



**City of Port Colborne  
Special Council Meeting 25-20 – Public Hearing  
Monday, September 28, 2020 – 6:30 p.m.  
Council Chambers, 3<sup>rd</sup> Floor, 66 Charlotte Street**

**Agenda**

**1. Call to Order:** Mayor William C. Steele

**2. Confirmation of Agenda:**

**3. Disclosures of Interest:**

**4. Public Hearing Under the Planning Act:**

Planning and Development Department, Planning Division, Report No. 2020-123, Subject: Public Meeting Report for Official Plan & Zoning By-law Amendment Mineral Aggregate Resources & Mineral Aggregate Operation Zone

(i) Purpose of Meeting:

(ii) Method of Notice:

(iii) Explanation of Procedure to be Followed:

(iv) Presentation of Application for Official Plan & Zoning By-law Amendment:

(v) Questions of Clarification to Planning Staff:

(vi) Comments received from the Public:

(vii) Announcement Respecting Written Notice of Passage of Official Plan & Zoning By-law Amendment:

(viii) Explanation of Future Meetings:

**5. Adjournment:**

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Planning and Development Department  
Planning Division

Report Number: 2020-123

Date: September 28, 2020

**SUBJECT: Public Meeting Report for Official Plan & Zoning By-law Amendment  
Mineral Aggregate Resources & Mineral Aggregate Operation Zone**

**1) PURPOSE:**

The purpose of the report is to provide Council with information regarding a proposed Official Plan Amendment and Zoning By-law Amendment introducing new policies and provisions to regulate asphalt and cement manufacturing in the City of Port Colborne.

**2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES**

On March 9, 2020, Council approved the following:

*"That Planning and Development Department, Planning Division, Report No. 2020-25 Subject: Mineral Aggregate Operation Zone, be received for information."*

Council may recall that there was public interest regarding land use in the Zoning By-law's Mineral Aggregate Operation Zone with respect to asphalt and concrete manufacturing.

Staff are proposing new policies and regulations for Mineral Aggregate Operations by amending the Official Plan and Zoning By-law 6575/30/18.

The Official Plan is proposed to be amended by adding the following to Mineral Aggregate and Petroleum Resources Section 10.1.1 Additional Policies:

d) require site specific Zoning By-law amendments to permit ancillary land uses such as asphalt plants, cement/concrete plants and aggregate depots that blend and stockpile aggregate materials with salt and aggregate transfer except where otherwise prohibited by the policies of this Plan, subject to:

i) the protection of adjoining lands from the negative effects of a reduced water supply, noise, dust, odour, lighting and outdoor storage;

ii) the protection of the environment from negative effects of dust, chemical spills, run-off, or contamination of surface or groundwater;

iii) access being obtained directly to a road capable of carrying the anticipated truck traffic; and,

iv) notwithstanding b) above, ancillary land uses will not be permitted where they are identified as a prohibited use in accordance with the Source Water Protection policies in Section 8.3 of this Plan.

The Zoning By-law Amendment proposes to add the following to Section 2.3 Uses Prohibited in All Zones:

b) Asphalt and cement manufacturing without an amendment to this by-law.

### 3) STAFF COMMENTS AND DISCUSSIONS

Notice of this Statutory Public Meeting, held pursuant to the *Planning Act* was advertised in the Port Colborne Leader on September 4, 2020, as well for an Open House. Public notice was also posted on the City's social media.

On September 10, 2020, with assistance from the City Clerk and Planner, the City held its first virtual Open House via Zoom from 2:00 p.m. - 4:00 p.m. and via telephone from 6:00 p.m. - 7:00 p.m.

The Director of Planning & Development (City Planner) provided approximately 20 members of the public as well as Councillors Bagu, Bodner & Wells with details of the proposed amendments. All participants had the ability to make comments and ask questions to staff. Regional Councillor Butters was the only participant who called in via the telephone.

At the time of writing this report, staff has not received any agency comments.

Attached as Appendix C are all comments received from members of the public at the time of writing this report. Staff have summarized these comments as follows:

Gary Gaverluk: Not in favour of allowing asphalt or concrete manufacturing in wet pits and storage shall not be within thirty (30) meters of a body of water or within two (2) meters of the ground water table.

Barb and Larry Butters: Not in favour of any changes that allow activity below the water table or in wet pits. Allowing development such as asphalt storage recycling plants must be located in the proper location that pose little or no risk to neighbouring residents.

Jack Hellinga: Wants the Official Plan and Zoning By-law to be clear in the prohibited and permitted uses. That definitions be included for aquifer, groundwater table and the high vulnerable aquifer and that the amendment for the ZBL is specific for asphalt and cement manufacturing, but is silent on all other activities such as recycling within the ground water table.

Staff will provide Council with its recommendation report for consideration after all comments have been received, reviewed and addressed.

**4) OPTIONS AND FINANCIAL CONSIDERATIONS:**

**a) Do nothing**

Not applicable.

**b) Other Options**

Not applicable.

**5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES**

Not applicable.

**6) ATTACHMENTS**

Appendix A - Draft Official Plan Amendment  
Appendix B - Draft Zoning By-law Amendment  
Appendix C - Public Comments

**7) RECOMMENDATION**

That Planning and Development Department Report No. 2020-123, Subject: Public Meeting Report for Official Plan & Zoning By-law Amendment Mineral Aggregate Resources & Mineral Aggregate Operation Zone, be received for information.

**8) SIGNATURES:**

Prepared on September 16, 2020 by:



Dan Aquilina, MCIP, RPP, CPT  
Director of Planning and Development

Reviewed & submitted by:



C. Scott Luey  
Chief Administrative Officer

The Corporation of the City of Port Colborne

By-Law No. \_\_\_\_\_

Being a by-law to adopt amendment No. 7 to the Official Plan  
for the City of Port Colborne

Whereas it is deemed expedient to further amend the Official Plan, heretofore adopted by Council for the City of Port Colborne Planning Area;

Now therefore the Council of The Corporation of the City of Port Colborne under Section 17(22) of the *Planning Act, R.S.O. 1990*, hereby enacts as follows:

1. That Official Plan Amendment No. 7 to the Official Plan for the City of Port Colborne Planning Area, consisting of the explanatory text is hereby adopted.
2. That this By-law shall come into force and take effect on the day of passing thereof.

Enacted and passed this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
William C. Steele  
Mayor

\_\_\_\_\_  
Amber LaPointe  
City Clerk

**AMENDMENT NO. 7  
TO THE  
OFFICIAL PLAN  
FOR THE  
PORT COLBORNE PLANNING AREA**

**PREPARED BY:**

**CITY OF PORT COLBORNE  
DEPARTMENT OF PLANNING & DEVELOPMENT**

**SEPTEMBER 8, 2020**

**AMENDMENT NO. 7  
TO THE  
OFFICIAL PLAN  
FOR THE  
PORT COLBORNE PLANNING AREA**



**AMENDMENT NO. 7  
TO THE OFFICIAL PLAN  
FOR THE  
CITY OF PORT COLBORNE**

This Amendment to the Official Plan for the City of Port Colborne, which has been adopted by the Council of the Corporation of the City of Port Colborne, is hereby approved in accordance with Sections 17 and 21 of the Planning Act R.S.O. 1990, c. P.13, as Amendment No. 7 to the Official Plan for the City of Port Colborne.

Date: \_\_\_\_\_

**AMENDMENT NO. 7 TO THE OFFICIAL PLAN  
FOR THE  
PORT COLBORNE PLANNING AREA**

**INDEX**

The Statement of Components

Part A – The Preamble

Purpose  
Location  
Basis

Part B – The Amendment

Introductory Statement  
Details of the Amendment  
Implementation & Interpretation

Part C – The Appendices

1. Minutes of the Public Meeting
2. Department of Planning and Development Report

## **STATEMENT OF COMPONENTS**

### **PART A**

The Preamble does not constitute part of this Amendment.

### **PART B**

The Amendment, consisting of the following map, constitutes Amendment No. 6 to the Official Plan for the Port Colborne Planning Area.

Also attached is **PART C** – The Appendices, which do not constitute part of this Amendment. These appendices contain the background data, planning considerations and public involvement associated with this Amendment.

### **PART A - THE PREAMBLE**

#### **Purpose**

The purpose of Official Plan Amendment No. 7 is to amend Section 10 by adding the following to Section 10.1.1 Additional Policies:

d) require site specific Zoning By-law amendments to permit ancillary land uses such as asphalt plants, cement/concrete plants and aggregate depots that blend and stockpile aggregate materials with salt and aggregate transfer except where otherwise prohibited by the policies of this Plan, subject to:

i) the protection of adjoining lands from the negative effects of a reduced water supply, noise, dust, odour, lighting and outdoor storage;

ii) the protection of the environment from negative effects of dust, chemical spills, run-off, or contamination of surface or groundwater;

iii) access being obtained directly to a road capable of carrying the anticipated truck traffic; and,

iv) notwithstanding b) above, ancillary land uses will not be permitted where they are identified as a prohibited use in accordance with the Source Water Protection policies in Section 8.3 of this Plan.

#### **Location**

The lands that are designated Mineral Aggregate and Petroleum Resources are subject to this Amendment.

#### **Basis**

The Planning Act, R.S.O. 1990, as amended, provides that amendments may be made to the Official Plan. Policies of the Official Plan have been considered in the preparation of this Amendment and the following factors: 1. the policies will ensure compatibility with the surrounding land uses. 2. This Amendment is consistent with the Provincial Policy Statement, conforms to the Growth Plan for the Greater Golden Horseshoe and the Region of Niagara Official Plan.

## **PART “B” – THE AMENDMENT**

1. The Official Plan adopted by By-law 5855/109/12 and approved by the Ontario Municipal Board decision of November 25, 2013, for the Port Colborne Planning Area is hereby amended by adding the following to Sections 10:

d) require site specific Zoning By-law amendments to permit ancillary land uses such as asphalt plants, cement/concrete plants and aggregate depots that blend and stockpile aggregate materials with salt and aggregate transfer except where otherwise prohibited by the policies of this Plan, subject to:

i) the protection of adjoining lands from the negative effects of a reduced water supply, noise, dust, odour, lighting and outdoor storage;

ii) the protection of the environment from negative effects of dust, chemical spills, run-off, or contamination of surface or groundwater;

iii) access being obtained directly to a road capable of carrying the anticipated truck traffic; and,

iv) notwithstanding b) above, ancillary land uses will not be permitted where they are identified as a prohibited use in accordance with the Source Water Protection policies in Section 8.3 of this Plan.

## **IMPLEMENTATION AND INTERPRETATION**

The implementation and interpretation of this amendment shall be in accordance with the respective policies of the Port Colborne Official Plan.

## **PART C – THE APPENDICES**

The following appendices do not constitute part of Amendment No. 7 but are included as information to support the Amendment.

APPENDIX I – Minutes of the Public Meeting dated September 28, 2020

APPENDIX II – Department of Planning & Development Report 2020-124 (future recommendation report)

Zoning By-law Amendment

The Corporation of the City of Port Colborne

By-Law No. \_\_\_\_\_

Being a By-law to Amend Zoning By-law 6575/30/18 Regarding  
Asphalt and Cement Manufacturing

Whereas By-law 6575/30/18 is a by-law of The Corporation of the City of Port Colborne restricting the use of land and the location and use of buildings and structures; and

Whereas the Council of The Corporation of the City of Port Colborne desires to amend the said by-law;

Now therefore The Corporation of the City of Port Colborne under Section 34 of the *Planning Act, R.S.O. 1990*, hereby enacts as follows:

1. That Section 2.3 Uses Prohibited in All Zones be amended by adding:
  - b) Asphalt and cement manufacturing without an amendment to this by-law.
2. That this by-law shall come into force and take effect on the day that it is passed by Council, subject to the provisions of the *Planning Act*.
3. The City Clerk is hereby authorized and directed to proceed with the giving notice of the passing of this by-law, in accordance with the *Planning Act*.

Enacted and passed this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
William C. Steele  
Mayor

\_\_\_\_\_  
Amber LaPointe  
City Clerk

Mr. Dan Aquilina:

Thank you again for the opportunity to participate in the online Open House.

As per your request I am sending my comments in writing.

I believe that when it comes to specific details to "Prohibited Uses" (Not Allowed) where ground water sources are at risk as they are exposed within the above mentioned operations, those restrictions must be spelled out in detail for everyones understanding, transparency and in the simplest of terms.

That being said for both fully active aggregate operations and for decommissioned aggregate operations.

To be included as reference for future licensing applications.

Therefore: SPECIFIC TO CONCRETE AND ASPHALT - PROHIBITED USES (Not Allowed) - PUTTING WET PITS AT RISK OF CONTAMINATION

- ASPHALT:
  - Recyclable Asphalt shall not be stored within thirty (30) meters of a body of water or within two (2) meters of the ground water table.
  - Recycling operations of Asphalt shall not be done within thirty (30) meters of a body of water or within two (2) meters of the ground water table.
  - The manufacturing of Asphalt and or Asphalt products shall not be done within thirty (30) meters of a body of water or within two (2) meters of the ground water table.
  
- CONCRETE:
  - Recyclable Concrete shall not be stored within thirty (30) meters of a body of water or within two (2) meters of the ground water table.
  - Recycling operations of Concrete shall not be done within thirty (30) meters of a body of water or within two (2) meters of the ground water table.
  - The manufacturing of Concrete and or Concrete products shall not be done within thirty (30) meters of a body of water or within two (2) meters of the ground water table.

Respectfully,

Gary B. Gaverluk

Please accept this letter as my comments to be added to public meeting ( as per conversation in evening with Dan Sept 10 )

My concerns have not changed re: quarry operations as it pertains to activity below the water table or in a "wet Pit " . It is important to understand , acknowledge , and then protect the vulnerable aquifer that supplies water to thousands of residents , farms and businesses in rural Niagara and beyond .

Any changes that allow activity below the water table or in wet pits is ill advised and irresponsible. To risk source water in such a way endangers us all as well as future generations .

I urge caution and restrictive language that considers first and foremost the protection of our source water - the aquifer when creating any changes to bylaw

I urge our staff and council to think ahead and protect future generations from easily avoidable contaminants in source water - the aquifer

Development of business opportunities are important , aggregate is important to the province and there needs to be a balance of interests . Allowing such development ( asphalt storage recycling plants example ) must be located in the right place - posing little or no risk to neighbouring residents and their homes and families .

Good rules in place allows for that balance .

We depend on all of you to approach this with the best interests of all of us in mind , in the present and future generations ..it well may be the most important long reaching decision you will make in this term .

On another note , I must say the process for this important issue leaves a lot to be desired . I was unable to access the zoom meeting in afternoon , i do not believe this is an appropriate manner to deal with it . You will all remember the chamber being full anytime these issues are raised . So limited access to an open public meeting is falling short of democratic process in my opinion . I do not fault staff in any of this , only to urge a more fullsome opportunity to deal with this in the near future . Perhaps a venue where people can gather , masks and Social distancing can be accomplished safely , one in which everyone is aware of everyone's comments , presentations and participation ...this was woefully inadequate and must be remedied .

My thanks for your attention to this matter

Residents of ward 4 - Barbara and Larry Butters  
1152 Weaver rd  
Port Colborne On  
L3K 5V3

## Comments on OP and ZBL amendments for MAO zoning

City of Port Colborne

September 28, 2020

There have been concerns of the wording and the interpretation of the permitted and prohibited uses in the MAO zone since 2017.

It is recognized that mineral extraction is a vital component of built infrastructure and building construction.

It is further recognized that the City of Port Colborne sits on a major geological formation of high quality aggregate.

It is also recognized that the Provincial Ministry of Natural Resources and Forestry (MNR) has jurisdiction over *NEW* applications for *mineral extraction* under the Aggregate Resources Act (ARA) recently amended and reissued as O. Reg. 466/20. ARA 466/20 has added a definition for below the water table (Clause 1.01 (2) (b), and protection from certain activities within 2 m of the ground water table Clause 2. 0.13 (29) ARA 466/20 Clause 2 0.13 (30) provides that the municipality may have restrictions for related activities, and which should be reflected in MAO zone as not all areas zoned are under ARA license.

Mineral Aggregate Resources in Port Colborne are extensive in that they extend along the Onondaga Escarpment from the Wainfleet border on the west to the Fort Erie border on the east. The OP and ZBL must address all of these potential aggregate sites through appropriate MAO zoning.

The City of Port Colborne has the authority and responsibility under the Planning Act, PPS 2020, and ARA 466/20, to control the secondary and affiliated uses in the Mineral Aggregate Operations (MAO) zone in the Official Plan (OP) and Zoning ByLaw (ZBL). The City of Port Colborne has the authority and responsibility to protect the environment, including the ground water, from activities that can cause harm to the environment and ground water resources.

There have been numerous conflicting opinions on whether certain uses in MAO zones are permitted or prohibited. These opinions are not only different between two readers, but evidenced by the same person(s) having made different interpretations.

The OP and ZBL must be clear in the prohibited and permitted uses in ALL zones, and the current versions of the OP and ZBL do not identify whether the listed general prohibited uses or zone specific permitted uses take precedence.

The OP requires protection of the Source Water under the Clean Water Act and the Source Water Protection Act, but is silent on Groundwater protection, even though it is a requirement under the Provincial Policy Statement (PPS) 2020. The proposed wording for the amendment of the OP does not correct this omission.

Section 12 – Definitions of the OP has related definitions for High Vulnerable Aquifer, Vulnerable (water), Mineral Aggregate Operations, Negative Impacts, but does not include Noxious (uses).

The current definition of MAO includes much more than aggregate extraction, and includes recycling of mineral aggregate products and derived products.

The proposed amendment for the ZBL is specific for asphalt and cement manufacturing, but is silent on all other activities such as recycling within the ground water table.



In Section 38 – Definitions, there are NO definitions for Aquifer, Groundwater, Ground Water Table, High Vulnerable Aquifer.

In the ZBL the definition of MAO allows Manufacturing *and* Recycling, and the definition of Noxious Uses excludes MAO as a noxious use.

#### SUMMARY

In order to allow for only one interpretation of the OP and ZBL :

- The OP and ZBL must identify the priority of prohibited and permitted uses
- The OP and ZBL must define all the terms used in the documents
- The OP and ZBL must be precise in the uses allowed and prohibited in a MAO zone consistent with the intent of Provincial Regulations
- The OP and ZBL must afford protection of the environment and groundwater from all potential activities where such activities are not addressed in Provincial Regulations but required in PPS 2020 and ARA O. Reg. 466/20
- The OP and ZBL should reflect the intent of the Interim Control ByLaw passed by the City of Port Colborne in 2018

Respectfully submitted,  
Jack S Hellinga

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**City of Port Colborne  
Regular Meeting of Council 26-20  
Monday, September 28, 2020 – 6:30 p.m.  
Council Chambers, 3<sup>rd</sup> Floor, 66 Charlotte Street**

**Agenda**

**Notice:** Council will meet through electronic participation in accordance with Bill 137, the Municipal Emergency Act in order to keep the health and safety of our community as a priority. If you wish to provide public comments regarding an item on the agenda please submit to [deputyclerk@portcolborne.ca](mailto:deputyclerk@portcolborne.ca) by noon on Monday, September 28, 2020.

Watch the Council Meeting streaming live on our [YouTube Channel](#).

1. **Call to Order:** Mayor William C. Steele
2. **Introduction of Addendum Items:**
3. **Confirmation of Agenda:**
4. **Disclosures of Interest:**
5. **Adoption of Minutes:**
  - (a) Regular meeting of Council 23-20, held on September 24, 2020.
  - (b) Special meeting of Council 24-20, held on September 24, 2020.
  - (c) Special Committee of the Whole 06-20 held on September 17, 2020.
6. **Determination of Items Requiring Separate Discussion:**
7. **Approval of Items Not Requiring Separate Discussion:**
8. **Delegations/Presentations:**
  - (a) Presentation:  
Sharon Schilz, Centre Manager, Port Colborne YMCA Re: Port Colborne YMCA Re-Opening Plan, Phase One (Page No. 25)
9. **Consideration of Items Requiring Separate Discussion:**
10. **Proclamations:**
  - (a) Fire Prevention Week, October 4 – 10, 2020

**11. Minutes of Boards, Commissions & Committees:**

- (a) Minutes of the Port Colborne Historical & Marine Museum Board of Management of February 18, 2020

**12. Consideration of By-laws:**

**13. Adjournment:**

## Council Items:

Notes	Item	Description / Recommendation	Page
WCS MB EB RB GB FD AD DK HW	1.	<p><b><u>Chief Administrative Officer Department, Report 2020-134, Subject: COVID-19 Update #6</u></b></p> <p>That Chief Administrative Officer Report No. 2020-134, Subject: COVID-19 Update #6, be received for information.</p>	33
WCS MB EB RB GB FD AD DK HW	2.	<p><b><u>Planning and Development Department, Planning Division, Report 2020-63, Subject: Meadow Heights Subdivision Agreement Amendment – Phase 2</u></b></p> <p>That the amending Agreement to the Meadow Heights Subdivision attached as Appendix A, be approved; and</p> <p>That the Mayor and Clerk be authorized to sign the amending Agreement and that it be registered on title to the lands.</p>	37
WCS MB EB RB GB FD AD DK HW	3.	<p><b><u>Planning and Development Department, Planning Division, Report 2020-118, Subject: Joint Agency Review Team Public Liaison Committee (JARTPLC)</u></b></p> <p>That Council approve the Terms of Reference for the Joint Agency Review Team Public Liaison Committee (JARTPLC) attached hereto as Appendix A.</p>	121
WCS MB EB RB GB FD AD DK HW	4.	<p><b><u>Engineering and Operations Department, Engineering Division, Report 2020-128, Subject: By-Law Revision – Parking Restrictions on Bell Street</u></b></p> <p>That Council direct staff to amend Parking and Traffic By-Law 89-2000 to add new restrictions to “No Stopping” limitations on Bell Street as outlined in this report.</p>	125
WCS MB EB RB GB FD AD DK HW	5.	<p><b><u>Engineering and Operations Department, Engineering Division, Report 2020-130, Subject: Traffic Safety Review – Intersection of Stanley Street and Wood Lane</u></b></p> <p>That Council receive Engineering and Operations Department, Engineering Division Report No. 2020-130, Subject: Traffic Safety Review – Intersection of Stanley Street and Wood Lane, for information.</p>	131

WCS RB AD	MB GB DK	EB FD HW	6.	<p><b><u>Engineering and Operations Department, Engineering Division, Report 202-131, Traffic Safety Review – Intersection of King Street and Sugarloaf Street</u></b></p> <p>That Council direct staff to remove vegetation from City property, to move the westbound stop bar location, install “Trail Crossing” warning signs, and include the realignment of the pedestrian crossing in the upcoming Port Colborne Cruise Ship Berthing Facility project.</p>	133
WCS RB AD	MB GB DK	EB FD HW	7.	<p><b><u>Corporate Services Department, Financial Services Division, Report No. 2020-132, Subject: Tangible Capital Asset Policy</u></b></p> <p>That the Tangible Capital Asset Policy attached to Corporate Services Department, Financial Services Division, Report No. 2020-132 as Appendix A – Tangible Capital Asset Policy, be approved.</p>	137
WCS RB AD	MB GB DK	EB FD HW	8.	<p><b><u>Corporate Services Department, Financial Services Division, Report No. 2020-133, Subject: Debt Management Policy</u></b></p> <p>That the Debt Management Policy attached to Corporate Services Department, Financial Services Division, Report No. 2020-133 as Appendix A – Debt Management Policy, be approved;</p> <p>That the reserve transfer and internal financing related to the balloon payment as described in Corporate Services Department, Financial Services Division, Report No. 2020-133, be approved.</p>	147
WCS RB AD	MB GB DK	EB FD HW	9.	<p><b><u>Memo from Councillor Donna Kalailieff Re: Request for rehabilitation of helicopter pad at Urgent Care Centre</u></b></p> <p>That Council request that the helicopter pad at the Port Colborne Urgent Care Centre be rehabilitated and put back into service to assist during medical emergencies; and</p> <p>That this request be sent to the Niagara Hospital Services Board of Directors for consideration and approval.</p>	159
<b>Resolutions resulting from Committee of the Whole Meeting</b>					
WCS RB AD	MB GB DK	EB FD HW	10.	<p><b><u>2021 Budget Development Process and City Finances</u></b></p> <p>That the 2021 Budget Development Process and City Finances presentation, be received for information.</p>	161

WCS	MB	EB	11.	<p><b>Corporate Services Department, Financial Services Division, Report No. 2020-125, Subject: 2021 Capital and Related Projects Budget</b></p> <hr/> <p>That the Corporate Service Department, Financial Services Division, Report No. 2020-125, Subject: 2021 Capital and Related Projects Budget, be received; and</p> <p>That the 2021 Capital and Related Projects Budget as outlined in Report 2020-125, be approved and that the projects identified in the 2021 Capital and Related Projects Budget can begin immediately where feasible.</p>	173
RB	GB	FD			
AD	DK	HW			
<b>Miscellaneous Correspondence</b>					
WCS	MB	EB	12.	<p><b>Memorandum from Thomas B. Cartwright, City Fire Chief Re: Request for Proclamation of Fire Prevention Week, October 4 -10, 2020</b></p> <hr/> <p>That the week of October 4 – 10, 2020 be proclaimed as “Fire Prevention Week” in the City of Port Colborne in accordance with the request received from Thomas B. Cartwright, City Fire Chief.</p>	197
RB	GB	FD			
AD	DK	HW			
<b>Outside Resolutions – Requests for Endorsement</b>					
WCS	MB	EB	13.	<p><b>Town of Amherstburg Re: AODA Website Compliance Extension Request</b></p> <hr/> <p>That the resolution received from the Town of Amherstburg Re: AODA Website Compliance Extension, be received for information.</p>	201
RB	GB	FD			
AD	DK	HW			
WCS	MB	EB	14.	<p><b>Town of Amherstburg Re: Request for Consideration of Amendments to Bill 108 Re: The Ontario Heritage Act</b></p> <hr/> <p>That the resolution received from the Town of Amherstburg Re: Request for Consideration of Amendments to Bill 108 Re: The Ontario Heritage Act, be received for information.</p>	203
RB	GB	FD			
AD	DK	HW			
<b>Outside Resolutions – Requests for Endorsement</b>					
Nil.					
<b>Responses to City of Port Colborne Resolutions</b>					
Nil.					


**Consideration of By-laws  
(Council Agenda Item 11)**

<b>By-law No.</b>	<b>Title</b>
6822/72/20	Being a By-law to Authorize Entering into an Amendment to Subdivision Agreement between The Corporation of the City of Port Colborne and 1399908 Ontario Inc.
6823/73/20	Being a By-law to Establish a Joint Agency Review Team Public Liaison Committee
6824/74/20	Being a By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne at its Special and Regular Meetings of September 28, 2020






## Port Colborne YMCA – Reactivation Plan



- Phase One Reactivation Schedule
- Outdoor Fitness Classes
- Highlights of Safety Measures and Protocols
- What to Expect Video
- Questions and Comments



## Phase One Reactivation Schedule – Gym 1



**Port Colborne YMCA**  
Phase 1 Reactivation Schedule  
Effective September 30, 2020


**PHASE 1 REACTIVATION HOURS OF OPERATION & GYMS SCHEDULE**

**Operating Hours**  
Closed daily for cleaning: 12:00-1:00pm & 4:00-5:00pm  
Monday - Friday: 8:00am - 8:00pm  
Saturday: 8:00am - 4:00pm  
Sunday: Closed

**Pool Hours**  
Monday - Friday: 9:00am - 12:00pm & 5:00pm - 8:00pm  
Saturday: 9:00am - 12:00pm & 1:00pm - 3:00pm  
Sunday: Closed

**GYM 1 SCHEDULE**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		Basketball 8:00-10:00am			
Basketball 10:00am-12:00pm	Basketball 10:00am-12:00pm		Pickleball 10:00am-12:00pm		Basketball 10:00am-12:00pm
Pickleball 1:00-4:00pm	Pickleball 1:00-4:00pm			Pickleball 1:00-4:00pm	Basketball 1:00pm-4:00pm
Basketball 5:00-8:00pm	Basketball 5:00-8:00pm	Basketball 5:00-8:00pm	Basketball 5:00-8:00pm	Basketball 5:00-8:00pm	



## Phase One Reactivation Schedule – Gym 2

### GYM 2 SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Cardio Mix 9:15-10:00am	AquaFit 9:05-9:50am		Arriba 9:15-10:00am	AquaFit 9:05-9:50am	Strength 9:15-10:00am
		Strength 10:15-11:00am		Yoga 10:15-11:00am	
	Gentlefit 1:00-1:45pm	Yoga 1:00-1:45pm		Gentlefit 1:00-1:45pm	
Strength 5:45-6:30pm		Arriba 5:45-6:30pm			
	Cardio Mix 6:15-7:00pm		Cardio Mix 6:00-6:45pm		

• SCHEDULES ARE SUBJECT TO CHANGE •



## Phase One Reactivation Schedule - Aquatics

### PHASE 1 REACTIVATION AQUATICS INFORMATION & SCHEDULE

The change rooms are closed with the exception of limited access for pre-booked swimmers only.

The pool is open for Lane Swims and AquaFit classes.

A Lane Swim and AquaFit spot is booked using EZ Facility in 60-minute blocks of time. This includes arrival, use of a change stall, a cleansing shower (required before entering the pool), 45 minutes of swim time, and exit.

Swimmers should arrive with their suit on at the top of the hour and be prepared to exit the pool after their 45 minutes of swim time so disinfection can take place.

Lane swim times can be used for swimming lengths, water walking, therapeutic exercise with one person per lane.

Swimmers may be asked to complete a swim test.



## Phase One Reactivation Schedule - Aquatics

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Lane swim 9:00am-12:00pm	AquaFit 9:05-9:50am  Lane swim 10:00am-12:00pm	Lane swim 9:00am-12:00pm	Lane swim 9:00am-12:00pm	AquaFit 9:05-9:50am  Lane swim 10:00am-12:00pm	Lane swim 9:00am-12:00pm
Closed	Closed	Closed	Closed	Closed	Closed
					Lane swim 1:00-3:00pm
Lane swim 5:00-8:00pm	Lane swim 5:00-8:00pm	Lane swim 5:00-8:00pm	Lane swim 5:00-8:00pm	Lane swim 5:00-8:00pm	Closed



## Phase One Reactivation Schedule – General Information

**Masks must be worn upon entry to the facility, and worn while moving about, but may be removed ONLY when using equipment or engaged in exercise.**

### GENERAL INFORMATION

The change rooms are closed with the exception of limited access for pre-booked swimmers only.  
 Members are expected to physically distance themselves in the facility.  
 Please do not bring valuables with you to the YMCA as there will be no locker use.  
 Members should arrive dressed in their exercise gear —coat racks will be provided adjacent to each workout area.  
 Members should bring their own water bottle and towel as there is no towel service at this time.  
 Water bottle filling stations will be available.  
 There are no drop ins, day passes or guest passes, access is only available to YMCA of Niagara members at this time.

### CLEANING CLOSURES:

Please note we are closed everyday from 12:00-1:00 PM, and 4:00-5:00 PM for deep cleaning and disinfection of our facility and equipment.

### PRE-BOOKED CLASSES & ACTIVITIES

The following classes and activities must be pre-booked using EZ Facility:

- Fitness Classes | indoors/outdoors weather dependant
- Lane Swim | 60 minutes including change time
- Basketball Nets | 30-minute time blocks (max 2 consecutive), one person per net, must bring your own ball
- Pickleball | 60-minute time block



## Phase One Reactivation Schedule – General Information

### HEALTH CHECK

A health check, including a temperature check, is required prior to entering the facility.

Each member **MUST** complete the digital health check up to two hours prior to arriving at the Y.

Visit [ymcaofniagara.org/screening](https://ymcaofniagara.org/screening) and complete the health check. Be prepared to show your mobile green screen upon entering the YMCA where you swipe your membership card to enter.

Health checks can also be completed in person upon arrival.

### FITNESS CENTRE

For your convenience the Fitness Centre does not need to be booked in advance.

For physical distancing, the Fitness Centre will have a maximum number of members able to attend per hour.

Fitness staff on the floor will help members to navigate available equipment and space.

We appreciate your patience and understanding as we adhere to physical distancing standards.

As a courtesy to all members, we ask you to limit your visits to 60 minutes once per day.

### USING EZ FACILITY

Once you activate your membership, you will be sent a link to create your unique login for EZ Facility.

To book a session, go to [ymcaofniagara.org/ezfacility](https://ymcaofniagara.org/ezfacility).

Input your login information.

Click the "Book Sessions" tab in the left navigation bar, take a look at the available classes and activities.

Select "Book" beside your choice.

You will then be sent a confirmation email with your booking.

Please note, you can book your session up to seven days in advance.

### MORE INFORMATION

Every day from 1:00pm – 2:00pm is reserved for Seniors only.

Financial Assistance is available. For more information, please email [customerservice@niagara.ymca.ca](mailto:customerservice@niagara.ymca.ca).

During Stage One, members 13+ will be permitted to use the facility. All memberships for those under the age of 13 will remain on hold.



## Free Outdoor Fitness Classes



- Free outdoor fitness classes started in August
- Classes include Cardio Mix, Yoga, Gentle Fit, Strength and Arriba,
- 35 participants, over 200 visits



## Port Colborne YMCA Highlights of Safety Measures and Protocols

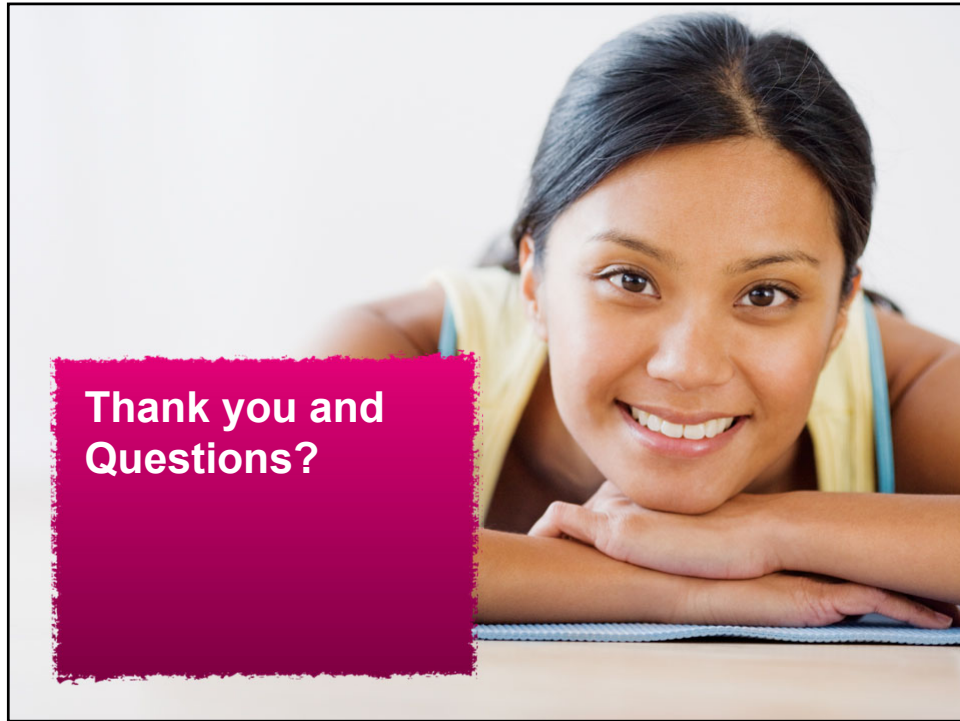
- Plexi glass barriers at Membership Desks
- Health checks prior to entry
- Contactless scan-in stations
- Single one-way directional entry and exit arrows
- Physical distancing measures to maintain 2 meters between other people
- Increased sanitization and disinfection
- Increased hand-sanitizing stations
- Masks worn by all members and staff (may be removed when one is settled into their workout station)
- No change rooms open at this time (with some exceptions for swimmers)
- Limited building access and capped fitness class sizes to support physical distancing
- No Day Passes, Guest Passes or Swim Passes during this first phase



## What to Expect Video

<https://www.youtube.com/watch?v=yxfltRWUON4&feature=youtu.be>





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Report Number: 2020-134

Date: September 28, 2020

Subject: COVID-19 Update #6

**1) PURPOSE:**

This CAO generated report is provided as a follow up to the COVID-19 pandemic update that was provided to City Council on August 24, 2020.

**2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES**

The City's Emergency Operations Centre (EOC) was activated in response to the COVID-19 pandemic on March 13, 2020 by bringing together the City's Emergency Control Group (ECG). The COVID-19 pandemic continues to affect the nation and the City continues to prepare, respond, and plan recovery from the impacts of the pandemic to the municipality. As described in a previous staff report, the City's response is based on four principles:

- Maintaining essential City services to the community throughout the emergency;
- Continuing to ensure the safety and security of the public and City staff;
- Ensuring the organization remains financially stable throughout COVID-19; and
- Continuing to remain consistent in the City's actions with the actions of other agencies.

In order to respond appropriately to the impacts of the pandemic and adhere to these principles, the City's response has been divided into three phases:

- First phase – initial response and precautions for users and staff
- Second phase – maintaining essential services
- Third phase – recovery and reopening

Currently, the City is in the third phase, recovery and reopening, as staff continue to execute plans that were developed for reopening the City's programs, services, and facilities.

**3) STAFF COMMENTS AND DISCUSSIONS**

The City continues to maintain essential services during the COVID-19 pandemic. In recent months more services, programs, and facilities have reopened; the City has moved beyond maintaining essential services and now offers almost all municipal services that were available prior to the pandemic, albeit often with precautions in place. The precautions in place to protect the community and staff have been described in past reports. These precautions remain in place and are actively being monitored, evaluated,

As Council is aware, Council and Planning Department meetings have resumed in a revised format. Likewise, sub-committees of Council have resumed meetings in a revised format in accordance with the City's Health and Safety Policies/Procedures.

### **Fire Station**

The City's full-time fire fighters are considered essential workers and their shift schedule was not interrupted due to the pandemic. Some office staff at the fire station were assigned to work in separate areas or work remotely early in the pandemic to ensure that physical distance was maintained and that, if someone became ill, the virus did not spread through the workplace. Currently, all office staff have returned to the workplace. The workplace is considered open; however, it is seldom necessary to have the public attend the facility. On the occasions that this is required staff allow the public to attend as needed after completing a COVID screening and observing City-mandated precautions.

### **Operations Centre**

All Operations Centre employees are reporting daily and working at the facility. The facility is considered open on an 'appointment only' basis. The facility regularly hosts staff meetings, visitors from outside agencies, and deliveries. The public is restricted from entering unattended and may enter for appointments when accompanied by a staff member and following COVID precautions that are in place.

### **Roselawn**

The Roselawn Centre for the Living Arts remains closed to the public due to the pandemic. The City has ceased renting the facility to outside users and Lighthouse Theatre, the operator of the theatre, has cancelled the 2020 theatre season.

### **Vale Health & Wellness Centre**

The City's ice surfaces, walking track and YMCA and bocce club closed at the beginning of the pandemic. In August, staff installed one ice surface as part of the Province's phased recovery. Staff are currently preparing the second ice surface for use and expect to have it available in October. The Health & Wellness Centre is currently open, with safety precautions in place for users and staff will continue to implement the approved recovery plan for the facility. The Port Colborne Bocce Club has plans to resume the use of their facility inside the Health & Wellness Centre and the YMCA plans to re-open on a limited basis at the start of October. Staff from the YMCA are available to present at the September 28 Council meeting in order to share their re-opening plan with City Council.

### **Sugarloaf Harbour Marina**

The City's marina opened in early June, about 3 weeks after the usual opening date. The marina opened on an 80% capacity basis and remains open for the remainder of the typical boating season. The marina is fully staffed with full-time, seasonal, and student

employees. The existing staff complement was supported by Community & Economic Development Department staff that were reassigned from other divisions.

### **Visitors' Centre**

The Visitors' Centre did not open in 2020. The student employees that typically staff the facility were not recruited in 2020.

#### **4) OPTIONS AND FINANCIAL CONSIDERATIONS:**

The Provincial and Federal Government have announced COVID relief funding for municipalities. Port Colborne will receive \$622,700 in Phase 1 funding. The City may be eligible for a second phase of funding that could equal the amount of Phase 1 funding. Based on financial decisions made at the outset of the pandemic and this relief funding, the Financial Services Division is forecasting a balanced budget for 2020. The Financial Services Division will be presenting further financial updates as part of the City's budget process in the months to come, including the proposed uses of COVID relief.

##### **a) Do nothing.**

Not applicable.

##### **b) Other Options**

Not applicable.

#### **5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES**

Not Applicable.

#### **6) ATTACHMENTS**

None.

#### **7) RECOMMENDATION**

That Chief Administrative Officer Report No. 2020-134, Subject: COVID-19 Update #6 be received for information.

8) **SIGNATURES**

Prepared on September 17, 2020 and respectfully submitted by:

A handwritten signature in black ink, appearing to read "C. Luey", followed by a period.

C. Scott Luey  
Chief Administrative Officer

Report Number: 2020-63

Date: September 28, 2020

**SUBJECT: Meadow Heights Subdivision Agreement Amendment – Phase 2**

**1) PURPOSE:**

The purpose of the report is to obtain Council's approval to once again amend an existing Subdivision Agreement between the City and 1399908 Ontario Inc. to allow for the development of new residential lots.

**2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES**

As Council is aware, Meadow Heights Subdivision is located in the City's northwest Urban Area and is bounded by the Barrick Heights Plan of Subdivision to the south, Elm Street to the east, the Loyalist Industrial Park to the north and the Rosedale Draft Plan of Subdivision and Hawthorne Heights to the west.

The Meadow Heights Plan of Subdivision was registered in 1991 and allows for a mixture of large and small sized single-detached lots, semi-detached and townhouse dwelling units. The plan first was approved for 413 dwelling units (267 single detached dwellings, 94 semi-detached units; and 52 townhouse units). In 1994, the plan was amended to allow for 8 more dwelling units.

The subdivision agreement permitted development in 4 Phases; the first being a large phase consisting of 240 dwelling units.

In 2000, Kingsway Investment Ltd. (1399908 Ontario Inc.) purchased the subdivision land and made amendments to the subdivision agreement to recognize new ownership/mortgagee, revision of Phase 1 and acknowledgement that development charges have been paid in full.

On November 27, 2017, Council approved an amendment to the Meadow Heights Subdivision through By-law 6536/103/17. The approval allowed for the refinement of Phase 2 to be developed in two stages. Stage 1 was for 26 lots and Stage 2 for 52 lots. The amending agreement was for Stage 1.

**3) STAFF COMMENTS AND DISCUSSIONS**

The approved amendment agreement required securities to be in place in order for the City to sign and execute the agreement. This is a standard requirement for all subdivision

agreements in order to guarantee construction. It also allows authorization to the developer that work can begin.

The agreement was never executed as 1399908 Ontario Inc. did not provide all of the required securities. The City was only in receipt of \$24,000 in securities whereas all other agreements required \$1,000,000.

In the spring of 2018, staff became aware that the work being conducted on the property was causing drainage issues in the backyards of properties along Apollo Drive.

Staff also became aware that the construction company performing the work on the property was not being paid for their work, and subsequently stopped working and pursued legal action.

In early 2019, Engineering and Operations undertook some safety measures with barricading the property and the drainage work.

In the summer of 2019, the developer and their consultants, Upper Canada Consultants, met with City staff and the public to address issues related to topography, road work, stormwater management, drainage, the design and height of a wall.

Based on comments received from the neighbouring home owners, the proposed retaining wall has been moved 1.5m into the proposed lots to allow for maintenance on both sides of the retaining wall by the future home owner. The height of the proposed retaining wall has been reduced from 1.2m to maximum height of 0.6m (2ft). Upper Canada have also added additional storm drainage catch basins to ensure that surface drainage is contained on the proposed lots and does not adversely impact the adjacent neighbouring properties.

One item raised by the public was a request for a board on board fence along the rear property lines of existing Hillcrest Road owners (82 to 138 Hillcrest Road). This was not agreed to by the developer on their revised engineering drawings.

The matter of new fencing in new subdivisions between existing and single family homes was recently raised by the Area Planners. Several municipalities face the same situation and no municipality has a requirement for new fencing to be installed. Similar to Port Colborne, the requirement of fencing for new development is when there is a difference in land use or density.

Upper Canada Consultants have provided the required information on behalf of 1399908 Ontario Inc. to enable the subdivision agreement to be amended. A revised servicing, easement and stormwater/grading plan along with securities have been reviewed by staff.

#### **4) OPTIONS AND FINANCIAL CONSIDERATIONS:**

##### **a) Do nothing**

Doing so would not amend the Subdivision Agreement as requested.

**b) Other Options**

Although not recommended, Council could request changes for consideration.

**5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES**

Not applicable.

**6) ATTACHMENTS**

Appendix A – Amendment to the Subdivision Agreement

Appendix B – Draft By-law

**7) RECOMMENDATION**

That the amending Agreement to the Meadow Heights Subdivision attached as Appendix A, be approved; and

That the Mayor and Clerk be authorized to sign the amending Agreement and that it be registered on title to the lands.

**8) SIGNATURES**

Prepared on September 16, 2020 by:



Dan Aquilina, MCIP, RPP, CPT  
Director of Planning and Development

Reviewed and Respectfully Submitted:



C. Scott Luey  
Chief Administrative Officer

Reviewed by:



Steve Shypowskyj  
Acting Director of Engineering and Operations

**CITY OF PORT COLBORNE**  
**AMENDMENT TO SUBDIVISION AGREEMENT**

**THIS AGREEMENT** made this        day of        , 2020  
and authorized by Bylaw        for the City of Port Colborne.

BETWEEN

**1399908 ONTARIO LTD.**

Hereinafter called the **OWNER** of the **FIRST PART**;

AND

**THE CORPORATION OF THE CITY OF PORT COLBORNE**

Hereinafter called the **CITY** of the **SECOND PART**;

AND

**1379296 ONTARIO INC.;**

Hereinafter called the **MORTGAGEE** of the **THIRD PART**;

**WHEREAS** the lands described in Schedule "A" were subject to an Agreement dated the 3<sup>rd</sup> of May, 1990 between CIFA Developments Inc., Lehndorff Investors Services Limited and The Corporation of the City of Port Colborne and registered as Instrument No. LT 077615 on January 29, 1991 which is hereinafter referred to as the "original Subdivision Agreement";

**AND WHEREAS** the lands described in Schedule "A" were subject to an amending Agreement dated the 28<sup>th</sup> of September, 2000 between 1399908 ONTARIO LTD, CIFA Developments Inc., and The Corporation of the City of Port Colborne and registered as Instrument No. LT 166874 on September 29, 2000 which is hereinafter referred to as the "existing Subdivision Agreement";

**AND WHEREAS** 1399908 Ontario Ltd. obtained title to the lands on or about March 21, 2000 and owns the lands described on Schedule "A";

**AND WHEREAS** the Owner has assumed all of the obligations of the original and existing Subdivision Agreement;

**AND WHEREAS** the Owner desires to amend the original Subdivision Agreement to enable development of a portion of the lands described in Schedule "A" and hereinafter known as the "revised Phase 2 Stage 1 and Phase 2 Stage 2"



**AND WHEREAS** the Owner desires to amend the existing Subdivision Agreement to enable development of revised Phase 2 Stage 1 and Phase 2 Stage 2 by replacing the phasing plan, grading plan; street lighting plan and cost estimates;

**NOW THEREFORE** this agreement witnesseth that in consideration of the City approving this amending agreement, and in consideration of the sum of \$1.00 of lawful money of Canada now paid by the Owner to the City (the receipt whereof is hereby by the City acknowledged), the Parties hereto mutually covenant and agree as follows:

1. The parties hereto acknowledge that each of the foregoing recitals is true and correct as of the date hereof.
2. The parties hereto agree that the following clauses of the original or the existing Subdivision Agreement are hereby amended:
  - 2.1 Clause 1. of the original Subdivision Agreement entitled Definitions and Clauses 1.1 to 1.11 inclusive be deleted and Clauses 2.1 to 2.6 inclusive on the existing Subdivision Agreement be deleted and replaced with:

**2.2 Definitions**

In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

**2.3 “Agreement”** means this Subdivision Agreement.

**2.4 “Assumption By-Law for Primary Services”** means a by-law passed by the Council of The Corporation of the City of Port Colborne forthwith after the Director of Engineering and Operations has approved in writing the Certificate of Final Acceptance for Primary Services, assuming ownership of and responsibility for all Primary Services constructed by the Developer pursuant to the terms of this Agreement and the approved Plans, SAVE AND EXCEPT the following Primary Services:

- a) the streets and roadways constructed by the Developer within the Plan of Subdivision;
- b) the noise attenuation requirements; and
- c) the utility services other than the streetlights.

**2.5 “Block”** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.

**2.6 “Assumption By-Law for Secondary Services”** means a by-law passed by the Council of The Corporation of the City of Port Colborne forthwith after the Director of Engineering and Operations has approved in writing the Certificate of Final Acceptance for Secondary Services, assuming ownership of and responsibility for:

- a) all Secondary Services constructed by the Developer; and
- b) the streets and roadways constructed by the Developer within the Plan of Subdivisions.

**2.7 “Building Permit”** means a permit issued by the Chief Building Official of The Corporation of the City of Port Colborne approving an application for the construction, reconstruction or alteration of any building or structure for which such permit is required pursuant to the provisions of By-Law 129-90 and amendments thereto.

**2.8 “Certificate of Final Acceptance for Primary Services”** means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Engineering and Operations at the expiration of the Maintenance Warranty Period for Primary Services setting out the Primary Services being accepted by the City and indicating the date of final acceptance of such Works.

**2.9 “Certificate of Final Acceptance for Secondary Services”** means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Engineering and Operations issued at the expiration of the Maintenance Warranty Period for Secondary Services setting out the Secondary Services being accepted by the City and indicating the date of final acceptance of such Works. The Certificate of Final Acceptance for Secondary Services.

**2.10 ‘Chief Building Official’** means the Chief Building Official for the Corporation of the City of Port Colborne or his designate appointed pursuant to the Building Code Act.

**2.11 “Completion Certificate for Primary Services”** means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Engineering and Operations upon satisfactory completion of all Primary Services, the approval date of which shall start the Maintenance Warranty Period for such Primary Services.

**2.12 “Completion Certificate for Secondary Services”** means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Engineering and Operations upon satisfactory completion of all Secondary Services, the approval date of which shall start the Maintenance Warranty Period for such Secondary Services.

**2.13 “Consulting Engineer”** shall mean the person or persons registered with the Association of Professional Engineers of the Province of Ontario, who for the time being is or are employed by the Developer to provide engineering services on behalf of the Developer for the Plan of Subdivision.

**2.14 “Council”** means the Council of The Corporation of the City of Port Colborne.

**2.15 “Developer”** shall mean the applicant for the approval of a Plan of Subdivision and the registered owner or owners in fee simple of the lands for which the Plan of Subdivision is proposed and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.

**2.16 “Director of Community and Corporate Services”** means the Director of Community and Corporate Services for The Corporation of the City of Port Colborne or his designate.

**2.17 “Director of Engineering and Operations”** means the Director of Engineering and Operations for The Corporation of the City of Port Colborne or his designate.

**2.18 “Easements”** shall mean the easements described in Schedule "B" hereto, which forms part of this Agreement.

**2.19 “Final Default”** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the City, as provided in Section 15 hereof.

**2.20 “Front Lot Line”** means the lot line that divides a Lot from the street; provided, however, that:

- a) in the case of a corner lot, the shortest Street Line shall be deemed to be the front lot line and the longest Street Line shall be deemed to be the side lot line; and
- b) in the case of a corner lot with two Street Lines of equal length, the lot line that abuts the wider street or abuts a Regional Road or highway shall be deemed to be the front lot line, and in the case of both streets being under the same jurisdiction or of the same width, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line.

**2.21 “Grading Conformance Certificate”** means the Certificate identified in Section hereof.

**2.21 “Frontage of Lot”** means the horizontal distance between the side lot lines measured along the Front Lot Line, but where the Front Lot Line is not a straight line or where the side lot lines are not parallel, the lot frontage is to be measured by a line 7.5 metres back from and parallel to the chord of the lot frontage, and for the purpose of this paragraph the chord of the lot frontage is a straight line joining the two points where the side lot lines intersect the Front Lot Line.

**2.22 “Letter of Credit”** shall mean any municipal standby irrevocable Letter of Credit drawn upon a Chartered Bank posted with and in a form acceptable to the City pursuant to this Agreement. The municipal standby irrevocable Letter of Credit shall contain a provision which automatically renews it from year to year unless the Bank

gives thirty (30) days advance written notice of its intention not to renew.

**2.23 “Letter of Occupancy”** means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling, as required by Section 12.6 hereof.

**2.24 “Local Improvements”** shall include utilities, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the Local Improvements Act or the Municipal Act.

**2.25 “Lot”** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.

**2.26 “Lot Grading Deposit”** means a deposit of security as specified in Subsection 20.11(b) hereof.

**2.27 “Lot Grading Plan”** means a plan for the grading of a Lot as required in Subsection 20.11 hereof.

**2.28 “Maintenance Warranty Period”** means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Primary Services or Secondary Services, as the case may be, which period is defined in Section 11.6 hereof.

**2.29 “Party”** shall mean a party to the Agreement and the successors or permitted assigns.

**2.30 “Plan of Subdivision”** shall mean the Plan of Subdivision of the Lands described in Schedule “A” hereto ultimately approved for registration by the City and registered on title pursuant to the provisions of the Planning Act.

**2.31 “Plans”** shall mean all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director of Engineering and Operations prior to execution of this Agreement by the City.

**2.32 “Pre-Servicing”** means the installation of Works prior to registration of this Agreement.

**2.33 “Primary Services”** shall mean the following municipal services required to be constructed by the Developer:

- a) municipal sanitary sewer system;
- b) municipal storm sewer system, storm drainage and storm water management facilities sufficient in the opinion of the Director of Engineering and Operations to provide safety and protection from undue inconvenience

- to the general public;
- c) municipal water system, including fire hydrants;
- d) municipal streets and roadways of final design width with granular base, base course asphalt and concrete curbs and gutters;
- e) street signs and traffic control signs and devices;
- f) rough grading of the Lands;
- g) Noise berm, wall or fence required to mitigate noise within the lands described in Schedule "A" annexed hereto; and all Utility Services.

**2.34 "Region"** means The Corporation of the Regional Municipality of Niagara.

**2.35 "Reserve Strip"** shall mean a parcel of land conveyed by the Developer to the City in fee simple, free of encumbrances, abutting a Street Line and separating the street from the next abutting lot or block, for the purpose of preventing legal access from the said street to the said next abutting lot or block.

**2.36 "Secondary Services"** shall mean all municipal services required to be constructed by the Developer not defined as "Primary Services", and without limiting the generality of the foregoing, shall include:

- a) top course roadway asphalt;
- b) sidewalks;
- c) paved driveway aprons;
- d) footpaths;
- e) fencing;
- f) sodding of boulevards;
- g) landscaping; and
- h) tree plantings.

**2.37 "Storm Water Management Report"** means an approved storm water management report and specifications prepared by the Developer in accordance with Section 10.10 of this Agreement.

**2.38 "Street Line"** means a lot line dividing a Lot from a street and is the limit of the street or road allowance.

**2.39 "Subdivision"** means the division of a parcel of land into lesser parcels by means of a registered Plan of Subdivision.

**2.40 "Supervision"** means the full-time inspection and administration of the Works for the express purpose of enforcing the provisions of this Agreement and providing certification of the Works in accordance with Section 6.

**2.41 "City"** means The Corporation of the City of Port Colborne.

**2.42 "Treasurer"** means the Director of Community and Corporate Services for The

Corporation of the City of Port Colborne or his designate.

**2.43 “Utility Services” means:**

- a) all electrical distribution and street lighting systems, complete; if applicable, all gas services, complete;
- b) all telephone services, complete; and all co-axial services, complete.

**2.44 ‘Works’** means all Primary Services and Secondary Services, both internal and external, and all construction, erection, installation and engineering required to service the Lands in accordance with the terms of this Agreement and the approved Plans.

**3.0** Clause 2. of the original Subdivision Agreement entitled Schedules to Agreement be amended by the addition of the following references:

- SCHEDULE “A” - Description of Lands
- SCHEDULE “B” - Lands Conveyed for Public Purposes
- SCHEDULE “C” - Additional Site Conditions
- SCHEDULE “D” - Roads
- SCHEDULE “E” - Sanitary Sewers
- SCHEDULE “F” - Storm Sewers and Surface Drains
- SCHEDULE “G” - Watermains
- SCHEDULE “H” - Sidewalks
- SCHEDULE “I” - Streetlights
- SCHEDULE “J” - Subdivision Deposit
- SCHEDULE “K” - Subdivision Phase 2, Stage 1
- APPENDIX “A” - Plans, Profiles and Specifications

**4** That Clause 3 of the Original Subdivision Agreement entitled General be deleted and replaced with the following:

**4.1 GENERAL PROVISIONS**

**4.2 Notices**

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner hereinafter set out, in writing addressed in the case of:

- a) the City c/o Dan Aquilina, to City Hall, 66 Charlotte Street, Port Colborne, Ontario L3K 3C8 Facsimile 905-835-2939;
- b) the Developer, to Ray Khanna, Kingsway Investments Ltd.  
105 Main Street East, Suite 1510  
Hamilton, ON L8N 1G6 Facsimile 905-526-7200

The giving of such written notice shall be deemed to be complete, where notice is given by personal service, on the day that the serving of written notice is completed, and where notice is given by prepaid registered mail, two (2) days after the date of mailing, and where notice is given by telephone transmission of a facsimile of the notice, on the day that the transmission of the written notice is completed.

#### **4.3 Binding on Heirs, etc.**

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

#### **4.4 Section 67 Planning Act**

The Developer agrees to be bound by the penalty provisions set forth in Section 67 of the *Planning Act*, R.S.O. 1990, c.P.13, and amendments thereto.

#### **4.5 Applicable Laws**

- c) In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of any governmental or other public authorities having jurisdiction at any time from time to time enforced. Without limiting the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and The *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- d) The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the City if at any time the City considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the City may take action to remedy the situation at the expense of the Developer and in this regard the City shall also be entitled to draw upon any security filed by the Developer under this Agreement.

#### **4.6 Severance of Ultra Vires Terms**

If any term of this Agreement shall be found to be *ultra vires* the City, or otherwise unlawful, such term shall conclusively be deemed to be

severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.

#### **4.7 Incontestability**

The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, before any court or administrative or other tribunal, the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition thereof, and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

#### **4.8 Time of the Essence**

Time shall be of the essence of this Agreement.

#### **4.9 Certificate of Status**

Prior to execution of this Agreement by the City, the Developer shall deliver to the City a Certificate of Status issued by the Ontario Ministry of Consumer and Commercial Relations verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.

#### **4.10 Mortgagee's Postponement**

The Developer hereby agrees to procure, register and provide to the City any postponement agreements which the City solicitor considers necessary to ensure that this Agreement shall have priority over any interest of a mortgagee in the Lands.

#### **4.11 Notice to Purchasers**

The Developer shall notify or cause to be notified each and every purchaser of a Lot or Lots of all Works contracted by the Developer, the Developer's obligations to maintain the Works and all other conditions covered by this Agreement by providing a complete and accurate summary of same and shall cause such information to be fully recorded in any Offer to Purchase or Agreement of Purchase and Sale entered into by the Developer.

5 That Clauses 4. through 4.5 from the Original Subdivision Agreement be deleted and replaced with the following:

#### **6 LANDS REQUIRED FOR MUNICIPAL PURPOSES**



6.1 The Developer shall convey to the City, in fee simple, free from all encumbrances, such other land as may be required in connection with services necessary for the development of the lands described in Schedule "A" attached hereto, which said additional lands conveyed for Public Purposes are described in Schedule "B" attached hereto.

6.2 The Developer shall transfer the lands referred to in Section 8.1 above in a neat and tidy condition, free from all debris and trash and in a condition including all necessary improvements completed to the satisfaction of the Council.

6.3 The Developer covenants and agrees, at its expense, to obtain and grant to the City, prior to final approval of the subdivision, easements required for the construction of services described in the Schedules attached hereto, in accordance with the City's standard easement agreement form, satisfactory to the City Solicitor. The Developer shall also grant such easements as required by other utility companies or commissions for the installation of their plant.

### **EASEMENTS FOR MUNICIPAL PURPOSES**

6.4 The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the City such easements as may be required for the installation and construction of services or development of the Lands in accordance with Schedule "B" annexed hereto.

6.5 The Developer shall convey to the City or to such public utility company or commission or cable television company as the City may direct, easements required for utility and/or coaxial purposes in accordance with Schedule "B" annexed hereto. All such easements shall be prepared to the complete satisfaction of the City, and if required by the City, any such utility or cable television company.

6.6 The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the City, including Primary Services, Secondary Services and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the Director of Engineering and Operations and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the City has passed the Assumption By-Law for Secondary Services.

7.0 That Clause 5. through 15. of the original Subdivision Agreement commencing at and entitled Engineering and Inspections be deleted and replaced with:

### **7.1 SERVICING PLANS AND SPECIFICATIONS**

7.2 All Plans and specifications must be approved in writing by the Director of Engineering and Operations prior to the execution of this Agreement by the City and the Developer commencing construction of any of the Works.

7.3 The Developer shall submit to the Director of Engineering and Operations three (3) copies of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.

7.4 It is understood and agreed the Director of Engineering and Operations in his appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario, established specifications and standards adopted by the City or existing practices and standards as may from time to time be established or amended by the City by its officials or agents. The City may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.

7.5 No approval by the Director of Engineering and Operations shall operate as a release by the City of any liability of the Developer which, but for such approval, might exist or hereafter arise.

7.6 All Plans shall be prepared and stamped by a Consulting Engineer or an Ontario Land Surveyor licensed to practice in the Province of Ontario.

## **STAGING**

7.7 It is agreed between the parties hereto that the works to be constructed under this Agreement are to proceed in phases numerically in accordance with Schedule "N(2)" attached hereto. Further, the provisions of this Agreement with respect to the construction of said works, security deposit, the acceptance of the work by the City, the maintenance period, building permits and other matters contained within this Agreement shall be applicable separately for each Stage. Prior to commencement of subsequent Stages, the Developer agrees to update Schedule "J" – Subdivision Deposit with current cost estimates concurrent with the year construction is to be completed for each Stage after Stage 1 in order to provide the necessary Security Deposits for those Stages.

## **8 ENGINEERING AND INSPECTION**

### **8.1 Consulting Engineer**

The Developer shall employ a competent and qualified Consulting Engineer, approved by the Director of Engineering and Operations, to:

- e) carry out all necessary soil investigations to the satisfaction of the Director of Engineering and Operations;
- f) design all Works required to be completed by this Agreement;
- g) prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Director of

Engineering and Operations for approval prior to installation or construction of such Works;

- h) obtain from the Director of Engineering and Operations details regarding the form and scale of the plans and profiles prior to their preparation;
- i) obtain and provide the City with all necessary approvals prior to installation or construction of the Works and prior to execution of this Agreement;
- j) prior to execution of this Agreement by the City, prepare and furnish the Director of Engineering and Operations with estimates of the cost of installation and construction of the said Works;
- k) if required, prepare contract documents and call tenders for installation and construction of the said Works;
- l) prepare and supply the City with Progress Payment Certificates;
- m) provide full time resident inspection and contract administration of all Works covered by this Agreement;
- n) maintain all records for the installation and construction of the said Works and submit "as constructed" records in electronic form to the Director of Engineering and Operations prior to approving the Completion Certificate for the Works as per the following:
  - i) all reports will be prepared in Microsoft Word and/or Excel and all drawings will be created in AutoCAD (2012) and the latest version of ESRI ArcGIS. Ownership of both hard copies and digital copies must be transferred to the City upon completion of the Works. Metric units are to be used;
  - ii) mapping and associated database information is to be provided in ERSI (.shp) shapefile with object data attached. All information is to be tied to UTM coordinates using the standard NAD83 (Zone 17) datum and should be accompanied by supporting files (font files and plot files) if applicable. Please note that graphical images (.pdf, .cdr, .tif) and CAD files are not considered an acceptable GIS format.
- o) upon completion of installation and construction of the Works, supply the City with a certificate verifying that the Works were installed and constructed in accordance with the approved Plans and specifications;

- p) provide the Director of Engineering and Operations with individual record sheets of all sewer and water services location and depth;
- q) when requested by the Director of Engineering and Operations, accompany him on his inspections of the Works;
- r) supervise construction of all Works on a full time basis, including any remedial work the Director of Engineering and Operations may require;
- s) test all services and verify to the Director of Engineering and Operations, in writing, that all testing has been completed in accordance with the appropriate requirements;
- t) provide building elevations for construction purposes; and
- u) certify, in writing, to the Director of Engineering and Operations, as to the actual cost of all Works completed, prior to the City approving a Completion Certificate for such Works or reducing any Letter of Credit.

**8.2** All Primary, Secondary and Utility Services shall be installed, constructed, inspected and tested under the direct supervision of the Developer's Consulting Engineer at the sole expense of the Developer.

**8.3** The Developer's Consulting Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Director of Engineering and Operations. All sanitary and storm sewers must be inspected and videoed via closed circuit television (CCTV) prior to final acceptance by the City. Complete CCTV reports in the latest format to be provided to City upon completion with as-built documents.

**8.4** The Director of Engineering and Operations or his designate shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Director of Engineering and Operations. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Director of Engineering and Operations.

**8.5** The City shall inspect all works as deemed necessary to ensure that the works are being constructed in accordance with the plans and specifications approved by the City, to the Engineer's satisfaction. This inspection shall be in addition to the inspection provided by the Developer's Consulting Engineer, and shall in no way relieve the Developer or its Consulting Engineer of any responsibility with regard to supervision and inspection or the proper completion of the work. The Developer shall pay the full cost of engineering inspection by the City.

**8.6** The City shall inspect all materials and appurtenances prior to installation to ensure conformance with latest City approved material/manufacture lists. Any items deemed unacceptable are to be tagged or otherwise identified as “unacceptable”, and removed from site immediately. Any items deemed “unacceptable” will be replaced at the expense of the Contractor. Replacement item(s) shall be examined for conformance to the specifications by the City.

**8.7** The Director of Engineering and Operations shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Director of Engineering and Operations.

**9** *That Clauses 6 to 6.4 from the Original Subdivision Agreement titled Tenders and Contractors be deleted and replaced with the following:*

### **TENDERS, INSURANCE & BONDING**

**9.1** If required by the City, the Developer shall call for tenders for the Works in accordance with the City’s Purchasing Policy (By-law No. 3687/113/98). Where the City requires the Developer to call for tenders, any tender proposed to be accepted by the Developer shall not be accepted until same has been approved in writing by the Director of Engineering and Operations.

**9.2** Prior to commencement of any Works, the Developer shall, at his sole expense, provide the City with:

- v) a copy of the contractor’s Performance and Maintenance Bond and Labour and Material Payment Bond each for one hundred percent (100%) of the contract sum, if required. The aforesaid Bonds shall unconditionally guarantee to the Developer and the City that the Works will be satisfactorily completed and maintained within the terms of the contract, this Agreement and the approved Plans up to the face value of the bond. Without limiting the generality of the foregoing, such Bonds shall cover extensions to the contract, modifications thereof, and the Maintenance Warranty Period. The bonding company shall not replace a prime contractor or sub-contractor without prior written approval of the Director of Engineering and Operations. Bonding companies are subject to acceptance by the City;
- w) a certified copy of the Developer’s third party All Perils and Liability Insurance Policy naming the City as an additional insured in a form satisfactory to the City as follows:
  - i) the policy is to be written on the comprehensive form including contractual liability and complete operations with an inclusive limit of five million dollars (\$5,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);

- ii) the Liability Insurance Policy shall not contain any exclusions for damage to property, support of any property, building or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise and shall not contain an exclusion for blasting;
  - iii) the Standard Automobile Policy shall cover both owned and non-owned vehicles with inclusive limits of not less than two million dollars (\$2,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);
  - iv) excess umbrella liability coverage of four million dollars (\$4,000,000.00) for all risks included in (i) and (ii) above shall be provided with a retained limit up to ten thousand dollars (\$10,000.00);
  - v) "Cross Liability" and "Severability of Interest" clauses or endorsements shall be provided;
  - vi) an endorsement will be provided to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City from the insurer;
  - vii) the premium for the said policies shall be paid initially for a period of two (2) years and the policy shall be renewed for further one-year periods until all Works required under this Agreement are installed and assumed by the City;
  - viii) The policy of insurance shall not be construed as relieving the Developer from responsibility for the deductibles or other or larger claims, if any, for which the Developer or City may be held responsible;
- x) a certificate from the Worker's Safety Insurance Board certifying the contractor is in good standing with the Board; and
  - y) satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

**10. That Clauses 7 to 7.14 titled Installation of Services** from the Original Subdivision Agreement be deleted and replaced with the following:

## **10.1 SERVICES**

### General

- a) Where the Plan of Subdivision is serviced by a secondary means of egress or emergency access to be constructed by the Developer, an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such secondary means of egress or emergency access, road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.
- b) Where it is necessary to use a secondary means of egress or emergency access to be constructed by the Developer or an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.
- c) The Developer shall not change, or do any work that will prejudicially effect, any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Director of Engineering and Operations, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the City from any claim arising from such damage.
- d) The Developer shall keep all portions of the development well, properly and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the City from any claim arising from said damage.
- e) The Developer covenants and agrees to carry out all Works necessary to service the Plan of Subdivision in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the City, its servants or agents, may, at the City's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Plan of Subdivision. The cost of any such work performed by or at the instruction of the City, shall be paid by the Developer on demand, and without limiting any of its remedies at law or in equity, the City may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in

*The Municipal Act* and with the same priorities as taxes that are overdue and payable.

- f) The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, both within the Plan of Subdivision and elsewhere.
- g) All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as dust free as possible and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the City's requirements and to the satisfaction of the Director of Engineering and Operations.
- h) All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Director of Engineering and Operations, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer's or its contractor's vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Director of Engineering and Operations make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Director of Engineering and Operations remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the City's requirements and to the satisfaction of the Director of Engineering and Operations.
- i) The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation Bell Canada, Consumer's Gas, Enbridge Gas, Canadian Niagara Power Inc., Regional Cable Television (Central) Inc., Niagara Regional Broadband Network, etc.) of the approximate date of construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Director of Engineering and Operations, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or



any other public utility works as necessary and as approved by the Director of Engineering and Operations, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.

- j) The City disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other utilities, services and structures owned by the City or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said pipes, conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such pipes, conduits, tracks, utilities and structures, and to inspect the public records of the various City Departments having recognizance and control of pipes, conduits and sewers, and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer's responsibility to consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be notified immediately by the Developer and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Director of Engineering and Operations.
- k) The Developer agrees to keep boulevards and Easements graded and free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial, gas and hydro-electric installations, and other utility works.
- l) The Developer shall remove from all road allowances in the Plan of Subdivision, any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Director of Engineering and Operations, and further, shall remove from the Lands any unkempt, diseased or infested trees, vines or bushes. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the City to the Developer, the City may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the City may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

- m) The Developer shall not remove any topsoil from the Lands without first obtaining written approval from the Director of Engineering and Operations.
- n) All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the City's specifications therefor at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.
- o) The Developer acknowledges and agrees, notwithstanding the complete installation of services in the subdivision as authorized by the City, that the City will not be held liable for any stoppage or delay of the registration of the Plan or the issuance of Building Permits for the lots in the Plan.

**11. Survey Monuments to be Preserved**

The Developer agrees:

- a) all survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved; and if any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of the person or persons responsible for establishing said survey monuments or related markings.

**12. City's Right to Enter and Repair**

- a) The City shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:
  - i) without notice to the Developer where, in the sole opinion of the Director of Engineering and Operations, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and
  - ii) where repairs to or maintenance of the said Works has not been completed within twelve (12) hours after written notice requiring such repairs or maintenance has been delivered to the Developer.
- b) The decision of the Director of Engineering and Operations that repairs, remedial work or maintenance to the said Works is required or that an emergency state exists requiring immediate repair or

maintenance shall be final, conclusive and incontestable. Such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the City or an assumption by the City of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement.

- c) The cost of any repair or maintenance work (including professional fees) undertaken by the City pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the City within thirty (30) days after a statement of account therefor has been delivered to the Developer. If the Developer fails to pay the amount due to the City within such thirty (30) day period, the City may and is hereby expressly authorized by the Developer to deduct the amount owing to the City for such repairs or maintenance from any monies or Letters of Credit deposited with the City.
- d) Repairs or maintenance undertaken by the Developer pursuant to this subsection, shall be completed in the presence of the Director of Engineering and Operations or his representative.

**13. Services to be Co-ordinated**

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be coordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

**14 Land Use Sign**

The Developer agrees to erect, to the satisfaction of the Director of Engineering and Operations, a 2.5m x 2.5m Land Use Sign prior to the commencement of construction of the Works, which shall indicate the proposed and abutting street system, lot patterns, sidewalk layout and land uses. The Developer further agrees to make available all such information and related servicing structures to prospective buyers.

**15 Interim Works**

The Developer agrees and acknowledges that, until the Director of Engineering and Operations affixes his signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer's risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

## **16 Roads**

- a) The Developer agrees to perform and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Engineering and Operations.
- b) Any existing road damaged during the development of the Plan of Subdivision shall be restored by the Developer, to the complete satisfaction of the Director of Engineering and Operations, prior to approval of the Certificate of Completion for Primary Services.
- c) The roads shall be named to the satisfaction of the City.

## **17 Sanitary Sewer System**

- d) If required by the City, and prior to execution of this Agreement by the City, the Developer shall undertake a review of existing downstream sanitary sewer system to ensure the capacity of the system is sufficient for the increase in flows from the Plan of Subdivision. In the event the downstream system is inadequate for the flow increase from this Subdivision, upgrading of those facilities will be the financial responsibility of the Developer and the Work required and/or necessary to upgrade such facilities shall be completed by the Developer as part of development of this Plan of Subdivision to the complete satisfaction of the Director of Engineering and Operations.
- e) The Developer shall construct a sanitary sewer system, including service laterals from the sewer main to the Street Line and other appurtenances, to adequately service the Lands. All sanitary sewers, including upgrading of downstream facilities if deemed necessary by the City, shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Engineering and Operations, the Region of Niagara Public Works Department and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the City's most recent specifications therefor.
- f) All sanitary sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:
  - i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;
  - ii) forthwith after final paving of the streets has been completed; and

- iii) upon receipt of any written notice from the Director of Engineering and Operations.
- g) All sanitary sewer Works shall be tested, and if necessary re-tested, and the method and time of testing shall be to the satisfaction of the Director of Engineering and Operations.
- h) All sanitary sewer Works shall be inspected and videoed via closed circuit television to the satisfaction, and upon any written notice from, the Director of Engineering and Operations and prior to assumption of the sanitary sewer Works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Engineering and Operations, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Engineering and Operations, be required.
- i) Prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Engineering and Operations with “as constructed drawings” and complete CCTV Reports showing the location and depth of the sanitary sewer lateral constructed to service each Lot.
- j) Prior to registration of the Plan, the Region shall confirm that adequate sanitary sewage allotment is available.
- k) The Developer agrees to perform and complete all sanitary sewer Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Engineering and Operations.

**18. Storm Drainage System**

- l) The Developer agrees to construct a storm drainage and storm water management system to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Director of Engineering and Operations, the Region of Niagara Public Works Department, the Region of Niagara Public Works Department, the Niagara Peninsula Conservation Authority (NPCA) and the Ministry of the Environment, and construction and materials used therein shall be in accordance with the City’s most recent specifications therefor.
- m) All storm sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:

- i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;
  - ii) forthwith after final paving of the streets has been completed; and
  - iii) upon receipt of any written notice from the Director of Engineering and Operations.
- n) All storm sewer Works shall be inspected and videoed via closed circuit television to the satisfaction of, and upon any written notice from, the Director of Engineering and Operations and prior to assumption of the storm sewer Works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Engineering and Operations, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Engineering and Operations, be required.
- o) Prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Engineering and Operations with “as constructed drawings” and complete CCTV Reports showing the location and depth of the storm sewer lateral constructed to service each Lot.

**19. Stormwater Management System**

- a) The Developer agrees that prior to the City executing this Agreement the Developer shall prepare and provide a Storm Water Management Report which shall be submitted for approval by the Director of Engineering and Operations, the Ministry of the Environment, the NPCA and the Region of Niagara Public Works Department, indicating the following:
- i) the manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the Provincial guidelines contained in “Stormwater Management Practices Planning & Design Manual - June 1994” (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;
  - ii) an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the storm water management system must provide Level 1 protection for downstream fisheries and resources); and

- iii) an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the "Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites" May 1987 and the latest revision thereof or such more stringent standards as may be applicable.
- b) The Developer shall prepare and provide a Subdivision Grading Plan in accordance with Section 10.21 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands. The 100-year flood level shall be plotted on the Plan to ensure that all structural development will be located above this elevation.
- c) The Developer agrees to implement the Storm Water Management Plan, as approved by the NPCA including the approved grading and drainage plans, any required erosion and flood protection works, and all NPCA requirements.
- d) The Developer agrees to carry out or to have carried out all storm water management techniques and Works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Subdivision Grading Plan and Storm Water Management Plan to the complete satisfaction of the Director of Engineering and Operations and the Region of Niagara Public Works Department.

**20. Water Distribution System**

- a) The Developer shall construct a complete water supply and distribution system, including valves, valve boxes, fire hydrants, service connections, curbstops and boxes, blow-offs and ground hydrants as may be required for the purpose of servicing the Plan for Subdivision. The water distribution system shall be constructed according to the Plans approved by the Director of Engineering and Operations or the Region of Niagara Public Works Department and the Ministry of the Environment if required, and the construction and materials used therein shall be in accordance with the City's most recent specifications therefor.

- b) The Developer shall install, charge, test and maintain fire hydrants as required by the approved Plans and specifications in accordance with this Agreement to the complete satisfaction of the Port Colborne Fire Department and the Director of Engineering and Operations.
- c) The water supply and distribution system shall be designed to accommodate residential and fire flows with the minimum size of 150 mm in diameter.
- d) All water mains shall be flushed, chlorinated, pressure tested and bacterial tested in accordance with City Standards and to the satisfaction of the Director of Engineering and Operations prior to approval of the Completion Certificate for Primary Services.
- e) The Developer shall, prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, supply the Director of Engineering and Operations with "as constructed drawings" showing the location and depth of the water connections constructed to service each of the Lots.

#### **20.1 Sidewalks**

The Developer shall, at its sole expense, construct concrete sidewalks in accordance with the approved Plans filed and specifications therefor.

#### **20.2 Fencing**

The Developer shall, at its sole expense, construct fencing in accordance with the approved Plans filed and specifications therefor.

#### **20.3 Street and Traffic Signs**

- a) The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Engineering and Operations during the construction period.
- b) The Developer shall pay for all permanent street and traffic signs and other traffic control devices required by the approved Plans and to the satisfaction of the Director of Engineering and Operations. The Developer shall be responsible to install all permanent street and traffic signs to the current standards of the City.

#### **20.4 Electrical Distribution System and Street Lighting**

- a) The Developer shall arrange with Canadian Niagara Power Inc. (CNPI) for the design, provision and installation of all electrical transmission and distribution system and streetlighting system required to service all of the Lots shown on the Plan with electrical



power in accordance with the plans and specifications therefor approved by CNPI and the Director of Engineering and Operations. All such facilities shall be installed underground unless specific external systems are approved by CNPI and the Director of Engineering and Operations. The cost of providing such facilities shall be borne by the Developer.

- b) The Developer shall arrange with CNPI for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to CNPI upon receipt of a statement of account therefor.
- c) Prior to the Director of Engineering and Operations approving the Certificate of Final Acceptance for Primary Services, the Developer shall deliver to the City satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the City, and upon Council passing the Assumption By-Law for Primary Services the City will assume the street lighting system into the City's street light inventory.
- d) The Developer will supply the City with 3 spare fixtures including but not limited to poles, arms, luminaires and mounting hardware for replacement inventory.

#### **20.5 Utility Services**

- a) All Utility Services required to service the Plan of Subdivision, including, without restricting the generality of the foregoing, hydro service, telephone cables and coaxial cables, shall be installed underground from the source with pad-mounted transformers. All Utility Services shall be installed and constructed prior to the Director of Engineering and Operations approving the Certificate of Completion for Primary Services.

## **20.6 Mail Delivery**

- a) The Owner agrees to install a concrete pad at final approved grade in accordance with the requirements of Canada Post to facilitate the installation of Community Mail Boxes. The location of the concrete pads are subject to approval by Canada Post and the Engineer.
- b) The Owner agrees to identify the concrete pads on the engineering servicing drawings. The pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.
- c) The Owner agrees to determine the location of all centralized mail facilities in cooperation with Canada Post and to post the location of these sites on appropriate maps, information boards and plans.

## **20.7 Tree Plantings**

- a) In order to maintain a high standard of amenity and appearance, the Developer, its heirs, executors, administrators, successors and assigns hereby undertake and agree to retain the maximum number of trees within the lands consistent with good design and conservation practices and to deposit a Letter of Credit with the City, to guarantee the total cost of purchasing, planting and maintaining trees within the Plan in accordance with the following:
  - i) The Owner agrees to plant one tree in the front yard of each lot within the plan, 1.5 metres from the front lot line. The location shall be on private property and not interfere with the alignment of the services to the property.
  - ii) Trees shall be 50mm caliper or more and a height of 1.8 metres or more, balled and bur lapped at planting and be of such varieties as Red Maple, Red Oak, Redmond or Little Leaf Linden, Redspire or Chantecleer Ornamental Pear, Shademaster Honeylocust, London Planetree and Princeton Sentry Gingko or such other compatible variety, as approved by the City.
- b) In accordance with Schedule "J" annexed hereto, prior to registration of this Agreement by the City, the

Developer shall provide a security in the form of a Letter of Credit to the City for Tree Planting within the subdivision, to cover the cost of purchasing, planting and maintaining trees within the Plan.

#### **20.8 Driveways**

- a) Each Lot shall be serviced with a driveway approach constructed in accordance with the Plans filed to the complete satisfaction of the Director of Engineering and Operations.
- b) All driveway approaches (aprons) between the curb line and the sidewalk, or in the absence of a sidewalk, between the curb line and the Street Line shall be installed and paved by the Developer in accordance with the approved plans and specifications therefor prior to the Director of Engineering and Operations approving the Completion Certificate for Secondary Services.

#### **20.9 Landscaping**

- a) The Developer shall grade and place a minimum of 100mm of topsoil together with number one nursery sod on all portions of road allowances in the Plan of Subdivision not covered by asphalt or sidewalks and along all sides of the Plan of Subdivision abutting on adjacent existing streets. All sodding as herein described shall be considered as part of the cost of construction of services for the Plan of Subdivision, and shall be completed prior to the Director of Engineering and Operations approving the Completion Certificate for Secondary Services.
- b) All drainage ditches, major overland flow drainage swales and depressions within the Plan of Subdivision shall be sodded with number one nursery sod prior to the City issuing any building permits. The Developer shall maintain all sod until Council passes the Assumption By-Law for Secondary Services.

#### **20.10 Subdivision Grading and Drainage**

- a) Unless otherwise approved or required by the City, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:

- i) the City has agreed in writing to such alteration or removal; and
  - ii) the City has approved the Subdivision Grading Plan pursuant to the terms of this Agreement and the City's Lot Grading and Drainage Policy, By-Law 2464/80/90 and amendments thereto.
- b) Prior to execution of this Agreement by the City or commencing any phase of development, and in accordance with the City's Lot Grading and Drainage Policy, By-Law No. 2464/80/90 and amendments thereto, the Developer shall prepare and provide the City, as part of the engineering drawings, a Subdivision Grading Plan for the purpose of controlling the overall drainage pattern in the Plan of Subdivision. The Subdivision Grading Plan shall be prepared in conformance the City's Lot Grading and Drainage Policy, By-Law 2464/80/90 and amendments thereto.
- c) The following grading works shall be completed prior to the issuance of any Building Permits:
  - i) construction and sodding of all major overland flow drainage swales and other erosion control devices to the satisfaction of the Director of Engineering and Operations for the Plan of Subdivision, subject to weather conditions; and
  - ii) rough grading of all Lots to generally conform to the Subdivision Grading Plan.
- d) If drainage problems arise which are as a result of non-compliance with the requirements of By-Law 2464/80/90 and amendments thereto, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the City may enter upon the Lands to remedy any such problem and may use the Subdivider's Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Subdivider's Grading Deposit shall be the responsibility of the Developer, and if not reimbursed to the City forthwith after being incurred by the City, the City may collect such costs in like manner as municipal taxes as

provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

- e) The Developer shall deposit with the City as security for carrying out the provisions of the Subdivision Grading Plan, in accordance with Schedule "J" annexed hereto, a Subdivider's Grading Deposit as required by By-Law 2464/80/90 and amendments thereto.
- f) Upon completion of the Works and acceptance by the City of a Subdivision Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Subdivider's Grading Deposit, less any cost for remedial work undertaken by the City.

#### **20.11 Lot Grading and Drainage**

- a) Prior to the issuance of a Building Permit for a Lot, the Developer or the Building Permit applicant shall submit to the City three copies of a proposed Lot Grading Plan prepared by a Professional Engineer or an Ontario Land Surveyor and shall conform to the Subdivision Grading Plan.
- b) Prior to issuance of a building permit for a Lot, the Developer or Building Permit applicant shall submit to the City as security for carrying out the provisions of the Lot Grading Plan a Lot Grading Deposit in the amount of \$2,000.00 per Lot.
- c) Upon acceptance of the Grading Conformance Certificate by the City, the Developer may apply in writing for release of the Lot Grading Deposit, less any cost of remedial work performed by the City.
- d) The grading of a Lot shall be considered complete when the building has been erected and such lot has been graded and sodded, and/or seeded. Sodding and/or seeding shall be done within two months after occupancy of the dwelling or by the next June 1st following occupancy should occupancy take place after November 1st.
- e) Upon completion of the grading as noted in Section 10.22 of this Agreement, prior to landscaping or fencing, the Developer shall submit to the City one copy of the Lot Grading Plan which shall indicate the finished

elevation as shown on the proposed Lot Grading Plan. This "as constructed" Lot Grading Plan shall be prepared and certified by a Professional Engineer or Ontario Land Surveyor.

- f) Once the "as constructed" grading of a Lot has been certified and signed by an Ontario Land Surveyor or Professional Engineer to be in conformance with the latest revision of the Subdivision Grading Plan, the Lot Grading Plan if approved by the City, shall be accepted and dated by the City, as the "Grading Conformance Certificate."
- g) The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to maintain the grading and drainage schemes as established and verified by the Grading Conformance Certificate and not to alter or revise the grading or drainage without the express written consent of the Director of Engineering and Operations or the Chief Building Official.

#### **20.12 Foundation Drains**

The Developer agrees that foundation drains shall be pumped by a sump pump in each house to grade.

#### **20.13 Roof Water**

The Developer agrees that roof water drainage from any structure or building shall be directed via downspouts discharging via splash pads (concrete or other suitable material) to grass surfaces. These splash pads shall extend a distance at least 1.2 metres away from the structure and must direct the flow away from the building, not onto walks or driveways and not towards adjacent property.

#### **20.14 Minimum Basement Elevations**

If required, the Developer agrees to submit a plan for approval to the Director of Engineering and Operations, detailing the basement control elevations for individual dwellings or structures within the Plan of Subdivision and to ensure compliance with approved basement control elevations.

- 21. That Clauses 8, 13, 14, 16 & 17 from the Original Subdivision Agreement be deleted and replaced with the following:

22. BY-LAW(S), DOCUMENTATION AND REGISTRATION

22.1 Before this Agreement is executed by the City, the appropriate authorizing By-law must be enacted by the Council of the City.

22.2 The City may, at the sole expense of the Developer, request the Developer's solicitor to prepare such further and other documentation as may be deemed necessary and/or required by the City for the preparation, registration and implementation of the agreement.

22.3 If required, the Developer's solicitor, at the sole expense of the Developer, shall:

- a) provide and/or prepare all documentation which the City's Solicitor may require, including all necessary Transfers, Easements and restrictive covenants in registerable form;
- b) certify title to the City in a signed Certificate of Title;
- c) have all documentation signed by the Developer, Charges, and other necessary parties;
- d) sub search title and obtain an Execution Certificate prior to registration and provide copies of same to the City's Solicitor;
- e) deliver all executed documentation to the City; and
- f) attend to registration of all documentation, at the Developer's expense, required by this Agreement.

22.4 Prior to the City executing this Agreement, the Developer shall provide the City with two (2) copies each of the draft Plan of Subdivision (M-Plan) for the Lands and the draft Reference Plan (R-Plan) providing legal descriptions for Easements within or outside the Lands.

22.5 The Developer covenants and agrees to register an application, signed by the City, for an order inhibiting any dealings with the Lands to the applicable Land Registrar immediately following the registration of the Agreement. The Developer acknowledges that the City shall not

be obligated to register any documents in compliance with the Inhibiting Order or to apply to have the Inhibiting Order removed from title until the Developer has supplied all documents in compliance with this Agreement in a form satisfactory to the City for registration and all other documents required to provide discharges, releases and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands have been registered against title to the lands.

**22.6** Upon the City being satisfied that all conditions of Draft Plan approval for the Plan of Subdivision have been satisfied by the Developer within the required time, the City shall register the following documentations at the sole expense of the Developer as soon as practicable:

- a) the approved Plan of Subdivision; and
- b) all other documentation related thereto, including without limitation, Cessations of Charge.

**22.7** In the event the Plan of Subdivision is not registered within one (1) year from the date of registration on title of this Agreement, the City may declare the Developer in Final Default.

**22.8** The Developer shall not deal in any manner whatsoever with any Lot or Block shown on the Plan of Subdivision until this Agreement, the Plan of Subdivision and all other documentation (including Transfers, Easements, Cessation of Charge, Inhibiting Orders, Reference Plans, and Postponements of Charges) required by this Agreement and by the City's solicitor have been delivered, approved and registered on title to the complete satisfaction of the City's solicitor.

## **22.9 Permits, Fees, Deposits and Occupancy**

### **Building Permits – Issuance**

The Developer covenants and agrees not to apply for building permits until:



- a) all Primary Services have been completed and a Certificate of Completion for Primary Services has been approved to the satisfaction of the Director of Engineering and Operations;
- b) the City has on file an approved Subdivision Grading Plan;
- c) the Developer has completed the following grading works:
  - i) rough grading of all Lots to generally conform to the Subdivision Grading Plan;
  - ii) construction and sodding of all major overland flow drainage swales and other erosion control devices deemed necessary by the City for the Lands;
- d) the City has on file an approved Proposed Lot Grading Plan;
- e) the City is in receipt of all applicable fees and deposits including, without limiting the generality of the foregoing:
  - i) Development fees at the prevailing rate as prescribed by The Development Charges By-Law 5354/108/09 and amendments thereto;
  - ii) the Lot Grading Deposit;
  - iii) Building Permit application fee;
  - iv) Plumbing Permit application fee;
  - v) Water meter fee;
  - vi) Service Main connection application and fee, if applicable;
  - vii) Land for park dedication fee; and
  - viii) Any other fees, deposits or payments required under this Agreement;
- f) the City's Fire Department has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;

- g) the City is satisfied all terms and conditions of this Agreement have been complied with insofar as they apply at that point in time;
- h) the Developer has paid all development charges required by the Development Charges By-Law of the Regional Municipality of Niagara; and
- i) the Developer has otherwise complied with all applicable law.

**23. Water Saving Devices**

The Developer agrees that all new homes being constructed will utilize water saving devices such as low flow toilets and low flow shower heads, of a standard acceptable to the Director of Engineering and Operations and the Chief Building Official.

**23.1 No Building Permit While In Default**

Notwithstanding anything herein contained, the City may refuse to issue building permits if there is an existing default in any of the provisions of this Agreement.

**23.2 Service Main Connections**

Prior to making any connections, if required, to existing municipal services the Developer shall submit to the City, completed Connection Permit applications and applicable fees for connection to existing sewer or water mains. No connection shall be made until the Connection Permits are approved by the City's Engineering and Operations Department.

**23.3 Occupancy**

Unless otherwise determined by the Chief Building Official, no dwelling, including model units, shall be occupied:

- a) until the Director of Engineering and Operations has approved the Certificate of Completion for Primary Services;
- b) until the City has on file a Grading Conformance Certificate for the Lot; and;

- c) until a final inspection has been completed and a Letter of Occupancy is issued by the Chief Building Official.

#### 23.4 Model Units

The Developer agrees to pay all applicable permit fees and development charges for the buildings or structures constructed as model units, and shall otherwise comply with Section 11 herein, prior to a Letter of Occupancy being issued for said units.

#### 23.5 Water Meters

All new homes constructed shall be equipped with water meters at the sole expense of the Developer.

### SECURITY DEPOSITS AND CASH PAYMENTS

#### 24. General

- a) The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works for the Plan of Subdivision together with all City inspection charges, engineering, administrative and consulting fees and in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security and cash payments on account of aforesaid costs, charges and fees in accordance with Schedule "J" annexed hereto prior to execution of this Agreement by the City. The security should be in the form of a standby Letter or Letters of Credit with **automatic renewal provision**, in a form approved by the City. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the City returns the Letter of Credit in accordance with the provisions of this agreement.
- b) The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or

matter, the City may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.

- c) The Developer acknowledges and agrees that the City reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the City determines that any reduction in the Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the City will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the City has sufficient security to ensure that such work will be completed.
- d) Whenever in this Agreement a Letter of Credit is required to be filed with the City, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the City as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- e) The Developer acknowledges that upon the transfer of any ownership of the Lands, the City will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the City.
- f) The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to execution, the Developer's Consulting Engineer shall provide the City with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Primary Services and Secondary Services and City inspection charges, engineering, administrative and consulting fees shall be calculated, in a manner satisfactory to the Director of Engineering and Operations, on the basis of the Developer's Engineer's estimated cost of design,

construction, supervision, inspection and maintenance of all Works as set out in Schedule "J" annexed hereto.

- g) From time to time, upon written request, the Developer's Consulting Engineer shall be required to certify in writing the actual cost of design, construction and maintenance of all Works installed and constructed to date, and the estimated cost of all outstanding Works, and the Director of Engineering and Operations may adjust the amount of security required if the actual cost of construction of all Works, installed and constructed to date or the estimated cost of all outstanding Works exceeds the original estimated costs as set out in Schedule "J" annexed hereto and the Developer shall be required to obtain, and the Developer hereby covenants to obtain, an amendment to the security to give effect thereto. In the event the Developer fails to increase the amount of security within seven (7) days of receipt of aforesaid written notice, then the Developer shall be deemed to be in Final Default of the terms and conditions of this Agreement.
- h) Security deposits shown as Schedule P only apply to Stage 1 of Phase 2. Prior to development proceeding of Stage 2 of Phase 2, the submission of cost estimates is to be reviewed and approved by the Director of Engineering and Operations and thereafter payments must be received. This will not require an amendment to this agreement however City Council shall be notified.

#### **24.2 Cash Payments**

- a) Prior to the execution of this Agreement by the City, as security for payment of services to be rendered by the City and its agents as required by this Agreement, and for presently outstanding payments owing to the City, the Developer shall, in accordance with Schedule "J" annexed hereto, deposit with the City cash payment and cash security as set out in Schedule "J", which security shall include, but not be limited to the following:
  - 1. all arrears of taxes and all current taxes and local improvement charges assessed against the lands described in Schedule "A" annexed hereto; and
  - 2. the City's engineering, administrative, consulting, and inspection costs for this

Agreement, approval of the Plans, and enactment of By-laws, shall be payable in cash to the City at the time of signing of this Agreement calculated on the following basis:

- i. 2% of cost of Works
  - ii. Further, the Developer's Consulting Engineer shall be required to certify the actual cost of all construction in writing to the Director of Engineering and Operations, who may adjust the amount of inspection fee following construction if the actual construction costs vary from the original estimated costs by an amount greater than ten percent (10%).
- b) The Developer shall reimburse the City, all legal costs incurred by the City associated with the preparation, administration and registration of this Agreement.

#### **24.3 Letter of Credit for On-Site Primary Services**

- a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit in the amount of ten percent (10%) of the estimated cost of the design and construction of all Primary services to be constructed within the boundaries of the Plan of Subdivision (herein referred to as "On-Site Primary Services"). On default by the Developer in providing the On-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit to pay for the completion of such On-Site Primary Services. Upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act* with respect to the construction of On-Site Primary Services, the City shall also be entitled to call upon the said Letter of Credit.
- b) Prior to execution of this Agreement by the City, the Developer shall deposit a Letter of Credit to secure the Subdivider's Grading Deposit as required by By-Law 2464/80/90 and amendments thereto.
- c) For On-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may

reduce or release security deposits, provided that at no time shall the amount retained be less than ten percent (10%) of the estimated cost of uncompleted On-Site Primary Services plus five percent(5%) of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of On-Site Primary Services secured under Subsection 13.3a) of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

- d) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of On-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the On-Site Primary Services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty hereinbefore referred to may be released by the Treasurer to the Developer.

#### **24.4 Letter of Credit for Off-Site Primary Services**

- a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit for one hundred percent (100%) of the costs of design and construction of all Primary Services outside the boundaries of the Plan of Subdivision (herein referred to as "Off-Site Primary Services"). On default of the Developer in providing the Off-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit to pay for the completion of such Off-Site Primary Services. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act* with respect to Off-Site Primary Services.

- b) For Off-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release security deposits, provided that at no time shall the amount retained be less than one hundred percent (100%) of the estimated cost of uncompleted Off-Site Primary Services plus ten percent (10%) of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Off-Site Primary Services secured under Subsection 13.4a) of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.
- c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Off-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the Off-Site Primary Services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty hereinbefore referred to may be released by the Treasurer to the Developer.

#### **24.5 Letter of Credit for Off-Site and On-Site Secondary Services**

- a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit in the amount of one hundred and twenty percent (120%) of the costs of design and construction of all Off-Site and On-Site Secondary Services. On default of the Developer in providing the Secondary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit in order to pay for the completion of such Secondary Services. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Lien filed pursuant to the provisions of the *Construction Lien Act* with respect to Secondary Services.



- b) For all Secondary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release such security deposits, provided that at no time shall the amount retained be less than one hundred and twenty percent (120%) of the estimated cost of uncompleted Secondary Services. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Secondary Services secured under Subsection 13.5a) of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.
- c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Secondary Services completed to guarantee the workmanship and materials of the Works until assumption of Secondary services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty herein before referred to may be released by the Treasurer to the Developer.

**24.6** Upon written demand by the Director of Engineering and Operations and upon the Developer making application for release of security, the Developer shall deliver to the City, a statutory declaration by or on behalf of the Developer stating:

- a) the date of completion of the subject services;
- b) Works completed to date;
- c) all accounts that have become due and payable in connection with the construction, installation, inspection, repair and maintenance of the subject services have been paid; and
- d) all requirements of the *Construction Lien Act* have been complied with to date and proof of expiration of liens under the *Construction Lien Act*.

25. That Clause 18 of the Original Subdivision Agreement titled Default be deleted and replaced with the following:

26. **DEFAULT**

26.1 Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, any contract awarded for the Works or the approved Plans, or upon the Developer becoming insolvent or making any assignment for the benefit of creditors, the City, at its option, may declare the Developer to be in default. Notice of such default shall be given by the City, and if the Developer shall not remedy such default within such time as provided in the notice, the City may declare the Developer to be in Final Default under this Agreement and shall then forthwith give notice thereof to the Developer. Upon notice of default having been given, the City may require all work by the Developer, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid to cease. Upon Final Default of the Developer, the City may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- a) enter upon the land shown on the said Plan of Subdivision, by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Developer, and collect the cost thereof from the Developer and/or enforce any security available to it;
- b) make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
- c) retain any sum of money heretofore paid by the Developer to the City, for any purpose, and apply the same in payment or part payment for any work which the City may undertake;

- d) assume any work or services whether the same have been completed or not, and thereafter the Developer shall have no claim or title thereto or remuneration therefor;
- e) bring action to compel specific performance of all or any part of this Agreement, or for damages or other relief or remedy; or
- f) exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law or in equity.

**26.2** Developer shall be deemed to be in Final Default if:

- a) the City receives written notice from the Bank of its intention to not renew the Letter of Credit;
- b) the Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;
- c) the City receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the City is being altered, cancelled or allowed to lapse;
- d) the Developer has not made provision for renewal at least thirty (30) days prior to the date of expiry of any insurance policy, Performance and Maintenance Bond or Labour and Material Payment Bond;
- e) upon sale of the Lands the new Developer has not delivered to the City, replacement security deposits; or
- f) the Developer fails to increase security as required by the provisions of this Agreement.

**27. That Clause 18 of the Original Subdivision Agreement titled Completion be deleted and replaced with the following:**

**28. COMPLETION, MAINTENANCE, ACCEPTANCE AND ASSUMPTION OF WORKS**

**28.1 Condition Precedent**

The performance by the Developer of its obligations in this Agreement to the satisfaction of the Director of Engineering and Operations shall be a condition precedent to the approval, maintenance, acceptance and assumption of the Works or any of them by the City.

### **28.2 Time to Complete Servicing**

The Developer shall proceed with the installation or construction of the Works required by this Agreement and the approved Plans with all reasonable dispatch and shall complete:

- a) all required Primary Services within one year after the date of registration of the Plan of Subdivision; and
- b) all required Secondary Services not later than three (3) years after completion of the Primary Services or forthwith after 80% of the building construction has been completed whichever occurs earlier unless otherwise approved by the Director of Engineering and Operations.

The Director of Engineering and Operations may extend the time for completion of Primary and Secondary Services or any of them for such length of time as he or she may deem expedient upon written application of the Developer with reasons why the extension is required.

### **28.3 Roads**

- a) Until Council passes an Assumption By-Law for Secondary Services assuming all the roads constructed, the Developer, on behalf of itself, its successors and assigns, including its successors in title to the Lands in the Plan of Subdivision, hereby releases, discharges and agrees to indemnify and save harmless the City from and against all actions, causes of action, suits, claims and demands whatsoever and howsoever arising, and without limiting the generality of the foregoing, which may arise by reason of:
  - i) any alteration of the existing grade or level of any road or roads on the said Plan to bring the grade or level in accordance with the plans approved by the Director of Engineering and Operations;

- ii) any damage to the lands abutting on any road or roads shown on the Plan of Subdivision or to any building erected thereon arising from or in consequence of any such alteration of grade or level; and
  - iii) any damages or injuries (including death) to persons or damage to property occurring or arising on any road or roads on the said Plan of Subdivision, however caused.
- b) All road allowances shown on the Plan of Subdivision shall be named to the satisfaction of the Director of Engineering and Operations.

#### **28.4 Completion Certificate for Primary Services**

- a) Primary Services installation will not be considered complete by the City until an inspection has been made by the Director of Engineering and Operations or his designate and the Completion Certificate for Primary Services has been issued by the Director of Engineering and Operations. The Director of Engineering and Operations shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Director of Engineering and Operations, prior to the approval of the Completion Certificate for Primary Services.
- b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Engineering and Operations, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- c) Prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, the documentation listed in Subsections 11.4(d) and 11.4(e) must be provided to the Director of Engineering and Operations in a single submission package.
- d) The Developer's Consulting Engineer shall provide to the Director of Engineering and Operations:

- i) Certificate(s) verifying that all primary services were installed and constructed in accordance with approved plans and specifications;
- ii) Certificate(s) stating that all watermains have been flushed, chlorinated and pressure tested in accordance with City standards;
- iii) Certificate(s) stating that all watermain tracer wires have been tested and the new water distribution system can be traced;
- iv) Certificate(s) stating that all fire hydrants servicing the development have been tested by a qualified hydrant testing agent;
- v) Copies of the hydrant test reports and fire flow test reports;
- vi) Certificate(s) stating that all storm and sanitary sewers have been flushed after placement of base course asphalt, air pressure tested, and inspected and videoed via close circuit television;
- vii) Copies of the storm and sanitary sewer inspection reports and supporting data and documentation;
- viii) Certificate stating that the approved Tree Preservation Plan has been complied with including a Clearance Letter from the Region;
- ix) Certificate(s) stating that all utility services required to service the Plan of Subdivision are installed & constructed or a letter of commitment to complete the utility services from utility companies;
- x) Certificate (Overall Grading Certificate) stating that rough grading and major drainage works or swales have been completed in accordance with the Subdivision Grade Control Plan;
- xi) The original Drawings showing each of the said works "As Constructed" together with electronic drawing files in AutoCAD 2012 format using City of Port Colborne Drafting Standards; and
- xii) Plans (cards) showing the location and depth of each sanitary sewer lateral, storm sewer lateral and water service lateral constructed to service each of the lots.

- e) The Developer shall provide the Director of Engineering and Operations with:
  - i) a Statutory Declaration from the Developer in a form satisfactory to the Director of Engineering and Operations setting out the Works completed and verifying:
    1. All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
    2. All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
    3. That there are no outstanding debts, claims or liens in respect of such works.
  - f) Subject to Subsections 11.4(d) and 11.4(e) hereof, upon receipt of the required documentation and the Director of Engineering and Operations' satisfaction that the installation and construction of all Primary Services has been completed in accordance with this Agreement and approved Plans, the Director of Engineering and Operations, shall date and approve the Completion Certificate of Primary Services.

**28.5 Completion Certificate for Secondary Services**

- a) Secondary Services installation will not be considered complete by the City until an inspection has been made by the Director of Engineering and Operations or his designate and the Completion Certificate for Secondary Services has been issued by the Director of Engineering and Operations. The Director of Engineering and Operations shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Director of Engineering and Operations, prior to the approval of the Completion Certificate for Secondary Services.
- b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of

Engineering and Operations, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.

- c) Prior to the Director of Engineering and Operations approving the Completion Certificate for Secondary Services, the documentation listed in Subsections 11.5(d) and 11.5(e) must be provided to the Director of Engineering and Operations in a single submission package.
- d) The Developer's Consulting Engineer shall provide to the Director of Engineering and Operations:
  - i) Certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications; and
  - ii) If required, the original Drawings showing each of the said works as constructed together with electronic drawing files in AutoCAD 2012 format using City of Port Colborne Drafting Standards.
  - e) The Developer shall provide the Director of Engineering and Operations with a Statutory Declaration from the Developer in a form satisfactory to the Director of Engineering and Operations setting out the Works completed and verifying:
    - i) All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
    - ii) All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
    - iii) that there are no outstanding debts, claims or liens in respect of such works.
- f) Subject to Subsections 11.5(d) and 11.5(e) hereof, upon receipt of the required documentation and the Director of Engineering and Operations' satisfaction that the installation and construction of all Secondary Services has been completed in accordance with this Agreement and approved Plans, the Director of Engineering and



Operations shall date and approve the Completion Certificate for Secondary Services.

#### **28.6 Maintenance of the Subdivision**

- a) The Developer shall be responsible for the general tidy appearance of the entire Lands until completion of all building, and carry out all weed cutting and maintenance on all unsold lands and all un-assumed roads to the satisfaction of the Director of Engineering and Operations.
- b) The Developer shall adequately maintain all roads, sidewalks and pedestrian walkways within the Plan of Subdivision free from mud, debris, building materials, and other obstructions, to the satisfaction of the Director of Engineering and Operations until Council passes an Assumption By-Law for Secondary Services.
- c) The Developer shall be responsible to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the City for municipal purposes.
- d) The Developer shall maintain the Works, and every part thereof, in perfect order and in complete repair for the duration of the Maintenance Warranty Period and shall repair in a permanent manner satisfactory to the Director of Engineering and Operations any and all damage or injury to the Works, both during construction and during the period of maintenance as aforesaid.
- e) Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the City, the Director of Engineering and Operations, at his sole option, after giving the Developer twelve (12) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Director of Engineering and Operations shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the City not reimbursed by the Developer forthwith may be collected by the City in like manner as municipal taxes as provided in *The Municipal Act* and

with the same priorities as taxes that are overdue and payable.

- f) The Developer's obligation to maintain the Works as aforesaid shall commence on the approval date of the Completion Certificate for the Works and extend for a minimum of two (2) years or until the Director of Engineering and Operations approves the Certificate of Final Acceptance for such Works whichever occurs last (this period is herein referred to as the "Maintenance Warranty Period").
- g) The Maintenance Warranty Period for Primary Services shall commence on the date the Director of Engineering and Operations approves the Completion Certificate for Primary Services.
- h) The Maintenance Warranty Period for Secondary Services shall commence on the date the Director of Engineering and Operations approves the Completion Certificate for Secondary Services.

#### **28.7 Certificate of Final Acceptance**

- a) Upon expiration of the two (2) year Maintenance Warranty Period for Primary Services or Secondary Services as the case may be, and upon receipt of written application by the Developer, the applicable Works will be inspected by the Director of Engineering and Operations, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the City and the Director of Engineering and Operations shall approve the Certificate of Final Acceptance prepared by the Developer's Consulting Engineer provided the requirements identified in Schedule "C" of the Certificate of Final Acceptance have been met.
- b) The Developer is required to submit a certificate from a registered Ontario Land Surveyor certifying he has found and/or replaced all standard iron bars (SIB's) shown on the registered Plan of Subdivision as of a date not earlier than seven days prior to the Director of Engineering and Operations approving the Certificate of Final Acceptance for Secondary Services.

- c) If upon inspection of the applicable Works all deficiencies have not been rectified to the complete satisfaction of the Director of Engineering and Operations the Maintenance Warranty Period shall be extended until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been approved by the Director of Engineering and Operations.
- d) The Director of Engineering and Operations may withhold approval of a Certificate of Final Acceptance for Primary or Secondary Services, if, in the sole opinion of the Director of Engineering and Operations, the Developer is in default of its obligations to inspect, repair, construct or maintain any of the Works pursuant to this Agreement and the approved Plans.

### **28.8 Assumption of Municipal Services**

- a) The Developer hereby acknowledges that upon assumption by the City of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the City without payment therefor, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the City by Council passing:
  - i) an Assumption By-Law for Primary Services after the Director of Engineering and Operations approves the Certificate of Final Acceptance for Primary Services; and
  - ii) an Assumption By-Law for Secondary Services after the Director of Engineering and Operations approves the Certificate of Final Acceptance for Secondary Services.
- b) The Assumption By-Law for Primary Services shall not include the following Primary Services:
  - i) the streets and roadways constructed by the Developer within the Plan of Subdivision; and
  - ii) the Utility Services other than the streetlights.

- c) The Assumption By-Law for Secondary Services shall include the following Primary/Secondary Services:
  - i) finished streets and roadways as constructed by the Developer within the Plan of Subdivision; and
  - ii) all Secondary Services constructed by the Developer in accordance with the approved Plans and this Agreement.

**29. INTERPRETATION**

It is hereby agreed that in construing this Agreement the words "Developer" and the personal pronoun "he", "it", "his" or "him" relating thereto and used therewith, shall be read and construed as "Developer or Developers", and "he", "she", "it" or "they", "his", "hers", "its" or "their", and "him", "her", "it" or "them" respectively, as the number and gender of the Party or Parties referred to in each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

**IN WITNESS WHEREOF** the Parties have hereunto caused their seals to be affixed and attested by their proper signing officers and the individual Parties have hereunto set their hands and seals, as of the date hereof.

**SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:**

**1399908 ONTARIO LTD.**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
RAY KHANNA  
I HAVE THE AUTHORITY TO  
BIND THE CORPORATION

**1379296 ONTARIO INC.**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ELAINE HRISTOVSKI  
I HAVE THE AUTHORITY TO  
BIND THE CORPORATION

**THE CORPORATION OF THE  
CITY OF PORT COLBORNE,  
Per:**

\_\_\_\_\_  
WILLIAM C. STEELE, MAYOR

\_\_\_\_\_  
AMBER LAPOINTE, CLERK

**WE HAVE THE AUTHORITY  
TO BIND THE CORPORATION**

**SCHEDULE "A"**  
**Description of Lands**

Lots 48 to 75 inclusive Registered Plan #59m-195 City of Port Colborne, Regional Municipality of Niagara.

## SCHEDULE "B"

### Lands Conveyed for Public Purposes

The Developer shall convey free and clear of all encumbrances and at their own expense, easements to the City, over, under and through the following:

#### Easements

Parts 7 to 13 inclusive for storm drainage purposes laid out on reference plan 59R-15883, prepared by Kirkup, Mascoe & Ure Surveying Ltd, June 22, 2017.

Parts 1 to 5 inclusive for storm drainage purposes laid out on reference plan 59R-16623, prepared by Kirkup, Mascoe & Ure Surveying Ltd., January 30, 2020.

## **SCHEDULE "C"**

### **Additional Site Conditions**

1. The Developer agrees immediately after the registration of this Agreement, to deliver to the City executed transfers of easements and executed deeds of conveyance sufficient to vest in the City, or where applicable, in any other public authority or person, absolute title in fee simple, free and clear of all liens, charges, encumbrances and easements, the lands as set out in Schedule "B".
2. The Developer agrees to provide the City with a copy of all documentation for installation of services, including drawings, spreadsheets and forms. This includes digital copies of all drawings in ".dwg", ".pdf" and ".shp" formats, with the .pdf copy being full size, scalable and stamped, signed and dated by the Developer's Consulting Engineer to the satisfaction of the Director of Engineering and Operations.
3. The Developer agrees to install the Temporary Swales as shown on Drawing Number 227-GP as part of Stage 1 to ensure drainage for Stage 1 functions until servicing is completed on Stage 2 lands.



## **SCHEDULE "D"**

### **Roads**

The Developer shall clear, excavate and grade the full width of all road allowances within the subdivision, to the City's standard road cross-section and to the grades approved by the Engineer. The Developer shall dispose of all brush, rubble and surplus material resulting from this operation. The Developer shall construct, as part of the primary services as per roadways identified in Appendix "A".

## **SCHEDULE "E"**

### **Sanitary Sewers**

The Developer shall construct a sanitary sewer system or systems including all trunk sewer extensions necessary to service the proposed development. All sewers shall be installed in the locations and at the grades and elevations the Engineer may direct. Capacity shall be provided in the sanitary sewer system for all domestic wastes in accordance with City, Region, and the Ontario Ministry of the Environment's design criteria. The pipe sizes selected shall have sufficient capacity to serve the ultimate drainage area in which the subdivision is located and as designed by the Engineer. PVC sewer pipe shall be used for all local and minor collector sewers except where otherwise specified by the Engineer; a minimum pipe size for local sewers 200 mm diameter. The City's standard manholes of a type approved by the Engineer shall be poured or placed at a minimum spacing of 106 m.

### **Private Drain Connections**

The Developer shall construct separate sanitary sewer connections (laterals) to serve each lot. Sanitary sewer laterals shall be a minimum 100 mm diameter PVC building sewer pipe with proper fittings as designed by City's construction standards.

Only domestic waste from any building constructed on any lot shall be discharged into the sanitary sewer system through a drain connected to the sanitary sewer lateral servicing such lot.

Where there is a difference in elevation of the storm and sanitary sewer lateral, these shall be constructed in separate trenches and, in other cases, shall be constructed in accordance with the direction of the Engineer. Joint use of either the storm or sanitary lateral trenches will be permitted for the installation of water service connections subject to the City's approval.

## **SCHEDULE "F"**

### **Storm Sewers and Surface Drains**

The Developer shall construct a storm sewer system and outlet or such extensions as necessary to provide a connection to existing trunk sewers where available. All sewers shall be installed in such locations, grades and depths as the Engineer may direct and such pipe sizes as are required to serve the subdivision lands and all or any portion of the ultimate drainage area the proposed development is located in. The storm sewer shall be designed to accommodate all roof water and surface runoff from roads and properties.

Concrete pipe of the gasket joint, or other approved type, shall be used, minimum pipe size for storm sewer 300 mm diameter, except where otherwise specified by the Engineer.

### **Private Drain Connections**

The Developer shall construct separate storm sewer connections (laterals) to serve each lot. Storm sewer laterals shall be a minimum 125 mm diameter PVC building sewer pipe with proper fittings as designated by City's construction standards.

The foundation drains shall be collected in a sump from which they will be pumped and discharged to the surface in such a manner that any water collected shall drain away from the foundation. In no case shall the foundation drains be connected to the sanitary sewer lateral. Foundation drain connections may be made to the storm sewer lateral provided such connections are made at a point above the finished elevation of the ground adjacent the building.

Roof water from any building constructed on any lot shall be discharged directly to the ground through rain water leaders.

Where there is a difference in elevation of the storm and sanitary sewer lateral, these shall be constructed in separate trenches and, in other cases, shall be constructed in accordance with the direction of the Engineer. Joint use of either the storm or sanitary lateral trenches will be permitted for the installation of water service connections subject to the City's approval.

## **SCHEDULE "G"**

### **Watermains**

The Developer shall construct a complete watermain system or systems, and all necessary appurtenances, including hydrants and house water service connections from the watermain to the street line. The design shall be prepared and/or approved by the City and constructed in accordance with its specifications. All watermains shall be sufficient size to service the subdivision, and the lands outside the subdivision, which will require the use of the subdivision's watermains as trunk or feeder mains.

The Developer shall be responsible for any damage causing to such watermains and appurtenances that may occur during construction of buildings on the lands and during the grading of same.

The Developer shall ensure that all service boxes located on the street line shall be adjusted to meet the finished boulevard elevation at the time of final grading of the boulevards and sodding.

The Developer agrees to obtain and comply with the necessary City watermain approvals to connect to the existing municipal water service.

The Developer will need to comply with the City's most recent commissioning plan at the date of construction.

In October of 2013, the Council of the Corporation of the City of Port Colborne directed staff to move forward with the application for Provincial funding under the Small, Rural and Northern Municipal Infrastructure Fund – Capital Program (MIFC). Through the Provincial selection process, the City of Port Colborne qualified for this program with the submission of the Cement Plan Road, Lakeshore Road West, and Bayview Lane watermain extension.

The construction for the City's watermain extension is scheduled for 2015 as a condition of the funding received. Coordination between the City and the Developer for the construction of the proposed watermains within this Subdivision will need to be initiated with the Developer's Consulting Engineer.

## **SCHEDULE "H"**

### **Sidewalks**

The Developer shall construct and pay the cost of concrete sidewalks along the roads as shown hereunder. The said sidewalks are to be constructed to the satisfaction of the City and the specifications as required by the Engineer and shall be 1.5 m in width and 125 mm in thickness per Drawing Number 227-GSP.

1. Along the north, south and east side of Oriole Crescent along the

- South and west side of Lot 69
- West sides of Lots 70 to 73
- West and north side of Lot 74
- North side of Lot 75
- South side of Lot 38, Apollo Drive
- North side of Lot 58, Apollo Drive

## **SCHEDULE "I"**

### **Streetlights**

The Developer shall construct and pay the cost of a streetlighting network on Oriole Crescent. The streetlights will be installed as per approved design by Canadian Niagara Power Company Inc., in accordance with all applicable City standards as per Appendix "A" Drawing Number SL-1 by RTG Systems Inc. The Developer will supply the City with 3 spare fixtures including but not limited to poles, arms, luminaires and mounting hardware for replacement inventory.

The Developer shall install the most recent City approved fixtures.

**SCHEDULE "J"**  
**Subdivision Deposit**

**NAME OF SUBDIVISION:** Meadow Heights Phase II – Stage 1  
**OWNER:** 1399908 ONTARIO LTD.

**CONSTRUCTION COST YEAR:** 2020

	<u>DEPOSIT</u>	<u>Letter of Credit</u>	<u>Cash Deposit</u>
1. <u>General</u>	\$74,950.00	\$74,950.00	
2. <u>Primary Services</u> (Security for Construction Lien Act)	\$864,435.75	\$86,443.57	
3. <u>Secondary Services</u> (120% Deposit)	\$213,690.00	\$213,690.00	
4. <u>Inspection Charges</u> (received)	\$23,000.00		\$8,312.00
5. <u>Street Lighting &amp; Hydro</u>	\$38,335.00	\$38,335.00	
6. <u>Tree Planting</u>	\$10,500.00	\$10,500.00	
7. <u>Street Name Signs</u>	\$2,000.00		\$2,000.00
8. <u>Sewer Cleaning</u>	\$18,360.00	\$18,360.00	
9. <u>Lot Grading</u>	\$52,000.00	\$52,000.00	
		\$494,278.57	\$10,312.00

**10. Details of Letters of Credit and Cash Deposit**

Remittance of cash deposit of \$8312.00 should be made payable to The Corporation of the City of Port Colborne and the Letters of Credit should be drawn as follows:

City of Port Colborne (General)	\$74,950.00
City of Port Colborne (Primary Services)	\$86,443.51
City of Port Colborne (Secondary Services)	\$213,690.00
City of Port Colborne (Street Lighting & Hydro)	\$38,335.00
City of Port Colborne (Tree Planting)	\$10,500.00
City of Port Colborne (Sewer Cleaning)	\$18,360.00
City of Port Colborne (Lot Grading)	\$52,000.00

**11. Details of Deeds Required**

Parts 1 to 13 on Plan 59R-15883 and Parts 1 to 5 on Plan 59R-16623 inclusive for storm drainage purposes (to City)

**NOTE:** A signed Inhibiting Order must accompany this subdivision agreement. Further confirmation of the partial discharge of any mortgage or other encumbrance affecting the lands being conveyed to the City or Region must be provided to the City or Region.

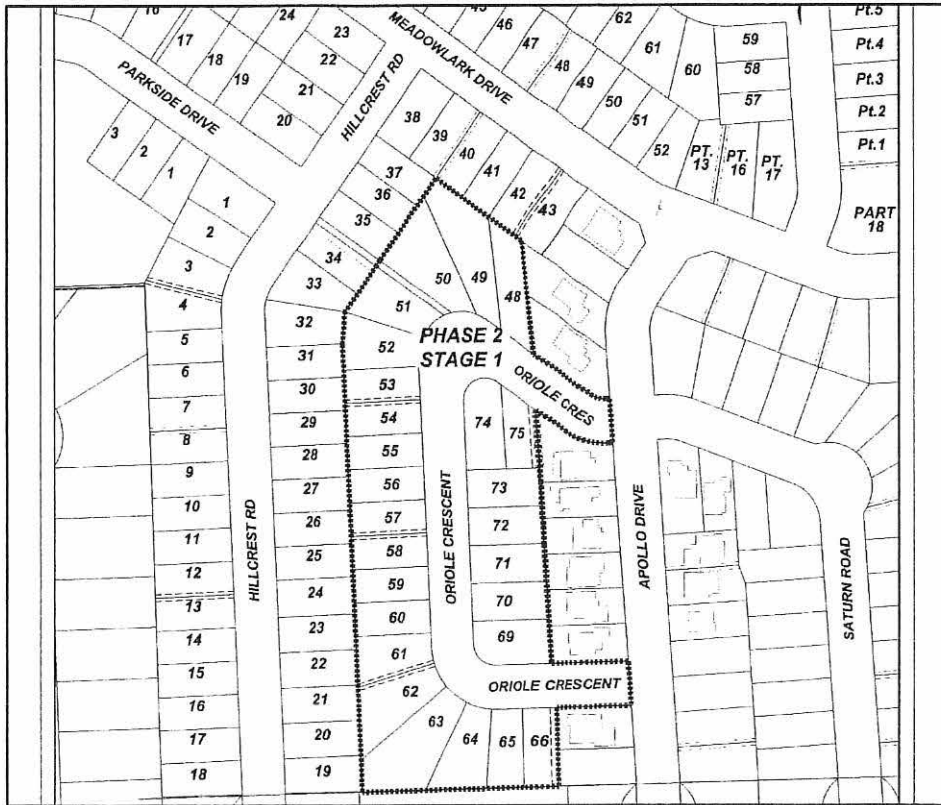
**12. Details of Easements Required**

None.

**NOTE:** Should any of the following land be encumbered with mortgages, etc. the mortgages must consent to the documents.

SCHEDULE "K"

Subdivision Phase 2, Stage 1



Excerpt from Meadow Heights Phase 2, Stage 1



## APPENDIX "A"

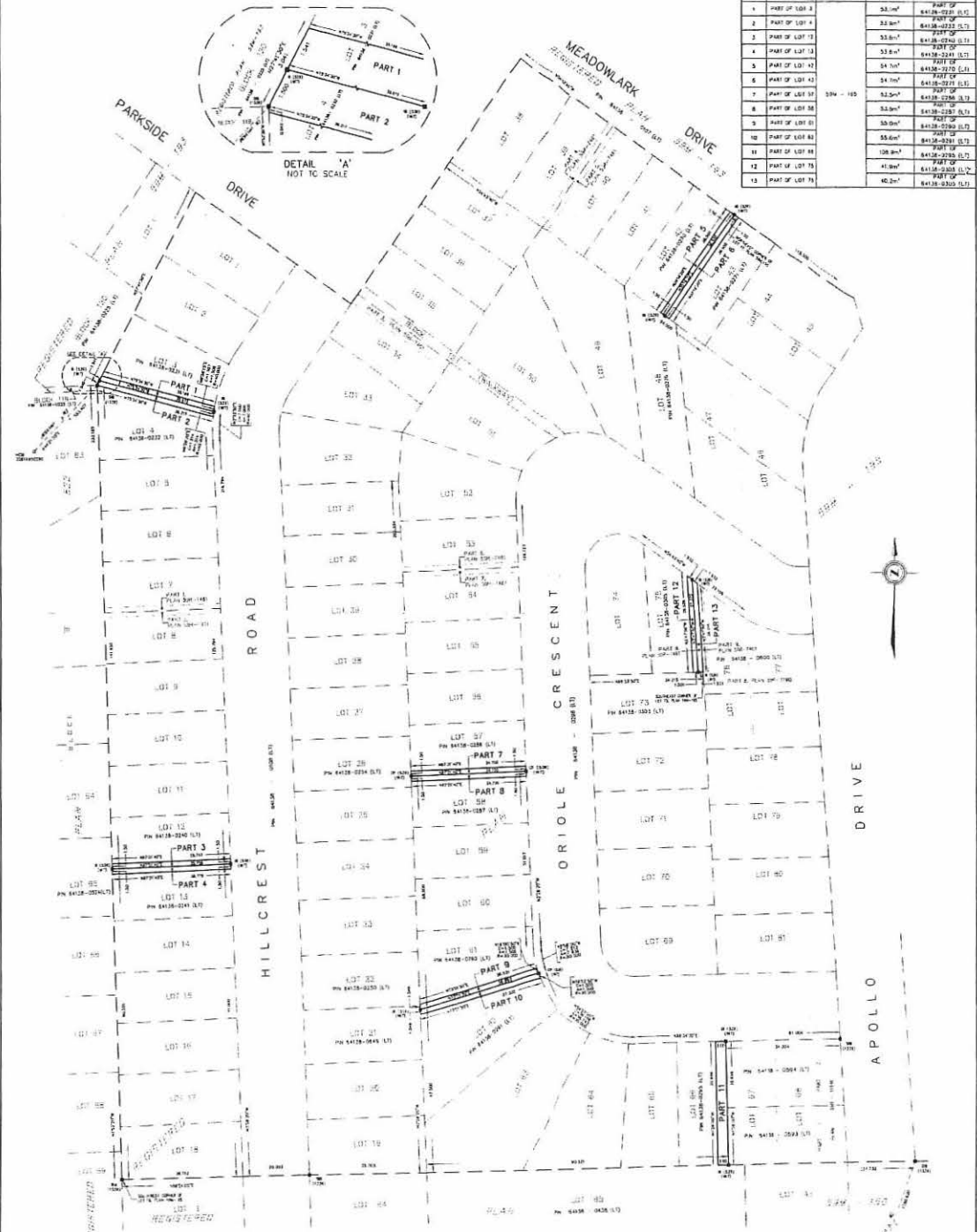
### Phase 2, Stage 1 – Engineering Drawings and Additional Easement Drawings

1. Plan of Survey 59R-15883, prepared by Kirkup, Mascoe & Ure, dated June 22, 2017.
2. Plan of Survey 59R-16623, prepared by Kirkup, Mascoe & Ure, dated January 30, 2020.
3. General Notes and Details, prepared by Upper Canada Consultants, dated April 9, 2020, Drawing Number 227-GND.
4. General Services Plan, Meadow Heights Phase 2, prepared by Upper Canada Consultants, dated April 9, 2020, Drawing Number 227-GSP.
5. Plan & Profile – Oriole Crescent from STA – 0+000 to 0+160, prepared by Upper Canada Consultants, dated April 9, 2020, Drawing Number 227-PP1.
6. Plan & Profile – Oriole Crescent from STA 0+160 to 0+320, prepared by Upper Canada Consultants, dated April 9, 2020, Drawing Number 227-PP2.
7. Grading Plan, Meadow Heights Phase 2, prepared by Upper Canada Consultants, dated April 9, 2020, Drawing Number 227-GP.
8. Streetscaping Plan, Meadow Heights Phase 2, prepared by Upper Canada Consultants, dated April 9, 220, Drawing Number 227-SS.
9. Streetlight Design, Meadow Heights Phase 2, Stage 1, prepared by RTG Systems Inc., dated June 13, 2017, Drawing Number SL-1.
10. Design Cross Sections 1 to 4, Meadow Heights, Phase 2, prepare by Upper Canada Consultants, dated April 9, 2020, Drawing Numbers 227-XSC1 to XSC4.

PLAN OF SURVEY OF  
**PART OF LOTS 3, 4, 12, 13, 42, 43, 57, 58, 61, 62, 66 AND 75**  
**REGISTERED PLAN 59R-195**  
**CITY OF PORT COLBORNE**  
 REGIONAL MUNICIPALITY OF NIAGARA  
 SCALE 1:500  
 KIRKUP MASCOE URE SURVEYING LTD.  
 ONTARIO LAND SURVEYORS

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TILES ACT  
 RECEIVED AND DEPOSITED  
 DATE **JUNE 12, 2017**  
 DATE **JUNE 22, 2017**  
*William A. Mascoe*  
 WILLIAM A. MASCOE  
 ONTARIO LAND SURVEYOR  
 REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TILES DIVISION OF NIAGARA SOUTH (No. 59)  
**Amanda McFarland**

SCHEDULE				
PART	LOT	PLAN	AREA	PIV
1	PART OF LOT 3		54.1m <sup>2</sup>	PART OF 64138-2275 (L12)
2	PART OF LOT 4		24.8m <sup>2</sup>	64138-2272 (L7)
3	PART OF LOT 12		52.8m <sup>2</sup>	64138-2292 (L11)
4	PART OF LOT 13		52.8m <sup>2</sup>	64138-2241 (L11)
5	PART OF LOT 42		54.1m <sup>2</sup>	64138-2293 (L11)
6	PART OF LOT 43		54.1m <sup>2</sup>	64138-2291 (L11)
7	PART OF LOT 57	59R-195	52.5m <sup>2</sup>	64138-2285 (L12)
8	PART OF LOT 58		52.5m <sup>2</sup>	64138-2283 (L12)
9	PART OF LOT 61		55.0m <sup>2</sup>	64138-2296 (L12)
10	PART OF LOT 62		55.0m <sup>2</sup>	64138-2294 (L12)
11	PART OF LOT 66		128.8m <sup>2</sup>	64138-2298 (L12)
12	PART OF LOT 75		41.9m <sup>2</sup>	64138-2303 (L12)
13	PART OF LOT 75		40.2m <sup>2</sup>	64138-2302 (L12)



**INTEGRATION DATA**  
 BEARINGS AND DISTANCES ARE TO THE NEAREST 0.01 METRE AND 0.001 METRE RESPECTIVELY.  
 COORDINATES ARE IN THE UTM ZONE 18Q UTM 84-0000 10000000.0000 METRES.  
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE DENOTED SCALE FACTOR OF 0.999993.

**CO-ORDINATES**

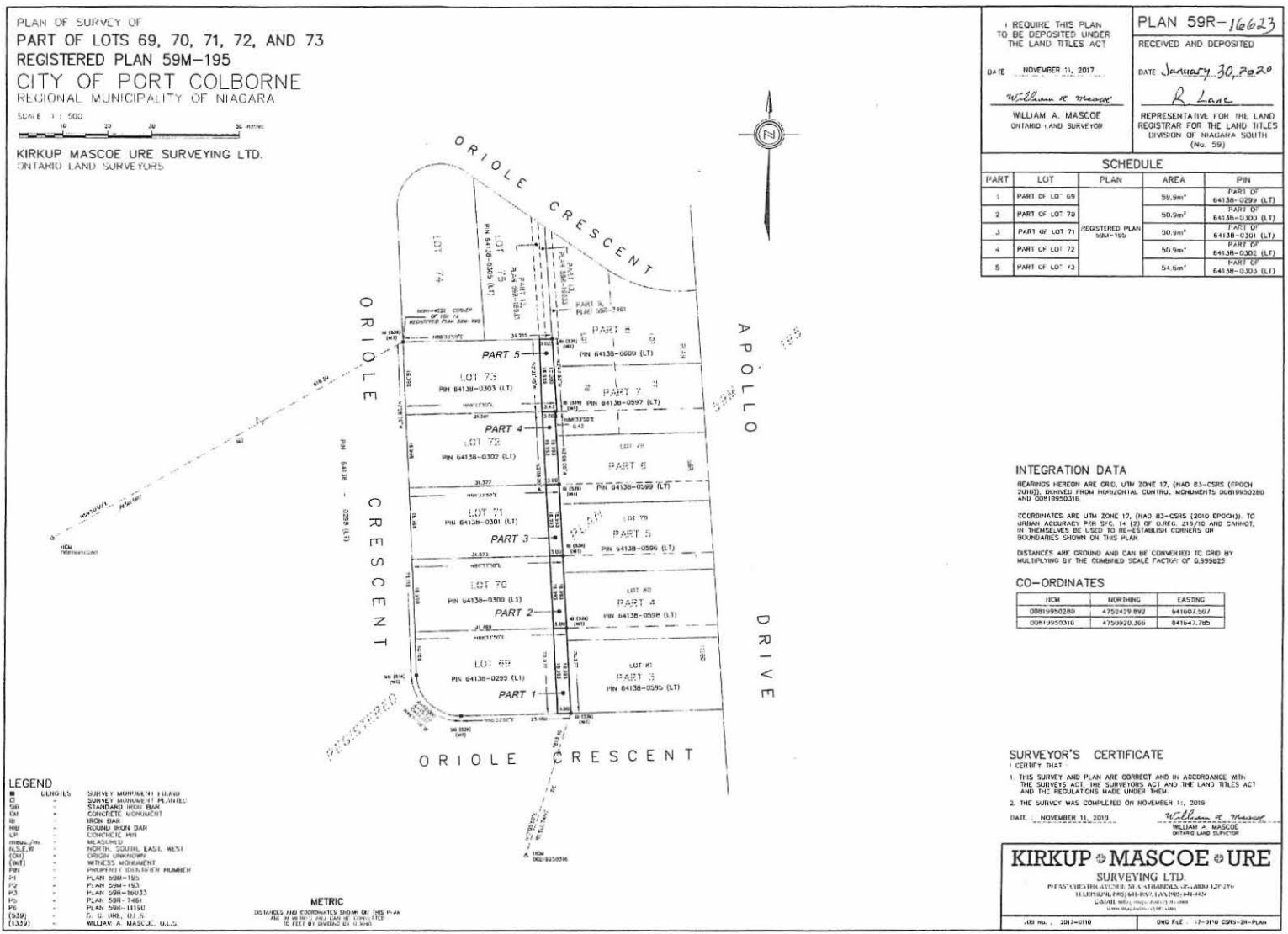
COORDINATE	NORTHING	EASTING
5000000.00	4720222.968	85037.367
5000000.00	4720223.968	85047.368

- LEGEND**
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  - 2. EXISTING
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**SURVEYOR'S CERTIFICATE**  
 THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE ORDER AND THE SURVEYORS ACT AND THE LAND TILES ACT AND THE REGULATIONS MADE UNDER THEM.  
 IN THE SCHEDULE CASE COMPLETED ON JUNE 12, 2017.  
 DATE: JUNE 12, 2017  
*William A. Mascoe*  
 WILLIAM A. MASCOE  
 ONTARIO LAND SURVEYOR

**KIRKUP MASCOE URE**  
 SURVEYING LTD.  
 1700 WILSON AVENUE SUITE 100  
 PORT COLBORNE, ONTARIO L0R 2E0  
 TEL: (905) 461-1111  
 FAX: (905) 461-1112  
 WWW.KIRKUPMASCOEURE.COM

209 No. 1 2017-010 2016 REG. 17-010-1010



PLAN OF SURVEY OF  
 PART OF LOTS 69, 70, 71, 72, AND 73  
 REGISTERED PLAN 59M-195  
 CITY OF PORT COLBORNE  
 REGIONAL MUNICIPALITY OF NIAGARA  
 SCALE 1:1 500  
 KIRKUP MASCOE URE SURVEYING LTD.  
 ONTARIO LAND SURVEYORS

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT

PLAN 59R-16623  
 RECEIVED AND DEPOSITED  
 DATE NOVEMBER 11, 2019  
 DATE January 30, 2020  
 REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF NIAGARA SOUTH (No. 59)

WILLIAM A. MASCOE  
 ONTARIO LAND SURVEYOR

SCHEDULE

PART	LOT	PLAN	AREA	PIN
1	PART OF LOT 69		59.3m <sup>2</sup>	PART OF 64138-0306 (LT)
2	PART OF LOT 70		50.9m <sup>2</sup>	PART OF 64138-0300 (LT)
3	PART OF LOT 71	REGISTERED PLAN 59M-195	50.9m <sup>2</sup>	64138-0301 (LT)
4	PART OF LOT 72		50.9m <sup>2</sup>	PART OF 64138-0305 (LT)
5	PART OF LOT 73		54.6m <sup>2</sup>	PART OF 64138-0302 (LT)

INTEGRATION DATA

READINGS HEREON ARE ORIG. UTM ZONE 17, (NAD 83-CSRIS (EPOCH 2010)), DERIVED FROM HORIZONTAL CONTROL MONUMENTS 0081950280 AND 0081950316

COORDINATES ARE UTM ZONE 17, (NAD 83-CSRIS (2010 EPOCH)), TO UTM ACCURACY PER SPEC. 14 (2) OF URBAN 2015/16 AND CANNOT, IN THEMSELVES BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

DISTANCES ARE OBTAINED AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE CORRECTED SCALE FACTOR OF 0.999925

CO-ORDINATES

HCM	NORTHING	EASTING
0081950280	4752439.892	641607.207
0081950316	4750920.266	641647.782

- LEGEND
- M MONUMENTS
  - C SURVEY MONUMENT (CONCRETE)
  - CH STANDARD HIGH BARR CONCRETE MONUMENT
  - CH CONCRETE MONUMENT
  - RM IRON BARR
  - RM IRON BARR HIGH DASH
  - LP CENTRIC LP PIN
  - MS MEASURED
  - NORTH SOUTH EAST WEST
  - USUR SURVEYING
  - WIT WITNESS MONUMENT
  - PR PROPERTY IDENTIFIER NUMBER
  - P1 PLAN 59M-195
  - P2 PLAN 59M-195
  - P3 PLAN 59M-195
  - P4 PLAN 59M-195
  - P5 PLAN 59M-195
  - P6 PLAN 59M-195
  - PLAN 59M-195
  - PLAN 59M-195
  - PLAN 59M-195
  - PLAN 59M-195
  - WILLIAM A. MASCOE, O.L.S.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON NOVEMBER 11, 2019.

DATE: NOVEMBER 11, 2019

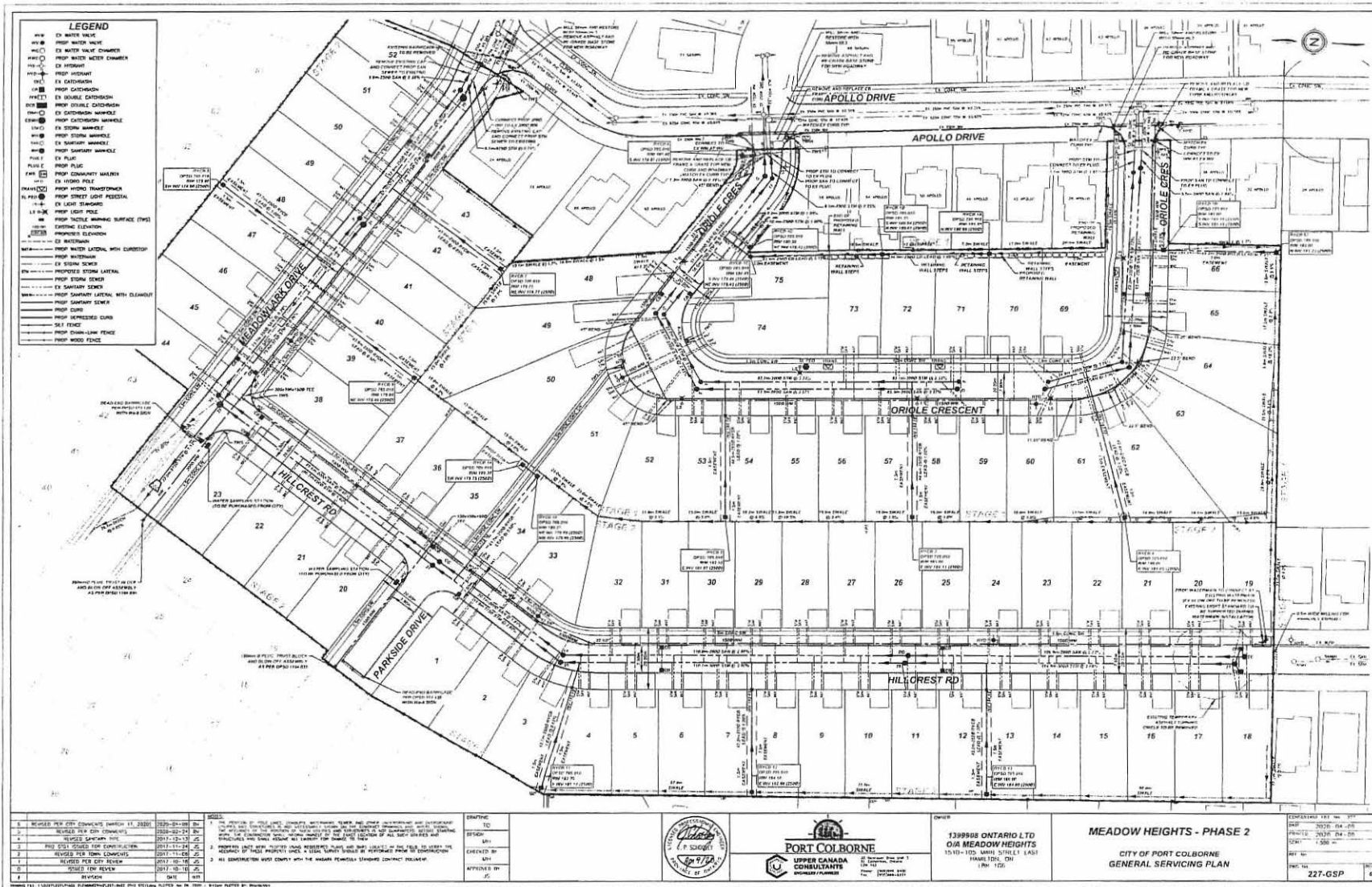
WILLIAM A. MASCOE  
 ONTARIO LAND SURVEYOR

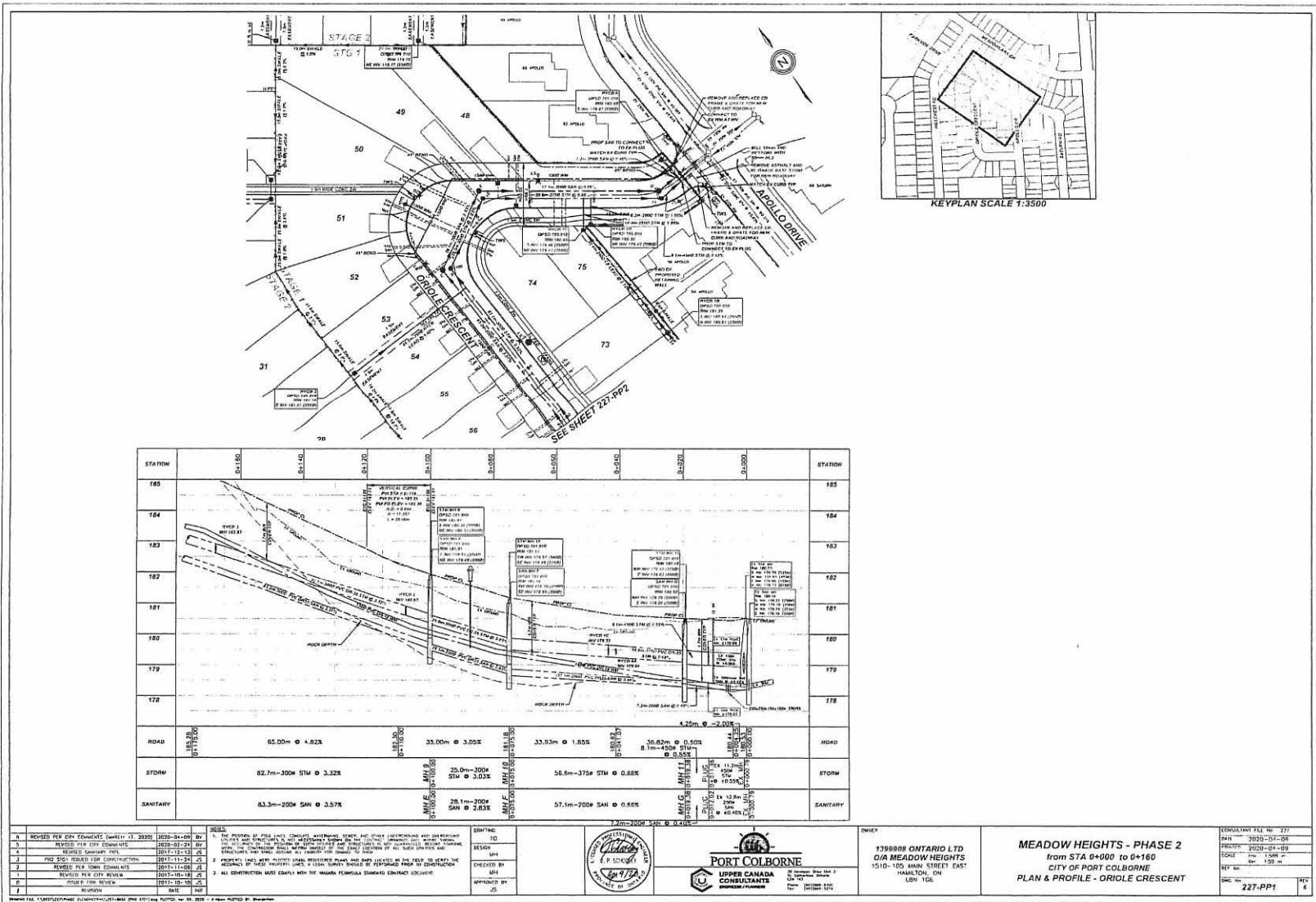
**KIRKUP MASCOE URE**  
 SURVEYING LTD.

11111 HIGHWAY 10, NIAGARA FALLS, ONTARIO L2E 1G7  
 (905) 352-1111  
 (905) 352-1111

REG. NO. 2017-0110      REG. FILE 17-910 CS95-26-PLAN







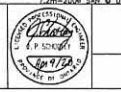
STATION	185	184	183	182	181	180	179	178	STATION
ROAD	65.00m @ 4.82%		33.00m @ 3.05%		33.03m @ 1.85%		36.82m @ 0.30%		ROAD
STORM	62.7m-300m STM @ 3.32%		20.0m-300m STM @ 3.03%		58.8m-375m STM @ 0.88%		1.1m-450m STM @ 0.85%		STORM
SANITARY	63.3m-200m SAN @ 3.57%		28.1m-200m SAN @ 2.83%		57.1m-700m SAN @ 0.65%		12m-2400 SAN @ 0.10%		SANITARY

NO.	REVISION	DATE	BY
1	REVISED PER CIVIL COMMENTS (SCALE) 12-2020	2020-04-09	BY
2	REVISED PER CIVIL COMMENTS	2020-02-24	BY
3	REVISED SANITARY TIE	2020-12-13	BY
4	REVISED PER CIVIL COMMENTS	2021-11-24	BY
5	REVISED PER CIVIL COMMENTS	2021-11-04	BY
6	REVISED PER CIVIL REVIEW	2021-05-18	BY
7	REVISED PER CIVIL REVIEW	2021-05-18	BY

**NOTES:**

- THE POSITION OF ALL LINES CONDUIT, WATER MAINS, STORM, AND OTHER UNDERGROUNDS ARE SHOWN AS SHOWN ON THIS PLAN AND PROFILE. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UNDERGROUNDS PRIOR TO CONSTRUCTION.
- PROTECT ALL EXISTING UTILITIES, WATER MAINS, AND OTHER SERVICES AS SHOWN ON THIS PLAN AND PROFILE. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UNDERGROUNDS PRIOR TO CONSTRUCTION.
- ALL CONSTRUCTION SHALL COMPLY WITH THE CANADIAN STANDARD CODES AND REGULATIONS.

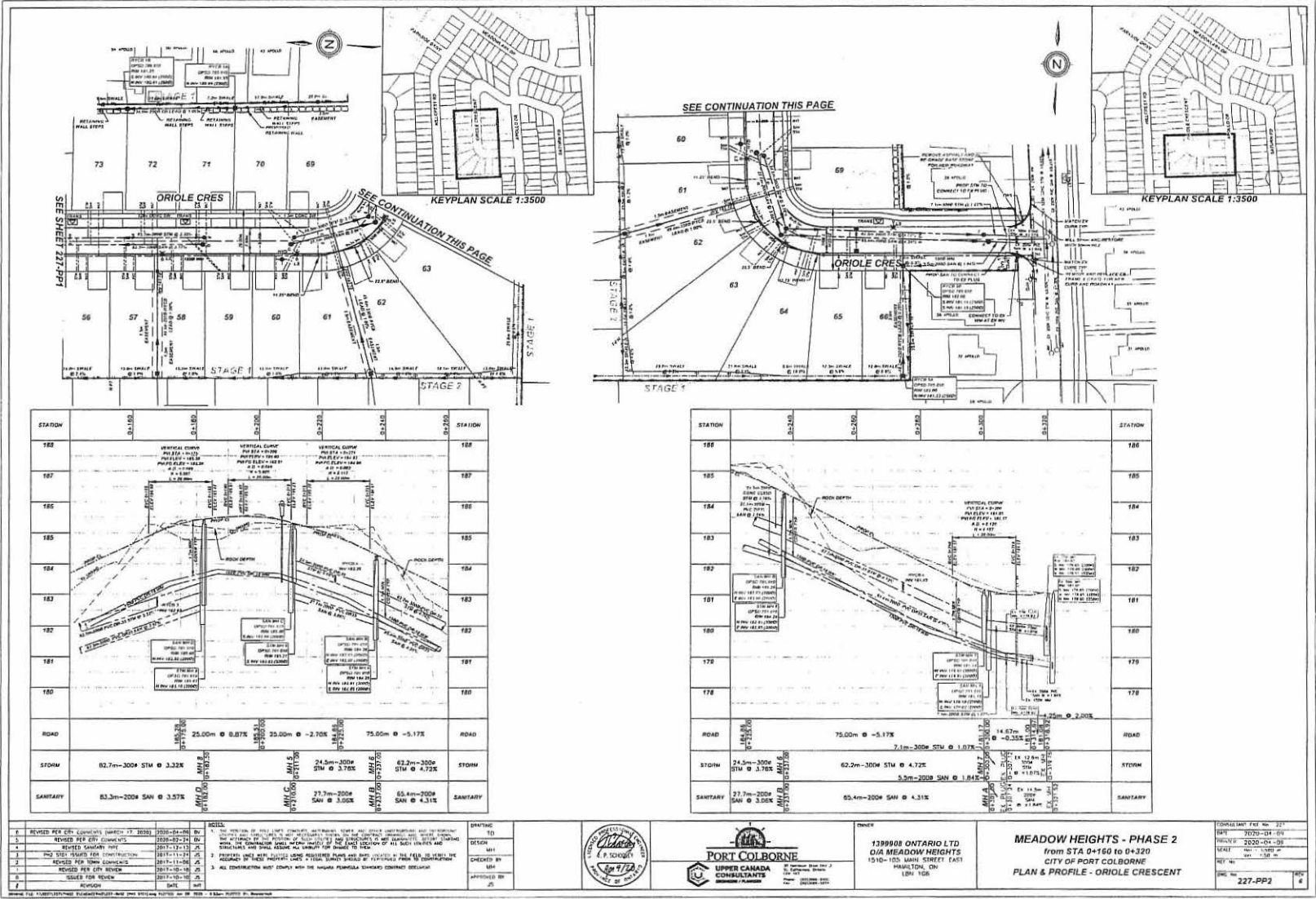
DESIGNED BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]



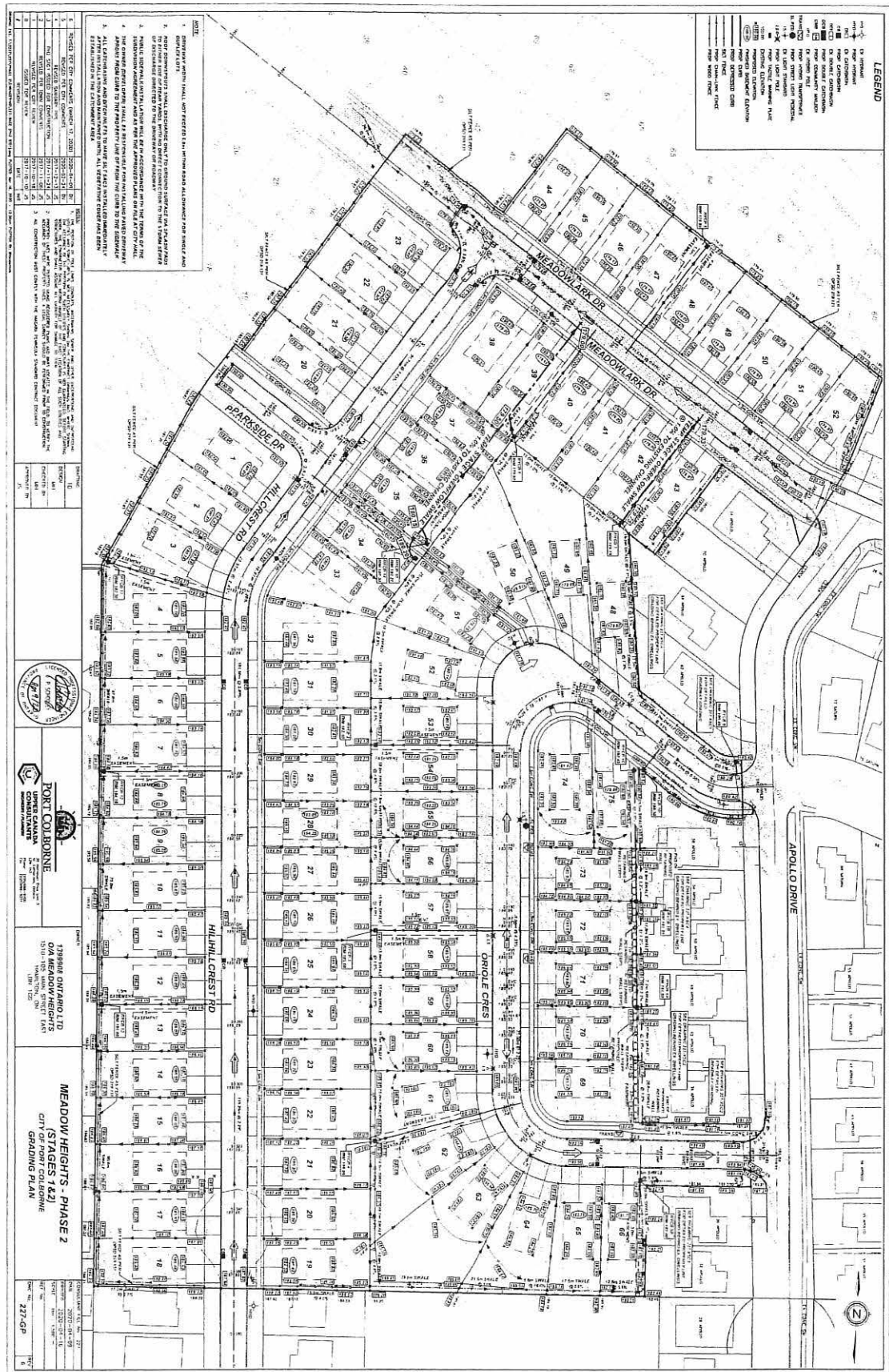
1398908 ONTARIO LTD  
 O/A MEADOW HEIGHTS  
 1510-105 BANK STREET EAST  
 HAMILTON, ON  
 L8N 1G6

**MEADOW HEIGHTS - PHASE 2**  
 O/A MEADOW HEIGHTS  
 from STA 0+000 to 0+160  
 CITY OF PORT COLBORNE  
 PLAN & PROFILE - ORIOLE CRESCENT

PRODUCTION FILE NO: 227	DATE: 2020-04-09
SCALE: 1:500	DATE: 2020-04-09
BY: [Signature]	DATE: 2020-04-09
CHK: [Signature]	DATE: 2020-04-09
227-PP1	1



1 REVISION PER CIVIL CONSULTANT (MARCH 27 2020) 2 REVISION PER CIVIL CONSULTANT 3 REVISION SANITARY NOTE 4 REV SIDE SHOULDER AND SIDEWALKS 5 REVISION PER CIVIL CONSULTANT 6 REVISION PER CIVIL CONSULTANT 7 ISSUED FOR REVIEW 8 REVISION	2020-04-09 2020-07-04 2021-12-13 2021-11-24 2021-11-06 2021-10-16 2021-10-16	<b>NOTES</b> 1. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL INFORMATION IS ACCURATE AND COMPLETE. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 2. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 3. ALL DIMENSIONS ARE GIVEN UNLESS OTHERWISE SPECIFIED.	DESIGN TO: MHA CHECKED BY: MHA APPROVED BY: JIS		<b>OWNER</b> 1399808 ONTARIO LTD VIA MEADOW HEIGHTS 1510-105 MAIN STREET EAST HAMILTON, ON L8M 1G8	<b>PROJECT</b> <b>MEADOW HEIGHTS - PHASE 2</b> from STA 0+160 to 0+320 <b>CITY OF PORT COLBORNE</b> <b>PLAN &amp; PROFILE - ORIOLE CRESCENT</b>	(CONSULTANT) FEE NO. 227 DATE: 2020-04-09 SCALE: 1:500 SHEET NO.: 227-PP2
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**LEGEND**

- 1. LOT BOUNDARY
- 2. EASEMENT
- 3. PROPOSED CONSTRUCTION
- 4. EXISTING CONSTRUCTION
- 5. PROPOSED DRIVEWAY
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- NOTES:**
1. THE CONTRACTOR SHALL VERIFY THE PROPOSED DRIVEWAY WIDTH AND EASEMENT WIDTH.
  2. THE CONTRACTOR SHALL VERIFY THE PROPOSED DRIVEWAY WIDTH AND EASEMENT WIDTH.
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  74. THE CONTRACTOR SHALL VERIFY THE PROPOSED DRIVEWAY WIDTH AND EASEMENT WIDTH.

TABLE 1

LOT NO.	AREA (SQ. FT.)	AREA (SQ. M.)
1	12,345	1,135.5
2	11,234	1,039.2
3	10,123	942.9
4	9,012	846.6
5	8,901	837.5
6	7,890	731.2
7	6,789	634.9
8	5,678	538.6
9	4,567	442.3
10	3,456	346.0
11	2,345	249.7
12	1,234	153.4
13	1,123	144.3
14	1,012	135.2
15	901	126.1
16	890	117.0
17	789	107.9
18	678	98.8
19	567	89.7
20	456	80.6
21	345	71.5
22	234	62.4
23	123	53.3
24	112	44.2
25	101	35.1
26	90	26.0
27	89	16.9
28	78	7.8
29	67	1.7
30	56	2.6
31	45	3.5
32	34	4.4
33	23	5.3
34	12	6.2
35	11	7.1
36	10	8.0
37	9	8.9
38	8	9.8
39	7	10.7
40	6	11.6
41	5	12.5
42	4	13.4
43	3	14.3
44	2	15.2
45	1	16.1
46	1	17.0
47	1	17.9
48	1	18.8
49	1	19.7
50	1	20.6
51	1	21.5
52	1	22.4
53	1	23.3
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60	1	29.6
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63	1	32.3
64	1	33.2
65	1	34.1
66	1	35.0
67	1	35.9
68	1	36.8
69	1	37.7
70	1	38.6
71	1	39.5
72	1	40.4
73	1	41.3
74	1	42.2

**MEADOW HEIGHTS - PHASE 2  
(STAGES 1 & 2)  
CITY OF FORT COLLINS  
GRADING PLAN**

**PREPARED BY: JAMES CALMAN CONSULTANTS**

**DESIGNED BY: JAMES CALMAN CONSULTANTS**

**CHECKED BY: JAMES CALMAN CONSULTANTS**

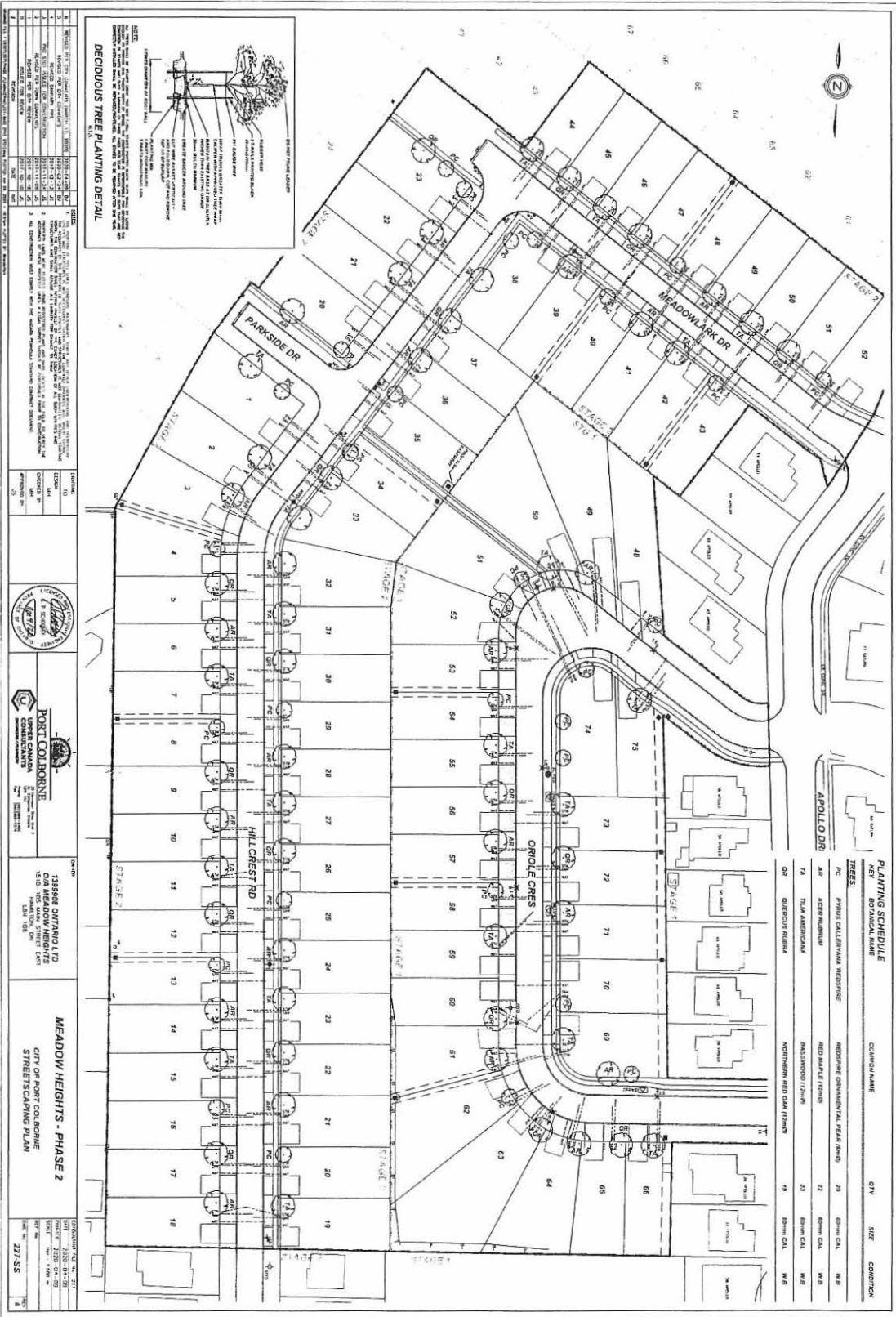
**DATE: 10/1/2023**

**PROJECT NO: 237-GP**

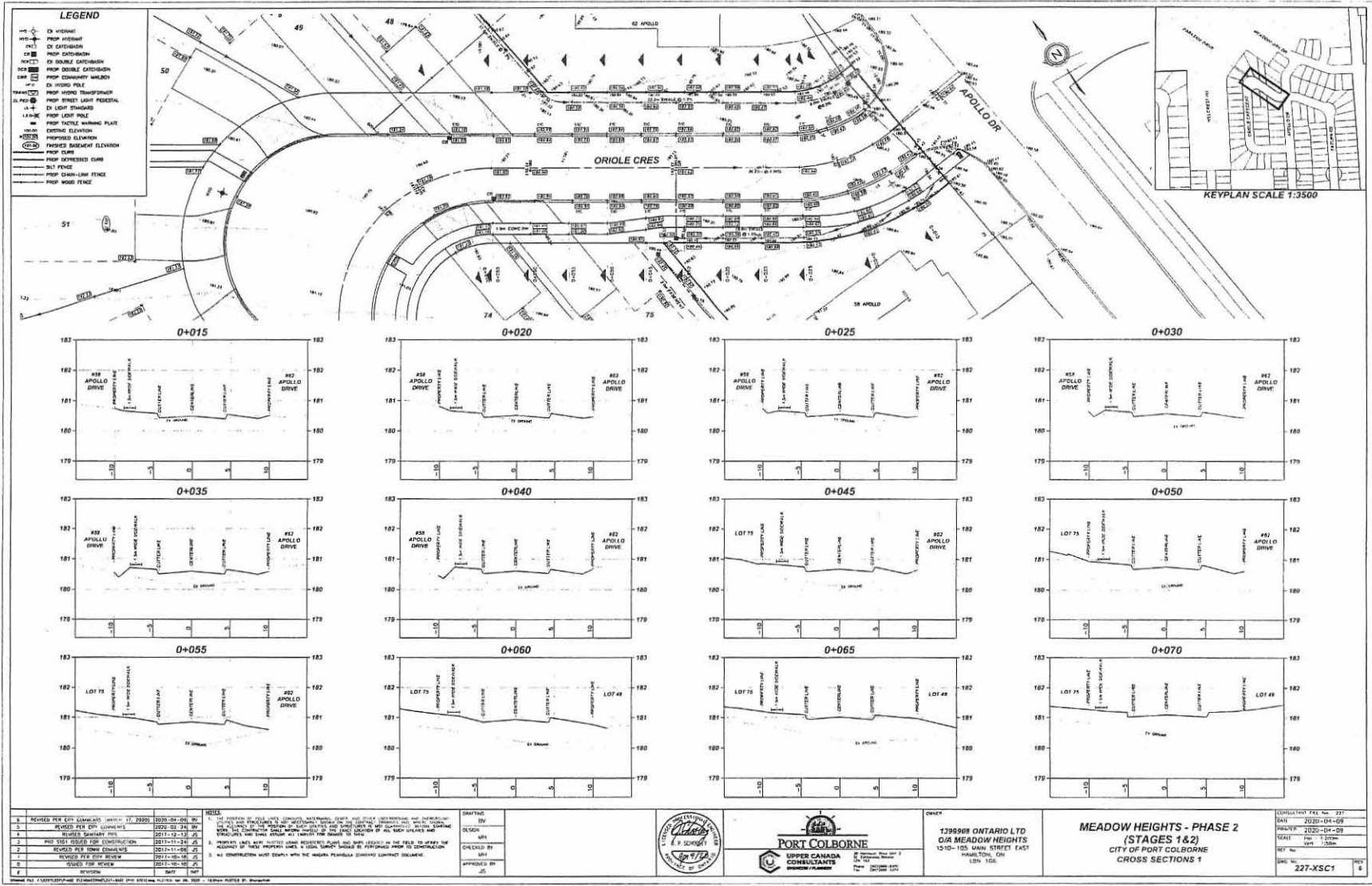
**SCALE: AS SHOWN**

NO.	DATE	DESCRIPTION
1	10/1/2023	ISSUED FOR PERMIT
2	10/1/2023	ISSUED FOR PERMIT
3	10/1/2023	ISSUED FOR PERMIT
4	10/1/2023	ISSUED FOR PERMIT
5	10/1/2023	ISSUED FOR PERMIT
6	10/1/2023	ISSUED FOR PERMIT
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DRAWN BY	SM
DESIGN BY	SM
CHECKED BY	SM
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DATE	2020-04-09

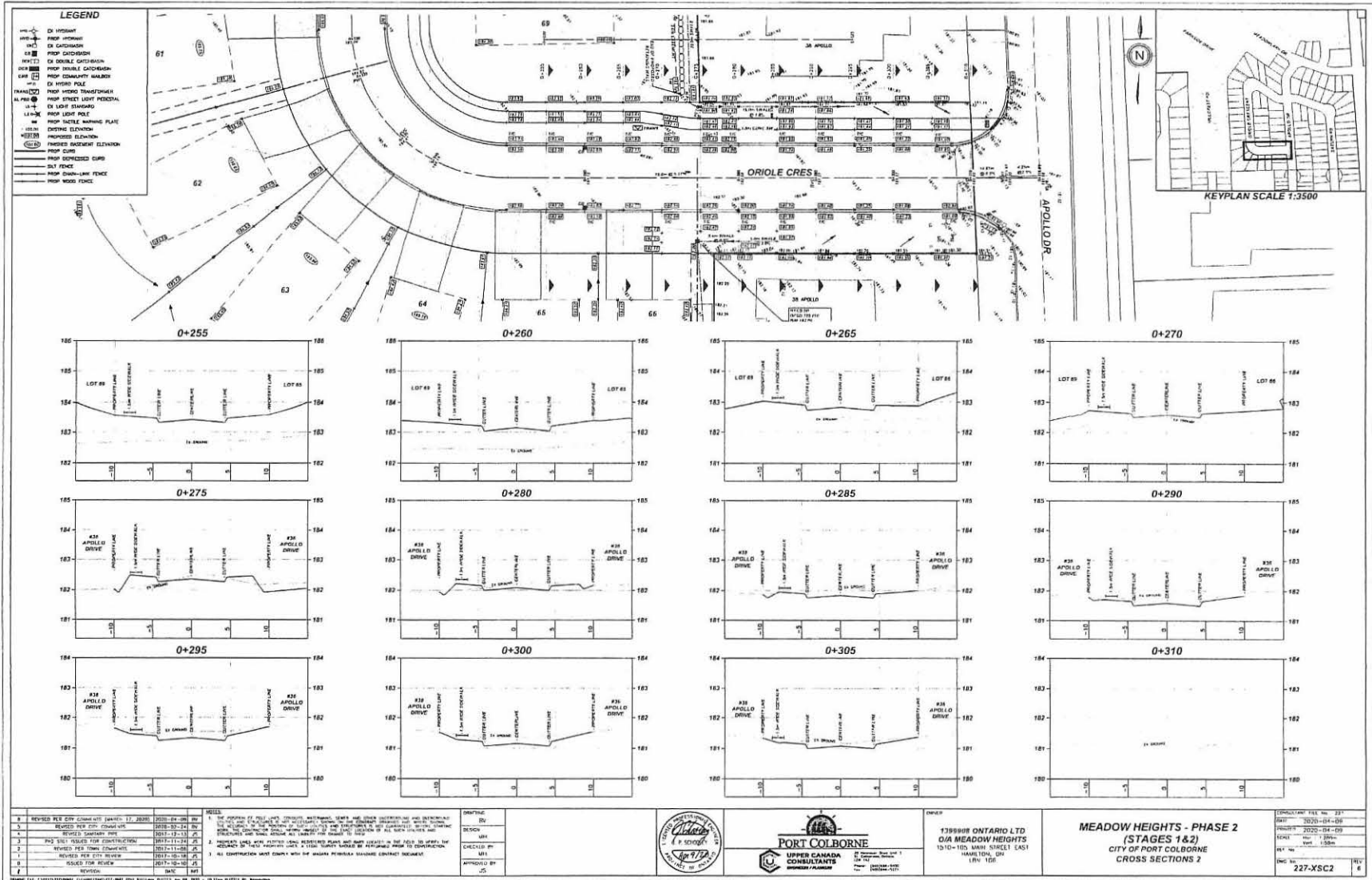


**PORT COLBORNE**  
 UPPER CANADA CONSULTANTS  
 1399 9th Street East  
 Port Colborne, ON L2M 1G6

**1399 9th STREET EAST LTD**  
 CIVIC MEADOW HEIGHTS  
 10-10-105 MAIN STREET EAST  
 PORT COLBORNE, ON L2M 1G6

**MEADOW HEIGHTS - PHASE 2**  
 (STAGES 1&2)  
 CITY OF PORT COLBORNE  
 CROSS SECTIONS 1

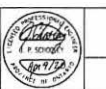
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REV. DATE	2020-04-09
REV. BY	SM
REV. FOR	227-XSC1



NO.	REVISION	DATE	BY	CHKD
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3	REVISED PER CITY COMMENTS	2020-05-14	MM	MM
4	REVISED PER CITY COMMENTS	2021-07-23	MM	MM
5	PHD SHEET ISSUED FOR CONSTRUCTION	2021-11-24	MM	MM
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7	REVISED PER CITY COMMENTS	2021-11-24	MM	MM
8	REVISED PER CITY REVIEW	2021-10-16	MM	MM
9	REVISED PER CITY REVIEW	2021-10-16	MM	MM
10	REVISION	2021-10-16	MM	MM

NOTES:  
 1. THE OWNER OF THIS PROJECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.  
 2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.  
 3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.  
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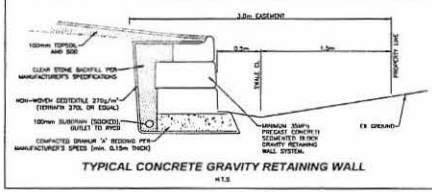
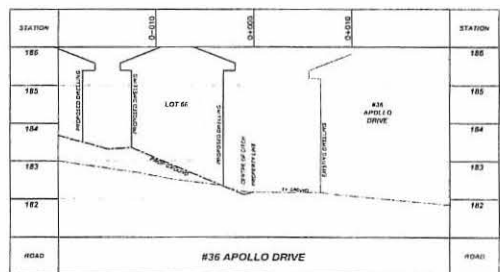
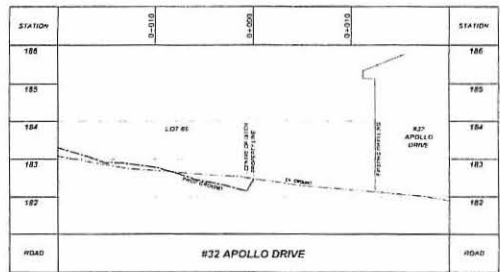
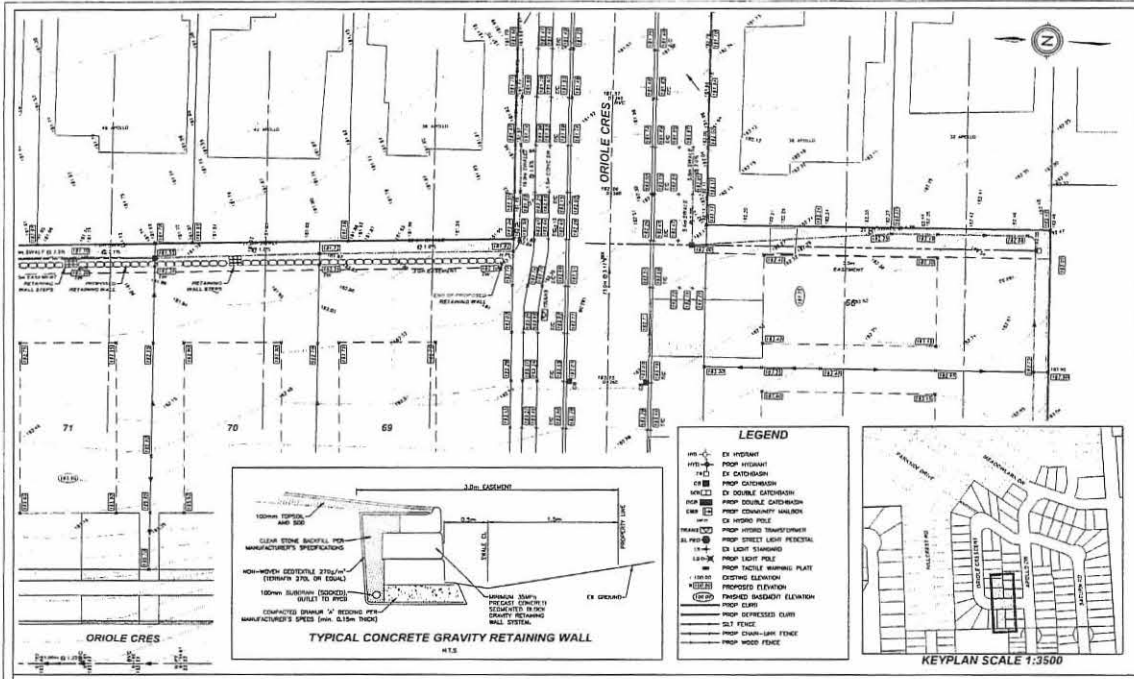
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DATE 2020-04-09	DATE 2020-04-09



OWNER:  
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 VIA MEADOW HEIGHTS  
 10-10-100, BAYVIEW SQUARE EAST  
 HAMILTON, ON  
 L8N 1Y6

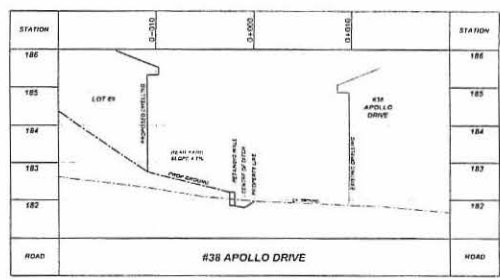
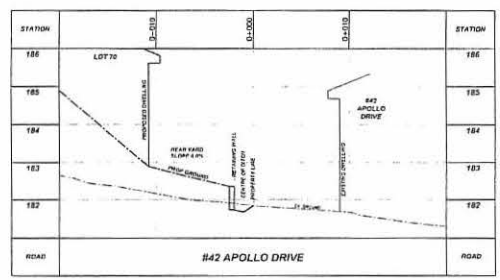
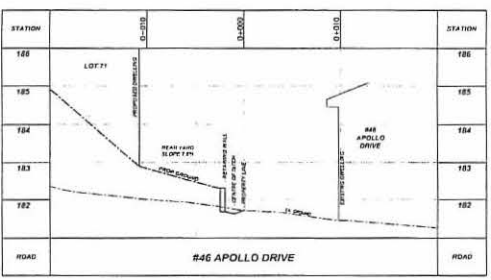
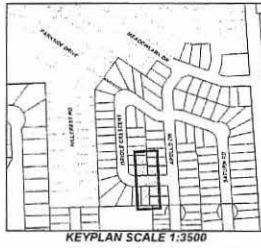
MEADOW HEIGHTS - PHASE 2  
 (STAGES 1&2)  
 CITY OF PORT COLBORNE  
 CROSS SECTIONS 2

CONTRACT NO.	227-XSC2
DATE	2020-04-09
SCALE	AS SHOWN
DATE	2020-04-09
SCALE	AS SHOWN
DATE	2020-04-09
SCALE	AS SHOWN



LEGEND

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HR ---	PROP HIGHWAY
HR ---	EX DITCH/SLOPE
HR ---	PROP DITCH/SLOPE
HR ---	EX DOUBLE CATCH-BASIN
HR ---	PROP DOUBLE CATCH-BASIN
HR ---	PROP CHIMNEY/SUMPTON
HR ---	EX HYDRO POLE
HR ---	PROP HYDRO TRANSFORMER
HR ---	PROP DIRECT LIGHT FIXTURE
HR ---	EX LIGHT STANCHION
HR ---	PROP LIGHT POLE
HR ---	PROP TACTILE WARNING PLATE
HR ---	EXISTING ELEVATION
HR ---	PROPOSED ELEVATION
HR ---	FINISHED GRADE/ELEVATION
HR ---	PROP CURB
HR ---	PROP EXPRESSED CURB
HR ---	PROP CHAR-LAM FENCE
HR ---	PROP WOOD FENCE



NO.	REVISION	DATE	BY
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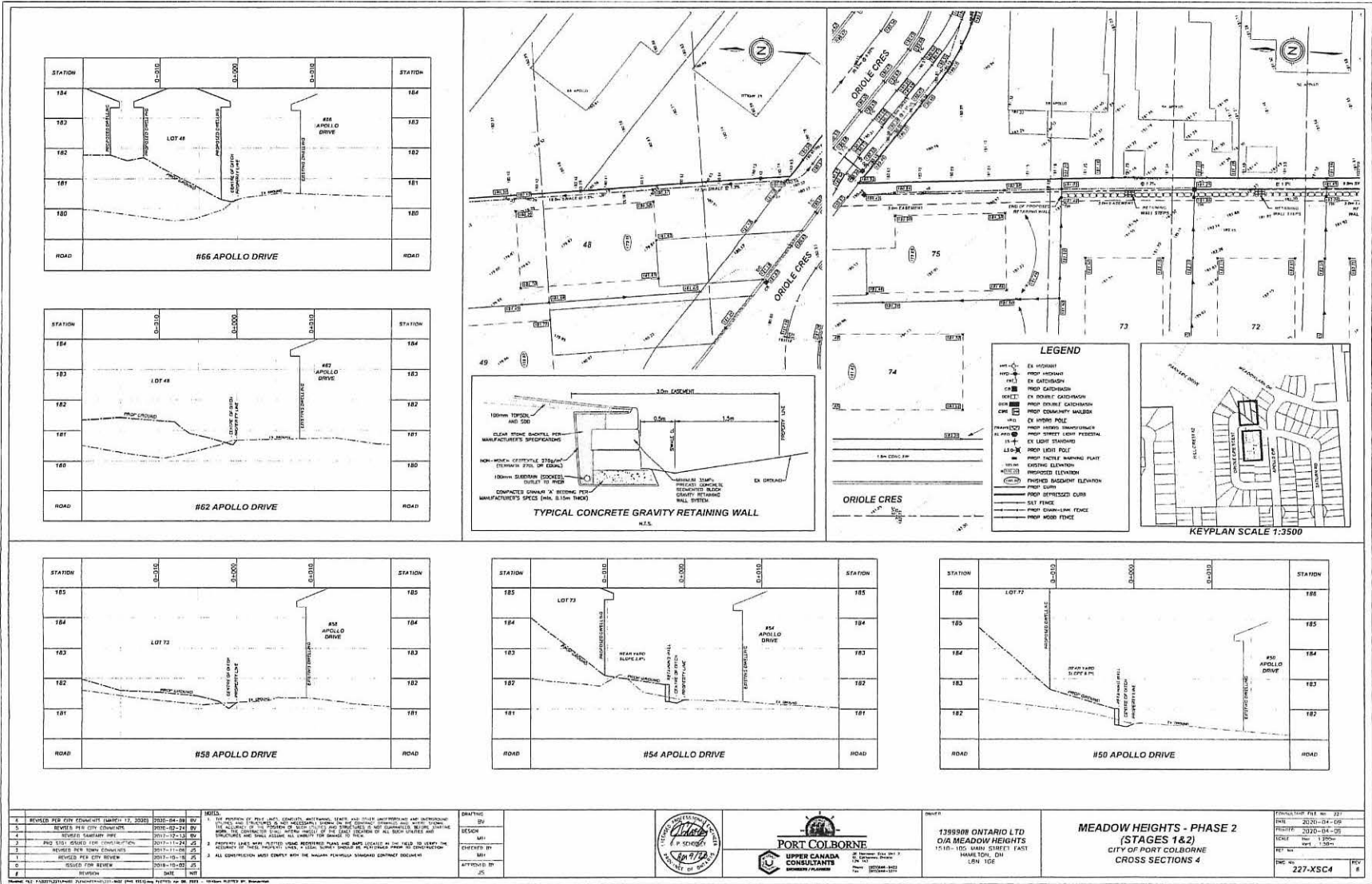
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CHECKED BY: MB  
APPROVED BY: JS



**PORT COLBORNE**  
UPPER CANADA CONSULTANTS  
CONSULTANTS  
1388088 ONTARIO LTD  
1510-105 MAIN STREET EAST  
WILSON, ON  
L9H 1G6

PROJECT NO. 227-XSCJ  
DATE: 2023-04-10  
DRAWN BY: BP  
SCALE: AS SHOWN

**MEADOW HEIGHTS - PHASE 2 (STAGES 1&2)**  
CITY OF PORT COLBORNE  
CROSS SECTIONS 3  
CONSULTANT FILE NO. 227-XSCJ  
REV. NO. 1 OF 1  
DATE: 2023-04-10  
BY: BP  
SCALE: AS SHOWN



NO.	REVISION	DATE	BY	CHKD.	APP'D.
1	REVISED PER CITY COMMENTS (MARCH 12, 2020)	2020-04-08	BY		
2	REVISED PER CITY COMMENTS	2020-02-24	BY		
3	REVISED CONTRACT SET	2019-11-18	BY		
4	PRO. SET FOR CONSTRUCTION	2017-11-24	BY		
5	REVISED PER TOWN ENGINEERS	2017-11-06	BY		
6	REVISED PER CITY REVIEW	2017-10-16	BY		
7	REVISED FOR REVIEW	2016-10-02	BY		
8	REVISED		BY		

**DRAWING**

BY: [Signature]

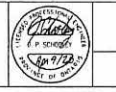
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CHKD: [Signature]

CREATED BY: [Signature]

APP'D BY: [Signature]

DATE: [Signature]



PROJECT:

1399908 ONTARIO LTD  
O/A MEADOW HEIGHTS  
1510-100 MAIN STREET EAST  
HAMILTON, ON  
L8N 1G6

**MEADOW HEIGHTS - PHASE 2  
(STAGES 1 & 2)**  
CITY OF PORT COLBORNE  
CROSS SECTIONS 4

PROJ. NO.	227-XSC4
DATE	2020-04-08
SCALE	1:500
DRAWN BY	
CHECKED BY	
DATE	

The Corporation of the City of Port Colborne

By-Law no. \_\_\_\_\_

Being a by-law to authorize entering into an amendment to subdivision agreement between The Corporation of the City of Port Colborne and 1399908 Ontario Inc.

Whereas the Council of The Corporation of the City of Port Colborne enacted By-law 2364/185/89, Being a By-law to authorize entering into a Subdivision Agreement with CIFA Development Inc. and Lehndorff Investors Services Ltd. on the 14<sup>th</sup> day of November, 1989 respecting lands described as Parcel 29-1, Section 59 – Humberstone – 3 being part of lots 29 and 30, Concession 3 shown as parts 1 through 6 on Plan 59R-1, in the City of Port Colborne, Regional Municipality of Niagara; and

Whereas the Council of the Corporation of the City of Port Colborne enacted By-law 3930/75/00, Being a By-law to Authorize Entering into an Amending Agreement with 1399908 Ontario Ltd. et al to the original Subdivision Agreement with CIFA Developments Inc. et al respecting the Meadow Heights Plan of Subdivision; and

Whereas by approving the recommendations of Department of Planning and Development Report No. 2017-150, Subject: Meadow Heights Subdivision Agreement Amendment – Phase 2, on November 27, 2017, Council has approved entering into an amending agreement to the afore-mentioned existing subdivision agreement through By-law 6536/103/17; and

Whereas by approving the recommendations of Planning and Development Department, Planning Division Report No. 2020-63, Subject: Meadow Heights Subdivision Agreement Amendment – Phase 2, on September 28, 2020, Council has approved repealing By-law 6536/103/17 and entering into an amending agreement to the afore-mentioned existing subdivision agreement;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That Council hereby approves entering into an Amendment to the Subdivision Agreement with 1399908 Ontario Inc., which agreement is attached to this By-law as Schedule “A”.
2. That the Mayor and Clerk be and they are hereby authorized and directed to sign the said Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the executed Amendment to Subdivision Agreement be registered on title to the subject lands in the Niagara Land Registry Office.
4. That By-law 6536/103/17, Being a By-law to Authorize Entering into an

Amendment to the Subdivision Agreement with 1399908 Ontario Inc. (Meadow Heights Subdivision), be hereby repealed.

5. That this By-law shall come into effect on the date of its final passing by Council.

Enacted and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
William C. Steele  
Mayor

\_\_\_\_\_  
Amber LaPointe  
City Clerk





**Planning and Development Department  
Planning Division**

**Report Number: 2020-118**

**Date: September 28, 2020**

**SUBJECT: Joint Agency Review Team Public Liaison Committee (JARTPLC)**

**1) PURPOSE:**

The purpose of the report is to consider the establishment of a Joint Agency Review Team Public Liaison Committee (JARTPLC).

**2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES**

On July 27, 2020, Council approved Planning and Development Report 2020-93, Joint Agency Review Team – Memorandum of Understanding – Port Colborne Quarries Proposed Quarry Application.

This approval authorized the signing of the Joint Agency Review Team Memorandum of Understanding;

Council also directed “that the Director of Planning and Development prepare and bring forward a report to Council regarding the creation of a Planning Committee.”

**3) STAFF COMMENTS AND DISCUSSIONS**

Staff is proposing a Joint Agency Review Team Public Liaison Committee (JARTPLC) terms of reference that will outline the role of the committee and operational matters.

Staff is proposing that the JARTPLC operate on the following terms:

1. The purpose of the JARTPLC is to provide public overview with respect to the Joint Agency Review Team (“JART”) process for applications to be submitted by Port Colborne Quarries (PCQ) to amend the Official Plan and Zoning By-law. 6575/30/18.
2. Staff from the Planning and Development Department will provide updates on the JART to the JARTPLC.
3. Up to five (5) members of the public will be members of the JARTPLC.
4. All members of the JARTPLC shall serve without remuneration.
5. All meetings of the JARTPLC shall be open to the public and no person shall be excluded therefrom except for improper conduct or except matters identified in Section 239(2) of the Municipal Act, 2001, S.O. 2001, c. 25.
6. That the JARTPLC shall elect a Chair, or in his/her absence the Vice-Chair.
7. A quorum of the JARTPLC shall consist of a majority of sitting members.
8. Meetings will be scheduled within 3 weeks subsequent to a JART meeting.

9. City staff will provide administrative functions (e.g. minute taking) and scheduling meetings in City Hall.
10. The JARTPLC will provide Council with their comments on applications for amendments to the Official Plan and Zoning By-law 6575/30/18 once processed.
11. The JARTPLC will terminate at the conclusion of the JART and Council's future consideration of Official Plan and Zoning By-law 6575/30/18 amendment applications.

Staff will publically advertise for committee participation and a subsequent report will approve the JARTPLC members.

**4) OPTIONS AND FINANCIAL CONSIDERATIONS:**

Costs for newspaper notification will be covered by the Planning Division's advertising budget line.

**a) Do nothing**

Not applicable.

**b) Other Options**

Council can edit the proposed Terms of Reference for the JARTPLC.

**5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES**

Not applicable.

**6) ATTACHMENTS**

Appendix A - Terms of Reference for the JARTPLC

**7) RECOMMENDATION**

That Council approve the Terms of Reference for the Joint Agency Review Team Public Liaison Committee (JARTPLC) attached hereto as Appendix A.

**8) SIGNATURES**

Prepared on September 16, 2020 by:



Dan Aquilina, MCIP, RPP, CPT  
Director of Planning and Development

Reviewed and respectfully submitted by:



C. Scott Luey  
Chief Administrative Officer

The Corporation of the City of Port Colborne

By-law No. \_\_\_\_\_

Being a By-law to Establish a Joint Agency Review Team  
Public Liaison Committee

Whereas at its meeting of July 27, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved Planning and Development Report 2020-93, Joint Agency Review Team – Memorandum of Understanding – Port Colborne Quarries Proposed Quarry Application; and

Whereas at its meeting of September 28, 2020 Council considered Planning and Development Department, Planning Division Report No. 2020-118, Subject: Joint Agency Review Team Public Liaison Committee (JARTPLC), and resolved to establish the Joint Agency Review Team Public Liaison Committee and adopt a Terms of Reference; and

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That there is hereby established a committee to be known as the “Joint Agency Review Team Public Liaison Committee”.
2. That the Terms of Reference for the Joint Agency Review Team Public Liaison Committee, attached hereto as Schedule “A”, are hereby adopted.
3. That the Joint Agency Review Team Public Liaison Committee shall operate in accordance with the policies of The Corporation of the City of Port Colborne.
4. That this by-law shall come into force and take effect on the day of final passing.

Enacted and passed this \_\_\_\_ day of \_\_\_\_\_ 2020.

**Schedule "A" to By-law \_\_\_\_\_**  
**Joint Agency Review Team Public Liaison Committee**  
**Terms of Reference**  
**City of Port Colborne**

**Name**

The committee will be known as the Joint Agency Review Team Public Liaison Committee (the "JARTPLC").

**Purpose**

The purpose of the JARTPLC is to provide public overview with respect to the Joint Agency Review Team ("JART") process for applications to be submitted by Port Colborne Quarries (PCQ) to amend the Official Plan and Zoning By-law. 6575/30/18.

Staff from the Planning and Development Department will provide updates on the JART to the JARTPLC.

**Composition**

Up to five (5) members of the public will be members of the JARTPLC.

**Budget**

All members of the JARTPLC shall serve without remuneration.

**Meetings**

- All meetings of the JARTPLC shall be open to the public and no person shall be excluded there from except for improper conduct or except matters identified in Section 239(2) of the Municipal Act, 2001, S.O. 2001, c. 25.
- That the JARTPLC shall elect a Chair, or in his/her absence the Vice-Chair.
- Meetings will be scheduled within 3 weeks subsequent to a JART meeting.
- The JARTPLC will provide Council with their comments on applications for amendments to the Official Plan and Zoning By-law 6575/30/18 once processed.
- City staff will provide administrative functions (e.g. minute taking) and scheduling meetings in City Hall.

**Quorum**

A quorum of the JARTPLC shall consist of a majority of sitting members.

**Term of Office**

The JARTPLC will terminate at the conclusion of the JART and Council's future consideration of Official Plan and Zoning By-law 6575/30/18 amendment applications.

Report Number: 2020-128

Date: September 28, 2020

**SUBJECT: By-Law Revision – Parking Restrictions on Bell Street**

**1) PURPOSE:**

This report is prepared in response to direction from Council to proceed with recommendations from Report Number 2020-109 regarding improvements to the intersection of Bell Street and Fares Street to address traffic safety issues. The purpose is to amend By-Law 89-2000 to reflect updated parking restrictions on Bell Street.

**2) HISTORY, BACKGROUND, COUNCIL POLICY, AND PRACTICES:**

Report Number 2020-109 outlined the key safety issues at this intersection, including buildings built too close to the property line, fences violating the City's maximum allowed height, and on-street parking being allowed too close to the intersection. After reviewing this report, Council directed staff to proceed with the plan for additional signage, flashing beacons, and extension of "No Parking" boundaries. While the additional signage and flashing beacons are already in the process of being purchased and installed, modifying the "No Parking" boundaries requires a By-Law amendment.

**3) STAFF COMMENTS AND DISCUSSIONS:**

Engineering staff have completed a plan outlining the proposed changes to signage as well as the "No Parking" boundaries that will improve sightline distances for northbound and southbound drivers.

According to By-Law 89-2000, the standard prohibited parking restriction from an intersection without signs is 10m. Based on the minimum recommended sightline distance of 90m as outlined in the Ontario Traffic Manual for a 40 km/hr road, this intersection requires the parking restriction to be increased to the limits outlined below.

With drivers on Bell Street having the right of way, drivers on Fares Street have the onus to ensure that the intersection is clear before proceeding. As such, the requested "No Parking" alterations have been limited to parking on Bell Street. Pushing the parking limits away from the intersection will allow drivers stopped on Fares Street to see further down Bell Street to check for traffic.

The north side of Bell Street, east of the intersection, already has a "No Parking" sign installed 26m from the intersection (measured from the edge of pavement/curb line on Fares Street). Engineering is proposing the same limitation be placed on the south side of the road, east of the intersection, where there is currently no parking signage.

The north side of Bell Street, west of the intersection, currently has a "No Parking" sign 8m from the intersection. With vehicles parking immediately after the "No Parking" sign, visibility is still limited to 21.5m for drivers travelling southbound on Fares Street looking west. The proposed change extends the "No Parking" to 22m west of the intersection,

improving the site line distance to 40m. At this point the sightline distance is only limited by the face of the building at 402 Fares Street and cannot be improved further without removing the building.

The same parking restriction is being proposed for the south side of Bell Street, west of the intersection, with a 22m distance. While the “No Parking” limits on the west side of Bell Street is 4m lower compared to the east side, this is only due to the parking restrictions extending up to the nearest driveway entrances, which then further prevents on street parking without the need for additional signage.

In addition to “No Parking”, Engineering is recommending that “No Stopping” be implemented in all the described areas. This recommendation is largely in part due to St. Therese Church being at the southwest corner of the intersection, and is likely to have frequent pick-ups and drop-offs, resulting in blocked sightlines for traffic on Fares Street.

Adding these limitations should drastically improve sightlines for drivers on Fares Street, allowing them to see oncoming traffic without having to creep into the intersection. There have been no proposed changes to the parking restrictions on Fares Street as the 10m restriction outlined in By-Law 89-2000 is sufficient for drivers on Bell Street to see any vehicles that are at the stop signs on Fares Street. A summary of all proposed changes can be seen below in Table 1, as well as the aerial image attached as Appendix A.

<b>Table 1 – Summary of Proposed Changes</b>		
<b>Location</b>	<b>Existing Restriction</b>	<b>Proposed Restriction</b>
North side of Bell Street East of Fares Street	“No Parking” sign posted 26m from intersection	Change existing “No Parking” to “No Stopping”
South side of Bell Street East of Fares Street	10m from intersection (no existing signage)	“No Stopping” sign posted 26m from intersection
North side of Bell Street West of Fares Street	“No Parking” sign posted 8m from intersection	Remove existing “No Parking” sign and add “No Stopping” sign 22m from intersection
South side of Bell Street West of Fares Street	10m from intersection (no existing signage)	“No Stopping” sign posted 22m from intersection

These restrictions are likely to cause minimal impact for the surrounding residents, with the exception of residents at 402 Fares Street (northwest corner property). During site investigations, vehicles were frequently seen parked immediately after the current “No Parking” sign 8m west of the intersection. They will now be required to park further west, likely in front of 104 Bell Street. Street parking was not found to be frequent on the south side of Bell Street, west of the intersection. For the south side of Bell Street, east of the intersection, this area had been used as parking for St. Therese Church. However, with the proposed changes only removing two on street parking stalls, Engineering is of the opinion that this will have a negligible effect on the availability of parking due to their

dedicated parking lot and ample street parking further away from the intersection.

**4) OPTIONS AND FINANCIAL CONSIDERATIONS:**

**a) Do nothing**

Council could decide that the existing “No Parking” limits are adequate and do not need to be altered.

**b) Amend Parking and Traffic By-Law 89-2000 with new “No Stopping” restrictions (Recommended)**

Council could direct staff to enact “No Stopping” restrictions at all proposed areas to ensure vehicles do not block sightlines for vehicles travelling on Fares Street.

**c) Amend Parking and Traffic By-Law 89-2000 with new “No Parking” restrictions.**

Council may find that “No Stopping” is too restrictive, and instead direct staff to amend the Parking and Traffic By-Law 89-2000 to only add “No Parking” to the proposed areas.

**5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES:**

This section is not applicable.

**6) ATTACHMENTS:**

Appendix A – Aerial image of Proposed “No Stopping” Changes

**7) RECOMMENDATION:**

That Council direct staff to amend Parking and Traffic By-Law 89-2000 to add new restrictions to “No Stopping” limitations on Bell Street as outlined in this report.

8) SIGNATURES:

Prepared on September 8, 2020, by:




Mat Pilon  
Construction Inspector

Reviewed by:



Steve Shypowskyj  
Manager of Projects & Design  
Acting Director of Engineering &  
Operations

Reviewed by:



Sherry Hanson, C.P.S.O.  
Manager of By-law Services

Reviewed and Respectfully Submitted by:



C. Scott Luey  
Chief Administrative Officer





**NEW "NO STOPPING" SIGN LOCATION**

22m

**BELL STREET**

26m

**EXISTING "NO PARKING" SIGN  
CHANGE TO "NO STOPPING" RESTRICTION**

**NEW "NO STOPPING" SIGN LOCATION**



**PORT COLBORNE**

**THE CITY OF PORT COLBORNE  
BELL AND FARES STREET INTERSECTION**

**PROPOSED "NO STOPPING" CHANGES**

DATE	2020-09-21
SCALE	NTS
REF. No.	
DWG No.	Appendix A

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Report Number: 2020-130

Date: September 28, 2020

**SUBJECT: Traffic Safety Review - Intersection of Stanley Street and Wood Lane**

**1) PURPOSE:**

This report is prepared in response to a request from Council to have the Engineering Department review the intersection of Stanley Street and Wood Lane in regards to any traffic safety issues that may exist and to determine whether an all-way stop should be considered.

**2) HISTORY, BACKGROUND, COUNCIL POLICY, AND PRACTICES:**

Stanley Street is a local road owned by the City of Port Colborne that runs east-west from Steele Street to Lancaster Drive. There are sidewalks on one side or both sides of the street for the entire length. The sidewalk on the north side from Wood Lane to Scholfield Avenue was recently installed in July of 2020. Stanley Street has stop signs where it intersects with Linwood Avenue, Rosemount Avenue, Hampton Avenue, and Scholfield Avenue, as well as both termination points. The speed limit on Stanley Street is 50km/h.

Wood Lane is a local road owned by the City of Port Colborne that runs north-south from Clarence Street to Stanley Street. There are no sidewalks on Wood Lane and there are stop signs at both ends. The speed limit on Wood Lane is 50km/h.

There have been no reported collisions at this intersection in the last ten years.

**3) STAFF COMMENTS AND DISCUSSIONS:**

Based on the Ontario Traffic Manual (O.T.M.) guidelines, all-way stop control is not warranted nor recommended at this intersection. The following are relevant reasons, taken from the O.T.M., for not installing all-way stop control:

- where the protection of pedestrians is a prime concern, this concern should be addressed by other means (e.g. controlled pedestrian crossings)
- as a speed control device
- as a means of deterring the movement of through traffic in a residential area

Under the provincial guidelines, with respect to all-way stop control, there is consideration given to intersections with high traffic volume or high collision rates.

For high traffic volume, the minimum total traffic passing through an intersection in one hour must exceed 350 vehicles. Although there is no traffic count data for this particular intersection, comparing to other similar intersections in the city indicates that Stanley Street and Wood Lane would not meet this threshold.

For high collision rate, there must be a minimum of four reported collisions per year over a period of three years. Only collisions that could be relieved by an all-way stop may be considered (i.e., right angle and turning type collisions). As mentioned earlier, there have been no reported collisions at this intersection in the last ten years.

It should be noted to Council that the City may have liability in collisions that occur at intersections with unwarranted stop control.

**4) OPTIONS AND FINANCIAL CONSIDERATIONS:**

**a) Do nothing**

Council could decide to leave the intersection in its current state since all-way stop control is not warranted. (Recommended)

**b) Install all-way Stop control**

Council could direct staff to install Stop signs on all three approaches to the intersection. This would be unwarranted under provincial traffic design guidelines and could open the City to liability if an accident occurs as a result.

**5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES:**

This section is not applicable.

**6) ATTACHMENTS:**

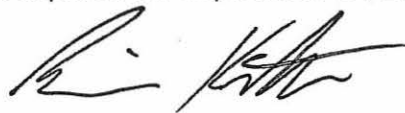
None.

**7) RECOMMENDATION:**

That Council receive Engineering and Operations Department, Engineering Division Report No. 2020-130, Subject: Traffic Safety Review - Intersection of Stanley Street and Wood Lane, for information.

**8) SIGNATURES:**

Prepared on September 18, 2020, by:



Brian Kostuk  
Development & Asset Inventory  
Supervisor

Reviewed by:



Steve Shypowskyj  
Manager of Projects & Design  
Acting Director of Engineering &  
Operations

Reviewed and Respectfully Submitted by:



Scott Luey  
Chief Administrative Officer

Report Number: 2020-131

Date: September 28, 2020

**SUBJECT: Traffic Safety Review - Intersection of King Street and Sugarloaf Street**

**1) PURPOSE:**

This report is prepared in response to a request from Council to have the Engineering Department review the intersection of King Street and Sugarloaf Street in regards to any traffic safety issues that may exist and to determine whether an all-way stop should be considered.

**2) HISTORY, BACKGROUND, COUNCIL POLICY, AND PRACTICES:**

King Street is an arterial road owned by the City of Port Colborne that runs north-south from Lake Erie to Main Street West (Regional Road #3). There are sidewalks on one side or both sides of the street for the entire length, excluding the industrial area south of West Street. King Street is a major truck route and, as such, has minimal stop control. Stop signs are present where it intersects with Charlotte Street and traffic lights control the intersections with three other arterial roads, those being Clarence Street, Killaly Street West (Regional Road #5), and Main Street West (Regional Road #3). In addition to these, there is a signalized warning system at the rail crossing south of Princess Street. The speed limit on King Street is 50km/h.

Sugarloaf Street is a local/collector road owned by the City of Port Colborne that runs east-west from West Street to a dead-end west of Olga Drive. There are sidewalks on one side or both sides of the street for the entire length, except the portion west of Scholfield Avenue. Stop signs are present at the intersections of King Street, Elm Street, Steele Street, Rosemount Avenue, and Scholfield Avenue, as well as the termination point at West Street. The speed limit on Sugarloaf Street is 40km/h between King Street and Steele Street and between Jefferson Avenue and Rosemount Avenue. The remainder is 50km/h.

According to the Niagara Region Transportation Services Division, there has been one collision at this intersection in the last five years. That collision was in November of 2015 and was the result of failing to yield to oncoming traffic when turning onto King Street.

Approximately 60m south of the King Street and Sugarloaf Street intersection is an uncontrolled pedestrian crossing for a multi-use trail which crosses King Street on a diagonal alignment.

**3) STAFF COMMENTS AND DISCUSSIONS:**

Based on the Ontario Traffic Manual (O.T.M.) guidelines, all-way stop control is not warranted nor recommended at this intersection. The following are relevant reasons, taken from the O.T.M., for not installing all-way stop control:

- where the protection of pedestrians is a prime concern, this concern should be

- addressed by other means (e.g. controlled pedestrian crossings)
- as a speed control device
- on truck or bus routes, except where two such routes cross
- where traffic would be required to stop on grades

Under the provincial guidelines, with respect to all-way stop control, there is consideration given to intersections with high traffic volume or high collision rates.

For high traffic volume on an arterial road, the minimum total traffic passing through an intersection must exceed 500 vehicles per hour for each of any eight hours of the day, the combined vehicular and pedestrian volume on the minor street must exceed 200 per hour for each of the same eight hours, and the volume split must not exceed 70/30. Although there is no traffic count data available for this intersection, it is not believed that this threshold would be met.

For high collision rate, there must be a minimum of four reported collisions per year over a period of three years. Only collisions that could be relieved by an all-way stop may be considered (i.e., right angle and turning type collisions). As mentioned earlier, there has only been one reported collision over the last five years.

It should be noted to Council that the City may have liability in collisions that occur at intersections with unwarranted stop control.

It should also be noted that King Street crests at the Sugarloaf Street intersection with a noticeable incline for southbound drivers. Placing a stop at this location could make it difficult for drivers in large tractor-trailers to begin moving again after stopping.

Staff have assessed the sight lines for eastbound and westbound drivers on Sugarloaf Street. There are no significant obstructions when looking south, however, westbound drivers are affected by vegetation on City property around the hydro pole and guy wire adjacent to the stop sign on the north side. In addition to this, there is a private parking area for residents at 25 Sugarloaf Street which can block a driver's view when cars are parked. There is an opportunity to move the stop bar and sign further west to give stopped drivers a better angle to see southbound traffic. This, combined with removing the vegetation, will greatly improve sight lines.

While performing the assessment of the King Street and Sugarloaf Street intersection, staff also looked at the pedestrian crossing at the multi-use trail approximately 60 metres to the south. Staff feel that the current diagonal alignment of the crossing is unusual and should be realigned to be perpendicular to King Street. This will result in pedestrians crossing the road more quickly and will also make it easier for them to keep their eyes on vehicles approaching from both directions, where currently they are facing away from one direction of traffic while crossing. It is recommended that this realignment be included as part of the Port Colborne Cruise Ship Berthing Facility project. Also of note is the fact that there are no "Trail Crossing" or "Trail Crossing Ahead" signs for northbound traffic. These signs should be installed immediately to warn drivers of the possibility of pedestrians on the road.

**4) OPTIONS AND FINANCIAL CONSIDERATIONS:**

**a) Do nothing**

Council could decide to leave the intersection in its current state.

**b) Improve sight lines and install trail signage.**

Council could direct staff to proceed with their recommendations to remove vegetation from City property, move the westbound stop bar location, install "Trail Crossing" warning signs, and include the realignment of the pedestrian crossing in the upcoming Port Colborne Cruise Ship Berthing Facility project. (Recommended)

**c) Add all-way stop control to staff recommendations.**

Council could direct staff to install all-way stop control at the intersection in addition to staff's other recommendations. This would be unwarranted under provincial traffic design guidelines and could open the City to liability if an accident occurs as a result.

**5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES:**

This section is not applicable.

**6) ATTACHMENTS:**

None.

**7) RECOMMENDATION:**

That Council direct staff to remove vegetation from City property, move the westbound stop bar location, install "Trail Crossing" warning signs, and include the realignment of the pedestrian crossing in the upcoming Port Colborne Cruise Ship Berthing Facility project.

8) SIGNATURES:

Prepared on September 18, 2020, by:



Brian Kostuk  
Development & Asset Inventory  
Supervisor

Reviewed by:



Steve Shypowskyj  
Manager of Projects & Design  
Acting Director of Engineering &  
Operations

Reviewed and Respectfully Submitted by:



Scott Luey  
Chief Administrative Officer



Report Number: 2020-132

Date: September 28, 2020

**SUBJECT: Tangible Capital Asset Policy**

**1) PURPOSE**

The purpose of this report is to update the Tangible Capital Asset Policy for the City of Port Colborne (the "City").

**2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES**

The City has had a Tangible Capital Asset Policy in place since 2011. The policy attached as Appendix A – Tangible Capital Asset Policy is an update to that policy.

This policy supports work required through Ontario Regulation 588/18 related to Asset Management Planning for Municipal Infrastructure. It is not the Asset Management Plan itself. As communicated to Council in Report No. 2019-50 on April 8, 2019, staff is working towards an Asset Management Plan related to core assets (roads, bridges, water, waste water and storm water assets) that will incorporate asset inventory, current levels of service and the costs to maintain those levels of service. The Asset Management Plan will be completed by July 1, 2021 in accordance with ministry regulations.

**3) STAFF COMMENTS AND DISCUSSIONS**

This policy update is primarily administrative in nature. The policy itself is fairly administrative as it details the City's delegated authority to account and purchase tangible capital assets as well as the related responsibilities and requirements surrounding:

- Record keeping
- Accounting at Acquisition
- Accounting for Capital Leases
- Accounting for Pooled Tangible Capital Assets
- Accounting for Componentization
- Amortization
- Additional considerations (subdivisions, municipal drains, works of art)
- Disposals of Tangible Capital Assets

Financial Services staff highlight that while this policy update is primarily administrative in nature the following salient changes have been included:

- City labour incurred while working on a Tangible Capital Asset will not be capitalized. Staff highlights a simpler and cost-effective approach is simply to budget City employees in the operating budget and record those costs in the operating budget.

- The threshold to identify a tangible capital asset has been adjusted to \$5,000 for all tangible capital assets unless otherwise identified. Previously the value was asset dependent and effectively ranged from zero to \$20,000. Financial Services staff identify that for the Library that is consolidated with the City, their threshold is zero.

**4) OPTIONS AND FINANCIAL CONSIDERATIONS:**

**a) Do Nothing**

The City would continue with the current Tangible Capital Asset Policy.

**b) Other Options**

Council could amend the proposed Tangible Capital Asset Policy. Should amendments be proposed, staff may request time to consider any amendments and their compliance with the *Municipal Act*.

**5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES**

Updating the Tangible Capital Asset Policy will support the City of Port Colborne in ensuring a transparent and accountable financial framework.

**6) ATTACHMENTS**

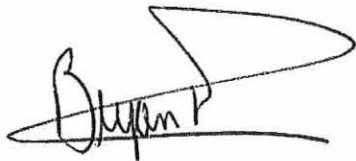
Appendix A – Tangible Capital Asset Policy

**7) RECOMMENDATION**

That the Tangible Capital Asset Policy attached to Corporate Services Department, Financial Services Division Report No. 2020-132 as Appendix A – Tangible Capital Asset Policy, be approved.

**8) SIGNATURES**

Prepared on August 18, 2020 by:



Bryan Boles, MBA, CA, CPA  
Director of Corporate Services /  
Treasurer

Reviewed and respectfully submitted by:



C. Scott Luey  
Chief Administrative Officer



**PORT COLBORNE**

<b>Administrative Policy No:</b>	FIN - 03
<b>Policy:</b>	TANGIBLE CAPITAL ASSET POLICY
<b>Effective:</b>	September 28, 2020 (NEW)
<b>Revised:</b>	
<b>Current Legislation:</b>	
<b>Applicable to:</b>	Capital Asset Transactions
<b>Policy Owner:</b>	Director of Corporate Services / Treasurer

**Policy Statement**

The Corporation of the City of Port Colborne (the “City”) purchases tangible capital assets to support the operations of the City. This policy is intended to be complimentary to the City’s Capital Asset Management Policy that is subject to Ontario Regulation 588/17.

The purpose of this Capital Asset Policy is to ensure the stewardship of the City’s tangible capital assets and the corresponding accounting practices.

All tangible capital assets purchased by the City regardless of funding source or account are the property of the City unless expressed in writing otherwise. Tangible capital assets purchased must be for the benefit of the City.

**1) Delegated Authority**

Financial Services is responsible for the financial accounting of tangible capital assets. Tangible capital assets are to be accounted for in accordance with Canadian public sector accounting standards and this policy.

Departments purchasing tangible capital asset purchases must do so in accordance with the City’s Purchasing Policy subject to budgetary approval.

Departments carry responsibility for certain record keeping responsibilities as outlined in this policy.

**2) Record Keeping**

The responsibility for maintaining capital asset records resides with the following departments:

<b>Tangible capital asset</b>	<b>Department</b>
Buildings	Public Works: Facilities
Furniture and fixtures	Public Works: Facilities
Information Technology	Corporate Services: Information Technology

Infrastructure [Linear (roads, water, wastewater, storm sewer) and Bridges and Culverts assets]	Public Works: Engineering
Land	Planning and Development: Planning
Land improvements	Public Works and Community Services
Machinery and equipment	Unit purchasing and maintaining the tangible capital asset
Vehicles	Public Works: Fleet
Works of Art	Museum and other departments as required
Library Assets	Library

The level of detail required to be maintained in a capital asset inventory is a balance between the cost of data collection, tracking and analysis and the beneficial use of the information gathered. At a minimum, the identified department with responsibility for maintaining the capital asset records are expected to maintain the following information:

- A capital asset continuity schedule identifying tangible capital assets in use at the beginning of the fiscal year, tangible capital assets purchased and disposed of during the year, and tangible capital assets in use at the end of the fiscal year
- The date of each capital asset purchase
- Projected date of replacement and forecasted replacement cost, if applicable
- The individual with carriage of the capital asset
- The location of the capital asset
- The date of disposal, proceeds on disposal and how the asset was disposed (e.g. redeployed, donated, sold, scrapped)

These records are to be filed with Financial Services tri-annually no later than the second Friday of January, May and September of each year.

### 3) **Accounting at Acquisition**

Tangible capital assets are recorded at cost. Cost includes all the directly attributable expenses other than interest costs and labour of City employees in the acquisition, construction, development and/or betterment of the asset required to install the asset at the location and in the condition necessary for its intended use. Contributed tangible capital assets are capitalized at their estimated fair market value at the date of contribution. Construction costs are capitalized at cost as work progresses.

### 4) **Accounting for Capital Leases**

A lease can result in a tangible capital asset when the contractual terms result in the transfer of substantially all the benefits and risks inherent in ownership of the property to the City. A corresponding liability will be setup to offset the tangible capital asset. The value will equal the present value of the minimum lease payments, excluding the portion

related to executory costs (costs relating to the operation of the leased tangible capital asset – e.g. insurance, maintenance costs and taxes).

**5) Accounting for Pooled Tangible Capital Assets**

Pooling is the combination of similar tangible capital assets within an asset classification. For the purpose of maintaining a general ledger amortization schedule, tangible capital assets other than building, infrastructure, land improvements, specifically identified machinery and equipment by a department and vehicles are pooled by classification type and by year for the purpose of creating a capital asset. Pooled assets are amortized and later removed from the general ledger amortization schedule once fully amortize unless notification of disposal is received prior to the pooled assets being fully amortized.

**6) Accounting for Componentization**

Building and infrastructure assets (roads, water, wastewater and storm sewer) are recorded on a componentized basis.

<b>Category</b>	<b>Component</b>
Building	Structure, Enclosure, Electrical, Mechanical, Fire Safety, Elevator, Finishes, Sitework and Other
Roads	Base (Paved), Surface (Paved), Gravel Roads, Sidewalks, Curb and Gutter, Guiderails, Street Lights, Traffic Signals, Road Signs
Water Distribution System	Mains, Hydrants, Water Chambers, Service Lines, Stations, Bulk Water Depot, Water Meters
Wastewater Network	Gravity Mains, Manholes, Pumping Station, Sewer Laterals
Storm Sewer Network	Mains, Chambers, Manhole, Inlets, Outlets, Storm Retention Ponds

**7) Amortization**

Amortization is a cost allocation method to recognize the purchase cost of tangible capital assets over the period of time that the tangible capital asset will be used. It is not intended to represent fair or market value of a capital asset.

Tangible capital assets purchased or constructed are amortized based on the date the asset is placed in service or the constructed asset being substantially completed.

Tangible capital assets are amortized on a straight-line basis (1/2 year recorded in year of purchase, construction or disposal) as identified in Schedule A.

## **8) Additional considerations**

### **Subdivisions**

Assets that meet the definition of Primary Services and Secondary Services of the Subdivision Agreement are effectively controlled by the City once the Plan of Subdivision is registered. These assets will be recorded by the City at the cost provided by the Developer's Consulting Engineer in the Completion Certificate(s).

### **Municipal Drains**

Municipal drains will not be considered a land improvement and therefore will not be considered a tangible capital asset.

### **Works of Art**

Works of Art for display in or on municipal buildings and property are not included as tangible capital assets. Works of art are held for exhibition, education and historical interest. They are deemed worth of preservation because of the social rather than financial benefits they provide to the community.

## **9) Disposals of Tangible Capital Assets**

Those assigned with carriage of a tangible capital asset are responsible for communicating a request for disposition with the department responsible for the recording keeping once it has been determined that:

- There are no other potential users within the department with carriage of the tangible capital asset;
- Consultation has occurred with other departments that may also use the tangible capital asset and may want the tangible capital asset.

In the event a tangible capital asset cannot be redeployed the department responsible for record keeping will facilitate either a donation, sale or other form of disposal. The decision and process used for sale (e.g. trade-in, public auction, negotiation, etc.) must be made to maximize the benefit to the City.

The disposition of land, building and/or infrastructure requires Council approval. In the event such a disposition is to occur, Financial Services is to be notified.

Proceeds less any costs associated with the sale of a capital asset other than Fleet trade-ins will be credited to a global capital asset account to support future tangible capital

budgets unless restricted by an external funding agency. Fleet trade-ins will be used to offset other fleet purchases.

A decision to donate or sell a capital asset to an employee (except if the tangible capital asset is purchased through a public auction or other means) requires the approval of the Director of Corporate Services / Treasurer.

If a tangible capital asset is purchased by an employee other than through a public auction or other public means and the proceeds are less than the fair market value, a taxable benefit will be assessed to the employee. In this situation Human Resources will be notified to complete the necessary tax filings.

## 10) **Definitions**

**Tangible Capital Asset:** a tangible item and/or betterment to a tangible item used on a continuing basis with a useful life greater than one year. A tangible capital asset has an individual or pooled value greater than \$5,000 unless otherwise identified.

**Betterment:** subsequent expenditure on tangible capital assets that increase output or service capacity, lower associated operating costs, extend the useful life or improve the quality of the output.

**Carriage of tangible capital asset:** the person who purchased the tangible capital asset and/or is using the tangible capital asset. If no one person can be identified, responsibility is with the department Director unless otherwise delegated.

**Includes:** used herein means "includes without limitation".

**Land:** real property, real estate, or immovable property and any interest therein and includes any subset of land that has been legally defined and the improvements to it made by human efforts including but not limited to buildings, machinery, and roads.

## Schedule A

The amortization period by category and component are as follows:

ASSET TYPE	ESTIMATED USEFUL LIFE
<b>Bridges and Culverts</b>	
Bridges	50 years
Culvert (Diameter no less than 3 meters)	50 years
<b>Buildings</b>	
Structure	50 years
Enclosure (Envelope)	20 - 30 years
Electrical	20 - 30 years
Mechanical	10 - 25 years
Fire Safety	15 years
Elevators	25 years
Finishes	10 - 30 years
Sitework	20 years
Other	10 - 50 years
<b>Information Technology</b>	
Computer Hardware	3 years
Computer Software (Do not include annual service and license fee)	3 - 10 years
Office Equipment	3 - 10 years
<b>Land Improvements</b>	
Fences	35 years
Marina	15 - 100 years
Parking Lots	
- Surface	20 - 30 years
- Substructure/Base	50 years
Park Infrastructure (Playground, Splash Pad, Sports Field, Pedestrian Infrastructure)	10 - 25 years
Pedestrian Bridges	50 years
Trails and Pathways	
- Surface	20 - 30 years
- Substructure/Base	50 years
<b>Library</b>	
Leasehold Improvements (Refer to Building Components)	10 - 50 years
Library Books and Video Collection (Pooled)	7 years
<b>Machinery and Equipment</b>	
Fire Equipment	5 - 15 years
Machinery and Equipment	10 - 30 years
Small Equipment (pooled)	5 - 10 years



<b>Road Network</b>	
Curb and Gutter	30 years
Gravel Roads	10 years
Guiderails	30 years
Paved Roads - Base	50 years
Paved Roads - Surface	10 - 20 years
Sidewalks	30 years
Signs (pooled)	10 years
Street Lights	20 - 30 years
Traffic Signals	20 years
<b>Storm Sewer Network</b>	
Storm Mains	50 - 75 years
Storm Culvert	30 years
Manhole	50 years
Storm Chambers and Retention Pond	75 - 100 years
<b>Water Distribution Network</b>	
Distribution Pipe	50 - 75 years
Service Lateral	50 - 75 years
Chambers	50 - 75 years
Hydrants, Water Stations, Bulk Water Depot	30 years
Manhole	50 years
Water Meters	20 years
<b>Wastewater Network</b>	
Gravity Mains	50 - 75 years
Sewer Lateral	50 - 75 years
Manhole	50 years
<b>Vehicles</b>	
Cars and Trucks	10 - 15 years
Fire Trucks	20 years
<b>Land</b>	<b>N/A</b>
<b>Work In Progress</b>	<b>N/A</b>

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Report Number: 2020-133

Date: September 28, 2020

**SUBJECT: Debt Management Policy**

**1) PURPOSE**

The purpose of this report is to introduce and approve a Debt Management Policy for the City of Port Colborne and approve internal financing of a balloon debenture payment.

**2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES**

Borrowing has historically – and under this Policy would continue to be – been approved by Council and managed by the Treasurer in accordance with the *Municipal Act, 2001* as amended and Ontario Regulation 276/02 and 403/02.

These regulations set out minimum standards which the proposed Debt Management Policy attached in Appendix A further enhances and defines.

**3) STAFF COMMENTS AND DISCUSSIONS**

**Debt Management Policy**

In preparing this policy, staff consulted with other municipal Debt Management Policies.

The proposed policy outlines objectives to adhere to statutory requirements, ensure long-term financial flexibility, limit financial risk exposure and manage long-term costs of borrowing. It defines standard of care that outlines delegation of authority and authorization, ethics and conflicts of interest and requirement for outside advice. It further outlines suitable and authorized borrowing instruments, financial guarantees and letters of credit and reporting. Lastly the policy outlines provisions for internal borrowing from reserves and tri-annual reporting requirements. A Debt Management report is attached as Appendix B.

Financial Services does highlight the following section of the report related to long-term financial flexibility:

The funding of tangible capital assets will take into consideration both the current and future tax and rate payers of the City. To support long-term financial flexibility the City is establishing the following additional objectives and metrics to guide borrowing decisions:

Objectives and Metrics	Rationale
i) Primarily borrowing will only be considered on long-term tangible capital assets with useful lives	The goal with this provision is to focus on substantial tangible capital assets. At the time of writing this report 1% of

	greater than 10 years with either an individual or pooled value at time of purchase greater than 1% of the prior year's aggregate City revenue;	the prior years' aggregate City revenue equals approximately \$400,000.
ii)	The City's annual repayment limit ("ARL") remains less than 15% (this is below the 25% limit historically established through Provincial regulation);	The goal with this provision is to ensure the City prudently maintains debt capacity for purposes of strategic opportunities and/or emergencies. At the time of writing this report the City's estimated ARL is 8% which compares to an unweighted ARL of approximately 5% at the Local Area Municipalities (LAMs)
iii)	Achieve a balanced net financial surplus/(deficit) position on the Statement of Financial Position by 2040 recognizing the balance will fluctuate positively and negatively along the timeline to 2040.	The goal of this provision is to recognize the balance required between financial liabilities (i.e. borrowing and unfunded liabilities) and financial assets (i.e. reserves – represented by cash and investments). It ensures the financial flexibility and liquidity of the City and that funds are set aside to support capital replacement. All LAMs have a balance that are slightly in a surplus position except for the City of Port Colborne (approximately \$25,000,000) and the Town of Pelham (approximately \$33,000,000).

### Internal Financing

As highlighted in the 2021 Capital Budget Presentation of September 17, 2021 the City was required to make a balloon payment with respect to a fire truck and Marina project performed 10 years prior. The total payment was \$569,040 (Fire Truck - \$135,394; Marina - \$433,646). The payment occurred because the debt repayment schedule was based on a 15-year term, but the debenture had a 10-year term. This is common and similar to a standard mortgage where the payments are often calculated over 25 or 30 years, but the mortgage renews more frequently. The complexity with a balloon payment is if funds have not been set aside to repay the outstanding balance then one needs to borrow the remaining balance. This was the original plan in this situation.

Financial Services has reviewed reserve levels, considered funding sources and the Niagara Region's debenture offering cycle and recommends that the Fire Truck portion be funded through reserves and the Marina portion be funded through a five-year internal financing loan.

Technically this is accomplished by established a contra (or negative reserve) which is repaid in this case equally over five years with interest. Financial Services recommends

an interest rate of 1.95% which is the equivalent of the City's short-term borrowing rate.

While the City is limited in the amount of reserve related cash flow, it can attribute to internal financing and doing so in this case will save the City from the administrative costs of re-issuing a debenture, paying interest externally and it reduces the City's debt level by the amount of the payment.

Moving forward, Financial Services recommends that internal financing may be best utilized for projects with timing differences between the immediate need for work and funding availability and situations like this where the amortization period may not match the term of the borrowing.

**4) OPTIONS AND FINANCIAL CONSIDERATIONS:**

**a) Do Nothing**

The City would not have a Debt Management Policy.

**b) Other Options**

Council could amend the proposed Debt Management Policy. Should amendments be proposed, staff may request time to consider any amendments and their compliance with the *Municipal Act*.

**5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES**

Implementing a Debt Management Policy will support the City of Port Colborne in ensuring a transparent and accountable financial framework.

**6) ATTACHMENTS**

Appendix A – Debt Management Policy  
Appendix B – Debt Management Report

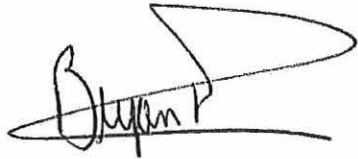
**7) RECOMMENDATION**

That the Debt Management Policy attached to Corporate Services Department, Financial Services Division, Report No. 2020-133 as Appendix A – Debt Management Policy, be approved;

That the reserve transfer and internal financing related to the balloon payment as described in Corporate Services Department, Financial Services Division, Report No. 2020-133, be approved.

8) **SIGNATURES**

Prepared on August 13, 2020 by:

A handwritten signature in black ink, appearing to read "Bryan Boles". The signature is stylized with a large, sweeping loop at the end.

Bryan Boles, MBA, CA, CPA  
Director of Corporate Services /  
Treasurer

Reviewed and respectfully submitted by:

A handwritten signature in black ink, appearing to read "C. Scott Luey". The signature is written in a cursive style.

C. Scott Luey  
Chief Administrative Officer



**PORT COLBORNE**

<b>Administrative Policy No:</b>	FIN - 03
<b>Policy:</b>	DEBT MANAGEMENT POLICY
<b>Effective:</b>	September 28, 2020 (NEW)
<b>Revised:</b>	
<b>Current Legislation:</b>	Municipal Act, 2001 as amended, Ontario Regulation 403/02, Ontario Regulation 276/02
<b>Applicable to:</b>	Borrowing Transactions
<b>Policy Owner:</b>	Director of Corporate Services / Treasurer

**Policy Statement**

The Corporation of the City of Port Colborne (the “City”) shall borrow funds for short-term operational needs and tangible capital asset purposes in a manner that supports the sustainability of the City and conforms to legislation governing the borrowing of funds.

The purpose of this Debt Management Policy is to ensure integrity of the debt management process. The objective of this debt management policy is to manage and match borrowing costs to a tangible capital assets useful life while limiting risk and maintaining long-term financial flexibility that takes into consideration both the current and future tax and rate payers of the City.

This Debt Management Policy shall govern the debt management activities of the City. This policy applies to all borrowing made by the City on its own behalf and on behalf of its agencies, boards and commissions.

**1) Objectives**

The primary objectives of this debt management policy, in priority order, are as follows:

**a) Adherence to statutory requirements**

All debt management activities shall be governed by the *Municipal Act, 2001* as amended. Debt management, unless further limited by Council, shall be limited by Ontario Regulation 276/02 and Ontario Regulation 403/02 or as limited by subsequent provincial regulations.

**b) Ensure long-term financial flexibility**

The funding of tangible capital assets will take into consideration both the current and future tax and rate payers of the City. To support long-term financial flexibility the City establishing the following additional objectives and metrics to guide borrowing decisions:

- i) Primarily borrowing will only be considered on long-term tangible capital assets with useful lives greater than 10 years with either an individual or pooled value at time of purchase greater than 1% of the prior year's aggregate City revenue.
- ii) The City's annual repayment limit ("ARL") remains less than 15% (this is below the 25% limit historically established through Provincial regulation)
- iii) Achieve a balanced net financial surplus/(deficit) position on the Statement of Financial Position by 2040 recognizing the balance will fluctuate positively and negatively along the timeline to 2040.

### **c) Limit Financial Risk Exposure**

Borrowing will be managed in a manner to limit, where practicable, financial risk exposure. Borrowing in accordance with Provincial regulation can only be done through the Regional Municipality of the Region of Niagara (the "Niagara Region").

The City will only participate in borrowing programs that are denominated in Canada dollars with an interest rate that is fixed over its term unless a construction loan is first sought which will result subsequently result in an interest rate that is fixed over its term.

### **d) Manage Long-Term Cost of Borrowing**

The timing, type and term of borrowing for each tangible capital asset will be determined with a view to affordably match the term of borrowing with a period no longer than the useful life of the related tangible capital asset.

Other factors to be considered may include but are not limited to:

- Regulations and issuance schedule of the Niagara Region
- Costs related to borrowing for the tangible capital asset
- The pattern of any anticipated revenue or cost savings attributed to the tangible capital asset
- Macro considerations related to current versus future interest rates
- Macro considerations shaping the interest rate curve

## **2) Standards of Care**

### **a) Delegation of Authority and Authorization**

The Director of Corporate Services / Treasurer shall have overall responsibility for the borrowing program of the City. The Director of Corporate Services / Treasurer shall have the authority to implement the borrowing program and establish procedures consistent with this Policy. Such procedures shall include the explicit delegation of the authority needed to complete borrowing and repayment transactions however the Director of Corporate Services / Treasurer shall remain responsible for ensuring that any borrowing is compliant with regulations and this Policy. No person may engage in a borrowing transaction except as provided under the terms of this Policy.



The Mayor, Director of Corporate Services / Treasurer and Clerk shall be authorized to enter arrangements with the Niagara Region, Infrastructure Ontario, and Schedule 1 Banks for the purpose of borrowing and the repayment of funds in a manner that conforms with applicable regulation and this Policy. For greater clarity the Mayor, Director of Corporate Services / Treasurer and Clerk may execute and sign documents on behalf of the City with respect to the issuance of debt.

**b) Ethics and Conflicts of Interest**

Staff involved in the borrowing process shall refrain from personal business activity that could conflict with the proper execution and management of the Debt Management Policy, or that could impair their ability to make impartial decisions. Staff shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of their borrowing responsibilities. Staff shall not undertake personal borrowing transactions with the same individual with whom business is conducted on behalf of the City.

**c) Requirement for Outstanding Advice**

The City's Staff will be expected to have sufficient knowledge to prudently evaluate standard borrowing transactions. Should in their opinion the appropriate level of knowledge not exist for instances such as borrowing that are unusually complicated or non-standard, or as otherwise directed, outside financial and/or legal advice will be obtained.

**3) Suitable and Authorized Borrowing Instruments**

**a) Short Term (Initial Term Under One (1) Year)**

Borrowing for operational needs for a period of less than one (1) year pending the receipt of taxes and other revenues, or interim borrowing for capital assets pending long-term capital borrowing, may be from the following sources:

- i) Reserves and Reserve Funds (this may be used as the primary source of short-term borrowing provided that interest is paid in accordance with the City's Reserve and Reserve Fund Policy);
- ii) Bank line of credit;
- iii) Construction borrowing pending issuance of long-term debt related to a tangible capital asset.

**b) Long-term (Initial Term Greater than One (1) Year)**

Borrowing for tangible capital assets for a period greater than one year may be from any of the following sources:

- i) Debenture (installment, amortizing, sinking fund);
- ii) Reserve and Reserve Funds (provided that interest is paid in accordance with the City's Reserve and Reserve Fund Policy);
- iii) Construction borrowing for a period no greater than five (5) years pending issuance of long-term debt related to a tangible capital asset.
- iv) Lease financing agreements may be used when they provide a material and measurable benefit compared with other forms of borrowing.

#### **4) Financial Guarantees and Letters of Credit**

Financial guarantees and/or letters of credit provided by the City, its boards and other subsidiaries will be considered as debt and will be governed by this Policy.

#### **5) Reporting**

- a) The Director of Corporate Services / Treasurer shall provide a Tri-annual borrowing report to Council which includes, at a minimum the following:
  - i) A multi-year forecast of external borrowing and lease financing and the related cost of borrowing and lease financing;
  - ii) A multi-year forecast of internal borrowing from Reserve and Reserve Funds and the related cost of borrowing;
  - iii) A multi-year forecast of potential / proposed future borrowing and/or lease financing needs consistent with the Tangible Capital Asset Management Plan and the related cost of borrowing and lease financing;
  - iv) Identified risks and related risk mitigation strategies with respect to potential / proposed borrowing and lease financing, if applicable;
  - v) A statement from the Director of Corporate Services / Treasurer as to whether or not all borrowing is consistent with the City's Debt Management Policy;
  - vi) Any other information required by Council or that should be included in the Director of Corporate Services / Treasurer's opinion.
- b) As required and/or through the budget process the Director of Corporate Services / Treasurer shall submit to Council a report or reports that:
  - i) Request authority for temporary borrowing in accordance with applicable regulations and this Policy to meet the day-to-day expenditures, pending receipt of tax levies, user fees and revenues anticipated during the year;
  - ii) Request authority to borrow either short or long term or enter into a lease financing agreements for tangible capital assets in accordance with applicable regulations and this Policy;

## 6) Definitions

**Amortizing:** debt for which the total annual payment (principal and interest) is approximately even throughout the life of the debt instrument.

**Annual Repayment Limit (“ARL”):** for the purpose of this Policy it has the same meaning as a debt and financial obligation limit.

**Debenture:** a formal written obligation to repay specific sums on certain dates.

**Debt:** any obligation for the payment of money. Debt may consist of any suitable and authorized borrowing instruments identified in this Policy.

**Financial Guarantee:** an agreement whereby the City will take responsibility for the payment of debt in the event that the primary liable fails to perform.

**Infrastructure Ontario, or successor organization:** any entity established by the Province of Ontario to provide Ontario municipalities, universities and hospitals with access to alternative financing service for longer-term fixed rate loans for the building and renewal of public infrastructure.

**Maturity:** the date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder.

**Installment (Serial debentures):** debt for which a portion of the principal matures each year throughout the life of the debenture issue.

**Lease Financing:** an arrangement where a third party is typically the legal owner of the asset for the duration of the lease financing agreement, while the City would have operating control over the asset but also share some of the economic risks and returns from the change in the valuation of the underlying tangible capital asset.

**Sinking Fund:** borrowing for which money is accumulated on a regular basis in a separate account that when combined with interest earned is used to redeem the debt.

## Debt Management Report

*A multi-year forecast of internal and external borrowing and lease financing and the related cost of borrowing and lease financing.*

	2020	2021	2022	2023	2024	2025
Nickel Borrowing	4,800,000	4,690,667	4,578,601	4,463,734	4,345,994	4,225,312
	25,270,175	23,948,138	22,649,172	21,483,369	20,454,575	19,392,291
Leases	56,690	25,346	568	-		
	30,126,865	28,664,152	27,228,342	25,947,102	24,800,569	23,617,602
Internal Financing	433,646	346,917	260,188	173,458	86,729	
	30,560,511	29,011,069	27,488,529	26,120,561	24,887,299	23,617,602
Debt repayment		1,549,442	1,522,539	1,367,968	1,233,262	1,269,696

Note the Nickel Storm Sewer borrowing remains an estimate as the project is just completing at the time of writing this report. Presently the debt is borrowed through the Niagara Region with Infrastructure Ontario as construction loan. Council approved this borrowing in Report 2020-133 That report approved a loan up to \$5,000,000 as a construction loan to be converted to a long-term debenture over 30 years once completed. Staff is discussing with the Niagara Region if that conversion could occur later this year. For illustrative purposes a balance of \$4,800,000 and an interest rate of 2.5% was utilized in the borrowing calculation and repayment estimation above. The actual amount and rate will differ by the time the construction loan is converted to long-term debt.

*A multi-year forecast of potential / proposed future borrowing and/or lease financing needs consistent with the Tangible Capital Asset Management Plan and the related cost of borrowing and lease financing.*

At the present time there is no future borrowing planned for illustrative purposes. Staff are working on updating the Tangible Capital Asset Management Plan in accordance with Ontario Regulation 588/17 for July 1, 2021. A forecasted funding model will accompany the updated Tangible Capital Asset Management Plan.

*Identified risks and related risk mitigation strategies with respect to potential / proposed borrowing and lease financing, if applicable.*

Presently the two primary risk associated with borrowing are the perceived opportunity cost associated with interest rate levels and the City itself maintain a strong fiscal framework to support on-going investments.

Financial Services advises that decision to borrow are based on matching project requirements to cash flow needs and related funding requirements. These decisions are often made a year or more prior to borrowing is to occur. They are also subject to the borrowing windows allotted by the Niagara Region. Borrowing decisions are therefore not recommended based on trying to time interest rates and as such Financial Services advises while some may identify an opportunity cost associate with timing interest rates. Financial Services assesses no risk recognizing decisions to recommend

borrowing are not interest rate dependent.

Financial Services advises the parameters to borrowing as set out in the proposed Debt Management Policy along with the further development of financial policy, practices and guidelines along with continued effort to improve the Budgetary process and financial reporting to support a developing Strategic Plan will significantly improve the fiscal framework. The framework is the foundation from which lenders assess confidence in the fiscal health of an organization. In the absence of a strong assessment the ability to borrow when desired or required could be restrictive.

*A statement from the Director of Corporate Services / Treasurer as to whether or not all borrowing is consistent with the City's Debt Management Policy.*

Borrowing is consistent with the Debt Management Policy except for the fact certain tangible capital assets would have been below the newly proposed borrowing threshold at the time the original debt was issued. Financial Services recommends no related action to be taken.

*Any other information required by Council or that should be included in the Director of Corporate Services / Treasurer's opinion.*

None at this time.

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## Memorandum

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**To:** Mayor Steele and Members of Council

**From:** Councillor Donna Kalailieff

**Date:** September 28, 2020

**Re:** Request for rehabilitation of helicopter pad at the Urgent Care Centre

I am asking Council to support a request to rehabilitate the helicopter pad at the Port Colborne Urgent Care Centre. This request is important as it will provide the citizens of Port Colborne with access to advanced medical care in a more expedient manner, when time is of the essence in providing life sustaining treatment.

This service was removed approximately 3 years ago, I was advised. Since then, patients have been transferred by EMS land ambulance to the Welland Hospital site in order to be airlifted. These people are not assessed or seen at the hospital, but rather are transferred directly from ambulance into the Orange helicopter where their team stabilizes them enroute to the receiving hospital. Using the Port Colborne pad has the potential of saving the ambulance precious travel time and allows the personal on board Orange, the opportunity to assess patients more quickly and efficiently.

I ask each of you, if any of your family members needed to be transported to a specialized facility in order to receive emergency care, how would you like to see that transfer occur?

I am requesting that the following motion be approved:

*That Council request that the helicopter pad at the Port Colborne Urgent Care Centre be rehabilitated and put back into service to assist during medical emergencies; and*

*That this request be sent to the Niagara Hospital Services Board of Directors for consideration and approval.*

Thank you for your consideration,

Councillor Donna Kalailieff  
Ward 1

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# 2021 Budget Development Process & City Finances

September 17, 2020



## Agenda

- Budget - Timeline / Process / Format
- Budget Focus and Building Blocks
- Key Policy Development
- Continuous Improvement
- Key Performance Metrics (KPI)
  - Allocations / Capital / Reserves / Borrowing / Unfunded liabilities
- Property Taxes / Assessment
- Water & Waste Water Rates



## Forward Looking Information

In preparing the 2021 Budget, certain assumptions and estimates are necessary. They are based on information available to staff at the time. Actual results will vary.



## 2021 Budget

The budget is a plan to allocate resources in advance for the maximum benefit of City residents and stakeholders. It is a method to authorize revenue and expense authority.

As regulated through the Municipal Act, a balanced budget is required.

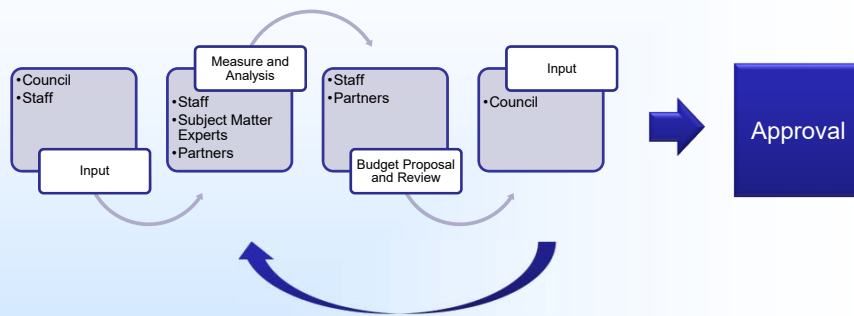


# Budget Timeline

Budget Components	Port Colborne		Niagara Region	
	Budget Committee of the Whole	Council	Budget Committee of the Whole	Council
<b>Budget Timetable</b>		July 27, 2020	June 25, 2020	
<b>Capital and Related Projects Budget</b>	September 17, 2020	September 28, 2020 (Approval)	October 15, 2020	January 21, 2021 (Approval)
<b>Levy Budget and User Fees</b>	October 21, 2020			
<b>Levy Budget and User Fees</b>	October 28, 2020 (if required)	November 9, 2020 (Approval)	January 14, 2021	January 21, 2021 (Approval)
<b>Rate*</b>	December 2, 2020			
<b>Rate*</b>	December 7, 2020 (if required)	December 14, 2020 (Approval)	November 26, 2020	December 17, 2020 (Approval)



# Budget Process



# Budget Format

- The budget format is changing
- Reminder that key categories / groupings included:
  - Departments
  - Self Funded Entities
    - Examples include Marina, Nickel Beach, Building Department, Cemetery
  - Boards and Committees (BC)
  - Programs, Grants and Activities (PGA)
  - General Government
    - Borrowing and pay-as-you-go-costs (money to fund the Capital and related Project Budget)
    - City wide revenues (e.g. taxes, grants and investment income)
    - City wide expenses (e.g. subject matter expert, financial transaction costs)
  - Capital and Related Projects (Report 2020-125)

# Budget Focus and Building Blocks

- Customer Service
- Technology
- Training and development
- Core tangible capital assets
- Water and Waste Water rates

#### Policy Concepts to Start Discussing

- Generational Equity
- Triple Bottom-line User Fees (Economic, Environmental, Social)

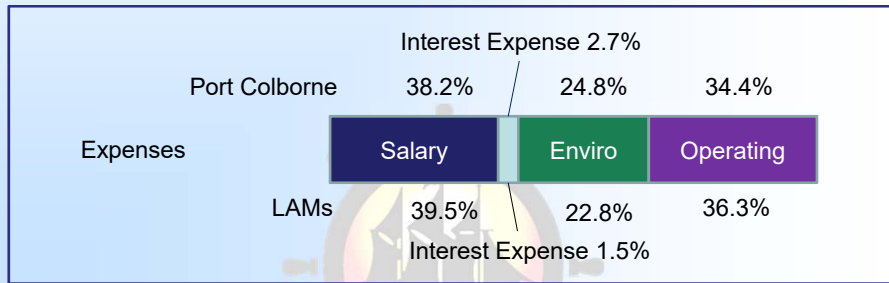
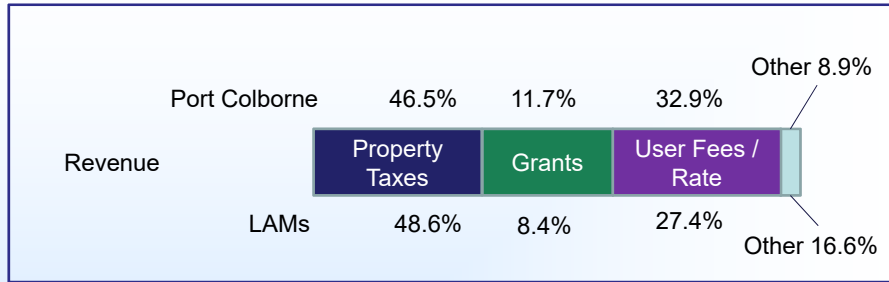
## Key Policy Development

- As outlined in Report 2020-97 (July 27, 2020)
  - Investment Policy (Approved August 24, 2020)
  - Capital Policy (to Council September 28, 2020)
  - Reserve Policy (to Council September 28, 2020)
  - Travel, Meals and Hospitality Expense Policy (to Council November 23, 2020)
  - Professional Expense Policy (to Council November 23, 2020)
- Additionally
  - Borrowing Policy (to Council September 28, 2020)
  - Delegation of Authority Policy (to Council in 2021)

## Continuous Improvement

- Strategic Plan
  - Process to move forward with next steps now with the hiring of the Manager of Strategic Initiatives
- KPMG Review (to Council November 23, 2020)
  - Funded by the Modernization Grant (noted in Report 2020-116)
- Strategic Plan and KPMG Review to inform
  - Establishment of Key Performance Indicators (KPI) and related alignment activities (Spring 2021)

## KPI: Allocation



\*Using unweighted average 2018 FIR

## KPI: Capital



Amortization ≈ \$5,400,000  
**Exceeding amortization by \$945,950\***

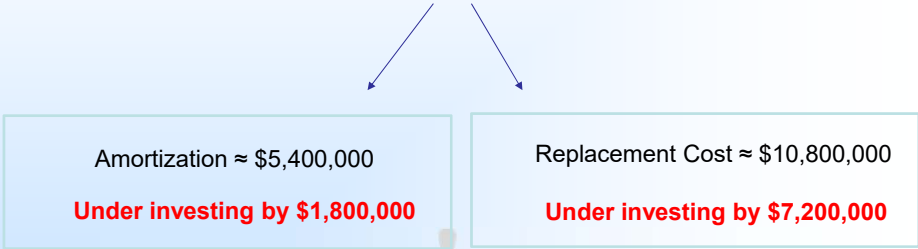
Replacement Cost ≈ \$10,800,000  
**Under investing by \$4,454,050\***

\* Assumption is all funds are spent on asset replacement - as per Report 2020-125 ≈ \$3,600,000 relates to asset replacement

# KPI: Capital



Spend on capital asset replacement = \$3,600,000 ← \$6,345,950



- Action Items:
  - Apply Construction CPI to the Capital and Related Project Budget funding envelope
  - Increases the historical catch-up factor from 1.25% to 1.5% (2021) and move toward 2% thereafter.
- Capital Policy (to Council September 28, 2020)

# KPI: Reserves

Port Colborne  
Reserves / Revenue  
≈ 40%  
Estimate  
2020 Year End

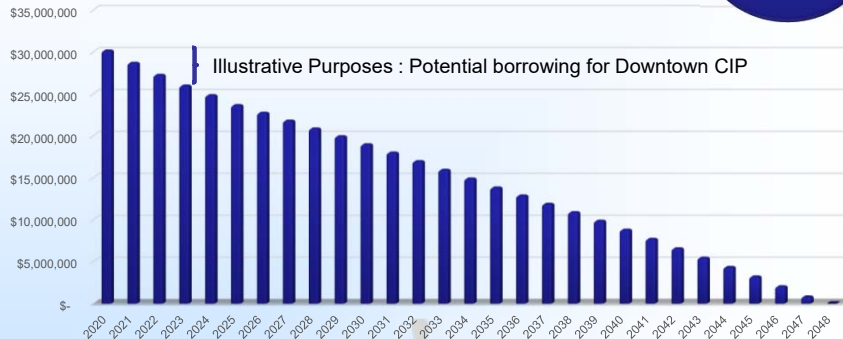
LAM\*  
Reserves / Revenue  
54%  
Using unweighted  
average 2018 FIR

1. Reserves to Revenue is a metric of financial flexibility to support strategic investments and short term stabilization in an emergency (e.g. Pandemic)
2. Forecasted 2020 balance ≈ \$16,000,000 (includes \$3,500,000 in committed Capital and Related Project funding)
3. Action Items:
  - a. Financial Planning to incrementally move the City towards the LAM Reserve / Revenue average by 2040.
  - b. Consolidate and simplify reserves and related activity
4. Reserve Policy (to Council September 28, 2020)

\* Local Area Municipality (LAM)

# KPI: Borrowing

ARL ≈ 8%  
LAM ≈ 5%\*



- The chart above illustrates the City's current outstanding borrowing based on current repayment schedules.
- Borrowing Policy (to Council September 28, 2020)
  - Metric to watch is "net financial surplus/(deficit" position)
  - Proposed Target is balanced by 2040 [Balance ≈ (\$25,000,000) and only one other LAM has a negative balance] – this metric similar to Reserve discussion speaks to financial flexibility.

\*Using unweighted average 2018 FIR

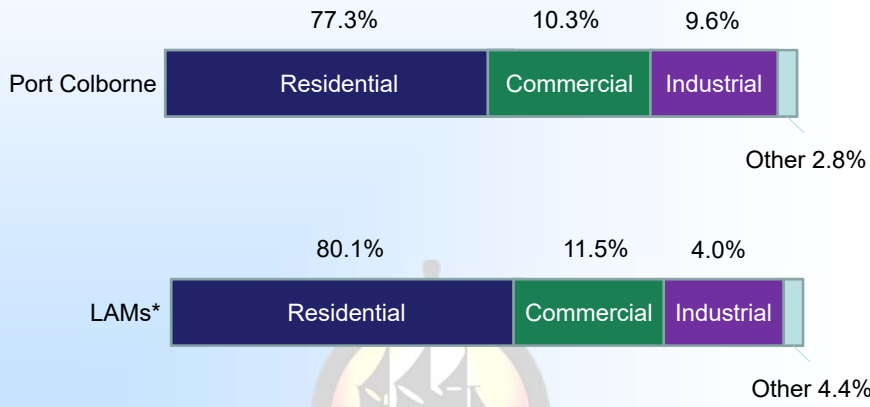
# KPI: Unfunded Liabilities

- Employee Future Benefits (EFB), including WSIB
  - December 31, 2019 balance ≈ \$9,500,000
  - Action Items:
    - Recommended Reserve – 1/3 moving to 3/4 (to Council September 28, 2020)
    - Review benefits (to Council November 23, 2020)
- Environmental Liability ≈ Zero
  - Record if one exists and property no longer in use
  - Action Item:
    - Develop inventory of properties "at risk" (to Council Summer 2020) then consider next steps

Generational Equity



## Comparison Property Taxes



Using unweighted average 2018 FIR  
\* Local Area Municipality (LAM)

## Property Taxes

Average Single Family Detached Home

	Local	Regional	Education	Total
Port Colborne	\$ 1,720	\$ 1,309	\$ 300	\$ 3,329
LAM* Average	\$ 1,567	\$ 2,035	\$ 497	\$ 4,099

The owners of a single family detached residence in Port Colborne pay **\$770 less** than the average single family detached residence in the rest of the Niagara Region

\* Local Area Municipality (LAM)

# Assessment

- The Municipal Property Assessment Corporation's (MPAC) Assessment Update planned for 2020 postponed due to COVID-19
- The Niagara Region provides a video that explains the relationship between tax rates and assessment ([https://www.youtube.com/watch?v=QXi4U4mKr\\_g](https://www.youtube.com/watch?v=QXi4U4mKr_g))



# Water and Waste Water Rates

Increase over the two years (2019 and 2020)

	Port Colborne	Niagara Region
Water	6.93%	13.14%
Waste Water	10.32%	36.5%

This excludes impacts of flow changes. Water flows appear trending down from 2018 while waste water flows are trending up

Timeline: Proposed rate budget to be released November 9, 2020.

Options for monthly billing / Variable vs. Fixed Rate / Funding improvements will be included.

# Thank You



## Budget Timeline

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  - Travel, Meals and Hospitality Expense Policy (to Council November 23, 2020)
  - Professional Expense Policy (to Council November 23, 2020)
- Additionally
  - Borrowing Policy (to Council September 28, 2020)
  - Delegation of Authority Policy (to Council Spring 2021)





**Corporate Service Department  
Financial Services Division**

**Report Number: 2020-125**

**Date: September 17, 2020**

**SUBJECT: 2021 Capital and Related Projects Budget**

**1) PURPOSE**

The purpose of this report is to propose the 2021 Capital and Related Projects Budget

**2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES**

The 2021 Capital and Related Projects Budget is presented here in accordance with the Council approved budget timeline found in Report 2020-97.

Financial Services would like to thank City Staff from all departments for their leadership and support in developing this Capital and Related Project Budget.

Should the 2021 Capital and Related Project Budget be approved by the Budget Committee of the Whole on September 17, 2020 it will move to be ratified at the September 28, 2020 Council meeting.

Financial Services acknowledges that the format of the 2021 Capital and Related Project budget is different than previous years. The hope is Council will find the new format as a continued movement towards increasing accountability and transparency.

Approving the 2021 Capital and Related Project budget at this time will allow Staff appropriate time to prepare and seek competitive pricing. To accommodate for potential changes in the needs and wants of the Capital and Related Capital Budget going forward Financial Services has proposed and included a Capital and related Capital Budget levy contingency of approximately \$225,000.

The 2021 Capital and Related Project Budget was developed through a process that obtained both Council and Staff input. Staff based their recommendations after considering:

- A need to focus on maintaining and improving core infrastructure;
- Organization capacity to complete the Capital and Related Projects Budget:
  - Recognizing the COVID-19 pandemic is on-going;
  - Recognizing there are 28 projects totaling \$1,967,831 (excluding the Downtown CIP) in Report 2020-116 which will be carried forward as on-going into 2021.
- Organization financial flexibility:
  - Taxpayer affordability;
  - Reserve balances have been reducing in recent years;
  - Long-term borrowing has been increasing in recent years.

Financial Services believes all recommendations have been accommodated either in

their entirety or by initiated phased increases to related project funding in either this 2021 Capital and Related Project Budget, the proposed Investing in Canadian Infrastructure Program (“ICIP”) grant application or will be added to the 2021 Levy and/or Rate Operating Budgets. One exception is the grading of City lands to potentially accommodate a future Fire Department sea container training facility. Staff will be reviewing options surrounding this potential project and seek Council direction in early 2021.

### **3) STAFF COMMENTS AND DISCUSSIONS**

The 2021 Capital and Related Project Budget as outlined in Appendix A – Project Summary includes 38 projects and related transfers valued at \$5,859,738.

Further descriptions of these projects can be found in Appendix B – Project Descriptions. A couple highlights include:

- A 20% increase to the road reconstruction and maintenance budgets to \$1,440,000
- A proposal to perform a full infrastructure needs assessment of water, waste water and roads at a cost of \$750,000. The goal will be to assess the current condition and enhance planning and activities around unbilled water and waste water infiltration.
- Introduce flow monitors in the waste water system at a cost of \$100,000 to help isolate infiltration.
- A 20% increase to the sidewalk budget to \$150,000
- Replace the multi-use trail to Dain City at a cost of \$335,000.

The 2021 Capital and Related Project Budget requires no external borrowing. The City’s outstanding borrowing is projected to decline by approximately \$1,460,000 in 2021.

In addition to the 2021 Capital and Related Project Budget Staff are preparing for a potential ICIP grant as identified in Report 2020-96. Work related to these projects with the potential to include in the ICIP grant have not been included in the 2021 Capital and Related Project Budget. The facilities and projects identified for the ICIP grant are included in Appendix D – ICIP Grant for ease of reference.

Report 2020-116 identified the City can access approximately \$3,000,000 for matching funds if required without increasing the levy or requiring additional borrowing. In the event the City is not successful in its ICIP grant application a prioritization process will occur to see which projects, if any, could still move forward

One item that is short on highlights in the 2021 Capital and Related Project Budget is technology. Technology advancements are being worked on with respect to the website and building department as previously approved by Council. New technology and uses that will be proposed in the operating budget as a result of their on-going software costs include a new budget system that will allow Council and the public to track budget to actual in real time online, a system to support records management, a

system to streamline the hiring process and a ticket system to support City events and beach access. Related to third-party activities and related technologies there are some exciting opportunities being considered in the Niagara South Tourism Association that the City is discussing with partnering municipalities which Staff will be bringing forward in the coming months as an update.

The 2021 Capital and Related Project budget also proposes a recalibration of the Downtown CIP project.

The Downtown CIP project was originally proposed as Clarence Street from West Street to Catharine Street. With Council's approval this project was expanded to design the infrastructure for the whole Downtown CIP. As noted in Report 2020-116 this is a multi-year project moving towards tender ready for design with conceptual drawings which can facilitate a grant application, if required. Staff have been reviewing this project and as identified in Report 2020-116 recommend the timeline be adjusted so that the tender for engineering design follow at least preliminary work from the Infrastructure Needs Studies which will include asset condition assessments. For this reason, the budget and related funding has been reconsidered by Staff and reflected here in this 2021 Capital and Related Project Budget for approval. Specifically, the budget reflected in this report only considers engineering design. The other funding representing a previous estimate of \$3,500,000 previously allocated and planned to be allocated to this project has been reallocated in this 2021 budget. In the absence of this change the 2021 capital budget would have been constrained by approximately 60%. Staff point out that in a best-case scenario there will be no meaningful physical construction of this project until 2022. Staff will recommend construction funding options during the 2022 Capital budget process which will consist of both grant and borrowing given the potential funding needs of the project.

If the proposed 2021 Capital and Related Projects Budget is approved as presented, the 2021 Capital and Related Project Budget would result in a 1% or \$34 increase to the average detached family house valued at \$196,036. The combined water and wastewater for a house using 170 m<sup>3</sup> of water will see a 1.8% or \$24 increase.

Funding for the 2021 Capital and Related Project Budget is illustrated at a high level below with corresponding comments. An additional summary that attempts to illustrate the moving parts and calculations is attached in Appendix C – Funding Summary:

Description	Amount	Notes
2020 Capital Budget	\$4,028,079	1
Catch-up Factor (increased from 1.25% to 1.5%)	\$464,813	2
CPI Construction (2019 – 2.3% inflation)	\$130,961	3
Transfers from borrowing	\$148,402	4
Transfers to operating	(\$917,877)	5
2021 Capital Budget	\$3,854,378	6
Prior Year Grants Available	\$1,668,000	7
Reserves	\$282,360	8
Other	\$55,000	9
Adjusted 2021 Capital Budget	\$5,859,738	10

The notes identified above correspond to notes in Appendix C - Funding Summary.

Financial Services identifies that the City's cost of Ditching remains in the operating in this 2021 budget process. This will be re-examined as Staff develop the 2021 Levy Operating Budget.

**4) OPTIONS AND FINANCIAL CONSIDERATIONS:**

Financial Services identifies the proposed 2021 Capital and Related Projects Budget is a Staff recommendation which Council can adjust, if required.

**5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES**

The 2021 Capital and Related Projects Budget has been developed to support a sustainable City of Port Colborne.

**6) ATTACHMENTS**

- Appendix A – Project Summary
- Appendix B – Project Descriptions
- Appendix C – Funding Summary
- Appendix D – ICIP Grant

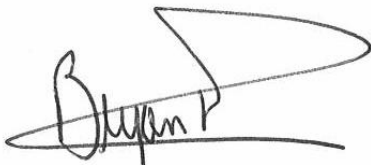
**7) RECOMMENDATION**

That the Corporate Service Department, Financial Services Division, Report No. 2020-125 Subject: 2021 Capital and Related Projects Budget, be received; and

That the 2021 Capital and Related Projects Budget as outlined in Report 2020-125, be approved and that the projects identified in the 2021 Capital and Related Projects Budget can begin immediately where feasible.

**8) SIGNATURES**

Prepared on September 8, 2020 by:



Bryan Boles, MBA, CA, CPA  
Director of Corporate Services/  
Treasurer

Reviewed and respectfully submitted by:



C. Scott Luey  
Chief Administrative Officer



**Appendix A - Summary of 2021 Capital Budget**

<b>Project</b>	<b>Type</b>	<b>Budget</b>	<b>Levy</b>	<b>Rate</b>	<b>Grant - 2021</b>	<b>Grant - PY</b>	<b>Reserves</b>	<b>Other</b>	<b>Project # *</b>
ITS - Server Back-up	DM / G	52,000	52,000	-	-	-	-	-	1
ITS - Evergreening	DM / G	150,000	150,000	-	-	-	-	-	2
<b>Corporate Services</b>		<b>202,000</b>	<b>202,000</b>	-	-	-	-	-	
Multi-Use Trail (to Dain City)	DM	335,000	67,000	-	-	268,000	-	-	3
East / West Wig Wags	SLE	82,360	-	-	-	-	82,360	-	C 4
Splash Pad Replacement and Backup Pumping System	DM	8,000	8,000	-	-	-	-	-	5
VHWC - Berm Headwall	SLE	20,000	20,000	-	-	-	-	-	C 6
West St Electrical Infrastructure for Canal Days	SLE	10,000	10,000	-	-	-	-	-	C 7
<b>Community Services</b>		<b>455,360</b>	<b>105,000</b>	-	-	<b>268,000</b>	<b>82,360</b>	-	
Edraulic combi tool	DM	20,000	20,000	-	-	-	-	-	C 8
Fire Hose	DM	75,000	75,000	-	-	-	-	-	C 9
<b>Fire Department</b>		<b>95,000</b>	<b>95,000</b>	-	-	-	-	-	
At-Grade Rail Crossing Improvements	DM	75,000	75,000	-	-	-	-	-	C 10
Bridges, Culverts and Walls	DM	105,500	21,100	-	84,400	-	-	-	11
CIMCO System Gantry Crane	DM	18,000	18,000	-	-	-	-	-	12
COPC Welcome Centre Painting and Fire System	HS / DM	14,500	14,500	-	-	-	-	-	13
Domestic HW Boiler Air Removal Unit	DM	18,000	18,000	-	-	-	-	-	14
Downtown CIP	DM / G / SP/ SL	1,000,000		-	-	800,000	200,000	-	15
Fire Station BAS Install and HVAC Upgrades	DM	18,000	18,000	-	-	-	-	-	C 16

Fire Station Security Camera System Upgrades	DM	24,000	24,000	-	-	-	-	-	17
Fleet - Purchase	DM	300,000	300,000	-	-	-	-	-	18
Flow Monitors for Waste Water System	DM	100,000		100,000	-	-	-	-	19
Glycol Pipe Insulation	DM	52,000	52,000	-	-	-	-	-	20
Harbourmaster Roof Replacement	SP	12,500	12,500	-	-	-	-	-	21
Infrastructure Needs Studies	SP	750,000	50,000	100,000	-	600,000	-	-	22
PCOC Facilities Upgrade	DM	83,500	83,500	-	-	-	-	-	23
Programmable Speed Display Signage	HS / SLE	20,000	20,000	-	-	-	-	-	C 24
Programmable Speed Signs	HS / SLE	12,000	12,000						C 25
	DM / G /								
Roads - Base and Surface Replacement	SL	960,000	192,000	-	768,000	-	-	-	C 26
Roads - Preventative Maintenance	PM	480,000	480,000	-	-	-	-	-	C 27
	DM / G /								
Sidewalk	SL	150,000	30,000	-	120,000	-	-	-	C 28
Site Remediation	HS	130,000	130,000	-	-	-	-	-	29
Tennessee Avenue Gate Inspection	HS / DM	30,000	30,000	-	-	-	-	-	30
<b>Public Works</b>		<b>4,353,000</b>	<b>1,580,600</b>	<b>200,000</b>	<b>972,400</b>	<b>1,400,000</b>	<b>200,000</b>	<b>-</b>	
		<b>5,105,360</b>	<b>1,982,600</b>	<b>200,000</b>	<b>972,400</b>	<b>1,668,000</b>	<b>282,360</b>	<b>-</b>	
Library	DM / G	45,000	45,000	-	-	-	-	-	31
Museum	DM	5,000	5,000	-	-	-	-	-	32
<b>Board and Committees</b>		<b>50,000</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
Marina - Hydro Pedestels	DM	15,000	-	-	-	-	-	15,000	33
Cemetery - Columbarium and Concrete Work	DM / SLE	40,000	-	-	-	-	-	40,000	34
<b>Self Sustaining Entities</b>		<b>55,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>55,000</b>	
		<b>5,210,360</b>	<b>2,032,600</b>	<b>200,000</b>	<b>972,400</b>	<b>1,668,000</b>	<b>282,360</b>	<b>55,000</b>	

Transfer to Capital Water	150,000	-	150,000	-	-	-	-	35
Transfer to Capital Waste Water	250,000	-	250,000	-	-	-	-	36
Transfer to Capital Levy	225,654	225,654	-	-	-	-	-	37
Transfer to Capital Storm	23,724	-	23,724	-	-	-	-	38
<b>Reserve Transfers</b>	<b>649,378</b>	<b>225,654</b>	<b>423,724</b>	-	-	-	-	
<b>Total Capital Budget</b>	<b>5,859,738</b>	<b>2,258,254</b>	<b>623,724</b>	<b>972,400</b>	<b>1,668,000</b>	<b>282,360</b>	<b>55,000</b>	

\* High level project descriptions can be found in Appendix B - Project Description

Notes: DM = Deferred Maintenance, G = Growth, HS = Health and Safety, SLE = Service Level Enhancement, SP = Special Project

## Appendix B - Project Description

#	Description
1	The City currently utilizes a time consuming manual back-up process for City data with a single point of failure. A new back-up system with related process upgrades is needed to protect City data and free up IT resources to support the further digitization and expansion of customer services at the City.
2	This balance represents an on-going investment in evergreening (replacing) current technology in the City. In addition to traditional computer and related mobile device replacements a priority project will be to enhance surrounding video communications at the City's Emergency Management location at the Fire Hall.
3	The trail runs from Lakeview Park along the Promenade to Dain City. In recognition of recent trail deterioration it has been closed due to safety concerns. This budget would replace the trail from Robin Hood to Dain City limits.
4	Wig Wags would reduce potential for trail users from entering traffic and for drivers to see trail users at the intersections.
5	Purchase two replacement grey water pumps for HH Knoll Discovery Splashpad. Pumps to replace failed equipment. Also add redundant pump cycling (automatic back up functionality).
6	The existing retaining wall/berm housing the VHWC stone is not sufficient to withstand the foot traffic and physical demands of the public. Additionally, the berm's design wears away the grass during time of heavy rain as its drainage run to one catch basin in the area. It is suggested that the existing support structure be replaced with armour stone.
7	Funding for the addition of West St electrical infrastructure was planned as \$5,000 in 2019, 2020 and the 2021 budgets. This funding was approved in 2019 and 2020. In 2020 it was subsequently deferred through report 2020-81 to support immediate work at the VHWC. This budget request will fulfill the 2020 and 2021 funding commitment.
8	Combination rescue tool to replace hydraulic equipment on Engine 2.
9	Fire hose replacement expected to fulfill need for next 10 years.
10	In 2016 the City of Port Colborne initiated a Request for Proposal to complete inspections at all At-Grade Railway Crossing's throughout the City. The inspections were completed in accordance with all requirements of the latest edition of the Railway Safety Act – Grade Crossings Regulations and the Transport Canada – Grade Crossings Standards. In September 2018 the final report was submitted which outlined all work required to be completed along with recommended works for each crossing. This budget request is phase two of a two year funding plan (note phase 2 was previously deferred in 2020) to complete all work determined to be required. Work is required to be completed by November 2021.
11	The 2019 Bridge & Culvert Inspection Report identified several assets within the city that are required to be maintained within two years of the inspection under the Ontario Structure Inspection Manual guidelines. Work is required to be completed by December 2021.
12	Plan and design framing system for chain fall or gantry crane installation. To allow COPC staff to service CICMO ice plant system pumps and components. Certified engineering drawings required (lifting apparatus). Fabrication and installation of engineered solution.

13	Strip and repaint white fascia and doors, frames, and windows. Integrate fire alarm system into existing monitored alarm system (smoke alarms/fire alarm are not monitored currently and the battery powered smoke detectors do not meet current regulations or fire code)
14	Supply and installation of air removal 'scrubber' system to domestic hot water system at VHWC. Entrained air and contaminants are causing accelerated wear and erosion/corrosion to (4) PK hot water natural gas boilers. Boiler replacement cost \$250,000 x4. Air removal system was not installed at time of construction. Proper air removal, and subsequent effective filtration of solid captive contaminants as well as reduced chemical treatment will allow full service life of boilers and piping system (estimated 50 years) and negate related premature failure of boilers.
15	The Downtown CIP project was originally proposed as Clarence Street from West Street to Catharine Street. With Council's approval this project was expanded to design the infrastructure for the whole Downtown CIP. As noted in Report 2020-116 this is a multi-year project moving towards tender ready for design with conceptual drawings which can facilitate a grant application, if required. Staff have been reviewing this project and as identified in Report 2020-116 recommend the timeline be adjusted so that the tender for engineering design follow at least preliminary work from the Infrastructure Needs Studies which will include asset condition assessments. For this reason, the budget and related funding has been reconsidered by Staff and reflected here in this 2021 Capital and Related Project Budget for approval. Specifically, the budget reflected here only considers engineering design. The other funding representing approximately \$3,500,000 previously allocated and planned to be allocated to this project has been reallocated in this 2021 budget. In the absence of this change the 2021 capital budget would have been constrained by approximately 60%. Staff point out that in a best-case scenario there will be no meaningful physical construction of this project until the begin of 2022 at best. Staff will recommend construction funding options during the 2022 Capital budget process which will consist of both grant and borrowing given the potential funding needs of the project.
16	Install BAS remote monitoring and control system to existing legacy system (Johnson Controls) to allow remote alarm response, logging, adjustments and troubleshooting, similar to VHWC and PCOC. This will reduce maintenance visits.
17	Fire Hall Request. Replace five LD/Analogue cameras (existing non-functional and/or obsolete) and add two additional HD digital cameras to existing Genetec system. Upgrade system to network unit and allow remote monitoring.
18	This balance represents an on-going investment in the City's Fleet. The City's historic combined purchase price for all of its fleet is approximately \$5,100,000. Vehicles in the fleet have a useful live of approximately 10-15 years representing an amortization value between \$340,000 and \$510,000. No funds will be spent from this account prior to Staff demonstrating to Council a 10 year fleet optimization strategy that supports all departments of the City. The plan will provide future fleet needs and forecasted timing of future payments with estimated amount, including assumptions used in the analysis.
19	Recognizing the current waste water variable and fix rates this budget is proposed to introduce flow monitoring along City waste water pipes to work towards identifying points of infiltration. As this project is developed and is implemented Staff have identified this cost may need to be expanded and if so Staff would draw on the Waste Water reserve transfer proposed under Project #36.
20	Insulate newly installed 3" glycol piping to Rink #1 and Rink #2 areas. Replace minor sections of pipe insulation compromised in the same area. This will increase efficiency and reduce energy consumption. Additional roof/gutter repairs. Address residual leaks as well as additional flashing at gutter and louvre areas, as recommended/proposed. This will help achieve roof/gutter useful life expectancy. Required PRV replacement for TSSA compliance - 5year. PRV parts and labour to replace on remaining five AHU systems, including refrigerate evacuation and replacement, as well as four domestic hot water boilers.

21	Remove and replace damaged cedar shake roof and sheeting. Replace with GAF Timberline HD shingles. Many shakes are missing at peak and remainder of roof is deteriorated and needs full replacement. Asphalt shingles will be sufficient and economical with excellent life span. No identified historical implications.
22	This project is intended to provide a long range capital and operating plan for the City of Port Colborne's water distribution system, sanitary and storm sewer collection systems, and road network. A consultant will be retained to provide comprehensive reports which will incorporate all facets of the management, expansion, and funding of these systems. The objectives of this study are to undertake a comprehensive analysis of the City's existing infrastructure to identify existing and potential future deficiencies, define and prioritize maintenance works and capital upgrades that are required to service existing and future land use, and develop a suitable financing strategy to support the recommended capital and maintenance program. For the road network, traffic counts will be taken and analyzed to provide official classifications to each road within the City based on provincial guidelines. In addition, the consultant will be asked to identify and provide recommendation on any potential traffic safety issues.
23	Complete conversion of gravel to asphalt areas, ducting rework to reroute hot compressor room exhaust air out of the building (currently exhaust goes into Stores causing HVAC issues and elevated temperatures and noise), supply and install BAS VPN module to allow remote BAS PMs to be performed (allowing remote troubleshooting and diagnosis by HVAC techs).
24	Programmable speed radar signs that can display measured speeds and other messages while collecting statistics which are uploaded to a cloud-based access point. Proposing four units, one per ward which can then be cycled through multiple locations throughout the year to increase driver awareness in regards to the speed they are driving.
25	Programmable speed signs that can change speed in identified school zones at established times. Proposing at least four units as an initial pilot
26	going forward. This budget proposes a 20% increase to the roads budget over the previous year to start the process of moving towards a sustainable roads replacement plan. No funds will be spent from this account prior to Staff identifying to Council the roads to be included in the 2021 roads replacement plan.
27	As identified in Project #26 a significantly higher roads replacement budget is required in the long-term. One mechanism to slow road deterioration is through an aggressive preventative maintenance program. This budget proposes a 20% increase to the roads preventative maintenance budget. While for all other items repair and maintenance has been moved to the operating budget. Recognizing the size of the investment and the strong linkage to our roads useful life the roads preventative maintenance program is recommended to remain in the capital and relate projects budget. In the event Staff assess that a portion of the budget is not required for preventative maintenance (timing of this would be the Spring of 2021) due to pricing or other reasons Staff will repurpose the funds to support the roads replacement budget.
28	The City has approximately 97 km of concrete sidewalks plus the Promenade along West Street and numerous asphalt trails. This budget proposes increasing the allocation to \$150,000 (20% higher then the prior year).
29	To perform site remediation as identified in Confidential Council report 2020-14.

<b>30</b>	This is a request to retain a consultant to inspect and recommend repairs for the East side limestone pillars and wall at the entrance to Tennessee Avenue, off of Sugarloaf Street. The wall currently has a number of cracks running along the mortar joints which have reached a point of requiring a possible rebuild. The wall has also shifted and may require rebuilding to ensure it remains stable. These gates were built in 1898 and are part of Port Colborne's historic sites.
<b>31</b>	This transfer is the same amount as 2020. In 2021 it will primarily support improved accessibility with respect to workstation spaces and improved accessibility / security with respect to the Library's front desk.
<b>32</b>	This transfer to the Museum capital budget will support the Museum in replacing chairs in the Gallery and Archives.
<b>33</b>	This balance represents an on-going investment in evergreening (replacing) current hydro pedestals.
<b>34</b>	Existing columbarium was moved from a church to its current location prior to the City taking of management of the Cemetery - the move compromised the security and footing of the existing unit - new purchase will be new location of existing remains and existing unit will be restored for future use - 2nd unit to be purchased will be for future use as current unit is almost sold out - this purchase will support our future business model especially with the expansion proposal to be executed in 2020. Donation of memorial benches may lower this estimate
<b>35</b>	This transfer will support future water capital work following the Infrastructure Needs Studies.
<b>36</b>	This transfer will support future waste water capital work following the Infrastructure Needs Studies and supplemental funding to Project #19 related to monitoring sewer flows.
<b>37</b>	This transfer (representing 10% of the capital levy funding) acknowledges the early timing of the capital budget and provides flexibility should additional needs and wants require funding subsequent to the approval of the 2021 capital budget. This transfer further acts as an over/short contingency should approved capital and related projects experience unforeseen or unbudgeted circumstances.
<b>38</b>	This transfer will support future storm capital work following the Infrastructure Needs Studies.

Appendix C - Funding Summary

Funding Category	Description	2020 Budget	Factor Increase (Note 2)	On "Pay-as-you-go" Costs (Note 3)	On Borrowing Costs (Note 3)	Transfer from/(to) Borrowing to/(from) "Pay-as-you-go" (Note 4)	Transfer to Operating Budgets (Note 5)	Proposed 2021 Balance
<b>Funding for "Pay-as-you-go" Costs</b>								
2020 Capital Levy	Construction Price Index (2019 - 2.3%)	2,108,260	-	48,490	40,017	-	-	2,196,767
	Transfer	-	-	-	-	148,402	(374,805)	(226,403)
2020 Levy	Catch-up Factor (1.5%)	-	286,176	-	-	-	-	286,176
		<b>2,108,260</b>	<b>286,176</b>	<b>48,490</b>	<b>40,017</b>	<b>148,402</b>	<b>(374,805)</b>	<b>2,256,540</b>
Gas Tax	2020 Amount	<b>555,355</b>	-	-	-	-	-	<b>555,355</b>
OCIF (Ontario Community Infrastructure Fund)	2020 Amount	<b>418,760</b>	-	-	-	-	-	<b>418,760</b>
Water Rate	Construction Price Index (2019 - 2.3%)	436,851	-	10,048	8,379	-	-	455,277
	Transfer	-	-	-	-	-	(282,876)	(282,876)
	Catch-up Factor (1.5%)	-	77,598	-	-	-	-	77,598
		<b>436,851</b>	<b>77,598</b>	<b>10,048</b>	<b>8,379</b>	-	<b>(282,876)</b>	<b>250,000</b>
Waste Water Rate	Construction Price Index (2019 - 2.3%)	508,853	-	11,704	-	-	-	520,557
	Transfer	-	-	-	-	-	(260,196)	(260,196)
	Catch-up Factor (1.5%)	-	89,639	-	-	-	-	89,639
		<b>508,853</b>	<b>89,639</b>	<b>11,704</b>	-	-	<b>(260,196)</b>	<b>350,000</b>



Storm Sewer	Construction Price Index (2019 - 2.3%)	-	-	-	12,324	-	-	12,324
2020 Levy	Catch-up Factor (1.5%)	-	11,400	-	-	-	-	11,400
		-	<b>11,400</b>	-	<b>12,324</b>	-	-	<b>23,724</b>
		<b>4,028,079</b>	<b>464,813</b>	<b>70,241</b>	<b>60,719</b>	<b>148,402</b>	<b>(917,877)</b>	<b>3,854,378</b>
		Note 1						Note 6

**Funding for Borrowing Costs**

Add: Approved principal and capital lease payment / authorization (estimate)

Levy	Construction Price Index (2019 - 2.3%)	1,739,854		40,017	(40,017)	(233,079)	-	1,506,775
Water Rate	Construction Price Index (2019 - 2.3%)	364,301		8,379	(8,379)	-	-	364,301
Waste Water Rate	Construction Price Index (2019 - 2.3%)	-		-	-	-	-	-
Storm Rate	Construction Price Index (2019 - 2.3%)	535,819		12,324	(12,324)	-	-	535,819
		<b>2,639,974</b>	<b>-</b>	<b>(60,719)</b>	<b>(60,719)</b>	<b>(233,079)</b>	<b>-</b>	<b>2,406,895</b>
Internal Financing - Marina (Ballon Payment Required 2020)		-	-	-	-	84,677		84,677
<b>Total Capital Funding</b>		<b>6,668,053</b>	<b>464,813</b>	<b>9,522</b>	<b>-</b>	<b>-</b>	<b>(917,877)</b>	<b>6,345,950</b>

**Notes**

1	This balance represents the 2020 in-year funding from the levy and rates plus grants available and/or identified for capital purposes. This balance is referred to as “pay-as-you-go” funding which basically means funding available to pay upfront for a project rather than paying through borrowing costs.
2	In prior years the City has maintained a 1.25% growth rate on capital. This Capital and Related project budget recommends increasing that amount to 1.5% and looking at growing to 2% in future years based on the fact a 2018 report identified the annual replacement cost of current infrastructure to be approximately \$10,800,000 while the 2021 Capital and Related Project Budget only recommends \$6,345,950 (\$3,854,378 identified as “pay-as-you-go” funding from the table above and \$2,491,572 in internal and external borrowing). The result being the Capital and Related Project Budget is under funded by approximately \$4,460,000 annually. This assumes all capital dollars are spent on deferred maintenance and as highlighted in Appendix A – Project Summary not all proposed projects are related to deferred

3	This amount attempts to keep the total Capital and Related Project funding envelope identified as \$6,668,053 in Appendix C – Funding Summary up with construction inflation.
4	needed funding can transfer from the “pay-as-you-go” envelope to the borrowing envelope and visa versa. In 2021 funding is transferring from the borrowing envelope to the “pay-as-you-go” as debt was repaid.
5	In the development of the 2021 Capital and Related Project budget it was noted a number of costs being charged to the Capital and Related Project budget historically related to borrowing, recurring consultants, repair and maintenance, lease and equipment rentals. As presented the 2021 Capital and Related Project budget is transferring those costs to the operating budget. While some consultant reports remain in the 2021 Capital and Related Project budget these were identified as exceptions given their size and/or non-recurring nature.
6	The same as Note 1 above, this balance represents the “pay-as-you-go” 2021 in-year funding from the levy and rates plus grants available and/or identified for capital purposes.
7 (from body of report)	A – Project Summary provides greater clarity with respect to which projects it is recommended these funds be allocated. The allocation was determined based on eligibility requirements. It will be noted that in all cases that grant funding was allocated grant funding was allocated up to 80% of the project to allow for flexibility should a project come in under budget and allow for potential differences between eligible and in-eligible costs.
8 (from body of report)	This funding is from reserves.
9 (from body of report)	This funding is from entities that Staff recommend be viewed as Self Sustaining Entities and as such will require plans that ensure sustainability.
10 (from body of report)	This balance represents the funding available for the 2021 Capital and Related Project Budget.

## Appendix D – Investing in Canadian Infrastructure Program (“ICIP”) Grant

The first application will surround the needs of the City of Port Colborne owned facilities and include, but not be limited to, the projects outlined in the chart below. These projects will directly relate to two of the four project categories listed above: Retrofits, Repairs, and Upgrades, and COVID-19 Response Infrastructure.

Location	Description
Bethel Community Centre	Updates and modernization
City Hall	Renovate all floors of City Hall to modernize in order to improve service delivery and meet COVID-19 needs
Lions Field Park	Updates and modernization to buildings and site infrastructure
Pilot House	Updates and modernization
Roselawn Centre	Interior, and mechanical updates
Tennis Club	Updates and modernization
Vale Health & Wellness Centre	Upgrades to adapt to COVID-19. Repairs and system updates.

The second application will outline a City of Port Colborne Waterfront Plan, which will tie all lakefront and canal projects to a single application. This application will focus largely on two of the four project categories being: Retrofits, Repairs, and Upgrades, and Active Transportation Infrastructure.

Location	Description
Nickel Beach	Upgrades to include parking lot, washrooms, pavilion, playground, gatehouse, volleyball courts, and a Welcome/Interactive Learning Centre.
Centennial Park/Cedar Bay Beach	Upgrades include new Community Centre, washrooms, parking lot, pavilion, playground expansion, and volleyball court upgrades.
West Street Cruise Ship Port	Construction of a new Welcome Centre, landscaping and trail upgrades, parking lot, welcoming park and activity area.
Marina	Dock expansion and upgrades, dredging, fuel dock upgrades, storage expansion, interior updates, connect to NRBN fibre network to expand internet capabilities.
H.H. Knoll Park	Install grey water system at washroom facility.
Active Transportation	Upgrades to Welland Street including trail, landscaping, retaining walls, decorative noise barrier wall.
Active Transportation	Creation of bicycle lanes to major destinations and thoroughfares. Accessibility improvements for Cultural Block trails and sidewalks.

# 2021 Capital and Related Capital Budget

September 17, 2020



## Agenda

- Recommendation
- Process
- Tax and Rate Impact
- Funding
  - Sources
  - Level
  - Detail
- Internal Financing / Debt Repayment
- Projects
  - Department
  - Highlights
- Community Improvement Project (CIP)



## Recommendation

That the Corporate Service Department, Financial Services Division, Report No. 2020-125 Subject: 2021 Capital and Related Projects Budget, be received; and

That the 2021 Capital and Related Projects Budget as outlined in Report 2020-125, be approved and that the projects identified in the 2021 Capital and Related Projects Budget can begin immediately where feasible.



## Process

The 2021 Capital and Related Project Budget was developed through a process that obtained both **Council and Staff input**. Staff based their recommendations after considering:

- A need to focus on maintaining and improving core infrastructure
- Organization capacity to complete the Capital and Related Projects Budget
- Organization financial flexibility

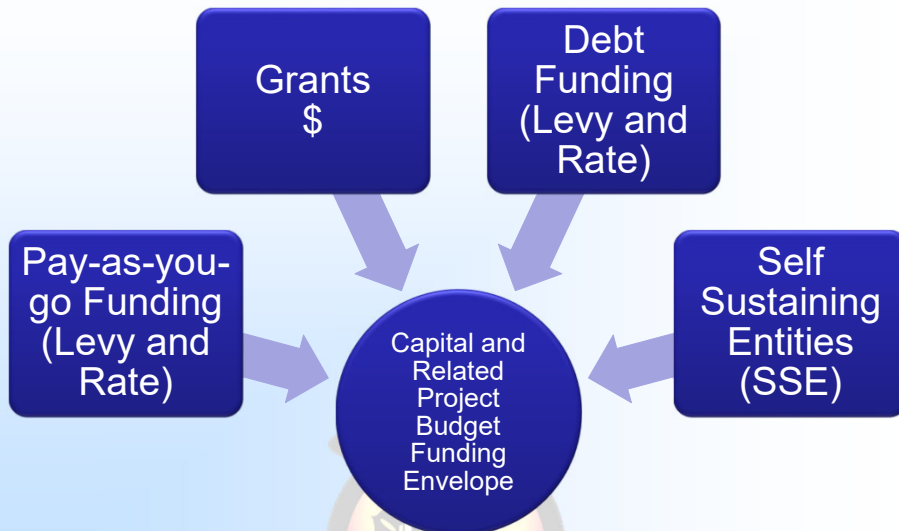


## Tax and Rate Impact

- 1% or \$34 increase to the average detached family house valued at \$196,036
- 1.8% or \$24 increase on water and wastewater for a house using 170 m3 of water

Report 2020-125

## Funding Sources



## Funding Level

Pay-as-you-go Funding (2021)	\$3,854,378	
Borrowing Costs (2021)	2,491,572	
	6,345,950	\$6,345,950
Amortization	5,400,000	
Annual Replacement Cost (per subject matter expert)		10,800,000
Achieving / (Underfunded)	\$945,950	(\$4,454,050)

New spend on capital asset replacement = \$3,600,000

Amortization ≈ \$5,400,000

**Under investing by \$1,800,000**

Replacement Cost ≈ \$10,800,000

**Under investing by \$7,200,000**

## Funding Detail

Funding Category	2020 Budget	Factor Increase (1.5)	CPI on "Pay-as-you-go" Costs (2.3%)	CPI on Borrowing Costs (2.3%)	Transfer from/(to) Borrowing to/(from) "Pay-as-you-go"	Transfer to Operating Budgets	Proposed 2021 Balance
<b>Funding for "Pay-as-you-go" Costs</b>							
Levy	2,108,260	286,176	48,490	40,017	148,402	(374,805)	2,256,540
Gas Tax	555,355	-	-	-	-	-	555,355
OCIIF (Ontario Community Infrastructure Fund)	418,760	-	-	-	-	-	418,760
Water	436,851	77,598	10,048	8,379	-	(282,876)	250,000
Waste Water	508,853	89,639	11,704	-	-	(260,196)	350,000
Storm Sewer	-	11,400	-	12,324	-	-	23,724
	<b>4,028,079</b>	<b>464,813</b>	<b>70,241</b>	<b>60,719</b>	<b>148,402</b>	<b>(917,877)</b>	<b>3,854,378</b>
<b>Funding for Borrowing Costs</b>							
Borrowing Costs	2,639,974	-	(60,719)	(60,719)	(233,079)	-	2,406,895
Internal Financing - Marina (Ballon Payment Required 2020)	-	-	-	-	84,677	-	84,677
<b>Total Capital Funding</b>	<b>6,668,053</b>	<b>464,813</b>	<b>9,522</b>	<b>-</b>	<b>-</b>	<b>(917,877)</b>	<b>6,345,950</b>

Report 2020-125 – Appendix C

## Internal Financing / Debt Repayment

	Fire Truck	Marina (SSE)
Issued Debt in 2010	281,000	900,000
Repaid over 10 years	145,606	(466,354)
Balloon Payment	135,394	433,646
Recommended funding for balloon payment	Reserves	Internal financing over five years

- The balloon payment occurred because the debt repayment schedule was based on 15 years but the term of the debt was only 10 years. This is common and similar to a standard mortgage where the payments are often calculated over 25 or 30 years but the mortgage renews more frequently.
- The alternative to the proposed reserve funding or internal financing is external borrowing (formal approval for the recommended strategy will accompany the Borrowing and Reserve Policies at the September 28, 2020 Council meeting).

## Projects by Department

Project	Type	Budget	Levy	Rate	Grant - 2021	Grant - PY	Reserves	Other
Corporate Services		202,000	202,000	-	-	-	-	-
Community Services		455,360	105,000	-	-	268,000	82,360	-
Fire Department		95,000	95,000	-	-	-	-	-
Public Works		4,353,000	1,580,600	200,000	972,400	1,400,000	200,000	-
Library	DM / G	45,000	45,000	-	-	-	-	-
Museum	DM	5,000	5,000	-	-	-	-	-
Board and Committees		50,000	50,000	-	-	-	-	-
Marina - Hydro Pedestals	DM	15,000	-	-	-	-	-	15,000
Cemetery - Columbarium and Concrete Work	DM / SLE	40,000	-	-	-	-	-	40,000
Self Sustaining Entities		55,000	-	-	-	-	-	55,000
		5,210,360	2,032,600	200,000	972,400	1,668,000	282,360	55,000
Transfer to Capital Water		150,000	-	150,000	-	-	-	-
Transfer to Capital Waste Water		250,000	-	250,000	-	-	-	-
Transfer to Capital Levy		225,654	225,654	-	-	-	-	-
Transfer to Capital Storm		23,724	-	23,724	-	-	-	-
Reserve Transfers		649,378	225,654	423,724	-	-	-	-
<b>Total Capital Budget</b>		<b>5,859,738</b>	<b>2,258,254</b>	<b>623,724</b>	<b>972,400</b>	<b>1,668,000</b>	<b>282,360</b>	<b>55,000</b>

Current Year New Capital Contribution = 3,854,378



## Some Project Highlights

- A 20% increase to the road reconstruction and maintenance budgets to \$1,440,000
- A proposal to perform a full infrastructure needs assessment of water, waste water and roads at a cost of \$750,000. The goal will be to assess the current condition and enhance planning and activities around unbilled water and waste water infiltration.
- Introduce flow monitors in the waste water system at a cost of \$100,000 to help isolate infiltration.
- A 20% increase to the sidewalk budget to \$150,000
- Replace the multi-use trail to Dain City at a cost of \$335,000



## Community Improvement Project (CIP)

- The Downtown CIP project was originally proposed as Clarence Street from West Street to Catharine Street.
- With Council's approval this project was expanded to design the infrastructure for the whole Downtown CIP.
- 
- As noted in Report 2020-116 this is a multi-year project moving towards tender ready for design with conceptual drawings which can facilitate a grant application, if required.
- Staff have been reviewing this project and as identified in Report 2020-116 recommend the timeline be adjusted so that the tender for engineering design follow at least preliminary work from the Infrastructure Needs Studies which will include asset condition assessments.



## Community Improvement Project (CIP)

- Adjusted budget reflected in this report reflects \$1,000,000 for engineering design.
- Previously it was estimated this project would cost \$4,500,000.
- The other funding representing a previous estimate of \$3,500,000 previously allocated (\$1,000,000) and planned to be allocated (\$2,000,000) to this project has been reallocated in this 2021 budget.
- In the absence of this change the 2021 capital budget would have been constrained by approximately 60%.
- Staff point out that in a best-case scenario there will be no meaningful physical construction of this project until 2022.
- Staff will recommend construction funding options during the 2022 Capital budget process which will consist of both grant and borrowing given the potential funding needs of the project.

Thank You

## Recommendation

That the Corporate Service Department, Financial Services Division, Report No. 2020-125 Subject: 2021 Capital and Related Projects Budget, be received; and

That the 2021 Capital and Related Projects Budget as outlined in Report 2020-125, be approved and that the projects identified in the 2021 Capital and Related Projects Budget can begin immediately where feasible.



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SEP 17 2020

CORPORATE SERVICES  
DEPARTMENT**PORT COLBORNE****FIRE & EMERGENCY SERVICES**3 Killaly Street West  
Port Colborne, Ontario  
L3K 6H1  
[www.portcolborne.ca](http://www.portcolborne.ca)

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Date: September 17, 2020  
Memo To: Mayor and Members of Council  
Scott Luey, C.A.O. and Amber LaPointe, City Clerk  
From: Thomas B. Cartwright, City Fire Chief  
Re: **FIRE PREVENTION WEEK 2020**

---

How did Fire Prevention Week start; have you ever wondered what the history is?

National Fire Prevention Week was established in 1922 in memory of the Great Chicago Fire. The Great Chicago Fire was a conflagration that burned in the City of Chicago during October 8–10, 1871. The fire killed approximately 300 people, destroyed roughly 3.3 square miles (9 km ) of the city, and left more than 100,000 residents homeless.

Let that sink in, such devastation. Every day is Fire Prevention Day within our City; your Fire Department strives to ensure the safety of our citizens at all times.

This year, Fire Prevention Week is October 4 – 10, 2020 and the theme is “Serve Up Fire Safety In the Kitchen”.

Cooking is the leading cause of home fires and injuries in Canada. Use Fire Prevention Week to educate yourself on cooking hazards, the dangers of unattended cooking and precautions you can take to prevent cooking-related fires.

At this time, I would request that Council declare the week of October 4 – 10, 2020, as Fire Prevention Week in the City of Port Colborne.

Thank you for your support.

A handwritten signature in black ink, appearing to read 'T. Cartwright', enclosed in a simple oval scribble.

Thomas B. Cartwright,  
City Fire Chief  
TC:cm

Telephone: 905-834-4512

[firechief@portcolborne.ca](mailto:firechief@portcolborne.ca)

Fax: 905-835-1020

**“Proudly Protecting People and Property”**

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# City of Port Colborne

DATE: September 24, 2020

**MOVED BY COUNCILLOR**

**SECONDED BY COUNCILLOR**

**WHEREAS** many dedicated citizens have joined with volunteer, professional and industrial fire safety personnel as “Partners in Fire Prevention” in a relentless effort to minimize loss to life, destruction of property and damage to the environment;

**AND WHEREAS** fire losses in Canada remain unacceptably high in comparison with those in other industrialized nations thereby necessitating improved fire prevention measures;

**AND WHEREAS** it is desirable that information on fire causes and recommended preventative measures be disseminated during a specific period of the year;

**AND WHEREAS** the 2020 fire prevention theme for this period is:

## **“SERVE UP FIRE SAFETY IN THE KITCHEN”**

Cooking is the leading cause of home fires and injuries in Canada.

Use Fire Prevention Week to:

- Educate yourself on cooking hazards
- Understand the dangers of unattended cooking; and
- Learn precautions that you can take to prevent cooking-related fires.

**NOW THEREFORE**, I, Mayor William C. Steele, do hereby proclaim the week of October 4th – 10th, 2020 as “**FIRE PREVENTION WEEK**” in the City of Port Colborne.

William C. Steele  
MAYOR







# The Corporation of The Town of Amherstburg

September 21, 2020

VIA EMAIL

The Right Honourable Raymond Cho, Minister for Seniors and Accessibility  
College Park 5<sup>th</sup> Flr, 777 Bay St,  
Toronto, ON  
M7A 1S5

**Re: AODA Website Compliance Extension Request**

---

At its meeting of September 14, 2020, Council passed the following for your consideration:

Resolution # 20200914-281

- "1. **WHEREAS** Section 14(4) of O.Reg 191/11 under the Accessibility for Ontarians with Disabilities Act requires designated public sector organizations to conform to WCAG 2.0 Level AA by January 1, 2021;
2. **AND WHEREAS** the municipality remains committed to the provision of accessible goods and services;
3. **AND WHEREAS** the municipality provides accommodations to meet any stated accessibility need, where possible;
4. **AND WHEREAS** the declared pandemic, COVID-19, has impacted the finances and other resources of the municipality;
5. **AND WHEREAS** the Accessibility for Ontarians with Disabilities Act contemplates the need to consider the technical or economic considerations in the implementation of Accessibility Standards;
6. **BE IT THEREFORE RESOLVED THAT** the municipality requests that the Province of Ontario extend the compliance deadline stated in Section 14(4) of O.Reg 191/11 to require designated public sector organizations to meet the compliance standards, by a minimum of one (1) year to at least January 1, 2022; **AND**,
7. **BE IT THEREFORE RESOLVED THAT** the municipality requests that the Province of Ontario consider providing funding support and training resources to meet these compliance standards."

The impacts of the pandemic on municipal finances and resources affect the ability of municipalities to meet the January 1, 2021 deadline for full compliance with WCAG 2.0 Level AA.

We humbly request the Ontario government consider an extension request, in addition to financial support and training due to the unprecedented impacts of the global pandemic.

Regards,



Tammy Fowkes  
Deputy Clerk, Town of Amherstburg  
(519) 736-0012 ext. 2216  
[tfowkes@amherstburg.ca](mailto:tfowkes@amherstburg.ca)

cc:

The Right Honourable Doug Ford, Premier of Ontario  
The Association of Municipalities of Ontario  
All Ontario Municipalities



# The Corporation of The Town of Amherstburg

September 21, 2020

VIA EMAIL

Hon. Lisa McLeod, Minister of Heritage, Sport, Tourism and Culture Industries  
6<sup>th</sup> Flr, 438 University Ave,  
Toronto, ON  
M7A 1N3

**Re: Request for Consideration of Amendments to Bill 108 re. The Ontario Heritage Act**

At its meeting of September 14, 2020, Council passed the following for your consideration:

Resolution # 20200914-258:

**“WHEREAS** Royal Assent has been granted to Bill 108 entitled ‘More Homes, More Choice Act, 2019’ on June 6, 2019; and,

**WHEREAS** Schedule 11 of Bill 108 contains amendments to the Ontario Heritage Act which require appeals under the Ontario Heritage Act to be heard by the Local Planning Appeal Tribunal not the Conservation Review Board; and,

**WHEREAS** the Conservation Review Board is an adjudicative tribunal that, through the mandate provided by the Ontario Heritage Act, considers a number of matters such as:

- The proposed designation of a property as having cultural heritage value or interest;
- Applications for the repeal of a By-law on a specific property;
- Applications related to the alteration of a property covered by a By-law; and,
- Matters related to archaeological licensing. AND,

**WHEREAS** Schedule 11 of Bill 108 will come into effect on a date to be proclaimed by the Lieutenant Governor; and,

**WHEREAS** the Local Planning Appeal Tribunal are not experts in heritage matters unlike members of the Conservation Review Board; and,

**WHEREAS** the Local Planning Appeal Tribunal decisions are binding decisions unlike the Conservation Review Board non-binding recommendations; and,

**WHEREAS** the Ontario Heritage Act provides a means for municipalities to protect and preserve the cultural heritage value or interest of the municipality for generations to come; and,

**WHEREAS** the Conservation Review Board currently provides reports to municipal council's setting out its findings of fact, and its recommendations so that a final decision can be rendered by municipalities about what is valuable in their community;

**WHEREAS** the Town of Amherstburg remains committed to the preservation and protection of property of cultural heritage value or interest;

Website: [www.amherstburg.ca](http://www.amherstburg.ca)

271 SANDWICH ST. SOUTH, AMHERSTBURG, ONTARIO N9V 2A5

Phone: (519) 736-0012 Fax: (519) 736-5403 TTY: (519)736-9860

**NOW THEREFORE BE IT RESOLVED THAT** the Town of Amherstburg strongly recommends that Schedule 11 of Bill 108 be amended to remove the powers provided to the Local Planning Appeal Tribunal, retaining authority for hearing certain appeals by the Conservation Review Board; and,

**BE IT FURTHER RESOLVED THAT** the Town of Amherstburg strongly recommends that Schedule 11 of Bill 108 be amended to return the authority for final decisions to municipal council's as the elected representative of the communities wherein the property and its features of cultural heritage value exist; and,

**BE IT FURTHER RESOLVED THAT** a copy of this motion be sent to the Honourable Doug Ford, Premier of Ontario, Lisa McLeod the Minister of Heritage, Sport, Tourism and Culture Industries, Andrea Horwath, MPP and Leader of the Official Opposition and the Ontario NDP Party, MPP John Fraser Interim Leader of the Ontario Liberal Party, Mike Schreiner MPP and Leader of the Green Party of Ontario, Taras Natyshak MPP Essex County; and,

**BE IT FURTHER RESOLVED THAT** a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), all MPP's in the Province of Ontario, the County of Essex and all Municipalities in Ontario for their consideration."

We strongly recommend that the Ontario government consider amendments to Bill 108 to return the final authority to municipal Council's to determine what is of cultural heritage value or interest in their communities with the benefits of the expert and professional advice provided by the Conservation Review Board.

Regards,



Tammy Fowkes  
Deputy Clerk, Town of Amherstburg  
(519) 736-0012 ext. 2216  
[tfowkes@amherstburg.ca](mailto:tfowkes@amherstburg.ca)

cc:

The Right Hon. Doug Ford, Premier of Ontario  
Andrea Horwath, MPP, Leader of the Official Opposition and the Ontario NDP Party  
John Fraser, MPP and Interim Leader of the Ontario Liberal Party  
Mike Schreiner, MPP and Leader of the Green Party of Ontario  
Taras Natyshak, MPP of Essex County  
All Ontario Municipalities

The Corporation of the City of Port Colborne

By-Law no. 6822/72/20

Being a by-law to authorize entering into an amendment to subdivision agreement between The Corporation of the City of Port Colborne and 1399908 Ontario Inc.

Whereas the Council of The Corporation of the City of Port Colborne enacted By-law 2364/185/89, Being a By-law to authorize entering into a Subdivision Agreement with CIFA Development Inc. and Lehndorff Investors Services Ltd. on the 14<sup>th</sup> day of November, 1989 respecting lands described as Parcel 29-1, Section 59 – Humberstone – 3 being part of lots 29 and 30, Concession 3 shown as parts 1 through 6 on Plan 59R-1, in the City of Port Colborne, Regional Municipality of Niagara; and

Whereas the Council of the Corporation of the City of Port Colborne enacted By-law 3930/75/00, Being a By-law to Authorize Entering into an Amending Agreement with 1399908 Ontario Ltd. et al to the original Subdivision Agreement with CIFA Developments Inc. et al respecting the Meadow Heights Plan of Subdivision; and

Whereas by approving the recommendations of Department of Planning and Development Report No. 2017-150, Subject: Meadow Heights Subdivision Agreement Amendment – Phase 2, on November 27, 2017, Council has approved entering into an amending agreement to the afore-mentioned existing subdivision agreement through By-law 6536/103/17; and

Whereas by approving the recommendations of Planning and Development Department, Planning Division Report No. 2020-63, Subject: Meadow Heights Subdivision Agreement Amendment – Phase 2, on September 28, 2020, Council has approved repealing By-law 6536/103/17 and entering into an amending agreement to the afore-mentioned existing subdivision agreement;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That Council hereby approves entering into an Amendment to the Subdivision Agreement with 1399908 Ontario Inc., which agreement is attached to this By-law as Schedule "A".
2. That the Mayor and Clerk be and they are hereby authorized and directed to sign the said Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the executed Amendment to Subdivision Agreement be registered on title to the subject lands in the Niagara Land Registry Office.
4. That By-law 6536/103/17, Being a By-law to Authorize Entering into an Amendment to the Subdivision Agreement with 1399908 Ontario Inc. (Meadow Heights Subdivision), be hereby repealed.
5. That this By-law shall come into effect on the date of its final passing by Council.

Enacted and passed this 28th day of September, 2020.

\_\_\_\_\_  
William C. Steele  
Mayor

\_\_\_\_\_  
Amber LaPointe  
City Clerk

**CITY OF PORT COLBORNE**  
**AMENDMENT TO SUBDIVISION AGREEMENT**

**THIS AGREEMENT** made this        day of       , 2020  
and authorized by Bylaw        for the City of Port Colborne.

BETWEEN

**1399908 ONTARIO LTD.**

Hereinafter called the **OWNER** of the **FIRST PART**;

AND

**THE CORPORATION OF THE CITY OF PORT COLBORNE**

Hereinafter called the **CITY** of the **SECOND PART**;

AND

**1379296 ONTARIO INC.;**

Hereinafter called the **MORTGAGEE** of the **THIRD PART**;

**WHEREAS** the lands described in Schedule "A" were subject to an Agreement dated the 3<sup>rd</sup> of May, 1990 between CIFA Developments Inc., Lehndorff Investors Services Limited and The Corporation of the City of Port Colborne and registered as Instrument No. LT 077615 on January 29, 1991 which is hereinafter referred to as the "original Subdivision Agreement";

**AND WHEREAS** the lands described in Schedule "A" were subject to an amending Agreement dated the 28<sup>th</sup> of September, 2000 between 1399908 ONTARIO LTD, CIFA Developments Inc., and The Corporation of the City of Port Colborne and registered as Instrument No. LT 166874 on September 29, 2000 which is hereinafter referred to as the "existing Subdivision Agreement";

**AND WHEREAS** 1399908 Ontario Ltd. obtained title to the lands on or about March 21, 2000 and owns the lands described on Schedule "A";

**AND WHEREAS** the Owner has assumed all of the obligations of the original and existing Subdivision Agreement;

**AND WHEREAS** the Owner desires to amend the original Subdivision Agreement to enable development of a portion of the lands described in Schedule "A" and hereinafter known as the "revised Phase 2 Stage 1 and Phase 2 Stage 2"

**AND WHEREAS** the Owner desires to amend the existing Subdivision Agreement to enable development of revised Phase 2 Stage 1 and Phase 2 Stage 2 by replacing the phasing plan, grading plan; street lighting plan and cost estimates;

**NOW THEREFORE** this agreement witnesseth that in consideration of the City approving this amending agreement, and in consideration of the sum of \$1.00 of lawful money of Canada now paid by the Owner to the City (the receipt whereof is hereby by the City acknowledged), the Parties hereto mutually covenant and agree as follows:

1. The parties hereto acknowledge that each of the foregoing recitals is true and correct as of the date hereof.
2. The parties hereto agree that the following clauses of the original or the existing Subdivision Agreement are hereby amended:
  - 2.1 Clause 1. of the original Subdivision Agreement entitled Definitions and Clauses 1.1 to 1.11 inclusive be deleted and Clauses 2.1 to 2.6 inclusive on the existing Subdivision Agreement be deleted and replaced with:

**2.2 Definitions**

In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

**2.3 “Agreement”** means this Subdivision Agreement.

**2.4 “Assumption By-Law for Primary Services”** means a by-law passed by the Council of The Corporation of the City of Port Colborne forthwith after the Director of Engineering and Operations has approved in writing the Certificate of Final Acceptance for Primary Services, assuming ownership of and responsibility for all Primary Services constructed by the Developer pursuant to the terms of this Agreement and the approved Plans, SAVE AND EXCEPT the following Primary Services:

- a) the streets and roadways constructed by the Developer within the Plan of Subdivision;
- b) the noise attenuation requirements; and
- c) the utility services other than the streetlights.

**2.5 “Block”** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.

**2.6 “Assumption By-Law for Secondary Services”** means a by-law passed by the Council of The Corporation of the City of Port Colborne forthwith after the Director of Engineering and Operations has approved in writing the Certificate of Final Acceptance for Secondary Services, assuming ownership of and responsibility for:

- a) all Secondary Services constructed by the Developer; and
- b) the streets and roadways constructed by the Developer within the Plan of Subdivisions.

**2.7 “Building Permit”** means a permit issued by the Chief Building Official of The Corporation of the City of Port Colborne approving an application for the construction, reconstruction or alteration of any building or structure for which such permit is required pursuant to the provisions of By-Law 129-90 and amendments thereto.

**2.8 “Certificate of Final Acceptance for Primary Services”** means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Engineering and Operations at the expiration of the Maintenance Warranty Period for Primary Services setting out the Primary Services being accepted by the City and indicating the date of final acceptance of such Works.

**2.9 “Certificate of Final Acceptance for Secondary Services”** means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Engineering and Operations issued at the expiration of the Maintenance Warranty Period for Secondary Services setting out the Secondary Services being accepted by the City and indicating the date of final acceptance of such Works. The Certificate of Final Acceptance for Secondary Services.

**2.10 ‘Chief Building Official’** means the Chief Building Official for the Corporation of the City of Port Colborne or his designate appointed pursuant to the Building Code Act.

**2.11 “Completion Certificate for Primary Services”** means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Engineering and Operations upon satisfactory completion of all Primary Services, the approval date of which shall start the Maintenance Warranty Period for such Primary Services.

**2.12 “Completion Certificate for Secondary Services”** means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Engineering and Operations upon satisfactory completion of all Secondary Services, the approval date of which shall start the Maintenance Warranty Period for such Secondary Services.

**2.13 “Consulting Engineer”** shall mean the person or persons registered with the Association of Professional Engineers of the Province of Ontario, who for the time being is or are employed by the Developer to provide engineering services on behalf of the Developer for the Plan of Subdivision.

**2.14 “Council”** means the Council of The Corporation of the City of Port Colborne.



**2.15 “Developer”** shall mean the applicant for the approval of a Plan of Subdivision and the registered owner or owners in fee simple of the lands for which the Plan of Subdivision is proposed and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.

**2.16 “Director of Community and Corporate Services”** means the Director of Community and Corporate Services for The Corporation of the City of Port Colborne or his designate.

**2.17 “Director of Engineering and Operations”** means the Director of Engineering and Operations for The Corporation of the City of Port Colborne or his designate.

**2.18 “Easements”** shall mean the easements described in Schedule "B" hereto, which forms part of this Agreement.

**2.19 “Final Default”** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the City, as provided in Section 15 hereof.

**2.20 “Front Lot Line”** means the lot line that divides a Lot from the street; provided, however, that:

- a) in the case of a corner lot, the shortest Street Line shall be deemed to be the front lot line and the longest Street Line shall be deemed to be the side lot line; and
- b) in the case of a corner lot with two Street Lines of equal length, the lot line that abuts the wider street or abuts a Regional Road or highway shall be deemed to be the front lot line, and in the case of both streets being under the same jurisdiction or of the same width, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line.

**2.21 “Grading Conformance Certificate”** means the Certificate identified in Section hereof.

**2.21 “Frontage of Lot”** means the horizontal distance between the side lot lines measured along the Front Lot Line, but where the Front Lot Line is not a straight line or where the side lot lines are not parallel, the lot frontage is to be measured by a line 7.5 metres back from and parallel to the chord of the lot frontage, and for the purpose of this paragraph the chord of the lot frontage is a straight line joining the two points where the side lot lines intersect the Front Lot Line.

**2.22 “Letter of Credit”** shall mean any municipal standby irrevocable Letter of Credit drawn upon a Chartered Bank posted with and in a form acceptable to the City pursuant to this Agreement. The municipal standby irrevocable Letter of Credit shall contain a provision which automatically renews it from year to year unless the Bank

gives thirty (30) days advance written notice of its intention not to renew.

**2.23 “Letter of Occupancy”** means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling, as required by Section 12.6 hereof.

**2.24 “Local Improvements”** shall include utilities, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the Local Improvements Act or the Municipal Act.

**2.25 “Lot”** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.

**2.26 “Lot Grading Deposit”** means a deposit of security as specified in Subsection 20.11(b) hereof.

**2.27 “Lot Grading Plan”** means a plan for the grading of a Lot as required in Subsection 20.11 hereof.

**2.28 “Maintenance Warranty Period”** means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Primary Services or Secondary Services, as the case may be, which period is defined in Section 11.6 hereof.

**2.29 “Party”** shall mean a party to the Agreement and the successors or permitted assigns.

**2.30 “Plan of Subdivision”** shall mean the Plan of Subdivision of the Lands described in Schedule “A” hereto ultimately approved for registration by the City and registered on title pursuant to the provisions of the Planning Act.

**2.31 “Plans”** shall mean all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director of Engineering and Operations prior to execution of this Agreement by the City.

**2.32 “Pre-Servicing”** means the installation of Works prior to registration of this Agreement.

**2.33 “Primary Services”** shall mean the following municipal services required to be constructed by the Developer:

- a) municipal sanitary sewer system;
- b) municipal storm sewer system, storm drainage and storm water management facilities sufficient in the opinion of the Director of Engineering and Operations to provide safety and protection from undue inconvenience

- to the general public;
- c) municipal water system, including fire hydrants;
- d) municipal streets and roadways of final design width with granular base, base course asphalt and concrete curbs and gutters;
- e) street signs and traffic control signs and devices;
- f) rough grading of the Lands;
- g) Noise berm, wall or fence required to mitigate noise within the lands described in Schedule "A" annexed hereto; and all Utility Services.

**2.34 "Region"** means The Corporation of the Regional Municipality of Niagara.

**2.35 "Reserve Strip"** shall mean a parcel of land conveyed by the Developer to the City in fee simple, free of encumbrances, abutting a Street Line and separating the street from the next abutting lot or block, for the purpose of preventing legal access from the said street to the said next abutting lot or block.

**2.36 "Secondary Services"** shall mean all municipal services required to be constructed by the Developer not defined as "Primary Services", and without limiting the generality of the foregoing, shall include:

- a) top course roadway asphalt;
- b) sidewalks;
- c) paved driveway aprons;
- d) footpaths;
- e) fencing;
- f) sodding of boulevards;
- g) landscaping; and
- h) tree plantings.

**2.37 "Storm Water Management Report"** means an approved storm water management report and specifications prepared by the Developer in accordance with Section 10.10 of this Agreement.

**2.38 "Street Line"** means a lot line dividing a Lot from a street and is the limit of the street or road allowance.

**2.39 "Subdivision"** means the division of a parcel of land into lesser parcels by means of a registered Plan of Subdivision.

**2.40 "Supervision"** means the full-time inspection and administration of the Works for the express purpose of enforcing the provisions of this Agreement and providing certification of the Works in accordance with Section 6.

**2.41 "City"** means The Corporation of the City of Port Colborne.

**2.42 "Treasurer"** means the Director of Community and Corporate Services for The

Corporation of the City of Port Colborne or his designate.

**2.43 “Utility Services” means:**

- a) all electrical distribution and street lighting systems, complete; if applicable, all gas services, complete;
- b) all telephone services, complete; and all co-axial services, complete.

**2.44 ‘Works’** means all Primary Services and Secondary Services, both internal and external, and all construction, erection, installation and engineering required to service the Lands in accordance with the terms of this Agreement and the approved Plans.

**3.0** Clause 2. of the original Subdivision Agreement entitled Schedules to Agreement be amended by the addition of the following references:

- SCHEDULE “A” - Description of Lands
- SCHEDULE “B” - Lands Conveyed for Public Purposes
- SCHEDULE “C” - Additional Site Conditions
- SCHEDULE “D” - Roads
- SCHEDULE “E” - Sanitary Sewers
- SCHEDULE “F” - Storm Sewers and Surface Drains
- SCHEDULE “G” - Watermains
- SCHEDULE “H” - Sidewalks
- SCHEDULE “I” - Streetlights
- SCHEDULE “J” - Subdivision Deposit
- SCHEDULE “K” - Subdivision Phase 2, Stage 1
- APPENDIX “A” - Plans, Profiles and Specifications

**4** That Clause 3 of the Original Subdivision Agreement entitled General be deleted and replaced with the following:

**4.1 GENERAL PROVISIONS**

**4.2 Notices**

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner hereinafter set out, in writing addressed in the case of:

- a) the City c/o Dan Aquilina, to City Hall, 66 Charlotte Street, Port Colborne, Ontario L3K 3C8 Facsimile 905-835-2939;
- b) the Developer, to Ray Khanna, Kingsway Investments Ltd.  
105 Main Street East, Suite 1510  
Hamilton, ON L8N 1G6 Facsimile 905-526-7200

The giving of such written notice shall be deemed to be complete, where notice is given by personal service, on the day that the serving of written notice is completed, and where notice is given by prepaid registered mail, two (2) days after the date of mailing, and where notice is given by telephone transmission of a facsimile of the notice, on the day that the transmission of the written notice is completed.

#### **4.3 Binding on Heirs, etc.**

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

#### **4.4 Section 67 Planning Act**

The Developer agrees to be bound by the penalty provisions set forth in Section 67 of the *Planning Act*, R.S.O. 1990, c.P.13, and amendments thereto.

#### **4.5 Applicable Laws**

- c) In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of any governmental or other public authorities having jurisdiction at any time from time to time enforced. Without limiting the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and The *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- d) The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the City if at any time the City considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the City may take action to remedy the situation at the expense of the Developer and in this regard the City shall also be entitled to draw upon any security filed by the Developer under this Agreement.

#### **4.6 Severance of Ultra Vires Terms**

If any term of this Agreement shall be found to be *ultra vires* the City, or otherwise unlawful, such term shall conclusively be deemed to be

severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.

#### **4.7 Incontestability**

The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, before any court or administrative or other tribunal, the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition thereof, and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

#### **4.8 Time of the Essence**

Time shall be of the essence of this Agreement.

#### **4.9 Certificate of Status**

Prior to execution of this Agreement by the City, the Developer shall deliver to the City a Certificate of Status issued by the Ontario Ministry of Consumer and Commercial Relations verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.

#### **4.10 Mortgagee's Postponement**

The Developer hereby agrees to procure, register and provide to the City any postponement agreements which the City solicitor considers necessary to ensure that this Agreement shall have priority over any interest of a mortgagee in the Lands.

#### **4.11 Notice to Purchasers**

The Developer shall notify or cause to be notified each and every purchaser of a Lot or Lots of all Works contracted by the Developer, the Developer's obligations to maintain the Works and all other conditions covered by this Agreement by providing a complete and accurate summary of same and shall cause such information to be fully recorded in any Offer to Purchase or Agreement of Purchase and Sale entered into by the Developer.

5 That Clauses 4. through 4.5 from the Original Subdivision Agreement be deleted and replaced with the following:

#### **6 LANDS REQUIRED FOR MUNICIPAL PURPOSES**

- 6.1 The Developer shall convey to the City, in fee simple, free from all encumbrances, such other land as may be required in connection with services necessary for the development of the lands described in Schedule "A" attached hereto, which said additional lands conveyed for Public Purposes are described in Schedule "B" attached hereto.
- 6.2 The Developer shall transfer the lands referred to in Section 8.1 above in a neat and tidy condition, free from all debris and trash and in a condition including all necessary improvements completed to the satisfaction of the Council.
- 6.3 The Developer covenants and agrees, at its expense, to obtain and grant to the City, prior to final approval of the subdivision, easements required for the construction of services described in the Schedules attached hereto, in accordance with the City's standard easement agreement form, satisfactory to the City Solicitor. The Developer shall also grant such easements as required by other utility companies or commissions for the installation of their plant.

#### **EASEMENTS FOR MUNICIPAL PURPOSES**

- 6.4 The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the City such easements as may be required for the installation and construction of services or development of the Lands in accordance with Schedule "B" annexed hereto.
- 6.5 The Developer shall convey to the City or to such public utility company or commission or cable television company as the City may direct, easements required for utility and/or coaxial purposes in accordance with Schedule "B" annexed hereto. All such easements shall be prepared to the complete satisfaction of the City, and if required by the City, any such utility or cable television company.
- 6.6 The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the City, including Primary Services, Secondary Services and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the Director of Engineering and Operations and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the City has passed the Assumption By-Law for Secondary Services.

7.0 That Clause 5. through 15. of the original Subdivision Agreement commencing at and entitled Engineering and Inspections be deleted and replaced with:

#### **7.1 SERVICING PLANS AND SPECIFICATIONS**

7.2 All Plans and specifications must be approved in writing by the Director of Engineering and Operations prior to the execution of this Agreement by the City and the Developer commencing construction of any of the Works.

7.3 The Developer shall submit to the Director of Engineering and Operations three (3) copies of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.

7.4 It is understood and agreed the Director of Engineering and Operations in his appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario, established specifications and standards adopted by the City or existing practices and standards as may from time to time be established or amended by the City by its officials or agents. The City may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.

7.5 No approval by the Director of Engineering and Operations shall operate as a release by the City of any liability of the Developer which, but for such approval, might exist or hereafter arise.

7.6 All Plans shall be prepared and stamped by a Consulting Engineer or an Ontario Land Surveyor licensed to practice in the Province of Ontario.

## **STAGING**

7.7 It is agreed between the parties hereto that the works to be constructed under this Agreement are to proceed in phases numerically in accordance with Schedule "N(2)" attached hereto. Further, the provisions of this Agreement with respect to the construction of said works, security deposit, the acceptance of the work by the City, the maintenance period, building permits and other matters contained within this Agreement shall be applicable separately for each Stage. Prior to commencement of subsequent Stages, the Developer agrees to update Schedule "J" – Subdivision Deposit with current cost estimates concurrent with the year construction is to be completed for each Stage after Stage 1 in order to provide the necessary Security Deposits for those Stages.

## **8 ENGINEERING AND INSPECTION**

### **8.1 Consulting Engineer**

The Developer shall employ a competent and qualified Consulting Engineer, approved by the Director of Engineering and Operations, to:

- e) carry out all necessary soil investigations to the satisfaction of the Director of Engineering and Operations;
- f) design all Works required to be completed by this Agreement;
- g) prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Director of



Engineering and Operations for approval prior to installation or construction of such Works;

- h) obtain from the Director of Engineering and Operations details regarding the form and scale of the plans and profiles prior to their preparation;
- i) obtain and provide the City with all necessary approvals prior to installation or construction of the Works and prior to execution of this Agreement;
- j) prior to execution of this Agreement by the City, prepare and furnish the Director of Engineering and Operations with estimates of the cost of installation and construction of the said Works;
- k) if required, prepare contract documents and call tenders for installation and construction of the said Works;
- l) prepare and supply the City with Progress Payment Certificates;
- m) provide full time resident inspection and contract administration of all Works covered by this Agreement;
- n) maintain all records for the installation and construction of the said Works and submit "as constructed" records in electronic form to the Director of Engineering and Operations prior to approving the Completion Certificate for the Works as per the following:
  - i) all reports will be prepared in Microsoft Word and/or Excel and all drawings will be created in AutoCAD (2012) and the latest version of ESRI ArcGIS. Ownership of both hard copies and digital copies must be transferred to the City upon completion of the Works. Metric units are to be used;
  - ii) mapping and associated database information is to be provided in ERSI (.shp) shapefile with object data attached. All information is to be tied to UTM coordinates using the standard NAD83 (Zone 17) datum and should be accompanied by supporting files (font files and plot files) if applicable. Please note that graphical images (.pdf, .cdr, .tif) and CAD files are not considered an acceptable GIS format.
- o) upon completion of installation and construction of the Works, supply the City with a certificate verifying that the Works were installed and constructed in accordance with the approved Plans and specifications;

- p) provide the Director of Engineering and Operations with individual record sheets of all sewer and water services location and depth;
- q) when requested by the Director of Engineering and Operations, accompany him on his inspections of the Works;
- r) supervise construction of all Works on a full time basis, including any remedial work the Director of Engineering and Operations may require;
- s) test all services and verify to the Director of Engineering and Operations, in writing, that all testing has been completed in accordance with the appropriate requirements;
- t) provide building elevations for construction purposes; and
- u) certify, in writing, to the Director of Engineering and Operations, as to the actual cost of all Works completed, prior to the City approving a Completion Certificate for such Works or reducing any Letter of Credit.

**8.2** All Primary, Secondary and Utility Services shall be installed, constructed, inspected and tested under the direct supervision of the Developer's Consulting Engineer at the sole expense of the Developer.

**8.3** The Developer's Consulting Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Director of Engineering and Operations. All sanitary and storm sewers must be inspected and videoed via closed circuit television (CCTV) prior to final acceptance by the City. Complete CCTV reports in the latest format to be provided to City upon completion with as-built documents.

**8.4** The Director of Engineering and Operations or his designate shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Director of Engineering and Operations. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Director of Engineering and Operations.

**8.5** The City shall inspect all works as deemed necessary to ensure that the works are being constructed in accordance with the plans and specifications approved by the City, to the Engineer's satisfaction. This inspection shall be in addition to the inspection provided by the Developer's Consulting Engineer, and shall in no way relieve the Developer or its Consulting Engineer of any responsibility with regard to supervision and inspection or the proper completion of the work. The Developer shall pay the full cost of engineering inspection by the City.

**8.6** The City shall inspect all materials and appurtenances prior to installation to ensure conformance with latest City approved material/manufacture lists. Any items deemed unacceptable are to be tagged or otherwise identified as “unacceptable”, and removed from site immediately. Any items deemed “unacceptable” will be replaced at the expense of the Contractor. Replacement item(s) shall be examined for conformance to the specifications by the City.

**8.7** The Director of Engineering and Operations shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Director of Engineering and Operations.

**9** *That Clauses 6 to 6.4 from the Original Subdivision Agreement titled Tenders and Contractors be deleted and replaced with the following:*

### **TENDERS, INSURANCE & BONDING**

**9.1** If required by the City, the Developer shall call for tenders for the Works in accordance with the City’s Purchasing Policy (By-law No. 3687/113/98). Where the City requires the Developer to call for tenders, any tender proposed to be accepted by the Developer shall not be accepted until same has been approved in writing by the Director of Engineering and Operations.

**9.2** Prior to commencement of any Works, the Developer shall, at his sole expense, provide the City with:

- v) a copy of the contractor’s Performance and Maintenance Bond and Labour and Material Payment Bond each for one hundred percent (100%) of the contract sum, if required. The aforesaid Bonds shall unconditionally guarantee to the Developer and the City that the Works will be satisfactorily completed and maintained within the terms of the contract, this Agreement and the approved Plans up to the face value of the bond. Without limiting the generality of the foregoing, such Bonds shall cover extensions to the contract, modifications thereof, and the Maintenance Warranty Period. The bonding company shall not replace a prime contractor or sub-contractor without prior written approval of the Director of Engineering and Operations. Bonding companies are subject to acceptance by the City;
- w) a certified copy of the Developer’s third party All Perils and Liability Insurance Policy naming the City as an additional insured in a form satisfactory to the City as follows:
  - i) the policy is to be written on the comprehensive form including contractual liability and complete operations with an inclusive limit of five million dollars (\$5,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);

- ii) the Liability Insurance Policy shall not contain any exclusions for damage to property, support of any property, building or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise and shall not contain an exclusion for blasting;
- iii) the Standard Automobile Policy shall cover both owned and non-owned vehicles with inclusive limits of not less than two million dollars (\$2,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);
- iv) excess umbrella liability coverage of four million dollars (\$4,000,000.00) for all risks included in (i) and (ii) above shall be provided with a retained limit up to ten thousand dollars (\$10,000.00);
- v) "Cross Liability" and "Severability of Interest" clauses or endorsements shall be provided;
- vi) an endorsement will be provided to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City from the insurer;
- vii) the premium for the said policies shall be paid initially for a period of two (2) years and the policy shall be renewed for further one-year periods until all Works required under this Agreement are installed and assumed by the City;
- viii) The policy of insurance shall not be construed as relieving the Developer from responsibility for the deductibles or other or larger claims, if any, for which the Developer or City may be held responsible;
- x) a certificate from the Worker's Safety Insurance Board certifying the contractor is in good standing with the Board; and
- y) satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

10. That Clauses 7 to 7.14 titled Installation of Services from the Original Subdivision Agreement be deleted and replaced with the following:

### **10.1 SERVICES**

#### General

- a) Where the Plan of Subdivision is serviced by a secondary means of egress or emergency access to be constructed by the Developer, an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such secondary means of egress or emergency access, road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.
- b) Where it is necessary to use a secondary means of egress or emergency access to be constructed by the Developer or an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.
- c) The Developer shall not change, or do any work that will prejudicially effect, any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Director of Engineering and Operations, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the City from any claim arising from such damage.
- d) The Developer shall keep all portions of the development well, properly and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the City from any claim arising from said damage.
- e) The Developer covenants and agrees to carry out all Works necessary to service the Plan of Subdivision in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the City, its servants or agents, may, at the City's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Plan of Subdivision. The cost of any such work performed by or at the instruction of the City, shall be paid by the Developer on demand, and without limiting any of its remedies at law or in equity, the City may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in

*The Municipal Act* and with the same priorities as taxes that are overdue and payable.

- f) The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, both within the Plan of Subdivision and elsewhere.
- g) All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as dust free as possible and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the City's requirements and to the satisfaction of the Director of Engineering and Operations.
- h) All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Director of Engineering and Operations, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer's or its contractor's vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Director of Engineering and Operations make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Director of Engineering and Operations remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the City's requirements and to the satisfaction of the Director of Engineering and Operations.
- i) The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation Bell Canada, Consumer's Gas, Enbridge Gas, Canadian Niagara Power Inc., Regional Cable Television (Central) Inc., Niagara Regional Broadband Network, etc.) of the approximate date of construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Director of Engineering and Operations, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or

any other public utility works as necessary and as approved by the Director of Engineering and Operations, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.

- j) The City disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other utilities, services and structures owned by the City or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said pipes, conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such pipes, conduits, tracks, utilities and structures, and to inspect the public records of the various City Departments having recognizance and control of pipes, conduits and sewers, and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer's responsibility to consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be notified immediately by the Developer and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Director of Engineering and Operations.
- k) The Developer agrees to keep boulevards and Easements graded and free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial, gas and hydro-electric installations, and other utility works.
- l) The Developer shall remove from all road allowances in the Plan of Subdivision, any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Director of Engineering and Operations, and further, shall remove from the Lands any unkempt, diseased or infested trees, vines or bushes. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the City to the Developer, the City may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the City may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

- m) The Developer shall not remove any topsoil from the Lands without first obtaining written approval from the Director of Engineering and Operations.
- n) All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the City's specifications therefor at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.
- o) The Developer acknowledges and agrees, notwithstanding the complete installation of services in the subdivision as authorized by the City, that the City will not be held liable for any stoppage or delay of the registration of the Plan or the issuance of Building Permits for the lots in the Plan.

**11. Survey Monuments to be Preserved**

The Developer agrees:

- a) all survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved; and if any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of the person or persons responsible for establishing said survey monuments or related markings.

**12. City's Right to Enter and Repair**

- a) The City shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:
  - i) without notice to the Developer where, in the sole opinion of the Director of Engineering and Operations, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and
  - ii) where repairs to or maintenance of the said Works has not been completed within twelve (12) hours after written notice requiring such repairs or maintenance has been delivered to the Developer.
- b) The decision of the Director of Engineering and Operations that repairs, remedial work or maintenance to the said Works is required or that an emergency state exists requiring immediate repair or



maintenance shall be final, conclusive and incontestable. Such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the City or an assumption by the City of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement.

- c) The cost of any repair or maintenance work (including professional fees) undertaken by the City pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the City within thirty (30) days after a statement of account therefor has been delivered to the Developer. If the Developer fails to pay the amount due to the City within such thirty (30) day period, the City may and is hereby expressly authorized by the Developer to deduct the amount owing to the City for such repairs or maintenance from any monies or Letters of Credit deposited with the City.
- d) Repairs or maintenance undertaken by the Developer pursuant to this subsection, shall be completed in the presence of the Director of Engineering and Operations or his representative.

### **13. Services to be Co-ordinated**

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be coordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

### **14 Land Use Sign**

The Developer agrees to erect, to the satisfaction of the Director of Engineering and Operations, a 2.5m x 2.5m Land Use Sign prior to the commencement of construction of the Works, which shall indicate the proposed and abutting street system, lot patterns, sidewalk layout and land uses. The Developer further agrees to make available all such information and related servicing structures to prospective buyers.

### **15 Interim Works**

The Developer agrees and acknowledges that, until the Director of Engineering and Operations affixes his signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer's risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

## **16 Roads**

- a) The Developer agrees to perform and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Engineering and Operations.
- b) Any existing road damaged during the development of the Plan of Subdivision shall be restored by the Developer, to the complete satisfaction of the Director of Engineering and Operations, prior to approval of the Certificate of Completion for Primary Services.
- c) The roads shall be named to the satisfaction of the City.

## **17 Sanitary Sewer System**

- d) If required by the City, and prior to execution of this Agreement by the City, the Developer shall undertake a review of existing downstream sanitary sewer system to ensure the capacity of the system is sufficient for the increase in flows from the Plan of Subdivision. In the event the downstream system is inadequate for the flow increase from this Subdivision, upgrading of those facilities will be the financial responsibility of the Developer and the Work required and/or necessary to upgrade such facilities shall be completed by the Developer as part of development of this Plan of Subdivision to the complete satisfaction of the Director of Engineering and Operations.
- e) The Developer shall construct a sanitary sewer system, including service laterals from the sewer main to the Street Line and other appurtenances, to adequately service the Lands. All sanitary sewers, including upgrading of downstream facilities if deemed necessary by the City, shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Engineering and Operations, the Region of Niagara Public Works Department and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the City's most recent specifications therefor.
- f) All sanitary sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:
  - i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;
  - ii) forthwith after final paving of the streets has been completed; and

- iii) upon receipt of any written notice from the Director of Engineering and Operations.
- g) All sanitary sewer Works shall be tested, and if necessary re-tested, and the method and time of testing shall be to the satisfaction of the Director of Engineering and Operations.
- h) All sanitary sewer Works shall be inspected and videoed via closed circuit television to the satisfaction, and upon any written notice from, the Director of Engineering and Operations and prior to assumption of the sanitary sewer Works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Engineering and Operations, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Engineering and Operations, be required.
- i) Prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Engineering and Operations with "as constructed drawings" and complete CCTV Reports showing the location and depth of the sanitary sewer lateral constructed to service each Lot.
- j) Prior to registration of the Plan, the Region shall confirm that adequate sanitary sewage allotment is available.
- k) The Developer agrees to perform and complete all sanitary sewer Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Engineering and Operations.

## **18. Storm Drainage System**

- l) The Developer agrees to construct a storm drainage and storm water management system to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Director of Engineering and Operations, the Region of Niagara Public Works Department, the Region of Niagara Public Works Department, the Niagara Peninsula Conservation Authority (NPCA) and the Ministry of the Environment, and construction and materials used therein shall be in accordance with the City's most recent specifications therefor.
- m) All storm sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:

- i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;
  - ii) forthwith after final paving of the streets has been completed; and
  - iii) upon receipt of any written notice from the Director of Engineering and Operations.
- n) All storm sewer Works shall be inspected and videoed via closed circuit television to the satisfaction of, and upon any written notice from, the Director of Engineering and Operations and prior to assumption of the storm sewer Works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Engineering and Operations, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Engineering and Operations, be required.
- o) Prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Engineering and Operations with “as constructed drawings” and complete CCTV Reports showing the location and depth of the storm sewer lateral constructed to service each Lot.

**19. Stormwater Management System**

- a) The Developer agrees that prior to the City executing this Agreement the Developer shall prepare and provide a Storm Water Management Report which shall be submitted for approval by the Director of Engineering and Operations, the Ministry of the Environment, the NPCA and the Region of Niagara Public Works Department, indicating the following:
- i) the manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the Provincial guidelines contained in “Stormwater Management Practices Planning & Design Manual - June 1994” (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;
  - ii) an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the storm water management system must provide Level 1 protection for downstream fisheries and resources); and

- iii) an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the "Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites" May 1987 and the latest revision thereof or such more stringent standards as may be applicable.
- b) The Developer shall prepare and provide a Subdivision Grading Plan in accordance with Section 10.21 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands. The 100-year flood level shall be plotted on the Plan to ensure that all structural development will be located above this elevation.
- c) The Developer agrees to implement the Storm Water Management Plan, as approved by the NPCA including the approved grading and drainage plans, any required erosion and flood protection works, and all NPCA requirements.
- d) The Developer agrees to carry out or to have carried out all storm water management techniques and Works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Subdivision Grading Plan and Storm Water Management Plan to the complete satisfaction of the Director of Engineering and Operations and the Region of Niagara Public Works Department.

20. **Water Distribution System**

- a) The Developer shall construct a complete water supply and distribution system, including valves, valve boxes, fire hydrants, service connections, curbstops and boxes, blow-offs and ground hydrants as may be required for the purpose of servicing the Plan for Subdivision. The water distribution system shall be constructed according to the Plans approved by the Director of Engineering and Operations or the Region of Niagara Public Works Department and the Ministry of the Environment if required, and the construction and materials used therein shall be in accordance with the City's most recent specifications therefor.

- b) The Developer shall install, charge, test and maintain fire hydrants as required by the approved Plans and specifications in accordance with this Agreement to the complete satisfaction of the Port Colborne Fire Department and the Director of Engineering and Operations.
- c) The water supply and distribution system shall be designed to accommodate residential and fire flows with the minimum size of 150 mm in diameter.
- d) All water mains shall be flushed, chlorinated, pressure tested and bacterial tested in accordance with City Standards and to the satisfaction of the Director of Engineering and Operations prior to approval of the Completion Certificate for Primary Services.
- e) The Developer shall, prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, supply the Director of Engineering and Operations with "as constructed drawings" showing the location and depth of the water connections constructed to service each of the Lots.

#### **20.1 Sidewalks**

The Developer shall, at its sole expense, construct concrete sidewalks in accordance with the approved Plans filed and specifications therefor.

#### **20.2 Fencing**

The Developer shall, at its sole expense, construct fencing in accordance with the approved Plans filed and specifications therefor.

#### **20.3 Street and Traffic Signs**

- a) The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Engineering and Operations during the construction period.
- b) The Developer shall pay for all permanent street and traffic signs and other traffic control devices required by the approved Plans and to the satisfaction of the Director of Engineering and Operations. The Developer shall be responsible to install all permanent street and traffic signs to the current standards of the City.

#### **20.4 Electrical Distribution System and Street Lighting**

- a) The Developer shall arrange with Canadian Niagara Power Inc. (CNPI) for the design, provision and installation of all electrical transmission and distribution system and streetlighting system required to service all of the Lots shown on the Plan with electrical

power in accordance with the plans and specifications therefor approved by CNPI and the Director of Engineering and Operations. All such facilities shall be installed underground unless specific external systems are approved by CNPI and the Director of Engineering and Operations. The cost of providing such facilities shall be borne by the Developer.

- b) The Developer shall arrange with CNPI for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to CNPI upon receipt of a statement of account therefor.
- c) Prior to the Director of Engineering and Operations approving the Certificate of Final Acceptance for Primary Services, the Developer shall deliver to the City satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the City, and upon Council passing the Assumption By-Law for Primary Services the City will assume the street lighting system into the City's street light inventory.
- d) The Developer will supply the City with 3 spare fixtures including but not limited to poles, arms, luminaires and mounting hardware for replacement inventory.

#### **20.5 Utility Services**

- a) All Utility Services required to service the Plan of Subdivision, including, without restricting the generality of the foregoing, hydro service, telephone cables and coaxial cables, shall be installed underground from the source with pad-mounted transformers. All Utility Services shall be installed and constructed prior to the Director of Engineering and Operations approving the Certificate of Completion for Primary Services.

## **20.6 Mail Delivery**

- a) The Owner agrees to install a concrete pad at final approved grade in accordance with the requirements of Canada Post to facilitate the installation of Community Mail Boxes. The location of the concrete pads are subject to approval by Canada Post and the Engineer.
- b) The Owner agrees to identify the concrete pads on the engineering servicing drawings. The pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.
- c) The Owner agrees to determine the location of all centralized mail facilities in cooperation with Canada Post and to post the location of these sites on appropriate maps, information boards and plans.

## **20.7 Tree Plantings**

- a) In order to maintain a high standard of amenity and appearance, the Developer, its heirs, executors, administrators, successors and assigns hereby undertake and agree to retain the maximum number of trees within the lands consistent with good design and conservation practices and to deposit a Letter of Credit with the City, to guarantee the total cost of purchasing, planting and maintaining trees within the Plan in accordance with the following:
  - i) The Owner agrees to plant one tree in the front yard of each lot within the plan, 1.5 metres from the front lot line. The location shall be on private property and not interfere with the alignment of the services to the property.
  - ii) Trees shall be 50mm caliper or more and a height of 1.8 metres or more, balled and bur lapped at planting and be of such varieties as Red Maple, Red Oak, Redmond or Little Leaf Linden, Redspire or Chantecleer Ornamental Pear, Shademaster Honeylocust, London Planetree and Princeton Sentry Ginkgo or such other compatible variety, as approved by the City.
- b) In accordance with Schedule "J" annexed hereto, prior to registration of this Agreement by the City, the



Developer shall provide a security in the form of a Letter of Credit to the City for Tree Planting within the subdivision, to cover the cost of purchasing, planting and maintaining trees within the Plan.

#### **20.8 Driveways**

- a) Each Lot shall be serviced with a driveway approach constructed in accordance with the Plans filed to the complete satisfaction of the Director of Engineering and Operations.
- b) All driveway approaches (aprons) between the curb line and the sidewalk, or in the absence of a sidewalk, between the curb line and the Street Line shall be installed and paved by the Developer in accordance with the approved plans and specifications therefor prior to the Director of Engineering and Operations approving the Completion Certificate for Secondary Services.

#### **20.9 Landscaping**

- a) The Developer shall grade and place a minimum of 100mm of topsoil together with number one nursery sod on all portions of road allowances in the Plan of Subdivision not covered by asphalt or sidewalks and along all sides of the Plan of Subdivision abutting on adjacent existing streets. All sodding as herein described shall be considered as part of the cost of construction of services for the Plan of Subdivision, and shall be completed prior to the Director of Engineering and Operations approving the Completion Certificate for Secondary Services.
- b) All drainage ditches, major overland flow drainage swales and depressions within the Plan of Subdivision shall be sodded with number one nursery sod prior to the City issuing any building permits. The Developer shall maintain all sod until Council passes the Assumption By-Law for Secondary Services.

#### **20.10 Subdivision Grading and Drainage**

- a) Unless otherwise approved or required by the City, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:

- i) the City has agreed in writing to such alteration or removal; and
  - ii) the City has approved the Subdivision Grading Plan pursuant to the terms of this Agreement and the City's Lot Grading and Drainage Policy, By-Law 2464/80/90 and amendments thereto.
- b) Prior to execution of this Agreement by the City or commencing any phase of development, and in accordance with the City's Lot Grading and Drainage Policy, By-Law No. 2464/80/90 and amendments thereto, the Developer shall prepare and provide the City, as part of the engineering drawings, a Subdivision Grading Plan for the purpose of controlling the overall drainage pattern in the Plan of Subdivision. The Subdivision Grading Plan shall be prepared in conformance the City's Lot Grading and Drainage Policy, By-Law 2464/80/90 and amendments thereto.
- c) The following grading works shall be completed prior to the issuance of any Building Permits:
  - i) construction and sodding of all major overland flow drainage swales and other erosion control devices to the satisfaction of the Director of Engineering and Operations for the Plan of Subdivision, subject to weather conditions; and
  - ii) rough grading of all Lots to generally conform to the Subdivision Grading Plan.
- d) If drainage problems arise which are as a result of non-compliance with the requirements of By-Law 2464/80/90 and amendments thereto, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the City may enter upon the Lands to remedy any such problem and may use the Subdivider's Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Subdivider's Grading Deposit shall be the responsibility of the Developer, and if not reimbursed to the City forthwith after being incurred by the City, the City may collect such costs in like manner as municipal taxes as

provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

- e) The Developer shall deposit with the City as security for carrying out the provisions of the Subdivision Grading Plan, in accordance with Schedule "J" annexed hereto, a Subdivider's Grading Deposit as required by By-Law 2464/80/90 and amendments thereto.
- f) Upon completion of the Works and acceptance by the City of a Subdivision Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Subdivider's Grading Deposit, less any cost for remedial work undertaken by the City.

#### **20.11 Lot Grading and Drainage**

- a) Prior to the issuance of a Building Permit for a Lot, the Developer or the Building Permit applicant shall submit to the City three copies of a proposed Lot Grading Plan prepared by a Professional Engineer or an Ontario Land Surveyor and shall conform to the Subdivision Grading Plan.
- b) Prior to issuance of a building permit for a Lot, the Developer or Building Permit applicant shall submit to the City as security for carrying out the provisions of the Lot Grading Plan a Lot Grading Deposit in the amount of \$2,000.00 per Lot.
- c) Upon acceptance of the Grading Conformance Certificate by the City, the Developer may apply in writing for release of the Lot Grading Deposit, less any cost of remedial work performed by the City.
- d) The grading of a Lot shall be considered complete when the building has been erected and such lot has been graded and sodded, and/or seeded. Sodding and/or seeding shall be done within two months after occupancy of the dwelling or by the next June 1st following occupancy should occupancy take place after November 1st.
- e) Upon completion of the grading as noted in Section 10.22 of this Agreement, prior to landscaping or fencing, the Developer shall submit to the City one copy of the Lot Grading Plan which shall indicate the finished

elevation as shown on the proposed Lot Grading Plan. This "as constructed" Lot Grading Plan shall be prepared and certified by a Professional Engineer or Ontario Land Surveyor.

- f) Once the "as constructed" grading of a Lot has been certified and signed by an Ontario Land Surveyor or Professional Engineer to be in conformance with the latest revision of the Subdivision Grading Plan, the Lot Grading Plan if approved by the City, shall be accepted and dated by the City, as the "Grading Conformance Certificate."
- g) The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to maintain the grading and drainage schemes as established and verified by the Grading Conformance Certificate and not to alter or revise the grading or drainage without the express written consent of the Director of Engineering and Operations or the Chief Building Official.

#### **20.12 Foundation Drains**

The Developer agrees that foundation drains shall be pumped by a sump pump in each house to grade.

#### **20.13 Roof Water**

The Developer agrees that roof water drainage from any structure or building shall be directed via downspouts discharging via splash pads (concrete or other suitable material) to grass surfaces. These splash pads shall extend a distance at least 1.2 metres away from the structure and must direct the flow away from the building, not onto walks or driveways and not towards adjacent property.

#### **20.14 Minimum Basement Elevations**

If required, the Developer agrees to submit a plan for approval to the Director of Engineering and Operations, detailing the basement control elevations for individual dwellings or structures within the Plan of Subdivision and to ensure compliance with approved basement control elevations.

- 21. That Clauses 8, 13, 14, 16 & 17 from the Original Subdivision Agreement be deleted and replaced with the following:

**22. BY-LAW(S), DOCUMENTATION AND REGISTRATION**

**22.1** Before this Agreement is executed by the City, the appropriate authorizing By-law must be enacted by the Council of the City.

**22.2** The City may, at the sole expense of the Developer, request the Developer's solicitor to prepare such further and other documentation as may be deemed necessary and/or required by the City for the preparation, registration and implementation of the agreement.

**22.3** If required, the Developer's solicitor, at the sole expense of the Developer, shall:

- a) provide and/or prepare all documentation which the City's Solicitor may require, including all necessary Transfers, Easements and restrictive covenants in registerable form;
- b) certify title to the City in a signed Certificate of Title;
- c) have all documentation signed by the Developer, Charges, and other necessary parties;
- d) sub search title and obtain an Execution Certificate prior to registration and provide copies of same to the City's Solicitor;
- e) deliver all executed documentation to the City; and
- f) attend to registration of all documentation, at the Developer's expense, required by this Agreement.

**22.4** Prior to the City executing this Agreement, the Developer shall provide the City with two (2) copies each of the draft Plan of Subdivision (M-Plan) for the Lands and the draft Reference Plan (R-Plan) providing legal descriptions for Easements within or outside the Lands.

**22.5** The Developer covenants and agrees to register an application, signed by the City, for an order inhibiting any dealings with the Lands to the applicable Land Registrar immediately following the registration of the Agreement. The Developer acknowledges that the City shall not

be obligated to register any documents in compliance with the Inhibiting Order or to apply to have the Inhibiting Order removed from title until the Developer has supplied all documents in compliance with this Agreement in a form satisfactory to the City for registration and all other documents required to provide discharges, releases and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands have been registered against title to the lands.

**22.6** Upon the City being satisfied that all conditions of Draft Plan approval for the Plan of Subdivision have been satisfied by the Developer within the required time, the City shall register the following documentations at the sole expense of the Developer as soon as practicable:

- a) the approved Plan of Subdivision; and
- b) all other documentation related thereto, including without limitation, Cessations of Charge.

**22.7** In the event the Plan of Subdivision is not registered within one (1) year from the date of registration on title of this Agreement, the City may declare the Developer in Final Default.

**22.8** The Developer shall not deal in any manner whatsoever with any Lot or Block shown on the Plan of Subdivision until this Agreement, the Plan of Subdivision and all other documentation (including Transfers, Easements, Cessation of Charge, Inhibiting Orders, Reference Plans, and Postponements of Charges) required by this Agreement and by the City's solicitor have been delivered, approved and registered on title to the complete satisfaction of the City's solicitor.

## **22.9 Permits, Fees, Deposits and Occupancy**

### **Building Permits – Issuance**

The Developer covenants and agrees not to apply for building permits until:

- a) all Primary Services have been completed and a Certificate of Completion for Primary Services has been approved to the satisfaction of the Director of Engineering and Operations;
- b) the City has on file an approved Subdivision Grading Plan;
- c) the Developer has completed the following grading works:
  - i) rough grading of all Lots to generally conform to the Subdivision Grading Plan;
  - ii) construction and sodding of all major overland flow drainage swales and other erosion control devices deemed necessary by the City for the Lands;
- d) the City has on file an approved Proposed Lot Grading Plan;
- e) the City is in receipt of all applicable fees and deposits including, without limiting the generality of the foregoing:
  - i) Development fees at the prevailing rate as prescribed by The Development Charges By-Law 5354/108/09 and amendments thereto;
  - ii) the Lot Grading Deposit;
  - iii) Building Permit application fee;
  - iv) Plumbing Permit application fee;
  - v) Water meter fee;
  - vi) Service Main connection application and fee, if applicable;
  - vii) Land for park dedication fee; and
  - viii) Any other fees, deposits or payments required under this Agreement;
- f) the City's Fire Department has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;

- g) the City is satisfied all terms and conditions of this Agreement have been complied with insofar as they apply at that point in time;
- h) the Developer has paid all development charges required by the Development Charges By-Law of the Regional Municipality of Niagara; and
- i) the Developer has otherwise complied with all applicable law.

**23. Water Saving Devices**

The Developer agrees that all new homes being constructed will utilize water saving devices such as low flow toilets and low flow shower heads, of a standard acceptable to the Director of Engineering and Operations and the Chief Building Official.

**23.1 No Building Permit While In Default**

Notwithstanding anything herein contained, the City may refuse to issue building permits if there is an existing default in any of the provisions of this Agreement.

**23.2 Service Main Connections**

Prior to making any connections, if required, to existing municipal services the Developer shall submit to the City, completed Connection Permit applications and applicable fees for connection to existing sewer or water mains. No connection shall be made until the Connection Permits are approved by the City's Engineering and Operations Department.

**23.3 Occupancy**

Unless otherwise determined by the Chief Building Official, no dwelling, including model units, shall be occupied:

- a) until the Director of Engineering and Operations has approved the Certificate of Completion for Primary Services;
- b) until the City has on file a Grading Conformance Certificate for the Lot; and;



- c) until a final inspection has been completed and a Letter of Occupancy is issued by the Chief Building Official.

#### **23.4 Model Units**

The Developer agrees to pay all applicable permit fees and development charges for the buildings or structures constructed as model units, and shall otherwise comply with Section 11 herein, prior to a Letter of Occupancy being issued for said units.

#### **23.5 Water Meters**

All new homes constructed shall be equipped with water meters at the sole expense of the Developer.

### **SECURITY DEPOSITS AND CASH PAYMENTS**

#### **24. General**

- a) The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works for the Plan of Subdivision together with all City inspection charges, engineering, administrative and consulting fees and in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security and cash payments on account of aforesaid costs, charges and fees in accordance with Schedule "J" annexed hereto prior to execution of this Agreement by the City. The security should be in the form of a standby Letter or Letters of Credit with **automatic renewal provision**, in a form approved by the City. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the City returns the Letter of Credit in accordance with the provisions of this agreement.
- b) The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or

matter, the City may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.

- c) The Developer acknowledges and agrees that the City reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the City determines that any reduction in the Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the City will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the City has sufficient security to ensure that such work will be completed.
- d) Whenever in this Agreement a Letter of Credit is required to be filed with the City, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the City as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- e) The Developer acknowledges that upon the transfer of any ownership of the Lands, the City will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the City.
- f) The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to execution, the Developer's Consulting Engineer shall provide the City with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Primary Services and Secondary Services and City inspection charges, engineering, administrative and consulting fees shall be calculated, in a manner satisfactory to the Director of Engineering and Operations, on the basis of the Developer's Engineer's estimated cost of design,

construction, supervision, inspection and maintenance of all Works as set out in Schedule "J" annexed hereto.

- g) From time to time, upon written request, the Developer's Consulting Engineer shall be required to certify in writing the actual cost of design, construction and maintenance of all Works installed and constructed to date, and the estimated cost of all outstanding Works, and the Director of Engineering and Operations may adjust the amount of security required if the actual cost of construction of all Works, installed and constructed to date or the estimated cost of all outstanding Works exceeds the original estimated costs as set out in Schedule "J" annexed hereto and the Developer shall be required to obtain, and the Developer hereby covenants to obtain, an amendment to the security to give effect thereto. In the event the Developer fails to increase the amount of security within seven (7) days of receipt of aforesaid written notice, then the Developer shall be deemed to be in Final Default of the terms and conditions of this Agreement.
- h) Security deposits shown as Schedule P only apply to Stage 1 of Phase 2. Prior to development proceeding of Stage 2 of Phase 2, the submission of cost estimates is to be reviewed and approved by the Director of Engineering and Operations and thereafter payments must be received. This will not require an amendment to this agreement however City Council shall be notified.

#### **24.2 Cash Payments**

- a) Prior to the execution of this Agreement by the City, as security for payment of services to be rendered by the City and its agents as required by this Agreement, and for presently outstanding payments owing to the City, the Developer shall, in accordance with Schedule "J" annexed hereto, deposit with the City cash payment and cash security as set out in Schedule "J", which security shall include, but not be limited to the following:
  - 1. all arrears of taxes and all current taxes and local improvement charges assessed against the lands described in Schedule "A" annexed hereto; and
  - 2. the City's engineering, administrative, consulting, and inspection costs for this

Agreement, approval of the Plans, and enactment of By-laws, shall be payable in cash to the City at the time of signing of this Agreement calculated on the following basis:

- i. 2% of cost of Works
  - ii. Further, the Developer's Consulting Engineer shall be required to certify the actual cost of all construction in writing to the Director of Engineering and Operations, who may adjust the amount of inspection fee following construction if the actual construction costs vary from the original estimated costs by an amount greater than ten percent (10%).
- b) The Developer shall reimburse the City, all legal costs incurred by the City associated with the preparation, administration and registration of this Agreement.

#### **24.3 Letter of Credit for On-Site Primary Services**

- a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit in the amount of ten percent (10%) of the estimated cost of the design and construction of all Primary services to be constructed within the boundaries of the Plan of Subdivision (herein referred to as "On-Site Primary Services"). On default by the Developer in providing the On-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit to pay for the completion of such On-Site Primary Services. Upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act* with respect to the construction of On-Site Primary Services, the City shall also be entitled to call upon the said Letter of Credit.
- b) Prior to execution of this Agreement by the City, the Developer shall deposit a Letter of Credit to secure the Subdivider's Grading Deposit as required by By-Law 2464/80/90 and amendments thereto.
- c) For On-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may

reduce or release security deposits, provided that at no time shall the amount retained be less than ten percent (10%) of the estimated cost of uncompleted On-Site Primary Services plus five percent(5%) of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of On-Site Primary Services secured under Subsection 13.3a) of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

- d) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of On-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the On-Site Primary Services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty hereinbefore referred to may be released by the Treasurer to the Developer.

#### **24.4 Letter of Credit for Off-Site Primary Services**

- a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit for one hundred percent (100%) of the costs of design and construction of all Primary Services outside the boundaries of the Plan of Subdivision (herein referred to as "Off-Site Primary Services"). On default of the Developer in providing the Off-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit to pay for the completion of such Off-Site Primary Services. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act* with respect to Off-Site Primary Services.

- b) For Off-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release security deposits, provided that at no time shall the amount retained be less than one hundred percent (100%) of the estimated cost of uncompleted Off-Site Primary Services plus ten percent (10%) of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Off-Site Primary Services secured under Subsection 13.4a) of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.
- c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Off-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the Off-Site Primary Services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty hereinbefore referred to may be released by the Treasurer to the Developer.

#### **24.5 Letter of Credit for Off-Site and On-Site Secondary Services**

- a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit in the amount of one hundred and twenty percent (120%) of the costs of design and construction of all Off-Site and On-Site Secondary Services. On default of the Developer in providing the Secondary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit in order to pay for the completion of such Secondary Services. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Lien filed pursuant to the provisions of the *Construction Lien Act* with respect to Secondary Services.

- b) For all Secondary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release such security deposits, provided that at no time shall the amount retained be less than one hundred and twenty percent (120%) of the estimated cost of uncompleted Secondary Services. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Secondary Services secured under Subsection 13.5a) of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.
- c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Secondary Services completed to guarantee the workmanship and materials of the Works until assumption of Secondary services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty herein before referred to may be released by the Treasurer to the Developer.

**24.6** Upon written demand by the Director of Engineering and Operations and upon the Developer making application for release of security, the Developer shall deliver to the City, a statutory declaration by or on behalf of the Developer stating:

- a) the date of completion of the subject services;
- b) Works completed to date;
- c) all accounts that have become due and payable in connection with the construction, installation, inspection, repair and maintenance of the subject services have been paid; and
- d) all requirements of the *Construction Lien Act* have been complied with to date and proof of expiration of liens under the *Construction Lien Act*.

25. That Clause 18 of the Original Subdivision Agreement titled Default be deleted and replaced with the following:

26. **DEFAULT**

26.1 Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, any contract awarded for the Works or the approved Plans, or upon the Developer becoming insolvent or making any assignment for the benefit of creditors, the City, at its option, may declare the Developer to be in default. Notice of such default shall be given by the City, and if the Developer shall not remedy such default within such time as provided in the notice, the City may declare the Developer to be in Final Default under this Agreement and shall then forthwith give notice thereof to the Developer. Upon notice of default having been given, the City may require all work by the Developer, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid to cease. Upon Final Default of the Developer, the City may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- a) enter upon the land shown on the said Plan of Subdivision, by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Developer, and collect the cost thereof from the Developer and/or enforce any security available to it;
- b) make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
- c) retain any sum of money heretofore paid by the Developer to the City, for any purpose, and apply the same in payment or part payment for any work which the City may undertake;



- d) assume any work or services whether the same have been completed or not, and thereafter the Developer shall have no claim or title thereto or remuneration therefor;
- e) bring action to compel specific performance of all or any part of this Agreement, or for damages or other relief or remedy; or
- f) exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law or in equity.

**26.2** Developer shall be deemed to be in Final Default if:

- a) the City receives written notice from the Bank of its intention to not renew the Letter of Credit;
- b) the Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;
- c) the City receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the City is being altered, cancelled or allowed to lapse;
- d) the Developer has not made provision for renewal at least thirty (30) days prior to the date of expiry of any insurance policy, Performance and Maintenance Bond or Labour and Material Payment Bond;
- e) upon sale of the Lands the new Developer has not delivered to the City, replacement security deposits; or
- f) the Developer fails to increase security as required by the provisions of this Agreement.

27. **That Clause 18 of the Original Subdivision Agreement titled Completion be deleted and replaced with the following:**

28. **COMPLETION, MAINTENANCE, ACCEPTANCE AND ASSUMPTION OF WORKS**

**28.1 Condition Precedent**

The performance by the Developer of its obligations in this Agreement to the satisfaction of the Director of Engineering and Operations shall be a condition precedent to the approval, maintenance, acceptance and assumption of the Works or any of them by the City.

### **28.2 Time to Complete Servicing**

The Developer shall proceed with the installation or construction of the Works required by this Agreement and the approved Plans with all reasonable dispatch and shall complete:

- a) all required Primary Services within one year after the date of registration of the Plan of Subdivision; and
- b) all required Secondary Services not later than three (3) years after completion of the Primary Services or forthwith after 80% of the building construction has been completed whichever occurs earlier unless otherwise approved by the Director of Engineering and Operations.

The Director of Engineering and Operations may extend the time for completion of Primary and Secondary Services or any of them for such length of time as he or she may deem expedient upon written application of the Developer with reasons why the extension is required.

### **28.3 Roads**

- a) Until Council passes an Assumption By-Law for Secondary Services assuming all the roads constructed, the Developer, on behalf of itself, its successors and assigns, including its successors in title to the Lands in the Plan of Subdivision, hereby releases, discharges and agrees to indemnify and save harmless the City from and against all actions, causes of action, suits, claims and demands whatsoever and howsoever arising, and without limiting the generality of the foregoing, which may arise by reason of:
  - i) any alteration of the existing grade or level of any road or roads on the said Plan to bring the grade or level in accordance with the plans approved by the Director of Engineering and Operations;

- ii) any damage to the lands abutting on any road or roads shown on the Plan of Subdivision or to any building erected thereon arising from or in consequence of any such alteration of grade or level; and
  - iii) any damages or injuries (including death) to persons or damage to property occurring or arising on any road or roads on the said Plan of Subdivision, however caused.
- b) All road allowances shown on the Plan of Subdivision shall be named to the satisfaction of the Director of Engineering and Operations.

#### **28.4 Completion Certificate for Primary Services**

- a) Primary Services installation will not be considered complete by the City until an inspection has been made by the Director of Engineering and Operations or his designate and the Completion Certificate for Primary Services has been issued by the Director of Engineering and Operations. The Director of Engineering and Operations shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Director of Engineering and Operations, prior to the approval of the Completion Certificate for Primary Services.
- b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Engineering and Operations, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- c) Prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, the documentation listed in Subsections 11.4(d) and 11.4(e) must be provided to the Director of Engineering and Operations in a single submission package.
- d) The Developer's Consulting Engineer shall provide to the Director of Engineering and Operations:

- i) Certificate(s) verifying that all primary services were installed and constructed in accordance with approved plans and specifications;
- ii) Certificate(s) stating that all watermains have been flushed, chlorinated and pressure tested in accordance with City standards;
- iii) Certificate(s) stating that all watermain tracer wires have been tested and the new water distribution system can be traced;
- iv) Certificate(s) stating that all fire hydrants servicing the development have been tested by a qualified hydrant testing agent;
- v) Copies of the hydrant test reports and fire flow test reports;
- vi) Certificate(s) stating that all storm and sanitary sewers have been flushed after placement of base course asphalt, air pressure tested, and inspected and videoed via close circuit television;
- vii) Copies of the storm and sanitary sewer inspection reports and supporting data and documentation;
- viii) Certificate stating that the approved Tree Preservation Plan has been complied with including a Clearance Letter from the Region;
- ix) Certificate(s) stating that all utility services required to service the Plan of Subdivision are installed & constructed or a letter of commitment to complete the utility services from utility companies;
- x) Certificate (Overall Grading Certificate) stating that rough grading and major drainage works or swales have been completed in accordance with the Subdivision Grade Control Plan;
- xi) The original Drawings showing each of the said works "As Constructed" together with electronic drawing files in AutoCAD 2012 format using City of Port Colborne Drafting Standards; and
- xii) Plans (cards) showing the location and depth of each sanitary sewer lateral, storm sewer lateral and water service lateral constructed to service each of the lots.

- e) The Developer shall provide the Director of Engineering and Operations with:
  - i) a Statutory Declaration from the Developer in a form satisfactory to the Director of Engineering and Operations setting out the Works completed and verifying:
    1. All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
    2. All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
    3. That there are no outstanding debts, claims or liens in respect of such works.
- f) Subject to Subsections 11.4(d) and 11.4(e) hereof, upon receipt of the required documentation and the Director of Engineering and Operations' satisfaction that the installation and construction of all Primary Services has been completed in accordance with this Agreement and approved Plans, the Director of Engineering and Operations, shall date and approve the Completion Certificate of Primary Services.

**28.5 Completion Certificate for Secondary Services**

- a) Secondary Services installation will not be considered complete by the City until an inspection has been made by the Director of Engineering and Operations or his designate and the Completion Certificate for Secondary Services has been issued by the Director of Engineering and Operations. The Director of Engineering and Operations shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Director of Engineering and Operations, prior to the approval of the Completion Certificate for Secondary Services.
- b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of

Engineering and Operations, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.

- c) Prior to the Director of Engineering and Operations approving the Completion Certificate for Secondary Services, the documentation listed in Subsections 11.5(d) and 11.5(e) must be provided to the Director of Engineering and Operations in a single submission package.
- d) The Developer's Consulting Engineer shall provide to the Director of Engineering and Operations:
  - i) Certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications; and
  - ii) If required, the original Drawings showing each of the said works as constructed together with electronic drawing files in AutoCAD 2012 format using City of Port Colborne Drafting Standards.
  - e) The Developer shall provide the Director of Engineering and Operations with a Statutory Declaration from the Developer in a form satisfactory to the Director of Engineering and Operations setting out the Works completed and verifying:
    - i) All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
    - ii) All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
    - iii) that there are no outstanding debts, claims or liens in respect of such works.
- f) Subject to Subsections 11.5(d) and 11.5(e) hereof, upon receipt of the required documentation and the Director of Engineering and Operations' satisfaction that the installation and construction of all Secondary Services has been completed in accordance with this Agreement and approved Plans, the Director of Engineering and

Operations shall date and approve the Completion Certificate for Secondary Services.

#### **28.6 Maintenance of the Subdivision**

- a) The Developer shall be responsible for the general tidy appearance of the entire Lands until completion of all building, and carry out all weed cutting and maintenance on all unsold lands and all un-assumed roads to the satisfaction of the Director of Engineering and Operations.
- b) The Developer shall adequately maintain all roads, sidewalks and pedestrian walkways within the Plan of Subdivision free from mud, debris, building materials, and other obstructions, to the satisfaction of the Director of Engineering and Operations until Council passes an Assumption By-Law for Secondary Services.
- c) The Developer shall be responsible to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the City for municipal purposes.
- d) The Developer shall maintain the Works, and every part thereof, in perfect order and in complete repair for the duration of the Maintenance Warranty Period and shall repair in a permanent manner satisfactory to the Director of Engineering and Operations any and all damage or injury to the Works, both during construction and during the period of maintenance as aforesaid.
- e) Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the City, the Director of Engineering and Operations, at his sole option, after giving the Developer twelve (12) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Director of Engineering and Operations shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the City not reimbursed by the Developer forthwith may be collected by the City in like manner as municipal taxes as provided in *The Municipal Act* and

with the same priorities as taxes that are overdue and payable.

- f) The Developer's obligation to maintain the Works as aforesaid shall commence on the approval date of the Completion Certificate for the Works and extend for a minimum of two (2) years or until the Director of Engineering and Operations approves the Certificate of Final Acceptance for such Works whichever occurs last (this period is herein referred to as the "Maintenance Warranty Period").
- g) The Maintenance Warranty Period for Primary Services shall commence on the date the Director of Engineering and Operations approves the Completion Certificate for Primary Services.
- h) The Maintenance Warranty Period for Secondary Services shall commence on the date the Director of Engineering and Operations approves the Completion Certificate for Secondary Services.

#### **28.7 Certificate of Final Acceptance**

- a) Upon expiration of the two (2) year Maintenance Warranty Period for Primary Services or Secondary Services as the case may be, and upon receipt of written application by the Developer, the applicable Works will be inspected by the Director of Engineering and Operations, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the City and the Director of Engineering and Operations shall approve the Certificate of Final Acceptance prepared by the Developer's Consulting Engineer provided the requirements identified in Schedule "C" of the Certificate of Final Acceptance have been met.
- b) The Developer is required to submit a certificate from a registered Ontario Land Surveyor certifying he has found and/or replaced all standard iron bars (SIB's) shown on the registered Plan of Subdivision as of a date not earlier than seven days prior to the Director of Engineering and Operations approving the Certificate of Final Acceptance for Secondary Services.



- c) If upon inspection of the applicable Works all deficiencies have not been rectified to the complete satisfaction of the Director of Engineering and Operations the Maintenance Warranty Period shall be extended until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been approved by the Director of Engineering and Operations.
- d) The Director of Engineering and Operations may withhold approval of a Certificate of Final Acceptance for Primary or Secondary Services, if, in the sole opinion of the Director of Engineering and Operations, the Developer is in default of its obligations to inspect, repair, construct or maintain any of the Works pursuant to this Agreement and the approved Plans.

### **28.8 Assumption of Municipal Services**

- a) The Developer hereby acknowledges that upon assumption by the City of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the City without payment therefor, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the City by Council passing:
  - i) an Assumption By-Law for Primary Services after the Director of Engineering and Operations approves the Certificate of Final Acceptance for Primary Services; and
  - ii) an Assumption By-Law for Secondary Services after the Director of Engineering and Operations approves the Certificate of Final Acceptance for Secondary Services.
- b) The Assumption By-Law for Primary Services shall not include the following Primary Services:
  - i) the streets and roadways constructed by the Developer within the Plan of Subdivision; and
  - ii) the Utility Services other than the streetlights.

29. **INTERPRETATION**

It is hereby agreed that in construing this Agreement the words "Developer" and the personal pronoun "he", "it", "his" or "him" relating thereto and used therewith, shall be read and construed as "Developer or Developers", and "he", "she", "it" or "they", "his", "hers", "its" or "their", and "him", "her", "it" or "them" respectively, as the number and gender of the Party or Parties referred to in each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

**IN WITNESS WHEREOF** the Parties have hereunto caused their seals to be affixed and attested by their proper signing officers and the individual Parties have hereunto set their hands and seals, as of the date hereof.

**SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:**

**1399908 ONTARIO LTD.**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
RAY KHANNA  
I HAVE THE AUTHORITY TO  
BIND THE CORPORATION

**1379296 ONTARIO INC.**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ELAINE HRISTOVSKI  
I HAVE THE AUTHORITY TO  
BIND THE CORPORATION

THE CORPORATION OF THE  
CITY OF PORT COLBORNE,  
Per:

\_\_\_\_\_  
WILLIAM C. STEELE, MAYOR

\_\_\_\_\_  
AMBER LAPOINTE, CLERK

WE HAVE THE AUTHORITY  
TO BIND THE CORPORATION

The Corporation of the City of Port Colborne

By-law No. 6823/73/20

Being a By-law to Establish a Joint Agency Review Team  
Public Liaison Committee

Whereas at its meeting of July 27, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved Planning and Development Report 2020-93, Joint Agency Review Team – Memorandum of Understanding – Port Colborne Quarries Proposed Quarry Application; and

Whereas at its meeting of September 28, 2020 Council considered Planning and Development Department, Planning Division Report No. 2020-118, Subject: Joint Agency Review Team Public Liaison Committee (JARTPLC), and resolved to establish the Joint Agency Review Team Public Liaison Committee and adopt a Terms of Reference; and

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That there is hereby established a committee to be known as the “Joint Agency Review Team Public Liaison Committee”.
2. That the Terms of Reference for the Joint Agency Review Team Public Liaison Committee, attached hereto as Schedule “A”, are hereby adopted.
3. That the Joint Agency Review Team Public Liaison Committee shall operate in accordance with the policies of The Corporation of the City of Port Colborne.
4. That this by-law shall come into force and take effect on the day of final passing.

Enacted and passed this 28th day of September, 2020.

\_\_\_\_\_  
William C. Steele  
Mayor

\_\_\_\_\_  
Amber LaPointe  
City Clerk

**Schedule "A" to By-law 6823/73/20**  
**Joint Agency Review Team Public Liaison Committee**  
**Terms of Reference**  
**City of Port Colborne**

**Name**

The committee will be known as the Joint Agency Review Team Public Liaison Committee (the "JARTPLC").

**Purpose**

The purpose of the JARTPLC is to provide public overview with respect to the Joint Agency Review Team ("JART") process for applications to be submitted by Port Colborne Quarries (PCQ) to amend the Official Plan and Zoning By-law. 6575/30/18.

Staff from the Planning and Development Department will provide updates on the JART to the JARTPLC.

**Composition**

Up to five (5) members of the public will be members of the JARTPLC.

**Budget**

All members of the JARTPLC shall serve without remuneration.

**Meetings**

- All meetings of the JARTPLC shall be open to the public and no person shall be excluded there from except for improper conduct or except matters identified in Section 239(2) of the Municipal Act, 2001, S.O. 2001, c. 25.
- That the JARTPLC shall elect a Chair, or in his/her absence the Vice-Chair.
- Meetings will be scheduled within 3 weeks subsequent to a JART meeting.
- The JARTPLC will provide Council with their comments on applications for amendments to the Official Plan and Zoning By-law 6575/30/18 once processed.
- City staff will provide administrative functions (e.g. minute taking) and scheduling meetings in City Hall.

**Quorum**

A quorum of the JARTPLC shall consist of a majority of sitting members.

**Term of Office**

The JARTPLC will terminate at the conclusion of the JART and Council's future consideration of Official Plan and Zoning By-law 6575/30/18 amendment applications.

The Corporation of the City of Port Colborne

By-Law No. 6824/74/20

Being a by-law to adopt, ratify and confirm  
the proceedings of the Council of The  
Corporation of the City of Port Colborne at  
its Special and Regular Meetings of September 28, 2020

Whereas Section 5(1) of the *Municipal Act, 2001*, provides that the powers of a municipality shall be exercised by its council; and

Whereas Section 5(3) of the *Municipal Act, 2001*, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas it is deemed expedient that the proceedings of the Council of The Corporation of the City of Port Colborne be confirmed and adopted by by-law;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. Every action of the Council of The Corporation of the City of Port Colborne taken at its Special and Regular Meetings of September 28, 2020 upon which a vote was taken and passed whether a resolution, recommendations, adoption by reference, or other means, is hereby enacted as a by-law of the City to take effect upon the passing hereof; and further
2. That the Mayor and Clerk are authorized to execute any documents required on behalf of the City and affix the corporate seal of the City and the Mayor and Clerk, and such other persons as the action directs, are authorized and directed to take the necessary steps to implement the action.

Enacted and passed this 28<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
William C. Steele  
Mayor

\_\_\_\_\_  
Amber LaPointe  
City Clerk

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**City of Port Colborne  
Regular Council Meeting 23-20  
Minutes**

- Date:** September 14, 2020
- Time:** 6:30 p.m.
- Place:** Council Chambers, Municipal Offices, 66 Charlotte Street, Port Colborne
- Members Present:** M. Bagu, Councillor  
E. Beauregard, Councillor (via Zoom)  
R. Bodner, Councillor  
G. Bruno, Councillor  
F. Danch, Councillor (via Zoom)  
A. Desmarais, Councillor  
D. Kalailieff, Councillor (via Zoom)  
W. Steele, Mayor (presiding officer)  
H. Wells, Councillor (via Zoom)
- Staff Present:** D. Aquilina, Director of Planning and Development Department (via Zoom)  
B. Boles, Director of Corporate Services/Treasurer (via Zoom)  
T. Cartwright, Fire Chief (via Zoom)  
A. Grigg, Director of Community and Economic Development (via Zoom)  
S. Hanson, Manager of By-law Services (via Zoom)  
A. LaPointe, Manager of Legislative Services/City Clerk  
S. Lawson, Deputy Chief  
S. Luey, Chief Administrative Officer  
C. Madden, Deputy Clerk (minutes)  
S. Shypowskyj, Acting Director of Engineering and Operations (via Zoom)

Also in attendance was one member of WeeStream.

**1. Call to Order:**

Mayor Steele called the meeting to order.

Mayor Steele delivered his Mayor's Report, a copy of which is attached.

Regional Councillor Butters reported to Council on items brought forth at recent standing committee meetings, including a request to support the funding of developing an emergency crisis house for women and gender non-conforming youth, especially for victims of human trafficking, a presentation with a request to

fund the West Lincoln Memorial Hospital, and a request for an endorsement to have the Niagara River acknowledged as a globally significant place. The Councillor then reported on the Niagara Region's COVID-19 financial impact, detailing that there has been approximately a \$7.6 million deficit after mitigation and that phase two funding will be required. Councillor Butters concluded her report by indicating that at the upcoming Regional Council meeting there is a proposal to extend the existing Mask/Face Coverings By-law.

**2. Introduction of Addendum Items:**

None.

**3. Confirmation of Agenda:**

**No. 175** Moved by Councillor H. Wells  
Seconded by Councillor R. Bodner

That the agenda dated September 14, 2020 be confirmed, as circulated.

CARRIED

**4. Disclosures of Interest:**

Councillor Beauregard declared a pecuniary interest regarding item 5 (Public Comments Regarding Closure of Nickel Beach), as he is employed by Sullivan Mahoney and the firm has provided legal advice with respect to this item. Councillor Beauregard refrained from discussing and voting on item 5.

Councillor Bagu declared a pecuniary interest regarding item 1 (Planning and Development Department, By-law Enforcement Division, Report 2020-106, Subject: Fence Variance – 128 McCain Street) as the property owners immediately south of 128 McCain Street share the same granddaughter as the Councillor. Councillor Bagu refrained from discussing and voting on item 1.

**5. Adoption of Minutes:**

**No. 176** Moved by Councillor M. Bagu  
Seconded by Councillor D. Kalailieff

(a) That the minutes of the regular meeting of Council 21-20, held on August 24, 2020, be approved as presented.

(b) That the minutes of the special meeting of Council 22-20, held on September 2, 2020, be approved as presented.

CARRIED



**6. Determination of Items Requiring Separate Discussion:**

The following items were identified for separate discussion:

Items 1, 2, 3, 4, 5, 6, 9, and 10.

**7. Approval of Items Not Requiring Separate Discussion:**

**No. 177** Moved by Councillor E. Beauregard  
Seconded by Councillor A. Desmarais

That Items 1 to 11 on the agenda be approved, with the exception of items that have been deferred, deleted or listed for separate discussion, and the recommendation contained therein adopted.

**Items:**

**7. Hydro One Networks Inc. Re: On-Going Hydro works for Port Colborne Transmission Station**

Council Resolved:

That the correspondence received from Jason Fitzsimmons, Chief Corporate Affairs and Customer Care Officer, Re: On-Going Hydro works for Port Colborne Transmission Station, be received for information.

**8. Niagara Regional Housing Re: Niagara Regional Housing Q2 Report (April 1 to June 30, 2020)**

Council Resolved:

That the correspondence receive from Niagara Regional Housing Re: Niagara Regional Housing Q2 Report (April 1 – June 30, 2020), be received for information.

**11. City of St. Catharines Re: Motion regarding Body Cameras for Police Officers – Comments from City of St. Catharines Anti-Racism Advisory Committee**

Council Resolved:

That the resolution received from the City of St. Catharines Re: Motion regarding Body Cameras for Police Officers – Comments from City of St. Catharines Anti-Racism Advisory Committee, be received for information.

CARRIED

**8. Delegations/Presentations**

- (a) **Presentation:** Kim Rossi, Director of Philanthropy & PR, Pathstone Foundation  
Re: Funding Request to support Year 2 of the Port Colborne walk-in clinic

Kim Rossi, Director of Philanthropy & PR, Pathstone Foundation, provided a presentation with respect to the Funding Request to support Year 2 of the Port Colborne walk-in clinic and responded to questions received from Council. A copy of her presentation is attached.

**No. 178** Moved by Councillor A. Desmarais  
Seconded by Councillor G. Bruno

That Council approve \$20,000 to support Year 2 of the Pathstone Foundation Port Colborne walk-in clinic located at the Bridges Community Centre on Elm Street including the video counselling compliment.

CARRIED

**9. Consideration of Items Requiring Separate Discussion:**

- 1. Planning and Development Department, By-law Enforcement Division, Report 2020-106, Subject: Fence Variance – 128 McCain Street**

Rachel MacPherson, owner of 128 McCain Street, spoke to Council on this matter.

**No. 179** Moved by Councillor G. Bruno  
Seconded by Councillor E. Beauregard

That Planning and Development Department, By-law Enforcement Division, Report 2020-106, Subject: Fence Variance – 128 McCain Street, be received for information; and

That the fence variance request for 128 McCain Street not be approved, and that the property be brought into compliance with the Fence By-law.

Moved in deferral by Councillor G. Bruno  
Seconded by Councillor A. Desmarais

That consideration of Planning and Development Department, By-law Enforcement Division, Report 2020-

106, Subject: Fence Variance – 128 McCain Street, be deferred to the October 13, 2020 regular Council meeting.

CARRIED

**2. Fire and Emergency Services Department, Report 2020-115, Subject: Year End**

Scott Lawson, Deputy Chief, provided a presentation and responded to questions received from Council. A copy of his presentation is attached.

**No. 180** Moved by Councillor G. Bruno  
Seconded by Councillor A. Desmarais

That Fire and Emergency Services Report No. 2020-115, Subject: Year End Review, be received for information.

CARRIED

**3. Engineering and Operations Department, Engineering Division, Report 2020-119, Subject: Project 2020-113, Asphalt Patch Repair – City Wide, and subsequent negotiation with the bidder**

**No. 181** Moved by Councillor H. Wells  
Seconded by Councillor R. Bodner

That Engineering and Operations Department Report No. 2020-199, Asphalt Patch Repair be received; and

That Council award the 2021 Asphalt Patch Repair Program to Circle P Paving at the unit rates tendered in 2020 plus the added consumer price index to a maximum budget of \$150,000; and

That Council approve the required 2020 asphalt patching works as outlined in Appendix 'A' to be completed by Circle P Paving at the 2020 unit rates, at a cost of \$30,000; and

That staff be directed to reserve \$150,000 for the Asphalt Patch Repair Program from the 2021 annual resurfacing allocation; and

That staff be directed to prepare the by-law and the City Clerk and Mayor be authorized to execute the Contract Agreement.

CARRIED

**4. ADR Chambers Integrity Commissioner Office for the City of Port Colborne Re: Complaint Reference Number IC-202-0420 Shawn Tylee and Councillor Harry Wells**

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**No. 182** Moved by Councillor H. Wells  
Seconded by Councillor A. Desmarais

That Integrity Commission Report IC-202-0420, be received for information.

CARRIED

**5. Public Comments Regarding Closure of Nickel Beach**

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**No. 183** Moved by Councillor A. Desmarais  
Seconded by Councillor H. Wells

That the public comments regarding the Closure of Nickel Beach, be received for information.

CARRIED

**6. Memorandum from Nancy Giles, EA to CAO and Mayor and Staff Liaison to the Grant Policy Committee Re: Recommendations of Grant Policy Committee**

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**No. 184** Moved by Councillor A. Desmarais  
Seconded by Councillor H. Wells

That the memorandum from Nancy Giles, EA to CAO and Mayor and Staff Liaison to the Grant Policy Committee Re: Recommendations of Grant Policy Committee, be received;

That the following donation/sponsorship requests be approved for a total of \$6,750:

Port Colborne Lions Club - \$2,750  
Port Cares Reach Out Centre - \$4,000;

That unspent grant funds be moved to a reserve fund for future use annually beginning in 2020.

Moved in deferral by Councillor A. Desmarais  
Seconded by Councillor R. Bodner

That consideration of the Port Cares donation/sponsorship request for \$4,000 be deferred to a

future meeting when a Port Cares representative can speak to Council as a Delegation.

CARRIED

Moved in amendment by Councillor A. Desmarais  
Seconded by Councillor R. Bodner

That the main motion be amended by striking out paragraphs two, three and four and adding the following thereto:

“That the following donation/sponsorship request be approved for a total of \$2,750:

Port Colborne Lions Club - \$2,750;

That the 2020 unspent grant funds be moved to a reserve fund for future use.”

CARRIED

The vote was then called on the main motion, as amended, as follows:

That the memorandum from Nancy Giles, EA to CAO and Mayor and Staff Liaison to the Grant Policy Committee Re: Recommendations of Grant Policy Committee, be received;

That the following donation/sponsorship request be approved for a total of \$2,750:

Port Colborne Lions Club - \$2,750;

That the 2020 unspent grant funds be moved to a reserve fund for future use.

CARRIED

9. **Niagara Region Re: Affordable Housing Strategy Update**

**No. 185**

Moved by Councillor A. Desmarais  
Seconded by Councillor E. Beauregard

That the correspondence received from the Niagara Region Re: Affordable Housing Strategy Update, be received for information.

CARRIED

**10. Niagara Region Re: Natural Environment Work Program – Phase 4: Identification and Evaluation of Options (PDS 26-2020)**

**No. 186** Moved by Councillor H. Wells  
Seconded by Councillor R. Bodner

That the correspondence received from the Niagara Region Re: Natural Environment Work Program – Phase 4: Identification and Evaluation of Options (PDS 26-2020), be received for information.

CARRIED

**10. Proclamations:**

None.

**11. Minutes of Boards, Commissions & Committees:**

**No. 187** Moved by Councillor G. Bruno  
Seconded by Councillor F. Danch

(a) Minutes of the Port Colborne Public Library Board Meeting of June 23, 2020 and August 18, 2020

CARRIED

**12. Councillors' Items:**

**Staff Responses to Previous Councillors' Enquiries**

**(a) Eagle Marsh Drain Update (Shypowskyj)**

The Acting Director of Engineering and Operations provided an update with respect to the repairs underway at the Eagle Marsh Drain, specifically the screws that lift the gate. He reported to Council that these screws have been custom made and that they are scheduled to be installed next week.

**(b) Traffic Studies (Shypowskyj)**

The Acting Director of Engineering and Operations informed Council that traffic studies for the intersections of Stanley Street and Wood Lane, King Street and Sugarloaf Street, Cement Plant Road and Clarence Street, and Chippawa Road and Berkley Avenue were recently conducted and that reports to Council outlining the results of these traffic studies will be brought forth during the next two meetings.

**(c) Streetlight Repairs (Shypowskyj)**

The Acting Director of Engineering and Operations informed Council that various streetlight repairs have been completed and that there are a few street lights that require further repair beyond the regular maintenance issues. He further indicated that a report detailing the issues and funding required to repair these streetlights will be brought forth to Council at the next meeting.

**(d) Highway 3 Construction (Shypowskyj)**

The Acting Director of Engineering and Operations provided an update to Council with respect to the construction occurring on Highway 3 and further indicated that the consultants performing the construction project a completion date of October 1, 2020.

**Councillors' Issues/Enquiries****(a) Short Term Rentals (Bodner)**

In response to Councillor Bodner's request for an update on the issue of short term rentals, the Director of Planning and Development confirmed that his plan is to bring a report forward to Council on this matter before the end of the year.

**(b) Fires at Short Term Rentals (Bodner)**

In response to Councillor Bodner's inquiry regarding what the process is if a resident has an issue with a bonfire occurring on the property of a short term rental, the Fire Chief informed Council that it is best to call 9-1-1 at the exact time of the incident and they will dispatch the Port Colborne Fire Department, alongside the Niagara Regional Police who will investigate the matter at that time. The Fire Chief further reported that following the investigation, a warning or a bill may be given to the owner of the property.

**(c) Noise By-law (Bodner)**

In response to Councillor Bodner's inquiry regarding what the process is if a resident is having loud noise issues with neighbouring properties during the late hours of the night or early hours of the morning, the Manager of By-law Services confirmed that if the issue is occurring in the middle of the night then the process is to call the Niagara Regional Police and if the issue is occurring during the day, then the By-law Enforcement Division may attend with the assistance of the Niagara Regional Police, depending on the type of issue.

**(d) Storm Sewer Charge (Bruno)**

In response to Councillor Bruno's inquiry with respect to how storm sewer charges are given to residents who border the non-urban servicing area and are not on a municipal drain as well as whether a policy could be created that includes information about how these charges are made and what that money is used for, the Acting Director of Engineering and Operations as well as the Director of Corporate Services/Treasurer confirmed that they will work alongside each other to investigate this matter.

**(e) Councillors' Items (Bruno)**

In response to Councillor Bruno's inquiry with respect to how City staff are remunerated when attending Council meetings as well as whether "Councillors' Items" could be moved towards the beginning of the agenda so as to not have staff attending until the end of the meeting to answer questions, the Chief Administrative Officer explained the remuneration for union and non-union employees who attend Council meetings and the City Clerk informed Council that the agenda format, agenda process as well as the Procedural Bylaw will be amended in the near future and when doing so, "Councillors' Items" can be moved towards the beginning of the agenda.

**(f) Calling in Tow Trucks (Wells)**

In response to Councillor Wells' inquiry with the respect to whether the tow truck companies charge the City in the event that they are called for a tow but when they arrive, the car in violation has left, the Manager of By-law Services confirmed that the tow truck companies only charge for the amount of tows they complete, not the number of calls they receive.

**Notice of Motion**

Councillor Kalailieff provided notice of her intention to introduce a motion at the September 28, 2020 Council meeting with respect to addressing the Region as well as Public Health to petition for the establishment of a COVID-19 testing clinic in the City of Port Colborne to serve the southern tier municipalities.

Councillor Kalailieff provided notice of her intention to introduce a motion at the September 28, 2020 Council meeting with respect to requesting that the Niagara Health System reinstate the use of the helicopter pad located at the Port Colborne Hospital.

**13. Consideration of By-laws:****No. 188**

Moved by Councillor H. Wells  
Seconded by Councillor A. Desmarais



That the following by-law be enacted and passed:

6817/67/20	Being a By-law to Amend By-law No. 4310/146/02, Being a By-law Prescribing On and Off-Street Parking for Persons with Disabilities within the City of Port Colborne
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CARRIED

**No. 189** Moved by Councillor F. Danch  
 Seconded by Councillor G. Bruno

That the following by-laws be enacted and passed:

6816/66/20	Being a By-law to Amend By-law No. 89-2000, Being a By-law Regulating Traffic and Parking on Wyldewood Road
6818/68/20	Being a By-law to Amend By-law No. 6116/82/14, Being a By-law to Establish a Permitting System for the Parking of Vehicles on Designated Highways within the City of Port Colborne
6819/69/20	Being a By-law to Authorize Entering into a Contract Agreement with Circle P. Paving: Project 2020-13, Asphalt Patch Repair City Wide
6820/70/20	Being a By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne at its Regular Meeting of September 14, 2020

CARRIED

**14. Adjournment:**

Mayor Steele adjourned the meeting at approximately 10:11 p.m.

\_\_\_\_\_  
 William C. Steele  
 Mayor

\_\_\_\_\_  
 Amber LaPointe  
 City Clerk

AL/cm



MAYOR'S REPORT  
SEPTEMBER 14, 2020 COUNCIL MEETING

**COVID-19 UPDATE**

Good evening and welcome to our virtual council meeting.

Tonight we are welcoming Councillors Bagu, Bruno, Bodner and Desmarais back into the council chambers. Also joining us are our CAO Scott Luey, Clerk Amber LaPointe, Deputy Clerk Charlotte Madden, Deputy Fire Chief Scott Lawson and a member of Wee Stream who are live streaming this meeting for us.

Our other four city councillors and various city directors are each attending from home.

We remain in Stage 3 of the COVID-19 recovery process, however, in the past few days positive cases across the province have started to rise. We emphasize the need for social distancing, hand washing and face coverings where social distancing can't be maintained or where required by the Region's face covering by-law.

We ask that you continue to support our local businesses, including restaurants as patio season will be coming to an end soon and these businesses still need our support.

**Preparation for Cruise Industry in 2021**

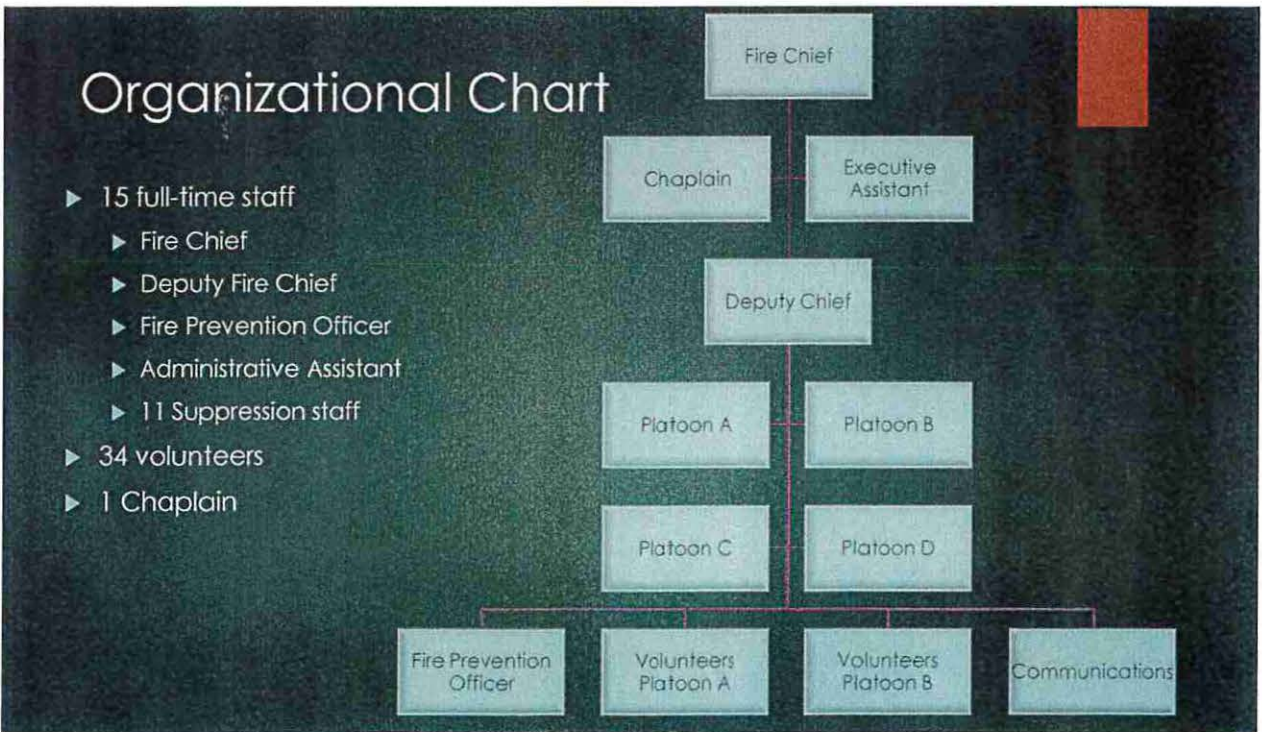
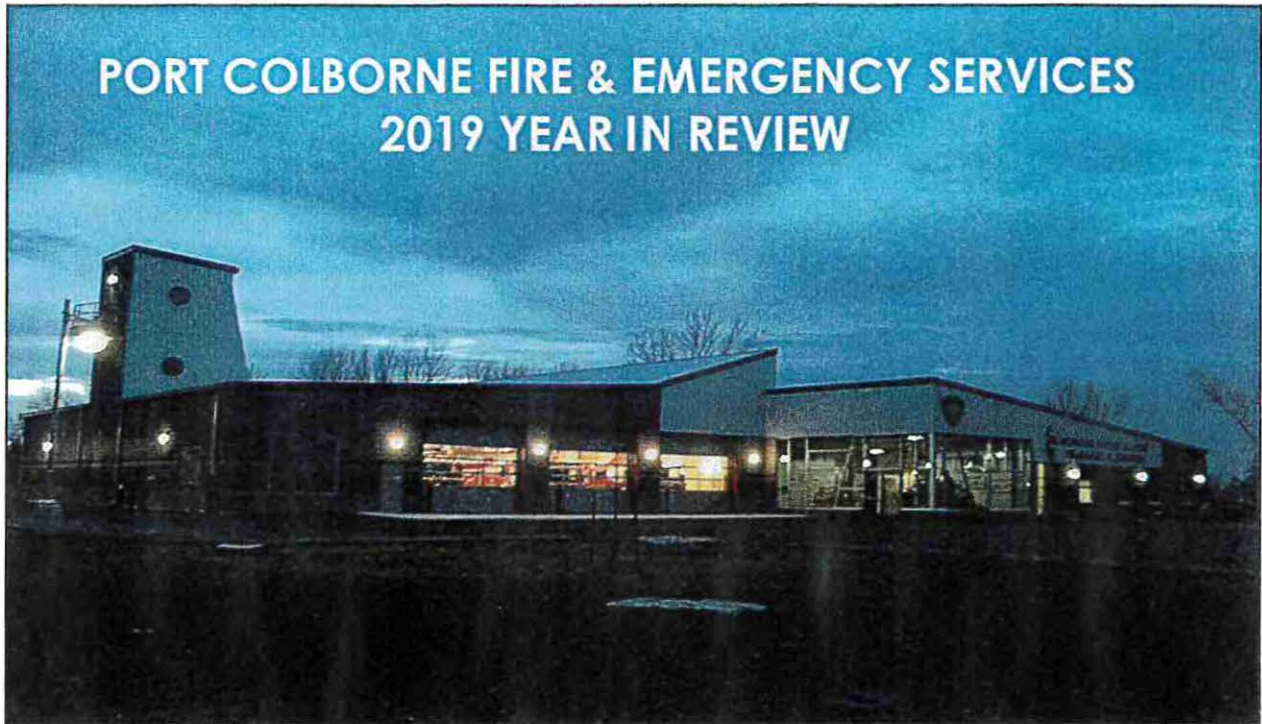
We are hopeful that the pandemic will be behind us in 2021 and as such, the St. Lawrence Seaway Management Corporation has begun restoration work on the wharfs and aprons at the south end of West Street to prepare for the arrival of cruise ships next year.

Cruising on the Great Lakes is an important industry for our local businesses and we are fortunate to have the support of the Seaway in making necessary infrastructure improvements.

## **Closing**

In closing, we ask for your patience while we all work together for a safe and gradual return of services. We must remain vigilant in fighting this virus.

Our number one priority is the health and safety of our staff and citizens as we continue the safe and gradual reopening of services and business activities. Please stay safe.



## FOCUSED ON COMMUNITY



Christmas Toy Drive

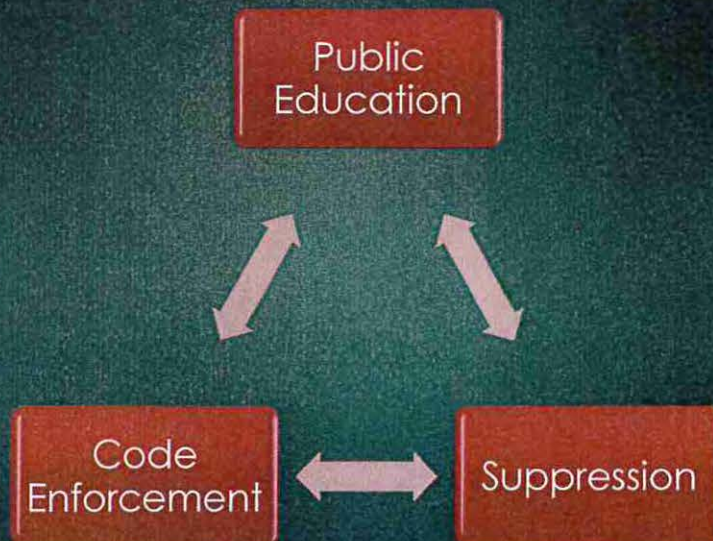


Community Dinner – Port Cares



Easter Boot Drive

## THREE LINES OF DEFENSE



# THREE LINES OF DEFENSE

## Public Education

- School visits
- Station tours
- Extinguisher training
- Safety Day
- Fire Prevention Week Open House
- Farmers Market
- Social media – FB, Twitter
- Smoke Alarm Program....

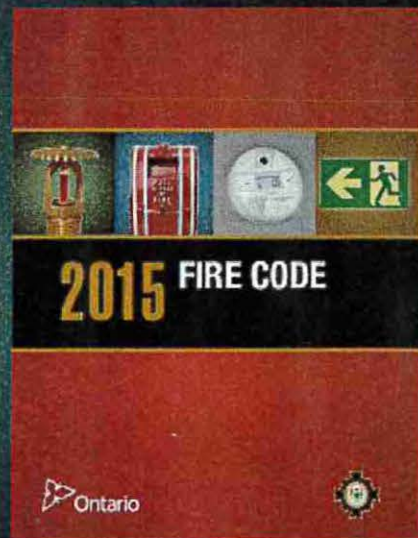


urnCellVideo

# THREE LINES OF DEFENSE

## Code Enforcement

- Business Licences
- Supervised Fire Drills
- Property Inspections
- Fire Safety Plan Reviews
- Building Plan Review
- Prosecutions (Part 1 & 3)
- Smoke Alarm Program....



# THREE LINES OF DEFENSE

## Response

Broken down into four key elements

- Level of Service
- Equipment
- Training
- Call Response

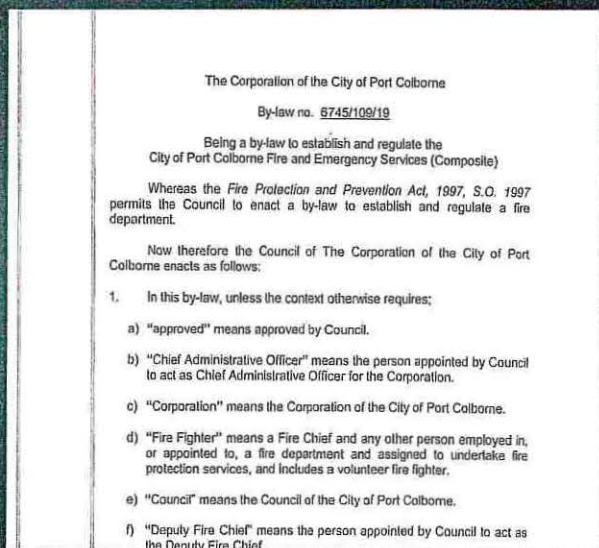


# THREE LINES OF DEFENSE

## Response – Level Of Service

Establishing & Regulating By-law 6745/109/19 sets the level of service as determined by Council through core services: As an example:

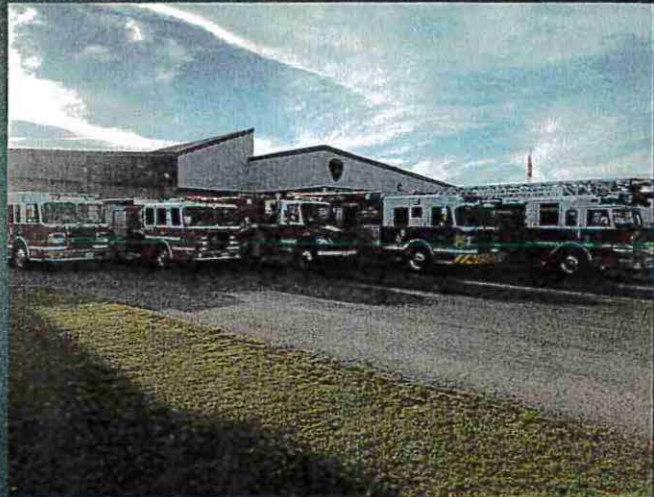
- |                                     |                                  |
|-------------------------------------|----------------------------------|
| - Interior Structural Fire Fighting | - Public Assistance Calls        |
| - Grass/Brush Fires                 | - Carbon Monoxide Investigations |
| - Burn Complaints                   | - Natural Gas Emergencies        |
| - Water/Ice Rescue                  | - Technical Rescue (rope)        |
| - Elevator Rescue                   | - Vehicle Fires                  |
| - Motor Vehicle extrication         | - Medical Assistance Calls       |



# THREE LINES OF DEFENSE

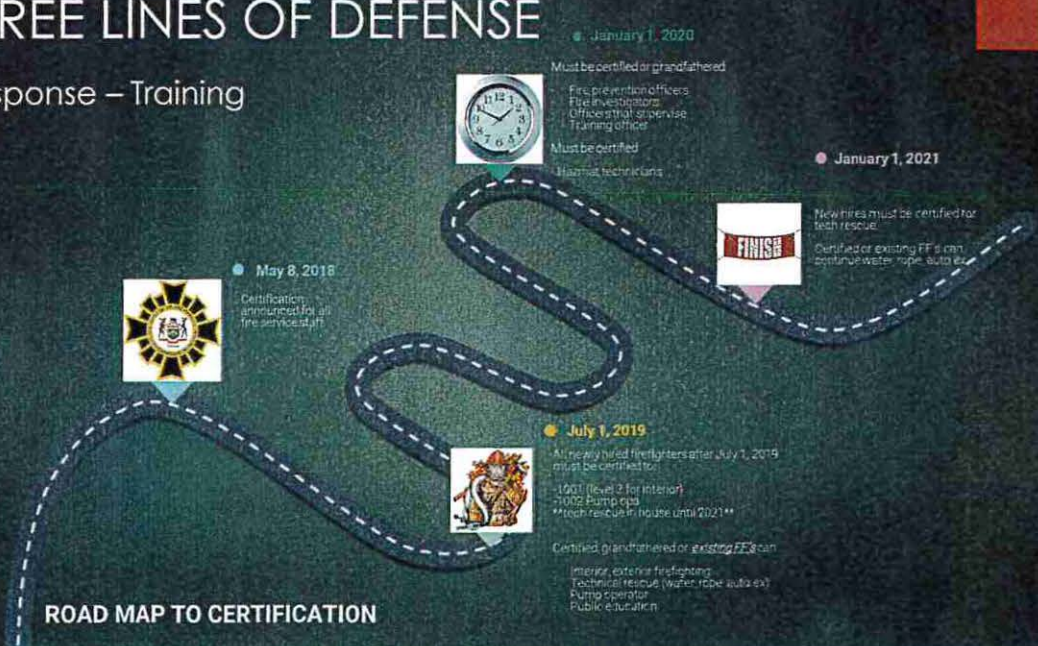
## Response - Equipment

- Engine 1 - 2015 Spartan Metrostar
- Engine No. 2 - 2000 E-1 - Superior
- Tanker 1 - 2015 Freightliner
- Rescue 1 - 2012 Spartan Metro Star Custom Built
- Ladder 1 - 2006 Pierce - 75' Ladder



# THREE LINES OF DEFENSE

## Response - Training

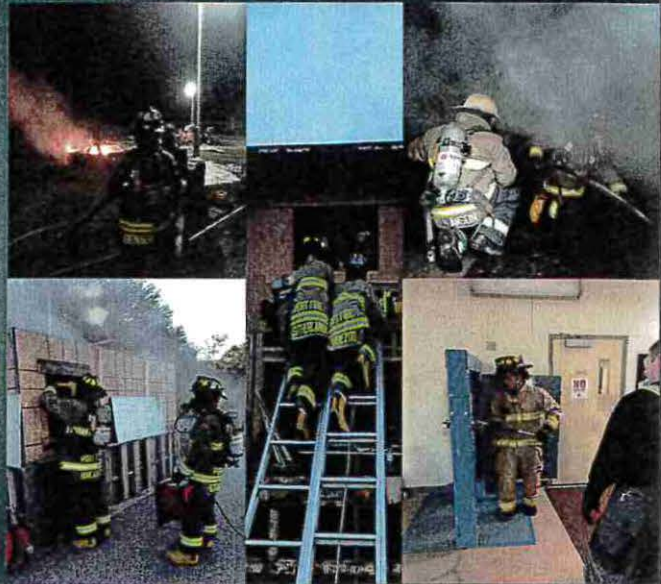




# THREE LINES OF DEFENSE

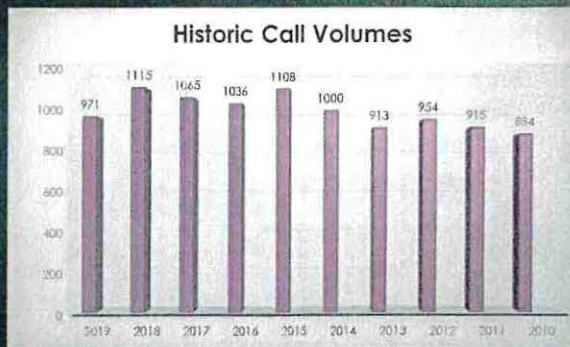
## Response – Training

- Working towards NFPA certification
  - 68 written tests through AS&E
  - 174 practical skills tested through AS&E
- New recruits trained and tested to NFPA
  - 6 weekends at Southwest Fire Academy
    - Fire Fighter I & II
    - Hazmat Awareness & Operations

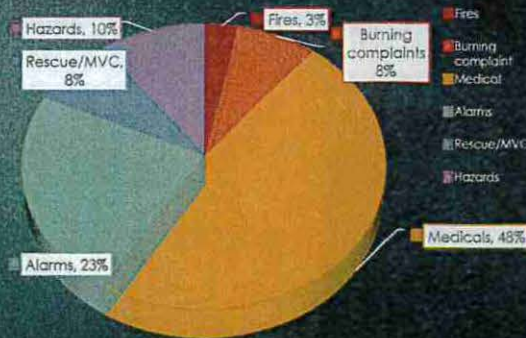


# THREE LINES OF DEFENSE

## Response - Calls



2019 RESPONSES BY TYPE



# Successes & Challenges

## Successes of 2019

- Achievement Program
  - Recognizing our successes through sacrifice
- Successful recruitment
  - New members are certified and ready to go...and doing well
- Training
  - New look to the program
  - Buy in by staff



# Successes & Challenges

## Challenges of 2019

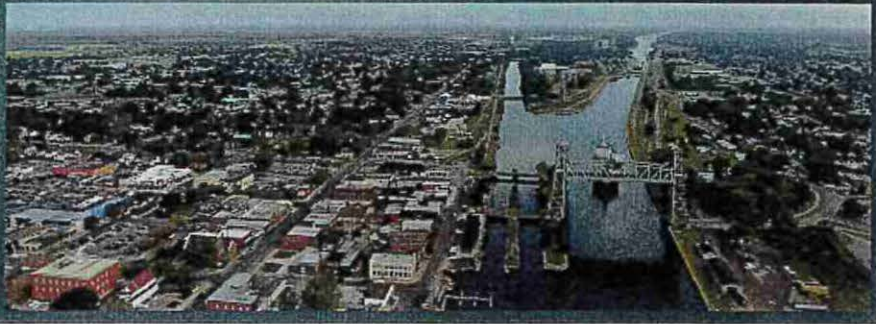
- Focus on Post Traumatic Stress Disorder (PTSD)
  - Working Mind training
- Recruitment
  - While 2019 recruitment was successful, many issues identified through the process.
    - Numbers of applicants
    - Seeing it through to the end



# What is Next

## A Glimpse into 2020 – 2021

- Self-contained breathing apparatus replacement
- On-going recruitment
- Technical Rescue review and certification
- Pre-incident planning
- In-service Inspections
- Engine 2 replacement
- Residential Sprinklers



# Cost to Operate 1 day Walk-In

Needs/ Operate a 1 day per week off-site clinic;

## What we need from you:

- ✓ \$20,000 annually
- ✓ + a free, safe space to hold sessions. *Confirmed* / Bridges Community Health Centre, Elm Street.

## What you receive:

- ✓ One-day per week walk-in clinic service in the heart of your community
- ✓ Access to video-counselling therapy 5 days per week



PORT COLBORNE



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## What the walk-in clinics are achieving

- ▶ Immediate, localized access to mental health treatment.
- ▶ This proven model provides even more support with ease to Niagara's families.
- ▶ Now, more than ever kids and families have options as to how they get the mental health care and support that they need, closer to home or in their home.

*Note, all of Pathstone's in-person walk-in clinics and video counselling are open to ALL of Niagara's children and youth no matter where they live in the region.*



## What we see next ...

- ▶ The model of mental health services will be reframed over the next 2 to 3 years.
- ▶ We see the majority of our service converting to the walk-in clinic format, and the need for longer term therapy programs will begin to decrease.
- ▶ With this change, we will be able to re-allocate funds from the Ministry of Health into the walk-in clinic program.
- ▶ **Already, this model has reduced our wait-list significantly.**



## How YOU can continue to help

Commitment is needed from your council to support a walk-in clinic in Port Colborne for Year 2 of this program.

- ▶ *Questions / comments can be directed to:*
- ▶ Kim Rossi – Director of Philanthropy & PR – Pathstone Foundation
- ▶ c. 289.969.8342 e. [Krossi@Pathstone.ca](mailto:Krossi@Pathstone.ca)



Pathstone   
Mental Health  
Compassionate • Innovative • Professional

MENTAL HEALTH SUPPORT THROUGH WALK-IN CLINICS

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## Simple facts...

- ▶ **1 in 5** children and youth will be affected by a mental health issue.
- ▶ **70%** of mental health challenges have their onset in childhood or adolescence
- ▶ Canada's youth suicide rate is the third highest in the industrialized world **Everyday**, 10 people in Canada die by suicide. *In Niagara, it's one person, every six days.*
- ▶ **The burden of mental illness and addiction in Ontario is more than 1.5 times the burden of all cancers and 7 times the burden of all infectious diseases**

## Who we are ...

- ▶ The **only accredited provider** of children's mental health in Niagara, and lead agency for the province of Ontario
- ▶ We support children and youth from the start of life to their 18<sup>th</sup> birthday and their families.
- ▶ We offer **17 different programs** that cover mental health needs from stress, anxiety, and depression to self-harm, suicidal, and homicidal thoughts and other forms of crisis.

### **Pathstone's reach is vast**

- We are in schools and daycares across the Region and house our own school in Welland.
- Our 10 bed Live-In Treatment program in Niagara Falls is affectionately known as Rotary House which also provides one crisis bed.
- We operate eight in-person walk-in clinics across the region
- Our Crisis & Support Line, operates 24/7
- We have introduced video counselling to further enhance immediate access to care with ease.

## Our Impact 2019- 2020 (April – March )

- ▶ We served **7,012** children
- ▶ **5,282** of which were coming through our doors for the first time
- ▶ That equated to **58,686** direct hours of counselling
- ▶ **1,332** came to us through one of our walk-in clinic's

*\*Since January 2020, our Crisis & Support Line has handled **67 calls** where suicide was being considered. According to Niagara Regional Police, there have been **zero reported sudden death/ suicides** among those 18 and under since the start of the year.*

### Age Comparison for Youth Core Services

- ❑ 0-5 years - 16.9 % (+)
- ❑ 6-10 years – 23.5 %
- ❑ 11-14 years - 21.8 %
- ❑ 15 - 18 years - 37.8 % (+)

*\*(+)* indicates an increase to core service group.

**Males: 52.7% / Females 43.6% / Other: 3.7%**



## The impact walk-in clinics are having in Niagara

- ▶ **Hear & Now walk-in clinics**, are operating in Port Colborne, Fort Erie, Welland, Niagara Falls, Thorold, St. Catharines, Beamsville, Grimsby and *video only* in Niagara-on-the-Lake.
- ▶ In all, nearly 400 one-on-one in-person counselling hours are available through these clinics each month.
- ▶ Since COVID-19, we have implemented that an appointment must be made to access walk-in clinic services. Important to note, same day or advance appointments are available.
- ▶ Service is still free, without the need of a referral, or health card.
- ▶ In addition, we have further enhanced this program, offering video counselling sessions five days per week, also by appointment only.

*\*Research has proven, early intervention can make a dramatic difference in a child's quality of life!*

## What we have already seen ...

- ▶ Some clients who visited only needed one session
- ▶ Many are first-timers, testing the waters to see if therapy is right for them
- ▶ Some are currently on our waitlist for a full therapy program, which has been dramatically reduced thanks to our walk-in clinic program.
- ▶ In the past 12 months, over 1,300 of our 7,000+ clients came to us through one of our walk-in clinics.
- ▶ **In Port Colborne specifically**, walk-in clients (mostly youth) were looking for support for depression and anxiety. Prior to COVID students from Port Colborne HS were utilizing the walk-in clinic.



# Current Cost to Operate Hear & Now Walk-In Clinics

(Branscombe Mental Health Centre – 5 days per week + 7 / one day per week clinics)

**5 days per week / St. Catharines - Branscombe Mental Health Centre**

*Cost is \$203,414 in 2020*

## **7 Additional single day Walk- In Clinics**

Located in; Port Colborne, Fort Erie, Welland, Niagara Falls, Thorold, Beamsville, Grimsby, and Niagara-on-the-Lake (video-only)

**Combined cost will be \$150,000 in 2020**

*\*All clinics have been further enhanced with video-counselling program*



8

From: "Rachel MacPherson" <[REDACTED]>  
To: charlottemadden@portcolborne.ca  
Date: 2020-08-23 02:04 PM  
Subject: 128 McCain street variance

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Charlotte,

I would like this passed along to members of council please.

My name is Rachel MacPherson and I am emailing with regards to the variance to 128 McCain street. I have had the chance to review the report Sherry Hanson composed and I have some further viewpoints to provide. As previously mentioned in my application for the variance the fence has been up for 20 years with no voiced concerns. I noticed Sherry added photos of the transition of the fence over the past 13 years. The fence that is separating my lot to the neighbours lot, changed in 2009. If I am not mistaken, the by law at that time allowed the change. The current by-law wasn't changed until 2010. I have attached the previous by-law. The fence should be grandfathered in.

If the trees that are being considered a fence based on how they've been planted are an issue I am willing to replant them elsewhere. In the 2020 photo taken, it shows the visibility from the neighbours view. There is no obstruction to view, in fact if I had been parked in my driveway the time of the photo, you would see that my truck sticks out further than the fence. I can provide photographic evidence of this.

Currently the neighbour who is voicing concern regarding the fence has been harassing me, and vandalizing/defacing the fence in place. The fence is 4 inches onto my yard. I can provide photographic proof if need be.

Thank you for your time,

Rachel MacPherson

**THE CORPORATION OF THE CITY OF PORT COLBORNE**BY-LAW NO. 4245/81/02**BEING A BY-LAW TO AMEND BY-LAW 1170/117/81, AS AMENDED,  
BEING A BY-LAW TO PRESCRIBE THE HEIGHT  
AND DESCRIPTION OF LAWFUL FENCES  
IN THE CITY OF PORT COLBORNE**

**WHEREAS** the Council of the Corporation of the City of Port Colborne enacted By-law 1170/117/81, being a by-law to prescribe the height and description of lawful fences in the City of Port Colborne and to repeal by-law 989/60/80, on the 23<sup>rd</sup> day of November 1981.

**AND WHEREAS** By-law 1170/117/81 has been amended from time to time;

**AND WHEREAS** the Council of the Corporation of the City of Port Colborne approved OPDS-Operational Services Division-Director's Report No. 2002-38, Fence By-law Review, as amended, on the 27<sup>th</sup> day of May, 2002,

**NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF  
THE CITY PORT COLBORNE ENACTS AS FOLLOWS:**

- 1 That By-law 1170/117/81, being a by-law to prescribe the height and description of lawful fences and repeal by-law 989/60/80, as amended, be further amended by adding to Section 1 "Definitions" the following:

"Side Yard - Interior" - means a side yard other than an exterior side yard

"Side Yard - Exterior" - means a side yard immediately adjoining a public street

- 2 That By-law 1170/117/81, being a by-law to prescribe the height and description of lawful fences and to repeal by-law 989/60/80, as amended, be further amended by adding to Section 6 "Fences & Hedges at Intersections & Corner Lots" the following:

6(d) "Notwithstanding subsection 6(c) no person shall construct or permit to be erected or maintained any fence or hedge greater than 2m in any exterior side yard except where the said fence is set back a minimum of 3m from the exterior side lot line or, where a sidewalk exists parallel to the fence line, a minimum of 3m from the near side of the sidewalk".

**READ A FIRST, SECOND AND THIRD TIME AND PASSED BY COUNCIL THIS**



Sent from my iPhone

From: "Robert Maude" [REDACTED]  
To: "charlottemadden@portcolborne.ca" <charlottemadden@portcolborne.ca>  
Date: 2020-08-26 03:41 PM  
Subject: fence variance

Hello Deputy Clerk Charlotte Madden

This letter is from Robert and Tracie Maude at 601 Steele St .

After reading the city council report on the fence variance application, we were happy with the recommendation but was not happy with the comments on the fence variance application form from the home owner. We did have discussions with the neighbours on numerous occasions., In the fall of 2019 with Rachels father and the spring of 2020 with Rachels boyfriend),regarding blocking of the line of sight. both, the cedars and fence would create and us wanting to reduce the height of our existing adjoining fence. We can not put enough emphasis on how scary it is for us to safely pull out of our driveway now for almost a year or how angry all the pedestrians feel towards us for almost hitting them on a regular basis. We do, but we shouldn't have to feel guilty or apologize to people for something we didn't create.

Personally I would think all this fencing is a continuing part of the deck they built. And it would have been a part of their original deck permit. But what do I know. Then this most dangerous situation would not even exist.

I am going to send you the letter We wrote previously to counselor Gary Bruno.

Thank you for letting us respond.  
Regards; Rob Maude and Tracie Maude

**From:** Robert Maude  
**Sent:** August 8, 2020 2:01 PM  
**To:** garybruno@portcolborne.ca <garybruno@portcolborne.ca>  
**Cc:** frankdench@portcolborne.ca <frankdench@portcolborne.ca>  
**Subject:** 128 McCain St. fence bylaw infraction/line of sight

Hello Gary , Hello Frank

My name is Robert Maude  
My wife Tracie and daughter Krista and I live at 601 Steele St.

We are having an issue with being able to see vehicles and more importantly people with their children when exiting our driveway but this was not always the case.

The existing fence dividing our properties is 5 ft tall but has 1/2 to 3/4 inch spacing (picture 1)  
It is the side of our property and the back of theirs.

That did enable us to see thru the fence enough to have some confidence of not hitting someone as we pulled out.

But around august of last year my wife and I decided to look into cutting the fence down to 3 ft high and about 8 ft back from the end by the road.

We were not sure who's fence it was, we think it is ours but we wanted to be sure. We are still a little unclear about ownership but did find out the fence should be lowered to 1 meter and back 4.5 meters from the sidewalk, according to the existing bylaw. reason/line of sight for exiting a driveway .

As I returned from work for the long weekend the neighbor's father was outside of their house planting cedar shrubs, I went out to discuss the problem with him about the problem we have with exiting our driveway now. I said to him I understand your daughter wants some privacy from the road . I explained to him about wanting to cut the fence,1:Actually, the bylaw states 1 meter high 4.5 meter from the sidewalk. 2: to see properly as to exit the driveway safely and that the shrubs will now make it impossible to see anything. He said to me just let the roots take hold and then we will deal with it We were ok with that.

Springtime came and still nothing was done about the shrubs. I work and stay out of town a lot so I dint have any chance to. to ask the neighbour what the plan was.

AS I come home from work on a Saturday , By the way . Again on the first long weekend of the year , I can't help but notice 8 ft posts sticking out of the ground behind the 6 ft cedars and the owner's boyfriend outside with his 2 buddies ready to cement the posts and install the fence. I unpacked my car and walked over to find out what's up. I said to him , what happened to cutting the cedars to proper height after the roots took hold like her father said to me last fall ? Then we could also cut the fence to have e a full view of the sidewalk and road upon exiting our driveway. his answer to me was TOO LATE NOW ! I looked at his 2 buddies in disbelief and they

shrugged their shoulders . that Saturday they cemented the posts and Sunday finished the fence boards.

After the long weekend ended, I called the city to talk with bylaw enforcement. Covid 19 had just started to ramp up so it took a while for someone to start investigating. I have been on the phone with various officers and I have sent a letter with my concerns. An officer did come do some measurements and I have been told there were 2 infractions, and the owners were advised on how to correct them. Weeks have passed since and after my last inquiry I've been told there is an application for a variance I was told to contact my congressman and there will be a meeting at the end of the month where this application will be considered.

Im not sure why this is taking so long, the bylaw is quite clear but in the meantime because of this loss of sightline I have a real hard time pulling out safely and have nearly hit cars and have had too many close calls, almost running people over and have gotten so many dirty looks from mothers and children more times than I care to count. My wife and daughter will not park in our own driveway for fear of this or god forbid kill someone and their children.

We should not have to be on pins and needles when trying to exit our own driveway safely or having to state why there should be no variance allowed. In our opinion if the owners had done their due diligence looking into corner lot roadside fence bylaws BEFORE erecting a fence and shrubs. Nobody's lifes would be at risk daily.

My question is this:I think if some horrible accident occurs (at this rate it is inevitable), and there was a lawsuit, currently the owners of the property would be liable for not adhering to the existing bylaw rules and correcting the infractions. If their wish for variance is granted wouldn't that make the city liable for changing the line of sight ? then also precedence would be established and many many more people could be endangered.

Don't get us wrong .Fences make good neighbours.but only if done safely and correct

We await your response and guidance.  
Sincerely Robert and Tracie Maude  
601 Steele St

**From:** Robert Maude [REDACTED]  
**Sent:** August 8, 2020 2:25 PM  
**To:** garybruno@portcolborne.ca <garybruno@portcolborne.ca>  
**Subject:** Fw: Bylaw

On Sat., Aug. 8, 2020, 2:10 p.m. Rob Maude, [REDACTED] > wrote:



20200808\_141232.jpg

**From:** Robert Maude <[REDACTED]>  
**Sent:** August 8, 2020 2:24 PM  
**To:** garybruno@portcolborne.ca <garybruno@portcolborne.ca>  
**Subject:** Fw: Bylaw



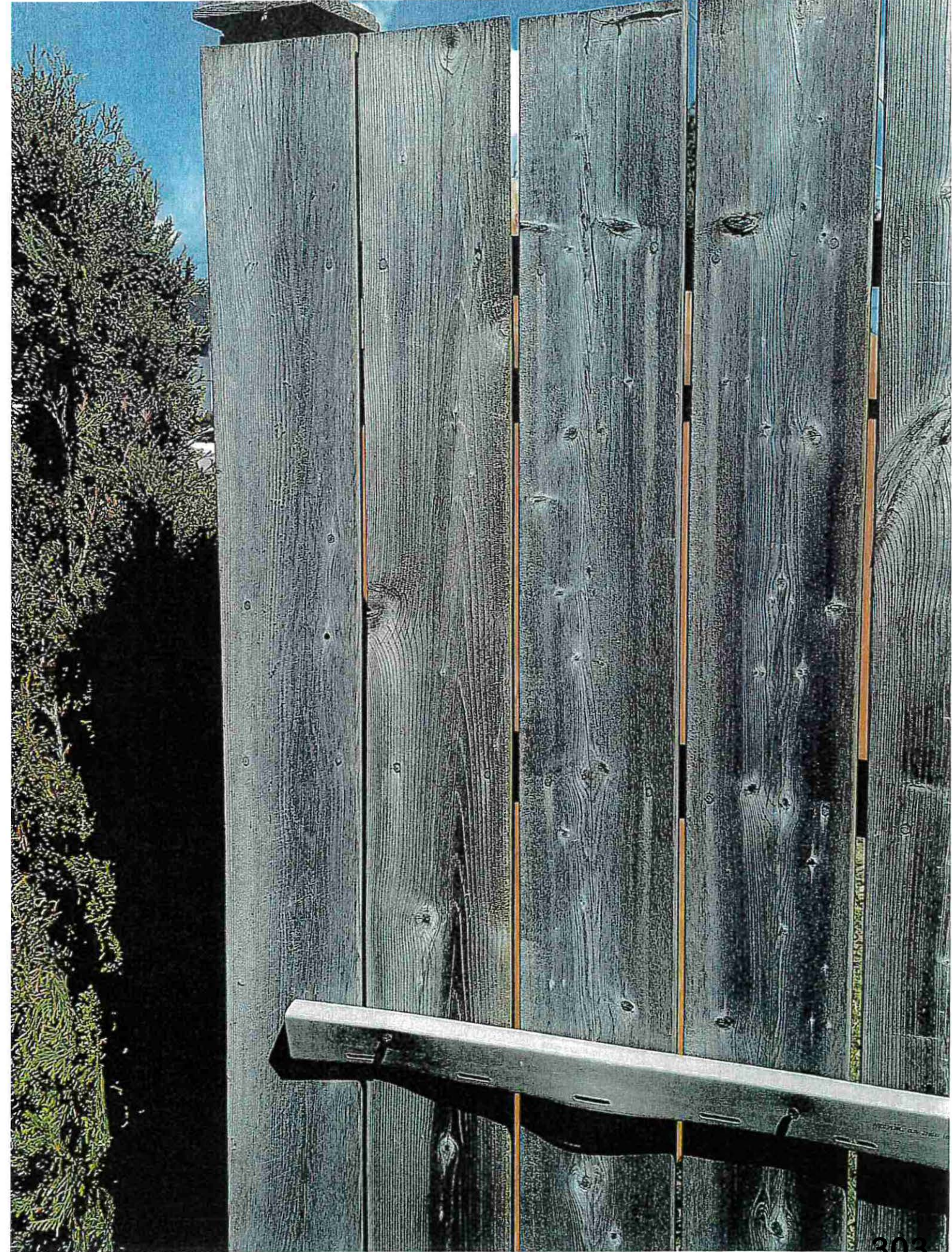
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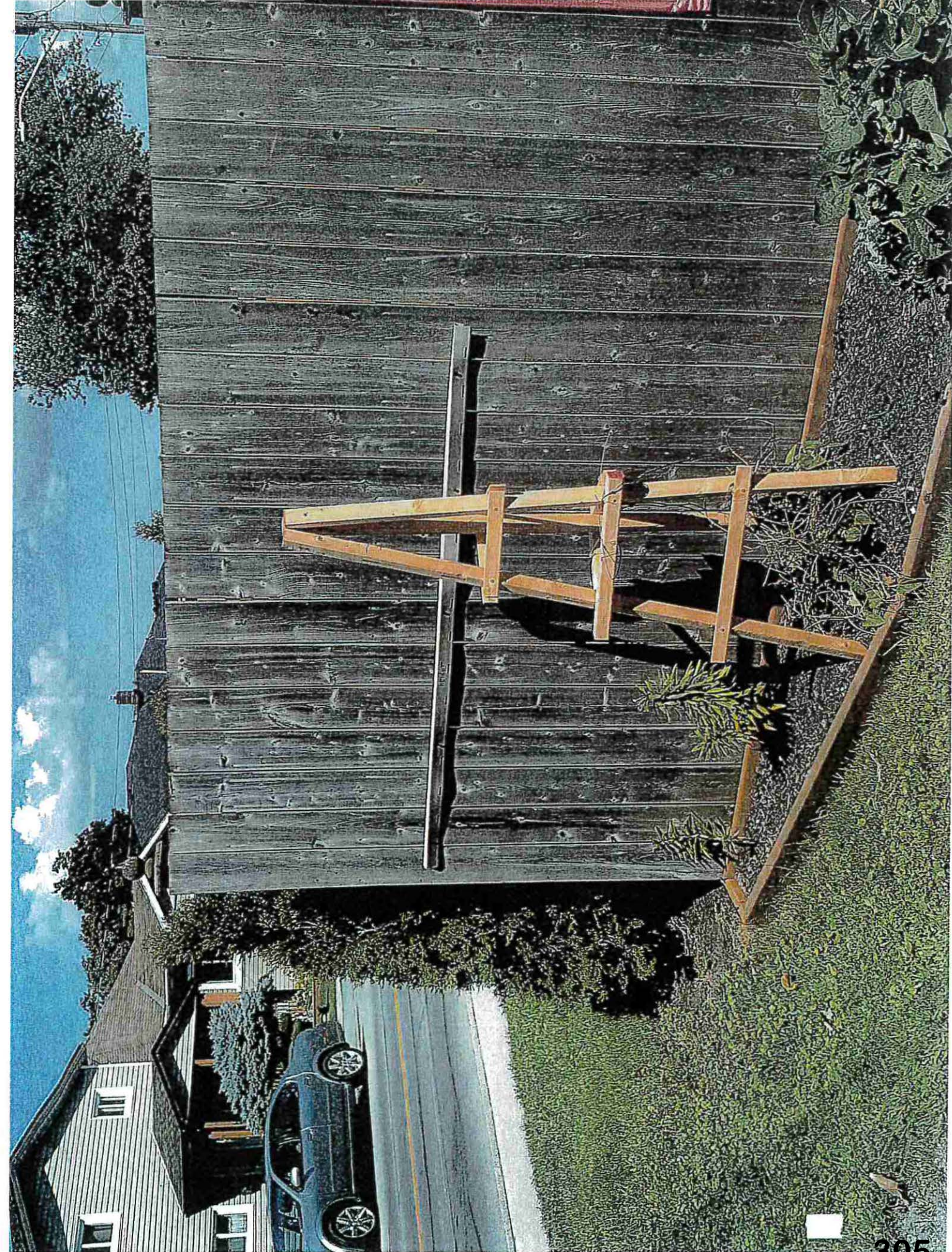


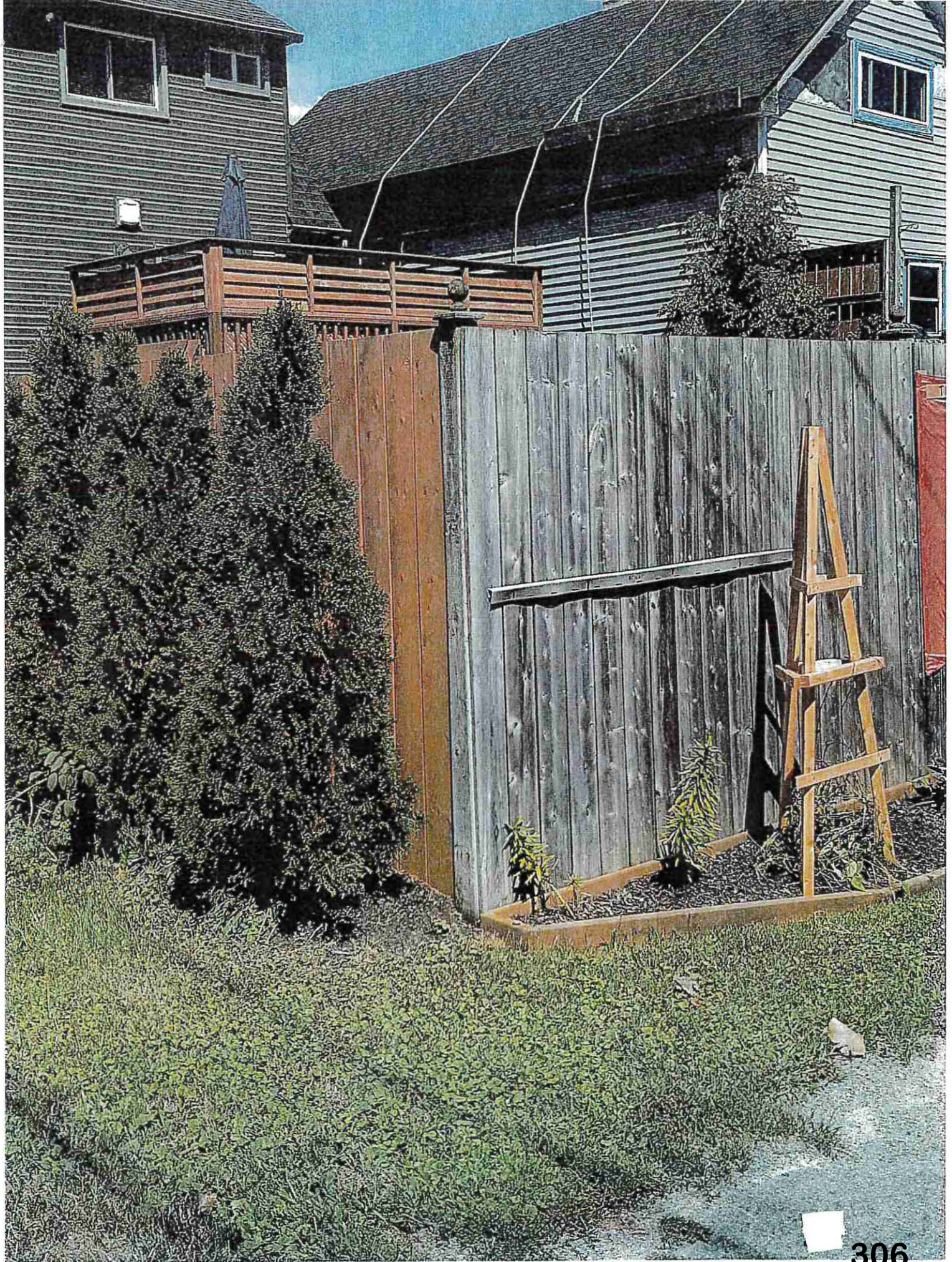
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**City of Port Colborne  
Special Council Meeting 24-20  
Minutes**

**Date:** September 17, 2020

**Time:** 5:30 p.m.

**Place:** Municipal Offices, Committee Room 3,  
66 Charlotte Street, Port Colborne

**Members Present:** M. Bagu, Councillor  
E. Beauregard, Councillor (via Zoom)  
G. Bruno, Councillor (via Zoom)  
R. Bodner, Councillor (via Zoom)  
A. Desmarais, Councillor (via Zoom)  
D. Kalailieff, Councillor  
W. Steele, Mayor (presiding officer)  
H. Wells, Councillor (via Zoom)

**Absent:** F. Danch, Councillor

**Staff Present:** A. Grigg, Director of Community and Economic Development (via Zoom)  
A. LaPointe, Manager of Legislative Services/City Clerk  
G. Long, Manager of Strategic Initiatives  
S. Luey, Chief Administrative Officer

**1. Call to Order:**

Mayor Steele called the meeting to order.

**2. Introduction of Addendum Items:**

None.

**3. Confirmation of Agenda:**

**No. 190** Moved by Councillor Wells  
Seconded by Councillor Bodner

That the agenda dated September 17, 2020 be confirmed, as  
circulated.

CARRIED

**4. Disclosures of Interest:**

Councillor Beauregard declared a pecuniary interest regarding item (a) as he is employed by Sullivan Mahoney and the firm has provided legal advice with respect to these items. Councillor Beauregard left the closed meeting during discussion of these items.

**5. Council in Closed Session:****Motion to go into Closed Session – 5:33 p.m.:**

**No. 191** Moved by Councillor Wells  
Seconded by Councillor Bodner

That Council do now proceed into closed session in order to address the following matter(s):

- (a) Community and Economic Development Department Report 2020-122 regarding Lighthouse Theatre, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.
- (b) Chief Administrative Officer Report No. 2020-127, regarding Hamilton-Oshawa Port Authority Memorandum of Understanding, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.

CARRIED

**Motion to Rise With Report:**

**No. 192** Moved by Councillor Bagu  
Seconded by Councillor Kalailieff

That Council do now rise from closed session with report at approximately 6:38 p.m.

CARRIED

**6. Disclosures of Interest Arising From Closed Session:**

Mayor Steele noted that Councillor Beauregard declared a pecuniary interest regarding item (a) upon entering closed session and the Councillor left the closed meeting during discussion of these items.

**7. Report/Motions Arising From Closed Session:**

- (a) **Community and Economic Development Department Report 2020-122 regarding Lighthouse Theatre, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.**

The City Clerk reported that direction was provided to staff during closed session in accordance with the *Municipal Act, 2001*.

- (b) **Chief Administrative Officer Report No. 2020-127, regarding Hamilton-Oshawa Port Authority Memorandum of Understanding, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.**

The City Clerk reported that direction was provided to staff during closed session in accordance with the *Municipal Act, 2001*.

**8. Consideration of By-laws:**

**No. 193** Moved by Councillor Bodner  
Seconded by Councillor Wells

That the following by-law be enacted and passed:

6821/71/20	Being a By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne at its Special Meeting of September 17, 2020
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CARRIED

**9. Adjournment:**

Mayor Steele adjourned the meeting at approximately 6:40 p.m.

\_\_\_\_\_  
William C. Steele  
Mayor

\_\_\_\_\_  
Amber LaPointe  
City Clerk

/al



**City of Port Colborne  
Special Committee of the Whole Meeting 06-20  
Minutes**

- Date:** September 17, 2020
- Time:** 6:30 p.m.
- Place:** Council Chambers, Municipal Offices, 66 Charlotte Street, Port Colborne
- Members Present:** M. Bagu, Councillor  
E. Beauregard, Councillor (via Zoom)  
G. Bruno, Councillor (via Zoom)  
R. Bodner, Councillor (via Zoom)  
F. Danch, Councillor (via Zoom)  
A. Desmarais, Councillor (via Zoom)  
D. Kalailieff, Councillor  
W. Steele, Mayor (presiding officer)  
H. Wells, Councillor
- Staff Present:** D. Aquilina, Director of Planning and Development  
S. Baswick, Director/Curator, Port Colborne Historical and Marine Museum  
B. Boles, Director of Corporate Services/Treasurer  
T. Cartwright, Fire Chief  
A. Grigg, Director of Community and Economic Development  
N. Halasz, Manager of Parks and Recreation  
A. LaPointe, Manager of Legislative Services/City Clerk  
S. Lawson, Deputy Chief  
S. Luey, Chief Administrative Officer  
C. Madden, Deputy Clerk (minutes)  
S. Shypowskyj, Acting Director of Engineering and Operations  
S. Therrien, Director of Library Services  
M. Thomas, Facilities Supervisor

Also in attendance was one member from WeeStream.

**1. Call to Order:**

Mayor Steele called the meeting to order.

**2. Introduction of Addendum Items:**

None.

**3. Confirmation of Agenda:**

Moved by Councillor H. Wells  
Seconded by Councillor R. Bodner

That the agenda dated September 17, 2020 be confirmed, as circulated.  
CARRIED

**4. Disclosures of Interest:**

None.

**5. Item(s) for Consideration:****1. 2021 Budget Development Process and City Finances**

Bryan Boles, Director of Corporate Services/Treasurer provided a presentation and answered questions received from Council. A copy of his presentation is attached.

Moved by Councillor M. Bagu  
Seconded by Councillor D. Kalailieff

That the 2021 Budget Development Process and City Finances presentation, be received for information.  
CARRIED

**2. Corporate Services Department, Financial Services Division, Report No. 2020-125, Subject: 2021 Capital and Related Projects Budget**

Bryan Boles, Director of Corporate Services/Treasurer provided a presentation and answered questions received from Council. A copy of his presentation is attached.

Moved by Councillor A. Desmarais  
Seconded by Councillor E. Beauregard

That the Corporate Service Department, Financial Services Division, Report No. 2020-125, Subject: 2021 Capital and Related Projects Budget, be received; and

That the 2021 Capital and Related Projects Budget as outlined in Report 2020-125, be approved and that the projects identified in the 2021 Capital and Related Projects Budget can begin immediately where feasible.

CARRIED



**6. Adjournment:**

Mayor Steele adjourned the meeting at approximately 8:20 p.m.

# 2021 Budget Development Process & City Finances

September 17, 2020



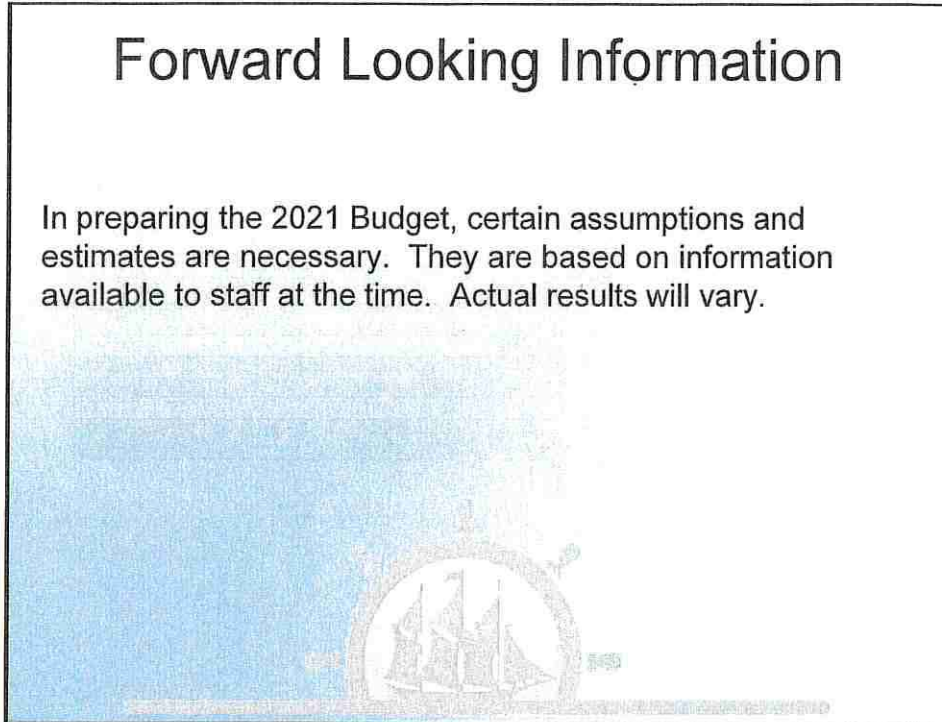
## Agenda

- Budget - Timeline / Process / Format
- Budget Focus and Building Blocks
- Key Policy Development
- Continuous Improvement
- Key Performance Metrics (KPI)
  - Allocations / Capital / Reserves / Borrowing / Unfunded liabilities
- Property Taxes / Assessment
- Water & Waste Water Rates



## Forward Looking Information

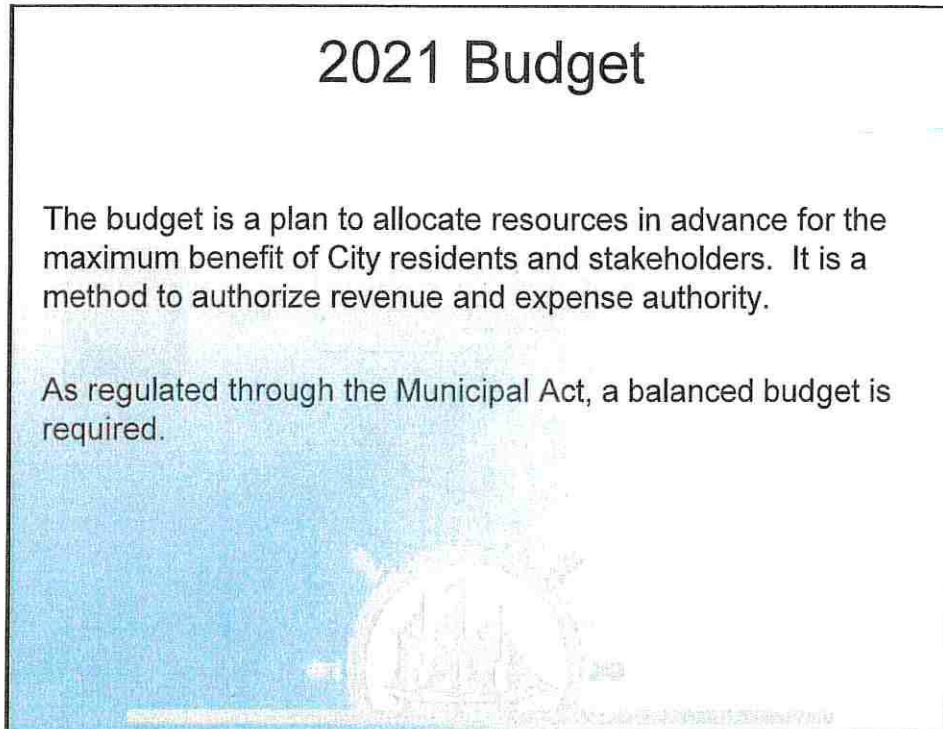
In preparing the 2021 Budget, certain assumptions and estimates are necessary. They are based on information available to staff at the time. Actual results will vary.



## 2021 Budget

The budget is a plan to allocate resources in advance for the maximum benefit of City residents and stakeholders. It is a method to authorize revenue and expense authority.

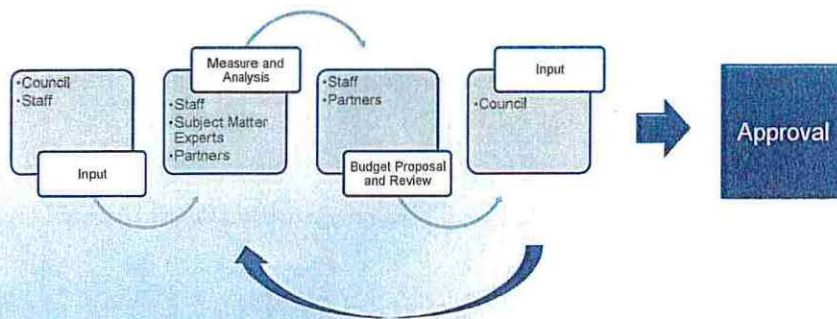
As regulated through the Municipal Act, a balanced budget is required.



# Budget Timeline

Budget Components	Port Colborne		Niagara Region	
	Budget Committee of the Whole	Council	Budget Committee of the Whole	Council
<b>Budget Timetable</b>		July 27, 2020	June 25, 2020	
Capital and Related Projects Budget	September 17, 2020	September 28, 2020 (Approval)	October 15, 2020	January 21, 2021 (Approval)
Levy Budget and User Fees	October 21, 2020			
Levy Budget and User Fees	October 28, 2020 (if required)	November 9, 2020 (Approval)	January 14, 2021	January 21, 2021 (Approval)
Rate*	December 2, 2020			
Rate*	December 7, 2020 (if required)	December 14, 2020 (Approval)	November 26, 2020	December 17, 2020 (Approval)

# Budget Process



## Budget Format

- The budget format is changing
- Reminder that key categories / groupings included:
  - Departments
  - Self Funded Entities
    - Examples include Marina, Nickel Beach, Building Department, Cemetery
  - Boards and Committees (BC)
  - Programs, Grants and Activities (PGA)
  - General Government
    - Borrowing and pay-as-you-go-costs (money to fund the Capital and related Project Budget)
    - City wide revenues (e.g. taxes, grants and investment income)
    - City wide expenses (e.g. subject matter expert, financial transaction costs)
  - Capital and Related Projects (Report 2020-125)

## Budget Focus and Building Blocks

- Customer Service
- Technology
- Training and development
- Core tangible capital assets
- Water and Waste Water rates

### Policy Concepts to Start Discussing

- Generational Equity
- Triple Bottom-line User Fees  
(Economic, Environmental, Social)

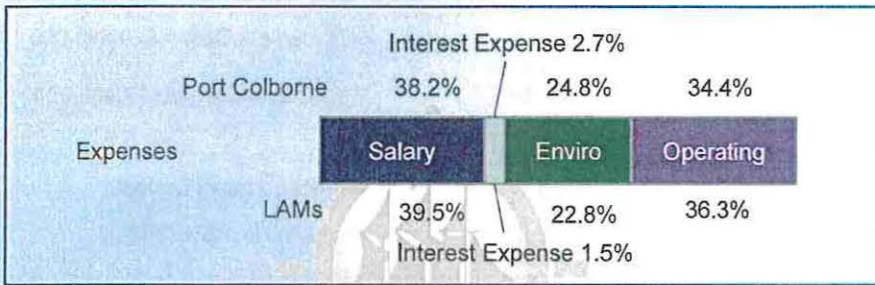
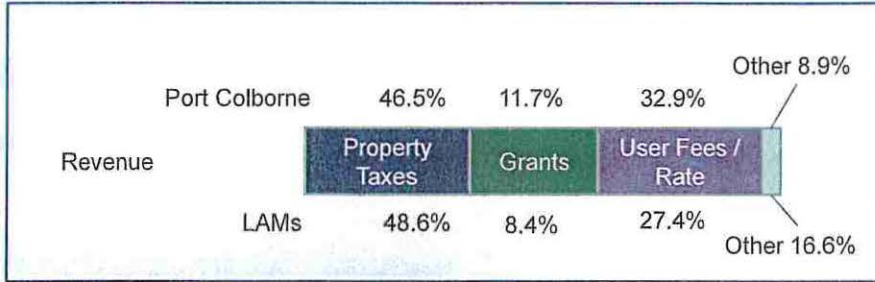
## Key Policy Development

- As outlined in Report 2020-97 (July 27, 2020)
  - Investment Policy (Approved August 24, 2020)
  - Capital Policy (to Council September 28, 2020)
  - Reserve Policy (to Council September 28, 2020)
  - Travel, Meals and Hospitality Expense Policy (to Council November 23, 2020)
  - Professional Expense Policy (to Council November 23, 2020)
- Additionally
  - Borrowing Policy (to Council September 28, 2020)
  - Delegation of Authority Policy (to Council in 2021)

## Continuous Improvement

- Strategic Plan
  - Process to move forward with next steps now with the hiring of the Manager of Strategic Initiatives
- KPMG Review (to Council November 23, 2020)
  - Funded by the Modernization Grant (noted in Report 2020-116)
- Strategic Plan and KPMG Review to inform
  - Establishment of Key Performance Indicators (KPI) and related alignment activities (Spring 2021)

# KPI: Allocation



\*Using unweighted average 2018 FIR

# KPI: Capital



Amortization ≈ \$5,400,000  
 Exceeding amortization by \$945,950\*

Replacement Cost ≈ \$10,800,000  
 Under investing by \$4,454,050\*

\* Assumption is all funds are spent on asset replacement - as per Report 2020-125 = \$3,600,000 relates to asset replacement

# KPI: Capital



Spend on capital asset replacement = \$3,600,000 ← \$6,345,950



- Action Items:
  - Apply Construction CPI to the Capital and Related Project Budget funding envelope
  - Increases the historical catch-up factor from 1.25% to 1.5% (2021) and move toward 2% thereafter.
- Capital Policy (to Council September 28, 2020)

# KPI: Reserves

Port Colborne  
Reserves / Revenue  
≈ 40%  
Estimate  
2020 Year End

LAM\*  
Reserves / Revenue  
54%  
Using unweighted  
average 2018 FIR

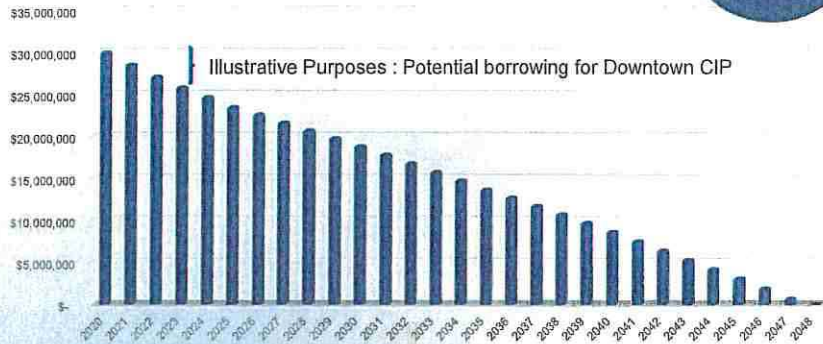
1. Reserves to Revenue is a metric of financial flexibility to support strategic investments and short term stabilization in an emergency (e.g. Pandemic)
2. Forecasted 2020 balance ≈ \$16,000,000 (includes \$3,500,000 in committed Capital and Related Project funding)
3. Action Items:
  - a. Financial Planning to incrementally move the City towards the LAM Reserve / Revenue average by 2040.
  - b. Consolidate and simplify reserves and related activity
4. Reserve Policy (to Council September 28, 2020)

\* Local Area Municipality (LAM)



# KPI: Borrowing

ARL ≈ 8%  
LAM ≈ 5%\*



- The chart above illustrates the City's current outstanding borrowing based on current repayment schedules.
- Borrowing Policy (to Council September 28, 2020)
  - Metric to watch is "net financial surplus/deficit" position
  - Proposed Target is balanced by 2040 [Balance ≈ (\$25,000,000) and only one other LAM has a negative balance] – this metric similar to Reserve discussion speaks to financial flexibility.

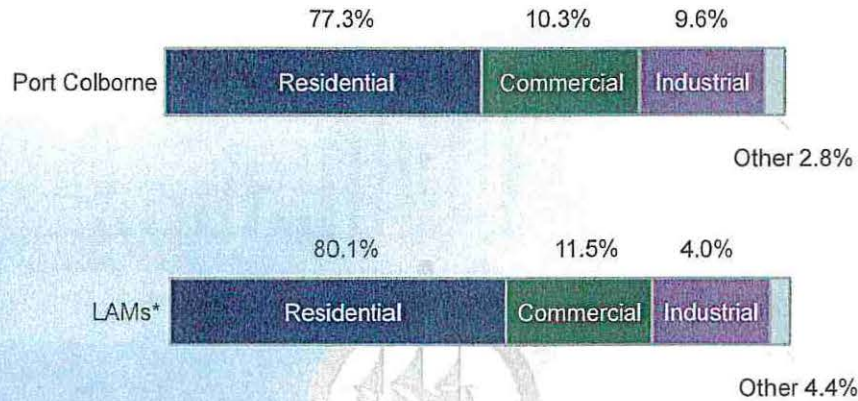
\*Using unweighted average 2018 FIR

# KPI: Unfunded Liabilities

- Employee Future Benefits (EFB), including WSIB
  - December 31, 2019 balance ≈ \$9,500,000
  - Action Items:
    - Recommended Reserve – 1/3 moving to 3/4 (to Council September 28, 2020)
    - Review benefits (to Council November 23, 2020)
- Environmental Liability ≈ Zero
  - Record if one exists and property no longer in use
  - Action Item:
    - Develop inventory of properties "at risk" (to Council Summer 2020) then consider next steps

Generational Equity

# Comparison Property Taxes



Using unweighted average 2018 FIR  
 \* Local Area Municipality (LAM)

# Property Taxes

Average Single Family Detached Home

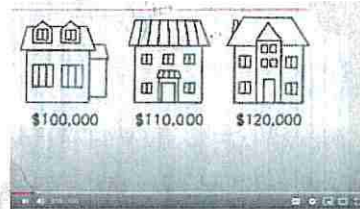
	Local	Regional	Education	Total
Port Colborne	\$ 1,720	\$ 1,309	\$ 300	\$ 3,329
LAM* Average	\$ 1,567	\$ 2,035	\$ 497	\$ 4,099

The owners of a single family detached residence in Port Colborne pay **\$770 less** than the average single family detached residence in the rest of the Niagara Region

\* Local Area Municipality (LAM)

# Assessment

- The Municipal Property Assessment Corporation's (MPAC) Assessment Update planned for 2020 postponed due to COVID-19
- The Niagara Region provides a video that explains the relationship between tax rates and assessment ([https://www.youtube.com/watch?v=QXi4U4mKr\\_g](https://www.youtube.com/watch?v=QXi4U4mKr_g))



# Water and Waste Water Rates

Increase over the two years (2019 and 2020)

	Port Colborne	Niagara Region
Water	6.93%	13.14%
Waste Water	10.32%	36.5%

This excludes impacts of flow changes. Water flows appear trending down from 2018 while waste water flows are trending up

Timeline: Proposed rate budget to be released November 9, 2020.

Options for monthly billing / Variable vs. Fixed Rate / Funding improvements will be included.

Thank You

## Budget Timeline

Budget Components	Port Colborne		Niagara Region	
	Budget Committee of the Whole	Council	Budget Committee of the Whole	Council
<b>Budget Timetable</b>		July 27, 2020	June 25, 2020	
<b>Capital and Related Projects Budget</b>	September 17, 2020	September 28, 2020 (Approval)	October 15, 2020	January 21, 2021 (Approval)
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<b>Levy Budget and User Fees</b>	October 28, 2020 (if required)	November 9, 2020 (Approval)	January 14, 2021	January 21, 2021 (Approval)
<b>Rate*</b>	December 2, 2020			
<b>Rate*</b>	December 7, 2020 (if required)	December 14, 2020 (Approval)	November 26, 2020	December 17, 2020 (Approval)

## Key Policy Development

- As outlined in Report 2020-97
  - Investment Policy (Approved August 24, 2020)
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  - Professional Expense Policy (to Council November 23, 2020)
- Additionally
  - Borrowing Policy (to Council September 28, 2020)
  - Delegation of Authority Policy (to Council Spring 2021)



# 2021 Capital and Related Capital Budget

September 17, 2020



## Agenda

- Recommendation
- Process
- Tax and Rate Impact
- Funding
  - Sources
  - Level
  - Detail
- Internal Financing / Debt Repayment
- Projects
  - Department
  - Highlights
- Community Improvement Project (CIP)



## Recommendation

That the Corporate Service Department, Financial Services Division, Report No. 2020-125 Subject: 2021 Capital and Related Projects Budget, be received; and

That the 2021 Capital and Related Projects Budget as outlined in Report 2020-125, be approved and that the projects identified in the 2021 Capital and Related Projects Budget can begin immediately where feasible.



## Process

The 2021 Capital and Related Project Budget was developed through a process that obtained both **Council and Staff input**. Staff based their recommendations after considering:

- A need to focus on maintaining and improving core infrastructure
- Organization capacity to complete the Capital and Related Projects Budget
- Organization financial flexibility

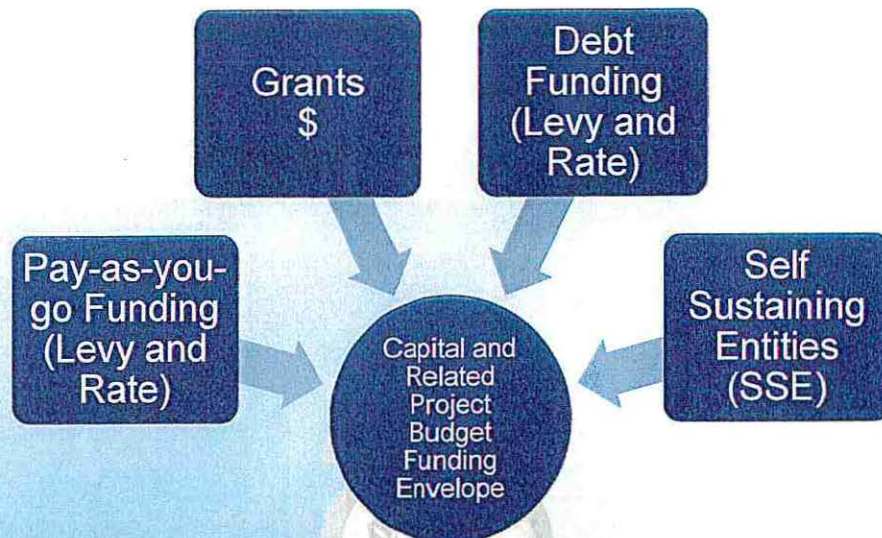


# Tax and Rate Impact

- 1% or \$34 increase to the average detached family house valued at \$196,036
- 1.8% or \$24 increase on water and wastewater for a house using 170 m3 of water

Report 2020-125

# Funding Sources





# Funding Level

Pay-as-you-go Funding (2021)	\$3,854,378	
Borrowing Costs (2021)	2,491,572	
	6,345,950	\$6,345,950
Amortization	5,400,000	
Annual Replacement Cost (per subject matter expert)		10,800,000
Achieving / (Underfunded)	\$945,950	(\$4,454,050)

New spend on capital asset replacement = \$3,600,000

Amortization = \$5,400,000

**Under investing by \$1,800,000**

Replacement Cost = \$10,800,000

**Under investing by \$7,200,000**

# Funding Detail

Funding Category	2020 Budget	Factor Increase (1.6)	CPI on "Pay-as-you-go" Costs (2.3%)	CPI on Borrowing Costs (2.3%)	Transfer from/to Borrowing to/from "Pay-as-you-go"	Transfer to Operating Budgets	Proposed 2021 Balance
<b>Funding for "Pay-as-you-go" Costs</b>							
Levy	2,108,260	286,176	48,490	40,017	148,402	(374,805)	2,256,540
Gas Tax	558,355	-	-	-	-	-	558,355
OCIF (Ontario Community Infrastructure Fund)	418,760	-	-	-	-	-	418,760
Water	438,851	77,598	10,048	8,379	-	(282,876)	250,000
Waste Water	508,853	89,839	11,704	-	-	(280,196)	350,000
Storm Sewer	-	11,400	-	12,324	-	-	23,724
	<b>4,028,079</b>	<b>464,813</b>	<b>70,241</b>	<b>60,719</b>	<b>148,402</b>	<b>(917,877)</b>	<b>3,854,378</b>
<b>Funding for Borrowing Costs</b>							
Borrowing Costs	2,639,974	-	(60,719)	(60,719)	(233,079)	-	2,406,895
Internal Financing - Marina (Ballon Payment Required 2025)	-	-	-	-	84,577	-	84,577
<b>Total Capital Funding</b>	<b>6,668,053</b>	<b>464,813</b>	<b>9,522</b>	<b>-</b>	<b>-</b>	<b>(917,877)</b>	<b>6,345,950</b>

Report 2020-125 – Appendix C

## Internal Financing / Debt Repayment

	Fire Truck	Marina (SSE)
Issued Debt in 2010	281,000	900,000
Repaid over 10 years	145,606	(466,354)
Balloon Payment	135,394	433,646
Recommended funding for balloon payment	Reserves	Internal financing over five years

- The balloon payment occurred because the debt repayment schedule was based on 15 years but the term of the debt was only 10 years. This is common and similar to a standard mortgage where the payments are often calculated over 25 or 30 years but the mortgage renews more frequently.
- The alternative to the proposed reserve funding or internal financing is external borrowing (formal approval for the recommended strategy will accompany the Borrowing and Reserve Policies at the September 28, 2020 Council meeting).

## Projects by Department

Project	Type	Budget	Levy	Rate	Grant - 2021	Grant - PY	Reserves	Other
Corporate Services		202,000	202,000	-	-	-	-	-
Community Services		456,360	105,000	-	-	268,000	82,360	-
Fire Department		95,000	95,000	-	-	-	-	-
Public Works		4,353,000	1,580,600	200,000	972,400	1,400,000	200,000	-
Library	DM / G	45,000	45,000	-	-	-	-	-
Museum	DM	5,000	5,000	-	-	-	-	-
Board and Committees		50,000	50,000	-	-	-	-	-
Marina - Hydro Pedestals	DM	15,000	-	-	-	-	-	15,000
Cemetery - Columbarium and Concrete Work	DM / SLE	40,000	-	-	-	-	-	40,000
Self Sustaining Entities		55,000	-	-	-	-	-	55,000
		5,210,360	2,032,900	200,000	972,400	1,668,000	282,360	55,000
Transfer to Capital Water		150,000	-	150,000	-	-	-	-
Transfer to Capital Waste Water		250,000	-	250,000	-	-	-	-
Transfer to Capital Levy		225,654	225,654	-	-	-	-	-
Transfer to Capital Storm		23,724	-	23,724	-	-	-	-
Reserve Transfers		640,378	225,654	423,724	-	-	-	-
<b>Total Capital Budget</b>		<b>5,859,738</b>	<b>2,258,254</b>	<b>623,724</b>	<b>972,400</b>	<b>1,668,000</b>	<b>282,360</b>	<b>55,000</b>

Current Year New Capital Contribution = 3,854,378

Report 2020-125 – Appendix A

## Some Project Highlights

- A 20% increase to the road reconstruction and maintenance budgets to \$1,440,000
- A proposal to perform a full infrastructure needs assessment of water, waste water and roads at a cost of \$750,000. The goal will be to assess the current condition and enhance planning and activities around unbilled water and waste water infiltration.
- Introduce flow monitors in the waste water system at a cost of \$100,000 to help isolate infiltration.
- A 20% increase to the sidewalk budget to \$150,000
- Replace the multi-use trail to Dain City at a cost of \$335,000

## Community Improvement Project (CIP)

- The Downtown CIP project was originally proposed as Clarence Street from West Street to Catharine Street.
- With Council's approval this project was expanded to design the infrastructure for the whole Downtown CIP.
- 
- As noted in Report 2020-116 this is a multi-year project moving towards tender ready for design with conceptual drawings which can facilitate a grant application, if required.
- Staff have been reviewing this project and as identified in Report 2020-116 recommend the timeline be adjusted so that the tender for engineering design follow at least preliminary work from the Infrastructure Needs Studies which will include asset condition assessments.

## Community Improvement Project (CIP)

- Adjusted budget reflected in this report reflects \$1,000,000 for engineering design.
- Previously it was estimated this project would cost \$4,500,000.
- The other funding representing a previous estimate of \$3,500,000 previously allocated (\$1,000,000) and planned to be allocated (\$2,000,000) to this project has been reallocated in this 2021 budget.
- In the absence of this change the 2021 capital budget would have been constrained by approximately 60%.
- Staff point out that in a best-case scenario there will be no meaningful physical construction of this project until 2022.
- Staff will recommend construction funding options during the 2022 Capital budget process which will consist of both grant and borrowing given the potential funding needs of the project.

Thank You

## Recommendation

That the Corporate Service Department, Financial Services Division, Report No. 2020-125 Subject: 2021 Capital and Related Projects Budget, be received; and

That the 2021 Capital and Related Projects Budget as outlined in Report 2020-125, be approved and that the projects identified in the 2021 Capital and Related Projects Budget can begin immediately where feasible.







Port Colborne Historical & Marine  
**MUSEUM**  
*...more than a museum!*

A meeting of the Board of Management of the Port Colborne Historical and Marine Museum was held February 18, 2020 at 7 p.m. at the L.R. Wilson Heritage Research Archives.

**Present:** Stephanie Powell Baswick, Donna Abbott, Claudia Brema, Bert Murphy, Margaret Tanaszi, Brian Heaslip, Bonnie Johnston, Marcia Turner, Terry Huffman, Councilor Eric Beauregard, Jeff Piniak Alexander Fazzari, Cheryl MacMillan, John Maloney and Abbey Stansfield.

**Regrets:** Bina Patel, Pam Koudjjs

In accordance with the Museum Board's Procedural Policy, Brian Heaslip led the nominations and elections for the Executive and Committee Chairs. Positions were voted on by a show of hands. The outcome of the election is as follows:

**Executive:**

**Chair** – Terry Huffman

**Vice Chair** – Brian Heaslip

**Finance Chair** – Marcia Turner

**Secretary** – Margaret Tanaszi

**Committee Chair:**

**Membership:** Claudia Brema

**Building & Property:** Brian Heaslip

**Accession:** Terry Huffman

**Program:** Cheryl MacMillan

**Fundraising:** Alexander Fazzari

**Policy:** Alexander Fazzari

**Marketing and Site Promotion:** Brian Heaslip

**Heritage:** Councillor Eric Beauregard

**Auxiliary Liaison:** Bonnie Johnston

**Members of Committees:**

**Membership:** Bonnie Johnston, Donna Abbott

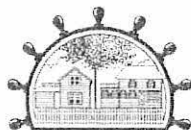
**Building & Property:** Margaret Tanaszi, Marcia Turner, Jeff Piniak, Bert Murphy, Terry Huffman, Pam Koudjjs, John Maloney

**Accession:** Claudia Brema, Bert Murphy, Marcia Turner, Bonnie Johnston, JEFF PINIAK,

**Program:** Margaret Tanaszi, Bina Patel

**Fundraising:** Donna Abbott, Pam Koudjjs

**Policy:** Bina Patel, Councilor Eric Beauregard



Port Colborne Historical & Marine  
**MUSEUM**  
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**Heritage:** John Maloney, Cheryl MacMillan, Marcia Turner, Bonnie Johnston

**Marketing:** Claudia Brema, Margaret Tanaszi, Bonnie Johnston

### **Minutes of Last Meeting**

**Moved by:** Cheryl MacMillan

**Seconded by:** Donna Abbott

**To:** Approve the Minutes of the Board of Management from January 20, 2020 as corrected. Motion Carried.

### **Business Arising From Minutes:**

Stephanie Powell Baswick inquired if the board would like to move forward with the quote to expand the museum's alarm and security system.

**Moved by:** Bonnie Johnston

**Seconded by:** Margaret Tanaszi

**To:** Approve the quote for \$4, 704.00 for the expansion of security services to be paid out of the operating budget. Motion Carried.

### **Correspondence:**

Stephanie Powell Baswick displayed the newsletters and magazines from other museums and heritage associations.

Councillor Eric Beauregard read a piece of correspondence from Mason Thomas, Facilities Supervisor, asking if there is an interest for the heritage committee to provide recommendations on heritage considerations for repairs on city buildings.

### **Curator Report:**

Stephanie Powell Baswick spoke on the retirement party held for Reception Volunteer, Nancy Sloan, who has been volunteering every Tuesday for 22 years. Nancy has indicated she will still happily volunteer at the Museum's annual events.

Stephanie reported she is in the process of completing and submitting applications for Young Canada Works Grants, Canada Summer Jobs, Summer Experience Grants and Rural Community Grants.

Museum and Archives volunteers are returning to their weekly volunteer positions in capacities which range from collections management to conservation work. The museum is also hosting a co-op student, Emily Klonowski, from Port Colborne High School. She will be working in the capacity of Museum Outreach Assistant.

Heritage Week is coming up and in recognition of this museum registrar, Michelle Vosburgh, has uploaded Facebook posts prepared by last year's summer student, Spencer Alder, showcasing some of the museum's sport-related artifacts to coordinate





Port Colborne Historical & Marine

# MUSEUM

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with the City's SportsFest week. In addition to this Education Programmer, Abbey Stansfield, will be speaking to the Port Colborne Sailing Club about Marine Archaeology.

## **Auxiliary Report:**

Bonnie Johnston reported that the building and property volunteer crew have been working on repairs on the upper story of the Tearoom.

The next Auxiliary meeting will be held in March to prepare for the upcoming season.

## **Fundraising Committee Report:**

No Report

## **Program Committee Report:**

Cheryl MacMillan reported that even with the terrible weather the Christmas festival wasn't a loss for the Museum because much of the cost of running the event is sponsored.

## **Building and Property Committee Report:**

Facilities Supervisor, Mason Thomas, would like to be on the site walkabout when the committee undertakes this in the spring.

Brian Heaslip reported he has been working with the Fire Department to coordinate the requirements for a working heritage stove for the Summer Kitchen and cooking demonstrations.

## **Finance Committee Report:**

No Report

## **Membership Committee Report**

Claudia Brema reported there are 12 museum members and 2 new life patrons for 2020.

## **Accession Committee Report:**

Next meeting will be held March 9, 2020.

## **Policy Report:**

No Report

## **Marketing and Site Promotion Committee:**

Brian Heaslip reported that at their last meeting there was discussion on the new building information plaques. The discussion was regarding whether it would be more



Port Colborne Historical & Marine  
**MUSEUM**  
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appropriate to have the information framed on the wall then on a standalone plaque. Brian also reported that the artist who developed the original site plan is currently working on a modernized version that he will be asked to come and present.

**Heritage Committee:**

Councillor Beauregard thanked the members who signed up for this new subcommittee. He suggested that the place to start at their first meeting would be to look at the properties that are on the list and see if they should really be on there at all.

**New Business:**

Councillor Beauregard suggested adding a space in the Museum Board meeting agenda for a council report should there be Board interest, when he could inform the board on what is going on at council.

Discussion was held as to whether there is the possibility to amend the museum's five year capital plans to include items that weren't a consideration during the development of the Strategic Plan.

Motion to Adjourn: Cheryl MacMillan