

**City of Port Colborne
Special Council Meeting 16-18 – Public Hearing
Monday, July 9, 2018 – 6:30 p.m.
Council Chambers, 3rd Floor, 66 Charlotte Street**

Agenda

- 1. Call to Order:** Mayor John Maloney
- 2. National Anthem:** Joel Longfellow
- 3. Confirmation of Agenda:**
- 4. Disclosures of Interest:**
- 5. Public Hearing Under the Planning Act:**

Official Plan Amendment and Application for Zoning By-law Amendment
Planning and Development Department, Planning Division, Report 2018-97, Subject: Public Meeting Report for Official Plan Amendment D09-01-18 & Zoning By-law Amendment D14-02-18, n/s Killaly Street West

- (i) Purpose of Meeting:
- (ii) Method of Notice:
- (iii) Explanation of Procedure to be Followed:
- (iv) Presentation of Official Plan Amendment and Application for Zoning By-law Amendment:
- (v) Comments of Applicant:
- (vi) Questions of Clarification to Applicant/Planning Staff:
- (vii) Oral Presentations and/or Questions from the Public:
- (viii) Announcement Respecting Written Notice of Passage of Official Plan Amendment and Zoning By-law Amendment:
- (ix) Explanation of Future Meetings:

- 6. Adjournment:**

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**Planning and Development Department
Planning Division**

Report Number: 2018-97

Date: July 9, 2018

**SUBJECT: Public Meeting Report for Official Plan Amendment D09-01-18 &
Zoning By-law Amendment D14-02-18, n/s Killaly Street West**

1) PURPOSE

The purpose of the report is to provide Council with information regarding a proposed Official Plan Amendment and Zoning By-law Amendment initiated by Michael Losier on behalf of the owner Sam Armenti for the property legally known as Part Lot 32, Concession 2, Former Township of Humberstone, in the City of Port Colborne, Regional Municipality of Niagara; municipally located on the north side of Killaly Street West between Main Street West and Third Avenue.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

The application for Official Plan Amendment proposes to add a special policy to the Highway Commercial designation in the Official Plan to support the use of warehousing.

The application for Zoning By-law Amendment proposes to change the zoning from HC - Highway Commercial to HC-48, which will add warehousing as a permitted use. The warehousing use is being sought to allow the operation of a self-storage facility on this property.

3) STAFF COMMENTS AND DISCUSSIONS

The Notice of Public Meeting was circulated to required agencies and property owners and within 120 metres of the property on June 18, 2018. A public notice sign was posted on the property on or before June 19, 2018. A public notice was also posted on the City's website on June 18, 2018.

At the time of writing this report, staff has not received any comments from the public, City divisions nor commenting agencies.

Planning Division

City of Port Colborne Official Plan

The City of Port Colborne Official Plan designates the property as Highway Commercial. The application for Official Plan Amendment proposes to add a special policy to the Highway Commercial designation to support the use of warehousing.

City of Port Colborne Zoning By-law 6575/30/18

The City of Port Colborne Zoning By-law 6575/30/18, zones the property **HC (Highway Commercial)** which permits the following uses: Animal Care Establishment; Day Care; Drive-Thru Facility; Existing Motor Vehicle Gas Station; Existing Motor Vehicle Repair Garage; Medical Clinic; Office; Personal Service Business; Place of Worship; Public Use; Recreation Facility; Restaurant, Fast Food; Restaurant, Full-Service; Restaurant, Take-Out; Retail Store; Service Commercial; Studio; Veterinary Clinic; and Uses, structures and buildings accessory thereto. The application for Zoning By-law Amendment proposes to change the zoning from HC - Highway Commercial to HC-48, which will add warehousing as a permitted use.

Adjacent Zoning and Land Use

<p>Northwest Motel Zoned: HC – Highway Commercial</p>	<p>North Automotive parts retailer Zoned: HC – Highway Commercial</p>	<p>Northeast Automotive parts retailer Zoned: HC – Highway Commercial</p>
<p>West Residential dwelling Zoned: HC – Highway Commercial</p>	<p>Applicant's Property</p>	<p>East Residential dwelling Zoned: HC – Highway Commercial</p>
<p>Southwest Vacant land Zoned: R4-30 Townhouse and/or apartment</p>	<p>South Vacant land Zoned: R4-30 Townhouse and/or apartment</p>	<p>Southeast Vacant land Zoned: R4-30 Townhouse and/or apartment</p>

Conclusions

The Official Plan Amendment is necessary to support the use of warehousing in addition to the current policies supported under the Highway Commercial designation.

The Zoning By-law Amendment is necessary to allow this property to be used as a self-storage facility. The Planning Division will provide Council with its recommendation report for both the Official Plan and Zoning By-law Amendments after comments have been received from the Public Meeting and the review agencies. This report will be available at a future Council meeting for Council's consideration.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing

N/A

b) Other Options

N/A

5) **COMPLIANCE WITH STRATEGIC PLAN INITIATIVES**

N/A

6) **ATTACHMENTS**

Appendix A: Draft Official Plan Amendment

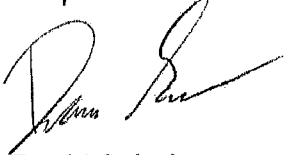
Appendix B: Draft Zoning By-law Amendment

7) **RECOMMENDATION**

That Public Hearing Report 2018-97 regarding applications for Official Plan Amendment (File No. D09-01-18) and Zoning By-law Amendment (File No. D14-02-18) for the north side of Killaly Street West be received for information.

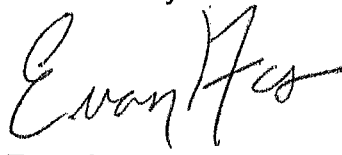
8) **SIGNATURES**

Prepared on June 27, 2018 by:



David Schulz
Planning Student

Reviewed by:



Evan Acs, MA, MSc
Planner

Reviewed by:



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

Reviewed and respectfully submitted by:



Chris Lee
Acting Chief Administrative Officer

THE CORPORATION OF THE CITY OF PORT COLBORNE

BY-LAW NO. _____
BEING A BY-LAW TO ADOPT AMENDMENT NO. 5 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;

THEREFORE the Council of The Corporation of the City of Port Colborne under Section 17(22) of the Planning Act, hereby enacts as follows:

1. That Official Plan Amendment No. 5 to the Official Plan for the City of Port Colborne Planning Area, consisting of the attached map and explanatory text is hereby adopted.
2. That this By-law shall come into force and take effect on the day of passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS ____ DAY OF _____, 2018.

MAYOR

CITY CLERK

DRAFT

AMENDMENT NO. 5
TO THE
OFFICIAL PLAN
FOR THE
PORT COLBORNE PLANNING AREA

PREPARED BY:
CITY OF PORT COLBORNE
DEPARTMENT OF PLANNING & DEVELOPMENT
JUNE 27, 2018

DRAFT

AMENDMENT NO. 5
TO THE
OFFICIAL PLAN
FOR THE
PORT COLBORNE PLANNING AREA

DRAFT

**AMENDMENT NO. 5
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. 2 to the Official Plan for the City of Port Colborne.

Date: _____

AMENDMENT NO. 5 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

DRAFT

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. 5 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. 5 is to expand uses for the subject lands, shown on the attached Schedule, in order to support the use of the property for warehousing.

Location

The lands affected by this amendment are located in Part Lot 32, Concession 2, Geographic Township of Humberstone, in the City of Port Colborne, Regional Municipality of Niagara municipally known as Killaly Street West.

Basis

Currently, the subject lands are designated Highway Commercial. An application has been made to initiate amendments to the City of Port Colborne's Official Plan and Zoning By-law as they relate to these lands in order to permit the use of the property for self-storage.

It is intended to concurrently approve an Amendment to the City's Zoning By-law 6575/30/18, rezoning of the lands from the existing "HC (Highway Commercial)" zone to site-specific "HC-48" zone that will permit the use of the property for warehousing or more specifically self-storage.

Planning staff has evaluated the proposed amendment in light of Official Plan policies, the public information process and general planning principles and have recommended approval of this Official Plan Amendment through Department of Planning and Development Report No. 2018-97 which is attached as Appendix II in Part C.

PART B - THE AMENDMENT

All of this part of the document entitled **PART "B"** – "The Amendment" consisting of the following text and map designated Schedule "A" constitutes Amendment No. 5 to the Official Plan for the City of Port Colborne. The Official Plan of the City of Port Colborne is hereby amended as follows:

Section 13 Site Specific Policies

13.2 Notwithstanding any provisions of Section 3.13 to the contrary, warehousing may be permitted on the lands described in Schedule A of the amendment and municipally located on the north side of Killaly Street West.

IMPLEMENTATION AND INTERPRETATION

The implementation and interpretation of this amendment shall be in accordance with

the respective policies of the Port Colborne Official Plan and an amendment to the City Zoning By-law to rezone the subject lands.

PART C – THE APPENDICES


The following appendices do not constitute part of Amendment No. 5 but are included as information to support the Amendment.

APPENDIX I – Minutes of the Public Meeting dated July 9, 2018

APPENDIX II – Department of Planning & Development Report 2018-97

DRAFT



<p>THIS IS SCHEDULE "A" TO BY-LAW NO _____</p> <p>PASSED THE _____, 2018</p> <p>_____</p> <p>MAYOR</p> <p>_____</p> <p>CLERK</p>	<p> LANDS TO BE REZONED FROM HIGHWAY COMMERCIAL (HC) ZONE TO HC-48</p> <p>JUNE 2018</p> <p>FILE NO D09-01-18 & D14-02-18</p> <p>DRAWN BY; CITY OF PORT COLBORNE PLANNING DIVISION</p> <p>NOT TO SCALE</p>
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DRAFT 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 RESPECTING LANDS LEGALLY DESCRIBED AS PART LOT 32, CONCESSION 2, MUNICIPALLY KNOWN AS KILLALY STREET WEST.

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, and pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, the Corporation of the City of Port Colborne enacts as follows:

- 1. This amendment shall apply to those lands described on Schedule "A" attached to and forming part of this by-law.
- 2. That the Zoning Map referenced as Schedule "A" forming part of By-law 6575/30/18 is hereby amended by changing those lands described on Schedule A from Highway Commercial (HC) Zone to HC-48.
- 3. That Section 37 entitled SPECIAL EXCEPTIONS AND PROVISIONS of Zoning By-law 6575/30/18, is hereby further amended by adding the following:

HC-48

In addition to the uses permitted in the Highway Commercial (HC) Zone, this land may also be used for warehousing and uses, buildings and structures accessory thereto.


- 4. 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.
- 5. 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.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS ____ DAY OF _____, 2018.

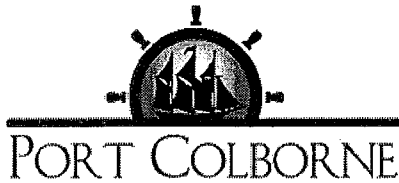
John Maloney, MAYOR

Amber LaPointe, CLERK



<p>THIS IS SCHEDULE "A" TO BY-LAW NO _____</p> <p>PASSED THE _____, 2018</p> <p>_____</p> <p>MAYOR</p> <p>_____</p> <p>CLERK</p>	<p> LANDS TO BE REZONED FROM HIGHWAY COMMERCIAL (HC) ZONE TO HC-48</p> <p>JUNE 2018</p> <p>FILE NO D09-01-18 & D14-02-18</p> <p>DRAWN BY; CITY OF PORT COLBORNE PLANNING DIVISION</p> <p>NOT TO SCALE</p>
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**City of Port Colborne
Regular Meeting of Committee of the Whole 15-18
Monday, July 9, 2018
following the Special Meeting of Council
Council Chambers, 3rd Floor, 66 Charlotte Street**

Agenda

- 1. Call to Order:** Mayor John Maloney
- 2. Introduction of Addendum and Delegation Items:**
- 3. Confirmation of Agenda:**
- 4. Disclosures of Interest:**
- 5. Adoption of Minutes:**
 - (a) Regular meeting of Committee of the Whole 14-18, held on June 25, 2018.
- 6. Determination of Items Requiring Separate Discussion:**
- 7. Approval of Items Not Requiring Separate Discussion:**
- 8. Presentations:**
- 9. Delegations (10 Minutes Maximum):**
 - (a) Margaret Josipovic, Project Expeditor, City of St. Catharines Re: Housing Action Plan 2017 (Page No. 23)
- 10. Mayor's Report:**
- 11. Regional Councillor's Report:**
- 12. Councillors' Items:**
 - (a) Councillors' Issues/Enquiries
 - (b) Staff Responses to Previous Councillors' Enquiries
- 13. Consideration of Items Requiring Separate Discussion:**
- 14. Notice of Motion:**
- 15. Adjournment:**

Upcoming Committee of the Whole and Council Meetings

Monday, July 23, 2018	Committee of the Whole/Council – 6:30 P.M.
Monday, August 13, 2018	Committee of the Whole/Council – 6:30 P.M.
Monday, August 27, 2018	Committee of the Whole/Council – 6:30 P.M.
Monday, September 10, 2018	Committee of the Whole/Council – 6:30 P.M.
Monday, September 24, 2018	Committee of the Whole/Council – 6:30 P.M.

Note: If not otherwise attached to the staff report, by-laws are published and available for review under the "Consideration of By-laws" section of the Council agenda.

Committee Items:

Notes	Item	Description / Recommendation	Page
JDM BB RB AD FD YD DE BK JM	1.	<p><u>Planning and Development Department, Planning Division, Report 2018-95, Subject: Stopping Up and Closing Parts of Empire and Michael Roads and Sale to Sun Communities Operating Limited Partnership</u></p> <p>That the by-law to stop up and close, declare surplus to the needs of the municipality and to sell part of the Empire Road and Michael Road allowances, being Part 1 on Plan 59R-161032 and Plan 59R-165103 be approved; and</p> <p>That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Sun Communities Operating Limited Partnership for the purchase of, for \$525,000, the Empire Road and Michael Road allowances, being Part 1 on Plan 59R-161032 and Plan 59R-165103; and</p> <p>That Council place \$525,000 into a reserve for expenditures related to Community and Economic Development Department projects as identified in the 2018 Strategic Planning Session and to be determined by the future Parks and Recreation Master Plan; and</p> <p>That the Mayor and Clerk be authorized to sign and execute any and all documents respecting the sale these lands.</p>	31
JDM BB RB AD FD YD DE BK JM	2.	<p><u>Planning and Development Department, Planning Division, Report 2018-98, Subject: Proposed Site Plan Agreement for Farmedica Corporation, 3786 Highway 3, East</u></p> <p>That entering into a site plan agreement with Karen Anne Neufeld with respect to 3786 Highway 3 East be approved and that the Mayor and Clerk be authorized to sign and execute said agreement.</p>	45
JDM BB RB AD FD YD DE BK JM	3.	<p><u>Corporate Services Department, Finance Division, Report 2018-90, Subject: Cancellation, Reduction or Refund of Realty Tax</u></p> <p>That the applications pursuant to Section 357/358 of the Municipal Act, 2001, as amended, numbered 2015-40, 2018-01, and 2018-02 be approved to cancel or reduce taxes in the total amount of \$18,179.51, in which \$7,604.30 is the municipal portion.</p>	55

Note: If not otherwise attached to the staff report, by-laws are published and available for review under the "Consideration of By-laws" section of the Council agenda.


JDM AD DE	BB FD BK	RB YD JM	4.	<p><u>Corporate Services Department, Finance Division, Report 2018-94, Subject: 2017 Audit Plan</u></p> <p>That the 2017 Audit Plan prepared by Grant Thornton, attached to Corporate Services Department, Finance Division Report 2018-94 be received for information.</p>	59
JDM AD DE	BB FD BK	RB YD JM	5.	<p><u>Corporate Services Department, Finance Division, Report 2018-96, Subject: Port Colborne Welland LINK Bus Route and Schedule Changes</u></p> <p>That the Port Colborne Welland LINK bus route change and schedule change to accommodate the provision of three (3) additional trips for the transit service between Port Colborne and Welland as described in Corporate Services Department, Finance Division Report 2018-96, be approved, effective September 1, 2018.</p>	85
JDM AD DE	BB FD BK	RB YD JM	6.	<p><u>Community and Economic Development Department, Events Division, Report 2018-101, Subject: Canal Days – Bass Pro Range</u></p> <p>That in accordance with Community and Economic Development Department, Events Division, Report 2018-101, exception be approved to by-law 2499/115/90, the Discharge of Firearms By-law, to permit Bass Pro Outdoor World to operate a BB gun shooting range at Canal Days 2018, August 3-6, 2018.</p>	93
Miscellaneous Correspondence					
JDM AD DE	BB FD BK	RB YD JM	7.	<p><u>Region of Niagara Re: 2017 Annual Financial Report</u></p> <p>That the correspondence received from the Region of Niagara Re: 2017 Annual Financial Report, be received for information.</p> <p>The 2017 Annual Financial Report may be found at the following link: https://www.niagararegion.ca/business/finance/annual-reports/default.aspx</p>	97
JDM AD DE	BB FD BK	RB YD JM	8.	<p><u>Region of Niagara Re: Regional Official Plan Amendment 13 - Transportation Policies (PSD Report 27-2018)</u></p> <p>That the correspondence received from the region of Niagara Re: Regional Official Plan Amendment 13 – Transportation Policies (PDS Report 27-2018), be received for information.</p>	99

Note: If not otherwise attached to the staff report, by-laws are published and available for review under the "Consideration of By-laws" section of the Council agenda.

JDM AD DE	BB FD BK	RB YD JM	9.	<p><u>Region of Niagara Re: Petition – Holding Elected Officials to a Higher Standard</u></p> <p>That the correspondence received from the Region of Niagara Re: Petition – Holding Elected Officials to a Higher Standard, be received for information.</p>	133
JDM AD DE	BB FD BK	RB YD JM	10.	<p><u>Region of Niagara Re: Trade with the United States and Protecting Canadian Jobs</u></p> <p>That the correspondence received from the Region of Niagara Re: Trade with the United States and Protecting Canadian Jobs, be received for information.</p>	137
JDM AD DE	BB FD BK	RB YD JM	11.	<p><u>Memorandum for Gina Tartaglia, Event Coordinator Re: Canal Days 2018 – Royal Canadian Legion, Branch 56, Request for Letter of Non Objection regarding a Temporary Licence Extension</u></p> <p>That the Council of The Corporation of the City of Port Colborne does not object to the application for a Temporary Licence Extension to an existing licence held by the Royal Canadian Legion, Branch 56, located at 67 Clarence Street, Port Colborne, on August 4, 5, and 6, 2018 during the Canal Days Marine Heritage Festival, as outlined in the correspondence from Harry Hamilton, Branch President, dated June 15, 2018, subject to the following conditions:</p> <ul style="list-style-type: none"> • That the applicant shall satisfy and comply with all applicable regulatory requirements, rules and provisions; • That where the area is enclosed (by the building and permanent and temporary fencing) there shall be two separate, unrestricted, exits from the area that are a minimum of four feet in width; and • That Port Colborne Fire and Emergency Services shall inspect the site on August 4. 	139
Outside Resolutions – Requests for Endorsement					
Nil.					
Responses to City of Port Colborne Resolutions					
Nil.					

Note: If not otherwise attached to the staff report, by-laws are published and available for review under the "Consideration of By-laws" section of the Council agenda.

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Housing Action Plan 

CITY OF ST. CATHARINES

Background

January 30th Council Motion – Housing Action Plan:

“That Council direct staff to prepare a comprehensive report on the City’s policy tools and options to encourage the development of affordable housing, including a review of policies related to secondary suites and inclusionary zoning, regulations and allowances for mini houses, live work spaces, modular homes and laneway homes, as well as a review of the CIP program and development charges policy and other creative incentive options to support the creation of affordable housing in St. Catharines.”

CITY OF ST. CATHARINES

Context- What is affordable housing?

OWNERSHIP	
Least expensive of:	Purchase price results in annual accommodation costs which do not exceed 30 percent of gross annual household income for low and moderate income households
	Housing for which the purchase price is at least 10 percent below the average purchase price of a resale unit in the regional market area
RENTAL	
Least expensive of:	Rent does not exceed 30 percent of gross annual household income for low and moderate income households
	Rent is at or below the average market rent of a unit in the regional market area

CITY OF ST. CATHARINES

Context- Government Roles

Federal	Provincial
<ul style="list-style-type: none"> • Creation of policies/regulations • National housing strategies • Funding supply 	<ul style="list-style-type: none"> • Creation of policies/regulations • Legislative framework • Funding supply • Policy documents
Regional	Municipal
<ul style="list-style-type: none"> • Community services • Housing provider • Oversight and administration for local non-profits • Creation of regional policy • Incentive provision 	<ul style="list-style-type: none"> • Policy creation • Implementation of provincial and regional policy • Official plan/zoning by-law • Incentive provision

CITY OF ST. CATHARINES

Issues Identified

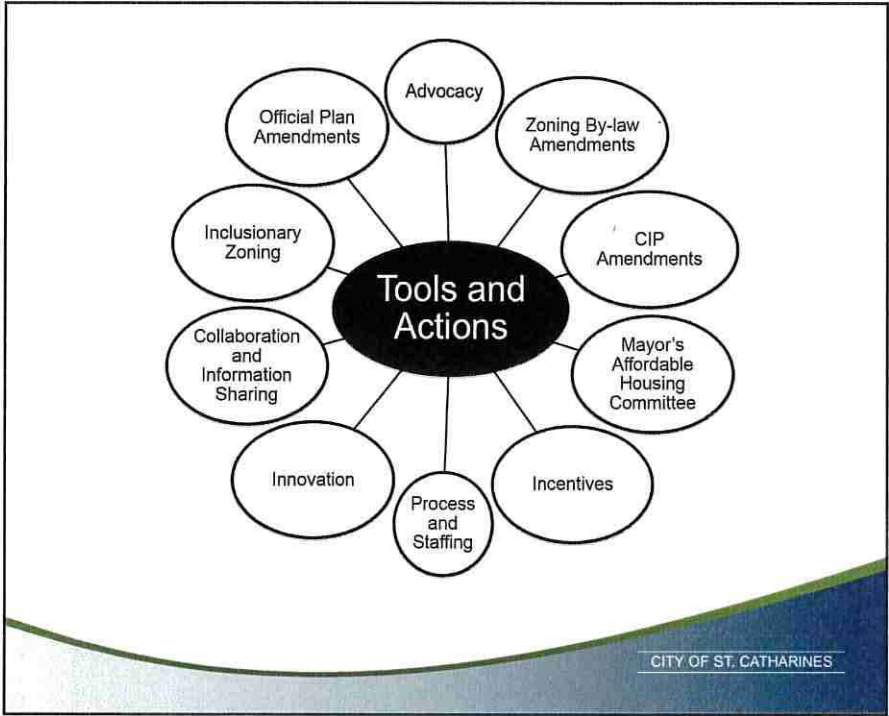
- Lack of units
- Poor condition of units
- NRH wait list
- Unit configuration
- Increasing market prices
- Public opinion/perception
- Cost of development
- Availability of funding
- Access to funding
- Landlord issues
- Long term affordability is difficult to ensure
- Innovative options are hindered by regulations
- Strict building code requirements

CITY OF ST. CATHARINES

Current Practices

- Official Plan policies
- Zoning By-law 2013-283 regulations
- Collaboration

CITY OF ST. CATHARINES



Tool/Action Item
Advocacy
Petition MAH for funding
Request use of Provincial/Federal lands for affordable housing projects
Examine option of creating a municipal service corporation
Create policy that all surplus municipal lands be first considered for affordable housing
Public transit improvement advocacy

CITY OF ST. CATHARINES

Tool/Action Item

Zoning By-law Amendments

- Permit detached accessory apartments without a zoning amendment
- Increase size allowances for interior accessory apartments
- Examine parking exemption areas
- Consider prohibition of downsizing
- Encourage built-in accessory apartments in new developments

CITY OF ST. CATHARINES

Tool/Action Item

Official Plan Amendments

- Amend condo conversion policies
- Consider waiving of parkland dedication for affordable housing projects
- Inclusionary zoning
- Demolition control areas
- Strengthen affordable housing polices in the GCP

CITY OF ST. CATHARINES

Tool/Action Item
Process and Staff
Separate approval process
Automatic waiving of fees
More certainty at preconsultation
Extended site plan approval dates
Staff member that specializes in affordable housing
Consultation with development community on process streamlining

CITY OF ST. CATHARINES

Tool/Action Item
Community Improvement Plan Amendments
Add "affordable housing" as a value added ranking criteria
Sunset clause for inactive current approvals to free up funding
Creation of CIP affordable housing grant

CITY OF ST. CATHARINES

Tool/Action Item
Incentives
Dedicated staff contact for grant research and information
Adjustment of tax rates – condo vs rental
Density bonusing

CITY OF ST. CATHARINES

Tool/Action Item
Collaboration and Information Sharing
Public education campaign
Profiles of success
Information sharing across municipalities in the Region
Information sharing through professional associations

CITY OF ST. CATHARINES

Tool/Action Item	Innovation
Staff support of innovative housing options <ul style="list-style-type: none">• Mini homes• Container and modular housing• Flex housing• 3D printing• Co-operative student housing	
Use of publicly owned properties/buildings	
Municipality partaking in the development process	
Creation of housing competitions for planning universities in Ontario	

CITY OF ST. CATHARINES

Questions?

Margaret Josipovic

Project Expediter

City of St. Catharines

905 688 5601 ext 1723

mjosipovic@stcatharines.ca

CITY OF ST. CATHARINES

Report Number: 2018-95

Date: July 9, 2018

SUBJECT: Stopping up and closing of parts of Empire and Michael Roads and sale to Sun Communities Operating Limited Partnership

1) PURPOSE

The purpose of this report is to stop up and close a portion of Empire and Michael Road road allowances and to sell it to Sun Communities Operating Limited Partnership (Sherkston Shores Resort).

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES:

In accordance with the *Municipal Act* and City policy, Council received Planning and Development Report 2018-72 regarding the stopping up and closing a part of Empire and Michael Roads and held a public meeting on June 11, 2018. The portion of the Empire Road road allowance proposed to be closed is known as Part 1 on Plan 59R-16102. The portion of the Michael Road road allowance proposed to be closed is known as Part 1 on Plan 59R-16103.

The public was made aware that the road allowances proposed to be closed would be sold to Sherkston Shores Resort subject to Council's approval. At the public meeting, members of the public voiced concern about the use of City property without compensation, limited access to the Lake Erie shoreline and future use of Michael Road by Sherkston Shores Resort.

3) STAFF COMMENTS AND DISCUSSIONS:

Staff have discussed concerns with members of the public and Sherkston Shores Resort and are satisfied that the sales agreement addresses all matters raised. The attached sales agreement with Sherkston Shores Resort is in compliance with the City's land sale policy.

The City will sell the properties for \$525,000 plus any applicable HST. Sun Communities Operating Limited Partnership will be responsible for the City's reasonable, out-of-pocket costs in connection with the preparation of, and carrying out the terms of and transactions under this Agreement, including any surveying, registration or legal costs in respect thereof.

The following terms contained within the sales agreement addresses concerns raised by the public respecting the sale of the unopened road allowances and are covered in the agreement:

"At the same time as the Road Allowance Conveyance is completed, SSI Property will grant an easement, on such terms which are acceptable to both the City and SSI Property and in priority to all encumbrances, in favour of the City and all members of the public who are "LOS1R0

Residents” (as defined below) for purposes of using the Road Allowance Lands to and from Sherkston Beach as follows:

- i. “LOS 1R0 Residents” are individuals whose names/address are registered on a City of Port Colborne tax bill, Ontario government issue drivers licence or health card to verify the address of LOS 1R0. For greater certainty, if the postal code of LOS 1R0 is changed or replaced, then the references in this Agreement to “LOS 1R0” will be automatically amended to include the replacement postal code or postal codes (in order that the change or replacement of the postal code will not affect those individuals or lands which benefit from the easement under this Agreement).
- ii. LOS 1R0 Resident’s access to Sherkston’s beaches is granted by pedestrian traffic only during the Sherkston Shores Resort’s beach dates/hours of operations.
- iii. LOS 1R0 Residents must register with Sherkston Shores Resort’s main office and must agree to all resort rules before entering the resort property (this is done yearly).
- iv. LOS 1R0 Resident’s access is restricted to Elcan Hwy and Wyldewood Beach Road which access Sherkston beaches.
- v. LOS 1R0 Residents shall not have access to the amenities within the Sherkston Shores Resort, unless otherwise agreed to by Sun.
- vi. After the closing, the City will be granted access for the maintenance of the abandoned cemetery next to the Road Allowance Lands and SSI Property will provided unrestricted access to the City, or persons authorized by the City, to attend at the cemetery for purposes of viewing, visiting or maintenance, if so required by the City. Provided, however, SSI Property agrees to maintain, at its cost (and no cost to the City) the cemetery in a clean, neat and appropriately groomed condition on behalf of the City in perpetuity. SSI Property agrees to enter into any such easements, agreements or registrations that the City may require to reflect this understanding with respect to the cemetery.
- vii. Sun will be responsible for the City’s reasonable, out-of-pocket costs in connection with the preparation of, and carrying out the terms of and transactions under, this Agreement, including any surveying, registration or legal costs in respect thereof. These costs will be credited to the City at the time the Road Allowance Lands are conveyed to SSI Property. For greater certainty, the parties agree that one or more reference plans may need to be deposited to depict the Road Allowance Lands.

- viii. SSI Property confirms its understanding that title to the Road Allowance Lands must be merged with the adjoining lands at the time of the Road Allowance Conveyance. SSI Property shall not be entitled to direct title to the Road Allowance Lands into the name of any other person or entity.
- ix. SSI Property confirms that except as specifically set out herein, it is purchasing the Road Allowance Lands on an “as is, where is” basis without any representation or warranty whatsoever as to the Road Allowance Lands; including, without limiting the generality of the foregoing; (i) the physical and environmental condition of the Road Allowance Lands; and (ii) any planning or land use regulations or restrictions, or any encumbrances, whether such encumbrances are registered on title or not, that may affect or encumber (as the case may be) the Road Allowance Lands. On or prior to the conveyance of the Road Allowance Lands, SSI Property will execute and deliver the following documents which will survive the closing and be in a form acceptable to the City: (i) an “as is, where is” acknowledgement to confirm the provisions of this Subsection 1(e); and (ii) a release and indemnity in favour of the City with respect to any claims, liabilities or other obligations that the City may incur in connection with its ownership of the Road Allowance Lands prior to the Road Allowance Conveyance.
- x. SSI Property shall not request from the City the production of any title deed, abstract, survey or other evidence of title to the Road Allowance Lands.
- xi. SSI Property will deliver a covenant in favour of the City, which will survive closing, not to allow legal access from and to Michael Road to and from any residential or other properties that are within the Sherkston resort lands, except as provided for herein.”

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

Discussions on potential sale of, in particular, the unopened portion of the Empire Road allowance contained within the current Sherkston Shores resorts has been an on again of again process for well over a decade. While there have been tentative agreements reached in the past there has never been, until this report, a final agreement acceptable to both parties.

Staff recommend that Council place the \$525,000 into a reserve for expenditures to enhance access to other City owned beaches, as well as Nickel Beach and Sugarloaf Marina, which were identified in the recently completed Strategic Plan as desirable areas for City investments in improvements to same to promote additional use and tourism potential. The Community and Economic Development department intends to tender a Recreation Master Plan in 2018 and staff expects that implementing the

recommendations of the master plan will come with associated budget requirements that could be defrayed using these funds.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES:

N/A

6) ATTACHMENTS:

Appendix A: Draft Agreement of Purchase and Sale

7) RECOMMENDATION

That the by-law to stop up and close, declare surplus to the needs of the municipality and to sell part of the Empire Road and Michael Road allowances, being Part 1 on Plan 59R-161032 and Plan 59R-165103 be approved; and

That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Sun Communities Operating Limited Partnership for the purchase of, for \$525,000, the Empire Road and Michael Road allowances, being Part 1 on Plan 59R-161032 and Plan 59R-165103; and

That Council place \$525,000 into a reserve for expenditures related to Community and Economic Development Department projects as identified in the 2018 Strategic Planning Session and to be determined by the future Parks and Recreation Master Plan; and

That the Mayor and Clerk be authorized to sign and execute any and all documents respecting the sale these lands.

8) SIGNATURES

Prepared on June 27, 2017 by:



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

Reviewed by:



Cecil Vincent
Manager of Special Projects and
Corporate Strategic Initiatives

Approved and respectfully submitted by:



Chris Lee
Acting Chief Administrative Officer

AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is dated as of the ____ day of _____, 2017.

B E T W E E N:

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter called “**Port Colborne**”)

OF THE FIRST PART;

- and -

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership, and **SSI PROPERTY GP INC.**, an Ontario corporation (hereinafter collectively called “**Sun**”)

OF THE SECOND PART.

WHEREAS:

- A. SSI Property GP Inc. is the registered owner of the lands described in Schedule “A” hereto (the “**Sun Lands**”);
- B. Sun Communities Operating Limited Partnership is the indirect sole shareholder of SSI Property GP Inc. (“**SSI Property**”) and has agreed to be jointly and severally liability with SSI Property for all obligations under this Agreement;
- C. The City is the registered owner of the lands depicted in Schedule “B” hereto (the “**Road Allowance Lands**”);
- D. The City has agreed to convey to SSI Property the Road Allowance Lands for FIVE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (CAD \$525,000.00) and subject to the terms and conditions set out herein.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City will convey to SSI Property the Road Allowance Lands on the Closing Date (as that term is defined below) for FIVE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (CAD \$525,000.00), plus any applicable H.S.T. (the “**Road Allowance Conveyance**”) by way of a certified trust cheque drawn on an Ontario lawyer’s trust account, subject to the following conditions:
 - (a) At the same time as the Road Allowance Conveyance is completed, SSI Property will grant an easement, on such terms which are acceptable to both the City and SSI Property and in priority to all encumbrances, in favour of the City and all members of the public who are “L0S1R0 Residents” (as defined below) for purposes of using the Road Allowance Lands to and from Sherkston Beach as follows:
 - (i) “L0S1R0 Residents” are individuals whose names/address are registered on a City of Port Colborne tax bill, Ontario government issue drivers licence or health card to verify the address of L0S1R0. For greater certainty, if the postal code of L0S 1R0 is changed or replaced, then the references in this Agreement to “L0S 1R0” will be automatically amended to include the replacement postal code or postal codes (in order that the change or replacement of the postal code will not affect those individuals or lands which benefit from the easement under this Agreement).
 - (ii) L0S1R0 Resident’s access to Sherkston’s beaches is granted by pedestrian traffic only during the Sherkston Shores Resort’s beach dates/hours of operations.
 - (iii) L0S1R0 Residents must register with Sherkston Shores Resort’s main office and must agree to all resort rules before entering the resort property (this is done yearly).
 - (iv) L0S1R0 Resident’s access is restricted to Elcan Hwy and Wyldewood Beach Road which access Sherkston beaches.
 - (v) L0S1R0 Residents shall not have access to the amenities within the Sherkston Shores Resort, unless otherwise agreed to by Sun.
 - (b) After the closing, the City will be granted access for the maintenance of the abandoned cemetery next to the Road Allowance Lands and SSI Property will provided unrestricted access to the City, or persons authorized by the City, to attend at the cemetery for purposes of viewing, visiting or maintenance, if so required by the City. Provided, however, SSI Property agrees to maintain, at its cost (and no cost to the City) the cemetery in a clean, neat and appropriately groomed condition on behalf of the City in perpetuity. SSI Property agrees to

enter into any such easements, agreements or registrations that the City may require to reflect this understanding with respect to the cemetery.

- (c) Sun will be responsible for the City's reasonable, out-of-pocket costs in connection with the preparation of, and carrying out the terms of and transactions under, this Agreement, including any surveying, registration or legal costs in respect thereof. These costs will be credited to the City at the time the Road Allowance Lands are conveyed to SSI Property. For greater certainty, the parties agree that one or more reference plans may need to be deposited to depict the Road Allowance Lands.
 - (d) SSI Property confirms its understanding that title to the Road Allowance Lands must be merged with the adjoining lands at the time of the Road Allowance Conveyance. SSI Property shall not be entitled to direct title to the Road Allowance Lands into the name of any other person or entity.
 - (e) SSI Property confirms that except as specifically set out herein, it is purchasing the Road Allowance Lands on an "as is, where is" basis without any representation or warranty whatsoever as to the Road Allowance Lands, including, without limiting the generality of the foregoing; (i) the physical and environmental condition of the Road Allowance Lands; and (ii) any planning or land use regulations or restrictions, or any encumbrances, whether such encumbrances are registered on title or not, that may affect or encumber (as the case may be) the Road Allowance Lands. On or prior to the conveyance of the Road Allowance Lands, SSI Property will execute and deliver the following documents which will survive the closing and be in a form acceptable to the City: (i) an "as is, where is" acknowledgement to confirm the provisions of this Subsection 1(e); and (ii) a release and indemnity in favour of the City with respect to any claims, liabilities or other obligations that the City may incur in connection with its ownership of the Road Allowance Lands prior to the Road Allowance Conveyance.
 - (f) SSI Property shall not request from the City the production of any title deed, abstract, survey or other evidence of title to the Road Allowance Lands.
 - (g) SSI Property will deliver a covenant in favour of the City, which will survive closing, not to allow legal access from and to Michael Road to and from any residential or other properties that are within the Sherkston resort lands, except as provided for herein.
2. The depiction of the Road Allowance Lands in Schedule "B" hereto is only an estimate of the location of those lands. The parties to this Agreement confirm their understanding that the specific boundaries of the Road Allowance Lands may be subject to further changes and revisions and they will be delineated in reference plans to be deposited on title prior to closing, provided such changes or revisions are acceptable to the parties to this Agreement, acting reasonably

3. Upon Sun's execution and delivery of this Agreement, the City covenants to commence the process to close the Road Allowance Lands (the "**Road Closure**") in accordance with the provisions of the *Municipal Act, 2001* and any other applicable laws (the "**Applicable Laws**"). In the event that the Road Closure cannot be completed in accordance with the Applicable Laws on or before [NTD: **Outside Expiry Date**], then either party may, on written notice to the other party, terminate this Agreement and, upon doing so, both parties will be released from any further obligations under this Agreement.
4. The parties agree that the "**Closing Date**" for the conveyance of the Road Allowance Lands will be the date that is thirty (30) days after the completion of the Road Closure in accordance with the Applicable Laws.
5. The City will not collect HST if Sun provides to the City a warranty that Sun is registered under the *Excise Tax Act* ("**ETA**"), together with a copy of the Sun's ETA registration, a warranty that Sun shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the City in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction.
6. Any notice, demand, request or other communication (the "**Communication**") to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery or by mailing by registered mail with postage thereon, fully prepaid in a sealed envelope addressed to the intended recipient as follows:
 - a. to Sun at:

c/o Sun Communities, Inc.
27777 Franklin Road, Suite 200
Southfield, MI 48034
Attn: Tom O'Branovic
 - b. to the City at:

66 Charlotte Street
Port Colborne, ON L3K 3C8

Attention: Chief Administrative Officer

or to such other addresses or individuals as may be designated by a Communication given by one of the parties to the other party as aforesaid. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of the actual delivery thereof, and if given by registered mail, on the third business day following the deposit thereof in the mail. In the event of a strike or other disruption in the postal service, any such Communication shall not be mailed but given by personal delivery.

7. The provisions of this Agreement shall enure to the benefit of and be binding upon the successors and assigns of each party and all covenants, liabilities and obligations shall be joint and several.
8. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement.
9. This Agreement and the rights and obligations thereunder are not assignable by any party without the prior written consent of each of the other parties hereof, which consent may be unreasonably withheld or delayed.
10. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Sun and the City or by their respective lawyers who may be specifically authorized in that regard.
11. This Agreement constitutes the whole and entire agreement between the parties hereto with respect to the subject matter hereof.
12. Each of the parties shall from time to time hereafter and upon any reasonable request of the other party, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract.

[next page signature page]

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

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

Per:

Name: _____

Title:

Name: _____

Title:

We have authority to bind the City

**SUN COMMUNITIES OPERATING LIMITED
PARTNERSHIP, a Michigan limited partnership.**

By: Sun Communities, Inc., a Maryland
corporation, its general partner

Name: _____

Title:

We have authority to bind the partnership.

SSI PROPERTY GP INC., an Ontario corporation

Per:

Name: _____

Title:

We have authority to bind the Corporation.

Schedule "A"

[Legal Description of Sun Lands]

[NTD: To confirm all adjoining lands which abut the Road Allowance Lands]





Report Number: 2018-98

Date: July 9, 2018

SUBJECT: Proposed Site Plan Agreement for Farmedica Corporation, 3786 Highway 3 East

1) PURPOSE

This report was prepared to obtain Council approval to enter into a site plan agreement with Karen Anne Neufeld for the property known as 3786 Highway 3 East to permit a medical marijuana production facility to be operated by Farmedica Corporation.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Since 2015 Farmedica Corporation has been working to establish a medical marijuana production facility on the property it is leasing from Karen Anne Neufeld at 3786 Highway 3 East. While Farmedica was able to meet most of the zoning requirements for medical marijuana production facilities established by the City, a minor variance was required to reduce the required lot area and setback to a sensitive land use. The minor variance was granted by the Committee of Adjustment in December 2015. The Committee's decision was appealed to the Ontario Municipal Board where it was ultimately upheld.

To fulfill the requirements of the City's policies on medical marijuana production facilities, a site plan control application was submitted by Farmedica on behalf of the property owner in February 2017. The application was reviewed by City staff and relevant commenting agencies and comments were provided to the applicant in order to meet the requirements of the City and Niagara Region.

At its meeting on June 12, 2017 Council requested that it be the approval authority for the Farmedica site plan agreement. This means that Council's approval is required to authorize the Mayor and Clerk to sign and execute the agreement on behalf of the City. It was also requested that the public be notified of the date on which Council will be considering approval of the site plan agreement.

3) STAFF COMMENTS AND DISCUSSIONS

Staff prepared the draft development agreement (Appendix A). Relevant commenting agencies and City divisions have been included in writing the draft site plan agreement and all have confirmed that the site plan agreement meets their requirements. Therefore, Staff is satisfied that the site plan agreement can be signed and executed by the Mayor and Clerk on behalf of the City.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do Nothing

Council could choose to do nothing. This option is not recommended as it would permit the applicant to appeal Council's decision to the Local Planning Appeals Tribunal

(formerly the Ontario Municipal Board) for failing to approve a site plan agreement in accordance with Section 41(12) of the Planning Act.

b) Other Options

Council could accept this report as information and not take any further action. Council could choose to send the agreement back to staff for further revisions. These options are not recommended as they would permit the applicant to appeal Council's decision to the Local Planning Appeals Tribunal for failing to approve a site plan agreement in accordance with Section 41(12) of the Planning Act.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

N/A

6) ATTACHMENTS

APPENDIX A Draft Site Plan Agreement

7) RECOMMENDATION

That entering into a site plan agreement with Karen Anne Neufeld with respect to 3786 Highway 3 East be approved and that the Mayor and Clerk be authorized to sign and execute said agreement.

8) SIGNATURES

Prepared on June 29, 2018 by:




Evan Acs, MA, MSc
Planning

Reviewed and respectfully submitted by:



Chris Lee
Acting Chief Administrative Officer

Reviewed by:



Todd Rogers, MAATO, CBCO
Acting Director of Planning & Development

THIS AGREEMENT made this _____ day of _____, 2018

BETWEEN:

KAREN ANNE NEUFELD

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

and

THE CORPORATION OF THE CITY OF PORT COLBORNE

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

WHEREAS the Owner owns the lands described on Schedule "A" attached hereto and hereinafter referred to as "the said lands";

AND WHEREAS pursuant to the provisions of Section 41 of The Planning Act, the Owner and the City acknowledge that the lands described on Schedule "A" are a Site Plan Control Area and further, no person shall undertake any development unless the Council of the City has approved of plans, drawings, agreements and other matters referred to in the said Section of The Planning Act;

AND WHEREAS the Owner has requested that a Site Plan Agreement be entered into to build a commercial building on "the said lands" in compliance with By-law 6575/30/18, as amended.

NOW THEREFORE in consideration of the mutual covenant and agreements hereinafter set out, the parties hereto agree as follows:

1. In this Agreement:

(a) "Plans and drawings" means:

Schedule "A" - Legal Description of "the said lands".

Schedule "B" - "PROPOSED SITE PLAN" under drawing "SP1.1" drawn by "SOSCIA PROFESSIONAL ENGINEERS INC", dated "SEPTEMBER 2017" revision number "3" and a revision date of "APRIL 5 2018".

attached hereto and forming part of this agreement and such additional plans and drawings as may subsequently be approved by the City of Port Colborne, including plans or drawings which revise or replace any one or more of the plans or drawings attached hereto.

(b) "Schedules" means and includes any one or more of the schedules attached to this agreement and includes plans and drawings as defined in Paragraph 1(a) above.

(c) "Director of Engineering and Operations" means the Director of Engineering and Operations for the City of Port Colborne.

(d) "Fire Chief" means the Fire Chief for the City of Port Colborne.

(e) "City Planner" means the Director of Planning and Development for the City of Port Colborne.

2. The Owner shall not construct or erect any building or structure, subdivide or use the lands described in Schedule "A" in any manner other than as set out in the Agreement and on the plans and drawings and schedules referenced in Paragraph 1 above. In addition, prior to the commencement of any development or prior to the erection of any building, structure or installation of servicing, the Owner shall obtain all necessary permits and approvals from any relevant authority and shall comply with all relevant legislative requirements.

3. Original copies of Schedules "A" and "B" may be viewed at the Offices of City Hall, City of Port Colborne, 66 Charlotte Street, Port Colborne, Ontario during normal business hours.
4. The Owner agrees that all site lighting shall be directed in a manner such that the angle of illumination does not extend onto the adjacent lands or public streets.
5. The Owner agrees all work required by this agreement is to be completed within two years from the date that the agreement is signed by the City.
6. The Owner agrees to obtain all necessary permits as may be required and to construct or reconstruct, at its own expense, an overall drainage system, sanitary sewer lines, watermains, water metres, service connections, water, storm and sanitary laterals including all reinstatements and driveway entrances subject to specifications and to the satisfaction of the City, pursuant to the Ontario Building Code and the Plumbing Code, where applicable, and in accordance with Schedule "B".
7. All utilities including hydro-electric lines and telephone lines shall be installed to the satisfaction of the relevant public utility.
8. The Owner agrees to provide, install and maintain landscaping as indicated on Schedule "B".
9. The Owner agrees that garbage and refuse collection shall be carried on by a private contractor at its own expense and that refuse will be stored in the proposed refuse container enclosure.
10. The Owner agrees to submit a Sign Permit application to the Building Division, if required.
11. The Owner shall provide, maintain and use, as the case may be, the facilities and matters in the schedules and shall comply with such terms and conditions as to the provision, maintenance and use of the facilities and matters as are set out in the schedules.
12. The Owner shall comply with such prohibitions of facilities and matters and the maintenance and use thereof as set out in the schedules.
13. Without in any way limiting the application of Paragraphs 13 and 14:
 - (a) the Owner shall construct all buildings, structures, and facilities shown on the plans and drawings, strictly in conformance with and in all the locations shown thereon; and
 - (b) the Owner shall construct all buildings in conformance with the building elevations and cross-sections shown on such elevation drawings and plans as are approved by the City.
14. It is understood and agreed that, if the development of the proposed building on the said lands has not commenced within nine months of the date of approval by the City of the said plans and drawings, the approved plans and drawings shall become null and void unless an extension is granted by the Council of the City. If granted, new plans and drawings incorporating such changes must be submitted to the City for approval and a new agreement shall be entered into prior to any building being constructed.
15. The Owner further agrees that all facilities and matters required to be provided pursuant to this agreement, shall be provided, installed or constructed by or on behalf of the Owner and at the Owner's expense within one hundred and twenty days after the date of substantial completion of the proposed building(s) as determined by the City and shall be maintained at all times in good condition and in

compliance with this agreement.

16. The Owner shall be responsible for the cost of all work on or adjacent to "the said lands", on road allowances, with exceptions as noted in this agreement, and which is required under the terms of this agreement and/or indicated on the approved plans and drawings, including without limiting the generality of the foregoing, the cost of all works required for drainage of the surface water and roof water, connections to sanitary sewers and storm sewers, construction of driveway approaches, including curb cuts, relocation of pipes, poles, drains, catchbasins and other works, all of which shall be done and performed, and all material for the said work shall be supplied to the specifications and directions and to the satisfaction of the City. Where any required work is to be performed within the limit of any City road allowance on which "the said lands" abut or which is adjacent to the said lands, the works may be performed by the City, at the expense of the Owner, and the Owner agrees to deposit with the City, before a building permit is issued, the whole of the cost, as estimated by the City, of performing work. If the actual cost of the work, as determined by the City, exceeds the amount of the deposit, the Owner shall pay the City for any deficiency and, if the actual cost, as so determined, is less than the amount of the deposit, the City shall repay the Owner any surplus. The Owner shall be responsible for making all necessary arrangements for any payment of the cost of taking up, removing or changing the location of any works or services of any utility company or commission by this agreement and/or indicated on the approved plans and drawings.
17. If required by the City and forthwith after demand by the City, the Owner, at its own expense and free of all costs to the City or to the Owner of any utility or service passing to or through the lands (including any Registry or Land Titles Office fees), shall provide either the City or the Owner of any utility or service passing to or through the lands as may be applicable, with any easements (free of any encumbrance) that may be required by the City or the Owner of any such utility or service, that in its, or their, sole discretion is needed for any requirement or purpose that may be occasioned by development of the lands by the Owner and if directed by the City or Owner of any such utilities or service, shall register these easements at the appropriate Land Titles or Registry Office.
18. The Owner acknowledges that the facilities and matters required by the said By-law and this agreement shall be provided and maintained by the Owner at its sole risk and expense and to the satisfaction of the City; and the Owner releases the City from all claims and demands in respect of any loss, damage or injury (including death) to persons or property arising out of or connected with the provision and maintenance of the said facilities and matters of any one or more of them.
19. The Owner hereby warrants that it is the registered Owner of "the said lands" described in Schedule "A" attached hereto.
20. The Owner agrees that upon the execution of this agreement that the lands are charged with the performance of this agreement.
21. The Owner agrees that during any construction work relating to the lands or matters referred to in the terms of this agreement, all necessary precautions to avoid dust, noise and other nuisances and to provide for the safety of the public will be taken by the Owner, its agents, servants and assigns.
22. The Owner to whom the request has been made by the City shall, within the time limits specified by the City to the total satisfaction of the City and at the sole risk and expense of the Owner, remedy such non-compliance or potential non-compliance with the conditions of development or redevelopment in this agreement as may, in the sole opinion of the City, exist or come into existence from time to time.
23. The Owner hereby covenants and agrees for herself and her executors, administrators, successors and assigns and successors in title and owner or owners

from time to time of "the said lands" to this agreement and every part or parts thereof that, if she or they fail to perform or complete in accordance with this agreement any of the work or construction or maintenance or both, including provision and maintenance of landscaping, which is to be performed by the Owner under the terms of this agreement, the City may, upon a resolution of City Council to that effect and after giving not less than fifteen days notice in writing to the Owner, enter on "the said lands", as often as may be necessary with its workmen and contractors and perform or complete the performance of any such work, including any necessary replacement, and the Owner hereby authorizes the said entry and performance of work and further covenants and agrees for herself and her executors, administrators, successors and assigns and successors in title and owner or owners from time to time of the said lands, all costs incurred by the City in performing such work within sixty days after an invoice therefore has been mailed by the City to the Owner or the then registered owner of "the said lands"; PROVIDED, HOWEVER, that nothing in this agreement shall impose upon the City any duty or obligation to inspect or examine "the said lands" for non-compliance with the conditions of development or redevelopment or to specify or report that such non-compliance or potential non-compliance to the Owner or to provide an opinion or view respecting any condition of development or redevelopment or to request or require compliance with the said conditions.

24. If the said costs incurred by the City referred to in Paragraph 23 are not paid within the said period of sixty days, the Owner hereby authorizes the City to add the amount of such costs to the collector's roll for "the said lands" and to recover such costs in like manner as for local taxes or, at the option of the City provided that, upon any such entry by the City, any replacement of landscaping shall be limited to like kind and there shall be no replacement oftener than annually.
25. In the event of any dispute respecting the interpretation of any City standards, the owner agrees that the matter is to be decided by the Council of the City and its decision is final and binding.
26. The Owner shall indemnify and keep harmless the City from and against all actions, causes of action, interest, claims, demands, costs, charges, damages, expenses, and the loss, which the City may at any time bear, incur, be liable for, sustain or be put unto for any reason of or on account of or by reason of or in consequence of the City entering into this agreement.
27. Prior to the issuance by the City of any building permit or plumbing permit relating to the lands of the Owner, and during the period of any construction and development, the Owner must provide to the City proof, in a form satisfactory to the City, of insurance coverage in an amount and relating such risks as may be determined by the City in its sole discretion, and the City if it so demands, shall be added as a named insured to any insurance policy or to any such insurance coverage referred to in this clause of this agreement shall be provided at the expense of the Owner. The Owner further agrees that if required by law, or by the City, it will submit to the City a clearance letter from the Workplace Safety and Insurance Board stating that it or its agents are in good standing with the Board.
28. The Owner shall not call into question directly or indirectly any proceeding whatsoever in law or in equity or before any administrative tribunal, the right of the City to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement or this clause may be pleaded as an estoppel against the Owner in any such proceeding.
29. This agreement shall ensure the benefit of and shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns and successors in title.
30. The Owner agrees that it shall, upon the sale or transfer of the lands or any part or parts thereof, require the purchaser or transferee thereof, as a condition of such

sale or transfer, to execute an agreement satisfactory in form to the solicitor of the City, agreeing to assume this agreement and be bound by and to fulfill the terms, conditions and covenants that are herein set forth and containing a like covenant to this effect. The said assumption agreement shall be executed by the City, the Owner and any purchaser or transferee and any mortgage and at the discretion of the City, may be registered against the title to the lands at the expense of the Owner.

31. If the lands are mortgaged or assigned and the mortgagee or assign signs this agreement, then in the event that the mortgagee exercises any rights to sale, possession and foreclosure or takes any other steps to enforce its security in the lands, then the mortgagee or assign shall be bounded by and subject to all the terms, conditions, rights and obligations enjoyed by or borne by the owner and this agreement shall be read as if the term "Mortgagee" or "Assign" were substituted for the word "Owner" wherever it appears in the agreement.
32. Notwithstanding anything hereinbefore contained it is agreed that the execution by the Mortgagee is merely for purposes of consent and shall not impose upon the Mortgagee any of the obligations contained herein which are conferred upon the owner, its successors and assigns and that the Mortgagee shall only assume such obligations in the event it becomes the registered owner of the lands described in Schedule "A", otherwise, the Mortgagee shall not be bound or be liable for any of the duties, liabilities or obligations contained herein.
33. The Owner acknowledges notice that the City proposes to register this agreement against "the said lands".
34. The Owner agrees that all municipal taxes and arrears, or any outstanding balances, if any, shall be paid in full prior to the execution of this agreement by the City and such payment shall be made from time to time as each such event may occur so that payment so municipal taxes are at all times up to date.
35. Wherever the singular or masculine is used in this agreement, they shall be construed as if the plural or the feminine or neuter has been used where the context or the party or parties hereto so require, and the rest of the sentence shall be constructed as if the grammatical and terminological changes thereby rendered necessary had been made and all covenants herein contained shall be construed to be several as well as joint.
36. The Owner shall, prior to the occupation of the site, undertake and have completed all site works shall to the satisfaction of the City Planner.
37. As security for carrying out the provisions of this agreement, the Owner shall deposit with the City, prior to the execution of this agreement, a cash deposit, letter of credit or certified cheque in the amount of \$22,602 satisfactory to the Treasurer, upon which the City may draw funds without the consent of the Owner, to cover the costs of the installation of site services, drainage system, parking area and markings, and sidewalks as set out in Paragraphs 6 and 8 and as approved by the City.
38. The Owner shall submit to the Director of Engineering and Operations, a "Lot Grading Conformance Certificate", in the City's standard form, prepared by an Ontario Land Surveyor or Consulting Engineer, certifying that grading has been completed in accordance with the approved grading plan as illustrated in Schedule "B".
39. The Owner may be requested to provide 'as built' drawings to the satisfaction of the City Planner or Director of Engineering and Operations.
40. All matters in difference between the parties herein in connection with this Agreement shall be referred to arbitration.

- 41. No person shall be appointed to arbitrator who is in any way interested financially or otherwise in the conduct of the works or development of the subdivision or subdivisions contemplated by this Agreement, or in the business or the affairs of the Owner or the City.
- 42. The award of the arbitrator shall be final and binding upon the parties.
- 43. In the event of a dispute, each party will select an arbitrator of their choosing who will, in turn, select a Chairperson. Each party will be responsible for the costs of their appointee, plus fifty percent of the expense of the Chairperson.
- 44. The provision of the *Arbitrations Act, R.S.O. 1990*, as amended, or any successor thereto, shall apply to the arbitration.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and the City has affixed its corporate seal duly attested to by its Mayor and Clerk.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

Per:

WITNESS

KAREN ANNE NEUFELD

THE CORPORATION OF THE CITY
OF PORT COLBORNE, Per:

JOHN MALONEY, MAYOR

AMBER LAPOINTE, CLERK

SCHEDULE "A" - LEGAL DESCRIPTION

CON 2 PT LOT 9, RP 59R12541 PART 1

Known municipally as 3786 Highway 3 East, Port Colborne

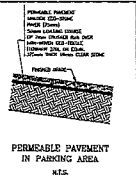
DRAFT

SURVEYOR'S REAL PROPERTY REPORT PART 1, PLAN OF
**PART OF LOT 9
 CONCESSION 2**
 GEOGRAPHIC TOWNSHIP OF HUMBERSTONE, NOW IN
 CITY OF PORT COLBORNE
 REGIONAL MUNICIPALITY OF NIAGARA

SITE INFORMATION

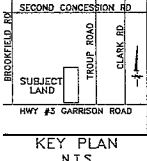
QUANTITY OF CONCRETE
 TO BE ORDERED FOR THE
 FOUNDATION SHALL BE
 ORDERED BY THE CONTRACTOR
 FOR THE LARGEST SIZE
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 QUANTITY OF CONCRETE
 TO BE ORDERED FOR THE
 FOUNDATION SHALL BE
 ORDERED BY THE CONTRACTOR
 FOR THE LARGEST SIZE
 OF FOUNDATION.

S.O.C. CLASSIFICATION, N/A
 TOTAL OCCUPANCY LEAS = 10 PEOPLE
 FIRE RISK CLASSIFICATION
 AS T. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

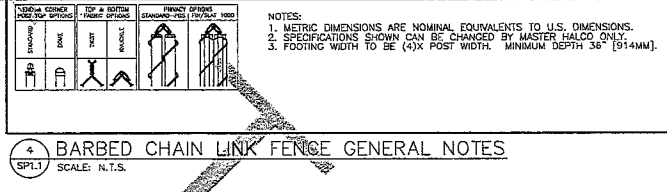
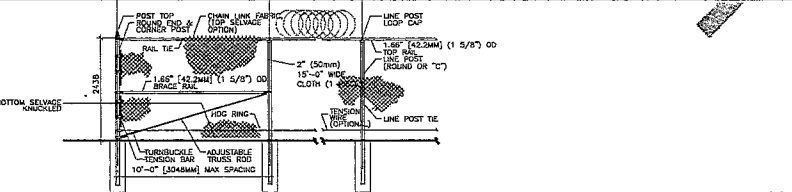
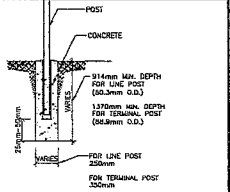
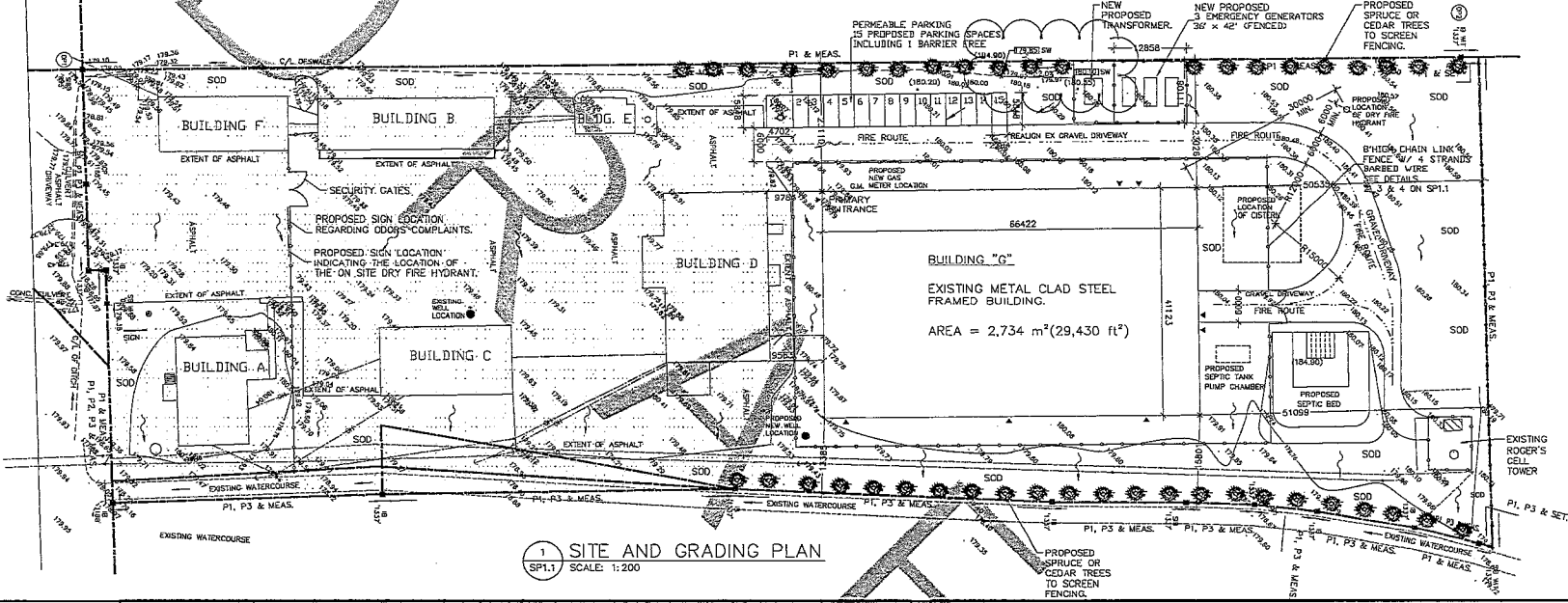


LEGEND

PERMEABLE PAVEMENT	CONCRETE
PERMEABLE PAVEMENT	PERMEABLE PAVEMENT
PERMEABLE PAVEMENT	PERMEABLE PAVEMENT
PERMEABLE PAVEMENT	PERMEABLE PAVEMENT
PERMEABLE PAVEMENT	PERMEABLE PAVEMENT
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PERMEABLE PAVEMENT	PERMEABLE PAVEMENT
PERMEABLE PAVEMENT	PERMEABLE PAVEMENT



THE KING'S HIGHWAY NO. 3 KNOWN AS GARRISON ROAD
 ROAD ALLOWANCE BETWEEN CONCESSIONS 1 AND 2



Contractor shall verify and certify all dimensions and be responsible for any errors, omissions or misstatements in this plan. The contractor shall be responsible for any errors, omissions or misstatements in this plan. The contractor shall be responsible for any errors, omissions or misstatements in this plan.

No.	Date	Description	Drawn	Checked
1	09/07/20	ISSUE FOR PERMIT	P.E.	P.E.
2	09/07/20	ISSUE FOR PERMIT	P.E.	P.E.
3	09/07/20	ISSUE FOR PERMIT	P.E.	P.E.

OSCIA
 PROFESSIONAL ENGINEERING INC.
 6070 YORK UNIVERSITY RD
 RICHMOND HILL, ON, L4C 9B9
 (905) 882-8888
 T 416 381 5440
 F 905 381 5442

Project: PROPOSED RETROFIT OF EXISTING METAL CLAD BUILDING & MEDICAL MARLIJANA PRODUCTION FACILITY FOR FARMEDICA CORPORATION
 3788 HIGHWAY 3, STERLING, ONTARIO

Sheet Title: PROPOSED SITE PLAN
 Date: 03/00
 Date: SEPT 2017
 Scale: P.L.C.
 No. 17-253
 Date: 09/07/20
 Scale: SPL.1

2018-98 APPENDIX A
 SCHEDULE "B"
 8/8



Report Number: 2018-90

Date: July 9, 2018

SUBJECT: Cancellation, Reduction or Refund of Realty Tax

1) PURPOSE

The purpose of this report is to seek approval of Council in order to cancel, reduce or refund realty tax of the applicant in accordance with the recommendations of the Municipal Property Assessment Corporation (MPAC) Assessor.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Under section 357/358 of the *Municipal Act, 2001*, as amended, an application to Council may be made by the taxpayer for the cancellation, reduction or refund of tax levied in the current and previous year for specific purposes. In some cases, a review may increase the property assessment and increase a property's tax levied.

Once an application is received from a taxpayer under Section 357/358 and processed by staff, the application is forwarded to MPAC for a revised assessment recommendation. These applications are then returned to the municipality for staff to calculate the amount of cancellation or adjustment of taxes.

Section 357 Application Numbers 2015-40, 2018-01, and 2018-02, were received and are in the Treasurer's possession.

3) STAFF COMMENTS AND DISCUSSIONS

The attached summary report encompasses the applications received to date for submission to Council for approval.

Staff recommends Council approval of the recommendation of the MPAC assessor for the Section 357 applications. It is a rarity that the taxpayer challenges any recommendation, however, if such did occur, staff would request MPAC to attend the committee meeting to defend or amend the recommendation. Staff have received no objections from the taxpayers.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

Application numbers under Section 357/358 require Council's approval.

- 2015-40 for 2015 total reduction \$260.91, \$109.67 being the municipal portion
- 2018-01 for 2018 total reduction \$595.28, \$236.23 being the municipal portion
- 2018-01 for 2018 total increase \$270.07, \$136.65 being the municipal portion
- 2018-02 for 2018 total reduction \$17,593.39, \$7,395.05 being the municipal portion

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not applicable.

6) ATTACHMENTS

Schedule 1. Calculation of adjustments based on the Assessor's reports and comments.

7) RECOMMENDATION


That the applications pursuant to Section 357/358 of the Municipal Act, 2001, as amended, numbered 2015-40, 2018-01, and 2018-02 be approved to cancel or reduce taxes in the total amount of \$18,179.51, in which \$7,604.30 is the municipal portion.

8) SIGNATURES

Prepared on June 14, 2018 by:


Andrea Hawkins
Tax Clerk

Reviewed by:


Stephen Corr
Manager of Revenue and Taxation

Reviewed and respectfully submitted by:


Chris Lee
Acting Chief Administrative Officer

Reviewed by:


Peter Senese
Director of Corporate Services

CITY OF PORT COLBORNE

Report Number 2018 - 90

SCHEDULE 1

Council Meeting July 9, 2018

	Section Reason	Application No.	Effective Date	Roll # Address	Tax Class	Assessment Change	Total Adj	Municipality	Region	Waste Mgmt	School Board
Fire	357	2015-40	05-Aug-15	2711 020 011 14700 0000 14 Athoe St	RTEP	(38,922.00)	(260.91)	(109.67)	(73.76)	(11.20)	(66.28)
Class Change	357	2018-01	01-Jan-18	2711 010 022 19900 0000 350 Catharine St	CT RT	(16,150.00) 16,208.00	(595.28) 270.07	(236.23) 136.65	(158.89) 91.91	(24.13) 13.96	(176.03) 27.55
Damaged by Fire	357	2018-02	06-Feb-18	2711 040 005 14500 0010 Barber Dr	ITN	(370,000.00)	(17,593.39)	(7,395.05)	(4,973.98)	(755.37)	(4,468.99)
						Total	(18,179.51)	(7,604.30)	(5,114.72)	(776.74)	(4,683.75)

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Report Number: 2018-94

Date: July 9, 2018

SUBJECT: 2017 Audit Plan

1) PURPOSE

The purpose of this report is to advise Council of the terms of the financial statement audit engagement for the year ending December 31, 2017, as provided by Grant Thornton.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Grant Thornton was approved to conduct the City's annual audit by Council in 2016 for the years ended 2016 to 2020, the five years as authorized by Subsection 296(1) of the *Municipal Act, 2001, as amended*.

3) STAFF COMMENTS AND DISCUSSIONS

The attached Report to Members of Council – Audit Strategy (Schedule A) will provide Council with an understanding of the terms of the audit engagement and strategy and non-audit services provided by Grant Thornton for the 2017 year-end audit.

This document provides the following information to Council:

- The role of Council, Management and Grant Thornton
- Grant Thornton's audit approach, independence and communication
- The audit approach for 2017 including:
 - Audit Plan and risk assessment
 - Audit fees
 - Team, timing and communications
 - Overview and approach (Appendix A)

Included in this report are Appendix B – Audit Engagement letter and Appendix C and D – Accounting and Auditing developments, which detail financial reporting changes implemented by the City and Grant Thornton.

Council will be presented financial statements for December 31, 2017 that comply in presentation and in valuation of assets, liabilities, and the City's surplus/deficit at the end of the year.

4) OPTIONS AND FINANCIAL CONSIDERATIONS

a) Do nothing.

This is not an option and not recommended.

b) Other Options

The audit of the City of Port Colborne is legislated by Subsection 296 (1) of the *Municipal Act, 2001, as amended*. The audit fee for 2017 year end, including the preparation of the consolidated financial statements has been budgeted for in the current 2018 operating budget.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

N/A

6) ATTACHMENTS


Schedule A - Grant Thornton's Report to Members of Council – Audit Strategy for the City of Port Colborne for the year ended December 31, 2017.

7) RECOMMENDATION

That the 2017 Audit Plan prepared by Grant Thornton, attached to Corporate Services Department, Finance Division Report 2018-94 be received for information.

8) SIGNATURES

Prepared on June 24, 2018 by:

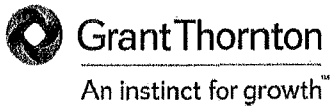


Peter Senese
Director of Corporate Services

Reviewed and respectfully submitted by:



Chris Lee
Acting Chief Administrative Officer



City of Port Colborne

For the year ended December 31, 2017

Report to Members of Council
Audit strategy

June 18, 2018

James Brennan, CPA, CA
Principal
T 905-834-6622
E James.Brennan@ca.gt.com



Contents

Executive summary	1
Audit plan and risk assessment	2
Other planning matters	4
Audit fees	5
Team, timing and communications	6
Technical updates – highlights	7

Appendices

Appendix A Overview and approach
Appendix B Engagement letter
Appendix C PSAB Accounting developments
Appendix D Auditing developments

Executive summary

Purpose of report and scope

The purpose of this report is to engage in an open dialogue with you regarding our audit of the consolidated financial statements of the City of Port Colborne (the "municipality") for the year ended December 31, 2017. This communication will assist Members of Council in understanding the terms of the audit engagement, our proposed audit strategy and the level of responsibility assumed by us.

The information in this document is intended solely for the information and use of the Members of Council and management. It is not intended to be distributed to or used by anyone other than these specified parties.

We have obtained our engagement letter dated October 19, 2016, which outlines our responsibilities and the responsibilities of management.
Appendix B

Status of our audit plan

We have substantially completed our initial planning of the audit of the consolidated financial statements of the municipality.

Approach

Our audit approach requires that we establish an overall strategy that focuses on risk areas. We identify and assess risks of material misstatement of the consolidated financial statements, whether due to fraud or error. The greater the risk of material misstatement associated with an area of the consolidated financial statements, including disclosures, the greater the audit emphasis placed on it in terms of audit verification and analysis. Where the nature of a risk of material misstatement is such that it requires special audit consideration, it is classified as a significant risk.

Our approach is discussed further in the **Appendix A**.

Independence

We have a rigorous process where we continually monitor and maintain our independence. The process of maintaining our independence includes, but is not limited to:

- Identification of threats to our independence and putting into place safeguards to mitigate those threats. For example, we evaluate the independence threat of any non-audit services provided to the municipality
- Confirming the independence of our engagement team members

No matters to communicate – We have identified no information regarding our independence that in our judgement should be brought to your attention.

Audit plan and risk assessment

We have planned our audit in accordance with our approach summarized in **Appendix A**.

Materiality

The purpose of our audit is to provide an opinion as to whether the consolidated financial statements are prepared, in all material respects, in accordance with Public Sector Accounting Standards as at December 31, 2017. Therefore, materiality is a critical auditing concept and as such we apply it in all stages of our engagement.

The concept of materiality recognizes that an auditor cannot verify every balance, transaction or judgment made in the financial reporting process. During audit planning, we made a preliminary assessment of materiality for the purpose of developing our audit strategy, including the determination of the extent of our audit procedures.

During execution of the audit, we will consider whether materiality should be re-assessed due to changes or events identified. At completion, we will consider not only the quantitative assessment of materiality, but also qualitative factors, in assessing the impact on the consolidated financial statements, our audit opinion and whether matters should be brought to your attention.

Considerations

The following is a summary of matters that relate to changes to the municipality and its environment that were considered in preparing our audit plan.

Matter	Discussion and Impact
Laws and regulations	During the course of the audit, we will perform specified audit procedures to help identify instances of non-compliance with laws and regulations that may have a material effect on the consolidated financial statements. An audit of financial statements is not designed to detect all instances of non-compliance with laws and regulations and does not represent an audit of the municipality's compliance with applicable laws and regulations.

Matter	Discussion and impact
Fraud	<p>We are responsible for obtaining reasonable assurance that the consolidated financial statements taken as a whole are free from material misstatement, whether caused by fraud or error. However, owing to the inherent limitations of an audit, there is an unavoidable risk that some material misstatements may not be detected and this is particularly true in relation to fraud. The primary responsibility for the prevention and detection of fraud rests with those charged with governance and management.</p> <p>During our audit planning, we enquired of management as to their views on the risks of fraud and their processes for identifying and assessing fraud risks.</p>
Accounting and auditing standards	In addition to the information in the Technical Highlights section, we have highlighted certain new standards and interpretations that are likely to have an impact on the financial reporting for the City of Port Colborne in the current year. An overview of these particular standards and interpretations is included in the appendices.

Significant risks

We identified the following significant risks on which we plan to focus our attention:

Area of risk	Why there is a risk	Planned audit response
Fraud risk from revenue recognition	<p>There is a presumed risk of fraud in revenue.</p> <p>The risk primarily relates to revenue recognized under water and sewer and other revenue</p>	<ul style="list-style-type: none"> Recalculation of the net tax revenues based on verified assessment rolls and approved tax rates Analytical assessment of revenues based on budgeted expectations Subsequent receipts testing of receivables as at December 31, 2016 (statistical sample). Assessing the adequacy of allowances for doubtful accounts by testing subsequent receipts, reviewing management estimates and examining supporting documentation
Fraud risk from management override / segregation of duties	<p>This is a presumed fraud risk.</p> <ul style="list-style-type: none"> The risk primarily relates to limited segregation of duties, administrative access to accounting system and the senior finance management's ability to post journal entries 	<ul style="list-style-type: none"> Test the appropriateness of journal entries recorded in the general ledger and other adjustments made in the preparation of the financial statements Review accounting estimates for biases Evaluate the business rationale for significant transactions that are or appear to be outside the normal course of business

Other audit risks

Other areas we have identified where we plan to focus our attention are as follows:

Area of risk	Why there is a risk	Planned audit response
Taxation revenue and receivables	The taxes receivable balances may be invalid and the allowance for uncollectible taxes understated.	<ul style="list-style-type: none"> Recalculation of the net tax revenues based on verified assessment rolls and approved tax rates Subsequent receipts testing of taxes receivable as at December 31, 2016 (statistical sample). Assessing the adequacy of the allowance for doubtful accounts by testing subsequent receipts, reviewing management estimates and examining support for the value of underlying property
Purchases and payables	Payables may be understated or not recorded in the correct period.	<ul style="list-style-type: none"> Analytical assessment of expenses based on budgeted expectations Reviewing supporting documentation and management estimates with respect to the completeness and accuracy of significant year end accruals Perform a search for unrecorded liabilities
Provisions for employee benefits	Provision and related expense may be understated.	<ul style="list-style-type: none"> Reviewing actuarial reports, method and assumptions used Testing supporting calculations relating to the various amounts and disclosures
Provisions for contaminated sites liability	Provision and related expense may be understated.	<ul style="list-style-type: none"> Reviewing assumptions used by management Testing supporting calculations relating to the various amounts and disclosures
Commitments and contingencies	There is uncertainty regarding contingent liabilities.	<ul style="list-style-type: none"> Verifying the accuracy and reasonableness of amounts and disclosures, with reference to correspondence with lawyers, examination of supporting documentation, and discussions with management

Audit fees

Proposed fees

Service	Current year fees	Prior year fees
Annual audit	\$ 38,800	\$ 38,250
Total*	\$ 38,800	\$ 38,250

*before applicable taxes

Deliverables

Deliverable
Discussions and communications regarding planning
Report on the December 31, 2017 consolidated financial statements
Communication of results
Preparation of internal controls deficiencies letter

Fee considerations

Upfront and periodic discussions are central to our approach in dealing with fees. Our goal is to avoid surprises by having early and frank communication. We wish to provide you with a competitive price and fair value, while also allowing sufficient audit hours to conduct an effective audit and deliver quality service.

We have established a fee for the audit for the year ended December 31, 2017 that is based on the level of activity and the anticipated complexity of the audit of the municipality's consolidated financial statements. If there are any variances to the above plan, we will discuss them with you and agree on any additional fees before costs are incurred, wherever possible. Any unforeseen work outside the scope of this proposal will be billed separately after discussion with appropriate entity officials and/or the audit committee.

The proposed fee is based on receiving the following from management:

- All working papers and schedules as outlined in our requirements letter
- Trial balance together with reconciled control accounts
- All books and records when requested
- Use of municipality staff to help us locate information and provide explanations

Team, timing and communications

Timing and communications

We are committed to delivering exceptional client service and executing our audit in the most effective, efficient and timely manner. The planned timing of our audit work and the deliverables we will provide to Members of Council are as follows:

Stage or deliverable	Timing/Status
Planning and interim procedures	February 2018
Communication of audit planning	June 2018
Performance of fieldwork	July 2018
Communication of audit results	August 2018

In our communication of audit results, we will report on the following matters:

- Our views on significant accounting practices
- Significant difficulties, if any, encountered during the audit
- Misstatements, other than trivial errors
- Actual or suspected fraud or illegal acts
- Other significant audit matters, as applicable

Team

Engagement team member	Contact Information
James Brennan CPA, CA Principal	P 905-834-6622 E James.Brennan@ca.gt.com
Chris Guglielmi CPA, CA Manager	P 905-834-2970 E Chris.Guglielmi@ca.gt.com
Cameron Hart, CPA, CA Senior Accountant	P 905-834-2976 E Cameron.Hart@ca.gt.com

Technical updates – highlights

Accounting

Accounting standards issued by the Public Sector Accounting Board that may affect the municipality in the current year and future years are included in **Appendix C**. If you have any questions about these changes please contact us and we will be pleased to address your concerns.

Assurance

Auditing standards issued by the Auditing and Assurance Standards Board that may change the nature, timing and extent of our audit procedures on the municipality and our communication with Members of Council are included in **Appendix D**. If you have any questions about these changes please contact us and we will be pleased to address your concerns.

Appendix A – Overview and approach

Our audit is planned with the objective of obtaining reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, so that we are able to express an opinion on whether the consolidated financial statements are prepared, in all material respects, in accordance with Public Sector Accounting Standards. The following outlines key concepts that are applicable to the audit, including the responsibilities of parties involved, our general audit approach and other considerations.

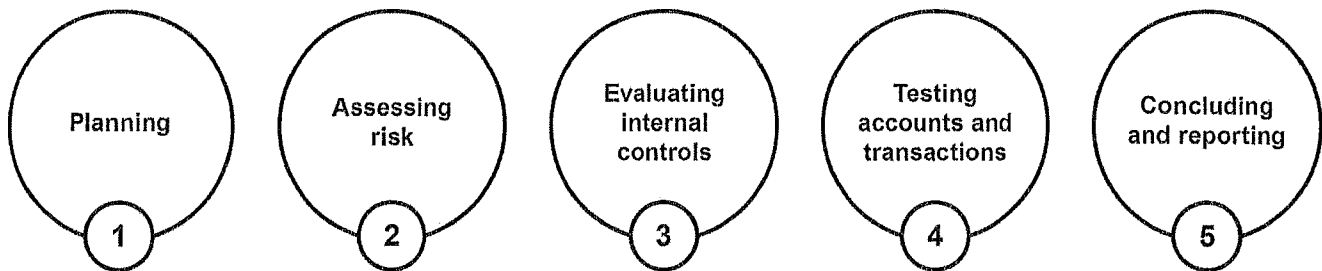
Roles and responsibilities

Role of the Council	<ul style="list-style-type: none">• Help set the tone for the organization by emphasizing honesty, ethical behaviour and fraud prevention• Oversee management, including ensuring that management establishes and maintains internal controls to provide reasonable assurance regarding reliability of financial reporting• Recommend the nomination and compensation of external auditors to the board• Directly oversee the work of the external auditors including reviewing and discussing the audit plan
Role of management	<ul style="list-style-type: none">• Prepare financial statements in accordance with Public Sector Accounting Standards• Design, implement and maintain effective internal controls over financial reporting processes, including controls to prevent and detect fraud• Exercise sound judgment in selecting and applying accounting policies• Prevent, detect and correct errors, including those caused by fraud• Provide representations to external auditors [move this sentence to the owner / manager box if there is no other "management" in the entity]• Assess quantitative and qualitative impact of misstatements discovered during the audit on fair presentation of the financial statements
Role of Grant Thornton LLP	<ul style="list-style-type: none">• Provide an audit opinion that the financial statements are in accordance with Public Sector Accounting Standards• Conduct our audit in accordance with Canadian Generally Accepted Auditing Standards (GAAS)• Maintain independence and objectivity• Be a resource to management and to those charged with governance• Communicate matters of interest to those charged with governance• Establish an effective two-way communication with those charged with governance, to report matters of interest to them and obtain their comments on audit risk matters

Audit approach

Our understanding of the municipality and its operations drives our audit approach, which is risk based and specifically tailored to the City of Port Colborne.

The five key phases of our audit approach



Phase	Our approach
1. Planning	<ul style="list-style-type: none"> We obtain our understanding of your operations, internal controls and information systems We plan the audit timetable together
2. Assessing risk	<ul style="list-style-type: none"> We use our knowledge gained from the planning phase to assess financial reporting risks We customize our audit approach to focus our efforts on key areas
3. Evaluating internal controls	<ul style="list-style-type: none"> We evaluate the design of controls you have implemented over financial reporting risks We identify areas where our audit could be more effective or efficient by taking an approach that includes testing the controls We provide you with information about the areas where you could potentially improve your controls
4. Testing accounts and transactions	<ul style="list-style-type: none"> We perform tests of balances and transactions We use technology and tools, including data interrogation tools, to perform this process in a way that enhances effectiveness and efficiency
5. Concluding and reporting	<ul style="list-style-type: none"> We conclude on the sufficiency and appropriateness of our testing We finalize our report and provide you with our observations and recommendations

Our tailored audit approach results in procedures designed to respond to an identified risk. The greater the risk of material misstatement associated with the account, class of transactions or balance, the greater the audit emphasis placed on it in terms of audit verification and analysis.

Throughout the execution of our audit approach, we will maintain our professional skepticism, recognizing the possibility that a material misstatement due to fraud could exist notwithstanding our past experiences with the municipality and our beliefs about management's honesty and integrity.

Internal control

Our audit will include gaining an understanding of the municipality's internal control over financial reporting. Our understanding will focus on processes associated with the identified risk areas, as described in this report. We use this understanding to determine the nature, extent and timing of our audit procedures.

Our understanding may also result in valuable internal control findings for your consideration. Note that the auditor's objectives with regards to internal control are different from those of management and those charged with governance. For example, we primarily target controls that relate to financial reporting and not those that relate to the municipality's operations or compliance which may also be relevant to its objectives. Therefore, management and those charged with governance cannot solely rely on our findings to discharge their responsibilities in this area.

Quality control

We have a robust quality control program that forms a core part of our client service. We combine internationally developed audit methodology, data analytics technology that allows us to examine large amounts of data, rigorous review procedures, mandatory professional development requirements, and the use of specialists to deliver high quality audit services to our clients. In addition to our internal processes, we are subject to inspection and oversight by standard setting and regulatory bodies. We are proud of our firm's approach to quality control and would be pleased to discuss any aspect of our approach to quality control with you at your convenience.

Appendix B

Engagement letter

October 19, 2016

City of Port Colborne
66 Charlotte Street
Port Colborne, ON
L3K 3C8

Attention: Mr. Peter Senese, Treasurer

Dear Mr. Senese:

Thank you for reappointing Grant Thornton LLP (“Grant Thornton”, “we”, “us” “our”) as auditors of the City of Port Colborne (“the Municipality”, “you” or “your”) for the years ending December 31, 2016, 2017, 2018, 2019 and 2020 (the “Services”). The purpose of this letter and the attached Schedule A (the “Engagement”) is to outline the mutual understanding of the terms of the Engagement.

Objective, scope and limitations

You have requested that we audit the consolidated financial statements of the City of Port Colborne, which comprise the consolidated statement of financial position as at December 31, 2016, 2017, 2018, 2019 and 2020, and the consolidated statements of operations, changes in net financial assets and cash flows for the years then ended, and a summary of significant accounting policies and other explanatory information. We are pleased to confirm our acceptance and our understanding of this Engagement by means of this letter agreement. Our audit will be conducted with the objective of our expressing an opinion on the consolidated financial statements.

The audit will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

Our responsibilities

We will conduct our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to the Municipality's preparation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Municipality's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the consolidated financial statements that we have identified during the audit.

Management's responsibilities and identification of applicable financial reporting framework

Our audit will be conducted on the basis that the Municipality's management and, where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a) for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian Public Sector Accounting Standards;
- b) for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error; and
- c) to provide us with:
 - i. Access to all information of which the Municipality's management is aware, that is relevant to the preparation of the consolidated financial statements such as records, documentation and other matters;
 - ii. Additional information that we may request from the Municipality's management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the Municipality from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from the Municipality's management and, where appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit. Those representations may include:

Consolidated financial statements

- a communicating that all responsibilities, as set out in the terms of this Engagement, for the preparation of the consolidated financial statements in accordance with Canadian Public Sector Accounting Standards, in particular, the consolidated financial statements are fairly presented;
- b communicating its belief that significant assumptions used in making accounting estimates, including those measured at fair value are reasonable;
- c acknowledging that all events subsequent to the date of the consolidated financial statements and for which Canadian Public Sector Accounting Standards require adjustment or disclosure have been adjusted or disclosed;

Completeness of information

- d providing us with and making available complete financial records and related data, and copies of all minutes of meetings of Members of Council and committees;
- e acknowledging that all transactions have been recorded and are reflected in the consolidated financial statements;
- f providing us with information relating to any known or probable instances of non-compliance with legislative or regulatory requirements, including financial reporting requirements;
- g providing us with information relating to any illegal or possibly illegal acts, and all facts related thereto;

- h acknowledging that all related party relationships and related party transactions have been appropriately accounted for and disclosed in accordance with the requirements of Canadian Public Sector Accounting Standards;

Fraud and error

- i the design and implementation of internal controls to prevent and detect fraud and error;
- j an assessment of the risk that the consolidated financial statements may be materially misstated as a result of fraud;
- k providing us with information relating to fraud or suspected fraud affecting the Municipality involving:
 - i. management;
 - ii. employees who have significant roles in internal control; or
 - iii. others, where the fraud could have a material effect on the consolidated financial statements;
- l providing us with information relating to any allegations of fraud or suspected fraud affecting the Municipality's consolidated financial statements communicated by employees, former employees, analysts, regulators, or others;
- m communicating its belief that the effects of any uncorrected consolidated financial statement misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the consolidated financial statements taken as a whole. A list of the uncorrected misstatements will be attached to the representation letter;

Recognition, measurement and disclosure

- n providing us with its assessment of the reasonableness of significant assumptions underlying fair value measurements and disclosures in the consolidated financial statements;
- o providing us with any plans or intentions that may affect the carrying value or classification of assets or liabilities;
- p providing us with an assessment of all areas of measurement uncertainty known to management that are required to be disclosed in accordance with MEASUREMENT UNCERTAINTY, PSA HANDBOOK – ACCOUNTING Section 2130;
- q acknowledging that no subsequent events occurred that require adjustment to the accounting estimates and disclosures included in the consolidated financial statements.
- r providing us with information relating to claims and possible claims, whether or not they have been discussed with the Municipality's legal counsel;
- s providing us with information relating to other liabilities and contingent gains or losses, including those associated with guarantees, whether written or oral, under which the Municipality is contingently liable;
- t providing us with information on whether or not the Municipality has satisfactory title to assets, liens or encumbrances on assets, and assets pledged as collateral;
- u providing us with information relating to compliance with aspects of contractual agreements that may affect the consolidated financial statements;
- v providing us with information concerning subsequent events; and

Written confirmation of significant representations

- w providing us with written confirmation of significant representations provided to us during the Engagement on matters that are:

- i directly related to items that are material, either individually or in the aggregate, to the consolidated financial statements; and
- ii not directly related to items that are material to the consolidated financial statements but are significant, either individually or in the aggregate, to the Engagement.

The Municipality's management agrees to make available draft consolidated financial statements, including appropriate note disclosures and any accompanying other information in time to allow for the audit to be completed within the proposed timeframe. In addition, the Municipality's management agrees to inform us of any factors or circumstances that come to their attention during the period from the date of the auditor's report to the date consolidated financial statements are issued that may impact the consolidated financial statements; including their disclosures.

It is agreed that for any electronic distribution of your consolidated financial statements and our report thereon, management is solely responsible for the accurate and complete reproduction of the consolidated financial statements and our report thereon.

While the report may be sent to the Municipality electronically by us for your convenience, only the signed (electronically or manually) report constitutes the Municipality's record copy.

If the management intends to publish or otherwise reproduce our report (or otherwise make reference to Grant Thornton LLP) in a document(s) that contains other information (including in a document(s) that will be used in connection with a public offering of securities), the Municipality's management agrees to (a) provide Grant Thornton with a draft of such document(s) to read, and (b) obtain our approval for inclusion of our report in such document(s), before the document(s) are finalized and distributed. The Municipality's management also agrees that if our name is to be used in connection with the consolidated financial statements, it will attach our auditors' report when distributing the consolidated financial statements to any third parties. The Municipality's management agrees to provide us with adequate notice of the preparation of such document(s).

We look forward to full cooperation from your staff during our audit.

Non-audit services directly related to the audit

We will assist the Municipality's management in preparation of the consolidated financial statements. However, the Municipality's management remains at all times responsible for the preparation and fair presentation of the Municipality's consolidated financial statements in accordance with Canadian Public Sector Accounting Standards.

Reporting

Unless unanticipated difficulties are encountered, our report will be substantially in the following form:

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Taxpayers of the
Corporation of the City of Port Colborne

We have audited the accompanying consolidated financial statements of the Corporation of the City of Port Colborne, which comprise the consolidated statement of financial position as at December 31, 2016, and the consolidated statements of operations, changes in net financial assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Corporation of the City of Port Colborne as at December 31, 2016, and the results of its operations, changes in net financial assets and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

[Auditor's signature]

[Date of the auditor's report]

[Auditor's address]

The form and content of our report may need to be amended in the light of our audit findings.

Fees

Fees are based on the time required by the individuals assigned to perform the Services defined herein. Individual hourly rates vary according to the degree of responsibility involved and experience and skill required.

Any fee estimates by Grant Thornton take into account i) the agreed-upon level of preparation and assistance from your personnel; and ii) the hourly rates for our professionals that will be providing the Services. Grant Thornton undertakes to advise the Municipality's management on a timely basis should this preparation and assistance not be provided or should any other circumstances arise which cause actual time to exceed that estimate. We will provide the services outlined in this letter for fees not to exceed the following:

Report	2016 Fees	2017 Fees	2018 Fees	2019 Fees	2020 Fees
Audit of the City of Port Colborne consolidated financial statements including the preparation of the consolidated financial statements	\$ 38,000	\$ 38,800	\$ 39,600	\$ 40,400	\$ 41,200

Other services

Any additional services that the Municipality may request and we agree to provide will be covered by a separate written engagement letter.

Municipality consent to production

The Municipality hereby acknowledges that we may from time to time receive requests or orders from professional (provincial institutes) or other regulatory or governmental authorities (including the Canada Revenue Agency) to provide them with information and copies of documents in our files including working papers and other work-product relating to the Municipality's affairs. The Municipality consents to us providing or producing, as applicable, these documents and information without further reference to, or authority from, you.

When a regulatory authority requests access to our working papers and other work-product relating to the Municipality's affairs, we will, on a reasonable efforts basis, refuse access to any document over which the Municipality has expressly informed us at the time of delivery that the Municipality asserts privilege, except where disclosure of documents is required by law or requested by a provincial Institute/Order of Canadian Chartered Professional Accountants pursuant to its statutory authority. The Municipality must mark any document over which it asserts privilege as privileged and inform us of the grounds for the Municipality's assertion of privilege (such as whether it claims solicitor-client privilege or litigation privilege).

We may also be required to provide information relating to the fees that we collect from the Municipality for the provision of audit services, other accounting services and non-audit services, and the Municipality consents to the disclosure of that information as may be required by the regulatory authority.

The Municipality agrees to reimburse us, upon request, at our standard billing rates for our professional time and expenses, including reasonable legal fees, incurred in dealing with the matters described above.

Release and indemnification

You agree to release, indemnify and hold harmless Grant Thornton, its affiliates and their respective directors, officers, partners, principals, employees, consultants and contractors from any and all claims, liabilities, costs and expenses (including any and all legal expenses incurred by Grant Thornton) arising out of or based upon: (a) any misstatement or omission in any material, information or representation supplied or approved by you; or (b) any other matter related to or arising out of this Engagement, except to the extent finally determined to have resulted from the negligence, wilful misconduct or fraudulent behaviour of Grant Thornton.

Limitation of liability

In any action, claim, loss or damage arising out of the Engagement, you agree that Grant Thornton's liability will be several, and not joint and several, and you may only claim payment from Grant Thornton of its proportionate share of the total liability based on degree of fault as finally determined. Any action against us must be commenced on or before the date which is the earlier of i) eighteen months from the completion of the Services; and ii) the date by which an action must be commenced under any applicable legislation other than limitation legislation.

The total liability assumed by Grant Thornton for any claim, loss or damage arising out of or in connection with the Engagement, regardless of the form of action, claim, loss or damage be it tort, contract or otherwise, shall in no event exceed the aggregate of the professional fees paid to Grant Thornton for that portion of the Services that has given rise to the claim. In addition, Grant Thornton shall not under any circumstances be liable for any special, indirect or consequential damages, including without limitation, lost profit or revenue, or similar damages.

Standard terms and conditions

This letter and our standard terms and conditions attached as Schedule A, shall form the basis of the Engagement.

Survival of terms

This engagement letter will continue in force for subsequent audits unless terminated by either party by written notice prior to the commencement of the subsequent audit.

Acceptance of engagement letter

Please confirm your acceptance of this Engagement by signing below and returning this letter to us.

We are proud to serve you and we appreciate your confidence in our work.

Yours sincerely,

Grant Thornton LLP



James D. Brennan, CPA, CA
Principal

JDB/jf

The services and terms as set forth in this letter are agreed to.

City of Port Colborne

By:

“Signed” “Peter Senese”

“Director of Corporate Services/Treasurer”
(Title)

“October 24, 2016”
(Date)

Schedule A

Terms and conditions

Except as otherwise specifically stated in the Engagement, the following general terms and conditions apply to and shall form part of the Engagement.

Responsibilities – Grant Thornton shall use all reasonable efforts to complete the Services within the time-frame, if any, stipulated in the Engagement. Grant Thornton shall not be liable for failures or delays in performance of the Services that arise from causes beyond its control, including the untimely performance by the Municipality of the Municipality's obligations and responsibilities as set out in the Engagement.

Information and announcements - The Municipality shall cause to be provided or provide Grant Thornton with all material information in its possession or control or to which it has access and such other information as Grant Thornton deems relevant for the purposes of completing the Services contemplated by the Engagement. The Municipality shall also provide where applicable, access to its directors, officers or professional advisers as required by Grant Thornton in order for it to complete the Services. The Municipality undertakes that if anything occurs after the supply of any such information or documents which would render same inaccurate, untrue, unfair or misleading it will promptly notify Grant Thornton and shall take all such steps as Grant Thornton may require to correct such information or documents.

Unless otherwise contemplated or permitted by the Engagement, any advice, reports (including the audit report), compiled or reviewed financial statements, information or opinions, whether written or oral, rendered or provided by Grant Thornton to the Municipality (and/or its affiliates) ("Deliverables"), or any communications between Grant Thornton and the Municipality (and/or its affiliates) in connection with the Engagement may not be disclosed to any third party without the prior written consent of Grant Thornton with the exception of, any applicable taxing authorities and the Municipality's financial institution. Any Deliverables shall be solely for the benefit of the Municipality and not for the benefit of any third party and may be relied upon only for the purpose for which the Deliverable is intended as contemplated and/or defined within the Engagement. Grant Thornton recognizes no responsibility whatsoever, other than that owed to the Municipality as at the date on which the Deliverable is given to the Municipality by Grant Thornton, for any unauthorized use of or reliance on any Deliverables.

Independent contractor – Grant Thornton shall provide all services as an independent contractor and nothing in this Engagement shall be construed as to create a partnership, joint venture or other similar relationship with the Municipality or any other party. Neither the Municipality nor Grant Thornton shall have the right, power or authority to obligate or bind the other in any manner.

Subcontracting – The Municipality agrees that Grant Thornton may authorize, allow or require its affiliates and contractors to assist in the performance of the Services and to share in Grant Thornton's rights under the Engagement, including any protections available hereunder, provided that such party(ies) shall commit (as applicable) to be bound by the obligations set forth in the Engagement.

Grant Thornton International Ltd - Grant Thornton is a Canadian member of Grant Thornton International Ltd., a global organization of member firms in over 100 countries. Member firms are not members of one international partnership or otherwise legal partners with each other. There is no common ownership, control, governance, or agency relationship between member firms.

Assisting firms – Unless otherwise stipulated within the Engagement, this Engagement is with Grant Thornton. In the course of providing the Services, we may at our sole discretion, draw upon the resources of or subcontract a portion of the Services to another entity (including a partnership) which may carry on business under the name which may include within its name "Grant Thornton" or be another member firm of the worldwide network of Grant Thornton International Ltd. member firms (hereinafter "GT Affiliates").

Unless a GT Affiliate is contracted by you to provide any of the Services which are subject to this Engagement, the provision of those Services remain the responsibility of Grant Thornton and the Municipality agrees that it will not bring any claim, whether in contract, tort (including negligence) or otherwise against any GT Affiliate in respect of this Engagement or the Services defined herein. In these circumstances, any GT Affiliate that deals with you for the purpose of completing the Services does so on behalf of Grant Thornton. The provisions of this clause have been stipulated for the benefit of GT Affiliates. GT Affiliates will have the right to rely on this clause as if they were parties to the Engagement and will have the right (subject to the discretion of the courts) to a stay in proceedings if you bring any claim against any GT Affiliates in breach of this clause.

Non-solicitation – In addition to any further non-solicitation rights as may be defined within the Engagement, the Municipality agrees that it shall not solicit for employment or hire any of the partners, principals, employees or consultants of Grant Thornton or GT Affiliates who are involved in the performance of the Services during the term of the Engagement and for a period of twelve (12) months thereafter, without our express written consent.

Confidentiality – Subject to any further rights of disclosure so defined within the Engagement, all information which Grant Thornton receives from the Municipality or the Municipality's directors, officers, agents, advisors or counsel in connection with the performance of the Services and which is for the time being confidential ("Confidential Information"), will be held in strict confidence, provided that Grant Thornton shall be free to, without the requirement to seek any further consent or authorization from the Municipality, make disclosures (a) as a result of any applicable law, court or other order binding upon it, under the laws of, or pursuant to any governmental action (including requests and orders), regulatory requirement, or professional standard obligations (including disclosure to a provincial institute of Canadian chartered professional accountants); (b) make disclosures of such information to any professional advisers, consultants and/or contractors, including GT Affiliates it may consult in connection with the Engagement and the performance of the Services; (c) to other GT Affiliates for the sole and express purpose of adhering to Grant Thornton International Ltd annual compliance review and (d) make disclosures with the Municipality's consent.

Notwithstanding anything to the contrary contained within the Engagement, Grant Thornton shall not be obligated to treat as confidential, or otherwise be subject to any restrictions on use, disclosure or treatment as contained within the Engagement, of any information disclosed by the Municipality which, (i) is rightfully known by Grant Thornton on a non-confidential basis prior to its disclosure by the Municipality; (ii) is independently developed by Grant Thornton without reference to or use of the Municipality's Confidential Information; (iii) is or later becomes publicly available without violation of the Engagement; or (iv) is lawfully obtained by Grant Thornton from another party.

Working papers/reports – The advice or opinions of Grant Thornton, including all materials, reports, information, data, and work created, developed or performed by Grant Thornton during the course of the Engagement ("the Grant Thornton Materials") shall belong to Grant Thornton, with the exception of final tax returns (if applicable), original contracts, other documents of title held to the Municipality's order and any documents the return of which the Municipality has stipulated, on or prior to their release to Grant Thornton (the "Municipality Materials"). Notwithstanding the foregoing, Grant Thornton may retain a copy of any or all of the Municipality Materials (including Confidential Information) as required by Grant Thornton, in its sole discretion, to meet any obligations imposed by professional standards.

Conflict of interest – Grant Thornton, its associated entities and GT Affiliates are involved in a wide range of financial advisory activities out of which conflicting interests or duties may arise. Within Grant Thornton, its associated entities and GT Affiliates, practices and procedures are maintained to restrict the flow of information and thereby manage or assist in managing such conflicts in a proper manner. Nothing within this Engagement will be interpreted to preclude Grant Thornton, its associated entities or GT Affiliates from engaging in any transaction or representing any other party at any time or in any

capacity, provided that Grant Thornton shall not, knowingly provide services to another party under circumstances which would place Grant Thornton in a direct conflict of interest during the term of the Engagement without the Municipality's prior written consent. In the event Grant Thornton becomes conflicted, as determined in its discretion, Grant Thornton shall be permitted, but not obligated to, terminate this Engagement without any additional liability to the Municipality, upon fourteen (14) days prior written notice.

Independence – In the event the Municipality is (i) an entity that is registered with the United States Securities and Exchange Commission; or (ii) an affiliate of a registrant, and a provision(s) contained within the Engagement would be prohibited by, or impair the independence of, any member firm of Grant Thornton International Ltd (“Grant Thornton International”) under any law or regulation applying to the Client, such provision(s) shall not apply to the Engagement to the extent that is necessary to avoid the prohibition against or impairment of the referenced independence of the respective Grant Thornton International member firm.

Access to and disclosure of information – Grant Thornton is committed to the protection of personal information. During the course of planning, performing and reporting the result of the Services or as otherwise permitted under this Engagement, Grant Thornton, its employees, partners, contractors, consultants, and GT Affiliates may need to obtain, use and disclose Municipality information (including Confidential Information and personal information) in the possession of, or under the control of the Municipality. The Municipality acknowledges this potential use and/or disclosure and agrees that it is responsible for obtaining, where required under applicable law or regulation, a court order or consent from any party (including third parties) in order to permit Grant Thornton, its employees, partners, contractors, consultants, and/or GT Affiliates, to access, obtain, use and/or disclose Municipality information (including Confidential Information and personal information) accessed by us or provided to us by the Municipality or a party authorized by the Municipality for the purposes of completing the Services, other disclosure so defined within the Engagement or for those additional purposes as more fully explained within Grant Thornton's privacy policy, as it may be amended from time to time and available at www.grantthornton.ca.

Electronic communication – Grant Thornton and the Municipality may need to electronically transmit confidential information to each other and to other entities engaged by either party during the Engagement. Electronic methods include, but are not limited to telephones, cellular telephones external hard drives, electronic mail and facsimiles. These technologies provide for a fast and convenient way to communicate. However, all forms of communications have inherent security weaknesses and the risks of compromised confidentiality cannot be eliminated. Notwithstanding the inherent risks, the Municipality agrees to the use of such electronic methods to transmit and receive information (including confidential information), between Grant Thornton and the Municipality and between Grant Thornton and outside specialists, contractors or other entities engaged by either Grant Thornton or the Municipality. The Municipality further agrees that Grant Thornton shall not be liable for any loss, damage, expense, inconvenience or harm resulting from the loss, delay, interception, corruption or alteration of any electronic communication due to any reason whatsoever.

The Municipality also agrees that Grant Thornton professionals shall be authorized to connect their computers to the Municipality's IT network, subject to any specific restrictions the Municipality provides to Grant Thornton. Connecting to the Municipality's IT network or the internet via this network, while at the Municipality's premises, will be primarily for the purpose of conducting normal business activities, and those relating to the completion of the Services.

Expenses – If applicable, the Municipality will reimburse Grant Thornton for all reasonable out-of-pocket expenses incurred by Grant Thornton in entering into and performing the Services, whether or not it is completed, including but not limited to, travel, telecommunications costs, fees and disbursements of other professional advisers, and other disbursements customary in engagements of this nature. All other out-of-pocket expenses will be charged at cost as incurred by Grant Thornton.

Taxes – All fees and other charges payable to Grant Thornton do not include any applicable federal, provincial, or other goods and services tax or sales tax, or any other taxes or duties whether presently in force or imposed in the future. All sums payable to Grant Thornton hereunder shall be paid in full without withholding or deduction.

Billing – All invoices issued by Grant Thornton hereunder are due within 30 days of the invoice date. Interest will be charged on all overdue accounts at a rate of 1.5% per month (18% per annum) until paid. Fees paid or payable to Grant Thornton under this Engagement are non-refundable and shall not be subject to set-off. Unless otherwise directed by Grant Thornton, all fees, expenses and other sums will be billed and payable in Canadian Dollars.

Termination – Either the Municipality or Grant Thornton may terminate the Engagement upon fourteen (14) days prior written notice to the other party. In addition to the foregoing, Grant Thornton may also terminate the Engagement in the event of a breach of any term of the Engagement by the Municipality which is not cured by the Municipality within ten (10) days of receipt of written notice as to the breach. Upon termination for any reason, the parties shall return each other's confidential information, except that Grant Thornton may retain one copy for its working papers and one copy of the Municipality Materials even if same may contain confidential information of the Municipality. In addition to its rights of termination provided herein and notwithstanding anything to the contrary in the Engagement, Grant Thornton shall also have the right upon five (5) days prior written notice to the Municipality to (i) suspend or terminate its Services in the event the Municipality fails to pay Grant Thornton any amount due to it under the terms of the Engagement; or (ii) terminate its Services in the event Grant Thornton discovers any information which Grant Thornton determines, in its sole discretion, may affect its reputation, integrity, or independence. In the event of termination, the Municipality agrees to compensate Grant Thornton for all time expended and costs incurred up to and including the date of termination.

In the event neither the Municipality or Grant Thornton exercise any of their respective rights regarding termination of the Engagement, the Engagement will continue in full force and effect for the year ending noted within the Engagement and until such time as the Engagement is superseded or replaced by another Engagement.

Severability – Each provision of this Engagement is severable and if any provision (in whole or in part) is or becomes invalid or unenforceable or contravenes any applicable regulations or laws, the remaining provisions and the remainder of the affected provision (if any) will not be affected.

Assignment – No assignment shall be made by either party of their respective obligations under this Engagement without the prior written consent of the other party.

Publication – Unless otherwise permitted by the engagement, under no circumstances without the express prior written consent of Grant Thornton, shall the Municipality disclose, release, use, make reference to, or quote Grant Thornton's name, logo or any Deliverable (whether written or verbal) within any press release, press conference, website update, media release or any other form of public disclosure (“Disclosure Document”) other than for litigation purposes, but only to the extent and in the manner that such use is contemplated by the Engagement. In the event the Municipality wishes to seek Grant Thornton's consent as required by the Engagement, the Municipality shall provide to Grant Thornton a copy of such Disclosure Document for prior approval, which approval may be unreasonably withheld.

Municipality representations, warranties and covenants - The Municipality represents, warrants and covenants to Grant Thornton that:

- a. the execution, delivery and performance of the Engagement has been duly authorized and does not conflict with or violate any contractual, statutory, common law, legal, regulatory or other obligation by which the Municipality is bound; and

b. the Engagement is the legal, valid and binding obligation of the Municipality, enforceable in accordance with its terms.

Grant Thornton representations, warranties and covenants - Grant Thornton represents, warrant and covenants to the Municipality that Grant Thornton will provide the Services described within the Engagement in a professional and competent manner. Grant Thornton makes no other representation or warranties and explicitly disclaims all other warranties and representations whether expressed or implied by law, usage of trade, course of dealing or otherwise.

Surviving provisions – The Municipality's obligations in respect of confidentiality, payment of fees and expenses, Municipality consent to production, release and indemnification, and limitation of liability as outlined within the Engagement shall survive termination of the Engagement.

Governing law and forum – The Engagement, including these terms and conditions shall be governed by and construed in accordance with the laws of the Province in which the Engagement was signed by Grant Thornton.

Other matters – The failure of either party to insist on strict performance of the Engagement, or to exercise any option herein, shall not act as a waiver of any right, promise or option, but the same shall be in full force and effect. No waiver of any term or provision or of any breach or default shall be valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any other term or provision or any subsequent breach or default of the same or similar nature.

Complete agreement - This Engagement, including these terms and conditions and any schedules, sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes and cancels any prior communications, understandings, and agreements between the parties. This Engagement may not be amended or modified except in writing between the parties and shall inure to the benefit of and be binding upon the parties and their respective successors.

Appendix C – PSAB Accounting developments

Public Sector Accounting Board [updated September 30, 2017]	Effective date
<p>GNPOs only – Section PS 4260 <i>Disclosure of related party transactions by not-for-profit organizations</i> (Withdrawn December 2016)</p> <p>This Section has been withdrawn because similar disclosure requirements are provided in Section PS 2200 <i>Related party disclosures</i>.</p> <p>In addition, in Section PS 4250 <i>Reporting controlled and related entities by not-for-profit organizations</i>, the definitions of control and shared control have been amended to conform to those provided Section PS 2200 <i>Related party disclosures</i>.</p>	<p>Section PS 4260 will remain in effect for GNPOs reporting under PSAS plus the PS 4200 series until Section PS 2200 must be adopted for fiscal periods beginning on or after April 1, 2017.</p> <p>Earlier adoption is permitted.</p>
<p>Section PS 3430 <i>Restructuring transactions</i></p> <p>This new Section defines a restructuring transaction and establishes standards for recognizing and measuring assets and liabilities transferred in a restructuring transaction.</p> <p>A restructuring transaction is a transfer of an integrated set of assets and/or liabilities, together with related program or operating responsibilities without consideration based primarily on the fair value of the individual assets and individual liabilities transferred. The main requirements in the new Section are:</p> <ul style="list-style-type: none"> • The net effect of a restructuring transaction is recognized as revenue or an expense by the entities involved (transferor/recipient) • The recipient must recognize the individual assets and liabilities received in a restructuring transaction at their carrying amounts with applicable adjustments at the restructuring date • The transferor and recipient cannot restate their financial position or results of operations as if the transaction had happened from inception • The transferor and recipient must disclose sufficient information to enable users to assess the nature and financial effects of a restructuring transaction on their financial position and operations <p>The issuance of this new Section also resulted in consequential amendments to Section PS 3050 <i>Loans receivable</i>.</p>	<p>Fiscal years beginning on or after April 1, 2018.</p> <p>Earlier adoption is permitted.</p>

Appendix D – Auditing developments

Canadian Auditing Standards (CASs) and other Canadian Standards Issued by the AASB	Effective date
<p>Section 7170, Auditor's Consent to the Use of the Auditor's Report in Connection with Business Acquisition Reports</p> <p>While the existing section, Section 7500 deals with requests for the auditor's consent to using the auditor's report in connection with a designated document, Section 7170 is specific to the situation where the auditor is asked to consent to the auditor's report being included in a business acquisition report being issued by the acquirer. The wording of the existing section has been replaced with wording that is specific to this situation of business acquisition reports. The changes include the following:</p> <ul style="list-style-type: none"> • the auditor's consent can be provided either orally or in writing, whereas previously it was required to be provided in writing • the requirements with respect to what needs to be included in the auditor's consent have been reduced (e.g. the auditor is no longer required to identify any modifications to the audit report) <p>Consent in connection with designated documents other than business acquisition reports will continue to be addressed by Section 7500.</p>	<p>Section 7170 is effective for an auditor's consent to the use of their report in a business acquisition report issued on or after June 1, 2017, with early adoption permitted.</p>
<p>Proposed standards, CSAE 3530 - Special Considerations - Attestation Engagements to Report on Compliance and CSAE 3531 - Special Considerations - Direct Engagements to Report on Compliance</p> <p>These proposed standards set out specific requirements and application material applicable when applying CSAE 3000 or CSAE 3001 (discussed above), as appropriate, to engagements to report on compliance.</p> <p>It is proposed that CSAE 3530 and CSAE 3531 would replace the following sections:</p> <ul style="list-style-type: none"> • Section 5800 - <i>Special Reports - Introduction</i> • Section 5815 - <i>Auditor's Reports on Compliance with Agreements, Statutes and Regulations</i> • Section 8600 - <i>Reviews of Compliance with Agreements and Regulations</i> • Paragraphs PS 5300.11-13 of <i>Auditing for Compliance with Legislative and Related Authorities in the Public Sector</i> <p>The public interest considerations behind this project are to improve consistency in how practitioners perform these types of engagements and to require more transparency and clarity in reporting.</p>	<p>The comment period has closed. Comments on the re-exposure draft were due by July 28, 2017.</p>

Report Number: 2018-96

Date: July 9, 2018

SUBJECT: Port Colborne Welland LINK Bus Route and Schedule Changes

1) PURPOSE:

To request Council's consideration and approval of a route change and schedule change for the Port Colborne Welland LINK Bus to accommodate three (3) additional trips to provide additional and enhanced service at no additional cost to Port Colborne as recommended by the Transit Advisory Committee

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

The LINK bus route and schedule has been in place for nine (9) years. Welland Transit has fine-tuned the route since 2008 when they were contracted to operate the transit system. The routes were established to provide coverage from Port Colborne City Hall north on Elm Street to Barrick Road to Highway 58 to the north end of Welland to Niagara College and Seaway Mall to the Welland Terminal and returning back to Port Colborne as shown in the map on Appendix A.

The LINK bus schedule currently has six (6) trips. Port Colborne started the service with three (3) trips and this was extended to six (6) trips when the Regional Transit came into effect, including Saturday service. The Region of Niagara covers the cost of the additional trips including the Saturday trips for all times of service.

3) STAFF COMMENTS AND DISCUSSIONS

It was proposed to the Transit Advisory Committee that the service could be extended to nine (9) trips between the municipalities versus the current six (6) trips. In addition, a route change was proposed to accommodate the extra trips. The revisions are provided within the same time envelope and therefore there is no additional cost for the service. The change in the Welland route provides time to establish the three (3) additional trips.

Welland Transit and Port Colborne staff proposed a route change which eliminates the circuitous Welland north end loop and provides greater options for customers connecting to municipal (travelling throughout Welland), inter municipal (regional), and intercity (Coach Canada) services. The time savings in the route will enable the service of one additional trip in the morning, afternoon and evening. The scheduled arrival/departure times are consistent and easier to service more customers. The extra trips provide for enhanced access for customers travelling for employment, academic, medical and social services. The evening service departure from Welland provides an earlier option for Port Colborne residents to travel home.

The new route being proposed would have the LINK bus depart from Port Colborne City Hall and run the same route to Welland going directly to the Welland Terminal. From the Welland Terminal customers can connect to the Niagara College bus, Welland Transit

bus or the Regional bus. Along the route between Welland and Port Colborne, customers can get on or off the bus at any signed bus stops, including the Hospital. In addition, the Terminal to City Hall connection assists with various fare media challenges regarding the type of ticket/pass accepted in each municipality.

The additional trips are proposed to be at 9:15 am, 2:15 pm and 7:15 pm. The current trips are to be adjusted to 7:15 am, 8:15 am, 12:15 pm, 1:15 pm, 5:15 pm and 6:15 pm. See the attached proposed schedule Appendix B.

The Transit Advisory Committee reviewed the proposed route change and the schedule of times including the extra trips to be recommended to City Council for approval.

It is recommended that the proposed changes take effect on September 1, 2018. Customers will be notified on the bus, posted on the web site and through social media.

As an information item, Welland Transit purchased a new bus which is now in service for the Port Colborne Welland LINK transit route. It is a Vicinity 30 foot coach with 24 seats and a 2 position bike rack. The bus was purchased at a cost of \$450,000 and is fully accessible (low floor with ramp) with two securement positions for mobility devices. A picture is attached as Appendix C.

4) OPTIONS AND FINANCIAL CONSIDERATIONS

- a) Do nothing is not being recommended, as the proposed changes provide enhanced service to the transit system.
- b) Council could propose an alternative route and times to provide the service.
- c) It is recommended that Council approve the proposed changes to the LINK route from Port Colborne City Hall directly to the Welland Terminal with stops at designated bus stops and to provide connections to the Niagara College bus, Welland Transit bus and Regional bus at the Welland Terminal. This will include changing the time schedule and adding three (3) additional trips as shown in Appendix B.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not applicable.

6) ATTACHMENTS

Appendix A – Current Port Colborne Welland LINK map
Appendix B – Proposed LINK Schedule
Appendix C – Picture of new LINK bus
Appendix D – Current LINK Schedule

7) RECOMMENDATION

That the Port Colborne Welland LINK bus route change and schedule change to accommodate the provision of three (3) additional trips for the transit service between Port Colborne and Welland as described in Corporate Services Department, Finance Division Report 2018-96, be approved, effective September 1, 2018.

8) SIGNATURES

Prepared on June 26, 2018 by:

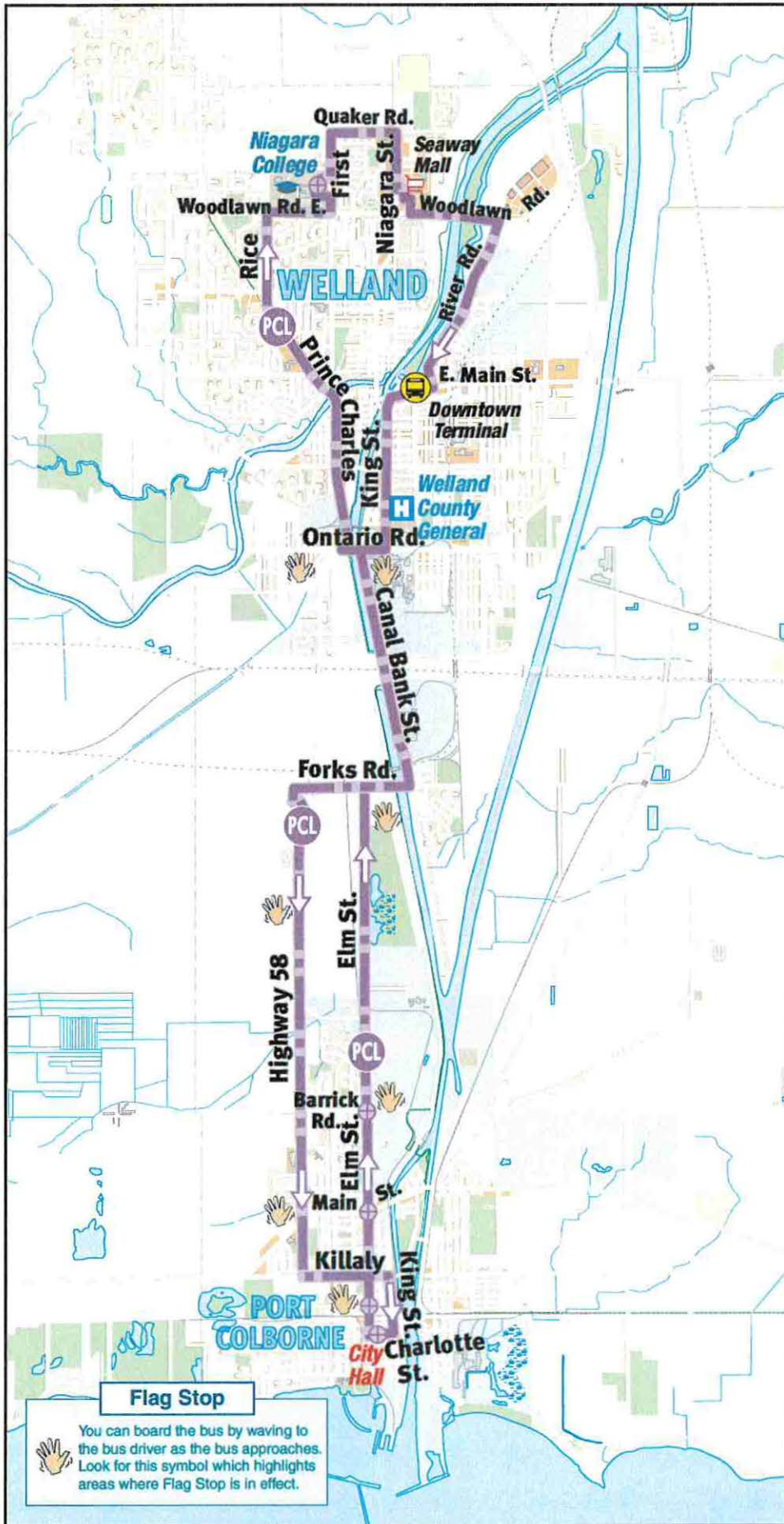


Peter Senese
Director of Corporate Services

Reviewed and respectfully submitted by:



Chris Lee
Acting Chief Administrative Officer



Port Colborne – Welland LINK Proposal
Effective September 1, 2018

P.C. City Hall Departure	Ontario & King (Hospital)	Welland Terminal Arrival	Welland Terminal Departure	Ontario & King (Hospital)	P.C. City Hall Arrival
7:15 am		7:42 am	7:45 am		8:10 am
8:15 am		8:42 am	8:45 am		9:10 am
9:15 am		9:42 am	9:45 am*		
12:15 pm		12:42 pm	12:45 pm		1:10 pm
1:15 pm		1:42 pm	1:45 pm		2:10 pm
2:15 pm		2:42 pm	2:45 pm*		
			4:45 pm		5:10 pm
5:15 pm		5:42 pm	5:45 pm		6:10 pm
6:15 pm		6:42 pm	6:45 pm		7:10 pm
7:15 pm*					

*Bus returns to Welland garage

PORT COLBORNE LINK

👉 Flag Stop Bus Route 👈

Time of Day	Port Colborne City Hall (Depart)	Ontario Rd. & Canal Bank St.	Niagara College	Seaway Mall	Downtown Terminal	Ontario Rd. & King St.	Port Colborne City Hall (Arrive)
MONDAY - SATURDAY							
AM	7:15	7:31	7:40	7:47	7:54	8:00	8:20
	8:20	8:36	8:45	8:52	8:59	9:05	9:25
PM	12:05	12:21	12:30	12:37	12:44	12:50	1:10
	1:15	1:31	1:40	1:47	1:54	2:00	2:20
	5:10	5:26	5:35	5:42	5:49	5:55	6:15
	6:20	6:36	6:45	6:52	6:59	7:05	7:25



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**Community and Economic Development Department
Events Division**

Report Number: 2018-101 Date: July 9, 2018

Subject: Canal Days - Bass Pro Range

1) PURPOSE:

This Community Services Events report seeks Council approval for an exception to the City's Discharge of Firearms By-law to allow Bass Pro Outdoor World to operate a BB gun shooting range at Canal Days 2018.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Bass Pro Outdoor World (Bass Pro) offers an attraction to area festivals at which users can safely use BB guns to shoot at targets in a protected, inflatable shooting range. The attraction is intended to allow users to try target practice in a safe environment and to educate the community on gun safety. This attraction has been offered at a number of community events in the Niagara area and staff from Bass Pro have been in contact with City Staff with respect to offering the attraction at this year's Canal Days Marine Heritage Festival.

The City's Discharge of Firearms By-law does not permit the discharge of BB guns within the City of Port Colborne. In order to allow the attraction to be demonstrated at Canal Days, City Council would have to permit an exception to the by-law.

3) STAFF COMMENTS AND DISCUSSIONS

The City tries to bring unique attractions to the Canal Days Marine Heritage Festival. Bass Pro has been an active participant at past Canal Days festivals and has typically brought an interactive fishing demonstration where children can attempt to catch fish that are common in the local area and learn about local fisheries.

The Bass Pro Range is a similar demonstration that allows an interactive use of Daisy BB guns in a safe, enclosed, inflatable range. Each user is instructed on the safe use of the BB gun and signs a participation waiver before undertaking the activity.

By-Law Enforcement Division

Staff received the following comment from the By-law Enforcement Division: "This is not allowed under our Discharge of Firearms By-law".

Niagara Regional Police

Staff received the following comments from the 6 District Staff Sergeant: "I have no concerns regarding the use of it should you wish to pursue a by-law amendment".

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) **Do nothing.**

If Council chooses not to permit the exception to the Discharge of Firearms By-law, the Bass Pro range will not be permitted and the attraction will not be offered at Canal Days. (Not recommended).

b) **Other Options**

Council could choose to permit the exception to the Discharge of Firearms By-law, allowing Bass Pro to bring the Bass Pro range to Canal Days. (Recommended).

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not Applicable.

6) ATTACHMENTS

Appendix A – Bass Pro Participation Release (sample)

7) RECOMMENDATION

That in accordance with Community and Economic Development Department, Events Division Report 2018-101, exception be approved to by-law 2499/115/90, the Discharge of Firearms By-law, to permit Bass Pro Outdoor World to operate a BB gun shooting range at Canal Days 2018, August 3-6, 2018.

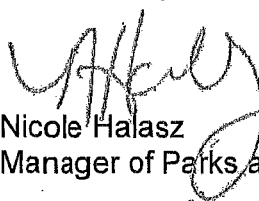
8) SIGNATURES

Prepared on June 27, 2018 by:



Gina Tartaglia
Event Coordinator, Community Services

Reviewed by:



Nicole Halasz
Manager of Parks and Recreation

Reviewed and respectfully submitted by:



Chris Lee
Acting Chief Administrative Officer

WAIVER AND RELEASE OF LIABILITY

THIS WAIVER AND RELEASE OF LIABILITY ("Release") is entered into this ____ day of _____, 20__ by and between Bass Pro Outdoor World, L.L.C. and its parent, subsidiaries, affiliates, officers, directors, employees and agents (collectively, "Bass Pro") and

Name _____ Age _____

Address _____, and if Participant is under age 18,
(Parent/Guardian/Relationship) _____ (collectively, "Participant").

WHEREAS, Bass Pro is conducting _____ Event"), at Bass Pro Outdoor World in (store location) _____ and Participant desires to participate in the Event;

NOW, THEREFORE, in consideration of the opportunity to participate in the Event, the mutual covenants and conditions of this Release, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Participant agrees as follows:

SECTION 1: REGISTRATION OF PARTICIPANT(S).

A. The individual listed above as Participant wishes to participate in the Event.

B. For the protection of all Participants' safety and well-being, Bass Pro strongly recommends that persons with certain medical conditions should consider not participating in the Event. Examples of such conditions include, but are not limited to, hearing impairment, visual impairment, pregnancy, respiratory conditions, and other impairments ("Health Conditions"). Participant acknowledges that he /she understands that Participant is responsible for any and all adverse affects resulting from participation in the Event associated with any and all Health Conditions.

SECTION 2: RIGHT TO REFUSE PARTICIPANT.

Participant understands and agrees that Bass Pro may refuse to allow participation in Event by any Participant or person who Bass Pro believes, in its sole judgment, may present a safety hazard to other Participants, Participant(s), Bass Pro personnel, Bass Pro invitees, and or to him/herself.

SECTION 3: WARNINGS AND ASSUMPTION OF RISK.

PARTICIPANT UNDERSTANDS THAT THERE ARE INHERENT ELEMENTS OF RISK ALWAYS PRESENT IN ANY EVENT DESPITE ALL TYPICAL SAFETY PRECAUTIONS. PARTICIPANT REPRESENTS THAT HE/SHE WILL TAKE ALL NECESSARY SAFETY PRECAUTIONS ASSOCIATED WITH THE EVENT.

SECTION 4: RELEASE OF LIABILITY AND INDEMNIFICATION.

Participant understands and agrees that, except in the event of an intentional act by Bass Pro, Participant accepts full responsibility and agrees not to make a claim, including any claim of NEGLIGENCE, against or sue Bass Pro for bodily injury, personal injury, property damage, death, medical expense and all other loss which is sustained by Participant arising from or associated with Event, ("Injury"). Participant hereby releases, indemnifies and holds Bass Pro harmless from any liability for all such Injury. Parent or Guardian hereby agrees to indemnify and defend Bass Pro for any and all claims or suits arising out of or in connection with a minor Participant on whose behalf Parent or Guardian has executed this Release.

SECTION 5: PUBLICITY.

Participant hereby grants permission to Bass Pro to publish, in any form photographs or other type of media, Participant while involved in the Event and agrees that Participant is not due any payment from Bass Pro for publishing the photographs or other media.

WAIVER AND RELEASE OF LIABILITY

SECTION 6: ENTIRE AGREEMENT/DELAWARE LAW/PARTIAL INVALIDITY.

This Agreement constitutes the final and entire agreement between Bass Pro and Participant (including Parent or Guardian defined as Participant, if applicable) concerning the Event. I agree that the substantive law of Delaware shall apply exclusively in any action, in any litigation, without regard to the conflict of law rules of Delaware. I understand that this Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of Delaware, and that if any portion of this Waiver is found to be void, invalid, or unenforceable, it is agreed that the remaining portions shall remain in full force and effect.

By signing below, the Participant and/or Parent(s) or Guardian(s) warrant that they have read and fully understand that this contract includes a waiver and full RELEASE OF LIABILITY, indemnification, and defense, of Bass Pro and warrant that they sign this document of their own free will.

Participant Signature: _____ Date _____

Printed Name: _____

Parent or Guardian Signature: _____ Date _____

Printed Name: _____

JUN 25 2018

**CORPORATE SERVICES
DEPARTMENT**

From: "Montague, Melissa" <Melissa.Montague@niagararegion.ca>
To:
Cc: "Harrison, Todd" <Todd.Harrison@niagararegion.ca>, "Russell, Karen" <karen.russell@niagararegion.ca>, "Muhic, Stephanie" <Stephanie.Muhic@niagararegion.ca>, "Chamberlain, Helen" <Helen.Chamberlain@niagararegion.ca>
Date: 2018-06-25 03:33 PM
Subject: 2017 Annual Financial Report

Good Morning,

Please find attached the 2017 Annual Financial Report for the Niagara Region for your reference.

Thank You!

Helen Chamberlain, CPA, CA

Director, Financial Management & Planning/Deputy Treasurer

Enterprise Resource Management Services

Niagara Region

1815 Sir Issac Brock Way, P.O. Box 1042

Thorold, ON L2V 4T7

905-980-6000 ext. 3584

1-800-263-7215

www.niagararegion.ca

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2017 Niagara Region Annual Financial Report.pdf

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July 3, 2018

CL 8-2018, June 14, 2018
PEDC 8-2018, June 6, 2018
Report PDS 27-2018

LOCAL AREA MUNICIPALITIES
NIAGARA PENINSULA CONSERVATION AUTHORITY
MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING

SENT ELECTRONICALLY

Regional Official Plan Amendment 13 (Transportation Policies)
PDS 27-2018

Regional Council, at its meeting of June 14, 2018, approved the following recommendation of its Planning and Economic Development Committee:

1. That Report PDS 27-2018, dated June 6, 2018, respecting Statutory Public Meeting for Regional Official Plan Amendment 13 (Transportation Policies), **BE RECEIVED** for information;
2. That Report PDS 27-2018 **BE CIRCULATED** to the Local Municipalities, Niagara Peninsula Conservation Authority, and the Ministry of Municipal Affairs and Housing; and,
3. That the comments provided at this Statutory Public Meeting and the following correspondence items **BE RECEIVED** and **REFERRED** to the preparation of the final report on Regional Official Plan Amendment 13:

PDS-C 27-2018

A letter from D. Hunt, President, Niagara Cycling Clubs Alliance, dated May 29, 2018, outlining concerns with respect to Regional Official Plan Amendment 13 (ROPA 13)

PWC-C 18-2018

Recommendations for Consideration from the Transportation Steering Committee meeting held May 8, 2018

A copy of Report PDS 27-2018 is attached for your information.

Yours truly,



Ann-Marie Norio
Acting Regional Clerk

:jg
CLK-C 2018-87

cc: A. Tikky, Planner, Planning and Development Services
N. Oakes, Executive Assistant to the Commissioner, Planning and Development Services
R. Mostacci, Commissioner, Planning and Development Services

Subject: Statutory Public Meeting for Regional Official Plan Amendment 13 (Transportation Policies)
Report to: Planning and Economic Development Committee
Report date: Wednesday, June 6, 2018

Recommendations

1. That Report PDS 27-2018 **BE RECEIVED** for information; and,
2. That a copy of Report PDS 27-2018 **BE CIRCULATED** to the Local Municipalities, Niagara Peninsula Conservation Authority, and the Ministry of Municipal Affairs and Housing.

Key Facts

- The purpose of this report is to provide information for the Statutory Public Meeting for Regional Official Plan Amendment 13 being held at this time in accordance with Section 17 of the *Planning Act*.
- This Amendment is required to implement goals, vision, and recommendations of the Niagara Region Transportation Master Plan (TMP), which was approved by Regional Council on July 20, 2017, and to ensure policies and mapping in the Regional Official Plan conform with the new Provincial Growth Plan.
- A clear and focused set of transportation policies in the Regional Official Plan is necessary to support prosperity and growth in the Niagara Region.
- This Amendment will repeal the existing policies of the Regional Official Plan and replace them with a new set of transportation policies.
- Changes to the draft Amendment were made in response to the comments received to date from stakeholders and prescribed agencies, including active transportation advocates, several local municipalities, the Ministry of Municipal Affairs, the Niagara Parks Commission, the Niagara Escarpment Commission, and TransCanada Pipelines Limited.

Financial Considerations

There are no direct financial implications arising from this report as the cost to process the Amendment was included in the Council approved 2018 Operating Budget of the Planning and Development Services Department.

Analysis

Background

In 2015, Niagara Region launched the “Niagara 2041” initiative, which included the development of a Transportation Master Plan (TMP). The TMP, which was approved by Regional Council on July 20, 2017, is a comprehensive study that defines policies, programs, and infrastructure improvements needed to address the Region’s transportation and growth requirements until the year 2041. The TMP emphasizes the need to integrate and co-ordinate transportation planning, land use planning, and urban design as part of its implementation in order to reflect the unique needs of the Region’s urban and rural communities.

Accordingly, the Region has undertaken the proposed Regional Official Plan Amendment to ensure the goals, vision, and recommendations identified in the TMP are properly implemented. The Amendment, which is outlined in Appendix I, will replace the existing policies within Chapter 9 of the Regional Official Plan with new policies and mapping that align with the direction of the TMP and conform to the new Provincial Growth Plan for the Greater Golden Horseshoe. The Amendment addresses these key areas:

- Co-ordinated Transportation System Planning;
- Public Transit;
- Active Transportation;
- Complete Streets;
- Transportation Demand Management;
- Regional Road System; and
- Goods Movement.

Furthermore, the Amendment includes additional schedules, updated definitions, and minor adjustments to other sections of the Regional Official Plan to allow for better integration of transportation planning, land use planning, and urban design. If approved, the draft Amendment will equip Niagara Region with current and sound transportation policies to ensure best practices are utilized across the region in alignment with the ongoing comprehensive review of the new Regional Official Plan.

It is imperative that the existing transportation policies of the Regional Official Plan are revised in co-ordination with the TMP to ensure that the direction and recommendations identified in the study are properly implemented. The new Regional Official Plan and its background studies are just commencing, and as such, it is appropriate for the proposed Amendment to the Regional Official Plan to be brought forward at this time.

Public and Stakeholder Consultation

An extensive consultation and engagement strategy was employed as part of the development of the TMP in order to obtain input on relevant transportation issues, constraints, and opportunities. Specifically, the consultation process involved two (2) online surveys, over a dozen public information centres, multiple meetings with stakeholder advisory groups and local area municipalities, and additional meetings with transportation agencies and other stakeholders, including First Nations and Métis representatives.

Following the approval of the TMP, the draft policies and mapping of ROPA 13 were circulated for comment to local municipalities, prescribed agencies, and key stakeholders. Further, in order to answer questions and receive feedback on the draft Amendment from the public, a copy of the Amendment was made available on the Region's website and an Open House was held on November 8, 2017. A Public Meeting was also held during the Planning and Economic Development Committee meeting on November 29, 2017, which provided members of the public an opportunity to speak to the proposed policies and mapping, and allowed staff to provide the Committee with an overview of the Amendment's contents and direction.

To date, Regional staff has received comments for the proposed Amendment from: seven (7) local municipalities, including the City of Niagara Falls, City of Thorold, City of Welland, Town of Fort Erie, Town of Lincoln, Town of Pelham, and Township of West Lincoln; the Ministry of Municipal Affairs; the Niagara Escarpment Commission; the Niagara Parks Commission; TransCanada Pipelines Limited; internal departments and committees; and active transportation advocates, including the Niagara Cycling Clubs Alliance. The feedback received has been used to refine the policies and mapping of ROPA 13 as outlined in Appendix I.

Pursuant to Section 17(17.1) and (17.2) of the *Planning Act*, the statutory Public Meeting must be held following the circulation period, which ended on January 3, 2018. Appropriate notice has been provided to the public for this statutory public meeting, and prescribed agencies and stakeholders have been notified.

Motion from the Transportation Sub-Committee

A motion was passed at the Transportation Sub-Committee (TSC) on May 8, 2018 with regards to the financial commitments for the implementation of bicycle facilities along local municipal roads and trails. The motion was passed as follows:

*"That Correspondence Item TSC-C 6-2018, being a memorandum from D. Giles, Director, Community and Long Range Planning, dated May 8, 2018, respecting Regional Official Plan Amendment 13 Transportation Policies, **BE RECEIVED** for information and the following recommendations **BE APPROVED**:*

1. *That the Policy Section 9.F.2.2 within the existing Official Plan **BE INCLUDED** in Regional Official Plan Amendment 13; and,*
2. *That Policy Section 9.F.2.2 **BE AMENDED** to include the following:*

Where the Niagara Region Bicycling Network is proposed on a local municipal road or trails, the Regional Municipality will be responsible for capital funding of the bicycling facility, subject to annual review, prioritization, funding limits and Regional Council approval. If these funds are not available in totality, they may be cost-shared, and the local municipality is encouraged to seek other funding for the bicycle facilities and if unsuccessful may proceed with capital works without the bicycling facility."

The TSC's motion was subsequently brought forward to the Public Works Committee on May 15, 2018, who deferred the matter to the following Planning and Economic Development Committee meeting on June 6, 2018.

The Regional Official Plan is a land use planning document and, as such, is not the appropriate vehicle for prioritizing budget items and capital works projects. Accordingly, Planning and Public Works staff believe that it is more appropriate for matters related to the timing and funding of the Region's Capital Works program to be outlined within the TMP.

Process and Next Steps

No recommendation is being made on ROPA 13 at this time. The statutory public meeting allows residents and agencies to make their view on the amendment known. Any additional comments submitted on the draft amendment will be summarized and responded to by staff through the recommendation report. The recommendation report will be completed after all comments from stakeholders and information from the statutory public meeting have been received and analyzed.

Based on external and internal feedback, Regional staff will be considering the inclusion of additional policies whereby the Region will be responsible for the implementation (design, construction and finance) of complete streets within Regional rights-of-way in local downtown core areas.

It is noted that through the approval of Bill 139, several changes were made to Section 17 of the *Planning Act* with regards to appeals for Official Plans and Official Plan Amendments. Specifically, Subsection 17 (36.5) states that there will be no appeals with respect to a decision on new Official Plans or Official Plan Amendments that are brought forward under Section 26 of the *Planning Act* as they will be subject to the approval authority of the Ministry of Municipal Affairs. As such, no appeals can be brought forward for ROPA 13.

Alternatives Reviewed

The *Planning Act* requires that a public meeting is held for all amendments to municipal Official Plans. Appropriate notice has been provided for this statutory public meeting and, therefore, must proceed.

Relationship to Council Strategic Priorities

This report supports Council's Business Plan Theme 2 "Healthy Communities" and Theme 5 "Integrated Transportation System".

Other Pertinent Reports

- **PDS 2-2017**, Project Initiation Report, Regional Official Plan Amendment 13 (ROPA 13) -- Transportation Policies, February 22, 2017
- **PDS 50-2017**, Public Meeting Information Report, Regional Official Plan Amendment 13 (ROPA 13) --- Transportation Policies, November 29, 2017

Prepared by:

Alexandria Tikky
Planner
Planning and Development Services

Recommended by:

Rino Mostacci, MCIP, RPP
Commissioner
Planning and Development Services

Submitted by:

Carmelo D'Angelo, BSc, MPA
Chief Administrative Officer

This report was reviewed by Brian Dick, MCIP, RPP, Acting Manager, Long Range Planning, Planning and Development Services Department.

Appendices

Appendix 1

Draft Regional Official Plan Amendment 13 (ROPA 13)

Page 7

APPENDIX I

AMENDMENT NO. 13 TO THE OFFICIAL PLAN FOR THE NIAGARA PLANNING AREA

PART "A" - THE PREAMBLE

The preamble provides an explanation of the Amendment including the purpose, location, background, and basis of the policies, and implementation, but does not form part of this Amendment. The Preamble includes:

- Title and Components
- Purpose of the Amendment
- Location of the Amendment
- Background
- Basis for the Amendment
- Implementation

PART "B" - THE AMENDMENT

The Amendment describes the additions and/or modifications to the Official Plan for the Niagara Planning Area, which constitute Regional Official Plan Amendment No. 13.

- Schedule Changes
- Table Changes
- Text Changes

PART "C" - THE APPENDICES

The Appendices provide information, public participation and agency comments relevant to the Amendment, but do not form part of this Amendment.

PART "A" - THE PREAMBLE

TITLE AND ITS COMPONENTS:

This document, when approved in accordance with Section 26 of the Planning Act, 1990, shall be known as Amendment 13 to the Regional Official Plan of the Niagara Planning Area. Part "A" - The Preamble, contains background information and does not constitute part of this Amendment. Part "B" - The Amendment, which consists of text and map changes, constitutes Amendment 13 to the Regional Official Plan of the Niagara Planning Area. Part "C" - The Appendices, does not constitute part of the Amendment. These Appendices contain information related to public involvement and agency comments associated with the Amendment and do not form part of this Plan.

PURPOSE OF THE AMENDMENT

The purpose of this Amendment is to update the existing transportation mapping, definitions and policies of the Regional Official Plan. Specifically, this Amendment is intended to:

1. Conform to the applicable policies of the Provincial Policy Statement (2014) and the Provincial Growth Plan for the Greater Golden Horseshoe (2017).
2. Equip the Niagara Region with current and sound transportation policies that implement and promote best practices for the movement of goods and people throughout the Niagara Region's transportation system.
3. Ensure that the Regional Official Plan is consistent with the goals, vision, and recommendations identified in the Niagara Region Transportation Master Plan, approved by Regional Council in 2017.

LOCATION OF THE AMENDMENT

This Amendment applies to the entire Niagara Planning Area.

BACKGROUND

In accordance with Section 26 (3) of the *Planning Act*, a special meeting of Regional Council was held on October 10, 2013 in order to initiate a public engagement process known as "Imagine Niagara", which would inform the comprehensive review of the Regional Official Plan. Through consultation with key community

stakeholders, “Imagine Niagara” sought to generate public interest in the review process and provide an opportunity for Niagara residents to outline the future vision for their communities.

Following this public engagement process, the Niagara Region launched the “Niagara 2041” initiative, which included the development of a Transportation Master Plan (TMP). The TMP, which was approved by Regional Council on July 20, 2017, is a comprehensive study that defines policies, programs, and infrastructure improvements needed to address the Region’s transportation and growth requirements until the year 2041. The TMP emphasizes the need to integrate and co-ordinate transportation planning, land use planning, and urban design as part of its implementation in order to reflect the unique needs of the Region’s urban and rural communities.

Accordingly, it is imperative that the existing transportation policies of the Regional Official Plan are revised in co-ordination with the TMP to ensure that the direction and recommendations identified in the study are properly implemented. Given that the new Regional Official Plan and its background studies are only just commencing, it is appropriate for the proposed Amendment to the Regional Official Plan to be brought forward at this time.

BASIS FOR THE AMENDMENT

1. This Amendment implements and conforms to the Provincial Growth Plan for the Greater Golden Horseshoe (2017) and other Provincial Plans with respect to transportation planning across the Niagara Region. The Amendment is consistent with the Provincial Policy Statement (2014) and the Niagara Region Transportation Master Plan.
2. The policies proposed through this Amendment will provide consistency with the goals, vision, and recommendations identified in the TMP, and equip the Region with current and sound transportation policies that will strategically align with the ongoing comprehensive review of the Regional Official Plan.
3. This Amendment will provide new transportation policies which implement and promote best practices for the movement of goods and people throughout the Niagara Region’s transportation system.
4. The new transportation policies within the Amendment will replace the existing policies within Chapter 9 of the Regional Official Plan. The Amendment will also include new mapping schedules, definitions, and minor modifications to policies

in other sections of the Regional Official Plan that will improve its structure and organization.

5. The Amendment is divided into sections, which constitute the Amendment:
 - a) Part I: Modifications to Existing Policies
 - b) Part II: New Policies
 - c) Part III: Definitions
 - d) Part IV: Mapping
6. The Amendment was the subject of a Public Open House and Statutory Public Meeting held under the *Planning Act*. Public and agency comments were addressed as part of the preparation of this Amendment.
7. Based on the Region's review of the *Planning Act*, the Growth Plan for the Greater Golden Horseshoe (2017), the Provincial Policy Statement (2014), the Regional Official Plan, and the Niagara Region Transportation Master Plan, Regional staff is of the opinion that the Amendment is consistent with and aligns with Provincial and Regional policies and plans and, therefore, represents good planning.

IMPLEMENTATION

Chapter 14 - Implementation of the Official Plan for the Niagara Planning Area, shall apply where applicable.

PART "B" - THE AMENDMENT

Amendment 13 To The Official Plan for the Niagara Planning Area

Schedule Changes

1. "Schedule E – Niagara Region Bicycle Network" is repealed.
2. Appendix 1 "Schedule E1 – Transportation Infrastructure" is added to the Plan as "**Schedule E1 – Transportation Infrastructure**"
3. Appendix 2 "Schedule E2 – Strategic Cycling Network" is added to the Plan as "**Schedule E2 – Strategic Cycling Network**"

Text Changes

The Official Plan for the Niagara Planning Area is amended as follows.

Part I – Modifications to Existing Policies

1. **Policy 2.D.2.8** is repealed.
2. **Policy 2.D.2.9** is renumbered as **Policy 2.D.2.8**.
3. **Policy 2.D.2.10** is renumbered as **Policy 2.D.2.9**.
4. **Policy 2.D.2.11** is renumbered as **Policy 2.D.2.10**.
5. **Policy 3.A.3.22 c)** is modified to "Preparation of a Regional Goods Movement Study"
6. **Section 4.G.13 Transportation Corridors** is removed.
7. **Policy 4.G.13.1** is repealed.
8. **Policy 10.C.2.3.3** is modified to "When developing or redeveloping leased, operated or owned facilities (buildings or structures) the Region will

consider and apply the Region's Model Urban Design Guidelines and Facility Accessibility Design Standards"

9. **Policy 10.C.2.3.6** is repealed.

10. **Policy 10.C.2.3.7** is renumbered as **Policy 10.C.2.3.6**.

Part II – New Policies

1. With the exception of Table 9-1, Chapter 9 is repealed and replaced with the following policies and objectives:

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9. Transportation: Moving People and Goods

The Provincial Growth Plan for the Greater Golden Horseshoe identifies where and provides direction on how growth will occur amid its single- and upper-tier municipalities by the year 2041. The Niagara Region is an upper-tier municipality located within the Provincial Growth Plan area and is responsible for the dissemination of its provincially-forecasted growth number amongst its local area municipalities. In order to appropriately accommodate forecasted growth, the Region must plan for and implement a sustainable *transportation system* that has the ability to withstand stresses associated to population growth.

This chapter provides for a safe and efficient *transportation system* for *multimodal* travel for all users. Objectives and policies reflect direction and recommendations outlined within the Niagara Region's Transportation Master Plan. The Region is committed to improving social equity, protecting short- and long-term economic competitiveness, and reducing greenhouse gas emissions by advancing initiatives which enable comprehensive *active transportation* networks, interconnected public transit systems, and efficient goods movement networks. The Niagara Region remains dedicated to working with its local area municipal partners, agencies, and other public entities on cross-jurisdictional transportation-related matters.

9.A General Objectives

- Objective 9.A.1** Promote and support for a *multimodal transportation system* to enable the movement of goods and people of all ages and abilities to jobs, housing, school, cultural destinations, *public service facilities*, recreational and tourist opportunities, and other *major trip generators*, especially in *strategic growth areas*.
- Objective 9.A.2** Reduce single-occupant vehicle trips by enhancing opportunities for residents, workers, and visitors of all ages and abilities to walk, cycle, take transit and carpool.
- Objective 9.A.3** Support a connected and convenient public transit network throughout the region.
- Objective 9.A.4** Create and enhance interconnected *active transportation* systems and programs.
- Objective 9.A.5** Support the implementation of *complete streets* at regional and local levels.

Objective 9.A.6 Encourage the most cost-effective and environmentally appropriate modes of sustainable transportation to reduce greenhouse gas emissions.

Objective 9.A.7 Ensure that agricultural vehicles and equipment are accommodated within the *transportation system* where appropriate.

9.B Coordinated Transportation System Planning

Policy 9.B.1 The Niagara Region will encourage the implementation of a comprehensive *transportation system* through the co-ordination of land use planning and strategic investments in *infrastructure*.

Policy 9.B.2 The Niagara Region will work with the *Province*, agencies, and local municipalities to plan for, improve, and protect the following *planned corridors* and facilities:

- a) Queen Elizabeth Way (QEW) widenings from Hamilton to Highway 406 and from McLeod Road to Mountain Road;
- b) Interchanges at Highway 406 and Third Avenue Louth, the Queen Elizabeth Way (QEW) and Glendale Avenue, and Highway 405 and Concession 6/Mewburn Road,;
- c) the Niagara Escarpment Crossing;
- d) the Niagara-Hamilton Trade Corridor;
- e) the South Niagara East-West Arterial Road/Niagara Greater Toronto Area (NGTA) East Corridor;
- f) the Highway 406 extension to the South Niagara East-West Arterial Road/NGTA East Corridor; and
- g) The roads of the Niagara Parks Commission.

Policy 9.B.3 The Niagara Region, in consultation with local municipalities, will work with the Federal government, the *Province*, Metrolinx, and other stakeholders to improve linkages between the Niagara Regional Transit System and GO Transit.

Policy 9.B.4 The Niagara Region will work with Federal, Provincial and municipal governments to help strengthen the provision of an efficient and safe Provincial Highway network throughout the region.

Policy 9.B.5 The Niagara Region will ensure there is suitable transportation *infrastructure* to support the Region's growth and economic strategy.

Policy 9.B.6 The Niagara Region will ensure that transportation *infrastructure* within the boundaries of the Niagara Escarpment Plan will be designed and located so that the least possible impact occurs on the Escarpment's scenic quality, landform, and existing environmental features.

Policy 9.B.7 The Niagara Region will work with the Niagara Parks Commission to improve linkages between the Niagara Region's *transportation system* and the Niagara Park Commission's *transportation system*.

9.C Public Transit

Policy 9.C.1 Public transit will be a priority for transportation *infrastructure* planning and major transportation investments.

Policy 9.C.2 The Niagara Region supports the expansion of public transit across the region through:

- a) Prioritizing investment in transit *infrastructure* to *strategic growth areas* to optimize return on investment and the efficiency and viability of existing and planned transit service levels;
- b) Improving linkages from nearby neighbourhoods to *major trip generators*, including: the Downtown St. Catharines *Urban Growth Centre*, locally designated *strategic growth areas*, *employment areas*, including tourism destinations, *public service facilities*, post-secondary institutions, and *major transit station areas*;
- c) Providing transit linkages within and between *settlement areas* in and outside of the Region to increase the *modal share* of transit;
- d) Improving accessibility to public transit;
- e) Providing park-and-ride facilities that support *multimodal* travel by offering linkages to pedestrian and transit routes, *bicycle infrastructure*, and priority spaces for carpool and car-share vehicles;
- f) Establishing fare and *transit service integration* between local agencies; and

g) Considering the role public transit plays in reducing greenhouse gas emissions.

- Policy 9.C.3** The Niagara Region will leverage public transit to promote *transit-supportive development*.
- Policy 9.C.4** The Niagara Region will encourage the provision of *demand-responsive transit service*, where operationally and economically feasible, in local municipalities to serve low-density areas.
- Policy 9.C.5** The Niagara Region supports *transit service integration* of municipal transit agencies to provide *frequent transit service*.
- Policy 9.C.6** The Niagara Region will ensure *transit service integration* as part of the implementation of inter-municipal regional transit, and will work with transit operators, including the *Province* and *Metrolinx*, where applicable.
- Policy 9.C.7** The Niagara Region will support transit investment for improved services to provide *multimodal* access to *major transit station areas* and reduce *modal share* by single-occupant vehicles.
- Policy 9.C.8** The Niagara Region will prioritize and expedite *higher order transit* connections to the Greater Toronto Hamilton Area (GTHA), including the GO Transit Stations, to promote *intensification* and new employment markets.
- Policy 9.C.9** The Niagara Region shall plan to ensure GO Transit Stations are supported by and serve adjacent *intensification areas* and *employment areas*.
- Policy 9.C.10** The Niagara Region will examine the feasibility of establishing a West Niagara transit terminal in order to facilitate *multimodal* connections within the Niagara Region and to the Greater Toronto Hamilton Area (GTHA).
- Policy 9.C.11** Local municipalities shall develop secondary plans, or undertake an equivalent planning exercise, for identified *major transit station areas* with reference to the Province's Transit-Supportive Guidelines. These plans shall include policies that, where appropriate: :

- a) support *transit service integration*;
- b) support the implementation of *active transportation-friendly* facilities;
- c) provide for a diverse mix of uses;
- d) prohibit land uses and a built form that would adversely affect the achievement of *transit-supportive* densities; and,
- e) provide alternative *development* standards that promote *transit-supportive* development and redevelopment.

Policy 9.C.12 The Niagara Region will work with the *Province*, local municipalities, and Metrolinx, where applicable, to support the integration of cycling and public transit. Improvements may include: permitting bicycles on transit vehicles, providing bicycle racks on buses, and providing *bicycle infrastructure* at and to transit *facilities*, public and institutional areas, and *employment areas*.

9.D Active Transportation

Policy 9.D.1 The Niagara Region and local municipalities will ensure that comprehensive *active transportation* networks are integrated into *transportation systems* to enable safe and convenient inter- and intra-municipal travel for *active transportation* users.

Policy 9.D.2 The Niagara Region will prioritize the implementation of the Strategic Cycling Network as identified in the Niagara Region's Transportation Master Plan to advance the implementation of the Niagara Bikeways Master Plan as shown in Schedule E2.

Policy 9.D.3 The Niagara Region will fund the implementation of the Strategic Cycling Network network along Regional Roads through the Niagara Region's *public works projects* and other funding or cost-sharing opportunities.

Policy 9.D.4 The Niagara Region will support local municipalities in implementing sections of the Strategic Cycling Network that are within their jurisdiction.

- Policy 9.D.5** Local municipalities are encouraged to develop Official Plan policies which support *bicycle infrastructure* to ensure a connected and extended bicycle network within the region.
- Policy 9.D.6** Local municipalities are encouraged to establish *transit-supportive development* standards within *strategic growth areas* that achieve *compact built forms* to promote *active transportation*.
- Policy 9.D.7** The Niagara Region supports the re-purpose of abandoned rail and other linear corridors, including hydro corridors, for off-road trails and recommends that local municipalities consider various means to protect and/or acquire such corridors. The Niagara Region will require early pre-consultation with relevant stakeholders, including TransCanada Pipeline or its designated representative, in the acquisition of abandoned rail and other linear corridors.
- Policy 9.D.8** The Niagara Region will work with the Ministry of Transportation and other stakeholders for the provision of *active transportation* infrastructure across the QEW, 400 Series Highways, and other highways.
- Policy 9.D.9** The Niagara Region will work with the Niagara Escarpment Commission, local municipalities, property owners, and other stakeholders, where applicable, to protect a continuous pedestrian route generally following the Bruce Trail along the Niagara Escarpment. The role and function of off-road-trails within the Niagara Escarpment Planning Area will be subject to the policies of the Niagara Escarpment Plan.
- Policy 9.D.10** The Niagara Region will implement the recommendations of the Travel Demand Management Study with respect to *active-transportation friendly* facilities.
- Policy 9.D.11** The Niagara Region will have regard to the Niagara Region's Wayfinding Signage for Cyclists Guidelines as part of the design, refurbishment or reconstruction of Regional Roads.
- Policy 9.D.12** The Niagara Region will develop guidelines for local Official Plans and Zoning By-laws that outline minimum provisions for accommodating *active transportation-friendly* facilities in new *development*, redevelopment, and *public work projects*.

9.E Complete Streets

Policy 9.E.1 The Niagara Region's *Complete Streets Design Guidelines* shall be used in the design, refurbishment, or reconstruction of the Niagara Region's *transportation system* to ensure the needs and safety of all road users are considered and appropriately accommodated.

Policy 9.E.2 The Niagara Region shall ensure that the Niagara Region's *Complete Streets Design Guidelines* is included as a reference document within the Request for Proposal (RFP) process for Municipal Class Environmental Assessments.

Policy 9.E.3 Local municipalities shall include policies within Official Plans that ensure that a *complete streets* approach is used in the design, refurbishment, or reconstruction of their planned or existing street network.

Policy 9.E.4 In the absence of local *complete street* guidelines, local municipalities shall refer to the Niagara Region's *Complete Streets Design Guidelines* for the design, refurbishment or reconstruction of their existing and planned local street network.

Policy 9.E.5 *Complete streets* elements within local jurisdiction shall be maintained by the *local municipality*.

9.F The Regional Road System

Policy 9.F.1 As conditions of the approval of a *development* application:

- a) The Niagara Region may acquire from the landowner land required for the *road allowance* as identified in Table 9-1 at no cost to the Region free of all encumbrance, encroachments, and improvements unless otherwise agreed to by the Region; and,
- b) The Niagara Region is to be provided with a certificate of an Ontario Land Surveyor noting that all legal survey documentation on the widened *road allowance* is in place.

Policy 9.F.2 The Niagara Region shall require the conveyance of land, at no cost to the Region, as condition of the approval of a *development* application, beyond the designated *road allowance* widths identified in Table 9-1, to accommodate items such as sight triangles, turning lanes, channelization, grade separations, traffic control devices, rapid transit, public transit facilities and rights-of-way, cuts, fills and storm drainage requirements, as required to meet accepted/current engineering design criteria/standards. These do not require an amendment to this Plan.

Policy 9.F.3 Land for Regional Road widenings will be required equally from both sides of the centreline of the designated Regional Road unless existing land uses, topographic features or other physical or environmental constraints necessitate taking greater widening on one side than the other.

Policy 9.F.4 The Niagara Region may acquire, at its own expense, additional land that exceeds the *road allowance* widths identified in Table 9-1, without an amendment to this Plan.

Policy 9.F.5 The Niagara Region will consider the need for noise mitigation measures to address traffic noise from Regional Roads, where required, premised on noise study recommendations per Ministry of Environment and Climate Change guidelines for the following situations:

- a) New *development* adjacent to a Regional Road; or,
- b) Impact of noise generated by increased traffic on Regional Roads adjacent to established *development*.

Policy 9.F.6 As part of the *development* application process, a *road allowance* not yet owned by the Niagara Region and identified in the Niagara Region's Transportation Master Plan should be protected in the following cases:

- a) A local street that could be ultimately assumed by the Region; and,
- b) Plans for the extension of an existing *road allowance*.

Policy 9.F.7 The Niagara Region will have regard to the Niagara Region's Model Urban Design Guidelines, *Complete Streets Design Guidelines*, and *Wayfinding Signage for Cyclists Guidelines*

when providing comments on *development* applications located along Regional Roads.

Policy 9.F.8 The Niagara Region will plan and protect rights-of-way for the Niagara Region's *transportation system, major goods movement facilities and corridors, active transportation corridors*, and transit facilities to meet current and projected needs, while ensuring that *development* is not permitted in *planned corridors* that could preclude or negatively affect the purposes of the corridor.

Policy 9.F.9 Local municipalities, in consultation with the Niagara Region and the *Province*, shall develop Official Plan policies that provide protection for *planned corridors* to ensure that decisions on *development* applications will not preclude or negatively affect the use of the corridor for the purpose(s) for which it was identified.

Policy 9.F.10 The Niagara Region will encourage the co-location of linear *infrastructure* along Regional Roads, where applicable.

Policy 9.F.11 The Niagara Region will consider the separation of transportation modes within corridors.

Policy 9.F.12 As part of the construction, optimization, or expansion of transportation *infrastructure* within the Niagara Region's *agricultural area* and *natural heritage system*, the Niagara Region will require, where applicable:

- a) the preparation of an agricultural impact assessment, or equivalent analysis as part of a Municipal Class Environmental Assessment, that demonstrates that any impacts on the agricultural system have been avoided or, if avoidance is not possible, minimized, and, to the extent feasible, mitigated; and/or
- b) the preparation of an environmental impact study, or equivalent analysis as part of a Municipal Class Environmental Assessment, that demonstrates that any impacts on the *natural heritage system* have been avoided or, if avoidance is not possible, minimized, and to the extent feasible, mitigated.

Policy 9.F.13 The Niagara Region and local municipalities shall conform to National Energy Board regulations and provisions in relation to the requirements for *development* within proximity to its pipelines and corridors.

Policy 9.F.14 The Niagara Region's *transportation system* will be implemented as per the recommended actions and schedules of the Niagara Region Transportation Master Plan.

9.G Transportation Demand Management

Policy 9.G.1 The Niagara Region will develop and implement a Travel Demand Management (TDM) Study that is consistent with the recommendations of the Niagara Region's Transportation Master Plan and the Provincial Growth Plan for the Greater Golden Horseshoe.

Policy 9.G.2 Local municipalities shall develop and implement TDM policies to be incorporated into local official plans that are consistent with the future Niagara Region's TDM Study.

9.H Goods Movement

Policy 9.H.1 The Niagara Region, in partnership with local municipalities, will develop and implement a Goods Movement Study that is consistent with the recommendations of the Niagara Region's Transportation Master Plan and the Province's Freight-Supportive Guidelines. The Goods Movement Study will take advantage of cross-border trade opportunities, including the Foreign Free Trade Zone, support employment area activity, and maximize the use of the Gateway Economic Zone and Gateway Economic Centre.

Policy 9.H.2 The Niagara Region and its local municipalities will ensure that *development* of lands adjacent to, or in close proximity to, *major goods movement facilities and corridors* will be compatible with the goods movement function of those facilities and be designed to avoid, mitigate or minimize negative impacts on and from the facilities and corridors.

Policy 9.H.3 The Niagara Region will support the implementation of a *multimodal transportation system*, which accommodates the

movement of goods, where identified through the Goods Movement Study.

Policy 9.H.4 The Niagara Region will work with the *Province*, local municipalities, agencies, and transportation service providers to implement a *transportation system* which is able to accommodate agricultural vehicles and equipment, where appropriate.

Policy 9.H.5 The Niagara Region will continue to advocate for highway capacity improvements to address inter-regional and international trade related demands for the purposes of goods movement.

Policy 9.H.6 The Niagara Region will consider, where possible, the protection of abandoned rail corridors for future *freight-supportive* activity.

Part III – Definitions

1. The following definitions are added to Chapter 15 of the Plan:

Airports

means all Ontario *airports*, including designated lands for future *airports*, with Noise Exposure Forecast (NEF)/Noise Exposure Projection (NEP) mapping. (PPS 2014)

Bicycle Infrastructure

means all *infrastructure* and facilities used for cycling, including dedicated, buffered, and separated bike lanes, multi-use paths, off-road trails, and bicycle parking and storage (such as bicycle racks and lockers).

Complete Streets

means streets that are planned to balance the needs of all road users, including pedestrians, cyclists, transit-users, and motorists, and are designed for the safety of people of all ages and abilities. (Based on Growth Plan, 2017 and modified for this Plan)

Complete Streets Design Guidelines

means guidelines developed as part of the Niagara Region's Transportation Master Plan which define Regional Road typologies and provide guidance on the implementation of complete streets elements that fall within the public right-of-way.

Demand-responsive Transit Service

means door-to-door transportation service which has flexible routing and scheduling, and can operate either as an “on-demand” service or a “fixed-schedule” service, such as airport shuttles or paratransit services for people with disabilities and the elderly.

Freight-supportive

means *transportation systems* and facilities that facilitate the movement of goods, including policies or programs intended to support efficient freight movement through the planning, design and operation of *land use* and *transportation systems*. (Based on Growth Plan, 2017 and modified for this Plan)

Frequent Transit

means a public transit service that runs at least every 15 minutes in both directions throughout the day and into the evening every day of the week. (Growth Plan, 2017)

Major Goods Movement Facilities and Corridors

means transportation facilities and corridors associated with the inter- and intra-provincial movement of goods. Examples include: inter-modal facilities, ports, *airports*, *rail facilities*, truck terminals, freight corridors, freight facilities, and haul routes and primary transportation corridors used for the movement of goods. Approaches that are *freight-supportive* may be recommended in guidelines developed by the Province or based on municipal approaches that achieve the same objectives. (PPS, 2014)

Major Trip Generators

means origins and destinations with high population densities or concentrated activities which generate many trips (e.g. *urban growth centres* and other downtowns, *major office* and office park, major retail, *employment areas*, community hubs and other *public service facilities*, and other mixed-use areas). (Growth Plan, 2017)

Marine Facilities

means ferries, harbours, ports, ferry terminals, canals and associated uses, including designated lands for future marine facilities. (PPS, 2014)

Natural Heritage System

means the system mapped and issued by the Province in accordance with this Plan, comprised of natural heritage features and areas, and linkages intended to provide connectivity (at the regional or site level) and support natural processes which are necessary to maintain biological and geological diversity, natural functions, viable populations of indigenous species, and ecosystems. The system can include key natural heritage features, key hydrologic features, federal and provincial parks and

conservation reserves, other natural heritage features and areas, lands that have been restored or have the potential to be restored to a natural state, associated areas that support hydrologic functions, and working landscapes that enable ecological functions to continue.

Planned Corridors

means corridors or future corridors which are required to meet projected needs, and are identified through this Plan, preferred alignment(s) determined through the Environmental Assessment Act process, or identified through planning studies where the Ministry of Transportation, Ministry of Energy, Metrolinx or Independent Electricity System Operator (IESO) or any successor to those Ministries or entities, is actively pursuing the identification of a corridor. (Based on Growth Plan, 2017 and modified for this Plan)

Public Service Facilities

means lands, buildings and structures for the provision of programs and services provided or subsidized by a government or other body, such as social assistance, recreation, police and fire protection, health and educational programs, and cultural services. Public service facilities do not include *infrastructure*. (Growth Plan, 2017)

Rail Facilities

means rail corridors, rail sidings, train stations, inter-modal facilities, rail yards and associated uses, including designated lands for future *rail facilities*. (PPS, 2014)

Road Allowance

means widths that are intended to accommodate travel lanes, turning lanes, intersections, sidewalks, bicycle lanes, public transit lanes, transit facilities, utilities, *active transportation*, noise control measures, snow storage, drainage measures, curb and gutters, fencing, sidewalks, *cultural tourism* features, landscaping, illumination, signage, street enhancements and other elements noted as compatible with the *transportation system*.

Sensitive Land Uses

means buildings, amenity areas, or outdoor spaces where routine or normal activities occurring at reasonably expected times would experience one or more adverse effects from contaminant discharges generated by a nearby major facility. *Sensitive land uses* may be a part of the natural or built environment. Examples may include, but are not limited to: residences, day care centres, and educational and health facilities. (Growth Plan, 2017)

Strategic Growth Areas

means, within *settlement areas*, nodes, corridors, and other areas that have been identified by municipalities or the Province to be the focus for accommodating

intensification and higher-density mixed uses in a more *compact built form*. *Strategic growth areas* include *urban growth centres*, *major transit station areas*, mobility hubs and other major opportunities that may include infill, *redevelopment*, *brownfield sites*, the expansion or conversion of existing buildings, or *greyfields*. Lands along major roads, arterials or other areas with existing or planned *frequent transit service* or *higher-order transit corridors* may also be identified as *strategic growth areas*. (Growth Plan, 2017)

Transit Service Integration

means the co-ordinated planning or operation of transit service between two or more agencies or services that works to facilitate seamless service for riders. *Transit service integration* can include considerations of service schedules, service routes, information, fare policy, and fare payment. (Growth Plan, 2017)

2. The following definitions in Chapter 15 of the Plan will be modified to the following:

Active Transportation

means any form of self-propelled transportation that relies on the use of human energy such as walking, cycling, inline skating, jogging, or travel with the use of mobility aids, including motorized wheelchairs and other power-assisted devices at a comparable speed. (Growth Plan, 2017)

Compact Built Form

means a land-use pattern that encourages efficient use of land, walkable neighbourhoods, mixed land uses (residential, retail, workplace and institutional all within one neighbourhood), active transportation, proximity to transit and reduced need for *infrastructure*. *Compact built form* can include detached and semi-detached houses on small lots as well as townhouses and walk-up apartments, multistorey commercial developments, and apartments or offices above retail. Walkable neighbourhoods can be characterized by roads laid out in a well-connected network, destinations that are easily accessible by transit and *active transportation*, sidewalks with minimal interruptions for vehicle access, and a pedestrian-friendly environment along roads to encourage *active transportation*. (Growth Plan, 2017)

Multimodal

means the availability or use of more than one form of transportation, such as automobiles, walking, cycling, buses, rapid transit, rail (such as commuter and freight), trucks, air, and marine. (Growth Plan, 2017)

Transit-supportive

means *development* that makes transit viable and improves the quality of the experience of using transit. It often refers to compact, mixed-use *development* that

has a high level of employment and residential densities. *Transit-supportive development* will be consistent with Ontario's Transit Supportive Guidelines. (Growth Plan, 2017)

Part IV: Table 9-1 – Road Allowance Widths

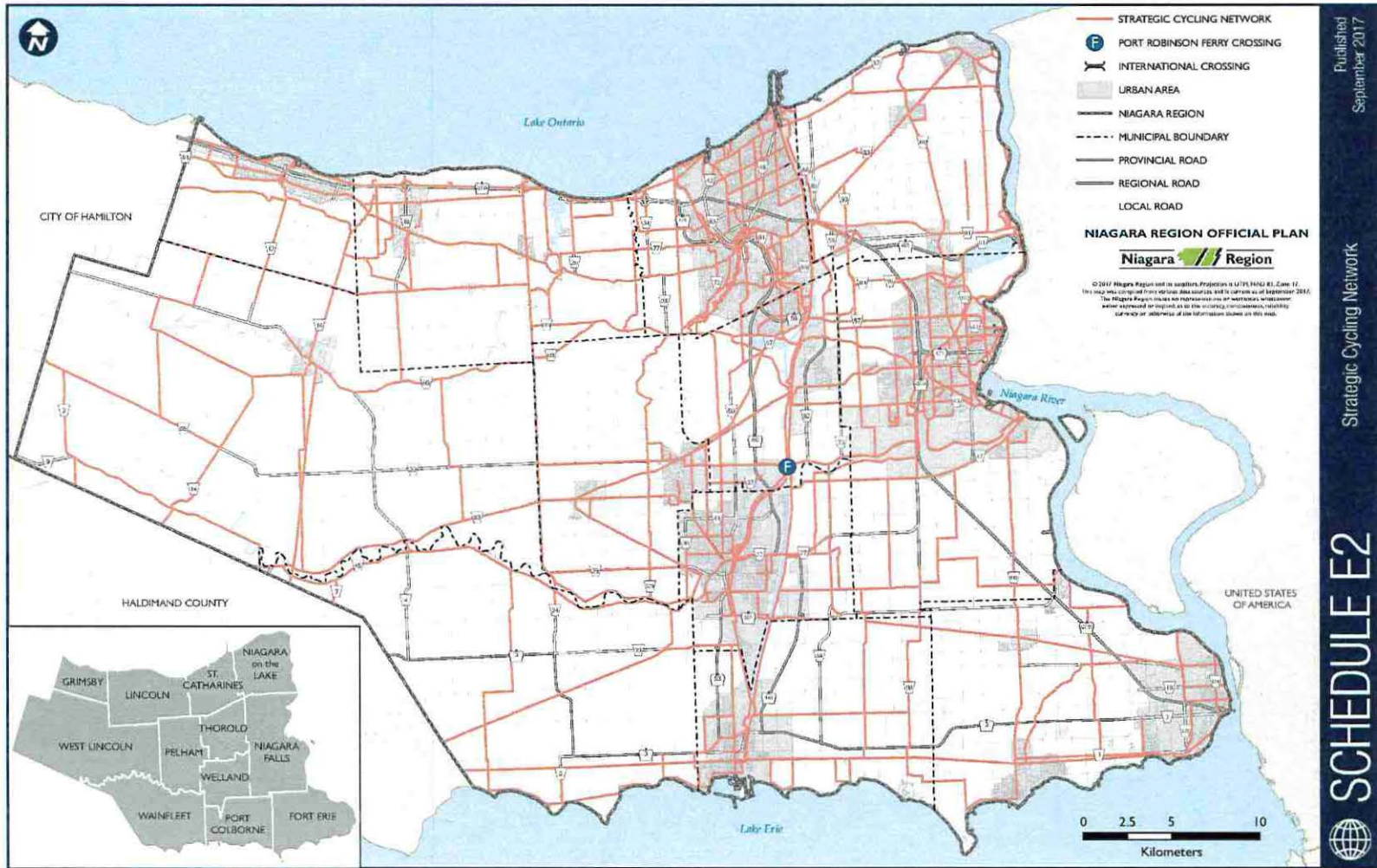
1. That the following “minimum sight triangle requirements” table be added to Table 9-1 of the Plan:

Regional Intersection Type	Minimum Sight Triangle Dimension Requirements
Urban (signalized)	10 metres x 10 metres
Urban (non-signalized)	6 metres x 6 metres
Rural	15 metres x 15 metres

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Schedule E1 - Transportation Infrastructure

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Schedule E2 – Transportation Infrastructure

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June 19, 2018

DISTRIBUTION LIST

SENT ELECTRONICALLY

**RE: Petition – Holding Elected Officials to a Higher Standard
Minute Item 10.1.2 CL 8-2018, June 14, 2018**

Regional Council at its meeting held on Thursday, June 14, 2018, passed the following resolution:

That Correspondence Item CWCD 193-2018, being an email from M. Al Jumaily, resident, City of St. Catharines, dated June 8, 2018, respecting petition entitled "Holding Elected and Public Officials to a Higher Standard", **BE RECEIVED** and **BE CIRCULATED** to the local area Members of Parliament, Members of Provincial Parliament, local area municipalities, Federation of Canadian Municipalities and the Association of Municipalities of Ontario for comment and response.

A copy of Correspondence Item CWCD 193-2018 is attached.

Yours truly,



Ann-Marie Norio
Acting Regional Clerk

CLK-C 2018-77

Distribution List:

- S. Oosterhoff, MPP, Niagara West – Glanbrook
- J. Burch, MPP, Niagara Centre
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- R. Nicholson, MP, Niagara Falls
- V. Badawey, MP, Niagara Centre
- Local Area Municipalities
- Federation of Canadian Municipalities
- Association of Municipalities of Ontario

From: Mohamad Aljumaily
Sent: Friday, June 08, 2018 8:32 AM
To: Norio, Ann-Marie
Subject: Petition!

Dear Ms. Ann- Marie:

In this short letter, I kindly would like to ask our fellow councilors to consider receiving the petition I've been trying to present lately...

As we all are aware, there is a new provincial government, and I'm optimistic that what I aim to accomplish will become front and center in the sights of the new government. And I sincerely would like to thank you for your effort and consideration.

Best regards!

Mohamad

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DEPARTMENT OF CORPORATE SERVICES
JUL 03 2018
RECEIVED

June 19, 2018

DISTRIBUTION LIST

SENT ELECTRONICALLY

**RE: Trade with the United States and Protecting Canadian Jobs
Minute Item 14.1 CL 8-2018, June 14, 2018**

Regional Council at its meeting held on Thursday, June 14, 2018, passed the following resolution:

That Niagara Region **SUPPORTS** the Government of Canada and the Government of Ontario's efforts concerning trade with the United States and protecting Canadian jobs; and

That this resolution **BE CIRCULATED** to local area municipalities, Association of Municipalities of Ontario, Federation of Canadian Municipalities, local Members of Parliament and Members of Provincial Parliament for endorsement, Premier-designate Ford and Prime Minister Trudeau.

If you have any further questions, please contact the undersigned.

Yours truly,



Ann-Marie Norio
Acting Regional Clerk

CLK-C 2018-78

Distribution List:

- S. Oosterhoff, MPP, Niagara West – Glanbrook
- J. Burch, MPP, Niagara Centre
- W. Gates, MPP, Niagara Falls
- J. Stevens, MPP, St. Catharines
- C. Bittle, MP, St. Catharines
- R. Nicholson, MP, Niagara Falls
- V. Badawey, MP, Niagara Centre
- Local Area Municipalities
- Federation of Canadian Municipalities
- Association of Municipalities of Ontario

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TO: Mayor Maloney and Members of City Council

FROM: Gina Tartaglia, Event Coordinator

DATE: July 9, 2018

RE: Canal Days 2018

Attached is a letter from the Royal Canadian Legion, Branch 56, located at 67 Clarence Street, requesting a Letter of Non Objection from the City in order that they may make application to the Alcohol and Gaming Commission of Ontario (AGCO) for a Special Occasion Permit (SOP)/Liquor Licence Extension during Canal days, August 4, 5 and 6, 2018. The letter includes the site plan for the proposed patio.

At its June 11, 2018 meeting, via Community and Economic Development, Parks and Recreation Division Report 2018-76, Council approved the issuance of Letters of Non Objection to a number of establishments in the downtown area during Canal Days. The request from the Legion for a Letter of Non Objection to submit to the AGCO for a SOP/Liquor Licence Extension during Canal Days was received by the By-law and Clerk's Divisions on June 15, 2018, included with a noise variance request. Had the Legion's request been received prior to the report deadline for the June 11 meeting of Council, it would have been included in the report.

The Community Services Division will work with the new Legion Executive to ensure that future requests are submitted prior to the deadline, thus included in the regular Canal Days SOP/Liquor Licence Extension report.

Staff recommends that the Council of The Corporation of the City of Port Colborne approves the following:

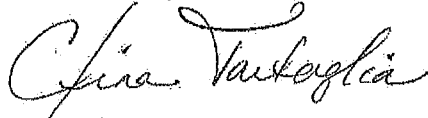
That the Council of The Corporation of the City of Port Colborne does not object to the application for a Temporary Licence Extension to an existing licence held by the Royal Canadian Legion, Branch 56, located at 67 Clarence Street, Port Colborne, on August 4, 5, and 6, 2018 during the Canal Days Marine Heritage Festival, as outlined in the correspondence from Harry Hamilton, Branch President, dated June 15, 2018, subject to the following conditions:

- That the applicant shall satisfy and comply with all applicable regulatory requirements, rules and provisions;
- That where the area is enclosed (by the building and permanent and temporary fencing) there shall be two separate, unrestricted, exits from the area that are a minimum of four feet in width; and

- That Port Colborne Fire and Emergency Services shall inspect the site on August 4

Thank you for your consideration.

Respectfully,

A handwritten signature in cursive script that reads "Gina Tartaglia". The signature is written in black ink and is positioned above the printed name.

Gina Tartaglia,
Event Coordinator



The Royal Canadian Legion
BR 56
67 Clarence Street
Port Colborne, Ontario
Phone 905-834-9512
Fax 289-836-8368
rciportbranch56@hotmail.ca

June 18, 2018

Dear Neighbour

We want to let you know that we will be extending our premises for Canal Days into the back parking lot of the Royal Canadian Legion and will be having a live band play from 2:00 p.m. to 5:00 p.m. on Sat. Aug 04th and Sun. Aug 05th as well as Monday Aug 06th from noon until 4:00 p.m.

We want to apologize in advance for any inconvenience, and will do our best to keep the music level and noise to a respectable level.

We also wanted to let you know that our event has been registered with the local police, fire and emergency departments.

Please feel free to drop by to enjoy the music and have a refreshment or just to tap your toes.

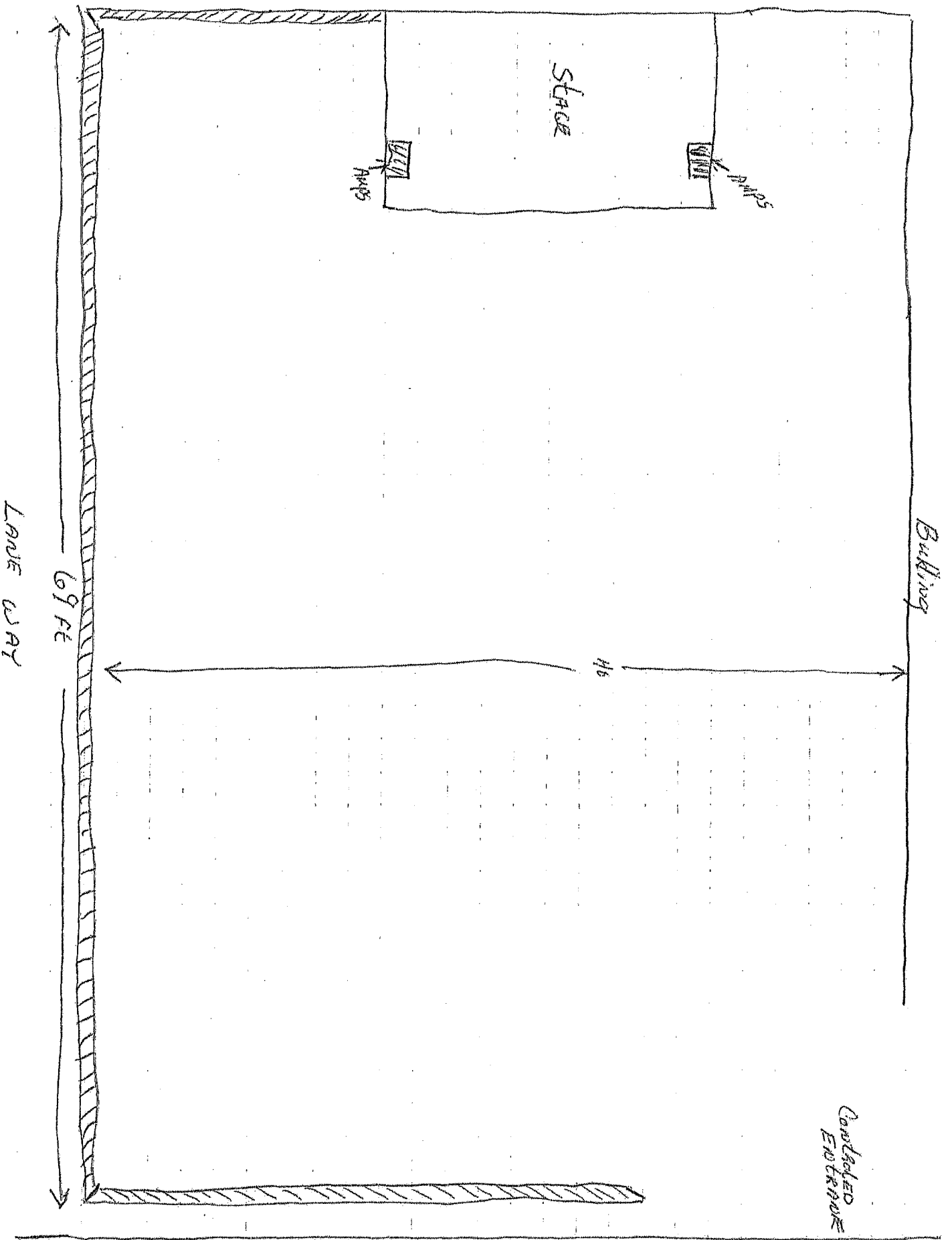
Thank you in advance for your understanding.

Respectfully yours

PORT COLBORNE LEGION BRANCH #56

Harry Hamilton

3rd Vice President



Callahan
St.

**City of Port Colborne
Regular Committee of the Whole Meeting 14-18
Minutes**

Date: June 25, 2018
Time: 6:30 p.m.
Place: Council Chambers, Municipal Offices, 66 Charlotte Street, Port Colborne

Members Present: R. Bodner, Councillor
B. Butters, Councillor
A. Desmarais, Councillor
Y. Doucet, Councillor
D. Elliott, Councillor
J. Maloney, Mayor (presiding officer)

Absent: Y F. Danch, Councillor (due to vacation)
B. Kenny, Councillor (due to vacation)
J. Mayne, Councillor (leave of absence)

Staff Present: D. Aquilina, Director of Planning and Development
T. Cartwright, Fire Chief
N. Halasz, Manager of Parks and Recreation
A. LaPointe, Manager of Legislative Services/City Clerk (minutes)
C. Lee, Director of Engineering and Operations
S. Luey, Chief Administrative Officer
P. Senese, Director of Corporate Services

Also in attendance were interested citizens, members of the news media, YourTV and WeeStream.

1. Call to Order:

Mayor Maloney called the meeting to order.

2. Introduction of Addendum Items:

Nil.

3. Confirmation of Agenda:

Moved by Councillor A. Desmarais
Seconded by Councillor Y. Doucet

That the agenda dated June 25, 2018 be confirmed, as circulated or as amended.

CARRIED.

4. Disclosures of Interest:

Councillor Doucet declared an indirect pecuniary interest with regard to item 14, City of Quinte West Re: Cannabis Grace Period Request, stating that it was personal in nature. Councillor Doucet refrained from discussing or voting on this item.

5. Adoption of Minutes:**(a) Regular meeting of Committee of the Whole 13-18, held on June 11, 2018**

Moved by Councillor R. Bodner
Seconded by Councillor A. Desmarais

- (a) That the minutes of the regular meeting of the Committee of the Whole 13-18, held on June 11, 2018, be approved as presented.

CARRIED.

6. Determination of Items Requiring Separate Discussion:

The following items were identified for separate discussion:

Items 3, 13 and 14.

7. Approval of Items Not Requiring Separate Discussion:

Moved by Councillor R. Bodner
Seconded by Councillor Y. Doucet

That Items 1 to 17 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:**1. Corporate Services, Clerk's Division, Report No. 2018-93, Subject: Restricted Acts of Council (Lame Duck Periods)**

Committee of the Whole recommends:

That the City Clerk be directed to prepare the necessary by-law prior to Nomination Day (July 27, 2018) delegating authority to the Chief Administrative Officer (CAO) from July 27, 2018 to the earliest of December 1, 2018 or when quorum of members of the newly elected Council swear their Declaration of Office, as outlined:

1. The CAO be delegated the authority as the financial signing authority for expenditures, outside the current budget, exceeding \$50,000;

2. That the CAO be delegated the authority to execute an Agreement of Purchase and Sale pertaining to the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal for the acquisition of property;
3. That the CAO be delegated the authority to appoint or remove any officer from or to an office with the City of Port Colborne.
4. That the CAO be delegated the authority to hire or dismiss any employee of the municipality;
5. That the CAO will report to Council if the delegation of authority is exercised under the proposed by-law; and

That the by-law shall come into force and effect only in the event that less than seventy-five percent (75%) of the current Members of Council will be returning to sit on the new Council after Nomination Day of the 2018 Municipal Election as determined by the City Clerk.

2. Corporate Services, Clerk's Division, Report No. 2018-91, Subject: Joint Niagara Compliance Audit Committee

Committee of the Whole recommends:

That The Corporation of the City of Port Colborne continue its participation in the Joint Niagara Compliance Audit Committee; and

That the updated Terms of Reference, attached as Appendix A to Corporate Services Department, Clerks Divisions Report 2018-91, be approved; and

That authority be delegated to the City Clerk to make legislative or administrative changes to the Terms of Reference; and

That authority be delegated to the City Clerk to appoint members to the Compliance Audit Committee.

4. Planning and Development, Planning Division, Report No. 2018-81, Subject: Biodiversity Offsetting

Committee of the Whole recommends:

The Council of The Corporation of the City of Port Colborne requests that the Region of Niagara and Niagara Peninsula Conservation Authority take the following actions with respect to the issues of Biodiversity Offsetting:

- Defer support of any Biodiversity Offsetting (BDO) Pilot Project until a thorough public discussion is undertaken regarding the purpose, methodology and evaluation procedure to be applied to any case study; and

- Allow the involvement of interested members of the public, but also experts from Brock University, Niagara College, and other Universities and Colleges with specialized fields of Ecological and Environmental studies to allow input to specialized biological questions should they arise; and
- Adopt the position that Provincially Significant Wetlands be protected the greatest extent; and

That Council's response with respect to Biodiversity Offsetting be forwarded to the Ministry of Natural Resources and Forestry for consideration in their review of the Conservation Authorities Act.

5. Engineering and Operations, Operations Division, Report No. 2018-79, Subject: Energy Consumption and Greenhouse Gas Emissions Report (2016)

Committee of the Whole recommends:

That Engineering and Operations Department, Operations Division Report 2018-79 with respect to Energy Consumption and Greenhouse Gas Emissions Report (2016) be received for information.

6. Community and Economic, Sugarloaf Marina Division, Report No. 2018-89, Subject: Sugarloaf Marina – Herbicide Application

Committee of the Whole recommends:

That the Director of Community and Economic Development be directed to proceed with issuing a purchase order for applications of herbicides to Sugarloaf Marina.

After a thorough evaluation of the success of the project staff request the allocation of \$10,000 annually for herbicide application be included during the 2019 budget deliberations weeds as well as \$12,500 to replace the funds for the LED lights to complete this project in 2019.

7. Email correspondence from Betty Konc dated June 5, 2018 Re: Request for Fireworks Display on August 11, 2018 for an Annual BBQ, located at 831 Highway 3, East, Port Colborne

Committee of the Whole recommends:

That pursuant to Section 6.1.1 of By-law 4989/45/07, the Council of The Corporation of the City of Port Colborne authorize Betty Konc of 831 Highway 3, East, Port Colborne to hold a Display Fireworks Event on August 11, 2018.

That such approval be conditional on the issuance of a permit by the Fire Chief, in compliance with By-law 4989/45/07 and payment of the applicable fees.

That the following information be submitted to the Port Colborne Fire & Emergency Services a review a minimum of two weeks prior to the holding of the event.

- A fireworks site plan including but not limited to, separation distances to the public and vulnerable areas, location from where the fireworks are being fired, fallout zone, direction of firing, is to be submitted to this office by the fireworks supervisor for review.
- Event description information, including description of fireworks, type size and quantity.
 - firing procedures, manual or electric
 - emergency procedures
 - traffic control plans

That Betty Konc of 831 Highway 3, East, Port Colborne be advised that as the Authority having jurisdiction, Port Colborne Fire and Emergency Services conduct spot site inspections and may revoke approval for any violation of the Ontario Fire Code or the Explosives Act prior to or during the scheduled event.

8. Region of Niagara Re: State of Aggregate Resources in Niagara Region – Technical Addendum (PDS Report 12-2018)

Committee of the Whole recommends:

That the correspondence received from the Region of Niagara Re: State of Aggregate Resources in Niagara Region – Technical Addendum (PDS Report 12-2018), be received for information.

9. Region of Niagara Re: Waterfront Investment Program 2018 Funding Recommendations (PDS Report 16-2018)

Committee of the Whole recommends:

That the correspondence received from the Region of Niagara Re: Waterfront Investment Program 2018 Funding Recommendations (PDS Report 16-2018), be received for information.

10. Region of Niagara Re: New Regional Official Plan and Growth Management Program (PDS Report 21-2018)

Committee of the Whole recommends:

That the correspondence received from the Region of Niagara Re: New Regional Official Plan and Growth Management Program (PDS Report 21-2018), be received for information.

11. Region of Niagara Re: Climate Change Framework (PDS Report 22-2018)

Committee of the Whole recommends:

That the correspondence received from the Region of Niagara Re: Climate Change Framework (PDS Report 22-2018), be received for information.

12. Region of Niagara Re: Development Applications Monitoring Report – 2017 Year End (PDS Report 23-2018)

Committee of the Whole recommends:

That the correspondence received from the Region of Niagara Re: Development Applications Monitoring Report – 2017 Year End (PDS Report 23-2018), be received for information.

15. Town of Pelham Re: Provincial Funding for Local Public Libraries

Committee of the Whole recommends:

That the resolution received from the Town of Pelham regarding the City of Port Colborne's support for Provincial Funding for Local Public Libraries, be received for information.

16. Town of Pelham Re: Safe Drinking Water Training – Elected Municipal Officials

Committee of the Whole recommends:

That the resolution received from the Town of Pelham regarding City of Port Colborne's support of Safe Drinking Water Training for Elected Municipal Officials, be received for information.

17. Town City of St. Catharines Re: Niagara Central Dorothy Rungeling Airport – Position regarding Niagara Region Uptake of Control and Governance of NCDRA and NDA

Committee of the Whole recommends:

That the resolution received from the City of St. Catharines regarding City of Port Colborne's resolution regarding Niagara Central Dorothy Rungeling Airport – Niagara Region Uptake of Control of NCDRA and NDA, be received for information.

CARRIED.

8. Presentations:

Nil.

9. Delegations:**(a) David Heyworth, Official Plan-Policy Consultant, Planning & Development Services, Niagara Region Re: New Official Plan**

David Heyworth appeared before Council to provide an update on the new Niagara Region Official Plan. Mr. Hayworth presented the framework of the Official Plan and provided information on the timeline including broad consultation and public engagement. Mr. Hayworth stated that he would return to update Council during the process and that expected completion is targeted for 2021.

(b) Don Gilbert, Manager of Operations, John Sander, Manager of Customer Engagement, Kristine Carmichael, Director of Corporate Services, Canadian Niagara Power Re: Canadian Niagara Power Inc.

Don Gilbert appeared before Council to address increasing concerns of power outages in the City. Mr. Gilbert apologized for the power disturbances and explained the common reasons for the outages including feed from Hydro One, Emerald Ash Borer, and increased adverse weather conditions. John Sander addressed customers' concerns including the demand for frequent updates during outages. Mr. Sander stated that the company would be focusing on communications, content, and frequencies during and following each event.

(c) Judith Boroniec Re: Business Licence Fees of Talwood

Judith Boroniec addressed Council requesting relief from the fire inspection required to obtain a business licence. Ms. Boroniec stated that the fee was too high and that private inspection companies should be allowed.

10. Mayor's Report:

A copy of the Mayor's Report is attached.

11. Regional Councillor's Report:

Regional Councillor Barrick provided an update from Niagara Region Council. Regional Council recently endorsed a 2018 Niagara Region Transit Service Agreement that extends the inter-municipal transit service for three years. Also the Niagara Region Budget Guidance Committee met to provide guidance regarding the 2019 budget, but the formal budget process will not begin until January 2019 as it is an election year.

Regional Councillor Barrick congratulated the Niagara Prosperity Initiative (NPI) on their 10-year anniversary addressing poverty throughout the Region.

12. Councillors' Items:

(a) Garbage on Road at 99 Bell Street (Doucet)

In response to a concern expressed by Councillor Doucet about garbage located on the road and lawn on and around 99 Bell Street, the Director of Planning and Development advised that he would connect with staff and provide an update to the Councillor. The Director of Engineering and Operations will also connect with by-law staff and will remove garbage that is located on the road allowance.

(b) 2018 Municipal Election (Doucet)

Councillor Doucet announced that he will not be seeking re-election in the 2018 municipal election.

(c) Roof on Waste Enclosure at Pleasant Beach (Butters)

In response to a concern expressed by Councillor Butters about the temporary roof of the waste enclosure at Pleasant Beach, the Director of Engineering and Operations advised that the current roof is complete.

(d) Parking at Pleasant Beach (Butters)

In response to a concern expressed by Councillor Butters about parking at Pleasant Beach during the long weekend, the Director of Planning and Development advised that he would request that staff patrol the road more than once a day of possible.

(e) Centennial Park Line Painting (Bodner)

In response to a concern expressed by Councillor Bodner about line painting at Centennial Park, the Director of Engineering and Operations advised that line painting is completed twice annually and that not all lines have been completed due to staff shortages.

(f) Stones on Road at Empire Road and Highway 3 (Bodner)

In response to a concern expressed by Councillor Bodner about stones that continue to be on the road at Empire Road and Highway 3, the Director of Engineering and Operations advised that Operations staff have contacted the Ministry of Transportation several times and will do so again.

(g) Repaired Culvert at Lakeshore Road East (Bodner)

Councillor Bodner presented concerns regarding a culvert that was repaired at Lakeshore Road East. Councillor Bodner is concerned regarding the amount of water that has now relocated to a neighbouring property.

Moved by Councillor R. Bodner
Seconded by Councillor B. Butters

That the Director of Operations and Engineering be directed to contact the property owner on Lakeshore Road East in order to assess the swale located on private property.

CARRIED.

(h) Speeding and Road Safety on City Streets (Desmarais)

In response to a concern expressed by Councillor Desmarais about speeding of cars, motorized cyclists, and golf carts on City streets, the Mayor agreed to phone the Niagara Regional Police department and follow-up with a letter expressing the safety concerns on City streets.

(i) Rough Streets in East Village (Doucet)

In response to a concern expressed by Councillor Doucet about the rough streets in the East Village, the Director of Engineering and Operations advised that final paving will not be complete until one year after the road is complete in order for the road to settle.

(j) Parking Signage at Clarence and Catharine Streets (Elliot)

In response to a concern expressed by Councillor Elliot about confusing parking signage at the corner of Clarence and Catharine Streets, the Director of Engineering and Operations advised that he will connect with By-law staff and in order to address the concern.

(k) Anti-idling by-law (Elliott)

In response to an inquiry from Councillor Elliott, the Director of Planning and Development advised that he would inquire about an anti-idling by-law with the Supervisor of the By-law Enforcement Division.

(o) Downtown Community Improvement Plan construction (Desmarais)

In response to a concern expressed by Councillor Desmarais about the potential hardship that will be experienced by businesses during the Downtown Community Improvement Plan construction, the Chief Administrative Officer advised that the Economic Development Officer would be meeting with businesses for advice and looking at what other communities have done to lessen the impact of construction.

Staff Responses to Previous Councillor Enquiries:**(a) Repaired Water Leaks (Lee)**

The Director of Engineering and Operations advised that the Nickel Street area combined sewage overflow (CSO) project is near completion. While on site staff targeted possible leaks and as a result found and repaired four leaks.

(b) Smoke Alarm Program and Hoarding Concerns (Cartwright)

The Fire Chief advised that the smoke alarm program is continuing. Chief Cartwright expressed concerns with the lack of resources to address hoarding and requested help from agencies to assist the Fire Department. Council requested help from the Regional Councillor in connecting with Public Health and asked Chief Cartwright to detail his concerns in order for the matter to be addressed.

(c) Anti-Idling By-law (Aquilina)

The Director of Planning and Development advised that there is an anti-idling by-law that prohibits idling for more than 5 minutes in duration.

(d) Crosswalk at Clarence and Catharine Streets (Lee)

The Director of Engineering and Operations advised that the crosswalk at the Market Square would not be installed before Canal Days as the equipment supplier cannot guarantee that it will be here in time to ensure completion.

Consideration of Items Requiring Separate Discussion:**3. Corporate Services, Finance Division, Report No. 2018-88, Subject: Grant Funding**

Moved by Councillor D. Elliot
Seconded by Councilor R. Bodner

That Corporate Services Department, Finance Division Report 2018-88 with respect to Grant Funding, be received for information.
CARRIED.

13. Niagara Region of Niagara Re: Taxpayer Affordability Guidelines

Moved by Councillor A. Desmarais
Seconded by Councillor D. Elliot

That the correspondence received from the Region of Niagara Re: Taxpayer Affordability Guidelines be referred to the Director of Corporate Services.
CARRIED.

14. City of Quinte West Re: Cannabis Grace Period Request

Moved by Councillor D. Elliot
Seconded by Councillor A. Desmarais

That the resolution received from the City of Quinte Re: Cannabis Grace
Period Request, be supported.
CARRIED.

13. Notice of Motion:

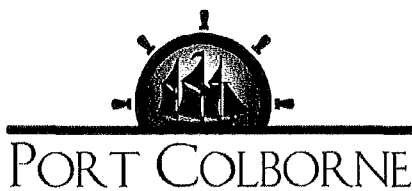
Nil.

14. Adjournment:

Moved by Councillor D. Elliot
Seconded by Councillor A. Desmarais

That the Committee of the Whole meeting be adjourned at approximately
9:09 p.m.
CARRIED.

AL/



**Mayor's Report to the
June 25, 2018 Council Meeting**

Summer Events

Successful Canal Days Media Conference where Summer Events in the City were revealed and the activities of Canal Days were detailed. This was well attended and a good event.

United Way Campaign

The United Way Campaign celebration and the City of Port Colborne contributions, under the direction of Millie Orlowski and Mike Mascitelli who were acknowledged for their increased participation and they are actively pursuing the Niagara United Way Campaign for 2018/2019.

Comfort Maple Tree Planting

A plaque was presented to McKay Public School, St. Therese Catholic Elementary, Ecole St. Joseph and Port Colborne High School in acknowledgement of the schools participating in the 150th Anniversary of the Maple planting from the offspring of the Comfort Maple, a tree in Fenwick which not quite sure how old it is, but based on over 500 years plus.

Kids Fishing Derby

We had a Kids Fishing Derby organized by The Port Colborne Conservation Club and was hosted on Father's Day with many participants, with some arriving at 7:00 am.

Niagara Region – Strategic Plan

The Niagara Region hosted a seminar regarding their proposed Strategic Plan. Mr. David Barrick and myself attended as politicians.

Graduation of Port Colborne High School and Lakeshore Catholic High School

This Thursday evening Port Colborne High School and Lakeshore Catholic High School will have their Graduation Ceremonies and members of Council will be there to present the acknowledgement from the City.

Canada Day

This weekend will be Canada Day weekend. On Saturday there will be the opening of the Antique Power Show at 12pm, people are encouraged to go to this amazing event. On Sunday the actual Canada Day Celebrations activities will be throughout the day commencing at noon and fireworks display in the evening. There will be cake cutting at 10:00 a.m. in recognition of Seniors' Month.

Lions Carnival

The annual Lions Carnival will start next week. The Lions Club contributes to our community in so many ways, their big fundraiser actually culminates with the drawing of a motor vehicle.

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**City of Port Colborne
Regular Meeting of Council 17-18
Monday, July 9, 2018
following Committee of the Whole Meeting
Council Chambers, 3rd Floor, 66 Charlotte Street**

Agenda

1. **Call to Order:** Mayor John Maloney
2. **Introduction of Addendum Items:**
3. **Confirmation of Agenda:**
4. **Disclosures of Interest:**
5. **Adoption of Minutes:**
 - (a) Regular meeting of Council 15-18, held on June 25, 2018.
6. **Determination of Items Requiring Separate Discussion:**
7. **Approval of Items Not Requiring Separate Discussion:**
8. **Consideration of Items Requiring Separate Discussion:**
9. **Proclamations:**

Nil.
10. **Minutes of Boards, Commissions & Committees:**

Nil.
11. **Consideration of By-laws:**
12. **Council in Closed Session:**
 - (i) Motion to go into Closed Session

That Council do now proceed into closed session in order to address the following matter(s):

 - (a) Minutes of the closed session portion of the following Council meetings: June 11, 2018.
 - (b) Planning and Development Department, Planning Division Report 2018-78, concerning the potential sale of City-owned land, 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.

(c) Planning and Development Department, Planning Division Report 2018-99, concerning an appeal under the *Planning Act* to the Local Planning Appeal Tribunal related to 650 Barrick Road, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

(ii) Disclosures of Interest (closed session agenda):

(iii) Consideration of Closed Session Items:

(iv) Motion to Rise With Report:

13. Disclosures of Interest Arising From Closed Session:

14. Report/Motions Arising From Closed Session:

15. Adjournment:

Council Items:

Notes	Item	Description / Recommendation
JDM BB RB AD FD YD DE BK JM	1.	<p><u>Planning and Development Department, Planning Division, Report 2018-95, Subject: Stopping Up and Closing Parts of Empire and Michael Roads and Sale to Sun Communities Operating Limited Partnership</u></p> <p>That the by-law to stop up and close, declare surplus to the needs of the municipality and to sell part of the Empire Road and Michael Road allowances, being Part 1 on Plan 59R-161032 and Plan 59R-165103 be approved; and</p> <p>That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Sun Communities Operating Limited Partnership for the purchase of, for \$525,000, the Empire Road and Michael Road allowances, being Part 1 on Plan 59R-161032 and Plan 59R-165103; and</p> <p>That Council place \$525,000 into a reserve for expenditures related to Community and Economic Development Department projects as identified in the 2018 Strategic Planning Session and to be determined by the future Parks and Recreation Master Plan; and</p> <p>That the Mayor and Clerk be authorized to sign and execute any and all documents respecting the sale these lands.</p>
JDM BB RB AD FD YD DE BK JM	2.	<p><u>Planning and Development Department, Planning Division, Report 2018-98, Subject: Proposed Site Plan Agreement for Farmedica Corporation, 3786 Highway 3, East</u></p> <p>That entering into a site plan agreement with Karen Anne Neufeld with respect to 3786 Highway 3 East be approved and that the Mayor and Clerk be authorized to sign and execute said agreement.</p>
JDM BB RB AD FD YD DE BK JM	3.	<p><u>Corporate Services Department, Finance Division, Report 2018-90, Subject: Cancellation, Reduction or Refund of Realty Tax</u></p> <p>That the applications pursuant to Section 357/358 of the Municipal Act, 2001, as amended, numbered 2015-40, 2018-01, and 2018-02 be approved to cancel or reduce taxes in the total amount of \$18,179.51, in which \$7,604.30 is the municipal portion.</p>

JDM AD DE	BB FD BK	RB YD JM	4.	<p><u>Corporate Services Department, Finance Division, Report 2018-94, Subject: 2017 Audit Plan</u></p> <p>That the 2017 Audit Plan prepared by Grant Thornton, attached to Corporate Services Department, Finance Division Report 2018-94 be received for information.</p>
JDM AD DE	BB FD BK	RB YD JM	5.	<p><u>Corporate Services Department, Finance Division, Report 2018-96, Subject: Port Colborne Welland LINK Bus Route and Schedule Changes</u></p> <p>That the Port Colborne Welland LINK bus route change and schedule change to accommodate the provision of three (3) additional trips for the transit service between Port Colborne and Welland as described in Corporate Services Department, Finance Division Report 2018-96, be approved, effective September 1, 2018.</p>
JDM AD DE	BB FD BK	RB YD JM	6.	<p><u>Community and Economic Development Department, Events Division, Report 2018-101, Subject: Canal Days – Bass Pro Range</u></p> <p>That in accordance with Community and Economic Development Department, Events Division, Report 2018-101, exception be approved to by-law 2499/115/90, the Discharge of Firearms By-law, to permit Bass Pro Outdoor World to operate a BB gun shooting range at Canal Days 2018, August 3-6, 2018.</p>
Miscellaneous Correspondence				
JDM AD DE	BB FD BK	RB YD JM	7.	<p><u>Region of Niagara Re: 2017 Annual Financial Report</u></p> <p>That the correspondence received from the Region of Niagara Re: 2017 Annual Financial Report, be received for information.</p> <p>The 2017 Annual Financial Report may be found at the following link: https://www.niagararegion.ca/business/finance/annual-reports/default.aspx</p>
JDM AD DE	BB FD BK	RB YD JM	8.	<p><u>Region of Niagara Re: Regional Official Plan Amendment 13 - Transportation Policies (PSD Report 27-2018)</u></p> <p>That the correspondence received from the region of Niagara Re: Regional Official Plan Amendment 13 – Transportation Policies (PDS Report 27-2018), be received for information.</p>

JDM AD DE	BB FD BK	RB YD JM	9.	<p><u>Region of Niagara Re: Petition – Holding Elected Officials to a Higher Standard</u></p> <p>That the correspondence received from the Region of Niagara Re: Petition – Holding Elected Officials to a Higher Standard, be received for information.</p>
JDM AD DE	BB FD BK	RB YD JM	10.	<p><u>Region of Niagara Re: Trade with the United States and Protecting Canadian Jobs</u></p> <p>That the correspondence received from the Region of Niagara Re: Trade with the United States and Protecting Canadian Jobs, be received for information.</p>
JDM AD DE	BB FD BK	RB YD JM	11.	<p><u>Memorandum for Gina Tartaglia, Event Coordinator Re: Canal Days 2018 – Royal Canadian Legion, Branch 56, Request for Letter of Non Objection regarding a Temporary Licence Extension</u></p> <p>That the Council of The Corporation of the City of Port Colborne does not object to the application for a Temporary Licence Extension to an existing licence held by the Royal Canadian Legion, Branch 56, located at 67 Clarence Street, Port Colborne, on August 4, 5, and 6, 2018 during the Canal Days Marine Heritage Festival, as outlined in the correspondence from Harry Hamilton, Branch President, dated June 15, 2018, subject to the following conditions:</p> <ul style="list-style-type: none"> • That the applicant shall satisfy and comply with all applicable regulatory requirements, rules and provisions; • That where the area is enclosed (by the building and permanent and temporary fencing) there shall be two separate, unrestricted, exits from the area that are a minimum of four feet in width; and • That Port Colborne Fire and Emergency Services shall inspect the site on August 4.
Outside Resolutions – Requests for Endorsement				
Nil.				
Responses to City of Port Colborne Resolutions				
Nil.				

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

By-law No.	Title
6598/53/18	Being a By-law to Stop Up and Close a Portion of the Empire Road and Michael Road allowances, Being Part 1 on Plan 59-16102 and Part 1 on Plan 59R-16103, and to Declare the Lands as Surplus and to sell the Lands to Sun Communities Operating Limited Partnership
6599/54/18	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 July 9, 2018

The Corporation of the City of Port Colborne

By-law No. 6598/53/18

Being a by-law to stop up and close a portion of the Empire Road and Michael Road road allowances, being part 1 on plan 59-16102 and part 1 on plan 59R-16103, and to declare the lands as surplus and to sell the lands to Sun Communities Operating Limited Partnership

Whereas Section 27(1) of the *Municipal Act, 2001, S.O. 2001*, as amended, provides that, except as otherwise provided in the Act, a municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway; and

Whereas pursuant to Section 28(1) of the *Municipal Act, 2001, S.O. 2001*, as amended, the Municipal Corporation of the City of Port Colborne has jurisdiction over the highway set out and described in this by-law; and

Whereas it is deemed expedient in the interest of The Corporation of the City of Port Colborne that the road allowances set out and described in this by-law be stopped up and closed, and that the land be declared surplus and offered for sale; and

Whereas in accordance with Section 34(1) of the *Municipal Act, 2001, S.O. 2001*, as amended, and By-law 4339/12/03 of The Corporation of the City of Port Colborne, Being a By-law to Prescribe the Form and Manner and Times for the Provision of Notice in Accordance with the *Municipal Act, 2001, S.O. 2001, c. 25*, public notice of Council's intention to permanently close the highway set out and described in this by-law was given; and

Whereas no person claiming their lands will be prejudicially affected by the by-law applied to be heard by the Council of The Corporation of the City of Port Colborne at the meeting held by the Council for that purpose on Monday, June 11, 2018.

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

1. That upon and after the passing of this by-law all portions of the road allowances described as Part 1 on Plan 59-16102 and Part 1 on Plan 59R-16103 are hereby stopped up and closed.
2. That the lands hereinbefore described as Part 1 on Plan 59-16102 and Plan 59R-16103 are hereby declared surplus to the needs of The Corporation of the City of Port Colborne and shall be offered for sale to Sun Communities Operating Limited Partnership.
3. That the Mayor and Clerk be and are hereby authorized to sign and execute any documents that may be required for the purpose of carrying out the intent of this by-law and the Clerk is duly authorized to affix the corporate seal thereto.
4. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office to effect the closing of the Empire Road and Michael Road road allowances hereinbefore described.
5. This by-law shall take effect on the day that a certified copy of the by-law is registered in the proper land registry office.

Enacted and passed this 9th day of July, 2018.

John Maloney
Mayor

Amber LaPointe
City Clerk

The Corporation of the City of Port Colborne

By-Law No. 6599/55/18

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 July 9, 2018.

Whereas Section 5(1) of the *Municipal Act, 2001*, provides that the powers of a municipality shall be exercised by its council;

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 July 9, 2018 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 except where the approval of the Ontario Municipal Board is required, in which case the effective date shall be the day after the approval of the Ontario Municipal Board is obtained or such other day as the Ontario Municipal Board may order; 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 9th day of July, 2018.

John Maloney
Mayor

Amber LaPointe
City Clerk

**City of Port Colborne
Regular Council Meeting 15-18
Minutes**

Date: June 25, 2018
Time: 9:10 p.m.
Place: Council Chambers, Municipal Offices, 66 Charlotte Street, Port Colborne

Members Present: R. Bodner, Councillor
B. Butters, Councillor
A. Desmarais, Councillor
Y. Doucet, Councillor
D. Elliott, Councillor
J. Maloney, Mayor (presiding officer)

Absent: Y F. Danch, Councillor (due to vacation)
B. Kenny, Councillor (due to vacation)
J. Mayne, Councillor (leave of absence)

Staff Present: D. Aquilina, Director of Planning and Development
T. Cartwright, Fire Chief
N. Halasz, Manager of Parks and Recreation
A. LaPointe, Manager of Legislative Services/City Clerk (minutes)
C. Lee, Director of Engineering and Operations
S. Luey, Chief Administrative Officer
P. Senese, Director of Corporate Services

Also in attendance were interested citizens, members of the news media, YourTV and WeeStream.

1. Call to Order:

Mayor Maloney called the meeting to order.

2. Introduction of Addendum Items:

Nil.

3. Confirmation of Agenda:

No. 91 Moved by Councillor B. Butters
Seconded by Councillor A. Desmarais

That the agenda dated June 25, 2018 be confirmed, as circulated
or as amended.

CARRIED.

4. Disclosures of Interest:

Councillor Doucet declared an indirect pecuniary interest with regard to item 14, City of Quinte West Re: Cannabis Grace Period Request, stating that it was personal in nature. Councillor Doucet refrained from discussing or voting on this item.

5. Adoption of Minutes:

No. 92 Moved by Councillor B. Butters
Seconded by Councillor A. Desmarais

(a) That the minutes of the special meeting of Council 13-18, June 11, 2018, be approved as presented.

(b) That the minutes of the regular meeting of Council 14-18, June 11, 2018, be approved as presented.

CARRIED.

6. Determination of Items Requiring Separate Discussion:

The following item was identified for separate discussion:

Item 14.

7. Approval of Items Not Requiring Separate Discussion:

No. 93 Moved by Councillor B. Butters
Seconded by Councillor A. Desmarais

That Items 1 to 17 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:**1. Corporate Services, Clerk's Division, Report No. 2018-93, Subject: Restricted Acts of Council (Lame Duck Periods)**

Council resolved:

That the City Clerk be directed to prepare the necessary by-law prior to Nomination Day (July 27, 2018) delegating authority to the Chief Administrative Officer (CAO) from July 27, 2018 to the earliest of December 1, 2018 or when quorum of members of the newly elected Council swear their Declaration of Office, as outlined:

1. The CAO be delegated the authority as the financial signing authority for expenditures, outside the current budget, exceeding \$50,000;

2. That the CAO be delegated the authority to execute an Agreement of Purchase and Sale pertaining to the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal for the acquisition of property;
3. That the CAO be delegated the authority to appoint or remove any officer from or to an office with the City of Port Colborne.
4. That the CAO be delegated the authority to hire or dismiss any employee of the municipality;
5. That the CAO will report to Council if the delegation of authority is exercised under the proposed by-law; and

That the by-law shall come into force and effect only in the event that less than seventy-five percent (75%) of the current Members of Council will be returning to sit on the new Council after Nomination Day of the 2018 Municipal Election as determined by the City Clerk.

2. Corporate Services, Clerk's Division, Report No. 2018-91, Subject: Joint Niagara Compliance Audit Committee

Council resolved:

That The Corporation of the City of Port Colborne continue its participation in the Joint Niagara Compliance Audit Committee; and

That the updated Terms of Reference, attached as Appendix A to Corporate Services Department, Clerks Divisions Report 2018-91, be approved; and

That authority be delegated to the City Clerk to make legislative or administrative changes to the Terms of Reference; and

That authority be delegated to the City Clerk to appoint members to the Compliance Audit Committee.

3. Corporate Services, Finance Division, Report No. 2018-88, Subject: Grant Funding

Council Resolved:

That Corporate Services Department, Finance Division Report 2018-88 with respect to Grant Funding, be received for information.

4. Planning and Development, Planning Division, Report No. 2018-81, Subject: Biodiversity Offsetting

Council resolved:

The Council of The Corporation of the City of Port Colborne requests that the Region of Niagara and Niagara Peninsula Conservation Authority

take the following actions with respect to the issues of Biodiversity Offsetting:

- Defer support of any Biodiversity Offsetting (BDO) Pilot Project until a thorough public discussion is undertaken regarding the purpose, methodology and evaluation procedure to be applied to any case study; and
- Allow the involvement of interested members of the public, but also experts from Brock University, Niagara College, and other Universities and Colleges with specialized fields of Ecological and Environmental studies to allow input to specialized biological questions should they arise; and
- Adopt the position that Provincially Significant Wetlands be protected the greatest extent; and

That Council's response with respect to Biodiversity Offsetting be forwarded to the Ministry of Natural Resources and Forestry for consideration in their review of the Conservation Authorities Act.

5. Engineering and Operations, Operations Division, Report No. 2018-79, Subject: Energy Consumption and Greenhouse Gas Emissions Report (2016)

Council resolved:

That Engineering and Operations Department, Operations Division Report 2018-79 with respect to Energy Consumption and Greenhouse Gas Emissions Report (2016) be received for information.

6. Community and Economic, Sugarloaf Marina Division, Report No. 2018-89, Subject: Sugarloaf Marina – Herbicide Application

Council resolved:

That the Director of Community and Economic Development be directed to proceed with issuing a purchase order for applications of herbicides to Sugarloaf Marina.

After a thorough evaluation of the success of the project staff request the allocation of \$10,000 annually for herbicide application be included during the 2019 budget deliberations weeds as well as \$12,500 to replace the funds for the LED lights to complete this project in 2019.

7. Email correspondence from Betty Konc dated June 5, 2018 Re: Request for Fireworks Display on August 11, 2018 for an Annual BBQ, located at 831 Highway 3, East, Port Colborne

Council resolved:

That pursuant to Section 6.1.1 of By-law 4989/45/07, the Council of The Corporation of the City of Port Colborne authorize Betty Konc of 831 Highway 3, East, Port Colborne to hold a Display Fireworks Event on August 11, 2018.

That such approval be conditional on the issuance of a permit by the Fire Chief, in compliance with By-law 4989/45/07 and payment of the applicable fees.

That the following information be submitted to the Port Colborne Fire & Emergency Services a review a minimum of two weeks prior to the holding of the event.

- A fireworks site plan including but not limited to, separation distances to the public and vulnerable areas, location from where the fireworks are being fired, fallout zone, direction of firing, is to be submitted to this office by the fireworks supervisor for review.
- Event description information, including description of fireworks, type size and quantity.
 - firing procedures, manual or electric
 - emergency procedures
 - traffic control plans

That Betty Konc of 831 Highway 3, East, Port Colborne be advised that as the Authority having jurisdiction, Port Colborne Fire and Emergency Services conduct spot site inspections and may revoke approval for any violation of the Ontario Fire Code or the Explosives Act prior to or during the scheduled event.

8. Region of Niagara Re: State of Aggregate Resources in Niagara Region – Technical Addendum (PDS Report 12-2018)

Council resolved:

That the correspondence received from the Region of Niagara Re: State of Aggregate Resources in Niagara Region – Technical Addendum (PDS Report 12-2018), be received for information.

9. Region of Niagara Re: Waterfront Investment Program 2018 Funding Recommendations (PDS Report 16-2018)

Council resolved:

That the correspondence received from the Region of Niagara Re: Waterfront Investment Program 2018 Funding Recommendations (PDS Report 16-2018), be received for information.

10. Region of Niagara Re: New Regional Official Plan and Growth Management Program (PDS Report 21-2018)

Council resolves::

That the correspondence received from the Region of Niagara Re: New Regional Official Plan and Growth Management Program (PDS Report 21-2018), be received for information.

11. Region of Niagara Re: Climate Change Framework (PDS Report 22-2018)

Council resolved:

That the correspondence received from the Region of Niagara Re: Climate Change Framework (PDS Report 22-2018), be received for information.

12. Region of Niagara Re: Development Applications Monitoring Report – 2017 Year End (PDS Report 23-2018)

Council resolved:

That the correspondence received from the Region of Niagara Re: Development Applications Monitoring Report – 2017 Year End (PDS Report 23-2018), be received for information.

13. Niagara Region of Niagara Re: Taxpayer Affordability Guidelines

Council resolved:

That the correspondence received from the Region of Niagara Re: Taxpayer Affordability Guidelines be referred to the Director of Corporate Services.

15. Town of Pelham Re: Provincial Funding for Local Public Libraries

Council resolved:

That the resolution received from the Town of Pelham regarding the City of Port Colborne's support for Provincial Funding for Local Public Libraries, be received for information.

16. Town of Pelham Re: Safe Drinking Water Training – Elected Municipal Officials

Council resolved:

That the resolution received from the Town of Pelham regarding City of Port Colborne's support of Safe Drinking Water Training for Elected Municipal Officials, be received for information.

17. Town City of St. Catharines Re: Niagara Central Dorothy Rungeling Airport – Position regarding Niagara Region Uptake of Control and Governance of NCDRA and NDA

Council resolved:

That the resolution received from the City of St. Catharines regarding City of Port Colborne's resolution regarding Niagara Central Dorothy Rungeling Airport – Niagara Region Uptake of Control of NCDRA and NDA, be received for information.

CARRIED.

8. Consideration of Items Requiring Separate Discussion:

14. City of Quinte West Re: Cannabis Grace Period Request

No. 94 Moved by Councillor D. Elliot
Seconded by Councillor B. Butters

That the resolution received from the City of Quinte Re: Cannabis Grace Period Request, be supported.

CARRIED.

9. Proclamations:

Nil.

10. Minutes of Boards, Commissions & Committees:

No. 95 Moved by Councillor B. Butters
Seconded by Councillor A. Desmarais

(a) That the minutes of the Port Colborne Transit Advisory Committee Meeting of March 28, 2018, be received.

(b) That the minutes of the Port Colborne Public Library Board Meeting of May 8, 2018, be received.

(c) That the minutes of the Port Colborne Active Transportation Advisory Committee Meeting of May 22, 2018, be received.

CARRIED.

11. Consideration of By-laws:

No. 96 Moved by Councillor B. Butters

Seconded by Councillor A. Desmarais

That the following by-laws be enacted and passed:

- 6595/50/18 Being a By-law to Authorize Entering Into a Contract Agreement with Dr. Kelly Maracle respecting the Maintenance of a Family Practice in Port Colborne
- 6596/51/18 Being a By-law to Delegate Financial and Staffing Authority to the Chief Administrative Officer during the Lamé Duck period
- 6597/52/18 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 June 25, 2018

CARRIED.

12. **Adjournment:**

No. 97 Moved by Councillor D. Elliot
Seconded by Councillor Y. Doucet

That the Council meeting be adjourned at approximately 9:15 p.m.
CARRIED.

John Maloney
Mayor

Amber LaPointe
City Clerk

AL/