



**City of Port Colborne
Regular Meeting of Committee of the Whole 27-19
Tuesday, November 12, 2019 – 6:30 p.m.
Council Chambers, 3rd Floor, 66 Charlotte Street**

Agenda

- 1. Call to Order:** Deputy Mayor Frank Danch
- 2. National Anthem:** Joel Longfellow
- 3. Introduction of Addendum and Delegation Items:**
- 4. Confirmation of Agenda:**
- 5. Disclosures of Interest:**
- 6. Adoption of Minutes:**
 - (a) Regular meeting of Committee of the Whole 26-19, held on October 28, 2019
- 7. Determination of Items Requiring Separate Discussion:**
- 8. Approval of Items Not Requiring Separate Discussion:**
- 9. Presentations:**

Nil.
- 10. Delegations (10 Minutes Maximum):**

Nil.
- 11. Mayor's Report:**
- 12. Regional Councillor's Report:**
- 13. Councillors' Items:**
 - (a) Councillors' Issues/Enquiries
 - (b) Staff Responses to Previous Councillors' Enquiries
- 14. Consideration of Items Requiring Separate Discussion:**
- 15. Notice of Motion:**
- 16. Adjournment:**

Upcoming Committee of the Whole and Council Meetings

Monday, November 25, 2019 Committee of the Whole/Council – 6:30 P.M.

Monday, December 9, 2019 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
WCS MB EB RB GB FD AD DK HW	1.	<p><u>Planning and Development Department, Planning Division, Report 2019-161, Subject: Cannabis Production – Interim Control By-law</u></p> <p>That Council pass an Interim Control By-law, pursuant to Section 38 of the Planning Act, for a period of one year, prohibiting retail cannabis production on all properties in the City; and</p> <p>That the Mayor and City Clerk be authorized to execute the necessary By-law to give effect to Council's decision; and that the Notice of Decision required by the Planning Act, R.S.O. 1990, as amended, be processed by staff.</p>	9
WCS MB EB RB GB FD AD DK HW	2.	<p><u>Planning and Development Department, Planning Division, Report 2019-168, Subject: Land Sale on Lorraine Road</u></p> <p>That By-law 6706/70/19 Being A By-Law To Authorize Entering Into An Agreement Of Purchase And Sale be amended to remove Helen Liiodromitis.</p> <p>That the City enters into an Agreement of Purchase and Sale with Robert and Tanya Krier for \$230,000 plus HST.</p> <p>That the Mayor, Clerk and City Solicitor be authorized to sign and execute any and all documents respecting the sale of these lands.</p>	13
WCS MB EB RB GB FD AD DK HW	3.	<p><u>Planning and Development Department, Planning Division, Report 2019-173, Subject: Ministry of Environment, Conservation and Parks Response Regarding Safe Soil Levels of the CBRA</u></p> <p>That Planning and Development Department report 2019-173, Ministry of the Environment, Conservation and Parks Response Regarding Safe Soil Levels of the CBRA be received for information; and</p> <p>That the Director of Planning and Development discuss concerns about land use change burdens associated with requiring a RSC with Vale.</p>	25

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WCS RB AD	MB GB DK	EB FD HW	4.	<p><u>Planning and Development Department, Planning Division, Report 2019-174, Subject: Condominium Exemption Request – 57 Minto Street</u></p> <p>That Council approves the request for exemption from draft plan of condominium for the development at 57 Minto Street.</p>	29
WCS RB AD	MB GB DK	EB FD HW	5.	<p><u>Engineering and Operations, Engineering Division, Report 2019-172, Subject: Eagle Marsh Municipal Drain – Appointment of Engineer</u></p> <p>That the Council of the City of Port Colborne receives Report 2019-172 with respect to the Eagle Marsh Drain Engineer Appointment as information; and</p> <p>That Brandon Widner, P. Eng. of Spriet Associates Engineers & Architects be appointed under Section 8 of the Drainage Act, R.S.O. 1990 for the preparation of a new engineer's report under Section 78 of the Drainage Act, R.S.O. 1990, related to the Eagle Marsh Municipal Drain.</p>	53
WCS RB AD	MB GB DK	EB FD HW	6.	<p><u>Corporate Services Department, Finance Division, Report 2019-163, Subject: Audit Results for the year ended December 31, 2018</u></p> <p>That Council accept and approve the Audit Results report for the year ended December 31, 2018.</p>	57
WCS RB AD	MB GB DK	EB FD HW	7.	<p><u>Corporate Services Department, Finance Division, Report 2019-164, Subject: Approval of the 2018 Consolidated Financial Statements</u></p> <p>That Council approve the Consolidated Financial Statements for the year ended December 31, 2018.</p>	97
WCS RB AD	MB GB DK	EB FD HW	8.	<p><u>Corporate Services Department, Finance Division, Report 2019-165, Subject: Development Charge Reserve Funds – 2018 Year-end Update</u></p> <p>That Council receives the attached Development Charge Statement for information.</p>	143

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WCS RB AD	MB GB DK	EB FD HW	9.	<p>Community and Economic Development Department, Parks and Recreation Division, Report 2019-158, Subject: Annual Lighted Santa Claus Parade – Road Closures</p> <ol style="list-style-type: none"> 1. That the road closures necessary for the Annual Lighted Santa Claus Parade on Saturday, December 7, 2019, as outlined in Community and Economic Development, Report 2019-158, be approved; 2. That the following roads be closed to general vehicular traffic and parking from 4:00 p.m. to 7:00 p.m. on Saturday, December 7, 2019, for the purpose of parade staging: <ul style="list-style-type: none"> • Fielden Avenue, from the southern limit of Killaly Street to the southern limit of Elgin Street; and • Elgin Street, from the western limit of Elm Street to the eastern limit of Steele Street; and • Fielden Avenue, at the western limit of Delhi Street. 3. That the following roads be closed for vehicular parking from 4:00 p.m. to 9:00 p.m. on Saturday, December 7, 2019, for the purpose of parade staging and to provide for a safe viewing area of the parade: <ul style="list-style-type: none"> • Clarence Street, from the western limit of Steele Street to the eastern limit of West Street; • West Street, from the northern limit of Clarence Street to the southern limit of Charlotte Street; and • Charlotte Street, from the western limit of Elm Street to the eastern limit of West Street. 4. That the following road intersections be temporarily closed (by barricade) beginning at 6:30 p.m. until 9:00 p.m. on Saturday, December 7, 2019, to restrict through traffic onto the parade route: <ul style="list-style-type: none"> • North and west intersections of Steele Street and Elgin Street; • East intersection of Steele Street at Carter Street; • East intersection of Steele Street at Park Street; • East intersection of Steele Street at Tugboat Lane; • West and south intersections of Steel Street and Clarence Street; • North and south intersections of Fielden Avenue at Clarence Street; • North and south intersections of Elm Street at Clarence Street; 	147
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		<ul style="list-style-type: none"> • North and south intersections of Catharine Street at Clarence Street; • North and south intersections of King Street at Clarence Street; • North and east intersections of West Street at Clarence Street; • South intersection of West Street at Charlotte Street; • North and south intersections of King Street at Charlotte Street; and • East and north intersections of Charlotte Street and Catharine Street. <p>5. That emergency service vehicles, including ambulance, police and fire, as well as public works, public utility vehicles, and authorized permit vehicles be exempt from the above noted closures;</p> <p>6. That Public Works staff deliver traffic barricades before the event at the predetermined locations, restrict access to the appropriate parking stalls and deliver waste receptacles along the Parade route;</p> <p>7. That Public Works staff will block off all parking stalls along the parade route with pylons beginning at the time of the traffic and parking restrictions;</p> <p>8. That By-law Enforcement staff ticket and remove vehicles as necessary along the parade route during the time of the traffic and parking restrictions closures.</p>	
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Miscellaneous Correspondence

<p>WCS MB EB RB GB FD AD DK HW</p>	<p>10.</p>	<p>Memorandum from Janice Peyton, Executive Assistant, DEO Re: Transit Advisory Committee – Community Bus Saturday Service Pilot Program</p> <hr/> <p>That the Memorandum from Janice Peyton, Executive Assistant, DEO on behalf of the Transit Advisory Committee Re: Community Bus Saturday Service Pilot Program, be received for information; and</p> <p>That the Council of the City of Port Colborne be notified that the Port Colborne Transit Advisory Committee is in agreement with increasing the Port Colborne Community bus services through a pilot project coordinated with Welland Transit, to run on Saturdays for a six-hour block of time. The pilot project will be in place from May 2, 2020 to December 31, 2020.</p>	<p>153</p>
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WCS RB AD	MB GB DK	EB FD HW	11.	<u>Region of Niagara Re: Actions & Resources to Join the Coalition of Inclusive Municipalities Report CAO 14-2019</u> That the correspondence received from the Region of Niagara Re: Actions & Resources to Join the Coalition of Inclusive Municipalities Report CAO 14-2019, be received for information.	155
WCS RB AD	MB GB DK	EB FD HW	12.	<u>Region of Niagara Re: Proposed Cuts to Legal Aid Ontario Budget</u> That the correspondence received from the Region of Niagara Re: Proposed Cuts to Legal Aid Ontario Budget, be received for information.	169
Outside Resolutions – Requests for Endorsement					
WCS RB AD	MB GB DK	EB FD HW	13.	<u>Town of Fort Erie Re: Port Colborne Quarry and the Aquifer through Fort Erie</u> That the resolution received from the Town of Fort Erie Re: Port Colborne Quarry and the Aquifer through Fort Erie, be received for information.	173
WCS RB AD	MB GB DK	EB FD HW	14.	<u>City of Niagara Falls Re: School Bus Camera Legislation</u> That the resolution received from the City of Niagara Falls Re: School Bus Camera Legislation, be received for information.	175
WCS RB AD	MB GB DK	EB FD HW	15.	<u>Town of Kingsville Re: Local Health Care Services</u> That the resolution received from the Town of Kingsville Re: Local Health Care Services, be received for information.	177
Responses to City of Port Colborne Resolutions					
Nil.					

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Report Number: 2019-161

Date: November 12, 2019

SUBJECT: Cannabis Production – Interim Control By-law

1) PURPOSE:

The purpose of the report is to have Council extend the Interim Control By-law for one more year for cannabis production.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

On November 13, 2018, Council through Planning and Development Report 2018-142 approved an Interim Control By-law, pursuant to Section 38 of the Planning Act, for a period of up to one year, prohibiting retail cannabis production on all properties in the City.

On November 26, 2018, By-law 6629/84/18, being a by-law to adopt an Interim Control by-law for all lands within the City of Port Colborne came into force.

On November 25, 2019, a public meeting proposing new cannabis regulations under the Planning Act will be on the Council agenda.

3) STAFF COMMENTS AND DISCUSSIONS

Staff having had time to study and review the legalization of cannabis production and have drafted new planning policies and regulations.

The City's Official Plan and Zoning By-law are proposed to be amended for commercial cannabis production. The public meeting is scheduled for November 22, 2019.

As the Interim Control By-law expires on November 26, 2019, staff are recommending to extend the Interim Control By-law until the new planning policies and regulations are approved. The Planning Act allows for another one-year extension.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

Council could decide to not extend the interim control by-law and not regulate commercial cannabis production.

Other Options

N/A

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Cannabis sale and production has been an interest of Council to regulate.

6) ATTACHMENTS

Appendix A – Draft Interim Control By-law Extension.

7) RECOMMENDATION

That Council pass an Interim Control By-law, pursuant to Section 38 of the Planning Act, for a period of one year, prohibiting retail cannabis production on all properties in the City; and

That the Mayor and City Clerk be authorized to execute the necessary By-law to give effect to Council's decision; and that the Notice of Decision required by the Planning Act, R.S.O. 1990, as amended, be processed by staff.

Prepared on November 1, 2019 by:

Reviewed and Respectfully Submitted:



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



Peter Senese
Interim Chief Administrative Officer

The Corporation of the City of Port Colborne

By-law no.

Being a by-law to extend an Interim Control by-law for all lands within the City of Port Colborne

Whereas Section 38 of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, authorizes Council to adopt an Interim Control By-law, provided Council has by resolution directed that a review or study be undertaken of land use planning policies; and

Whereas the Council of The Corporation of the City of Port Colborne passed By-law 6629/84/18 on November 26, 2018 directing that a review be undertaken in respect of the Official Plan policy, Zoning By-law standards, and implementation procedures as they relate to cannabis production facilities within the City of Port Colborne and to report back to Council with recommendations with respect to an Interim Control By-law; and

Whereas the Council of the Corporation of the City of Port Colborne considers it necessary to extend the Interim Control By-law 6629/84/18 for 1 year with respect to the lands described in Section 1 of this By-law, and only as it applies to the use of land, premises, or partial use of premises, for either of the uses described in Section 2 a) of this By-law, to allow it time to consider its land use planning policies as directed;

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

1. This Interim Control By-law applies to all lands zoned in Zoning By-law 6575/30/18 of The Corporation of the City of Port Colborne to prohibit the use of land, premises, or partial use of premises within such lands, for the use as described in Section 2 a) of this by-law.
2. The following use is prohibited under this by-law:
 - a) a facility or land for the growing of cannabis.
3. In this by-law, the following definitions apply:
 - a) "Cannabis": means a cannabis plant, including the phytocannabinoids produce by or found in such a plant regardless of whether that part has been processed or not and any substance or mixture of substances that contains or has on it and part of such a plant and any substance that is identical to a phytocannabinoid produced by or found in such a plant regardless of how the substance was obtained. Marihuana shall have the same definition;

- b) "Cannabis Production Facility": means the use of land, buildings or structures for the cultivation, processing, packaging and shipping of cannabis.
4. This by-law shall be in effect for a period of one year from the date of passage hereof.

Enacted and passed this 12th day of November, 2019.

William C Steele, Mayor

Amber LaPointe, City Clerk

Report Number: 2019-168

Date: November 12, 2019

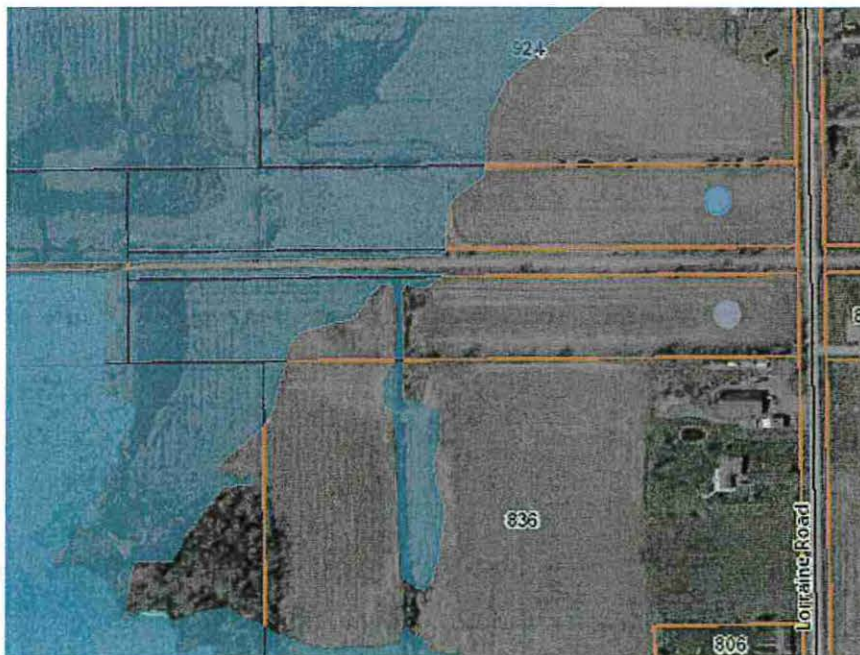
SUBJECT: Land Sale on Lorraine Road

1) PURPOSE

The purpose of the report is to obtain Council's approval to enter into a sale agreement for a City owned lot on the west side of Lorraine Road.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Located on the west side of Lorraine Road, north of the Friendship Trail, exists a parcel of vacant land. The lot measures 200' x 1647' for 7.5 acres in size. An aerial photo of the property, highlighted by the blue dot is below:



3) STAFF COMMENTS AND DISCUSSIONS

The sale of the property is guided by the City's policy and procedure under By-law 6620/75/18 and has been followed.

The parcel is to be purchased by Robert and Tanya Krier for \$230,000 plus HST and includes a buy back clause to build within two years.

Title matters will need to be dealt with and the buyers are aware that the City intends to resolve them.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

If nothing is done, the City would retain ownership.

b) Other Options

N/A.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

N/A.

6) ATTACHMENTS

Appendix A - Offer to Purchase from Robert and Tanya Krier

Appendix B - By-law for Sale

7) RECOMMENDATION

That By-law 6706/70/19 Being A By-Law To Authorize Entering Into An Agreement Of Purchase And Sale be amended to remove Helen Lliodromitis;

That the City enters into an Agreement of Purchase and Sale with Robert and Tanya Krier for \$230,000 plus HST.

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

8) SIGNATURES

Prepared on October 30, 2019 by:

Reviewed and respectfully submitted by:



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



Peter Senese
Interim Chief Administrative Officer

Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 16 day of August, 2019

BUYER: ROBERT KRITER AND TANYA KRITER, agrees to purchase from
(Full legal names of all Buyers)

SELLER: CITY OF PORT COLBORNE, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address W/S LORRAINE Road

fronting on the West side of LORRAINE RD

in the CITY OF Port Colborne

and having a frontage of 200 ft more or less by a depth of 1647 ft more or less

and legally described as PART 2 PLAN 59R-10301

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 230,000.00

Two Hundred Thirty Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Three Thousand Dollars (CDN\$) 3,000.00

by negotiable cheque payable to ROYAL LEPAGE NRC REALTY "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 6:00 p.m. on the 28 day of October, 2019, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
(Seller/Buyer) (a.m./p.m.)

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 28 day of February, 2020. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. CHATELS INCLUDED:

NONE

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

NONE

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

NONE

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.


7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):



INITIALS OF SELLERS(S):




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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 3 days day of prior to closing....., 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (residential building lot.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.


INITIALS OF BUYER(S):




INITIALS OF SELLERS(S):



- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
 (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): 

INITIALS OF SELLERS(S): 

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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
 (Witness) (Buyer/Authorized Signing Officer) (Seal) (Date)

 (Witness) (Buyer/Authorized Signing Officer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
 (Witness) X (Seller/Authorized Signing Officer) (Seal) X (Date)

 (Witness) (Seller/Authorized Signing Officer) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....
 (Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of, 20.....
 (a.m./p.m.) X
 (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage <u>ROYAL LEPAGE NRC REALTY</u>	<u>(905) 834-9000</u> (Tel.No.)
<u>BILL BECSKEREKI</u> (Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage (Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... (Date)
 (Seller)
 (Date)
 (Seller)
 Address for Service

..... (Tel. No.)
 Seller's Lawyer

Address

Email

..... (Tel. No.) (Fax. No.)

..... (Date)
 (Buyer)
 (Date)
 (Buyer)
 Address for Service

..... (Tel. No.)
 Buyer's Lawyer

Address

Email

..... (Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
<p>To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust. DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:</p>	
..... (Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: ROBERT KRITER AND TANYA KRITER and

SELLER: CITY OF PORT COLBORNE

for the purchase and sale of W/S LORRAINE Road Port Colborne

L3K5V3 dated the 16 day of August 2019

Buyer agrees to pay the balance as follows:

purchasers agree to pay the balance of the purchase price , by cash or certified cheque , on closing , subject to adjustments.

In the event the purchaser fails to commence the construction of a residential dwelling within twenty-four (24) months from the closing of this transaction, the seller shall be at liberty to demand the repurchase of the property at seventy-five percent (75%) of the purchase price and the purchaser shall sell to the seller the property contained herein for \$187,500.00 free and clear and clear of all encumbrances. This term shall survive the completion of this transaction.


This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER: ROBERT KRITER AND TANYA KRITER

SELLER: CITY OF PORT COLBORNE

For the transaction on the property known as: W/S LORRAINE Road Port Colborne L3K5V3

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
 - 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) The Listing Brokerage is providing Customer Service to the Buyer.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
 - That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
 - by the Seller in accordance with a Seller Customer Service Agreement
- or: by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)



BUYER



CO-OPERATING/BUYER BROKERAGE



SELLER



LISTING BROKERAGE

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
- b) The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

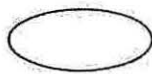
COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

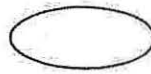
SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

..... (Name of Co-operating/Buyer Brokerage) Tel.: Fax: (Authorized to bind the Co-operating/Buyer Brokerage) (Date) (Print Name of Salesperson/Broker/Broker of Record)	ROYAL LEPAGE NRC REALTY (Name of Listing Brokerage) 368 King St. Port Colborne Tel.: (905) 834-9000 Fax: (905) 688-3178 (Authorized to bind the Listing Brokerage) (Date) BILL BECSKEREKI (Print Name of Salesperson/Broker/Broker of Record)
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.


BUYER'S INITIALS


SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

..... (Signature of Buyer) (Date) (Signature of Seller) (Date)
..... (Signature of Buyer) (Date) (Signature of Seller) (Date)

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: ROBERT KRITER AND TANYA KRITER....., and

SELLER: CITY OF PORT COLBORNE.....

for the purchase and sale of W/S LORRAINE Road..... Port Colborne.....

L3K5V3..... dated the 16..... day of August....., 20 19.....

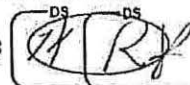
Buyer agrees to pay the balance as follows:

purchasers agree to pay the balance of the purchase price, by cash or certified cheque, on closing, subject to adjustments.

In the event the purchaser fails to commence the construction of a residential dwelling within twenty-four (24) months from the closing of this transaction, the seller shall be at liberty to demand the repurchase of the property at seventy-five percent (75%) of the purchase price and the purchaser shall sell to the seller the property contained herein for \$187,500.00 free and clear and clear of all encumbrances. This term shall survive the completion of this transaction.


This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S)



INITIALS OF SELLER(S):



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Appendix B

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering Into an Agreement of Purchase and Sale with Robert and Tanya Kriter Respecting Part 2 on Plan 59R-10301

Whereas at its meeting of November 12, 2019, Council approved the recommendations of Department of Planning & Development, Report No. 2019-168, Subject: Land Sale on Lorraine Road; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Robert and Tanya Kriter for the sale of Part 2 on Plan 59R-10301, for the purchase price of \$230,000 (plus HST);

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

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Robert and Tanya Kriter for the sale of Part 2 on Plan 59R-10301 for the purchase price of \$230,000 (plus HST), which agreement is attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 12th day of November, 2019.

William C. Steele
MAYOR

Amber LaPointe
CITY CLERK

Report Number: 2019-173

Date: November 12, 2019

SUBJECT: Ministry of the Environment, Conservation and Parks Response Regarding Safe Soil Levels of the CBRA.

1) PURPOSE:

The purpose of the report is to provide Council with information on the response received from the Ministry of the Environment, Conservation and Parks (MECP) on the safe soil levels of the CBRA CoCs and levels for use in Ontario Regulation 153/04.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

On August 13, 2019, through Planning and Development report 2019-123, the following was approved by Council:

“That the Director of Planning and Development be directed to send a letter to the Ministry of the Environment, Conservation and Parks requesting clarification with respect to the safe soil levels of the Port Colborne Community Based Risk Assessment Chemicals of Concern and levels for use in Ontario Regulation 153/04.”

On August 23, 2019, the requested letter was sent to the MECP and on October 9, 2019, a response was received.

3) STAFF COMMENTS AND DISCUSSIONS

Attached as Appendix A, is the response from the MECP. As it relates to safe soil levels of the CBRA CoCs, the MECP states:

“The proposed Community Based Action Plan identifies a range of risk management measures that would be implemented at nickel concentration levels between 1,800 and 8,000 ppm which will address ministry’s concerns and help to further reduce the potential for exposure to nickel and other metals in soils.”

In response to the safe levels for use in Ontario Regulation 153/04, the MECP states:

“Ontario Regulation 153/04 lays out the requirements for a obtaining a Record of Site Condition (RSC). Any land use change to a more sensitive land use in the province of Ontario requires that a RSC be filed with the ministry: If nickel concentrations in soil are found at concentrations above O. Reg. 153/04 standards then an overall site remediation can be completed using the soil standards found in O. Reg 153/04 or a risk assessment may be conducted. The ministry supports a Qualified Professional relying on ministry accepted components of the CBRA to evaluate potential risks from nickel and other metals

in soil on the specific property that requires an RSC.”

It is positive to note that the MECP acknowledges the burdens placed on property owners undergoing a change of use on land affected by the CBRA. As Vale's Community Based Action Plan has not been finalized, they are recommending the City discuss concerns about land use change burdens associated with requiring a RSC with Vale.

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 - Ministry of the Environment, Conservation and Parks response letter.

7) RECOMMENDATION

That Planning and Development Department report 2019-173, Ministry of the Environment, Conservation and Parks Response Regarding Safe Soil Levels of the CBRA be received for information; and

That the Director of Planning and Development discuss concerns about land use change burdens associated with requiring a RSC with Vale.

8) SIGNATURES

Prepared on October 31, 2019 by:

Reviewed and Respectfully Submitted:



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



Peter Senese
Interim Chief Administrative Officer

Ministry of the Environment,
Conservation and Parks
Drinking Water and Environmental
Compliance Division
West Central Region
Niagara District Office

Ministère de l'Environnement de la
Protection de la nature et des Parcs
Division de la conformité en matière
d'eau potable et d'environnement
Direction régionale du Centre-Ouest
Bureau du district de Niagara



9th Floor, Suite 15
301 St. Paul Street
St. Catharines, ON L2R 7R4
Tel.: 905 704-3900
1-800-263-1035
Fax: 905 704-4015

9^e étage, bureau 15
301, rue St. Paul
St. Catharines, ON L2R 7R4
Tel.: 905 704-3900
1-800-263-1035
Télé.: 905 704-4015

October 3, 2019

City of Port Colborne
Attention: Dan Aquilina – Director of Planning and Development
66 Charlotte Street
Port Colborne, ON L3K 3C8
(Sent via e-mail: danaquilina@portcolborne.ca)

Dear Mr. Aquilina,

RE: Vale Community Based Action Plan

Thank you for your letter dated August 23, 2019 requesting clarification with respect to the safe soil levels in the Port Colborne Community Based Risk Assessment Chemical of Concern and the levels for use in Ontario Regulation 153/04 (O. Reg. 153/04).

The Community-Based Risk Assessment (CBRA) was a voluntary approach undertaken by Vale which concluded that metals in the soil from historical refinery activities do not result in unacceptable risks to health. The Ministry of the Environment, Conservation and Parks ("the ministry") and Vale did not agree on fundamental concepts used for the scientific analysis in the CBRA and Vale has chosen not to revise the CBRA reports to address the ministry's comments. Vale has made the ministry's comments available on their website.

The Niagara Region Public Health Department has not detected any specific adverse effects to people associated with exposure to soils in Port Colborne and so it was agreed that the best path forward was to work on measures to reduce exposure to the Contaminants of Concern in the community to address the ministry's comments. Vale has proposed the Community Based Action Plan which uses valuable information from the CBRA process. The proposed Community Based Action Plan identifies a range of risk management measures that would be implemented at nickel concentration levels between 1,800 and 8,000 ppm which will address ministry's concerns and help to further reduce the potential for exposure to nickel and other metals in soils. The plan also proposes additional studies to determine future risk management measures for the natural environment and crops.

The ministry agrees in concept with the proposed Community-Based Action Plan and has asked Vale to proceed with municipality and stakeholder consultation including the development community to obtain feedback for consideration, along with ministry comments, as they finalize their Community Based Action Plan.

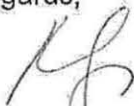
Ontario Regulation 153/04 lays out the requirements for a obtaining a Record of Site Condition (RSC). Any land use change to a more sensitive land use in the province of Ontario requires that a RSC be

filed with the ministry. If nickel concentrations in soil are found at concentrations above O. Reg. 153/04 standards, then an overall site remediation can be completed using the soil standards found in O. Reg 153/04 or a risk assessment may be conducted. The ministry supports a Qualified Professional relying on ministry accepted components of the CBRA to evaluate potential risks from nickel and other metals in soil on the specific property that requires an RSC.

As work is still underway to finalize of the Community Based Action Plan, I recommend the City discuss their concerns about land use change burdens associated with requiring an RSC with Vale.

If you have any further questions pertaining to Ontario Regulation 153/04 please contact Greg Washuta, Niagara District Engineer at the Ministry of Environment, Conservation and Parks at (905) 687- 4649 or Greg.Washuta@ontario.ca.

Regards,



Kim Groombridge
District Manager, Niagara District Office

cc. Eric Azzopardi – Vale
Greg Washuta – MECP
Linda Gabriele - MECP

Report Number: 2019-174

Date: November 12, 2019

SUBJECT: Condominium Exemption Request – 57 Minto Street

1) PURPOSE:

The purpose of this report is to provide Council with a recommendation regarding a request for an exemption from draft plan of condominium approval for the property at 57 Minto Street in the City of Port Colborne.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

The City has received a written request from IBI Group on behalf of the owner, Niagara Peninsula Housing Corporation for an exemption from the requirement for approval of a draft plan of condominium for the buildings at 57 Minto Street (Appendix A).

The Niagara Peninsula Housing Corporation received Site Plan Approval in 2016 to permit the construction of two residential apartment buildings. Both buildings are three storeys and offer 12 units each for a total of 24 units. The applicant has decided to propose a development under condominium tenure. Typically, a condominium development is required to go through the draft plan of condominium process. In this case however, *Planning Act* policies support an exemption for requests of this nature subject to the municipality granting an exemption.

Section 9 of the *Condominium Act* refers to how plan of subdivisions in the *Planning Act* also apply to condominiums.

Two types of exemptions are offered for condominiums in Ontario (Appendix B).

- a. Under the *Planning Act*, O.Reg. 544/06, Section 7 – Certain applications for Condominium Description can be exempt from public notice/meeting requirements and can go straight to Council for approval. In this case, an application under the *Planning Act* for Draft Plan of Condominium is still required.
- b. Under the *Condominium Act*, Section 9 (6) & (7) – An exemption from the *Planning Act* application requirement is available for condominium developments subject to the following conditions:
 - i) The approval authority retains the right to determine that the condominium shall be subject to *Planning Act* sections 51 & 51.1.
 - ii) The municipality authorizes a “Certificate of Exemption” (Appendix C).
 - iii) The approval authority may grant an exemption if it believes the situation is appropriate.

The request made by IBI Group is a request for exemption “b” above, under Section 9 of the *Condominium Act*.

3) STAFF COMMENTS AND DISCUSSIONS

Staff has reviewed relevant sections of the *Planning Act* and City of Port Colborne Official Plan.

Section 51 of the *Planning Act* states the following:

Subsection 24: "In considering a draft plan of subdivision [condominium], regard shall be had, among other matters, to the health, safety, convenience, accessibility for persons with disabilities and welfare of the present and future inhabitants of the municipality..."

and,

Subsection 25: "The approval authority may impose such conditions to the approval of a plan of subdivision [condominium] as in the opinion of the approval authority are reasonable, having regard to the nature of the development proposed for the subdivision..."

The City of Port Colborne Official Plan provides a number of requirements for Site Plan Control under section 11.3.2. A number of these requirements correspond with the conditions the *Planning Act* allows municipalities to impose.

This property entered into a Site Plan Agreement with the City of Port Colborne in December 2016 (Appendix D). Issues and conditions listed above have been addressed through the Site Plan Approval process. As of the date of preparing this report, the City is withholding the entirety of the security deposit (\$152,369.00) on the site which will ensure the conditions and requirements will be met. Planning staff are of the opinion that requiring the applicant to submit an application for draft plan of condominium would be unnecessary.

It is also noted the Region of Niagara has offered no objection to this exemption request (Appendix E).

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do Nothing

Council could choose to take no action at this time. This is not recommended as it will negatively impact the development of this site.

b) Other Options

Council could refuse the request for exemption and require the applicant to go through the draft plan of condominium process. This is not recommended as conditions that would be required under the draft plan of condominium process have been addressed though the Site Plan Control process.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

6) ATTACHMENTS

- Appendix A Request letter
- Appendix B Exemption from Draft Approval excerpt
- Appendix C Certificate of Exemption
- Appendix D Site Plan Agreement
- Appendix E Niagara Region Comments

7) RECOMMENDATION

That Council approves the request for exemption from draft plan of condominium for the development at 57 Minto Street.

8) SIGNATURES

Prepared on October 31st, 2019 by:



David Schulz, BURPI
Planner

Reviewed by:



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

Reviewed and respectfully submitted by:



Peter Senese
Interim Chief Administrative Officer



IBI GROUP
200 East Wing–360 James Street North
Hamilton ON L8L 1H5 Canada
tel 905 546 1010
ibigroup.com

July 3, 2019

File: 120542

Dan Aquilina, MCIP, RPP, CPT
Director of Planning & Development
City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8

Dear Mr. Aquilina,

**57 MINTO STREET - D12-01-19
DRAFT PLAN OF STANDARD CONDOMINIUM - EXEMPTION**

On behalf of our client, please accept this letter and the enclosed request to be exempt from Draft Plan of Standard Condominium Conversion for the Minto Street Apartments.

The intention is to convert the two apartment buildings into a condominium under the Draft Plan of Standard Condominium process. Although the Planning Act does not directly outline the criteria under which a Plan of Condominium is exempt from the need of approval, the conditions outlined for Plan of Subdivisions (of which applies to Plan of Condominiums) provide support as to why an exemption is appropriate in this case.

The apartment buildings have been subject to a Draft Plan of Subdivision (file no. D12-01-19) and Site Plan Approval. All planning considerations and concerns relevant to the development have already been previously reviewed and approved by the City.

As per the conditions outlined under Sections 51 the Planning Act, the Minto Street Apartments have satisfied the conditions and received approval.

Again, given that the apartment buildings have been subject to a Draft Plan of Subdivision (file no. D12-01-19) and Site Plan Approval in the past, they are eligible for this exemption.

As part of a complete application, please find enclosed the following:

- Ten (10) copies of the signed Condominium Conversion application;
- Twenty-five (25) copies of the Draft Plan of Standard Condominium Plan, Prepared by J.D Barnes Limited, dated June 13, 2019 ; and
- One (1) reduced, 8.5" x 11" copy of the Draft Plan of Standard Condominium Plan, Prepared by J.D Barnes Limited, dated June 13, 2019
- One (1) cheque in the amount of **\$1,500.00** (cheque no. 000677) made payable to the City of Port Colborne to process this request.
- One (1) cheque in the amount of **\$2,540.00** (cheque no. 000720) made payable to the Regional of Niagara to process this request.
- An excerpt of the "Exemption From Draft Approval" from the Ontario Province Guidelines, Understanding the Subdivision & Condominium Application Process
- One (1) USB containing the submission files listed above.

We trust the enclosed forms a complete application. We look forward to working with City staff in moving forward. If you have any questions or concerns, do not hesitate to contact the undersigned at 905-546-1010, extension 63105 or carmela.agro@ibigroup.com.

Regards,

IBI Group



John Ariens, MCIP, RPP
Associate Director



Carmela Agro, CPT
Planning Technician

cc. Mr. Brian Kainth, via email;
Mr. Michael Poon, via email; and
Mr. Gideon Bell, Scarfone Hawkins, via email.

EXEMPTION FROM DRAFT APPROVAL (CONDOMINIUMS ONLY)

The *Condominium Act, 1998* contains provisions permitting an application for a plan of condominium to proceed directly to final approval, thereby bypassing the requirements for notice and draft approval, which are normally part of the approval process under the *Planning Act*. The approval authority can exempt a plan of condominium application on an application-by-application basis, or by passing a by-law that identifies the class(es) of condominiums that will be exempted from approval.

Criteria for Exemption

The *Planning Act* does not expressly identify criteria under which an application for a plan of condominium may be exempt from the need for approval. However, plans of condominium are subject to the same legislated criteria as plans of subdivision. In the case of plans of condominium, there may be circumstances in

which all relevant planning considerations have been reviewed and found acceptable in the context of other planning applications for the development. In these circumstances, an exemption may be appropriate.

Furthermore, an approval authority may also wish to consider whether:

- ▶ The application is supported by municipal council and a by-law or resolution from council has been passed to this effect;
- ▶ No conditions of draft approval are required;
- ▶ A planning report that has reviewed the above criteria recommends exemption of the application;
- ▶ The required number of final plans have been submitted; and



- ▶ All outstanding fees have been paid.

Final Plan Registration

If exemption is granted, it is recommended that the approval authority courier the final plans directly to the local Land Registry Office to ensure that there are no third-party alterations to the approved final plan. If the approval authority chooses not to courier the plans, the applicant must deposit them

(including any copies that the approval authority wishes to have).

Once the owner has fulfilled all other requirements of the Land Registry Office, the land registrar will add to the plan the plan number and the date when it was registered. The approval authority may request to receive up to two copies of the registered final plan from the Land Registry Office for its records.



CHECKLIST FOR REVIEWING AN APPLICATION FOR EXEMPTION FROM DRAFT APPROVAL (CONDOMINIUMS ONLY)



Verify that the application for exemption is complete. This includes the required number of copies of final plans and payment of any outstanding fees. If it is not deemed complete, a letter should be sent to the applicant, clearly stating that the approval authority will not be in a position to exempt the plan of condominium unless all the information is received. All copies of the application should be returned to the applicant.



Complete a planning report that analyzes and summarizes all appropriate planning concerns to determine whether an exemption is appropriate.



If satisfied that the exemption is appropriate, issue a certificate of exemption to this effect. [*Condominium Act, 1998, s.9(3)(b)*]



Forward the number of copies of the final plan required under Ontario Regulation 43/96 under the *Registry Act* to the local Land Registry Office for registration (O. Reg. 43/96, ss. 7-25).



Receive 1 or 2 duplicates of the plan from the land registrar with the certificate of registration on it, showing the number of the plan and the date when it was registered [*Planning Act, s. 51(60)*].



Appendix 32

Certificate of Exemption

The property legally known as Part of Lots 12, 13, 14 & 15 on Plan 777 in the City of Port Colborne, Regional Municipality of Niagara, municipally known as 57 Minto Street be exempt under Section 9 of the *Condominium Act* and Section 51 of the *Planning Act*.

Signed this ____ day of _____, 2019.

William C. Steele, Mayor

Amber LaPointe, City Clerk

Dan Aquilina, Director of Planning and
Development

THIS AGREEMENT made this *21* day of *DECEMBER*, 2016

BETWEEN:

NIAGARA PENINSULA HOUSING CORPORATION
Hereinafter called the OWNER of the FIRST PART;

and

THE CORPORATION OF THE CITY OF PORT COLBORNE
Hereinafter called the CITY of the SECOND PART;

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 two three-storey, 12-unit apartment buildings on "the said lands" in compliance with By-law 1150/97/81, as amended by By-law 2505-121-90 (R4-128 zone).

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" - "SITE PLAN" prepared by "CHAMBERS & ASSOCIATES SURVEYING LTD." under drawing "16020_SP3" dated "OCTOBER 31, 2016" and revised to "NOVEMBER 4, 2016".
- Schedule "C" - "SITE SERVICING & GRADING PLAN" prepared by "NIAGARA ENGINEERING CONSULTING ENGINEERS" under drawing "MINTO-GSP" dated "NOVEMBER 24, 2013" and revised to "NOVEMBER 3, 2016".
- Schedule "D" - "LANDSCAPE PLAN" prepared by "JAMIE DOUGLAS, LA" under drawing "L-1" dated "OCTOBER 3, 2016".
- Schedule "E" - "ELEVATIONS & 3D VIEWS" prepared by "QUICK DRAW DRAFTING SERVICE" under drawing "A103" dated "MARCH 10, 2016".
- Schedule "F" - Cost Estimate

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", "B", "C", "D", "E" and "F" 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 all work required by this agreement is to be completed within two years from the date that the agreement is signed by the City.
 5. 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 "C"
 6. 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.
 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 "D".
 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 provide parking areas and parking aisles in accordance with Schedule "C". The Owner agrees that parking areas and parking aisles shall be asphalt paved and marked in accordance with Schedule "C". The Owner agrees that driveway accesses, traffic directional signs, parking areas and parking aisles shall be delineated in accordance with Schedule "C". All construction shall be in accordance with the City of Port Colborne Standard Construction Specifications.
 11. The Owner agrees to submit a Sign Permit application to the Building Division, if required.
 12. The Owner shall keep the walkway, driveway and parking lots free and clear of snow on the City's property except in locations designated by the Director of Engineering and Operations from time to time.
 13. 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.

14. The Owner shall comply with such prohibitions of facilities and matters and the maintenance and use thereof as set out in the schedules.
15. 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.
16. 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, new plans and drawings incorporating such changes must be submitted to the City and must be approved by the Council of the City and a new agreement between the Owner and the City entered into prior to any building being constructed.
17. 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 (120) 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.
18. The Owner shall be responsible for the cost of all work and necessary reinstatements 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, installation of and connections to water, wastewater and storm sewer services, construction of driveway approaches, including curb cuts, replacement of curbs and sidewalks, 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.
19. 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.
20. 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.

21. The Owner hereby warrants that it is the registered Owner of "the said lands" described in Schedule "A" attached hereto.
22. The Owner agrees that upon the execution of this agreement that the lands are charged with the performance of this agreement.
23. 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.
24. 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.
25. The Owner hereby covenants and agrees for himself and his 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 he 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 (15) 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 (60) 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.
26. If the said costs incurred by the City referred to in Paragraph 25 are not paid within the said period of sixty (60) 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.
27. 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.
28. 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.

29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. The Owner acknowledges notice that the City proposes to register this agreement against "the said lands".
36. 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.
37. 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.

38. The Owner shall, prior to the occupation of the site, undertake and have completed all site works shall be to the satisfaction of the City Planner.
39. 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 \$152,369.00, 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 lot and markings, landscaping and fencing as set out in Paragraphs 5, 8 and 10 and as approved by the City.
40. 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 "C".
41. A Municipal Consent permit will be required for that portion of the work to be carried out on the City road allowance, prior to construction. The City will require a Licensed City Water Operator on site during all connections to City Infrastructure. A City Construction Inspector must also be present to oversee the installation of the meter pit and services to ensure installation meets City standards.
42. The Owner shall submit to the Director of Engineering and Operations, a confirmation by either an as-built drawing stamped by a Professional Engineer Licensed in Ontario or a letter including a sketch of the services stamped by a Professional Engineer Licensed in Ontario certifying that the services have been installed in accordance with the approved site servicing and grading plan as illustrated in Schedule "C".
43. All matters in difference between the parties herein in connection with this Agreement shall be referred to arbitration.
44. 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.
45. The award of the arbitrator shall be final and binding upon the parties.
46. 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 (50) percent of the expense of the Chairperson.
47. 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:

NIAGARA PENINSULA HOUSING CORPORATION
Per: Jeff Andrews

P. Light
WITNESS

Jeff Andrews
JEFF ANDREWS

I HAVE THE AUTHORITY TO BIND THE CORPORATION

THE CORPORATION OF THE CITY OF PORT COLBORNE, Per:



JOHN MALONEY, MAYOR

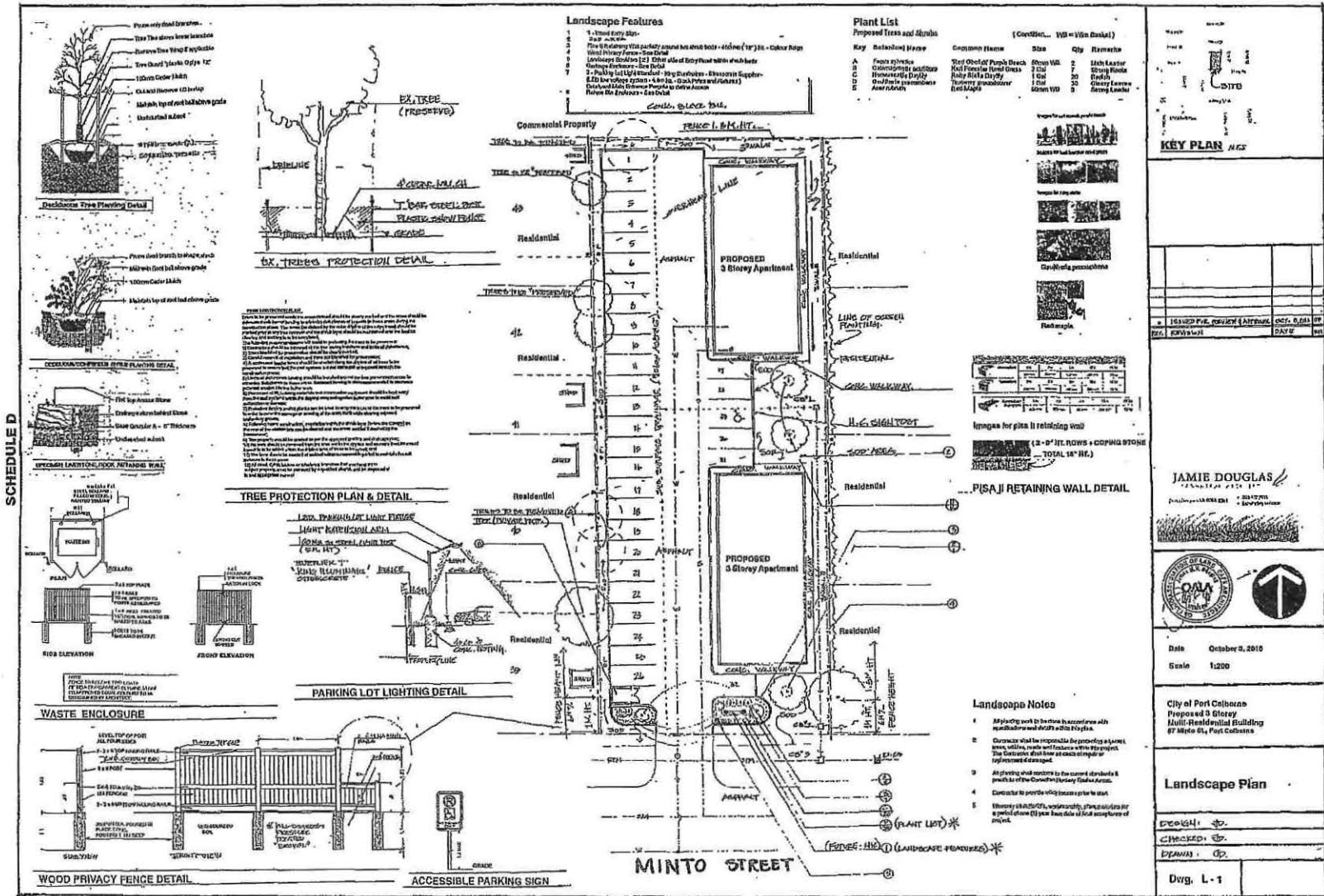


ASHLEY GRIGG, CLERK

SCHEDULE "A" - LEGAL DESCRIPTION

Part of Lots 12, 13, 14 and 15, Plan 777 in the City of Port Colborne, Regional Municipality of Niagara; designated as Parts 1 and 2 on Plan 59R12030;

Municipally known as 57 Minto Street, Port Colborne.



Landscape Features

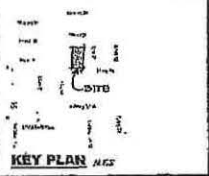
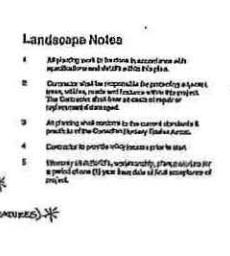
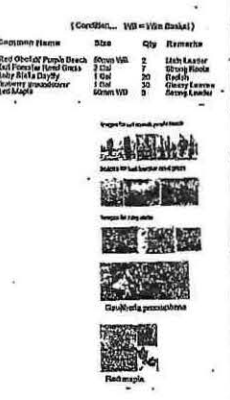
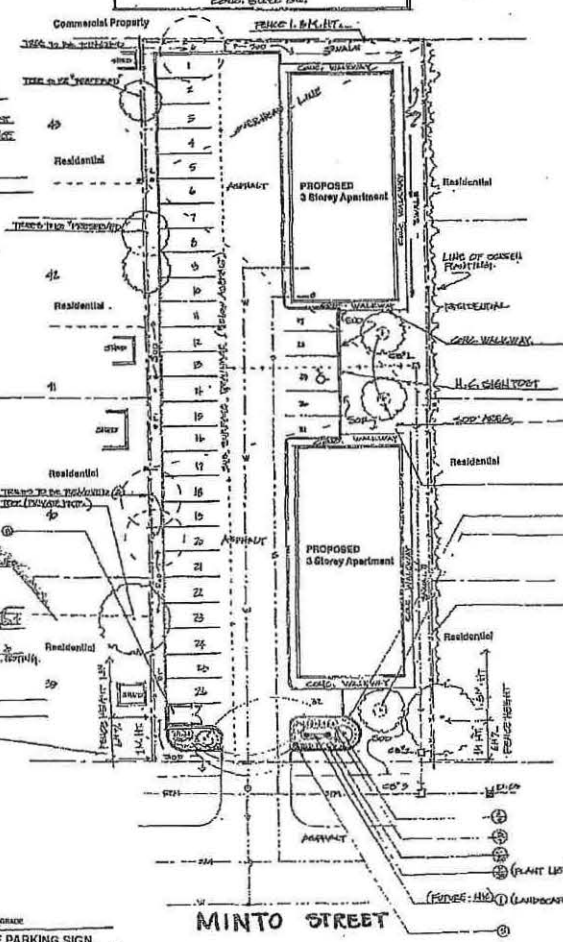
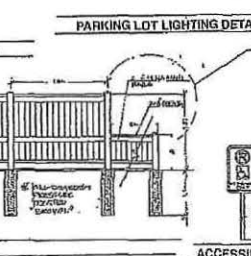
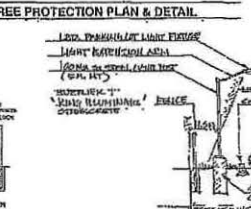
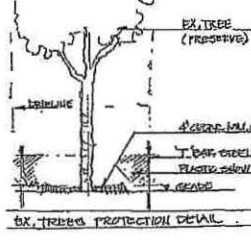
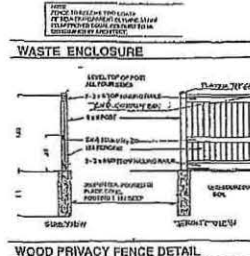
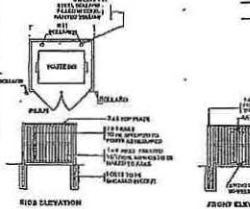
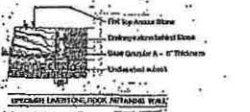
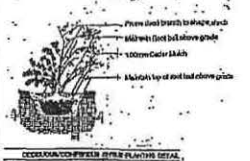
1. Tree Protection
2. Tree Protection
3. Tree Protection
4. Tree Protection
5. Tree Protection
6. Tree Protection
7. Tree Protection

Plant List

Proposed Trees and Shrubs

Key	Botanical Name	Common Name	Size	Qty	Remarks
A	Ficus sycamora	Fig	10m	2	10m
B	Crataegus mollis	Wild Rose	10m	2	10m
C	Malus domestica	Apple	10m	2	10m
D	Prunella domestica	Plum	10m	2	10m
E	Amelanchier	Shadbush	10m	2	10m

SCHEDULE D



NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT APPLICATION	08/15/2010	DP
2	REVISED	08/15/2010	DP

JAMIE DOUGLAS
 Landscape Architect
 1000 West Beaver Creek Road
 Richmond Hill, Ontario L4B 1N2
 Tel: 905.709.1111
 Fax: 905.709.1112
 www.jamiedouglas.com

Date: October 3, 2010
 Scale: 1:200

Landscape Notes

1. All planting work to be done in accordance with manufacturer's and nursery's instructions.
2. Contractor shall be responsible for providing a water system, utilizing main water features within the project. The Contractor shall have a minimum of 100mm of irrigation drainage.
3. All planting shall be done by the contractor and shall be done in accordance with the Ontario Horticulture Code of Practice.
4. Contractor to provide all necessary permits for a period of three (3) years from date of final acceptance of project.

DESIGN: DP
 CHECKED: DP
 DRAWN: DP

Dwg. L-1

SCHEDULE F

JAMIE DOUGLAS

Landscape Architecture / Site Planning
 118 - 156 Fitch Street Welland ON L3C ph 289 407 5R7 289 407 3511 e jamiehdv@gmail.com

October 11, 2016

PLW Planning & Environmental Consulting
 48 Jarvis St., Fort Erie, ON L2A 2S4

Attention: Mr. P. Leigh White, MCIP, RPP, AICP, RCIC

p 905 658 5314

Re: Site Plan Application –
 57 Minto Street Apartments
 Port Colborne, ON
LANDSCAPE PLAN – Cost Estimate

The following Cost Estimate is based on the Landscape Plan Dwg. L-1 (Latest Revision)

No.	Item	Description	Qty	\$ / Unit	Total
1	Tree Preservation	Fence, Prune, Mulch & Fert.	3	Lump Sum	\$ 2,200
2	Fencing 1.83m Ht.	Fence along Perimeter	175 lin. m.	\$ 95/m	\$ 16,625 <i>complete</i>
3	Fencing 1.1m Ht.	Side Fence at main entrance	12 lin. m.	\$ 55/m	\$ 660
4	Light Standards	Base, Pole, Fixture & wiring	3	\$ 3,500	\$ 10,500
5	Shrub Bed Retaining Wall	300 cm Ht. Unit Sections	19 lin m	\$ 160	\$ 3,040
6	Waste Enclosure	Wood / Steel Bollards	1	Lump Sum	\$ 5,000
7	Landscape Boulders	Within Entry Shrub Beds	2	\$ 250	\$ 500
8	Trees	Deciduous Trees	5	\$ 360	\$ 1,800
9	Shrubs / Groundcover	Shrubs, Grasses, Ground C.	57	\$ 35	\$ 1,995
10	Handicap Sign	End of Handicap Parking	1	Lump Sum	\$ 400
11	Sod	Including grading & topsoil	495 m2	\$ 42	\$ 20,790

TOTAL Landscape Cost Estimate ~~\$ 63,510~~

If you have any questions, Leigh, please call me or email me at your convenience.

\$46,225.00

Thank you.

Jamie Douglas (computer signature)

Jamie Douglas, LA OALA CSLA

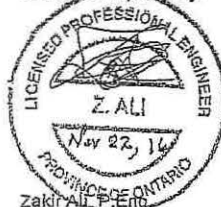
3 STOREY RESIDENTIAL BUILDINGS
 57 MINTO STREET, PORT COLBORNE
 SITE SERVICING
 COST ESTIMATE

22-Nov-16

	Quantity	Unit	Unit Price	Amount
100 mm DIA. WATER	90	m	\$75	\$6,750
100 mm DIA. WATER VALVES	3	ea	\$525	\$1,575
WATER CHAMBER	1	LS	\$4,500	\$4,500
TAPPING SLEEVE & VALVE 200x200x100	1	LS	\$2,000	\$2,000
TAPPING SLEEVE & VALVE 200x200x100	1	sq.m	\$19	\$19
CONCRETE CURB	200	m	\$65	\$13,000
CONCRETE SIDEWALK	90	sq.m	\$75	\$6,750
SWALE WITH SUBDRAIN	100	m	\$15	\$1,500
200 mm STORM	50	m	\$70	\$3,500
CATCHBASINS	2	ea	\$1,100	\$2,200
150 mm DIA SANITARY	70	m	\$80	\$5,600
SANITARY CLEANOUT	3	ea	\$300	\$900
PERMEABLE PAVEMENT	1,020	sq.m	\$55	\$56,100
ASPHALT ENTRANCE	70	sq.m	\$25	\$1,750

SUB-TOTAL	\$106,144
13.0% HST	\$13,799
TOTAL	\$119,943

Estimate Prepared by:



Zaki Ali P. Eng.
 Niagara Engineering

Planning and Development Services

1815 Sir Isaac Brock Way, Thorold, ON L2V 4T7
905-980-6000 Toll-free:1-800-263-7215

Via Email Only

September 30, 2019

File No.: D.11.07.CD-19-013

Dan Aquilina, MCIP, RPP, CPT
Director of Planning & Development
City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8

Dear Mr. Aquilina:

**Re: Revised Regional and Provincial Comments
Exemption From Draft Plan of Standard Condominium Approval
Owner: Niagara Peninsula Housing Corp. (Michael Poon)
Agent: IBI Group (Carmela Agro)
57 Minto Street
City of Port Colborne**

Regional Planning and Development Services staff has reviewed the provided Condominium application circulated for 57 Minto Street in the City of Port Colborne. The application was received by e-mail on July 25, 2019, with fees received on the same day. The application proposes an exemption from draft plan of condominium approval, to permit two 3-storey apartment buildings containing a combined 24 units under condominium tenure. A pre-consultation meeting was not held to discuss this proposal. The following revised comments are provided from a Provincial and Regional perspective to assist the City in considering this application, and are provided in follow-up to addition information received from the agent, dated September 27, 2019.

Provincial and Regional Policies

The subject property is within a settlement area under the 2014 Provincial Policy Statement (PPS) and designated as Delineated Built-up Area in A Place to Grow: Growth Plan for the Greater Golden Horseshoe (Growth Plan). The PPS and Growth Plan contain policies that direct growth to settlement areas, support intensification, and require the provision of an appropriate range of housing types and densities, including the provision of affordable housing and all forms of housing required to meet the social, health and well-being requirements of future and current residents. As delineated in the Regional Official Plan (ROP), the subject property is within the Port Colborne Urban

(Built-up) Area. The subject buildings are currently under construction, and permitting the condominium tenure of the units will not result in a loss of rental units for the City of Port Colborne. Accordingly, the exemption request does not propose a rental conversion.

Waste Collection

Niagara Region provides curbside waste collection and recycling collection for developments that meet the requirements of Niagara Region's Waste Collection Policy. The subject property is eligible to receive Regional curbside waste and recycling collection provided that the owner bring the waste and recycling to the curbside on the designated pick up day, and that the following limits are not exceeded:

- No limit blue/grey containers;
- No limit green containers; and,
- 12 garbage containers.

Regional staff note that if the subject property is unable to meet the above noted curbside waste collection limits, waste collection for the site would be the responsibility of the owner through a private contractor and not Niagara Region. The site would remain eligible for Regional curbside collection of recycling and organics.

Conclusion

Regional Planning and Development Services staff has no objection to the exemption request to permit two 3-storey buildings containing 24 dwelling units to be under condominium tenure, based on Provincial and Regional policies. Council should refer to the detailed comments from the City's Planning Department with respect to their own Official Plan policies with regards to this request.

If you have any questions or wish to discuss these comments, please contact the undersigned at extension 3352, or Pat Busnello, MCIP, RPP, Manager of Development Planning, at extension 3379.

Please send notice of the City's decision on this file for our records.

Best regards,



Aimee Alderman
Development Planner

cc: Mr. R. Alguire, Development Approvals Technician, Niagara Region

Report Number: 2019-172

Date: November 12, 2019

SUBJECT: Eagle Marsh Municipal Drain - Appointment of Engineer

1. PURPOSE

This report prepared by Alana Vander Veen, Drainage Superintendent has been authorized by Chris Lee, Director of Engineering & Operations. The purpose of this report is to provide Council with information related to the appointment of an Engineer and the preparation of a new Engineer's Report, under Section 78 of the Drainage Act R.S.O. 1990, for the repair and improvement of the Eagle Marsh Municipal Drain, and requisite actions.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Earliest records indicate that in 1884, Henry Lawe prepared a plan showing the land ownership and an assessment Schedule for the then Eagle Marsh Drain. In the following year, these works were then tender for construction of the drain. Unfortunately, there is not a profile that accompanies these dates.

Our records do indicate there is a copy of the 1915 report completed by L.A. Kinnear. At this time, the plan shows that the original Eagle Marsh Drain began at the current outlet and followed along the lakeshore with in the first concession towards the west where it terminated in Wainfleet between lots 5 and 6, which is now known as Quarry Road, nearly 250 m north of the lakeshore. Another branch of this drain, which we now refer to as the main branch, extends north to Highway 3, along or near unopened road allowance of Reeb Road in Wainfleet and proceeds to meander to the middle of the second lot in concession 1 between Reeb Road and Bessey Road. The main branch of the drain was approximately 3,627m long and averaged slopes of 0.07%. The branch to the west was approximately 1,385m long with a steady percentage slope of 0.01%. Both of these channels are classified as a very slow system.

The drain has under gone maintenance over the years; however, the largest change that occurred in 1974 was the installation of the existing control structure. At time of installation, the structure was installed under provincial funding. Since then the maintenance, upgrading and automation of the pump and structure has been subsidized through the general levy.

In 1985, J Bryon Wiebe Ltd, wrote a report entitled the Eagle Marsh Drain Extension which was sanctioned by the Township of Wainfleet. This report redefined the extension of the Eagle Marsh Drain from Highway #3 meandering through to the west limit of Highway #58 between Merritt Parkway and Coronation Drive. The report also redefined the watershed limit within the confines of Port Colborne and Wainfleet and provided revised assessment schedules to accommodate the development changes within the watershed.

As this drain outlet is at the shore of Lake Erie, the high water levels and quick rising storms effect staffs ability to operate the outlet efficiently. In 1997, a report to council was prepared by staff to establish a standard operating procedure that would satisfy the requirements of the developments in the low end of the watershed. The report explained the means of using the International Great Lakes Datum as a guide to establish the water level in which to close the gate. The report also established an elevation to begin pumping to protect these low-lying lands from flooding.

In 2004 Spriet Associates was hired to complete investigative works for another extension of the

drain to service potential development lands north and north west of Coronation Drive. Survey works were completed and drawings were started however the development failed and the works were not completed.

3) STAFF COMMENTS AND DISCUSSIONS

The Eagles Marsh Drain is a relatively large watershed and aside from the requirement of standard maintenance, there are very few concerns with the overall functionality of the drain. A few major concerns with the previous report are as follows:

- A sufficient outlet is not evident as the report defines the outlet at Lakeshore Road West and does not extend to the lakes edge, therefore not allowing an access point to remove sand after the uprush of a storm.
- Determination of the adequacy of the existing pump size
- Determination of an elevation in which all lands below a defined point are effected for the necessity of the drain to be pumped
- Upgrades with respect to health and safety concerns of the existing pump house
- Guide lines and standard operating procedures for the gate and pump
- Revised assessment schedules for all reaches of the drain which will include any development that has taken place since the previous reports
- Sufficiency of outlet for the subdivision to the north know as Merritt Parkway and Coronation Drive and potential development lands to the north and northwest of these lands.

As stated in Report 2019-156, Waterford Sand and Gravel Quarry in Wainfleet is an active quarry and over the duration and expansion of the quarry, the excavation has changed the limit of the watershed again necessitating the requirement for a new report. Currently all the runoff within the quarry is pumped from the south limit of quarry and flows to the Eagle Marsh Drain. Due to the existing pumping scheme of the Eagle Marsh Drain, the impact of the quarry being pumped to the north, the Biederman Drain, will be studied to see if this is a viable option. Financially this makes sense, as this will eliminate the necessity to pump the water twice.

To be effective in drain maintenance, a full up to date report is required. The current report does not offer details such as working sides of the drain nor the access routes to maintain this drain. The benefits to establishing a work side of a drain minimizes the conflict between staff and property owner making for a better working relationship.

On September 12, 2019, a letter was sent to the appropriate authorities of the intent to move forward with this appointment as a requirement of Section 6 of the Act.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

Do nothing is an option. The levy can continue to support the existence of the Eagle Marsh Drain and all the costs associated with the maintenance and pumping of this watershed.

b) Other Options

Proceed forward with the appointment of an Engineer to redefine the watershed limits of this drain, to complete up to date assessment schedules acknowledging both Port Colborne and Wainfleet, and to incorporate the many changes that are currently outstanding and non-grantable under the OMAFRA funding. An up to date report provides for an effective drain maintenance and roadside ditching program, which in turn will reduce overall costs, providing ratepayers with a reasonable level of service.

Although this is a joint effort between the Township of Wainfleet and the City of Port Colborne, the City of Port Colborne will be financing the Engineering Fees. All fees associated with the project will be unfinanced by the watershed until completion of the report and construction. Like all Municipal Drains, there will be an assessment to the City of Port Colborne for the proportionate share of roads and any City-owned properties.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Municipal Drain Maintenance Strategic Planning is currently under review. This project complies with all City legislative requirements.

6) ATTACHMENTS

Attachment A - Plan of Eagle Marsh Municipal Drain and Watershed.

7) RECOMMENDATION

That the Council of the City of Port Colborne receives Report 2019-172 with respect to the Eagle Marsh Drain Engineer Appointment as information; and

That Brandon Widner, P. Eng. of Spriet Associates Engineers & Architects be appointed under Section 8 of the Drainage Act, R.S.O. 1990 for the preparation of a new engineer's report under Section 78 of the Drainage Act, R.S.O. 1990, related to the Eagle Marsh Municipal Drain.

8) SIGNATURES

Prepared on November 1, 2019

Reviewed by:



Alana Vander Veen
Drainage Superintendent

Steve Shypowskyj
Acting Director, Engineering & Operations

Reviewed and respectfully submitted by:



Peter Senese
Interim Chief Administrative Officer

Eagle Marsh Drain

Municipal Drain

Legend

Feature 1



Report Number: 2019-163

Date: November 12, 2019

SUBJECT: Audit Results for the year ended December 31, 2018

1) PURPOSE:

The purpose of this report is to provide to Council for information, the Audit Results report for the year ended December 31, 2018.

2) BACKGROUND:

The 2018 financial audit for the City of Port Colborne is complete and as part of that process the City's auditor, Grant Thornton has prepared an Audit Results report.

3) STAFF COMMENTS AND DISCUSSIONS:

The purpose of the Audit Results report is to assist Council with their review of the findings from the audit of the City's financial statements.

The Audit Results report discloses the:

- Purpose of report and scope,
- Status of the audit,
- Approach,
- Risk assessment,
- Significant risks and areas of focus,
- Sensitive accounting estimates and disclosures,
- Adjustments and uncorrected misstatements,
- Internal control, and
- Independence.

During the course to the audit, the City's Auditors identified control deficiencies. The issues from the Audit Results report is provided with Management's initiative to address each concern. See Appendix D – Internal control letter, to the Audit Results Report for additional details.

Issue #1: Segregation of duties and assignment of administrator rights

The Director of Corporate Services and the Manager of Revenue and Taxation have been assigned administrator rights in the financial reporting application. This allows them unrestricted access to all modules of the system, and results in a lack of segregation of duties as they are responsible for the City's financial reporting. Although our audit procedures did not identify any unauthorized or unusual transactions recorded in the financial application by these individuals, the potential exists for unauthorized transactions to be recorded by the administrators and go undetected.

Management response

The Director of Corporate Services and the Manager of Revenue and Taxation's network administrator rights have been removed effective October 15, 2019. The Information Technology Manager will assign responsibilities in the financial reporting application effective October 15, 2019.

Issue #2: Review of user access rights

There is currently no formal process in place for management to regularly review and approve user access rights on the network and financial reporting applications. Given the segregation of duties issues that have been identified in the assignment of administrator rights, the regular review by department supervisors or other management of user access rights will ensure that only appropriate and currently employed staff have user ID's on the network and in the applications. As well, this review will ensure that the users have access appropriate for their roles and responsibilities within the organization.

Management response

The Director of Corporate Services, the Manager of Revenue and Taxation, and the Information Technology Manager will review and approve user access on the network and financial reporting applications quarterly beginning October 15, 2019.

Issue #3: Journal entry controls

The Director of Corporate Services and the Manager of Revenue and Taxation have the ability to post journal entries into the financial reporting application. Duties of senior financial reporting personnel should not include the ability to make journal entries as it is important to have an appropriate level of review and authorization over journal entries. Staff members who have responsibility for authorization and approval of journal entries should not have the ability to post entries into the system.

Management response

The journal entry controls suggested will require three different individuals to prepare, approve and then post a journal entry into the financial reporting application. This control is excessive. Senior financial personnel at the City are working managers and at times are required to prepare journal entries. Currently, Corporate Services staff prepare journal entries. Once prepared, either the Manager of Revenue and Taxation or the Director of Corporate Services perform a thorough review, approve and then post the journal entry to the financial reporting application.

Issue #3: Segregation of duties

During the course of our planning procedures, it came to our attention that segregation of duties remains an issue in the accounting cycles of your operations. When duties are

not segregated in the control environment, the City is more susceptible to fraud and errors that may not be identified during our audit procedures.

When one person performs most duties in an accounting cycle, such as revenue, collusion is not required to commit fraudulent activities, since there is less likelihood that such an activity will be detected. For example, a staff member responsible for billing and accounts receivable posting should not be handling cash receipts. The potential is there for a misappropriated payment to be not posted to a receivable account and the receivable reconciliation to the general ledger to be altered so that the fraud is not exposed. If the cash receipts duty is given to another staff member, such a potential fraudulent activity could be prevented, the two employees must work together to commit the fraudulent act.

Management response

Billing and accounts receivable posting will be segregated effective January 1, 2020.

Now that the 2018 audit is complete, staff would like to thank the City's auditors, Grant Thornton, for their efforts and professional advice offered during the course to the audit.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Approve the Auditor's Results report

Council can chose to accept the Auditor's Results report.

b) Not approve the Auditor's Results report

Council may chose not to accept and approve the Auditor's Results report and request that Grant Thornton review the financial results again. Council will need to provide clear expectations for the additional review of the City's finances and internal controls.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES:

An annual financial audit provides clarity and financial transparency for the City's residents and ratepayers.

6) ATTACHMENTS:

Appendix A: Report to the Members of Council – Audit Results dated October 28, 2019.

7) RECOMMENDATION:

That Council accept and approve the Audit Results report for the year ended December 31, 2018.

8) SIGNATURES:

Prepared on October 15, 2019 by:



Brenda Garrett
Director of Corporate Services

Reviewed and respectfully submitted by:



Peter Senese
Interim Chief Administrative Officer

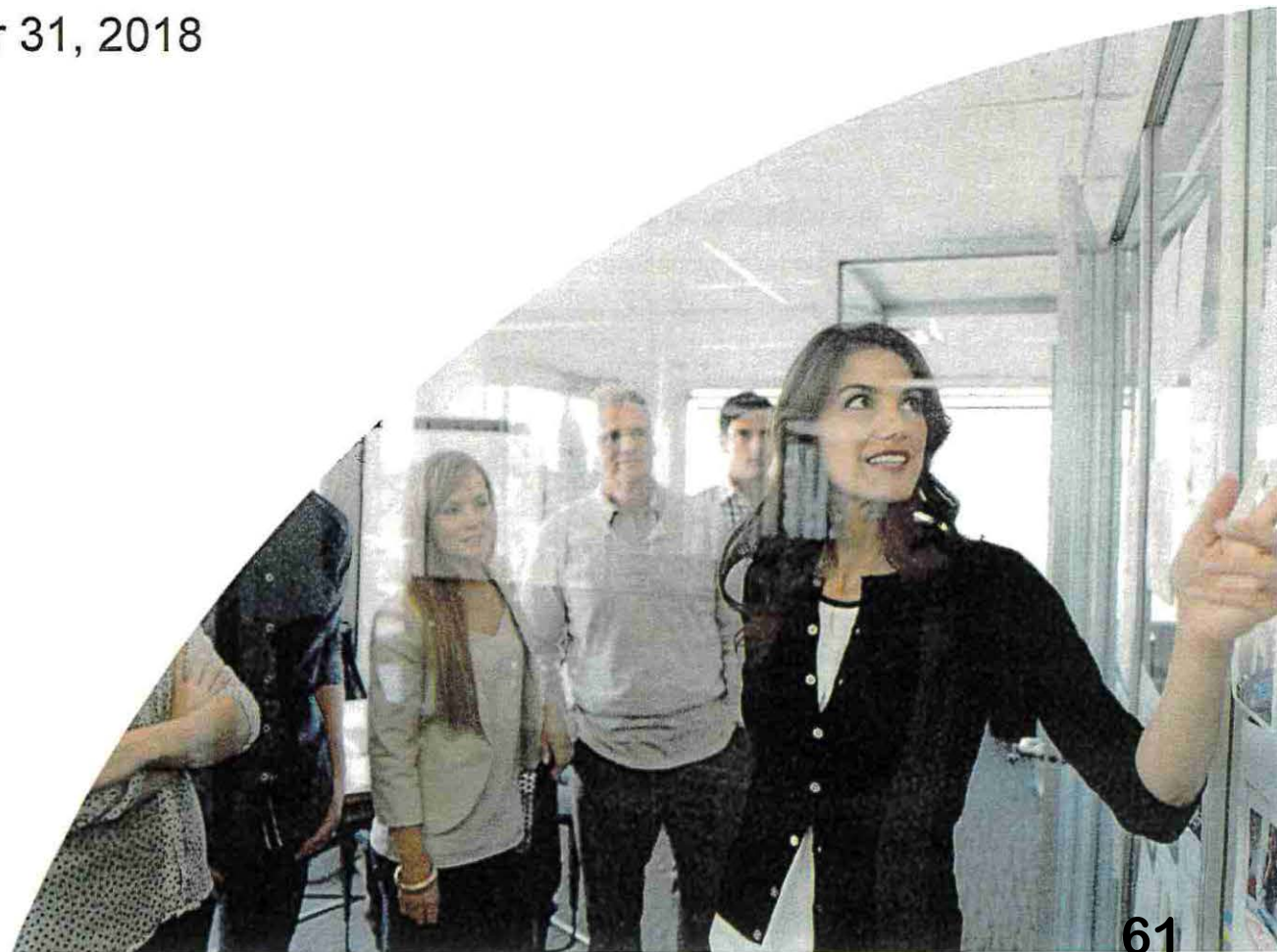
Corporation of the City of Port Colborne

For the year ended December 31, 2018

Report to the Members of Council
Audit results

October 28, 2019

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



Contents

Executive summary	1
Audit risks and results	2
Adjustments and uncorrected misstatements	7
Other reportable matters	9
Audit fees	10
Technical updates – highlights	11

Appendices

Appendix A – Overview and approach
Appendix B – Draft independent auditor’s report
Appendix C – Draft Management representation letter
Appendix D – Internal control letter
Appendix E – PSAS accounting developments
Appendix F – 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 Corporation of the City of Port Colborne (the "entity") for the year ended December 31, 2018. This communication will assist the Members of Council and management in understanding the results of audit procedures and includes comments on misstatements, significant accounting policies, sensitive estimates and other matters.

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 or used by anyone other than these specified parties.

We were engaged to provide the following deliverables:

Deliverable	Timing
Report on the December 31, 2018 consolidated financial statements	October 28, 2019
Communication of audit results	October 28, 2019
Preparation of internal controls deficiencies letter	October 15, 2019

Status of our audit

We have substantially completed our audit of the consolidated financial statements of the entity and the results of that audit are included in this report.

We will finalize our report upon resolution of the following items that were outstanding as at October 28, 2019:

- Receipt of signed management representation letter (a draft has been attached in the appendices)
- Approval of the consolidated financial statements by Council
- Procedures regarding subsequent events
- Responses from legal inquiries

We have successfully executed our audit strategy in accordance with the plan presented to the Members of Council and management on November 23, 2018.

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 Appendix A of report.

Audit risks and results

Risk assessment

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

Our risk assessment process identified certain significant risks. In addition, we identified certain other areas where we focused our attention.

We highlight our significant findings in respect of transactions, risks, accounting practices and other areas of focus.

Significant risks and areas of focus

The following is a summary of areas of focus, and the related matters and findings we would like to communicate to the Members of Council and management.

Area of focus	Matter	Our response and findings
Fraud risk from revenue recognition	<p>There is a presumed risk of fraud in revenue.</p> <ul style="list-style-type: none">The risk primarily relates to revenue recognized under water and sewer and other revenue	<ul style="list-style-type: none">Recalculation of the net tax revenues based on verified assessment rolls and approved tax ratesAnalytical assessment of revenues based on budgeted expectationsSubsequent receipts testing of receivables as at December 31, 2018 (statistical sample)Assessed the adequacy of allowances for doubtful accounts by testing subsequent receipts, reviewing management estimates and examining supporting documentation <p>There were no significant findings as a result of these procedures.</p>

Area of focus	Matter	Our response and findings
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"> Tested the appropriateness of journal entries recorded in the general ledger and other adjustments made in the preparation of the financial statements Reviewed accounting estimates for biases Evaluated the business rationale for significant transactions that are or appear to be outside the normal course of business <p>There were no significant findings as a result of these procedures.</p>
Taxation revenue and receivables	<p>The taxes receivable balances may be invalid and the allowance for uncollectible taxes understated.</p>	<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, 2018 (statistical sample) Assessed the adequacy of the allowance for doubtful accounts by testing subsequent receipts, reviewing management estimates and examining support for the value of underlying property <p>There were no significant findings as a result of these procedures.</p>
Purchases and payables	<p>Payables may be understated or not recorded in the correct period.</p>	<ul style="list-style-type: none"> Analytical assessment of expenses based on budgeted expectations Reviewed supporting documentation and management estimates with respect to the completeness and accuracy of significant year end accruals Performed a search for unrecorded liabilities <p>There were no significant findings as a result of these procedures.</p>
Provisions for employee benefits	<p>Provision and related expense may be understated.</p>	<ul style="list-style-type: none"> Reviewed actuarial reports, method and assumptions used Tested supporting calculations relating to the various amounts and disclosures <p>There were no significant findings as a result of these procedures.</p>

Area of focus	Matter	Our response and findings
Commitments and contingencies	There is uncertainty regarding contingent liabilities.	<ul style="list-style-type: none"> Verified the accuracy and reasonableness of amounts and disclosures, with reference to correspondence with lawyers, examination of supporting documentation, and discussions with management <p>There were no significant findings as a result of these procedures.</p>

Sensitive accounting estimates and disclosures

Area of focus	Matter	Our response and findings
Sensitive accounting estimates and disclosures	The provision for vested sick leave of approximately \$ 264,000 and retirement benefits of approximately \$ 6,350,000.	<ul style="list-style-type: none"> • Management engaged an actuary to calculate the liabilities for vested sick leave and for employees who have taken early retirement based on the current annual benefits and the number of years until the employees turn 65. • Liabilities have been recognized in the financial statements for vested sick leave and employee retirement benefits. The objective is to recognize a liability in the reporting period in which employees have provided the services that give rise to the benefits. Management's estimate is based on the actuary's valuation report and is reasonable in the context of the consolidated financial statements taken as a whole. The actuary's valuation was performed in accordance with the standards of the Canadian Institute of Actuaries. • Management's estimate is reasonable in the context of the consolidated financial statements taken as a whole.
Sensitive accounting estimates and disclosures	The provision for the Workplace Safety and Insurance Board future benefits of approximately \$ 1,900,000.	<ul style="list-style-type: none"> • The Municipality is a Workplace Safety and Insurance Board ("WSIB") Schedule II employer under the Workplace Safety & Insurance Act and follows a policy of self-insurance for all its employees. • An actuarial estimate of future liabilities has been completed and forms the basis for the estimated liability reported in these financial statements. The Municipality remits payments to the WSIB as required to fund disability payments. • Management's estimate is reasonable in the context of the consolidated financial statements taken as a whole.

Area of focus	Matter	Our response and findings														
Sensitive accounting estimates and disclosures	The provision for uncollectible taxes of approximately \$ 224,000.	<ul style="list-style-type: none"> • Management reviews previous year's rebates to determine the current years. Management also reviews accounts which are significantly in arrears and determines if it is likely that they will be collected either through the land owner or through tax sale. • For tax revenue amounts billed but may not be collected as of December 31, 2018. For uncollected accounts, management estimates the collectability of these receivables based on their age and their knowledge of the specific properties. As part of our audit, we review the age of the receivables and search for any subsequent receipts or relevant communications to assess whether management's allowance for uncollectable receivables is reasonable. • Management's estimate is reasonable in the context of the consolidated financial statements taken as a whole. 														
Factors affecting disclosure values	Useful life estimates of tangible capital assets	<p>The estimated useful lives assigned to tangible assets are as follows:</p> <table border="0"> <tr> <td data-bbox="1382 778 1576 799">Land improvements</td> <td data-bbox="1783 778 1908 799">10-100 years</td> </tr> <tr> <td data-bbox="1382 802 1473 823">Buildings</td> <td data-bbox="1783 802 1897 823">20-50 years</td> </tr> <tr> <td data-bbox="1382 826 1618 847">Leasehold improvement</td> <td data-bbox="1783 826 1897 847">20-50 years</td> </tr> <tr> <td data-bbox="1382 850 1473 871">Vehicles</td> <td data-bbox="1783 850 1897 871">10-20 years</td> </tr> <tr> <td data-bbox="1382 874 1721 922">Office equipment and furniture and fixtures</td> <td data-bbox="1783 898 1887 919">5-10 years</td> </tr> <tr> <td data-bbox="1382 925 1638 946">Machinery and equipment</td> <td data-bbox="1783 925 1887 946">3-30 years</td> </tr> <tr> <td data-bbox="1382 949 1514 970">Infrastructure</td> <td data-bbox="1783 949 1908 970">10-100 years</td> </tr> </table>	Land improvements	10-100 years	Buildings	20-50 years	Leasehold improvement	20-50 years	Vehicles	10-20 years	Office equipment and furniture and fixtures	5-10 years	Machinery and equipment	3-30 years	Infrastructure	10-100 years
Land improvements	10-100 years															
Buildings	20-50 years															
Leasehold improvement	20-50 years															
Vehicles	10-20 years															
Office equipment and furniture and fixtures	5-10 years															
Machinery and equipment	3-30 years															
Infrastructure	10-100 years															

Adjustments and uncorrected misstatements

Adjustments

Misstatements identified and adjusted in the consolidated financial statements by the entity as a result of our audit procedures are as follows:

Description	Increase (Decrease)	Statement of Financial Position			Statement of Operations Effect
		Assets	Liabilities	Accumulated surplus	Annual surplus
To correct OCIF revenue for deferred amount				\$ 61,600	\$ (61,600)
Total adjustments				\$ 61,600	\$ (61,600)

Other adjustments

Misstatements made the following adjustments after receipt of the trial balance and audit working papers:

Description	Increase (Decrease)	Statement of Financial Position			Statement of Operations Effect
		Assets	Liabilities	Accumulated surplus	Annual surplus
160 adjusting journal entries to record and/or adjust various amounts and/or accounts		\$ 527,641	\$ 474,290	\$ (143,048)	\$ 196,399
Total adjustments		\$ 527,641	\$ 474,290	\$ (143,048)	\$ 196,399

Uncorrected misstatements

Non-trivial misstatements noted during the course of our audit but not adjusted in the consolidated financial statements were as follows:

Increase (Decrease)	Statement of Financial Position			Statement of Operations Effect
	Assets	Liabilities	Accumulated surplus	Annual surplus
Description				
To reverse the prior year accrual for statutory holidays which were not recorded as part of the prior year end payroll accrual.			\$ 29,409	\$ (29,409)
To record prior year impact of vacation accrual not recorded.			166,358	(166,358)
Total adjustments			\$ 195,767	\$ (195,767)

Summary of disclosure matters

Our audit did not identify any unadjusted non-trivial misstatements of disclosure matters.

Other reportable matters

Internal control

The audit is designed to express an opinion on the consolidated financial statements. We obtain an understanding of internal control over financial reporting to the extent necessary to plan the audit and to determine the nature, timing and extent of our work. Accordingly, we do not express an opinion on the effectiveness of internal control.

If we become aware of a deficiency in your internal control over financial reporting, the auditing standards require us to communicate to the Members of Council and management those deficiencies we consider significant. However, a financial statement audit is not designed to provide assurance on internal control.

Please refer to Appendix D for a detailed explanation of the internal control observations noted during our audit.

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 entity
- Confirming the independence of our engagement team members

We have identified no information regarding our independence that in our judgment should be brought to your attention.

Audit fees

Proposed fees

Service	Current year fees	Prior year fees
Audit of the consolidated financial statements and trust financial statements	\$ 39,600	\$ 38,800
Additional audit work related to the system conversion		1,000
Total*	\$ 39,600	\$ 39,800

*before applicable taxes

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, 2018 that is based on the level of activity and the anticipated complexity of the audit of the entity'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 at the commencement of the audit:

- 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 entity staff to help us locate information and provide explanations

Technical updates – highlights

Accounting

Accounting standards issued by the Accounting Standards Board that may affect the entity in future years are included in Appendix E. If you have any questions about these changes we invite you to raise them during our next meeting. We will be pleased to address your concerns.

Assurance

Auditing standards issued by the Audit and Assurance Standards Board that may change the nature, timing and extent of our audit procedures on the entity and our communication with the Members of Council and management are included in Appendix F. If you have any questions about these changes we invite you to raise them during our next meeting. 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 [Applicable financial reporting framework]. 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

- 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

- Prepare financial statements in accordance with [Applicable financial reporting framework]
- 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

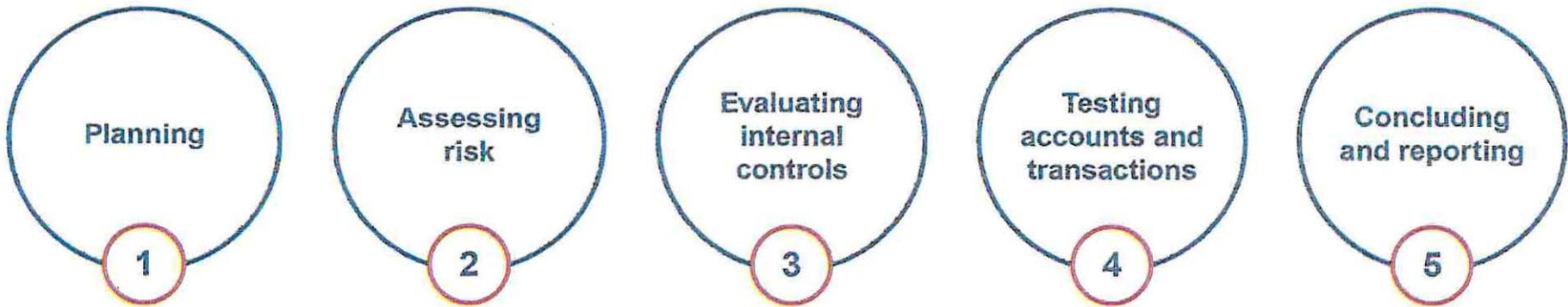
Role of Grant Thornton LLP

- Provide an audit opinion that the financial statements are in accordance with [Applicable financial reporting framework]
 - 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 charges with governance, to report matters of interest to them and obtain their comments on audit risk matters
-

Audit approach

Our understanding of the entity and its operations drives our audit approach, which is risk based and specifically tailored to the Corporation of 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 entity and our beliefs about management's honesty and integrity.

Internal control

Our audit will include gaining an understanding of the entity'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 entity'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 – Draft independent auditor’s report

Independent auditor’s report

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

Opinion

We have audited the consolidated financial statements of the Corporation of the City of Port Colborne (“the Municipality”), which comprise the consolidated statement of financial position as at December 31, 2018, and the consolidated statements of operations, changes in net debt and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly in all material respects, the financial position of the Corporation of the City of Port Colborne as at December 31, 2018, and its results of operations, its changes in its net financial assets, and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor’s Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the Municipality in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Consolidated 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.

In preparing the consolidated financial statements, management is responsible for assessing the Municipality's ability to continue as a going concern, disclosing, as applicable, matters related to a going concern and using the going concern basis of accounting unless management either intends to liquidate the Municipality or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Municipality's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit 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.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Municipality's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Municipality to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Municipality and the organizations it controls to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Port Colborne, Canada
October ____, 2019

Chartered Professional Accountants
Licensed Public Accountants

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Appendix C – Draft management representation letter

October __, 2019

Grant Thornton LLP

Chartered Professional Accountants
PO Box 336
Port Colborne, ON
L3K 5W1

Dear Sirs:

We are providing this letter in connection with your audit of the consolidated financial statements of the Corporation of the City of Port Colborne as of December 31, 2018, and for the year then ended, for the purpose of expressing an opinion as to whether the consolidated financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows of the Corporation of the City of Port Colborne in accordance with Canadian public sector accounting standards.

We acknowledge that we have fulfilled our responsibilities for the preparation of the consolidated financial statements in accordance with Canadian public sector accounting standards and for the design and implementation of internal controls to prevent and detect fraud and error. We have assessed the risk that the consolidated financial statements may be materially misstated as a result of fraud, and have determined such risk to be low. Further, we acknowledge that your examination was planned and conducted in accordance with Canadian generally accepted auditing standards (GAAS) so as to enable you to express an opinion on the consolidated financial statements. We understand that while your work includes an examination of the accounting system, internal controls and related data to the extent you considered necessary in the circumstances, it is not designed to identify, nor can it necessarily be expected to disclose, fraud, shortages, errors and other irregularities, should any exist.

Certain representations in this letter are described as being limited to matters that are material. An item is considered material, regardless of its monetary value, if it is probable that its omission from or misstatement in the consolidated financial statements would influence the decision of a reasonable person relying on the consolidated financial statements.

We confirm, to the best of our knowledge and belief, as of **October __, 2019**, the following representations made to you during your audit.

Financial statements

- 1 The consolidated financial statements referred to above present fairly, in all material respects, the financial position of the entity as at December 31, 2018 and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards, as agreed to in the terms of the audit engagement.

Completeness of information

- 2 We have made available to you all financial records and related data and all minutes of the meetings of Council and committees of Council, as agreed in the terms of the audit engagement. Summaries of actions of recent meetings for which minutes have not yet been prepared have been provided to you. All significant Council and committee actions are included in the summaries.
- 3 We have provided you with unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- 4 There are no material transactions that have not been properly recorded in the accounting records underlying the consolidated financial statements. The adjusting journal entries which have been proposed by you are approved by us and will be recorded on the books of the entity.
- 5 We are unaware of any known or probable instances of non-compliance with the requirements of regulatory or governmental authorities, including their financial reporting requirements.
- 6 We are unaware of any violations or possible violations of laws or regulations the effects of which should be considered for disclosure in the consolidated financial statements or as the basis of recording a contingent loss.
- 7 We have disclosed to you all known deficiencies in the design or operation of internal control over financial reporting of which we are aware.
- 8 We have identified to you all known related parties and related party transactions, including sales, purchases, loans, transfers of assets, liabilities and services, leasing arrangements guarantees, non-monetary transactions and transactions for no consideration.
- 9 You provided a non-attest service by assisting us with drafting the consolidated financial statements and related notes. In connection with this non-attest service, we confirm that we have made all management decisions and performed all management functions, have the knowledge to evaluate the accuracy and completeness of the consolidated financial statements, and accept responsibility for such consolidated financial statements.

Fraud and error

- 10 We have no knowledge of fraud or suspected fraud affecting the entity involving management; employees who have significant roles in internal control; or others, where the fraud could have a non-trivial effect on the consolidated financial statements.

- 11 We have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements communicated by employees, former employees, analysts, regulators or others.
- 12 We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.
- 13 We believe that the effects of the uncorrected financial statement misstatements summarized in the accompanying schedule are immaterial, both individually and in the aggregate, to the consolidated financial statements taken as a whole.

Recognition, measurement and disclosure

- 14 We believe that the significant assumptions used by us in making accounting estimates, including those used in arriving at the fair values of financial instruments as measured and disclosed in the consolidated financial statements, are reasonable and appropriate in the circumstances.
- 15 We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities, both financial and non-financial, reflected in the consolidated financial statements.
- 16 All related party transactions have been appropriately measured and disclosed in the consolidated financial statements.
- 17 The nature of all material measurement uncertainties has been appropriately disclosed in the consolidated financial statements, including all estimates where it is reasonably possible that the estimate will change in the near term and the effect of the change could be material to the consolidated financial statements.
- 18 All outstanding and possible claims, whether or not they have been discussed with legal counsel, have been disclosed to you and are appropriately reflected in the consolidated financial statements.
- 19 All liabilities and contingencies, including those associated with guarantees, whether written or oral, have been disclosed to you and are appropriately reflected in the consolidated financial statements.
- 20 With respect to environmental matters:
 - a) at year end, there were no liabilities or contingencies that have not already been disclosed to you;
 - b) liabilities or contingencies have been recognized, measured and disclosed, as appropriate, in the consolidated financial statements; and
 - c) commitments have been measured and disclosed, as appropriate, in the consolidated financial statements.
- 21 The entity has satisfactory title to (or lease interest in) all assets, and there are no liens or encumbrances on the entity's assets nor has any been pledged as collateral.
- 22 We have disclosed to you, and the entity has complied with, all aspects of contractual agreements that could have a material effect on the consolidated financial statements in the event of non-compliance, including all covenants, conditions or other requirements of all outstanding debt.

- 23 The Harmonized Sales Tax (HST) transactions recorded by the entity are in accordance with the federal and provincial regulations. The HST liability/receivable amounts recorded by the entity are considered complete.
- 24 Employee future benefit costs, assets, and obligations have been determined, accounted for and disclosed in accordance with the requirements of Section 3250 *Retirement Benefits* and Section 3255 *Post-Employment Benefits, Compensated Absences and Terminations Benefits* of the Canadian Institute of Chartered Accountants (CICA) Public Sector – Accounting.
- 25 There have been no events subsequent to the statement of financial position date up to the date hereof that would require recognition or disclosure in the consolidated financial statements. Further, there have been no events subsequent to the date of the comparative financial statements that would require adjustment of those financial statements and related notes.

Other

- 26 We have considered whether or not events have occurred or conditions exist which may cast significant doubt on the Municipality’s ability to continue as a going concern and have concluded that no such events or conditions are evident.

Yours very truly,

Chief Administrative Officer

Director of Corporate Services/Treasurer

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Non-trivial misstatements noted during the course of our audit but not adjusted in the consolidated financial statements were as follows:

Unadjusted misstatements	Overstatement (Understatement)			
	Assets	Liabilities	Accumulated Surplus	Annual Surplus
To reverse the prior year accrual for statutory holidays which were not recorded as part of the prior year end payroll accrual.			\$ 29,409	\$ (29,409)
To record prior year impact of vacation accrual not recorded.			166,358	(166,358)
Total unadjusted misstatements	\$ Nil	\$ Nil	\$ 195,767	\$ (195,767)

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Appendix D – Internal control letter

October 15, 2019

City of Port Colborne

66 Charlotte Street
Port Colborne, ON
L3K 3C8

Dear Members of Management:

In connection with our audit of the City of Port Colborne financial statements as of December 31, 2018 and for the year then ended, the Canadian Auditing Standards require that we advise management and Council (hereinafter referred to as “those charged with governance”) of the following internal control matters identified during our audit.

Our responsibilities

Our responsibility, as prescribed by the Canadian Auditing Standards, is to plan and perform our audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. An audit includes consideration of internal control over financial reporting (hereinafter referred to as “internal control”) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of identifying deficiencies in internal control or expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we express no such opinion on internal control effectiveness.

Identified deficiencies in internal control

We identified the following internal control matters as of the date of this letter that are of sufficient importance to merit your attention.

Significant deficiencies

Our consideration of internal control would not necessarily identify all deficiencies in internal control that, individually or in combination, may be material weaknesses or significant deficiencies.

A deficiency in internal control (“control deficiency”) exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the City’s annual or interim financial statements will not be prevented or detected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those responsible for oversight of the City’s financial reporting (also referred to as those charged with governance).

We consider the following identified control deficiencies to be significant deficiencies.

Information Technology

Segregation of duties and assignment of administrator rights

The following weaknesses have been identified in the information technology system, specifically relating to the assignment of responsibilities and network administrator rights:

- The Director of Corporate Services and the Manager of Revenue and Taxation have been assigned administrator rights in the financial reporting application. This allows them unrestricted access to all modules of the system, and results in a lack of segregation of duties as they are responsible for the City's financial reporting. Although our audit procedures did not identify any unauthorized or unusual transactions recorded in the financial application by these individuals, the potential exists for unauthorized transactions to be recorded by the administrators and go undetected.

Management response

The Director of Corporate Services and the Manager of Revenue and Taxation's network administrator rights have been removed effective October 15, 2019. The Information Technology Manager will assign responsibilities in the financial reporting application effective October 15, 2019.

Review of user access rights

There is currently no formal process in place for management to regularly review and approve user access rights on the network and financial reporting applications. Given the segregation of duties issues that have been identified in the assignment of administrator rights, the regular review by department supervisors or other management of user access rights will ensure that only appropriate and currently employed staff have user ID's on the network and in the applications. As well, this review will ensure that the users have access appropriate for their roles and responsibilities within the organization.

Management response

The Director of Corporate Services, the Manager of Revenue and Taxation, and the Information Technology Manager will review and approve user access on the network and financial reporting applications quarterly beginning October 15, 2019.

Journal entry controls

The Director of Corporate Services and the Manager of Revenue and Taxation have the ability to post journal entries into the financial reporting application. Duties of senior financial reporting personnel should not include the ability to make journal entries as it is important to have an appropriate level of review and authorization over journal entries. Staff members who have responsibility for authorization and approval of journal entries should not have the ability to post entries into the system.

Management response

The journal entry controls suggested will require three different individuals to prepare, approve and then post a journal entry into the financial reporting application. This control is excessive. Senior financial personnel at the City are working managers and at times are required to prepare journal entries. Currently, Corporate Services staff prepare journal entries. Once prepared, either the Manager of Revenue and Taxation or the Director of Corporate Services perform a thorough review, approve and then post the journal entry to the financial reporting application.

Financial Activities

Segregation of duties

During the course of our planning procedures it came to our attention that segregation of duties remains an issue in the accounting cycles of your operations. When duties are not segregated in the control environment, the City is more susceptible to fraud and errors that may not be identified during our audit procedures.

When one person performs most duties in an accounting cycle, such as revenue, collusion is not required to commit fraudulent activities, since there is less likelihood that such an activity will be detected. For example, a staff member responsible for billing and accounts receivable posting should not be handling cash receipts. The potential is there for a misappropriated payment to be not posted to a receivable account and the receivable reconciliation to the general ledger to be altered so that the fraud is not exposed. If the cash receipts duty is given to another staff member, such a potential fraudulent activity could be prevented, the two employees must work together to commit the fraudulent act.

Management response

Billing and accounts receivable posting will be segregated effective January 1, 2020.

Management responses

The Management's written responses to the internal control matters identified herein have not been subjected to our audit procedures and accordingly, we express no opinion on them.

* * *

This communication is intended solely for the information and use of management, those charged with governance, and others within the City and is not intended to be and should not be used by anyone other than these specified parties.

Yours sincerely,

Grant Thornton LLP

Appendix E – PSAS Accounting developments

Public Sector Accounting Standards [updated March 31, 2019]	Effective date
<p>Section PS 3400 Revenues</p> <p>New Section PS 3400 <i>Revenue</i> establishes standards on how to account for and report on revenue. It does not apply to revenues for which specific standards already exist, such as government transfers, tax revenue or restricted revenues. The Section distinguishes between revenue that arises from transactions that include performance obligations (i.e., exchange transactions) and transactions that do not have performance obligations (i.e., non-exchange transactions). The main features of the new Section are:</p> <ul style="list-style-type: none"> • Performance obligations are defined as enforceable promises to provide specific goods or services to a specific payor • Revenue from transactions with performance obligations will be recognized when (or as) the performance obligation is satisfied by providing the promised goods or services to the payor • Revenue from transactions with no performance obligations will be recognized when a public sector entity has the authority to claim or retain the revenue and identifies a past transaction or event that gives rise to an asset 	<p>Fiscal years beginning on or after April 1, 2022.</p> <p>Earlier adoption is permitted.</p>
<p>Section PS 3280 Asset retirement obligations</p> <p>New Section PS 3280 <i>Asset Retirement Obligations</i> establishes standards on how to account for and report a liability for asset retirement obligations. An asset retirement obligation is a legal obligation associated with the retirement of a tangible capital asset.</p> <p>Asset retirement costs associated with a tangible capital asset increase the carrying amount of the related tangible capital asset and are expensed in a rational and systematic manner, while asset retirement costs associated with an asset no longer in productive use are expensed. Measurement of the liability for an asset retirement obligation should result in the best estimate of the amount required to retire a tangible capital asset at the financial statement date. A present value technique is often the best method to estimate the liability. Subsequent measurement of the liability can result in either a change in the carrying amount of the related tangible capital asset, or an expense, depending on the nature of the remeasurement or whether the asset remains in productive use.</p> <p>As a result of the issuance of Section PS 3280, the Public Sector Accounting Board (PSAB) approved the withdrawal of Section PS 3270 <i>Solid waste landfill closure and post-closure liability</i> as asset retirement obligations associated with landfills will be within the scope of PS 3280. PS 3280 does not address costs related to remediation of contaminated sites, which will continue to be addressed in Section PS 3260 <i>Liability for contaminated sites</i>. Some consequential amendments have been made to PS 3260 to conform with PS 3280 and further clarify the scope of each standard.</p>	<p>Fiscal years beginning on or after April 1, 2021.</p> <p>Earlier adoption is permitted.</p>

Section PS 3450 *Financial instruments*, Section PS 2601 *Foreign currency translation*, Section PS 1201 *Financial statement presentation*, and PS 3041 *Portfolio investments*

PS 3450 *Financial instruments* is a new Section that establishes standards for recognizing and measuring financial assets, financial liabilities and non-financial derivatives. Some highlights of the requirements include:

- a public sector entity should recognize a financial asset or a financial liability on its statement of financial position when it becomes a party to the contractual provisions of the instrument
- financial instruments within the scope of the Section are assigned to one of two measurement categories: fair value, or cost / amortized cost
- almost all derivatives are measured at fair value
- fair value measurement is required for portfolio investments in equity instruments that are quoted in an active market
- other financial assets and financial liabilities are generally measured at cost or amortized cost
- until an item is derecognized, gains and losses arising due to fair value remeasurement are reported in the statement of remeasurement gains and losses
- when the public sector entity defines and implements a risk management or investment strategy to manage and evaluate the performance of a group of financial assets, financial liabilities or both on a fair value basis, the entity may elect to include these items in the fair value category
- additional disclosures with respect to financial instruments will be required, including the nature and extent of risks arising from a public sector entity's financial instruments

PS 2601 *Foreign currency translation* revises and replaces Section PS 2600 *Foreign currency translation*. Some highlights of the requirements include:

- the deferral and amortization of foreign exchange gains and losses relating to long-term foreign currency denominated monetary items is discontinued
- until the period of settlement, foreign exchange gains and losses are recognized in the statement of remeasurement gains and losses rather than the statement of operations

PS 1201 *Financial statement presentation* revises and replaces Section PS 1200 *Financial statement presentation*. The main amendment to this Section is the addition of the statement of remeasurement gains and losses.

PS 3041 *Portfolio investments* revises and replaces Section PS 3040 *Portfolio investments*.

The issuance of these new sections also includes consequential amendments to:

- *Introduction to accounting standards that apply only to government not-for-profit organizations*
- PS 1000 *Financial statement concepts*
- PS 1100 *Financial statement objectives*
- PS 2125 *First-time adoption by government organizations*
- PS 2500 *Basic principles of consolidation*
- PS 2510 *Additional areas of consolidation*
- PS 3050 *Loans receivable*
- PS 3060 *Government partnerships*
- PS 3070 *Investments in government business enterprises*
- PS 3230 *Long-term debt*
- PS 3310 *Loan guarantees*
- PS 4200 *Financial statement presentation by not-for-profit organizations*

The new requirements are all required to be applied at the same time.

For governments - Fiscal years beginning on or after April 1, 2021. This effective date was amended in March 2018.

For government organizations that applied the CPA Canada Handbook – Accounting prior to their adoption of the CPA Canada Public Sector Accounting Handbook - Fiscal years beginning on or after April 1, 2012.

For all other government organizations - Fiscal years beginning on or after April 1, 2021. This effective date was amended in March 2018.

Earlier adoption is permitted.

PSG-6 *Including results of organizations and partnerships applying fair value measurement* was withdrawn as a result of the issuance of these sections.

In January 2019, the PSAB issued an exposure draft to clarify aspects of the Section's application and add new guidance to the transitional provisions of Section PS 3450.

Strategic plan for not-for-profit organizations in the public sector

Since 2012, government not-for-profit organizations (GNPOs) have been required to adopt PSAS, but were given the option of applying the specific GNPO accounting standards in PSAS. Some GNPOs have utilized those standards, while others have not. The PSAB recognized that a "one-size-fits-all" approach may not be appropriate for all stakeholders. As a result, the PSAB's 2017-2020 Strategic Plan planned to assess the specific needs of public sector NPO stakeholders. PSAB's 2018-2019 Annual Plan includes the following specific objectives for implementing its strategy:

- developing a GNPO strategy that meets the public interest; and
- enhancing engagement with users of GNPO financial statements.

In 2018, PSAB consulted with over 100 GNPO stakeholders to understand their fiscal and regulatory environment, their financial reporting needs, and their financial reporting perspectives. Diversity in the financial reporting framework, presentation of net debt and fund accounting, the impact of balanced budget requirements and endowments were some of the items stakeholders raised.

In March 2019, the PSAB approved a consultation paper *Government Not-for-Profit* that will articulate the results of their consultations and seek stakeholder input in developing a strategy for GNPOs. The consultation paper will be issued for comment in spring 2019 and the comment period will end on September 30, 2019. During the comment period, PSAB staff plans to consult extensively with GNPO stakeholders.

Concepts underlying financial performance

In response to feedback from stakeholders, including the senior government finance community, the PSAB is proposing changes to its conceptual framework and its reporting model with a focus on measuring the financial performance of public sector entities. The changes will be made through the following actions:

1. Issuing a revised conceptual framework to replace two Sections in the PSA Handbook:
 - PS 1000 *Financial statement concepts*
 - PS 1100 *Financial statement objectives*
2. Issuing a revised financial statement presentation standard that would replace Section PS 1201 *Financial statement presentation*.

In May 2018, PSAB released two documents for comment related to this project:

Statement of Concepts, A Revised Conceptual Framework for the Canadian Public Sector

A conceptual framework is a clear set of related concepts that act as the foundation for the development of standards and the application of professional judgment. The Statement of Concepts presents and explains key concepts that the PSAB expects to include in a future exposure draft. The components of the PSAB's proposed conceptual framework are as follows:

- Characteristics of public sector entities
- Financial reporting objectives
- Role of financial statements
- Financial statement foundations
- Financial statement objectives

- Qualitative characteristics of information and related considerations
- Elements of financial statements
- Recognition and measurement
- Presentation concepts

The Statement of Concepts also sets the foundation for the revised reporting model in the PSAB's concurrently issued Statement of Principles below.

Statement of Principles, A Revised Reporting Model for the Canadian Public Sector

The PSAB is proposing a revised reporting model that builds on the existing reporting model in Section PS 1201 *Financial statement presentation*. The Statement of Principles presents and explains key principles that the PSAB expects to include in a future exposure draft. Some of the main features of the proposals in the Statement of Principles include:

- In the statement of financial position:
 - The net debt indicator would be removed and instead a revised net debt calculation would be moved to its own statement, the statement of net debt or net financial assets
 - The accumulated surplus (deficit) indicator would be relabelled as net assets (net liabilities)
 - A new third component, accumulated other, would be added to net assets or net liabilities (existing Section PS 1201 includes two components of accumulated surplus: accumulated operating surplus or deficit and accumulated remeasurement gains and losses)
 - The structure would be amended to present financial assets, then non-financial assets, followed by liabilities, to arrive at the net assets or net liabilities position
- The statement of operations would be renamed as the statement of surplus or deficit;
- The statement of remeasurement gains and losses would be expanded to reconcile the balances of and changes in all the components of net assets or net liabilities and it would be renamed as the statement of changes in net assets or net liabilities;
- Financing activities would be isolated in the statement of cash flows;
- The statement of changes in net debt would be removed; and
- The budget amounts on the financial statements would be presented using the same basis of accounting, following the same accounting principles, for the same scope of activities, and using the same classifications as the actual amounts.

In March 2019, the PSAB received a high-level summary of the comments received from stakeholders on the Statement of Concepts and the Statement of Principles. The PSAB discussed the relationship between the conceptual framework project, the project on its approach to International Public Sector Accounting Standards, and the GNPO project and reconfirmed the need for continuing collaboration between the three projects. The PSAB will further discuss the development of exposure drafts for the revised conceptual framework at its June 2019 meeting.

Appendix F – Auditing developments

Canadian Auditing Standards (CASs) and other Canadian Standards issued by the AASB	Effective date
<p>Amendments to CAS 700 and other standards pertaining to Reporting on Audited Financial Statements and adoption of 701, <i>Communicating Key Audit Matters in the Independent Auditor's Report</i></p>	<p>The new reporting standards apply for all entities with periods ending on or after December 15, 2018, with earlier application permitted.</p> <p>The communication of key audit matters in the auditor's report is required for audits of entities listed on the TSX, other than entities required to comply with National Instrument 81-106, <i>Investment Fund Continuous Disclosure</i>, for periods ending on or after December 15, 2020.</p>
<p>The key changes to the existing Canadian standards as a result of adopting CAS 700 (revised) and CAS 701 are as follows:</p> <ul style="list-style-type: none"> • Expanded disclosures regarding management's responsibilities related to going concern, specifically: the responsibility to assess the entity's ability to continue as a going concern and whether the use of the going concern basis of accounting is appropriate as well as disclosing, if applicable, matters relating to going concern • Expanded disclosures regarding the auditor's responsibilities related to going concern, specifically: the requirement to conclude on the appropriateness of management's use of the going concern basis of accounting and, if based on the audit evidence obtained, whether the auditor concludes a material uncertainty exists related to events or conditions that may cast significant doubt on the entity's ability to continue as a going concern. If the auditor concludes that a material uncertainty exists, the auditor is required to draw attention in their report to the related disclosures • Changes to the descriptions of the responsibilities of management, the auditor and those charged with governance, including a reference to who within the entity is responsible for overseeing the reporting process (when those charged with governance are distinct from management) (ISA 700) • Disclosure of the engagement partner's name in auditor's reports for audits of listed entities • Adoption of a new standard (CAS 701) that deals with the requirements when the auditor will be communicating the matters judged to be most significant to the audit in the audit report, either because the auditor has chosen to do so or because law or regulation requires key audit matters to be described in the auditor's report. <p>It is believed that these changes will enhance the communicative value of the auditor's report and also improve the overall quality of the audit and financial reporting.</p> <p>In its September 2018 meeting, the AASB decided to further amend the auditor reporting standards such that auditors will be required to communicate key audit matters in the auditor's report for audits of complete sets of general purpose financial statements of entities listed on the Toronto Stock Exchange (TSX), other than entities that are required to comply with National Instrument 81-106 <i>Investment Fund Continuous Disclosure</i>. Such requirements are effective for periods ending on or after December 15, 2020.</p>	
<p>Amendments to CAS's related to the subject of Addressing Disclosures in the Audit of Financial Statements</p>	<p>These revised standards apply for periods ending on or after December 15, 2018, with earlier application permitted.</p>
<p>The AASB has approved certain changes to the standards that clarify how auditors should address the audit of financial statement disclosures. The changes include:</p> <ul style="list-style-type: none"> • Clarifying the meaning of "Disclosure" (CAS 200) • Providing guidance to auditors to address audit considerations relating to disclosures early in the Audit (CAS 210, 260, 300) • Disclosure considerations in identifying, assessing and responding to risks of material misstatement (CAS 240, 315, 320 and 330) 	

Canadian Auditing Standards (CASs) and other Canadian Standards issued by the AASB	Effective date
Clarifying and elaborating on expectations of the auditor when evaluating misstatements and forming an opinion (CAS 450 and 700).	
<p>Section 7170 Auditor's Consent to the Use of the Auditor's Report in Connection with a Designated Document</p> <p>The AASB amended Section 7170 to include certain materials from Section 7500. Section 7500 has been withdrawn. The change to the structure of the Handbook makes it clear what standard the auditor must use when providing consent. The revised Section 7170 is used when the auditor is requested to provide consent in connection with audited financial statements or a document containing audited financial statements being filed with securities regulatory authorities (unless the document is addressed by Section 7150). Such items may be included to assist officers and directors of the entity (or acquirer of a business in the case of consent in connection with a Business Acquisition Report) in conducting a reasonable investigation for purposes of a due diligence defence or similar.</p>	The revised standard is applicable for consents issued on or after June 1, 2019.
<p>Revisions to CAS 540 Auditing Accounting Estimates, including Fair Value Accounting Estimates, and Related Disclosures</p> <p>In June 2018, the IAASB approved a revised version of ISA 540 <i>Auditing Accounting Estimates and Related Disclosures</i>. In revising the standard, the IAASB focused on improving the scalability of the ISA to very simple accounting estimates, as well as the most complex accounting estimates. The standard was also revised to clarify the relationship between ISA 540 (revised) and the other ISAs and the requirements when using the work of management's expert as audit evidence in testing how management made the accounting estimate. The AASB concluded that the changes to the ISA would be adopted as CASs, with no special amendments being necessary with respect to the Canadian auditing environment.</p>	The revised standard is effective for audits of financial statements with periods ending on or after December 15, 2019.
Canadian Auditing Standards (CASs) and other Canadian Standards approved by the AASB but not issued	Effective date
None.	
Canadian Exposure Drafts issued by the AASB	Effective date
<p>Proposed changes to CAS 315 Identifying and Assessing Risks of Material Misstatement</p> <p>In July 2018, the IAASB issued an Exposure Draft proposing changes to ISA 315 that could drive more consistent and effective identification and assessment of the risks of material misstatement by auditors. The AASB has published an Exposure Draft of the equivalent Canadian standard, which includes the same proposed revisions as the ISA with no Canada-specific amendments. Key amendments include the following:</p> <ul style="list-style-type: none"> • Focusing on the applicable financial reporting framework in identifying and assessing risks of material misstatement • Updating the understanding of the system of internal control, including clarifying the work effort for understanding each of the components of internal control and "controls relevant to the audit", as well as the relationship between this understanding and the assessment of control risk • Updating aspects relating to IT, in particular to the IT environment, the applications relevant to the audit and general IT controls relevant to the audit • Introducing the new concepts of inherent risk factors, relevant assertions, significant classes of transactions, account balances and disclosures, and the spectrum of inherent risk • Separating the inherent risk and control risk assessments for assertion level risks, enhancing the requirements relating to financial statement level risks, and updating the definition of "significant risks" 	

Canadian Exposure Drafts issued by the AASB	Effective date
<p data-bbox="310 215 1201 239">Proposed changes to CAS 700 <i>Forming an Opinion and Reporting on Financial Statements</i></p> <p data-bbox="310 247 1408 359">As noted above, Key Audit Matters are required to be communicated for audits of complete sets of general purpose financial statements of entities listed on the Toronto Stock Exchange (TSX) (other than entities that are required to comply with National Instrument 81-106 <i>Investment Fund Continuous Disclosure</i>) for periods ending on or after December 15, 2020. The AASB proposes expanding the requirements for auditors to communicate Key Audit Matters for audits of complete sets of general purpose financial statements so that they apply to:</p> <ul data-bbox="310 367 1408 430" style="list-style-type: none"> <li data-bbox="310 367 1408 391">• All entities listed on the TSX, TSXV, NEO and CSE <li data-bbox="310 399 1408 430">• All entities required to comply with National Instrument 81-106 <i>Investment Fund Continuous Disclosure</i> <p data-bbox="310 438 1408 542">The AASB believes that expanding the applicability of Key Audit Matter reporting would serve the public interest by improving the alignment of the Canadian standards with those used in other jurisdictions, improving the consistency of reporting across the entities listed above, and enhancing the communicative value of the report, benefitting the financial statement users. The AASB is currently gathering feedback on its Exposure Draft and comments are required to be submitted by May 15, 2019.</p>	<p data-bbox="1408 215 1759 327">The AASB proposes that these changes be effective for audits of financial statement periods ending on or after December 15, 2021.</p>

Non-authoritative Guides, Practice Notes, Bulletins and Risk Alerts

Non-authoritative Guidance issued during the year	Issued
None.	

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Report Number: 2019-164

Date: November 12, 2019

SUBJECT: Approval of the 2018 Consolidated Financial Statements

1) PURPOSE:

The purpose of this report is to seek Council's approval for the draft consolidated financial statements year ended December 31, 2018 for the Corporation of the City of Port Colborne.

2) BACKGROUND:

The *Municipal Act, 2001*, states that a municipality shall prepare financial statements for each fiscal year. Management in accordance with Canadian public sector accounting standards (PSAS) as recommended by the Public Sector Accounting Board (PSAB) prepares the consolidated financial statements for the City. PSAB serves the public interest by establishing standards and other guidance for financial reporting by all Canadian entities in the public sector and by contributing to the development of internationally accepted public sector financial reporting standards.

The consolidated statement of financial position; the consolidated statement of operations; the consolidated statement of changes in debt; the consolidated statement of cash flows; and notes to the consolidated financial statements, comprising a summary of significant accounting policies, have been audited by the City's auditor, Grant Thornton.

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

The Auditor's responsibility is to express an opinion on the consolidated financial statements based on their audit fieldwork. Following completion of the audit fieldwork, Grant Thornton stated, in their opinion, that "the accompanying consolidated financial statements present fairly in all material respects, the financial position of the Corporation of the City of Port Colborne as at December 31, 2018, and its results of operations, its changes in its net financial assets, and its cash flows for the year ended in accordance with Canadian public sector accounting standards".

3) STAFF COMMENTS AND DISCUSSIONS:

A draft copy of the consolidated financial statements for the year ended December 31, 2018, is attached to this report.

The Financial Information Return (FIR) is being finalized for completion. The FIR is that main data collection tool used by the Ministry of Municipal Affairs to collect financial and statistical information on municipalities. The FIR is a standard document comprised of a

number of schedules that are updated each year to comply with current legislation and reporting requirements.

Finance has made every effort to prepare for the 2018 financial audit. Finance is pleased to present to Council the draft consolidated financial statements for the City of Port Colborne.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Approve the Consolidated Financial Statements

Council can approve the Consolidated Financial Statements report.

b) Not approve the Consolidated Financial Statements

Council may choose not to approve the Consolidated Financial Statements and request that Grant Thornton review the financial results again. Council will need to provide clear expectations for the additional review of the City's finances and internal controls.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES:

An annual financial audit provides clarity and financial transparency for the City's residents and ratepayers.

6) ATTACHMENTS:

Appendix A: Financial Report – For the year ended December 31, 2018.

7) RECOMMENDATION:

That Council approve the Consolidated Financial Statements for the year ended December 31, 2018.

8) SIGNATURES:

Prepared on October 15, 2019 by:



Brenda Garrett
Director of Corporate Services

Reviewed and respectfully submitted by:



Peter Senese
Interim Chief Administrative Officer

Financial Report

City of Port Colborne

December 31, 2018

Draft - October 23, 2019

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City of Port Colborne Consolidated Statement of Financial Position

As at December 31, 2018

	<u>2018</u>	<u>2017</u>
Financial assets		
Cash and cash equivalents (Note 2)	\$ 1,875,920	\$ 1,824,458
Portfolio investments (Note 3)	10,862,711	12,232,721
Taxes receivable	2,892,409	2,511,093
User charges receivable	2,051,944	1,857,162
Other receivables	<u>2,275,109</u>	<u>3,385,866</u>
	<u>19,958,093</u>	<u>21,811,300</u>
Liabilities		
Payables and accruals	5,663,370	9,089,647
Other liabilities	1,241,039	1,041,576
Deferred revenue (Note 5)	868,226	423,919
Construction loan (Note 6)	-	5,245,000
Long term debt (Note 7)	28,878,592	24,441,445
Employee benefit obligations (Notes 8 and 17)	<u>8,514,300</u>	<u>8,264,700</u>
	<u>45,165,527</u>	<u>48,506,287</u>
Net debt	<u>(25,207,434)</u>	<u>(26,694,987)</u>
Non-financial assets		
Tangible capital assets (Note 9 and Pages 28 and 29)	138,935,792	139,395,207
Prepaid expenses	<u>783,510</u>	<u>615,732</u>
	<u>139,719,302</u>	<u>140,010,939</u>
Accumulated surplus (Note 10)	<u>\$ 114,511,868</u>	<u>\$ 113,315,952</u>

Contingencies (Note 21) and Commitments (Note 23)

Approved by

Director of Corporate Services

Chief Administrative Officer

See accompanying notes to the consolidated financial statements

City of Port Colborne Consolidated Statement of Operations

For the Year Ended December 31, 2018

	Budget 2018 (Note 24)	Actual 2018	Actual 2017
Revenues other than revenues related to tangible capital assets			
Taxation (Note 12)	\$ 17,588,028	\$ 17,736,188	\$ 16,642,657
User charges (Note 14)	12,920,748	12,245,372	11,428,741
Government transfers (Note 15)	3,495,516	3,389,742	3,226,423
Other (Note 16)	985,190	2,434,486	1,451,194
	<u>34,989,482</u>	<u>35,805,788</u>	<u>32,749,015</u>
Expenses			
General government	4,298,551	4,478,820	4,171,476
Protection to persons and property	4,098,198	4,442,598	4,047,240
Transportation services	6,352,068	6,849,152	5,620,793
Environmental services	10,112,537	9,973,533	9,522,505
Health services	175,325	196,944	248,962
Social and family services	37,900	40,970	50,000
Recreation and culture services	8,385,305	8,842,724	8,248,298
Planning and development	2,174,591	1,997,418	1,952,906
	<u>35,934,475</u>	<u>36,822,159</u>	<u>33,862,180</u>
Annual deficit before revenues related to tangible capital assets	<u>(944,993)</u>	<u>(1,016,371)</u>	<u>(1,113,165)</u>
Revenues related to tangible capital assets			
Government transfers (Note 15)	824,500	1,919,773	1,144,520
Other (Note 16)	10,000	252,571	229,725
Gain (loss) on disposal of tangible capital assets	-	39,943	(260,715)
	<u>834,500</u>	<u>2,212,287</u>	<u>1,113,530</u>
Annual surplus (deficit)	(110,493)	1,195,916	365
Accumulated surplus (Note 10)			
Beginning of year	<u>113,315,952</u>	<u>113,315,952</u>	<u>113,315,587</u>
End of year	<u>\$ 113,205,459</u>	<u>\$ 114,511,868</u>	<u>\$ 113,315,952</u>

See accompanying notes to the consolidated financial statements.

City of Port Colborne

Consolidated Statement of Changes in Net Debt

For the Year Ended December 31, 2018

	Budget 2018 (Note 24)	Actual 2018	Actual 2017
Annual surplus (deficit)	\$ (110,493)	\$ 1,195,916	\$ 365
Amortization of tangible capital assets	5,374,592	5,380,357	5,232,058
Write-down of tangible capital assets	-	14,598	-
Acquisition of tangible capital assets	(4,980,947)	(4,971,439)	(19,331,407)
Proceeds on sale of tangible capital assets	-	75,842	381,075
(Gain) loss on disposal of tangible capital assets	-	(39,943)	260,715
	283,152	1,655,331	(13,457,194)
(Acquisition) usage of prepaid expenses	-	(167,778)	333,994
Decrease (increase) in net debt	283,152	1,487,553	(13,123,200)
Net debt			
Beginning of year	(26,694,987)	(26,694,987)	(13,571,787)
End of year	\$ (26,411,835)	\$ (25,207,434)	\$ (26,694,987)

See accompanying notes to the consolidated financial statements.

City of Port Colborne

Consolidated Statement of Cash Flows

For the Year Ended December 31, 2018

	<u>2018</u>	<u>2017</u>
Increase (decrease) in cash and cash equivalents		
Operating activities		
Annual surplus	\$ 1,195,916	\$ 365
Non-cash items:		
Amortization of tangible capital assets	5,380,357	5,232,058
Write-down of tangible capital assets	14,598	-
(Gain) loss on disposal of tangible capital assets	(39,943)	260,715
Increase in taxes receivable	(381,316)	(244,291)
Increase in user charges receivable	(194,782)	(55,988)
Decrease (increase) in other receivables	1,110,757	(492,196)
(Decrease) increase in payables and accruals	(3,426,277)	3,636,458
Increase (decrease) in other liabilities	199,463	(68,498)
Increase in deferred revenue	444,307	102,682
(Increase) decrease in prepaid expenses	(167,778)	333,994
	<u>4,135,302</u>	<u>8,705,299</u>
Capital activities		
Proceeds from disposal of tangible capital assets	75,842	381,075
Acquisition of tangible capital assets	(4,971,439)	(19,331,407)
	<u>(4,895,597)</u>	<u>(18,950,332)</u>
Financing activities		
Issue of construction loan	-	5,245,000
Repayment of construction loan	(5,245,000)	(7,437,000)
Issue of long term debt	6,145,000	14,230,000
Repayment of long term debt	(1,821,667)	(1,512,671)
Issue of capital lease obligation	140,657	-
Repayment of capital lease obligation	(26,843)	(17,957)
Increase in employee benefit obligation	249,600	222,700
	<u>(558,253)</u>	<u>10,730,072</u>
Investing activities		
Disposal (purchase) of portfolio investments, net	<u>1,370,010</u>	<u>(99,807)</u>
Net increase in cash and cash equivalents	51,462	385,232
Cash and cash equivalents (Note 2)		
Beginning of year	<u>1,824,458</u>	<u>1,439,226</u>
End of year	<u>\$ 1,875,920</u>	<u>\$ 1,824,458</u>

See accompanying notes to the consolidated financial statements.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

1. Significant accounting policies

Management responsibility

The consolidated financial statements of the City of Port Colborne ("Municipality") are the responsibility of and prepared by management in accordance with Canadian public sector accounting standards. The preparation of the consolidated financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The significant accounting policies used are as follows:

(a) Reporting entity

The consolidated financial statements reflect the financial assets, liabilities, non-financial assets, revenues, expenses and changes in accumulated surplus of the reporting entity. The reporting entity is comprised of all organizations and enterprises accountable for the administration of their affairs and resources to the Municipality and which are owned or controlled by the Municipality. In addition to general government tax-supported operations, they include the following:

Port Colborne Public Library Board
Port Colborne Downtown Development Board
Port Colborne Main Street Business Improvement Area

Interdepartmental and organizational transactions and balances are eliminated.

The following joint local board is proportionally consolidated:

Niagara Central Airport Commission (Joint Board)

Related party transactions are eliminated (Note 18).

The statements exclude trust assets that are administered for the benefit of external parties (Note 19).

(b) Basis of accounting

Sources of revenue and expenses are reported on the accrual basis of accounting. The accrual basis of accounting records revenues in the period they are earned and measurable and expenses in the period the goods and services are acquired and a liability is incurred.

(c) Cash and cash equivalents

Cash and temporary investments include cash on hand, balances with banks and guaranteed investment certificates that mature within one year.

(d) Portfolio investments

Portfolio investments are valued at the lower of cost and market value. Interest income is reported as revenue in the period earned.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

1. Significant accounting policies (continued)

(e) Deferred revenue

Resources restricted by agreement with an external party are recognized as revenue in the entity's financial statements in the period in which the resources are used for the purpose or purposes specified. An externally restricted inflow received before this criterion has been met is recorded as a liability until the resources are used for the purpose or purposes specified.

(f) Employee future benefits

The present value of the cost of providing employees with future benefit programs is expensed as employees earn these entitlements through service.

(g) Contaminated sites liability

Contaminated sites are a result of contamination being introduced into air, soil, water or sediment of a chemical, organic or radioactive material or live organism that exceeds an environmental standard. The liability is recorded net of any expected recoveries. A liability for remediation of contaminated sites is recognized when a site is not in productive use and all the following criteria are met:

- an environmental standard exists;
- contamination exceeds the environmental standard;
- the Municipality:
 - is directly responsible, or
 - accepts responsibility;
- it is expected that future economic benefits will be given up; and
- a reasonable estimate of the amount can be made.

The liability is recognized as management's estimate of the cost of post-remediation including operation, maintenance and monitoring that are an integral part of the remediation strategy for a contaminated site.

(h) Tangible capital assets

Tangible capital assets are recorded at cost. Cost includes all directly attributable expenses in the acquisition, construction, development and/or betterment of the asset required to install the asset at the location and in the condition necessary for its intended use. Contributed tangible capital assets are capitalized at their estimated fair value upon acquisition. The Municipality does not capitalize interest as part of the costs of its capital assets.

Works of art for display in municipal property are not included as capital assets. The works of art are held for exhibition, educational and historical interest. Such assets are deemed worthy of preservation because of the social rather than financial benefits they provide to the community. The cost of art is not determinable or relevant to their significance. No valuation of the collection has been conducted or disclosed in the consolidated financial statements.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

1. Significant accounting policies (continued)

(h) Tangible capital assets (continued)

Leases are classified as capital or operating leases. Leases that transfer substantially all benefits incidental to ownership are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

Amortization is calculated on a straight-line basis to write-off the net cost of each asset over its estimated useful life for all classes except land. Land is considered to have an infinite life without amortization. Residual values of assets are assumed to be zero with any net gain or loss arising from the disposal of assets recognized in the consolidated statement of operations as "other revenue". Half-year amortization is charged in the year of acquisition and disposal. Assets under construction are not amortized until the asset is available for productive use.

Amortization is based on the following classifications and useful lives:

<u>Classification</u>	<u>Useful Life</u>
Land improvements	10-100 years
Buildings	20-50 years
Leasehold improvements	20-50 years
Vehicles	10-20 years
Office equipment and furniture and fixtures	5-10 years
Machinery and equipment	3-30 years
Infrastructure	10-100 years

(i) Subdivision infrastructure

Subdivision streets, lighting, sidewalks, drainage and other infrastructure are required to be provided by subdivision developers. Upon completion they are turned over to the Municipality and recorded as tangible capital assets. The Municipality is not involved in the construction.

(j) Revenue recognition

i) Taxation

Property tax billings are prepared by the Municipality based on assessment rolls issued by the Municipal Property Assessment Corporation ("MPAC"). Tax rates are established annually by Council, incorporating amounts to be raised for local services and amounts the Municipality is required to collect on behalf of the Province of Ontario in respect of education taxes. Realty taxes are billed based on the assessment rolls provided by MPAC. Taxation revenues are recorded at the time tax billings are issued.

A normal part of the assessment process is the issue of supplementary assessment rolls which provide updated information with respect to changes in property assessment.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

1. Significant accounting policies (continued)

(j) Revenue recognition (continued)

i) Taxation (continued)

Once a supplementary roll is received, the Municipality determines the taxes applicable and renders supplementary tax billings. Assessments of the related property taxes are subject to appeal. Any supplementary billing adjustments made necessary by the determination of such changes will be recognized in the fiscal year they are determined and the effect shared with the school boards, as appropriate.

ii) User charges

User charges are recognized when the services are performed or goods are delivered and there is reasonable assurance of collection.

iii) Government transfers

Government transfers received are recognized in the financial statements as revenue when the transfers are authorized and all eligibility criteria have been met except when there is a stipulation that gives rise to an obligation that meets the definition of a liability. In that case, the transfer is recorded as a liability and recognized as revenue as the stipulations are met. Government transfers to individuals and other entities are recognized as an expense when the transfers are authorized and all eligibility criteria have been met.

iv) Other

Other revenue is recorded when it is earned and collection is reasonably assured.

(k) Reserves for future expenses

Certain amounts, as approved by Municipal Council, are set aside in reserves and reserve funds for future operating and capital expenses.

(l) Local improvements

The Municipality records capital expenses funded by local improvement agreements as they are incurred. Revenues are recognized in the year they become payable.

(m) Region and school board transactions

The taxation, other revenues, expenses, assets and liabilities with respect to the operations of the school boards and the Region of Niagara are not reflected in the accumulated surplus of these consolidated financial statements.

(n) Use of estimates

The preparation of financial statements in accordance with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Two areas in which management make estimates are with regards to an allowance for uncollectible taxes receivable and obligations for employee benefits.

City of Port Colborne
Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

2. Cash and cash equivalents	<u>2018</u>	<u>2017</u>
Cash on hand	\$ 3,950	\$ 3,950
Bank balances	<u>1,871,970</u>	<u>1,820,508</u>
	<u>\$ 1,875,920</u>	<u>\$ 1,824,458</u>

3. Portfolio investments

Guaranteed investment certificates carry an effective interest rate from 1.50% to 2.76% and maturity dates ranging from January, 2019 to December, 2020. Interest is receivable on maturity. Carrying value approximates market value.

4. Bank indebtedness

An operating line of credit of \$ 4,000,000 has been established with the CIBC, of which \$ Nil (2017 - \$ Nil) was used at December 31, 2018. An executed borrowing by-law in form and content satisfactory to CIBC is in effect to a limit of \$ 4,000,000. Interest is calculated at prime minus 0.50%. Overdrafts outstanding under the line of credit are converted to a promissory note at the CIBC's request which has not been enacted.

5. Deferred revenue	<u>2018</u>	<u>2017</u>
Development Charges Act	\$ 214,962	\$ 221,219
Parkland	159,078	97,362
Federal gas tax	430,871	105,338
Ontario Community Infrastructure Fund	<u>63,315</u>	<u>-</u>
	<u>\$ 868,226</u>	<u>\$ 423,919</u>

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

5. Deferred revenue (continued)

The continuity of deferred revenue is made up of the following:

	<u>2018</u>	<u>2017</u>
Balance, beginning of year	\$ 423,919	\$ 321,237
Contributions from		
Parkland	60,345	79,705
Interest earned	8,650	9,349
Government transfers received		
Federal	586,822	570,065
Provincial	61,600	-
	<u>717,417</u>	<u>659,119</u>
Utilized for		
Tangible capital asset acquisitions	(265,000)	(556,437)
Operations	(8,110)	-
	<u>(273,110)</u>	<u>(556,437)</u>
Balance, end of year	<u>\$ 868,226</u>	<u>\$ 423,919</u>

6. Construction loan

In 2017, the City entered into an agreement with the Ontario Infrastructure and Lands Corporation ("OILC") to temporarily borrow money to finance capital expenditures relating to the Nickel Street area storm sewers for \$ 4,600,000, the water meter replacement project for \$ 300,000 and the marine mobile lift for \$ 345,000, to a maximum of \$ 6,145,000, pending the issue of debentures which were issued in 2018. The City paid interest on the loan monthly at the OILC floating interest rate until the loan was replaced by debentures. Principal payments began once the debentures were issued.

7. Long term debt

- (a) The balance of net long term debt reported on the consolidated statement of financial position is made up of the following:

The Municipality has assumed responsibility for the payment of principal and interest charges on certain long term debt issued by the Region of Niagara. At the end of the year, the outstanding principal amount of this debt is

	<u>2018</u>	<u>2017</u>
	\$ 28,749,264	\$ 24,425,931
Capital lease obligations	<u>129,328</u>	<u>15,514</u>
Net long term debt	<u>\$ 28,878,592</u>	<u>\$ 24,441,445</u>

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

7. Long term debt (continued)

(b) The net long term debt is made up of the following:

Debenture Number	Purpose	Interest Rates	Maturity Dates	2018	2017
74-2003	Marina Pavilion/ Restaurant and Fire Dept. HQ	2.95 to 5.65%	2018	\$ -	\$ 356,000
61-2008	Watermains	3.70 to 4.90%	2018	-	84,000
67-2009	Vehicles and Equipment	1.15 to 4.80%	2019	54,000	106,000
73-2010	City Hall, Marina, Main St. CIP and Fire Vehicle	1.60 to 4.65%	2020	888,794	1,079,368
46-2013	Health & Wellness Centre	2.67%	2023	1,448,760	1,747,891
47-2013	Roads and Fire Dept.	3.37%	2033	630,665	663,911
48-2013	Skatepark, Fuel Tanks and Op. Centre Design	3.70%	2043	1,682,383	1,724,000
75-2015	LED Street Lights and Water Meters	1.15 to 7.80%	2025	1,977,000	2,239,000
94-2015	Fire Tanker and Watermains	3.45%	2035	1,877,645	1,957,622
35-2016	Fire Truck Operations Centre East Side	1.20 to 1.60%	2021	179,730	238,139
64-2017	Employment Lands	3.22%	2037	433,668	450,000
65-2017	Operations Centre	3.43%	2047	13,511,275	13,780,000
11-2018	Nickel St Storm Sewer	3.56%	2048	5,447,991	-
12-2018	Marina Lift and Water Meters Leased Vehicles and Equipment	3.18% Various	2028 2019-2022	617,353 129,328	- 15,514
				\$ 28,878,592	\$ 24,441,445

(c) Principal repayments in each of the next five years are due as follows:

2019	\$ 1,546,281
2020	2,010,861
2021	1,344,039
2022	1,317,374
2023	1,166,371

(d) The Municipality paid \$ 919,299 (2017 - \$ 379,739) interest on long term debt during the year.

City of Port Colborne
Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

8. Employee benefit obligations	<u>2018</u>	<u>2017</u>
Workplace Safety and Insurance Board future benefits	\$ 1,899,500	\$ 1,874,000
Vested sick leave benefits	264,400	253,500
Retirement benefits	<u>6,350,400</u>	<u>6,137,200</u>
	8,514,300	8,264,700
Less: Sick leave funded by reserve	<u>(20,225)</u>	<u>(37,009)</u>
	<u>\$ 8,494,075</u>	<u>\$ 8,227,691</u>

(a) Workplace Safety and Insurance Board future benefits

The City of Port Colborne is a Workplace Safety and Insurance Board ("WSIB") Schedule 2 employer.

In 2016, an actuarial estimate of future liabilities has been completed and forms the basis for the estimated liability reported in these financial statements. During the year \$ 35,916 (2017 - \$ 37,477) was paid by the City to the WSIB in relation to these benefits.

The accrued benefit obligation at December 31, 2018 of \$ 1,899,500 (2017 - \$ 1,874,000) was determined by an actuarial valuation using a discount rate of 3.30%.

The most recent actuarial valuation was prepared at December 31, 2016.

The main actuarial assumptions employed above are as follows (where applicable):

(i) Interest (discount) rate

The obligations as at December 31, 2018 of the present value of future liabilities were determined using a discount rate of 3.30%.

(ii) Future benefit indexing rate

The rates used for loss of earnings benefits and pension and survivors benefits are assumed to be 2.00% per annum. The rate for health benefits is assumed to be 4.00% per annum.

City of Port Colborne
Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

8. Employee benefit obligations (continued)

(a) Workplace Safety and Insurance Board future benefits (continued)

	<u>2018</u>	<u>2017</u>
Accrued benefit obligation		
Beginning of year	\$ 1,874,000	\$ 1,851,400
Benefit payments	(88,900)	(87,000)
Current service cost	87,500	84,400
Interest cost	54,900	53,200
Amortization of actuarial gain	<u>(28,000)</u>	<u>(28,000)</u>
	<u>\$ 1,899,500</u>	<u>\$ 1,874,000</u>
Funded status		
Deficit	\$ 1,675,100	\$ 1,621,600
Unamortized actuarial gain	<u>224,400</u>	<u>252,400</u>
	<u>\$ 1,899,500</u>	<u>\$ 1,874,000</u>

The net benefit expense is as follows:

Current service cost	\$ 87,500	\$ 84,400
Interest cost	54,900	53,200
Amortization of actuarial gain	<u>(28,000)</u>	<u>(28,000)</u>
	<u>\$ 114,400</u>	<u>\$ 109,600</u>

(b) Vested sick leave benefits

Under the sick leave benefit plan for employees of the Port Colborne Firefighters' Association, sick leave can accumulate and employees may become entitled to a cash payment upon leaving the Municipality's employment.

The accrued benefit obligation at December 31, 2018 of \$ 264,400 (2017 - \$ 253,500) was determined by an actuarial valuation using a discount rate of 3.40%.

The most recent actuarial valuation for the vested sick leave was prepared at December 31, 2015.

The main actuarial assumptions employed for the vested sick leave and retirement benefits valuations above are as follows (where applicable):

(i) Interest (discount) rate

The obligations as at December 31, 2018 of the present value of future liabilities were determined using a discount rate of 3.40%.

(ii) Salary increase rate

The rate used to increase salaries is assumed to be 3.00% per annum. This rate reflects management's best estimate of future salary increases.

City of Port Colborne
Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

8. Employee benefit obligations (continued)

(b) Vested sick leave benefits (continued)

	<u>2018</u>	<u>2017</u>
Accrued benefit obligation		
Beginning of year	\$ 253,500	\$ 249,300
Benefit payments	(22,700)	(28,100)
Current service cost	26,400	25,500
Interest cost	8,800	8,400
Amortization of actuarial gain	<u>(1,600)</u>	<u>(1,600)</u>
	<u>\$ 264,400</u>	<u>\$ 253,500</u>
Funded status		
Deficit	\$ 255,300	\$ 242,800
Unamortized actuarial gain	<u>9,100</u>	<u>10,700</u>
	<u>\$ 264,400</u>	<u>\$ 253,500</u>
The net benefit expense is as follows:		
Current service cost	\$ 26,400	\$ 25,500
Interest cost	8,800	8,400
Amortization of actuarial gain	<u>(1,600)</u>	<u>(1,600)</u>
	<u>\$ 33,600</u>	<u>\$ 32,300</u>

During the year \$ Nil (2017 - \$ Nil) was paid to employees who left the Municipality's employment. The Municipality has set aside \$ 20,225 (2017 - \$ 37,009) in a reserve.

(c) Retirement benefits

The City of Port Colborne pays certain retirement benefits on behalf of its retired employees. The City of Port Colborne recognizes these retirement costs in the period in which the employees rendered the services. The plan is substantially unfunded and requires no contributions from employees.

The accrued benefit obligation at December 31, 2018 of \$ 6,350,400 (2017 - \$ 6,137,200) was determined by an actuarial valuation using a discount rate of 3.40%.

The City's obligation under the retirement provision of employment agreements will be funded out of current revenue. During the year benefit payments of \$ 344,900 (2017 - \$ 345,400) were paid to retirees.

Actuarial valuations for accounting purposes are performed every three years using the projected benefit method, pro-rated on service. Under this method, the projected retirement benefits are deemed to be earned on a pro-rata basis over the employee's years of service.

The most recent actuarial valuation for the retirement benefits was prepared at December 31, 2015.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

8. Employee benefit obligations (continued)

(c) Retirement benefits (continued)

The main actuarial assumptions employed for retirement benefits valuation above are as follows (where applicable):

(i) Interest (discount) rate

The obligations as at December 31, 2018 of the present value of future liabilities were determined using a discount rate of 3.40%.

(ii) Medical costs

Drug costs were assumed to be 7.65% in 2018 and decrease 0.175% per year until 2036 when the rate will be 4.5% and continue thereafter.

Vision costs were assumed to be 2.00% in 2018 and decrease 0.25% per year until 2026 when the rate will be 0% and continue thereafter.

Other health costs were assumed to be 4.50% in 2018 and continue thereafter.

(iii) Dental costs

Dental costs were assumed to be 5.625% in 2018 and decrease 0.1875% per year until 2024 when the rate will be 4.5% and continue thereafter.

	<u>2018</u>	<u>2017</u>
Accrued benefit obligation		
Beginning of year	\$ 6,137,200	\$ 5,941,300
Benefit payments	(344,900)	(345,400)
Current service cost	319,600	309,100
Interest cost	217,800	211,500
Amortization of actuarial loss	<u>20,700</u>	<u>20,700</u>
	<u>\$ 6,350,400</u>	<u>\$ 6,137,200</u>
Funded status		
Deficit	\$ 6,450,800	\$ 6,258,300
Unamortized actuarial loss	<u>(100,400)</u>	<u>(121,100)</u>
	<u>\$ 6,350,400</u>	<u>\$ 6,137,200</u>
The net benefit expense is as follows:		
Current service cost	\$ 319,600	\$ 309,100
Interest cost	217,800	211,500
Amortization of actuarial gain	<u>20,700</u>	<u>20,700</u>
	<u>\$ 558,100</u>	<u>\$ 541,300</u>

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

9. Tangible capital assets	<u>2018</u>	<u>2017</u>
Net book value		
Land	\$ 5,628,931	\$ 5,639,417
Land improvements	10,001,091	10,182,399
Buildings	44,815,132	45,781,041
Leasehold improvements	297,708	258,232
Vehicles	2,484,188	2,512,357
Office equipment and furniture and fixtures	1,158,646	779,728
Machinery and equipment	2,828,723	2,819,649
Infrastructure	<u>58,850,553</u>	<u>60,181,642</u>
	126,064,972	128,154,465
Assets under construction	<u>12,870,820</u>	<u>11,240,742</u>
	<u>\$ 138,935,792</u>	<u>\$ 139,395,207</u>

10. Accumulated surplus	<u>2018</u>	<u>2017</u>
Consists of:		
Surpluses (deficits)		
Operating	\$ (4,248,793)	\$ (5,987,379)
Port Colborne Public Library Board	35,440	1,306
Port Colborne Downtown Development Board	35,324	40,709
Port Colborne Main Street Business Improvement Area	23,927	19,927
Niagara Central Airport Commission (Note 18)	<u>(59,786)</u>	<u>(25,285)</u>
	<u>(4,213,888)</u>	<u>(5,950,722)</u>
Investment in tangible capital assets	<u>138,935,792</u>	<u>139,395,207</u>
Unfunded liabilities		
Construction loan	-	(5,245,000)
Long term debt	(28,878,592)	(24,441,445)
Employee benefit obligations	<u>(8,514,300)</u>	<u>(8,264,700)</u>
	<u>(37,392,892)</u>	<u>(37,951,145)</u>
Reserves and reserves funds (Note 11)	<u>17,182,856</u>	<u>17,822,612</u>
	<u>\$ 114,511,868</u>	<u>\$ 113,315,952</u>

City of Port Colborne
Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

11. Reserves and reserve funds	<u>2018</u>	<u>2017</u>
Reserves set aside for specific purposes by Council		
Working capital	\$ 703,010	\$ 703,010
Recreation programs and facilities	419,799	428,475
Acquisition of capital assets	2,576,107	3,115,579
Library	15,298	14,322
Museum	25,220	17,793
Transit	53,504	75,100
Election expense	31,235	95,956
Administration costs	1,524,833	1,389,353
Airport	48,499	48,661
Cemetery	16,978	16,978
Wastewater operations	873,527	912,510
Water operations	<u>824,571</u>	<u>582,234</u>
 Total reserves	 <u>7,112,581</u>	 <u>7,399,971</u>
Reserve funds set aside for specific purposes by Council or agreement		
Acquisition of fixed assets	7,665,122	7,697,830
Accumulated sick leave and disability	20,225	37,009
Administration costs	1,147,059	1,246,569
Grain elevator property	990,513	932,231
Community centre	139,423	236,016
Library	88,055	234,845
Transit	<u>19,878</u>	<u>38,141</u>
 Total reserve funds	 <u>10,070,275</u>	 <u>10,422,641</u>
 Total reserves and reserve funds	 <u>\$ 17,182,856</u>	 <u>\$ 17,822,612</u>

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

12. Taxation	Budget 2018	Actual 2018	Actual 2017
Real property		\$ 36,082,522	\$ 35,163,946
From other governments			
Payments in lieu of taxes		<u>539,556</u>	<u>389,316</u>
		<u>36,622,078</u>	<u>35,553,262</u>
Less: taxation collected on behalf of (Note 13):			
Region of Niagara		13,654,742	13,583,724
School boards		<u>5,231,148</u>	<u>5,326,881</u>
		<u>18,885,890</u>	<u>18,910,605</u>
Net taxes available for municipal purposes		<u>\$ 17,736,188</u>	<u>\$ 16,642,657</u>
Residential, multi-residential and farm	\$ 13,587,937	\$ 13,631,446	\$ 12,870,451
Commercial and industrial	<u>4,000,041</u>	<u>4,104,742</u>	<u>3,772,206</u>
Net taxes available for municipal purposes	<u>\$ 17,588,028</u>	<u>\$ 17,736,188</u>	<u>\$ 16,642,657</u>

13. Collections for the Region of Niagara and school boards

Total taxation and development charges received or receivable on behalf of the Region of Niagara and the school boards were as follows:

	2018	2017
Region of Niagara	\$ 13,654,742	\$ 13,583,724
School boards	<u>5,231,148</u>	<u>5,326,881</u>
	<u>\$ 18,885,890</u>	<u>\$ 18,910,605</u>

The Municipality is required to levy and collect taxes on behalf of the Region of Niagara and the school boards. The taxes levied over (under) the amounts requisitioned are recorded as accounts payable (receivable).

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

14. User charges	Budget <u>2018</u>	Actual <u>2018</u>	Actual <u>2017</u>
Operating			
Fees and service charges	\$ 2,801,847	\$ 3,068,685	\$ 2,800,900
Direct water billings	4,903,513	4,625,607	4,277,180
Wastewater surcharges	<u>5,215,388</u>	<u>4,551,080</u>	<u>4,350,661</u>
	<u>\$ 12,920,748</u>	<u>\$ 12,245,372</u>	<u>\$ 11,428,741</u>

15. Government transfers	Budget <u>2018</u>	Actual <u>2018</u>	Actual <u>2017</u>
Operating			
Government of Canada	\$ 22,800	\$ 14,351	\$ 58,046
Province of Ontario	3,472,716	3,375,391	3,164,721
Municipal	<u>-</u>	<u>-</u>	<u>3,656</u>
	<u>3,495,516</u>	<u>3,389,742</u>	<u>3,226,423</u>
Capital			
Government of Canada	622,000	265,000	556,437
Province of Ontario	187,500	766,614	582,945
Municipal	<u>15,000</u>	<u>888,159</u>	<u>5,138</u>
	<u>824,500</u>	<u>1,919,773</u>	<u>1,144,520</u>
	<u>\$ 4,320,016</u>	<u>\$ 5,309,515</u>	<u>\$ 4,370,943</u>

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City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

16. Other revenue	Budget <u>2018</u>	Actual <u>2018</u>	Actual <u>2017</u>
Operating			
Penalties and interest on taxes	\$ 395,000	\$ 456,253	\$ 406,270
Fines	17,000	17,870	15,004
Interest income	31,000	36,598	48,801
Licences and permits	277,470	296,227	301,576
Rental income	49,810	61,054	57,391
Investment income – reserves and reserve funds	-	215,757	160,834
Contributions from developers	8,110	8,110	-
Transfer from trust funds	4,000	3,928	4,024
Donations	145,200	117,789	112,711
Proceeds from sale of road allowances	-	564,023	-
Other	57,600	656,877	344,583
	<u>985,190</u>	<u>2,434,486</u>	<u>1,451,194</u>
Capital			
Donations	10,000	212,801	156,773
Other	-	39,770	72,952
	<u>10,000</u>	<u>252,571</u>	<u>229,725</u>
	<u>\$ 995,190</u>	<u>\$ 2,687,057</u>	<u>\$ 1,680,919</u>

17. Pension agreements

The Municipality makes contributions to the Ontario Municipal Employees Retirement System ("OMERS"), which is a multi-employer plan, on behalf of the members of its staff. The plan is a defined benefit plan that specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. Employees and employers contribute jointly to the plan.

Since OMERS is a multi-employer pension plan, the Municipality does not recognize any share of the pension plan deficit of \$ 2.8 billion (2017 - \$ 0.6 billion surplus) based on the fair market value of the plan's assets, as this is a joint responsibility of all Ontario municipal entities and their employees. Contributions were made in the 2018 calendar year at rates ranging from 9.0% to 15.8% depending on the member's designated retirement age and level of earnings. Employer contributions for current and past service are included as an expense in the consolidated statement of operations. Employer contributions to OMERS for 2018 current and past service was \$ 862,723 (2017 - \$ 790,501) and were matched by employee contributions in a similar amount.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

18. Niagara Central Airport Commission

The Niagara Central Airport Commission operates a two runway airport offering a year round fixed base operation. The Commission is funded by the four nearby municipalities, City of Welland, City of Port Colborne, Town of Pelham and the Township of Wainfleet. The City of Port Colborne has a non-controlling interest in the airport of 19% (2017 - 20%) based on population.

The following table provides condensed supplementary financial information for the Niagara Central Airport Commission:

	<u>2018</u>	<u>2017</u>
Financial assets		
Cash and cash equivalents	\$ 284,481	\$ 163,027
Receivables	<u>46,129</u>	<u>19,902</u>
	<u>330,610</u>	<u>182,929</u>
Liabilities		
Accounts payable and accrued liabilities	223,722	27,447
Deferred grant revenue	-	33,716
Loans payable	399,790	250,000
Capital lease obligation	<u>54,222</u>	<u>-</u>
	<u>677,734</u>	<u>311,163</u>
Net debt	<u>(347,124)</u>	<u>(128,234)</u>
Non-financial assets		
Prepaid expenses	1,354	1,354
Fuel inventory	47,272	16,621
Tangible capital assets	<u>1,636,642</u>	<u>1,460,280</u>
	<u>1,685,268</u>	<u>1,478,255</u>
Accumulated surplus	<u>\$ 1,338,144</u>	<u>\$ 1,350,021</u>
Accumulated surplus consists of:		
Operating deficit	\$ (314,662)	\$ (126,423)
Reserves	16,164	16,164
Investment in tangible capital assets	<u>1,636,642</u>	<u>1,460,280</u>
	<u>\$ 1,338,144</u>	<u>\$ 1,350,021</u>
Revenues		
Grants	\$ 115,761	\$ 121,556
Fuel, rentals and other	91,981	137,001
Interest	1,138	390
Expenses	<u>(220,757)</u>	<u>(256,620)</u>
Annual (deficit) surplus	<u>\$ (11,877)</u>	<u>\$ 2,327</u>

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

18. Niagara Central Airport Commission (continued)

The financial position information is as reported by the Niagara Central Airport Commission as at December 31, 2018 and the results of operations are as reported for the year ended December 31, 2018. The comparative financial position and results of operations figures are as reported by the Niagara Central Airport Commission at December 31, 2017.

The Municipality has recorded in the financial statements its 19% (2017 - 20%) share of the Niagara Central Airport Commissions' assets, liabilities, accumulated surplus, revenues, expenses, and annual surplus.

The following summarizes the Municipality's related party transactions with the Niagara Central Airport Commission for the year. All transactions are in the normal course of operations, and are recorded at the exchange value based on normal commercial rates, or as agreed to by the parties.

	<u>2018</u>	<u>2017</u>
Government transfers	\$ 21,995	\$ 24,311
Interest	1,750	-
Loan, bearing interest of 3.5% per annum repayable in annual instalments of \$ 6,012, commencing June 15, 2018	\$ 45,738	\$ 50,000
Loan, bearing interest of 4.3% per annum repayable in annual instalments of \$ 4,113, commencing August 24, 2019	<u>32,870</u>	<u>-</u>
	<u>\$ 78,608</u>	<u>\$ 50,000</u>

19. Trust funds

Trust funds administered by the Municipality amounting to \$ 430,858 (2017 - \$ 405,881) have not been included in the consolidated statement of financial position nor have these operations been included in the consolidated statement of operations.

20. Subdividers' deposits

The Municipality holds bank letters of credit as security to ensure the provision of subdivision services and the completion of contracts.

	<u>2018</u>	<u>2017</u>
Letters of credit, beginning of year	\$ 1,637,354	\$ 1,098,723
Net (deletions) additions	<u>(188,604)</u>	<u>538,631</u>
Letters of credit, end of year	<u>\$ 1,448,750</u>	<u>\$ 1,637,354</u>

These letters of credit are not reflected in the accounts.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

21. Contingencies

The Municipality is involved from time to time in litigation, which arises in the normal course of business. In respect of any outstanding claims, the Municipality believes that insurance coverage is adequate and that no material exposure exists on the eventual settlement of such litigation, therefore no provision has been made in the accompanying financial statements.

22. Liabilities for contaminated sites

The Municipality reports environmental liabilities related to the management and remediation of any contaminated sites where the Municipality is obligated or likely obligated to incur such costs. Currently no such contaminated sites have been identified and therefore no liability has been recorded.

The Municipality's ongoing efforts to assess contaminated sites may result in future environmental remediation liabilities related to newly identified sites, or changes in the assessments or intended use of existing sites. Any changes to the Municipality's liabilities for contaminated sites will be accrued in the year in which they are assessed as likely and reasonably estimable.

23. Commitments

Tax increment based grants

The Municipality has commitments for tax increment based grants with various expiry dates up to 2024. There are currently five signed agreements with a term spanning ten years each. At December 31, 2018, the total amount remaining to be paid from these agreements is \$ 137,292 with the total commitment for each of the next five years as follows:

2019	\$	33,722
2020		33,722
2021		33,722
2022		32,520
2023		2,405

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

24. Budget

The budget bylaw adopted by Council March 5, 2018 was not prepared on a basis consistent with that used to report actual results in accordance with Canadian public sector accounting standards. The budget was prepared on a modified accrual basis while Canadian public sector accounting standards require a full accrual basis. As a result, the budget figures presented in the consolidated statement of operations and consolidated statement of changes in net debt represent the budget adopted by Council with the following adjustments:

Budgeted annual surplus	\$	91,344
Add:		
Acquisition of tangible capital assets		4,980,947
Repayment of long term debt		1,821,666
Less:		
Transfers (to) from reserves, net		(1,629,858)
Amortization of tangible capital assets		<u>(5,374,592)</u>
Budgeted deficit per consolidated statement of operations	\$	<u>(110,493)</u>

25. Segmented reporting

The Municipality is a diverse municipal government that provides a wide range of services to its citizens. Segmented information has been identified for the service lines that reflect the way in which the operations are managed and resource needs are identified and budgeted. Municipal activities are reported by function in the body of the financial statements.

Certain departments that have been separately disclosed in the segmented information, along with the services they provide, are as follows:

General

The general provision of municipal services includes general government, fire services, transportation services, storm sewer services, planning and development, facilities, parks and cemeteries.

Water

The water operations install and maintain water capital infrastructure to ensure the safe supply, metering and cost recovery for all treated water to serviced areas within all urban and settlement areas of the Municipality.

Wastewater

The wastewater operations install and maintain wastewater capital infrastructure and recover costs of providing this service within all urban and settlement areas of the Municipality.

City of Port Colborne
Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2018

26. Segmented information (continued)

Port Colborne Public Library Board

The Port Colborne Public Library Board provides library services, materials and facilities. The Municipality controls the board and consolidates the financial activities.

For each reported segment, revenues and expenses represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis.

The accounting policies used in these segments are consistent with those followed in the preparation of the consolidated financial statements as disclosed in Note 1. The consolidated schedule of segment disclosure and the schedules of segment disclosure with budget information follow the notes.

Draft - October 23, 2019

City of Port Colborne
Consolidated Schedule of Tangible Capital Assets
For the Year Ended December 31, 2018

	<u>Land</u>	<u>Land Improvements</u>	<u>Buildings and Leaseholds</u>	<u>Vehicles</u>	<u>Furniture and Equipment</u>	<u>Infrastructure</u>
Cost						
Beginning of year	\$ 5,639,417	\$ 17,906,419	\$ 58,853,654	\$ 4,992,958	\$ 8,105,090	\$ 111,084,592
Additions	-	375,742	796,279	290,648	1,035,825	822,869
Disposals	(10,486)	-	(5,478)	(167,623)	(473,628)	(69,908)
End of year	<u>5,628,931</u>	<u>18,282,161</u>	<u>59,644,455</u>	<u>5,115,983</u>	<u>8,687,275</u>	<u>111,837,553</u>
Accumulated amortization						
Beginning of year	-	7,724,020	12,814,381	2,450,601	4,505,703	50,902,950
Amortization	-	557,050	1,721,248	318,817	635,859	2,147,383
Amortization on disposals	-	-	(4,014)	(167,623)	(441,656)	(63,333)
End of year	-	<u>8,281,070</u>	<u>14,531,615</u>	<u>2,631,795</u>	<u>4,699,906</u>	<u>52,987,000</u>
Net book value	\$ <u>5,628,931</u>	\$ <u>10,001,091</u>	\$ <u>45,112,840</u>	\$ <u>2,484,188</u>	\$ <u>3,987,369</u>	\$ <u>58,850,553</u>

City of Port Colborne
Consolidated Schedule of Tangible Capital Assets
For the Year Ended December 31, 2017

	<u>Land</u>	<u>Land Improvements</u>	<u>Buildings and Leaseholds</u>	<u>Vehicles</u>	<u>Furniture and Equipment</u>	<u>Infrastructure</u>
Cost						
Beginning of year	\$ 6,203,049	\$ 17,038,857	\$ 46,624,840	\$ 5,054,070	\$ 7,211,079	\$ 107,717,557
Additions	-	1,377,127	12,488,954	76,766	1,224,023	3,638,894
Disposals	<u>(563,632)</u>	<u>(509,565)</u>	<u>(260,140)</u>	<u>(137,878)</u>	<u>(330,082)</u>	<u>(271,859)</u>
End of year	<u>5,639,417</u>	<u>17,906,419</u>	<u>58,853,654</u>	<u>4,992,958</u>	<u>8,105,080</u>	<u>111,084,592</u>
Accumulated amortization						
Beginning of year	-	7,687,051	11,383,658	2,374,603	4,246,605	48,995,046
Amortization	-	528,944	1,669,334	303,876	589,178	2,140,726
Amortization on disposals	<u>-</u>	<u>(491,975)</u>	<u>(238,511)</u>	<u>(137,878)</u>	<u>(330,080)</u>	<u>(232,822)</u>
End of year	<u>-</u>	<u>7,724,020</u>	<u>12,814,381</u>	<u>2,480,601</u>	<u>4,505,703</u>	<u>50,902,950</u>
Net book value	\$ 5,639,417	\$ 10,182,399	\$ 46,039,273	\$ 2,512,357	\$ 3,599,377	\$ 60,181,642

City of Port Colborne
Consolidated Schedule of Segment Disclosure
For the Year Ended December 31, 2018

	<u>General</u>	<u>Water</u>	<u>Wastewater</u>	<u>Library</u>
Revenues				
Taxation	\$ 17,736,188	\$ -	\$ -	\$ -
User charges	3,005,548	4,654,264	4,557,590	27,970
Government transfers	5,263,249	-	-	781,100
Other revenue	2,650,037	26,640	-	10,380
Gain (loss) on disposal of tangible capital assets	<u>37,592</u>	<u>1,950</u>	<u>985</u>	<u>(584)</u>
	<u>28,692,614</u>	<u>4,682,854</u>	<u>4,558,575</u>	<u>818,866</u>
Expenses				
Salaries and benefits	12,778,460	580,239	90,313	558,544
Materials	6,566,216	301,541	97,728	138,418
Contract services	2,194,318	2,593,982	4,138,318	26,408
Rents and financial expenses	197,098	9,132	1,331	138
External transfers to others	81,072	-	-	-
Long term debt interest	871,502	97,892	-	-
Tax write-offs	119,152	-	-	-
Amortization	4,339,074	602,645	365,935	72,703
Inter-functional transfers	<u>265,840</u>	<u>257,620</u>	<u>211,374</u>	<u>-</u>
	<u>27,412,732</u>	<u>4,443,051</u>	<u>4,904,999</u>	<u>796,211</u>
Annual surplus (deficit)	<u>\$ 1,279,882</u>	<u>\$ 239,803</u>	<u>\$ (346,424)</u>	<u>\$ 22,655</u>

City of Port Colborne
Consolidated Schedule of Segment Disclosure
with Budget Information

For the Year Ended December 31, 2018

	Budget <u>2018</u>	Actual <u>2018</u>
General		
Revenue		
Taxation	\$ 17,588,028	\$ 17,736,188
User charges	2,755,097	3,005,548
Government transfers	4,278,685	5,263,249
Other	981,080	2,650,037
Gain on disposal of tangible capital assets	-	37,592
	<u>25,602,890</u>	<u>28,692,614</u>
Expenses		
Salaries and wages	11,743,137	12,778,460
Materials	6,410,510	6,566,216
Contracted services	2,233,377	2,194,318
Rents and financial expenses	200,304	197,098
External transfers to others	87,162	81,072
Long term debt interest	809,018	871,502
Tax write-offs	253,500	119,152
Amortization	4,333,309	4,339,074
Inter-functional transfers	266,301	265,840
	<u>26,336,618</u>	<u>27,412,732</u>
Annual surplus (deficit)	<u>\$ (733,728)</u>	<u>\$ 1,279,882</u>

**City of Port Colborne
Consolidated Schedule of Segment Disclosure
with Budget Information**

For the Year Ended December 31, 2018

	Budget 2018	Actual 2018
Water		
Revenue		
User charges	\$ 4,923,113	\$ 4,654,264
Government transfers	-	-
Other	6,000	26,640
Gain on disposal of tangible capital assets	-	1,950
	<u>4,929,113</u>	<u>4,682,854</u>
Expenses		
Salaries and wages	688,565	580,239
Materials	307,316	301,541
Contracted services	2,450,357	2,593,982
Rents and financial expenses	7,525	9,132
Long term debt interest	97,892	97,892
Amortization	602,645	602,645
Inter-functional transfers	257,620	257,620
	<u>4,411,920</u>	<u>4,443,051</u>
Annual surplus	<u>\$ 517,193</u>	<u>\$ 239,803</u>

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**City of Port Colborne
Consolidated Schedule of Segment Disclosure
with Budget Information**

For the Year Ended December 31, 2018

	Budget <u>2018</u>	Actual <u>2018</u>
Wastewater		
Revenue		
User charges	\$ 5,217,888	\$ 4,557,590
Gain on disposal of tangible capital assets	<u>-</u>	<u>985</u>
	<u>5,217,888</u>	<u>4,558,575</u>
Expenses		
Salaries and wages	327,285	90,313
Materials	153,126	97,728
Contracted services	4,072,067	4,138,318
Rents and financial expenses	2,106	1,331
Amortization	365,935	365,935
Inter-functional transfers	<u>211,374</u>	<u>211,374</u>
	<u>5,131,893</u>	<u>4,904,999</u>
Annual (deficit) surplus	<u>\$ 85,995</u>	<u>\$ (346,424)</u>

Draft - October 23, 2019

City of Port Colborne
Consolidated Schedule of Segment Disclosure
with Budget Information

For the Year Ended December 31, 2018

	Budget <u>2018</u>	Actual <u>2018</u>
Library		
Revenue		
User charges	\$ 24,650	\$ 27,970
Government transfers	776,165	781,100
Other	8,110	10,380
Loss on disposal of tangible capital assets	-	(584)
	<u>808,925</u>	<u>818,866</u>
Expenses		
Salaries and wages	554,812	558,544
Materials	135,863	138,418
Contracted services	25,500	26,408
Rents and financial expenses	-	138
Amortization	72,703	72,703
	<u>788,878</u>	<u>796,211</u>
Annual surplus	<u>\$ 20,047</u>	<u>\$ 22,655</u>

Draft - October 23, 2019

City of Port Colborne
Consolidated Schedule of Tangible Capital Assets

For the Year Ended December 31, 2018

	<u>Land</u>	<u>Land Improvements</u>	<u>Buildings and Leaseholds</u>	<u>Vehicles</u>	<u>Furniture and Equipment</u>	<u>Infrastructure</u>	<u>Construction in Process</u>	<u>2018</u>
Cost								
Beginning of year	\$ 5,639,417	\$ 17,906,419	\$ 58,853,654	\$ 4,992,958	\$ 8,105,080	\$ 111,084,592	\$ 11,240,742	\$ 217,822,862
Additions	-	375,742	796,279	290,648	1,035,823	822,869	1,880,168	5,221,529
Disposals	(10,486)	-	(5,478)	(167,623)	(473,628)	(69,908)	(250,090)	(977,213)
End of year	<u>5,628,931</u>	<u>18,282,161</u>	<u>59,644,455</u>	<u>5,115,983</u>	<u>8,687,275</u>	<u>111,837,553</u>	<u>12,870,820</u>	<u>222,067,178</u>
Accumulated amortization								
Beginning of year	-	7,724,020	12,814,381	2,450,601	4,505,703	50,902,950	-	78,427,655
Amortization	-	557,050	1,721,248	318,817	635,859	2,147,383	-	5,380,357
Amortization on disposals	-	-	(4,114)	(167,623)	(441,656)	(63,333)	-	(676,626)
End of year	<u>-</u>	<u>8,281,070</u>	<u>14,531,615</u>	<u>2,631,795</u>	<u>4,699,906</u>	<u>52,987,000</u>	<u>-</u>	<u>83,131,386</u>
Net book value	<u>\$ 5,628,931</u>	<u>\$ 10,001,091</u>	<u>\$ 45,112,840</u>	<u>\$ 2,484,188</u>	<u>\$ 3,987,369</u>	<u>\$ 58,850,553</u>	<u>\$ 12,870,820</u>	<u>\$ 138,935,792</u>

City of Port Colborne Consolidated Schedule of Tangible Capital Assets

For the Year Ended December 31, 2017

	<u>Land</u>	<u>Land Improvements</u>	<u>Buildings and Leaseholds</u>	<u>Vehicles</u>	<u>Furniture and Equipment</u>	<u>Infrastructure</u>	<u>Construction in Process</u>	<u>2017</u>
Cost								
Beginning of year	\$ 6,203,049	\$ 17,038,857	\$ 46,624,840	\$ 5,054,070	\$ 7,211,079	\$ 107,717,557	\$ 10,715,159	\$ 200,564,611
Additions	-	1,377,127	12,488,954	76,766	1,224,033	3,638,894	9,812,592	28,618,416
Disposals	(563,632)	(509,565)	(260,140)	(137,878)	(310,082)	(271,859)	(9,287,009)	(11,360,165)
End of year	<u>5,639,417</u>	<u>17,906,419</u>	<u>58,853,654</u>	<u>4,992,958</u>	<u>6,105,080</u>	<u>111,084,592</u>	<u>11,240,742</u>	<u>217,822,862</u>
Accumulated amortization								
Beginning of year	-	7,687,051	11,383,658	2,374,603	4,246,605	48,995,046	-	74,626,963
Amortization	-	528,944	1,669,334	303,876	589,178	2,140,726	-	5,232,058
Amortization on disposals	-	(491,975)	(238,311)	(137,878)	(330,080)	(232,822)	-	(1,431,366)
End of year	<u>-</u>	<u>7,724,020</u>	<u>12,814,381</u>	<u>2,480,601</u>	<u>4,505,703</u>	<u>50,902,950</u>	<u>-</u>	<u>78,427,655</u>
Net book value	<u>\$ 5,639,417</u>	<u>\$ 10,182,399</u>	<u>\$ 46,039,273</u>	<u>\$ 2,512,357</u>	<u>\$ 3,599,377</u>	<u>\$ 60,181,642</u>	<u>\$ 11,240,742</u>	<u>\$ 139,395,207</u>

City of Port Colborne
Consolidated Schedule of Segment Disclosure

For the Year Ended December 31, 2018

	<u>General</u>	<u>Water</u>	<u>Wastewater</u>	<u>Library</u>	<u>Eliminations</u>	<u>2018</u>
Revenues						
Taxation	\$ 17,736,188	\$ -	\$ -	\$ -	\$ -	\$ 17,736,188
User charges	3,005,548	4,654,264	4,557,590	27,970	-	12,245,372
Government transfers	5,263,249	-	-	781,100	(734,834)	5,309,515
Other revenue	2,650,037	26,640	-	10,380	-	2,687,057
Gain (loss) on disposal of tangible capital assets	<u>37,592</u>	<u>1,950</u>	<u>985</u>	<u>(584)</u>	<u>-</u>	<u>39,943</u>
	<u>28,692,614</u>	<u>4,682,854</u>	<u>4,558,575</u>	<u>818,866</u>	<u>(734,834)</u>	<u>38,018,075</u>
Expenses						
Salaries and benefits	12,778,460	580,239	90,313	558,544	-	14,007,556
Materials	6,566,216	301,541	97,728	138,418	-	7,103,903
Contract services	2,194,118	2,593,982	4,138,318	26,408	-	8,953,026
Rents and financial expenses	127,098	9,132	1,331	138	-	207,699
External transfers to others	81,072	-	-	-	-	81,072
Long term debt interest	871,502	97,892	-	-	-	969,394
Tax write-offs	119,152	-	-	-	-	119,152
Amortization	4,339,074	602,645	365,935	72,703	-	5,380,357
Inter-functional transfers	<u>265,840</u>	<u>257,620</u>	<u>211,374</u>	<u>-</u>	<u>(734,834)</u>	<u>-</u>
	<u>27,412,732</u>	<u>4,443,051</u>	<u>4,904,999</u>	<u>796,211</u>	<u>(734,834)</u>	<u>36,822,159</u>
Annual surplus (deficit)	<u>\$ 1,279,882</u>	<u>\$ 239,803</u>	<u>\$ (346,424)</u>	<u>\$ 22,655</u>	<u>\$ -</u>	<u>\$ 1,195,916</u>

**City of Port Colborne
Consolidated Schedule of Segment Disclosure
with Budget Information**

For the Year Ended December 31, 2018

	Budget 2018	Actual 2018
General		
Revenue		
Taxation	\$ 17,588,028	\$ 17,736,188
User charges	2,755,097	3,005,548
Government transfers	4,278,685	5,263,249
Other	981,080	2,650,037
Gain on disposal of tangible capital assets	-	37,592
	<u>25,602,890</u>	<u>28,692,614</u>
Expenses		
Salaries and wages	11,743,137	12,778,460
Materials	6,410,510	6,566,216
Contracted services	2,233,377	2,194,318
Rents and financial expenses	200,304	197,098
External transfers to others	87,162	81,072
Long term debt interest	809,018	871,502
Tax write-offs	253,500	119,152
Amortization	4,333,309	4,339,074
Inter-functional transfers	266,301	265,840
	<u>26,336,618</u>	<u>27,412,732</u>
Annual surplus (deficit)	<u>\$ (733,728)</u>	<u>\$ 1,279,882</u>

City of Port Colborne
Consolidated Schedule of Segment Disclosure
with Budget Information

For the Year Ended December 31, 2018

	Budget 2018	Actual 2018
Water		
Revenue		
User charges	\$ 4,923,113	\$ 4,654,264
Government transfers	-	-
Other	6,000	26,640
Gain on disposal of tangible capital assets	-	1,950
	<u>4,929,113</u>	<u>4,682,854</u>
Expenses		
Salaries and wages	688,565	580,239
Materials	307,316	301,541
Contracted services	2,450,357	2,593,982
Rents and financial expenses	7,525	9,132
Long term debt interest	97,892	97,892
Amortization	602,645	602,645
Inter-functional transfers	257,620	257,620
	<u>4,411,920</u>	<u>4,443,051</u>
Annual surplus	<u>\$ 517,193</u>	<u>\$ 239,803</u>

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**City of Port Colborne
Consolidated Schedule of Segment Disclosure
with Budget Information**

For the Year Ended December 31, 2018

	Budget <u>2018</u>	Actual <u>2018</u>
Wastewater		
Revenue		
User charges	\$ 5,217,888	\$ 4,557,590
Gain on disposal of tangible capital assets	-	985
	<u>5,217,888</u>	<u>4,558,575</u>
Expenses		
Salaries and wages	327,285	90,313
Materials	153,126	97,728
Contracted services	4,072,067	4,138,318
Rents and financial expenses	2,106	1,331
Amortization	365,935	365,935
Inter-functional transfers	211,374	211,374
	<u>5,131,893</u>	<u>4,904,999</u>
Annual (deficit) surplus	<u>\$ 85,995</u>	<u>\$ (346,424)</u>

Draft - October 23, 2019

City of Port Colborne
Consolidated Schedule of Segment Disclosure
with Budget Information

For the Year Ended December 31, 2018

	Budget <u>2018</u>	Actual <u>2018</u>
Library		
Revenue		
User charges	\$ 24,650	\$ 27,970
Government transfers	776,165	781,100
Other	8,110	10,380
Loss on disposal of tangible capital assets	-	(584)
	<u>808,925</u>	<u>818,866</u>
Expenses		
Salaries and wages	554,812	558,544
Materials	135,863	138,418
Contracted services	25,500	26,408
Rents and financial expenses	-	138
Amortization	72,703	72,703
	<u>788,878</u>	<u>796,211</u>
Annual surplus	<u>\$ 20,047</u>	<u>\$ 22,655</u>

Draft - October 23, 2019

**City of Port Colborne
Trust Funds
Statement of Cash Flows**

For the Year Ended December 31, 2018

	<u>2018</u>	<u>2017</u>
Net increase (decrease) in cash and cash equivalents		
Operating activities		
Excess of revenues over expenses	\$ 24,977	\$ 19,693
Increase in due from City of Port Colborne	(6,996)	-
Increase in accrued interest	(64)	(28)
	<u>17,917</u>	<u>19,665</u>
Investing activities		
Decrease (increase) in investments - net	<u>7,285</u>	(13,605)
Net increase in cash and cash equivalents	25,202	6,060
Cash and cash equivalents		
Beginning of year	<u>63,614</u>	<u>57,554</u>
End of year	<u>\$ 88,816</u>	<u>\$ 63,614</u>

See accompanying notes to the financial statements

City of Port Colborne

Trust Funds

Notes to the Financial Statements

For the Year Ended December 31, 2018

1. Summary of significant accounting policies

Management responsibility

The financial statements are the responsibility of and prepared by management in accordance with Canadian accounting standards for not-for-profit organizations.

The significant accounting policies used are as follows:

(a) Basis of accounting

Sources of revenue and expenses are reported on the accrual basis of accounting. The accrual basis of accounting records revenues in the period they are earned and measurable and expenses in the period the goods and services are acquired and a liability is incurred.

(b) Cash and cash equivalents

Cash and cash equivalents are represented by cash on hand, cash on deposit in chartered banks and investments that mature within three months.

(c) Portfolio investments

Portfolio investments are valued at the lower of cost and market value. Interest income is reported as revenue in the period earned.

(d) Financial instruments

Initial measurement

The Trust Funds financial instruments are measured at fair value when issued or acquired. For financial instruments subsequently measured at cost or amortized cost, fair value is adjusted by the amount of the related financing fees and transaction costs. Transaction costs and financing fees relating to financial instruments that are measured subsequently at fair value are recognized in operations in the year in which they are incurred.

Subsequent measurement

At each reporting date, the Trust Funds measure their financial assets and liabilities at cost. The financial instruments measured at cost are cash investments, interest receivable and due from revenue fund.

For financial assets measured at cost, the Trust Funds regularly assesses whether there are any indications of impairment. If there is an indication of impairment, and the Trust Funds determine that there is a significant adverse change in the expected timing or amount of future cash flows from the financial asset, it recognizes an impairment loss in the statement of operations. Any reversals of previously recognized impairment losses are recognized in operations in the year the reversal occurs.

City of Port Colborne
Trust Funds
Notes to the Financial Statements

For the Year Ended December 31, 2018

2. Portfolio investments

Portfolio investments consist of money market, bond and equity funds with annual interest rates ranging from 1.60% to 3.40% and a guaranteed investment certificate with an annual interest rate of 0.60% maturing December, 2019. Portfolio investments have an estimated market value of \$ 362,507 (2017 - \$ 386,140).

Draft - October 23, 2019

Report Number: 2019-165

Date: November 12, 2019

SUBJECT: Development Charge Reserve Funds – 2018 Year-end Update

1) PURPOSE:

The purpose of this report is to provide Council with a Development Charges Reserve Fund Statement of Activity for the period ending December 31, 2018.

2) BACKGROUND:

In accordance with the *Development Charges Act, 1997*, municipalities must provide an annual Development Charges statement of activity to Council.

3) STAFF COMMENTS AND DISCUSSIONS:

The City may impose and collect Development Charges. The *Development Charges Act, 1997* and the City's by-law specify the collection and use of Development Charges.

The balance in each fund as at December 31, 2017 and 2018 is broken down as follows:

Fund	December 31, 2017	December 31, 2018
Roads	\$76,034	\$76,695
Wastewater	\$6,581	\$6,638
Fire	\$36,614	\$36,932
Public Works	\$61,640	\$62,177
Parks and Recreation	\$31,280	\$31,552
Library	\$9,070	\$968
Total	\$221,219	\$214,962

Appendix A provides the breakdown of the reserve fund activity for the period January 1, 2018 to December 31, 2018. There were no Development Charges collected due to the moratorium on collection of the fees.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

The report is for informational purposes.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES:

Council receives an annual statement for Development Charges activity.

6) ATTACHMENTS:

Appendix A: Development Charges Reserve Funds – Statement of Activity

7) RECOMMENDATION:

That Council receives the attached Development Charge Statement for information.

8) SIGNATURES:

Prepared on October 15, 2019 by:



Brenda Garrett
Director of Corporate Services

Reviewed and respectfully submitted by:



Peter Senese
Interim Chief Administrative Officer

**Development Charges Reserve Funds
Statement of Activity
January 1, 2018 to December 31, 2018**

Appendix A

	Roads	Wastewater	Fire	Public Works	Parks & Rec	Library	Total
Balance, Beginning of year	76,033.90	6,581.05	36,613.95	61,640.60	31,279.59	9,069.75	221,218.84
Allocation of Surplus:							
Revenue	-	-	-	-	-	-	-
Interest	661.15	57.22	318.37	535.98	271.99	8.35	1,853.06
Total	<u>661.15</u>	<u>57.22</u>	<u>318.37</u>	<u>535.98</u>	<u>271.99</u>	<u>8.35</u>	<u>1,853.06</u>
Utilization:							
For TCA	-	-	-	-	-	-	-
For current operations	-	-	-	-	-	8,110.00	8,110.00
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,110.00</u>	<u>8,110.00</u>
Balance, End of year	<u>76,695.05</u>	<u>6,638.27</u>	<u>36,932.32</u>	<u>62,176.58</u>	<u>31,551.58</u>	<u>968.10</u>	<u>214,961.90</u>

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Report Number: 2019-158

Date: November 12, 2019

SUBJECT: Annual Lighted Santa Claus Parade - Road Closures

1) PURPOSE:

The purpose of this report is to recommend road closures and parking restrictions for the management and control of vehicular traffic for the purposes of the Annual Lighted Santa Claus Parade (the "parade"). Road closures and parking restrictions will facilitate the Parade movement, help manage traffic, and will allow for the safe passage of pedestrians throughout the event area.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

The Annual Lighted Santa Claus Parade takes place on the first Saturday in December each year. This year, the Parade will take place on Saturday, December 7, 2019 beginning at 6:30 p.m., with staging to begin at 4:00 p.m. The parade is a significant community event, being one of the only night parades in the Niagara Region, that attracts visitors from across the Region and beyond. The parade will begin at Port Colborne High School and finish at the Market Square parking lot, directly across from City Hall.

3) STAFF COMMENTS AND DISCUSSIONS

In order to facilitate this year's parade, staff recommend temporary road closures and parking restrictions on Saturday, December 7, 2019 from 4:00 p.m. until 7:00 p.m., for the purpose of staging parade floats, as follows:

- Fielden Avenue, from the southern limit of Killaly Street, to the southern limit of Elgin Street;
- Elgin Street, from the eastern limit of Steele Street, to the western limit of Elm Street; and
- Fielden Avenue, at the western limit of Delhi Street.

This request will provide parade marshals a safe and orderly area for parade floats to assemble prior to the start of the parade at approximately 6:30 p.m. In addition, staff recommend the following areas be closed to street parking on Saturday, December 7, 2019 from 4:00 p.m. until 9:00 p.m., in order to provide for safe viewing areas from boulevards/sidewalks, and to ensure floats can move freely throughout the route and disperse at the end, as follows:

- Clarence Street, from the western limit of Steele Street, to the eastern limit of West Street;
- West Street, from the northern limit of Clarence Street, to the southern limit of Charlotte Street; and
- Charlotte Street, from the western limit of Elm Street, to the eastern limit of West Street.

The City's Operations Division will block off all parking stalls with pylons and provide waste receptacles along the parade route prior to the commencement of the parade. By-law staff will be required to remove and ticket vehicles as necessary that are inside the parade route during the time of the traffic and parking restrictions. Further, staff recommend temporary (barricaded) road closures to restrict vehicular traffic at intersections throughout the route, as follows:

- North and west intersections of Steele Street and Elgin Street;
- East intersection of Steele Street at Carter Street;
- East intersection of Steele Street at Park Street;
- East intersection of Steele Street at Tugboat Lane;
- West and south intersections of Steele Street and Clarence Street;
- North and south intersections of Fielden Avenue at Clarence Street;
- North and south intersections of Elm Street at Clarence Street;
- North and south intersections of Catharine Street at Clarence Street;
- North and south intersections of King Street at Clarence Street;
- North and east intersections of West Street at Clarence Street;
- South intersection of West Street at Charlotte Street;
- North and south intersections of King Street at Charlotte Street; and
- East and north intersections of Charlotte Street and Catharine Street.

The parade route is attached as Appendix "A". Road closures and parking restrictions are not applicable to ambulance, police and/or fire services vehicles or any other vehicles required in the case of an emergency, which may include public works, by-law, and public utility vehicles or vehicles authorized by permit only. Prior to the commencement of the parade, the City's roads crew will begin to close the above intersections with barricades starting at the high school. Once all intersections are closed, the parade will commence.

In order to facilitate the parade along West Street, closure of Bridge 21 will be required. Staff will communicate with the St. Lawrence Seaway Management Corporation Traffic Control Centre Supervisor, and provide the necessary details for the bridge closure.

The parade is scheduled to begin at 6:30 p.m., leaving Port Colborne High School on Elgin Street at Steele Street and continuing south on Steele Street. The parade will then turn left onto Clarence Street, travel east to West Street, then turn right onto West Street and then south to Charlotte Street. The parade will then turn right onto Charlotte Street and continue to travel west to Catharine Street where the parade entries will disperse. Traffic will be regulated with the assistance of Niagara Regional Police traffic services as a rolling closure, and once the last parade float followed by the police escort has passed, each temporary barricade will be removed by the City's roads crew. A media notice will be prepared and distributed notifying the community of the closures.

Staff/Stakeholder Comments:

Various City departments were engaged for comments during the report writing process. The departments include: By-law Enforcement Division, Fire & Emergency Services, Engineering & Operations, and Communications. None of the mentioned staff had any comments to add to the report.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

Council may choose to receive and file this report, effectively denying the request. This option is not recommended.

b) Other Options

Council may provide alternative direction regarding the parade and/or road closures and parking restrictions. This option is not recommended.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not applicable.

6) ATTACHMENTS

Appendix "A" – Annual Lighted Santa Claus Parade Route Map

7) RECOMMENDATION

1. That the road closures necessary for the Annual Lighted Santa Claus Parade on Saturday, December 7, 2019, as outlined in Community and Economic Development, Report 2019-158, be approved;
2. That the following roads be closed to general vehicular traffic and parking from 4:00 p.m. to 7:00 p.m. on Saturday, December 7, 2019, for the purpose of parade staging:
 - Fielden Avenue, from the southern limit of Killaly Street to the southern limit of Elgin Street; and
 - Elgin Street, from the western limit of Elm Street to the eastern limit of Steele Street; and
 - Fielden Avenue, at the western limit of Delhi Street.
3. That the following roads be closed for vehicular parking from 4:00 p.m. to 9:00 p.m. on Saturday, December 7, 2019, for the purpose of parade staging and to provide for a safe viewing area of the parade:
 - Clarence Street, from the western limit of Steele Street to the eastern limit of West Street;
 - West Street, from the northern limit of Clarence Street to the southern limit of Charlotte Street; and
 - Charlotte Street, from the western limit of Elm Street to the eastern limit of West Street.
4. That the following road intersections be temporarily closed (by barricade) beginning at 6:30 p.m. until 9:00 p.m. on Saturday, December 7, 2019, to restrict through traffic onto the parade route:

- North and west intersections of Steele Street and Elgin Street;
- East intersection of Steele Street at Carter Street;
- East intersection of Steele Street at Park Street;
- East intersection of Steele Street at Tugboat Lane;
- West and south intersections of Steel Street and Clarence Street;
- North and south intersections of Fielden Avenue at Clarence Street;
- North and south intersections of Elm Street at Clarence Street;
- North and south intersections of Catharine Street at Clarence Street;
- North and south intersections of King Street at Clarence Street;
- North and east intersections of West Street at Clarence Street;
- South intersection of West Street at Charlotte Street;
- North and south intersections of King Street at Charlotte Street; and
- East and north intersections of Charlotte Street and Catharine Street.

5. That emergency service vehicles, including ambulance, police and fire, as well as public works, public utility vehicles, and authorized permit vehicles be exempt from the above noted closures;
6. That Public Works staff deliver traffic barricades before the event at the predetermined locations, restrict access to the appropriate parking stalls and deliver waste receptacles along the Parade route;
7. That Public Works staff will block off all parking stalls along the parade route with pylons beginning at the time of the traffic and parking restrictions;
8. That By-law Enforcement staff ticket and remove vehicles as necessary along the parade route during the time of the traffic and parking restrictions closures.

8) SIGNATURES

Prepared on September 30, 2019 by:



Luke Rowe
Event Coordinator

Reviewed by:



Nicole Halasz
Manager of Parks and Recreation

Reviewed by:



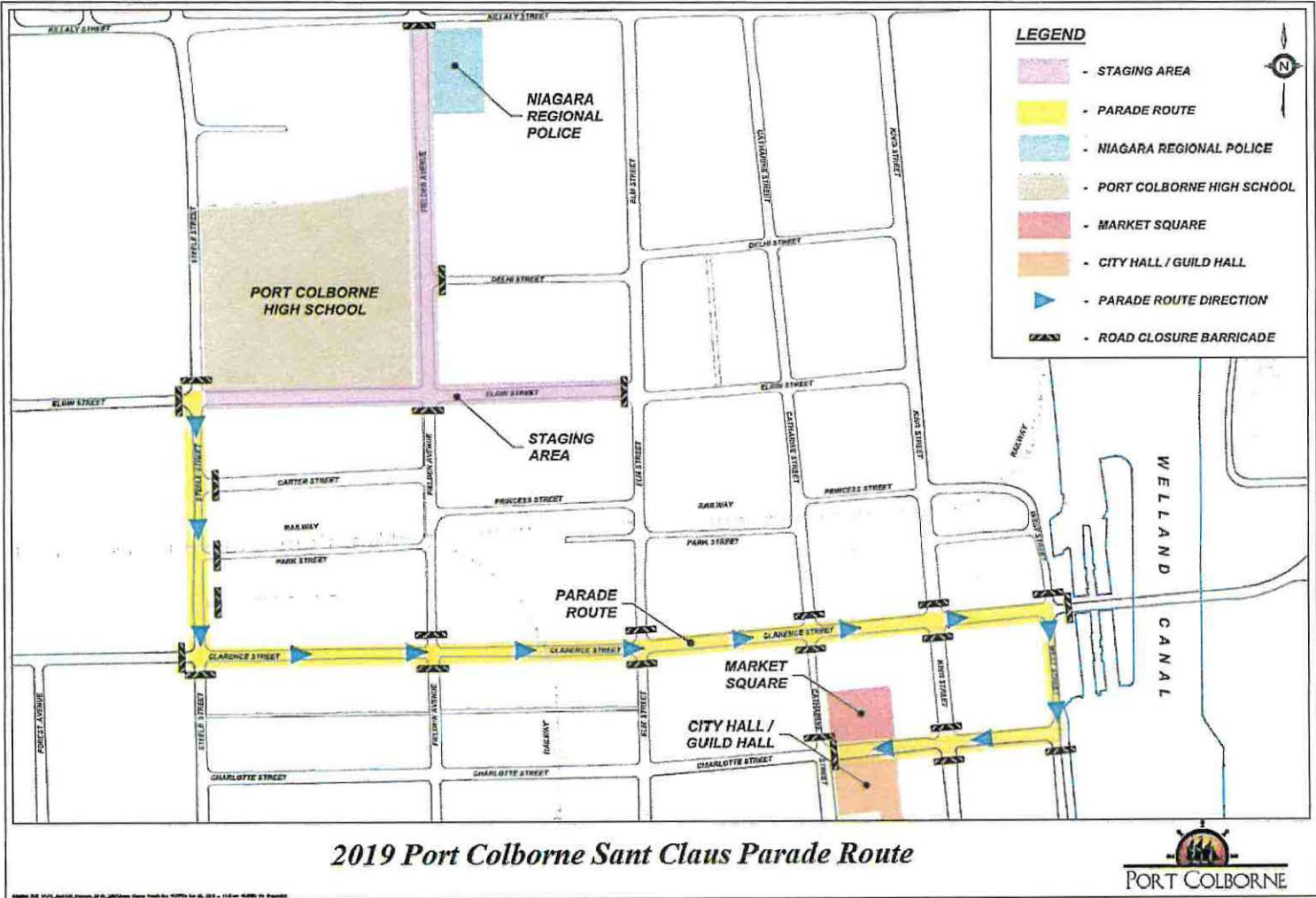
Ashley Grigg
Director of Community and Economic
Development

Reviewed and respectfully submitted by:



Peter Senese
Interim Chief Administrative Officer

**Appendix "A" to Community and Economic Development,
Parks and Recreation Division Report 2019-158 - Parade Route Map**



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November 1, 2019

CL 16-2019, September 19, 2019

DISTRIBUTION LIST

SENT ELECTRONICALLY

**Re: Actions & Resources to Join the Coalition of Inclusive Municipalities
Report CAO 14-2019**

Regional Council, at its meeting held on September 19, 2019, passed the following resolution:

That Report CAO 14-2019, dated September 19, 2019, respecting Actions & Resources to Join the Coalition of Inclusive Municipalities, **BE RECEIVED** and the following recommendations **BE APPROVED**:

1. That Council **RESOLVE** to join the Coalition of Inclusive Municipalities (CIM), formerly known as Canadian Coalition for Municipalities Against Racism and Discrimination (CCMARD) and **SIGN** a declaration to support the ten CIM commitments;
2. That staff **BE DIRECTED** to create supporting governance structures with internal and external stakeholders to advise on internal diversity, equity, and inclusion issues and support the creation of a Diversity, Equity, and Inclusion Action Plan;
3. That the dedicated resources required for developing the Diversity, Equity, and Inclusion Action Plan **BE REFERRED** for consideration as part of the 2020 budget process; and
4. That Report CAO 14-2019 **BE CIRCULATED** to all municipalities in the Coalition of Inclusive Municipalities, the local area municipalities and the Association of Municipalities of Ontario (AMO).

A copy of Report CAO 14-2019 is enclosed for your information.

Yours truly,



Ann-Marie Norio

Regional Clerk

CLK-C 2019-234

Distribution List:

Municipalities in the Coalition of Inclusive Municipalities

Niagara Region Local Area Municipalities

Association of Municipalities of Ontario

Subject: Actions & Resources to Join the Coalition of Inclusive Municipalities

Report to: Regional Council

Report date: Thursday, September 19, 2019

Recommendations

1. That Council **RESOLVE** to join the Coalition of Inclusive Municipalities (CIM), formerly known as Canadian Coalition for Municipalities Against Racism and Discrimination (CCMARD) and **SIGN** a declaration to support the ten CIM commitments; and
2. That staff **BE DIRECTED** to create supporting governance structures with internal and external stakeholders to advise on internal diversity, equity, and inclusion issues and support the creation of a Diversity, Equity, and Inclusion Action Plan; and
3. That the dedicated resources required for developing the Diversity, Equity, and Inclusion Action Plan **BE REFERRED** for consideration as part of the 2020 budget process.

Key Facts

- The purpose of this report is to outline the action and resources involved for Niagara Region to join the Coalition of Inclusive Municipalities, in response to the motion of Council (COM 14-2019) on May 16, 2019.
- In 2017, there were 21 hate crimes reported to police in Niagara, which was an increase from 11 in 2016. In London there were 26, Windsor had 19, Hamilton had 91 and was the second highest rate per 100,000 in Canada. In Canada the majority of hate crimes are motivated by race or ethnicity (45%), religion (35%), sexual orientation (11%).
- The population of Niagara is growing, as is the diversity of those coming to Niagara. According to the 2016 census, 8.9% of people in Niagara are a visible minority (38,810 individuals), up from 7.0% in 2011. There are 18,625 people (4.3%) in Niagara with North American Indigenous origins (First Nations, Inuit, or Métis). In 2011, there were 14,720 people (3.8%) with North American Indigenous origins.
- Recognizing the importance of attracting and retaining a diverse workforce for achieving economic prosperity, a Global Attractiveness project was undertaken under the previous Council Strategic Plan. The 2017 report outlined actions associated with three objectives (see Appendix 1):
 - Supporting community readiness
 - Marketing to migrants
 - Supporting retention programs

- A strategic marketing manager has been hired to address one of the objectives, however, work has not yet been able to progress for the other two objectives absent dedicated resources.
- There are 77 municipalities across Canada that have joined CIM, with 20 in Ontario, including City of Hamilton, City of London, and City of Windsor.
- Other municipalities that have supported CIM have resourced at least one FTE for developing and implementing an action plan, and/or up to one FTE support for advisory committees.

Financial Considerations

Based on the experiences of other municipalities in Canada, providing dedicated resources is crucial to realize Council-led action pursuant to joining CIM.

Dedicated resources are recommended for a two-year period in order to fulfill the requirements of joining the CIM. The annual operating impact is estimated at \$144,000, which includes one temporary non-union FTE dedicated for the duration of the project, student support, and funds for training, conferences, mileage and community engagement. We estimate a total project cost of \$288,000 over two years. If the recommendations in this report are approved, a business case will be submitted for consideration through the 2020 budget approval process. The financial implication of these resources would be equivalent to 0.04% of the levy.

This potential financial implication should be considered in context of new budget commitments previously endorsed by Council and new budget pressures outlined by staff, as summarized in the following table presented to Budget Review Committee to illustrate the potential levy impact estimated for the 2020 budget.

<i>Previously Identified Budget Commitments/Pressures</i>	<i>Council Report</i>	<i>Levy Amount (M\$)</i>	<i>Levy Increase %</i>
Suicide Prevention Initiative	PHD 8-2019	0.200	0.05%
Niagara Airports	CAO 04-2019	2.240	0.61%
Waterfront Investment Program – Base funding	CSD 40-2019	1.000	0.27%
Smarter Niagara Incentive Program – Base funding	CSD 40-2019	0.600	0.16%
Brock LINC request for funding	ED 9-2019	1.500	0.41%
Niagara Regional Transit - phase in cost	CSD 40-2019	6.213	1.70%
NRPS 2019 position hiring deferral	BRC-C 7-2019	0.706	0.19%
Long-Term Care Home Redevelopment capital funding	COM 32-2019	5.899	1.62%
GO Project - Station Operations	CSD 17-2019	1.410	0.39%

<i>Previously Identified Budget Commitments/Pressures</i>	<i>Council Report</i>	<i>Levy Amount (M\$)</i>	<i>Levy Increase %</i>
EMS Central Hub capital funding	CSD 40-2019	0.390	0.11%
Potential Budget Pressure To-date		\$20.158	5.51%

Analysis

Background

The Niagara Region Global Attractiveness Committee Report was submitted in February 2017, written by external consultants, Sarah Wayland and Huyen Dam, in conjunction with the internal Niagara Region Global Attractiveness Committee. The report outlined current immigration patterns, the attraction and retention factors in Niagara, and an action plan with three objectives:

1. To support community readiness to be a welcoming region through engagement and fostering collaboration with key stakeholders using tailored information and data.
2. To improve Niagara's existing marketing and migrant/immigrant focused literature and create new marketing to attract primary and secondary migration from within Canada and internationally.
3. To support further implementation of concrete programs that will retain immigrants and international students.

The objectives were supported by six tactics, and short, medium, and long term actions (see Appendix 1). A Strategic Marketing Manager was hired to address the second objective, however, work has not yet progressed on the other two objectives due to a lack of dedicated resources. Although these objectives focus on Niagara being a welcoming community, able to retain immigrants, it was not focused specifically on addressing discrimination and racism as in the CIM ten common commitments.

The Canadian Coalition Against Racism and Discrimination (CCMARD) was launched in 2004 as part of the International Coalition of Inclusive and Sustainable Cities (ICCAR) supported by the United Nations Educational, Scientific, and Cultural Organization (UNESCO). The name changed to Coalition of Inclusive Municipalities in 2019. Joining the Coalition and working actively towards the 10 commitments is beneficial for municipalities to be able to build respectful, inclusive and diverse societies, for the whole region, and specifically for newcomers, immigrants, refugees, Indigenous peoples, visible minorities, people with disabilities, and the LGBTQ2S+ community.

Additional benefits of joining CIM include access to a network of municipalities across the world to share best practices and resources, strengthening community partnerships,

involving diverse community stakeholders to understand their realities, and working together to form an Action Plan. Joining CIM can lead to increased accountability to citizens around issues of racism and discrimination, and increased trust, loyalty and respect towards the municipality, as the government works towards equity, inclusion, and appreciation of diversity in the community.

Creating an inclusive and diverse workforce and municipality leads to greater economic innovation and increased profitability. A 2018 report by McKinsey & Company called *Delivering through Diversity* described research conducted with 1,000 companies in 12 countries.¹ The research found that companies in the top-quartile for gender diversity on executive teams were 21% more likely to outperform on profitability and 27% more likely to have superior value creation. Companies in the top-quartile for ethnic/cultural diversity on executive teams were 33% more likely to have industry-leading profitability.

Focus groups and interviews with community partners and residents of Niagara conducted while developing the Public Health & Emergency Services Health Equity Strategic Plan found that discrimination based on race, gender, religion, sexuality, and other characteristics is experienced by people in multiple locations across the region. This results in negative health, social, and justice impacts for individuals and groups of people.² These negative results include physical harm as well as social or emotional impacts.² Studies have shown that when services have been withheld from people from certain populations due to stereotypes and misconceptions, has led to negative social and health outcomes and reluctance to access services when issues arise in the future.³ This applies not only for that individual, but for other family members as well. There is an over-representation of Indigenous peoples and visible minorities in many social services, including Family and Children's Services, the justice system, and in the homeless shelters.

Joining the Coalition

There are six steps to join the Coalition:

1. Prepare the case
2. Adopt a resolution to join
3. Sign the Declaration
4. Inform the Canadian Commission for UNESCO
5. Announce your involvement to local partners and residents
6. Agree to develop or adapt a unique plan of action

¹ Hunt V, Prince S, Dixon-Fyle S, & Yee L. (2018). *Delivering through Diversity*. McKinsey & Company.

² Paradies Y, Ben J, Denson N, Elias A, Priest N, Pieterse A, et al. (2015). Racism as a Determinant of Health: A Systematic Review and Meta-Analysis. *PLoS ONE* 10(9): e0138511.

<https://doi.org/10.1371/journal.pone.0138511>

³ Ben J, Cormack D, Harris R, & Paradies Y. (2017). Racism and health service utilisation: A systematic review and meta-analysis. *PLoS ONE* 12(12): e0189900. <https://doi.org/10.1371/journal.pone.0189900>

A summary of the ten Common Commitments grouped under three categories are listed in Appendix 2 with examples of current internal and external facing work from across the Regional departments and potential opportunities.

Other Municipal Action

There are 77 municipalities across Canada that have joined CIM, and 20 within Ontario. Here are some of the activities and resources of other similar municipalities.

Municipality	Committee	Action Plan	Staff Resources
Region of Peel	Diversity, Equity, and Anti-Racism Committee Seven members		Office of Culture and Inclusion – seven staff
City of Hamilton	Hamilton Committee Against Racism	Equity, Diversity, and Inclusion Plan (announced 2019)	Human Rights, Diversity and Inclusion Office – eight staff
City of London		Diversity and Inclusion Strategy (2015-2019)	One staff member (Coordinator, Government & External Relations)
City of Windsor	Diversity Committee Nine members		One staff (Diversity & Accessibility Advisor) – Clerks Office
Region of Waterloo (Not part of CIM)	Grand River Accessibility Advisory Committee (GRAAC) 12 members	Diversity, Equity and Inclusion Plan (2018-2022)	One staff member

Based on the learnings and experiences of other municipalities in Canada, we recommend dedicated personnel and operating costs. Personnel would coordinate the governance structures with internal and external stakeholders, and draft a Diversity, Equity, and Inclusion Action Plan.

Drafting the Action Plan would include conducting literature reviews, community engagement, and an environmental scan of best practices across Canada and internationally, as well as identifying needs, best practices, resources, and areas of focus for advancing a more inclusive Niagara that supports the ten CIM commitments.

Alternatives Reviewed

Staff considered waiting until the 2021 budget cycle to request dedicated resources for this initiative. This is not recommended as there are no staff that can be reassigned in the meantime to support the proposed governance structures. This alternative would result in the work towards the commitments and action plan to progress slower, with an action plan not being created until 2021-2022.

A second alternative considered was for potential FTE support through the Community Safety and Well-Being (CSWB) Plan. There is potential alignment between the CSWB Plan and the CIM recommendations for some aspects of the two projects, however, this would require the community consultations to identify diversity, equity, and/or inclusion as a key issue. This option is dependent on many variable factors, and does not offer committed support for CIM.

A third alternative considered was to hire a consultant to conduct research and draft an Action Plan. However, this would still require FTE support in directing the consultant, and would not be able to provide sustainable support to the internal Task Force or the Advisory Committee. A consultant would also not be able to develop and sustain quality internal and external stakeholder relationships that are important for this work.

A final alternative considered was leveraging existing resources by repurposing a current position. This option is not recommended, as there are no staff available for reallocation without significant impact on core Region operations or other strategic priorities.

Relationship to Council Strategic Priorities

Supporting Business and Economic Growth, which works towards a coordinated approach to fostering economic growth in Niagara. Research has shown that culturally diverse regions are more innovative and economically prosperous.

Healthy and Vibrant Community, specifically with objective 2.1: Enhancing Community Wellbeing with the intended outcome to foster a safe and inclusive community. Council will contribute to creating a healthy and vibrant community through advancing the ten commitments, which include monitoring and taking action against racism and discrimination in the region, supporting people who experience racism and discrimination, as well as the police as they combat racism and discrimination.

Sustainable and Engaging Government, through committing to high quality, efficient, fiscally sustainable and coordinated services. Creating an inclusive, equitable, and diverse region will enhance Council's ability to provide customer focused services, demonstrates a value to continuous improvement, collaboration and innovation, and be inclusive through reaching and maximizing the assets of all members of the community.

Other Pertinent Reports

- [COM 14-2019](#) - Canadian Coalition of Municipalities Against Racism and Discrimination (CCMARD)
- [CAO 08-2019](#) - Community Safety and Well-Being Plan
- [CWCD 70-2017](#) - Global Attractiveness Committee Report

Prepared by:

Cassandra Ogunniyi
Strategic and Health Equity Initiatives
Coordinator
Public Health and Emergency Services

Recommended by:

M. Mustafa Hirji, MD MPH RCPC
Medical Officer of Health/Commissioner
(Acting)
Public Health and Emergency Services

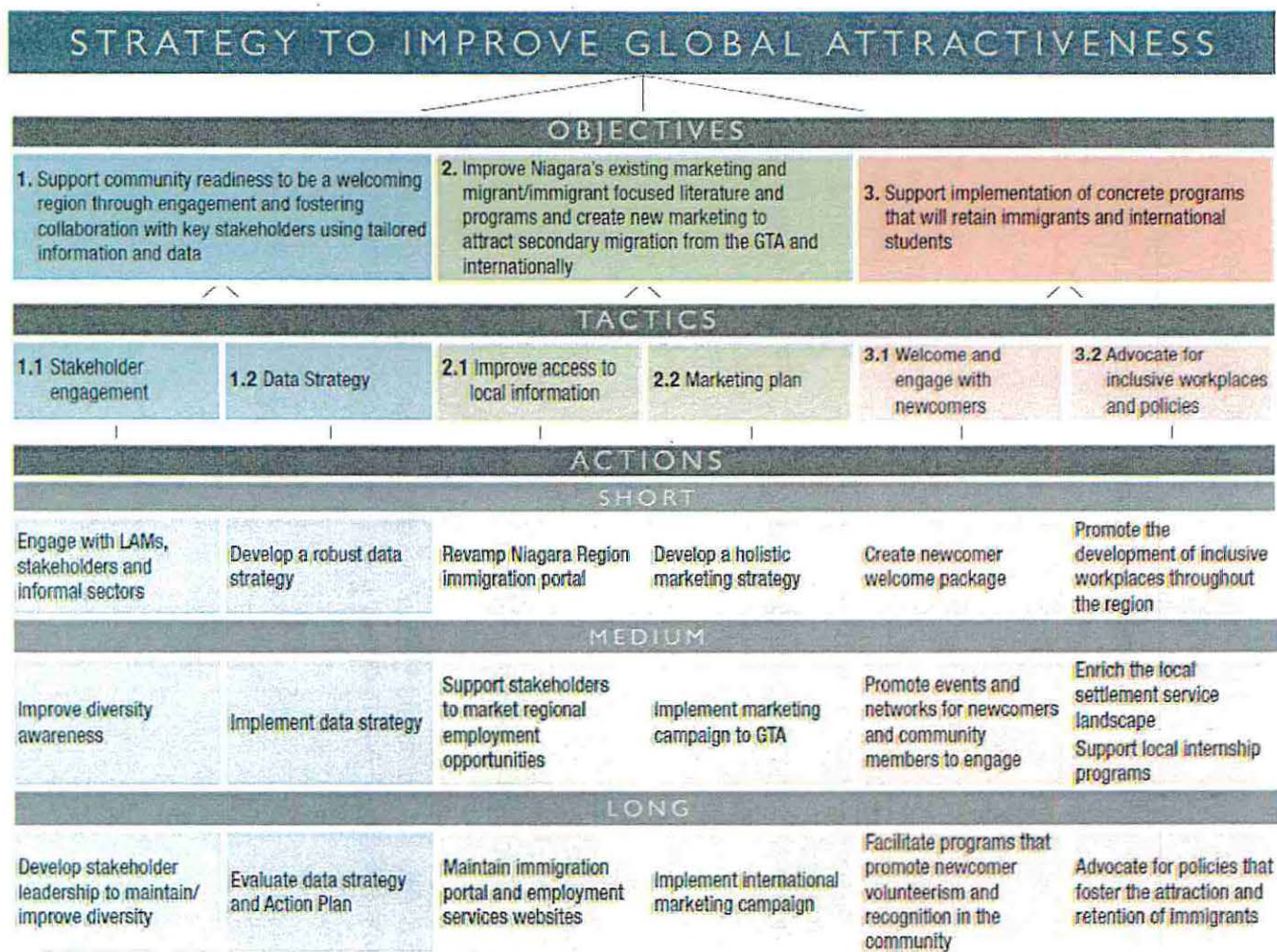
Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer

This report was prepared in consultation with Farzana Crocco, Strategic Marketing Manager; Sandy Dupuis, Corporate Performance Specialist; Donovan D'Amboise, Manager, Program Financial Support, and reviewed by Dr. Andrea Feller, Associate Medical Officer of Health.

Appendices

Appendix 1 Global Attractiveness Action Plan



Appendix 2 CIM Commitments - Current and Potential Future Activities

The municipality as a guardian of the public interest

1. Increase vigilance against systemic and individual racism and discrimination.

Current Internal Activities: HR policies

Potential Opportunities: Establish an external consultation or advisory committee

2. Monitor racism and discrimination in the community more broadly as well as municipal actions taken to address racism and discrimination.

Current Activities: None

Potential Opportunities: Report on the incidence of hate crimes, racism, and discrimination, as well as the responses taken, including areas such as housing, recreation, health, and other social programs

3. Inform and support individuals who experience racism and discrimination.

Current Internal Activities: HR Policies

Potential Opportunities: Use awareness materials and campaigns to inform citizens about their rights and obligations, including available resources and mechanisms for prevention and redress, as well as penalties for racist acts or behaviour and other forms of discrimination

4. Support policing services in their efforts to be exemplary institutions in combating racism and discrimination.

Potential Opportunities: Consult with local communities to hear concerns and receive input on responsive measures. Establish or enhance a comprehensive anti-racism and anti-discrimination vision statement and implement effective policies and procedures (including a complaints mechanism), as well as staff training to help prevent and respond to issues of racism and discrimination in policing services and in the community.

The municipality as an organization in the fulfillment of human rights

5. Provide equal opportunities as a municipal employer, service provider, and contractor.

Current Internal Activities: HR Policies

Current External Activities: Support Social Procurement

Potential Opportunities: Examine equity at a systemic level, such as auditing different aspects of the municipality's operations, including corporate planning, policy and program development, and procedures and practices with respect to employment, service delivery and contracting, as well as organizational culture; take steps to eliminate barriers; and finally, measure progress. Educate and sensitize elected officials and civil servants on mutual respect, citizenship and the obligation to protect and promote human rights.

6. Support measures to promote equity in the labour market.

Current Internal Activities: Corporate Diversity Training

Current External Activities: SAEO Employment Services, Bend the Curve

Potential Opportunities: In partnership with local chambers of commerce, set up a certification program for businesses, organizations, and professional bodies to integrate mechanisms into their own organizations for combating racism and building inclusive and respectful workplaces. Facilitate monitoring and removal of systemic barriers that impede fair and equitable access for full participation of Aboriginal and racialized communities in the economic life of the municipality, as well as access to professions and trades for foreign trained professionals.

7. Support measures to challenge racism and discrimination and promote diversity and equal opportunity in housing.

Current External Activities: 10 Year Housing and Homelessness Action Plan, Niagara Housing Statement

Potential Opportunities: Work with landlords and social housing providers, with the assistance of tenant associations and community organizations, including legal clinics, to adopt equitable policies and practices with respect to qualifying applicants and selecting tenants for market rent units consistent with human rights principles. Work with homebuilder, realtor, rental, hotel, tourist and hospitality associations to draw up anti-discrimination codes of practice for their respective industry businesses and organizations.

The municipality as a community sharing responsibility for respecting and promoting human rights and diversity

8. Involve citizens by giving them a voice in anti-racism initiatives and decision-making.

Current Internal and External Activities: Accessibility Advisory Committee, Lived Experience Advisory - homelessness, Mental Health Client Advisory, Youth Advisory Committee (YAC), Lived Experience Advisory Network (LEAN) - poverty, Council Strategic Plan (Shape Niagara)

Potential Opportunities: Take steps to facilitate and increase the representation of Aboriginal and racialized communities on municipal boards, commissions and committees. Organize regular community forums in collaboration with existing organizations and mechanisms in order to offer citizens an opportunity to discuss and be heard on issues of racism and discrimination in the municipality, including effectiveness of local policies and programs

9. Support measures to challenge racism and discrimination and promote diversity and equal opportunity in the education sector, and in other forms of learning

Current Internal Activities: Public Health – Indigenous Cultural Safety Training

Current External Activities: SAEO – Local Immigration Partnership (LIP)

Potential Opportunities: Support partnerships between educators and front-line community organizations to reach out to vulnerable youth whose access to education is adversely affected by bullying and violence or discriminatory discipline policies or practices. Create a program to recognize schools for their anti-racism and anti-discrimination initiatives.

10. Promote respect, understanding and appreciation of cultural diversity and the inclusion of Aboriginal and racialized communities into the cultural fabric of the municipality.

Current Internal Activities: Public Health - Indigenous Cultural Safety Training, Public Health - Health Equity Strategic Plan, Seniors Services and Community Programs – Diversity and Inclusivity Committee, Diversity Calendar for new International Plaza and Civic Park

Current External Activities: SAEO - LIP, 10 Year Housing and Homelessness Action Plan, Indigenous Community Engagement Consultant, Overdose Prevention and Education Network of Niagara (OPENN), Public Health - Health Equity Strategic Plan, Economic Development marketing and promotion of Niagara, Diversity Calendar for new International Plaza and Civic Park

Potential Opportunities: Support initiatives that increase expertise and capacity within ethno-cultural organizations to effect change in their communities and enable their members to participate fully in society. Promote awareness of the fact that integration of a community's cultural fabric, together with its economic, educational, social and security interests, strengthens and benefits the whole community.

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November 1, 2019

CL 18-2019, October 17, 2019

DISTRIBUTION LIST

SENT ELECTRONICALLY

Re: Proposed Cuts to Legal Aid Ontario Budget

Regional Council, at its meeting held on October 17, 2019, passed the following resolution:

WHEREAS the Niagara Community Legal Clinic is a not-for-profit agency providing access to justice and vital service to low-income Niagara citizens in civil law matters, including landlord-tenant disputes, Ontario Disability Support Payment (ODSP) appeals, pension appeals, workplace injury/WSIB compensation, consumer law protection, refugee assistance, migrant worker support, human rights law, power of attorney matters, and wills and estates for low-income seniors;

WHEREAS the Niagara Community Legal Clinic is funded by Legal Aid Ontario, an arm's-length agency of the Ministry of the Attorney General for Ontario, which (in addition to funding the province's legal clinics) provides much-needed support to low-income people in matters of family law, refugee law, and criminal law;

WHEREAS the two historic Niagara legal clinics – Justice Niagara, founded in 1978, and Niagara North Community Legal Assistance, founded in 1982 – merged on January 1, 2019, to form the Niagara Community Legal Clinic;

WHEREAS Legal Aid funding saves money in the overall justice system budget, in light of the evidence that the cases of self-represented parties (i.e., parties without Legal Aid support) consume significantly greater amounts of expensive court time and/or tribunal time; and

WHEREAS the Province cut approximately \$70 million from the Legal Aid Ontario budget in 2019, with approximately \$14.5 million of that being cut from the legal clinic system, and has indicated an intention to cut an additional \$17.3 million from the LAO budget in 2020:

NOW THEREFORE BE IT RESOLVED:

1. That Regional Chair Jim Bradley **BE DIRECTED** to send a letter to Ontario Attorney General Doug Downey, on behalf of Regional Council, reading as follows:

“The Region of Niagara is grateful for the work of the Niagara Community Legal Clinic, whose professionals provide meaningful access to justice for low-income people in Niagara. In light of the deep challenges Niagara faces in terms of poverty and lack of sufficient affordable housing, the services that the Niagara Community Legal Clinic provides are truly vital to our community.

It has come to our attention that the Province has proposed additional cuts to the budget of Legal Aid Ontario (LAO), the Niagara clinic's funder, to be implemented in 2020. Because our Council deeply values the work of our Niagara Community Legal Clinic, and the supports that LAO provides to citizens facing challenges in family law, criminal law, and refugee law, we request that you not implement any additional cuts to the LAO budget. We also ask that you re-invest in the Legal Aid and clinic systems, so as to address the many barriers to access to justice that our citizens face.

Thank you for your consideration.”

2. That this motion and the Chair's letter **BE CIRCULATED** to municipalities throughout Ontario and the Association of Municipalities of Ontario.

Yours truly,



Ann-Marie Norio
Regional Clerk

CLK-C 2019-245

Distribution List:

All Municipalities in Ontario
Association of Municipalities of Ontario



Office of the Regional Chair | Jim Bradley

1815 Sir Isaac Brock Way, PO Box 1042 Thorold, ON L2V 4T7

Telephone: 905-980-6000 Toll-free: 1-800-263-7215 Fax: 905-685-6243

Email: jim.bradley@niagararegion.ca

www.niagararegion.ca

October 21, 2019

The Honourable Doug Downey, Attorney General of Ontario
Ministry of the Attorney General
McMurtry-Scott Building
720 Bay Street, 11th Floor
Toronto, ON M7A 2S9

Dear Attorney General Downey,

The Region of Niagara is grateful for the work of the Niagara Community Legal Clinic, whose professionals provide meaningful access to justice for low-income people in Niagara. In light of the deep challenges Niagara faces in terms of poverty and lack of sufficient affordable housing, the services that the Niagara Community Legal Clinic provides are truly vital to our community.

It has come to our attention that the Province has proposed additional cuts to the budget of Legal Aid Ontario (LAO), the Niagara clinic's funder, to be implemented in 2020. Because our Council deeply values the work of our Niagara Community Legal Clinic, and the supports that LAO provides to citizens facing challenges in family law, criminal law, and refugee law, we request that you not implement any additional cuts to the LAO budget. We also ask that you re-invest in the Legal Aid and clinic systems, so as to address the many barriers to access to justice that our citizens face.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Jim Bradley".

Jim Bradley, Chair
Niagara Region

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Community Services

Legislative Services

City of Port Colborne
RECEIVED
OCT 23 2019
CORPORATE SERVICES
DEPARTMENT

October 23, 2019
File No. 120204

Sent via email: amberlapointe@portcolborne.ca

Mayor and Members of Council
City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8

Dear Mayor and Members of Council:

Re: Port Colborne Quarry and the Aquifer through Fort Erie

The Municipal Council of the Town of Fort Erie at its meeting of October 21, 2019 passed the following resolution:

Whereas there are concerned citizens in the Town of Fort Erie regarding the quarry remediation project in our neighbouring municipality of Port Colborne, and

Whereas that concern centres around the potential impacts and risks to the aquifer, now or in the future, and

Whereas according to Ministry of the Environment, Conservation and Parks Water Well Information System, there are approximately 1,100 private water wells in the Town of Fort Erie, of which 75% are used for domestic purposes, including human and livestock consumption, and

Whereas By-law No. 201-96, as amended, regulates the placing of fill and site alterations on lands within the Town of Fort Erie, and

Whereas the quarry remediation project lies within the jurisdiction of the City of Port Colborne but the aquifer provides water for those using wells in Fort Erie and other parts of Niagara;

Now therefore be it resolved,

That: The Municipal Council of the Town of Fort Erie directs staff to continue to collaborate with officials in the City of Port Colborne on the quarry remediation project, and further

.../2

Mailing Address:

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterie.ca

That: The Municipal Council of the Town of Fort Erie supports the protection of our water and natural heritage, which are included in Council's 2018-2022 Corporate Strategic Plan as Council priorities, and further

That: The Municipal Council of the Town of Fort Erie requires the protection of water in the aquifer from contamination as the result of any remediation of Pit One owned by the Port Colborne Quarries, and further

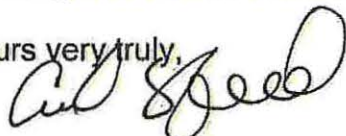
That: The Municipal Council of the Town of Fort Erie requests the City of Port Colborne and the Ministry of the Environment, Conservation and Parks to continue to follow or establish protocols that will take into consideration potential impacts to neighbouring municipalities, and further

That: The Municipal Council of the Town of Fort Erie requests the City of Port Colborne and the Ministry of the Environment, Conservation and Parks to continue that process in a way that is open and transparent to the public, and further

That: This resolution be circulated to the Municipal Council of the City of Port Colborne, all other municipalities within The Regional Municipality of Niagara, The Regional Municipality of Niagara, the Honourable Jeff Yurek, Minister of the Environment, Conservation and Parks, and The Honourable Doug Ford, Premier of Ontario.

Trusting this information will be of assistance to you.

Yours very truly,



Carol Schofield, Dipl.M.A.
Manager, Legislative Services/Clerk
cschofield@forterie.ca

CS:dlk

c.c. Niagara Local Area Municipalities *Sent via email*
Ann-Marie Norio, Regional Clerk, Niagara Region *Sent via email: ann-marie.norio@niagararegion.ca*
The Honourable Jeff Yurek, Minister of the Environment, Conservation and Parks *Sent via email: jeff.yurek@pc.ola.org*
The Honourable Doug Ford, Premier of Ontario *Sent via email: premier@ontario.ca*



The City of Niagara Falls, Ontario

Resolution

October 22, 2019

No. 9

Moved by: Councillor Vince Kerrio

Seconded by: Councillor Wayne Campbell

WHEREAS distracted drivers continue to be the major cause of traffic accidents and fatalities throughout Ontario; and

WHEREAS school children loading and unloading on school buses continue to be the most vulnerable to distracted drivers; and

WHEREAS Bill 174, adopted by the Province of Ontario in December 2017 includes school bus camera legislation; and

WHEREAS as a result of adopting Bill 174, the Ministry of Transportation of Ontario (MTO) is required to produce regulations within the Highway Traffic Act in order for municipalities to implement school bus stop-arm technology; and

WHEREAS it is imperative Niagara have a say in how to best expedite legislation and implement effective, realistic protocols that ensure every child boarding or exiting a school bus in Niagara is safe;

THEREFORE BE IT RESOLVED that Niagara Region Council direct staff to generate a report to be returned to Council by the last week of November, 2019 that addresses the Province's request that municipalities:

- Identify the preferred technology Niagara Region would like to use
- Identify the method of procurement Niagara Region would utilize in order to acquire and implement the needed equipment, with feedback from all Niagara School Boards (DSBN/ NCDSB/ CSV/ CSC), bus carrier (NSTS) and school bus camera technology partners
- Identify options that would allow Niagara Region to enter in to an agreement with the Province and school bus technology vendor

- Identify the framework for the set up for enforcement and the processing of offence notices complete with funding options and opportunities
- That fines be reviewed and possibly be increased as a deterrent.

AND FURTHER that a copy of this resolution be sent to all Local Area Municipalities within Niagara.

AND The Seal of the Corporation be hereto affixed.

Carried



**WILLIAM G. MATSON
CITY CLERK**



**JAMES M. DIODATI
MAYOR**



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

City of Port Colborne
RECEIVED

OCT 25 2019

**CORPORATE SERVICES
DEPARTMENT**

SENT VIA EMAIL

October 25, 2019

The Honourable Doug Ford, Premier
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford:

RE: LOCAL HEALTH CARE SERVICES

At its Regular Meeting held on October 15, 2019 Council of the Town of Kingsville passed the following Resolution:

"533-2019

Moved By Councillor Kimberly DeYong

Seconded By Councillor Larry Patterson

WHEREAS public health care consistently ranks as the top priority in public opinion polls, and;

WHEREAS Public Health provides vital health promotion and prevention services based on the unique demographic and economic, social, and cultural needs of our communities; and;

WHEREAS the evidence from hospital amalgamation in Ontario and across Canada is that they have cost billions of dollars and have not yielded the promised administrative savings but have taken money away from frontline care, and;

WHEREAS there is no evidence to support the proposed closure of 25 out of 35 local Public Health Units, the closure of 12 of 22 local ambulance dispatch centres, and the closure of 49 out of 59 local ambulance services, and;

WHEREAS there is a deep consensus among virtually all stakeholders that increasing acuity in our long-term care homes requires additional staff and resources, not

cancellation of the two special funds and real dollar cuts to per diem funding of our long-term care homes, and;

WHEREAS our local hospitals have been downsized for an entire generation and cannot meet population needs while sustaining real dollar cuts to hospital global budgets.

THEREFORE BE IT RESOLVED:

That The Corporation of the Town of Kingsville calls upon the Ontario government to halt the closures of, mergers of, and cuts to our local health care services including Public Health Units, land ambulance services, hospitals and long-term care homes and the Town of Kingsville forward this resolution to all municipalities in the Province of Ontario.”

Yours very truly,



Jennifer Astrologo, B.H.K. (Hons), LL.B.
Director of Corporate Services/Clerk
Corporate Services Department
jastrologo@kingsville.ca

cc: Association of Municipalities of Ontario (AMO)
cc: All Ontario Municipalities
cc: Taras Natyshak, MPP
cc: Windsor-Essex County Health Unit

**City of Port Colborne
Regular Committee of the Whole Meeting 26-19
Minutes**

- Date:** October 28, 2019
- Time:** 6:30 p.m.
- Place:** Council Chambers, Municipal Offices, 66 Charlotte Street, Port Colborne
- Members Present:** M. Bagu, Councillor
E. Beauregard, Councillor
R. Bodner, Councillor
G. Bruno, Councillor
F. Danch, Councillor
A. Desmarais, Councillor
D. Kalailieff, Councillor
W. Steele, Mayor (presiding officer)
H. Wells, Councillor
- Staff Present:** D. Aquilina, Director of Planning and Development
B. Garrett, Director of Corporate Services
A. LaPointe, Manager of Legislative Services/City Clerk
C. Lee, Acting Chief Administrative Officer
L. Nelson, EAA to the Director of Corporate Services (minutes)

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

1. Call to Order:

Mayor Steele called the meeting to order.

2. National Anthem

Those in attendance stood for O Canada.

3. Introduction of Addendum Items:

Nil.

4. Confirmation of Agenda:

Moved by Councillor H. Wells
Seconded by Councillor G. Bruno

That the agenda dated October 28, 2019 be confirmed, as circulated or as amended.

CARRIED.

5. Disclosures of Interest:

Councillor Wells declared a pecuniary interest regarding item 5. Councillor Wells refrained from discussing or voting on item 5.

6. Adoption of Minutes:**(a) Regular meeting of Committee of the Whole 25-19, held on October 15, 2019.**

Moved by Councillor F. Danch
Seconded by Councillor E. Beauregard

That the minutes of the regular meeting of the Committee of the Whole 25-19, held on October 15, 2019, be approved as presented.

CARRIED.

7. Determination of Items Requiring Separate Discussion:

The following items were identified for separate discussion:

Items 2, 3, 4, 5, 6, and 7.

8. Approval of Items Not Requiring Separate Discussion:

Moved by Councillor A. Desmarais
Seconded by Councillor M. Bagu

That items 1 to 9 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. Chief Administrative Officer Department, Report 2019-160, Subject: Memorandum of Understanding – Procurement of Goods and Services**

Committee of the Whole recommends:

That Council ratify the Memorandum of Understanding attached as Appendix "A" to Chief Administrative Officer's Department Report 2019-160.

8. Pierre Ranger, Chair of the Let's Remember Adam – STOP FOR THE SCHOOL BUS Committee Re: National School Bus Safety Week and Stop Arm Cameras

Committee of the Whole recommends:

That the correspondence received from Pierre Ranger, Chair of the Let's Remember Adam – STOP FOR THE SCHOOL BUS Committee Re: National School Bus Safety Week and Stop Arm Cameras, be received for information.

9. **City of St. Catharines Re: Menstrual Products in City Facilities**

Committee of the Whole recommends:

The the resolution received from the City of St. Catharines Re: Menstrual Products in City Facilities, be received for information.
CARRIED.

9. **Presentations:**

Nil.

10. **Delegations:**

(a) **Janet Handy, Executive Director of the Kristen French Child Advocacy Centre Niagara Re: Information about the Kristen French Advocacy Centre and what the Centre is looking to for the Future**

Janet Handy, Executive Director of the Kristen French Child Advocacy Centre Niagara provided a presentation with respect to the programs and services offered by the Kristen French Child Advocacy Centre Niagara. A copy of the presentation is attached.

11. **Mayor's Report:**

A copy of the Mayor's Report is attached.

12. **Regional Councillor's Report:**

Councillor Butters reported that the Niagara Region is conducting curbside branch removal October 28 to November 22. Branches must be tied in bundles no longer than 1.5 metres or 5 feet long, and no heavier than 22.7 kilograms or 50 pounds. Councillor Butters noted that it is flu season and encouraged residents to call Public Health to make an appointment and get a flu shot. Councillor Butters reported that the Province has decided against amalgamation. Councillor Butters also attended the Taste of Port Colborne event and noted that the event was very good.

13. **Councillors' Items:**

(a) **Centennial Park (Wells)**

Councillor Wells asked that the ruts in Centennial Park be levelled off.

(b) Concession 2 and Highway 140 Piles of Asphalt (Wells)

Councillor Wells had a concern about piles of asphalt and stone on Concession 2 and Highway 140. Councillor Wells followed up with the City and was notified that the roadway is being refurbished at that location.

(c) Sherkston Halloween (Wells)

Councillor Wells noted that the Sherkston Halloween event was well attended.

(d) Amelia Street South Side (Desmarais)

Councillor Desmarais requested that the Director of Engineering and Operations have staff look at the Amelia Street south side sidewalk as someone fell off a scooter due to the large drop in the pavement.

(e) Road Patches (Bagu)

Councillor Bagu noted that he has received several complaints about the road patches around the City. The Director of Engineering and Operations said that there will be repairs made in the last two weeks of November.

(f) Council Chambers Podium (Bruno)

Councillor Bruno inquired about having the podium in Council Chambers included in the renovations for the first floor. Councillor Bruno suggested a new podium that can be adjusted for height and that would be more easily accessible for standing and sitting.

(g) Lighting Issues West Street and Charlotte Street (Kalailieff)

Councillor Kalailieff asked for an update regarding lighting on West Street and Charlotte Street. The Director of Engineering and Operations gave a brief update to the ongoing repairs to lighting on both streets.

(h) Communities that Bloom Workshop (Kalailieff)

Councillor Kalailieff attended the Communities that Bloom workshop which can be used to promote our community. Councillor Kalailieff suggested that the Director of Communities that Bloom come in and do a presentation to Council and staff.

(i) Crimestoppers Niagara (Kalailieff)

Councillor Kalailieff presented a gift and a Certificate of Recognition to the Mayor from Crimestoppers Niagara.

(j) High Wind Water Event October 27 (Bodner)

Councillor Bodner thanked staff for their work on the high water event which occurred on Sunday, October 27.

(k) Sherkston Community Centre (Bodner)

Councillor Bodner noted that the Sherkston Community Centre has built a new cabinet for storing memorabilia from the Sherkston School. Councillor Bodner requested that if anyone has memorabilia from the school that they would like to donate or loan to the display, please contact the Sherkston Community Centre.

Staff responses to Councillors' enquiries:

Nil.

14. Consideration of Items Requiring Separate Discussion: Re-order items**2. Engineering and Operations Department, Engineering Division, Report 2019-142, Subject: Oil Mill Creek Municipal Drain – Appointment of Engineer**

Moved by Councillor M. Bagu
Seconded by Councillor R. Bodner

That the Council of the City of Port Colborne receives Report 2019-142 with respect to the Oil Mill Creek Drain Engineer Appointment as information; and

That Paul Marsh P. Eng. Of EWA Engineering Ltd. be appointed under Section 8 of the Drainage Act, Chapter D.17 R.S.O. 1990 for the preparation of a new engineer's report under Section 78 of the Drainage Act, Chapter D.17 R.S.O. 1990, related to the Oil Mill Creek Drain.

CARRIED.

3. Engineering and Operations Department, Engineering Division, Report 2019-143, Subject: Point Abino Municipal Drain – Appointment of Engineer

Moved by Councillor M. Bagu
Seconded by Councillor H. Wells

That the Council of the City of Port Colborne receives Report 2019-143 with respect to Point Abino Drain Engineer Appointment as information; and

That Paul Marsh P. Eng. Of EWA Engineering Ltd. be appointed under Section 8 of the Drainage Act, Chapter D.17 R.S.O. 1990 for the preparation of a new engineer's report under Section 78 of the Drainage Act, Chapter D.17 R.S.O. 1990, related to the Point Abino Municipal Drain.

CARRIED.

4. Engineering and Operations Department, Engineering Division, Report 2019-156, Subject: Biederman Municipal Drain – Appointment of Engineer

Moved by Councillor M. Bagu
Seconded by Councillor H. Wells

That the Council of the City of Port Colborne receives Report 2019-156 with respect to Biederman Drain Engineer Appointment as information; and

That Brandon Widner P. Eng. Of Spriet Associates Engineers and Architects. be appointed under Section 8 of the Drainage Act, Chapter D.17 R.S.O. 1990 for the preparation of a new engineer's report under Section 78 of the Drainage Act, Chapter D.17 R.S.O. 1990, related to the Biederman Municipal Drain.

CARRIED.

5. Planning and Development Department, Report 2019-155, Subject: Planning Budget Tasks

Moved by Councillor G. Bruno
Seconded by Councillor E. Beauregard

That Council authorize \$75,000 to be allocated to the Planning and Development Department for Consulting Services and included in the 2020 budget process.

Moved in amendment by Councillor G. Bruno
Seconded by Councillor E. Beauregard

That the main motion be amended by replacing the words "included in the 2020 budget process" with "be taken from 2019 reserve funds".

CARRIED.

Moved in amendment by Councillor R. Bodner
Seconded by Councillor E. Beauregard

That the main motion be amended to include the following as a second paragraph: That the Director of Planning and Development hold an open house for the removal of topsoil and placement of fill by-law.

CARRIED.

The vote was then called on the main motion, as amended, as follows:

That Council authorize \$75,000 to be allocated to the Planning and Development Department for Consulting Services and be taken from 2019 reserve funds; and

That the main motion be amended to include the following as a second paragraph: That the Director of Planning and Development hold an open house for the removal of topsoil and placement of fill by-law.

CARRIED.

6. Planning and Development Department, Report 2019-146, Subject: Background Study and Development Charges By-law Update

Moved by Councillor G. Bruno

Seconded by Councillor A. Desmarais

That Council approve Option 1 as described in Planning and Development Department Report 2019-146; and

That the proposed Development Charges By-law attached as Appendix C to Planning and Development Department Report 2019-146 be brought forward for approval; and

That staff be directed to prepare the Notice of passing in accordance with the Development Charges Act.

Moved in amendment by Councillor G. Bruno

Seconded by Councillor A. Desmarais

That the main motion be amended to replace the second paragraph with the following:

That Council approves the Development Charges implementations as follows:

1. Infill housing – deferral of all development charges for 5 years.
2. Multiple unit residential (including condominiums) – no development charges for the first 3 years; year 4 50%; year 5 100%.
3. Sub-division/new development – 20% of development charges in first year; 40% year 2; 60% year 3; 80% year 4; 100% year 5.
4. Commercial, Industrial, and institutional – no development charges for the first 3 years; year 4 50%; year 5 100%.
5. Brownfield Development – deferral of all development charges for 5 years;

CARRIED.

The vote was then called on the main motion, as amended, as follows:

That Council receives Planning and Development Department Report 2019-146, Background Study and Development Charges By-law Update for information;

That Council approves the Development Charges implementations as follows:

1. Infill housing – deferral of all development charges for 5 years.

2. Multiple unit residential (including condominiums) – no development charges for the first 3 years; year 4 50%; year 5 100%.
3. Sub-division/new development – 20% of development charges in first year; 40% year 2; 60% year 3; 80% year 4; 100% year 5.
4. Commercial, Industrial, and institutional – no development charges for the first 3 years; year 4 50%; year 5 100%.
5. Brownfield Development – deferral of all development charges for 5 years;

That the updated Development Charges By-law be brought forward for approval at Council; and

That staff be directed to prepare the Notice of passing in accordance with the Development Charges Act.

CARRIED.

7. Memorandum from the Economic Development Advisory Committee Re: Development Charges

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

That the memorandum received from the Economic Development Advisory Committee Re: Development Charges be received for information; and

That the following motion be considered by Council when reviewing the Development Charges Bylaw:

That the Economic Development Advisory Committee recommends to the Council of The Corporation of the City of Port Colborne that Development Charges be implemented as follows:

1. Infill housing – deferral of all development charges for 5 years.
2. Multiple unit residential (including condominiums) – no development charges for the first 3 years; year 4 50%; year 5 100%.
3. Sub-division/new development – 20% of development charges in first year; 40% year 2; 60% year 3; 80% year 4; 100% year 5.
4. Commercial and Industrial- no development charges for the first 3 years; year 4 50%; year 5 100%.
5. Brownfield Development – deferral of all development charges for 5 years.

That the City impose a vacancy tax on land that is approved for development which remains undeveloped for a period as recommended by city staff.

CARRIED.

15. Notice of Motion:

Nil.

16. **Adjournment:**

Moved by Councillor E. Beauregard
Seconded by Councillor F. Danch

That the Committee of the Whole meeting be adjourned at approximately
7:45 p.m.
CARRIED.

AL/ln



Kristen French
Child Advocacy
Centre Niagara

A SAFE PLACE

TO HELP,

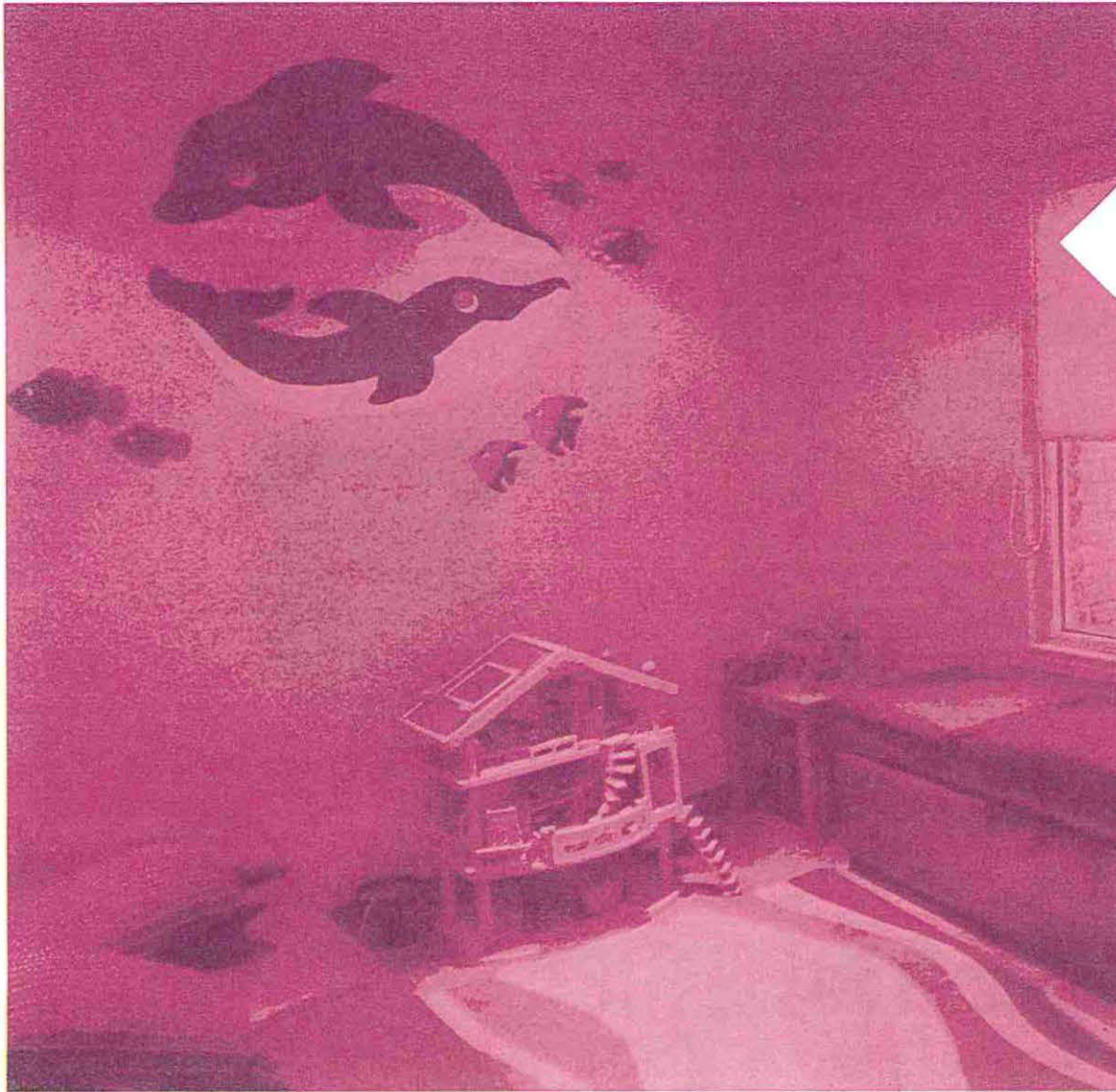
HEAL, END

CHILD ABUSE



905.937.5435 / kristenfrencheacn.org
8 Forster Street, St. Catharines, ON L2N 1Z9





OUR PURPOSE

- Provide a **non-threatening, child-friendly place** where children and youth feel safe disclosing their abuse experience
- **Minimize the # of times** children must repeat their experience
- To provide a coordinated partners' response that **significantly reduces** the trauma associated with disclosing abuse

ABOUT INVESTIGATION



Kristen French
Child Advocacy
Centre Niagara

PUTTING
NIAGARA'S
CHILDREN
& YOUTH
FIRST



Family and Children's
Services Niagara

Les Services à la famille
et à l'enfance de Niagara



FCC

Family Counselling
Centre Niagara

Centre de
counseling familial



BENEFITS

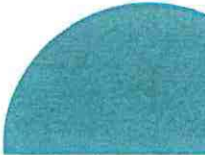


for Children and Families

- ✓ Children report being **less scared**
- ✓ Caregivers are **more satisfied** with procedure and investigation
- ✓ CACs refer more children for both **mental health services** and preventative and injury-related **medical exams**



for Professionals & Community

- ✓ When working as investigation teams, professionals **better understand** each other's team roles, improve team results through **case review & fewer children** fall through the cracks
 - ✓ At an estimated **savings of 32%**, CAC coordinated investigations are more cost-effective than non CAC run investigations
- 



SINCE OPENING IN 2008...

- More than **3000** children & youth have found our **safe place** to disclose abuse
- We have grown from hosting 50 to **340** interviews per year
- Children have come from **every municipality** in the Niagara region for investigation support




OUR
**STRATEGIC
PLAN**
INCLUDES...




COLLABORATION



**OUTREACH
TO YOUTH**



**INTERAGENCY
& COMMUNITY
LEARNING**



**CHILD ABUSE
AWARENESS,
PREVENTION
& RESPONSE**



YOUTH PROGRAMMING

Teen Connect Program

Our goal is to inform Niagara's children and youth in grades 7-9 of the caring support services available to them, or someone they know who may be experiencing abuse or being groomed into human trafficking.

Teen Creative

A free, weekly, artist-lead, two hour education and abuse prevention group for youth ages 12-15, who have completed their investigative process.

Cathy's Kids

A second Creative arts group is also available for ages 9-11.

Youth Advisory Council

Provides youth ages 14-17 years old a voice to share their input and participate in various Centre projects and community involvement opportunities.



FUNDING

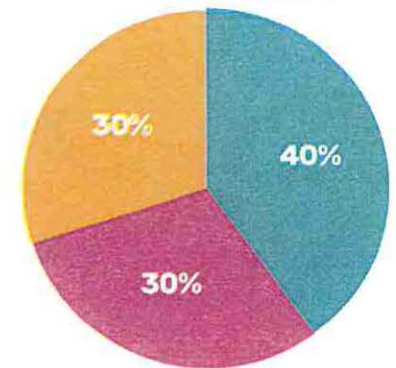
We have no core funding from the Government.

Our funding sources are based on the tireless fundraising by volunteers and staff and partner support.

We receive/raise funds from three areas:

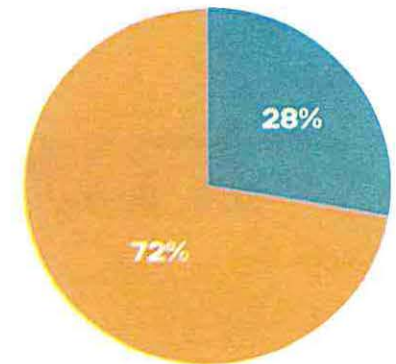
- 1 Events/Campaigns/Planned Giving \$162,544**
 - 5 fundraising events (sponsors and participants)
 - 3rd party events
 - Campaigns: annual holiday campaign Kristen's Helpers
 - Donor: Individual, corporate donors, Planned giving partners
 - Miscellaneous funding sources (one time funders or unexpected support)
- 2 Partner Support: = NRPS/FACS \$125,000**
- 3 Grants, Foundations, Service Clubs \$123,912**
(time-limited and program/project specific/ summer students)

REVENUE SOURCES

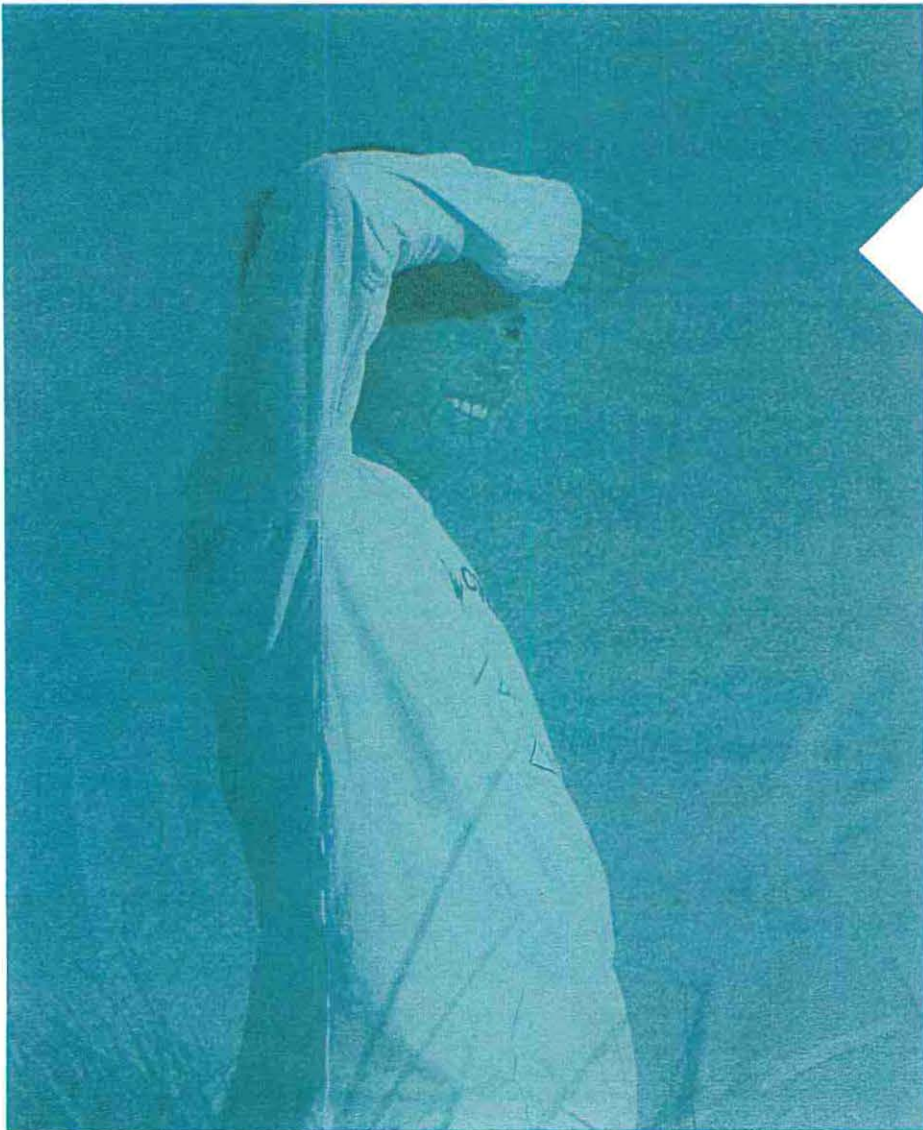


Events/campaigns/ planned giving
Partner support: = NRPS/FACS
Grants, Foundations, Service Clubs

EXPENSES



● Administration Operations
● Program



BUT MOST IMPORTANTLY...



Report Child Abuse

Help is available 24/7

Family and Children's Services Niagara
905.937.7731 or 1.888.937.7731

Niagara Regional Police Service
905.688.4111

If you or someone you know is in
immediate danger, **CALL 911**





**City of Port Colborne
Regular Meeting of Council 32-19
Tuesday, November 12, 2019
following Committee of the Whole Meeting
Council Chambers, 3rd Floor, 66 Charlotte Street**

Agenda

1. **Call to Order:** Deputy Mayor Frank Danch
2. **Introduction of Addendum Items:**
3. **Confirmation of Agenda:**
4. **Disclosures of Interest:**
5. **Adoption of Minutes:**
 - (a) Regular meeting of Council 31-19, held on October 28, 2019
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 meeting:
September 23, 2019.
 - (b) Engineering and Operations Department, Engineering Division, Report 2019-171, concerning the potential disposition 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.

- (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	
<p>WCS MB EB RB GB FD AD DK HW</p>	<p>1.</p>	<p><u>Planning and Development Department, Planning Division, Report 2019-161, Subject: Cannabis Production – Interim Control By-law</u></p> <p>That Council pass an Interim Control By-law, pursuant to Section 38 of the Planning Act, for a period of one year, prohibiting retail cannabis production on all properties in the City; and</p> <p>That the Mayor and City Clerk be authorized to execute the necessary By-law to give effect to Council's decision; and that the Notice of Decision required by the Planning Act, R.S.O. 1990, as amended, be processed by staff.</p>	
<p>WCS MB EB RB GB FD AD DK HW</p>	<p>2.</p>	<p><u>Planning and Development Department, Planning Division, Report 2019-168, Subject: Land Sale on Lorraine Road</u></p> <p>That By-law 6706/70/19 Being A By-Law To Authorize Entering Into An Agreement Of Purchase And Sale be amended to remove Helen Lliodromitis.</p> <p>That the City enters into an Agreement of Purchase and Sale with Robert and Tanya Kriter for \$230,000 plus HST.</p> <p>That the Mayor, Clerk and City Solicitor be authorized to sign and execute any and all documents respecting the sale of these lands.</p>	
<p>WCS MB EB RB GB FD AD DK HW</p>	<p>3.</p>	<p><u>Planning and Development Department, Planning Division, Report 2019-173, Subject: Ministry of Environment, Conservation and Parks Response Regarding Safe Soil Levels of the CBRA</u></p> <p>That Planning and Development Department report 2019-173, Ministry of the Environment, Conservation and Parks Response Regarding Safe Soil Levels of the CBRA be received for information; and</p> <p>That the Director of Planning and Development discuss concerns about land use change burdens associated with requiring a RSC with Vale.</p>	

WCS RB AD	MB GB DK	EB FD HW	4.	<p><u>Planning and Development Department, Planning Division, Report 2019-174, Subject: Condominium Exemption Request – 57 Minto Street</u></p> <p>That Council approves the request for exemption from draft plan of condominium for the development at 57 Minto Street.</p>
WCS RB AD	MB GB DK	EB FD HW	5.	<p><u>Engineering and Operations, Engineering Division, Report 2019-172, Subject: Eagle Marsh Municipal Drain – Appointment of Engineer</u></p> <p>That the Council of the City of Port Colborne receives Report 2019-172 with respect to the Eagle Marsh Drain Engineer Appointment as information; and</p> <p>That Brandon Widner, P. Eng. of Spriet Associates Engineers & Architects be appointed under Section 8 of the Drainage Act, R.S.O. 1990 for the preparation of a new engineer’s report under Section 78 of the Drainage Act, R.S.O. 1990, related to the Eagle Marsh Municipal Drain.</p>
WCS RB AD	MB GB DK	EB FD HW	6.	<p><u>Corporate Services Department, Finance Division, Report 2019-163, Subject: Audit Results for the year ended December 31, 2018</u></p> <p>That Council accept and approve the Audit Results report for the year ended December 31, 2018.</p>
WCS RB AD	MB GB DK	EB FD HW	7.	<p><u>Corporate Services Department, Finance Division, Report 2019-164, Subject: Approval of the 2018 Consolidated Financial Statements</u></p> <p>That Council approve the Consolidated Financial Statements for the year ended December 31, 2018.</p>
WCS RB AD	MB GB DK	EB FD HW	8.	<p><u>Corporate Services Department, Finance Division, Report 2019-165, Subject: Development Charge Reserve Funds – 2018 Year-end Update</u></p> <p>That Council receives the attached Development Charge Statement for information.</p>

WCS MB EB	9.	<p>Community and Economic Development Department, Parks and Recreation Division, Report 2019-158, Subject: Annual Lighted Santa Claus Parade – Road Closures</p>	
RB GB FD			
AD DK HW		<ol style="list-style-type: none"> 1. That the road closures necessary for the Annual Lighted Santa Claus Parade on Saturday, December 7, 2019, as outlined in Community and Economic Development, Report 2019-158, be approved; 2. That the following roads be closed to general vehicular traffic and parking from 4:00 p.m. to 7:00 p.m. on Saturday, December 7, 2019, for the purpose of parade staging: <ul style="list-style-type: none"> • Fielden Avenue, from the southern limit of Killaly Street to the southern limit of Elgin Street; and • Elgin Street, from the western limit of Elm Street to the eastern limit of Steele Street; and • Fielden Avenue, at the western limit of Delhi Street. 3. That the following roads be closed for vehicular parking from 4:00 p.m. to 9:00 p.m. on Saturday, December 7, 2019, for the purpose of parade staging and to provide for a safe viewing area of the parade: <ul style="list-style-type: none"> • Clarence Street, from the western limit of Steele Street to the eastern limit of West Street; • West Street, from the northern limit of Clarence Street to the southern limit of Charlotte Street; and • Charlotte Street, from the western limit of Elm Street to the eastern limit of West Street. 4. That the following road intersections be temporarily closed (by barricade) beginning at 6:30 p.m. until 9:00 p.m. on Saturday, December 7, 2019, to restrict through traffic onto the parade route: <ul style="list-style-type: none"> • North and west intersections of Steele Street and Elgin Street; • East intersection of Steele Street at Carter Street; • East intersection of Steele Street at Park Street; • East intersection of Steele Street at Tugboat Lane; • West and south intersections of Steel Street and Clarence Street; • North and south intersections of Fielden Avenue at Clarence Street; • North and south intersections of Elm Street at Clarence Street; 	

		<ul style="list-style-type: none"> • North and south intersections of Catharine Street at Clarence Street; • North and south intersections of King Street at Clarence Street; • North and east intersections of West Street at Clarence Street; • South intersection of West Street at Charlotte Street; • North and south intersections of King Street at Charlotte Street; and • East and north intersections of Charlotte Street and Catharine Street. <p>5. That emergency service vehicles, including ambulance, police and fire, as well as public works, public utility vehicles, and authorized permit vehicles be exempt from the above noted closures;</p> <p>6. That Public Works staff deliver traffic barricades before the event at the predetermined locations, restrict access to the appropriate parking stalls and deliver waste receptacles along the Parade route;</p> <p>7. That Public Works staff will block off all parking stalls along the parade route with pylons beginning at the time of the traffic and parking restrictions;</p> <p>8. That By-law Enforcement staff ticket and remove vehicles as necessary along the parade route during the time of the traffic and parking restrictions closures.</p>	
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Miscellaneous Correspondence

<p>WCS MB EB RB GB FD AD DK HW</p>	<p>10.</p>	<p>Memorandum from Janice Peyton, Executive Assistant, DEO Re: Transit Advisory Committee – Community Bus Saturday Service Pilot Program</p> <hr/> <p>That the Memorandum from Janice Peyton, Executive Assistant, DEO on behalf of the Transit Advisory Committee Re: Community Bus Saturday Service Pilot Program, be received for information; and</p> <p>That the Council of the City of Port Colborne be notified that the Port Colborne Transit Advisory Committee is in agreement with increasing the Port Colborne Community bus services through a pilot project coordinated with Welland Transit, to run on Saturdays for a six-hour block of time. The pilot project will be in place from May 2, 2020 to December 31, 2020.</p>	
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WCS RB AD	MB GB DK	EB FD HW	11.	<p><u>Region of Niagara Re: Actions & Resources to Join the Coalition of Inclusive Municipalities Report CAO 14-2019</u></p> <p>That the correspondence received from the Region of Niagara Re: Actions & Resources to Join the Coalition of Inclusive Municipalities Report CAO 14-2019, be received for information.</p>
WCS RB AD	MB GB DK	EB FD HW	12.	<p><u>Region of Niagara Re: Proposed Cuts to Legal Aid Ontario Budget</u></p> <p>That the correspondence received from the Region of Niagara Re: Proposed Cuts to Legal Aid Ontario Budget, be received for information.</p>
Outside Resolutions – Requests for Endorsement				
WCS RB AD	MB GB DK	EB FD HW	13.	<p><u>Town of Fort Erie Re: Port Colborne Quarry and the Aquifer through Fort Erie</u></p> <p>That the resolution received from the Town of Fort Erie Re: Port Colborne Quarry and the Aquifer through Fort Erie, be received for information.</p>
WCS RB AD	MB GB DK	EB FD HW	14.	<p><u>City of Niagara Falls Re: School Bus Camera Legislation</u></p> <p>That the resolution received from the City of Niagara Falls Re: School Bus Camera Legislation, be received for information.</p>
WCS RB AD	MB GB DK	EB FD HW	15.	<p><u>Town of Kingsville Re: Local Health Care Services</u></p> <p>That the resolution received from the Town of Kingsville Re: Local Health Care Services, be received for information.</p>
Responses to City of Port Colborne Resolutions				
Nil.				

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

By-law No.	Title
6732/96/19	Being a By-law to Appoint an Interim Chief Administrative Officer for the City of Port Colborne (Peter Senese)
6733/97/19	Being a By-law to Establish Development Charges for the City of Port Colborne
6734/98/19	Being a By-law to Extend an Interim Control By-law for All Lands within the City of Port Colborne
6735/99/19	Being a By-law to Amend By-law 6706/70/19 Being a By-law to Authorize Entering Into an Agreement of Purchase and Sale with Helen Lliodromitis for the Sale of Part 2 on Plan 59R-10301 and with Paul and Kathleen Kuronen for the Sale of Part 6 on Plan 59R-10301
6736/100/19	Being a By-law to Authorize Entering Into an Agreement of Purchase and Sale with Robert and Tanya Krier respecting Part 2 on Plan 59R-10301
6737/101/19	Being a By-law to Authorize Entering Into an Engineering Agreement with Spriet Associates Engineers & Architects for the Eagle Marsh Municipal Drain
6738/102/19	Being a By-law to Temporarily Close Sections of Various Streets to Vehicular Traffic for the Purpose of the Annual Lighted Santa Claus Parade
6739/103/19	Being a By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne at its Regular Meeting of November 12, 2019

The Corporation of the City of Port Colborne

By-law No. 6732/96/19

Being a By-law to Appoint an Interim Chief Administrative Officer
for the City of Port Colborne (Peter Senese)

Whereas section 229 of the *Municipal Act, 2001* S.O. 2001, Chapter 25, as amended, provides that a municipality may appoint a Chief Administrative Officer, who shall be responsible for,

- (a) exercising general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality; and
- (b) performing such other duties as are assigned by the municipality;

And Whereas on May 25, 2015, By-law 6245/71/15 was enacted and passed and appointed Scott Luey as Chief Administrative Officer for the City of Port Colborne;

And Whereas Scott Luey, Chief Administrative Officer will be absent for a period of time;

And Whereas at its meeting of October 28, 2019 the Council of The Corporation of the City of Port Colborne is desirous of appointing an Interim Chief Administrative Officer for the City of Port Colborne.

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

1. That Peter Senese be and is hereby appointed as Interim Chief Administrative Officer and Deputy Treasurer for the City of Port Colborne.
2. That the Mayor and proper officers of the City are hereby authorized and directed to enter into an employment contract with Peter Senese and to do all other things necessary to give effect to said appointment and to execute all documents as may be necessary in that behalf.
3. That this by-law shall be repealed on the date that the appointee ceases to be an employee of the City of Port Colborne.

Enacted and passed this 12th day of November, 2019.

Frank Danch
Deputy Mayor

Amber LaPointe
City Clerk

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The Corporation of the City of Port Colborne

By-Law No. 6733/97/19

Being a by-law to Establish Development Charges
for the City of Port Colborne

Whereas section 2(1) of the *Development Charges Act, 1997* (hereinafter called "the Act") enables the Council of a municipality to pass by-laws for the imposition of development charges against land located in the municipality for increased capital costs required because of the need for services arising from development in the area to which the by-law applies;

And Whereas the Council of the Corporation of the City of Port Colborne (hereinafter called "the Council"), at its public meeting of August 26, 2019, approved a report dated July 24, 2019 entitled "City of Port Colborne, 2019 Development Charge Background Study", which report was prepared by Watson & Associates Economists Ltd.;

And Whereas the Council has given Notice in accordance with Section 12 of the *Development Charges Act, 1997* of its development charge proposal and held a public meeting on August 26, 2019;

And Whereas the Council has heard all persons who applied to be heard in objection to, or in support of, the development charge proposal at such public meeting;

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

1. In this by-law,

DEFINITIONS

"Act" means the Development Charges Act, as amended, or any successor thereof;

"accessory use" means where used to describe a use, building, or structure that the use, building or structure is naturally and normally incidental, subordinate in purpose of floor area or both, and exclusively devoted to a principal use, building or structure;

"agricultural use" means use or intended use for bona fide farming purposes:

- a) including (but not limited to):
 - i) cultivation of crops whether on open land or in greenhouses, including (but not limited to) fruit, vegetables, grains, field crops, sod trees, shrubs, flowers, and ornamental plants;
 - ii) raising of animals, including (but not limited to) cattle, horses, pigs, poultry, livestock, fish; and

iii) animal husbandry, dairying, equestrian activities, horticultural, fallowing, pasturing, and market gardening;

b) but excluding:

i) winery activities;

ii) retail sales activities; and

iii) marijuana facilities.

"apartment unit" means any residential unit within a building containing three or more dwelling units where access to each residential unit is obtained through a common entrance or entrances from the street level and the residential units are connected by an interior corridor, and includes a stacked townhouse;

"back-to-back townhouse dwelling" means a building containing more than two dwelling units separated vertically by a common wall, including a rear common wall, that do not have rear yards;

"bedroom" means a habitable room larger than seven square metres, including a den, study or other similar area, but does not include a bathroom, living room, dining room or kitchen;

"benefiting area" means an area defined by map, plan or legal description in a front-ending agreement as an area that will receive a benefit from the construction of a service;

"board of education" has the same meaning as set out in the Education Act, R.S.O. 1990, Chap. E.2, as amended, or any successor thereof;

"Building Code Act" means the Building Code Act, S.O. 1992, as amended, or any successor thereof;

"capital cost" means costs incurred or proposed to be incurred by the City or a local board thereof directly or by others on behalf of and as authorized by the City or local board;

(1) to acquire land or an interest in land, including a leasehold interest,

(2) to improve land,

(3) to acquire, lease, construct or improve buildings and structures,

(4) to acquire, construct or improve facilities including:

(1) furniture and equipment other than computer equipment; and

(2) material acquired for circulation, reference or information purposes by a library board as defined in the Public Libraries Act, R.S.O. 1990, Chap. P.44, as amended, or any successor thereof; and

(3) rolling stock with an estimated useful life of seven years or more; and

(5) to undertake studies in connection with any matter under the Act and any of the matters in clauses (1) to (4) above, including the development charge background study required for the provision of services designated in this by-law within or outside the City, including interest on borrowing for those expenditures under clauses (1) to (4) above that are growth related;

"City" means the Corporation of the City of Port Colborne;

"commercial" means any use of land, structures or buildings for the purposes of buying or selling commodities and services, but does not include industrial or agricultural uses, and does not include hotels, motels, motor inns and boarding, lodging and rooming houses;

"Council" means the Council of the City;

"development" means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of increasing the size of usability thereof, and includes redevelopment;

"development charge" means a charge imposed with respect to this by-law;

"dwelling unit" means any part of a building or structure used, designed or intended to be used as a domestic establishment in which one or more persons may sleep and are provided with culinary and sanitary facilities for their exclusive use;

"existing" means the number, use and size that existed as of the date this by-law passed;

"farm building" means that part of a bona fide farming operation encompassing barns, silos and other ancillary development to an agricultural use, but excluding a residential use;

"gross floor area" means:

(1) in the case of a residential building or structure, the total area of all floors above grade of a dwelling unit measured between the outside surfaces of exterior walls or between the outside surfaces of exterior walls and the centre line of part walls dividing the dwelling unit from any other dwelling unit or other portion of a building; and

(2) in the case of a non-residential building or structure, or in the case of a mixed-use building or structure in respect of the non-residential portion thereof, the total area of all building floors above or below grade measured between the outside surfaces of the exterior walls, or between the outside surfaces of exterior walls and the centre line of party walls dividing a non-residential use and a residential use, except for:

(1) a room or enclosed area within the building or structure above or below that is used exclusively for the accommodation of heating, cooling, ventilating, electrical, mechanical or telecommunications equipment that service the building;

(2) loading facilities above or below grade; and

(3) a part of the building or structure below grade that is used for the parking or motor vehicles or for storage and other accessory use;

"industrial" means lands, buildings or structures used or designed or intended for use for manufacturing, processing, fabricating or assembly or raw goods, warehousing or bulk storage of goods, and includes office uses and the sale of commodities to the general public where such uses are accessory to an industrial use, but does not include the sale of commodities to the general public through a warehouse club;

Infill Housing - Construction of a residential dwelling on a vacant lot or a new lot created between two existing residential dwellings and located within the Urban Area Boundary.

"institutional" means land, buildings, structures or any part thereof used by any organization, group or association for promotion of charitable, educational or benevolent objectives and not for profit or gain;

"Local Board" means a school board, public utility, commission, transportation commission, public library board, board of park management, local board of health, board of commissioners of police, planning board, or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes, including school purposes, of the City of Port Colborne or any part of parts thereof;

"local services" means those services, facilities or things which are under the jurisdiction of the City and are related to a plan of subdivision or within the area to which the plan relates in respect of the lands under Sections 41, 51 or 53 of the Planning Act, R.S.O. 1990, Chap. P.13, as amended, or any successor thereof;

"marijuana facilities" means a building used, designed or intended for growth, producing, testing, destroying, storing or distribution, excluding retail sales, of medical marijuana or cannabis authorized by a license issued by the federal Minister of Health pursuant to section 25 of the Marihuana for Medical Purposes Regulations, SOR/2013-119, under the Controlled Drugs and Substances Act, S.C. 1996, c.19;

"multiple dwellings" means all dwellings other than single-detached, semi-detached and apartment unit dwellings;

"non-residential use" means a building or structure of any kind whatsoever used, designed or intended to be used for other than a residential use;

"Official Plan" means the Official Plan adopted for the City, as amended and approved;

"owner" means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed;

"place of worship" means that part of a building or structure that is exempt from taxation as a place of worship under the Assessment Act, R.S.O. 1990, Chap. A.31, as amended, or any successor thereof;

"rate" means the interest rate established weekly by the Bank of Canada based on Treasury Bills having a term of 91 days;

"regulation" means any regulation made pursuant to the Act;

"residential dwelling" means a building, occupied or capable of being occupied as a home, residence or sleeping place by one or more persons, containing one or more dwelling units but not including motels, hotels, tents, truck campers, tourist trailers, mobile camper trailers or boarding, lodging or rooming houses;

"residential use" means the use of a building or structure or portion thereof for one or more dwelling units. This also includes a dwelling unit on land that is used for an agricultural use;

"row dwelling" means a building containing three or more attached dwelling units in a single row, each of which dwelling unit has an independent entrance from the outside and is vertically separated from any abutting dwelling unit;

"semi-detached dwelling" means a dwelling unit in a residential building consisting of two dwelling units having one vertical wall or one horizontal wall, but not other parts, attached or another dwelling unit where the residential units are not connected by an interior corridor;

"service" means a service designated in Schedule "A" to this by-law, and "services" shall have a corresponding meaning;

"servicing agreement" means an agreement between a landowner and the City relative to the provision of municipal service to specified land within the City;

"single detached dwelling unit" means a residential building consisting of one dwelling unit and not attached to another structure;

"special care facilities" means lands, buildings or structures used or designed or intended for uses for the purpose of providing supervision, nursing care or medical treatment, which do not comprise dwelling units, that are licensed, approved or supervised under any special or general statute, and excludes the special care/special dwelling portions of the building

"special care/special dwelling" means a residential portion of special care facilities containing rooms or suites of rooms designed or intended to be used for sleeping and living accommodation that have a common entrance from street level:

- i. Where the occupants have the right to use in common, halls, stairs, yards, common rooms and accessory buildings;
- ii. Which may or may not have exclusive sanitary and/or culinary facilities;
- iii. That is designed to accommodate persons with specific needs, including, but not limited to, independent permanent living arrangements; and
- iv. Where support services such as meal preparation, grocery shopping, laundry, housekeeping, nursing, respite care and attendant services may be provided at various levels.

"Stacked townhouse dwelling" means a building containing two or more dwelling units where each dwelling unit is separated horizontally and/or vertically from another dwelling unit by a common wall or floor.

2. DESIGNATION OF SERVICES

2.1 The categories of services for which development charges are imposed under this by-law are as follows:

- (1) Services Related to a Highway;
- (2) Fire Protection Services;
- (3) Indoor Recreation Services;
- (4) Outdoor Recreation Services;
- (5) Library Services;
- (6) Engineering Studies;
- (7) Community Based Studies
- (8) Wastewater Services; and
- (9) Water Services.

2.2 The components of the services designated in Section 2.1 are described in Schedule A.

3. APPLICATION OF BY-LAW RULES

3.1 Development charges shall be payable in the amounts set out in this by-law where:

- (1) the lands are located in the area described in Section 3.2; and

(2) the development of the lands requires any of the approvals set out in Subsection 3.4(1).

Area to Which By-law Applies

- 1.2 Subject to Section 3.3, this by-law applies to all lands in the City of Port Colborne whether or not the land or use thereof is exempt from taxation under s.13 or the Assessment Act.
- 3.3 Notwithstanding Clause 3.2 above, this by-law shall not apply to lands that are owned by and used for the purposes of:
 - (1) the City or a local board thereof;
 - (2) a board of education; or
 - (3) the Corporation of the Region of Niagara or a local board thereof.

Approvals for Development

- 3.4 (1) Development charges shall be imposed on all lands, buildings or structures that are developed for residential or non-residential uses if the development requires:
 - (1) the passing of a zoning by-law or of an amendment to a zoning by-law under Section 34 of the Planning Act;
 - (2) the approval of a minor variance under Section 45 of the Planning Act;
 - (3) a conveyance of land to which a by-law passed under subsection 50(7) of the Planning Act applies;
 - (4) the approval of a plan of subdivision under Section 51 of the Planning Act;
 - (5) a consent under Section 53 of the Planning Act;
 - (6) the approval of a description under Section 50 of the Condominium Act, R.S.O. 1990, Chap. C.26, as amended, or any successor thereof; or
 - (7) the issuing of a permit under the Building Code Act in relation to a building or structure.
- (2) No more than one development charge for each service designated in Subsection 2.1 shall be imposed upon any lands, buildings or structure to which this by-law applies even though two or more of the actions described in Subsection 3.4(1) are required before the lands, buildings or structures can be developed.
- (3) Despite Subsection 3.4(2), if two or more of the actions described in Subsection 3.4(1) occur at different times, additional development charges shall be imposed if the subsequent action has the effect of increasing the need for services.

Exemptions

- 3.5 Notwithstanding the provisions of this by-law, development charges shall not be imposed with respect to:
- (1) an enlargement to an existing dwelling unit;
 - (2) one or two additional dwelling units in an existing single detached dwelling; or
 - (3) one additional dwelling unit in any other existing residential building.
- 3.6 Notwithstanding Section 3.5(2), development charges shall be imposed if the total gross floor area of the additional one or two units exceeds the gross floor area of the existing dwelling unit.
- 3.7 Notwithstanding Section 3.5, development charges shall be imposed if the additional unit has a gross floor area greater than:
- (1) in the case of a semi-detached or row dwelling, the gross floor area of the existing dwelling unit; and
 - (2) in the case of any other residential building, the gross floor area of the smallest dwelling unit contained in the residential building.
- 3.8 Exemption for Industrial Development:
- 3.8.1 Notwithstanding any other provision of this by-law, no development charge is payable with respect to an enlargement of the gross floor area of an existing industrial building where the gross floor area is enlarged by 50 percent or less.
- 3.8.2 If a development includes the enlargement of the gross floor area of an existing industrial building, the amount of the development charge that is payable in respect of the enlargement is determined in accordance with the following:
- (i) Subject to subsection 3.8.2 (iii), if the gross floor area is enlarged by 50 per cent or less of the lesser of:
 - (A) the gross floor area of the existing industrial building, or
 - (B) the gross floor area of the existing industrial building before the first enlargement for which:
 - (i) an exemption from the payment of development charges was granted, or
 - (ii) a lesser development charge than would otherwise be payable under this by-law, or predecessor thereof, was paid, pursuant to Section 4 of the Act and this subsection,

the amount of the development charge in respect of the enlargement is zero;

(ii) Subject to subsection 3.8.2 (iii), if the gross floor area is enlarged by more than 50 per cent or less of the lesser of:

(A) the gross floor area of the existing industrial building, or

(B) the gross floor area of the existing industrial building before the first enlargement for which:

(i) an exemption from the payment of development charges was granted, or

(ii) a lesser development charge than would otherwise be payable under this by-law, or predecessor thereof, was paid, pursuant to Section 4 of the Act and this subsection, the amount of the development charge in respect of the enlargement is the amount of the development charge that would otherwise be payable multiplied by the fraction determined as follows:

(A) determine the amount by which the enlargement exceeds 50 per cent of the gross floor area before the first enlargement, and

(B) divide the amount determined under subsection (A) by the amount of the enlargement

(iii) For the purposes of calculating the extent to which the gross floor area of an existing industrial building is enlarged in subsection 3.8.2 (ii), the cumulative gross floor area of any previous enlargements for which:

(A) An exemption from the payment of development charges was granted, or

(B) A lesser development charge than would otherwise be payable under this by-law, or predecessor thereof, was paid pursuant to Section 4 of the Act and this subsection, shall be added to the calculation of the gross floor area of the proposed enlargement.

(iv) For the purposes of this subsection, the enlargement must not be attached to the existing industrial building by means only of a tunnel, bridge, passageway, canopy, shared below grade connection, such as a service tunnel, foundation, footing or parking facility.

3.9 For the purpose of Section 3.8 herein, "existing industrial building" is used as defined in the Regulation made pursuant to the Act.

3.10 **Other Exemptions:**

Notwithstanding the provision of this by-law, development charges shall not be imposed with respect to:

- (1) Non-residential farm buildings for the purpose of an agricultural use except for any building constructed to accommodate an On-Farm Business which shall be considered to be an industrial building;
- (2) Downtown core area is exempt from payment of development charges;
- (3) Industrial development shall be exempt from payment of development charges on any square footage of gross floor area constructed over 5,000 square feet;
- (4) Partial exemption requiring the payment of only the roads and fire protection components of the charge for all residential unit types constructed within the Sherkston Secondary Plan Area;
- (5) Exemption of 100% of the payable development charges for development on Brownfield properties under the City of Port Colborne Brownfield Community Improvement Plan, which have an approved Application and Agreement under the Brownfield Rehabilitation Grant Program; and
- (6) Partial exemption for certain Community Improvement Plan areas based upon specific policies approved by Council.

Amount of Charges

Residential

3.11 a) The development charges set out in Schedules B-1 and B-2 shall be imposed on residential uses of lands, buildings or structures, including a dwelling unit accessory to a non-residential use and, in the case of a mixed use building or structure, on the residential uses in the mixed use building or structure, according to the type of residential unit, and calculated with respect to each of the services according to the type of residential use.

b) In regard to Schedules B-1 and B-2, the following percentage of each service for residential uses, shall be imposed for the following periods:

All Residential Services	Year 1 October 7, 2019 – October 6, 2020	Year 2 October 7, 2020 – October 6, 2021	Year 3 October 7, 2021 – October 6, 2022	Year 4 October 7, 2022 – October 6, 2023	Year 5 October 7, 2023 – October 6, 2024
	20%	40%	60%	80%	100%

c) In regard to Schedules B-1 and B-2, the following percentage of each service for multiple dwellings use, shall be imposed for the following periods:

All Residential Services	Year 1 October 7, 2019 – October 6, 2020	Year 2 October 7, 2020 – October 6, 2021	Year 3 October 7, 2021 – October 6, 2022	Year 4 October 7, 2022 – October 6, 2023	Year 5 October 7, 2023 – October 6, 2024
	0%	0%	0%	50%	100%

Non-Residential

3.12 a) The development charges described in Schedules B-1 and B-2 to this by-law shall be imposed on non-residential uses of lands, buildings or structures, and, in the case of a mixed use building or structure, on the non-residential uses in the mixed use building or structure, and calculated with respect to each of the services according to the total floor area of the non-residential use.

b) In regard to Schedules B-1 and B-2, the following percentage of each service for non-residential uses, shall be imposed for the following periods:

All Non-Residential Services	Year 1 October 7, 2019 – October 6, 2020	Year 2 October 7, 2020 – October 6, 2021	Year 3 October 7, 2021 – October 6, 2022	Year 4 October 7, 2022 – October 6, 2023	Year 5 October 7, 2023 – October 6, 2024
	0%	0%	0%	50%	100%

Reduction of Development Charges for Redevelopment

3.13 Despite any other provisions of this by-law, where, as a result of the redevelopment of land, a building or structure existing on the same land within 12 months prior to the date of payment of development charges in regard to such redevelopment was, or is to be demolished, in whole or in part, or converted from one principal use to another principal use on the same land, in order to facilitate the redevelopment, the development charges otherwise payable with respect to such redevelopment shall be reduced by the following amounts:

(1) in the case of a residential building or structure, or in the case of a mixed-use building or structure, the residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable development charge under Subsection 3.11 by the number, according to type, of dwelling units that have been demolished or will be demolished or converted to another principal use; and

(2) in the case of a non-residential building or structure or, in the case of mixed-use building or structure, the non-residential uses in the mixed use building or structure, an amount calculated by multiplying the applicable development charges under Subsection 3.12, by the gross floor area that has been or will be demolished or converted to another principal use; provided that such amounts shall not exceed, in total, the amount of the development charges otherwise payable with respect to the redevelopment.

Timing of Payment of Development Charges

- 3.14 Development charges imposed under this by-law are calculated, payable, and collected upon issuance of a building permit with respect to each dwelling unit, building or structure.
- 3.15 Despite Section 3.14, Council from time to time, and at any time, may enter into agreements providing for all or any part of a development charge to be paid before or after it would otherwise be payable, in accordance with Section 27 of the Act.

4. PAYMENT BY SERVICES

- 4.1 Despite the payment required under Subsections 3.11 and 3.12, Council may, by agreement, give a credit towards a development charge in exchange for work that relates to a service to which a development charge relates under this by-law

5. INDEXING

- 5.1 Development charges imposed pursuant to this by-law shall be adjusted annually, without amendment to this by-law, on the anniversary date of the by-law, in accordance with the prescribed index in the Act.

6. SCHEDULES

- 6.1 The following schedules shall form part of this by-law:

Schedule A -	Components of Services Designated in Section 2.1
Schedule B1 -	Schedule of Development Charges – Hard Services
Schedule B2 -	Schedule of Development Charges – Soft Services
Schedule C1 -	Map of East Waterfront Community Plan
Schedule C2 -	Map of Downtown Community Improvement Plan
Schedule C3 -	Map of Olde Humberstone Community Improvement Plan

7. CONFLICTS

- 7.1 Where the City and an owner or former owner have entered into an agreement with respect to land within the area to which this by-law applies, and a conflict exists between the provisions of this by-law and such

agreement, the provisions of the agreement shall prevail to the extent that there is a conflict.

- 7.2 Notwithstanding Section 7.1, where a development which is the subject of an agreement to which Section 7.1 applies, is subsequently the subject of one or more of the actions described in Subsection 3.4(1), an additional development charge in respect of the development permitted by the action shall be calculated, payable and collected in accordance with the provisions of this by-law if the development has the effect of increasing the need for services, unless such agreement provides otherwise.

8. SEVERABILITY

- 8.1 If, for any reason, any provision of this by-law is held to be invalid, it is hereby declared to be the intention of Council that all of the remainder of this by-law shall continue in full force and effect until repealed, re-enacted, amended or modified.

9. DATE BY-LAW IN FORCE

- 9.1 This by-law shall come into effect at 12:01 AM on November 13, 2019

10. DATE BY-LAW EXPIRES

- 10.1 This by-law shall expire at 12:01 AM on November 13, 2024 unless it is repealed by Council at an earlier date.

11. EXISTING BY-LAW REPEALED

- 11.1 By-law No. 6131/97/14 is hereby repealed as of the date and time of this by-law coming into effect.

12. SHORT TITLE

This by-law may be cited as the "Port Colborne City-wide Development Charge Bylaw."

Enacted and Passed this 12th day of November, 2019.

Frank Danch
Deputy Mayor

Amber LaPointe
CITY CLERK

BY-LAW NUMBER 6733/97/19

SCHEDULE "A"

DESIGNATED MUNICIPAL SERVICE UNDER THIS BY-LAW

City-wide Services (Soft)

1. Community Based Studies
2. Outdoor Recreation Services
3. Indoor Recreation Services
4. Library Services

City-wide Services (Hard)

1. Engineering Studies
2. Fire Protection Services
3. Services Related to a Highway

Urban Area Services

1. Wastewater Services
2. Water Services

SCHEDULE "B1"

TO BY-LAW NO. 6733/97/19 OF CITY OF PORT COLBORNE

SCHEDULE OF DEVELOPMENT CHARGES – HARD SERVICES

Service	RESIDENTIAL					NON-RESIDENTIAL
	Single and Semi-Detached Dwelling	Other Multiples	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Special Care/Special Dwelling Units	(per sq.ft. of Gross Floor Area)
City-Wide Services:						
Services Related to a Highway	2,160	1,595	1,557	952	862	1.10
Fire Protection Services	155	114	112	68	62	0.08
Engineering Related Studies	267	197	192	118	107	0.13
Total City-Wide Services	2,582	1,906	1,861	1,138	1,031	1.31
Urban Services						
Wastewater Services	1,593	1,176	1,149	702	636	0.76
Water Services	3,688	2,723	2,659	1,626	1,472	1.75
Total Urban Services	5,281	3,899	3,808	2,328	2,108	2.51
GRAND TOTAL CITY-WIDE	2,582	1,906	1,861	1,138	1,031	1.31
GRAND TOTAL CITY-WIDE + URBAN SERVICES	7,863	5,805	5,669	3,466	3,139	3.82

SCHEDULE "B2"

TO BY-LAW NO. 6733/97/19 OF CITY OF PORT COLBORNE

SCHEDULE OF DEVELOPMENT CHARGES – SOFT SERVICES

Service	RESIDENTIAL					NON-RESIDENTIAL
	Single and Semi-Detached Dwelling	Other Multiples	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Special Care/Special Dwelling Units	(per sq.ft. of Gross Floor Area)
City-Wide Services:						
Outdoor Recreation Services	305	225	220	134	122	0.02
Indoor Recreation Services	2,999	2,214	2,162	1,322	1,197	0.21
Library Services	163	120	118	72	65	0.01
Community Based Studies	89	66	64	39	36	0.04
Total City-Wide Services	3,556	2,625	2,564	1,567	1,420	0.28

SCHEDULE "C1"

MAP OF EAST WATERFRONT COMMUNITY PLAN

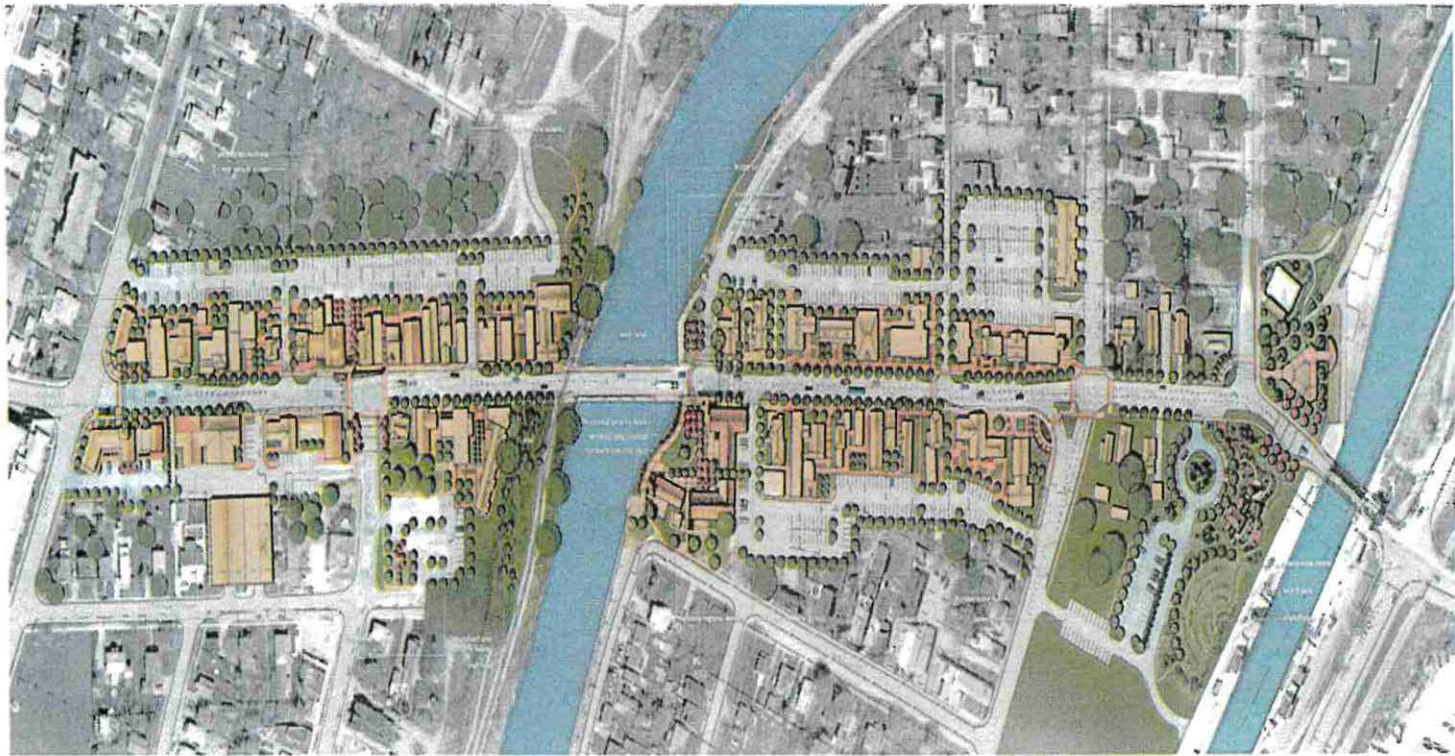


East Waterfront Community Improvement Plan | Port Colborne

SCHEDULE "C2"

MAP OF DOWNTOWN COMMUNITY IMPROVEMENT PLAN



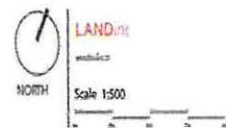


CITY OF PORT COLBORNE

Olde Humberstone Community Improvement Plan

Streetscape Master Plan

September 2008



MAP OF OLDE HUMBERSTONE COMMUNITY PLAN

SCHEDULE "C3"

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The Corporation of the City of Port Colborne

By-law No. 6734/98/19

Being a by-law to extend an Interim Control by-law for all lands within the City of Port Colborne

Whereas Section 38 of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, authorizes Council to adopt an Interim Control By-law, provided Council has by resolution directed that a review or study be undertaken of land use planning policies; and

Whereas the Council of The Corporation of the City of Port Colborne passed By-law 6629/84/18 on November 26, 2018 directing that a review be undertaken in respect of the Official Plan policy, Zoning By-law standards, and implementation procedures as they relate to cannabis production facilities within the City of Port Colborne and to report back to Council with recommendations with respect to an Interim Control By-law; and

Whereas the Council of the Corporation of the City of Port Colborne considers it necessary to extend the Interim Control By-law 6629/84/18 for 1 year with respect to the lands described in Section 1 of this By-law, and only as it applies to the use of land, premises, or partial use of premises, for either of the uses described in Section 2 a) of this By-law, to allow it time to consider its land use planning policies as directed;

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

1. This Interim Control By-law applies to all lands zoned in Zoning By-law 6575/30/18 of The Corporation of the City of Port Colborne to prohibit the use of land, premises, or partial use of premises within such lands, for the use as described in Section 2 a) of this by-law.
2. The following use is prohibited under this by-law:
 - a) a facility or land for the growing of cannabis.
3. In this by-law, the following definitions apply:
 - a) "Cannabis": means a cannabis plant, including the phytocannabinoids produce by or found in such a plant regardless of whether that part has been processed or not and any substance or mixture of substances that contains or has on it and part of such a plant and any substance that is identical to a phytocannabinoid produced by or found in such a plant regardless of how the substance was obtained. Marihuana shall have the same definition;
 - b) "Cannabis Production Facility": means the use of land, buildings or structures for the cultivation, processing, packaging and shipping of cannabis.
4. This by-law shall be in effect for a period of one year from the date of passage hereof.

Enacted and passed this 12th day of November, 2019.

Frank Danch
Deputy Mayor

Amber LaPointe
City Clerk

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The Corporation of the City of Port Colborne

By-law no. 6735/99/19

Being a By-law to Amend By-law No. 6706/70/19, Being a By-law to Authorize Entering Into an Agreement of Purchase and Sale with Helen Lliodromitis for the Sale of Part 2 on Plan 59R-10301 and with Paul and Kathleen Kuronen for the sale of Part 6 on Plan 59R-10301

Whereas at its meeting of November 12, 2019 Council approved the recommendations of Planning and Development Department, Planning Division, Report 2019-168, Subject: Land Sale on Lorraine Road; and

Whereas By-Law No. 6706/70/19 passed on July 22, 2019 requires to be amended, as the purchaser Helen Lliodromitis has terminated the Agreement of Purchase and Sale with the City of Port Colborne.

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

1. That By-law No. 6706/70/19, A By-law which Authorizes Entering Into an Agreement of Purchase and Sale with Helen Lliodromitis for the sale of Part 2 on Plan 59R-10301 and with Paul and Kathleen Kuronen for the sale of Part 6 on Plan 59R-10301 (W/S Lorraine Road), be amended to remove the Agreement of Purchase and Sale with Helen Lliodromitis for the sale of Part 2 on Plan 59R-10301.

Enacted and passed this 12th day of November, 2019.

Frank Danch
Deputy Mayor

Amber LaPointe
City Clerk

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The Corporation of the City of Port Colborne

By-law No. 6736/100/19

Being a By-law to Authorize Entering Into an Agreement of Purchase and Sale with Robert and Tanya Kriker Respecting Part 2 on Plan 59R-10301

Whereas at its meeting of November 12, 2019, Council approved the recommendations of Department of Planning & Development, Report No. 2019-168, Subject: Land Sale on Lorraine Road; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Robert and Tanya Kriker for the sale of Part 2 on Plan 59R-10301, for the purchase price of \$230,000 (plus HST);

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

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Robert and Tanya Kriker for the sale of Part 2 on Plan 59R-10301 for the purchase price of \$230,000 (plus HST), which agreement is attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 12th day of November, 2019.

Frank Danch
Deputy Mayor

Amber LaPointe
City Clerk

Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 16 day of August, 2019

BUYER: ROBERT KRITER AND TANYA KRITER, agrees to purchase from
(Full legal names of all Buyers)

SELLER: CITY OF PORT COLBORNE, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address W/S LORRAINE Road

fronting on the West side of LORRAINE RD

in the CITY OF Port Colborne

and having a frontage of 200 ft more or less by a depth of 1647 ft more or less

and legally described as PART 2 PLAN 59R-10301

(the "property")
(legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 230,000.00

Two Hundred Thirty Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Three Thousand Dollars (CDN\$) 3,000.00

by negotiable cheque payable to ROYAL LEPAGE NRC REALTY "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 6:00 p.m. on the 28 day of October, 2019, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
(Seller/Buyer) (a.m./p.m.)

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 28 day of February, 2020. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

NONE

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

NONE

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

NONE

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

○

INITIALS OF SELLERS(S):

○ X

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 3 days day of prior to closing, 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (residential building lot) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):

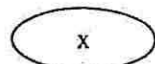


- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLERS(S):



28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
 (Witness) (Buyer/Authorized Signing Officer) (Seal) (Date)
 (Witness) (Buyer/Authorized Signing Officer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
 (Witness) X (Seller/Authorized Signing Officer) (Seal) X (Date)
 (Witness) (Seller/Authorized Signing Officer) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein,

.....
 (Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of....., 20.....
 (a.m./p.m.)

X

 (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage ROYAL LEPAGE NRC REALTY	(905) 834-9000 (Tel.No.)
BILL BECSKEREKI	
(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage (Tel.No.)
(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... (Date)
 (Seller)
 (Date)
 (Seller)
 Address for Service
 (Tel. No.)
 Seller's Lawyer
 Address
 Email
 (Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... (Date)
 (Buyer)
 (Date)
 (Buyer)
 Address for Service
 (Tel. No.)
 Buyer's Lawyer
 Address
 Email
 (Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:	
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.	
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:	
..... (Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: ROBERT KRITER AND TANYA KRITER....., and

SELLER: CITY OF PORT COLBORNE.....

for the purchase and sale of W/S LORRAINE Road..... Port Colborne.....

L3K5V3..... dated the 16..... day of August....., 2019.....

Buyer agrees to pay the balance as follows:

purchasers agree to pay the balance of the purchase price , by cash or certified cheque , on closing , subject to adjustments.

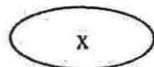
In the event the purchaser fails to commence the construction of a residential dwelling within twenty-four (24) months from the closing of this transaction, the seller shall be at liberty to demand the repurchase of the property at seventy-five percent (75%) of the purchase price and the purchaser shall sell to the seller the property contained herein for \$187,500.00 free and clear and clear of all encumbrances. This term shall survive the completion of this transaction.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER: ROBERT KRITER AND TANYA KRITER

SELLER: CITY OF PORT COLBORNE

For the transaction on the property known as: W/S LORRAINE Road Port Colborne L3K5V3

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) The Listing Brokerage is providing Customer Service to the Buyer.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
- by the Seller in accordance with a Seller Customer Service Agreement
- or: by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)



BUYER



CO-OPERATING/BUYER BROKERAGE



SELLER



LISTING BROKERAGE

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
- b) The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.


COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.


SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

..... (Name of Co-operating/Buyer Brokerage)	ROYAL LEPAGE NRC REALTY (Name of Listing Brokerage)
.....	368 King St. Port Colborne
Tel: Fax:	Tel: (905) 834-9000 Fax: (905) 688-3178
..... (Authorized to bind the Co-operating/Buyer Brokerage) (Date) (Authorized to bind the Listing Brokerage) (Date)
..... (Print Name of Salesperson/Broker/Broker of Record)	BILL BECSKEREKI (Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.


BUYER'S INITIALS


SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

..... (Signature of Buyer) (Date) (Signature of Seller) (Date)
..... (Signature of Buyer) (Date) (Signature of Seller) (Date)

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: ROBERT KRITER AND TANYA KRITER and

SELLER: CITY OF PORT COLBORNE

for the purchase and sale of W/S LORRAINE Road Port Colborne

L3K5V3 dated the 16 day of August 20 19

Buyer agrees to pay the balance as follows:

purchasers agree to pay the balance of the purchase price, by cash or certified cheque, on closing, subject to adjustments.

In the event the purchaser fails to commence the construction of a residential dwelling within twenty-four (24) months from the closing of this transaction, the seller shall be at liberty to demand the repurchase of the property at seventy-five percent (75%) of the purchase price and the purchaser shall sell to the seller the property contained herein for \$187,500.00 free and clear and clear of all encumbrances. This term shall survive the completion of this transaction.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S)

DS DS
KRITER

INITIALS OF SELLER(S):

(Empty oval)

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The Corporation of the City of Port Colborne

By-law No. 6737/101/19

Being a By-law to Authorize Entering Into an Engineering Agreement with Spriet Associates Engineers & Architects for the Eagle Marsh Municipal Drain

Whereas at its meeting of November 12, 2019 Council approved the recommendations of Engineering and Operations Department, Engineering Division Report 2019-172, Subject: Eagle Marsh Municipal Drain – Appointment of Engineer; and

Whereas Council approved the appointment of Brandon Widner, P. Eng. of Spriet Associates Engineers & Architects to proceed forward with the preparation of a new report to address the watershed limit of the drain and to revise the assessment schedules of this report.

Now therefore the Council of The Corporation of the City of Port Colborne under the *Drainage Act R.S.O. 1990*, enacts as follows:

1. That the Corporation of the City of Port Colborne enter into an Engineering Agreement with Spriet Associates Engineers & Architects regarding the Eagle Marsh Municipal Drain.
2. That the Mayor and Clerk be and they are hereby authorized and directed to sign an Engineering Agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 12th day of November, 2019.

Frank Danch
Deputy Mayor

Amber LaPointe
City Clerk

The Corporation of the City of Port Colborne

By-law No. 6738/102/19

Being a by-law to temporarily close sections of various streets to vehicular traffic for the purpose of the Annual Lighted Santa Claus Parade

Whereas at its meeting of November 12, 2019, the Council of The Corporation of the City of Port Colborne ("Council") approved the recommendation of Community and Economic Development Department, Parks and Recreation Division, Report 2019-158, Subject: Annual Lighted Santa Claus Parade - Road Closures; and

Whereas Council has jurisdiction, as defined in Section 28 of the *Municipal Act, 2001*, S.O. 2001, c.25, over municipal highways; and

Whereas the municipality is granted the power under Sections 11(3) and 27(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, to pass by-laws with respect to highways within its jurisdiction and to close a highway temporarily for any purpose specified in the by-law; and

Whereas Council is desirous of closing temporarily sections of specified streets to vehicular traffic for purposes of the Annual Lighted Santa Claus Parade; and

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

1. That in this by-law "Vehicle" includes a motor vehicle, trailer, traction engine, farm tractor (not including those participating in festival), road-building machine and any vehicle drawn, propelled or driven by any kind of power including muscular power.
2. No person shall park a vehicle to situate on the highways or portions thereof as set out in Schedule "A" attached hereto and made part of this By-law at any time during the hours of 4:00 p.m. to 7:00 p.m. on December 7, 2019.
3. The highways or portions thereof as set out on Schedule "A" attached hereto and made part of this by-law shall be closed to vehicular traffic during the hours of 4:00 p.m. to 7:00 p.m. on December 7, 2019.
4. No person shall permit or cause to permit any vehicle to be driven on the streets or portions of streets as set out in Schedule "A" attached hereto and made part of this by-law during the hours 4:00 p.m. to 7:00 p.m. on December 7, 2019.
5. No person shall park a vehicle to situate on the highways or portions thereof as set out in Schedule "B" attached hereto and made part of this by-law at any time during the hours of 4:00 p.m. to 9:00 p.m. on December 7, 2019.
6. The highways or portions thereof as set out on Schedule "B" attached hereto and made part of this by-law shall be closed to vehicular traffic during the hours of 4:00 p.m. to 9:00 p.m. on December 7, 2019.
7. No person shall permit or cause to permit any vehicle to be driven on the streets or portions of streets as set out in Schedule "B" attached hereto and made part of this by-law during the hours 4:00 p.m. to 9:00 p.m. on December 7, 2019.
8. That there will be temporary barricade road closures at the intersections to restrict through traffic onto the parade route as set out in Schedule "C" attached hereto and made part of this by-law during the hours of 6:30 p.m. to 9:00 p.m. on December 7, 2019. That each temporary barricade road closure be removed as the parade passes each of the intersections as set out in Schedule "C".

9. The provisions of this by-law shall not apply to ambulances, police or fire services vehicles or public utility emergency vehicles, authorized event vehicles or any other vehicles required in the case of emergency.
10. Any person violating the provisions this By-law shall be guilty of an offence and subject to the penalty of not more than \$5,000.00 exclusive of costs to be collected pursuant to the provisions of the *Provincial Offences Act*.
11. This By-law shall take effect on the date and times prescribed and on the placing of proper barricades and signs.

Enacted and passed this 12th day of November, 2019.

Frank Danch
Deputy Mayor

Amber LaPointe
City Clerk

Schedule "A" to By-law No. 6738/102/19

<u>Highway</u>	<u>From</u>	<u>To</u>
Fielden Avenue	Southern limit of Killaly Street	Southern limit of Elgin Street
Elgin Street	Western limit of Elm Street	Eastern limit of Steele Street
Fielden Avenue	Western limit of Delhi Street	Western limit of Delhi Street

Schedule "B" to By-law No. 6738/102/19

<u>Highway</u>	<u>From</u>	<u>To</u>
Clarence Street	Western limit of Steele Street	Eastern limit of West Street
West Street	Northern limit of Clarence Street	Southern limit of Charlotte Street
Charlotte Street	Western limit of Elm Street	Eastern limit of West Street

Schedule "C" to By-law No. 6738/102/19

- North and west intersections of Steele Street and Elgin Street;
- East intersection of Steele Street at Carter Street;
- East intersection of Steele Street at Park Street;
- East intersection of Steele Street at Tugboat Lane;
- West and south intersections of Steel Street and Clarence Street;
- North and south intersections of Fielden Avenue at Clarence Street;
- North and south intersections of Elm Street at Clarence Street;
- North and south intersections of Catharine Street at Clarence Street;
- North and south intersections of King Street at Clarence Street;
- North and east intersections of West Street at Clarence Street;
- South intersection of West Street at Charlotte Street;
- North and south intersections of King Street at Charlotte Street; and
- East and north intersections of Charlotte Street and Catharine Street.

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The Corporation of the City of Port Colborne

By-Law no. 6739/103/19

Being a by-law to adopt, ratify and confirm
the proceedings of the Council of The
Corporation of the City of Port Colborne at
its Regular Meeting of November 12, 2019

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

Whereas Section 5(3) of the *Municipal Act, 2001*, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas it is deemed expedient that the proceedings of the Council of The Corporation of the City of Port Colborne be confirmed and adopted by by-law;

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

1. Every action of the Council of The Corporation of the City of Port Colborne taken at its Regular Meeting of November 12, 2019 upon which a vote was taken and passed whether a resolution, recommendations, adoption by reference, or other means, is hereby enacted as a by-law of the City to take effect upon the passing hereof; and further
2. That the Mayor and Clerk are authorized to execute any documents required on behalf of the City and affix the corporate seal of the City and the Mayor and Clerk, and such other persons as the action directs, are authorized and directed to take the necessary steps to implement the action.

Enacted and passed this 12th day of November, 2019.

Frank Danch
Deputy Mayor

Amber LaPointe
City Clerk

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**City of Port Colborne
Regular Meeting of Council 31-19
Minutes**

Date: October 28, 2019
Time: 7:45 p.m.
Place: Council Chambers, Municipal Offices, 66 Charlotte Street, Port Colborne

Members Present: M. Bagu, Councillor
E. Beauregard, Councillor
R. Bodner, Councillor
G. Bruno, Councillor
F. Danch, Councillor
A. Desmarais, Councillor
D. Kalailieff, Councillor
W. Steele, Mayor (presiding officer)
H. Wells, Councillor

Staff Present: D. Aquilina, Director of Planning and Development
B. Garrett, Director of Corporate Services
A. LaPointe, Manager of Legislative Services/City Clerk
C. Lee, Acting Chief Administrative Officer
L. Nelson, EAA to the Director of Corporate Services (minutes)

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

1. Call to Order:

Mayor Steele called the meeting to order.

2. Introduction of Addendum Items:

Nil.

3. Confirmation of Agenda:

No. 181 Moved by Councillor M. Bagu
Seconded by Councillor H. Wells

That the agenda dated October 28, 2019 be confirmed, as
circulated or as amended.

CARRIED.

4. Disclosures of Interest:

Councillor Wells declared a pecuniary interest regarding item 5. Councillor Wells refrained from discussing or voting on item 5.

5. Adoption of Minutes:

No. 182 Moved by Councillor R. Bodner
Seconded by Councillor D. Kalailieff

- (a) That the minutes of the regular meeting of Council 30-19, held October 15, 2019, be approved as presented.

CARRIED.

6. Determination of Items Requiring Separate Discussion:

The following items were identified for separate discussion:

Item 5.

7. Approval of Items Not Requiring Separate Discussion:

No. 183 Moved by Councillor E. Beauregard
Seconded by Councillor R. Bodner

That items 1 to 9 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. Chief Administrative Officer Department, Report 2019-160, Subject: Memorandum of Understanding – Procurement of Goods and Services**

Council Resolved:

That Council ratify the Memorandum of Understanding attached as Appendix "A" to Chief Administrative Officer's Department Report 2019-160.

2. Engineering and Operations Department, Engineering Division, Report 2019-142, Subject: Oil Mill Creek Municipal Drain – Appointment of Engineer

Council Resolved:

That the Council of the City of Port Colborne receives Report 2019-142 with respect to the Oil Mill Creek Drain Engineer Appointment as information; and

That Paul Marsh P. Eng. Of EWA Engineering Ltd. be appointed under Section 8 of the Drainage Act, Chapter D.17 R.S.O. 1990 for the preparation of a new engineer's report under Section 78 of the Drainage Act, Chapter D.17 R.S.O. 1990, related to the Oil Mill Creek Drain.

3. Engineering and Operations Department, Engineering Division, Report 2019-143, Subject: Point Abino Municipal Drain – Appointment of Engineer

Council Resolved:

That the Council of the City of Port Colborne receives Report 2019-143 with respect to Point Abino Drain Engineer Appointment as information; and

That Paul Marsh P. Eng. Of EWA Engineering Ltd. be appointed under Section 8 of the Drainage Act, Chapter D.17 R.S.O. 1990 for the preparation of a new engineer's report under Section 78 of the Drainage Act, Chapter D.17 R.S.O. 1990, related to the Point Abino Municipal Drain.

4. Engineering and Operations Department, Engineering Division, Report 2019-156, Subject: Biederman Municipal Drain – Appointment of Engineer

Council Resolved:

That the Council of the City of Port Colborne receives Report 2019-156 with respect to Biederman Drain Engineer Appointment as information; and

That Brandon Widner P. Eng. Of Spriet Associates Engineers and Architects. be appointed under Section 8 of the Drainage Act, Chapter D.17 R.S.O. 1990 for the preparation of a new engineer's report under Section 78 of the Drainage Act, Chapter D.17 R.S.O. 1990, related to the Biederman Municipal Drain.

6. Planning and Development Department, Report 2019-146, Subject: Background Study and Development Charges By-law Update

Council Resolved:

That Council receives Planning and Development Department Report 2019-146, Background Study and Development Charges By-law Update for information;

That Council approves the Development Charges implementations as follows:

1. Infill housing – deferral of all development charges for 5 years.
2. Multiple unit residential (including condominiums) – no development charges for the first 3 years; year 4 50%; year 5 100%.
3. Sub-division/new development – 20% of development charges in first year; 40% year 2; 60% year 3; 80% year 4; 100% year 5.
4. Commercial, Industrial, and institutional – no development charges for the first 3 years; year 4 50%; year 5 100%.
5. Brownfield Development – deferral of all development charges for 5 years;

That the updated Development Charges By-law be brought forward for approval at Council; and

That staff be directed to prepare the Notice of passing in accordance with the Development Charges Act.

7. Memorandum from the Economic Development Advisory Committee Re: Development Charges

Council Resolved:

That the memorandum received from the Economic Development Advisory Committee Re: Development Charges be received for information; and

That the following motion be considered by Council when reviewing the Development Charges Bylaw:

That the Economic Development Advisory Committee recommends to the Council of The Corporation of the City of Port Colborne that Development Charges be implemented as follows:

1. Infill housing – deferral of all development charges for 5 years.
2. Multiple unit residential (including condominiums) – no development charges for the first 3 years; year 4 50%; year 5 100%.
3. Sub-division/new development – 20% of development charges in first year; 40% year 2; 60% year 3; 80% year 4; 100% year 5.
4. Commercial and Industrial- no development charges for the first 3 years; year 4 50%; year 5 100%.
5. Brownfield Development – deferral of all development charges for 5 years.

That the City impose a vacancy tax on land that is approved for development which remains undeveloped for a period as recommended by city staff.

8. Pierre Ranger, Chair of the Let's Remember Adam – STOP FOR THE SCHOOL BUS Committee Re: National School Bus Safety Week and Stop Arm Cameras

Council Resolved:

That the correspondence received from Pierre Ranger, Chair of the Let's Remember Adam – STOP FOR THE SCHOOL BUS Committee Re: National School Bus Safety Week and Stop Arm Cameras, be received for information.

9. City of St. Catharines Re: Menstrual Products in City Facilities

Council Resolved:

The the resolution received from the City of St. Catharines Re: Menstrual Products in City Facilities, be received for information.

CARRIED.

8. Consideration of Items Requiring Separate Discussion:

5. Planning and Development Department, Report 2019-155, Subject: Planning Budget Tasks

Moved by Councillor A. Desmarais

Seconded by Councillor G. Bruno

That Council authorize \$75,000 to be allocated to the Planning and Development Department for Consulting Services and be taken from 2019 reserve funds; and

That the main motion be amended to include the following as a second paragraph: That the Director of Planning and Development hold an open house for the removal of topsoil and placement of fill by-law.

CARRIED.

9. Proclamations:

Nil.

10. Minutes of Boards, Commissions & Committees:

No. 184 Moved by Councillor G. Bruno
Seconded by Councillor H. Wells

- (a) That the minutes of the Port Colborne Public Library Board meeting of August 13, 2019, be received.
- (b) That the minutes of the Port Colborne Historical & Marine Museum Board of Management meeting of September 24, 2019, be received.

CARRIED.

11. Consideration of By-laws:

No. 185 Moved by Councillor G. Bruno
Seconded by Councillor D. Kalailieff

That the following by-laws be enacted and passed:

- 6727/91/19 Being a By-law to Authorize the Execution of a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as Represented by the Minister of Tourism, Culture and Sport respecting the Celebrate Ontario 2019 Grant

- 6728/92/19 Being a By-law to Authorize Entering Into an Engineering Agreement with EWA Engineering Inc. for the Oil Mill Creek Municipal Drain
- 6729/94/19 Being a By-law to Authorize Entering Into an Engineering Agreement with EWA Engineering Inc. for the Point Abino Municipal Drain
- 6730/95/19 Being a By-law to Authorize Entering Into an Engineering Agreement with Spriet Associates Engineers & Architects for the Biederman Municipal Drain

CARRIED.

12. Council in Closed Session:

Motion to go into Closed Session – 7:55 p.m.

No. 186 Moved by Councillor H. Wells
Seconded by Councillor G. Bruno

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 meeting: September 23, 2019.
- (b) Verbal report from Italia Reeves, Human Resources Coordinator on behalf of Scott Luey, Chief Administrative Officer, concerning a human resources matter pursuant to the Municipal Act, 2001, Subsection 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees.
- (c) Verbal report from Italia Reeves, Human Resources Coordinator, concerning a human resources matter pursuant to the Municipal Act, 2001, Subsection 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees.
- (d) Memorandum from Italia Reeves, Human Resources Coordinator, dated October 28, 2019, concerning the performance appraisal of the Chief Administrative Officer, pursuant to the Municipal Act, 2001, Subsection 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees.

CARRIED.

Motion to rise with report:

No. 187 Moved by Councillor H. Wells
Seconded by Councillor R. Bodner

That Council do now rise from closed session with report at approximately 9:12 p.m.

CARRIED.

13. Disclosures of Interest Arising from Closed Session:

Nil.

14. Reports/Motions Arising from Closed Session:

(c) Verbal report from Italia Reeves, Human Resources Coordinator, concerning a human resources matter pursuant to the Municipal Act, 2001, Subsection 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees.

No. 188 Moved by Councillor H. Wells
Seconded by Councillor M. Bagu

That Peter Senese be appointed Interim Chief Administrative Officer for the City of Port Colborne; and

That the City Clerk be directed to bring forward a by-law for the appointment of Interim Chief Administrative Officer at the November 12, 2019 meeting of Council.

CARRIED.

12. Consideration of By-laws:

No. 189 Moved by Councillor H. Wells
Seconded by Councillor D. Kalailieff

That the following by-law be enacted and passed:

6731/96/19 Being a By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne at its Regular Meeting of October 28, 2019.

CARRIED.

13. Adjournment:

No. 190 Moved by Councillor F. Danch
Seconded by Councillor E. Beauregard

That the Council meeting be adjourned at approximately 9:14 p.m.
CARRIED.

William W. Steele
Mayor

Amber LaPointe
City Clerk

AL/In