD MAYOR GARY ZALEPA TOWN CLERK GRANT BIVOL

THE CORPORATION OF THE TOWNOF NIAGARA-ON-THE-LAKE BY-LAW NO. 2025-043

26T-18-22-02 – Tawny Ridge Estates Phase 1 Part 2 of Plan 30R-16377, Town of Niagara-on-the-Lake

A BY-LAW TO AUTHORIZE A SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND ST. DAVIDS RIVERVIEW ESTATES INC.

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

- THAT the Agreement dated the 17th day of June 2025 between The Corporation
 of the Town of Niagara-on-the-Lake and St. Davids Riverview Estates Inc. be and
 the same is hereby approved; and,
- 2. THAT the Lord Mayor and Town Clerk be authorized to affix their hands and the Corporate Seal; and,
- 3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST	SECOND AN	D THIRD	TIME AND	PASSED	THIS 24th [DAY OF	JUNE
2025.							

LORD MAYOR GARY ZALEPA	TOWN CLERK GRANT BIVOL

Start at 3.2 THIS INDENTURE made in triplicates this 17th day of June, 2025.

BETWEEN: THE CORPORATION OF THE TOWN

OF NIAGARA-ON-THE-LAKE

(Hereinafter called the 'Town')

AND: ST. DAVIDS RIVERVIEW ESTATES INC.

(The "Owner")

WHEREAS the Owner warrants and represents that it is the registered Owner of the lands described in Schedule "A" attached hereto and forming part of this Agreement (the "Lands");

AND WHEREAS the Owner has made an application to the Town for approval of a plan of subdivision (for the Lands (the "Subdivision") attached hereto as Schedule "B") known as Tawny Ridge Estates Phase 1 for the purpose of registering the same;

AND WHEREAS the Town, as a condition of granting such approval, has imposed certain conditions upon the Owner to be carried out to the satisfaction of the Town;

AND WHEREAS the Town requires the Owner, before final approval of the plan of Subdivision, to agree to pay for the construction and installation of certain municipal services to serve such Subdivision, or that part of such Subdivision for which approval is sought, and to agree to the other provisions contained herein;

AND WHEREAS this Agreement is entered into pursuant to the authority conferred by Section 51 of the Planning Act, R.S.O. 1990, Chapter P. 13, as amended, for the purpose of fulfilling the said conditions and obtaining such approval;

AND WHEREAS the Owner agrees to be bound by and to fulfil the obligations and conditions imposed on the Owner of the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto, in consideration of the premises and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by each of the said parties to the other (the receipt and sufficiency of which is hereby acknowledged), covenant and agree as follows:

1. DEFINITIONS

- **1.1. Acceptance or Accept** means the Works that have been accepted by the Town in accordance with an Assumption By-law.
- **1.2. Agreement** means this Subdivision Agreement.
- **1.3. Approved Plans** means the required plans as approved by the Town and other government agencies including the Niagara Peninsula Conservation Authority.
- **1.4. Assume or Assumption** means the Town's acceptance of the Works to be constructed in accordance with this Agreement, as evidenced by a by-law of Council of the Town, whereby such Works vest in the Town and the Owner has no right, title or interest therein.
- **1.5. Assumption By-law** means a by-law passed by the Town accepting the Works to be constructed herein, whereby such Works vest in the Town and the Owner has no right, title or interest therein.
- **1.6. Builder** means the Person engaged by the Owner or subsequent owner to construct a building or any other work on a Lot.
- **1.7. Building** means a building as defined in the Building Code Act.
- **1.8. Building Code Act** means the Building Code Act, 1992, S.O. 1992, c. 23, as amended, or any successor legislation thereto.
- **1.9. Building Permit** means a permit issued by the Chief Building Official of the Town approving an application for the construction, reconstruction or alteration of any building or structure for which such permit is required pursuant to the provisions of the Building Code Act.
- **1.10.** Chief Building Official means the Chief Building Official as appointed by by-law of the Council of the Town of Niagara-on-the-Lake or his designate.
- **1.11.** Clerk means the Clerk of the Town.
- **1.12. Conditions** means the conditions of draft approval for the Draft Plan of Subdivision imposed by the Town in accordance with the requirements of the Planning Act, Ontario.
- 1.13. Consulting Engineering Firm means a competent professional engineer or firm of engineers registered with the Professional Engineers of Ontario, possessing a current certificate of authorization to practice professional engineering as required by the Professional Engineers Act, R.S.O. 1990, c.P. 28, as amended, who are retained or employed by the Owner to provide and carry out professional engineering services required pursuant to this Agreement on behalf of the Owner.
- **1.14. Cost Sharing** of Works means certain public works, internal or external to the development that have to be constructed in order for the Owner's development to proceed. The works may include construction of roads, intersections, traffic control signals, watermains, sanitary sewers, stormwater management facilities, road surface treatment, etc.
- **1.15. Council** means the Council of the Corporation of the Town of Niagara-on-the-Lake.
- **1.16. Construction Drawings** means the drawings showing building components and the manner in which they are assembled to form a building.

- **1.17. Developer** includes the successors, assigns, heirs, executors, administrators, or other legal representatives of the Developer to whom the context can apply according to law.
- **1.18. Director of Community and Development Services** means the Director of Community and Development Services of the Town or his or her designate.
- **1.19. Director of Operations** means the Director of Operations of the Town or his or her designate.
- **1.20. Easement** means the easements that are to be conveyed to the Town or Region to service Lands.
- **1.21. Final Approval** means final approval of the Plan for registration given by the Town in accordance with the requirements of the Planning Act (Ontario).
- **1.22. Final Certificate of Completion of Primary Services** means the certificate issued by the Director of Operations upon satisfactory completion of all Primary Services and following completion of the maintenance period.
- **1.23. Final Certificate of Completion of Services** means the certificate of completion of all Primary and Secondary Services when all works under the Agreement have been completed, the maintenance period has expired, and no other obligations under the Agreement remain outstanding other than as may be specified on the date of assumption.
- **1.24. Final Inspection** means an inspection of a building or structure for which a Building Permit has been issued by the Town, to determine whether all works required by the Building Permit have been completed to the satisfaction of the Town.
- **1.25. Final Plan** means a Plan prepared at the request of the Developer and submitted to the approval authority as a Final Plan suitable for registration. Upon registration the registered plan shall be the final plan for the purposes of this Agreement.
- **1.26. Grading Conformance Certificate** means a declaration by the Consulting Engineering Firm certifying that the Lands and any individual lot and/or block has been graded in accordance with the Overall Grading Plan as approved by the Director of Operations.
- **1.27. Highway** means land dedicated as a public highway by the Plan and includes a proposed road widening shown on the Draft Plan.
- **1.28. Individual Lot Grading Plan** means a drawing showing grades, swales, and drainage patterns and may include catch basins and floor heights in relation to grades on an individual Lot/Block to the satisfaction of Chief Building Official.
- **1.29. Inspector** means the Inspector appointed by the Town of Niagara-on-the-Lake for the Subdivision who provides inspection services on behalf of the Town.
- **1.30. Install** shall also mean reinstall, provide, construct, or reconstruct.
- **1.31.** Lands means all the lands shown on the Draft Approved Plan and described in Schedule 'A'.
- **1.32.** Letter of Credit means a standby municipal, irrevocable letter of credit issued by a major chartered bank or credit union, posted with the Town pursuant to the terms of this Agreement.
- **1.33. Local Improvement** shall include utilities, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and other such local improvements as

- are defined in the former Local Improvement Act, R.S.O. 1990, c. L. 26, as amended, or in the Municipal Act, 2001, S.O. 2001, c. 25, as amended, or any successor thereto and regulations made thereunder.
- **1.34.** Occupancy Permit means a permit or other written authorization, issued by the Chief Building Official of the Town, permitting occupancy of a Building for which a Building Permit has been issued.
- **1.35.** Overall Grading Plan means a drawing showing grades, swales, and drainage patterns and may include catch basins and floor heights in relation to grades of the overall Subdivision development to the satisfaction of Director of Operations.
- **1.36. Owner** means St Davids Riverview Estates Inc. and the registered owner or owners in fee simple of the Lands and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.
- **1.37. Person** means a person, firm or corporation and where required, may mean all or a combination of them.
- **1.38. Plot Plan/ Site Plan** means a drawing showing the building in relation to property lines and may include the locations of driveways and other structures and services.
- **1.39.** Preliminary Certificate of Completion of Primary Services means the certificate issued by the Director of Operations upon satisfactory completion of all Primary Services prior to commencement of the maintenance period.
- **1.40. Preliminary Certificate of Completion of Secondary Services** means the certificate issued by the Director of Operations upon satisfactory completion of all Secondary Services prior to commencement of the maintenance period.
- **1.41. Primary Services** means road signs, public utilities, street lighting, watermains, sewers, both sanitary and storm, any pumping station, emergency accesses, community mail box pads, catch basins or other appurtenances, the base road including base asphalt, curbs and gutters, regulatory signs, lot pre-grading including Sodded Swales and retaining walls, and fencing.
- **1.42. Public Utilities** mean telephone, hydroelectric system, natural gas systems and cable television.
- **1.43.** Region means The Corporation of the Regional Municipality of Niagara.
- **1.44.** Regional Public Works Department means the Region of Niagara Public Works Department.
- **1.45. Registration** means the time of registration in the office of Land Titles at St. Catharines and "register" has a corresponding meaning.
- **1.46. Reserve Strip** means a parcel of land conveyed by the Owner to the Town in fee simple and free of encumbrances abutting a street line and separating the street from the next abutting lot or block for the purpose of preventing legal access from the said street to the said lot.
- 1.47. Required Plans means all of the plans and specifications for all of the works and matters required to be designed, installed, and done by the Developer by way of this Agreement for the subdivision and development of the Lands, including without limiting the generality of the forgoing, servicing plans, street lighting plans, landscape and fencing plans, which include the plans for the noise attenuation works and which shall be completed by a qualified landscape architect, etc. Where the subject matter or context of a particular section of this Agreement requires

- reference to any one of the required plans, it may be referred to by its individual name, e.g., 'required street lighting plans'.
- **1.48. Secondary Services** means all Works to be installed, constructed or erected which are not defined as Primary Services or Public Utilities. Included as a Secondary Service is the cleaning of any storm water management pond and/or stormceptor.
- **1.49. Section** when used in reference to a numbered part of this Agreement means:
 - a) A complete section including all its sections and subsections;
 - b) A particular subsection including its subsections; and,
 - c) A particular subsection as the context may dictate or require.
- **1.50. Sodded Swales** means the installation of sod within drainage swales which collect storm water runoff from multiple lots or units, and does not include swales located between individual lots or townhouse units unless the Town has required a drainage easement in that location.
- **1.51. Street Lighting** means street lighting and park walkway lighting system which includes all poles, standards, arms, lights, fixtures, wires, ducts and related equipment's that are necessary for the safe illumination of the roadway, boulevard, park and walkway to the Town requirements.
- **1.52. Subdivision** means the plan of subdivision as set out and illustrated on **Schedule** "B" of this Agreement.
- **1.53. Surveyor** means an Ontario Land Surveyor (O.L.S.).
- **1.54.** The Engineer shall refer to the Developer's Consulting Engineer.
- **1.55. Town** means The Corporation of the Town of Niagara-on-the-Lake.
- **1.56.** Treasurer means the Treasurer of the Town.
- **1.57. Works** shall mean and include all Primary and Secondary Services and any and all works, services, things, actions and other matters without limitation required to be completed or performed by the Owner pursuant to this Agreement.

2. GENERAL PROVISIONS

- **2.1.** The Owner covenants and agrees to pay all arrears of taxes outstanding and all taxes for the current year in respect to the Lands described in **Schedule A**, prior to the execution of this Agreement by the Town.
- 2.2. The Owner covenants and agrees to commute and pay, upon execution of this Agreement, all designated charges, local improvement charges, and imposed rates now assessed and levied upon the Land, including but not limited to levies under the Local Improvement Act, Ontario Water Resources Act, Public Utilities Act, Drainage Act, and the Municipal Act, 2001, and any other special levies or charge against the property, save and except development charges.
- **2.3.** The Owner shall prepare cost estimates for the construction of all Primary and Secondary on-site and off-site services, and estimate the number of working days associated with the construction of such services upon which the calculation for inspections, Letter of Credit and security deposits shall be based.
- **2.4.** The Owner hereby consents to the registration of this Agreement against the title of the Lands. The Owner agrees that it shall not sell or convey any portion of the

Lands described in **Schedule "A"** attached hereto until such time as this Agreement and all other documents required by this Agreement have been registered on title to the Lands. The Owner therefore agrees to restrictions being placed on title to the Lands preventing the transfer of all or a portion of the Lands until the Town has received all documents required by this Agreement and these documents have been registered on title.

- 2.5. In the event that any monies payable hereunder by the Owner to the Town have not been paid within thirty (30) days after the date when the same becomes due and payable, then the Owner shall pay interest on the amount so payable at a rate equal to that established by the Town's current bank borrowing prime rate of interest plus two percent (2%) calculated from the date that the said monies become payable.
- 2.6. Unless expressly stated otherwise, where under any provision of this Agreement, the Owner is obligated to make any payments, or to make conveyances or dedications of lands, or to install or construct or carry out any Works on the Lands or external to the Lands, or to provide any services by any other Persons, the provision provisions contained herein shall be deemed to include the words "solely at the expense of the Owner." For clarity, all matters to be done or carried out pursuant to this Agreement, whether by the Owner or the Town, shall be at the sole expense of the Owner, whether or not such words appear in any section of this Agreement.
- 2.7. As per the Town's Street Cleaning Policy (CDS-PLG-005), all streets abutting on the Lands or used for access to the Lands during the installation or construction of the Works or during the construction of dwellings upon the Lots shall, at all times, be kept by the Owner in a good, clean and usable condition and, if damaged or littered shall be restored immediately to the Town's requirements. A \$5000 deposit will be collected to ensure this policy is adhered to during construction.
- **2.8.** The Owner shall ensure that all trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. All Townowned roads are subject to a half-load restriction from February 1 April 30 of every year.
- 2.9. In the event that the Subdivision has not been registered within one (1) year from the date of execution of this Agreement, the Town may, at its sole option and within its sole and absolute discretion, on thirty (30) days' notice in writing to the Owner, declare this Agreement to be null and void.
- 2.10. In the event that the Owner wishes to register more than one Subdivision over the Lands, the Owner shall first obtain the written consent of the Town to do so, and such consent shall be conditional upon the Owner registering such plans in such order as determined by the Town and upon registering such plans concurrently. The Owner shall not register a Subdivision over part of the Lands without prior written consent of the Town.
- **2.11.** The Owner agrees to provide all rights, lands, matters and easements to construct and provide all of the Works described in all the Schedules of this Agreement, in accordance with the conditions and specifications contained in the respective Schedules, and in accordance with all applicable terms of this Agreement, unless otherwise provided in the Schedules.
- **2.12.** The Owner does hereby agree to indemnify and save harmless the Town from any liability for the cost of the Works described in any of the Schedules.
- **2.13.** Should deeply buried archaeological remains/resources be found during construction activities, all activities impacting archaeological resources must cease immediately, and the proponent must notify the Archaeology Programs Unit of the Ministry of Multiculturalism and Citizenship (MCM) and contact a licensed

archaeologist to carry out an archaeological assessment in accordance with the Ontario Heritage Act and the Standards and Guidelines for Consultants Archaeologists.

In the event that human remains are encountered during construction, all activities must cease immediately and the local police as well as the Cemeteries Regulation Unit of the Ministry of Government and Consumer Services (416-326-8800) must be contacted. In situations where human remains are associated with archaeological resources, MCM should also be notified to ensure that the site is not subject to unlicensed alterations which would be a contravention of the Ontario Heritage Act.

- 2.14. The Owner agrees to ensure that all streets and development blocks can provide an access in accordance with the Regional Municipality of Niagara policy and bylaws relating to the curb side collection of waste and recycling throughout all phases of development. Where a through street is not maintained, the owner shall provide a revised draft plan to reflect a proposed temporary turnaround/cul-de-sac with a minimum curb radius of 12.8 metres.
- **2.15.** That the owner agrees to provide an undertaking to the Town agreeing that a properly executed copy of the transfer of lands to the municipality will be deposited to the Clerk concurrently with the registration of the final plan of subdivision.
- 2.16. The Owner agrees to submit detailed calculations for this subdivision confirming the area runoff coverage for the stormwater management pond to the satisfaction of the Town's Operations Department. The rectifying of any capacity issue identified through such calculations shall be cost shared and the Owner further agrees to pay their proportionate share of costs for the SWM pond as deemed necessary.
- 2.17. The Owner agrees to submit detailed calculations for this subdivision and future development lands in the area confirming available sanitary sewer capacity in the existing downstream system, to the satisfaction of the Town's Operations Department. The rectifying of any capacity issue identified through such calculations shall be cost shared by the owner and future subsequent developments. The Owner further agrees to pay their proportionate share of costs of any sewer oversizing deemed necessary.

3. CONVEYANCES AND DEDICATIONS OF LAND FOR MUNICIPAL AND OTHER PURPOSES

- **3.1.** The Owner shall convey to the Town, free of all encumbrances, all dedications, which are described in **Schedule** "C", forthwith upon registration of this Agreement.
- **3.2.** The Owner shall convey to the Town, the easements in, over, along and upon such parts of lands described in **Schedule "C"**, forthwith upon registration of this Agreement. The Owner further agrees that no land affected by any such easement shall be sold, transferred or encumbered unless made subject thereto.
- **3.3.** The Owner shall convey to such public utility company or commission, as the Town may direct, easements as required for utility or drainage purposes in, over, across and under the Lands. All such grants of easement shall be in a form satisfactory to those for whom they are intended.
- **3.4.** The Owner shall obtain and convey to the Town such further easements that, at the sole discretion of the Director of Operations, are required for the construction of the Works to be constructed pursuant to this Agreement.
- **3.5.** The Owner shall transfer the lands referred to in this Section in a neat and tidy condition, free of all debris and trash and with all necessary improvements completed to the satisfaction of the Town.

3.6. The owner shall provide an undertaking to the Town agreeing that a properly executed copy of the transfer of lands to the municipality will be deposited to the Clerk concurrently with the registration of the final plan of subdivision.

4. ENGINEERING AND INSPECTION

- **4.1.** The Owner shall, with the approval of the Town, retain or employ a competent and qualified Consulting Engineering Firm licensed in Ontario, to carry out any professional engineering services required herein, in accordance with the Town's Municipal Engineering Standards, and approved by the Director of Operations. The Consulting Engineering Firm shall undertake and/or prepare and execute the following:
 - a) Design brief including the following:
 - i. Geotechnical Report;
 - ii. Calculations for pipe strength and bedding requirements;
 - iii. Sanitary sewer design calculations including standard form;
 - iv. Storm sewer design calculations including standard form;
 - v. Watermain design calculations/analysis;
 - vi. Pavement/roadway design calculations/analysis;
 - vii. Stormwater Management calculations/analysis; and,
 - b) Detailed estimates of costs;
 - c) Plans, profiles and specifications for the Works;
 - d) A Geodetic Bench Mark at such locations required by the Director of Operations;
 - e) Applications for submission to the necessary authorities for approval of the Works prior to their construction;
 - f) Call tenders for the Works, analysis of bids and recommendations to the Owner including the provision of adequate bonding or other security for the performance of all Works;
 - g) Construction layout of the Works;
 - h) Provide full-time competent field supervision of the construction of the Works to the satisfaction of the Director of Operations;
 - i) Maintain all records of the installation or construction of the Works and submit a copy to the Director of Operations;
 - Supply the Town with a set of "as constructed" drawings showing all Works, in PDF and AutoCAD formats, to the satisfaction of the Director of Operations prior to the full release of securities;
 - k) Review and approve individual lot grading submissions prior to the issuance of a Building Permit for the Lot under review. Further, co- ordinate all grading activity within the Subdivision, and provide Grading Conformance Certificates for all Lots and blocks within the Subdivision in the Town's standard form for grading plan, prior to the issuance of the Final Certificate of Completion of Services; and,
 - I) Supply the Region with a set of the "as constructed" drawings showing all Works, in PDF and AutoCAD formats, to the satisfaction of the Region.

- **4.2.** The Owner shall ensure that the Consulting Engineering Firm files forthwith after the execution of this Agreement, with the Director Operations, a written undertaking outlining the following:
 - a) That the firm does not have any direct or indirect monetary interest in the proposed development contemplated by this Agreement;
 - b) That the firm has been authorized in writing by the Owner to perform the services set forth in **Section 4.1**;
 - c) That the construction of the Works will be done in accordance with the contract drawings and specifications and all other provisions of this Agreement;
 - d) That all phases of the Works are subject to prior approval of the Director of Operations; and,
 - e) That, when requested by the Director of Operations, the final drawings, inspections and testing reports shall be forwarded to the Director of Operations.
- 4.3. The Owner shall be liable for any loss, costs or damages arising out of or attributable to failure by the Consulting Engineering Firm to provide or fulfil the requirements set forth in Sections 4.1 and 4.2 herein and any other requirements arising from the performance of the Consulting Engineering Firm's obligations pursuant to or arising from this Agreement. Prior to any construction of Works, the Consulting Engineering Firm shall provide to the Town proof, satisfactory to the Town, of the Consulting Engineering Firm's liability coverage for the minimum amount of Two Million (\$2,000,000.00) Dollars per occurrence, auto coverage for the minimum amount of Two Million (\$2,000,000.00) Dollars per occurrence, Professional Liability coverage for the minimum amount of Two Million (\$2,000,000.00) Dollars per occurrence and that it has errors and omissions insurance in the amount of Two Million (\$2,000,000.00) Dollars per occurrence.
- 4.4. The Owner shall pay the full cost of all inspections and testing, including geotechnical, and all corrective work called for herein and required by emergency conditions, whether performed by the Owner and its agents or performed by the employees or consultants of the Town including overhead. An inspector or inspectors will be assigned to the Lands by the Director of Operations on either a full-time or part-time basis, as deemed appropriate by and at the sole discretion of the Director of Operations, during installation of the Works, regardless of who designs the Works. The costs of all Works, testing and inspections done by such inspector or inspectors, shall be solely at the expense of the Owner. The Owner agrees to obey all orders and directives made pursuant to this Section 4.4. by the Director of Operations.
- **4.5.** The Regional Public Works Department shall have the right to inspect and approve all Works over which it has jurisdiction and this **Section 4** shall be applicable with necessary modifications to such inspection and approval.
- **4.6.** Upon completion of the project, the Consulting Engineering Firm shall certify that all Works including grading, storm sewers, and stormwater management controls have been constructed in general conformity with submitted and approved drawings.
- **4.7.** The Owner shall submit CLI ECA forms to the municipality for all sanitary sewer and storm sewer work. The municipality shall approve all works included in the CLE forms prior to construction.
- **4.8.** The Developer shall be required to submit a completed Form One, Record of Watermains Authorized as a Future Alteration as published by the Ministry of the

Environment, Conservation and Parks and engineering drawings, prepared by a Professional Engineer, to the Town Operations Department for review and approval in accordance with the Town's Drinking Water Works Permit. The design must satisfy the design criteria set out in the Ministry of the Environment, Conservation and Parks publication "Water Main Design Criteria for Future Alterations Authorized under a Drinking Water Permit – June 2012".

- 4.9. Prior to approval of the final plan or any on-site grading, the owner shall submit a detailed stormwater management plan for the subdivision and the following plans designed and sealed by a qualified professional engineer in accordance with the Ministry of the Environment, Parks and Conservation documents entitled Stormwater Management Planning and Design Manual, March 2003 and Stormwater Quality Guidelines for New Development, May 1991, or their successors to the Niagara Region Planning and Development Services Department for review and approval:
 - a) Detailed lot grading, servicing and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site;
 - b) Detailed erosion and sedimentation control plans; and
 - c) Detailed phasing of construction of the stormwater management facility to coincide with phasing of development of residential lands (internal and external to the subdivision) planned to be serviced by the stormwater management facility.

The Owner further agrees to implement the approved plan(s).

- 4.10. The Owner agrees that the detailed design drawings and calculations for the watermain system, sanitary sewer system and stormwater drainage systems required to service this proposal shall be submitted to the Town's Operations Department and Region of Niagara for review and approval. The Owner agrees that detailed design drawings and calculations for the watermain system shall be submitted to the Operations Department and Fire and Emergency Services, and Region of Niagara for review and approval and shall include required fire flows and existing system flows calculations.
- **4.11.** The Owner agrees to submit detailed calculations for this subdivision and future development lands in the area confirming available sanitary sewer capacity in the existing downstream system, to the satisfaction of the Town's Operations Department. The rectifying of any capacity issue identified through such calculations shall be cost shared by the owner and future subsequent developments. The Owner further agrees to pay their proportionate share of costs of any sewer oversizing deemed necessary.
- **4.12.** The Owner agrees to submit overall lot grading, servicing and drainage plans, noting both existing and proposed grades including apron and top of foundation elevations and the means whereby overland flows will be accommodated across the site to the Town's Operations Department for review and approval.
- **4.13.** The Owner agrees to submit sanitary and storm drainage area plans to the Town's Operations Department for approval.
- **4.14.** The Owner agrees to submit a streetscape plan illustrating the location of on-street parking, boulevard trees, pavement markings, community mailbox locations, hydrants, regulatory and no parking signs, and street lighting to the Town's Operations Department for review and approval.
- **4.15.** The Owner agrees that all servicing plans and supporting reports will be subject to a peer review at the Owner's expense.

- **4.16.** The Owner agrees to inspect the installed sewers using the Town's CCTV Specifications for Inspection of Sewers, as follows:
 - a) Inspections shall be carried out using television cameras and video recording equipment as specific in OPAA.MUNI 409. A continuous record of the internal condition of the piping system shall be provided.
 - b) All coding shall be in accordance with the requirements of the NASSCO Pipeline Assessment Certification Program (PACP)/(MACP) Version 7.0.3 (Canadian Edition) and OPSS.MUNI 409. Findings shall be included in a .PDF inspection report. The video inspection report is to be in MPG format. Sewer and maintenance hole reports shall be submitted in a Microsoft Access database version 2013 standard PACP/MACP data model.
 - c) The nonreturnable digital storage device shall be minimum USB 2.0 compatibility and include the information in points a) and b) below to identify the content. The storage device shall be placed inside a labelled envelope and include a file in either Word or text format and include the following points.
 - (i) Owner's Name
 - (ii) Contract Number or Project Name
 - (iii) Sewer Identification Number
 - (iv) Region or Municipality
 - (v) Street Name, Park Name or Highway Number
 - (vi) Inspection Date
 - d) All CCTV inspection operators shall have been certified or re-certified under NASSCO PACP no more than three years prior to commencement of the contracted work.
 - e) Sewer flushing and cleaning shall be in accordance with OPSS.MUNI 411.
 - f) Every reasonable precaution shall be made to ensure equipment does not become stuck in the sewer. The Contractor shall be responsible for all costs associated with recovering the equipment.

5. TENDERS AND CONTRACTORS

- **5.1.** All contractors must be approved by the Director of Operations before commencement of any Works and the Director of Operations shall provide his reasons in writing should the proposed contractor not be recommended for approval.
- **5.2.** Before commencement of any Works, the Owner shall provide documentary proof to the Town that the proposed contractor has sufficient and valid insurance liability policies for the minimum amount of Five Million (\$5,000,000.00) Dollars per occurrence; a certificate from the Workplace Safety and Insurance Board showing that the contractor is in good standing; and, satisfactory evidence that the contractor is qualified, experienced and has all necessary equipment to successfully complete the Works.
- **5.3.** Prior to commencing any Works, the Owner shall provide documentary proof to the Town that the proposed contractor has sufficient and valid Pollution Liability coverage for no less than Two Million (\$2,000,000.00) Dollars per occurrence.
- 5.4. The Owner shall give seven (7) days' notice to the Director of Operations prior to the commencement of construction. The Owner agrees to hold a pre-construction meeting in accordance with the Town's Municipal Engineering Standards, prior to commencement of any Works contemplated by this Agreement. The Owner agrees that the Director of Operations must approve all construction entrances into the Lands, prior to commencement of any Works on the Lands. If construction ceases for twenty-eight (28) days or more, seven (7) days' notice must be given to the Director of Operations of any intention to resume construction. The Owner shall also provide a construction work schedule for the project to the Director of Operations. It is the responsibility of the owner, or his contractors, to notify adjacent and abutting property owners of the work schedule.

- 5.5. The Owner shall, before commencement of any Works, ensure that all contractors deposit with the Town a performance and maintenance bond guaranteeing to the Owner the completion of the Works and the maintenance thereof, for a minimum period of twenty-four (24) months after the Acceptance of the Works by the Director of Operations of all such construction. Bonds shall be in the amount of one hundred percent (100%) of the construction value of all Works and the form of the bond must be approved by the Director of Operations prior to the undertaking of construction of any Works contemplated by this Agreement.
- **5.6.** The Owner shall, before commencement of any Works:
 - undertake a pre-condition survey of surrounding lands, as agreed upon by the Director of Operations at the pre-construction meeting noted in Section 5.4, for the purpose of identifying property and structures that may be susceptible to damage resulting from the Works; and,
 - b) Provide to the Town a copy of the pre-condition survey completed to the satisfaction of the Director of Operations.

6. INSTALLATION OF SERVICES

6.1. General

- a) The Owner agrees that all sanitary sewer, watermain and storm sewer construction will be in accordance with current Town Specifications and subject to approvals from the Ministry of Environment, Conservation and Parks, the Town, and the Region of Niagara.
- b) The Owner shall remove any surplus or other material as may be designated by the Director of Operations and further, shall remove from the Lands any unkempt, diseased or infested trees, vines, bushes or weeds. In the event the same are not removed within fourteen (14) days of written notice delivered to the Owner, the Town may have the same removed and the Owner agrees to pay to the Town the cost incurred thereby.
 - c) The Owner shall not change or do any Works or carry out any activities that will prejudicially affect any natural watercourse or drainage ditch, without making full and proper provisions, to the satisfaction of the Director of Operations, for the continuance of such drainage facilities and the Owner shall be solely responsible for all loss or damages caused thereby and shall indemnify and hereby does save harmless the Town therefrom.
 - d) The Owner shall assume complete responsibility and make all necessary arrangements for the moving or disturbance of any Public Utilities, including water, sewer, hydro-electric, gas or telephone, pipes, conduits, wires or pole lines, or any other public utility works as required or approved by the Director of Operations and shall be solely responsible for any damage caused to the said pipes, conduits, wires, pole lines, hydrants or other Works and shall and hereby does indemnify and save harmless the Town therefrom. Notice of any work to move or disturb any of the herein mentioned Public Utilities shall be provided to the Town and the Public Utility as the case may be.
 - e) The Owner agrees to keep boulevards and easements clear and free of all material and obstructions, which might interfere with the installation or construction of telephone, gas, water, cable and hydroelectric installations, and other Public Utility works.
 - f) The Owner shall not remove soil or permit any site alteration of the Lands without first obtaining written approval from the Director of Community and Development Services. The Owner further acknowledges that there is a Site Alteration By-law in effect in the Town with which the Owner must comply.

- g) The Director of Operations may have qualitative and quantitative tests made of any materials which have been, or are proposed to be, used in the construction of any Works required by this Agreement and the costs of such tests shall be paid by the Owner.
- h) The Owner agrees that the Works constructed by the Owner may be used, prior to Acceptance by the Town, for the purpose for which they are designed, subject to the approval of all other parties as may be required. Such use shall not constitute Acceptance of the Works and shall not relieve the Owner of any of its obligations.
- i) The Owner covenants and agrees to carry out all Works on the Subdivision in such a manner as to prevent erosion as well as earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened or onto the property of any other Person or Persons. If such earth, debris or other material is washed or carried onto such road, road allowance or highway, whether opened or unopened, or onto the property of any Person or Persons, the Town, its servants or agents, may at its sole and absolute discretion clean and remove such material, rectify any damage caused as aforesaid, and abate any nuisance created by the Owner. The cost of any such Works performed by or at the instructions of the Town shall be paid by the Owner on demand, and this cost may be paid out of any money the Owner may have deposited with or paid to the Town for any purpose whatsoever.
- j) The Owner shall provide the Town with written confirmation from any and all Public Utilities that satisfactory arrangements have been made for underground services in the Subdivision prior to final approval of the proposed Subdivision.
- k) The owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing CustomerConnectionsContactCentre@eEnbridge.Com to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
- I) If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the owner."
- m) If easement(s) are required to service this development and any future adjacent developments, the owner will provide all easement(s) to Enbridge Gas Distribution at no cost.
- n) The Owner agrees to enter into a separate agreement with Niagara-on-the-Lake Hydro for the provision of hydro services for the development.
- o) The Owner shall indicate in the subdivision agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the owner shall be responsible for the relocation of such facilities or easements at their own cost.

6.2. Roads

- a) All Works to be undertaken within the Town's road allowance are subject to the prior approval of the Town. The Owner shall obtain a construction permit and utility installation permit from the Town prior to carrying out any Works within the road allowance. The Owner shall, upon the completion of all Works, reconstruct and restore any affected area within the road allowance to the satisfaction of the Director Operations.
- b) The Owner agrees to pave all driveways between the edge of the pavement of the street and to the property line and/or sidewalk as the case may be, for the Lots/blocks shown on **Schedule "B"** attached hereto.
- c) The Owner agrees to resurface the full width of Tanbark Road along the entire frontage of the subdivision, (approximately 197 metres) after the servicing work for the subdivision within Tanbark Road allowance is completed. The Owner shall be responsible for 100% of the costs associated with the resurfacing. The Owner shall complete the resurfacing works to the standards and satisfaction of the Town.

6.3. Storm Drainage and Sanitary Sewers

- a) The Owner agrees to submit a sanitary and storm drainage area plan to the Town's Operations Department for approval.
- b) The Owner shall construct a storm drainage system to adequately service the Lands and all or any portion of the drainage area in which the Lands are located. This drainage system shall be constructed in accordance with the design, plans and specifications approved by the Town. The Owner covenants and warrants that the storm drainage system will be designed and installed such that surrounding lands are not adversely impacted and that there is no increase in post development flows.

All rainwater leads shall discharge on the surface of front and/or rear lawns and away from the building and shall not be connected to the storm sewer laterals or the sanitary sewer laterals. House foundation drains shall be gravity connected to the storm sewers. Should sump pumps be required, they shall outlet to grade, unless otherwise approved by the Director of Operations. Further, all rainwater leaders shall be directed away from the top of bank.

- c) The Owner shall, prior to the issuance of the Preliminary Certificate of Completion of Primary Services, supply the Director of Operations with the Town's standard service cards in full digital format of each sanitary sewer lateral and storm sewer lateral constructed to serve the buildings which are to be to be erected on the Lands. In addition to all text fields shown on the service card template, the following information must be provided on each service card:
 - Location of service from lot corner;
 - Location of service from nearest fixed object;
 - Location of clean-out;
 - Location of main from property line;
 - Depth of service at property line;
 - Size and material type of service;
 - Indicated north direction;
- d) Upon completion of the Primary Services, the Owner shall have all storm sewer and sanitary sewer systems cleaned and flushed to the satisfaction of the Director of Operations.
- e) Prior to the placement of the base course asphalt, the Owner shall be responsible for carrying out an in-line inspection of all storm sewer and sanitary sewer systems, including all catch basin leads, by television as

directed by the Director of Operations, and the report and video thereof shall be provided to the Town. In the event that results are not, in the opinion of the Director of Operations, satisfactory, then the Owner shall take such remedial steps including re-televising the repairs as may, in the opinion of the Director of Operations, be required.

- f) Prior to the placement of the base course asphalt, the Owner shall have all sanitary sewer systems tested either by infiltration or by exfiltration and the method of testing shall be in the sole direction of the Director of Operations.
- g) Prior to the placement of the base course asphalt, the Owner shall have all sanitary sewer and storm sewer systems, which have been constructed using flexible piping mandrel tested to the satisfaction of the Director of Operations.
- h) Prior to the placement of the topcoat asphalt and prior to the issuance of Final Certificate of Completion of Services, the Owner shall have all sanitary sewer and storm sewers, including all catch basin leads, flushed and carry out an in-line television inspection of all sanitary sewer and storm sewers, to the satisfaction of the Director of Operations.
- i) The Owner agrees that prior to the assumption of the subdivision by the Town, that the storm sewers, including catch basins, will be flushed and TV inspected.
- j) The Owner agrees to mark the location of storm and sanitary laterals at property line with 1.2 metre markers painted white and green, respectively, and shall ensure the same is kept clear of debris, fill, equipment or material.
- k) The Owner agrees to decommission all existing services, laterals, and any other components associated with current and past structures that are connected to Town infrastructure that all connections be capped at the respective sewer main.

6.4. Watermains

- a) The Owner shall connect to the existing watermain system for the purpose of servicing the Lands in accordance with the design, plans and specifications approved by the Director of Operations.
- b) Upon completion of the Primary Services and prior to connecting to the Town's existing watermain system, the Owner shall have all watermains swabbed, flushed, pressure tested, chlorinated and bacterial tested in accordance with Town requirements and approved by the Director of Operations.
- c) The Owner shall, prior to the issuance of the Preliminary Certificate of Completion of Primary Services, supply the Director of Operations with the Town's standard service cards in full digital format of each water service constructed to serve the buildings which are to be to be erected on the Lands. In addition to all text fields shown on the service card template, the following information must be provided on each service card:
 - Location of service from lot corner;
 - Location of service from nearest fixed object;
 - Location of curb stop/shut-off valve;
 - Location of main from property line;
 - Depth of service at property line;
 - Size and material type of service;
 - Indicated north direction;

- d) The Owner agrees to place a plastic or burlap bag over all hydrants that are not actively in service.
- e) The Owner agrees to mark each valve box with a 1.2 metre marker painted blue and shall ensure the same is kept clear of debris, fill, equipment or material.
- f) The Owner agrees that no Person or Persons, except the Director of Operations or those acting under the Director of Operations authority, shall open or close any valve, or hydrant in any street main connected into and served by the Town's water system or interfere with the source in any manner.
- g) The Owner agrees to address fire flows requirements and any deficiencies and to construct the necessary system improvements to provide adequate water pressure and fire flows to the proposed development to the satisfaction of the Director of Operations and Fire Department prior to any approvals.
- h) The Owner agrees to decommission all existing water services that are connected to the existing watermain, and that the watermain connection to be abandoned at the main stop.

6.5. Public Utilities

The design and installation of all Public Utilities shall be at the sole cost of the Owner and shall be subject to the terms and conditions of the utility company or commission.

6.6. Streetlights

The Owner agrees to install LED streetlights in accordance with the approved plans identified on **Schedule "E"**, to the satisfaction of the Town.

6.7. Signage

The Owner shall provide and install all street and traffic control signs as approved by the Director of Operations. Sign installation and design shall be as per Town Standards. A **\$1,000.00** deposit will be collected to ensure all signage and traffic control is installed as per the approved drawings.

6.8. Sidewalks

The Owner shall install sidewalks in accordance with the Town's Sidewalk Installation Policy for new developments (Policy No. CDS-PLG-004). The taking and release of securities for sidewalks shall be in accordance with the Town's Sidewalk Installation Policy for new developments (Policy No. CDS-PLG-004).

Securities for sidewalks shall be deposited with the Town prior to execution of this agreement by the Town. For greater certainty, in regards to sidewalks only, in the event of any conflict between the terms of this agreement and the Town's Sidewalk Installation policy, the Town's Sidewalk Installation Policy for new developments (Policy No. CDS-PLG-004) shall prevail.

The Owner shall construct a 1.5m wide concrete sidewalk within Block 13. The Owner shall construct a 1.5m wide concrete sidewalk on the west side of Tanbark Road from Hickory Avenue to Warner Road.

The Owner agrees to construct a pedestrian crosswalk on Tanbark Road generally aligned with Sparky's Park on the east side of Tanbark Road in a location and to the specifications approved by Town staff.

6.9. Geotechnical Report and Inspections

If required by the Director of Operations, the Owner shall prepare and submit to the Town prior to the installation of services, a report from an independent professional geotechnical soil consultant. The details to be included within the geotechnical soils report are to be reviewed and approved by the Town. The Owner agrees that the Director of Operations may increase the number and/or frequency of any inspections relating to the geotechnical report and the Owner shall pay the full cost of all such inspections.

6.10. Fencing

The Owner shall provide the following fencing:

a) Boundary fencing and privacy fencing, as required by and to the satisfaction of the Director of Community and Development Services or his designate. 1.8m high black vinyl-coated chain link fencing shall be constructed along the north and south limits of Block 13 reduced to 1.2m high fencing within the 6.0m front yard setback to Tanbark Road.

6.11. Noise Study

Not applicable.

7. WARNING CLAUSES

- **7.1.** The Owner acknowledges and hereby agrees to include, in all offers of purchase and sale agreements, the following clauses:
 - a) "The lands are subject to the payment of development charges in accordance with the Region and Town Development Charge By-laws in effect at the time of payment. Development charges are payable prior to the issuance of a building permit".
 - b) "If any change is made to the grading of the Lot, which in the opinion of the Town is contrary to the approved Overall Grading Plan for the Lot (a copy of which may be obtained from the Town), the Town may, at its sole discretion, enter upon the Lot and correct the grading deficiency and add the cost of effecting the correction to the assessment roll for the Lot. Such cost shall constitute a special lien upon the Lot and may be collected in the same manner, and with the same remedies, as municipal taxes."
 - c) "The purchaser will be responsible to maintain the grassed boulevard directly in front of and adjacent to their lot where they exist"
 - d) "The home/business mail delivery will be from a designated Centralized Mail Box.
- **7.2.** The Owner further agrees to officially notify the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.
- **7.3.** The Owner agrees, at the time of the installation of the sidewalks and/or curbs, to provide the Town with evidence that satisfactory arrangements have been made with the Canada Post Corporation for the installation of Community Mail Boxes, as required by Canada Post Corporation and as shown on the approved plans.
- **7.4.** The owner further agrees to:
 - a) work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision.

- b) install a concrete pad in accordance with the requirements of and in locations to be approved by Canada Post to facilitate the placement of Community Mail Boxes.
- c) identify the pads above on the engineering servicing drawings. Said pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.
- d) determine the location of all centralized mail receiving facilities in cooperation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.
- 7.5. The Owner acknowledges and hereby agrees that an electrical distribution line operating below 50,000 volts might be located within the Subdivision or in the vicinity of the Lands. Pursuant to the section entitled "Electrical Hazards" in Part II and Section 188 there under of Ontario Regulation 213/91 (amended to Ontario Regulation 627/05), as amended, being the Regulation relating to construction projects and made under the Occupational Health and Safety Act, R.S.O. 1990, O.1 as amended, no object shall be brought closer than 3 metres to the energized conductor. The Owner agrees that it is the Owner's responsibility to be aware and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Regulation. The Owner acknowledges and hereby agrees that the electrical conductors could raise and lower without warning, depending on the electrical demand placed on the line. The Owner agrees to place warning signs on the wood poles supporting the conductors stating "Danger-Overhead Electrical Wires" in all locations where personnel and construction vehicles might come in close proximity to the conductors.

8. LANDSCAPING, LOT GRADING AND DRAINAGE

- 8.1. The Owner shall grade and place a minimum of one-hundred millimetres (100 mm) of topsoil, together with No. 1 nursery sod, on all portions of road allowances not covered by asphalt, sidewalks or gravel shoulder shown on the Subdivision, and along any side of the Subdivision abutting on adjacent existing streets. All sodding as herein described shall be considered as part of the cost of construction of Secondary Services for the said Subdivision and shall be completed before October 15th in the year in which the dwelling is occupied when the dwelling is occupied prior to October 15th. When the dwelling is occupied after October 15th, the sodding shall be completed by no later than June 30th in the year following the date of occupancy. The Owner further agrees that no sodding shall be carried out between July 1st and August 31st, unless approval is given by the Director of Operations.
- **8.2.** In order to maintain a high standard of amenity and appearance, the Owner shall retain the maximum number of existing trees as approved by the Director of Community and Development Services consistent with good design and conservation practices.
- **8.3.** The Owner shall, upon completion of each dwelling on each of the Lots, lay No. 1 nursery sod and shall maintain all sod until it has become well established. All sodding as herein described shall be completed before October 15th in the year in which the dwelling is occupied when the dwelling is occupied prior to October 15th. Where the dwelling is occupied after October 15th the sodding shall be completed by no later than June 30th in the year following the date of occupancy. The Owner further agrees that no sodding will be carried out between July 1st and August 31st, unless approval is given by the Director of Operations.
- **8.4.** If the Town determines that the Works outlined in **Section 8.1 and 8.3** have not been completed and the Owner does not complete the Works within fourteen (14)

- days of written notice to the Owner, the Town may have the Works completed and the Owner agrees to pay to the Town the cost incurred thereby.
- **8.5.** The Owner shall provide one tree for each Lot/Unit and two trees for each corner Lot/Unit to be planted within the road allowance. Each tree shall have a minimum calliper of fifty millimetres (50 mm) ABH, to be planted so as not to interfere with sightlines, the municipal services or public utilities within the road allowance or the service connection to each dwelling. The Director of Operations shall approve the tree location and species.
- **8.6.** Unless exempted by the Director of Operations, all lands conveyed to the Town shall be serviced, sodded and landscaped by the Owner, within eighteen (18) months from the date of registration of this Agreement or such extension of such time period as may be approved by the Director of Operations in writing.
- **8.7.** The Owner agrees to submit an Overall Grading Plan prepared in accordance with the Town's Standards to be approved by the Town's Operations Department. The Owner further agrees to implement the Overall Grading Plan under the supervision of the Consulting Engineering Firm, to the satisfaction of the Town.
- **8.8.** The Owner shall also submit, at the time of building permit application, Individual Lot Grading Plans, to be approved by the Chief Building Official, which shall be prepared in accordance with the approved Overall Grading Plan. The Individual Lot Grading Plans shall provide that the maximum height of the concrete showing on the foundation walls of buildings shall not be more than 30.48 cm (12 inches) above the final approved grade elevation, and all construction shall be in accordance with the approved Overall Grading Plan.
- **8.9.** Until the completion of all buildings on the Lots and blocks, the Owner shall ensure that the front yards, rear yards and side yards of each of the Lots and blocks are properly graded and completed to prevent the ponding of surface water on the Lots and blocks or on adjacent lands.
- **8.10.** All drainage ditches, or drainage depressions within the Subdivision shall be final graded and maintained with approved sediment control devices, as shown on the approved Overall Grading Plan, prior to the issuance of the Preliminary Certificate of Completion of Primary Services and the said surface drainage Works shall be sodded, including Sodded Swales, prior to the occupancy of any dwelling in accordance with the requirements of the Director of Operations. If the Town determines that the said surface drainage Works have not been maintained and the Owner does not repair the Works within three (3) days of written notice to the Owner, the Town may have the Works repaired and the Owner agrees to pay to the Town the cost incurred thereby.
- **8.11.** If, after the Town accepts the Individual Lot Grading Plan as satisfactory, a change is made to the grading of a Lot or block by the Owner which, in the opinion of the Town, is contrary to the Individual Lot Grading Plan, the Town may, at its sole discretion, enter upon the said Lot and correct the grading deficiency. The Town may then, after having corrected the grading deficiency, either charge back the cost thereof to the Owner or add the cost of effecting the correction to the assessment roll for the Lot or block and such cost shall constitute a special lien upon the Lot and may be collected in the same manner, and with the same remedies, as municipal taxes.
- **8.12.** The Town may, upon the written application of the Owner or any subsequent owner of any Lot or block authorize an amendment to the Overall Grading Plan. Before granting such an amendment, or as a condition of granting the amendment, the Town may impose such terms and conditions on the Owner or subsequent owner as it deems appropriate. Forthwith upon the granting of any amendment, the Director of Operations shall make such changes in the Overall Grading Plan as are necessary to give effect thereto and shall ensure that any terms or conditions of the granting of the amendment are fulfilled.

8.13. Forthwith after the completion of all buildings or structures constructed pursuant to a Building Permit on any Lot or block, the Chief Building Official shall require the Owner to submit a Grading Conformance Certificate, that certifies conformity with the Overall Grading Plan and a surveyor's plan or certificate indicating the location of all buildings or structures and the grade levels of the Lot or block.

A final lot Grading Conformance Certificate may be delayed for a period of not greater than six (6) months for any dwelling occupied after October 15th of any year.

If the Chief Building Official is not satisfied, he may either:

- a) Require the Owner to make alteration(s) to such Lot or block into substantial conformity with the Overall Grading Plan; or,
- b) Require an amendment to the Overall Grading Plan under **Section 8.14**.

In every such case the Chief Building Official shall not approve the certificate until he is satisfied that the Lot or block substantially conforms to the Overall Grading Plan or the amended Overall Grading Plan as the case may be.

- **8.14.** The Owner covenants and agrees that the provisions of this Section are to constitute a separate registered restriction on title to every Lot and block on the Plan of Subdivision (except for the lands mentioned in **Schedule "C"** attached hereto and forming part of this Agreement) and agrees to execute and register all further documents required for the purpose of carrying out the intent of this Section before selling or further encumbering any such Lot or block.
- **8.15.** The Owner shall cooperate with the Town in registering the following covenant on title to each of the Lots and blocks within the Subdivision:

"No person shall interfere with the drainage swales or surface drainage pattern on the Lot or block without explicit written permission from the Town. All swales are for drainage purposes and it shall be the responsibility of the Owner to maintain drainage across the Lot or block in accordance with the approved Overall Grading Plan. Should the Town find it necessary to enter upon the Lands to undertake any inspection of any Works with regard to any drainage works, the Town shall have such rights as are prescribed by the Agreement dated the day of _____, 2025 and registered on the day of _____, 2025 particularly **Section 8.**"

Such registration shall occur at the time of, or immediately after, registration of the Agreement. The Owner shall provide documentary proof to the Town that such covenant has been registered on title to each of the Lots and blocks within the Subdivision.

- **8.16.** It is agreed and understood that the Owner and the Town shall have the right to enter upon the Lands from time to time, prior to Acceptance by the Town, to undertake any grading works which may be deemed necessary by the Chief Building Official in order to ensure compliance with the Overall Grading Plan. In the event that the Town finds it necessary to undertake any drainage works, the cost of any such Works performed by the Town shall be paid by the Owner upon demand and this cost may be paid out of any money the Owner may have deposited or paid to the Town for this purpose. It is agreed and understood that should the Town find it necessary to enter upon the Lands to undertake any drainage works that the Town shall proceed with reasonable care and shall not be responsible for the final restoration of any property including fences, gardens, landscaping, etc. The Town shall have no further responsibility with respect to grading upon Acceptance of the Subdivision by the Town.
- **8.17.** Except as outlined in **Section 6.10** in this Agreement, no fences shall be erected on any Lot or block until a final Lot Grading Conformance Certificate has been

submitted to and approved by the Chief Building Official pursuant to **Section 8.16** herein.

- **8.18.** The Owner acknowledges and agrees that no structures are permitted on any part of the Lands, which are subject to an easement in favour of the Town. If any structures are so erected, the Town shall not be responsible or liable for any damage to any such structures, including but not limited to fences arising out of the Town's access in, under or along any easement lands pursuant to its rights.
- **8.19.** The Owner shall advise all builders and subsequent purchasers with respect to all of the terms, conditions and requirements of this Agreement, with particular regard to, but not limited to, the provisions of this **Section 8.**
- **8.20.** Unless otherwise approved or required by the Town, the Owner, hereby irrevocably undertakes not to alter the grades or remove trees or other vegetation from the Lands until such time as the Chief Building Official has agreed in writing to such alteration or removal and the Director of Operations has approved an Overall Grading Plan, or an amendment to the Overall Grading Plan as may be necessary, pursuant to the terms of this Agreement.
- **8.21.** That the owner provides boulevard trees in the subdivision in accordance with Town policy respecting the number, location, species, and size of trees.

9. COMPLETION OF SERVICES

9.1. Primary Services

- a) The Owner shall proceed with the installation or construction of Primary Services with all reasonable dispatch and shall complete all of the Primary Services within one (1) year after the date of the registration of this Agreement. The Director of Operations may extend the time for completion of Primary Services, as he may deem expedient upon the written application of the Owner.
- b) The Owner agrees that if construction has not been commenced within one (1) year of the registration of this Agreement or in the opinion of the Town where construction is substantially suspended or discontinued for a period of more than one (1) year, the Town may refuse to issue any further approvals or Building Permits under the terms of this Agreement or, may revoke any existing approvals or building permits issued to the Owner pursuant to the terms of this Agreement, and may require the execution of a new Agreement.
- c) The performance by the Owner of its obligations in this **Section 9.1**, to the satisfaction of the Town and the Director of Operations shall be a condition precedent to the Acceptance by the Town of the Works.
- d) Prior to the issuance by the Town of the Preliminary Certificate of Completion of Primary Services, the Owner shall:
 - i. Provide the Director of Operations with a Statutory Declaration signed by the Owner in a form satisfactory to the Director of Operations, that all accounts for the installation, construction and maintenance of the Primary Services required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Primary Services; and,
 - ii. Provide the Director of Operations with a Certificate signed by the Consulting Engineering Firm certifying that the Primary Services have been fully completed, inspected, tested and maintained in accordance with the provisions of this Agreement hereof, with the

- standards and specifications of the Town, and with the approved plans and specifications as approved by the Director of Operations.
- iii. Provide the Director of Operations with "as constructed" drawings in AutoCAD and PDF formats showing each of the Primary Services Works as constructed
- e) Upon the completion by the Owner, to the satisfaction of the Director of Operations, of the installation or construction of all of the Primary Services and upon the satisfaction by the Owner of all other relevant requirements herein, the Director of Operations shall provide the Owner with a Preliminary Certificate of Completion of Primary Services.

9.2. Secondary Services

- a) All Secondary Services, except sodding as noted in Sections 8.2 and 8.4, shall be completed within eighteen (18) months after the date of the issuance of the Preliminary Certificate of Completion of Primary Services. Once started, the Owner shall proceed with construction expeditiously until the Secondary Services are completed.
- b) The Director of Operations may extend the time for completion of the Secondary Services for such length of time, as he may deem expedient upon the written application of the Owner and the written approval by the Director of Operations.
- c) Prior to the issuance by the Town of the Preliminary Certificate of Completion of Secondary Services, the Owner shall:
 - i. Provide the Director of Operations with a Statutory Declaration signed by the Owner in a form satisfactory to the Director of Operations, that all accounts for the installation, construction and maintenance of the Secondary Services required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Secondary Services; and,
 - ii. Provide the Director of Operations with a Certificate signed by the Consulting Engineering Firm certifying that the Secondary Services have been fully completed, inspected, tested and maintained in accordance with the provisions of this Agreement hereof, with the standards and specifications of the Town, and with the approved plans and specifications as approved by the Director of Operations.
- d) Upon the completion by the Owner, to the satisfaction of the Director of Operations, of the installation or construction of all of the Secondary Services and upon the satisfaction by the Owner of all other relevant requirements herein, the Director of Operations shall provide the Owner with a Preliminary Certificate of Completion of Secondary Services.
- e) The Town will issue a Final Certificate of Completion of Services upon expiry of a one-year maintenance period following the issuance of the Preliminary Certificate of Completion of Secondary Services, and provided all outstanding deficiencies have been resolved to the satisfaction of the Director of Operations. See **Section 10.6.**

10. MAINTENANCE AND ASSUMPTION OF THE WORKS

10.1. The Owner shall, at its own expense and to the satisfaction of the Director of Operations, repair and maintain all Works required to be installed or constructed pursuant to this Agreement for the minimum period of one (1) year from the date of completion of Secondary Services and issuance of Preliminary Certificate of

- Completion of Secondary Services. The maintenance period shall apply to both Primary and Secondary Services.
- **10.2.** The Town shall, notwithstanding the obligations of the Owner to maintain all Works set out in this Agreement, have the right to enter on the Lands and carry out the necessary maintenance and repairs:
 - a) Without notice to the Owner where, in the sole opinion of the Director of Operations, an emergency condition exists or where the streets have not been kept free of mud, dust and building materials, as per the Town's Street Cleaning Policy; and,
 - b) Where repairs to or maintenance of the Works have not been completed within twenty-four (24) hours after a notice requiring such repairs or maintenance has been forwarded to the Owner.
- 10.3. The cost of any repair to or maintenance of the Works undertaken by the Town pursuant to the provisions hereof shall be borne by the Owner and the amount thereof shall be paid to the Town within thirty (30) days after a statement of account has been forwarded to the Owner. If the Owner fails to pay the amount due to the Town within such thirty (30) day period, then the Town may, and is hereby expressly authorized by the Owner to, deduct the amount owing to it for such repairs or maintenance from any monies or letters of credit deposited by the Owner with the Town pursuant to the provisions hereof, or to add such sum to the assessment roll for the Lands and collect such monies in the same manner and with the same priority and remedies as taxes.
- **10.4.** The Owner agrees that the decision of the Director of Operations regarding required repairs or maintenance to the Works or an emergency state requiring immediate repair or maintenance to such Works shall be final, conclusive and incontestable.
- 10.5. After expiry of the maintenance period provided for in Section 10.1 herein, and provided that all Works required to be constructed, installed or done by the Owner have been completed to the satisfaction of the Town, the Town will issue a Final Certificate of Completion of Services, upon the application of the Owner, and provided that the following items have been submitted to and approved by the Director of Operations:
 - a) A Statutory Declaration in a form satisfactory to the Director of Operations stating that all accounts for the installation, construction and maintenance of all the Works required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of all the Works or any of them;
 - b) A certificate signed by the Consulting Engineering Firm certifying that all the Works have been fully completed, inspected, tested and maintained in accordance with the provisions herein and the standards and specifications of the Town and the plans as approved by the Director of Operations;
 - c) The "as constructed" final drawings in AutoCAD and PDF formats showing each of the Works as constructed; and,
 - d) The certificate of a registered Ontario Land Surveyor certifying that he has currently found and replaced, as necessary, all pins or standard iron bars as shown on the Subdivision.

The Town may withhold the issuance of the Final Certificate of Completion of Services if, in the sole opinion of the Director of Operations, the Owner is in default of his obligations to repair, construct or maintain any of the Works pursuant to this Agreement.

- **10.6.** The issuance by the Town of the Final Certificate of Completion of Services may be withheld until eighty percent (80%) of the Lots have been built upon, Occupancy Permits have been issued and Grading Conformance Certificates for the Lots have been approved by Building Department.
- **10.7.** The issuance by the Town of the Final Certificate of Completion of Services shall not relieve the Owner, its successors and assigns from the covenants and obligations imposed under this Agreement, which covenants and obligations shall continue to bind the Owner of the Lands for the time being.
- 10.8. Upon the expiry of the minimum maintenance guarantee period referred to in Section 10.1 herein, and so long as the Director of Operations is satisfied that no deficiencies exist which require rectification and the extension of the maintenance guarantee period, the Director of Operations may, following the issuance of the Final Certificate of Completion of Services, present to Council an Assumption Bylaw for Council's consideration with a recommendation that some or all of the Works be Assumed by the Town. Upon the Assumption of the Works the same shall vest in the Town and the Owner shall have no right, title or interest therein. Notwithstanding anything else contained in this Agreement, the Town may, at any time, pass any by-law or take whatever steps are necessary to Assume the Works and services and the same shall so vest in the Town as provided for in this paragraph.
- **10.9.** The Owner agrees that prior to the assumption of the subdivision by the Town that the storm sewers draining into the stormwater management pond, including catch basins, will be flushed and TV inspected.

11. BUILDING PERMITS AND OCCUPANCY OF BUILDINGS

- **11.1.** That the owner provides a preliminary 30M plan and a letter to the Director of Community and Development Services stating how all conditions of draft plan approval have been satisfied at the time of request for condition clearance.
- **11.2.** Prior to the issuance of a building permit, each dwelling within the subdivision will be subject to the review and approval of the Director of Community and Development Services respecting urban design considerations in accordance with the St. Davids Urban Design Guidelines.
- 11.3. No Building Permit shall be issued, nor excavation started on any Lot until:
 - The Subdivision has been registered and all registrations on title to the Lands and conveyancing documents and any other documents required by this Agreement have been completed;
 - b) The Primary Services have been installed to the satisfaction of the Director of Operations, and the Preliminary Certificate of Completion of Primary Services has been issued. For the purpose of this **Section 11.1**, the Director of Operations may permit the completion of Primary Services in phases;
 - c) A Plot Plan/Site Plan has been deposited with and approved by the Town;
 - d) An Individual Lot Grading Plan for the subject Lot or block has been deposited with and approved by the Chief Building Official. The Individual Lot Grading Plan shall be prepared in accordance with the Town's current policies and standards.
 - e) A declaration has been provided by the Consulting Engineering Firm certifying that the Lands have been graded in accordance with the Overall Grading Plan deposited with and approved by the Director of Operations;
 - f) Any default pursuant to the provisions of this Agreement has been resolved;

- g) All required financial deposits and financial guarantees, including maintenance deposits in the amounts and forms satisfactory to the Town, are deposited with the Town to complete all Works specified in this Agreement and shown on the approved drawings;
- h) Any required Works for noise abatement have been affected;
- The application for the Building Permit has complied with all other relevant by-laws, regulations and lawful requirements pertaining to the issuance of such permit;
- j) Development charges have been paid;
- k) The building for which the Building Permit application is made is located within an approved and registered portion of the Subdivision;
- All regulatory traffic control signs and street name signs have been installed; and,
- m) That a completed entrance permit application has been submitted to, and approved by the Town's Operations Department.
- 11.4. Notwithstanding Section 11.1 above, a Conditional Building Permit may be issued for the construction of dwellings, constituting not more than 10% of total lots, provided that the dwellings can neither be sold nor occupied as a residence until primary services are provided and all conditions of the permit and this section have been met. Any permissions granted by the Model Home Agreement shall be included in the 10% allotment. It is acknowledged by the Developer that the Conditional Building Permit is issued pursuant to the Building Code Act and to the satisfaction of the Chief Building Official and the Director of Community and Development Services. The Conditional Building Permit deposit required per lot or block shall be at the current applicable rate.
- 11.5. The owner of a Lot shall, in addition to paying the Building Permit fee:
 - Pay the amount of the development charges which are applicable at the time of application for Building Permit;
 - b) If required, pay the amount of the cash in lieu of lands for parks purposes pursuant to **Section 12**;
 - c) Deposit with the Town at the prevailing rate per unit, an amount which is used to ensure the following:
 - i. The provisions of the Overall Grading Plan;
 - ii. The location of the building is in accordance with the Plot Plan/Site Plan, construction drawings and the Ontario Building Code, and the Town's Zoning By-law;
 - iii. Conformance with building requirements required by other agencies;
 - iv. The sodding of the Lots;
 - v. The surfacing of the driveway, at the discretion of the Town;
 - vi. To cover costs for damages to Primary or Secondary Services; and,
 - vii. To ensure that the Lands are kept clean so that refuse, rubbish, dust or debris is not scattered on abutting streets or properties.

- 11.6. The deposit required in Section 11.3(c) is intended as a form of security from the applicant for a Building Permit for due observance and performance of all applicable provisions of this Agreement, and is not to be construed as payment for any work described in this Section 11, nor as imposing any obligation on the Town to undertake such work. The deposit is refundable, without interest to such applicant in accordance with Section 11.6, and may be forfeited in accordance with Section 11.7.
- **11.7.** Prior to the issuance of any Building Permit, the Owner shall provide to the Chief Building Official the following:
 - A certificate from the Consulting Engineering Firm indicating which Lots and /or blocks will result in buildings being constructed on fill exceeding 1.2 metres from the original grade;
 - b) For approval, foundation drawings prepared by a Professional Engineer for all buildings to be built on Lots or blocks mentioned in the certificate required by **Section 11.5 (a);** and,
 - c) A certificate from the Consulting Engineering Firm indicating which Lots and/or blocks will require sump pumps.
- 11.8. The owner of the deposit may, at any time after completion of the Works authorized by the Building Permit and before the deposit is forfeited under, apply for a refund of the deposit and the Town shall refund the deposit, without interest to such owner, provided that the application is accompanied by evidence that the provisions of Section 11.3(c) (i) through 11.3(c)(vii) inclusive have been complied with to the satisfaction of the Chief Building Official and that:
 - a) An Occupancy Permit has been issued under Section 11.8 and a Final Inspection has been completed and approved;
 - b) A Grading Conformance Certificate has been approved pursuant to **Section 8.15**;
 - c) All damage to Primary or Secondary Services incurred during the course of construction of the Works has been repaired, or adequate provision made therefore;
 - d) A legal survey has been submitted showing the building as located on the land; and,
 - e) A Final Inspection has been completed and the Building Permit has been closed.
- 11.9. Where, for any reason a deposit has not been refunded within two (2) years after being lodged with the Town pursuant to Section 11.4, the Treasurer shall notify the depositor of the fact and warn him that the deposit is subject to forfeiture thirty (30) days after the giving of notice. Notification by the Town will be at the last known address of the depositor. If through no fault of the Town, the deposit remains unrefunded after the expiry of the thirty (30) day period, the Treasurer may, without further notice, declare the deposit as forfeited, whereupon the deposit shall become the property of the Town free of all claims by the Owner hereof or anyone claiming through or under him. After such forfeiture, the deposit may be credited to the Town's general revenues and may be applied for any municipal purposes, which the Treasurer may deem advisable, including but not limited to the performance of any Works or repairs for which the deposit was originally taken as security.
- **11.10.** No dwelling on any Lot shall be occupied until:

- a) A Preliminary Certificate of Completion of Primary Services has been issued by the Director of Operations;
- b) All work in connection with such building or structure has been completed in accordance with the conditions of the Building Permit and any applicable Site Plan/Plot Plan;
- c) All Sodded Swales have been constructed to the satisfaction of the Director of Operations;
- d) All necessary Public Utilities are completed and installed to such building or structure;
- e) An Occupancy Permit has been issued by the Chief Building Official;
- f) A water meter has been installed, and the curb stop has been installed to grade; and,
- g) All fencing required by **Section 6.10** has been completed to the satisfaction of the appropriate Director or his designate.
- **11.11.** After the issuance of an Occupancy Permit, the dwelling mentioned herein may be permanently used or occupied.
- **11.12.** In any case where, at the time of the application for any Occupancy Permit, it appears that one (1) or more utilities are incomplete or unavailable for reasons beyond the control of the Owner, the Town may, at its discretion, issue an Occupancy Permit notwithstanding failure of compliance with **Section 11.8** but subject to the following conditions:
 - a) The building meets the occupancy regulations of the Ontario Building Code and external cladding of the building has been completed;
 - b) The applicant shall acknowledge and accept in writing the unavailability of the particular utility or utilities, which shall be specified;
 - c) The applicant shall indemnify the Town from all liability for any loss, costs or damages arising out of the lack of every such unavailable utility; and,
 - d) The Occupancy Permit and every certificate thereof shall contain a statement to the following effect: "(name of utility _____) service not available at the time of issue of permit; the Town accepts no responsibility for the unavailability of such service or any consequences or damages that may follow from the unavailability of such service".
- **11.13.** No Occupancy Permit shall authorize or be deemed to authorize any use or occupancy contrary to the provisions of the Building Permit or any applicable Zoning By-law.
- **11.14.** The provisions of this **Section 11** are intended to be in support of and complementary to the provisions of any applicable Municipal or Provincial Building Code, development control by-law, and other like statutes, regulations and by-laws in force for the time being. In the case of a conflict between any provisions of this Section and the corresponding provisions in any such code, bylaw, statute or regulation, the latter provision shall prevail.

12. PARKLAND DEDICATION/CASH-IN-LIEU/PARKLAND DEVELOPMENT

12.1. Prior to the issuance of a Building Permit, the Owner agrees to either pay five percent (5%) of the value of the lands to the Town in lieu of lands for parks purposes pursuant to the provisions of The *Planning Act*, the Owner will submit an

appraisal to the Town to determine the value of the Lots and/or blocks pursuant to The Planning Act.

13. ZONING

13.1. The Owner agrees to comply with the applicable standards and regulations of Zoning By-law No.4316-09, as amended from time to time, or any successor zoning by-law as it applies to the Lands and the Lots.

14. INSURANCE

14.1. Before commencing the construction of any Works, the Owner shall provide to the Town with evidence of a public liability insurance policy in a form satisfactory to the Town, in an amount of no less than five million dollars (\$5,000,000.00) per occurrence, naming the Town as an insured party and indemnifying the Town and all of its employees, contractors, servants, agents, officials and Council members from any liability arising from claims for damage, injury or loss to Persons or property in connection with the work done or materials furnished by the Owner, its contractors, servants or agents under this Agreement and said policy shall not contain an exclusion for blasting. The Owner shall continue such insurance in force continuously throughout the term of this Agreement and shall submit evidence thereof satisfactory to the Town from time to time, as may be required, that all premiums on such policy or policies have been paid and that the insurance is in full force and effect. Furthermore, the Owner shall provide an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice being given to the Town. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be responsible to indemnify the Town pursuant to the terms of this Agreement.

15. LETTER OF CREDIT AND SURETY BOND

- **15.1.** A Letter of Credit, or Surety Bond, drawn upon a chartered bank or credit union in favour of the Town and in the amount referred to in **Schedule "D"**, shall be provided to the Town at the time of the execution of this Agreement, and shall be held by the Town as security for the obligations of the Owner pursuant to any of the provisions of this Agreement. If in the opinion of the Director of Operations, at any time and from time to time, such amounts are required to be increased, the Owner shall pay such additional sum or provide such additional security as may be required as a result of such increase. In determining the sufficiency of the amount, regard need not be had solely to the particulars outlined in Schedule "D", but to the total cost of satisfying all of the obligations of the Owner pursuant to any of the provisions of the Agreement.
- **15.2.** A Letter of Credit, or Surety Bond, as referred to in **Schedule "D"** shall be in a form acceptable to the Treasurer, a template of which is provided to the applicant, and shall contain the following provisions:
 - a) The Letter of Credit, or Surety Bond, shall be security for any obligations of the Owner pursuant to the provisions of this Agreement, without any limitations whatsoever;
 - b) Drawings on the Letter of Credit, or Surety Bond, shall be permitted upon presentation of a letter from the Town to the credit union or chartered bank claiming default by the Owner under the terms of this Agreement, and such default shall not be limited to the actions of the Owner;
 - c) Partial drawings shall be permitted; and,
 - d) If the Town has not determined the extent of the default or the amount required to rectify the default or compensate the Town or third parties as a result thereof, the Town may draw on the full amount of the Letter of

Credit without any requirement to justify the amount of the Letter of Credit or Surety Bond.

If the Town is not provided with a renewal of the Letter of Credit or Surety Bond at least thirty (30) days prior to its date of expiry, the Town may forthwith draw the full amount secured and hold it upon the same terms that applied to the Letter of Credit or Surety Bond.

- **15.3.** The Director of Operations shall not consider any application for reduction of any Letter of Credit unless and until all of the Primary Services required by this Agreement have been fully completed to the satisfaction of the Director of Operations and a Preliminary Certificate of Completion of Primary Services has been issued.
- **15.4.** The Director of Operations may, at such yearly or other intervals as he or she deems necessary, revise the estimated costs of Primary and Secondary Services and maintenance costs so as to reflect any existing or anticipated increase in costs at the time of such revision.
- **15.5.** The Director of Operations shall embody his or her revised estimates in a written report certified by him, which shall be served on the Owner forthwith after its completion, and a copy of the report shall be furnished to Council.
- **15.6.** Where the amount of any revised estimate exceeds the amount of the credit as established pursuant to **Section 15.1** of this Agreement which is on deposit with the Town for the same purpose, the report under **Section 15.5** shall state the amount of the excess and shall require the Owner to deposit such amount with the Town within twenty-one (21) days after the service of the report on the Owner. Such amount when deposited with the Town shall be added to the credit held for the same purpose.
- **15.7.** Failure by the Owner to make the deposit required by **Section 15.6** within the time limited therefore, shall be deemed to be a failure by the Owner embodied in a written report or notice for the purposes of **Section 19** herein, which has not been remedied, and shall, without any further report or notice to the Owner, entitle the Council to resort to the remedies and powers set forth in **Section 19** herein.
- **15.8.** The Owner expressly agrees that the Town shall have the right to utilize and cash any Letters of Credit for purposes of rectifying any and all defaults in any Works commenced under any provisions of, or in any payments required by this Agreement.

16. MAINTENANCE GUARANTEE

- 16.1. The cash deposit or Letter of Credit or Surety Bond deposited by the Owner pursuant to Section 15 herein shall, upon the completion of the Primary Services and upon the issuance of Preliminary Certificate of Completion of Primary Services by the Town, be reduced in accordance with Section 15.3. The Town will retain 10% of the original security for Primary Services, in addition to securities for Secondary Services and any other securities or deposits required by this Agreement. The Town will release the remaining security for Primary Services upon expiry of a one (1) year maintenance period and the issuance of the Final Certificate of Completion of Primary Services.
- 16.2. The cash deposit or Letter of Credit or Surety Bond deposited by the Owner pursuant to Section 15 herein shall, upon the completion of the Secondary Services and upon the issuance of the Preliminary Certificate of Completion of Secondary Services by the Town, be reduced in accordance with Section 15.4. The Town will retain 10% of the original securities for Secondary Services, in addition to any remaining securities for Primary Services in Section 16.1 above,

and any other securities or deposits required by this Agreement. The Town will release the remaining securities for Secondary Services upon expiry of a one (1) year maintenance period and the issuance of the Final Certificate of Completion of Services.

- 16.3. The Owner shall be conclusively deemed to be in default of this Agreement if, in the case of the cost of the Works or materials or the fees of the Consulting Engineering Firm, a lien against the Lands, or any part thereof, is preserved pursuant to the Construction Lien Act and if, in the case of any other payment required to be made under the Agreement, a notice to that effect is forwarded to the Owner by the Director of Operations.
- **16.4.** Upon the passing of the Assumption By-law in accordance with **Section 10** herein, the Town shall release all monies and other credits, or the amounts thereof remaining, to the Owner.

17. CAPITAL CONTRIBUTIONS

17.1. All development charges shall be paid prior to the issuance of a Building Permit for any Lot(s). The amount of the development charges shall be the amount which, at the time of payment, is imposed by the Town and the Region upon such Lot(s) in accordance with the relevant by-laws, as amended from time to time.

18. PAYMENTS TO THE TOWN

18.1. The Owner shall pay to the Town a fee for the preparation of this Agreement and shall pay an administration fee as outlined in **Schedule "D"** attached hereto. Inspection fees are not included under this paragraph and shall be paid by the Owner in accordance with **Section 4.4** herein. The Owner shall pay to the Town all legal fees associated with this Agreement. Legal fees and inspection fees will be billed to the Owner on a quarterly basis where applicable.

19. DEFAULT

19.1. Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making an assignment for the benefit of creditors, the Town, at its option, may declare that the Owner is in default. Notice of such default shall be given by the Town in writing to the Owner and, if the Owner does not remedy such default within such time, as provided in the notice, the Town may declare that the Owner is in final default under this Agreement and shall then forthwith give notice thereof to the Owner. Provided that if, in his or her sole discretion, the Director of Operations deems that the failure creates an emergency situation, then the Town can effect the remedies available to it in this Section of the Agreement, without notice to the Owner and without complying with any of the provisions of this Agreement regarding notice to the Owner.

Upon notice of default having been given, the Town may require all Works by the Owner, its servants, independent contractors and subcontractors to cease (other than any Works necessary to remedy such default) until such default has been remedied and, in the event of final default, all Works as aforesaid may be required to cease. Upon final default of the Owner the Town may, at its option, adopt or pursue any or all of, but not be bound by or limited to, the following remedies:

a) Have its employees, servants, agents and contractors enter upon the Lands to complete any Works, services, repairs or maintenance wholly or in part required herein to be done by the Owner, and recover the costs thereof from the Owner by action or, in the same manner and with the same priority and

- remedies as municipal taxes, or draw upon or cash any Letter of Credit or security available to it;
- b) Make any payment which ought to have been made by the Owner and upon demand recover the amount thereof from the Owner by action or, in the same manner and with the same priority and remedies as municipal taxes, or draw upon or cash, any Letter of Credit or security available to it;
- c) Retain any sum of money or cash and Letters of Credit heretofore paid or rendered by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any Works which the Town may undertake or to pay off any construction or other liens against the Lands attributable to work and materials supplied by the Town or others, or otherwise;
- d) Assume any Works at its option, whether the same are completed or not, and thereafter the Owner shall have no claim or title thereto or remuneration thereto:
- e) Bring action for damages or to compel specific performance of all or any part of this Agreement; and,
- f) Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law or equity.

20. INDEMNIFICATION

20.1. The Owner hereby agrees, for itself, its successors and assigns to indemnify, save harmless and keep indemnified the Town, its successors and assigns from and against any and all manner of actions, suits, accounts, bonds, claims and demands whatsoever for any loss, charges, damages, injuries, expense or other liability whatsoever to any Person or to any property arising, accruing or happening before the issuance of the Final Certificate of Completion of Services under Section 10.6 (or after the issuance of such Final Certificate of Completion of Services under Section 10.6 if such loss, costs, charges, damages, injuries, expenses or other liability is directly or indirectly attributable to the error, nuisance, omission or negligence of the Owner) in connection with or arising out of anything done or omitted to be done by the Owner, his contractors, servants or agents pursuant to the terms of this Agreement.

21. CONSTRUCTION STANDARDS

21.1. It is agreed that any construction undertaken by the Owner pursuant to the terms of this Agreement which is not shown on the approved engineering drawings and specifications shall be in accordance with Town standards as interpreted by the Director of Operations.

22. REGISTRATION AND CLEARANCE LETTER

- **22.1.** Council shall consider enacting a by-law authorizing the execution of this Agreement upon the Owner having satisfied all pre-requisites for execution of this Agreement by the Town, and without limiting the generality of the foregoing, the Owner has:
 - a) Obtained and filed with the Directors of Operations and Community and Development Services all necessary approvals, consents and agreements;
 - b) Obtained written approval from the Director of Operations for all plans and specifications;
 - c) Obtained written approval of the following documentation:

- i. Draft of the proposed Subdivision for the Lands;
- ii. If required, a draft of the proposed Reference Plan setting out the Lands to be subdivided;
- iii. If required, a draft of the proposed Reference Plan providing legal descriptions for easements, transfers or other registerable instruments in, over, along and upon the lands situated outside the boundaries of the proposed Subdivision; and,
- iv. If required, a draft of the proposed Reference Plan providing legal descriptions for easements, transfers or other registerable instruments in, over, along and upon the Lands situate within the boundaries of the proposed Subdivision (i.e. rear yard catch basins and leads);
- d) Posted all securities required by the terms of this Agreement or its Schedules:
- e) Delivered executed documentation and funds to register documents required by the terms of this Agreement or its Schedules;
- f) Delivered this Agreement duly executed by the Owner; and,
- g) Delivered all other required documentation and, without limiting the generality of the foregoing, includes a Certificate of Corporate status for the Owner, if applicable.
- **22.2.** After the completion of the matters set out in **Section 22.1** above, and after the passage of a By-law authorizing the execution of this Agreement, the Owner shall register the following documentation:
 - a) The approved Reference Plan setting out the Lands to be subdivided, if required; and,
 - b) The approved Reference Plan providing legal descriptions for easements in, over, along and upon lands situate outside the boundaries of the proposed Subdivision.

Further, the owner shall deliver duplicate registered copies of the same, as outlined above, to the Town and the Town's Solicitor.

- **22.3.** Upon the Owner having satisfied its obligations under Section 22.2 above, the Town shall execute this Agreement.
- **22.4.** Forthwith after execution of this Agreement by the Town, at the sole expense of the Owner, the Town's Solicitor shall register the following concurrently:
 - a) This Agreement;
 - b) All documentation related to the Agreement whether or not expressly required by this Agreement, including all easements situated outside the boundaries of the Subdivision and all documentation related thereto (i.e. postponement of charge, etc.); and,
 - c) An inhibiting order requiring no further dealings on the Lands until the Subdivision has been registered on title.
- **22.5.** After the registrations set out in **Section 22.4** have occurred and if all of the conditions have been met, the Town, as the approval authority, may declare that all conditions of the Town, as set out in the draft approval conditions, have been satisfied.

- **22.6.** Within thirty (30) days after the Town has given final approval to the Subdivision, such Subdivision shall be provided to the Town to be registered on title. In the event that the Subdivision is not provided to the Town for registration within the time specified above, or within one (1) year from the date of the registration of this Agreement, whichever date shall first occur, the Town, at its sole discretion, may either:
 - a) Upon receipt of a written application from the Owner including reasons why the extension is required, extend the time allowed for registration of the Subdivision, upon such terms and conditions as the Town may determine; or.
 - b) Declare the Owner in final default.
- **22.7.** Concurrent with the registration of the Subdivision, the Town's Solicitor shall register:
 - a) All deeds/transfer of lands for Lands required to be conveyed to the Town pursuant to the terms of this Agreement;
 - b) All other documentation related thereto (i.e. releases, partial cessations, etc.); and,
 - c) An inhibiting order requiring no further dealings with specified Lots in, over, along or upon which the Town requires easements, transfers or other registerable instruments pursuant to the terms of this Agreement and the approved plans.
- **22.8.** Forthwith after the registrations set out in **Section 22.7** have occurred, the Owner or its agent shall finalize and have approved by the Town and then register on title a reference plan(s) required for easements, transfers or other registerable instruments within the Subdivision to be conveyed to the Town.
- **22.9.** Forthwith after receipt by the Town of duplicate registered copies of the reference plan(s) required by **Section 22.8**, the Town's Solicitor shall register all easements, transfers or other registerable instruments situated within the Subdivision.
- **22.10.** The Owner shall not deal in any manner whatsoever with any Lot or block shown on the Subdivision until this Agreement, the Subdivision and all other documentation (i.e. transfers, easements, cessations of charge, inhibiting orders, reference plan, etc.) required by this Agreement have been delivered, approved and registered on title to the complete satisfaction of the Town's Solicitor.

23. SCHEDULES

- **23.1.** All Schedules to this Agreement and all documentation referred to in the Agreement and Schedules (whether attached to this Agreement or not) shall form an integral part of this Agreement.
- **23.2.** The Schedules to this Agreement are those marked respectively as **Schedule "A"** Description of Lands, **Schedule "B"** Draft 30M Plan of Subdivision, **Schedule "C"** Easements and Dedications, **Schedule "D"** Estimated Cost of All Works, **Schedule "E"** List of Engineering Drawings.

24. AMENDMENTS TO THIS AGREEMENT

24.1. Subsequent to the registration of this Agreement on title to the Lands, the Owner and the Town may amend, by mutual agreement, any of the terms of this Agreement, without being required to obtain the acknowledgement or consent thereto of any Person who becomes the heir, successor or assign of the interest of the Owner of the Lands or any part of the Lands described in Schedule "A" herein, provided that such amendment mutually agreed to by the Owner and the

Town shall be reduced to writing and shall be registered on title of the Lands described in **Schedule** "A" herein or some of them, as may be applicable, and the Owner covenants with the Town, that the contents of this **Section 24.1** and the contents of any amendment mutually agreed to between the Owner and the Town, pursuant to the contents of this **Section 24.1**, shall, through the registration of this Agreement, be binding upon anyone who, from time to time, owns or occupies some or all of the Lands described in **Schedule** "A" attached hereto.

25. MISCELLANEOUS PROVISIONS

25.1. Assignment of Agreement

The Owner shall not assign this Agreement except with the prior written agreement of the Town, which will not be unreasonably be withheld.

25.2. Notices

a) Any notice, demand, acceptance or request provided for in this Agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by certified mail (postage prepaid) as follows:

To the Town at:
Town Clerk
The Corporation of the Town of Niagara-on-the-Lake
1593 Four Mile Creek Road PO Box 100
Virgil, Ontario
LOS 1T0

Insert e-mail of owner
Insert Owner's name and address here
To the Owner at:

Or any other such address that the parties may, from time to time, designate in writing and every such notice shall be deemed to have been given upon the day it was so delivered or on the fifth day after the date upon which it is mailed by certified mail. The Owner agrees that it is the Owner's responsibility to notify the Town of any change in address of the Owner.

- b) In lieu of mailing such notice as specified in Section 25.2(a), the Town may, at its sole discretion, provide notice to the Owner by way of email or by posting a notice or document on the Lands described in **Schedule "A"** to this Agreement.
- c) If notice is intended to be given to any other Person, or to an officer or employee of such Person, it may be done so by way of mail to the last known address or by personal delivery. The date of mailing or delivery, as the case may be, shall be deemed to be the date on which the notice was given or served.

25.3. Right of Entry

The Owner shall obtain from any purchaser of any of the Lots or blocks shown on the Subdivision, written authorization for the Owner and the Town to enter upon the Lands for a period of three (3) years after the transfer of title thereof in order to ensure compliance with the provisions of this Agreement and shall forthwith forward a copy of said permission to the Town.

25.4. Encumbrancers or Mortgagees

Prior to the registration of this Agreement, the Owner shall provide postponements or discharges, as the Town may direct, of any mortgages, liens or other encumbrances on the Lands in order to ensure that this Agreement is registered on title prior to any such mortgages, liens or other such encumbrances and that it shall have full force and effect in priority to any claims to the said Lands by the said encumbrancers and mortgagees.

25.5. Headings

The headings used in the sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

25.6. Gender, Number

Wherever the singular or masculine is used in this Agreement, if the context so requires, it shall be deemed to include the plural or feminine.

- **25.7.** This Agreement and the provisions hereof do not give to the Owner or any other Person where they acquire any interest in the said Lands any rights against the Town with respect to the failure of the Owner or any such Person to perform or fully perform any obligation under this Agreement, or the failure of the Town to force the Owner or any such Person to perform or fully perform any obligation under this Agreement or any negligence of the Owner or any such Person in the performance of the said obligation.
- 25.8. The Owner shall not call into question directly or indirectly, in any proceedings whatsoever whether in law or in equity or before any administrative tribunal, the right of the Town to enter in this Agreement and to enforce each and every item, covenant and condition herein contained, and this Agreement may be pleaded as an estoppel against any such Person in any such proceedings. The Owner acknowledges that the Town is entering into this Agreement and approving the Subdivision upon the express representation of the Owner that it, and its successors and assigns, will observe and perform all the provisions of this Agreement and that the Town is of the opinion that the Subdivision would not be in the public interest if the Owner, its successors and assigns and any owner or owners from time to time of the Lands in the Subdivision were not obligated to observe and perform all of the provisions hereof except to the extend the Town may change them.
- **25.9.** No covenant, condition or obligation in this Agreement may be waived except by the written consent of the Town. The failure on the part of the Town to exercise or enforce any right conferred upon it under this Agreement or the decision to waive any covenant, condition or obligation shall not be deemed to be a waiver of any such right of the Town to compel compliance with any covenant, condition or obligation or to exercise or enforce any right at any time or times thereafter.

26. BINDING ON SUCCESSORS, ETC.

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and to the extent provided herein shall run with the Lands within the Subdivision and be binding upon the Owner or Owners from time to time thereof, and all covenants in this Agreement shall be joint and several.

The Owner agrees that it shall, upon the sale or transfer by it of the Lands included within the Subdivision or any parts or parts thereof, require the purchaser or transferee thereof as a condition of such sale or transfer to execute an agreement satisfactory in form to the Town's Solicitor, agreeing to assume this Agreement and to be bound by and fulfil all of the terms, conditions and covenants herein set forth and containing a like covenant to this effect (the Assumption Agreement). The Assumption Agreement shall be executed by the Town, the Owner and any such

purchaser or transferee and may, at the Town's option, be registered on title, provided, however, that such Assumption Agreement shall not be required for the sale or transfer of a Lot or block as shown on the Subdivision for the purpose of construction.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals under the hands of their respective authorized officers in that behalf.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
	MAYOR: GARY ZALEPA
	CLERK: GRANT BIVOL
WITNESSED BY:	OWNER (ST. DAVIDS RIVERVIEW ESTATES INC.)
	Signature
	Name:(print)
	Position:(print)
	I have the authority to bind the Corporation

SCHEDULE "A"

TO A SUBDIVISION AGREEMENT BETWEEN ST. DAVIDS RIVERVIEW ESTATES INC. AND

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

DESCRIPTION OF SUBJECT LANDS

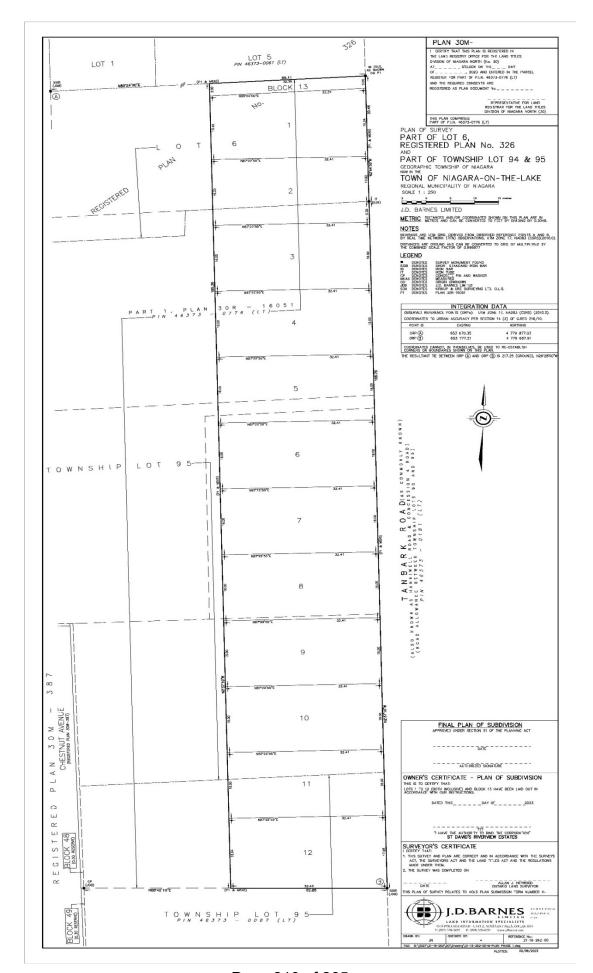
ALL AND SINGULAR that certain parcel or tract of land, situated, lying and being composed of Past 2 of Plan 30R-16377, Town of Niagara-on-the-Lake.

SCHEDULE "B"

TO A SUBDIVISION AGREEMENT BETWEEN ST. DAVIDS RIVERVIEW ESTATES INC. AND

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

DRAFT M-PLAN



SCHEDULE "C"

TO A SUBDIVISION AGREEMENT BETWEEN ST. DAVIDS RIVERVIEW ESTATES INC. AND

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

EASEMENTS AND LAND DEDICATIONS

1. **EASEMENTS**

All references to easements within Schedule "C" shall mean the draft 30R Plan as prepared by J.D. Barnes Ltd, dated 5/14/2024, and filed in the office of the Corporate Services Department of the Town.

- a) Easement in favour of the Town for storm sewer purposes over Lots 1, 3, 4, 7, 8, 10 and 11 described as Parts 1 to 7 inclusive, on the draft 30R Plan.
- **b)** That the easement in gross over Part 6 of Plan 30R13040, registered as instrument NR194732, be discharged from Title.

2. LAND DEDICATIONS

a) Walkway

Dedication of Block 13 of the approved plan to the Town for walkway purposes.

SCHEDULE "D"

TO A SUBDIVISION AGREEMENT BETWEEN ST. DAVIDS RIVERVIEW ESTATES INC. AND

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

ESTIMATED COST OF WORKS

Item	Reference	Subject	Est. Cost	L of C or Surety Bond	Cash
Prior to Signature					
1.	2.1	Tax Arrears			
2.	9.1	Primary Services - 20% or \$10,000.00, whichever is greater	\$486,333.36 ¹	\$97,266.67	
3.	9.2	Secondary Services - 100%	\$108,067.55 ¹	\$108,067.55	
4.	6.8	Sidewalks - 100%	\$84,750.00 ¹	\$84,750.00	
5.	2.7	Road Cleaning			\$5,000
6.	4.4	Inspection			\$21,000
7.	6.7	Signs			\$1,000
Total			\$679,150.91	\$290,084.22	\$27,000
Prior to Issuance of Building Permit					
1.	12	Parkland Dedication			\$125,750
2.	11.3(c)	Lot Grading Deposit			Prevailing Rate

^{1.} Estimated costs amount includes HST

SCHEDULE "E"

TO A SUBDIVISION AGREEMENT BETWEEN ST. DAVIDS RIVERVIEW ESTATES INC. AND THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

LIST OF ENGINEERING DRAWINGS

The following is a list of the plans identified by drawing numbers and descriptions that are located in the office of the Operations Department of the Town:

DRAWING NO.	DESCRIPTION	DATE OF PLAN
21178-PH1-GSP	General Servicing Plan	2024-10-30
21178-PH1-PP1	Plan and Profile – STA 0+000 to STA 0+370	2024-10-30
21178-PH1-GP	Grading Plan	2024-10-30
1	Tree Preservation Plan	2024-10-30
21178-PH1-PLS	Parking, Line Painting & Streetscape Plan	2024-10-30
21178-PH1-GND	General Notes and Details	2024-10-30
21178-PH1-STMDA	Storm Drainage Area Plan	2024-10-30
21178-PH1-SANDA	Sanitary Drainage Area Plan	2024-10-30

THE CORPORATION

OF THE

TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 2025-044

(1023 East and West Line, Roll No. 020012008010000)

A BY-LAW TO DESIGNATE THE PROPERTY KNOWN MUNICIPALY AS, 1023 EAST AND WEST LINE (NIAGARA PT TWP LOT 69 RP 30R7654 PART 1), IN THE TOWN OF NIAGARA-ON-THE-LAKE, IN THE PROVINCE OF ONTARIO, AS BEING OF CULTURAL HERITAGE VALUE OR INTEREST.

WHEREAS Section 29 of the Ontario Heritage Act, R.S.O. 1990, Chapter 0.18, authorizes the Council of a municipality to enact by-laws to designate real property, including all buildings and structures thereon, to be of cultural heritage value or interest; and

WHEREAS the Council of the Corporation of the Town of Niagara-on-the Lake has caused to be served on the owner of the lands and premises known as 1023 EAST AND WEST LINE, in the Town of Niagara-on-the-Lake in the Province of Ontario and upon the Ontario Heritage Trust, notice of intention to so designate the aforesaid real property and has caused such notice of intention to be published in a newspaper having general circulation in the municipality; and

WHEREAS the reasons for designation are set out in Schedule 'B' hereto; and

WHEREAS no notice of objection to the proposed designation has been served on the clerk of the municipality;

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

- 1. There is designated as being of cultural heritage value or interest the real property known as **1023 EAST AND WEST LINE** in the Town of Niagara-on-the-Lake in the Province of Ontario, more particularly described in Schedule 'A' hereto.
- 2. The municipal solicitor is hereby authorized to cause a copy of this Bylaw to be registered against the property described in Schedule 'A' hereto.
- 3. The Clerk is hereby authorized to cause copy of this By-law to be served on the owners of the aforesaid property and on the Ontario Heritage Trust and to cause notice of the passing of this By-law to be published in a newspaper having general circulation.

READ A FIRST, SECOND AND THIRD TIME AND PASSED ON THIS 24th DAY OF JUNE, 2025.

LORD MAYOR GARY ZALEPA	TOWN CLERK GRANT BIVOL

SCHEDULE 'A'

Legal Address: NIAGARA PT TWP LOT 69 RP, 30R7654 PART 1

PIN: 464100245

Civic Address: 1023 East and West Line

SCHEDULE 'B'

1023 EAST AND WEST LINE

Description of Property

The subject property is located on 1023 East and West Line. The subject land is located near the intersection of East West Line and Concession 3 Road towards the south of East and West Line. 1023 East West Line contains a residential structure, and a detached garage towards the east of the residential structure. The structure on the subject land is located with a moderate setback from the road. Access to the subject lands is through a gravel driveway.

Statement of Cultural Heritage Value or Interest

1023 East and West Line has cultural heritage value or interest for its design and physical values, its historical and associative values and its contextual values.

The residential structure on 1023 East and West Line is a representative example of a Gothic Cottage. The subject property is one and a half storeys in height with a symmetrical façade and balanced side elevations. The exterior walls are clad in plain fieldstone, laid in a random course which feature red brick quoins, radiating voussoirs, lintels and a stringcourse to differentiate the basement level. The roof of the subject property is a cross-gable roof with gable ends on the façade, and both the side elevations. The gable end on the façade is located centrally. The roof also contains overhanging eaves with plain fascia. The subject property contains rectangular window openings on the first storey while those on the upper storey are lancet windows. The openings on the first storey contain flat red brick lintels and the lancet windows on the upper storey contain radiating red brick voussoirs. All the windows also feature plain stone lug sills. The subject property has a celebrated main entrance which contains a pointed arched opening with glass panelled door with sidelights and transom. The transom contains decorative wooden fretwork. The main entrance also contains hood-mould detail with carved label stops on the base of red brick voussoirs.

1023 East and West Line has associative value as being a part of the Epp family fruit farm. The lands were acquired by the family sometimes in the late 1900s and were converted into a fruit farm. The Epp family has contributed to the agricultural growth of the rural areas of Niagara-on-the-Lake through their farmsteads. Research also indicates that they also lend a hand to their neighbouring farms whenever the need had risen, and sometimes at the cost of their own harvest being affected.

1023 East and West Line has the potential to yield information that contributes to the understanding of the cultural phenomenon created by the immigrant workers coming into Niagara Region as part of Seasonal Agricultural Work Program that was introduced in Canada in the mid-1960s. These workers have contributed to the local agricultural industry not only through physical labour but also through bringing in diverse knowledge from their countries.

The historic Gothic cottage has contextual value because it is important in maintaining the historic character of the area. East and West Line streetscape majorly consists of farmsteads, orchards and residential properties that are one to two storeys high with a large to moderate setback from the road. Most of the building are recent built structures or have been modified. The historic Gothic Cottage style structure reiterates the historic character of the area and connects the context to its historical agricultural roots. The subject property also has value because it is historically linked to its surroundings as being part of the Epps family fruit farm. The house structure was once a part of a larger farmstead. The land appears to have since been subdivided but the farms still exist towards the south and east of the subject property.

Description of Heritage Attributes

Key exterior attributes that embody the heritage value of the property at 1023 East and West Line include its:

- One and half storey Gothic Cottage
- Symmetrical façade and balanced side elevations
 Random fieldstone courses on exterior walls
- Red brick quoins, radiating voussoirs, lintels and stringcourse
- Cross-gable roof
- Gable ends on the façade and side elevations
- Overhanging eaves and plain fascia
- Rectangular window openings on first storey and lancet window openings on upper storey
- Main entrance with pointed arched opening, glass panelled door with sidelights and transom.
- Transom with decorative wooden fretwork.
- Hood-mould on main entrance with carved label stops on the base of red
- Location along the East West Line
- Setback from the road
- Historical connection to farmstead

THE CORPORATION

OF THE

TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 2025-045

(167 Four Mile Creek Road, Roll No. 262702002503200)

A BY-LAW TO DESIGNATE THE PROPERTY KNOWN MUNICIPALY AS, **BLACK HOUSE**, **167 FOUR MILE CREEK ROAD (PT LOT 91)**, IN THE TOWN OF NIAGARA-ON-THE-LAKE, IN THE PROVINCE OF ONTARIO, AS BEING OF CULTURAL HERITAGE VALUE OR INTEREST.

WHEREAS Section 29 of the Ontario Heritage Act, R.S.O. 1990, Chapter 0.18, authorizes the Council of a municipality to enact by-laws to designate real property, including all buildings and structures thereon, to be of cultural heritage value or interest; and

WHEREAS the Council of the Corporation of the Town of Niagara-on-the Lake has caused to be served on the owner of the lands and premises known as the BLACK HOUSE, 167 FOUR MILE CREEK ROAD, in the Town of Niagara-on-the-Lake in the Province of Ontario and upon the Ontario Heritage Trust, notice of intention to so designate the aforesaid real property and has caused such notice of intention to be published in a newspaper having general circulation in the municipality; and

WHEREAS the reasons for designation are set out in Schedule 'B' hereto; and

WHEREAS no notice of objection to the proposed designation has been served on the clerk of the municipality;

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

- 1. There is designated as being of cultural heritage value or interest the real property known as **BLACK HOUSE**, **167 FOUR MILE CREEK ROAD** in the Town of Niagara-on-the-Lake in the Province of Ontario, more particularly described in Schedule 'A' hereto.
- 2. The municipal solicitor is hereby authorized to cause a copy of this Bylaw to be registered against the property described in Schedule 'A' hereto.
- 3. The Clerk is hereby authorized to cause copy of this By-law to be served on the owners of the aforesaid property and on the Ontario Heritage Trust and to cause notice of the passing of this By-law to be published in a newspaper having general circulation.

READ A FIRST, SECOND AND THIRD TIME AND PASSED ON THIS 24th DAY OF JUNE, 2025.

LORD MAYOR GARY ZALEPA	TOWN CLERK GRANT BIVOL

SCHEDULE 'A'

Legal Address: Part Lot 91, Town of Niagara-on-the-Lake, Niagara Township, ON

PIN: 463740100

Civic Address: 167 Four Mile Creek Road

SCHEDULE 'B'

BLACK HOUSE, 167 FOUR MILE CREEK ROAD

Description of Property

The subject property is located on 167 Four Mile Creek Road and is known as the Black House. The subject land is located east of Four Mile Creek Road with a moderate setback. The residence is set on a decent sized parcel which is flat towards the west of the parcel but slopes down towards the east, which is the rear of the property. The landscaping on the subject property includes a few trees towards the front and rear. The access to the residence is directly from Four Mile Creek Road through a paved pedestrian walkway and a separate gravel driveway.

Statement of Cultural Heritage Value or Interest

167 Four Mile Creek Road has cultural heritage value or interest for its design and physical values, its historical and associative values and its contextual values.

The residential structure on 167 Four Mile Creek Road is a representative example of the Queen Anne Revival style with influences from the Italianate style. The one and a half storey detached dwelling was constructed in 1902 and has a T-shaped plan. The subject property features a slightly asymmetrical façade with a tower protruding out on the façade, a central entrance and a pair of double windows on either side of the entrance. The facade also contains a covered porch with a pediment, which is supported on wooden posts and wooden railings. The frieze detail on the porch features a wooden cornice with dentils and pairs of wooden brackets. The main construction material of the residence is natural Queenston cement with partial stucco finish. Apart from the stucco finish, the central tower, side gables and dormers on the side elevations are clad in fish-scale and cedar shake shingles respectively. Black House also contains a complex roofline with the central tower having a steeply pitched hipped roof and the main structure of the residence with a cross-gable roof with gable ends on both the side elevations as well as the rear elevation. The gable ends feature moulded fascia with dentils. The overhanging eaves in the roofline contains wooden cornice with dentils and pairs of wooden brackets. The house has a bay window on the south elevation with a mansard roof, topped off with metal cresting detail. The window openings in the subject property range from segmentally arched openings on the first storey to rectangular vertical openings on the second storey. The windows on the first storey contain plain wooden trim within the structural openings of the windows with plain concrete lug sills. The windows on the second storey, on the other hand, contain plain wooden trim on the outside of the structural window openings with wooden slip sills.

The Black House displays a high degree of physical value as being an early example of poured concrete construction in the Town of Niagara-on-the-Lake. Research into the construction methodology indicates that floor joists were set on ledgers, and then cast into the concrete for all the floors. This method of construction varied from the general wooden frame structures found in the Town and therefore gives an insight into the alternate construction craftmanship being utilized in the early 1900s.

167 Four Mile Creek Road also has historical associations with Queenston Cement Works company also known as Isaac Usher & Son. The company was run by Isaac Usher and Hudson Usher, between 1885 to 1904. The cement plant was established in 1885 towards the east of St. Davids and on the face of Niagara Escarpment. The raw material for the plant was sourced from the Niagara Escarpment. At the height of its operation, Queenston Cement Works, supplied natural cement to Sault Ste. Marie and St. Lawrence canals. Apart from the major infrastructure projects, Queenston Cement Works also supplied

cement to residences in the St. Davids urban area. Among these houses, the Black House is one of the few surviving examples of a residence constructed using natural cement. The house reflects the work of Isaac Usher as a cement masonry contractor. During the early 1900s the most common material for the construction of residences was considered to be stone or brick masonry with wooden frames. During this time, he experimented with cement as a construction material.

The Black House has contextual value because it is important in maintaining the character of the area. 167 Four Mile Creek Road is part of the historic fabric of St. Davids urban area as it lies in close proximity to various other historic buildings and also buildings listed and designated on the Municipal Heritage Register. It acts as a character supporting resource for St. Davids. The house also has contextual value because it is historically linked to its surroundings. It was constructed using natural cement produced by the Queenston Cement Works. The company was run by Mabel's father, Isaac Usher, and brother, Hudson Usher, between 1885 to 1904. The natural cement material used in the construction of the house was mined from the Niagara Escarpment.

Description of Heritage Attributes

Key exterior attributes that embody the heritage value of the property at 167 Four Mile Creek Road include its:

- Two storey Queen Anne Revival style residence with Italianate influences
- Asymmetrical façade
- Tower on façade
- Main entryway featuring a transom and moulded trim with dentil details
- Pair of double windows on facade
- Covered porch, wooden posts and railings
- Frieze, cornice with dentils and pairs of wooden brackets on porch
- Natural Queenston cement used for construction
- Fish-scale and cedar-shake shingles on central tower and side gables
- Cross-gabled roof with hipped roof on the central tower
- Moulded fascia with dentils on gable ends
- Overhanging eaves with denticulated cornice and pairs of brackets
- Bay window on the south elevation with a mansard roof, topped off with metal cresting detail
- Segmentally arched openings on the first storey and basement and rectangular vertical openings on the second storey
- Location on Four Mile Creek Road

THE CORPORATION

OF THE

TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 2025-046

(238 Four Mile Creek Road, Roll No. 020025076000000)

A BY-LAW TO DESIGNATE THE PROPERTY KNOWN MUNICIPALY AS, **DUGGAN HOUSE**, **238 FOUR MILE CREEK ROAD (NIAGARA PT TWP LOT 90)**, IN THE TOWN OF NIAGARA-ON-THE-LAKE, IN THE PROVINCE OF ONTARIO, AS BEING OF CULTURAL HERITAGE VALUE OR INTEREST.

WHEREAS Section 29 of the Ontario Heritage Act, R.S.O. 1990, Chapter 0.18, authorizes the Council of a municipality to enact by-laws to designate real property, including all buildings and structures thereon, to be of cultural heritage value or interest; and

WHEREAS the Council of the Corporation of the Town of Niagara-on-the Lake has caused to be served on the owner of the lands and premises known as the DUGGAN HOUSE, 238 FOUR MILE CREEK ROAD, in the Town of Niagara-on-the-Lake in the Province of Ontario and upon the Ontario Heritage Trust, notice of intention to so designate the aforesaid real property and has caused such notice of intention to be published in a newspaper having general circulation in the municipality; and

WHEREAS the reasons for designation are set out in Schedule 'B' hereto; and

WHEREAS no notice of objection to the proposed designation has been served on the clerk of the municipality;

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

- 1. There is designated as being of cultural heritage value or interest the real property known as **DUGGAN HOUSE**, **238 FOUR MILE CREEK ROAD** in the Town of Niagara-on-the-Lake in the Province of Ontario, more particularly described in Schedule 'A' hereto.
- 2. The municipal solicitor is hereby authorized to cause a copy of this Bylaw to be registered against the property described in Schedule 'A' hereto.
- 3. The Clerk is hereby authorized to cause copy of this By-law to be served on the owners of the aforesaid property and on the Ontario Heritage Trust and to cause notice of the passing of this By-law to be published in a newspaper having general circulation.

READ A FIRST, SECOND AND THIRD TIME AND PASSED ON THIS 24th DAY OF JUNE, 2025.

LORD MAYOR GARY ZALEPA	TOWN CLERK GRANT BIVOL

SCHEDULE 'A'

Legal Address: NIAGARA PT TWP LOT 90

PIN: 463730106

Civic Address: 238 Four Mile Creek Road

SCHEDULE 'B'

DUGGAN HOUSE, 238 FOUR MILE CREEK ROAD

Description of Property

The subject property is located on 238 Four Mile Creek Road and is known as the Duggan House. The subject property is located west of Four Mile Creek Road. The residence has a moderate setback and is set on a deep parcel which also contains an accessory structure at the rear of the property. The access to the residence is directly from Four Mile Creek Road through a paved pedestrian walkway and a separate gravel driveway.

Statement of Cultural Heritage Value or Interest

238 Four Mile Creek Road has cultural heritage value or interest for its design and physical values, its historical and associative values and its contextual values.

238 Four Mile Creek Road is a representative example of the Edwardian Classicism style. The two-storey residence is constructed using alternating layers of rusticated and plain concrete blocks with a narrow block stringcourse between the two storeys. The façade of the subject property is balanced while the north and south elevations are symmetrical. The north elevation also contains a twostorey bay window. The subject property features a covered porch on the façade that is supported on colonnettes with concrete bases and wooden railings. Typical of the Edwardian style, the structure has a high-pitched roof with a double hip on the façade, hipped dormers on the façade and south elevation, a polygonal dormer on the north elevation, and hipped roof on the covered porches. The subject property also features deep overhanging eaves that are supported by wooden brackets. The openings in the subject property are rectangular vertical openings, with the window openings containing plain wooden trim within the structural openings of the windows and the main entryway containing sidelights with wooden trims within the structural opening. The windows also feature plain concrete lug sills and lintels.

The Duggan House displays a high degree of artistic value as an example of rusticated concrete construction in the Town of Niagara-on-the-Lake, especially in the St. Davids urban area. The neighbourhood around the Four Mile Creek Road and York Street contains a wide variety of historic structures. Most of these structures are stone, brick or clapboard construction. With its concrete block construction, the subject property provides design value as a unique construction material.

The Duggan House also has historical associations with Charles E. Duggan and his family. Charles was a physician from St. David's and was an active physician in the area. He graduated from Trinity Medical College in 1903 and practiced medicine in St. Davids. Charles Duggan also constructed the Duggan House after purchasing the property in 1913. Apart from Charles, the house is also historically associated with both his sons, Frederick and Richard Duggan. Frederick and Richard both enlisted in the Royal Canadian Air Force where Frederick went on to become a qualified fighter pilot. He died during the Second World War and is commemorated at Queenston Cenotaph. Richard followed in his father's footsteps and graduated from Queens Medical School in 1941, and after the war, he took over his late father's practice.

238 Four Mile Creek Road reflects the work of James Calvert. James Calvert, started his career in the Niagara Region as a carpenter in 1912 and went on to become a contractor in the Village of Queenston. In 1921, He started a construction business with William Armstrong, known as Armstrong & Calvert, in St. David's. Around 1921, Calvert also appears to be working as a manager at Larkin Farms.

The property has contextual value because it is important in maintaining the character of the area. 238 Four Mile Creek Road is part of the historic fabric of St. Davids urban area as it lies in close proximity to various other historic buildings and also buildings listed and designated on the Municipal Heritage Register. It acts as a character supporting resource for St. Davids urban area.

Description of Heritage Attributes

Key exterior attributes that embody the heritage value of the property at 238 Four Mile Creek Road include its:

- Two storey Edwardian Classicism style residence
- Balanced façade with symmetrical north and south elevation
- Rusticated and plain concrete block construction with narrow stringcourse
- Two-storey Bay window on north elevation
- Covered porch on the façade with colonnettes with concrete bases and wooden railings
- High pitched hip roof with double hip on facade
- Hipped dormers on façade, and south elevation
- Polygonal dormer on north elevation
- Hipped roof on porches
- Deep overhanging eaves with wooden brackets
- Rectangular vertical openings
- Concrete lug sills and lintels
- Concrete block chimneys
- Location on Four Mile Creek Road

CORPORATION OF THE

TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 2025-047

A BY-LAW TO APPOINT A HEARING OFFICER FOR THE ADMINISTRATION OF THE SHORT TERM RENTAL BY-LAW FOR THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE:

WHEREAS the Council of the Corporation of the Town of Niagara-on-the-Lake approved Short Term Rental By-law 2025-032 on May 27, 2025;

AND WHEREAS sections 8, 9, 10 and 11 of the *Municipal Act, 2001, S. O. 2001, c.25,* as amended ("*Municipal Act, 2001*") authorize the Town of Niagara-on-the-Lake to pass by-laws necessary or desirable for municipal purposes;

AND WHEREAS subsections 23.1, 23.2(1)(c) and 23.3(2) of the Municipal Act, 2001, authorize the municipality to delegate administrative powers to an individual who is an officer, employee or agent of the municipality;

AND WHEREAS the Council of the Corporation of the Town of Niagara-on-the-Lake considers it desirable to appoint a Hearing Officer for the purpose of enforcing Short Term Rental By-Law 2025-032;

NOW THEREFORE, THE CORPORATION OF THE TOWN OF NIAGARA-ON-

THE-LAKE enacts as follows:

- 1. That Rutherford Services is hereby appointed as a Hearing Officer, for the purpose of hearing appeals for the Short Term Rental By-law 2025-032 in accordance with the Short Term Rental By-law 2025-032 for the Town of Niagara-on-the-Lake for a 3-year term.
- 2. That this By-law come into force and effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 24TH DAY
OF JUNE 2025.

LORD MAYOR GARY ZALEPA	TOWN CLERK GRANT BIVOL

CORPORATION OF THE

TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 2025-048

A BY-LAW TO APPOINT A HEARING OFFICER FOR THE ADMINISTRATION OF THE ANIMAL CARE AND CONTROL BY-LAW FOR THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE:

WHEREAS the Council of the Corporation of the Town of Niagara-on-the-Lake approved Animal Care & Control By-law 2025-007 on February 25, 2025;

AND WHEREAS sections 8, 9, 10 and 11 of the *Municipal Act, 2001, S. O. 2001, c.25,* as amended ("*Municipal Act, 2001*") authorize the Town of Niagara-on-the-Lake to pass by-laws necessary or desirable for municipal purposes;

AND WHEREAS subsections 23.1, 23.2(1)(c) and 23.3(2) of the Municipal Act, 2001, authorize the municipality to delegate administrative powers to an individual who is an officer, employee or agent of the municipality;

AND WHEREAS the Council of the Corporation of the Town of Niagara-on-the-Lake considers it desirable to appoint a Hearing Officer for the purpose of enforcing Animal Care & Control By-Law 2025-007;

NOW THEREFORE, THE CORPORATION OF THE TOWN OF NIAGARA-ON-

THE-LAKE enacts as follows:

- 1. That Rutherford Services is hereby appointed as a Hearing Officer, for the purpose of hearing appeals for the Animal Care & Control By-law 2025-007 in accordance with the Animal Care & Control By-law 2025-007 for the Town of Niagara-on-the-Lake for a 3-year term.
- 2. That this By-law come into force and effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 24TH DAY
OF JUNE 2025.

LORD MAYOR GARY ZALEPA	TOWN CLERK GRANT BIVOL

THE CORPORATION

OF THE

TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 2025-049

A BY-LAW TO REPEAL BY-LAW 2025-035 AND TO AUTHORIZE AN AGREEMENT FOR INSTITUTIONAL CHILD CARE SERVICES 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 'Schedule I' hereafter referred to as "the agreement' dated the 24th day of June, 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 be deemed a part of this by-law; and
- 3. THAT the Lord Mayor and Clerk be instructed to execute the agreement and affix the Corporate Seal; and
- 4. THAT the Lord Mayor and Clerk be authorized to execute any amendments brought forward.
- 5. THAT By-law 2025-035 be hereby repealed; and
- 6. 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 24TH DAY OF JUNE, 2025.

LORD MAYOR GARY ZALEPA	TOWN CLERK GRANT BIVOL

'Schedule I to By-law 2025-049'

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT made this 24th day of June, 2025

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA

(herein referred to as "Niagara Region")

-and-

THE TOWN OF NIAGARA-ON-THE-LAKE

(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:
- (I) "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 The Certificate of Insurance must comply with these insurance requirements and must be on Niagara Region's form of Certificate of Insurance, which be found Niagara Region's website on 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**

- Any notice given or required under this Agreement shall be deemed to be (a) sufficiently and effectually given if delivered by hand or mailed by prepaid registered post, or sent via facsimile transmission addressed as follows:
 - 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:
[1593 Four Mile Creek Road]
[Virgil], Ontario
[L0S 1T0]

Attention: Kevin Turcotte, Manager of Parks and Recreation

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, Or	ntario this day o	of, 2025
(City/Town)	(Date)	(Month)
	TOWN OF NIAGA	RA-ON-THE-LAKE
Witness	Name Title:	
	I have authority to I	oind the Corporation.
EXECUTED at Thorold, Ontario this	day of	, 2025.

THE REGIONAL MUNICIPALITY OF NIAGARA

Per:	
	Title: Director, Children's Services
	I have the authority to hind the Corporation

SCHEDULE "A" - THE SERVICES

Schedule A includes the following:

- A 1 Intentionally Deleted
- A 2 Children's Recreation Program Services
- A 3 Intentionally Deleted
- **A 4** Intentionally Deleted

A-2 CHILDREN'S RECREATION PROGRAM SERVICES

1. During the Term of the Agreement, the Agency shall provide the following services:

Children's Recreation Programs for children who are at least zero years of age but less than 13 years of age, or for Handicapped Children who are at least six years of age but less than 18 years of age, that provide supervision for children and may include activities such as sport, recreation, fitness, arts and culture activities, youth leadership, camping and outdoor education. Section 1 of O.Reg.138/15 under the Child Care and Early Years Act, 2014 defines "children's recreation program" as;

- a) A program operated by a children's recreation service provider listed in a schedule under O.Reg. 797 of the *Ministry of Tourism and Recreation Act* or
- b) An authorized recreational and skill building program as defined under the *Child Care and Early Years Act, 2014* and its regulations.
- c) As identified in the yearly service budget approval.

Fee subsidy may, in Niagara Region's discretion, be provided in accordance with schedule B-2, to children enrolled in an authorized recreation program who are six years old or older (or turning six in the current calendar year and enrolled in a recreation program provided on or after September 1st).

Fee subsidy may, in Niagara Region's discretion, be provided, in accordance with Schedule B-2, for children attending a camp who are four years old or older (or turning four in the current calendar year and enrolled in a camp provided on or after September 1st).

For the purpose of the provision of these Services, the following definitions shall apply: "Eligible Parent" means a person who has been determined by Niagara Region to be a person eligible for assistance with the cost of child care under the Child Care and Early Years Act, 2014 and who has lawful custody of the child or who has demonstrated a settled intention to treat the child as a child of his or her family;

- 2. During the Term of the Agreement, the Agency agrees to the following terms and conditions regarding the provision of Services herein:
 - The Agency must provide the following documentation to Niagara Region for each approved site, prior to signing and as any changes occur:
 - verification of affiliation with High Five or accreditation by the Ontario Camping Association, as specified in the Children's Services Recreation Services Budget Guidelines and Required Documentation.
 - a list of the daily Market Rates for the upcoming year in a form acceptable to the Director
 - the Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the Administrator;

- The Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the Administrator;
- The Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the Administrator; and
- Notice in writing of the happening of any Serious Occurrence, within twenty four hours of it happening
- The Agency represents, warrants and covenants that it falls within the definition of "Exemptions: recreational and academic activities" under Ontario Regulation 137/15 or under the administrative practice described below. The Agency acknowledges the following:
 - under the Act, parents of children with special needs could be eligible for fee subsidies for children under 18 years of age;
 - while the Act defines a child as under the age of 13, the Ontario government is taking steps to support continuity of care for children with special needs;
 - Parents of children with special needs who were in receipt of a service or received financial assistance before August 31, 2017 are currently allowed by the Ontario government to continue to receive assistance until that child turns 18, provided that they meet other eligibility criteria that are unrelated to age (see O.Reg. 138.15 or any successor regulation; and
 - as an example, if a person with special needs started to receive financial assistance at age 12 on August 30, 2017, he/she is eligible to continue receiving that financial assistance until he/she turns 18 in the year 2023. This provision means that these adolescents will not experience a financial assistance disruption based on their age.
- Where Niagara Region notifies the Agency in writing that Niagara Region has approved a parent of a Subsidized Child, the Agency agrees to provide the Children's Recreation Program services to that Subsidized Child.
- The Agency shall ensure that Children's Recreation Program services it provides to an Eligible Parent are in accordance with the Child Care and Early Years Act, 2014, the Guidelines, and any other requirement of Niagara Region (including Niagara Region's program operating and quality checklist).
- The Agency shall contact Niagara Region on the fourth morning of each 3 day period to inform of any Subsidized Child that has been absent for three consecutive days without sufficient reason for being absent, as determined by Niagara Region.
- Niagara Region shall be permitted but not be obligated to provide annual appendices in such form and for such purposes as it determines necessary in its discretion (hereinafter called "Appendices" or "Appendix" as the context requires), including but not limited to revising per diem rates; Permitted Cost; designating

additional or changes to the location of an Approved Site; specific additional rules governing an Approved Site or Approved Sites; and additional required obligations on the part of the Agency.

- Agency shall execute an acknowledgement of receipt and commitment to be bound by any such Appendices delivered to Agency (hereinafter the "Acknowledgement") in a form approved from time to time by the Director and upon execution of the Acknowledgement the Appendices shall form part of this Agreement. Provided in the event of a conflict:
 - between the provisions of any such Appendix and the provisions contained in the body of this Agreement, the body of this Agreement shall prevail unless the Appendix expressly provides to the contrary;
 - between the provisions of any such Appendix and the provisions of Schedules "B" and "C" to this Agreement, the Appendix shall prevail unless the Appendix expressly provides to the contrary;

SCHEDULE "B" - RATES

Schedule B includes the following:	
B-1	Intentionally Deleted
B-2	Children's Recreation Fee Subsidy Program Services
B-3	Intentionally Deleted
B-4	Intentionally Deleted
B-5	Additional Subsidies

B-2 CHILDREN'S RECREATION FEE SUBSIDY PROGRAM SERVICES

- 1. Niagara Region will pay to the Agency in respect of each approved Subsidized Child the Permitted Cost less the Parental Contribution for each day the Subsidized Child attends the Children's Recreation Program.
- 2. The Agency shall submit accurate attendance records to Niagara Region within the first five (5) business days of the calendar month subsequent to the month in which the Children's Recreation Program services for a Subsidized Child were provided. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate payment claim forms as provided by the Region.
- 3. The Director shall determine the Permitted Cost of providing recreation program services which determination may vary by location within the Niagara region dependent upon existing market conditions as determined by Niagara Region and reflected in approved annual budgets. Niagara Region shall issue annually on a date determined by Niagara Region the Permitted Cost applicable to any particular location described in Schedule "A-2" hereto as amended from time to time.
- The Agency shall not collect any further fees or amount from the Eligible Parent or from the Region where Niagara Region has paid or will pay the full amount of the Permitted Cost.
- 5. In addition and without limiting the rights granted by section 2.4 of the Agreement at any time Niagara Region may cease providing to the Agency the Per Diem for a Subsidized Child if, in the opinion of the Administrator, acting reasonably, there is a threat to the health, safety or welfare of the Subsidized Child at the Children's Recreation Program.
- 6. The Agency agrees that the Director, acting reasonably, may notify the Eligible Parent of his/her opinion that there is a threat to the health, safety or welfare of the Subsidized Child at the Children's Recreation Program.

B-5 ADDITIONAL SUBSIDIES

- 1. Niagara Region may, in its sole discretion, subject only to Applicable Law, choose to provide Additional Subsidies to an agency for any of the following:
 - a. Such limited circumstances as the Region may, in its sole discretion, consider beneficial taking into account both the desirability of such Additional Subsidies in relation to any one or more of the provision of day care; children's recreation; special needs resourcing or resource centre funding as applicable, and subject at all times to Applicable Laws and Guidelines and the budgetary reality of Niagara Region
- Niagara Region may, but shall not be obligated to, require the submission by the Agency of budget information on forms approved by the Director before providing any Additional Subsidy.

SCHEDULE "C" - POLICIES AND PROCEDURES

Attached hereto are specific Policies and Procedures established by Niagara Region with respect to the operation of day care facilities and Agency acknowledges it is bound to comply with all applicable Policies and Procedures, Agency further acknowledges and agree that Niagara Region may revise, revoke and supplement the Policies and Procedures from time to time and the Agency is bound by any such change on and after the date upon which notice of the change is provided to the Agency in accordance with this Agreement.

- Systems Management Service Provider Operational Requirements
- > Fee Subsidy Attendance Monthly Centre Based Child Care Invoice for Service

THE CORPORATION

OF THE

TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 2025-050

A BY-LAW TO APPOINT NICK RULLER AS CHIEF ADMINISTRATIVE OFFICER FOR THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE TO REPEAL BY-LAW NO. 5553-23

WHEREAS Section 229 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that "A municipality may appoint a chief administrative officer who shall be responsible for

- exercising general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality; and
- (b) performing such other duties as assigned by the municipality"; and

WHEREAS Council enacted By-law No. 5553-23 to appoint An Interim Chief Administrative Officer;

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

- 1. That By-law No. 5553-23, is hereby repealed effective July 7, 2025; and
- That Nick Ruller be and is hereby appointed as Chief Administrative
 Officer for The Corporation of the Town of Niagara-on-the-Lake effective
 July 7, 2025; and,
- 3. That the Lord Mayor and Clerk be instructed to execute an employment agreement as necessary to effect the completion of the appointment authorized herein; and
- 4. That this by-law shall come into force and take effect on June 24, 2025.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 24TH DAY OF JUNE, 2025.

TOWN CLERK GRANT BIVOL

LORD MAYOR GARY ZALEPA

THE CORPORATION

OF THE

TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 2025-051

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

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

- THAT the agreement 'Schedule A' dated the 24th day of June, 2025 between The Corporation of the Town of Niagara-on-the-Lake and The Niagara-on-the-Lake Soccer Club 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 instructed to execute the agreement and affix the Corporate Seal; and
- 4. THAT the Lord Mayor and Clerk be authorized to execute any amendments brought forward during the term (January 1, 2025 December 31, 2030) of the agreement.
- 5. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 24TH DAY OF JUNE, 2025.

L ODD 144) (OD O45) (741 55)	TOWN OF EDIT OF ANT DIVID
LORD MAYOR GARY ZALEPA	TOWN CLERK GRANT BIVOL

'Schedule A to By-law 2025-051'

THIS AGREEMENT is made in duplicate on 24th day of June, 2025

COMMUNITY SOCCER FIELD AGREEMENT

BETWEEN

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

(Hereinafter called "Town")

AND

THE NIAGARA-ON-THE-LAKE SOCCER CLUB

(Hereinafter called "Club")

WHEREAS the Town is the owner of the Soccer Fields located at Memorial Park, 370 King Street, Niagara-on-the-lake, which land and premises includes five (5) soccer fields, a small storage area, lighting standards, and adjacent bleachers;

WHEREAS the Town is the Owner of the Soccer Fields located at Virgil Sportspark, 1565 Four Mile Creek Road, Virgil, which land and premises includes six (6) soccer fields, a small storage are and adjacent bleachers;

AND WHEREAS the Club is currently utilizing the Soccer Fields for the purpose of managing and operating a soccer club, including leagues, tournaments and development events for both club and community members;

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

AND WHEREAS the soccer club is a community partner in the protection and animation of Town parks and assets;

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

Contents

1.	Definitions/Contact Information	2
2.	Provision of Soccer Facility	4
3.	Dispute Resolution	4
4.	Special Use of Soccer Fields by Town	4
5.	Term of Agreement & Renewal	5
6.	Termination of Agreement	5
7.	Applicable Laws and Policies	5
8.	Acknowledge of a Purchase of Service Agreement	5
9.	Responsibilities of both parties	6
10.	Financial Obligations1	0
11.	Indemnification and Insurance Requirements	1
12.	Entire Agreement & Province	2
SCH	IEDULE A – Arial view of Memorial Park Fields1	4
SCH	IEDULE B – Arial view of Virgil Sportspark Fields1	5
SCL	IEDLILE C _ Current Board of Directors	6

1. Definitions/Contact Information

This section details the definitions used in this agreement.

Term	Detailed Description
Town	Corporation of the Town of Niagara-on-the-Lake.
Owner	Corporation of the Town of Niagara-on-the-Lake.
Club	A not-for-profit corporation that operates soccer fields programs and services for the community from Town owned soccer fields. Known as the Niagara-on-the-Lake Soccer Club.
Hours of Operation	The approved hours of operation of the facility are in accordance with the Parks & Noise Bylaw.
Soccer Facilities	Refer to and include the soccer fields, the Clubhouse/storage, lighting standards, adjacent bleachers that are present on the land owned by the Town at the following address: Memorial Park, 370 King Street, Niagara-on-the-Lake ON L0S1J0
	Virgil Sports Park, 1565 Four Mile Creek Road, Virgil ON L0S1T0
Soccer Season	May 25 – October 13 (weather permitting)
Agreement Duration	January 1, 2025 to December 31, 2030

Contact Information

Town of Niagara-on-the-Lake:

Town's mailing address: 1593 Four Mile Creek Road

PO Box 100 Virgil, ON LOS 1J0

Town's telephone number: 905-468-3266

Town e-mail address: bookings@notl.com

Niagara on the Lake Soccer Club:

Club mailing address: PO Box 967

Niagara-on-the-Lake, ON

L0S 1J0

Club telephone number: N/A

Club e-mail address: niagarasoccerclub@gmail.com

2. Provision of Soccer Facility

The Parties agree that the Town will provide the Club with access to, and use of, the Soccer Facilities, identified in the definition above, in accordance with the terms and conditions in this Agreement. In exchange, the Club will provide leagues, tournaments and development events for its members.

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

The Town acknowledges and agrees that the Club will have priority over all other users of the Soccer Facilities with respect to scheduling of the soccer fields during the Soccer Season.

3. Dispute Resolution

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

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

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

4. Special Use of Soccer Fields by Town

The Club acknowledges that the Town may require the use of the Soccer Fields for a special event on occasion. The Parties agree that the Town will provide as much notice as possible (at least two weeks' notice) to the Club of such a special event so as to have minimal impact on Club activities. No fee shall be levied against the Town. The Town will return all facilities to it's normal condition after such an event.

5. Term of Agreement & Renewal

The Parties agree that this Agreement shall remain in force from January 1, 2025, to December 31, 2030. The Club may opt to renew this Agreement for an additional two (2) years by submitting a Letter of Intent to the designated Town contact person no later than six (6) months prior to the Agreement's expiration.

Town staff will negotiate the renewal of the annual permit cost considering the Consumer Price Index (CPI) and previous annual increases. This will be done before the extension is exercised.

- 6. Termination of Agreement
- a. The Parties agree that they may terminate the Agreement effective December 31 in any year of the term or any renewal term by providing the other Party with written notice of their intention to terminate by July 1 of the same year. The Party receiving the Notice of Termination will respond in writing to the other Party acknowledging the termination of the Agreement within 10 business days of receipt of the Notice of Termination.
- b. Notwithstanding clause (a), the Town reserves the right to terminate this Agreement without notice to the Club when unforeseen circumstances arise or when the Club does not comply with the Terms and Conditions of this Agreement and a satisfactory resolution between the parties cannot be achieved, or when the Club fails to perform or to conduct its operations in a manner acceptable to the Town. The Town acknowledges that it will act in good faith and make all reasonable efforts to achieve a satisfactory resolution with the Club before exercising its termination rights.
- 7. Applicable Laws and Policies
- Federal, Provincial, or Municipal Law

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

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

The parties agree that this Agreement is in the nature of a Purchase of Service Agreement for the provision of community-related soccer activities on Town property in consideration for use of Town Soccer Fields.

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

9. Responsibilities of Both Parties

This section details items of responsibilities that the Town will be performing and the responsibilities that the Club will be performing.

Responsibility	Town	Club
Storage Area at Memorial Park	Maintains the roof, exterior painting, general structure, doors and locks.	Responsible for the cost of any expansion, enhancements, and internal improvements.
	Change the combination lock at the request of the	Submit plans to the Town for approval.
	Club. Approval of any expansion,	Maintain the Storage area in a clean, safe and secure manner.
	enhancements, and internal improvements.	Request combination lock change and provide the new code.
Storage Area at Virgil Sports Park	Maintains the roof, exterior painting, general structure, doors and	Maintains the storage space in a clean, safe and secure manner.
	locks. Provide seasonal access to the storage area for soccer related items.	Request access to the storage area seasonally through the Facilities division at the Town.
Soccer Fields	Maintain the Soccer Fields provided in a safe and functional condition, undertaking regular inspections and necessary maintenance activities to ensure their	Seasonally install and remove Soccer Fields accessories and signs to be stored in the storage area during the nonplaying season. Remove garbage and

Responsibility	Town	Club		
	proper upkeep.	debris from the fields		
	Responsible for the lining of the fields at both soccer facilities on a	throughout the season and place in provided receptacles.		
	weekly basis.	Responsible for		
	Responsible for all activities related to relocation/reconfiguring a soccer field at the	requesting a relocation/reconfiguration of a field(s) and providing correct dimensions.		
	request of the Club. The Town will provide the an estimate to the Club for approval before work starts. Timing of this work would be in the Fall.	Responsible for approval and payment of all costs resulting from relocation/ reconfiguration of the existing soccer fields including repining		
	Responsible for maintenance of the irrigation systems (where applicable).	corners of the field, removing nets and footings, reinstallation of nets.		
	Responsible for lawn mowing operations of both Soccer Fields.			
	Maintain and provide the fixed equipment necessary for the Club to provide their programming including goal frames/netting and properly maintained playing surfaces.			
Washrooms at Memorial Park	Public washrooms (within the pool change house):	The Club will notify their membership of the washroom availability as		
	available during core hours *(8:00 AM – 9:00 PM) (weather permitting).	provided by the Town.		
	Maintain and clean washrooms for the duration of the Soccer			

Responsibility	Town	Club
	Season.	
Washrooms at Virgil Sportspark	Public washrooms (within the pool change house):	The Club will notify their membership of the washroom availability as
	available during core hours *(8:00 AM – 9:00 PM) (weather permitting).	provided by the Town.
	Maintain and clean washrooms for the duration of the Soccer Season.	

Programming/Operation of the fields	N/A	Responsible for the organization, management, and supervision of all soccer activities conducted on the facilities provided, including but not limited to, practices, games, tournaments, and other related activities.
Scheduling	To input the schedule of soccer activities into ActiveNET scheduling software by April 15 annually.	To provide the Town with a schedule of all soccer activities by March 15 annually.
Keys / Access Codes	Program the new access code (provided by the Club) for the storage area door (Memorial Park) and key for the storage area door (Virgil Sports Park) before April 1 annually. Maintain all doors, gates and locks in the Soccer Facilities.	Establish a new door code (Memorial Park) annually and communicate this to the Town by mid-March.
Incidents	To receive all Incident Reports. To address any immediate health and safety concerns.	To promptly report all critical or major incidents (i.e. ambulance calls, loss of consciousness, broken bones) occurring at the Soccer Fields. To promptly report critical maintenance
		required that could result in injury to participants or further

		damage to the facility.
Lighting	Memorial Park field lights will be replaced when the ground is firm and ideally at the beginning or end of a soccer season.	Notify Town of any outages of lights.
	It's at the Town's discretion as to when the lights will be replaced.	
Vandalism	To remove all graffiti and repair any vandalism to the fields or storage area.	Report any vandalism to the Town.

10. Financial Obligations

This section details the payment responsibilities of each party.

Responsibility	Town	Club	
Field use fees	Invoice the Club by October 1 of each year outlined in the Agreement.	Make payment arrangements to the Town at the end of the season.	
	The invoice annually shall be \$9990 (2025), each successive year of the agreement will be increased by 1.5%	at the end of the season.	
	Town will be responsible for all the maintenance costs and hydro expenses		
Board of Directors	Receive the list from the Club and keep on file.	Provide the Town with an annual slate of Board of Directors. Inclusion of the email addresses is only required from the President and Treasurer.	
Insurance	Receive the Certificate of Insurance from the Club and	Provide the Town with an annual certificate of	

Responsibility	Town	Club
	keep on file.	insurance as per Section 11 of this Agreement.

Indemnification and Insurance Requirements

- (a) The Club shall indemnify and save harmless the Town from any and all claims, demands, causes of action, loss, costs, expenses including reasonable legal fees or damages that the Town may suffer, incur or be liable for resulting from the negligence, acts or omissions, obligations or performance of the Club its directors, employees, volunteers, contractors and agents under this Agreement, or their failure to adhere to the terms and conditions set out in this Agreement or in relation to the use of the Soccer Fields and Facilities.
- (b) The Town shall indemnify and save harmless the Club from any and all claims, demands, causes of action, loss, costs, expenses including reasonable legal fees or damages that the Club may suffer, incur or be liable for resulting from the negligence, acts or omissions, obligations or performance of the Town its directors, employees, volunteers, contractors and agents under this Agreement.
- (c) The Club shall be responsible for securing and maintaining insurance coverage during the Term of this Agreement, as follows:

(d)

- Commercial General Liability insurance acceptable to the Town and subject to limits of not less than two million (\$2,000,000) per occurrence for bodily injury, death, damage to property and loss of use thereof.
- ii. Such Commercial General Liability insurance coverage shall be in the name of the Club and shall name the Town of Niagara-onthe-Lake as an additional insured thereunder.
- iii. The Club shall ensure evidence of insurance, in the form of a Certificate of Insurance, is provided to or made available to the Town upon execution of the Agreement, and annually thereafter on the renewal date, confirming such insurance policy is in good standing.
- iv. As determined by the Town, the Club agrees that it may be required to increase the liability limits required or to provide and maintain additional insurance coverage related to the requirements of this Agreement. This notice is to be provided to the Club in writing prior to April 1, the annual insurance

- renewal date.
- v. To provide and maintain, during the term of the Agreement, Broad Form Property insurance coverage for owned/leased property belonging to the Club. The Town shall not be responsible for loss or damage to owned/leased property belonging to the Club, its members and representatives. If requested by the Town, satisfactory evidence of such insurance coverage shall be provided.
- vi. The above insurance coverage shall contain an endorsement to provide the Town with thirty (30) days notice of any cancellation or material change to the coverage.

11. Entire Agreement & Province

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

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

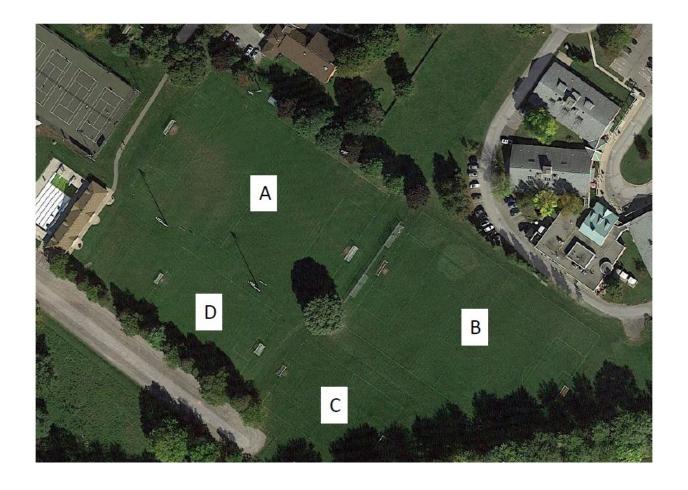
IN WITNESS	THEREOF	the Parties	hereto	nave exe	cuted this	Agreement.

NIAGARA-ON-THE-LAKE CLUB

Carrie Plaskett, Club President	Date
Martin Happer, Club Vice President	Date
WE HAVE THE AUTHORITY TO BIND BEHALF OF THE CLUB.	AND EXECUTE THIS AGREEMENT ON
TOWN OF NIAGARA-ON-THE-LAKE	
Gary Zalepa, Lord Mayor	Date
Grant Bivol, Town Clerk	Date

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

SCHEDULE A – Arial view of Memorial Park Fields



SCHEDULE B – Arial view of Virgil Sportspark Fields



SCHEDULE C - Current Board of Directors

Position	Name	Phone	Email
President			
Vice-President			
Secretary			
Treasurer			
Sponsorship Director			
Director			

THE CORPORATION

OF THE

TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 2025-052

A BY-LAW TO CONFIRM THE PROCEEDINGS AT THE COUNCIL MEETING OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE HELD ON JUNE 24, 2025

WHEREAS the Council of The Corporation of the Town of Niagara-On-The-Lake (the "Municipality") passed various motions at its meeting held on June 24, 2025;

WHEREAS pursuant to the provisions of Section 5 of the *Municipal Act*, 2001, as amended, the powers of a municipality shall be exercised by its council by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is deemed expedient that the actions of the Council of the Municipality at its meeting held on June 24, 2025, be confirmed, and adopted by bylaw.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE ENACTS AS FOLLOWS:

- 1. That the actions of the Council of the Municipality in respect of each motion, resolution, declaration and other action passed, taken or adopted at the meeting held on June 24, 2025, are hereby adopted and confirmed as if the same were expressly included in this By-law, including, but not limited to, the motions of the Council of the Municipality adopted at that meeting which are outlined in the June 24, 2025, Council Minutes.
- 2. That the Lord Mayor and the proper officials of the Municipality are hereby authorized and directed to do all things necessary, including the execution of the necessary documents, to give effect to the actions of the Council of the Municipality referred to in section 1 of this By-law.
- 3. That the provisions of this By-law with respect to the Council meetings referred to in section 1 of this By-law shall be deemed to have been effective immediately following the June 24, 2025 meeting of the Council of the Municipality in respect of the motions of the Council of the Municipality as outlined in the June 24, 2025, Council Minutes.
- 4. That this By-law shall come into force and take effect upon the final passing hereof

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 24TH DAY OF JUNE 2025

LORD MAYOR GARY ZALEPA	TOWN CLERK GRANT BIVOL