



**TOWNSHIP OF WEST LINCOLN  
PLANNING/BUILDING/ENVIRONMENTAL  
COMMITTEE AGENDA**

**MEETING NO 4**

**Tuesday, April 11, 2023, 6:30 p.m.**

**Township Administration Building**

**318 Canborough Street, Smithville, Ontario**

**NOTE TO MEMBERS OF THE PUBLIC:** All Cell Phones, Pagers and/or PDAs to be turned off. Members of the public who are attending and participating virtually are reminded to keep their microphones muted until they are acknowledged to speak. Additionally, for your information, please be advised that this meeting will be livestreamed as well as recorded and will be available on the Township's website.

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**Pages**

**1. CHAIR**

Prior to commencing with the Planning/Building/ Environmental Committee meeting agenda, Chair Reilly will provide the following announcements:

1. Comments can be made from members of the public for a matter that is on the agenda by advising the Chair during the "Request to Address an Item on the Agenda" Section of the agenda.
2. The public may submit written comments for matters that are on the agenda to [jdyson@westlincoln.ca](mailto:jdyson@westlincoln.ca) before 4:30 pm on the day of the meeting. Comments submitted will be considered as public information and will be read into the public record.
3. This meeting will be livestreamed as well as recorded and available on the Township's website.

**2. LAND ACKNOWLEDGEMENT STATEMENT**

The Chair will read the following land acknowledgement statement:

The Township of West Lincoln, being part of Niagara Region is situated on treaty land. This land is steeped in the rich history of the First Nations such as the Hattiwendaronk (Hat-i-wen-DA-ronk), the Haudenosaunee (Hoe-den-no-SHOW-nee), and the Anishinaabe (Ah-nish-ih-NAH-bey), including the Mississaugas of the Credit First Nation. There are many First Nations, Métis, and Inuit people from across Turtle Island that live and work in Niagara today. The Township of West Lincoln, as part of the Regional Municipality of Niagara,

stands with all Indigenous people, past and present, in promoting the wise stewardship of the lands on which we live.

**3. DISCLOSURE OF PECUNIARY INTEREST AND/OR CONFLICT OF INTEREST**

**4. PUBLIC MEETING(S)**

There are no public meeting(s).

**5. CHANGE IN ORDER OF ITEMS ON AGENDA**

**6. APPOINTMENTS**

**6.1 ITEM P30-23**

Ed and Kim Wrzosek

Re: Request of Consideration for Review and Amendment to the Township's Noise By-law (By-law 2013-50)

**POWERPOINT PRESENTATION**

**RECOMMENDATION:**

1. That, the correspondence received from Ed & Kim Wrzosek, dated April 11, 2023, be received; and,
2. That, staff are hereby directed to do a full comprehensive review of the noise bylaw with consideration to notes and concerns highlighted in the PowerPoint presentation presented on April 11, 2023 and,
3. That, staff report back at a future committee and/or council meeting with a report highlighting their findings and recommendations.

**7. REQUEST TO ADDRESS ITEMS ON THE AGENDA**

**NOTE: Section 10.13 (5) & (6) – General Rules**

One (1) hour in total shall be allocated for this section of the agenda and each individual person shall only be provided with **five (5) minutes** to address their issue (some exceptions apply). A response may not be provided and the matter may be referred to staff. A person who wishes to discuss a planning application or a matter that can be appealed, will be permitted to speak for ten (10) minutes.

Chair to inquire if there are any members of the public present who wish to address any items on the Planning/Building/Environmental Committee agenda.

**8. CONSENT AGENDA ITEMS**

There are no consent agenda items.

**9. COMMUNICATIONS**

There are no communications.

10. STAFF REPORTS

10.1 ITEM P31-23

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Manager of Planning (Dave Heyworth) and Director of Planning & Building (Brian Treble)  
Re: Recommendation Report PD-19-2023 – Brownfield Property Tax Assistance and Brownfield Rehabilitation Grant Applications for lands situated on South Side of St Catharine Street (former CP Dunnville Spur Line Lands) – DeHaan Homes Inc, Agent Luciano Piccioni, Legal Description: Being Part of Lot 56, Registered Plan M-88, File No. 1519-021-001

RECOMMENDATION:

1. That, Recommendation Report PD-19-2023, regarding “Brownfield Property Tax Assistance and Brownfield Rehabilitation Grant Applications for lands situated on South Side of St Catharine Street (former CP Dunnville Spur Line Lands) – DeHaan Homes Inc, Agent Luciano Piccioni, Legal Description: Being Part of Lot 56, Registered Plan M-88, (File No. 1519-021-001), Legal Description: Being Part of Lot 56, Registered Plan M-88, (File No. 1519-021-001)”, dated April 11, 2023 be RECEIVED; and,
2. That, Council approve the Brownfield Property Tax Assistance and Brownfield Rehabilitation Grant application for lands located between St Catharine Street and Twenty Mile Creek on the South Side of St Catharine Street and further identified through this report subject to the applicant meeting the program requirements including entering into an agreement with the Township.
3. That, a by-law (attachment 3) be passed to cancel all or part of property taxes in a form as found at attachment 3 and which also authorizes the signing of the Tax Assistance and Rehabilitation agreement; and
4. That, the Tax Assistance and Rehabilitation grant request be forwarded to the Region of Niagara for support under the Smarter Niagara Incentive Program (SNIP).
5. That, building permit fees are waived automatically should approval be granted.

10.2 ITEM P32-23

62

Senior Planner (Shradha Arun), Manager of Planning (Dave Heyworth) and Director of Planning & Building (Brian Treble)  
Re: Recommendation Report PD-18-2023 – Application to Remove the Holding Symbol (Dehaan Homes Inc.) - Crossings on Twenty North

RECOMMENDATION:

1. That, Recommendation Report PD-18-2023 regarding "Recommendation Report, Application to Remove Holding Symbol (DeHaan Home Inc.) - Crossings on Twenty North, (File No. 1601-09-22)", dated April 11<sup>th</sup>, 2023, be received; and
2. That, a by-law be passed to authorize the Mayor and Clerk to remove the Holding provision on the subject lands as identified in the attached By-law as Attachment 3.

**11. OTHER BUSINESS**

**11.1 ITEM P33-23**

Director of Planning & Building (Brian Treble)  
Re: Official Plan Amendments 62 and 63 - Regional Council  
**VERBAL UPDATE**

**11.2 ITEM P34-23**

Director of Planning & Building (Brian Treble)  
Re: Ontario Land Tribunal (OLT) Appeal - Mothers Against Wind Turbines Inc. v.  
Ontario (Environment, Conservation and Parks)  
**VERBAL UPDATE**

**11.3 ITEM P35-23**

Members of Committee  
Re: Other Business Matters of an Informative Nature

**12. NEW BUSINESS**

**NOTE:** Only for items that require immediate attention/direction and must first approve a motion to introduce a new item of business (Motion Required).

**13. CONFIDENTIAL MATTERS**

**RECOMMENDATION:**

That, the next portion of this meeting be closed to the public to consider the following pursuant to Section 239(2) of the Municipal Act 2001:

13.1 Director of Planning & Building (Brian Treble)  
Re: Legal/Solicitor-Client Privilege - Legal & By-law Enforcement  
**VERBAL UPDATE**

**Applicable closed session exemption(s):**

- Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- Advice that is subject to Solicitor-client privilege, including communications necessary for that purpose;
- Personal matters about an identifiable individual, including municipal employees



13.2 Director of Planning and Building (Brian Treble)

Re: Legal/Solicitor-Client Privilege - Insurance Claim Matter

**VERBAL UPDATE**

**Applicable closed session exemption(s):**

- Advice that is subject to Solicitor-Client Privilege, including communications necessary for that purpose;
- litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board

13.3 Director of Planning and Building (Brian Treble)

Re: Legal/Solicitor-Client Privilege - Ontario Land Tribunal (OLT) - Helen Kszan (File No. 22-00280)

**VERBAL UPDATE**

**Applicable closed session exemption(s):**

- Advice that is subject to Solicitor-Client Privilege, including communications necessary for that purpose;
- litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board

**RECOMMENDATION:**

That, this Committee meeting now resume in open session at the hour of \_\_\_\_\_ p.m.

**13.1 ITEM P36-23**

Director of Planning & Building (Brian Treble)

Re: Legal/Solicitor-Client Privilege - Legal & By-law Enforcement

**VERBAL UPDATE**

**13.2 ITEM P37-23**

Director of Planning and Building (Brian Treble)

Re: Legal/Solicitor-Client Privilege - Insurance Claim Matter

**VERBAL UPDATE**

**13.3 ITEM P38-23**

Director of Planning and Building (Brian Treble)

Re: Legal/Solicitor-Client Privilege - Ontario Land Tribunal (OLT) - Helen Kszan (File No. 22-00280)

**VERBAL UPDATE**

**14. ADJOURNMENT**

# Request to Speak at a Meeting

If you are interested in appearing in person at a Council or Standing Committee meeting to present information or an opinion on a matter, please fill in the form below.

Please note: Your request must be submitted by 4:30 p.m. 10 days prior to the Committee or Council meeting.

**Full Name: \***

Ed and Kim Wrzosek

**Who are you representing? \***



Self



Group/Organization

**Street Address: \***

[REDACTED]

**Town/City: \***

Smithville

**Postal Code: \***

L0R 2A0

**How would you like us to contact you? \***



Email



Telephone

**Email Address: \***

[REDACTED]  
[REDACTED]

## Presentation Details

**Which meeting would you like to present at? \* ?**

Planning/Building/Environmental Committee

**Requested Meeting Date: \***

4/11/2023



**What is the presentation topic? \***

Need for Review and Amendment of Noise By-Law

**Do you have a presentation (slide deck)? \***

☐ Yes

☒ No

**Have you presented before on this topic? \***

☐ Yes

☒ No

**Please provide details on your presentation. Include questions or requests of the Committee or Council. \***

We wish to present on an issue of noise that is occurring on a regular basis between the hours of 11:00 pm and 7 :00 am on most mornings, awakening us.

We would like to present why we feel that the current noise by-law does not support us or other citizens in having our town regulate noise.

The situation that is occurring is not enforceable by the town nor the Niagara Regional Police.

We will prepare a PowerPoint presentation to address our experiences and concerns.

We would also like to request the following:

Resolution:

That, staff are hereby directed to do a full comprehensive review of the noise bylaw with consideration to notes and concerns highlighted in the PowerPoint presentation presented on April 11, 2023 and, that, staff report back at a future committee and/or council meeting with a report highlighting their findings and recommendations.

We require a few days to prepare our PowerPoint presentation.

Please let us know where we can email it or what procedure we need to follow in order to use this method of presentation.

Thank you.

Ed and Kim Wrzosek

# Collection of Personal Information

Personal information on this form is collected under the authority of Section 6 of the Township of West Lincoln's Procedural By-Law for the purpose of contacting individuals and/or organizations requesting an opportunity to appear as a delegation before a Committee or Council.

Any questions about the collection, use and disclosure of personal information should be addressed to the Township Clerk:

- Email: [clerk2@westlincoln.ca](mailto:clerk2@westlincoln.ca)
- Telephone: 905-957-3346

# Thank You

Thank you for your submission. Please be advised that you will be contacted by email or by phone by a member of the Clerk's Department to confirm your appointment, provide further details and/or clarify any issues.

# NOISE BY-LAW REVIEW REQUEST

Presented by Ed and Kim Wrzosek

April 11<sup>th</sup>, 2023.

- Thank you Chairperson Reilly, Councillors and Mayor Ganann of West Lincoln for allowing us to speak to you this evening
- There is a noise issue we have been experiencing here in beautiful West Lincoln
- We feel that our current noise by-law is not supportive of any kind of resolution with regard to a situation such as ours

Our perception of noise is, "... a sound, especially one that is loud or unpleasant or that causes disturbance."

<https://www.bing.com/search?q=definition+of+noise&form=ANNT11&refig=41107647381d46f683d271fe9546e6fc&sp=1&lq=0&q=HS&pq=definition+&sc=10-11&cvid=41107647381d46f683d271fe9546e6fc>

West Lincoln's definition of sound according to By-Law no. 2013-50 is:

" Sound means an activity , matter, thing, or tangible personal property or real property, from which sound or vibration is emitted."

## WHAT IS THE NOISE/SOUND THAT IS DISRUPTIVE TO US?



\*This sound byte was recorded from  
inside  
our home



## OVERVIEW OF THE DISRUPTIVE NOISE ISSUE

- Who? Ed, Kim and family
- What? The noise you have just heard
- Where? In our community of Smithville, West Lincoln, 150 feet away from 'Point of Reception', our home
- When? The noise began in early January 2023 and occurs between 6:15 and 6:45am and heard from inside our home
- Why? The noise is a result of a person starting their vehicle with initial revving, while parked in their drive, on private property
- How? It is a noise that is so explosive, it awakens us early in the morning while we are still sleeping

# OVERVIEW OF BY-LAW NO. 2013 - 50

## 3. General Prohibition

No person shall make, cause or permit the emission of sound or vibration at any time, which is likely to disturb the quiet, peace, rest, enjoyment, comfort or convenience of the Inhabitants of the Township.

## 4. Limitations by Time and Place

No person shall emit or cause or permit the emission of sound resulting from any act listed in Schedule "A" to this by-law if clearly audible at a point of reception located in an area of the municipality within a prohibited time shown for such an area as per Schedule "A".

# OVERVIEW OF SCHEDULE 'A' OF BY-LAW 2013 - 50

6.	Emitting or causing or permitting the emission of sound resulting from motor vehicle racing.	Urban Area At all times	Rural Area At all times
7.	Emitting or causing or permitting the emission of sound resulting from the revving of a motor vehicle engine.	Urban Area At all times	Rural Area At all times

<https://www.westlincoln.ca/en/resourcesGeneral/By-law-2013-50-Noise-By-law-Final-Draft-011513-Sullivan-Mahoney-version-With-Crown-Attorney-Changes.pdf>

- #7 of Schedule 'A' comes close to matching our situation
- When starting a vehicle, the engine does rev
- The by-law does not have 'revving' in its interpretation
- We feel that #7 of Schedule 'A' should include starting of a vehicle

## OUR ATTEMPT TO RESOLVE THE NOISE ISSUE

- Politely approached our neighbour with respect to the noise emission to our home, with no resolution
- Communicated with Niagara Regional Police two times; no resolution as this occurrence is on private property and Highway Traffic Act cannot be enforced
- Communicated with West Lincoln By-Law Department several times; with an end result of no enforcement

## OUR ANALYSIS

### NRP Enforcement

- Cannot enforce HTA on private property
- Cannot enforce a noise by-law that does not exist

### Enforcement Gap

- Neither agency is empowered to help us enforce and resolve this unacceptable noise issue

### West Lincoln By- Law Enforcement

- Will not/cannot enforce noise by-law in this situation

## IN CLOSING

- In all our decades in residential living, we have never encountered a situation like this
- There have been no other vehicles in our community that have awakened us by merely starting their engines in the morning
- It has been 10 years since by-law 2013-50 has been looked at
- There is no interpretation or definition for 'revving' in By-Law 2013-50
- We are asking that you and staff investigate this matter so that we and other citizens can continue to love and enjoy our unique setting of West Lincoln



THANK YOU FOR YOUR TIME!

Ed and Kim Wrzosek

**DATE:** April 11, 2023

**REPORT NO:** PD-19-2023

**SUBJECT:** Recommendation Report– Brownfield Property Tax Assistance and Brownfield Rehabilitation Grant Applications for lands situated on South Side of St Catharine Street (former CP Dunnville Spur Line Lands) – DeHaan Homes Inc, Agent Luciano Piccioni , Legal De

**CONTACT:** Dave Heyworth, Manager of Planning  
Brian Treble, Director of Planning & Building

**OVERVIEW:**

- The Township has received its first applications for Brownfield Property Tax Assistance and Brownfield Rehabilitation Grant under the Brownfield Community Improvement Plan and a building permit offset grant for lands formerly used as the Dunnville Spur Line by CP Railway between St Catharine Street and Twenty Mile Creek on the South Side of St Catharine Street, being Part of Lot 56, Registered Plan M-88.
- On March 21, 2022 Township Planning Staff recommended to Planning Committee that NPG Planning Solutions be hired to assist the Township in completing a review of the applications.
- Mr. Aaron Butler, of NPG Planning Solutions, assisted with the review. His report is found at attachment 1 of this report and he will be in attendance at the Planning Committee meeting to discuss his findings and assist with an understanding of the process as well.
- The environmental remediation and rehabilitation of this site complies with the program requirements as contained in the Brownfield CIP and are therefore eligible for a grant. The application can be supported as it:
  - meets the eligibility requirements for the Tax Assistance and Rehabilitation Grant;
  - will result in the remediation of the site;
  - is in compliance with the Township's Planning documents
- A tax cancellation by-law must be passed to implement the approval which then automatically waives future building permits and authorizes the signing of the Tax Assistance and Rehabilitation grant agreement.
- Support can be granted based on compliance with the guiding Brownfield CIP documents. The decision of Council is final and there is no appeal process.

1. That, Recommendation Report PD-19-2023, regarding "Brownfield Property Tax



Assistance and Brownfield Rehabilitation Grant Applications for lands situated on South Side of St Catharine Street (former CP Dunnville Spur Line Lands) – DeHaan Homes Inc, Agent Luciano Piccioni, Legal Description: Being Part of Lot 56, Registered Plan M-88, (File No. 1519-021-001), Legal Description: Being Part of Lot 56, Registered Plan M-88, (File No. 1519-021-001)”, dated April 11, 2023 be RECEIVED; and,

2. That, Council approve the Brownfield Property Tax Assistance and Brownfield Rehabilitation Grant application for lands located between St Catharine Street and Twenty Mile Creek on the South Side of St Catharine Street and further identified through this report subject to the applicant meeting the program requirements including entering into an agreement with the Township.
3. That, a by-law (attachment 3) be passed to cancel all or part of property taxes in a form as found at attachment 3 and which also authorizes the signing of the Tax Assistance and Rehabilitation agreement; and
4. That, the Tax Assistance and Rehabilitation grant request be forwarded to the Region of Niagara for support under the Smarter Niagara Incentive Program (SNIP).
5. That, building permit fees are waived automatically should approval be granted.

#### **ALIGNMENT TO STRATEGIC PLAN:**

##### **Theme #3**

- **Strategic Responsible Growth**

#### **BACKGROUND:**

##### **Brownfield CIP**

The Brownfield CIP provides a framework of actions and incentive programs to promote Brownfield redevelopment. The Brownfield CIP was adopted in 2011. This is the first application under the Brownfield CIP.

Brownfields are abandoned, idled, or underused properties where expansion or redevelopment is complicated by real or perceived environmental contamination as a result of historical land use practices

Brownfield redevelopment can result in the following environmental, economic and social benefits:

- Improvements in environmental quality (soil, air and ground water)
- Improvements to human health
- Protection of groundwater resources, wetlands and wildlife habitats.
- Utilization of existing sewer, water and road infrastructure, resulting in the reduction of urban sprawl and its associated costs
- Economic growth, including the retention and creation of local jobs
- Increased property tax revenues in the long term
- Revitalization of neighbourhoods and employment areas
- Increased affordable housing opportunities

##### **Brownfield Tax Assistance Program (TAP)**

The purpose of the Brownfield Property Tax Assistance Program (TAP) is to encourage

the remediation and rehabilitation of brownfield sites by providing a cancellation of part or all of the property taxes on a property that is undergoing or has undergone remediation and development to assist with payment of the cost of environmental remediation. This program applies only to properties requiring environmental remediation and/or risk assessment/management,

The TAP allows for the cancelation of part or all of municipal property taxes and education property taxes for up to 3 years. Cancellation of education property taxes is subject to approval by the Minister of Finance. The education property taxes are not part of this application.

Note that the CIP stipulates that if a property that has been approved for tax assistance is severed, subdivided, sold or conveyed prior to the end of the three-year period, any remaining municipal property tax assistance can be converted into a grant and paid out under the Brownfield Rehabilitation Grant Program. In anticipation that the subject property will be divided by Plan of Condominium and conveyed to a Condominium Corporation and individual unit owners, this extends the Brownfield Rehabilitation Grant Program from 10 years to a potential maximum of 13 years.

### **Brownfield Rehabilitation Grant Program (RGP)**

The purpose of the Brownfield Rehabilitation Grant Program is to encourage the remediation, rehabilitation and adaptive re-use of brownfield sites by providing grants to help pay for remediation costs not fully disbursed by the Brownfield Property Tax Assistance Program and non-environmental rehabilitation costs normally associated with brownfield site redevelopment.

The RGP is a grant equivalent to 100% of the municipal property tax increase created by the project for up to 10 years after project completion.

An application can be made for the Brownfield Rehabilitation Grant Program or the Brownfield Property Tax Assistance Program, or both programs together. If an application for both the Brownfield Rehabilitation Grant Program and the Tax Assistance Program has been approved, the annual grant available under the Brownfield Rehabilitation Grant Program will begin when the benefits of the Brownfield Property Tax Assistance Program end.

### **Subject Property**

The land on the north side of Twenty Mile Creek is approximately 66,176 ft<sup>2</sup> (6148m<sup>2</sup>) in size and is remnant lands left following the registration of the new Crossings South Condo Community. This condominium community is proposed to be called Crossings North. These lands were formerly used as a rail line by CP Railway Company. The applicant completed a Phase One Environmental Site Assessment (ESA) which identified potential contamination associated with fill of unknown origin and quality. A further ESA (Phase II) identified exceedances of polycyclic aromatic hydrocarbon (PAH) associated with the sand and gravel fill deposits along the former spur line.

Remediation of the property will involve removal of the soil to a licensed fill site. The estimated duration of the remediation works is 12 to 14 weeks and environmental

remediation is expected to commence in 2023.

The intended use of the property is for a 10-unit residential condominium development with an internal street. The width of the parcel is such that residential units can only be situated on one side of the internal condominium road. The draft approved condominium plan for this development is found at attachment 2.

### **CURRENT SITUATION:**

The purpose of the Brownfield Property Tax Assistance and Brownfield Rehabilitation Grant Programs are to encourage the remediation, rehabilitation and adaptive re-use of brownfield sites by providing a freeze of taxes during property remediation followed by a grant to assist in the additional rehabilitation costs normally associated with brownfield sites. This is a tax increment based incentive that is available where rehabilitation will result in an increase in assessment values and property taxes on the lands.

The subject property is located within the Smithville-wide Brownfield CIP and is eligible to receive up to 3 years of frozen taxes plus up to ten (10) years of an annual grant of 100% of the incremental tax increase in each year or until all eligible costs have been met. The annual grant available under the Rehabilitation Grant program will begin when the final building inspection for the new development has taken place (i.e. occupancy), a reassessment of the property has been completed by MPAC and property taxes have been paid in full for the year in which the grant is to be provided.

The applicant has submitted the required documents and estimates for eligible environmental costs and rehabilitation costs under the incentive program (further detailed under Financial Implications below). The remediation of these lands will meet the intent of the Brownfield Community Improvement Plan with the removal of contamination on urban lands and introducing a new use for the subject lands. The redevelopment of the property to residential condominium development similar to the existing development on the adjacent lands to the south (also previously owned by the applicant) is in compliance with the Township's Planning documents. The development will be subject to plan of condominium approval, a development agreement and road occupancy agreement, but is now exempt from site plan control based on Bill 23.

If supported by Council, the applicant and the Township will enter into a Rehabilitation Grant Agreement outlining the terms and conditions of the grant. The applicant has been provided a draft copy of this agreement (see attachment no. 4) and is agreeable to its terms. The Township will seek Regional participation in the Tax Assistance and Rehabilitation Grant should Council support be provided. The applicant will be required to enter into a separate agreement with the Region to receive Tax Assistance on the Region's share of property tax.

### **FINANCIAL IMPLICATIONS:**

The estimated total eligible environmental costs associated with the property rehabilitation is \$1,281,000. This includes the costs of remediation, placing of clean fill, and the preparation and the filing of a Record of Site Condition.

As per the terms of the Incentive Program, environmental costs may be applied against the Tax Assistance portion of the Grant as well as against the Region's Development

### Charges under their Development Charges Reduction Program - Brownfields.

The estimated eligible costs of rehabilitation, which includes on-site and off-site infrastructure up-grades, totals \$1,487,360.75. These costs, plus any eligible environmental costs remaining after the tax assistance and Regional Development Charge reduction, can be applied to the Rehabilitation Grant portion of the incentive program.

It is estimated that the tax assistance will total \$2716.39 from the Township and \$4414.12 from the Region, with the assumption that taxes will be cancelled for one year during remediation. The remaining two years of eligible tax cancellation is assumed to be paid out in the form of two additional years under the Rehabilitation Grant program, for a total of twelve (12) years. The Rehabilitation Grant will total an estimated \$145,368.94 from the Township and \$194,995.69 from the Region for a maximum total incentive of \$347,494.43 to the applicant. These estimates are based upon the pre-project assessment value of \$353,000 recently provided by MPAC.

Please note that the actual tax assistance/grant payment amounts will be based on the actual pre-project assessed value as determined by MPAC with the assumption of Ownership by (applicant) and the post-project assessed value (AV) as determined by MPAC and actual applicable Township and Regional property tax rates. The above calculations as outlined below, are best estimates based on several assumptions.

The Table below breaks down the dispersal of incentives in terms of amounts and timing.

YEAR	TOWNSHIP TAX ASSISTANCE*	REGION TAX ASSISTANCE^	TOWNSHIP GRANT*	REGION GRANT^	TOTAL
1	\$2,716.39	\$4,414.12			\$7,130.50
2			\$10,242.95	\$16,249.64	\$26,492.59
3			\$10,550.24	\$16,249.64	\$26,799.88
4			\$10,866.75	\$16,249.64	\$27,116.39
5			\$11,192.75	\$16,249.64	\$27,442.39
6			\$11,528.53	\$16,249.64	\$27,778.17
7			\$11,874.39	\$16,249.64	\$28,124.03
8			\$12,230.62	\$16,249.64	\$28,480.26
9			\$12,597.54	\$16,249.64	\$28,847.18
10			\$12,975.46	\$16,249.64	\$29,225.10
11			\$13,364.73	\$16,249.64	\$29,614.37

12			\$13,765.67	\$16,249.64	\$30,015.31
13			\$14,178.64	\$16,249.64	\$30,428.28
<b>TOTAL</b>	<b>\$2,716.39</b>	<b>\$4,414.12</b>	<b>\$145,368.24</b>	<b>\$194,995.69</b>	<b>\$347,494.43</b>

The Township does have funds in the Planning Reserve to cover the costs related to the Tax Assistance Portion of the grant. Once the units are built, the additional property taxes collected would be offset by the transfer of the annual grant dollars to the Developer. The Township will need to include this grant amount in its annual operating budget.

#### **INTER-DEPARTMENTAL COMMENTS:**

This report has been reviewed by Aaron Butler, of NPG Solutions, Donna DeFilippis, Bev Hendry and Tom Richardson as well as by the developer's agent, Luciano Piccioni. Finally, this report has been reviewed by Marian Bannerman of the Niagara Region Smarter Niagara Incentive Program (SNIP).

#### **CONCLUSION:**

The requested Brownfield Property Tax Assistance and Brownfield Rehabilitation Grant will satisfy Council's strategic priority by implementing the financial incentive programs of the Brownfield CIP and working towards a healthy and vibrant community with the remediation and redevelopment of the lands to provide a new land use for the vacant property.

Therefore, Township Planning staff advise that Council approval of the Tax Assistance and Brownfield Rehabilitation Grant applications for lands formerly used as the Dunnville Spur Line by CP Railway between St Catharine Street and Twenty Mile Creek on the South Side of St Catharine Street, subject to the applicant meeting the program requirements including entering into an agreement with the Township; following passage of a tax cancellation by-law is appropriate.

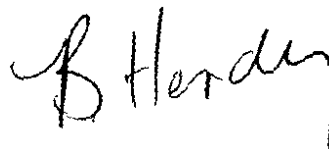
If approval is granted, the Tax Assistance and Rehabilitation Grant Agreement may be signed by the Clerk and Mayor, as authorized by the tax cancellation by-law through its approval; and the Tax Assistance and Rehabilitation grant request shall be forwarded to the Niagara Region for support under the Smarter Niagara Incentive Program (SNIP).

#### **ATTACHMENTS:**

1. Report by NPG Solutions
2. Draft Approved Condominium Plan
3. Draft Authorizing By-law and Draft Property Tax Assistance By-law
4. Draft Brownfield Property Tax Assistance and Brownfield Rehabilitation Grant Agreement
5. Draft Schedule B (Calculations)
6. Authorization By-law for Signing of Agreement

**Prepared & Submitted by:**

**Approved by:**



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**Brian Treble**  
**Director of Planning & Building**

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**Bev Hendry**  
**CAO**



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**Dave Heyworth**  
**Manager of Planning**



April 5, 2023

**Prepared for:**

Brian Treble  
 Director of Planning & Building  
 Township of West Lincoln  
 318 Conborough Street  
 Smithville, ON L0R 2A0

**RE: BROWNFIELD CIP APPLICATIONS  
 CROSSINGS ON THE TWENTY NORTH  
 LOT 20, PART OF LOTS 56 & 57, REGISTERED PLAN M-88  
 DEHAAN HOMES INC.  
 NPG FILE NO. 22868**

NPG Planning Solutions Inc. has been retained by the Township of West Lincoln to assist in the review of applications submitted by DeHaan Homes Inc. under the Township's Brownfield Community Improvement Plan (CIP). Applications were filed for Brownfield Property Tax Assistance, a Rehabilitation Grant and a Building Permit Fee Grant. The applications relate to a proposed redevelopment of lands formerly used as a railway, located on the south side of St. Catharines Street in Smithville, between 190 and 200 St. Catharines Street. The lands are described legally as Lot 20, Part of Lots 56 & 57, Registered Plan M-88. The applicant proposes a 10-unit townhouse development on a private road, known as Crossing on the Twenty North.

This letter provides a review of the submitted applications.

**General Program Requirements Review**

Table 1, below, summarizes the review of the applications against the general program requirements as detailed in Section 7.1 of the West Lincoln Brownfield CIP.

*Table 1 Brownfield CIP General Program Requirements*

Requirement	Description	Review of Applications
Location of Subject Lands	Subject Lands should be located within the designated Community	<b>Criterion Achieved</b>



**NPG Planning Solutions**  
 4999 Victoria Ave | Niagara Falls, ON L2E 4C9  
[npgsolutions.ca](http://npgsolutions.ca)

☎ (905) 321 6743  
 ✉ [info@npgsolutions.ca](mailto:info@npgsolutions.ca)



Requirement	Description	Review of Applications
	Improvement Project Area	
Phase II Environmental Site Assessment	Phase II Environmental Site Assessment did not meet the required Ministry of Environment standards under subparagraph 4i of Section 168.4(1) of the Environmental Protection Act to permit a Record of Site Condition (RSC) to be filed in the Environmental Site Registry for the proposed use of the property. In other words, the property is contaminated with respect to the Ministry of Environment standards as to the proposed use of the property	<b>Criterion Achieved</b> <i>A Phase II Environmental Site Assessment confirmed that the property does not meet standards that would permit a Record of Site Condition to be filed with the Ministry of Environment</i>
Applicant	If the applicant is not the owner of the property, the applicant must provide written consent from the owner of the property to make the application	<b>Criterion Achieved</b> <i>Written consent from the owner has been submitted</i>
Total Amount	The total of all grants, loans and tax assistance provided by the Township, the Region and the Province shall not exceed the eligible costs of the improvements to that	<b>Criterion Achieved</b>



Requirement	Description	Review of Applications
	property under all applicable CIPs	
Sustainable Downtown Smithville CIP	In order to avoid double dipping between the tax increment based Infill, Intensification and Redevelopment Grant Program contained in the Sustainable Downtown Smithville CIP and the tax increment based Brownfield Rehabilitation Grant Program contained in this Brownfield CIP, application can be made for only one of these grant programs, per property, site or project	<b>Criterion Achieved</b> <i>Property is not located within Downtown Smithville CIP Area</i>
Conformity to planning documents	All proposed works approved under the incentive programs shall conform to all provincial laws, municipal by-laws, policies, procedures, standards and guidelines, including applicable Official Plan and zoning requirements and approvals	<b>Criterion Achieved</b> <i>Site Plan Agreement Application in process which will ensure conformity with applicable policies, standards, and regulations</i>
Outstanding work orders, and/or orders or requests to comply, and/or other charges from the Township (including tax arrears)	All these must be addressed to the Township's satisfaction prior to grant and/or tax assistance payment	<b>Criterion Achieved</b> <i>None outstanding</i>

## Brownfield Property Tax Assistance Program (TAP) Review

The purpose of the Brownfield Property Tax Assistance Program (TAP) is to encourage the remediation and rehabilitation of brownfield sites by providing a cancellation of part of or all the property taxes on a site that is undergoing or has undergone remediation and development, to assist with the cost of environmental remediation. The cancellation is up to a three-year period. This program applies only to properties requiring environmental remediation and/or risk assessment/management.

The proposal is eligible for TAP funding as a Phase II Environmental Site Assessment (ESA) has been submitted confirming the property does not meet residential standards that would permit a Record of Site Condition (RSC). The applicant has submitted a Remedial Action Plan, which outlines the cost of actions required to reduce the concentration of contaminants to permit the filing of a RSC. This includes a work plan and budget for the proposed remediation. The Remedial Action Plan includes total estimated remediation costs of \$1,281,000.

### Eligible Costs

‘Eligible Costs’ for the Brownfield TAP are the costs of any action taken to reduce the concentration of contaminants on, in or under the property to permit a RSC. This includes the cost of:

- a) a Phase II ESA, Designated Substances and Hazardous Materials Survey, Remedial Work Plan, and Risk Assessment not disbursed by the ESA Grant Program;
- b) environmental remediation, including the cost of preparing a RSC;
- c) placing clean fill and grading;
- d) installing environmental and/or engineering controls/works as specified in the Remedial Work Plan and/or Risk Assessment;
- e) monitoring, maintaining and operating environmental and engineering controls/works, as specified in the Remedial Work Plan and/or Risk Assessment; and,
- f) environmental insurance premiums.

The following table shows the costs the applicant has applied for under ‘Eligible Costs’ and compares it to the ‘Eligible Costs’ as defined in the CIP.

Criteria	Eligible Cost (Yes/ No)	Rehabilitation Cost
Geo/Environmental technician to: - monitor excavation, soil sampling for chemical analyses - vapour monitoring, logging and documentation - Site management	<b>Yes</b> <i>(Designated Substances and Hazardous Materials Survey)</i>	\$30,000.00
Post Remediation: Chemical Verification for parameters - 20 soil samples PHC/VOC and/or metal & inorganics - Waste Classification for Disposal	<b>Yes</b> <i>(monitoring, maintaining and operating environmental and engineering controls/works)</i>	\$10,000.00
Preparation of a Soil Management Plan  Review of soil tracking system provided by the contractor	<b>Yes</b> <i>(Remedial Work Plan)</i>	\$5,250.00
Removal of Soil from Site and MOE Landfill Disposal (tipping & trucking fees): Landfill costs approximately \$75/tonne	<b>Yes</b> <i>(environmental remediation, including the cost of preparing a RSC)</i>	\$1,230,750.00
<b>Total eligible cost for environmental remediation:</b>		<b>\$1,281,000.00</b>

Note that The Township's CIP stipulates that if a property that has been approved for tax assistance is severed, subdivided, sold or conveyed prior to the end of the three-year period, any remaining municipal (Town/Region) property tax assistance can be converted into a grant and paid out under the Brownfield Rehabilitation Grant Program. In anticipation that the subject property will be divided by Plan of Condominium and conveyed to a Condominium Corporation and individual unit owners. This extends the Brownfield Rehabilitation Grant Program from 10 years to 13 years (discussed below).

## Brownfield Rehabilitation Grant Program Review

The purpose of the Brownfield Rehabilitation Grant Program is to encourage the remediation, rehabilitation, and adaptive re-use of brownfield sites by providing grants to help pay for remediation costs not fully disbursed by the Brownfield Property Tax Assistance Program and non-environmental rehabilitation costs normally associated with brownfield site redevelopment. This program applies only to properties requiring environmental remediation and/or risk assessment/management.

The Brownfield Rehabilitation Grant Program will provide a financial incentive in the form of an annual grant for up to ten years to help offset the cost of remediating and rehabilitating eligible brownfield properties only where that rehabilitation results in an increase in assessment value and property taxes on these properties. The grant available under this program is paid to the original property owner who remediated/rehabilitated the brownfield property, even if the property is subsequently sold once it has been remediated/rehabilitated.

The annual grant available under the Brownfield Rehabilitation Grant Program is offered as a tax-increment based grant on a “pay-as-you go” basis. The applicant will initially pay for the entire costs of remediation and rehabilitation. The Township would reimburse the applicant in the form of an annual grant equivalent to 100% of the increase in municipal taxes that results from the project for a period of up to ten years, or up to the time when total grant payments equal total eligible costs, whichever comes first. Note that the Brownfield Rehabilitation Grant Program would be extended for up to 13 years if the property is subdivided/conveyed.

### Eligible Costs

‘Eligible Costs’ for the Brownfield Rehabilitation Grant Program include the costs of:

- a) a feasibility study not disbursed by the Feasibility Study Grant;
- b) a Phase II ESA, Designated Substances and Hazardous Materials Survey, Remedial Work Plan, and Risk Assessment not disbursed by the ESA Grant Program or the Brownfield Property TAP;
- c) environmental remediation, including the costs of preparing a RSC, not disbursed by the Brownfield Property TAP;
- d) placing clean fill and grading not disbursed by the Brownfield Property TAP;

- e) installing environmental and/or engineering controls/works, as specified in the Remedial Work Plan and/or Risk Assessment, not disbursed by the Brownfield Property TAP;
- f) monitoring, maintaining and operating environmental and engineering controls/works, as specified in the Remedial Work Plan and/or Risk Assessment, not disbursed by the Brownfield Property TAP;
- g) environmental insurance premiums not covered by the Brownfield Property TAP;
- h) the following Leadership in Energy and Environmental Design (LEED) Program Components:
  - i) base plan review by a certified LEED consultant;
  - ii) preparing new working drawings to the LEED standard;
  - iii) submitting and administering the constructed element testing and certification used to determine the LEED designation;
  - iv) increase in material/construction cost of LEED components over standard building code requirements to a maximum of 15% of total construction costs;
- i) demolishing buildings;
- j) building rehabilitation and retrofit works (excluding permit fees); and,
- k) upgrading on-site infrastructure including water services, sanitary services and stormwater management facilities up to a maximum of 50% of the cost of on-site infrastructure upgrading.

The only eligible costs from the list above is “k) upgrading on-site infrastructure...” as other costs are covered under the Brownfield TAP application. The table below lists these costs.

Criteria	Eligible Cost (Yes/ No)	Rehabilitation Cost
Storm Service	Yes (50%) <i>l) upgrading on-site infrastructure including water services, sanitary services and stormwater management facilities up to a maximum of 50% of the cost of on-site infrastructure upgrading.</i>	\$150,382.50
Sanitary Service		\$103,369.00
Watermain		\$158,970.00
Total eligible cost for on-site infrastructure (50%): \$206,360.75		



## Estimated Tax Increases

The assessment value of the subject lands, as published by MPAC on April 3, 2023, is \$353,000. NPG Planning Solutions has worked with the Township's Finance Department, the Township's solicitor, and the Applicant to estimate post-project property taxes. The post-project taxes are estimated based on MPAC's re-assessment of the Applicant's residential condominium development on the south side of the Forty Mile Creek, which bisects the property. A per-unit estimate was calculated using MPAC's re-assessment and applied to the Subject Lands. The per-unit estimate is \$325,541.67; therefore the estimated post-project assessment is \$3,255,417 for the 10-unit development.

The table below illustrates the estimated property tax increase for the subject lands, based on the pre-project assessment value and the estimated post-project assessment value.

	Pre-Project Estimated Taxes	Post-Project Estimated Taxes	Estimated Increase (Year 1)
<b>Township</b>	\$2,716.39	\$12,661.00	\$9,944.61
<b>Region</b>	\$4,414.12	\$20,663.76	\$16,249.64
<b>Total</b>	<b>\$7,130.50</b>	<b>\$33,324.76</b>	<b>\$26,194.25</b>

The estimated annual Brownfield Tax Assistance and Rehabilitation Grant payments, over the maximum term of the grant, is outlined in the table below. This is based on the estimated pre-project and post-project property taxes listed above; an assumption that Town and Regional tax rates will remain the same; and an assumed 3% annual increase of assessed value/property tax for the Township portion. Regional portions are fixed at Year 1.

YEAR	TOWNSHIP TAX ASSISTANCE	RMON TAX ASSISTANCE	TOWNSHIP GRANT	RMON GRANT	TOTAL
1	\$2,716.39	\$4,414.12			\$7,130.50
2			\$10,242.95	\$16,249.64	\$26,492.59
3			\$10,550.24	\$16,249.64	\$26,799.88
4			\$10,866.75	\$16,249.64	\$27,116.39
5			\$11,192.75	\$16,249.64	\$27,442.39
6			\$11,528.53	\$16,249.64	\$27,778.17
7			\$11,874.39	\$16,249.64	\$28,124.03
8			\$12,230.62	\$16,249.64	\$28,480.26
9			\$12,597.54	\$16,249.64	\$28,847.18
10			\$12,975.46	\$16,249.64	\$29,225.10
11			\$13,364.73	\$16,249.64	\$29,614.37
12			\$13,765.67	\$16,249.64	\$30,015.31
13			\$14,178.64	\$16,249.64	\$30,428.28
<b>TOTAL</b>	<b>\$2,716.39</b>	<b>\$4,414.12</b>	<b>\$145,368.24</b>	<b>\$194,995.69</b>	<b>\$347,494.43</b>

**Note:** The actual incentive amounts will be based on the actual post-project assessment value and property taxes tax increases. The total amount of \$347,494.43 listed above (\$148,084.63 Township portion and \$199,409.81 Region portion) is an estimate.

### Building Permit Fee Grant Program

The applicant has also made a request under the Brownfield Building Permit Fee Grant Program. This program is a grant equivalent to 100% of the building permit fee for projects that have been approved for the Brownfield Property TAP and/or the Brownfield Rehabilitation Grant. Based on current Township building permit fees, this would equate to an estimated amount of \$18,881.39, paid after building construction has been completed in accordance with an approved building permit, and the applicant has met all other terms of their approved Brownfield TAP and/or Rehabilitation Grant Program agreement.

### Conclusion & Next Steps

The applications submitted to the Township by DeHaan Homes are consistent with the Township's Brownfield CIP requirements. The estimated total eligible environmental costs associated with the property rehabilitation



is \$1,281,000.00 with eligible on-site infrastructure costs (50% of actual cost) totalling \$206,360.75.

The Brownfield Tax Assistance Program (TAP) is a cancellation of Municipal taxes for a maximum of three years. The Brownfield Rehabilitation Grant Program is a reimbursement to the applicant in the form of an annual grant equivalent to 100% of the increase in municipal taxes that results from the project for a period of up to ten years. The CIP program stipulates that the three years of municipal tax cancellation under the TAP may be transferred to the Grant Program should the property be subdivided or sold. In anticipation of this occurring, the Township should plan for a cancellation of property taxes in Year 1 of the funding followed by 12 years of reimbursement through the tax increment grant program, for a total estimated amount of **\$148,084.63**. It is assumed that units will be sold in Year 2. Regional portions of the funding are estimated at **\$199,409.81**. These are estimates only; actual amounts will be based on actual re-assessments of the property, post-development.

Additionally, if the applications are approved, the Township must plan for **\$18,881.39** to be reimbursed to the applicant for building permit fees, after construction is completed. The Township may wish to increase this amount slightly if it anticipates building permit fees being increased.

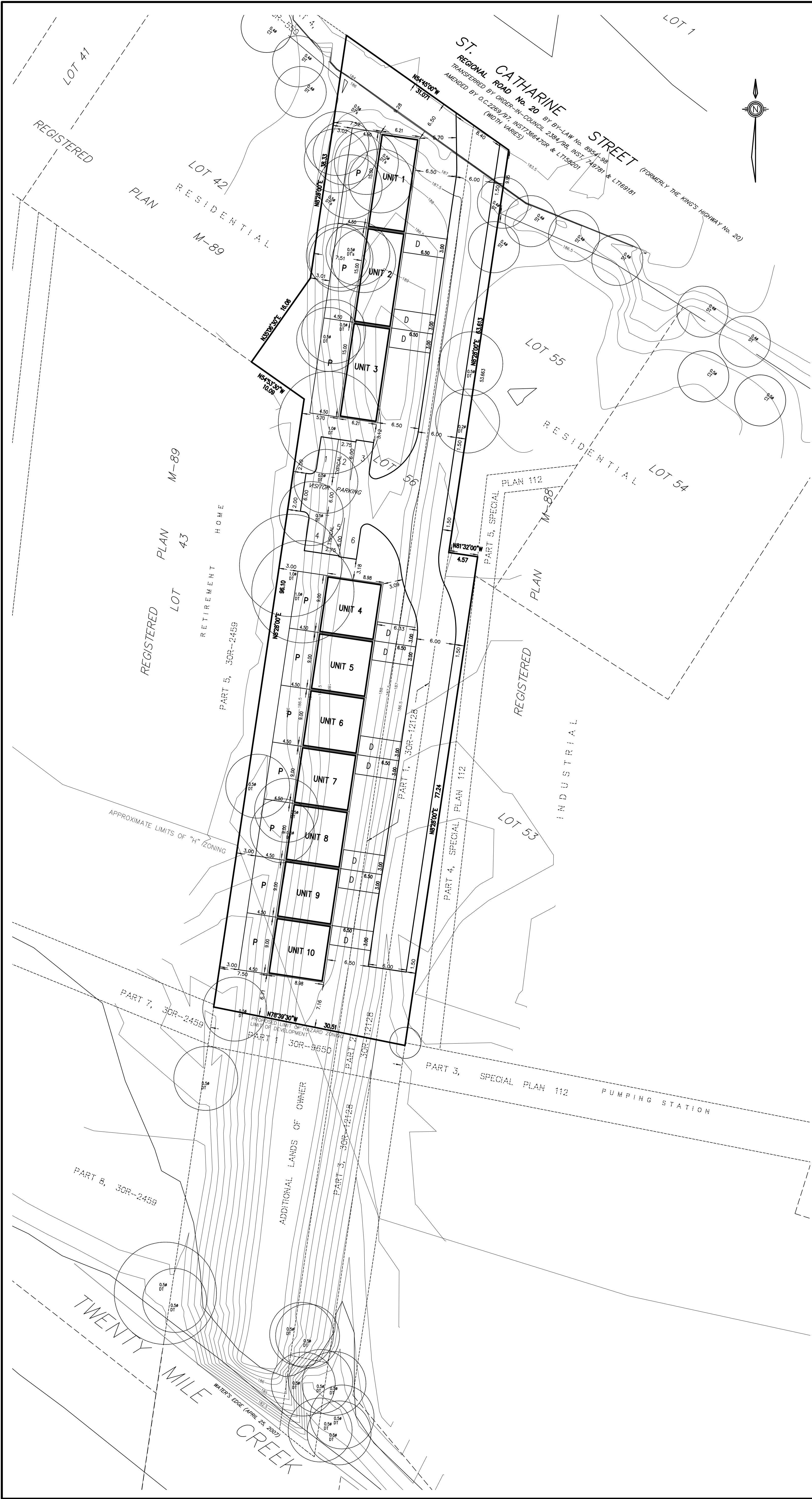
If supported by Council, the applicant and the Township will enter into a Brownfield Tax Assistance Program/Rehabilitation Grant Agreement outlining the terms and conditions of the approvals. The Township must then seek Regional participation in CIP funding by forwarding the approved Agreement and Funding Approval Request Forms to the Region. The applicant will be required to enter into a separate agreement with the Region to receive Tax Assistance on the Region's share of property tax.

Submitted By:

A handwritten signature in black ink that reads 'A Butler'. The signature is written in a cursive, flowing style.

Aaron Butler, MCIP, RPP  
Development Principal





**KEY PLAN**  
NOT TO SCALE

**DRAFT APPROVAL**

SUBJECT TO THE CONDITIONS, IF ANY, SET OUT IN OUR LETTER DATED THIS

DRAFT PLAN IS APPROVED UNDER SECTION 51 OF THE PLANNING ACT, 1990 AS AMENDED THIS DAY OF

BY THE COUNCIL/DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES, OF THE TOWNSHIP OF WEST LINCOLN

DIRECTOR OF PLANNING

**OWNER'S CERTIFICATE**

IN ACCORDANCE WITH THE CONDOMINIUM ACT AND THE PLANNING ACT, I HEREBY AUTHORIZE ASHENHURST NOUWENS LIMITED TO SUBMIT THIS PLAN FOR APPROVAL.

**COMPANY:** WEST NIAGARA ENTERPRISES INC.

25/04/2008  
DATE

**ARIE DeHAAN** PRESIDENT  
I HAVE THE AUTHORITY TO BIND THE CORPORATION

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE ACCURATELY SHOWN.

25/04/2008  
DATE

**JOHN P. NOUWENS**  
ONTARIO LAND SURVEYOR

**METRIC**

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**DESIGN AND LANDUSE SCHEDULE**

USE	No. OF UNITS		
TOWNHOUSE UNITS	10		
VISITOR PARKING	6		
TOTAL SITE AREA = 4315.10 SQ. M.±			

**SCHEDULE**

UNDER SECTION 51 (17) OF THE PLANNING ACT, R.S.O. 1991, c.P.13 AS AMENDED

A. AS SHOWN	G. AS SHOWN
B. AS SHOWN	H. MUNICIPAL WATER
C. AS SHOWN	I. CLAY LOAM
D. AS LISTED ABOVE	J. AS SHOWN
E. AS SHOWN	K. MUNICIPAL SANITARY AND STORM SEWERS
F. AS SHOWN	L. AS SHOWN

**LEGEND**

D = DRIVEWAY (EXCLUSIVE USE)  
P = PATIO AREA (EXCLUSIVE USE)

DRAFT PLAN OF:

**CROSSINGS ON THE TWENTY**

BEING A CONDOMINIUM OF

**PART OF LOT 56**

REGISTERED PLAN M-88

IN THE

**TOWNSHIP OF WEST LINCOLN**

REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1:300 m

**JOHN P. NOUWENS** ONTARIO LAND SURVEYOR

**ASHENHURST NOUWENS LIMITED**  
Professional Engineers & Ontario Land Surveyors  
201-315 YORK BLVD. HAMILTON, ONTARIO L8R 3K5  
(905) 529-6316 / 529-4314 FAX (905) 529-6651  
1-800-824-6224 e-mail: [anl@AshenurstNouwens.com](mailto:anl@AshenurstNouwens.com)

DRAWN BY : B.P.	CALC'D BY :	CHK'D BY : J.P.N.
DATE : NOV. 11, 2008	FILE No.	28605DPLs-B

**TOWNSHIP OF WEST LINCOLN**

**By-law No. \***

Being a by-law to cancel a portion of Township taxes and Regional taxes for vacant lands formerly used as the Dunnville Branch of the Toronto, Hamilton and Buffalo Railway, for a railway line bounded by St. Catharines Street, Dennis Drive and Twenty Mile Creek.

**WHEREAS** the Council of the Township of West Lincoln, on July 18, 2011, by By-law No. 2011-62, designated an area as a Brownfield Community Improvement Project Area, and on the same date, by By-law No. 2011-63, has adopted a Brownfield Community Improvement Plan (CIP), which CIP project area includes the property described herein, and which includes, in Section 7.4, a program referred to as the Brownfield Property Tax Assistance Program that incorporates provisions of Section 365.1 of the *Municipal Act*, S.O. 2001, c. 25, as amended, hereinafter referred to as the “*Municipal Act*”;

**AND WHEREAS** subsection 365.1(2) provides, in part, that a local municipality may pass by-laws providing for the cancellation of all or a portion of the taxes for municipal and school purposes levied during the assistance period on one or more specified eligible properties, on such conditions as the municipality may determine;

**AND WHEREAS** DeHaan Homes Inc. (hereinafter the “Owner”) is the registered owner of property described herein and has applied to the Township for tax assistance in accordance with the Brownfield Community Improvement Plan and Section 365.1 of the *Municipal Act*;

**AND WHEREAS** the said property meets the definition of an Eligible Property, the Owner having conducted a Phase II Environmental Site Assessment which identifies that the property does not presently meet the criteria outlined in Section 168.4 of the *Environmental Protection Act*, R.S.O. 1990, c. E. 19, as amended, hereinafter (the “*Environmental Protection Act*”), and is required to obtain a Record of Site Condition;

**NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF WEST LINCOLN**, pursuant to Section 28 of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended and Section 365.1 of the *Municipal Act* enacts as follows:

1. For the purposes of this By-law, words and expressions shall be deemed to be defined in accordance with those definitions provided in Section 365.1 of the *Municipal Act*, the applicable regulations thereto, and the Brownfield Community Improvement Plan.
2. The Township shall provide Tax Assistance for the Eligible Property described in Schedule “A” attached hereto, subject to the provisions of this By-law, and subject to confirmation that the Owner has paid all property taxes owing with respect to the Eligible Property for all years prior to the commencement of the Tax Assistance and confirmation that the Owner has complied with the provisions of the Brownfield Tax Assistance/Rehabilitation Grant Agreement.

3. The Tax Assistance shall commence as of the date this By-law is passed and shall be effective only for the duration of the Rehabilitation Period and/or Development Period to a maximum of three (3) years and shall be subject at all times to compliance with the Brownfield Tax Assistance/Rehabilitation Grant Agreement.
4. In order to obtain the Tax Assistance, the Owner shall be required to enter into the Brownfield Tax Assistance/Rehabilitation Grant Agreement on terms and conditions satisfactory to the Township and its Solicitors and the Township is hereby authorized to enter into said Agreement which shall provide generally:
  - (a) That the Township's portion of the Tax Assistance will be calculated in accordance with the Brownfield Tax Assistance Program requirements implemented through the CIP referenced in this By-law and is equal to the cancellation of the Township property taxes on the Eligible Property during the Rehabilitation Period and/or Development Period for a maximum of three (3) years, and that the Region's portion of the Tax Assistance will be calculated in accordance with the Brownfield Tax Assistance Program requirements implemented through the CIP referenced in this By-law and is equal to the cancellation of the Regional property taxes on the Eligible Property, subject to the approval of the Regional Council, during the Rehabilitation Period and/or Development Period for a maximum of three (3) years. The Tax Assistance shall be based on the Municipal Tax roll as returned in any given year and any revision shall not require an amendment to this By-law;
  - (b) Where Tax Assistance is provided for a portion of any year, or where Tax Assistance represents only a portion of the taxes levied on the Eligible Property, the Owner shall be responsible for all property taxes levied during the period of the year when Tax Assistance is not provided, and for all taxes not subject to Tax Assistance.
  - (c) The Treasurer shall be authorized to alter the Municipal Tax roll in accordance with the Tax Assistance to be provided for the Eligible Property;
  - (d) The Owner shall file a Record of Site Condition with respect to the Eligible Property in the Environmental Site Registry under Section 168.4 of the *Environmental Protection Act*.
5. The Owner acknowledges the following:
  - (a) All Tax Assistance for the Eligible Property will not be provided if the Owner has not paid all of the taxes on the Eligible Property for previous years (subject to any specific exceptions provided for in this By-law or in an Agreement under this By-law); or if the Owner has not complied with the terms and conditions of the Brownfield Tax Assistance Program Agreement;

- (b) In cases where the Owner defaults on this By-law or the Brownfield Tax Assistance Program Agreement, the Owner shall be required to pay to the Township and to the Region an amount equal to the total amount of the Tax Assistance provided to date, plus interest.
6. Tax Assistance shall cease for the Eligible Property on the earlier of:
- (a) When the total Tax Assistance provided hereunder equals the total Eligible Costs that have been approved by the Township;
  - (b) Sale or conveyance of all or part of the Eligible Property;
  - (c) The date of registration of the final plan of condominium/subdivision; or
  - (d) Three (3) years from the date this Tax Assistance By-law is passed.
7. The Owner shall be required to give notice to the Township of the filing of a Record of Site Condition. The Owner shall be required to report and provide additional information pursuant to the provisions of the Brownfield Tax Assistance Program Agreement.
8. In the event that the Tax Assistance provided pursuant to this By-law exceeds the actual Eligible Costs for the Eligible Property, the amount of Tax Assistance which exceeds the Eligible Costs shall be paid by the Owner as property taxes.
9. This By-law shall come into force and take effect on its passing.
10. The Mayor and the Clerk are hereby authorized to sign the Brownfield Tax Assistance Program Agreement and the Clerk is further authorized to affix the corporate seal thereto.

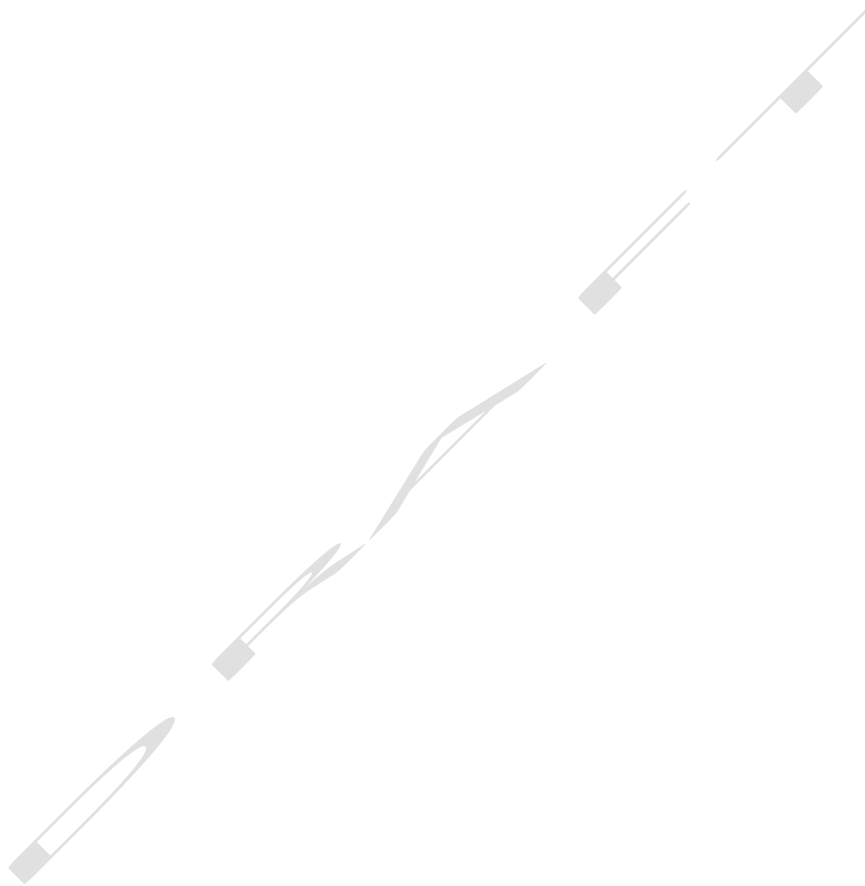
READ A FIRST, SECOND AND THIRD TIME AND PASSED BY COUNCIL THIS \* DAY OF \*, 2022.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**SCHEDULE "A"**

Legal Description for the Eligible Property to be supplied by the Applicant upon finalization of the Legal Description.



**BROWNFIELD PROPERTY TAX ASSISTANCE/BROWNFIELD REHABILITATION  
GRANT AGREEMENT**

**THIS AGREEMENT made this \* day of February, 2023**

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN**

(hereinafter referred to as the “Township”)

and

**DeHAAN HOMES INC.**

(hereinafter referred to as the “Owner”)

**WHEREAS** the Township has adopted its Brownfield Community Improvement Plan (the “CIP”) pursuant to the community improvement provisions of the *Planning Act*;

**AND WHEREAS** the Owner is the registered Owner of the lands described in Schedule “A” to this Agreement (the “Subject Lands”) which are located within the Community Improvement Project Area of the Township of West Lincoln;

**AND WHEREAS** the Owner has made application (the “Application”) to the Township for tax assistance under the Township’s Brownfield Property Tax Assistance Program and for a grant under the Township’s Brownfield Rehabilitation Grant Program;

**AND WHEREAS** a condition of approval of the applications for tax assistance and for a grant, the Owner is required by the Township to enter into this Agreement (the “Agreement”);

**NOW THEREFORE IN CONSIDERATION OF** the Township providing tax assistance and a grant to the Owner, the Owner and the Township agree as follows:

**1. DEFINITIONS**

1.1 For the purpose of this Agreement, the following defined terms shall mean:

“Agreement” means this Agreement;

“Applicable By-law” means the Township By-law No. 2011-63;

“Application” means the application made by the Owner and approved for Tax Assistance under the Brownfield Tax Assistance Program of the CIP, and for a Brownfield Rehabilitation Grant under the Brownfield Rehabilitation Grant Program of the CIP, which together are the subject of this Agreement;

“CIP” means the Brownfield Community Improvement Plan, adopted by the Township of West Lincoln By-law No. 2011-63, as amended from time to time;

“Development Period” has the meaning found in Section 7.4.2 of the CIP;

“Eligible Costs” has the meaning found in Section 7.4.2 of the CIP;

“Eligible Property” means the lands to be remediated by the Owner and described in Schedule “A” attached hereto;

“EPA” means the *Environmental Protection Act* (Ontario), as amended;

“ESA” means the Phase II Environmental Assessment undertaken by Landtek Limited dated November 2020;

“Owner” means the Owner that has applied for and been approved for the Brownfield Property Tax Assistance Program and for the Brownfield Rehabilitation Grant Program of the CIP;

“Rehabilitation Period” has the meaning found in Section 7.4.2 of the CIP;

“Remediation” has the meaning ascribed to it in Section 2.1 hereto;

“Tax Assistance” means the cancellation of the Township Taxes and the cancellation of the Regional Taxes, subject to the approval of Regional Council, levied on the Eligible Property during the Rehabilitation Period and/or Development Period;

“Taxes” means the portion of the real property taxes levied on the Eligible Property which are payable to the Township and includes any portion of the total real property taxes paid to and collected by the Township which are payable to the Regional Municipality of Niagara but excluding the portion of the real property taxes that are attributable to (i) a local improvement levy; (ii) levies under the *Drainage Act*; (iii) levies for Business Improvement Area; and (iv) fees or charges that are levied under the *Municipal Act, 2001*.

## **2. ELIGIBILITY FOR TAX ASSISTANCE AND FOR GRANT**

- 2.1 To be eligible for the Tax Assistance and for the grant, the Remediation/Risk Management and Rehabilitation/Redevelopment/Construction Works on the Subject Lands (hereinafter referred to as the “Development”), shall conform to and fulfill the following:
  - (a) The objectives and requirements of the Brownfield Property Tax Assistance Program and of the Brownfield Rehabilitation Grant Program; and
  - (b) Any other requirements specified by the Township.
- 2.2 The Owner acknowledges that it has received and read a copy of the Township’s Brownfield Community Improvement Plan, including appendices, and the Owner covenants with the Township that the Subject Lands shall be developed in accordance with the Township’s objectives, policies and requirements set out in the CIP.

### 3. **PROPERTY TAX ASSISTANCE/BROWNFIELD REHABILITATION GRANT CALCULATION AND PAYMENT**

#### **Tax Assistance**

- 3.1 The annual Property Tax Assistance is the cancellation of the Township property taxes and the Regional property taxes, subject to the approval of Regional Council, on the Eligible Property during the Rehabilitation Period and/or Development Period.
- 3.2 The Tax Assistance will commence on the date the Applicable By-law is passed for the Eligible Property and Tax Assistance will cease on the earlier of:
- (a) When the total Tax Assistance provided equals total Eligible Costs that have been approved by the Township;
  - (b) Sale or conveyance of the Eligible Property;
  - (c) The date of registration of a final plan of condominium; or
  - (d) Three (3) years from the date that Tax Assistance By-law is passed.
- 3.3 If the Tax Assistance ends prior to the three (3) year period specified in Section 3.2(d) above as a result of the sale, severance, subdivision or conveyance of the Eligible Property, the remaining Tax Assistance shall be converted into a Grant and paid out to the Owner under the Brownfield Rehabilitation Grant Program.
- 3.4 For Tax Assistance calculation purposes, the annual Township and Regional Tax Assistance to be paid to the Owner throughout the Rehabilitation Period and/or Development Period will be set at the 2022 property taxes outlined in Schedule B attached hereto.
- |  |         |
|--|---------|
| Pre-project 2022 Township property taxes | \$_____ |
| Pre-project 2022 Regional property taxes | \$_____ |
- 3.5 The total value of the Tax Assistance that may be provided to the Owner shall not exceed the total Eligible Costs that have been approved by the Township.
- 3.6 Any Tax Assistance that has been provided to the Owner, will become immediately refundable and payable to the Township, along with interest, upon notice in writing from the Township to the Owner that one or more of the terms and conditions set out in the application, this Agreement, or the CIP have not been met, the Owner is in default pursuant to Section 8 of this Agreement and/or if this Agreement is terminated by the Township, due to the said default. Any such Tax Assistance to be repaid to the Township shall be paid within thirty (30) days of the invoice for same, failing which the amount owing can be added to the tax roll for the Eligible Property and collected in the same manner as property taxes.
- 3.7 In the event that the accepted Remediation works as described in the original Application are not commenced within one (1) year of the approval of the Tax Assistance By-law, this



Agreement shall be at an end and no Tax Assistance shall be provided to the Owner. The Township's decision as to when such works are commenced is final.

### **Rehabilitation Grant**

- 3.8 The annual Rehabilitation Grant ("Grant") will be calculated as One Hundred (100%) percent of the increase in municipal (Township and Region) property taxes on the subject lands that result from the development.
- 3.9 The annual Grant will commence at the end of the Tax Assistance Period and will cease on the earlier of:
- (a) The point in time when the total of all annual grant payments provided equals total eligible Rehabilitation Grant Program costs that have been approved by the Township; or
  - (b) Ten (10) years.

### **Provisions with respect to Property Tax Assistance and Rehabilitation Grant**

- 3.10 The tax assistance/grant payments shall be calculated according to the formulas and schedules set out in Schedule "B" to this Agreement. Some of the figures set out in Schedule "B" are estimates only.
- 3.11 The actual annual tax assistance/grant payment amounts will be based on the actual pre-and post-project assessed value (AV) as determined by the MPAC and actual applicable Township and Region property tax rates.
- 3.12 Where at any time after the original development of the subject lands, new construction is added to the subject lands that is not part of the original program application, the tax assistance and grant will be calculated only in respect of the original development contained in the original application, based on the assessed value and property taxes in the last year before revaluation by the MPAC as a result of the new construction added to the subject lands.
- 3.13 The total sum value of the annual tax assistance and grant payments that may be provided to the Owner shall not exceed the total Eligible Rehabilitation Grant Program costs that have been accepted by the Township.
- 3.14 Any and all grant payments that have been provided to the Owner will become a debt payable to the Township upon notice in writing from the Township that one or more of the conditions set out in the application, this Agreement, or the Rehabilitation Grant Program, have not been met.
- 3.15 Grants are not payable by the Township until such time as additional assessment eligible for a grant has been added to the assessment roll by the MPAC, property taxes have been billed by the Township, and property taxes have been paid in full for one (1) year on the property.

- 3.16 Annual grant payments to the Owner will not be issued if there is an outstanding tax payment on the part of the Owner. If at any time after the term of this Agreement, property taxes owed by the Owner are owing on a property for more than one (1) full year, the Township will have the option, at its sole discretion, to terminate this Agreement and all future grant payments.
- 3.17 The grant is not payable by the Township until such time as all assessment appeals relating to the value of the subject lands before the additional assessment or as to the additional assessment as a result of the development of the subject lands have been finally decided.
- 3.18 In the event that the accepted rehabilitation/risk management works as described in the original Tax Assistance/Rehabilitation Grant Program application are not commenced within one (1) year of the execution of this Agreement, this Agreement shall be at an end, and no tax assistance or grant payments shall be paid to the Owner. The Township's decision as to when such works are commenced is final.
- 3.19 In the event that the accepted rehabilitation/redevelopment/construction works as described in the original Tax Assistance/Rehabilitation Grant program application are not commenced within five (5) years and completed within seven (7) years of the execution of this Agreement, this Agreement shall be at an end, and no tax assistance or grant payments shall be paid to the Owner. The Township's decision as to when such works are commenced and completed is final.
- 3.20 Annual grant payments under the Rehabilitation Grant Program will not be provided by the Township until the Owner has satisfied the Township that:
- (a) The development of the subject lands has been completed in accordance with the rehabilitation as described in the application;
  - (b) The Owner has supplied the Township with the actual amount of the eligible Tax Assistance and Rehabilitation Grant Program costs incurred by the Owner;
  - (c) There are no outstanding work orders and/or orders or requests to comply from any Township department or other regulatory authority in respect to the subject lands, and the business of the Owner conducted on the subject lands;
  - (d) The Owner and the subject lands are in full compliance with:
    - (i) Any Agreement(s) relating to the property in favour of the Township, including any Agreement relating to: subdivision, modified subdivision, service, site plan approval. Encroachment, joint sewer and water use, easement or other Agreement; and
    - (ii) By-laws of the Township and provincial or federal legislation and regulations.
  - (e) There are no unpaid charges where applicable against the subject lands in favour of the Township, including but not limited to development charges, parkland dedication fees, special assessments and local improvement charges; and

(f) The Owner has not appealed the post-project assessment value and there exists no other pending appeal which has not been settled completely in respect of the post-project assessed value.

- 3.20 The first grant payment as finally determined by the Township shall be paid to the Owner by the Township, subject to the provisions of this Agreement, following completion and occupancy of the said redevelopment of the subject lands, and during or after the property taxation year in which the property taxes increase as a result of the development.
- 3.21 The annual tax assistance and grant payment shall be calculated by the Township based upon invoices for all eligible work done clearly showing the amount paid for eligible works and proof of payment of contractors in full, provided the Township is satisfied in its discretion that development of the subject lands took place in general accordance with the proposed works as specified in the application, accompanying documentation, and this Agreement.
- 3.22 The Township shall review all cost estimates and documentation submitted in support of the application in evaluating the estimated costs eligible for tax assistance and grant, which costs, when designated by the Township shall constitute the maximum costs eligible for tax assistance and grant. In the event the Township is not satisfied with the said cost estimates, the Township may substitute its opinion of such amounts for purposes of calculating the eligible costs and maximum total tax assistance and maximum total grant.
- 3.23 If the Township is not in receipt of sufficient information satisfactory to the Township to determine eligible costs and the amount of tax assistance or grant, there shall be no tax assistance or grant. The decision of the Township regarding the total amount of eligible costs, the calculation of the total estimated tax assistance and grant, and the calculation of the actual tax assistance and grant is final and within the Township's sole discretion.
- 3.24 Payment of the tax assistance and grant is subject to the Township's review and satisfaction with all reports and documentation submitted in support of the application, including but not limited to documentation of the estimated and actual costs of eligible works. Any and all of these costs may be, where required by the Township, subject to verification, third party review or independent audit, at the expense of the Owner.
- 3.25 The Owner shall not be entitled to tax assistance or a grant payment unless and until the Owner has met all the conditions of this Agreement to the satisfaction of the Township. Except where expressly stated in this Agreement, all conditions in this Agreement are for the benefit of the Township and may only be waived by the Township. No waiver is effective unless in writing.

#### **4. CORPORATE STATUS**

- 4.1 The Owner warrants and represents to the Township that:

- (a) The Owner has been duly incorporated as a corporation and is in good standing under the *Business Corporations Act* and is in compliance with all laws that may affect it and will remain so throughout the term of this Agreement;
- (b) The Owner has the corporate capacity to enter into this Agreement and to perform and meet any and all duties, liabilities and obligations as may be required of it under this Agreement;
- (c) The Owner is a resident of Canada as of the date of this Agreement and that in the event the Owner ceases to be a resident of Canada, the Owner shall immediately notify the Township, and it is agreed, the Township may deduct from any or all annual grant payments, such sum(s) as may be required by Canada Customs and Revenue Agency in order to meet the Township's obligations as a payor and the Owner's obligations under the *Income Tax Act (Canada)* and other applicable laws;
- (d) To the best of its knowledge and belief, there are no actions, suits or proceedings pending or threatened against or adversely affecting the Owner in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of the Owner or title to their property or assets; and
- (e) The Owner shall notify the Township immediately of any material change in the conditions set out in paragraphs (a) to (d) above.

- 4.2 If the Owner is not a corporation, the Owner warrants and represents to the Township that now and throughout the term of this Agreement, the Owner is a resident of Canada as of the date of this Agreement and that in the event the Owner ceases to be a resident of Canada, the Owner shall immediately notify the Township, and it is agreed, the Township may reduce or cancel Tax Assistance by such amount as may be required by Canada Customs and Revenue Agency in order to meet the Township's obligations as a payor and the Owner's obligations under the *Income Tax Act (Canada)* and other applicable laws.

## **5. ADDITIONAL WARRANTY AND REPRESENTATION**

- 5.1 The Owner warrants and represents to the Township that to the best of its knowledge and belief, there are no actions, suits or proceedings pending or threatened against or adversely affecting the Owner in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of the Owner or title to their property or assets and that it will notify the Township immediately of any material change in this.

## **6. PROVISIONS RELATING TO THE OWNER**

- 6.1 At the time the Owner signs the Tax Assistance/Rehabilitation Grant Agreement, the Owner will provide the Township with a certified true copy of a resolution of the Board of Directors of the Owner (certified by an officer of the corporation) that authorizes the Owner to enter into this Agreement with the Township.

- 6.2 At the time of application, the Owner shall submit to the Township for its review and acceptance all required documentation and plans for the development of the subject lands.
- 6.3 The Owner shall rehabilitate and develop the subject lands in accordance with the plans submitted to the Township to the extent such plans have been accepted by the Township for purposes of the application and this Agreement.
- 6.4 The Owner shall supply to the satisfaction of the Township prior to the issuance of any tax assistance or any grant payments, environmental reports and documentation on the subject lands.
- 6.5 Pursuant to the issuance of any tax assistance or any grant payments, the Owner shall file a record of site condition (RSC) in the Environmental Site Registry under Section 168.4 of the *Environmental Protection Act* and provide the Township with a copy of this RSC and a Declaration signed by a qualified person, and the Owner will provide the Township with proof of acknowledgment of receipt of the RSC by the Ministry of Environment.
- 6.6 The Owner shall not commence any works that are the subject of a Tax Assistance/Rehabilitation Grant application prior to receiving approval of this Agreement.
- 6.7 The Owner agrees that the development of the subject lands and buildings thereupon shall be made in compliance with all required building permits, and constructed in accordance with the Ontario Building Code and all applicable zoning by-law requirements, municipal requirements and other approvals required at law.
- 6.8 Upon completion of the remediation/risk management works, the Owner shall provide the Township with documentation satisfactory to the Township as to the amount of the actual eligible Tax Assistance Program costs actually incurred by the Owner, and the Township shall, in its sole discretion designate the approved total tax assistance available.
- 6.9 Upon completion of the development, the Owner shall provide the Township with documentation satisfactory to the Township as to the amount of the actual eligible Rehabilitation Grant Program costs actually incurred by the Owner, and the Township shall, in its sole discretion, designate the approved total rehabilitation grant available.
- 6.10 The Owner will provide to the Township, upon request, a rehabilitation status report signed by the Owner to confirm the status and completion of the approval eligible works, including, but not limited to, the rehabilitation schedule, the existence and extent of any faults or defects, the value of the work done under any contract, the amount owing to any contractor and the amounts paid or retained by the Owners on any contract.
- 6.11 The Owner shall ensure that there are no liens or other claims outstanding in respect of the subject lands, including its development, all accounts for work and materials which could give rise to any claim for a construction lien against the subject lands have been paid; and there is no default by the Owner with respect to any of the terms of this Agreement.
- 6.12 The Owner shall ensure that the Owner is in compliance with the *Construction Lien Act*, including its holdback provisions and is not aware of any potential or unresolved lien claim in respect of the redevelopment

- 6.13 The Owner covenants to the Township that the Owner shall use the subject lands in compliance with this Agreement, all municipal by-laws pertaining to use, and all applicable environmental laws.
- 6.14 The Owner covenants to the Township that the Owner will require, as a term of every lease, that tenants of the subject lands comply with all municipal by-laws pertaining to use, and all applicable environmental laws.
- 6.15 The Owner agrees to comply with all outstanding work orders and/or orders or requests to comply from any and all Township departments during the term of this Agreement.
- 6.16 The Owner covenants to the Township that the subject lands shall be maintained in their rehabilitated condition and not re-contaminated during the term of this Agreement.
- 6.17 The Owner agrees to comply with all outstanding work orders and/or orders or requests to comply from any and all Township departments during the term of this Agreement.
- 6.18 The Owner's lawyer shall provide the Township, prior to the Township's execution of this Agreement with their Lawyer's Certificate of Title and Registration to certify to the Township, in a form satisfactory to the Township's corporate counsel that:
- (a) The Owner named in this Agreement is the registered Owner of the subject property;
  - (b) The Agreement has been executed on behalf of the corporate Owner by individual(s) who have authority to bind the corporate Owner; and
  - (c) A complete legal description of the subject lands is set out in Schedule "A" to this Agreement.
- 6.19 The Owner may assign the grant approved under this Agreement to an assignee, provided the Owner is not in default of any of the terms and conditions set out in the application, this Agreement, the Tax Assistance Program and the Rehabilitation Grant Program.
- 6.20 The Owner covenants to the Township that where the ownership of part or all of the subject lands ceases for any reason to be in the Owner's name by sale, conveyance, assignment or otherwise, prior to the advance of all of the tax assistance or the grant, the Owner will notify the Township in writing of said change of ownership at least thirty (30) days prior to said change of ownership.
- 6.21 In the event that after this Agreement is executed, the ownership of part or all of the subject lands ceases for any reason to be in the Owner's name while grant payments remain to be paid, the grant ceases completely, unless:
- (a) Where the Owner wishes to retain the remaining grant payments, (to continue receiving the grant payments while the Owner is no longer on title as an owner), the Township, entirely at its own discretion and to its satisfaction, prior to the Owner ceasing to be an owner, may enter into an agreement with the Owner and the new owner that permits the Owner to receive remaining grant payments, subject to:

- (i) The Owner agreeing to fulfill any obligations and maintenance conditions under this Agreement that have not been fulfilled; or
  - (ii) The new owner assuming all of the Owner's obligations and maintenance conditions under this Agreement that have not been fulfilled; and
  - (iii) The new owner paying property taxes.
- (b) Where the Owner wishes to assign the remaining grant payments to the new owner or an assignee, the Township, entirely at its own discretion and to its satisfaction, prior to the Owner ceasing to be an owner, enters into an agreement with the Owner and the new owner/assignee that permits the Owner to assign the remaining grant payments to the new owner/assignee, subject to:
  - (i) The Owner agreeing to fulfill any obligations and maintenance conditions under this Agreement that have not been fulfilled; or
  - (ii) The new owner assuming all of the Owner's obligations and maintenance conditions under this Agreement that have not been fulfilled.
- 6.22 The Owner shall provide the Township with any and all information and directions required for the Township to communicate with the owner.
- 6.23 The Owner acknowledges that without limiting the generality of the other provisions of this Agreement:
  - (a) The onus and responsibility are upon the Owner at all times to assume all costs of rehabilitation of the subject lands and to apply for and obtain, at the Owner's expense, all approvals required from the Township and all other agencies for the rehabilitation of the subject property, including but not limited to all Official Plan amendments, Zoning By-law amendments, minor variances, and site plan approval;
  - (b) Nothing in this Agreement limits or fetters the Township in exercising the statutory jurisdiction under the *Planning Act* or under any other legislative authority or by-law, and that in the event the Township decides to deny or oppose or appeal any such decision, that such action by the Township is not in any manner limited by reason of the Township entering into this Agreement;
  - (c) The Owner releases the Township from any liability in respect of the Township's reviews, decisions, inspections or absence of inspections regarding the rehabilitation works that are the subject of this Agreement, the Owner agrees that it is its responsibility at all times to prepare and implement its rehabilitation works as would a careful and prudent landowner;
  - (d) Nothing in this Agreement is intended to impose or shall impose upon the Township any duty or obligation to inspect to examine the land for compliance or non-compliance or to provide an opinion or view respecting any condition of development; and

(e) Nothing in this Agreement is intended to be or shall be construed to be a representation by the Township regarding compliance of the land with:

(i) Applicable environmental laws, regulations, policies, standards, permits or approvals; or

(ii) Other by-laws and policies of the Township.

6.24 If the Township determines in its sole discretion that any of the conditions of this Agreement are not fulfilled, and the Township at its sole discretion delays or cancels tax assistance and/or grant payments, and/or requires repayment of tax assistance and/or grant payments already made to the Owner, and/or terminates this Agreement, the Owner agrees that notwithstanding any costs or expenses incurred by the Owner, the Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the Township and that the Township is not liable to the Owner for losses, damages, interest, or claims which the Owner may bear as a result of the Township exercising its rights herein to delay or cancel tax assistance or grant payments, require repayment of tax assistance or grant payments already made to the Owner, and/or terminate the Agreement.

6.25 The Owner shall indemnify and save harmless from time to time and at all times, the Township and its officials, officers, employees, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:

(a) The Township entering into this Agreement; and

(b) Any failure by the Owner to fulfil its obligations under this Agreement.

This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

## **7. PROVISIONS RELATING TO THE TOWNSHIP**

7.1 The Township agrees to provide tax assistance to the Owner with said tax assistance to commence on the date specified in the by-law which approves tax assistance and ceasing on the earlier of:

(a) The point in time when the total tax assistance provided equals total eligible Tax Assistance Program costs that have been accepted by the Township;

(b) Sale or conveyance of the subject lands;

(c) Three (3) years from the start of remediation/risk management; or

(d) The date of registration of a final plan of condominium.



- 7.2 The Township agrees to provide a grant to the Owner with said grant commencing at the end of the tax assistance period and ceasing on the earlier of:
- (a) The point in time when the total of all annual grant payments provided equals total eligible Rehabilitation Grant Program costs that have been accepted by the Township;
  - (b) Ten (10) years.
- 7.3 On an annual basis, the Township, upon being satisfied that the Owner is not in default of any of the terms and conditions set out in the application, this Agreement, the Tax Assistance Program and the Rehabilitation Grant Program, shall pay the annual grant payment.
- 7.4 If the Owner cannot be reached over a protracted period (more than 2 years), the Township will have the option, without notice and at its own discretion, of terminating this Agreement and all future grant payments to the Owner.
- 7.5 If in the opinion of the Township the property is recontaminated and/or not maintained in its rehabilitated condition, the Township may, at its sole discretion, terminate tax assistance or all future grant payments and require repayment of the tax assistance and/or grant payments already provided by the Township to the Owner.
- 7.6 The Township, its employees and agents are entitled to inspect the subject lands at any time during business hours for the purpose of ascertaining their condition or state of repair or for the purpose of verifying compliance with the application, this Agreement, the Tax Assistance Program and the Rehabilitation Grant Program.
- 7.7 The Township retains the right at all times to delay or cancel tax assistance or grant payments, and/or require repayment of tax assistance and/or grant payments already made to the Owner, and/or terminate this Agreement where the Township deems that there is non-compliance with this Agreement. In particular, without limiting the generality of the foregoing, the tax assistance and the grant is conditional upon periodic reviews satisfactory to the Township to there being no adverse change in the development works and to there being compliance on the part of the Owner with all other requirements contained in this Agreement.
- 7.8 Communications from the Township to the Owner may be addressed to the Owner at the address of the Owner listed in Section 10 of this Agreement.

## **8. DEFAULTS AND REMEDIES**

- 8.1 On the occurrence of default under this Agreement, the Township shall be entitled to its remedies to enforce this Agreement, including, but not limited to:
- (a) Delaying or cancelling tax assistance and/or grant payments; and/or
  - (b) Requiring repayment to the Township by the Owner of all tax assistance and/or grant payments already made to the Owner, and/or
  - (c) Terminating the Agreement.

- 8.2 Default shall be deemed to occur upon any default of the Owner in complying with the terms set out in this Agreement, including, but not limited to, the following:
- (a) Non-compliance with any Township by-laws, provincial, and/or federal laws and regulations;
  - (b) Failure to pay and keep in good standing all real property taxes;
  - (c) Any representation or warranty made by the Owner is incorrect in any material respect;
  - (d) Failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Owner and the Township;
  - (e) The Owner makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statutes for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Owner, or if the Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Owner under any mortgage or other obligation, or if the subject lands or interest of the Owner in the subject lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
  - (f) This Agreement is forfeited or is terminated by any other provision contained in it.
- 8.3 The Township may at its sole discretion provide the Owner with an opportunity to remedy any default.

9. **ADDITIONAL PROVISIONS**

- 9.1 This Agreement shall remain in effect from the date of its execution by the Township to the earlier of:
- (a) The time when the Township informs the Owner in writing that due to the non-fulfilment or non-compliance with a required condition or due to default, this Agreement is terminated;
  - (b) The time when total amount of the tax assistance and grants paid out to the Owner equals the total accepted eligible costs under the Tax Assistance Program and the Rehabilitation Grant Program; and
  - (c) Thirteen (13) years.
- 9.2 Time shall be of the essence with respect to all covenants, Agreements and matters contained in this Agreement.
- 9.3 Schedules “A” and “B” attached to this Agreement form part of the Agreement.

- 9.4 The Brownfield Tax Assistance Program shall be to a maximum of three years. If the property has been severed, subdivided, sold or conveyed prior to the end of the Brownfield Property Tax Assistance Period of three (3) years, any remaining period of municipal (Township/Region) Property Tax Assistance (up to three years) can be added to the maximum ten (10) year Brownfield Rehabilitation Grant Period for a total maximum Brownfield Rehabilitation Grant Period of thirteen (13) years.

10. **NOTICES**

- 10.1 Where this Agreement requires notices to be delivered by one party or the other, such notice shall be given in writing and delivered either personally, by email, by fax or by prepaid registered first class mail by the party wishing to give such notice to the other party at the address noted below.

**To the Owner at:**

Arie DeHaan  
DeHaan Homes Inc.  
204 Canboro Road  
P.O. Box 142  
Ridgeville, ON L0S 1M0  
Fax: 905-892-8809  
Email: [arie.dehaan@dehaanhomes.ca](mailto:arie.dehaan@dehaanhomes.ca)

**To the Township at:**

Brian Treble, Director of Planning and Building  
Planning and Building Department  
Township of West Lincoln  
318 Canborough Street  
P.O. Box 400  
Smithville, ON L0R 2A0  
Telephone: 905-957-3346 x. 5138  
Email: [btreble@westlincoln.ca](mailto:btreble@westlincoln.ca)

**THIS AGREEMENT** shall be binding upon the parties and their heirs, executors, successors and assigns.

**IN WITNESS WHEREOF** the parties duly execute this Agreement:

SIGNED, SEALED AND DELIVERED:

**THE CORPORATION OF THE  
TOWNSHIP OF WEST LINCOLN**

---

CHERYL GANANN, MAYOR

---

JOANNE SCIME,  
TOWNSHIP CLERK

---

**DeHAAN HOMES INC.**  
ARIE DeHAAN, PRESIDENT

I have the authority to bind the  
Corporation

DRAFT

**SCHEDULE “A”**

Legal Description for the Eligible Property, shown on the attached aerial photograph, to be supplied by the Applicant upon finalization of the Legal Description.

DRAFT



## BROWNFIELD PROPERTY TAX SCHEDULE "B"

### Tax Assistance and Rehabilitation Grant Calculations

#### Estimated Cost of Rehabilitation:

Maximum Environmental Remediation Costs (tax assistance works) <sup>1</sup>	\$1,281,000.00
Maximum Eligible Brownfield Related Costs (grant works)	<u>\$206,360.75</u>
Total Eligible Tax Assistance/Rehabilitation Grant Program Costs:	\$1,487,360.75

<sup>1</sup> N.B. These costs are also eligible for the Rehabilitation Grant

#### Pre-Project Assessment Value: \$353,000.00

Estimated Township taxes:	\$2,716.39
Estimated Region taxes	<u>\$4,414.12</u>
Total:	\$7,130.50

#### Estimated Post-Project Assessment Value: \$3,255,417.00

Estimated Post-Project Township taxes:	\$12,661.00
Estimated Post-Project Region taxes	<u>\$20,663.76</u>
Total estimated Post-Project taxes	\$33,324.76

#### Estimated Post-Project Tax Increment:

Estimated Township tax increment:	\$9,944.61
Estimated Region tax increment:	\$16,249.64

#### Estimated Annual Tax Assistance and Rehabilitation Grant:

Estimated Annual Tax Assistance:      Township: \$2,716.39      Region: \$4,414.12

Estimated Annual Grant:      Township: \$9,944.61      Region: \$16,249.64  
*Actual Grant calculation:*      (Post-Project property taxes) - (Pre-Project property taxes)

<b>YEAR</b>	<b>TOWNSHIP TAX ASSISTANCE*</b>	<b>REGION TAX ASSISTANCE^</b>	<b>TOWNSHIP GRANT*</b>	<b>REGION GRANT^</b>	<b>TOTAL</b>
1	\$2,716.39	\$4,414.12			\$7,130.50
2			\$10,242.95	\$16,249.64	\$26,492.59
3			\$10,550.24	\$16,249.64	\$26,799.88
4			\$10,866.75	\$16,249.64	\$27,116.39
5			\$11,192.75	\$16,249.64	\$27,442.39
6			\$11,528.53	\$16,249.64	\$27,778.17
7			\$11,874.39	\$16,249.64	\$28,124.03
8			\$12,230.62	\$16,249.64	\$28,480.26
9			\$12,597.54	\$16,249.64	\$28,847.18
10			\$12,975.46	\$16,249.64	\$29,225.10
11			\$13,364.73	\$16,249.64	\$29,614.37
12			\$13,765.67	\$16,249.64	\$30,015.31
13			\$14,178.64	\$16,249.64	\$30,428.28
<b>TOTAL</b>	<b>\$2,716.39</b>	<b>\$4,414.12</b>	<b>\$145,368.24</b>	<b>\$194,995.69</b>	<b>\$347,494.43</b>

\* 3% Annual tax increase applied for estimation purposes

^ Subject to Regional approval and funding.

**Calculation of the Actual Tax Assistance and Brownfield Grants will be determined after the property has been revalued by MPAC (Post-Project Assessment) and a new supplemental property tax bill has been issued and property taxes have been paid in full.**



**THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN**

**BY-LAW NO. 2023-XX**

**A BY-LAW TO AUTHORIZE THE TOWNSHIP OF WEST LINCOLN TO SIGN A TAX ASSISTANCE AND REHABILITATION AGREEMENT WITH DEHAAN HOMES INC. FOR LANDS LEGALLY DESCRIBED AS PART LOT 56 PLAN M-88 (KNOWN AS CROSSINGS NORTH), WITHIN THE TOWNSHIP OF WEST LINCOLN.**

**WHEREAS** the Corporation of the Township of West Lincoln deems it expedient to execute a Tax Assistance and Rehabilitation agreement with DeHaan Homes Inc. for lands legally described as part lot 56 Plan M-88 (known as crossings north) within the Township of West Lincoln, following passage of the tax cancellation by-law.

**NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN ENACTS AS FOLLOWS:**

1. That the Council of the Corporation of the Township of West Lincoln hereby notes that the tax cancellation by-law (By-law 2023-XX) was passed on XX, 2023 and that this by-law may now authorizes the execution of a Tax Assistance and Rehabilitation Agreement between DeHaan Homes Inc. and the Corporation of the Township of West Lincoln to provide; and,
2. That, the Mayor and Clerk be and are hereby authorized to sign the above mentioned agreement with DeHaan Homes Inc. and to affix the Corporate Seal thereto, upon recommendation by Township legal counsel in conjunction with the Township CAO and the Director of Planning and Building.

**READ A FIRST, SECOND AND THIRD  
TIME AND FINALLY PASSED THIS  
24<sup>th</sup> DAY OF APRIL, 2023.**

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**MAYOR CHERYL GANANN**

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**JOANNE SCIME, CLERK**

**DATE:** April 11, 2023

**REPORT NO:** PD-18-2023

**SUBJECT:** **Recommendation Report – Application to Remove the Holding Symbol (Dehaan Homes Inc.) - Crossings on Twenty North**

**CONTACT:** Shradha Arun, Senior Planner  
Dave Heyworth, Manager of Planning  
Brian Treble, Director of Planning & Building

**OVERVIEW:**

- On June 29<sup>th</sup> 2020, Township Council considered staff report PD-068-20, Attachment 1, that recommended authority for the extension of Draft Plan Condominium Crossings on the Twenty North and South - DeHaan Homes- Request for Extension to Draft Plan approval request for a period of two years commencing on September 26, 2020.
- The zoning on the current lands have a Holding provision (H-4) under the current Zoning By-Law 2017-70, as amended, to be removed as per the conditions for final approval and registration of Crossings on Twenty North.
- The Holding provision requires the reconstruction of Regional Road 20 (St. Catharines Street) and site access issues to be resolved to the satisfaction of Niagara Region Public Works Department and Township Planning Department has been satisfied.

**RECOMMENDATION:**

1. That, Recommendation Report PD-18-2023 regarding “Recommendation Report, Application to Remove Holding Symbol (DeHaan Home Inc.) - Crossings on Twenty North, (File No. 1601-09-22)”, dated April 11<sup>th</sup>, 2023, be received; and
2. That, a by-law be passed to authorize the Mayor and Clerk to remove the Holding provision on the subject lands as identified in the attached By-law as Attachment 3.

**ALIGNMENT TO STRATEGIC PLAN:**

**Theme # 3**

- **Strategic Responsible Growth**

**BACKGROUND:**

The Crossings on the Twenty Plan of Condominium is split by the Twenty Mile Creek into Crossings North and Crossings South communities. The condominium was originally approved by the Township Council in 2009 with a three-year time frame to complete the conditions for final approval.

Crossings on the Twenty South is located at the intersection of Shurie Road and Townline Road, on the south side of the Twenty Mile Creek, while Crossings on the Twenty North is located on the north side of the creek, opposite to the Marz Homes – Smithville Station Development. The developments are owned by DeHaan Homes, who proposes to be the developer in each case.

Two year extensions were granted in 2012, 2014, 2016 and 2018 for a variety of reasons which included road upgrades on Highway 20, storm-sewer installation for the Marz Homes development (Smithville Station), record of site condition on the south development and a minor boundary adjustment and draft plan changes.

As noted and found as attachment 2 to this report, the conditions mentions the removal of Holding Symbol(H-4) requiring reconstruction to St. Catharines Street and resolution of site access issues to the satisfaction of the Region of Niagara Public works department and the Township Planning Department.

**CURRENT SITUATION:**

One condition of Draft Plan approval requires the removal of Holding Zone(H-4). The condition requires the reconstruction of St. Catharines street to be complete and site access addressed to the satisfaction of the Township and Region.

The Holding symbol 'H' symbol removal process ensures conditions have been met for the removal of the 'H'. The condition has been addressed and the 'H' can be removed. The application for the removal of Holding symbol (1601-09-22), has been reflected in the Zoning By-law No. 2023-XX as to amend the Zoning By-Law No. 2017-70, as amended.

**FINANCIAL IMPLICATIONS:**

There are no financial implications associated with these applications.

**INTER-DEPARTMENTAL COMMENTS:**

The comments from the Township Public Works Department are attached as Attachment 2.

**CONCLUSION:**

DeHaan Homes (Owner) and Jared Marcus of IBI Group (Agent) have requested a Zoning By-Law Amendment for the removal of Holding Zone from 'RM2-64(H-4)' to 'RM2-64'.

This report is written to advise Committee and Council that the holding symbol can be removed by the approval of Council as outlined in Attachment 3, being The Amending By-law No. 2023-XX that amends current Zoning By-law No. 2017-70, as amended, by removing the 'H'.

**ATTACHMENTS:**

1. Report No. PD-068-2020
2. Recommendation from Township Public works department
3. Zoning By-Law No, 2023-XX as to amend By-law 2017-70, as amended
4. Attachment A to By-law 2023-XX

**Prepared & Submitted by:**



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**Shradha Arun,  
Senior Planner**

**Approved by:**



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**Bev Hendry,  
CAO**



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**Dave Heyworth,  
Manager of Planning Services**



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**Brian Treble,  
Director of Planning & Building**

**DATE:** June 29<sup>th</sup>, 2020

**REPORT NO:** PD-068-20

**SUBJECT:** Recommendation Report  
Draft Plan of Condominium Crossings on the Twenty North and South – DeHaan Homes – Request for Extension to Draft Plan Approval, File No. 2100-072-08 CDM (South), 2100-072-09 CDM (North)

**CONTACT:** Gerrit Boerema, Planner II  
Brian Treble, Director of Planning and Building

**OVERVIEW:**

- Crossings on the Twenty Plan of Condominium North and South was originally granted draft plan of condominium approval in 2009 following an appeal to the OMB.
- Since original draft plan approval, the South condominium has had a number of modifications.
- Draft approval was extended in 2012, 2014, 2016 and 2018. Draft plan approval for both the North and South condominiums expire in September 2020.
- Site Plan approval for the south condominium was granted in early 2019. Construction has commenced on the South side with one block of model homes completed and nearly 50% of the south side units sold (24 Units total).
- A site plan application has not yet been applied for on the north condominium. The landowner had worked with the local branch of the Royal Canadian Legion for a possible expansion of the Legion Villa but at this point it is not clear how that will materialize.
- They have now requested an extension to the draft plan approval on both the north and south condominiums to allow completion of the development on the south side and to allow for time to complete a site plan and development design on the north side.
- Township staff recommend approval of the extension request for a period of two years, commencing on September 26, 2020 as the south community is currently under construction and the north community has faced unexpected delays and has limited development potential given its single sided street concept.

**RECOMMENDATION**

1. That, report PD-068-20, regarding “Recommendation Report, Draft Plan of Condominium, Crossings on the Twenty - North and South - DeHaan Homes - Request for Extension to Draft Plan Approval, File No 2100-072-08 CDM (South) & 2100-072-09 CDM (North)”, dated June 29<sup>th</sup>, 2020 be received; and,
2. That, the Draft Plan Approval for Crossings on the Twenty Plan of Condominium (North & South) BE EXTENDED FOR A PERIOD OF TWO YEARS, to expire on September 26, 2022, subject to conditions as included in Attachments No. 3 and 4 to this report; and,
3. That a notice of extension be circulated to relevant agencies and departments.

**ALIGNMENT TO STRATEGIC PLAN**

- **Theme**
  - **Strategic Responsible Growth**

**BACKGROUND**

The Crossings on the Twenty Plan of Condominium is split by the Twenty Mile Creek into Crossings North and Crossings South communities. The condominium was originally approved by the Township Council in 2009 with a three year time frame to complete the conditions for final approval. Crossings on the Twenty South is located at the intersection of Shurie Road and Townline Road, on the south side of the Twenty Mile Creek, while Crossings on the Twenty North is located on the north side of the creek, opposite to the Marz Homes – Smithville Station Development. The developments are owned by DeHaan Homes, who proposes to be the developer in each case.

Two year extensions were granted in 2012, 2014, 2016 and 2018 for a variety of reasons which included road upgrades on Highway 20, storm-sewer installation for the Marz Homes development (Smithville Station), record of site condition on the south development and a minor boundary adjustment and draft plan changes.

The owner and their agent, Jared Marcus of IBI Group, have requested an extension to the draft plan approval of both the North and South condominiums to allow for time to complete conditions and progress on construction prior to the condominium approval lapsing on September 26, 2020.

**CURRENT SITUATION**

Crossings on the Twenty South is currently under construction. One block of model townhouse units has been constructed. The Site Plan was completed in early 2019. According to the applicant, nearly 50 per cent of the 24 townhouse units are sold. The current COVID-19 crisis has slowed sales over the last few months.

The applicant is still working on clearing conditions of approval for the south community. The Record of Site Condition has required test wells and monitoring due to the proximity of the former Rock Street landfill. This process is still not completed, but is expected to be completed this fall.

Staff note that the south development seems to be progressing now that construction has commenced on the model homes. It is expected that final condo approval will be granted in early 2021 at the latest.

The Crossings on the Twenty North has not seen much progress since the last extension approval in 2018. The applicants attended a pre-consultation on June 18, 2020 for the purposes of reviewing the site plan, however, an application for site plan approval has not yet been made.

There were a number of issues that have delayed the development of the Crossings North Community including required road improvements to Regional Road 20 and the construction of a storm sewer which bisects the property. In addition, the applicants were in conversations with adjacent landowners about a potential land purchase, but that did not materialize. The period of due diligence on a potential sale ended in February of 2020.

The applicants have requested and have attended an additional pre-consultation meeting on June 18, 2020 to discuss the site plan submission for the north community.

In the 2018 Township Staff Recommendation Report, staff stated that final approval was needed within the last two year extension. Although staff would like to see this property developed at a faster pace, Township Staff also acknowledge that there are limited options on the property due to its shape and size. It is a single loaded street with ten units. The applicant has stated that they will commence development on this site once the Crossings South community is complete. Due to the current economic climate, staff now propose that Council now support one final extension.

Staff are of the opinion that an extension should be granted for the south community as progress has been made on the south community since the last extension. Staff also recommend that a two year extension also be granted to the north community as there were some unforeseen time delays and as there is little benefit in redesigning the site through another draft plan approval process due to the sites limited development options.

### **FINANCIAL IMPLICATIONS**

There are no financial implications associated with these applications.

### **INTER-DEPARTMENTAL COMMENTS**

The extension request was sent to the Region of Niagara Planning and Development

Department, the Niagara Peninsula Conservation Authority, and the Township Public Works Department. There were no objections from agencies or departments to the extension request. Also, no agency has requested a change of conditions.

### **CONCLUSION**

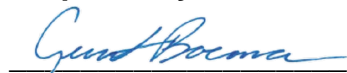
DeHaan Homes (Owner) and Jared Marcus of IBI Group (Agent) have requested an extension for draft plan of condominium approval for Crossings on the Twenty North and South Communities. The last extension was granted in 2018 for a period of two years and is set to expire on September 26, 2020. Construction has commenced on the Crossings on the Twenty South community with the services, road and model homes now installed and constructed. Construction has not yet commenced on the north community and a site plan has not yet been applied for, however, the north community did face a number of delays over the past years including required road improvements, storm sewer construction and most recently a potential purchase which did not materialize.

Planning Staff recommend that Council grant a two year extension to both the north and south communities. If significant progress has not been made on the north community, an additional extension would most likely not be supported by staff in two years' time.

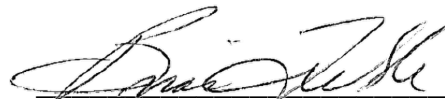
### **ATTACHMENTS**

1. Crossings on the Twenty South Draft Plan
2. Crossings on the Twenty North Draft Plan
3. Crossings on the Twenty South Conditions
4. Crossings on the Twenty North Conditions

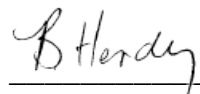
**Prepared by:**



**Gerrit Boerema,  
Planner II**

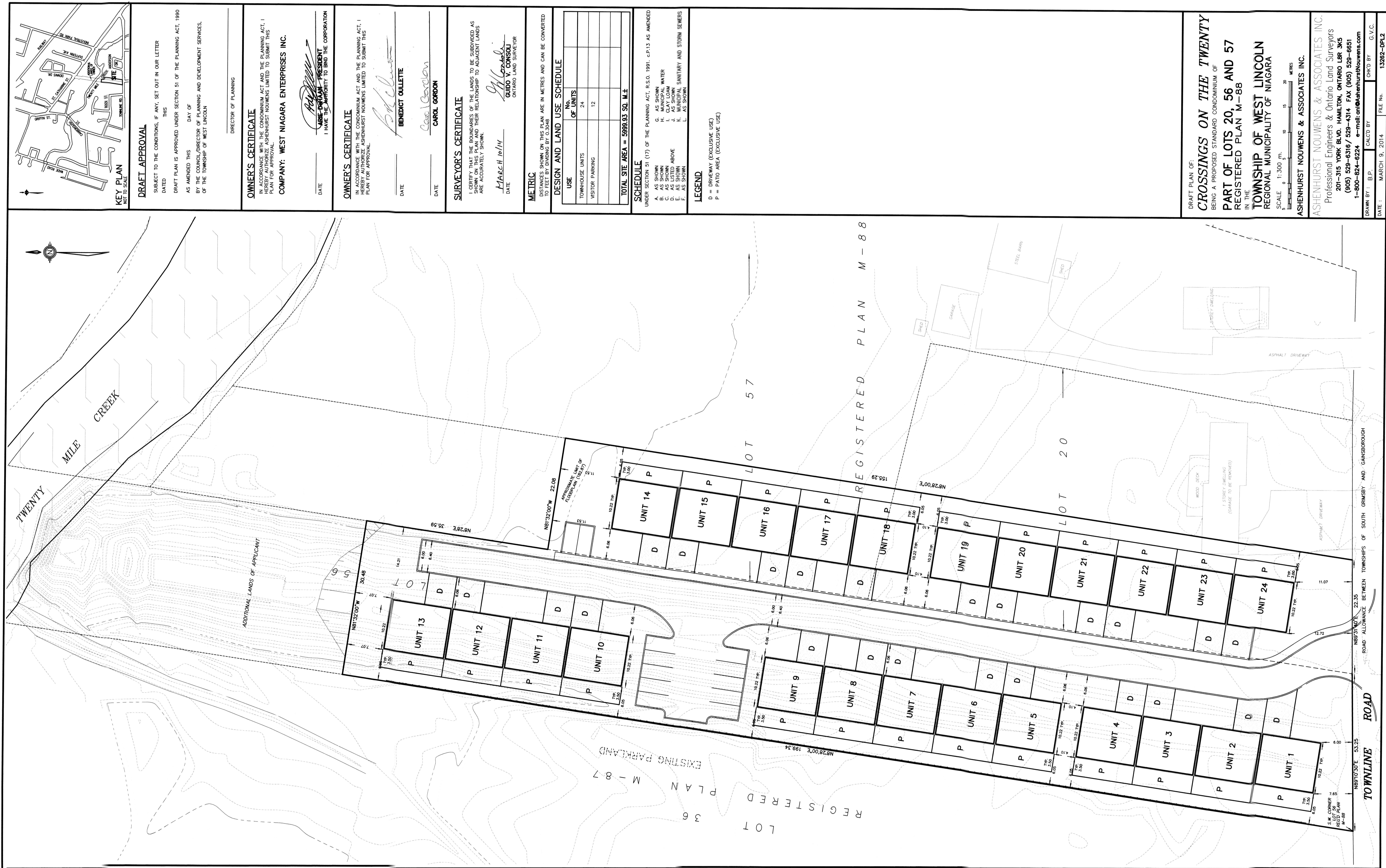


**Brian Treble, RPP, MCIP  
Director of Planning and Building**

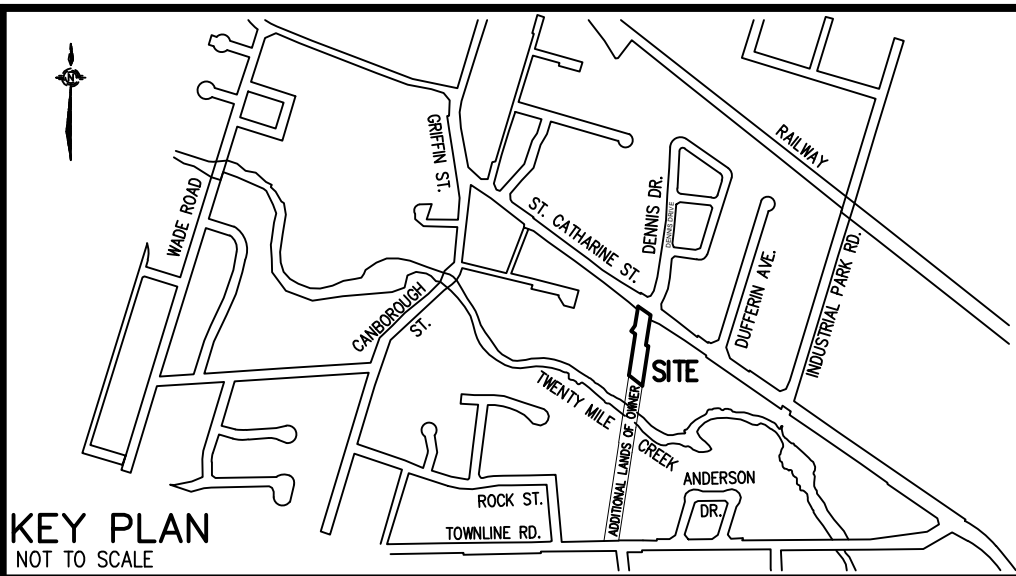
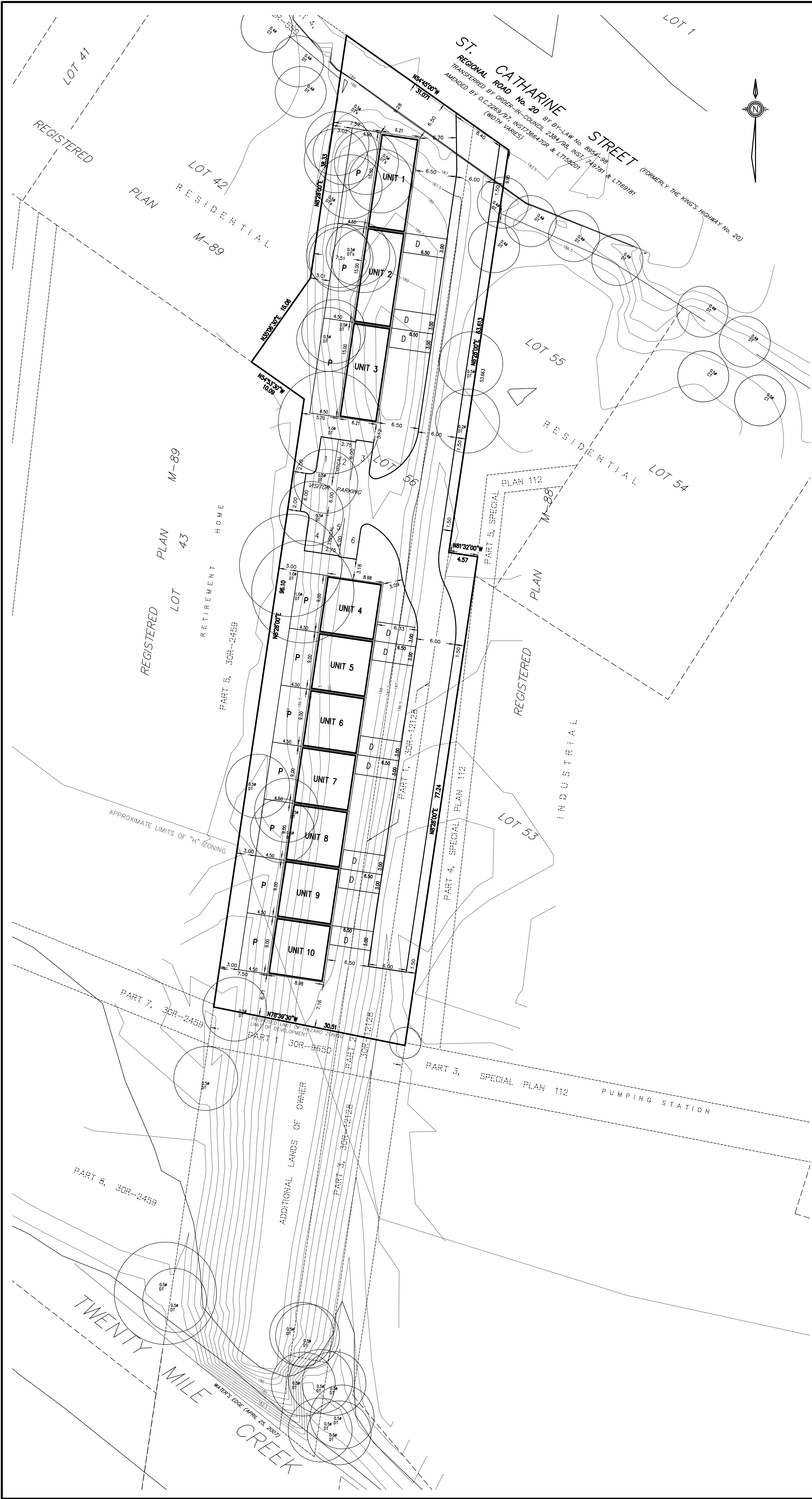


**Beverly Hendry  
CAO**









**DRAFT APPROVAL**

SUBJECT TO THE CONDITIONS, IF ANY, SET OUT IN OUR LETTER DATED THIS

DRAFT PLAN IS APPROVED UNDER SECTION 51 OF THE PLANNING ACT, 1990

AS AMENDED THIS DAY OF

BY THE COUNCIL/DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES, OF THE TOWNSHIP OF WEST LINCOLN

DIRECTOR OF PLANNING

**OWNER'S CERTIFICATE**

IN ACCORDANCE WITH THE CONDOMINIUM ACT AND THE PLANNING ACT, I HEREBY AUTHORIZE ASHENHURST NOUWENS LIMITED TO SUBMIT THIS PLAN FOR APPROVAL.

**COMPANY:** WEST NIAGARA ENTERPRISES INC.

25/04/2008  
DATE

**ARIE DeHAAN** PRESIDENT  
I HAVE THE AUTHORITY TO BIND THE CORPORATION

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE ACCURATELY SHOWN.

25/04/2008  
DATE

**JOHN P. NOUWENS**  
ONTARIO LAND SURVEYOR

**METRIC**

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

DESIGN AND LANDUSE SCHEDULE			
USE	No. OF UNITS		
TOWNHOUSE UNITS	10		
VISITOR PARKING	6		
TOTAL SITE AREA = 4315.10 SQ. M.±			

**SCHEDULE**

UNDER SECTION 51 (17) OF THE PLANNING ACT, R.S.O. 1991, c.P.13 AS AMENDED

A. AS SHOWN	G. AS SHOWN
B. AS SHOWN	H. MUNICIPAL WATER
C. AS SHOWN	I. CLAY LOAM
D. AS LISTED ABOVE	J. AS SHOWN
E. AS SHOWN	K. MUNICIPAL SANITARY AND STORM SEWERS
F. AS SHOWN	L. AS SHOWN

**LEGEND**

D = DRIVEWAY (EXCLUSIVE USE)  
P = PATIO AREA (EXCLUSIVE USE)

DRAFT PLAN OF:

**CROSSINGS ON THE TWENTY**

BEING A CONDOMINIUM OF

**PART OF LOT 56**

REGISTERED PLAN M-88

IN THE

**TOWNSHIP OF WEST LINCOLN**

REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1:300 m

5 0 5 10 15 20 METRES

**JOHN P. NOUWENS** ONTARIO LAND SURVEYOR

**ASHENHURST NOUWENS LIMITED**  
Professional Engineers & Ontario Land Surveyors  
201-315 YORK BLVD. HAMILTON, ONTARIO L8R 3K5  
(905) 529-6316 / 529-4314 FAX (905) 529-6651  
1-800-824-6224 e-mail: anl@AshenhurstNouwens.com

DRAWN BY : B.P.	CALC'D BY :	CHK'D BY : J.P.N.
DATE : NOV. 11, 2008	FILE No.	28605DPLs-B

**CROSSINGS ON THE TWENTY**  
**TOWNSHIP OF WEST LINCOLN**  
**CONDITIONS OF FINAL APPROVAL**

The conditions for final approval and registration of Crossings on the Twenty Condominium, in the name of DeHaan Homes Inc., File No. 2100-072-08, Township of West Lincoln are:

1. This decision applies to the West Niagara Enterprises Inc. Draft Plan of Condominium of Standard Condominium, Township of West Lincoln prepared by Ashenhurst Nouwens Limited, and as attached to Report PD-042-14 as Attachment 2, containing a total of 24 units and common element area.
2. That not more than one standard condominium corporation be created.

**TOWNSHIP CONDITIONS:**

3. That the Owner provide to the Township of West Lincoln a letter advising that all lots conform to the requirements of the Township's Zoning By-law.
4. **That the Zoning By-law Amendment receive final approval (expiry of the appeal period) prior to receiving final approval of the condominium.**
5. **That the Owner submit an application for Site Plan Approval for review and approval.**
6. That the Owner dedicate 5% cash-in-lieu of parkland to the Township of West Lincoln, or alternately that adequate parkland be provided to the satisfaction of the Township.
7. That the Owner/Developer prepare a streetscape and landscape plan for this condominium plan in accordance with the requirements of the Township of West Lincoln. The streetscaping and landscaping details are to be shown on the general servicing plan as part of the required Site Plan Application.
8. That the Owner/Developer provide 1.8 metre high solid fencing along the easterly lot line along units 14-24 and a 1.8 metre high chain link fence along the westerly lot line along units 1-13.
9. That the condominium agreement or subsequent site plan/development agreement between the Owner/Developer and the Township of West Lincoln contain a clause in wording satisfactory to the Regional Public Works Department (Development Services Division) requiring the Owner to obtain a certificate from an Ontario Land Surveyor stating that all existing and new evidence is in place at the completion of development.

10. That the condominium agreement or subsequent site plan/development agreement between the Owner/Developer and the Township of West Lincoln contain a clause in wording satisfactory to the Township advising prospective purchasers of the dwelling units south of Twenty Mile Creek that on occasion they may be subject to noise, odour and dust of agricultural origin and that the Owner agree to insert a similar clause in all Offers and Agreements of Purchase and Sale or Lease.
11. That any required road allowances are dedicated to the Township of West Lincoln as Public Highways.
12. That the proposed streets be constructed to the satisfaction of the Township of West Lincoln.
13. That the street naming fee be provided and the proposed streets be named to the satisfaction of the Township of West Lincoln.
14. That the Owner provides fire route signs and no parking signs in locations approved by the Township of West Lincoln.
15. That the Owner/Developer submit all servicing, lot grading, drainage, roadway plans and supporting design calculations to the Township of West Lincoln and any other relevant agency for review and approval.
16. That all municipal services required by the Township of West Lincoln be provided by the Owner/Developer in a manner satisfactory to the Township.
17. That the Condominium Agreement between the Owner and the Township of West Lincoln be registered by the municipality against the land to which it applies.
18. That the Owner/Developer agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of West Lincoln concerning, and without limiting the generality of the foregoing, the provision of roads, installation of services, drainage and hydro services, as may be determined by the pre-servicing report to be submitted by the Owner to the Township of West Lincoln for approval.
19. That the Owner agrees in the Condominium Agreement to pay all development charges to the Township of West Lincoln in accordance with the Township's Development Charges By-law.
- 20. Submit a Traffic Impact Study to the satisfaction and implement any recommendations found therein.**
- 21. That sidewalks be provided along one side of all roads within the development to standard requirements of the Township of West Lincoln.**

22. That prior to approval of the final plan, the owner submit to the NPCA and the Township of West Lincoln a detailed stormwater management plan for the development completed by a qualified engineer and prepared in accordance with the MOEE Stormwater Management Practices, Planning and Design Manual, (as amended). This will include any Stormceptor sizing detail. That 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, be submitted to the Conservation Authority for review and approval. (same condition as Condition 27 which is also to be approved by the Conservation Authority)

REGIONAL CONDITIONS:

23. That, if curb-side waste collection is to be provided by the Region the draft plan shall conform to Regional Niagara Policy "Collection of Waste by Way of Entry on Private Property" to the satisfaction of the Regional Planning and Development Services Department (Development Services Division). That the condominium/development agreement between the Township of West Lincoln and the developer include the following clauses:
- a) To be eligible for the provision of collection service by way of entry on private properties, the private roadways must be designed to meet the requirements of the Regional Niagara Policy "Collection of Waste by Way of Entry on Private Property" (i.e. providing through passage, minimum roadway width, throat width/curb radius, etc.) so that collection vehicles can access collection locations without the need to reverse. A cul-de-sac designed in accordance with the Region's specifications will be required for developments that do not permit through passage. The Region will consider the use of a "T" turnaround area(s), designed in accordance with the minimum dimensions as outlined in the Regional policy, as an alternative turn around method where the above requirements cannot be met. Developments unable to meet these requirements will not be eligible for Regional collection service by way of entry on private property and will, therefore, be required to obtain private waste collection services.
  - b) That detailed drawings showing the path the waste collection vehicle will travel through the site to collect waste be submitted to the Regional Planning and Development Services Department (Development Services Division) for review and approval.
  - c) That the developer and/or subsequent owner agree to comply with the Region of Niagara's "Collection of Waste by Way of Entry on Private Property" Policy (C3.C17) and to enter into an Indemnity Agreement with the Region.
  - d) That if waste collection is not to be provided by the Region, the condominium agreement/development agreement contain a clause stating that waste collection will be the responsibility of the condominium corporation and the following warning shall be included in the condominium/development agreement and inserted in all offers and agreements of purchase and sale or lease for each dwelling unit to survive closing:

*“Purchasers/Tenants are advised that due to the site layout, waste collection for the development will be provided by the condominium corporation through a private contractor and not the Region.”*

24. That the following warning clause shall be included in the condominium agreement or subsequent site plan/development agreement and inserted in all Agreements of Purchase and Sale or Lease for each dwelling unit:

*“Purchasers/Tenants are advised that due to the proximity of this development to a Regional Sewage Pumping Station facility located approximately 98 metres from the development property, the operation of this facility which at times may generate noise and odour may occasionally interfere with some activities of the dwelling occupants.”*

25. That the Owner/Developer promptly acknowledge (within sixty days of draft plan approval) to the Regional Planning and Development Services Department (Development Services Division) that draft approval of this condominium does not include a commitment of servicing allocation by the Niagara Region as this servicing allocation will be assigned at the time of final approval of the condominium for registration purposes and any pre-servicing will be at the sole risk and responsibility of the owner/developer.
26. That immediately following (and within sixty days of) notice of draft plan approval, the Owner/Developer shall provide the Regional Planning and Development Services Department (Development Services Division) with a written undertaking stating that all offers and agreements of purchase and sale, which may be negotiated prior to and after registration of this condominium, shall contain a clause clearly indicating that a servicing allocation for this condominium will be assigned until the plan is granted final approval for registration and until capacity is upgraded at the Baker Road Wastewater Treatment Plant (anticipated by December 31, 2010) and, that the purchaser will proceed at their sole risk and responsibility as the issuance of building permits may cease without prior notice due to capacity limitations at the Region's treatment facility. A similar clause shall be inserted in the condominium agreement or subsequent site plan/development agreement between the Owner/Developer and the Township of West Lincoln.
27. That a Tree Saving Plan prepared and endorsed by a suitably qualified forester or arborist, which shall attempt to retain as many trees as possible and be prepared in accordance with the Regional Tree and Forest Conservation By-law 30-2008, be submitted to the Niagara Peninsula Conservation Authority for review and approval, with a copy provided to the Township of West Lincoln and the Niagara Region Public Works Department (Development Services Division) for information, and that the recommendations of the approved Tree Saving Plan be implemented through provisions in the condominium agreement or subsequent site plan/development agreement between the Owner and the Township of West Lincoln.
- 28. That the owner submits an archaeological assessment for the development prepared by a licensed archaeologist (excluding the former railway portion of the lands) to the**

**Ministry of Tourism, Culture and Sport for review and approval with a copy provided to the Planning and Development Services Department (Development Services Division) and that adverse impacts to any significant archaeological resources found on the site be mitigated through preservation or resource removal and documentation. No demolition, grading or other soil disturbances shall take place on the subject property prior to the issuance of a letter from the Ministry of Tourism, Culture and Sport confirming that all archaeological resource concerns have met licensing and resource conservation requirements.**

**NIAGARA PENINSULA CONSERVATION AUTHORITY CONDITIONS:**

29. That prior to approval of the final plan, the owner submit to the NPCA and the Township of West Lincoln a detailed stormwater management plan for the development completed by a qualified engineer and prepared in accordance with the MOEE Stormwater Management Practices, Planning and Design Manual, (as amended). This will include any Stormceptor sizing detail. That 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, be submitted to the Conservation Authority for review and approval (Same as Condition 21 to be cleared by the Township).

30. That, the following conditions be included in the Condominium Agreement to the satisfaction of the NPCA:

*“That detailed sedimentation and erosion control plans be prepared for this agency’s review and approval. All sediment and erosion control measures shall be maintained in good condition for the duration of the construction until all disturbed services have been stabilized. Muddy water shall not be allowed to leave the site.*

*Appropriate limit of disturbance fencing shall be installed to the satisfaction of the NPCA which details the amount of Significant Woodlot to be removed and ensure that all construction and site alteration takes place outside of the Significant Woodlot and the 30m buffers for the PSW and Critical Fish Habitat.*

*Upon completion of the project, the design engineer shall certify that all grading, storm sewers, and stormwater management controls have been constructed in general conformity to the approved drawings. Copies of the certification shall be circulated to the NPCA.”*

31. That the Condominium Agreement include the following wording to the satisfaction of the NPCA:

***Grading along the berm side slopes shall be minimized to ensure limited disturbance to the existing woodland. Should grading propose removal of all vegetation along the berm slopes, a Planting Plan detailing the revegetation of these areas with trees shall be submitted to the NPCA for review and approval.***

- 32. That the Owner/Developer confirm the exact location of the flood plain elevation (182.81 metres) and show this on a Grading Plan. Where a portion of any unit, driveway subject to more than 0.3 metres of flooding, parking area subject to more than 0.3 metres of flooding, building, or structure is proposed within the flood plain, the Owner/Developer shall obtain a Permit from the NPCA prior to fill removal and placement. Where placement is less than 25 cubic metres, no Permit is required.**
33. Mitigation measures provided in the LCA Environmental letter of May 21, 2009 and the Scoped Environmental Impact Report (February 2009) and the EIS Addendum (February 4, 2014) shall be incorporated into the plan.

MINISTRY OF ENVIRONMENT CONDITIONS:

34. That a Record of Site Condition (RSC) shall be filed on the Ministry of the Environment's Brownfields Environmental Site Registry in accordance with Ontario Regulation 153/04 under the *Environmental Protection Act* and that copies of the Phase 1 and Phase 2 Environmental Site Assessment (ESA) reports prepared by a qualified person in accordance with Ontario Regulations 153/04, site remediation and confirmatory sampling reports, if necessary, and the Ministry's written acknowledgement of the filing of the RSC be provided to the Niagara Region Public Works Department (Development Services Division) and the Township of West Lincoln.
35. That the Owner/Developer obtain the approval of the Ministry of the Environment (Toronto office) for the proposed storm sewer outlet to Twenty Mile Creek for this development north of Townline Road as well as for any stormwater management scheme.
36. That an evaluation of the presence of landfill-generated gases, particularly methane gas, from the adjacent Rock Street Closed Landfill Site and potential impact on the proposed development from gas migration be undertaken by a suitably qualified hydrogeological professional in accordance with Ministry of the Environment Guideline D-4, *Land Use On or Near Landfills and Dumps*, and that any necessary remedial measures be implemented through provisions in the condominium agreement or subsequent site plan/development agreement.

NIAGARA PENINSULA ENERGY INC. CONDITIONS:

37. That the developer enter into a service agreement with Niagara Peninsula Energy Inc. (NPEI) to service the development. All costs associated with the supply of electrical services within the boundaries of the mentioned site will be borne by the developer.
38. That should NPEI be required to alter the existing distribution system in order to supply the area in question, they will require advanced notice of the development status. Alterations to the existing distribution system may require a separate capital contribution from the developer.



UTILITY COMPANY CONDITIONS:

39. That the appropriate utility company confirm that satisfactory arrangements, financial and otherwise, have been made for telephone facilities serving this draft plan of subdivision which are required by the Municipality to be installed underground; information on the utility company involved and the required confirmation shall be forwarded to the Municipality.

CANADA POST CONDITIONS:

40. Canada Post approve location for community mail box.

LAPSING CONDITION:

41. That if final approval is not given to this plan within **THREE YEARS** of the approval date and no extensions have been granted draft approval shall lapse. If the Owner wishes to request an extension to the draft approval period, a written explanation with reasons why the extension is required together with a resolution from the Township, must be received by the Township prior to the lapsing date.

**CLEARANCE OF CONDITIONS**

Prior to granting approval of the final plan, the Township's Planning Department will require WRITTEN notification from the following agencies that their respective conditions have been met satisfactorily:

- **The TOWNSHIP OF WEST LINCOLN PLANNING DEPARTMENT** – Conditions 1 to 6 (inclusive), 9, 10, 13, 17, 19
- **The TOWNSHIP OF WEST LINCOLN PUBLIC WORKS DEPARTMENT** - Conditions 7, 8, 11, 12, 14, 15, 16, 18, 20, 21, 22
- **REGIONAL PLANNING AND DEVELOPMENT SERVICES DEPARTMENT (DEVELOPMENT SERVICES DIVISION)** – Conditions 23 to 28
- **NIAGARA PENINSULA CONSERVATION AUTHORITY** – Conditions 29 to 33
- **MINISTRY OF ENVIRONMENT** – Conditions 34 to 36
- **NIAGARA PENINSULA ENERGY INC** – Conditions 37 to 38
- **BELL CANADA** – Condition 39
- **CANADA POST** – Condition 40

**NOTES:**

**1. Conveying**

- (a) As the land mentioned above to be conveyed to the municipal corporation may be more easily described in the conveyance by reference to a Registered Plan than by “metes and bounds”, we suggest that the description be so worded, and,
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- (a) Section 160(1) of The Land Titles Act, which requires all new plans be registered in the land titles system;
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**3. Water and Sewerage Systems**

Inauguration or extensions of a piped water supply, a sewerage system, a storm drainage system or a stormwater management system is subject to approval of the Ministry of Environment (Approvals Branch) pursuant to Section 52 and Section 53 of The Ontario Water Resources Act, R.S.O. 1990.

**4. Agencies to be Contacted:**

- (a) With respect to the requirements of the Township of West Lincoln Planning Department contact:

Mr. Brian Treble  
Director of Planning and Building  
318 Canborough Street  
P.O. Box 400  
Smithville, Ontario  
L0R 2A0  
Telephone – (905) 957-3346 ext. 5138  
FAX – (905) 957-3219

- (b) With respect to the requirements of the Township’s Public Works Department contact:

Attachment No. 3

Mr. Brent Julian  
Director of Public Works and Engineering  
318 Canborough Street  
P.O. Box 400  
Smithville, Ontario  
L0R 2A0  
Telephone – (905) 957-3346 ext. 5142  
FAX – (905) 957-3219

(c) With respect to the requirements of the Regional Planning and Development Services Department (Development Services Division) contact:

Mr. Eugene Chajka  
Manager Review & Approvals  
2201 St. David's Road, P. O. Box 1042  
Thorold, Ontario  
L2V 4T7  
Telephone – (800) 263-7215  
FAX – (905) 687-8056

(d) With respect to the requirements of the Regional of Niagara Planning Department contact:

Mr. Peter Colosimo  
2201 St. David's Road, P. O. Box 1042  
Thorold, Ontario  
L2V 4T7  
Telephone – (800) 263-7215  
FAX – (905) 641-5208

(e) With respect to the requirements of the Niagara Peninsula Conservation Authority contact:

Ms. Suzanne McInnes, MCIP, RPP  
250 Thorold Rd. W., 3<sup>rd</sup> Floor  
Welland, Ontario  
L3C 3W2  
Telephone - (905) 788-3135 ext. 235  
FAX - (905) 788-1121

(f) With respect to the requirements of Niagara Peninsula Energy Inc.:

Ms. Cathy Robins  
Operation Manager  
4548 Ontario Street, Unit 2  
Beamsville, Ontario  
L0R 1B5

Telephone 905-563-5550  
Fax 905-563-0838

(g) With respect to the requirements of Canada Post:

Mr. David Kyle  
Canada Post Corporation  
Delivery Planning  
955 Highbury Avenue North  
London, ON N5Y 1A3

## 5. Review of Conditions

Applicants are advised that should any of the conditions appear unjustified or their resolution appears too onerous, they are invited to bring their concerns to the General Committee's attention. The Committee will consider requests to revise or delete conditions.

In order to assist the agencies listed above in clearing conditions for final approval and registration of the plan, it may be useful to forward executed copies of the Subdivision Agreement between the Owner and the Township to those agencies.

## 6. Hydro One Cautionary Note

An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 – Proximity – of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent'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 Act. They should also be aware that the electrical conductors could raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted 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.

**CROSSINGS ON THE TWENTY**  
**TOWNSHIP OF WEST LINCOLN**  
**CONDITIONS OF FINAL APPROVAL**

The conditions for final approval and registration of Crossings on the Twenty Condominium, in the name of West Niagara Enterprises Inc., File No. 2100-072-08, Township of West Lincoln are:

1. This decision applies to the West Niagara Enterprises Inc. Draft Plan of Condominium of Standard Condominium, Township of West Lincoln prepared by Ashenhurst Nouwens Limited, and as attached to Report PD-110-14 as Attachment 1, containing a total of 10 units and common element area.
2. That not more than two standard condominium corporations be created (one for the north development and one for the south development)

**TOWNSHIP CONDITIONS:**

3. That the Owner provide to the Township of West Lincoln a letter advising that all lots conform to the requirements of the Township's Zoning By-law.
4. That the northerly portion of this proposed development be zoned with a Holding Zone which is to remain in effect until the reconstruction of Regional Road 20 (St. Catharine Street) and site access issues have been resolved to the satisfaction of the Niagara Region Public Works Department and the Township of West Lincoln Planning Department. That the proposed development be zoned RM-3 with exception to the satisfaction of the Township of West Lincoln Planning Department.
5. **That the Owner submit an application for Site Plan for review and approval.**
6. That the Owner/Developer prepare a streetscape and landscape plan for this **condominium** in accordance with the requirements of the Township of West Lincoln. The streetscaping and landscaping details are to be shown on the general servicing plan.
7. That the Owner dedicate 5% cash-in-lieu of parkland to the Township of West Lincoln, or alternately that adequate parkland be provided to the satisfaction of the Township.
8. That a 1.5 metre landscaping strip be provided along the length of the internal roadway on the north and south development such strip and be forever maintained by the Condominium Corporation.

9. That the Owner/Developer provide solid fencing along the east lot line the length of the proposed internal road on the north and south side of the development. That fencing be provided along the westerly lot line of Units 1-10.
10. That the proposed streets be constructed to the satisfaction of the Township of West Lincoln.
11. That the street naming fee be provided and the proposed streets be named to the satisfaction of the Township of West Lincoln.
12. That the Owner/Developer submit all servicing, lot grading, drainage, roadway plans and supporting design calculations to the Township of West Lincoln and any other relevant agency for review and approval.
13. That all municipal services required by the Township of West Lincoln be provided by the Owner/Developer in a manner satisfactory to the Township.
14. That the Condominium Agreement between the Owner and the Township of West Lincoln be registered by the municipality against the land to which it applies.
15. That the Owner/Developer agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of West Lincoln concerning, and without limiting the generality of the foregoing, the provision of roads, installation of services, drainage and hydro services, as may be determined by the pre-servicing report to be submitted by the Owner to the Township of West Lincoln for approval.
16. That the Owner agrees in the Condominium Agreement to pay all development charges to the Township of West Lincoln in accordance with the Township's Development Charges By-law.
17. That the Owner undertake appropriate studies and implement the identified measures to mitigate noise, dust and vibration so as to protect the adjacent dwelling at 200 St. Catharine Street, to the satisfaction of the Township, which may include the cost of a peer review.
18. **That a sidewalk be provided along one side of the internal street.**

REGION OF NIAGARA CONDITIONS:

19. That, if curb-side waste collection is to be provided by the Region the draft plan shall conform to Regional Niagara Policy "Collection of Waste by Way of Entry on Private Property" to the satisfaction of the Regional Public Works Department. That the condominium/development agreement between the Township of West Lincoln and the developer include the following clauses:
  - a) To be eligible for the provision of collection service by way of entry on private properties, the private roadways must be designed to meet the requirements of the Regional Niagara Policy "Collection of Waste by Way of Entry on Private Property" (i.e. providing

through passage, minimum roadway width, throat width/curb radius, etc.) so that collection vehicles can access collection locations without the need to reverse. A cul-de-sac designed in accordance with the Region's specifications will be required for developments that do not permit through passage. The Region will consider the use of a "T" turnaround area(s), designed in accordance with the minimum dimensions as outlined in the Regional policy, as an alternative turn around method where the above requirements cannot be met. Developments unable to meet these requirements will not be eligible for Regional collection service by way of entry on private property and will, therefore, be required to obtain private waste collection services.

- b) That detailed drawings showing the path the waste collection vehicle will travel through the site to collect waste be submitted to the Regional Public Works Department for review and approval.
- c) That the developer and/or subsequent owner agree to comply with the Region of Niagara's "Collection of Waste by Way of Entry on Private Property" Policy (C3.C17) and to enter into an Indemnity Agreement with the Region.
- d) That if waste collection is not to be provided by the Region, the condominium agreement/development agreement contain a clause stating that waste collection will be the responsibility of the condominium corporation and the following warning shall be included in the condominium/development agreement and inserted in all offers and agreements of purchase and sale or lease for each dwelling unit to survive closing:

*"Purchasers/Tenants are advised that due to the site layout, waste collection for the development will be provided by the condominium corporation through a private contractor and not the Region."*

- 20. That the following warning clause shall be included in the condominium agreement or subsequent site plan/development agreement and inserted in all Agreements of Purchase and Sale or Lease for each dwelling unit:

*"Purchasers/Tenants are advised that due to the proximity of this development to a Regional Sewage Pumping Station facility located approximately 98 metres from the development property, the operation of this facility which at times may generate noise and odour may occasionally interfere with some activities of the dwelling occupants."*

- 21. That any required road allowances are dedicated to the Region of Niagara as Public Highways.
- 22. That the condominium agreement or subsequent site plan/development agreement between the Owner/Developer and the Township of West Lincoln contain a clause in wording satisfactory to the Regional Public Works Department (Development Services Division) requiring the Owner to obtain a certificate from an Ontario Land Surveyor stating that all existing and new evidence is in place at the completion of development.
- 23. That the Owner/Developer submit to the satisfaction of the Niagara Region Public Works Department (Development Services Division) detailed information as to how the existing

concrete retaining wall for the embankment adjacent to Regional Road 20 will be removed while still providing stabilization to the remaining embankment, the length of wall to be removed and how the integrity of the remaining wall will be structurally secured, and sight line lengths for both pedestrians on the adjoining walkway and vehicles accessing the Regional roadway from this development.

24. That the Owner/Developer obtain Regional Entrance and Regional Construction Encroachment Permits prior to any construction taking place within the Regional road allowance. Applications must be made through the Transportation Services Division's Permit Section of the Niagara Region Public Works Department. Access to Regional Road 20 (St. Catharine Street) must align with the proposed street access for the Olde Town Gateway Estates subdivision (Township File No.: 2T-05001) to the north to the satisfaction of the Niagara Region Public Works Department (Development Services Division).
25. That prior to final approval for registration, the Regional road improvements required to be undertaken through a cost-sharing agreement as a condition of draft plan approval for the Olde Town Gateway Estates subdivision (Township File No.: 2T-05001) on the north side of Regional Road 20 (St. Catharine Street), consisting of the reconstruction of Regional Road 20 and the municipal services therein, be completed to the satisfaction of the Niagara Region Public Works Department (Development Services Division) and that, if required, the Owner/Developer enter into an agreement with the Region for the cost-sharing of the necessary roadway improvements.
26. That the Owner/Developer promptly acknowledge (within sixty days of draft plan approval) to the Niagara Region Public Works Department (Development Services Division) that draft approval of this condominium does not include a commitment of servicing allocation by the Niagara Region as this servicing allocation will be assigned at the time of final approval of the condominium for registration purposes and any pre-servicing will be at the sole risk and responsibility of the owner/developer.
27. That immediately following (and within sixty days of) notice of draft plan approval, the Owner/Developer shall provide the Niagara Region Public Works Department (Development Services Division) with a written undertaking stating that all offers and agreements of purchase and sale, which may be negotiated prior to and after registration of this condominium, shall contain a clause clearly indicating that a servicing allocation for this condominium will be assigned until the plan is granted final approval for registration and until capacity is upgraded at the Baker Road Wastewater Treatment Plant (anticipated by December 31, 2010) and, that the purchaser will proceed at their sole risk and responsibility as the issuance of building permits may cease without prior notice due to capacity limitations at the Region's treatment facility. A similar clause shall be inserted in the condominium agreement or subsequent site plan/development agreement between the Owner/Developer and the Township of West Lincoln.

MINISTRY OF ENVIRONMENT CONDITIONS:



28. That the Owner/Developer obtain the approval of the Ministry of the Environment (Toronto office) for the proposed storm sewer outlet to Twenty Mile Creek for the storm sewer outlet for this development south of Regional Road 20 (St. Catharine Street) as well as for any stormwater management scheme.
29. That a Record of Site Condition (RSC) shall be filed on the Ministry of the Environment's Brownfields Environmental Site Registry in accordance with Ontario Regulation 153/04 under the *Environmental Protection Act* and that copies of the Phase 1 and Phase 2 Environmental Site Assessment (ESA) reports prepared by a qualified person in accordance with Ontario Regulations 153/04, site remediation and confirmatory sampling reports, if necessary, and the Ministry's written acknowledgement of the filing of the RSC be provided to the Niagara Region Public Works Department (Development Services Division) and the Township of West Lincoln.

NIAGARA PENINSULA CONSERVATION AUTHORITY CONDITIONS:

30. Mitigation measures provided in the LCA Environmental letter of May 21, 2009 and the Scoped Environmental Impact Report (February 2009) shall be incorporated into the plan.
31. That a Tree Saving Plan prepared and endorsed by a suitably qualified forester or arborist, which shall attempt to retain as many trees as possible and be prepared in accordance with the Regional Tree and Forest Conservation By-law 47-2006, be submitted to the Niagara Peninsula Conservation Authority for review and approval, with a copy provided to the Township of West Lincoln and the Niagara Region Public Works Department (Development Services Division) for information, and that the recommendations of the approved Tree Saving Plan be implemented through provisions in the condominium agreement or subsequent site plan/development agreement between the Owner and the Township of West Lincoln.
32. That a Tree Saving Plan prepared and endorsed by a suitably qualified forester or arborist, which shall attempt to retain as many trees as possible and be prepared in accordance with the Regional Tree and Forest Conservation By-law 47-2006, be submitted to the Niagara Peninsula Conservation Authority for review and approval, with a copy provided to the Township of West Lincoln and the Niagara Region Public Works Department (Development Services Division) for information, and that the recommendations of the approved Tree Saving Plan be implemented through provisions in the condominium agreement or subsequent site plan/development agreement between the Owner and the Township of West Lincoln.
33. That, the following conditions be included in the Condominium Agreement to the satisfaction of the NPCA:  
  
"That detailed sedimentation and erosion control plans be prepared for this agency's review and approval. All sediment and erosion control measures shall be maintained in good condition for the duration of the construction until all disturbed services have been stabilized. Muddy water shall not be allowed to leave the site.

Appropriate limit of disturbance fencing shall be installed to the satisfaction of the NPCA which details the amount of Significant Woodlot to be removed and ensure that all construction and site alteration takes place outside of the Significant Woodlot and the 30m buffers for the PSW and Critical Fish Habitat.

Upon completion of the project, the design engineer shall certify that all grading, storm sewers, and stormwater management controls have been constructed in general conformity to the approved drawings. Copies of the certification shall be circulated to the NPCA.”

NIAGARA PENINSULA ENERGY INC. CONDITIONS:

34. That the developer enter into a service agreement with Niagara Peninsula Energy Inc. (NPEI) to service the development. All costs associated with the supply of electrical services within the boundaries of the mentioned site will be borne by the developer.
35. That should NPEI be required to alter the existing distribution system in order to supply the area in question, they will require advanced notice of the development status. Alterations to the existing distribution system may require a separate capital contribution from the developer.

CANADA POST CONDITION:

36. That **Canada Post** approve the location of the community mailbox.

UTILITY COMPANY CONDITION:

37. That the appropriate utility company confirm that satisfactory arrangements, financial and otherwise, have been made for telephone facilities serving this draft plan of subdivision which are required by the Municipality to be installed underground; information on the utility company involved and the required confirmation shall be forwarded to the Municipality.

GENERAL CONDITION:

38. That if final approval is not given to this plan within **TWO YEARS** of the approval date and no extensions have been granted draft approval shall lapse. If the Owner wishes to request an extension to the draft approval period, a written explanation with reasons why the extension is required together with a resolution from the Township, must be received by the Township prior to the lapsing date.

CLEARANCE OF CONDITIONS

Prior to granting approval of the final plan, the Township's Planning Department will require WRITTEN notification from the following agencies that their respective conditions have been met satisfactorily:

- **The TOWNSHIP OF WEST LINCOLN PLANNING DEPARTMENT** – Conditions 1 to 5 (inclusive), 7 to 9 (inclusive), 11, 14 to 17 (inclusive), 38
- **The TOWNSHIP OF WEST LINCOLN PUBLIC WORKS DEPARTMENT** - Conditions 6, 8 to 10 (inclusive), 12, 13, 18

- **The REGIONAL NIAGARA PUBLIC WORKS DEPARTMENT (DEVELOPMENT SERVICES DIVISION)** – Conditions 19 to 27 (inclusive)
- **NIAGARA PENINSULA CONSERVATION AUTHORITY** – Conditions 30 to 33 (inclusive)
- **NIAGARA PENINSULA ENERGY INC** – Conditions 34, 35
- **MINISTRY OF ENVIRONMENT** – Conditions 28, 29
- **CANADA POST** – Condition 36
- **UTILITY COMPANY** – Condition 37

**NOTES:**

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FAX – (905) 957-3219

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Mr. Brent Julian  
Director of Public Works and Engineering  
6218 London Road  
P.O. Box 189  
Smithville, Ontario  
L0R 2A0  
Telephone – (905) 957-3346  
FAX – (905) 957-3219

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Manager Review & Approvals  
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Telephone – (800) 263-7215  
FAX – (905) 687-8056

(d) With respect to the requirements of the Regional of Niagara Planning Department contact:

Ms. Marilyn Radman, MCIP, RPP  
2201 St. David's Road, P. O. Box 1042  
Thorold, Ontario

L2V 4T7  
Telephone – (800) 263-7215  
FAX – (905) 641-5208

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L3C 3W2  
Telephone - (905) 788-3135 ext. 235  
FAX - (905) 788-1121

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Ms. Cathy Robins  
Operation Manager  
4548 Ontario Street, Unit 2  
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L0R 1B5  
Telephone 905-563-5550  
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## **5. Review of Conditions**

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---

## Memo

**To:** Shradha Arun, Senior Planner  
**From:** Jennifer Bernard, Coordinator of Engineering Services  
**Date:** April 6, 2023  
**Re:** Crossings on the Twenty North Plan of Condominium  
Conditions of Final Approval

---

In reviewing Public Works files for the Crossings on the Twenty North Plan of Condominium, it was confirmed that a Holding Zone was placed on the development because construction could not occur on the site until St. Catharines St was upgraded.

The upgrades were to be completed by the developer of the Old Town Gateway Estates Plan of Subdivision across from the site and included removal of a portion of the retaining wall, site grading and construction of an entrance and access road into the Crossings on the Twenty North site, among other works, for the purpose of a storm sewer outlet.

Public Works confirms that:

- the upgrades required to St. Catharines St were completed by Marz Homes with the Old Town Gateway Estates Subdivision; and
- There is now an entrance and access road into the Crossings on the Twenty North site so the previous concerns about site access have been resolved.

Therefore, the condition requiring the Holding Zone is no longer required from a Public Works perspective.

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN  
BY-LAW NO. 2023-XX

A BY-LAW TO AMEND ZONING BY-LAW NO. 2017-70  
AS AMENDED, OF THE TOWNSHIP OF WEST LINCOLN

WHEREAS THE TOWNSHIP OF WEST LINCOLN COUNCIL IS EMPOWERED TO ENACT THIS BY-LAW BY VIRTUE OF THE PROVISIONS OF SECTION 34 OF THE PLANNING ACT, 1990;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN HEREBY ENACTS AS FOLLOWS:

1. That, the land described as lots 20,56 and 57, Regional Road 20, Township of West Lincoln, as zoned RM2-64(H-4), is subject to this by-law.
2. THAT Map 'S5' to Schedule 'A' to Zoning By-law No. 2017- 70, as amended, is hereby amended by changing the zoning on part of the subject lands shown on Schedule 'A', attached hereto and forming part of this By-law from a Residential Medium Density-Type-2 with site specific exception 64 and holding provision 4 (RM2-64[H-4]) zone to a Residential Medium Density-Type-2 with site specific exception 64 without a holding provision(RM2-64).
3. THAT Part 13 of Zoning By-law 2017- 70, as amended, is hereby amended by removing the following holding provision from Table 28:

Temporary Use Provision #	Map #	Parents Zone(s)	Permitted Uses Subject to Holding Provisions	Holding Provisions
H-4	S5	RM2-64	All permitted <i>uses</i> of the site specific <i>zone</i> , except <i>existing uses</i> .	Upgrades to St. Catharines Street to the satisfaction of the Region of Niagara shall be completed prior to any development or site alteration.

4. THAT all other provisions of By-law 2017-70 continue to apply.
5. And that, this By-law shall become effective from and after the date of passing thereof.

READ A FIRST, SECOND AND THIRD  
TIME AND FINALLY PASSED THIS  
24<sup>th</sup> DAY OF APRIL, 2023.

MAYOR CHERYL GANANN

JOANNE SCIME, CLERK



## **EXPLANATION OF THE PURPOSE AND EFFECT OF BY-LAW NO. 2023-XX**

The RM2-64(H-4) Zone states that the Holding Symbol (H) will only be removed when the following condition have been fulfilled:

1. Upgrades to St. Catharines Street to the satisfaction of the Region of Niagara shall be completed prior to any development or site alteration

The Township has confirmed that the required condition have been completed to their satisfaction.

File: 1601-09-22  
Applicants: Dehaan Homes Inc.

DRAFT

See Map S2

