



**City of Port Colborne
Council Meeting Agenda**

Date: Monday, March 22, 2021
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

	Pages
1. Call to Order	
2. National Anthem	
3. Proclamations	
3.1. World Autism Awareness Day, April 2, 2021	1
4. Adoption of Agenda	
5. Disclosures of Interest	
6. Approval of Minutes	
6.1. Regular Meeting of Council - March 8, 2021	4
6.2. Committee of the Whole-Budget - March 11, 2021	26
7. Recommendations Arising from Committees	
7.1. 2021 Rate Budgets, 2021-80	29
That Corporate Services Department Report 2021-80 be received; and	
That the 2021 Rate Budgets as recommended in this report be approved.	
a. Staff Presentation Regarding 2021 Rate Budget and Rate Setting	48

7.2.	2021 Rates Setting, 2021-84	74
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That Corporate Services Department Report 2021-84 be received;

That the 2021 Water, Wastewater and Storm Sewer Rates as set out in page 5 and 8 of report 2021-84 be approved; and

That the Director of Public Works be directed to investigate the Storm Sewer Urban Boundary and bring forward a report to Council with further details.

a.	Memo from Steve Shypowskyj, Manager of Projects & Design - Storm Sewer Budget	90
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8. Staff Reports

8.1.	2020-2023 Strategic Plan, 2021-96	93
8.2.	Lockview Park Redevelopment – Public Engagement Plan, 2021-95	111
8.3.	Funding Agreement with Ministry of Transportation, 2021-107	114
8.4.	Application for Bulk Water Haulage Agreement – Forks Creek Trucking Inc., 2021-89	152
8.5.	Port Colborne Distribution System 2020 Annual Summary Report, 2021-70	163

9. Correspondence Items

9.1.	Niagara Region - Review Options - South Niagara Aquifer	182
9.2.	Niagara Region - Niagara Official Plan Process and Local Municipality Conformity	221
9.3.	Niagara Region - Natural Environment Work Program - 2nd Point of Engagement	232
9.4.	Township of Wainfleet - Donation of Face Coverings	243

10. Presentations

11. Delegations

Due to COVID-19 this meeting will be conducted virtually. Anyone wishing to speak to Council is asked to submit a written delegation that will be circulated to Council prior to the meeting. Written delegations will be accepted until noon the day of the meeting by emailing deputyclerk@portcolborne.ca or submitting a hard copy in the after-hours drop box in front of City Hall, 66 Charlotte Street, Port Colborne. Written delegations accepted after this time will be circulated with the minutes and included as public record.

12. Mayor's Report

13. Regional Councillor's Report

14. Staff Remarks

15. Councillors' Remarks

16. Consideration of Items Requiring Separate Discussion

17. Motions

18. Notice of Motions

19. Minutes of Boards & Committees

20. By-laws

- | | | |
|-------|--|-----|
| 20.1. | By-law to Amend By-laws 3151/22/95 and 3424/6/97, for the Imposition and Collection of Water and Wastewater Rates | 244 |
| 20.2. | By-law to Authorize Entering into an Agreement with The Ministry of Transportation regarding Municipal Transit Funding | 248 |
| 20.3. | By-law to Delegate Authority to the Director of Public Works and Director of Corporate Services for the Purpose of approving Bulk Water Agreements | 284 |
| 20.4. | By-law to Authorize Entering into a Bulk Water Sales Agreement with Forks Creek Trucking Incorporated | 285 |
| 20.5. | By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne | 294 |

21. Confidential Items

Confidential reports will be distributed under separate cover. Items may require a closed meeting in accordance with the *Municipal Act, 2001*.

- 21.1. Minutes of the closed session portion of the March 8, 2021 Council Meeting
- 21.2. Corporate Services Department Report 2021-91, WSIB Coverage and Related Insurance
- 21.3. Corporate Services Department Report 2021-106, Performance Review of the Chief Administrative Officer

22. Procedural Motions

23. Information items

24. Adjournment

From: Dawn Tuckwell <chaptermgr.niagara@autismontario.com>

Sent: March 10, 2021 7:28 PM

To: Nancy Giles <Nancy.Giles@portcolborne.ca>

Subject: Re: Invitation to participate in Autism Ontario's "Raise the Flag" campaign on April 6th, 2021

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Nancy:

April 6th, 2021 will mark a historic day in Canada for the autism community. For the ninth year, Canadians will officially recognize World Autism Awareness Day.

To formally acknowledge the day, Autism Ontario is inviting all Municipalities across Niagara to participate in World Autism Awareness Day by raising an autism awareness flag on Thursday, April 6, 2021. By participating in our 2021 "Raise the Flag" campaign, you are increasing public awareness about Autism Spectrum Disorder (ASD), and the day-to-day issues faced by people with autism and their families.

If your municipality is interested in supporting autism awareness by participating in Autism Ontario's "Raise the Flag" campaign on **April 6th, 2021** please register <https://raisetheflagforautism.com/> or contact Dawn Tuckwell at chaptermgr.niagara@autismontario.com.

I have attached a copy of a proclamation. For questions regarding participation, please contact me at chaptermgr.niagara@autismontario.com or call 905.682.2776 x201.

I hope you will join us in celebrating World Autism Awareness Day.

Sincerely

Dawn Tuckwell **(She/Her)**
Autism Ontario - Niagara Region Chapter Manager
36 Page Street, Suite 401
St. Catharines, ON L2R 4A7
P: 905-682-2776, Ext. 201
chaptermgr.niagara@autismontario.com
www.autismontario.com/niagara



PROCLAMATION

I, (name of Mayor or designate) of the city of (city name) do hereby proclaim

April 2 as World Autism Awareness Day

WHERE AS:	World Autism Awareness Day will be recognized on April 2 nd , 2021, in Canada thanks to Liberal Senator Jim Munson’s Bill S-206, <i>An Act Respecting World Autism Awareness Day</i> ; and
WHERE AS:	Autism Spectrum Disorder (ASD) affects more than 135,000 Ontarians. Autism Spectrum Disorder is now recognized as the most common neurological disorder affecting 1 in every 66 children, as well as their friends, family and community; and
WHERE AS:	ASD is a spectrum disorder, which means it not only manifests itself differently in every individual in whom it appears, but its characteristics will change over the life of each individual as well. A child with ASD will become an adult with ASD; and
WHERE AS:	Autism Ontario (formerly Autism Society Ontario) is the leading source of information and referral on autism and one of the largest collective voices representing the autism community. Since 1973, Autism Ontario has been providing support, information and opportunities for thousands of families across the province; and
WHERE AS:	Autism Ontario is dedicated to increasing public awareness about autism and the day-to-day issues faced by individuals with autism, their families, and the professionals with whom they interact. The association and its chapters share common goals of providing information and education, supporting research, and advocating for programs and services for the autism community; and
THEREFORE:	I (Mayor Name or Designate), do hereby declare April 2 nd as World Autism Awareness Day.

Dated at (municipality), Ontario this 2nd day of April, 2021.

PROCLAMATION

Je, (nom du maire ou de son représentant désigné) de la ville de (nom de la ville), proclame,
par la présente,

le 2 avril Journée mondiale de sensibilisation à l'autisme

ATTENDU :	Que la Journée mondiale de sensibilisation à l'autisme sera reconnue officiellement au Canada, le 2 avril 2021, grâce au sénateur libéral Jim Munson qui a présenté et fait adopter le projet de loi S-206 instituant la <i>Loi sur la Journée mondiale de sensibilisation à l'autisme</i> ;
ATTENDU :	Que le trouble du spectre de l'autisme affecte plus de 135 000 personnes en Ontario. Qu'il est maintenant admis que le trouble du spectre de l'autisme est le trouble neurologique le plus courant puisqu'il touche un enfant sur 66 ainsi que leurs amis, leurs familles et la collectivité;
ATTENDU :	Que le trouble du spectre de l'autisme (TSA) se manifeste différemment chez chaque personne qu'il touche et que ses caractéristiques se modifieront tout au long de la vie de chacun. Autrement dit, qu'un enfant ayant un TSA deviendra un adulte ayant un TSA;
ATTENDU :	Qu'Autisme Ontario (auparavant Autism Society Ontario) est la principale source d'information et de référence sur l'autisme et l'une des plus importantes voix collectives qui représentent la communauté autiste. Que, depuis 1973, Autisme Ontario fournit un soutien, de l'information et des possibilités à exploiter à des milliers de familles, dans l'ensemble de la province;
ATTENDU :	Qu'Autisme Ontario ne ménage aucun effort pour sensibiliser le public aux troubles du spectre de l'autisme et aux difficultés quotidiennes auxquelles sont confrontés les personnes autistes elles-mêmes, leurs familles et les professionnels qui interviennent auprès d'elles. Que l'association et ses sections locales partagent des buts communs d'information et d'éducation, de soutien à la recherche et de revendication de programmes et de services pour la communauté autiste.
POUR CES MOTIFS :	Je, (maire de la ville ou son remplaçant désigné), déclare, par la présente, que le 2 avril devient Journée mondiale de sensibilisation à l'autisme.

Fait à (nom de la municipalité), Ontario, ce deuxième jour d'avril 2021.

**City of Port Colborne
Council Meeting Minutes**

Date: Monday, March 8, 2021
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
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
T. Cartwright, Director of Community Safety & Enforcement
A. LaPointe, Manager of Legislative Services/City Clerk
S. Luey, Chief Administrative Officer
C. Madden, Deputy Clerk (minutes)
B. Boles, Director of Corporate Services/Treasurer
C. Kalimootoo, Director of Public Works
S. Lawson, Fire Chief

1. Call to Order

Mayor Steele called the meeting to order.

2. National Anthem

3. Proclamations

4. Adoption of Agenda

Moved by Councillor H. Wells
Seconded by Councillor R. Bodner

That the agenda dated March 8, 2021 be confirmed, as amended.

Carried

5. Disclosures of Interest

5.1 Councillor E. Beauregard - Nickel Beach and Centennial – Cedar Bay Beach Seasonal Operation Plans 2021, 2021-49

The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as the City's solicitor provided legal advice on this item.

5.2 Councillor E. Beauregard - Memo from Bryan Boles, Director of Corporate Services/Treasurer - Supplemental Information to Council Report 2021-49

The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as the City's solicitor provided legal advice on this item.

5.3 Councillor E. Beauregard - Recommendation Report for Official Plan & Zoning By-law Amendment Applications, File D09-01-20 & D14-03-20 Mineral Aggregate Resources & Operation Zone, 2021-63

The Councillor is employed by Sullivan Mahoney LLP., one of the solicitors for Rankin Construction, the parent company of Port Colborne Quarries Inc. and has an indirect pecuniary interest as the decision of Council on this item will have a direct impact on Port Colborne Quarries application before Council to rehabilitate some of its pits.

5.4 Councillor E. Beauregard - Sale of Land to Greg and Carole Newman, 2021-64

The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as the City's solicitor provided legal advice on this item.

5.5 Councillor E. Beauregard - Planning and Development Department Report 2021-83, Appeal of Committee of Adjustment Decision A07-20-PC

The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as the City's solicitor provided legal advice on this item.

5.6 Councillor E. Beauregard - By-law to Adopt Amendment No. 7 to the Official Plan for the City of Port Colborne

The Councillor is employed by Sullivan Mahoney LLP., one of the solicitors for Rankin Construction, the parent company of Port Colborne Quarries Inc. and has an indirect pecuniary interest as the decision of Council on this item will have a direct impact on Port Colborne Quarries application before Council to rehabilitate some of its pits.

5.7 Councillor E. Beauregard - Being a By-law to Amend Zoning By-law 6575/30/18 Regarding Mineral Aggregate Operation Zone Provisions, Definitions and Uses in the Highly Vulnerable Aquifer

The Councillor is employed by Sullivan Mahoney LLP., one of the solicitors for Rankin Construction, the parent company of Port Colborne Quarries Inc. and has an indirect pecuniary interest as the decision of Council on this item will have a direct impact on Port Colborne Quarries application before Council to rehabilitate some of its pits.

5.8 Councillor E. Beauregard - By-law to Authorize Entering Into an Agreement of Purchase and Sale with Greg and Carole Newman Respecting Part 1 on Plan 59R-16888 and Part 2 on Plan 59R-16565

The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as the City's solicitor provided legal advice on this item.

5.9 Councillor R. Bodner - Town of Niagara-on-the-Lake - Support for Wine Sector

The Councillor's Sherkston Supermart store has a LCBO/Beer Store outlet which sells Ontario Wine. The Councillor has declared a direct pecuniary interest as this item speaks of Wineries being able to deliver direct to stores, with margin.

6. Approval of Minutes

Moved by Councillor A. Desmarais

Seconded by Councillor E. Beauregard

- a. That the minutes of the Public Meeting held on February 16, 2021, be approved as circulated.
- b. That the minutes of the Committee of the Whole-Budget meeting held on February 17, 2021, be approved as circulated.

- c. That the minutes of the regular meeting of Council held on February 22, 2021, be approved as circulated.

Carried

6.1 Public Meeting - February 16, 2021

6.2 Committee of the Whole-Budget - February 17, 2021

6.3 Regular Meeting of Council - February 22, 2021

7. Staff Reports

Moved by Councillor M. Bagu

Seconded by Councillor H. Wells

That items 7.2, 7.3, and 7.4 be approved, and the recommendations contained therein be adopted.

Carried

7.2 Grants for Non-Profits, 2021-79

That Chief Administrative Office Department Report 2021-79 be received;
and

That the following grants for non-profits be approved for the first allocation of 2021 grants:

\$5,200 Community Living Port Colborne-Wainfleet

\$1,200 Port Colborne Historical and Marine Museum

\$2,300 Port Colborne Lions Club

\$1,525 Royal Canadian Legion Branch

\$4,000 The Evening Optimist Club of Port Colborne Inc.

\$3,000 Women's Place of South Niagara Inc.

\$3,000 Niagara Health Foundation

7.3 Recommendation Report for Removal of a Holding Provision at 301 Mitchell Street, File D14-06-21, 2021-82

That Planning and Development Department Report 2021-82 be received;

That the holding provision for 301 Mitchell Street be removed;

That the By-law attached as Appendix A to Planning and Development Report 2021-82 be brought forward for approval; and

That Planning staff be directed to notify the owner/applicant accordingly.

7.4 Statement of Remuneration and Expenses for the Year Ended 2020, 2021-73

That Corporate Services Department Report 2021-73 be received for information.

7.1 Recommendation Report for Official Plan & Zoning By-law Amendment Applications, File D09-01-20 & D14-03-20 Mineral Aggregate Resources & Operation Zone, 2021-63

Councillor E. Beauregard declared a conflict on this item. (The Councillor is employed by Sullivan Mahoney LLP., one of the solicitors for Rankin Construction, the parent company of Port Colborne Quarries Inc. and has an indirect pecuniary interest as the decision of Council on this item will have a direct impact on Port Colborne Quarries application before Council to rehabilitate some of its pits.)

This item was withdrawn from the agenda.

a. Delegation Material from Port Colborne Quarries

8. Correspondence Items

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

That items 8.1 to 8.5 be received for information.

Carried

8.1 AMCTO - An Open Letter to Ontario Municipal Councils

8.2 City of Vaughan - Response to Unlicensed and Unmonitored Cannabis Grow Operations

8.3 Various Municipalities - Response to Amend AGCO Licensing and Application Process for Cannabis Retail Stores

8.4 Various Municipalities - Response to Amend the Tile Drainage Installation Act

8.5 Various Municipalities - Response to Drainage Matters on Canadian National Railway Lands

9. Presentations

10. Delegations

11. Mayor's Report

A copy of the Mayor's Report is attached.

12. Regional Councillor's Report

Regional Councillor Butters provided an update to City Council.

13. Staff Remarks

13.1 Sugarloaf Marina Clarification (Boles)

The Director of Corporate Services/Treasurer provided clarification to Council with respect to the Sugarloaf Marina Rates report that came forward at the last Council meeting. The Director informed Council that Sugarloaf Marina does cover its own operating costs, but that the current budget does not address the Marina's future capital needs which is why the Marina's increased rates were proposed.

13.2 Safe Restart Funding (Boles)

The Director of Corporate Services/Treasurer informed Council that the City had recently received a Safe Restart grant from the Province in the amount of \$500,000. The Director further indicated that the grant was provided to assist municipalities in response to the COVID-19 pandemic and a report will be provided to Council to outline what these funds will be used for.

13.3 Audit Update (Boles)

The Director of Corporate Services/Treasurer informed Council that the audit has begun and that a year-end surplus/deficit report will be brought forward to Council during the first meeting in April 2021.

14. Councillors' Remarks

14.1 New Fire Chief (Mayor)

The Mayor informed Council and the public that Scott Lawson has been appointed the City's new Fire Chief. The Mayor expressed gratitude towards Tom Cartwright for his 20 years of service as Fire Chief and

welcomed him into his new role as Director of Community Safety & Enforcement.

14.2 International Women's Day (Desmarais)

Councillor Desmarais expressed gratitude towards Communications staff for announcing International Women's Day on the City's social media.

14.3 Thank you to Staff (Kalailieff)

Councillor Kalailieff expressed appreciation towards staff for all their hard work.

14.4 Shopping Cart (Danch)

Councillor Danch requested that staff investigate a shopping cart that has been sitting near the Mellanby Road bridge.

14.5 Waste and Recyclables Around the City (Danch)

Councillor Danch informed Council and the public that he will be distributing clear garbage bags for free to anyone who wishes to pick up garbage waste or recyclables that are located around the City.

14.6 Construction at the End of Pleasant Beach Road (Wells)

In response to Councillor Wells' inquiry regarding the construction being conducted at the end of Pleasant Beach Road, the Director of Public Works informed Council that staff are aware of the construction and attend the worksite daily to ensure the construction is being conducted pursuant to the permit.

14.7 Sale of Pleasant Beach Campground (Wells)

In response to Councillor Wells' inquiry regarding whether Sherkston Shores has expressed any intentions to the City with respect to their purchase of Pleasant Beach Campground, the Chief Administrative Officer informed Council that the City has no knowledge of any changes in the area and that there was no City involvement in the sale of the property.

14.8 Garbage Pick-up (Bagu)

In response to Councillor Bagu's request for staff's assurance that a plan is in place for regular garbage pick-ups this upcoming summer, the Chief Administrative Officer confirmed that the schedule of emptying garbage containers in public areas will continue to be discussed and improved upon by staff.

15. Consideration of Items Requiring Separate Discussion

15.1 Nickel Beach and Centennial – Cedar Bay Beach Seasonal Operation Plans 2021, 2021-49

Councillor E. Beauregard declared a conflict on this item. (The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as the City's solicitor provided legal advice on this item.)

Moved by Councillor R. Bodner
Seconded by Councillor H. Wells

That the Centennial – Cedar Bay Beach Operations Plan attached as Appendix A, and the Nickel Beach Operations Plan attached as Appendix B of Corporate Services Department Report 2021-49 be approved; and

That the Director of Corporate Services be directed to engage staff in the implementation of the seasonal operations outlined in Appendix A and Appendix B of Corporate Services Department Report 2021-49.

Amendment:

Moved by Councillor R. Bodner
Seconded by Councillor H. Wells

That the Centennial – Cedar Bay Beach Operations Plan attached as Appendix A, and the Nickel Beach Operations Plan attached as Appendix B of Corporate Services Department Report 2021-49 be approved;

That the Director of Corporate Services be directed to engage staff in the implementation of the seasonal operations outlined in Appendix A and Appendix B of Corporate Services Department Report 2021-49; and

That drive-in access to Centennial-Cedar Bay Beach be restricted to Niagara residents only.

Carried

a. Memo from Bryan Boles, Director of Corporate Services/Treasurer - Supplemental Information to Council Report 2021-49

Councillor E. Beauregard declared a conflict on this item. (The Councillor is employed by Sullivan Mahoney LLP, the City's

solicitor, and has an indirect pecuniary interest as the City's solicitor provided legal advice on this item.)

15.2 Downtown BIA Pilot Project with Farmers' Market, 2021-67

Moved by Councillor R. Bodner
Seconded by Councillor G. Bruno

That Chief Administrative Office Report 2021-67 be received;

That Council approves the Downtown BIA managing the farmers' market as a two-year pilot project; and

That Council direct the Economic Development Officer to work with the Downtown BIA on a Memorandum of Understanding (MOU) and an amended by-law.

Carried

15.3 AGCO Applications in Port Colborne, 2021-85

Moved by Councillor G. Bruno
Seconded by Councillor M. Bagu

That Chief Administrative Office Department Report 2021-85 be received for information.

Carried

Amendment:

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

That Chief Administrative Office Department Report 2021-85 be received for information.

That Council notify the AGCO of its opposition to applications to permit alcohol consumption in consumptive areas of convenience stores.

Lost

15.4 Sale of Land to Greg and Carole Newman, 2021-64

Councillor E. Beauregard declared a conflict on this item. (The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as the City's solicitor provided legal advice on this item.)

Moved by Councillor M. Bagu
Seconded by Councillor D. Kalailieff

That Council declares Part 1 on Plan 59R-16888 and Part 2 on Plan 59R-16565 as surplus to the City's needs.

That the City enters into an Agreement of Purchase and Sale with Greg and Carole Newman for the purchase of Part 1 on Plan 59R-16888 and Part 2 on Plan 59R-16565 for \$3,880 (plus HST) attached as Appendix A.

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

Amendment:

Moved by Councillor M. Bagu
Seconded by Councillor D. Kalailieff

That consideration of Planning and Development Department Report 2021-64 Subject: Sale of Land to Greg and Carole Newman, be referred to the Director of Planning and Development in order to contact the adjacent property owner to confirm that they do not wish to purchase the section of property that is currently a portion of their driveway, and bring a report forward to Council with further details.

Carried

15.5 Emily Project – Farm 911 Municipal Addressing, 2021-71

Moved by Councillor R. Bodner
Seconded by Councillor H. Wells

That Council receive Fire and Emergency Services Report 2021-71, regarding the Emily Project – FARM 911 Municipal Addressing;

That Council endorse the Emily Project – FARM 911 Municipal Addressing and approve the installation of rural farm land signs and farm parcel municipal addressing upon request of the landowner; and

That Council approve one of two funding models:

1. The City fully funds all aspects of the sign installation.
2. The City charges back the cost of the sign and installation to the applicant.

Amendment:

Moved by Councillor R. Bodner

Seconded by Councillor G. Bruno

That Council receive Fire and Emergency Services Report 2021-71, regarding the Emily Project – FARM 911 Municipal Addressing;

That Council endorse the Emily Project – FARM 911 Municipal Addressing and approve the installation of rural farm land signs and farm parcel municipal addressing upon request of the landowner; and

That Council approves the City charging back the sign and installation cost of \$115 to the applicant.

Carried

15.6 Clarence Street Sidewalk Construction – Hampton Avenue to Wood Lane, 2021-65

Moved by Councillor M. Bagu

Seconded by Councillor D. Kalailieff

That Engineering and Operations Department Report 2021-65 be received;

That the Director of Public Works be directed to construct sidewalk on the south side of Clarence Street from the existing sidewalk west of Wood Lane to Hampton Avenue;

That the Director of Public Works be authorized to complete the work under the 2021 concrete sidewalk contract with Signature Contractors at the unit rates set within the contract agreement; and

That the Director of Public Works be authorized and directed to do all things necessary to give effect to this resolution.

Carried

15.7 Excavator Purchase for Municipal Drains, 2021-72

Moved by Councillor R. Bodner
Seconded by Councillor H. Wells

That Engineering and Operations Department Report 2021-72 be received;

That the Director of Public Works be directed to issue a tender for the purchase of an excavator; and

That the Director of Public Works be directed to award the tender if equal to or less than the current monthly cost.

Carried

15.8 Economic Development Reserve Account, 2021-81

Moved by Councillor G. Bruno
Seconded by Councillor M. Bagu

That Chief Administrative Office Report 2021-81 be received;

That Council approve the creation of a new Economic Development Reserve account to be used for land proceeds, acquisitions, development costs, and other strategic economic development initiatives;

That the net proceeds from Phase One (1) of the City Real Estate initiative be directed to the new Economic Development Reserve; and

That the cost of the comprehensive Community Improvement Plan (CIP) review be funded from this reserve.

Carried

15.9 External Review of Community Improvement Plans (CIPs), 2021-68

Moved by Councillor M. Bagu
Seconded by Councillor G. Bruno

That Chief Administrative Office Report 2021-68 be received;

That Council approves retaining a consultant to complete a comprehensive review of the City's Community Improvement Plans (CIPs); and

That Council approve a project budget limit of \$125,000 plus HST to be funded from the newly proposed Economic Development reserve.

Carried

15.10 Jungblunzlauer (JBL) - Request Support for Provincial OMAFRA Grant Application

Moved by Councillor G. Bruno

Seconded by Councillor F. Danch

That the request received from Jungblunzlauer (JBL), be supported.

Carried

15.11 Rogers Communications Canada Inc. - Request Support for Improved Broadband Access

Moved by Councillor E. Beauregard

Seconded by Councillor A. Desmarais

That the request received from Rogers Communications Canada Inc., be supported.

Carried

15.12 Town of Niagara-on-the-Lake - Support for Wine Sector

Councillor R. Bodner declared a conflict on this item. (The Councillor's Sherston Supermart store has a LCBO/Beer Store outlet which sells Ontario Wine. The Councillor has declared a direct pecuniary interest as this item speaks of Wineries being able to deliver direct to stores, with margin.)

Moved by Councillor D. Kalailieff

Seconded by Councillor A. Desmarais

That the correspondence received from the Town of Niagara-on-the-Lake regarding Support for Wine Sector, be received for information.

Carried

16. Motions

17. Notice of Motions

18. Minutes of Boards & Committees

18.1 Port Colborne Public Library Board Meeting Minutes - December 1, 2020 and January 18, 2021

Moved by Councillor F. Danch
Seconded by Councillor H. Wells

That the minutes of the Port Colborne Library Board Meetings, held on December 1, 2020 and January 18, 2021, be approved as presented.

Carried

19. By-laws

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

That items 19.4, 19.5, and 19.6 be enacted and passed.

Carried

19.4 By-law to Amend Zoning By-law 6575/30/18 respecting the removal of the Holding Symbol (H) - Municipally Known as 301 Mitchell Street

19.5 By-law to Repeal By-laws 4124/119/01 and 6618/73/18 and to Appoint a Fire Chief for the City of Port Colborne

19.6 By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne

19.1 By-law to Adopt Amendment No. 7 to the Official Plan for the City of Port Colborne

Councillor E. Beauregard declared a conflict on this item. (The Councillor is employed by Sullivan Mahoney LLP., one of the solicitors for Rankin Construction, the parent company of Port Colborne Quarries Inc. and has an indirect pecuniary interest as the decision of Council on this item will have a direct impact on Port Colborne Quarries application before Council to rehabilitate some of its pits.)

This item was withdrawn from the agenda.

19.2 Being a By-law to Amend Zoning By-law 6575/30/18 Regarding Mineral Aggregate Operation Zone Provisions, Definitions and Uses in the Highly Vulnerable Aquifer

Councillor E. Beauregard declared a conflict on this item. (The Councillor is employed by Sullivan Mahoney LLP., one of the solicitors for Rankin Construction, the parent company of Port Colborne Quarries Inc. and has an indirect pecuniary interest as the decision of Council on this item will have a direct impact on Port Colborne Quarries application before Council to rehabilitate some of its pits.)

This item was withdrawn from the agenda.

19.3 By-law to Authorize Entering Into an Agreement of Purchase and Sale with Greg and Carole Newman Respecting Part 1 on Plan 59R-16888 and Part 2 on Plan 59R-16565

Councillor E. Beauregard declared a conflict on this item. (The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as the City's solicitor provided legal advice on this item.)

This item has been withdrawn as a result of the corresponding report's referral.

20. Confidential Items

The City Clerk reported that direction was provided to staff for item 20.2 during closed session in accordance with the *Municipal Act, 2001*.

Moved by Councillor G. Bruno

Seconded by Councillor A. Desmarais

That Council do now proceed into closed session in order to address items 20.1 and 20.2.

Carried

20.1 Minutes of the closed session portion of the February 22, 2021 Council Meeting

20.2 Planning and Development Department Report 2021-83, Appeal of Committee of Adjustment Decision A07-20-PC

Councillor E. Beauregard declared a conflict on this item. (The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as the City's solicitor provided legal advice on this item.)

21. Procedural Motions

22. Information items

23. Adjournment

Council moved into Closed Session at approximately 9:20 p.m.

Council reconvened into Open Session at approximately 10:06 p.m.

Mayor Steele adjourned the meeting at approximately 10:07 p.m.

William C. Steele, Mayor

Amber LaPointe, City Clerk



PORT COLBORNE

MAYOR'S REPORT

MARCH 8, 2021 COUNCIL MEETING

COVID-19

On March 1st Niagara moved to Red-Control, as described in the Keeping Ontario Safe and Open Framework.

This has had some impacts for City programs and services.

Rink 2 will open and welcome back skaters and will be available to permit holders only. Adhering to the Provincial Framework in Red - Control, the maximum number of participants is 10. One parent/guardian per participant under the age of 18 years old is permitted within the facility to supervise.

At this time, the YMCA will not be resuming in-person programs at any of the YMCA of Niagara Health and Fitness locations. They are offering virtual programs and information is available on their website.

The Walking Track will remain closed until further notice. A requirement in Red-Control is that participants must pre-register for all activities. City staff are working on a registration tool to allow individuals to book one-hour time slots. Once the Walking Track is open, it will be communicated to the public.

City Hall will continue to serve residents by appointment. In-person appointments will be scheduled for essential and time sensitive services. Where possible, services will be provided through remote means. To access City services, please call our customer service representative team at 905-835-2900.

The Museum is booking 45-minute appointments of no more than four guests, with sanitization taking place in between each appointment. Services include guided tours, heritage research, gift shop browsing, artifact donations and membership renewals.

The Library continues to offer curbside pick-up including several art projects for children. No in person services are yet available.

Essential City services, including but not limited to, road maintenance, snow removal and water and wastewater operations will continue.

We emphasize the need for social distancing, hand washing and face coverings where social distancing can't be maintained or where required by the Region's face covering by-law.

We are also waiting for our supply of vaccines for the general public.

In the City of Port Colborne, we will be using the gymnasium at the Vale Health & Wellness Centre as our vaccination site.

Individuals will have to register to receive a vaccine.

Residents are reminded that Public Health is not currently booking vaccination appointments, and they should not call at this time.

While not yet available, the clinic schedules will be well publicized through all forms of media, including the newspaper, social media, local radio, municipal websites and community groups.

As the demand for vaccines is exceptionally high, and the situation is constantly evolving, vaccine locations and details are subject to change.

On Friday Niagara Health advised that they will begin booking appointments to vaccinate patients who are 80 years of age and older and are currently admitted to a hospital bed or have been admitted and stayed overnight in the last six months. This will include patients at all sites of Niagara Health and at Hotel Dieu Shaver Health and Rehabilitation Centre.

In addition, they will continue to vaccinate healthcare workers. Thus far, a total of 16,660 vaccines have been administered at the clinic to patient-facing healthcare workers such as long-term care and retirement home workers, hospital staff and physicians, primary care providers, dentists and other specialists, as well as medical first responders (paramedics, police and firefighters).

I ask that you please be patient and kind when speaking with staff about your concerns. We will let you know immediately when any new information is received.

VOLUNTEER OPPORTUNITIES

Volunteer roles are available to support Niagara Region Public Health and Emergency Services staff with immunization clinics.

Please check out the News section of our website for details.

LOWERING OF FLAGS ACROSS NIAGARA

I would now like to read you An Open Letter from Niagara's Mayors and Regional Chair

Dear Niagara Residents,

As we reflect on the anniversary of the first case of COVID-19 in Niagara, we acknowledge both our community's journey, and what still lies ahead.

We recognize those who have lost their lives as a result of this pandemic. At present, COVID-19 has claimed the lives of 369 residents, leaving a lasting impact on their families, friends and caregivers alike. For these residents, the legacy of COVID-19 will be ever-present as they remember lives well lived by their loved ones.

We also acknowledge the impact of COVID-19 on the collective mental health of our community. Many of us struggle with feelings of isolation, anxiety, depression and stress. The pandemic has also profoundly affected our economy, with many losing their jobs and some businesses closing forever. The uncertainty created by the pandemic has led many in our community to feel confusion, frustration and even anger – we all must continue to be patient and kind to each other.

But we can all take some comfort in knowing the end is in sight. With four vaccines having now been approved, it is our hope that the journey will not be much longer. Residents should know that we have a plan and we are ready to administer as many vaccines as possible once supply is made available.

Throughout this pandemic, we have continued to hear amazing stories of residents supporting one another. By staying home, you helped to keep many others safe. By wearing a mask, you showed that you care more about your neighbour than your own comfort. By practicing

physical distancing, you made a meaningful sacrifice that has slowed the spread of the virus. Many of you also stepped up and supported local businesses during this challenging time - we have never been more proud of our community.

In recognition of this first anniversary, all of Niagara's municipalities will be lowering their flags to half-staff from March 12-14. Rest assured that we will come together as a community when this is over to reflect on our experiences, but for now we all need to keep doing our part to keep one another healthy.

Although everyone's experience through the pandemic is personal, it is our hope that we continue to build a stronger and more resilient community. We want to express our most sincere thanks and appreciation for everything each resident and each family has done.

FREE MASK GIVEAWAY

As part of a generous donation from MedSup Canada to the Niagara Health Foundation, Niagara Region received more than five million non-medical masks for the community.

Port Colborne Fire Fighters will be handing out one free box per household on Tuesday, March 9th from 4-6 p.m. at the Fire Hall at 3 Killaly Street West.

Non-perishable food donations will be accepted for the Food Bank.

FREE FOOD GIVEAWAY

On Saturday, March 6th there was a free food giveaway sponsored by Bethel United Church and Forkes Road United Church. This group of volunteers managed to source high quality food for our residents. I would like to thank them for their hard work and time in making this event a great success.

Thanks also goes out to Cst. Maggie Chisholm from the Niagara Regional Police who was on site handing out other items of need sponsored by the Socks for Change Program, and to Tom Cartwright, Scott Lawson and Maggie Lawson who delivered boxes of non-medical masks to each vehicle.

WATER SAMPLE PICKUPS

I am pleased to advise that we will again be accepting rural water samples at City Hall to be sent to the lab for testing. This service will commence on March 15th.

Exact details of pick up dates will be determined later this week. Please watch our website and social media platforms for more information.

This is great news for our rural residents.

INTERNATIONAL WOMEN'S DAY

Today, we honour women pioneers who have made significant contributions throughout history advocating for women's rights and gender equality. These women have paved the way for future generations to be empowered and have more opportunities to prosper.

We mark the celebration of womankind, their contribution, and how far they have come.

It is also a time to recognize that advocacy is still needed to continue breaking down barriers until equality is achieved for all women worldwide.

Together we persevere, Together we stand, together we strive.

I would like to thank the South Western Insurance Group for this quote as we celebrate International Women's day today.

OPENING OF THE WELLAND CANAL

The St. Lawrence Seaway Management Corporation has announced that the Welland Canal will open on Friday, March 19th.

Our traditional Top Hat Ceremony will take on a virtual approach this year.

We are encouraging children to PORTicipate by stopping by the library to pick up their Top Hat Craft Kits, like this one, and make your own Top Hat. Take a picture and send it to us.

On Sunday March 14th at 7 p.m. St. James and St. Brendan's Church will be live-streaming their annual Mariner's Service on their Facebook page. This service is an opportunity to wish our seafaring workers safe travels in 2021.

The Museum will be posting a history video and on March 19th we will have a virtual message from the Town Crier and myself, welcoming the first downbound vessel into the canal and celebrating the start of the 2021 shipping season.

The Fair Trade Committee will also have a message for the community in lieu of their traditional pancake breakfast.

Hopefully next year we will be back in Lock 8 park with the fire going, hot coffee and pancakes, and the community celebrating together again.

REMEMBRANCE OF OUR SERVICE PERSONNEL

The week we will be hanging yellow ribbons on the lamp posts in front of City Hall, as we have done every year since 2009, when Corporal Tyler Crooks lost his life in Afghanistan.

These yellow ribbons symbolize our remembrance not only of Tyler and his ultimate sacrifice while serving his country, but of all past veterans and current personnel serving our country.

I would ask everyone to bow their heads for a moment of silence as we remember.

Bow head for one minute.

Thank you.



City of Port Colborne

Committee of the Whole - Budget Meeting Minutes

Date: Thursday, March 11, 2021
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

Members Present: M. Bagu, Councillor
E. Beauregard, Councillor
R. Bodner, Councillor
G. Bruno, Councillor
A. Desmarais, Councillor
D. Kalailieff, Councillor
W. Steele, Mayor (presiding officer)
H. Wells, Councillor

Members(s) Absent: F. Danch, Councillor

Staff Present: A. LaPointe, Manager of Legislative Services/City Clerk
S. Luey, Chief Administrative Officer
C. Madden, Deputy Clerk (minutes)
B. Boles, Director of Corporate Services/Treasurer
C. Kalimootoo, Director of Public Works

1. Call to Order

Mayor Steele called the meeting to order.

2. Adoption of Agenda

Moved By Councillor E. Beauregard
Seconded By Councillor H. Wells

That the agenda dated March 11, 2021, be confirmed, as circulated.

Carried

3. Disclosures of Interest

4. Staff Reports

4.1 2021 Rate Budgets, 2021-80

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

That Corporate Services Department Report 2021-80 be received; and

That the 2021 Rate Budgets as set out in appendix A, B, and C of report 2021-80 be approved.

Carried

a. Staff Presentation Regarding 2021 Rate Budget and Rate Setting

4.2 2021 Rates Setting, 2021-84

Moved By Councillor D. Kalailieff
Seconded By Councillor M. Bagu

That Corporate Services Department Report 2021-84 be received; and

That the 2021 Water, Wastewater and Storm Sewer Rates as set out in page 5 and 8 of report 2021-84 be approved.

Amendment:

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

That Corporate Services Department Report 2021-84 be received;

That the 2021 Water, Wastewater and Storm Sewer Rates as set out in page 5 and 8 of report 2021-84 be approved; and

That the Director of Public Works be directed to investigate the Storm Sewer Urban Boundary and bring forward a report to Council with further details.

Carried

5. Correspondence Items

6. Presentations

7. **Delegations**
8. **Procedural Motions**
9. **Information Items**
10. **Adjournment**

Mayor Steele adjourned the meeting at approximately 9:10 p.m.

William C. Steele, Mayor

Amber LaPointe, City Clerk



Subject: 2021 Rate Budgets

To: Committee of the Whole - Budget

From: Corporate Services Department

Report Number: 2021-80

Meeting Date: March 11, 2021

Recommendation:

That Corporate Services Department Report 2021-80 be received; and

That the 2021 Rate Budgets as recommended in this report be approved.

Purpose:

The purpose of this report is to present the proposed 2021 Rate Budgets to Council for approval.

A separate report has been prepared by way of Council report titled, 2021 Rate Setting, Report 2021-81, to establish the water, waste water and storm sewer rates to be charged.

Background:

The 2021 Rate Budgets are presented on an adjusted timeline from that approved in Report 2020-97. In the summer of 2021 Staff will outline a path to have the Rate Budgets approved on a similar timeline to the Levy budget (on or before December 13).

The 2021 Rate Budgets were developed through a collaborative process. Similar to the Levy Budget, Staff based their recommendations after considering:

- Organization capacity to fulfill the direction this budget provides:
 - Staff recognizing the COVID-19 pandemic is on-going
 - Staff changes in the Engineering and Operations division
- Organization financial flexibility and ratepayer affordability recognizing water and wastewater rates are higher but when coupled with property taxes still

- equals a comparable to slightly more affordable total cost than other municipalities. Affordable is discussed in Report 2021-84, Rate Setting.
- A desire to continuously improve:
 - Introduce a new account structure (blue print) to track future success
 - Establish a pathway to identify quick wins and plot a sustainable path forward with respect to water and wastewater improvements.

The budget document should be read in conjunction with the 2021 Capital and Related Project Budget (Report 2020-125) approved by Council at the September 28, 2020 Council meeting and the budget presentation presented to the Committee of the Whole on September 17, 2020.

Financial Services acknowledges that the format of the 2021 Rate Budgets are very different than previous years. Staff took a bottom up approach, including adjusting the account structure to facilitate future triennial financial reporting. Staff did not use the prior year budget plus inflation approach. The hope is Council will find the new format as a continued movement towards increasing accountability and transparency. Financial Services would like to thank the Director and Staff of the Public Works department that worked hand in hand in the development of this budget.

Discussion:

Financial Services highlights the budget is a plan to allocate resources in advance for the maximum benefit of City residents and stakeholders. It is a method to authorize revenue and expense authority. In preparing the 2021 budget, certain assumptions and estimates are necessary. They are based on information available to staff at the time. Actual results will vary although as regulated through the *Municipal Act*, a balanced budget is required.

Rate Budget Impact

Water and Waste Water

If approved as presented, the 2021 water and waste water combined budget increase would be 2.98% (represented by a 8.5% reduction in the water budget offset by a 12.9% increase in the wastewater budget).

Driving the water budget reduction is an improvement in the water billing to purchased ratio from 54.3% in 2018 to approximately 64% in 2020. Directionally this figure should be closer to 85% suggesting the City has made progress but there is more work to be done.

The increase in the wastewater budget is an acknowledgement that a refocus on wastewater is required. In 2020 payments to the Niagara Region to treat the waste water were approximately 86% of total City revenue. Directionally this percentage

should be closer to 50% suggesting the City has significant inflow and infiltration work to be done. City Staff thank Barbara A. Robinson, M.A.Sc., P.Eng., President and Founder, Norton Engineering Inc. for the educational presentation to the Budget Review Committee of the Whole on Inflow and Infiltration (“I&I”) in Sanitary Sewers on February 17, 2021.

Storm Sewer

If approved as presented, the 2021 Storm Sewer budget increase would be 10%. The most significant cost in this budget is the Nickel Storm Sewer project with annual borrowing costs representing approximately \$536 thousand dollars or 63% of the total budget.

Budget Summary

This budget was developed recognizing City rate services have never stopped during the pandemic. Recognizing the ongoing COVID-19 pandemic, Staff have developed budgets that maintain current service levels while providing funding to develop a plan and act as quickly as possible to work towards a more sustainable rate budget environment.

Recent organizational changes have provided for a renewed analysis of City rate services. The City has had an opportunity to discuss with Senior Staff at the Niagara Region and appreciate their insight and cooperation as we work towards a more sustainable rate budget environment for the City.

The 2021 Capital and Related Project Budget approved funding to develop a plan and implement waste water flow monitoring. Staff are working on that plan and related initiative at the time of writing this report. Albert Einstein famously said, “If I had an hour to save the world, I’d spend 55 minutes defining the problem and five minutes finding the solution.” Staff understand residents and local stakeholders would like to move fast to improve the water and wastewater rate environment and investigative works and planning are currently underway to implement those improvements.

To ensure Council, residents and local stakeholders remain informed Staff commit to including an update on water and waste water planning progress and opportunities in the triannual financial reporting scheduled to start for the period ending April 30, 2021 this year. The first report would be the first Council meeting in June of 2021.

Some of the salient highlights and changes in the 2021 Rate budgets are as follows:

Water and Waste Water

- Includes a low income seniors grant for individual on guaranteed income supplement. The budget for this grant is \$100 thousand. Staff identify at the time of writing this report we do not know how many residents might apply. Based on the analysis and recommendation in Report 2021-84 Staff estimate this would fund approximately 658 individual which would make up 11.7% of the City’s

billing population. As identified budgets are estimates and if there is a budget surplus/deficit as a result of this budget line Staff will adjust when proposing the 2022 budget.

- Includes funding for communications to help explain how the water and waste water systems work and what is being done to improve the systems. While much of this communication is yet to be developed at the time of writing this report, an example of one piece of communication is attached as Appendix H – Water and Wastewater Communication. The budget for this work is \$20 thousand.
- Includes monthly billing with a goal for a go live date of October 1, 2021. The cost of moving to monthly billing is \$40 thousand.
- Includes a one-time \$25 incentive to move to the current equal billing model the City currently offers. The budget plans for and Staff recommend anyone already on the equal billing system to receive the one-time incentive. The cost of this incentive is \$40 thousand.
- The water and waste water combined capital and capital reserve funding amount is recommended to be increased by \$103 thousand year over year. A report completed by PSD Asset Management in 2019 identified the replacement value of our water and wastewater linear assets is \$109.7 million. Recognizing this budget identifies approximately \$1.5 million in capital and related capital reserve funding it would take approximately 73 years to replace the current linear assets within the City at current value dollars (i.e. before accounting for construction price inflation and further deterioration of the pipes).
- Includes one additional Staff member in the role of Manager. The City has historically not dedicated a senior level Staff person to the Water and Wastewater file. Recognizing the Water and Waste Water budget is just over half the City Levy budget, the embedded complexity in operating the system and the impact rates are having on residents and stakeholders in the City, Staff identify this position is sorely needed.
- Supporting and investing in human capital at the City – recognizing that our people are our most important asset, as was mentioned in the Strategic Plan presentation on October 26, 2020. A formal training budget has been implemented across departments amounting to approximately 2.5% of personnel costs.
- The commitment to continuous learning extends to the youth of the City. This budget includes student that help the City meet seasonal demands while providing students with work experience to support them in their future development. Specifically, these students will be reviewing CCTV videos, analysing areas for repairs and taking inventory on wastewater assets to gather data for strategic replacements.

Storm Sewer

- The Storm Sewer budget proposed is primarily a maintenance budget at the current time. As noted 64% of the budget has been allocated to the borrowing costs of the Nickel Storm Sewer.
- The capital budget available for work is \$24 thousand with an additional \$42 thousand being allocated to reserves. The reserve balance at the end of fiscal 2020 is projected at \$470 thousand at the time of writing this report. Staff identify all year end accounting entries have not been recorded at the time of writing this report and this number is subject to change.

Readers of this report will identify consolidated 2020 and prior year comparatives figures in the attached appendices. Highlights include the following:

Water and Waste Water

- The proportion of the water and waste water budgets going to the Niagara Region to purchase water and treat the waste water was 59.6% in 2017, 65.6% based on the 2020 year end forecast and 61% should the 2021 budgets be approved.
- The proposed 2021 combined water and waste water capital and capital reserve transfers are approximately \$50 thousand less than in 2017, even after the year over year increase of \$103 thousand noted above. Highlighted another way in 2017 the City budgeted for 14.5% of the combined water and waste water bill to be allocated to capital and capital reserve transfers. In the proposed 2021 budget the capital funding is proposed to represent 12.8% of the total budget.
- Since 2017 the City has run anywhere between 27% and 43% underbudget on personal expenses as a result of redeploying water and wastewater staff to other projects including transportation and ditching and general vacancies that occur from time to time. This 2021 Rate Budget has split the personal expense between water and wastewater. Engineering and Operations along with Human Resources are going to be reviewing capacity and related need within the various Engineering and Operation departments. While Staff view the City as “one Team” and from time to time sharing between departments is required and supported, the redeployment of water and waste water staff is impacting the capacity to complete water and wastewater projects.
- Due to staff turnover and COVID-19 priorities, the 2020 capital budgets were underspent by \$337 thousand (Water) and \$546 thousand (Waste Water). Notably this represented 100% of the waste water capital budget. These funds are recommended to roll forward to fund capital work to be identified through the water and waste water planning currently underway by Engineering and Operations.
- Staff identify there are reserve funds transfers each year to balance the rate budgets out. The reserve balances at the end of fiscal 2020 are projected at approximately \$700 thousand for water and essentially \$NIL for wastewater at

the time of writing this report. Staff identify all year end accounting entries have not been recorded at the time of writing this report and these number are subject to change.

Storm Sewer

- The storm sewer fee was new in 2019 and budget to actual review since then has identified a need to adjust certain budget lines to “right” size the budget. Appendix C – 2021 Storm Sewer Budget identifies the figures accordingly.

The following table summarizes the 2021 Rate Budget (combined operating and capital):

Water and Waste Water

	2020	2020	2021	\$	%
	Forecast	Budget	Budget	Y/Y Budget Change	
Combined Water and Waste Water					
Penalties and other fees	58,102	69,100	72,998	3,898	5.64%
Variable	3,916,395	5,159,839	4,336,213	- 823,626	-15.96%
Fixed	6,170,930	5,939,314	7,091,895	1,152,581	19.41%
Total Revenue	10,145,427	11,168,253	11,501,106	332,853	2.98%
Niagara Region	6,655,617	6,974,499	7,017,840	43,341	0.62%
Personal costs	649,699	1,144,524	1,122,700	- 21,824	-1.91%
Operations	1,599,271	1,327,081	1,524,310	197,229	14.86%
Capital [^]	171,261	1,054,792	600,000	- 454,792	-43.12%
Capital Pay-as-you-go (Carryforward) [^]	883,531	-	-	-	0.00%
Borrowing costs	362,242	364,299	364,300	1	0.00%
Reserve transfers	- 176,194	303,058	871,956	568,898	187.72%
Total Expenses	10,145,427	11,168,253	11,501,106	332,853	2.98%
Surplus / (Deficit)	-	-	-	-	
Niagara Region %	65.6%	62.4%	61.0%		
Capital & Reserves %	0.0%	12.2%	12.8%		
	65.6%	74.6%	73.8%		

The main driver of the water and wastewater budgets are flows. The budget utilizes the Niagara Region’s three year rolling average calculations but adjusted water purchases downward to reflect improvements to the system in 2018. The rationale for keeping the three year moving average for wastewater despite Niagara Region billings being less than budgeted in 2020 was weather; given there was no change in the wastewater system in 2020. Staff note precipitation in 2020 was 12% less than 2019, 47% less than 2018 and 8% less than 2017 which helped reduce infiltration in 2020 and bring actual

Niagara Region billings in less than budget. Appendix I – Water and Wastewater Usage and Billings provides 5 years of flow information.

While this report already identifies budgets are estimates Staff highlights billing and the Niagara Region charges are highly susceptible to variation. In the event there is a shortfall the reserve transfer intended for future capital work is utilized to balance the budget.

The City's employee group works every day to support the residents and stakeholders of the City. The dedicated full-time equivalent (FTE) is 12.31 and head count is 15. Included in these numbers are 4 student positions.

Appendix A – Water and Appendix B – Waste Water provides a detailed listing of operating expenses.

The capital and reserve transfers which are intended for capital purposes have on a combined basis increase by \$116 thousand. Even after this increase which is being incorporated in the aggregate budget increase of 2.98% the percentage of the budget dedicated to capital is only 12.8% which as noted above is down from 14.5% in 2017.

^ The capital budget was approved at the November 23, 2020 Council meeting through Report 2020-125.

Note: The variable and fixed figures above work on the assumption no change is made to the historical budget relationship from 2020. Should Council approve a change to the variable and fixed billing relationship in Report 2021-84 – Rates Setting, where a potential alternative is illustrated, the total revenue will remain the same but the ratio of variable and fixed would change. This change will adjust the total value on the individual variable and fixed budget lines but the aggregate budgeted revenue will stay the same.

Storm Sewer

	2019	2019	2020	2020	2021	\$	%
	Actual	Budget	Forecast	Budget	Budget	Y/Y Budget Change	
Installation Service Fees	1,112	5,000	- 276	5,000	-	- 5,000	-100.00%
Rate Fees	730,566	740,800	777,016	770,279	854,720	84,441	10.96%
Total Revenue	731,678	745,800	776,740	775,279	854,720	79,441	10.25%
			-	-	-		
Operations	265,847	220,350	278,264	248,181	252,870	4,689	1.89%
Capital	-	-	39,998	-	23,724	23,724	-
Borrowing Costs	299,819	299,819	308,186	299,819	535,819	236,000	78.71%
Reserve Transfers	166,012	225,631	150,292	227,279	42,307	- 184,972	-81.39%
Total Expenses	731,678	745,800	776,740	775,279	854,720	79,441	10.25%
Surplus / (Deficit)	-	-	-	-	-	-	

The capital budget was approved at the November 23, 2020 Council meeting through Report 2020-125.

Water and Waste Water, Including Storm Sewer Past Projects

Over the past number of years, a multitude of projects have been completed by Public Works staff pertaining to the different systems. These projects include:

- A full CCTVing and documenting of the main sanitary system
- Reconstruction of Janet St.
- Reconstruction of Carter St.
- Grouting of manholes
- Nickel area storm sewer installation with sump pump and roof leader disconnect
- Application for Combined Sewer Overflow funds from Niagara Region
- Bulk Water station purchase
- Fire service water meters in industrial facilities
- All new water meters for residential homes connected to the water system
- Lakeshore Rd. watermain project
- Elm/Prosperity/Rosedale watermain replacement
- Lowering of water services to reduce frozen pipes

New Budget Document

Corporate Services hopes that Council finds this new budget document helpful in assessing the budget. As denoted in Report 202-168, 2021 Levy Budget Corporate Services has been making a number of changes to the account structure and budget development process. Corporate Services sees this as an initial step in a continuous improvement process. Council input and recommendations to the budget process are appreciated.

Looking forward

As many wise Councillors have said several times before, “everyday is budget day”. Financial Services anticipates this new budget layout may provide the opportunity for new questions and direction from Council. Financial Services will identify that continuous improvements is a process. Looking forward to 2021, Staff identify the following projects that will help determine the financial outcomes of the City going into the 2022 budget process:

- Complete the City’s strategic plan and develop tactical plans for each department
- Review the organization structure
- Establish a cost allocation model consistent with the Provincial Financial Information Return (FIR) guidelines to approximate the full cost accounting for programs
- Review cost allocations between the Levy and Rate budgets
- Address the recommendations from the Service Delivery Review
- Establish Key Performance Indicators (KPIs) and related benchmarks, where applicable, for departments and related costs driven by shared service levels

- Complete the Infrastructure Needs Assessment to support future capital and related project budgets
 - Upon completion of the infrastructure needs work develop a road map and discuss with other levels of government the possibility of support for improving the efficiency of the system
 - Enhancing capital planning
 - Review the purchasing by-law, including delegated processes within the City
-

Internal Consultations:

This budget is a joint submission of Corporate Services and Public Works.

Financial Implications:

Financial Services identifies the proposed 2021 Rate Budgets are a staff recommendation which Council can adjust, if required.

Conclusion:

That the 2021 Rate Budgets as recommended in this report be approved.

In making this recommendation Staff acknowledge these budgets continue to be underfunded in terms of capital investments. Once Staff have completed the infrastructure needs assessment further discussion on capital funding, which may include grant applications, if available, will be required.

Appendices: (If none delete section)

- a. 2021 Water Budget
- b. 2021 Waste Water Budget
- c. 2021 Storm Sewer Budget
- d. Summary - Five Year Combined Water and Waste Water Budgets
- e. Summary - Five Year Water Budget
- f. Summary - Five Year Waste Water Budget
- g. Summary - Three Year Storm Sewer Budget
- h. Water and Waste Water Communication
- i. Water and Wastewater Usage and Billing Metrics

Respectfully submitted,

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Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.

Appendix A - 2021 Water Budget

	2020		2021	\$	%
	Forecast	Budget	Budget	Y/Y Budget Change	
Penalties and other fees	43,772	49,600	39,998	- 9,602	-19.36%
Variable	2,192,599	2,600,201	2,128,931	- 471,270	-18.12%
Fixed	2,649,504	2,530,023	2,572,569	42,546	1.68%
Total Revenue	4,885,875	5,179,824	4,741,498	- 438,326	-8.46%
Fixed Ratio	55%	49%	55%		
Niagara Region Charges	2,124,086	2,430,382	2,212,840	- 217,542	-8.95%
Personnel costs	540,705	790,145	561,350	- 228,795	-28.96%
Operations	877,788	741,748	739,260	- 2,488	-0.34%
Capital Pay-as-you-go^	171,261	509,219	250,000	- 259,219	-50.91%
Capital Pay-as-you-go (Carryforward)^	337,958	-	-	-	0.00%
Borrowing Costs^	362,242	364,299	364,300	1	0.00%
Reserve Transfers	471,835	344,031	613,748	269,717	78.40%
Total Expenses	4,885,875	5,179,824	4,741,498	- 438,326	-8.46%
Surplus / (Deficit)	-	-	-	-	

	Operating Costs
Association / Membership Fees	2,000
Communications & Public Relations	10,000
Computer Software	7,900
Contract Services	170,760
PAP / Online Incentives	20,000
Seniors Discounts	-
Equipment - Purchase	17,300
Equipment - Rental	2,900
Office Supplies	13,750
Postage & Courier	40,000
Protective & Uniform Clothing	6,000
Repairs and Maintenance - Parts and Consumables	104,500
Staff Training & Development	18,400
Subject Matter Experts - Consultants	34,000
Telephone/Internet	8,800
Travel	1,800
Utilities - Hydro	2,600
Chargebacks	278,550
	<u>739,260</u>

	R&M - P&C	Contracted Services
Water Main Maintenance	30000	34160
Water Main Valve Maintenance	4000	8000
Repair / Replacement	6500	9000
Water Main Flushing	2000	0
Fire Hydrants	29400	14300
Meters	7800	10200
Services (including thaws)	22200	38100
Leak Detection	500	52500
Locates	500	2500
Elizabeth St. Bulk Water Depot (W)	1100	1000
Elm St. Bulk Water Depot (W)	500	1000
	<u>104,500</u>	<u>170,760</u>

Costs covered in the levy including fleet, engineering, billing clerk, collections, etc

^ The capital budget was approved at the November 23, 2020 Council meeting through Report 2020-125.

Appendix B - 2021 Waste Water Budget

	2020		2021	\$	%
	Forecast	Budget	Budget	Y/Y Budget Change	
Penalties and other fees	14,330	19,500	33,000	13,500	69.23%
Variable	1,723,796	2,559,638	2,207,282	352,356	-13.77%
Fixed	3,521,426	3,409,291	4,519,326	1,110,035	32.56%
Total Revenue	5,259,552	5,988,429	6,759,608	771,179	12.88%
Fixed Ratio	67%	57%	67%		
Niagara Region Charges	4,531,531	4,544,117	4,805,000	260,883	5.74%
Personnel costs	108,994	354,379	561,350	206,971	58.40%
Operations	721,483	585,333	785,050	199,717	34.12%
Capital Pay-as-you-go [^]	-	545,573	350,000	195,573	-35.85%
Capital Pay-as-you-go (Carryforward) [^]	545,573	-	-	-	0.00%
Borrowing Costs [^]	-	-	-	-	0.00%
Reserve Transfers	- 648,029	- 40,973	258,208	299,181	-730.19%
Total Expenses	5,259,552	5,988,429	6,759,608	771,179	12.88%
Surplus / (Deficit)	-	-	-	-	0.00%

	Operating Costs
Association / Membership Fees	2,000
Communications & Public Relations	10,000
Computer Software	5,000
Contract Services	187,550
PAP / Online Incentives	20,000
Seniors Discounts	100,000
Equipment - Purchase	13,500
Equipment - Rental	-
Office Supplies	13,750
Postage & Courier	40,000
Protective & Uniform Clothing	4,000
Repairs and Maintenance - Parts and Consumables	45,100
Staff Training & Development	18,400
Subject Matter Experts - Consultants	25,000
Telephone/Internet	-
Travel	1,800
Utilities - Hydro	20,400
Chargebacks	278,550
	<u>785,050</u>

	R&M - P&C	Contracted Services
Sewer Mains	14000	16750
Sewer Laterals	19500	50000
Maintenance Hole	6000	42000
Locates	600	2500
Extraneous Flows	2500	63300
Scholfield Pumping	2500	13000
	<u>45100</u>	<u>187550</u>

Costs covered in the levy including fleet, engineering, billing clerk, collections, etc

[^] The capital budget was approved at the November 23, 2020 Council meeting through Report 2020-125.

Appendix C - 2021 Storm Sewer Budget

	2020	2020	2021	\$	%
	Forecast	Budget	Budget	Y/Y Budget Change	
Installation Service Fee	- 276	5,000	-	276	-100%
Rate Fees	777,016	770,279	854,720	77,704	10%
	<u>776,740</u>	<u>775,279</u>	<u>854,720</u>	<u>77,980</u>	<u>10%</u>
	-	-	-	-	0%
Operations	278,264	248,181	252,870	- 25,394	-9%
Capital Pay-as-you-go^	39,998	-	23,724	- 16,274	-41%
Borrowing Costs^	308,186	299,819	535,819	227,633	74%
Reserve Transfers	150,292	227,279	42,307	- 107,985	-72%
	<u>776,740</u>	<u>775,279</u>	<u>854,720</u>	<u>77,980</u>	<u>10%</u>
Surplus / (Deficit)	-	-	-	-	-

^ The capital budget was approved at the November 23, 2020 Council meeting through Report 2020-125.

Operations	
Contracted Services	137,700
Equipment - Rental	12,000
Repairs and Maintenance -	
Consumables and Parts	8,500
Utilities - Hydro	5,000
Utilities - Water	900
Property Tax	10,440
City Storm Sewer Charges	28,330
Chargeback - Payroll	
Expenses	50,000
	<u>252,870</u>

Appendix D - Summary - Five Year Combined Water and Waste Water Budgets

	2017	2017	2018	2018	2019	2019	2020	2020	2021	\$	%
	Actual	Budget	Actual	Budget	Actual	Budget	Forecast	Budget	Budget	Y/Y Budget Change	
Penalties and other fees	59,149	186,275	97,711	58,100	104,433	63,600	58,102	69,100	72,998	3,898	5.64%
Variable	3,706,604	5,469,310	3,771,125	4,726,277	3,805,042	4,817,159	3,916,395	5,159,839	4,336,213	- 823,626	-15.96%
Fixed	4,895,458	4,857,281	5,369,658	5,362,624	5,771,540	5,669,554	6,170,930	5,939,314	7,091,895	1,152,581	19.41%
Total Revenue	8,661,211	10,512,866	9,238,494	10,147,001	9,681,015	10,550,313	10,145,427	11,168,253	11,501,106	332,853	2.98%
Fixed vs. Variable	57%	47%	59%	53%	60%	54%	61%	54%	62%		
Niagara Region	6,076,889	6,270,601	6,375,722	6,226,420	6,496,959	6,452,082	6,655,617	6,974,499	7,017,840	43,341	0.62%
Personnel costs	663,079	981,083	670,552	1,015,850	784,858	1,073,198	649,699	1,144,524	1,122,700	- 21,824	-1.91%
Operations	1,048,896	1,314,700	1,277,636	1,235,071	1,440,670	1,255,473	1,599,271	1,327,081	1,524,310	197,229	14.86%
Capital	343,639	749,615	186,519	754,372	734,603	1,054,792	171,261	1,054,792	600,000	- 454,792	-43.12%
Capital Pay-as-you-go (Carry forward)	-	-	-	-	-	-	883,531	-	-	-	0.00%
Borrowing costs	414,826	417,768	434,480	434,480	362,571	364,380	362,242	364,299	364,300	1	0.00%
Reserve transfers	113,882	779,099	293,585	480,808	- 138,646	350,388	- 176,194	303,058	871,956	568,898	187.72%
Total Expenses	8,661,211	10,512,866	9,238,494	10,147,001	9,681,015	10,550,313	10,145,427	11,168,253	11,501,106	332,853	2.98%
Surplus / (Deficit)	-	-	-	-	-	-	-	-	-	-	
Revenue Budget to Actual / Forecast	- 1,851,655		- 908,507		- 869,298		- 1,022,826				
Niagara Region	70.2%	59.6%	69.0%	61.4%	67.1%	61.2%	65.6%	62.4%	61.0%		
Capital & Reserves	5.3%	14.5%	5.2%	12.2%	6.2%	13.3%	0.0%	12.2%	12.8%		
% of Total Revenue	75.4%	74.2%	74.2%	73.5%	73.3%	74.5%	65.6%	74.6%	73.8%		

This summary highlights that every year to balance the budget as a result of the revenue shortfall people were re-directed to other non water and wastewater tasks, capital plans were not deployed or reserves were reduced.

Appendix E - Summary - Five Year Water Budgets

	2017	2017	2018	2018	2019	2019	2020	2020	2021	\$	%
	Actual	Budget	Actual	Budget	Actual	Budget	Forecast	Budget	Budget	Y/Y Budget Change	
Penalties and other fees	47,769	174,275	74,022	47,600	79,870	49,600	43,772	49,600	39,998	- 9,602	-19.36%
Variable	1,978,670	2,460,675	2,199,721	2,515,978	2,090,175	2,545,523	2,192,599	2,600,201	2,128,931	- 471,270	-18.12%
Fixed	2,282,776	2,248,934	2,407,161	2,365,535	2,529,022	2,463,697	2,649,504	2,530,023	2,572,569	42,546	1.68%
Total Revenue	4,309,215	4,883,884	4,680,904	4,929,113	4,699,067	5,058,820	4,885,875	5,179,824	4,741,498	- 438,326	-8.46%
Fixed vs. Variable	54%	48%	52%	48%	55%	49%	55%	49%	55%		
Niagara Region	2,328,268	2,265,352	2,400,104	2,316,757	2,128,971	2,375,340	2,124,086	2,430,382	2,212,840	- 217,542	-8.95%
Personnel costs	505,082	661,524	580,239	688,565	735,049	746,829	540,705	790,145	561,350	- 228,795	-28.96%
Operations	663,327	761,439	801,052	706,061	975,565	719,021	877,788	741,748	739,260	- 2,488	-0.34%
Capital	343,639	424,235	168,899	429,219	507,255	509,219	171,261	509,219	250,000	- 259,219	-50.91%
Capital Pay-as-you-go (Carry forward)	-	-	-	-	-	-	337,958	-	-	-	0.00%
Borrowing costs	414,826	417,768	434,480	434,480	362,571	364,380	362,242	364,299	364,300	1	0.00%
Reserve transfers	54,073	353,566	296,130	354,031	- 10,344	344,031	471,835	344,031	613,748	269,717	78.40%
Total Expenses	4,309,215	4,883,884	4,680,904	4,929,113	4,699,067	5,058,820	4,885,875	5,179,824	4,741,498	- 438,326	-8.46%
Surplus / (Deficit)	-										
Revenue Budget to Actual / Forecast	- 574,669		- 248,209		- 359,753		- 293,949				
Niagara Region	54.0%	46.4%	51.3%	47.0%	45.3%	47.0%	43.5%	46.9%	46.7%		
Capital & Reserves	9.2%	15.9%	9.9%	15.9%	10.6%	16.9%	13.2%	16.5%	18.2%		
% of Total Revenue	63.3%	62.3%	61.2%	62.9%	55.9%	63.8%	56.6%	63.4%	64.9%		

This summary highlights that every year to balance the budget as a result of the revenue shortfall people were re-directed to other non water and wastewater tasks, capital plans were not deployed or reserves were reduced.

Appendix F - Summary - Five Year Waste Water Budgets

	2017	2017	2018	2018	2019	2019	2020	2020	2021	\$	%
	Actual	Budget	Actual	Budget	Actual	Budget	Forecast	Budget	Budget	Y/Y Budget Change	
Penalties and other fees	11,380	12,000	23,689	10,500	24,563	14,000	14,330	19,500	33,000	13,500	69.23%
Variable	1,727,934	3,008,635	1,571,404	2,210,299	1,714,867	2,271,636	1,723,796	2,559,638	2,207,282	- 352,356	-13.77%
Fixed	2,612,682	2,608,347	2,962,497	2,997,089	3,242,518	3,205,857	3,521,426	3,409,291	4,519,326	1,110,035	32.56%
Total Revenue	4,351,996	5,628,982	4,557,590	5,217,888	4,981,948	5,491,493	5,259,552	5,988,429	6,759,608	771,179	12.88%
Fixed vs. Variable	60%	46%	65%	58%	65%	59%	67%	57%	67%		
Niagara Region	3,748,621	4,005,249	3,975,618	3,909,663	4,367,988	4,076,742	4,531,531	4,544,117	4,805,000	260,883	5.74%
Personnel costs	157,997	319,559	90,313	327,285	49,809	326,369	108,994	354,379	561,350	206,971	58.40%
Operations	385,569	553,261	476,584	529,010	465,105	536,452	721,483	585,333	785,050	199,717	34.12%
Capital	-	325,380	17,620	325,153	227,348	545,573	-	545,573	350,000	- 195,573	-35.85%
Capital Pay-as-you-go (Carry forward)	-	-	-	-	-	-	545,573	-	-	-	0.00%
Borrowing costs	-	-	-	-	-	-	-	-	-	-	-
Reserve transfers	59,809	425,533	- 2,545	126,777	- 128,302	6,357	- 648,029	- 40,973	258,208	299,181	-730.19%
Total Expenses	4,351,996	5,628,982	4,557,590	5,217,888	4,981,948	5,491,493	5,259,552	5,988,429	6,759,608	771,179	12.88%
Surplus / (Deficit)	-										
Revenue Budget to Actual / Forecast	- 1,276,986		- 660,298		- 509,545		- 728,877				
Niagara Region	86.1%	71.2%	87.2%	74.9%	87.7%	74.2%	86.2%	75.9%	71.1%		
Capital & Reserves	1.4%	13.3%	0.3%	8.7%	2.0%	10.1%	-1.9%	8.4%	9.0%		
% of Total Revenue	87.5%	84.5%	87.6%	83.6%	89.7%	84.3%	84.2%	84.3%	80.1%		

This summary highlights that every year to balance the budget as a result of the revenue shortfall people were re-directed to other non water and wastewater tasks, capital plans were not deployed or reserves were reduced.

Appendix G - Summary - Three Year Storm Sewer Budgets

	2019	2019	2020	2020	2021	\$	%
	Actual	Budget	Forecast	Budget	Budget	Y/Y Budget Change	
Installation Service Fee	1,112	5,000	- 276	5,000	-	- 5,000	-100.00%
Rate Fees	730,566	740,800	777,016	770,279	854,720	84,441	10.96%
Total Revenue	731,678	745,800	776,740	775,279	854,720	79,441	10.25%
			-	-	-		
Operations	265,847	220,350	278,264	248,181	252,870	4,689	1.89%
Capital	-	-	39,998	-	23,724	23,724	-
Borrowing Costs	299,819	299,819	308,186	299,819	535,819	236,000	78.71%
Reserve Transfers	166,012	225,631	150,292	227,279	42,307	- 184,972	-81.39%
Total Expenses	731,678	745,800	776,740	775,279	854,720	79,441	10.25%
Surplus / (Deficit)	-	-	-	-	-	-	

WE ARE BRIDGING THE WATER GAP

Each year, 2.6 million m³ of water is taken from the water plant and distributed to Port Colborne homes and businesses. The plant is monitored 24 hours a day.

\$119.7 million

WHAT IS NEEDED

WHAT WE'RE SPENDING

\$1.5 million

STATISTICS

A leak of 1 litre per second would fill an Olympic sized swimming pool in a month.



There are 119 km of watermains in Port Colborne & 600 fire hydrants across the City.

Water is tested more than 1800 times per year to ensure quality and safety.



Water loss has been reduced by 12% over the last 5 years.

Did you know, when you pay your water and wastewater bill, **62%** goes to Niagara Region?

WATER BILL - PORT COLBORNE	
John Doe 1234 Water Way Port Colborne, ON L1S 2R4	
PMT WATER PAYMENT	69.48
PMT SEWER PAYMENT	63.16
WATF WATER FIXED	26.53
WATR WATER USAGE	27.61
WATR WATER USAGE	10.74
SEWF SEWER FIXED	32.53
SEWR SEWER USAGE	27.35
TOTAL DUE:	\$113.56

Do you have a sump pump or roof leaders? Do you know where they go? Please note, these should not be connected to the sewer.

Have questions?
Give us a call
905-835-2900.



WASTEWATER STATISTICS

Each year we return 4.8 million m³ to the Wastewater Treatment Plant.

Treating inflow and infiltration at the Wastewater Treatment Plant costs \$\$\$

Half the volume of wastewater treated is unnecessary infiltration.



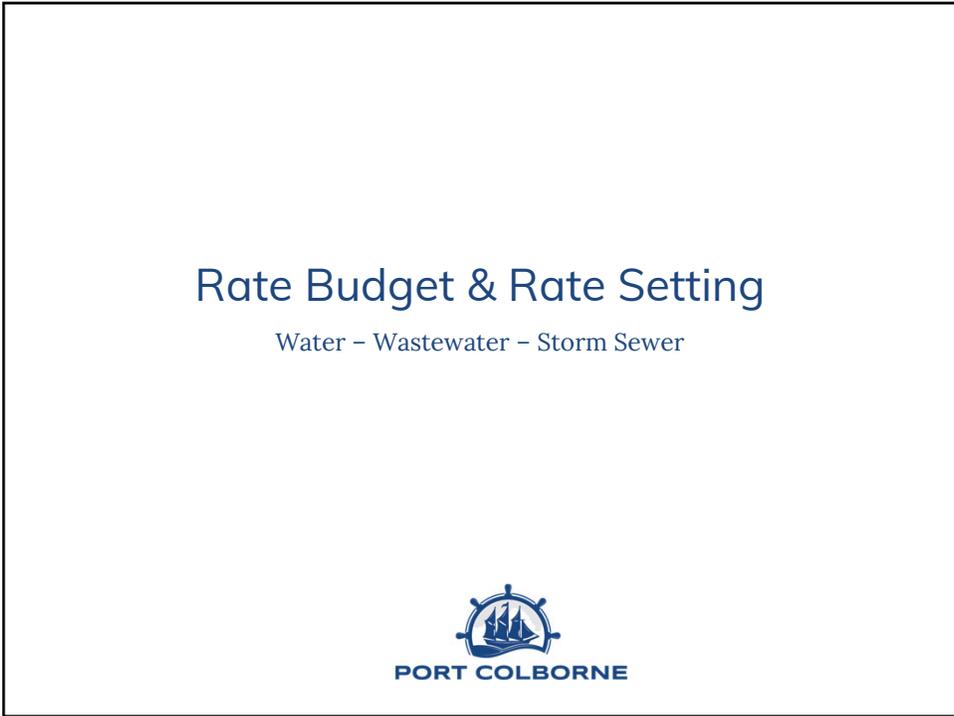
PORT COLBORNE

For more information, visit portcolborne.ca/water

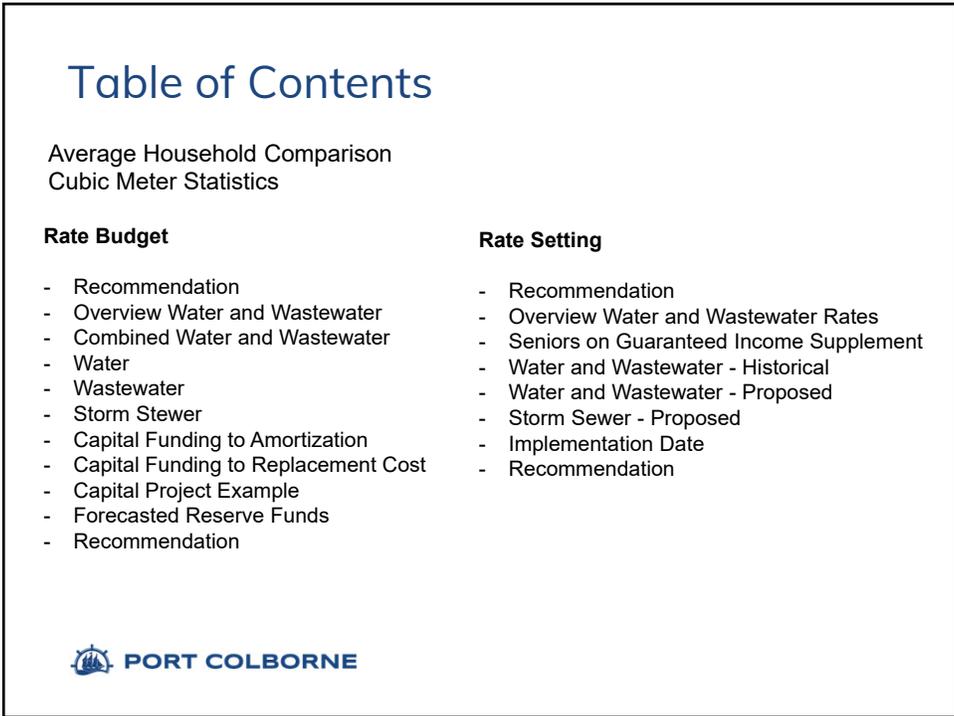
*BASED ON PSD ASSET MANAGEMENT STATISTICS REPORT COMPLETED IN 2019.

Appendix I - Water and Wastewater Usage and Billing Metrics

	2017	2018	2019	2020	2021 (Forecast)
Water					
Water purchase from Region (Actual)	3,182,370	3,233,180	2,656,040	2,515,060	2,656,040
Water purchase from Region (3 year average for budget)	3,097,000	3,048,000	3,023,863	2,801,427	2,873,000
Water of Region Total (3 year average for Budget purposes)	57,682,000	57,525,000	58,130,000	57,148,000	57,096,000
Port Colborne %	5.37%	5.30%	5.20%	4.90%	5.03%
Wastewater					
Wastewater to Region (Actual)	4,389,000	4,547,000	4,846,000	4,231,113	
Wastewater to Region (Budget basis - 3 Year Average - Oct 31 Ending)	4,200,000	3,934,000	3,944,000	4,480,000	4,590,000
Wastewater of Region (Budget basis - 3 Year Average - Oct 31 Ending)	70,095,000	68,571,000	70,306,000	75,938,000	
Port Colborne %	5.99%	5.74%	5.61%	5.90%	
Billing					
Water bill	1,678,488	1,754,042	1,632,548	1,610,607	1,610,607
Water billed vs. Water Purchased (Goal 85%)	52.7%	54.3%	61.5%	64.0%	60.6%
Wastewater billed	1,592,219	1,096,608	1,215,366	1,254,118	1,254,118
Wastewater billed vs. Wastewater cleaned	36.3%	24.1%	25.1%	29.6%	
Additional Data					
Lake Level (Avg. cm above datum)	109	115	134	139.5	
Percipitation (MM)	1030.75	1405.2	1078.3	953	



1



2

Average Household Comparison

	Port Colborne	Local Area Municipalities *
Property Taxes	\$3,434 [^]	\$4,099
Water / Wastewater	\$1,343 [~]	\$997
	\$4,777	\$5,097

* Calculated as simple average ~ 150 m3
[^] Includes storm sewer charges

Property Taxes = Assessment
 Water / Wastewater = Water Loss and I&I



3

Business Comparison

Comparison by BMA Management Consulting of Local Area Municipalities



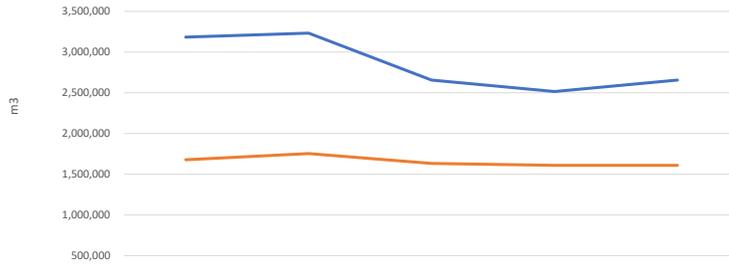
* LAMs refers to Local Area Municipalities



4

Cubic Meter Statistics

Water Billed to Customers vs. Purchased from Niagara Region



	2017	2018	2019	2020	2021 - Budget
Water purchase from Region (Actual)	3,182,370	3,233,180	2,656,040	2,515,060	2,656,040
Water bill	1,678,488	1,754,042	1,632,548	1,610,607	1,610,607

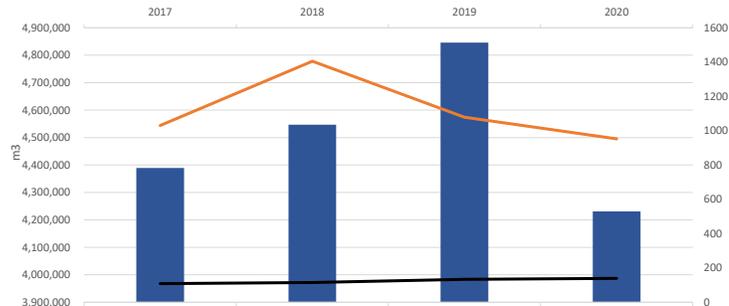


Budgeted at 1.65 m³ Purchased vs. 1 m³ Billed → Longer Term Goal 1.18 m³ Purchased vs. 1 m³ Billed

5

Cubic Meter Statistics

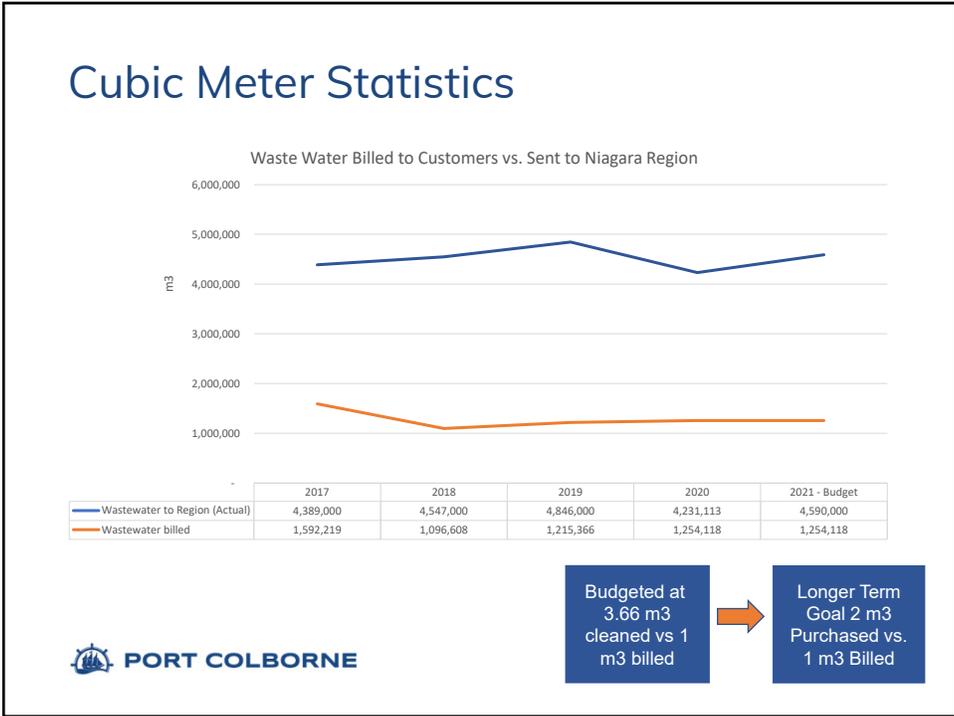
Waste Water Sent to Niagara Region vs. Lake Level and Percipitation



	2017	2018	2019	2020
Wastewater to Region (Actual)	4,389,000	4,547,000	4,846,000	4,231,113
Lake Level (Avg. cm above datum)	109.33	115.33	134	139.5
Percipitation (MM)	1030.75	1405.2	1078.3	953



6



7

Rate Budget

Water - Wastewater - Storm Sewer

8

Recommendation

That Corporate Services Department 2021-80 be received; and

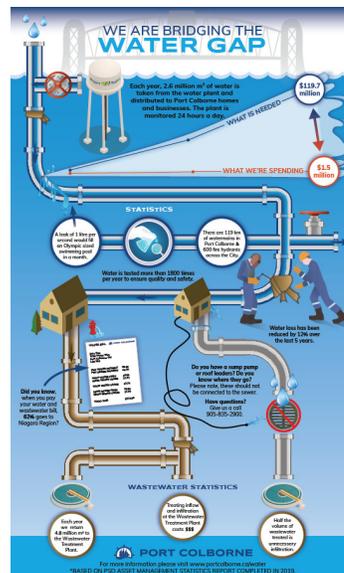
That the 2021 Rate budget as set out in Appendix A, B, and C of report 2021-80 be approved.



9

Overview Water and Wastewater

- We have a two-tier water system.
- The Niagara Region cleans the water and wastewater.
- The City buys water from the Niagara Region and distributes it to households. We collect wastewater and send it to the Niagara Region to be cleaned for a fee.
- Niagara Region represents 61% of the costs.
- City represents 39% of the costs.



10

Combined Water and Wastewater

	2020		2021	\$	%
	Forecast	Budget	Budget	Y/Y Budget Change	
Penalties and other fees	58,102	69,100	72,998	3,898	5.64%
Variable	3,916,395	5,159,839	4,336,213	- 823,626	-15.96%
Fixed	6,170,930	5,939,314	7,091,895	1,152,581	19.41%
Total Revenue	10,145,427	11,168,253	11,501,106	332,853	2.98%
Fixed vs. Variable	61%	54%	62%		
Niagara Region	6,655,617	6,974,499	7,017,840	43,341	0.62%
Personnel costs	649,699	1,144,524	1,122,700	- 21,824	-1.91%
Operations	1,599,271	1,327,081	1,524,310	197,229	14.86%
Capital	171,261	1,054,792	600,000	454,792	43.12%
Capital Pay-as-you-go (Carry forward)	883,531	-	-	-	0.00%
Borrowing costs	362,242	364,299	364,300	1	0.00%
Reserve transfers	- 176,194	303,058	871,956	568,898	187.72%
Total Expenses	10,145,427	11,168,253	11,501,106	332,853	2.98%
Surplus / (Deficit)	-	-	-	-	-
Niagara Region	65.6%	62.4%	61.0%		
Capital & Reserves	0.0%	12.2%	12.8%		
% of Total Revenue	65.6%	74.6%	73.8%		

20,000 Communications
 40,000 New Monthly PAP Incentive
 100,000 New Senior GIS Grant
 40,000 Monthly Mailing (October)
200,000

Capital increase 114,106

Proposed Budget Increase of 2.98%

Variable vs. Fixed illustrated on traditional model



^ The capital budget was approved at the November 23, 2020 Council meeting through Report 2020-125.

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Water

	2020		2021	\$	%
	Forecast	Budget	Budget	Y/Y Budget Change	
Penalties and other fees	43,772	49,600	39,998	- 9,602	-19.4%
Variable	2,192,599	2,600,201	2,128,931	- 471,270	-18.1%
Fixed	2,649,504	2,530,023	2,572,569	42,546	1.7%
Total Revenue	4,885,875	5,179,824	4,741,498	- 438,326	-8.5%
Fixed Ratio	55%	49%	55%		
Niagara Region Charges	2,124,086	2,430,382	2,212,840	- 217,542	-9.0%
Personnel costs	540,705	790,145	561,350	- 228,795	-29.0%
Operations	877,788	741,748	739,260	- 2,488	-0.3%
Capital Pay-as-you-go [^]	171,261	509,219	250,000	- 259,219	-50.9%
Capital Pay-as-you-go (Carryforward) [^]	337,958	-	-	-	-
Borrowing Costs [^]	362,242	364,299	364,300	1	0.0%
Reserve Transfers	471,835	344,031	613,748	269,717	78.4%
Total Expenses	4,885,875	5,179,824	4,741,498	- 438,326	-8.5%
Surplus / (Deficit)	-	-	-	-	-

Progress in water

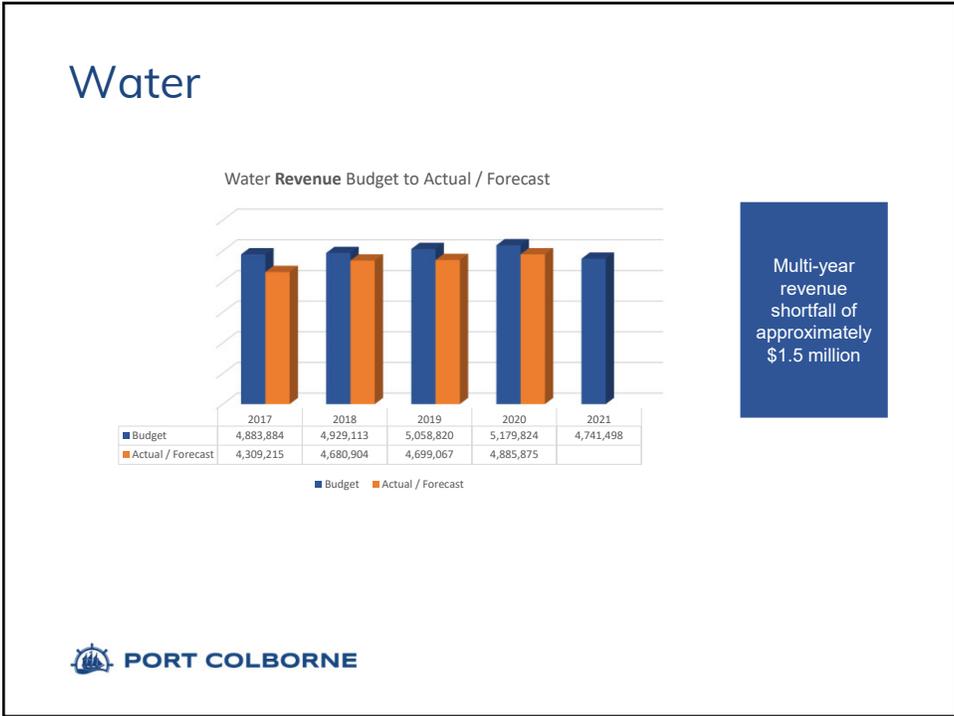
City has the benefit from work done in the past few years to improve the water system. Niagara Region charges have been less than budget.

Moved to a 50/50 budget model where staff time is budgeted on a split basis. This recognizes more work will be occurring in wastewater moving forward.

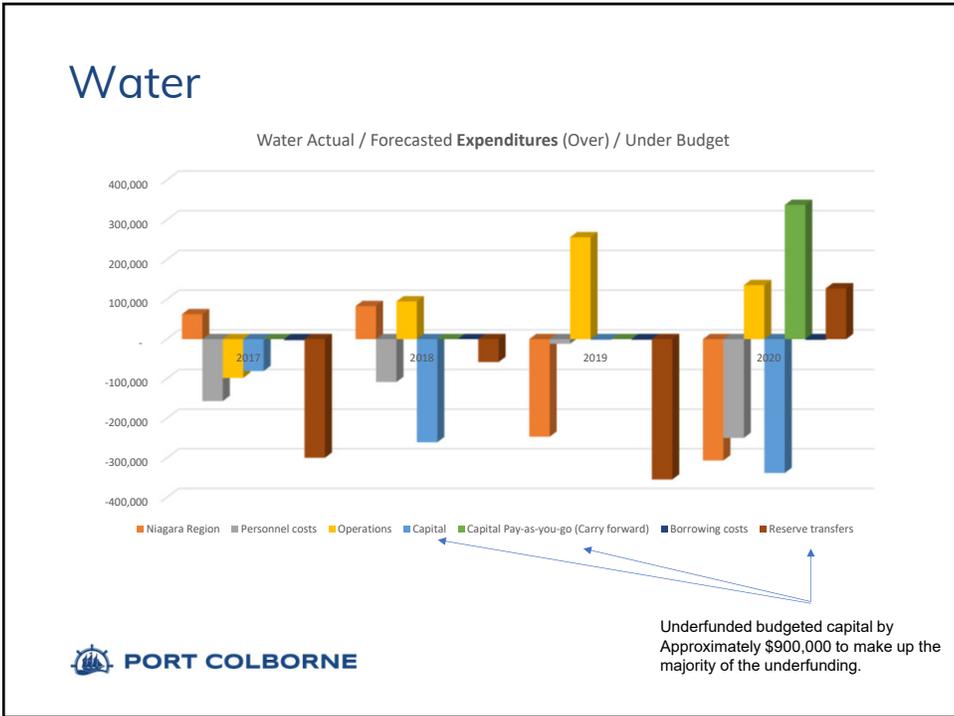


^ The capital budget was approved at the November 23, 2020 Council meeting through Report 2020-125.

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Wastewater

	2020		2021	\$	%
	Forecast	Budget			
Penalties and other fees	14,330	19,500	33,000	13,500	69.2%
Variable	1,723,796	2,559,638	2,207,282	- 352,356	-13.8%
Fixed	3,521,426	3,409,291	4,519,326	1,110,035	32.6%
Total Revenue	5,259,552	5,988,429	6,759,608	771,179	12.9%
Fixed Ratio	67%	57%	67%		
Niagara Region Charges	4,531,531	4,544,117	4,805,000	260,883	5.7%
Personnel costs	108,994	354,379	561,350	206,971	58.4%
Operations	721,483	585,333	785,050	199,717	34.1%
Capital Pay-as-you-go [^]	-	545,573	350,000	- 195,573	-35.8%
Capital Pay-as-you-go (Carryforward) [^]	545,573	-	-	-	-
Borrowing Costs [^]	-	-	-	-	-
Reserve Transfers	- 648,029	40,973	258,208	299,181	-730.2%
Total Expenses	5,259,552	5,988,429	6,759,608	771,179	12.9%
Surplus / (Deficit)	-	-	-	-	-

In 2020 approximately 86% of every dollar charged for wastewater went to pay Niagara Region charges

Balanced revenue shortfall of approximately \$700,000. Estimated Reserve balance is \$NIL.

Variable vs. Fixed illustrated on traditional model

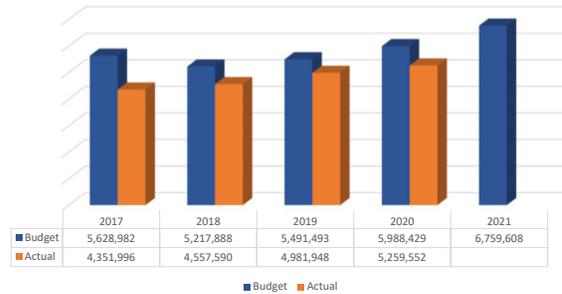


[^] The capital budget was approved at the November 23, 2020 Council meeting through Report 2020-125.

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Wastewater

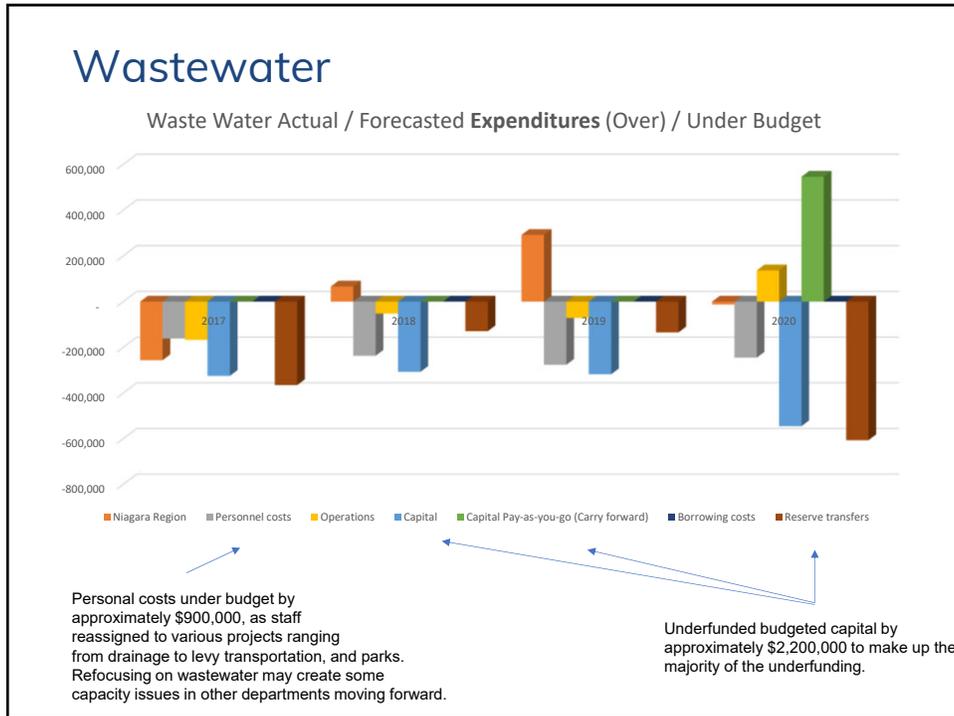
Waste Water Revenue Budget to Actual / Forecast



Multi-year revenue shortfall of approximately \$3.2 million



16



17

Storm Sewer

	2019 Actual	2019 Budget	2020 Forecast	2020 Budget	2021 Budget	\$	%
						Y/Y Budget Change	
Installation Service Fee	1,112	5,000	- 276	5,000	-	5,000	-100.00%
Rate Fees	730,566	740,800	777,016	770,279	854,720	84,441	10.96%
Total Revenue	731,678	745,800	776,740	775,279	854,720	79,441	10.25%
Operations	265,847	220,350	278,264	248,181	252,870	4,689	1.89%
Capital	-	-	39,998	-	23,724	23,724	-
Borrowing Costs	299,819	299,819	308,186	299,819	535,819	236,000	78.71%
Reserve Transfers	166,012	225,631	150,292	227,279	42,307	184,972	-81.39%
Total Expenses	731,678	745,800	776,740	775,279	854,720	79,441	10.25%
Surplus / (Deficit)	-	-	-	-	-	-	

Proposed Budget Increase of 10.25%

\$66,031 represents Capital funding

Increase in borrowing costs as a result of Nickel Storm Sewer. Recent debenture was for 30 years, at 2.29%.

18

Capital Funding to Replacement Cost

	Water	Wastewater	Storm Sewer
Capital Funding (Pay-as-you-go)	\$ 863,748	\$ 608,208	\$ 66,031
Replacement Cost [^]	\$ 1,158,787	\$ 633,038	\$ 684,886
	\$ (295,039)	\$ (24,830)	\$ (618,855)
Additional budgetary increase required*	34%	4%	937%

Caveat is the replacement cost assumes annual spend and that the functions of the system are operating as intended.

[^] Based on PSD Research Consulting Asset Management Status Report performed in 2019.

* At this time, staff are not recommending these additional budgetary increases to fund this difference.



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Capital Funding to Amortization

	Water	Wastewater	Storm Sewer
Capital Funding (Pay-as-you-go)	\$ 863,748	\$ 608,208	\$ 66,031
Amortization	\$ 636,214	\$ 368,763	\$ 363,382
	\$ 227,534	\$ 239,445	(\$ 297,351)
Additional budgetary increase required*	(26%)	(39%)	450%

Illustrates amortization is a historically looking view and our infrastructure is significantly aged.

* At this time, staff are not recommending these additional budgetary increases to fund this difference.



20

Capital Projects Example

Example of a project for 2021 – Maintenance Holes



21

Capital Projects Example

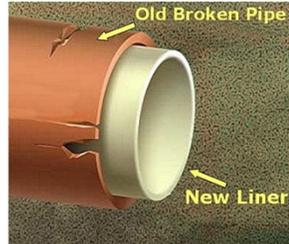
Example of Smoke Testing – Finding Eavestrough to Sanitary



22

Capital Project Example

Example of Future Projects



23

Forecasted Reserve Balances

	Approximate Balance
Water	\$ 700,000
Wastewater	\$NIL
Storm Sewer	\$ 470,000

As of December 31, 2020



24

Recommendation

That Corporate Services Department 2021-80 be received; and

That the 2021 Rate budget as set out in Appendix A, B, and C of report 2021-80 be approved.



25

Rate Setting

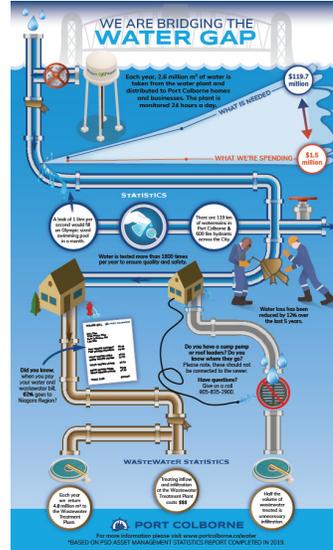
Water – Wastewater – Storm Sewer



26

Overview Rate Setting

- Rates are set either on a fixed or variable basis.
- Historically the City has used a combination of fixed and variable for water and wastewater, and all fixed for storm sewer (although the rate was only implemented in 2019).
- Some municipalities also consider social economic factors supported by grants through an application process.
- The following slides highlight status quo, moving residential wastewater to fixed and the impact of providing grants for Seniors on GIS.



27

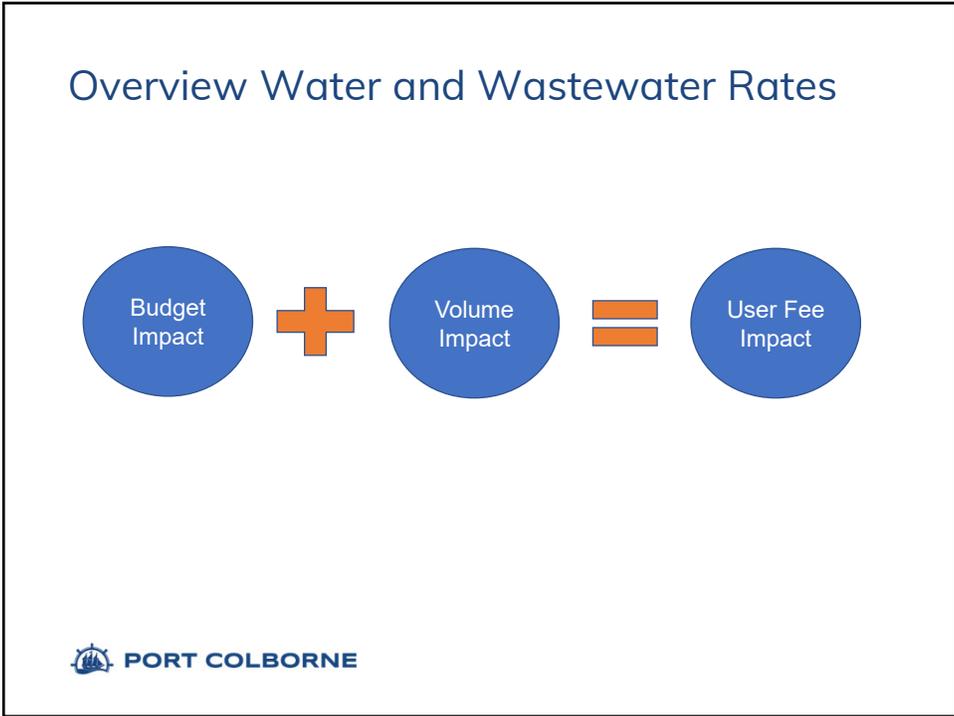
Recommendation

That Corporate Services Department 2021-84 be received; and

That the 2021 Water, Wastewater and Storm Sewer Rates as set out in page 5 and 8 of Report 2021-84 be approved.



28



29

Overview Water and Wastewater Rates

Varies depending on usage and potential granting program / incentive

Budget Impact
+
Volume Impact
=
User Fee Impact

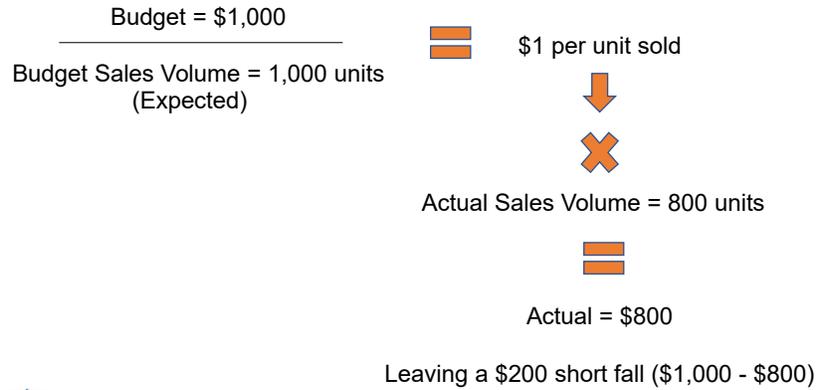
2.98%

	Water (m3)	Wastewater (m3)
Budget Volume	1,905,034	1,610,607
Actual Volume	1,794,017	1,254,118
Missed budget by	(15%)	(30%)

30

Overview Water and Wastewater Rates

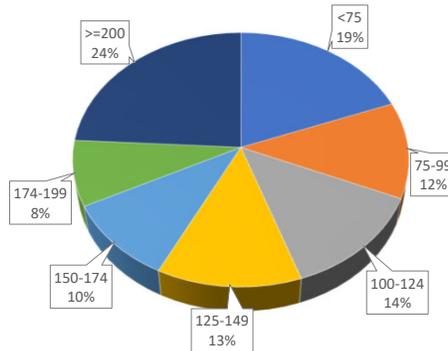
Volume Impact on Revenue as the "Seller"



31

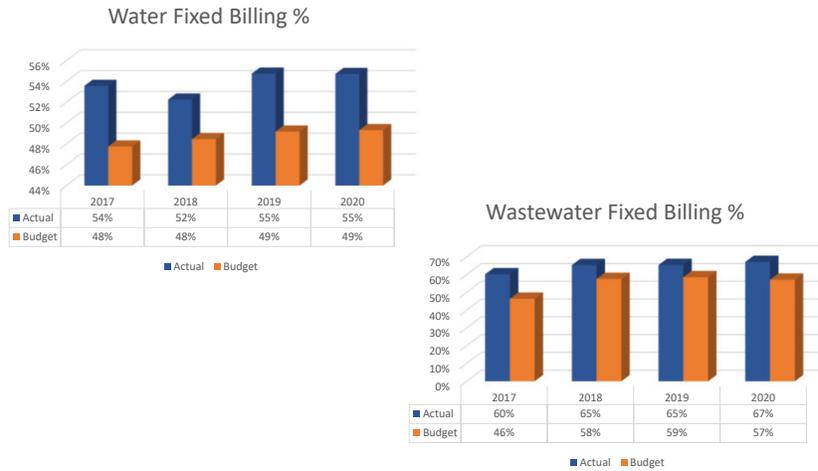
Overview Water and Wastewater Rates

Residential Water Customer Water Usage



32

Overview Water and Wastewater Rates



33

Seniors on Guaranteed Income Supplement

Two different amounts (options) are proposed in this budget. Amounts will be discussed on the following slides.

To qualify the following conditions are recommended to be required:

1. Applicant (or spouse) is a water and wastewater rate payer and considered responsible for the account; and
2. Applicant (or spouse) is 65 years of age or older; and
3. Applicant (or spouse) uses the property for which the application is being made for the purpose of their personal residence; and
4. Applicant (or spouse) is in receipt of a monthly GIS pursuant to Part II of the Old Age Security Act (Canada)



34

PAP Incentive

This report recommends a one-time \$25 dollar credit for any resident that signs up for the PAP (Pre-authorized Payment Plan).

Effectively, this is a 2% reduction for most water and wastewater residential customers.

Currently this payment is quarterly (error in the report that said it was currently monthly)

The proposal is to make it monthly as we roll out monthly billing.

Benefits: Helps the **customer** manage their bill payments and the **City** collections and cashflow to run the water and wastewater program



35

Water and Wastewater - Historical

Residential Example

	2020	If effective Jan 1			Effective April 1		
		Annualized Change			Blended Change		
		2021	\$	%	2021	\$	%
Water	\$ 395.01	\$ 379.72	-\$ 15.29	-3.9%	\$ 383.54	-\$ 11.47	-2.9%
Wastewater	\$ 535.64	\$ 738.03	\$ 202.39	37.8%	\$ 687.43	\$ 151.79	28.3%
	\$ 930.65	\$ 1,117.74	\$ 187.09	20.1%	\$ 1,070.97	\$ 140.32	15.1%
Water - Rate	\$ 1.365	\$ 1.307	-\$ 0.06	-4.2%	\$ 1.322	-\$ 0.043	-3.2%
Wastewater - Rate	\$ 1.382	\$ 1.886	\$ 0.50	36.5%	\$ 1.760	\$ 0.378	27.4%
	\$ 2.747	\$ 3.193	\$ 0.45	16.3%	\$ 3.082	\$ 0.335	12.2%



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Water and Wastewater - Historical

Residential Example

	If effective Jan 1				Effective April 1		
	2020	Annualized Change		%	Blended Change		%
		2021	\$		2021	\$	
User 200 m3	\$ 1,480	\$ 1,756	\$ 276	18.7%	\$ 1,687	\$ 207	14.0%
User 175 m3	\$ 1,411	\$ 1,677	\$ 265	18.8%	\$ 1,610	\$ 199	14.1%
User 150 m3	\$ 1,343	\$ 1,597	\$ 254	18.9%	\$ 1,533	\$ 191	14.2%
User 125 m3	\$ 1,274	\$ 1,517	\$ 243	19.1%	\$ 1,456	\$ 182	14.3%
User 100 m3	\$ 1,205	\$ 1,437	\$ 232	19.2%	\$ 1,379	\$ 174	14.4%
User 75 m3	\$ 1,137	\$ 1,357	\$ 221	19.4%	\$ 1,302	\$ 165	14.6%



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Water and Wastewaters - Historical

Residential Example

	Blended Change			Blended Change w/ PAP			
	2021	\$	%	PAP	2021	\$	%
User 200 m3	\$ 1,687	\$ 207	14.0%	-\$ 25	\$ 1,662	\$ 182	12.3%
User 175 m3	\$ 1,610	\$ 199	14.1%	-\$ 25	\$ 1,585	\$ 174	12.3%
User 150 m3	\$ 1,533	\$ 191	14.2%	-\$ 25	\$ 1,508	\$ 166	12.3%
User 125 m3	\$ 1,456	\$ 182	14.3%	-\$ 25	\$ 1,431	\$ 157	12.3%
User 100 m3	\$ 1,379	\$ 174	14.4%	-\$ 25	\$ 1,354	\$ 149	12.3%
User 75 m3	\$ 1,302	\$ 165	14.6%	-\$ 25	\$ 1,277	\$ 140	12.4%



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Water and Wastewater - Historical

Residential Example

	Blended Change w/ Senior GIS				Blended Change w/ Senior GIS + PAP			
	Senior GIS	2021	\$	%	PAP	2021	\$	%
User 200 m3	-\$ 152	\$ 1,536	\$ 55	3.7%	-\$ 25	\$ 1,511	\$ 30	2.1%
User 175 m3	-\$ 152	\$ 1,458	\$ 47	3.3%	-\$ 25	\$ 1,433	\$ 22	1.6%
User 150 m3	-\$ 152	\$ 1,381	\$ 39	2.9%	-\$ 25	\$ 1,356	\$ 14	1.0%
User 125 m3	-\$ 152	\$ 1,304	\$ 30	2.4%	-\$ 25	\$ 1,279	\$ 5	0.4%
User 100 m3	-\$ 152	\$ 1,227	\$ 22	1.8%	-\$ 25	\$ 1,202	\$ 3	-0.2%
User 75 m3	-\$ 152	\$ 1,150	\$ 14	1.2%	-\$ 25	\$ 1,125	\$ 11	-1.0%



39

Water and Wastewaters - Proposed

Some factors to consider when establishing the fixed vs. variable ratio:

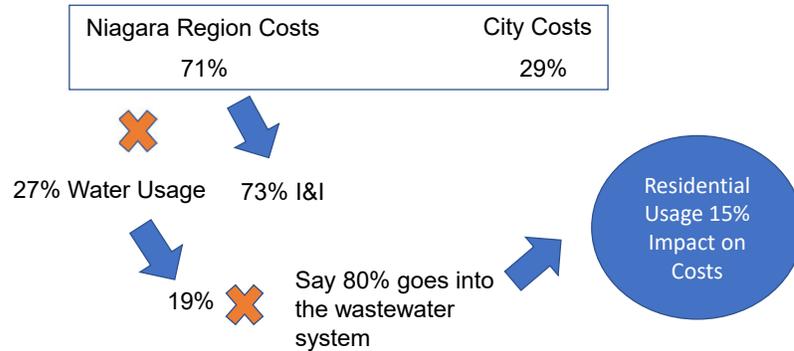
- Nature of the costs (variable vs. fixed)
 - How much Customer volume changes impact costs
 - Importance of access vs. importance for volume (recognizing the system currently does not have a volume constraint)
- Stabilization goals on billing for the customer and corporation
- Supporting equitable benefit
 - Concept of conservation – potential to “game” the system.
 - Concept of stability – leak situations



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Water and Wastewaters - Proposed

How much Customer volume changes waste water impact costs



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Water and Wastewaters - Proposed

Variable				
Water (all meter types)				1.307
Waste Water (all meter types)				-
Waste Water (all non - 5/8 to 3/4 residential meter types)				1.886
				3.193
Fixed Rate				
Meter	Ratio	Water	Waste Water	Combined
N 5/8 to 3/4 - Residential	1	\$ 379.72	\$ 1,002.38	\$ 1,382.09
N 5/8 to 3/4 - Non-Residential	1	\$ 379.72	\$ 738.03	\$ 1,117.74
N 1	1.4	\$ 531.60	\$ 1,033.24	\$ 1,564.84
N 1 1/2	1.8	\$ 683.49	\$ 1,328.44	\$ 2,011.94
N 2	2.9	\$ 1,101.18	\$ 2,140.28	\$ 3,241.46
N 3	11	\$ 4,176.88	\$ 8,118.29	\$ 12,295.17
N 4	14	\$ 5,316.03	\$ 10,332.36	\$ 15,648.40
N 6	21	\$ 7,974.05	\$ 15,498.55	\$ 23,472.59
N 8	29	\$ 11,011.78	\$ 21,402.75	\$ 32,414.53
N 10	40	\$ 15,188.66	\$ 29,521.04	\$ 44,709.70



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Water and Wastewaters - Proposed

Residential Example

	2020	If effective Jan 1			Effective April 1		
		Annualized Change			Blended Change		
		2021	\$	%	2021	\$	%
Water	\$ 395.01	\$ 379.72	- 15.29	-3.9%	\$ 383.54	- 11.47	-2.9%
Wastewater	\$ 535.64	\$ 1,002.38	466.74	87.1%	\$ 885.69	350.05	65.4%
	\$ 930.65	\$ 1,382.09	451.44	48.5%	\$ 1,269.23	\$ 338.58	36.4%
Water	1.3650	1.3074	- 0.058	-4.2%	1.3218	- 0.0432	-3.2%
Wastewater	1.3820	-			1.3820	-	0.0%
	2.7470	1.3074	- 0.058	-2.1%	2.7038	- 0.0432	-1.6%



43

Water and Wastewaters - Proposed

Residential Example

	2020	If effective Jan 1			Effective April 1		
		Annualized Change			Blended Change		
		2021	\$	%	2021	\$	%
User 200 m3	\$ 1,480	\$ 1,644	\$ 164	11.0%	\$ 1,603	\$ 123	8.3%
User 175 m3	\$ 1,411	\$ 1,611	\$ 200	14.1%	\$ 1,561	\$ 150	10.6%
User 150 m3	\$ 1,343	\$ 1,578	\$ 236	17.5%	\$ 1,519	\$ 177	13.2%
User 125 m3	\$ 1,274	\$ 1,546	\$ 271	21.3%	\$ 1,478	\$ 204	16.0%
User 100 m3	\$ 1,205	\$ 1,513	\$ 307	25.5%	\$ 1,436	\$ 231	19.1%
User 75 m3	\$ 1,137	\$ 1,480	\$ 343	30.2%	\$ 1,394	\$ 258	22.7%



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Water and Wastewaters - Proposed

Residential Example

	Blended Change			Blended Change w/ PAP			
	2021	\$	%	PAP	2021	\$	%
User 200 m3	\$ 1,603	\$ 123	8.3%	-\$ 25	\$ 1,578	\$ 98	6.6%
User 175 m3	\$ 1,561	\$ 150	10.6%	-\$ 25	\$ 1,536	\$ 125	8.8%
User 150 m3	\$ 1,519	\$ 177	13.2%	-\$ 25	\$ 1,494	\$ 152	11.3%
User 125 m3	\$ 1,478	\$ 204	16.0%	-\$ 25	\$ 1,453	\$ 179	14.0%
User 100 m3	\$ 1,436	\$ 231	19.1%	-\$ 25	\$ 1,411	\$ 206	17.1%
User 75 m3	\$ 1,394	\$ 258	22.7%	-\$ 25	\$ 1,369	\$ 233	20.5%



45

Water and Wastewaters - Proposed

Residential Example

	Blended Change w/ Senior GIS				Blended Change w/ Senior GIS + PAP			
	Senior GIS	2021	\$	%	PAP	2021	\$	%
User 200 m3	-\$ 244	\$ 1,359	-\$ 121	-8.2%	-\$ 25	\$ 1,334	-\$ 146	-9.9%
User 175 m3	-\$ 244	\$ 1,317	-\$ 94	-6.7%	-\$ 25	\$ 1,292	-\$ 119	-8.5%
User 150 m3	-\$ 244	\$ 1,275	-\$ 67	-5.0%	-\$ 25	\$ 1,250	-\$ 92	-6.9%
User 125 m3	-\$ 244	\$ 1,234	-\$ 40	-3.2%	-\$ 25	\$ 1,209	-\$ 65	-5.1%
User 100 m3	-\$ 244	\$ 1,192	-\$ 13	-1.1%	-\$ 25	\$ 1,167	-\$ 38	-3.2%
User 75 m3	-\$ 244	\$ 1,150	\$ 14	1.2%	-\$ 25	\$ 1,125	-\$ 11	-1.0%

Adjusted from \$152 in earlier option to keep the impact on the user 75 m3 the same.



46

Storm Sewer- Proposed

Property Description	Flat Fee per Year	
	2020	2021
Single Family Properties	\$105.00	\$115.50
Multi-Residential 2 to 5 Units	\$183.75	\$202.13
Multi-Residential 6 to 9 Units	\$236.25	\$259.88
Institutional / Multi Res > 10 Units	\$288.75	\$317.63
Small Commerical	\$183.75	\$202.13
Medium Commerical	\$236.25	\$259.88
Large Commercial	\$288.75	\$317.63
Light Industrial	\$393.75	\$433.13
Heavy Industrial	\$498.75	\$548.63
City Owned	\$236.25	\$259.88
CNPI Owned	\$236.25	\$259.88
Hydro One Owned	\$236.25	\$259.88
Niagara Peninsula Housing	\$288.75	\$317.63
Niagara Region	\$236.25	\$259.88
Niagara Regional Housing	\$288.75	\$317.63
Transport Canada Owned	\$236.25	\$259.88
MTO Owned	\$236.25	\$259.88

10% Change



47

Storm Sewer- Proposed

Option 1 (Not Recommended)

Do Nothing. In some instances, properties within the Urban Storm Drainage Boundary are charged both the Storm Sewer System Rate and the Municipal Drainage maintenance and repair costs.

This is often confusing, as not all properties immediately drain to both systems; however, some properties on the Storm Sewer System do eventually flow to the Municipal Drains and some properties are only on Municipal Drains but pay both rates.

Municipal Drain charges are larger one-off invoices compared to smaller monthly Stormwater System rate charges. This can also be confusing for property owners who are invoiced for both systems.



48

Storm Sewer- Proposed

Option 2 (Not Recommended)

All properties within the Urban Storm Drainage Boundary be identified as either 50%+ immediately draining to the Storm Sewer System OR Municipal Drainage Ditch, and the property be charged only the rate the majority of the property immediately drains to.

This will require staff to identify permeable and non-permeable areas of each property within the Boundary and delineate where most of the stormwater drains, and this percentage can change over time within a property.

It is a highly contentious and labour-intensive undertaking. As Storm Sewer Systems or Municipal Drains are repaired/replaced, the property owners receive larger, one off invoices. Staff also must maintain two rate systems in this scenario.



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Storm Sewer- Proposed

Option 3 (Recommended)

All properties within the Urban Storm Drainage Boundary be charged only the Storm Sewer System rate charge. Any Municipal Drainage works conducted within the boundary will be paid through Storm Sewer System funds.

Under this option, there is only one rate for property owners within the Boundary and staff only maintain one rate system.

The property owners receive regular invoices and as the Storm Sewer System or Municipal Drains are repaired, they are paid for through the previous or future collected funds.

The Storm Sewer System rate will remain proportional to the existing structure and all infrastructure in the Urban Storm Drainage Boundary area is considered one drainage system.



50

Implementation Date

Rate changes and Senior GIS Grant Program, if approved, will be effective the 1st of April 2021.

Pre-authorized payment (PAP) program, if approved, will be introduced pre monthly billing which is planned to go live in October 2021.



51

Recommendation

That Corporate Services Department 2021-84 be received; and

That the 2021 Water, Wastewater and Storm Sewer Rates as set out in page 5 and 8 of Report 2021-84 be approved.



52



Subject: 2021 Rates Setting - 2021-84.docx
To: Committee of the Whole - Budget
From: Corporate Services Department

Report Number: 2021-84

Meeting Date: March 11, 2021

Recommendation:

That Corporate Services Department Report 2021-84 be received; and

That the 2021 Water, Wastewater and Storm Sewer Rates as set out in page 5 and 8 of report 2021-84 be approved.

Purpose:

The purpose of this report is to present the proposed 2021 Water, Wastewater and Storm rates to Council for approval.

A separate Committee of the Whole – Budget report has been prepared titled 2021 Rate Budgets, Report 2021-80, to establish the water, wastewater and storm sewer budgets.

Background:

The City of Port Colborne (the “City”) water and wastewater system is operated under a two-tier municipal governance model. The Niagara Region is responsible for cleaning and providing drinking water and treating all wastewater. The City is responsible for water distribution and wastewater collection. The City is also responsible for billing, retains all collection risk and, except for some shared volume risk with water, is responsible for the risk associated with volume under or over usage from budget.

The Niagara Region bills the municipality for all water that leaves their water plan and for all wastewater that enters the treatment plant. As noted in the report, 2021 Rate Budgets, Report 2021-80, water billed in 2020 was 64% suggesting a 36% water loss rate. Directionally this figure should be closer to 15%. In the same report it can be identified the amount of water that is sent to the Niagara Region treatment plants is

approximately double the amount of clean drinking water purchased. These figures identify the current linear assets (the pipes) transporting water and wastewater are in need of significant investment. These issues, coupled with the capital investment required, are the most significant drivers of the water and wastewater rates within the City.

In 2019, Council approved a Storm Sewer fee that applies to all properties in the Urban Storm Sewer boundary. The City Storm Sewers alleviate storm water from the City. An effective Storm Sewer system can help reduce inflow and infiltration (I&I) in the wastewater system. There have been some questions brought forward regarding properties that are within the storm sewer boundary that do not directly have a City storm sewer or rely on a municipal drainage ditch to provide relief to their property. This report provides Council with options to consider billing options for these properties in an effort to help clarify any confusion. These options are included in Appendix E and discussed below. As a precursor to that discussion, staff identify the recommendation is anyone within the Storm Sewer boundary is benefiting from the system and for this reason recommends anyone within the boundary should pay. To this point, staff have also recommended anyone with a drainage ditch that is in the Storm Sewer boundary should not be charged for the ditch and instead those costs should be borne by the Storm Sewer fee as both systems work together to provide relief from storm water.

Discussion:

Report, 2021 Rate Budgets, Report 2021-80 identified the following budget impacts:

1. Water and Wastewater combined impact of 2.98% (Water reduction of 8.5% and wastewater increase of 12.9%)
2. Storm Sewer budget increase of 10%. The most notable expense in that budget is the 64% borrowing cost for the Nickel Storm Sewer.

Water and Wastewater

When setting the water and wastewater rates there are arguably at least three key decisions after determining the appropriate budget amount. They are as follows:

1. Establishing the appropriate allocation between meter types
2. Establishing the proportion that should be fixed or variable
3. Establishing water and wastewater billing volumes

The following has been provided for Council's information and consideration when approving the water and wastewater rates:

1. Establishing the appropriate allocation between meter types

Staff are proposing no changes in meter ratios. The ratios can be seen in Appendix A – Water and Wastewater Rates. The average residential property is the 5/8” meter size. In this respect, any ratio change normally results in transferring funding responsibility between the residential and commercial/industrial meters. A consulting report performed for Niagara Region by BMA Management Consulting identified that in 2020 commercial and industrial business in the City paid anywhere from 14% to 21% less than businesses in other local area municipalities. Although, if we excluded the two highest municipalities in the study, the City’s commercial and industrial users only paid 2% to 8% less than businesses in other local area municipalities. The range reflects the analysis being performed on different meter sizes and different volumes.

Staff have not recommended any changes in ratios noting the rate options proposed will already result in the amount City commercial and industrial users paying moving towards, and potentially slightly exceeding, the average.

2. Establishing the proportion that should be fixed or variable

In 2020, the City experienced a 55% fixed billing structure for water and 67% for wastewater. There are many factors to consider when considering if costs should be charged on a fixed basis or variable basis. Some of these include:

- a. The nature of the costs. In the City’s system one can view the Niagara Region costs as variable as the more water the City purchases or wastewater it sends to the Niagara Region to treat, the more it is required to pay. In 2021, the proposed budget identifies the Niagara Region costs as 47% for water and 71% for wastewater. The rest of the costs are fixed in terms of spending.
- b. A recognition that the main cost of running the system and need for additional funding are capital and fixed in nature. To this point, water loss and I&I as a result of the current state of the City’s linear assets (pipes in the ground) is arguably no more the cost of any one system user despite the amount of water the user might use.
- c. Fluctuations in water volumes that impact water and wastewater billings. A fixed billing system can remove billing risk within the budget model. For example, the 2020 budget was based on:
 - i. Water sales of 1,905,034 cubic metres when actual volume experienced was only 1,610,607 cubic metres. This left a variable budget deficit of approximately \$400,000.
 - ii. Wastewater sales of 1,794,017 cubic metres when actual volume experienced was only 1,254,118 cubic metres. This left a variable budget deficit of approximately \$835,000. Reader of this report may ask why the water and wastewater sales volumes are different since wastewater is billed based on water sales. The answer is simply that there are some industrial properties in the City that have their own

wastewater treatment plants and for that reason are not billed for wastewater.

- d. The balancing act to avoid some users disproportionately benefit the system vs. providing stability and even enhanced customer service.
 - i. The concept of some users disproportionately benefiting from the system refers to the fact that if the whole system was a fixed charge (both water and wastewater) there would be no incentive to conserve. If water usage in the City was to go up then the bill from the Niagara Region would go up for water and potentially wastewater and the City would have to adjust the fixed charge up for everyone even if only a small number of people were benefiting from extra water usage.
 - ii. Stability and even enhanced customer service describe a situation where individuals have certainty over their bill. If for example there was a leak or a break in a liner of a pool or something of this nature that individual would not find themselves paying for usage, they arguably never benefited from.

Staff have considered the above and at the present time have noted moving water on residential and water and wastewater on commercial and industrial to an all fixed model has the potential to increase the cost of the total system. To this point, staff have provided in Appendix A and Appendix C an option to move residential wastewater to 100% fixed from the 2020 model of 67% fixed. In the final recommendation staff does recommend this illustrated move to fixed residential (5/8" meter) wastewater while leaving the fixed variable ratio for all other meters the same as experienced in 2020.

3. Establishing water and wastewater billing volumes

As noted above the water and wastewater billing volumes on an actual to budget basis were out 15% for water and 30% for wastewater. The report, Rate Budgets, Report 2020-80 identifies actual water and wastewater billings has missed budget targets year after year. This has resulted in budget shortfalls in the water and wastewater revenue budget ranging from \$800,000 to \$1.8 million in the past number of years. To offset these revenue deficits, staff have historically curtailed capital spending. This action, while not recommended, appears to have been the only way to balance the budget on an after the fact basis. When reviewing the rates as calculated in Appendix A through Appendix C, Council will notice increases greater than the 2.98% combined water and wastewater budget increase. The reason is the water and wastewater billing volumes have been budgeted based on 2020 actual.

In response to the three considerations above, staff put forward the following rates that would move the residential 5/8" meter rate to 100% fixed for wastewater. There are multiple combinations and permutations that could be considered. Should Council desire to consider other options than those calculated in the report Financial Services

will need time to recalculate as the ratios and dynamic between variable and fixed among the different meter types considering the fact any increase would be taking effect mid-year and does take some time to calculate.

The proposed rates are as follows:

Variable				
Water (all meter types)				1.307
Waste Water (all meter types)				-
Waste Water (all non - 5/8 to 3/4 residential meter types)				1.886
				3.193
Fixed Rate				
Meter	Ratio	Water	Waste Water	Combined
N 5/8 to 3/4 - Residential	1	\$ 379.72	\$ 1,002.38	\$ 1,382.09
N 5/8 to 3/4 - Non-Residential	1	\$ 379.72	\$ 738.03	\$ 1,117.74
N 1	1.4	\$ 531.60	\$ 1,033.24	\$ 1,564.84
N 1 1/2	1.8	\$ 683.49	\$ 1,328.44	\$ 2,011.94
N 2	2.9	\$ 1,101.18	\$ 2,140.28	\$ 3,241.46
N 3	11	\$ 4,176.88	\$ 8,118.29	\$ 12,295.17
N 4	14	\$ 5,316.03	\$ 10,332.36	\$ 15,648.40
N 6	21	\$ 7,974.05	\$ 15,498.55	\$ 23,472.59
N 8	29	\$ 11,011.78	\$ 21,402.75	\$ 32,414.53
N 10	40	\$ 15,188.66	\$ 29,521.04	\$ 44,709.70

The residential impact varies based on usage, application status as a Senior on GIS, and application status to Pre-authorized payment (PAP). The Rates Budget, Report 2020-80 laid out funding for the Seniors on Guaranteed Income Supplement ("GIS") application and PAP program. If approved the requirements/implementation plan of each can be found in Appendix F.

In assessing user impacts, staff identify the average household calculated as usage divided by households equals 150 cubic metres. The following table provides a summary of residential users by volume as a percentage:

Usage	%
< 75	19.2%
75-99	12.2%
100-124	13.3%
125-149	12.7%
150-174	10.2%
175-199	8.3%
>= 200	24.1%
	100.0%

In consideration of user impacts, staff identify, while the proposed water and wastewater fees for an average household using 150 cubic metres might be higher than other municipalities in Niagara, the combined property tax and water and wastewater impact is still less. Notably during the budget presentations last fall, the following was identified which has now been updated to included combined water and wastewater impacts:

	Port Colborne	Local Area Municipalities *
Property Tax	\$ 3,434 ^	\$ 4,099
Water / Wastewater	\$ 1,343 ~	\$ 997
	\$ 4,777	\$ 5,097
* Calculated as simple average		~ 150 m3
^ Includes storm sewer charge		

The table above is current as of 2020 and illustrates the combined household impact of property taxes and water and wastewater. It identifies the City maintains an occupancy cost that is approximately \$320 less than the combined cost in other Local Area Municipalities. This table will be updated for future budget presentations subsequent to Council's decisions regarding the 2021 budget and after the Niagara Region has finalized tax ratios for 2021 and all other Local Area Municipalities budgets are complete.

Readers of this report will find two key appendices to consider when assessing user impacts:

1. Appendix B – Traditional/Historical Rate Model - Residential
2. Appendix C – Traditional/Historical moved to 100% Wastewater Fixed Rate Model – Residential.

Both appendices identify what the rates will be on an annualized basis if the rate was charged for all 12 months of the year and then what they would be on a blended basis which recognizes the rates will only be charged from April 1 to the end of the year and the rate charged from January 1 to March 31 will have been lower.

Appendix B illustrates all users regardless of amount purchased basically would receive the same increase of approximately 14%. If they opted into the PAP program (effectively moving to a blended monthly payment model) that effective rate would be approximately 12% as a result of the one time \$25 dollar credit. In Appendix F, staff note it is recommended residents already on this program would receive this credit in 2021 along with any new registrants provided they stay on the program for one year. If they left the program within a year the credit would be reversed. Lastly in this scenario, in the event a resident was a Senior on Guaranteed Income Supplement and applied as such, the recommended credit in Appendix B of \$152, would essentially limit that residents increase to 1.2%-1.8% if they used between 75 cubic metres and 100 cubic metres and, in fact, makes the increase negative if they also utilized the PAP program. The \$152 credit is equal to the wastewater fixed charged. A credit at this amount has been budgeted for 658 applicants. As noted in the Rate Budgets, Report 2020-80, staff are not able to estimate the potential uptake of this credit. This would represent 11.7% of residential water bills.

Appendix C illustrates users are impacted differently as the variability of wastewater charges moved to fixed. The rationale relating to the comments is provided in this report above. This model would identify the wastewater system as an access fee. This would mean that higher users would experience a smaller increase. As noted in the Appendix, a user with 200 cubic metres of water purchased would experience a 6.6% increase or \$98 dollars if they took advantage of PAP while someone with only 75 cubic metres would experience a 20.5% increase or \$233 dollars if they took advantage of the same program. Recognizing the potential for socio-economic constraints, staff have recommended the introduction of a Senior GIS credit as noted above. In establishing the credit in this scenario, staff started with Appendix B and looked at the water and wastewater blended payment for a 75 cubic metres residential customer and matched that impact in the scenario in Appendix C. This resulted in a Senior GIS credit of \$244 and every Senior on GIS that applied receiving a year over year decrease in their combined water and wastewater bill regardless of consumption if they also applied for the PAP program. These reductions would range from 1% to almost 10%.

While staff have put forward the option in Appendix C, being keeping the fixed and variable ratios the same as those experienced in the 2020 forecasted actual but adjusting to make wastewater charged to residential 5/8" meters fixed, staff look to Council to provide direction.

Storm Sewer

The storm sewer rate calculation is perhaps less complicated in the fact it is a fixed rate charge and budget to forecasted actual experience is in line. In this respect, the 10% increase over forecasted actual experience proposed in Rate Budgets, Report 2021-84 results in a 10% increase in rates. A single-family property will experience a \$10.50 increase as a result. The 2021 rates are as follows:

Property Description	Flat Fee per Year
	2021
Single Family Properties	\$ 115.50
Multi-Residential 2 to 5 Units	\$ 202.13
Multi-Residential 6 to 9 Units	\$ 259.88
Institutional / Multi Res > 10 Units	\$ 317.63
Small Commerical	\$ 202.13
Medium Commerical	\$ 259.88
Large Commercial	\$ 317.63
Light Industrial	\$ 433.13
Heavy Industrial	\$ 548.63
City Owned	\$ 259.88
CNPI Owned	\$ 259.88
Hydro One Owned	\$ 259.88
Niagara Peninsula Housing	\$ 317.63
Niagara Region	\$ 259.88
Niagara Regional Housing	\$ 317.63
Transport Canada Owned	\$ 259.88
MTO Owned	\$ 259.88

As noted earlier in the report, staff have reviewed the conditions of the Storm Sewer Charge and recommend the following:

1. All properties within the Storm Sewer boundary are charged the storm sewer rates
2. All properties on municipal drains within the Storm Sewer boundary will have those costs covered by the Storm Sewer fee

These recommendations are made after reviewing how this fee came about and recognizing one of the founding concepts was to try and keep the program simple. Further, it recognized the drains and storm sewers do have connectivity and work together to remove storm water from the City. Whereas, some properties within the boundary may not directly have either touching their property, they A) could at some point and B) benefit within the City for the Storm Sewer and Ditching system.

While staff have recommended the above option, other options for Council to consider are included in Appendix E.

Financial Implications:

Financial Services identifies the proposed 2021 water, wastewater and storm sewer rates are a staff recommendation which Council can adjust, if required.

Conclusion:

That the 2021 water, wastewater and storm sewer rates as recommended in this report be approved.

In making this recommendation staff acknowledge these budgets continue to be underfunded in terms of capital investments. Once staff have completed the planned infrastructure needs assessment further, discussion on capital funding, which may include any available grant programs, will be required.

Staff further highlight the reason the rate increase is higher than the budget is the fact prior budgets were built on water sales assumptions that were 15% higher than actual experience and wastewater sales experience that was 30% higher than actual experience.

Appendices:

- a. Water and Wastewater Rates
- b. Traditional/Historical Rate Model – Residential
- c. Traditional/Historical moved to 100% Wastewater Fixed Rate Model – Residential
- d. Storm Sewer Rates
- e. Options for Storm Water and Municipal Ditch Rates Charged to Properties
- f. Seniors on GIS and PAP Programs

Respectfully submitted,

Bryan Boles, CPA, CA, MBA
Director, Corporate Services
(905) 835-2900 Ext. 105
Bryan.boles@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.

Appendix A - Water and Wastewater Rates

2020	2021	
	Traditional	Residential Fixed

Variable

Water (all meter types)	1.365	1.307	1.307
Waste Water (all meter types)	1.382	1.886	-
	<u>2.747</u>	<u>3.193</u>	
Waste Water (all non - 5/8 to 3/4 residential meter types)			1.886
			<u>3.193</u>

Fixed Rate

Meter	Ratio	Water	Waste Water	Combined	Water	Waste Water	Combined	Water	Waste Water	Combined
N 5/8 to 3/4 - Residential	1	\$ 395.01	\$ 535.64	\$ 930.65	\$ 379.72	\$ 738.03	\$ 1,117.74	\$ 379.72	\$ 1,002.38	\$ 1,382.09
N 5/8 to 3/4 - Non-Residential	1	\$ 395.01	\$ 535.64	\$ 930.65	\$ 379.72	\$ 738.03	\$ 1,117.74	\$ 379.72	\$ 738.03	\$ 1,117.74
N 1	1.4	\$ 553.01	\$ 749.90	\$ 1,302.91	\$ 531.60	\$ 1,033.24	\$ 1,564.84	\$ 531.60	\$ 1,033.24	\$ 1,564.84
N 1 1/2	1.8	\$ 711.02	\$ 964.15	\$ 1,675.17	\$ 683.49	\$ 1,328.44	\$ 2,011.94	\$ 683.49	\$ 1,328.44	\$ 2,011.94
N 2	2.9	\$ 1,145.53	\$ 1,553.36	\$ 2,698.89	\$ 1,101.18	\$ 2,140.28	\$ 3,241.46	\$ 1,101.18	\$ 2,140.28	\$ 3,241.46
N 3	11	\$ 4,345.11	\$ 5,892.04	\$10,237.15	\$ 4,176.88	\$ 8,118.29	\$12,295.17	\$ 4,176.88	\$ 8,118.29	\$ 12,295.17
N 4	14	\$ 5,530.14	\$ 7,498.96	\$13,029.10	\$ 5,316.03	\$ 10,332.36	\$15,648.40	\$ 5,316.03	\$ 10,332.36	\$ 15,648.40
N 6	21	\$ 8,295.21	\$ 11,248.44	\$19,543.65	\$ 7,974.05	\$ 15,498.55	\$23,472.59	\$ 7,974.05	\$ 15,498.55	\$ 23,472.59
N 8	29	\$11,455.29	\$ 15,533.56	\$26,988.85	\$11,011.78	\$ 21,402.75	\$32,414.53	\$11,011.78	\$ 21,402.75	\$ 32,414.53
N 10	40	\$15,800.40	\$ 21,425.60	\$37,226.00	\$15,188.66	\$ 29,521.04	\$44,709.70	\$15,188.66	\$ 29,521.04	\$ 44,709.70

Appendix D - Storm Sewer Rates

Property Description	Flat Fee per Year	
	2020	2021
Single Family Properties	\$105.00	\$115.50
Multi-Residential 2 to 5 Units	\$183.75	\$202.13
Multi-Residential 6 to 9 Units	\$236.25	\$259.88
Institutional / Multi Res > 10 Units	\$288.75	\$317.63
Small Commerical	\$183.75	\$202.13
Medium Commerical	\$236.25	\$259.88
Large Commercial	\$288.75	\$317.63
Light Industrial	\$393.75	\$433.13
Heavy Industrial	\$498.75	\$548.63
City Owned	\$236.25	\$259.88
CNPI Owned	\$236.25	\$259.88
Hydro One Owned	\$236.25	\$259.88
Niagara Peninsula Housing	\$288.75	\$317.63
Niagara Region	\$236.25	\$259.88
Niagara Regional Housing	\$288.75	\$317.63
Transport Canada Owned	\$236.25	\$259.88
MTO Owned	\$236.25	\$259.88

Appendix E – Options for Storm Water and Municipal Ditch Rates Charged to Properties

Option 1 (Not Recommended)

Do Nothing. Properties within the Urban Storm Drainage Boundary are often charged both the Storm Sewer System Rate and the Municipal Drainage maintenance and repair costs.

This is often confusing as not all properties immediately drain to both systems; however, some Storm Sewer System do eventually flow to the Municipal Drains and some properties are only on Municipal Drains but pay both rates.

Municipal Drain charges are larger one-off invoices compared to comparatively smaller monthly Stormwater System rate charges. This can also be confusing for property owners who are invoiced for both Systems.

Option 2 (Not Recommended)

All properties within the Urban Storm Drainage Boundary be identified as either 50%+ immediately draining to the Storm Sewer System OR Municipal Drainage Ditch and the property be charged only the rate the majority of the property immediately drains to.

This will require staff to identify permeable and non permeable areas of each property within the Boundary and delineate where most of the stormwater drains, and this percentage can change over time within a property. It is a highly contentious and labour-intensive undertaking.

As Storm Sewer Systems or Municipal Drains are repaired/replaced, the property owners receive larger, one off invoices. Staff also maintain two rate systems.

Option 3 (Recommended)

All properties within the Urban Storm Drainage Boundary be charged only the Storm Sewer System rate charge. Any Municipal Drainage works conducted within the boundary will be paid for through Storm Sewer System funds.

There is only one rate for property owners within the Boundary and staff only maintain one rate system.

The property owners receive regular invoices and as the Storm Sewer System or Municipal Drains are repaired, they are paid for through the previous or future collected funds.

The Storm Sewer System rate will remain proportional to the existing structure and all infrastructure in the Urban Storm Drainage Boundary area is considered one drainage system.

Appendix F – Seniors on GIS and PAP Programs

Seniors on Guaranteed Income Supplement (“GIS”)

This program is recommended to support Seniors on GIS. The credit would be applied on an application basis at the rate approved by Council in this report. The credit would be non-refundable meaning if for any reason the credit would result in the City credit being larger than actual charges a payment for the difference would not be awarded. Further, in the event an applicant becomes ineligible part way through the year, the credit will be prorated. As this credit is being introduced for the first time in 2021, starting April 1 the credit would be prorated for 9 months. In all future years it will be prorated for 12 months.

To qualify the following conditions are recommended to be required:

1. Applicant (or spouse) is a water and wastewater rate payer and considered responsible for the account; and
2. Applicant (or spouse) is 65 years of age or older; and
3. Applicant (or spouse) uses the property for which the application is being made for the purpose of their personal residence; and
4. Applicant (or spouse) is in receipt of a monthly GIS pursuant to Part II of the Old Age Security Act (Canada)

The City will introduce an application process. For the purposes of simplifying the process once in the program the Applicant will remain in the program until they are no longer eligible. The applicant will be required to sign as part of the application process that they agree to notify the City should they no longer be eligible and agree they are subject to a verification request in future years. Staff will perform verification checks on a test basis. For greater clarity every applicant will not be tested every year.

Pre-authorized Payment Plan (“PAP”)

The City has maintained a PAP plan for years. The benefit of the plan is residents can pay a consistent amount monthly to manage their payments and the City work with residents to manage those payments.

From the City’s perspective this also helps manage cashflow for the water and wastewater program.

This report recommended a one-time \$25 dollar credit for any residents that sign up for the PAP program. As illustrated in Appendix B and Appendix C this is effectively a 2% reduction in a resident’s water and wastewater bill.



PORT COLBORNE

Memorandum

To: Mayor Steele and Members of Council
From: Steve Shypowskyj, Manager of Projects & Design
Date: March 22, 2021
Re: Storm Sewer Budget

This memorandum is meant to provide supplementary information to Report 2021-84: 2021 Rates Setting. During the March 11, 2021 Committee of a Whole-Budget meeting, Corporate Services and Public Works presented three options for implementing Storm Water and Municipal Drain Rates in 2021.

Option 3 was recommended which outlined the following:

All properties within the Urban Storm Drainage Boundary be charged only the Storm Sewer System rate charge. Any Municipal Drainage works conducted within the boundary will be paid for through Storm Sewer System funds.

There is only one rate for property owners within the Boundary and staff only maintain one rate system.

The property owners receive regular invoices and as the Storm Sewer System or Municipal Drains are repaired, they are paid for through the previous or future collected funds.

The Storm Sewer System rate will remain proportional to the existing structure and all infrastructure in the Urban Storm Drainage Boundary area is considered one drainage system.

In order to provide this supplementary information, staff have created the attached map which outlines the Urban Storm Drainage Boundary, Urban Area, and the areas which contribute to a municipal drain within the Urban Storm Drainage Boundary.

In 2015 a storm sewer infrastructure needs study was completed which identified 22 drainage areas based on the existing storm sewer network and was generally defined by the ground surface topography. The overall Urban Storm Drainage Boundary was created based on the storm drainage areas developed by the City and further revised by the Engineer. This is the boundary that is currently presented to Council to be used in setting the Storm Sewer System rate charge.

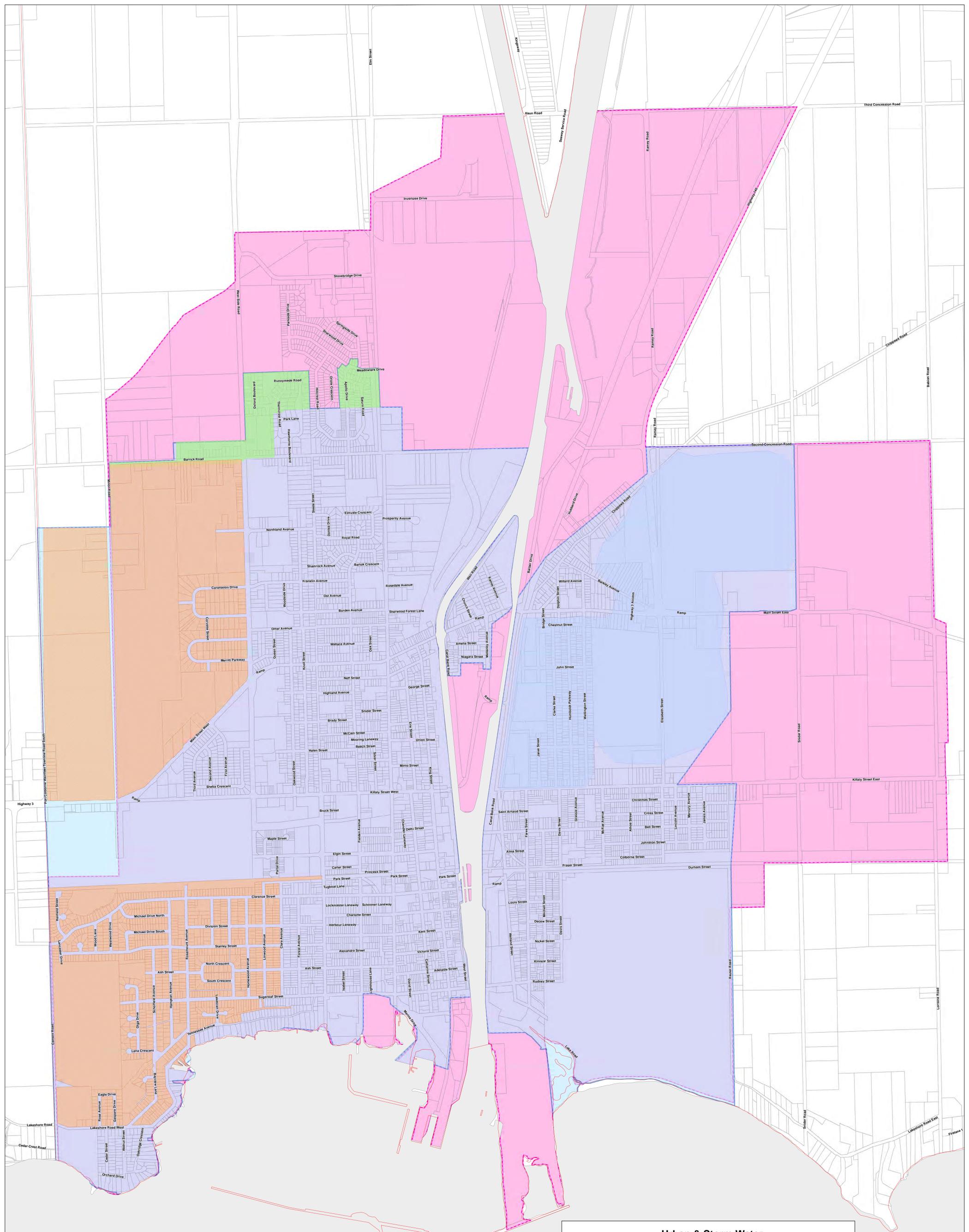
Page 1 of 2

The map also provides the approximate drainage areas of the municipal drains in the Urban Storm Drainage Boundary. The overall extent of the drainage areas shown is not exact and is based on existing drawings and staff knowledge. These areas will be refined when they progress through a drainage engineers report but at this time, they provide a general overview of the areas that contribute to a municipal drain within the Urban Storm Drainage Boundary.

Upon approval of Option 3, staff would accept applications from property owners to dispute an inclusion or exclusion of a property from the Urban Storm Drainage Boundary. Staff would then investigate the dispute and update the mapping and billings accordingly.

Thank you for your consideration,

Steve Shypowskyj,
Manager of Projects & Design
City of Port Colborne



Urban & Storm Water Boundaries with Municipal Drains

- Urban Area Boundary
- Storm Water Boundary
- Biederman Drain
- Eagle Marsh Drain
- Central Park Drain





Subject: 2020-2023 Strategic Plan

To: Council

From: Chief Administrative Office

Report Number: 2021-96

Meeting Date: March 22, 2021

Recommendation:

That Chief Administrative Office Report 2021-96, Subject: 2020-2023 Strategic Plan, be received for information; and

That Council endorse the draft Strategic Plan attached as Appendix A.

Purpose:

The purpose of this report is to seek Council support for the 2020-2023 Strategic Plan.

Background:

Facilitated roundtable discussions regarding the development of the City's strategic plan were held with Council and staff in 2019 and early 2020. This project was postponed in March 2020 due to the COVID-19 pandemic and was revisited in September 2020.

Council approved a strategic plan framework presented by the CAO and the Manager of Strategic Initiatives on October 26, 2020 and provided direction to complete the plan for Council review and approval.

The strategic plan will be a guiding document to assist Council and staff in priority setting, resource allocation, and decision-making for the remainder of the 2019-2022 term and into the next Council term. This plan will be a living document and strategic planning is an ongoing process that requires flexibility and responsiveness to the ever-changing municipal landscape. A new strategic plan will also provide a line of sight for City staff to see the connection between their day-to-day responsibilities and the vision and mission of the organization.

It should be noted that City staff have been delivering programs and services as well as planning, implementing, and managing many projects and initiatives in 2019 and 2020 that align with key pillars in the draft strategic plan. For this reason, the City's Corporate Leadership Team is recommending that 2020-2023 be used as the time frame for the City's strategic plan to reflect the ongoing work and strategic focus of City staff.

Discussion:

There are key structural elements that make up the framework of a strategic plan, including vision and mission statements, strategic pillars, action items, and an implementation plan. The framework is as follows:

Vision:

A vibrant waterfront community embracing growth for future generations.

Mission:

To provide an exceptional small-town experience in a big way.

Corporate Values:

Integrity – we interact with others ethically and honourably.

Respect – we treat each other with empathy and understanding.

Inclusion – we welcome everyone.

Responsibility – we make tomorrow better.

Collaboration – we are better together.

Strategic Pillars to Support the Vision and Mission

Our strategic pillars are based on key themes that emerged from roundtable discussions with Council and staff and have been divided into Community Pillars and Corporate Pillars.

Community Pillars

These pillars are areas that directly benefit our residents, businesses, and visitors.

1. Service and Simplicity - Quality and Innovative Delivery of Customer Services
2. Attracting Business Investment and Tourists to Port Colborne
3. City-Wide Investments in Infrastructure and Recreational/Cultural Spaces

Corporate Pillars

These pillars are the day-to-day practices, processes, and governance that Council and staff are focused on to ensure maximum value and benefit for our residents.

1. Value: Financial Management to Achieve Financial Sustainability
 2. People: Supporting and Investing in Human Capital
 3. Governance: Communications, Engagement, and Decision-Making
-

Internal Consultations:

The strategic plan is based on facilitated roundtable discussions held in 2019 and 2020 with Council and staff. The CAO and Manager of Strategic Initiatives have also continued to engage the Corporate Leadership Team and other City managers and staff in finalizing the plan.

Financial Implications:

There are no financial implications in approving this report. This plan was completed in-house so there were no costs for external consultants. Also, many of the projects and initiatives in the strategic plan have been part of Council approved budgets. Any new initiatives proposed, that require funding, will come to Council for approval.

Public Engagement:

The 2020-2023 Strategic Plan will be posted on the City's website. One of the key pillars of the plan is good governance and specifically active public engagement through corporate communications and outreach. This approach will become a method of business for City staff.

Strategic Plan Alignment:

The City's Strategic Plan will help to ensure there is organizational alignment to deliver on Council's priorities and that recommendations in staff reports should adhere to the pillars in the Plan.

Conclusion:

The City's 2020-2023 Strategic Plan will highlight key projects and initiatives that staff are working on as well as new projects and action items that support Council priorities that will move the City and the corporation forward in a consistent strategic direction.

Appendices:

- a. Draft City of Port Colborne 2020-2023 Strategic Plan
- b. Draft Implementation Plan

Respectfully submitted,

Gary Long
Manager of Strategic Initiatives
905-835-2901 x.502
Gary.Long@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.



PORT COLBORNE

CITY OF PORT COLBORNE

STRATEGIC PLAN 2020-2023

Message from Mayor William Steele

As elected officials, we are entrusted by our citizens to make the best possible decisions for the present and the future. I welcome this City of Port Colborne 2020-2023 Strategic Plan as a key tool to guide us in that decision-making as we embrace the growth that is upon us and preserve the history that made us.

I look forward to working together with City staff and our community partners to fulfill our vision and see our city reach its full potential.

Message from CAO Scott Luey

I am pleased to present the City of Port Colborne 2020-2023 Strategic Plan and thank you for taking the time to read it.

Our 2020-2023 Strategic Plan is a roadmap that will take our City and our organization into the future by having a shared vision and focusing on community and corporate priorities that align and support this vision. The world we live in changes quickly, with new challenges and opportunities appearing daily. Having a commitment to a clear path forward makes that world easier to navigate.

Our City's hardworking and professional staff take pride in the work they do and are committed to making a positive impact everyday for our residents. They are excited about having a strategic plan to help guide our day-to-day responsibilities, and about working collaboratively with Council and the community to create our future.

As CAO, I, along with our Directors and Managers, will continue to ensure organizational alignment with Council's priorities; provide implementation and oversight; and keep our community regularly informed on the progress we're making.

Our future is bright, and we are ready to get to work.

City of Port Colborne - 2020-2023 Strategic Plan

Introduction

Welcome to the City of Port Colborne's 2020-2023 Strategic Plan. This plan will be a guiding document to assist Council and staff in priority setting, resource allocation, and decision-making for the remainder of the 2019-2022 Council term and into the next Council term. It will also provide the community with a reference document, illustrating the city's priorities and the actions planned to achieve those priorities. Residents, businesses, and stakeholders will be able to see and understand the path forward and the benefits that will come from it.

This plan is a living document as strategic planning is an ongoing process that requires flexibility and responsiveness to the ever-changing municipal landscape and global events. The COVID-19 global pandemic has illustrated that unanticipated events can and do impact our ability to deliver our services in the way we originally intend. However, those services still need to be delivered. A strong strategic plan can be the map we refer to in order to maintain the level of service our constituents require when we are faced with implementing sudden and unexpected models of delivery.

A strategic plan will also provide a line of sight for City staff to see the connection between their day-to-day responsibilities and the vision and mission of the organization. This will help to ensure there is organizational alignment to deliver on Council's priorities.

Timelines

City staff have been delivering programs and services as well as planning, implementing, and managing many projects and initiatives in 2019 and 2020 that align with the key pillars outlined in this plan. Therefore, 2020-2023 is being used as the time frame for the City's strategic plan to reflect the ongoing work and strategic focus of City staff. Following feedback from Council and staff, we have decided that a 3-year plan is of most value to keep that work relevant and that focus sharp. While this strategic plan is based on a three-year horizon, our mission and vision statements arise from an ongoing broader discussion about what makes us who we are and where we want to go.

What We Stand For

We are a small city and we want to retain that character and feel, yet we are also on the cusp of residential, commercial, industrial, and economic growth which will bring exciting new opportunities. We must balance welcoming change and preserving our quality of life. We must create the future we want for our city. Our strategic plan will help us build this future. Some things won't change. We will continue to preserve our waterfront while supporting the need to integrate industry with our residential, commercial, and tourism sectors, as well as our business districts. We will continue our commitment to excellent customer service throughout the organization in everything we do. We will continue to value our partnerships with key stakeholders and committed volunteers from non-profit organizations who do so much to improve our community. We will look to the future in a positive, pro-active way while honouring the qualities that have made our community so unique.

Vision Statement:

A vision statement expresses an organization's desires for the future. This is Port Colborne's vision statement:

A vibrant waterfront community embracing growth for future generations

Mission Statement:

A mission statement expresses the immediate goals of an organization, clearly and concisely. This is Port Colborne's mission statement:

To provide an exceptional small-town experience in a big way

Corporate Values:

Corporate Values are guiding principles and beliefs supported by everyone in an organization so that they can work toward common goals in a cohesive and positive way. These are our corporate values:

Integrity – we interact with others ethically and honourably

Respect – we treat each other with empathy and understanding

Inclusion – we welcome everyone

Responsibility – we make tomorrow better

Collaboration – we are better together

Pillars of Sustainability

The United Nations definition of sustainability is the reconciliation of environmental, social, and economic demands - the “three pillars” of sustainability – for the immediate and future well-being of individuals and communities. The social pillar gauges social equity including quality of life. The environmental pillar captures green factors such as energy, pollution, and emissions. The economic pillar assesses business environments and economic health.

These pillars are key to balanced decision-making and by embracing them as an important part of our strategic plan, we can ensure that both our major decisions and our everyday choices are rooted in an awareness of the need for true sustainability.

Strategic Pillars

Our strategic pillars are based on key themes that emerged from roundtable discussions with Council and staff and were developed to support our Vision and Mission Statements. These pillars include the specific actions we will take to achieve our goals in each area and have been divided into Community Pillars and Corporate Pillars.

Community Pillars

These pillars are areas that directly benefit our residents, businesses, and visitors.

1. Service and Simplicity - Quality and Innovative Delivery of Customer Services

2. Attracting Business Investment and Tourists to Port Colborne
3. City-Wide Infrastructure Investments

Corporate Pillars

These pillars are the day-to-day practices, processes, and governance that Council and staff are focused on to ensure maximum value and benefit for our residents.

1. Value: Financial Management to Achieve Financial Sustainability
2. People: Supporting and Investing in Human Capital
3. Governance: Communications, Engagement, and Decision-Making

Community Pillars

1. Service and Simplicity: Quality and Innovative Delivery of Customer Services

Our goal is to make interacting with our city simple through clear communication, efficient and effective processes, and making the best use of appropriate technologies. We will create a seamless “one stop shop” with exemplary customer service throughout the organization to meet the needs of our community.

It’s all about the service. City staff are committed to customer service excellence and providing quality programs as well as exploring and implementing different service delivery models as part of a culture of innovation. The future is collaborative, and we’re focused on creating a team culture where we share information, implement best practices, and work together to achieve the best possible experience for our community.

Action Items:

- Complete Customer Relationship Management (CRM) project
- Implement Service Delivery Review
- Partner with Niagara municipalities on a Shared Services Review

- Create a smart city strategy and open data initiatives

2. Attracting Business Investments and Tourists to Port Colborne

Our goal is to ensure that Port Colborne is investment-ready. In addition to commercial and industrial investment, we will become a desirable tourist destination showcasing the unique historical, cultural, and natural elements of our community for visitors and residents alike.

Port Colborne and Niagara Region are poised for growth and increased economic and tourist activity given our affordable housing options, available industrial and commercial land, and wide array of cultural and recreational amenities to create memorable tourist experiences and a lifestyle second to none. There are several economic development projects and tourism initiatives underway that will bring investment, jobs, and new residents to our community and support our downtown, our waterfront, and City businesses.

Action Items

- Implementation of City Real Estate Project
- Create Affordable Housing Strategy and Action Plan
- Partner with Hamilton Oshawa Port Authority on an MOU and plan for redevelopment of east side industrial lands
- Comprehensive Review of Community Improvement Plans
- Continued implementation of Economic Development Strategy and Action Plan
- Implementation of Tourism Strategy and Action Plan
- Implementation of Cruise Destination Strategy and Action Plan
- Repurposing and renewal of Niagara South Coast Tourism Association (NSCTA)

3. City-Wide Investment in Infrastructure and Recreational/Cultural Spaces

Our goal is to build new infrastructure, renew existing infrastructure, and upgrade facilities and public spaces for our residents and future growth.

The City of Port Colborne, along with the rest of Niagara Region, is expected to experience considerable population growth over the next 20-25 years. In addition to new residents, the City is also attracting more tourists and increased industrial and marine activity. Building and sustaining a city requires well thought-out growth management plans in a variety of areas, as well as strong capital financing strategies. These plans are all inter-related to ensure the best possible decision-making, now and in the future.

Action Items:

- Infrastructure Needs Study (INS)
- Asset Management Plan (AMP)
- Facility Condition Assessments
- Growth Management Strategy
- Long Term Capital Plans - Budgets
- Downtown CIP Project – Planning/Visioning Phase
- Renew/integrate cultural-related strategic plans (Museum, Library)
- Investigate creation of a Cultural Block to provide residents and visitors with a safe, accessible outdoor destination that is also a platform for programs and events
- Create a renewed vision for the Roselawn Centre in concert with community partners
- Implementation of Parks and Recreation Master Plan

Corporate Pillars

1. Value - Financial Management to Achieve Financial Sustainability

Our goal is to provide strong governance and proactive planning that manages our taxpayer dollars wisely and anticipates the City's future financial needs.

Our constituents seek value. We strive to provide value in all we do. We embrace that “perception of value” is a moving target and sometimes we

need to invest today to improve tomorrow. Incremental and continuous improvement is our norm.

Action Items:

- Development of Financial Policies and Strategies
- Implement a new streamlined budget process
- Rates and Fees Review
- Create business plans for City assets (i.e., Nickel Beach, Sugarloaf Marina)
- Pursue federal-provincial grants, naming rights, and sponsorships, and public private partnerships
- Undertake an expenditure review of City programs focusing on cost containment and maximizing value for taxpayers

2. People: Supporting and Investing in Human Capital

Our goal is to have programs and initiatives that attract and retain talent and create a culture of continuous improvement and performance excellence at the City of Port Colborne. An engaged and empowered workforce generates the kind of positive momentum that brings effective results.

Our City is committed to the health, safety, and well-being of our staff. How we work and where we work are changing. Our workforce is becoming ever more agile as we adapt and become increasingly more responsive.

Action Items

- Develop a performance management model of employee evaluation
- Develop a recognition and rewards program for City staff
- Prepare succession plans
- Complete employee engagement survey and action plan
- Create an in-house professional development program
- Create a Diversity and Inclusion Committee
- Create a City Wellness Committee

3. Governance: Communications, Engagement, and Decision-Making

Our goal is to promote sound-decision-making; fair and equitable representation; a commitment to openness and transparency; active public engagement through corporate communications and outreach; and strong partnerships with key community stakeholders.

These are the qualities of good governance. They create trust and confidence in elected officials, City staff, and public sector organizations, and they are the standard to which we hold ourselves.

Action Items:

- Review of Council governance documents including Procedure By-law, Code of Conduct and Transparency and Accountability Policy
- Review the mandate of Council Committees & Terms of Reference
- Comprehensive review of Council governance system
- Develop Council professional development and training resources
- Implement new agenda management software
- Create new records retention management system
- Develop and implement a corporate-wide rebranding strategy
- Create a new website and social media strategy to support enhanced communications and customer service
- Develop an external and internal communications strategy for increased awareness, information sharing, and public engagement

Implementation Plan

A strategic plan is only as strong as its implementation, and to be sure that progress is being made it is vital to provide regular updates. A pledge to reporting on our action items reflects the City of Port Colborne's ongoing commitment to accountability and transparency. With this in mind, updates on strategic plan progress will be made available through the City's website (www.portcolborne.ca) on a quarterly basis.

Implementation Plan

Goals	Actions	Measurables	Financial/Resource Implications
<i>1. Service and Simplicity - Quality and Innovative Delivery of Customer Services</i>			
Our goal is to make interacting with our city simple through clear communication, efficient and effective processes, and making the best use of appropriate technologies. We will create a seamless “one stop shop” with exemplary customer service throughout the organization to meet the needs of our community.	Complete Customer Relationship Management (CRM) project		
	Implement Service Delivery Review		
	Partner with Niagara municipalities on a Shared Services Review		
	Create a smart city strategy and open data initiatives		
<i>2. Attracting Business Investment and Tourists to Port Colborne</i>			
Our goal is to ensure that Port Colborne is investment-ready. In addition to commercial and industrial investment, we will become a desirable tourist destination showcasing the unique historical, cultural, and natural elements of our community for visitors and residents alike.	Implementation of City Real Estate Project		
	Create Affordable Housing Strategy and Action Plan		
	Partner with Hamilton Oshawa Port Authority on an MOU and plan for redevelopment of east side industrial lands		
	Comprehensive Review of Community Improvement Plans		
	Continued implementation of Economic Development Strategy and Action Plan		
	Implementation of Tourism Strategy and Action Plan		
	Implementation of Cruise Destination Strategy and Action Plan		

Goals	Actions	Measurables	Financial/Resource Implications
	Repurposing and renewal of Niagara South Coast Tourism Association (NSCTA)		
3. City-Wide Investments in Infrastructure & Recreational/Cultural Spaces			
Our goal is to build new infrastructure, renew existing infrastructure, and upgrade facilities and public spaces for our residents and future growth.	Infrastructure Needs Study (INS)		
	Asset Management Plan (AMP)		
	Facility Condition Assessments		
	Growth Management Strategy		
	Long Term Capital Plans - Budgets		
	Downtown CIP Project – Planning/Visioning Phase		
	Renew/integrate cultural-related strategic plans (Museum, Library)		
	Investigate creation of a Cultural Block to provide residents and visitors with a safe, accessible outdoor destination that is also a platform for programmes and events		
	Create a renewed vision for the Roselawn Centre in concert with community partners		
Implementation of Parks and Recreation Master Plan			
4. Value: Financial Management to Achieve Financial Sustainability			
Our goal is to provide strong governance and proactive planning that manages our taxpayer dollars wisely and anticipates the City's future financial needs.	Development of Financial Policies and Strategies		
	Implement a new streamlined budget process		
	Rates and Fees Review		

Goals	Actions	Measurables	Financial/Resource Implications
	Create Business plans for City assets (i.e., Nickel Beach, Marina)		
	Pursue federal-provincial grants, naming rights, and sponsorships, and public private partnerships		
	Undertake an Expenditure Review of City programs focusing on cost containment and maximizing value for taxpayers		
5. People: Supporting and Investing in Human Capital			
Our goal is to have programs and initiatives that attract and retain talent and create a culture of continuous improvement and performance excellence at the City of Port Colborne. An engaged and empowered workforce generates the kind of positive momentum that brings effective results.	Develop a performance management model of employee evaluation		
	Develop a recognition and rewards program for City staff		
	Prepare succession plans		
	Complete employee engagement survey and action plan		
	Create an in-house professional development program for City staff		
	Create a Diversity and Inclusion Committee		
	Create a City Wellness Committee		
6. Governance: Communications, Engagement, and Decision-Making			
Our goal is to promote sound-decision-making; fair and equitable representation; a commitment to openness and transparency; active public engagement through	Review of Council governance documents including Procedure By-law, Code of Conduct and Transparency and Accountability Policy		

Goals	Actions	Measurables	Financial/Resource Implications
corporate communications and outreach; and strong partnerships with key community stakeholders.	Review the mandate of Council Committees & Terms of Reference		
	Comprehensive review of Council governance system		
	Develop Council professional development and training resources		
	Implement new agenda management software		
	Create new records retention management system		
	Develop and implement a corporate wide rebranding strategy		
	Create a new website and social media strategy to support enhanced communications and customer service		
	Develop external and internal communications strategy for increased awareness, info sharing, and public engagement		



Subject: Lockview Park Redevelopment – Public Engagement Plan

To: Council

From: Chief Administrative Office

Report Number: 2021-95

Meeting Date: March 22, 2021

Recommendation:

That Chief Administrative Office Report 2021-95, be received; and

That Council approve the public engagement plan for the renewal of Lockview Park.

Purpose:

The purpose of this report is to propose a public engagement plan for Council consideration to share information and receive resident input regarding the redevelopment of Lockview Park.

Background:

At the February 22, 2021 meeting, Council approved a staff report and a Memorandum of Understanding (MOU) between the City and Port Cares regarding a proposed affordable housing development to be located at Chestnut Park. This staff report also indicated that the public would be engaged on the future design and renewal of nearby Lockview Park.

Many neighbourhood residents have expressed concerns about the future of Chestnut Park as well as their interest in being involved in the renewal of Lockview Park and providing input into how they would like the park to look and what types of amenities and equipment they would like.

Discussion:

Lockview Park is a blank canvas so there is an opportunity for residents to be involved at the ground level in helping to decide best uses for the park along with new amenities. The City's 2020-2030 Parks and Recreation Master Plan will also be used as a strategic framework to guide discussions and assist with decision making.

Given public health directives to prevent the spread of COVID-19, an in-person public open house is not possible. However, there are other options that would provide residents with an opportunity to participate in this process including:

- a virtual open house to share information and receive ideas from the community
- an on-line survey with questions and opportunities for input
- a dedicated page regarding the Lockview Park Redevelopment Plan on the City's website
- a project specific email address for the public to provide comments and ask questions

It is recommended a virtual open house be held in mid-June. This would give staff time to review the feedback, develop a draft "what we heard" report and present this to Council for review, and make a submission to the 2022 Budget deliberations starting some time this fall.

Internal Consultations:

This report and public engagement has been discussed with our Corporate Communications Officer, Supervisor of Parks, Executive Administrative Assistant to Economic Development and Tourism Services, and the CAO.

Financial Implications:

There is no financial impact associated with this recommendation to seek public input. Ideas received from local residents will provide the basis for a park renewal plan that will be costed, reviewed by Council and staff, and submitted to the City's Budget Committee for the 2022 Budget deliberations. The renewal of Lockview Park and the investment in new amenities and equipment will likely be a multi-phased project.

Public Engagement:

City staff have developed a public engagement plan regarding the redevelopment of Lockview Park. This is consistent with the December 14, 2020 and February 22, 2021

staff reports referencing the development of a renewal plan for Lockview Park and seeking public input.

Conclusion:

The City is seeking public input regarding the renewal of Lockview Park given the proposed redevelopment of Chestnut Park for affordable housing. A public engagement plan has been proposed to receive ideas from individuals and families in the neighbourhood. This includes a virtual open house, an on-line survey, a dedicated page on the City's website for this redevelopment project, and an email address for the public to provide comments and ask questions. The City is committed to maintaining and investing in parks and green spaces and having amenities that families are looking for.

Respectfully submitted,

Gary Long
Manager of Strategic Initiatives
905-835-2901 x.502
Gary.Long@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.



Subject: Funding Agreement with Ministry of Transportation

To: Council

From: Corporate Services Department

Report Number: 2021-107

Meeting Date: March 22, 2021

Recommendation:

That Corporate Services Department Report 2021-107 be received; and

That the draft by-law attached as Appendix A of Corporate Services Report 2021-107 be approved.

Purpose:

To obtain approval to enter into a funding agreement with the Ministry of Transportation.

Background:

The Ministry of Transportation has introduced a Safe Restart Program to support transit systems during the COVID-19 pandemic. Specifically, the funding is to support additional costs and/or lost revenue as a result of the COVID-19 pandemic.

Attached as Appendix A is a by-law to approve Phase 2 and potential future phases of funding.

Initially there was a Phase 1 that staff investigated but ultimately identified the City of Port Colborne (the "City") was not eligible for since transit costs in the City initially declined as the system was temporarily shut down.

Discussion:

The agreement attached in Appendix A identifies the maximum available funding in Phase 2 as \$53,017 for the period of October 1, 2020 to March 31, 2021.

Staff anticipate eligible funding for the City will likely be limited to lost revenue due to ridership, if any. Staff identify the cost paid to the City of Welland has not changed as a result of COVID-19.

At the time of writing this report, staff report revenue remained constant at approximately \$5,000 between October 2019 to December 2019 and October 2020 to December 2020.

Financial Implications:

This grant will help ensure the City transit budget remains whole should additional costs be incurred, or revenue loss be experienced. The City's net levy budget is \$165,700.

Conclusion:

That the draft by-law attached as Appendix A to Corporate Services Department Report 2021-107 be approved

Appendices:

- a. Draft By-law

Respectfully submitted,

Bryan Boles, CPA, CA, MBA
Director, Corporate Services / Treasurer
(905) 835-2900 Ext. 105
Bryan.Boles@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with The Ministry of
Transportation Regarding Municipal Transit Funding

Whereas at its meeting of March 22, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department Report No. 2021-107, Subject: Funding Agreement with Ministry of Transportation; and

Whereas Council is desirous of entering into an agreement with the Ministry of Transportation, for the purposes of funding related to the Ministry of Transportation Safe Restart Program; and

Whereas the *Municipal Act*, 2001 S.O. 2001, c.25, as amended, confers broad authority on municipalities to enter into such agreements;

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 enters into an agreement with the Ministry of Transportation, for the purposes of funding related to the Ministry of Transportation Safe Restart Program.
2. That the Mayor, the Clerk and the Treasurer be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement or any other phase of the Ministry of Transportation Safe Restate Program, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this _____ day of _____, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE SAFE RESTART AGREEMENT (SRA) –
PHASE 2 MUNICIPAL TRANSIT FUNDING**

THIS TRANSFER PAYMENT AGREEMENT for the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding (the “Agreement”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

Corporation of the City of Port Colborne

(the “**Recipient**”)

BACKGROUND:

The Government of Canada (“Canada”) announced, on July 16, 2020, \$1 billion in federal funding under the Safe Restart Agreement (SRA) to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures in order to help the province restart the economy, while making Canada more resilient to possible future waves of the COVID-19 pandemic.

Under the SRA, the Province of Ontario has agreed to provide up to \$1 billion to cost-match the federal funding for a total of up to \$2 billion in funding to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures.

The Province has provided SRA funding to the Recipient in September 2020 (Phase 1) and will provide the remainder of the Recipient’s allocated SRA funding in Phase 2.

The funding for Phase 1 was intended to offer the Recipient immediate assistance towards additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

The funding for Phase 2, which will be provided to the Recipient in accordance with the terms and conditions set out in the Agreement, is intended to provide the Recipient with assistance for the Financial Impacts (as defined in section 1.2 (Definitions)) the Recipient has incurred during the Eligibility Period (as defined in section A1.2 (Definitions)).

CONSIDERATION:

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules and Sub-schedule to the Agreement.** The following schedules and sub-schedule form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Contact Information and Authorized Representatives

Schedule "C" - Eligible Expenditures and Ineligible Expenditures

Schedule "D" - Claim and Attestation Submission, Supporting Documentation and Payment Procedures

Sub-schedule "D.1" - Claim and Attestation Form.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

(a) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the inconsistency; or

(b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 **Electronic Execution and Delivery of Agreement.**

(a) The Agreement may:

- (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
 - (ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement.

4.2 **Execution of Amending Agreement.** An amending agreement for changes to the Agreement may be duly executed by the representatives of the Parties listed on the signature page below or in Schedule "B" (Contact Information and Authorized Representatives).

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient with the Financial Impacts of the COVID-19 pandemic on the Recipient's transit system and not to provide goods or services to the Province;
- (b) the Province is not responsible for the Recipient's transit system, including any Financial Impact; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, represented by the Minister of Transportation for the Province of Ontario

Date

Name: Caroline Mulroney
Title: Minister

CORPORATION OF THE CITY OF PORT COLBORNE

Date

Name: William C. Steele
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Bryan Boles
Title: Director, Corporate Services/Treasurer

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Agreement” means this agreement, entered into between the Province and the Recipient, all of the schedules and the sub-schedule listed in section 1.1 (Schedules and Sub-schedule to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Recipient’s transit system, any Financial Impact, or the Agreement.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials in respect of the Agreement.

“Effective Date” means the date of signature by the last signing Party to the Agreement.

“Eligible Expenditures” means the costs of the Financial Impacts that are eligible for funding by the Province under the Agreement, and that are further described in section C2.1 (Scope of Eligible Expenditures).

“Eligibility Period” means the period starting on or after October 1, 2020 and ending on or before March 31, 2021.

“Event of Default” has the meaning ascribed to it in section A12.1 (Events of Default).

“Expiry Date” means March 31, 2022.

“Financial Impacts” means the net revenue losses and additional net operating and capital costs the Recipient has incurred in respect of the Recipient’s municipal transit system as a result of the COVID-19 pandemic.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“Ineligible Expenditures” means the costs that are ineligible for funding by the Province under the Agreement, and that are further described in section C3.1 (Scope of Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Recipient’s transit system, any Financial Impact or with any other part of the Agreement.

“Low-performing Route” means any bus route deemed by a Recipient as not meeting service objectives or where service has been reduced or cancelled for not meeting service objectives.

“Maximum Funds” means \$53,017.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remediating).

“On-demand Microtransit” means small scale, flexible transportation services where rides are ordered on-demand.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Recipient’s transit system, any Financial Impact or with any other part of the Agreement.

“Records Review” means any assessment the Province conducts pursuant to section A7.4 (Records Review).

“Reports” means the reports described in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities.

“SRA Phase 1 Contribution” means the funding for the SRA Phase 1 the Province provided to the Recipient in September 2020 and that is further described in the 4th paragraph of the Background to the Agreement.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to operate its transit system;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Recipient’s transit system, Financial Impacts, and the Funds;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient’s policies and procedures and, to the extent possible under the COVID-19 pandemic unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with the insurance requirements set out in section A10.1 (Recipient’s Insurance); and

- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements, the Recipient's transit system, any Financial Impact and related timelines was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to address any identified risks to the Recipient's ability to claim Eligible Expenditures within the Eligibility Period, all in a timely manner;
- (c) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting and Review); and
- (d) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action, and Termination for Default).

A4.0 FUNDS

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for Eligible Expenditures;
- (b) provide the Funds to the Recipient in accordance with the payment procedures in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1 (Funds Provided):

- (a) in addition to any other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide any Funds to the Recipient unless the Recipient fulfils the special conditions listed in section A27.1 (Special Conditions);
- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of one or more of the following events:
 - (i) of the information the Recipient provides to the Province pursuant to section A7.2 (Preparation and Submission); and
 - (ii) the SRA Phase 1 Contribution funding provided to the Recipient exceeds the additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

A4.3 Use of Funds. The Recipient will do all of the following:

- (a) spend the Funds only on Eligible Expenditures; and
- (b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

A4.4 **SRA Phase 1 Contribution, Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual losses or costs to the Recipient for the Financial Impacts, less any actual losses or costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, SRA Phase 1 Contribution, a rebate, credit or refund.

A4.5 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.6 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A5.0 RECIPIENT'S DISPOSAL OF ASSETS

A5.1 **Disposal.** The Recipient will not, without the Province's prior written consent and prior to the Expiry Date or earlier termination of the Agreement, sell, lease, or otherwise dispose of any asset purchased or created with the Funds.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect of any Eligible Expenditures claimed under the Agreement or the Financial Impacts and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (a) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Eligible Expenditures claimed under the Agreement, the Financial Impacts or the use of the Funds.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (a) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4 (Records Review), A7.5 (Inspection and Removal) and A7.6 (Cooperation), “**Province**” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties; and
- (b) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3 (Record Maintenance); and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;
- (b) assisting the Province in copying records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Agreement-related publications whether written, oral or visual:

- (a) acknowledge the support of the Province for the Funds provided under the Agreement;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.2 Request from the Province in Respect of Communications Activities. The Recipient will, upon Notice from the Province, provide the Province with any information the Province may request in respect of any Communications Activities.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the Financial Impacts or the Agreement.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province; or
- (b) provide, in accordance with section A7.2 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) provide the Recipient with an opportunity to remedy the Event of Default;
- (b) suspend the payment of Funds for such period as the Province determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

- (g) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (h) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i).

A12.5 When Termination Effective. Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A13.0 FUNDS UPON EXPIRY

A13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds and SRA Phase 1 Contribution and related interest remaining in its possession or under its control.

A14.0 DEBT DUE AND PAYMENT

A14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or SRA Phase 1 Contribution, or an amount equal to any Funds or SRA Phase 1 Contribution to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A14.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A14.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B” (Contact Information and Authorized Representatives).

A14.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A15.0 NOTICE

A15.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Contact Information and Authorized Representatives), or as either Party later designates to the other by Notice.

A15.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A15.3 Postal Disruption. Despite paragraph A15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or courier.

A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A16.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A17.0 SEVERABILITY OF PROVISIONS

A17.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A18.0 WAIVER

A18.1 Waiver Request. Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A18.2 **Waiver Applies.** If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A19.0 INDEPENDENT PARTIES

A19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A21.0 GOVERNING LAW

A21.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A22.0 FURTHER ASSURANCES

A22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A23.0 JOINT AND SEVERAL LIABILITY

A23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A24.0 RIGHTS AND REMEDIES CUMULATIVE

A24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A26.0 SURVIVAL

A26.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), paragraph 3.2(b), Articles 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (SRA Phase 1 Contribution, Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i), Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

A27.0 SPECIAL CONDITIONS

A27.1 Special Conditions. The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the execution of the Agreement by the Recipient;
 - (ii) the necessary information, including a void cheque or a blank letter, to facilitate an electronic transfer to an interest-bearing account in the name of the Recipient at a Canadian financial institution; and
 - (iii) the reporting form required for Phase 1 with the details on the use of the SRA Phase 1 Contribution and a forecast of Eligible Expenditures for the Eligibility Period; and
- (b) the Recipient, together with its claim for payment and to promote ridership growth and transit sustainability objectives, providing the Province with an attestation that the Recipient:

- (i) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
- (ii) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes or cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
- (iii) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
- (iv) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
- (v) has requested in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A27.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A12.4 (Recipient Not Remediating).

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE “B”
CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES**

<p>Contact information for the purposes of Notice to the Province</p>	<p>Address: Strategic Investments Office Ministry of Transportation 777 Bay, 30th Floor Toronto, ON M7A 2J8</p> <p>Attention: Kevin Dowling, Manager, Strategic Investments Office</p> <p>Phone: (416) 859-7912 Email: kevin.dowling@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Address: 66 Charlotte Street Port Colborne, ON L3K 3C8</p> <p>Attention: Bryan Boles, Director, Corporate Services/Treasurer</p> <p>Phone: (905) 835-2900 x105 Email: bryan.boles@portcolborne.ca</p>
<p>Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement</p>	<p>Address: 66 Charlotte Street Port Colborne, ON L3K 3C8</p> <p>Attention: Bryan Boles, Director, Corporate Services/Treasurer</p> <p>Phone: (905) 835-2900 x105 Email: bryan.boles@portcolborne.ca</p>
<p>Authorized representative of the Province for the purpose of section 4.2 (Execution of Amending Agreements)</p>	<p>Position: Director, Municipal Programs Branch, Ministry of Transportation</p>
<p>Authorized representative of the Recipient for the purpose of section 4.2 (Execution of Amending Agreements)</p>	<p>Position: Director, Corporate Services/Treasurer</p>

**SCHEDULE “C”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

C1.0 Definitions. In this Schedule “C” (Eligible Expenditures and Ineligible Expenditures), the following terms will have the following meanings:

“**MTEC**” means the Municipal Transit Enhanced Cleaning (MTEC) funding provided to Ontario municipalities for costs incurred related to the enhanced cleaning of transit vehicles and any other public and non-public facing transit assets resulting from the COVID-19 pandemic.

“**Operating Budget**” means the Recipient’s 2020 operating budget which has been prepared and adopted by the Recipient as required by section 290(1) of the *Municipal Act, 2001*.

C2.0 ELIGIBLE EXPENDITURES

C2.1 Scope of Eligible Expenditures. Eligible Expenditures include, at the Province’s sole discretion, the following Financial Impacts incurred during the Eligibility Period:

Revenue Losses

- (a) The following revenue losses measured against the Operating Budget (i.e., (revenue amount in the Operating Budget minus the actual revenue amount during the Eligibility Period) minus the non-COVID-19 pandemic revenue amount = the eligible revenue loss amount), that, in the opinion of the Province, the Recipient properly and reasonably incurred as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
- (i) farebox revenue losses;
 - (ii) advertising revenue losses;
 - (iii) parking revenue losses;
 - (iv) contract revenue losses; and
 - (v) any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Operating Costs

- (b) The following operating costs measured against the Operating Budget (i.e., (operating costs amount in the Operating Budget minus the actual operating costs amount during the Eligibility Period) minus the non-COVID-19 pandemic operating costs amount = the eligible operating costs amount) that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
- (i) costs associated with vehicle cleaning, except for those for which MTEC funds have been provided or claimed;
 - (ii) costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);
 - (iii) costs associated with vehicle maintenance;
 - (iv) costs associated with transit facilities;
 - (v) costs resulting from existing contracts with expanded scope/new contracts;
 - (vi) employee related costs (i.e., salaries, wages, benefits);
 - (vii) costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
 - (viii) costs for signage and other means of communications related to the COVID-19 pandemic (e.g., social distance guidance); and
 - (ix) any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Capital Costs

- (c) The following capital costs that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic, will be considered Eligible Expenditures:
- (i) costs associated with installing driver protection barriers and other protection measures for transit drivers;
 - (ii) costs associated with providing passenger protection equipment and other passenger safety measures; and

- (iii) any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

C3.0 INELIGIBLE EXPENDITURES

C3.1 Scope of Ineligible Expenditures. Unless a cost or a loss is considered an Eligible Expenditure pursuant to section C2.1 (Scope of Eligible Expenditures), such cost or loss will be considered an Ineligible Expenditure. Without limitation, the following costs and loss will be considered Ineligible Expenditures:

- (a) costs incurred outside of the Eligibility Period;
- (b) costs not paid prior to having been submitted to the Province for payment;
- (c) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in paragraph (b)(vi) of section C2.1 (Scope of Eligible Expenditures);
- (d) legal, audit, or interest fees;
- (e) costs for which MTEC funds have been provided or claimed;
- (f) any operating or capital cost that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred or paid, or both, during the Eligibility Period and as a result of the COVID-19 pandemic (i.e., excess purchases or stockpiling);
- (g) any loss that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred during the Eligibility Period and as a result of the COVID-19 pandemic;
- (h) refundable Harmonized Sales Tax or other refundable expenses; and
- (i) any other cost which is not specifically listed as an Eligible Expenditure under section C2.1 (Scope of Eligible Expenditure) and which, in the opinion of the Province, is considered ineligible.

**SCHEDULE “D”
CLAIM AND ATTESTATION SUBMISSION,
SUPPORTING DOCUMENTATION AND PAYMENT PROCEDURES**

D1.0 CLAIM AND ATTESTATION

D1.1 Claim and Attestation from the Recipient’s Senior Financial Official. The Recipient will use the form in Sub-schedule “D.1” (Claim and Attestation Form) for the submission of its claim for payment.

D2.0 SUPPORTING DOCUMENTATION

D2.1 Report on Expenditures and Additional Report and Information. The Recipient will, together with the claim form described in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official), submit the following supporting documentation with its claim for payment:

- (a) a report on expenditures using the form in Appendix A (Form of Report on Expenditures) to Sub-schedule “D.1” (Claim and Attestation Form); and
- (b) any additional reports or information, or both, the Province may request at its sole discretion and in a form provided by the Province.

D3.0 PAYMENT PROCEDURES

D3.1 Submission of Claim for Payment and Required Documentation. The Recipient will submit its claim for payment, together with the supporting documentation set out in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official) and section D2.1 (Report on Expenditures and Additional Report and Information) on or before May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule “B” (Contact Information and Authorized Representatives).

D3.2 Claim Payments. Subject to the terms and conditions set out in the Agreement and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D3.1 (Submission of Claim for Payment and Required Documentation) in a timely manner.

D3.3 No Interest. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D3.2 (Claim Payments).

D3.4 **No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, if the claim is missing any of the required supporting documentation or is submitted after May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule “B” (Contact Information and Authorized Representatives), or both.

**SUB-SCHEDULE “D.1”
CLAIM AND ATTESTATION FORM**

TO: Ministry of Transportation
Transportation Programs Office

Attention: Manager, Transportation Programs Office

Email: MTO-COVID_Transit_Funding@ontario.ca

FROM: **[Insert name of Recipient]**

Attention: **[insert name and title of Recipient senior official]**

Telephone No.: **[insert telephone number of Recipient senior official]**

RE: Safe Restart Agreement – Phase 2 Municipal Transit Funding

In the matter of the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[insert the name and title of the Recipient’s senior official]**, an authorized representative of the Recipient, having made such inquiries as I have deemed necessary for this attestation, hereby certify that to the best of my knowledge, information and belief.

On the date set out below:

- 1) all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct.
- 2) the Recipient is in compliance with all the terms and conditions of the Agreement.;
- 3) the information in respect of the Eligible Expenditures that is contained in the attached Appendix A (Report on Expenditures) is true and correct.
- 4) the Eligible Expenditures claimed in the attached Appendix A (Report on Expenditures) have:
 - (a) in respect of the losses, been incurred during the Eligibility Period;

- (b) in respect of the operating and capital costs, been incurred during the Eligibility Period;
 - (c) have only been expended on Financial Impacts as defined in section A1.2 (Definitions) of the Agreement;
 - (d) have not been and will not be funded or reimbursed through any other funding program; and
 - (e) have not replaced the budgeted subsidy that the Recipient provides to transit operations.
- 5) the Recipient has not received and will not receive SRA Phase 1 Contribution, a rebate, credit or refund for any Eligible Expenditures claimed or, if it did, those were deducted from the Eligible Expenditures claimed.
- 6) the Recipient is in compliance with all of the reporting requirements of the Agreement.
- 7) the Recipient:
- (a) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
 - (b) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
 - (c) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
 - (d) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
 - (e) has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

By signing below, I hereby claim payment in the amount of \$ _____, on behalf of the Recipient, on account of the Province's contribution towards the Eligible Expenditures of the Agreement.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Title:

I have authority to bind the Recipient.

**APPENDIX A
FORM OF REPORT ON EXPENDITURES
TO
SUB-SCHEDULE "D.1" (CLAIM AND ATTESTATION FORM)**

Safe Restart Agreement (SRA) Phase 2 Municipal Transit Funding Expenditure Report for the Eligibility Period	
Date:	
Recipient's Name:	
Total Funds Allocated:	
Total Funds Claimed:	
Remaining Allocation:	

<i>See Schedule "C" (Eligible Expenditures & Ineligible Expenditures, including Articles C2.0 (Eligible Expenditures) & C 3.0 (Ineligible Expenditures) for details on Eligible Expenditures & Ineligible Expenditures</i>		October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	[Note: If the Eligibility Period is extended pursuant to section 1.2 (Definitions) of the Agreement, add a new column for each additional month]	Total
Revenue Losses	Farebox								
	Advertising								
	Parking								
	Contracts (e.g., school)								
	Other Revenue ¹								
Operating Costs	Vehicle Cleaning ²								
	Changes in Fuel Consumption								
	Vehicle Maintenance								
	Transit Facilities								
	Existing Contracts with Expanding Scope/New Contracts								
	Employee								
	Employee PPE								

	Communications								
	Other Operating Costs ³								
Capital Costs	Driver Protection								
	Passenger Protection								
	Other Capital Costs ⁴								
Net Monthly Impact - Pressure/(Savings):									
Cumulative Impact - Pressure/(Savings):									

¹Other revenue impacts beyond those listed above

²Cleaning costs beyond costs reimbursed through Municipal Transit Enhancement Cleaning funding

³Additional COVID related operating costs beyond those listed above

⁴See workbook tab and/or comments for details

The Recipient attests to the following conditions from the drop-down menu, as outlined in Schedule A (General Terms and Conditions), paragraph 27.1(b) of the Transfer Payment Agreement,

Condition	Select
Has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items.	
Has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve low-performing, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews.	

<p>Has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient.</p>		
<p>Has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience.</p>		
<p>Has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.</p>		

Results Achieved with Provincial Funding:

Additional Comments:

Conclusion:

Recommended for payment:

Date:

Recommended for payment:

Date:

[insert/print the name and title of the Recipient's authorized representative]

[insert/print the name of the Director]
Director, Ministry of Transportation



Subject: Application for bulk water haulage agreement – Forks Creek Trucking Inc.

To: Council

From: Public Works Department

Report Number: 2021-89

Meeting Date: March 22, 2021

Recommendation:

That the Council of the City of Port Colborne authorize entering into a Bulk Water Sales Agreement with Forks Creek Trucking Incorporated;

That Council approve delegating the combined authority to process and approve future bulk water agreements to the Director of Public Works and the Director of Corporate Services; and

That the Mayor and City Clerk be authorized to sign the agreement.

Purpose:

Applications for the use of the City’s bulk water stations must currently be approved by City Council and the applicants must enter into a standard agreement, which provides for insurance coverage and billing requirements. Staff are recommending that future agreements that meet all requirements be jointly approved by the Director of Public Works and Director of Corporate Services.

Background:

Historically, Council approval has been required to enter into an agreement with a bulk water hauler to access the bulk water stations. The standard agreement for bulk water haulers ensures that the City has liability insurance coverage for the hauler’s operations and provides a means for monthly billing of the haulers. Bulk water sales are a source of revenue for the City in sustaining the water distribution system. They are also a viable business operation and a lifeline for rural residents in need of potable water.

Discussion:

Attached is a letter of application to the City from Forks Creek Trucking Incorporated for access to the City's bulk water filling stations. The applicant has been provided with a copy of the standard agreement and the current bulk water rates. They have provided a copy of their current insurance certificate and will be required to show the City of Port Colborne as an additional insured party on signing of the agreement.

The current requirement for Council to approve all applications to use the bulk water stations impedes the ability for new bulk water haulers to quickly access the stations, and may unintentionally limit the bulk water haulers that rural residents can choose to purchase their potable water from. To help streamline the process to access the bulk water stations, staff are recommending that future agreements that meet all requirements be jointly approved by the Director of Corporate Services and the Director of Public Works.

Conclusion:

Authorizing the Directors to process and approve future bulk water agreements will expedite the process to access the bulk water stations and may provide rural customers with a greater variety of businesses to choose from.

Appendices:

- a. Forks Creek Trucking Incorporated letter of application
- b. Standard bulk water agreement
- c. Schedule A water rates

Respectfully submitted,

Janice Peyton
Executive Administrative Assistant to the Director of Public Works
905-835-2900 ext. 219
janice.peyton@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.

Report 2021-89
Appendix A
Forks Creek Trucking Letter of Application



February 12, 2021

Director of Public Works
City of Port Colborne
66 Charlotte Street
Port Colborne, Ontario
L3K 3C8

Please accept this letter as application to apply to have an account as a bulk water hauler for Port Colborne.

Attached please find a copy of my insurance certificate as well a signed copy of the Standard Bulk Water Agreement.

Thank you in advance for taking the time to review my application.

Regards,

A handwritten signature in black ink, appearing to read "Matthew Devries", is written over a horizontal line.

Matthew Devries
Owner
Forks Creek Trucking

THIS AGREEMENT made this _____ day of _____ 2021.

B E T W E E N:

THE CORPORATION OF THE CITY OF PORT COLBORNE

Hereinafter called "THE CITY"
of the First Part

-AND-

OWNER:

of the City of Port Colborne, in the Regional Municipality of
Niagara, carrying on business under the firm name and style of:

COMPANY NAME:

Hereinafter called "THE OPERATOR"
of the Second Part

WHEREAS the City operates the water supply system for the Corporation of the City of
Port Colborne;

AND WHEREAS the City is agreeable to supplying water to the Operator on the following
conditions;

THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and
agreements herein and subject to the terms and conditions set out in this agreement, the
parties hereto agree and covenant as follows:

WATER RATES

1. The City agrees to sell bulk water and the Operator agrees to purchase bulk water
and pay any applicable fees at the rate established from time to time, for all bulk
water consumers within the City. The current rates are set out in Schedule "A"
attached hereto. These rates are subject to change at the sole discretion of the

City and the Schedule "A" shall be amended as required.

STATEMENT OF ACCOUNTS

2. All accounts submitted hereunder are due and payable when rendered. Billing period shall be as established by the City.

DISCONTINUANCE OF SERVICE IN DEFAULT OF PAYMENT

3. It is understood and agreed that the City shall have the right to discontinue water supply if payment in full of any water invoices are not made by the Operator within two weeks from the date of invoice and there shall be no liability on the part of the City for so doing.

INDEMNIFICATION

4. The Operator shall indemnify and save harmless the City from and against any and all claims, actions, losses, expenses, costs, damages or demands whether for injuries to persons, or loss of life or damage to property arising out of the acts or omissions of the Operator in the operation of the bulk water hauling service.

INSURANCE

5. At the time of signing of this agreement, the Operator agrees to furnish to the City a certified copy of a third party liability and property damage insurance in the amount of Two Million Dollars (\$2,000,000.00) showing the City as an additional insured and in a form satisfactory to the City. On or before the 1st day of January in each year the Operator agrees to provide written confirmation of renewal of the subject policies from the insurer for a further term of twelve months.

NON-ASSIGNMENT

6. No rights of the Operator given under this agreement shall be assigned without the written consent of the Engineer or the City of Port Colborne, or his duly authorized representative. Any attempts to assign any of the rights, duties or obligations of

this agreement without written consent are void.

TERMINATION

7. Save as is referred to in Clause 3 hereof, either party to this agreement at any time has the right to terminate this agreement, thirty days after giving written notice to the other party.

DISCLAIMER

8. The parties hereto acknowledge and agree that no term of this agreement shall be deemed to imply a guarantee of a supply of water by the City to the Operator or the general public at any given time and the City shall not be held liable or responsible in any manner should water supply be unavailable for any reason whatsoever.

TERM

9. This agreement and any amendments thereto shall continue until terminated in accordance with clause 3 or 6 hereof.

AMENDMENTS

10. If at any time during the continuance of this agreement the parties shall deem it necessary or expedient to make any alterations or additions to this agreement they may do so by means of a written agreement between them which shall be supplemental and form part of this agreement.

NOTICES

11. Any notice under this agreement shall be sufficiently given by personal delivery or by registered mail, postage prepaid and mailed in a Canadian Post Office, addressed in the case of the City to:

The Corporation of the City of Port Colborne
66 Charlotte Street

Port Colborne, Ontario. L3K 3C8

and in the case of notice to the Operator to:

or to any other address as may be designated in writing by the parties and the date of receipt of any notice by mailing shall be deemed conclusively to be 5 days after the mailing.

ENTIRETY

12. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressed in it.

HEADINGS

13. Descriptive headings are inserted solely for a convenience of reference, do not form part of this agreement and are not to be used as an aid in the interpretation of the agreement.

INVALIDITY OF PARTICULAR PROVISION

14. The invalidity of any particular provision of this agreement shall not affect any other provision of it, but the agreement shall be construed as if the invalid provision had been omitted.

ACKNOWLEDGEMENT OF RECEIPT OF COPY

15. The Operator acknowledges receipt of a true copy of this agreement.

PRIOR AGREEMENTS

16. This agreement shall replace any previous agreement between the parties prior to

this date.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hand and seal and Corporate seal duly attested to by the proper officers in that behalf.

SIGNED, SEALED AND DELIVERED	)	THE CORPORATION OF THE CITY OF
In the Presence of	)	PORT COLBORNE
)	
	)	PER: _____
	)	Mayor
)	
)	
	)	PER: _____
	)	Clerk
)	
	)	THE OPERATOR
)	
)	
	)	PER: _____
	)	Owner
)	
)	
	)	PER: _____
	)	Owner

Report 2021-89 Appendix C Schedule A Water Rates

Schedule "A" to By-law No. 6772/22/20 and By-law No. 3151/22/95, As Amended

Water Rates

1. Metered Consumption Rates

Residential, Institutional/Commercial/Industrial (ICI) consumption is subject to a metered rate of \$1.365/cubic meter per billing period. No minimum charge per billing period.

2. Bulk Water Sales Rates

The metered rate for bulk water sales is \$1.365/cubic meter per billing period.

The service charge is based on a 75 mm (3") meter regardless of the actual meter used and is \$4,345.11 per annum or \$362.09 per month.

3. Fixed Rate (Service Charge)

All users are subject to a fixed rate based on meter size. The residential service charge is \$395.01 per annum or \$32.92 per month for a 15mm (5/8") and 19 mm (3/4") meter. The ICI fixed rate is \$395.01 per annum or \$32.92 per month for a 15 mm (5/8") and 19 mm (3/4") meter.

For other size meters, the fixed rate will be based on the following meter factors:

<u>Meter Size</u>	<u>Service Charge Meter Factor</u>
25 mm (1")	1.4
38 mm (1 1/2")	1.8
50 mm (2")	2.9
75 mm (3")	11.0
100 mm (4")	14.0
150 mm (6")	21.0
200 mm (8")	29.0
250 mm (10")	40.0

All vacant land directly abutting the water/sewer distribution system will be charged the annual fixed rate as per the rate set out in the Sewer Rate By-law, as amended.

4. Flat Rate (Residential)

Rate of \$413.00 per billing period (average user) where an accurate meter reading cannot be recorded for the following:

- where service connection has been turned on at the property line but where no meter has been installed (water meter refusal);
- refusing to provide a meter reading and/or providing access to read a water meter or reading device;
- refusing to remove any obstructions to reading a meter or reading device;
- refusing to provide for meter or reading device repairs for accurate meter readings;

- the tampering with or alteration of the water meter or reading device and meter readings cannot be obtained.

Flat Rate (Commercial)

Rate to be calculated based on the following, where an accurate meter reading cannot be recorded for the same reasons as above for Residential:

2x the current fixed rate per Section 3, PLUS 2x the monthly average of the previous 12 months' consumption history (monthly billings)

OR

2x the current fixed rate per Section 3, PLUS 2x the quarterly average of the previous 3 years of the same billing cycle consumption history (quarterly billings)

5. Water for Construction Rates

Flat Rate:

Residential	\$209.00
Commercial	\$351.00
Industrial	\$351.00
Institutional	\$351.00

Upon final inspection, rates to be charged at the current consumption rates.

6. Administration Charge

- issuing of water shut off tags shall be charged to the property owner at a fee of \$45.00;
- water account inquiries will be provided at a fee of \$7.00;
- Reading of analog meter due to refusal to upgrade to RF meters will be provided at a fee of \$45.00 per scheduled reading dates;
- Customer request to change out from an RF meter to an analog meter will be at the customer's expense to cover the actual cost of the new analog meter plus removal and installation costs.

7. Late Payment Fee

A two and one half (2 ½%) percent late payment fee is charged on the first day of default to all users. This is a one-time charge on the amount billed and outstanding past the due date. Water payments must be received at the Municipal Office City Hall on or before the due date.

Late payment penalty fees shall not be charged during the months of March and April of 2020.

8. On and Off Charges

A single charge for turn off/on will be levied if performed on the same calendar day during regular hours.

A single charge at the after-hours/weekend rate will be levied if the turn off/on is performed within a 4 hour (maximum) period.

9. **Meter Testing**

All meter testing will require a minimum deposit of \$50.00 and will be billed at actual cost. The minimum deposit will be applied to the bill. If the meter is found to be inaccurate, creating an over billing, the deposit will be refunded.

10. **New Water Meter and Remote Reader**

5/8" X 3/4" meter complete	actual cost
3/4" meter complete	actual cost
1" meter complete	actual cost
1 1/2" meter complete	actual cost
2" meter complete and larger	actual cost

11. **Permits**

A fee for new water service installation will be charged based on the current annual Public Works Services Schedule of Rates and Fees, to be collected on the building permit.

12. **Billing Cycle**

All users with meters greater than 50 mm (2") to be billed monthly. This includes bulk water and large users. All other users to be billed quarterly, meters being read and billed between three defined areas designated by the Corporation.



Subject: Port Colborne Distribution System 2020 Annual Summary Report

To: Council

From: Public Works Department

Report Number: 2021-70

Meeting Date: March 22, 2021

Recommendation:

That Public Works Department Report 2021-70, prepared in accordance with O.Reg. 170/03, be received for information.

Purpose:

This report has been prepared in accordance with Schedule 22 “Summary Reports for Municipalities”, of O.Reg. 170/03, under the *Safe Drinking Water Act, 2002* (SDWA).

Background:

The *Safe Drinking Water Act, 2002* and associated O.Reg. 170/03 (Drinking Water Systems), dictate the City’s legislated reporting requirements with respect to the Port Colborne Distribution System (PCDS). Section 11 of O.Reg. 170/03 details the information to be included in the annual report, as well as the deadline (February 28) for preparing the report. Additionally, this section details that the public must be notified that the report is ready and available, that the report must be made available free of charge and how the report must be made available. The reports are posted to the City’s website, with copies available at the Engineering and Operations Centre located at 1 Killaly Street West. Notification of report completion is posted to the City’s website and advertised in City Hall News.

The contents of this report to Council are, as indicated above, dictated by Schedule 22 of O.Reg. 170/03. The regulation states:

22-2(2) The report must,

- (a) List the requirements of the Act, the regulations, the system's approval, drinking water works permit, municipal drinking water licence, and any orders applicable to the system that were not met at any time during the period covered by the report; and
- (b) for each requirement referred to in clause (a) that was not met, specify the duration of the failure and the measures that were taken to correct the failure

22-2(3) The report must also include the following information for the purpose of enabling the owner of the system to assess the capability of the system to meet existing and planned uses of the system:

1. A summary of the quantities and flow rates of the water supplied during the period covered by the report, including monthly average and maximum daily flows
2. A comparison of the summary referred to in paragraph 1 to the rated capacity and flow rates approved in the system's approval, drinking water works permit or municipal drinking water license, or if the system is receiving all of its water from another system under an agreement pursuant to subsection 5(4), to the flow rates specified in the written agreement.

A list of the Acts and Regulations that apply to the Port Colborne Distribution System have been provided in Appendix A. The regulated report requirements are discussed in section 3 below.

On December 31, 2012, Section 19 of the *Safe Drinking Water Act, 2002*, also known as the Statutory Standard of Care clause, came into force. In part, Section 19(1) requires "every person who oversees the accredited operating authority and every person who exercises decision making authority over the system" to:

- (a) exercise the level of care, diligence and skill... that a reasonably prudent person would be expected to exercise in a similar situation; and
- (b) act honestly, competently and with integrity, with a view to ensuring the protection and safety of the users of the municipal drinking water system

It is important to note that "Failure to comply with section 19 of the SDWA is an offence and could result in the prosecution of an individual, corporation, or both." This report not only meets the regulated reporting requirements, but also ensures Council is informed and helps meet Standard of Care responsibilities.

Discussion:

The Annual Drinking Water Quality Report was prepared on February 19, 2021, meeting the February 28th deadline. A copy of the Report is provided in Appendix B. The Report

has been posted to the City website and notification of the report's availability was published in the March 2021 edition of City Hall News.

Results from 2020 sampling, testing and monitoring activities, as detailed in the Annual Drinking Water Quality Report (*Appendix B*), indicate that there were two (2) reportable adverse water quality incidents (AWQIs) in 2020.

One of the AWQIs was due to a low free chlorine level (<0.05 mg/L) in the distribution system. For this instance, nearby hydrants were immediately flushed to restore the free chlorine levels to at least 0.20 mg/L, and this area was monitored more frequently and flushed as required to maintain adequate free chlorine levels.

The second AWQI was in reference to microbiological adverse samples. Total Coliforms were detected in one sample. Follow up samples indicated that the water was microbiologically safe.

In both instances, the AWQIs were reported as required to the Ministry of Environment, Conservation and Parks (MECP) and to Public Health, and corrective actions were completed to the satisfaction of all parties.

Although there were reportable AWQIs in 2020, at no time was the safety of the drinking water in Port Colborne compromised, nor were any orders issued by MECP against the system.

The City does not measure the quantities and flow rates of water within the distribution system. This information is provided to the City in the Port Colborne Water Treatment Plant Annual Summary Report prepared by the Region's Water and Wastewater Services Division. According to the Region's Summary Report, provided in Appendix C, the WTP is operating, on average, at 19% of capacity, and has sufficient capacity to meet the City's long-term growth demands.

The water distribution system meets present needs but will require upgrades and extensions to satisfy growth demands as they are identified. Council previously received the results of the Water Infrastructure Need Study in Engineering and Operations Report #2014-31, which recommended future capital improvement projects. These recommendations, together with the outcomes from the annual Infrastructure Review form the basis for future watermain builds and replacements.

Conclusion:

Under Schedule 22 of O.Reg. 170/03, it is a requirement that Council be presented with the Annual Summary Report, summarizing the water quality results from the previous calendar year by March 31. Therefore, submission of this report will ensure the City has met this requirement.

Appendices:

- a. Port Colborne Distribution System Applicable Acts and Regulations
- b. 2020 Port Colborne Distribution System Annual Drinking Water Quality Report
- c. 2020 Port Colborne Water Treatment Plant Annual Summary Report

Respectfully submitted,

Darlene Suddard
Environmental Compliance Supervisor
905-835-2901 x256
Darlene.Suddard@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.

**APPENDIX A
TO PUBLIC WORKS REPORT
2021-70**

**Port Colborne Distribution System
Applicable Acts and Regulations**

Safe Drinking Water Act, 2002

- O.Reg. 128/04: Certification of Drinking Water System Operators and Water Quality Analysts
- O.Reg. 169/03: Ontario Drinking Water Quality Standards
- O.Reg. 170/03: Drinking Water Systems
- O.Reg. 171/03: Definitions of Words and Expressions Used in the Act
- O.Reg. 172/03: Definitions of “Deficiency” and “Municipal Drinking Water System”
- O.Reg. 188/07: Licensing of Municipal Drinking Water Systems
- O.Reg. 248/03: Drinking Water Testing Services
- O.Reg. 252/05: Compliance and Enforcement
- O.Reg. 453/07: Financial Plans

Port Colborne Distribution System Annual Drinking Water Quality Report

Prepared on February 19, 2021
In Accordance with O.Reg. 170/03
January 1, 2020 to December 31, 2020

Prepared by:



Rocco Arillotta
Water/Wastewater Operator

Reviewed by:



Darlene Suddard
Environmental Compliance Supervisor

Reviewed by:



Bill Eberly
Acting Utilities Supervisor

Approved by:



Richard Daniel Acting Overall Responsible
Operator

Approved by:



Chris Kalimootoo Director of Public Works

Drinking Water System number: 260001643
Drinking Water System category: Large Municipal Residential
Owned and operated by: The Corporation of the City of Port Colborne

Port Colborne Distribution System Annual Drinking Water Quality Report

Introduction

The City of Port Colborne is required, under O.Reg.170/03 - *Drinking Water Systems*, to prepare an annual report detailing the operation of the Port Colborne Distribution System. The regulation specifies in Section 11 what the report must contain, and sets a February 28 deadline for having the report prepared and made available to the public.

Therefore, to ensure compliance with the regulation, this report is prepared in accordance with Section 11, and is available to the public on the City's website at www.portcolborne.ca.

Water Supply and Distribution

The Corporation of the City of Port Colborne (City) is the Owner and Operating Authority of the Port Colborne Distribution System (PCDS), which serves approximately 16,000 residents. The PCDS is a stand-alone, Class 1, distribution system, with no downstream connections, and obtains water from the Regional Municipality of Niagara's (RMON) Port Colborne Drinking Water System (water treatment plant - WTP). Treated water is purchased from RMON on a volume basis and distributed through the City owned distribution system via Region owned trunk mains. The WTP draws water from the Welland Canal, treats it at the WTP, and RMON is responsible for sampling, testing and monitoring water at and leaving the WTP.

The City of Port Colborne does not perform any secondary disinfection, as the WTP sufficiently chlorinates the water to meet the minimum requirement of >0.05 mg/L free chlorine residual. The only water treatment chemical used by the City is 12% sodium hypochlorite, and this is used solely when making repairs to or performing maintenance on the distribution system to perform the required disinfection to protect the drinking water. The distribution system has an average pressure of 58 psi, with pressure maintained by the Barrick Road Water Tower together with the Fielden Avenue Reservoir, which are owned, operated and maintained by RMON.

The Regional Municipality of Niagara prepares an annual report for the Port Colborne Drinking Water System, providing information on the treatment methodology, the type of chemicals used, water quality reports and any significant maintenance, repair or upgrades to the WTP. RMON is also required to make their reports available on the internet.

Contact information is provided under the section entitled “Where to Obtain Additional Information”.

Water Quality Monitoring

The City of Port Colborne is required to supply safe drinking water that meets the requirements of the Safe Drinking Water Act and associated regulations. To ensure the City meet these requirements, the City has assigned the following individuals as responsible persons for the distribution system:

Table 1: Port Colborne Distribution System Responsible Persons

Position	Name	Phone number
Director of Public Works	Chris Kalimootoo	905-835-2901 ext. 223
Acting Overall Responsible Operator	Richard Daniel	905-835-2900
Acting Utilities Supervisor	Bill Eberly	905-835-2901 ext. 262
Environmental Compliance Supervisor	Darlene Suddard	905-835-2901 ext. 256

The City has identified the Public Works Department as the Operating Authority for the Port Colborne Distribution System (PCDS). The Water Department operates under the Public Works Department, and is specifically responsible for the daily operation of the distribution system. As such, the Water Department is responsible for assigning Certified Water Operators to conduct both the routine, weekly water quality sampling and testing and to conduct non-routine sampling (i.e., during and after watermain breaks). These activities ensure the water quality meets the Ontario Drinking Water Quality Standards (O.Reg. 169/03) at all times and under all conditions. The Water Department also ensures that the Operational Checks, Sampling and Testing requirements specified in the Drinking Water Systems Regulation (O.Reg. 170/03) are conducted and recorded. If it is determined that the water quality or an operational parameter does not meet the regulated requirements or exceeds the regulated limits, Certified Operators immediately implement corrective action to ensure the continued supply of safe drinking water. The operational checks, sampling and testing requirements, which the City must conduct, are outlined in Table 4.

The Region operates the Port Colborne Water Treatment Plant, the Fielden Avenue Reservoir and Barrick Road Water Tower, and as such, is required to conduct operational checks, sampling, and testing activities. Details regarding the Region’s requirements are summarized in their Annual Report; information on how to obtain a copy of their report is provided under the section entitled “Where to Obtain Additional Information”.

Water Quality Test Results

As per the sampling and testing requirements detailed in Table 4, the City conducted the following sampling in the period of January 1, 2020 to December 31, 2020:

Microbiological Analysis

In accordance with the requirements of Schedule 10, section 10-2 (1) of O.Reg.170/03, samples are collected and submitted for analysis on a weekly basis. Additionally, samples are collected and submitted for analysis after watermain breaks, during hydrant flushing activities and in response to some water quality complaints etc.

In 2020, a total of 425 samples were collected and analyzed for the presence of *E.coli* and Total Coliforms. (420 routine samples, 5 non-routine samples) Laboratory results indicated that Total Coliforms were detected on one (1) occasion (*Table 5*). Details about the adverse results are discussed below.

To monitor the potential deterioration of the water quality, 420 samples were collected and analyzed for Heterotrophic Plate Count (HPC). Laboratory results indicated that in 2020, HPC was detected at very low levels, between 0-51 colonies/mL. (*Table 5*).

Operational Parameters

The City monitors the operational parameter, free chlorine on a twice weekly basis, and on an as-required basis in response to watermain breaks, hydrant flushing, and complaints etc. Turbidity is measured weekly, and on an as-required basis. In 2020, this resulted in the collection and analysis of 1,767 chlorine samples (856 routine and 911 non-routine) and 497 turbidity samples (69 routine and 428 non-routine). There was one (1) adverse free chlorine sample in 2020, with overall free chlorine levels ranging between 0.04 to 1.72 mg/L (*Table 5*). Details about the adverse results are discussed below.

Turbidity levels ranged from 0.07 to 3.71 NTU (*Table 5*).

Lead Testing (Schedule 15.1) Results

The City is no longer required to collect samples from plumbing systems and is only required to collect samples from the distribution system. Under O.Reg. 170/03 distribution system samples are required to be collected twice annually, with one set collected during the winter sampling cycle (December 15 to April 15) and another set during the summer sampling cycle (June 15 to October 15). The collected samples are tested for alkalinity and pH in year one and two, with lead

sampled in year three. 2020 was year two; therefore, samples were collected from four (4) locations in the distribution system and analyzed for alkalinity and pH. In total, eight (8) samples were collected. Alkalinity values ranged from 85 to 92 mg/L, while pH values ranged from 7.08 to 7.55; all values were well within the recommended guidelines (*Table 5*).

The City is not required under the Regulation to collect plumbing samples to be analyzed for lead concentrations, unless requested by a homeowner. In 2020, there were no homeowner requests (*Table 5*).

Organic Parameters

The City is required to sample for trihalomethanes (THMs) and haloacetic acids (HAAs) on a quarterly basis.

THM results from 2020 continue to indicate that THMs are not a concern in the distribution system, as the running annual average concentration was 0.0315 mg/L, much less than the 0.10 mg/L regulated limit (*Table 5*). None of the individual samples exceeded half the standard prescribed in Schedule 2 of the Ontario Drinking Water Quality Standards.

While the City has been required to sample for HAAs since January 1, 2017, the results were not reportable until January 1, 2020. Results from the four (4) samples collected in 2020 continue to indicate that HAA's are not a concern in the distribution system as the running annual average concentration was 0.0040 mg/L, much less than the 0.08 mg/L regulated limit (*Table 5*). HAAs were below detection limits in two (2) of the samples and the remaining two (2) samples were well below half of the standard prescribed in Schedule 2 of the Ontario Drinking Water Quality Standards.

In 2020, there were two (2) reportable adverse water quality incidents. One (1) adverse result was due to the presence of total coliforms. The second adverse result was due to a free chlorine level less than 0.05 mg/L. Details about the adverse samples are discussed below.

Regulatory Non-Compliances

There were two (2) reportable adverse water quality incidents in 2020.

Table 2 below summarizes the date the adverse occurred, the adverse parameter, the corrective action taken by the City and the date the corrective action was taken

It is important to note that although one (1) adverse microbiological result, and one (1) adverse free chlorine sample were observed in 2020, (representing less than 0.2% of the total samples collected), the immediate action by the City’s certified Operators ensured that the adverse incidents were addressed in a timely manner. This timely response ensured that the safety of the drinking water was maintained, as indicated by the results of special follow up sampling and evaluation, which found the water to be safe.

Table 2: Summary of Adverse Test Results - 2020

Sample Date	Date Adverse Reported to City	Parameter	Result	Corrective Action Date	Corrective Action
August 6, 2020	August 6, 2020	Free Chlorine	0.04 mg/L	August 6, 2020	Immediately flush the water mains and restore secondary disinfection to ensure that a free chlorine residual of 0.05 mg/L or higher was achieved at all points in the affected parts of the distribution system.
August 6, 2020	August 7, 2020	Total Coliforms	1 cfu/100mL	August 7, 2020	Immediately flush and resample (two consecutive sets 24 and 48 hours apart). Total coliforms were absent from the resamples and free chlorine residuals >0.20 mg/L were maintained at all points in the affected part of the distribution system.

Our Commitment to Providing Safe Drinking Water

To ensure that residents, businesses and visitors to our community continue to receive the safest drinking water, the City has incorporated the following practices into the routine operations of the Distribution System:

- Exceed the minimum regulatory sampling requirements, by sampling additional sites for both operational and microbiological parameters
- Comprehensive flushing program targeting “dead ends”, where water use is not very high, to ensure chlorine levels are at least 0.10 mg/L
- Prompt response to watermain breaks and customer complaints
- Early adoption of the requirements of the revised Provincial Watermain Disinfection Procedure

In addition, the City has the following plans for 2021:

- Decommissioning of Elm Street Bulk water station and construction of a new bulk water station on Stonebridge Drive at an estimated cost of \$300,000.

Major expenditures for 2020 included the following:

- Completion of the Janet Street watermain replacement project at a cost of approximately \$50,000.

What's New?

The City received the Certificate of Accreditation from SAI Global for the City's Drinking Water Quality Management System in January 2020. The City's Operational Plan is available on the City's website at: <https://portcolborne.ca/en/living-here/drinking-water-licensing.aspx>

With the COVID-19 pandemic starting in March 2020, ensuring the safety of staff in the Port Colborne Water Department was a concern. In order to ensure the continued delivery of safe drinking water to the residents and businesses in Port Colborne throughout the COVID-19 pandemic, the City developed contingency plans that were put in place by March 30, 2020. These plans, which included splitting the Department into two crews and having the crews work different shifts, ensured that in the event of a COVID-19 case in the Department, that certified Operators would be available to conduct the mandatory sampling and testing requirements and to oversee any necessary repairs to the distribution system. The City applied for Regulatory Relief from the Ministry of Environment, Conservation and Parks. This Relief provided the City with the flexibility, in the event of a pandemic-related personnel shortage, to remain in compliance with the regulations and continue to ensure safe drinking water. While these contingency plans were tweaked as the pandemic continued, the core plans have remain unchanged, and the Water Department continues to monitor the COVID-19 situation locally and is developing protocols to eventually return staffing to normal, based on the Province's COVID-19 response framework.

Where to Obtain Additional Information

Copies of this annual report are available, free of charge, at the Engineering and Operations Centre, 1 Killaly Street West. It can also be downloaded from the internet at <https://portcolborne.ca/en/living-here/drinking-water-quality-reports.aspx> Copies may also be obtained by contacting the City numbers listed below.

Additionally, all laboratory test results are available at the Engineering and Operations Centre, 1 Killaly Street West. Copies may also be obtained by contacting the City numbers listed below.

The Regional Municipality of Niagara provides an annual report for the Port Colborne Water Treatment Plant, and it can be downloaded from the Region's website: <https://www.niagararegion.ca/living/water/water-quality-reports/default.aspx> Copies may also be obtained by contacting any of the numbers listed below:

Table 3: Contact Information for the City and Region

Organization	Department	Phone Number
City of Port Colborne	Engineering and Operations Centre	905-835-2900
Regional Municipality of Niagara	Water and Wastewater Division	905-685-1571

Table 4: Distribution System Water Quality Sampling and Testing Requirements

Parameter	Sampling and Analysis	Distribution System Standards	Comments
Microbiological	Required to collect a minimum of 24 samples each month, however, the City collects 32 samples per month and tests for total coliforms and/or <i>E.coli</i> . Required to analyze 25% of all samples collected weekly for heterotrophic plate count, however, the City analyzes all samples	<ul style="list-style-type: none"> • <i>E.coli</i> – NONE detected • Total Coliforms – NONE detected • Heterotrophic plate count - <500 cfu/mL 	<ul style="list-style-type: none"> • 8 samples collected each week • Samples sent to an accredited laboratory for analysis • Adverse results are immediately reported by the lab to the City
Free Chlorine Residual	Required to collect a minimum of 28 samples per month, however the City collects 64 samples per month and tests for free chlorine. Collected twice weekly (at least 48 hours apart) from representative areas of the distribution system	<ul style="list-style-type: none"> • Minimum residual chlorine 0.05 mg/L • City targets 0.20 mg/L • City's acceptable low limit is 0.10 mg/L 	<ul style="list-style-type: none"> • City flushes known dead ends on a regular basis to ensure at least 0.10 mg/L is maintained at all areas of the distribution system
Turbidity	Frequency of sampling not specified, however, City collects a minimum of 1 sample weekly from the bulk water depots, and during non-routine sampling (i.e. flushing, watermain breaks)	<ul style="list-style-type: none"> • 5.0 NTU maximum aesthetic objective 	<ul style="list-style-type: none"> • Turbidity generally not an issue in the distribution system.
Trihalomethanes (THMs)	Required to collect at least one sample quarterly, however the City collects 2 samples quarterly, and submits for analysis	<ul style="list-style-type: none"> • 0.10 mg/L maximum acceptable concentration 	<ul style="list-style-type: none"> • Based on a four-quarter progressive annual average of test results (average of all test results each quarter) at points that are likely to have an elevated potential for the formation of THMs

Table 4: Distribution System Water Quality Sampling and Testing Requirements (*continued*)

Parameter	Sampling and Analysis	Distribution System Standards	Comments
Haloacetic Acids (HAAs)	Sampled quarterly. Required to collect one (1) sample per quarter.	<ul style="list-style-type: none"> • 0.08 mg/L maximum acceptable concentration 	<ul style="list-style-type: none"> • Based on a four-quarter progressive annual average of test results (average of all test results each quarter) at points that are likely to have an elevated potential for the formation of HAAs
Lead	<p>Regulatory amendments late in 2009 and the City's historical results from 2008/09 resulted in the City qualifying for exemption from having to collect samples from plumbing.</p> <p>Required to collect samples twice annually (between Dec 15 and Apr 15 and between Jun 15 and Oct 15) from four (4) locations in the distribution system and analyze the samples for pH and alkalinity for two years, and then in the third year, perform the pH and alkalinity analysis and lead analysis. Eight (8) samples total per year.</p>	<ul style="list-style-type: none"> • No standard for alkalinity or pH, these parameters are monitored so that, should they change, the potential for lead levels to increase is analyzed • Maximum acceptable concentration for lead is 0.010 mg/L 	<ul style="list-style-type: none"> • Distribution system samples are generally collected from water sampling stations and/or fire hydrants • If a lead exceedance occurs in future, the City may be required to resume standard sampling.

Table 5: Distribution System Water Quality Sampling and Testing Results – January 1 to December 31, 2020

Parameter	Requirement	Number of samples		Results			Comments
		Routine	Non-Routine	Range	Unit	# of Adverse	
Microbiological Analysis							
<i>E. coli</i>	ND	420*	5	ND	cfu/100 mL	0	Presence of <i>E. coli</i> indicates presence of fecal matter
Total Coliforms	ND	420*	5	ND - 1	cfu/100 mL	1	Presence of Total Coliforms indicates possible presence of pathogenic bacteria
Heterotrophic Plate Count (HPC)	<500	420*	0	ND - 51	colonies/mL	N/A	Presence of HPC indicates water quality deterioration
Operational Parameters							
Free Chlorine	Minimum 0.05	832*	935	0.04 – 1.72	mg/L	1	Level of disinfectant present
Turbidity	5.0	69*	428	0.07 – 3.71	NTU	N/A	Not a reportable parameter; 5.0 NTU is aesthetic guideline
Lead Testing Results							
Alkalinity	30 - 500	8		85 – 92	mg/L	N/A	Neither are reportable parameters; guidelines are the recommended operational level. Low alkalinity and/or low pH may accelerate corrosion, which may cause lead from soldering or lead lines to be released into drinking water.
pH	6.5 – 8.5	8		7.08 – 7.55		N/A	
Lead	Plumbing	0.010 mg/L	N/A		mg/L	N/A	Corrosion of lead or lead soldered plumbing/distribution systems may cause lead to be released into drinking water
	Distribution		N/A				
Organic Parameters							
Trihalomethanes	0.10	8		(Running Annual Avg) 0.0315	mg/L	0	By-product of chlorination; forms when chlorine reacts with suspended organics.
Haloacetic Acids	0.08	4		(Running Annual Avg) 0.0040†	mg/L	0	By-product of chlorination; forms when chlorine reacts with suspended organics.

*Note – operational checks are routine samples. Only routine microbiological samples, collected in accordance with Schedule 10, section 10-2 (1) of O.Reg. 170/03, are analyzed for Heterotrophic Plate Count (HPC) to meet the required 25%. Non-routine sampling includes sampling after watermain breaks, complaints, annual hydrant flushing and dead end flushing.

†Note – samples less than the MDL are entered as “0” to calculate the Running Annual Average.

ND = non-detectable

MDL = Minimum Detection Limit

NTU = nephelometric turbidity unit



REGIONAL MUNICIPALITY OF NIAGARA
Public Works Department
Water & Wastewater Services Division

PORT COLBORNE WATER TREATMENT PLANT

ANNUAL SUMMARY REPORT

(Prepared under Ontario Regulation 170/03)

January 1 to December 31, 2020

Ministry of the Environment, Conservation and Parks

Drinking Water Works Permit # 007-201
Municipal Drinking Water License # 007-101

1. Failure to meet with the requirements of the Act, the regulation, the system's approval:

The Port Colborne Water Treatment Plant was operated in such a way that at no time did it fail to meet or exceed the requirements of the Safe Drinking Water Act, associated regulations, the system's approval or any order that may have been issued for this reporting period.

2. A summary of flows for the reporting period January 1, 2020 – December 31, 2020:

2020	TOTAL FLOW		AVERAGE DAY		MAX. DAY	MIN. DAY	MAX. FLOW RATE	MIN. FLOW RATE	WASTE SLUDGE
	Raw (ML)	Treated (ML)	Raw (ML)	Treated (ML)	Treated (ML)	Treated (ML)	Treated (ML/d)	Treated (ML/d)	(ML)
Jan	213.860	208.780	6.899	6.735	8.130	4.840	27.591	3.897	2.852
Feb	199.550	196.190	7.127	7.024	7.938	6.100	17.128	4.277	1.711
Mar	225.510	219.090	7.275	7.067	8.858	5.420	12.841	3.846	1.932
Apr	206.930	204.240	6.898	6.808	7.900	4.590	12.749	3.682	2.585
May	225.330	218.570	7.269	7.051	9.070	5.170	21.678	3.887	2.851
Jun	228.870	223.440	7.629	7.448	8.625	6.180	16.451	3.703	2.491
Jul	245.660	239.220	7.925	7.717	9.574	5.690	16.431	3.754	2.609
Aug	226.180	221.330	7.296	7.140	9.340	4.690	16.708	3.692	1.640
Sep	204.540	201.240	6.818	6.708	8.110	4.550	12.742	3.897	1.562
Oct	210.440	207.430	6.788	6.691	10.483	4.010	17.764	3.497	1.553
Nov	184.850	178.950	6.162	5.965	6.910	3.300	16.482	3.621	2.306
Dec	190.030	189.080	6.130	6.099	7.730	4.020	12.574	4.133	1.612
TOTAL	2561.750	2507.560							25.704
MIN						3.300		3.497	1.553
MAX					10.483		27.591		25.704
AVG			7.018	6.871					2.142

*The flow rates are moments in time, and can be affected by various circumstances, such as pump changes or valve position and therefore not unusual to have higher or lower than normal flow.

3. A comparison of actual flows to that of the flow rates set out in the system's approval:

Flow rates as set in:

- Drinking Water Works Permit # 007-201
- Municipal Drinking Water License # 007-101

Maximum daily flow 36.000 ML
 Maximum flow rate 36.000 ML/day

2020	AVERAGE DAY	% OF RATED CAPACITY	MAX. DAY	% OF RATED CAPACITY	MAX. FLOW RATE	% OF RATED CAPACITY
Date	Treated (ML)		Treated (ML)		Treated (ML/d)	
Jan	6.735	18.7%	8.130	22.6%	27.591	76.6%
Feb	7.024	19.5%	7.938	22.1%	17.128	47.6%
Mar	7.067	19.6%	8.858	24.6%	12.841	35.7%
Apr	6.808	18.9%	7.900	21.9%	12.749	35.4%
May	7.051	19.6%	9.070	25.2%	21.678	60.2%
Jun	7.448	20.7%	8.625	24.0%	16.451	45.7%
Jul	7.717	21.4%	9.574	26.6%	16.431	45.6%
Aug	7.140	19.8%	9.340	25.9%	16.708	46.4%
Sep	6.708	18.6%	8.110	22.5%	12.742	35.4%
Oct	6.691	18.6%	10.483	29.1%	17.764	49.3%
Nov	5.965	16.6%	6.910	19.2%	16.482	45.8%
Dec	6.099	16.9%	7.730	21.5%	12.574	34.9%

Administration

Office of the Regional Clerk

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

Telephone: 905-685-4225 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

March 3, 2021

CL 4-2021, February 25, 2021
PEDC 2-2021, February 17, 2021
PDS 9-2021, February 17, 2021

DISTRIBUTION LIST

SENT ELECTRONICALLY

RE: Review of Options – South Niagara Aquifer

Regional Council, at its meeting of February 25, 2021, approved the following recommendation of its Planning & Economic Development Committee:

That Report PDS 9-2021, dated February 17, 2021, respecting Review of Options - South Niagara Aquifer, **BE RECEIVED** and **BE CIRCULATED** to the City of Port Colborne, Town of Fort Erie, City of Welland, Township of Wainfleet, Niagara Peninsula Conservation Authority (NPCA), and the Niagara Peninsula Source Protection Committee.

Regional Council also approved the following motion related to this matter:

That staff **BE FURTHER DIRECTED** to state within the new Regional Official Plan that groundwater across the Region is an important resource to all Niagara residents and specifically a source of potable drinking water to many rural residents.

A copy of Report PDS 9-2021 is enclosed for your information.

Yours truly,



Ann-Marie Norio
Regional Clerk

:me

CLK-C 2021-029

Distribution List: City of Port Colborne
Town of Fort Erie
City of Welland
Township of Wainfleet
Niagara Peninsula Conservation Authority (NPCA)
Niagara Peninsula Source Protection Committee
S. Norman, Senior Planner
D. Giles, Acting Commissioner, Planning & Development Services
N. Oakes, Executive Assistant to the Commissioner, Planning & Development Services

Subject: Review of Options – South Niagara Aquifer

Report to: Planning and Economic Development Committee

Report date: Wednesday, February 17, 2021

Recommendations

1. That Report PDS 9-2021 **BE RECEIVED** for information; and
2. That Report PDS 9-2021 **BE CIRCULATED** to the City of Port Colborne, Town of Fort Erie, City of Welland, Township of Wainfleet, Niagara Peninsula Conservation Authority (NPCA), and the Niagara Peninsula Source Protection Committee.

Key Facts

- This report responds to direction given at the December 9, 2020 Planning and Economic Development Committee (PEDC) meeting where staff were requested to prepare a report outline existing policies and options for the protection of the south Niagara aquifer.
- In considering the protection of groundwater resources and drinking water systems in the region there are primarily two pieces of Provincial legislation that need to be reviewed, the *Planning Act, 1990* (Planning Act) and the *Clean Water Act, 2006* (Clean Water Act).
- In Niagara, the NPCA is the Source Protection Authority under the Clean Water Act. The responsibility for source water protection planning is that of the Source Protection Committee (SPC) with staff support from the NPCA. The Province is the approval authority for Source Protection Plans prepared by the SPC.
- Policies included in the Regional Official Plan related to drinking water systems, Intake Protection Zones (IPZs), and Wellhead Protection Areas (WPAs) must be directly informed by the Source Protection Plan (SPP). The Regional Official Plan cannot designate an IPZ or WPA without it first being identified in the SPP by the SPC following a technical evaluation process.
- This report outlines several tools and policies which can protect the south Niagara aquifer, such as provincial policy requirements, official plan policies, zoning by-laws, site alteration by-laws, and Ontario Building Code regulations. The report

however draws the conclusion that the provisions of the Clean Water Act are unlikely to apply to a number of private drinking water wells across a wide geographic area, and the Clean Water Act not the appropriate tool to achieve the desired outcome of protecting the Highly Vulnerable Aquifer (HVA) in south Niagara.

- In 2020, specific actions were taken by Regional Council and the City of Port Colborne City relating to the south Niagara aquifer. In January 2020, PEDC passed a resolution directing staff to include specific policies for the protection of the south Niagara aquifer in the new Niagara Official Plan. At its October 26, 2020 meeting, the Port Colborne City Council passed a resolution directing additional protection of the aquifer including local official plan polices and changes to their zoning by-law.

Financial Considerations

There are no financial implications stemming from this report.

Analysis

Part A – Review of Background Information and Existing Policies

A.1 - Important Terminology Related to Groundwater Resources:

To ensure a common understanding of groundwater resources in the Region the following terminology is used in this report. These terms are based on provincial definitions.

- Key Hydrologic Feature – permanent streams, intermittent streams, inland lakes and their littoral zones, seepage areas and springs, and wetlands (Growth Plan).
- Key Hydrologic Areas – significant groundwater recharge areas, highly vulnerable aquifers, and significant surface water contribution areas that are necessary for the ecological and hydrologic integrity of a watershed (Growth Plan).
- Highly Vulnerable Aquifer (HVA) – aquifers, including lands above the aquifer, on which external sources have or are likely to have a significant adverse effect (Growth Plan).

- Significant Groundwater Recharge Area (SGRA) – an area that has been identified:
 - a) as a significant groundwater recharge area by any body for the purpose of implementing the PPS, 2014;
 - b) as a significant groundwater recharge area in the assessment report required under the Clean Water Act, 2006; or
 - c) as an ecologically significant groundwater recharge area delineated in a subwatershed plan or equivalent in accordance with provincial guidelines

For the purposes of this definition, ecologically significant groundwater recharge areas are areas of land that are responsible for replenishing groundwater systems that directly support sensitive areas like cold water streams and wetlands (Growth Plan).

- Intake Protection Zone (IPZ) – an area as delineated in Schedule H of this Plan and in the Source Protection Plan for the Niagara Peninsula Source Protection Area that surrounds a municipal surface water intake and within which it is desirable to regulate or monitor drinking water threats. Where a conflict in mapping arises, the Source Protection Plan shall prevail (ROP, 2014).
- Wellhead Protection Area (WPA) – an area that is related to a wellhead and within which it is desirable to regulate or monitor drinking water threats (O. Reg. 287/07).

A.2 - Mapping of HVAs and SGRAs in the Region:

To provide context - a map showing the extent of HVAs and SGRAs in the Region is included as **Appendix 1**. The following is a brief description of the sources of the data:

- HVAs are a vulnerable area delineated for the Source Water Protection Assessment Report (Chapter 4 - NPCA, 2010). The HVAs were based largely upon earlier vulnerability mapping completed as part of the 2005 NPCA Groundwater Study. This earlier mapping combined two vulnerability assessment methods: (i) intrinsic susceptibility index (ISI) and (ii) aquifer vulnerability index (AVI).
- SGRAs are also a vulnerable area delineated for the Source Water Protection Assessment Report (Chapters 3 and 4 - NPCA, 2010). The SGRAs are classified as “significant” when they supply more water to an aquifer than the surrounding

area. SGRAs were identified where groundwater is recharged by a factor of 1.15 or more than the average recharge rate for the whole watershed.

A.3 - Role of the Planning Act vs. Role of the Clean Water Act:

In considering the protection of groundwater resources and drinking water systems in the Region there are primarily two pieces of provincial legislation that need to be considered, the Planning Act and the Clean Water Act.

	<i>Planning Act</i>	<i>Clean Water Act</i>
What is it?	The Planning Act sets out the ground rules for land use planning in Ontario. It describes how land uses may be controlled, and who may control them.	The Clean Water Act assists communities with protecting their municipal drinking water supplies at the source.
What tools are available?	Municipal Official Plans (Regional, Local), Zoning By-Laws (Local)	Source Protection Plans, Official Plans and Zoning By-Laws (which have been informed by the SPP)
How is it implemented?	Through a mix of Provincial tools such as the Provincial Policy Statement and Growth Plan, as well as upper and lower tier Official Plans.	Through a Source Protection Plan prepared by the Source Protection Committee and approved by the Province.
Who is primarily responsible?	Regional and Local Planning Departments, Regional and Local Councils.	Source Protection Authority, Risk Management Official.

In addition, there are other pieces of Provincial legislation that can apply on a topic-specific basis, for example: the Ontario Water Resource Act, Safe Drinking Water Act, Aggregate Resource Act, Municipal Act, and Ontario Building Code.

A.3 - Recent Reporting to Planning and Economic Development Committee:

At the January 15, 2020 PEDC meeting, there was a Councillor request for more information on how the Region has been involved in the Port Colborne Quarry project and the Region's obligations under Provincial policies.

In response to that request, PDS 8-2020, dated March 11, 2020 was prepared. PDS 8-2020 includes a discussion on the Region's involvement in the quarry project as well as additional information related to drinking water, source protection, the south Niagara aquifer, and the development of a new comprehensive water resource system (WRS) in the Region. PDS 8-2020 is attached for reference as **Appendix 2**.

A.4 - Provincial Planning Requirements:

There are a number of Provincial planning policies that require municipalities to protect groundwater and other water resources in their jurisdictions. This includes a relatively new Provincial requirement for a comprehensive water resource system (WRS). A WRS is currently being developed and will be implemented in Niagara for the first time as part of the new Niagara Official Plan. Other associated water resources planning policies are being brought into conformance with Provincial requirements through the new Niagara Official Plan project.

The policies of the Provincial Policy Statement (PPS, 2020) related to water resources are included in **Appendix 3**.

The policies of A Place to Grow: Growth Plan for the Greater Golden Horseshoe (Growth Plan, 2020) related to water resources are included in **Appendix 4**.

A.5 - Existing Regional Official Plan Policies:

Although the requirements for a comprehensive WRS are new, there are policies in the existing Regional Official Plan (ROP, 2014) related to water resources (both surface and groundwater). For example Policy 7.A.2.1 a) states that:

“Development and site alteration shall only be permitted if it will not have negative impacts, including cross-jurisdictional and cross-watershed impacts, on the quantity and quality of surface and groundwater”

The policies of the ROP are generally triggered when there is a proposed change in land use requiring an approval under the Planning Act (e.g. Official Plan Amendment,

Zoning By-Law Amendment, Draft Plan of Subdivision, Site Plan, etc.). For other forms of development and site alteration, other mechanisms apply, such as the Ontario Building Code and site alteration by-laws. The Region does not have a site alteration by-law; this is an area of local jurisdiction.

The complete policies of Section 7.A.2 'Water Resources' of the ROP, 2014 are included in **Appendix 5**.

A.6 - In-Effect Council Resolution:

At the January 15, 2020 PEDC meeting, the following resolution was adopted:

*“That staff **BE DIRECTED** to consider the highly vulnerable aquifer as an important, vital source of water to our rural residents in Niagara from Wainfleet, through Port Colborne to Fort Erie and ensure specific Official Plan policies are developed to reflect the importance and subsequent protection of this water source.”*

As directed, staff will include policies in the new Official Plan related to the HVA in south Niagara. The specific wording of these policies will be developed as Staff move forward with the Natural Environment Work Program and related Niagara Watershed Plan projects.

A.7 - Natural Environment Work Program and Niagara Watershed Plan Project:

The Natural Environment Work Program is the project that is being undertaken to identify and protect regional natural systems through the new Niagara Official Plan. Natural systems to be developed include a natural heritage system (NHS) and a water resource system (WRS). The WRS will include both groundwater and surface water features and areas.

Additional information regarding the Natural Environment Work Program can be found on the website for the new Official Plan:

<https://www.niagararegion.ca/projects/rural-and-natural-systems/default.aspx>

One of the three background reports that was completed for Natural Environment Work Program was the Watershed Planning Discussion Paper. This report identified the need for a watershed plan to be completed to inform various aspects of the new Niagara Official Plan (including the development of the WRS). To meet this need, a Consultant

team has been retained and a project to prepare a Niagara Watershed Plan (NWP) is underway. NPCA staff are involved in the project.

The NWP is being prepared in accordance with Provincial requirements, including direction that the new comprehensive water resource system be informed by watershed planning. The consideration of the south Niagara aquifer was identified as an important issue during the project kick-off phase.

A.8 - Source Water Protection Planning:

Source water protection planning is the process in which communities identify potential risks to local water quality and water supply and create a plan to reduce or eliminate the risks. Source water protection planning is undertaken based on a process prescribed by the Clean Water Act and its regulations.

In Niagara, the NPCA is the Source Protection Authority under the Clean Water Act. The program is administered by the Source Protection Committee (SPC) and staff support from the NPCA. Through the SPC, municipalities work to identify, assess and address risks to drinking water within their municipal Intake Protection Zones (IPZs) and Wellhead Protection Areas (WPAs).

Once risks and threats are identified through the Source Protection Plan, municipalities are responsible to develop and implement policies to reduce risks posed by activities located in areas under their jurisdiction. This could include requiring individual property owners to take action on significant drinking water threats located within IPZs and WPAs. In Niagara, this work has been completed and source protection policies are included in Section 7.E of the existing Regional Official Plan (ROP, 2014). These policies were subsequently included in local zoning by-laws. Policies in the Regional Official Plan must be directly informed by the Niagara Source Protection Plan, including the identification of IPZs (there are no municipal well water supplies in Niagara, and therefore no WPAs have been identified).

Schedule H of the ROP, 2014 – Source Water Protection is included as **Appendix 6**.

Additional information regarding drinking water source protection in Niagara can be found here: <http://www.sourceprotection-niagara.ca/>

In general, source water protection planning is a process that is undertaken in regards to municipal drinking water systems. In Niagara, all municipal drinking water is from

surface/lake-based sources. Within the Clean Water Act and O. Reg. 287/07 there is a very limited ability for other (i.e. non-municipal) drinking water systems to be evaluated and considered as part of the program. These provisions apply in circumstances where:

- there is a cluster of six or more private wells or intakes,
- the system is located in a settlement area, or
- the private residence is a designated facility or public facility as defined in O. Reg. 170/03 of the Safe Drinking Water Act.

The geographic area of what constitutes a 'cluster' is not defined in the Clean Water Act or its regulations, however, it is interpreted to be a concentration of systems in a small geographic area. A resolution from the Local Municipality is required for the Source Protection Committee to initiate the process to add a system to the Source Protection Plan. A technical evaluation process is required to support that process. The Province is the decision-making authority for the Source Protection Plan and any proposed changes.

A document entitled "Drinking Water Source Protection Primer: For Municipal Councillors" is included as **Appendix 7**.

A.9 - Provincial Direction Regarding the Implementation of Clean Water Act:

The Province does not maintain a guidance document for adding 'other systems' to source protection plans through the use of municipal resolution. However, the Province has advised that this is possible, subject to the criteria set out in the Clean Water Act and its regulations (as outlined above).

In considering this approach, the Province encourages municipalities to first look at how they can use other tools such as the Planning Act, Municipal Act, and Ontario Building Code to protect vulnerable sources of drinking water.

The Province further recommends that municipalities should encourage landowners to take steps to protect their own private wells by ensuring that their septic systems are functioning properly, and any on-site sources of contamination such as fuel oil tanks and pesticides, are properly stored and managed.

A.10 - Case Study – Trout Creek:

Trout Creek is a community in the Municipality of Powassan, ON, located near North Bay. The entire community is served by private drinking water and septic systems. Trout

Creek is understood to be the only community in Ontario that has attempted to add a 'cluster' of private drinking water wells into their jurisdiction's Source Protection Plan (SPP).

The experience in Trout Creek began with the municipality passing a resolution for the cluster of private drinking water wells to be included in the SPP. A technical evaluation process was undertaken, the system characterized, and threats identified. Based on the threats identified, numerous mitigation measures and policies were recommended including the mandatory inspections of private septic systems, a comprehensive risk management program to be implemented by the municipality, and other prohibitions.

Once the scope of the restrictions, and associated costs were understood and realized by the cluster residents and the municipality, a resolution was passed revoking the earlier resolution, and the process to include the cluster of wells was abandoned. The process took over 5 years and the community was not added to the SPP.

A.11 - Other Municipal Tools:

As noted above, there are other tools that can be used to protect vulnerable sources of drinking water and other sensitive groundwater resources. Some of these are as follows.

- Site Alteration By-Laws – are enacted under the Municipal Act and regulate the removal of topsoil, the placing or dumping of fill and the alteration of the grade of land in areas of the municipality. A component of a site alteration by-law can be to ensure that surface and groundwater quality is maintained. Site alteration by-laws are an area of local municipal jurisdiction.
- Zoning By-Law – like official plans, zoning by-laws are enacted under the Planning Act. An official plan sets out a municipality's general policies for future land use. Zoning by-laws are legal instruments that regulate the use of land and day-to-day administration. They contain specific planning requirements and are law within the municipality where they are enacted. A zoning by-law controls how land may be used and where buildings and other structures can be located. Zoning by-laws are an area of local municipal jurisdiction.
- Development Approval Process - through implementing Regional Official Plan policies, conditions of approval may be requested by Regional staff requiring that a property owner submit a hydrogeological assessment for certain development

applications located in an HVA (e.g. plan of subdivision, multiple lot severances and/or proposed residential lot(s) under 1 ha, etc.)

- Building Permits – are issued under the Building Code Act. A building permit is necessary to construct, renovate, demolish or change the use of a building. A Building Permit under Part 8 of the Building Code is also required for work regarding the installation, alteration, extension or repair of an on-site sewage or septic system. Building Code enforcement, including issuing building permits, is generally carried out by municipal building departments. In Niagara, in the case of on-site sewage or septic systems under Part 8 of the Code, issuing permits and enforcement is the responsibility of the Region in most local municipalities, while others (Welland, Wainfleet and West Lincoln) carry out the program internally.

Rural and other homeowners with private sewage or septic systems are also wastewater treatment system operators and need to take this role seriously. A regular maintenance schedule along with proactive care is the best strategy to lifelong system functionality and optimizing the system's performance. A homeowner's guide to a healthy sewage (septic) system can be found at the Ontario Onsite Wastewater Association's website and at the following link:

<https://www.oowa.org/homeowner-resources/>

A.13 - City of Port Colborne October 26, 2020 Resolution:

On October 26, 2020 the City of Port Colborne passed a resolution stating:

“That Council recognizes the Aquifer as identified in Schedule B3 of the Official Plan as a source water for the rural residents of the City; and

That the Director of Planning and Development be directed to amend the Official Plan to include the Aquifer such that the Aquifer receives the same consideration and protection from susceptible threats of contamination or adverse impact as the intake protection zones (IPZ-1 and IPZ-2); and

That the Region of Niagara, Township of Wainfleet, City of Welland, Town of Fort Erie and Niagara Peninsula Conservation Authority be notified of the City's action and be requested to pursue similar updates to their municipal planning documents in order to protect the aquifer.”

Region staff understand the above-captioned resolution to be direction to Staff. Region staff do not interpret the resolution as being an official resolution from City of Port Colborne Council requesting an addition be made to the Source Protection Plan.

In response for the resolutions request for updates to be made to Regional planning document - Regional Planning staff note we are already developing a comprehensive WRS for the Region as part of the new Niagara Official Plan. The WRS will include specific policies in regards to the south Niagara HVA in accordance with the January 15, 2020 PEDC resolution.

A copy of the October 26, 2020 City of Port Colborne resolution is included as **Appendix 8**.

A.14 - Ongoing City of Port Colborne Initiative:

Region Planning staff understand the City of Port Colborne is considering a Local Official Plan Amendment and Zoning By-Law Amendment for additional protection of the aquifer and private drinking water systems in response to the October 26, 2020 resolution. Region Planning staff have had ongoing discussions with City Planning staff regarding that initiative in preparation of this report.

Part B - Analysis of Information Reviewed

The proceeding sections provide an overview of the protection of water resources, drinking water, and drinking water systems from the perspectives of the Planning Act and Clean Water Act, as follows:

B.1 - Planning Act:

- There are policies in the Provincial Policy Statement (PPS, 2020) and A Place to Grow: Growth Plan for the Greater Golden Horseshoe (Growth Plan, 2020) for the protection of water resources including key hydrologic features and key hydrologic areas. The policies are in effect now, and must be considered by Regional and Local Planning staff in making recommendations and Regional and Local Councils when making decisions. Regional planning policies will be brought into conformance through the ongoing work to prepare the new Niagara Official Plan.

- There are policies within the existing Regional Official Plan (ROP, 2014) that require the protection of water resources, including a restriction on site alteration and development that would cause a negative impact on water quality.
- On January 15, 2020, PEDC passed a resolution directing staff to include specific policies for the protection of the south Niagara aquifer. This direction is being incorporated as part of the Natural Environment Work Program, Niagara Watershed Plan, and Niagara Official Plan projects. The specific wording of the policies will be developed as Regional staff move these projects to completion.
- On October 26, 2020, the City of Port Colborne passed a resolution directing additional protection of the aquifer including official plan and zoning by-law policies that provide the same level of consideration and protection as Intake Protection Zones in the City. As a local planning document, the Port Colborne Official Plan may include more specific and detailed policies, provided that they do not conflict with Provincial or Regional policy. Similarly, zoning by-laws are a local document that provide for the day-to-day regulation of land use controls.
- Policies included in the Regional Official Plan related to drinking water systems, Intake Protection Zones, and Wellhead Protection Areas must be directly informed by the Source Protection Plan, and the work of the Source Protection Committee. The Regional Official Plan cannot designate an Intake Protection Zones or Wellhead Protection Areas without it first being identified in the Source Protection Plan following a technical evaluation process and acceptance by the Province.

B.2 - Clean Water Act:

- Intake Protection Zone (IPZs) is the terminology used to describe an area around a surface water intake. Wellhead Protection Area (WPAs) is the terminology used in regards to groundwater wells. IPZs and WPAs are identified through a technical evaluation process.
- The Clean Water Act generally applies to municipal drinking water systems, with a very limited ability to apply to other systems based on criteria set out in the Act and its regulations. Other systems generally apply to clusters of private wells or other private systems for designated facilities.
- Once a property has been identified as being within an IPZ or WPA there will be restriction on existing and proposed land uses or activities that are considered

“significant threats”, including potentially existing or new agricultural uses. Restrictions can range from risk management to outright prohibitions. The nature of the restrictions and associated land use planning policies would be identified based on the specific characteristics of the area, existing land uses, vulnerability of the system and potential threats. This work would be completed through the technical evaluation process.

- In Niagara, the NPCA is the Source Protection Authority. The responsibility for source water protection planning is that of the Source Protection Committee, with staff support from the NPCA. The Province is the approval authority for Source Protection Plans. Municipalities would be responsible for undertaking and funding technical evaluations in support of requested changes to the Source Protection Plans.

Part C - Summary of Options

- There are existing Provincial policies requiring the protection of key hydrologic features, key hydrologic areas, and other water resources. Provincial direction also requires the identification of a water resources systems (WRS). In addition, the January 15, 2020 staff direction requires the identification of specific policies for the south Niagara aquifer. All of these requirements are being considered as part of the Natural Environment Work Program and Niagara Watershed Plan projects, and will be addressed as part of the Niagara Official Plan. Additional direction to Regional Planning Staff to complete this work is not required.
- There are a range of other mechanisms and existing tools for the protection of groundwater resources that should be used as available and where appropriate such as zoning by-laws, site alteration by-laws, and the provisions of the Ontario Building Code. Regional Council should support and encourage the most appropriate mechanisms for the protection of ground water resources.
- Regional Council should continue to encourage private land owners to take all necessary steps to maintain and protect any private drinking water systems on their properties. Niagara Region Public Health has information on well maintenance for residential settings available on their website at:

<https://www.niagararegion.ca/living/water/cistern-maintenance.aspx>
- Although an October 26, 2020 resolution was made by City of Port Colborne Council and was forwarded to the NPCA as the Source Protection Authority

under the Clean Water Act, Regional staff do not interpret this as being an official resolution to add a system to the Source Protection Plan. Should the City of Port Colborne, or other Local Council, pass a resolution requesting that private drinking water wells in south Niagara be considered as part of the Source Protection Planning program, Regional Council could choose to pass a resolution in support. As this would be a unique situation, it is expected that the Source Protection Committee would need to consult with the Province on resolution and the proposed approach. The completion of the required technical evaluation process, including costs, would be the responsibility of the municipality

Following a resolution by a Local Council and consultation with the Province, a technical evaluation process would be undertaken to accurately characterize the systems, identify the threats, and recommend appropriate mitigation and policies. A technical evaluation of this type would need to be completed by a comprehensive Consultant team. This type of technical evaluation is beyond the scope of the Region's Natural Environment Work Program or Niagara Watershed Plan projects. The completion of the technical studies that would need to be completed, including costs, would be the responsibility of the municipality.

However, Regional Planning staff are of the opinion that the provisions of the Clean Water Act are unlikely to apply to a number of private drinking water wells across a wide geographic area, and are not the appropriate mechanisms to achieve the desired outcome of protecting the Highly Vulnerable Aquifer in south Niagara.

There are more appropriate mechanisms and existing tools at the Local and Regional level for the protection of groundwater resources that should be used. These include official plan policies, zoning by-laws, site alteration by-laws, and Ontario Building Code regulations. The use of these tools should be prioritized and supported.

Alternatives Reviewed

As this report is for information, alternatives are not applicable.

Relationship to Council Strategic Priorities

This report was prepared in response to staff direction given at the December 9, 2020 Planning and Economic Development Committee.

Other Pertinent Reports

- PDS 8-2020 Overview of Regional Involvement in Port Colborne Quarry Proposal

Prepared by:

Sean Norman, PMP, MCIP, RPP
Senior Planner
Planning and Development Services

Recommended by:

Doug Giles, BES, MUP
Acting Commissioner
Planning and Development Services

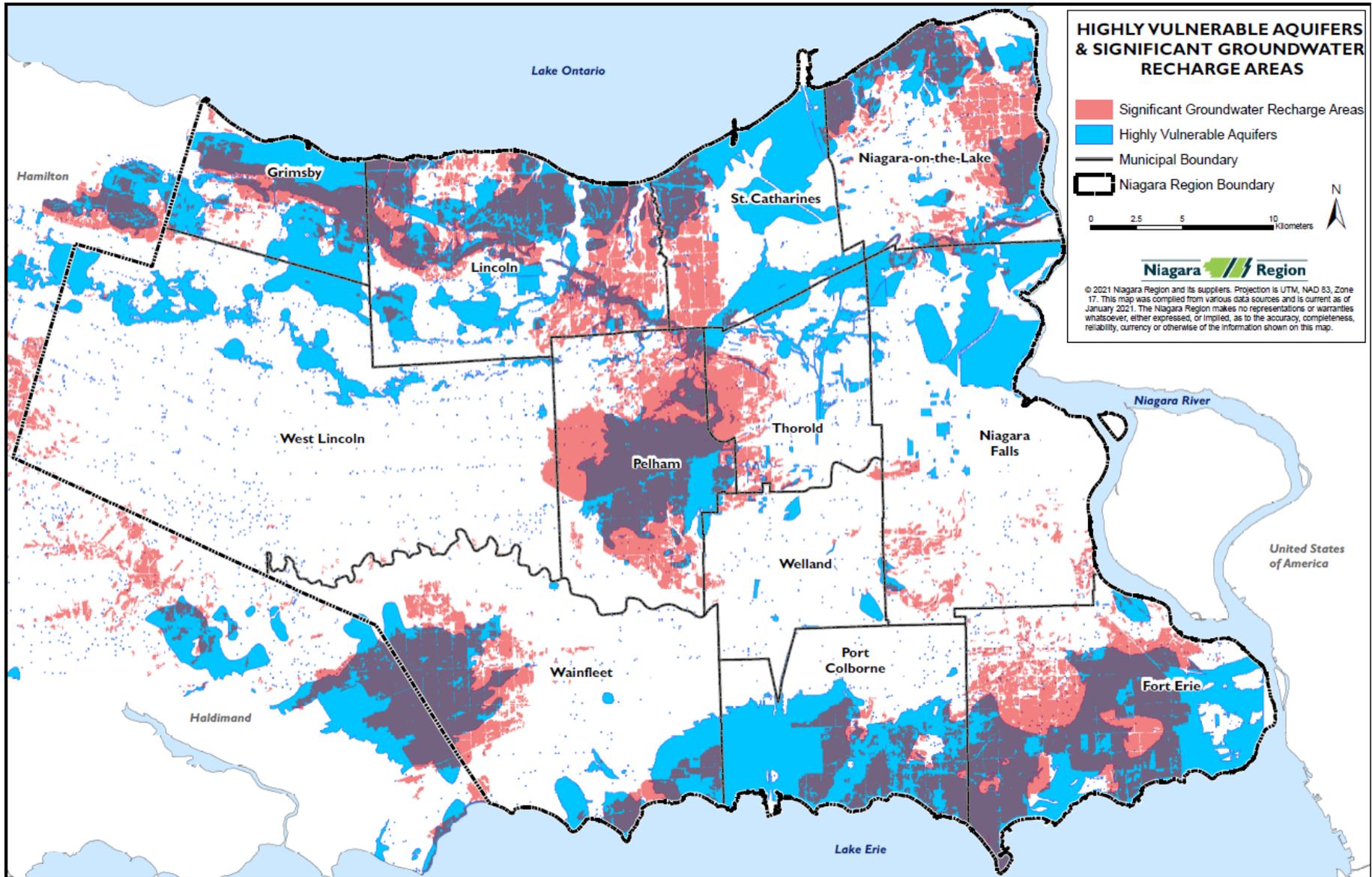
Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer

This report was prepared in consultation with Erik Acs, MCIP, RPP, Manager, Community Planning and Dan Aquilina, MCIP, RPP, CPT, Director of Planning and Development - City of Port Colborne, with input from Phill Lambert, P.Eng, Director of Infrastructure Planning & Development Engineering, Pat Busnello, MCIP, RPP, Acting Director of Development Planning, Thomas Proks, P.Geo, Source Water Protection Coordinator - Niagara Peninsula Conservation Authority, David Ellingwood, Supervisor, Source Water Protection - North Bay-Mattawa Conservation Authority, and reviewed by Isaiah Banach, Acting Director, Community and Long Range Planning.

Appendices

Appendix 1	Map showing the extent of HVAs and SGRAs in the Region
Appendix 2	PDS 8-2020 Overview of Regional Involvement in Port Colborne Quarry Proposal (March 11, 2020)
Appendix 3	Policies of the Provincial Policy Statement (PPS, 2020) related to Water Resources
Appendix 4	Policies of A Place to Grow: Growth Plan for the Greater Golden Horseshoe (Growth Plan, 2020) related to Water Resources
Appendix 5	Policies in the existing Regional Official Plan (ROP, 2014) related to Water Resources
Appendix 6	Schedule H of the Existing Regional Official Plan (ROP, 2014) – Source Water Protection
Appendix 7	Drinking Water Source Protection Primer: For Municipal Councillors
Appendix 8	October 26, 2020 City of Port Colborne Resolution



Subject: Overview of Regional Involvement in Port Colborne Quarry Proposal

Report to: Planning and Economic Development Committee

Report date: Wednesday, March 11, 2020

Recommendations

1. That Report PDS 8-2020 **BE RECEIVED** for information

Key Facts

- The purpose of this report is to respond to a request for information that was made at the Planning and Economic Development Committee meeting on January 15, 2020.
- Information was requested regarding the Region's involvement in the Port Colborne Quarry proposal and any action taken as part of the Region's obligations under Provincial policies.

Financial Considerations

The cost of preparing this report was accommodated within the approved 2020 Operating Budget.

Analysis

At the Planning and Economic Development Committee on January 15, 2020, Council requested information: *"respecting how much the Region has been engaged in the Port Colborne quarry proposal and any action taken as part of the Region's obligations under Provincial policies"*.

To date, Region staff's involvement has included providing information, advice, and formal comments related to a range of issues including:

1. Long-term planning/redevelopment of the quarry lands
2. Interpretation of aggregate definitions and policies
3. A provincial ANSI designation
4. The City of Port Colborne Site Alteration By-Law

5. The role of Regional Public Health in the protection of private drinking water systems
6. Source water protection planning
7. The implementation of O. Reg. 153/04
8. The identification of a water resource system in the new Niagara Official Plan

1. Long-Term Planning / Redevelopment of the Quarry Lands

Region planning staff have participated in periodic discussions over the past several years regarding the long-term redevelopment of the Port Colborne Quarry lands. This has included the potential for employment uses in the area and the need to ensure an appropriate interaction with surrounding land uses. Region planning staff provided comments on a proposed zoning by-law amendment and official plan amendment in December 2016. Discussions have included Port Colborne planning staff as well as the owner of the quarry lands. The position of Region planning staff continues to be that a secondary planning process would be the appropriate mechanism to ensure the development of a long-term comprehensive plan. To support the secondary planning process a range of environmental and water resource studies could potentially be required.

2. Interpretation of Aggregate Definitions and Policy

In March 2019, Region planning staff were contacted by planning staff at the City of Port Colborne to provide support in the interpretation of aggregate definitions and policy as it related to the City's zoning by-law and the Port Colborne Quarry Lands.

As the definitions were the implementation of provincial policy and direction, Region planning staff reached out to the Ministry and Municipal Affairs and Housing (MMAH) for support. A clarification on the definition was provided to the City as requested.

3. Provincial ANSI Designation

In March 2019, Region planning staff were contacted by planning staff at the City of Port Colborne regarding a provincially-identified ANSI (area of natural and scientific interest) within Pit 1 of the Port Colborne quarry.

Region planning staff completed research into the matter which lead to contacting staff at several provincial ministries, including the Senior Conservation Geologist at the

Province. The original earth science inventory checklist from 1980 was provided to Port Colborne planning staff to provide the requested information.

4. City of Port Colborne Site Alteration By-Law

The Municipal Act identifies that the preparation and implementation of Site Alteration By-Laws are a local responsibility. It is Region planning staff's understanding that a site alteration permit application has been made to the City for the Pit 1 lands. The Ministry of Environment, Conservation, and Parks (MECP) provided comments related to that application. It is Region staff's understanding that discussion around this site alteration permit have triggered the City to consider updates to its Site Alteration By-Law. It is our understanding that a site alteration permit has not been granted, and that the City has not yet passed a new by-law.

The Region does not have a Site Alteration By-Law. Because the proposed filling of Pit 1 does not require Planning Act approval, the policies of the Regional Official Plan are not triggered.

5. Role of Regional Public Health in the Protection of Private Drinking Water

Over the course of mid-2019, Niagara Region Public Health received several inquiries regarding the role of the department in the protection of groundwater as it related to private drinking water wells (in reference to the proposed filling of Pit 1). There were inquiries from both local residents and Councillors. It was advised that Niagara Region Public Health did not have a role in permitting and would only become involved if a contamination of groundwater was detected. Niagara Region Public Health will continue to provide support if there are questions on any potential health impacts.

6. Source Water Protection Planning

Source water protection is a process for the protection of municipal drinking water sources (i.e. not individual private wells). In Niagara, all municipal drinking water is lake-based. In November 2019, Region planning staff met with Councillor Butters regarding the protection of drinking water in south Niagara. As a follow-up to that meeting, Region planning staff had a detailed discussion with Source Water Protection Coordinator (an NPCA staff person) to learn more. Councillor Butters was provided follow-up information and a point of contact for the source water protection program.

7. O. Reg. 153/04 – Environmental Protection Act: Records of Site Condition

In March 2019, Region planning staff had discussions with staff at the Ministry of Environment, Conservation, and Parks (MECP) regarding O. Reg 153/04 as it pertains to the proposed filling of Pit 1. At that time it was confirmed by MECP that O. Reg. 153/04 only applies if there is a change to a more sensitive use, which is not being triggered by the proposed filling of Pit 1. MECP staff advised that the Excess Soil Best Management Practices document should be followed, and that land owners need to ensure that filling does not cause adverse effects.

8. The New Niagara Official Plan

A relatively new direction from the Province is the requirement for Municipalities to identify and protect a water resource system. A water resource system, including groundwater resources will be identified in the new Niagara Official Plan. Over the past several months Region planning staff have had numerous discussion with Councillors and members of the public regarding ground water resources in south Niagara. This has included discussions at PEDC, public information centres, and other events attended by Region planning staff.

Alternatives Reviewed

Not applicable – this report is in response to a request for information

Other Pertinent Reports

None

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Senior Planner
Planning and Development Services

Recommended by:

Rino Mostacci, MCIP, RPP
Commissioner
Planning and Development Services

Submitted by:

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Acting, Chief Administrative Officer

This report was prepared in consultation with Erik Acs, MCIP, RPP, Manager, Community Planning, Pat Busnello, MCIP, RPP, Manager, Development Planning, Phill Lambert, P. Eng, Director, Infrastructure Planning & Development Engineering, and Anthony Habjan, MEd, B.A.,B.A.Sc., C.P.H.I.(C), Manager Environmental Health, and reviewed by Doug Giles, Director, Community and Long Range Planning.

Appendix 3 – PDS 9-2021

Excerpt from Provincial Policy Statement (PPS, 2020)

2.2 Water

2.2.1 Planning authorities shall protect, improve or restore the *quality and quantity of water* by:

- a) using the *watershed* as the ecologically meaningful scale for integrated and long-term planning, which can be a foundation for considering cumulative impacts of development;
- b) minimizing potential *negative impacts*, including cross-jurisdictional and cross-*watershed* impacts;
- c) evaluating and preparing for the *impacts of a changing climate* to water resource systems at the watershed level;
- d) identifying water resource systems consisting of *ground water features, hydrologic functions, natural heritage features and areas, and surface water features* including shoreline areas, which are necessary for the ecological and hydrological integrity of the *watershed*;
- e) maintaining linkages and related functions among *ground water features, hydrologic functions, natural heritage features and areas, and surface water features* including shoreline areas;
- f) implementing necessary restrictions on *development and site alteration* to:
 1. protect all municipal drinking water supplies and *designated vulnerable areas*; and
 2. protect, improve or restore *vulnerable* surface and ground water, *sensitive surface water features* and *sensitive ground water features*, and their *hydrologic functions*;
- g) planning for efficient and sustainable use of water resources, through practices for water conservation and sustaining water quality;
- h) ensuring consideration of environmental lake capacity, where applicable; and
- i) ensuring stormwater management practices minimize stormwater volumes and contaminant loads, and maintain or increase the extent of vegetative and pervious surfaces.

2.2.2 *Development and site alteration* shall be restricted in or near *sensitive surface water features* and *sensitive ground water features* such that these features and their related *hydrologic functions* will be protected, improved or restored.

Mitigative measures and/or alternative development approaches may be required in order to protect, improve or restore *sensitive surface water features, sensitive ground water features, and their hydrologic functions*.

Appendix 4 – PDS 9-2021

Excerpt from A Place to Grow: Growth Plan for the Greater Golden Horseshow (Growth Plan, 2020)

4.2.1 Water Resource Systems

1. Upper-and single-tier municipalities, partnering with lower-tier municipalities and conservation authorities as appropriate, will ensure that *watershed planning* is undertaken to support a comprehensive, integrated, and long-term approach to the protection, enhancement, or restoration of the *quality and quantity of water* within a *watershed*.
2. *Water resource systems* will be identified to provide for the long-term protection of *key hydrologic features, key hydrologic areas*, and their functions.
3. *Watershed planning* or equivalent will inform:
 - a) the identification of *water resource systems*;
 - b) the protection, enhancement, or restoration of the *quality and quantity of water*;
 - c) decisions on allocation of growth; and
 - d) planning for water, wastewater, and stormwater *infrastructure*.
4. Planning for large-scale *development* in *designated greenfield areas*, including secondary plans, will be informed by a *subwatershed plan* or equivalent.
5. Municipalities will consider the Great Lakes Strategy, the targets and goals of the Great Lakes Protection Act, 2015, and any applicable Great Lakes agreements as part of *watershed planning* and coastal or waterfront planning initiatives.

4.2.3 Key Hydrologic Features, Key Hydrologic Areas and Key Natural Heritage Features

1. Outside of *settlement areas, development* or *site alteration* is not permitted in *key natural heritage features* that are part of the *Natural Heritage System for the Growth Plan* or in *key hydrologic features*, except for:
 - a) forest, fish, and wildlife management;
 - b) conservation and flood or erosion control projects, but only if they have been demonstrated to be necessary in the public interest and after all alternatives have been considered;
 - c) activities that create or maintain infrastructure authorized under an environmental assessment process;
 - d) mineral aggregate operations and wayside pits and quarries;

- e) expansions to existing buildings and structures, accessory structures and uses, and conversions of legally existing uses which bring the use more into conformity with this Plan, subject to demonstration that the use does not expand into the *key hydrologic feature* or *key natural heritage feature* or *vegetative protection zone* unless there is no other alternative, in which case any expansion will be limited in scope and kept within close geographical proximity to the existing structure;
 - f) expansions or alterations to existing buildings and structures for *agricultural uses*, *agriculture-related uses*, or *on-farm diversified uses* and expansions to existing residential dwellings if it is demonstrated that:
 - i. there is no alternative, and the expansion or alteration in the feature is minimized and, in the *vegetation protection zone*, is directed away from the feature to the maximum extent possible; and
 - ii. the impact of the expansion or alteration on the feature and its functions is minimized and mitigated to the maximum extent possible; and
 - g) small-scale structures for recreational uses, including boardwalks, footbridges, fences, docks, and picnic facilities, if measures are taken to minimize the number of such structures and their *negative impacts*.
2. Outside of *settlement areas*, proposals for large-scale *development* proceeding by way of plan of subdivision, vacant land plan of condominium or site plan may be permitted within a *key hydrologic area* where it is demonstrated that the *hydrologic functions*, including the *quality and quantity of water*, of these areas will be protected and, where possible, enhanced or restored through:
- a) the identification of planning, design, and construction practices and techniques;
 - b) meeting other criteria and direction set out in the applicable *watershed planning or subwatershed plans*;
 - c) and meeting any applicable provincial standards, guidelines, and procedures.

4.2.4 Lands Adjacent to Key Hydrologic Features and Key Natural Heritage Features

1. Outside settlement areas, a proposal for new development or site alteration within 120 metres of a key natural heritage feature within the Natural Heritage System for the Growth Plan or a key hydrologic feature will require a natural heritage evaluation or hydrologic evaluation that identifies a vegetation protection zone, which:
 - a) is of sufficient width to protect the key natural heritage feature or key hydrologic feature and its functions from the impacts of the proposed change;
 - b) is established to achieve and be maintained as natural self-sustaining vegetation; and

-
- c) for key hydrologic features, fish habitat, and significant woodlands, is no less than 30 metres measured from the outside boundary of the key natural heritage feature or key hydrologic feature.
- 1.
 2. Evaluations undertaken in accordance with policy 4.2.4.1 will identify any additional restrictions to be applied before, during, and after *development* to protect the *hydrologic functions* and *ecological functions* of the feature.
 3. *Development* or *site alteration* is not permitted in the *vegetation protection zone*, with the exception of that described in policy 4.2.3.1 or shoreline *development* as permitted in accordance with policy 4.2.4.5.
 4. Notwithstanding policies 4.2.4.1, 4.2.4.2 and 4.2.4.3:
 - a) a natural heritage or hydrologic evaluation will not be required for a proposal for development or site alteration on a site where the only key natural heritage feature is the habitat of endangered species and threatened species;
 - b) new buildings and structures for agricultural uses, agriculture-related uses, or on-farm diversified uses will not be required to undertake a natural heritage or hydrologic evaluation if a minimum 30 metre vegetation protection zone is provided from a key natural heritage feature or key hydrologic feature; and
 - c) uses permitted in accordance with policy 4.2.4.4 b):
 - iii. are exempt from the requirement of establishing a condition of natural self-sustaining vegetation if the land is, and will continue to be, used for agricultural purposes; and
 - iv. will pursue best management practices to protect and restore key natural heritage features, key hydrologic features, and their functions.
 5. Outside of *settlement areas*, in developed shoreline areas of inland lakes that are designated or zoned for concentrations of *development* as of July 1, 2017, infill *development*, *redevelopment* and resort *development* is permitted, subject to municipal and agency planning and regulatory requirements, if the *development* will:
 - a) be integrated with existing or proposed parks and trails, and will not constrain ongoing or planned stewardship and remediation efforts;
 - b) restore, to the maximum extent possible, the ecological features and functions in developed shoreline areas; and
 - c) in the case of redevelopment and resort development:
 - i. establish, or increase the extent and width of, a *vegetation protection zone* along the shoreline to a minimum of 30 metres;
 - ii. increase the extent of fish habitat in the littoral zone;
 - iii. be planned, designed, and constructed to protect hydrologic functions, minimize erosion, and avoid or mitigate sedimentation and the introduction of nutrient or other pollutants into the lake;

- iv. exclude shoreline structures that will impede the natural flow of water or exacerbate algae concerns along the shoreline;
- v. enhance the ability of native plants and animals to use the shoreline as both wildlife habitat and a movement corridor;
- vi. use lot-level stormwater controls to reduce Stormwater runoff volumes and pollutant loadings;
- vii. use natural shoreline treatments, where practical, for shoreline stabilization, erosion control, or protection;
- viii. meet other criteria and direction set out in applicable watershed planning and subwatershed plans;
- ix. be serviced by sewage works which reduce nutrient inputs to groundwater and the lake from baseline levels; and
- x. demonstrate available capacity in the receiving water body based on inputs from existing and approved development.

Appendix 5 – PDS 9-2021

Excerpt from the Existing Regional Official Plan (ROP, 2014)

7.A.2 Water Resources

Objectives

Objective 7.A.2.A To protect, improve or restore the quantity and quality of ground and surface water resources.

Objective 7.A.2.B To maintain or restore natural stream form and flow characteristics in the region's watercourses.

Policies

Policy 7.A.2.1 Development and site alteration shall only be permitted if it will not have negative impacts, including cross-jurisdictional and cross-watershed impacts, on:

- a) The quantity and quality of surface and ground water;
- b) The functions of ground water recharge and discharge areas, aquifers and headwaters;
- c) The natural hydrologic characteristics of watercourses such as base flow;
- d) Surface or ground water resources adversely impacting on natural features or ecological functions of the Core Natural Heritage System or its components;
- e) Natural drainage systems, stream forms and shorelines; and
- f) Flooding or erosion.

Policy 7.A.2.2 Development and site alteration shall be restricted in the vicinity of vulnerable surface and ground water features of importance to municipal water supplies so that the safety and quality of municipal drinking water will be protected or improved.

Policy 7.A.2.3 As watershed and ground water studies identify surface and ground water features, hydrologic functions and natural heritage features and areas necessary for the ecological and hydrologic integrity of Niagara's watersheds, the Region shall consider appropriate amendments to this Plan.

Policy 7.A.2.4 Efficient and sustainable use of water resources shall be promoted, including practices to conserve water and protect or enhance water quality.

Policy 7.A.2.5 Combined sewer overflows and sewage treatment plant bypasses have significant environmental impacts. The elimination of sewer overflows and bypasses shall be a Regional priority.

Policy 7.A.2.6 A stormwater management plan and a sediment and erosion control plan prepared and signed by a qualified engineer may be required with a development application depending on:

- a) The scale and nature of the proposal; and
- b) Site-specific environmental conditions.

A stormwater management plan shall be required with an application for development or site alteration in the Unique Agricultural Areas.

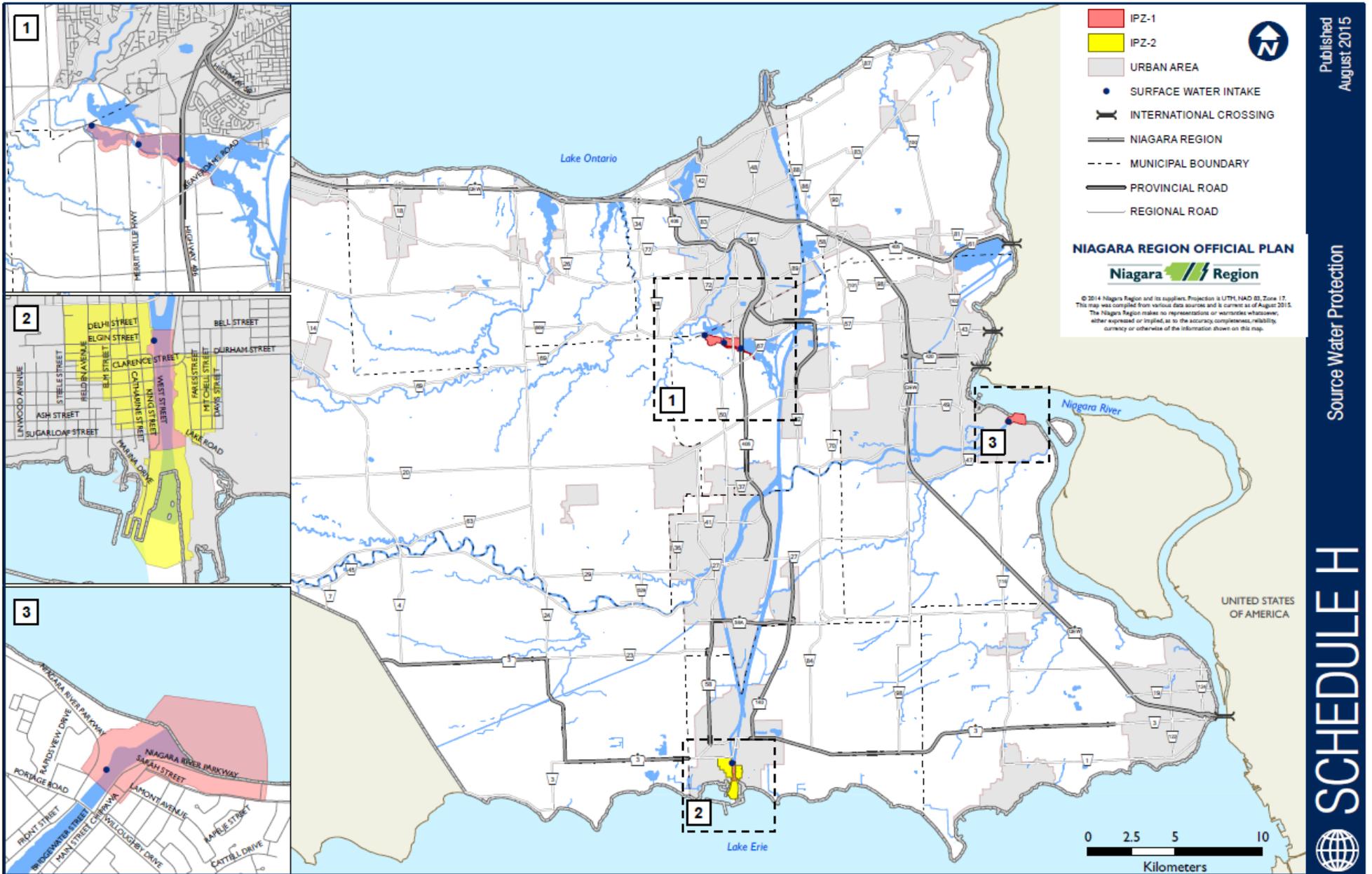
Stormwater management plans shall be prepared in accordance with Policy 7.A.2.1, with the Ontario Ministry of the Environment Stormwater Management Planning and Design Manual 2003 or its successor, and with watershed and/or environmental planning studies for the area.

A stormwater management plan and a sediment and erosion control plan shall not be required for a new mineral aggregate operation or an expansion to an existing operation where these matters are adequately addressed through studies prepared to meet the requirements of the Aggregate Resources Act.

Policy 7.A.2.7 A stormwater management plan submitted with an application for development shall demonstrate that the proposal will minimize vegetation removal, grading and soil compaction, erosion and sedimentation, and impervious services as well as meeting the requirements of Policy 7.A.2.6. Stormwater management facilities shall not be constructed in Core Natural Heritage Areas, Fish Habitat, key hydrologic features, or in required vegetation protection zones in the Unique Agricultural Areas unless permitted under Chapter 7.B of this Plan.

Policy 7.A.2.8 Prior to any planning approvals, new development applications requiring a Provincial Permit to Take Water shall satisfy the Region that the water taking will not have negative impacts on natural ecosystems or the quality and quantity of water to meet existing and planned uses.

- Policy 7.A.2.9 Development and site alteration shall not have significant adverse impacts on ground water quality or quantity. In areas where development and site alteration could significantly affect ground water quality or quantity the Region shall require further review of potential impacts.
- Policy 7.A.2.10 The Region shall oppose the transfer of water outside the Great Lakes Basin.
- Policy 7.A.2.11 The Region recognizes the importance of municipal drains for drainage of agricultural lands and, in some areas, for conveying irrigation water. The Region supports design, construction and maintenance of Requisition and Petition Drains authorized under the Drainage Act in accordance with Best Management Practices to avoid significant detrimental effects on farmland, water resources, natural areas and fish and wildlife habitat and encourages local municipalities to include policies in their official plans to achieve this.





Drinking Water Source Protection Primer: For Municipal Councillors

Your community relies on safe, sustainable drinking water. Protecting the water at its source is an important first step in the drinking water safety net.

Ontario has a comprehensive Drinking Water Source Protection Program to ensure sources of municipal drinking water are protected now and into the future. Under this program, local source protection plans developed under the *Clean Water Act, 2006*, are in place. These plans contain policies that protect municipal drinking water sources (water found in lakes, rivers and groundwater aquifers) from contamination and overuse.

Meet your statutory standard of care responsibilities

Source protection plans require municipalities to implement policies to protect the source water for their drinking water systems. The *Safe Drinking Water Act, 2002*, includes a statutory standard of care (section 19) for individuals with oversight responsibilities for municipal drinking water systems, including municipal councillors.

This standard ensures that you are practicing due diligence to protect public health when making decisions that could affect drinking water. This includes a consideration of the source water characteristics as well as the risks posed to it.



Learn more at: ontario.ca/page/taking-care-your-drinking-water-guide-members-municipal-councils.

Ensure source protection planning is in place

New regulation 205/18 has been established under the *Safe Drinking Water Act, 2002*, to ensure that source protection planning is in place for new and changing municipal systems, before treated drinking water is provided to the public. The



Review the source protection plan for your area to find out what policies are to be implemented within your municipality and what actions are being taken to protect drinking water vulnerable areas.

- Understand how **source protection plan policies** can impact building requirements. Development applications and planning or building permits may be flagged at a municipality for land use planning policies. These applications or permits often need to be reviewed by the local risk management official (RMO) before they can be submitted to the municipality. Proposed activities may require a risk management plan, or in some cases are prohibited.
- When a **risk management plan** is needed, a risk management official works with the landowners/renters to develop a plan that contains measures to protect drinking water sources. A risk management plan is only required when a property is in a vulnerable area and the activity being undertaken poses a significant level risk to drinking water sources.
- **Sewage systems** identified under the *Clean Water Act* as causing significant level risks to drinking water sources, are subject to mandatory inspections through the *Building Code Act, 1992*.
- The Drinking Water Source Protection Program does not include **individual private wells**. A private well owner needs to regularly sample their water to test its quality, and properly maintain their well to protect water sources.

regulation came into effect on July 1, 2018. Municipal residential drinking water system owners are now responsible for ensuring that vulnerable areas are delineated and vulnerability scores are identified before they apply for a drinking water works permit. Source protection plans must also be amended and approved prior to the treated water being supplied to the public.

Notify your local conservation authority immediately, when planning changes to your drinking water systems, or planning for a new well/intake or a new system.

Provincial Policy Statement

Municipalities and other planning authorities must follow the Provincial Policy Statement. Section 2.2.1 mandates planning authorities to protect, improve or restore the quality and quantity of water. This includes protecting vulnerable areas associated with drinking water sources.

Be informed

- **Your constituents** may come to you with questions about the source of their drinking water supply. Find out how drinking water source protection benefits your region, and the cost of the protection. Know how many municipal wells/surface water intakes there are, where they are located, and who they serve in your municipality. Determine these with help from your municipal staff and local conservation authority.
- **Municipalities** are responsible for implementing more than half of the policies found in source protection plans. Many of these policies are legally binding.

For more on source protection planning, visit protectingwatermatters.ca.



What's a vulnerable area?

Drinking water source protection is based on science. Local scientific data was used to create maps that show drinking water vulnerable areas. In these areas, we need to pay attention to activities causing contamination and overuse of our municipal drinking water sources.

To find out if a property is located in a drinking water vulnerable area, search the Source Protection Information Atlas at ontario.ca/page/source-protection.

There are four types of vulnerable areas:

1. Wellhead protection areas (WHPAs)

are areas around municipal wells where the groundwater is travelling toward that well when the well is being pumped. These areas should be protected from risks to the quality and quantity of the drinking water source.

2. Intake protection zones (IPZs)

are areas of land and water around surface water intakes that should be protected from risks to the quality and quantity of the drinking water source.

3. Significant groundwater recharge areas (SGRAs)

are areas where a relatively high percentage of precipitation seeps into the ground to help maintain the water level in an aquifer that supplies a community or private residence with drinking water.

4. Highly vulnerable aquifers (HVAs)

are areas that are particularly susceptible to contamination based on factors such as the aquifer depth underground, the soil types, soil permeability and other characteristics of the surrounding soil or rock.

If a water quality issue is identified by source protection committees under the *Clean Water Act*, issue contributing areas (ICAs) can be delineated within the vulnerable areas. Examples of issues identified in Ontario include nitrate and sodium. Mandatory policies apply within issue contributing areas in order to ensure that the source water quality is protected or improved.

Know the threats to drinking water sources

The *Clean Water Act* identifies activities that could pose a threat to drinking water sources under certain circumstances. These threat activities may be significant, moderate or low level risks. Identified threats include:

- Application, handling and storage of agricultural source material (such as manure), non-agricultural source material (such as biosolids), commercial fertilizer, and pesticides.
- Handling and storage of fuel, dense non-aqueous phase liquids (DNAPLs*), and organic solvents.
- Management of aircraft de-icing chemical runoff.
- Land used for livestock grazing or pasturing, outdoor confinement areas, and farm-animal yards.
- Application, handling and storage of road salt, and storage of snow.
- The establishment, operation and maintenance of systems that collect, store, transmit, treat or dispose of sewage (such as septic systems and sewage treatment plants, stormwater management facilities).
- The establishment, operation and maintenance of waste disposal sites (such as landfills).
- Activities that take water from a water body without returning the water to the same water body.
- An activity that reduces the recharge of an aquifer.
- The establishment and operation of a liquid hydrocarbon pipeline (added in April 2018, through an amendment to the *Clean Water Act*).

**DNAPLs, or dense non-aqueous phase liquids, are a particularly hazardous group of substances that are heavier than water and are difficult to remove once they contaminate a water source.*



Have you seen this Drinking Water Protection Zone sign?

These signs are appearing across Ontario to raise awareness about the vulnerability of our municipal drinking water sources. Governments at the local and provincial level are placing signs along roadways where a pollution spill could have a negative impact on our drinking water sources.



120 Bayview Pkwy
Newmarket, ON L3Y 3W3
905-895-0716

DRINKING WATER
SOURCE PROTECTION
Our Actions Matter



CITY OF PORT COLBORNE

Municipal Offices
66 Charlotte Street
Port Colborne, Ontario
L3K 3C8
www.portcolborne.ca

Corporate Services Department, Clerk's Division

November 5, 2020

Ann-Marie Norio

Regional Clerk, Niagara Region
1815 Sir Isaac Brock Way
Thorold, ON L2V 4T7

Sent via E-mail

Dear Ms. Norio:

Re: Resolution – Designating the Vulnerable Aquifer Schedule B of Official Plan as a Source Water for Rural Residents of Port Colborne

Please be advised that, at its meeting of October 26, 2020, the Council of The Corporation of the City of Port Colborne resolved as follows:

That Council recognizes the Aquifer as identified in Schedule B3 of the Official Plan as a source water for the rural residents of the City; and

That the Director of Planning and Development be directed to amend the Official Plan to include the Aquifer such that the Aquifer receives the same consideration and protection from susceptible threats of contamination or adverse impact as the intake protection zones (IPZ-1 and IPZ-2); and

That the Region of Niagara, Township of Wainfleet, City of Welland, Town of Fort Erie and Niagara Peninsula Conservation Authority be notified of the City's action and be requested to pursue similar updates to their municipal planning documents in order to protect the aquifer.

A copy of the above noted resolution is enclosed for your reference. Your favourable consideration of this request is respectfully requested.

Sincerely,

Amber LaPointe
City Clerk

Encl.

ec: Township of Wainfleet, City of Welland, Town of Fort Erie, and Niagara Peninsula Conservation Authority



Memorandum

To: Mayor Steele and Members of Council

From: Councillor Harry Wells

Date: October 26, 2020

Re: **Designating the Vulnerable Aquifer Schedule B3 of Official Plan as a source water for rural residents of Port Colborne**

The City has received a significant number of requests from citizens urging and pleading the decision makers for the City to protect the vulnerable aquifer identified in Schedule B3 of the City's Official Plan (OP). The rural community of Port Colborne and other settlements in Ontario and New York state depend on this same aquifer to supply them their everyday need for fresh consumable water.

We are surrounded by high quality fresh water and because of this many of us take it for granted until we turn on the tap and no water comes out or the water that does come out is not suitable for consumption. A mere 0.014% of all water on Earth is both fresh and easily accessible with 97% of the remaining water being saline, and a little less than 3% being difficult to access. We are so fortunate to have this quality and quantity of fresh water and we as decision makers for the City are accountable to make the appropriate decision to protect it. This Council has to take the lead in acknowledging that water is a scarce and precious resource and that protecting the quality of the aquifer is a necessity, not an option.

The Provincial Policy Statement (PPS) calls for the protection of resources, public health and safety, and the quality of the natural environment. The policies of the PPS represent minimum standards and the PPS recognizes and expects Planning authorities and decision-makers to go beyond these minimum standards to address matters of importance to their community, as long as doing so does not conflict with any policy of the PPS. The policies of the PPS are expected to be complemented by City generated policies and plans regarding matters of interest to the City such as protecting the Aquifer.

The Clean Water Act regulates the municipal drinking water system and addresses Intake Protection Zones and *recognizes that the people of Ontario are entitled to expect their drinking water to be safe*. The Niagara Peninsula Source Protection Plan, and the City's OP and Zoning By-law (ZBL) establish levels of protection for identified intake protection zones for the City's urban drinking water system but, presently there are no policies for private water supply for rural residents. The issue being the Aquifer is not

privately owned and is accessible to the public. The current Regional Official Plan calls on the City to develop and adopt Local Official Plans and Secondary Plans containing more detailed environmental policies in conformity with Provincial and Regional policies and Plans.

The City is responsible for its local water distribution network and local sewer collection system so it should also be responsible for protecting the City's rural source of water the Aquifer. The *Niagara Peninsula Conservation Authority's*, Niagara Drinking Water Source Protection Plan States "We all need and deserve safe drinking water and, in this regard, it is in everyone's interest to ensure that our drinking water is safe and secure".

I am requesting that Council approve the following motion;

That Council recognizes the Aquifer as identified in Schedule B3 of the Official Plan as a source water for the rural residents of the City; and

That the Director of Planning and Development be directed to amend the Official Plan to include the Aquifer such that the Aquifer receives the same consideration and protection from susceptible threats of contamination or adverse impact as the intake protection zones (IPZ-1 and IPZ-2); and

That the Region of Niagara, Township of Wainfleet, and Town of Fort Erie be notified of the City's action and be requested to pursue similar updates to their municipal planning documents in order to protect the aquifer.

Thank you for your consideration,

Harry Wells
Ward 4 Councillor

Administration

Office of the Regional Clerk

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

Telephone: 905-685-4225 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

March 3, 2021

CL 4-2021, February 25, 2021
PEDC 2-2021, February 17, 2021
PDS 7-2021, February 17, 2021

DISTRIBUTION LIST

SENT ELECTRONICALLY

RE: Niagara Official Plan Process and Local Municipality Conformity

Regional Council, at its meeting of February 25, 2021, approved the following recommendation of its Planning and Economic Development Committee:

That Report PDS 7-2021, dated February 17, 2021, respecting Niagara Official Plan Process and Local Municipality Conformity, **BE RECEIVED** and **BE CIRCULATED** to the Local Area Municipalities, Niagara Peninsula Conservation Authority (NPCA), and Niagara Home Builders Association.

A copy of Report PDS 7-2021 is enclosed for your information.

Yours truly,



Ann-Marie Norio
Regional Clerk
:me

CLK-C 2021-032

Distribution List: Local Area Municipalities
Niagara Peninsula Conservation Authority
Niagara Home Builders Association
K. McCauley, Acting Manager, Long Range Planning
D. Giles, Acting Commissioner, Planning & Development Services
N. Oakes, Executive Assistant to the Commissioner, Planning & Development Services

Subject: Niagara Official Plan Process and Local Municipal Conformity

Report to: Planning and Economic Development Committee

Report date: Wednesday, February 17, 2021

Recommendations

1. That Report PDS 7-2021 **BE RECEIVED** for information; and
2. That Report PDS 7-2021 **BE CIRCULATED** to the Local Area Municipalities, Niagara Peninsula Conservation Authority (NPCA), and Niagara Home Builders Association.

Key Facts

- The purpose of this report is to provide Committee with an overview of the Niagara Official Plan (“NOP”) process and the subsequent conformity requirements of local municipalities.
- The NOP is the planning document that guides land use and development over the long term. Its requirements are set out in the *Planning Act, 1990* and it is foundational for the management of growth and the social, economic and environmental resources across the region.
- The Niagara Official Plan must be adopted by July 1, 2022 to meet the conformity deadline set by the Province.
- The policies of the NOP are prepared in the Regional context but must also consider their applicability to each community and must be balanced and implementable for Local Councils.
- Each local municipality has its own Official Plan and Zoning By-law that will require amendments to be brought into conformity with the NOP, once approved.
- Section 27 of the *Planning Act, 1990* requires local area municipalities to initiate conformity amendments to implement the policy direction of the NOP. Local municipalities have one year to bring the local Official Plan and Zoning By-laws into conformity once the NOP comes into effect.

- Public consultation is an important part of the planning process. In a two-tier system, the regulatory responsibilities between upper and lower tier municipalities is not always clear. This has been evident during consultation for the NOP.
- Consultation at the local level will occur, and may be supplemented by consultation from the NOP, as local municipalities will be required to initiate public and stakeholder consultation programs in conjunction with their Local Official Plan and Zoning By-law update programs.
- As required by the *Planning Act, 1990*, local planning documents are required to be brought into conformity quite expeditiously and doing so will require adequate resource allocation by local municipalities.
- This report was discussed with Area Planners on Friday January 22, 2021, and the direction and objective of this report was supported.

Financial Considerations

There is no financial impact directly associated with this report.

Local municipalities should be prepared to commit funding to their own Official Plan and Zoning By-law update programs upon adoption of the NOP. The funding commitment for conformity work could commence as early as 2022-2023.

Funding for Official Plans and Zoning By-laws are recoverable, in part, through Development Charge and Building Permit revenues. Local municipalities presently or intending to update their Development Charges By-law or Building Permit fee structure should ensure these items are captured accordingly.

Analysis

An Official Plan is the planning document that guides land use and development over the long term. Its requirements are set out in the *Planning Act, 1990* and is foundational for the management of growth and the social, economic, and environmental resources across the region.

Regional Planning staff have been working towards the preparation of NOP since 2017, following the completion of the Province's Coordinated Plan Review (CPR). Through the CPR, the Region consulted area planners and prepared joint submissions to the

Province on comments related to the review and update of *A Place to Grow – Growth Plan for the Greater Golden Horseshoe*, the *Greenbelt Plan* and the *Niagara Escarpment Plan*. These submissions demonstrated the alignment of Regional and local municipal interest in how Provincial policy is applied in Niagara.

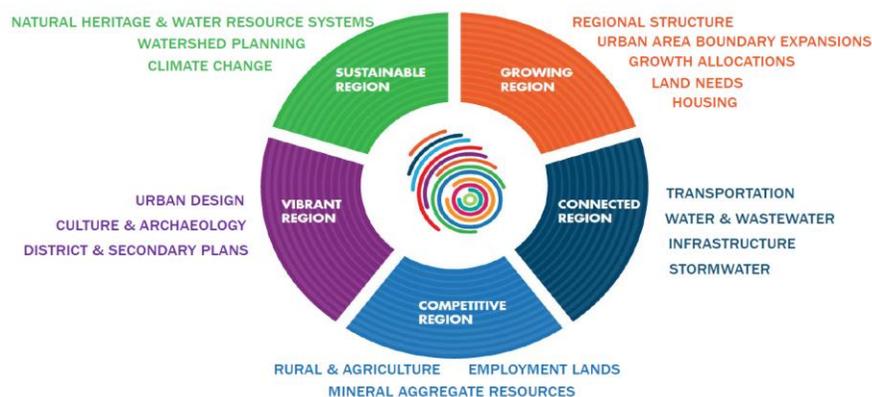
The *Planning Act, 1990* requires all municipal Council decisions to be consistent with, conform to, or not conflict with the applicable Provincial policy. Regional and local planning staff must provide planning advice and make recommendations under the same requirements.

The NOP program has a number of background studies that are informing the NOP, including Growth Management, Natural Heritage Systems, Employment Strategy, Housing Strategy, Land Needs Assessment and Settlement Area Boundary Review, Agricultural Systems Review and climate change considerations. This work is completed at a Regional scale and in the context of the Region’s mandate.

Throughout the NOP work plan and the preparation of the background studies, the Region has maintained a consistent level of engagement with area planners, stakeholders, special interest groups, Regional and Local committees and Council, and the public. General input and specific input on key milestones has been consolidated and reflected in the work going forward. Consultation is further detailed later in the report.

Regional Planning staff will continue to finalize these background studies, collect data and prepare draft policies to present a complete draft of the NOP for the end of 2021. Timing for conformity with the *Growth Plan* is July 1, 2022.

The NOP has five components, as shown in the graphic below:



The following sections highlights some of the NOP topic areas that may require additional study work by local municipalities to implement the direction of the NOP. Other areas of the NOP will need to be implemented through the local municipal conformity exercises and this implementation will be done in the context of conformity with Provincial policy.

The policies of the NOP are prepared in the Regional context but must also consider their applicability to each community and must be balanced and implementable for Local Councils.

Growth Management

Growth is coming to Niagara and the governments must proactively prepare for and manage this growth. Within the NOP, the Regional Structure will identify strategic growth areas where a significant portion of growth and intensification should be directed.

As discussed with area planners, the NOP will allocate the Niagara's population and employment growth forecasts to local municipalities to 2051. This growth will be accommodated through specific density targets in strategic growth areas, designated greenfield areas for new development and intensification rates in built-up areas.

Through conformity exercises, local municipalities will define the boundaries for strategic growth areas (where applicable), prepare secondary plans or district plans for new or evolving areas and identify areas for potential redevelopment through intensification strategies.

Within the context of the local official plan, municipalities will have the ability to balance and manage growth and development at the local level.

Employment

The employment strategy will identify and map employment areas to protect clusters of employment land across the Region. The employment areas will be mapped in a schedule of the NOP and policies will set a framework to maintain and protect existing employment areas to meet forecasted need.

Protecting employment areas will contribute to a complete community structure and ensure a full spectrum of employment job options is available to support the local economy.

Through the conformity exercise, local municipalities will update mapping to designate employment areas at the local level and include policy that supports the long-term retention of these areas.

In addition, population related employment growth will need to be provided through commercial and mixed use development. This type of employment is typically more compatible with and serves residential needs. Local municipalities will be encouraged to incorporate mixed-use area policies to support population-related employment and the creation of a complete community.

Housing Strategy

Niagara is in need of more diverse housing options in order to remain affordable. A diverse range of housing will ensure choice and provide the opportunity for residents to stay within their neighbourhood as housing needs change over time and provide the ability to age in place.

The Housing Strategy suggests Niagara will require more mid to higher density development than has traditionally occurred. This means development of townhouses, apartments and mixed-use building to meet the needs of current and future residents. Compact, denser development will enhance the community structure, support transit, and make efficient use of services and public facilities.

Forecasted population growth allocations together with demographic analysis will inform the housing mix (i.e. the ratio of types of housing) and affordability targets for the Region.

Local Official Plans will implement the recommendations of the Housing Strategy to ensure an appropriate housing mix and affordability. Not all municipalities will plan for the same housing mix. For this reason, the local municipality may wish to use local data to complete their own detailed housing analysis to identify their housing needs.

Secondary planning and intensification strategies will also assist local municipalities to prepare plans for a strong, healthy, balanced and complete community, as well as

address development and redevelopment pressure, to ensure growth aligns with the context of the surrounding neighbourhood.

Natural Heritage System/Watershed Study

The NOP will have policies that identify and protect the natural heritage system and the water resource system. Together, these will form the Region's environment system.

The natural environmental system approach must be balanced and designed with consideration of the unique attributes of each geographic area of the Region. The preferred approach to implement is still under review. The final direction will require detailed policies and other implementation tools.

Each local municipality will implement the preferred approach through their conformity exercise. This conformity will provide a level of protection of the natural heritage system. Through future planning applications/projects, more detailed environmental planning studies or environmental impact statements may be undertaken to support the proposal. These studies/statements would be reviewed and approved by the local municipality through development application process.

Niagara Official Plan Completion and Local Implementation Programs

Once adopted by Council, the NOP will require approval from the Ministry of Municipal Affairs and Housing (MMAH). The Ministry will review the policy content, post to the ERO for public comment and confirm consistency, conformity, or no conflict, with Provincial Plans. MMAH may modify the NOP as a result of this review.

Following approval on the NOP, under Section 27 of the *Planning Act, 1990*, local municipalities are required to initiate conformity amendments and have one year to update their Official Plans to bring them into conformity with the NOP.

The amount of work to be done by local municipalities to conform to the NOP will depend on a number of factors, including how recently the local Official Plan was updated, if the municipality chooses to undertake more localized study work, and if the local Official Plan has already completed amendments to implement changes made through coordinated Provincial plan review.

Potential tools and options to assist with conformity are discussed below.

District Planning / Regional Strategic Growth Areas

District Plans are prepared by the Region, with input and involvement of the local municipality, as an intermediate step for more detailed planning analysis between Regional growth planning and local planning instruments. District Plans provide proactive planning strategies that focus on growth, the development of complete communities, and support economic prosperity. These Plans are prepared in collaboration with a variety of stakeholders and with input from the public.

Existing District Plan locations were selected for their ability to accommodate a significant amount of the future growth. The Region continue to engage the local municipalities and key stakeholders to implement and monitor these Plans.

Secondary Plans

Secondary Plans are prepared and implemented by the local municipality for areas that require detailed land use planning direction. They follow a statutory process and involve significant community and stakeholder consultation at the local level. The Region's role is to participate in the process and act as the approval authority, where required.

Secondary Plans are intended to implement the Regional Structure at the local level and will be prerequisite for strategic growth areas, new designated greenfield areas and to implement District Plans. They may also be required for detailed land use direction for existing greenfield areas and built-up areas that are facing development pressure.

Proactive Secondary Planning is essential to manage growth and to set expectations for the community. The Region will continue to work collaboratively with the local municipalities on these plans to proactively guide development. This process will also ensure efficient land use, appropriate mix of built form, consider infrastructure and transportation requirements, natural and cultural heritage protection, urban design, and similar matters beyond general policy.

Secondary Plans are prepared based on community input. No two Secondary Plans are the same; each plan is different and dependent on the surrounding neighbourhood context and input from the public.

Zoning

In addition to local Official Plan conformity, local municipalities must update their Zoning By-law to conform with the NOP. This is where *"the rubber hits the road"* – when

individual property owners are explicitly informed of land use changes affecting their property. This process is the responsibility of the local municipality and provides another opportunity to engage local area residents, businesses and stakeholders on changes required for conformity.

Zoning can be the most volatile phase as this process targets properties that will see land use permissions change. It also provides for opportunities for representation to local Council. For this reason, it is important for the Regional policies to allow for some discretion, as the Region is only a commenting authority on zoning by-law updates and amendments.

Consultation and engagement

Local area planners have been included throughout the NOP process. The Region has connected with area planners regularly since 2016, including monthly or bi-monthly scheduled area planners meetings, one-on-one meetings to discuss topic-specific content, information sharing and joint report submissions on changes to provincial policy, and information and discussion on policy direction. This consultation will continue with regular area planners meetings already scheduled for the balance of 2021. Additional meetings will be added as required or desired.

Other consultations undertaken to date include presentations to Regional and local councils, regular Planning Advisory Committee meetings, in-person and virtual public information centres, online surveys and meetings with stakeholder groups.

Consultation efforts will continue throughout the preparation of the NOP. Engagement with Regional Councillors, local area municipal staff and Council members, as well as future public information centres and stakeholder meetings will help collect a broad spectrum of input to inform the NOP policies and mapping. Ongoing consultation will continue leading up to the release of the NOP in late 2021.

As robust as the NOP engagement strategy is, consultation and involvement does not stop there. Local municipalities will engage their communities through their own Official Plan and Zoning By-law conformity exercises. Engagement through this process is often more targeted to local landowners as specific property changes can be identified.

Development Application Portal

The Region and local municipalities are working together to create a development portal that will standardize development applications and track performance of allocations, intensification and density assignments. Some local governments have already moved to digital submission, but the first step in Niagara is to establish uniformity in planning applications, submission requirements and key performance indicators for monitoring.

Conclusion

Regional Planning staff have provided this report for information and awareness of the importance of the NOP process and the subsequent responsibility of local municipalities to bring planning documents into conformity with the NOP.

Local planning documents are required to be brought into conformity quite expeditiously. Doing so will require adequate resource allocation by local municipalities. Local municipalities may wish to start identifying staffing resources and budget allocation early to accommodate a timely conformity exercise.

As noted above, local municipal Councils will have the opportunity to further refine planning policy/mapping through detailed planning analysis in the local context. In addition, there will be many opportunities to consult and engage local residents through the NOP, local Official Plan conformity exercises, zoning updates, future Secondary Plans/planning studies and development applications.

This report was discussed with the Area Planners on Friday January 22, 2021, and the direction and objective of this report was supported.

Alternatives Reviewed

This report is for information purposes and to note the requirement under Section 27 of the *Planning Act, 1990* to bring local Official Plans and Zoning By-laws into conformity following the approval of the NOP.

No alternatives are available.

Relationship to Council Strategic Priorities

The Niagara Official Plan is important to address Council's priorities, being:

- Supporting Businesses and Economic Growth;
- Healthy and Vibrant Community; and
- Responsible Growth and Infrastructure Planning.

Implementation of the Niagara Official Plan will help support these priorities and serve to provide local municipalities the policy guidance needed during the own Official Plan conformity exercises.

Other Pertinent Reports

PDS 4-2021	Niagara Official Plan – Steps and Directions Moving Forward
PDS 35-2020	Niagara Official Plan - Consultation Update
PDS 28-2020	Regional Structure Background Report
PDS 1-2020	New Niagara Official Plan - Public Consultation Summary
PDS 33-2019	Growth Management Program Update for New Official Plan
PDS 9-2019	New Official Plan Consultation Timeline Framework
CWCD 421-2019	New Niagara Official Plan Updates

Prepared by:
Kirsten McCauley, MCIP, RPP
Acting Manager, Long Range Planning
Planning and Development Services

Recommended by:
Doug Giles, MES, BUP
Acting Commissioner
Planning and Development Services

Submitted by:
Ron Tripp, P.Eng.
Acting Chief Administrative Officer

This report was reviewed by Isaiah Banach, Acting Director of Community and Long Range Planning.

Administration

Office of the Regional Clerk

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

Telephone: 905-685-4225 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

March 3, 2021

CL 4-2021, February 25, 2021
PEDC 2-2021, February 17, 2021
PDS 1-2021, February 17, 2021

Local Area Municipalities
Niagara Peninsula Conservation Authority

SENT ELECTRONICALLY

RE: Natural Environment Work Program – 2nd Point of Engagement

Regional Council, at its meeting of February 25, 2021, approved the following recommendation of its Planning & Economic Development Committee:

That Report PDS 1-2021, dated February 17, 2021, respecting Natural Environment Work Program - 2nd Point of Engagement, **BE RECEIVED** and **BE CIRCULATED** to the Local Area Municipalities and the Niagara Peninsula Conservation Authority (NPCA).

A copy of Report PDS 1-2021 is enclosed for your information. The appendices to Report PDS 1-2021 can be found attached to the Planning and Economic Development Committee agenda of Wednesday, February 17, 2021, at the link below:

<https://www.niagararegion.ca/government/council/committees/pedc/default.aspx>

Yours truly,



Ann-Marie Norio
Regional Clerk
:me

CLK-C 2021-031

Distribution List: S. Norman, Senior Planner
D. Giles, Acting Commissioner, Planning & Development Services
N. Oakes, Executive Assistant to the Commissioner, Planning & Development Services

Subject: Natural Environment Work Program – 2nd Point of Engagement

Report to: Planning and Economic Development Committee

Report date: Wednesday, February 17, 2021

Recommendations

1. That Report PDS 1-2021 **BE RECEIVED** for information; and
2. That Report PDS 1-2021 **BE CIRCULATED** to the Local Area Municipalities and the Niagara Peninsula Conservation Authority (NPCA)

Key Facts

- The purpose of this report is to present a summary of the 2nd Point of Engagement for the Natural Environment Work Program, including input received, which has recently been completed in support of the new Niagara Official Plan.
- A decision on the final preferred option for the Natural Heritage System (NHS) and Water Resource System (WRS) is not being requested at this time. That will be requested from Committee and Council as part of the Joint Consolidated Official Plan Report to be considered in April 2021.
- Based on the input received – additional analysis of each of the NHS and WRS options in each of the urban areas of the Region is currently being undertaken by Staff with the support of the Consultant team. The results of this additional analysis will be used to inform the decision on the final preferred options.
- The full report entitled “*Natural Environment Work Program: Consultation Summary Report – 2nd Point of Engagement*” prepared by the Consultant team is attached to this report as Appendix 1.

Financial Considerations

The ongoing costs associated with the current Natural Environment Work Program are accommodated within the Council approved project budget for the Niagara Official Plan.

Analysis

The 2nd Point of Engagement is Phase 5 of the Natural Environment Work Program - Consultation on Options for the Natural Systems. The following is an overview of the activities undertaken and a summary of the input received.

List of Consultation Activities Conducted

The following activities were undertaken as part of the 2nd Point of Engagement:

Date	Activity
July 15, 2020	Presentation to Planning and Economic Development Committee (PEDC) (PDS 26-2020)
August 28, 2020	Introduction Presentation to Area Planners
September 11, 2020	Meeting with Port Colborne Planning Staff
September 14, 2020	Meeting with Niagara Falls Planning Staff
September 15, 2020	Meeting with St. Catharines Planning Staff
September 16, 2020	Presentation to Provincial Planning Staff (MMAH, MNRF, & MECP)
September 16, 2020	Presentation to Niagara Escarpment Commission (NEC) Staff
September 16, 2020	Presentation to Planning Advisory Committee (PAC)
September 17, 2020	Presentation to Niagara Peninsula Conservation Authority (NPCA) Board
September 18, 2020	Meeting with Lincoln Planning Staff
September 18, 2020	Stakeholder Workshop – Development Community & Planning and Ecological Consultants
September 21, 2020	Meeting with Wainfleet Planning Staff
September 21, 2020	Meeting with Fort Erie Planning Staff
September 21, 2020	Stakeholder Workshop – Agricultural Community

Date	Activity
September 22, 2020	Meeting with West Lincoln Planning Staff
September 22, 2020	Stakeholder Workshop – Environmental Stakeholder Groups
September 23, 2020	Meeting with Grimsby Planning Staff
September 23, 2020	Virtual Public Information Centre 1 (Natural Heritage System)
September 24, 2020	Presentation to NPCA Public Advisory Committee
September 24, 2020	Virtual Public Information Centre 2 (Water Resource System and Watershed Planning)
September 25, 2020	Meeting with Pelham Planning Staff
September 25, 2020	Presentation to the Agricultural Policy and Action Committee (APAC)
September 28, 2020	Meeting with Welland Planning Staff
September 29, 2020	Presentation to NPCA Staff
September 29, 2020	Presentation to Niagara Parks Commission (NPC) Staff
September 29, 2020	Meeting with Thorold Planning Staff
September 30, 2020	Participate in Trout’s Unlimited 12 Mile Creek Subwatershed Study Meeting
October 1, 2020	Meeting with Niagara-on-the-Lake Planning Staff
November 19, 2020	Presentation to Team Niagara
December 11, 2020	Meeting with Mississauga of the Credit First Nation Staff

In addition to formal planned activities – numerous other submissions were made by members of the public and other stakeholders through e-mail, the Region’s website, and delegations and submissions to Committee and Council. Several formal letters were also received from industry groups in the Region. A copy of all submissions and other correspondence received is included as part of the attached Consultation Summary Report.

Summary of What We Heard

Through the 2nd Point of Engagement there were a range of opinions expressed and comments made related to the options for the NHS and WRS to be implemented as part of the new Niagara Official Plan.

It is clear that there is no consensus on which option best meets the needs of all stakeholders in the Region over the long-term. There are differing land use planning priorities among the range of stakeholders engaged and consulted. There was a general understanding amongst most participants on the interconnectedness of policy sections of the new Official Plan and that natural environment protection plays an important role in outlining where growth can and cannot occur.

What we heard can be briefly summarized as follows. For complete details, please see the attached Consultation Summary Report.

Local Planning Departments:

- No consensus on what is the preferred option in Niagara. Range of opinions and input received is reflective of the diversity of communities and priorities across Niagara.
- Generally speaking, prefer an approach that recognizes the inherent balance between a range of land uses.
- Request that additional analysis of options be undertaken in urban areas to inform decision-making on preferred option.

Agricultural Community:

- Prefer an option that reflects the primacy of the agricultural system over the natural heritage and water resource systems.
- Request that agricultural drainage and irrigation systems be excluded from the natural heritage and water resource systems.

Development Community:

- Concerns expressed with options that go beyond minimum provincial standards, including decreasing housing affordability in the Region and reducing the amount of developable land within urban areas.

- Reinforced the need for flexibility, site specific analysis, and local decision-making.
- Suggestion for additional analysis in urban areas to inform decision-making on preferred option.

Environmental Stakeholder Groups:

- Prefer an approach which prioritizes natural heritage and environmental protection in the Region.
- Prefer an approach where natural environment planning in the Region is primarily a science-based exercise.

Public:

- A range of comments received, but generally speaking, prefer an approach with the highest number of optional features and areas to be included in the NHS and WRS.
- Request for goals and objectives to be included as part of the final NHS and WRS.
- Biodiversity loss and climate change were identified as highly important issues.

Key Themes and Discussion

The attached Consultation Summary Report prepared by the Consultant team identifies six key themes that emerged through the 2nd Point of Engagement. Three of the themes are related to the identification of the preferred option for the NHS and WRS and three of the themes are more generally related to the overall Natural Environment Work Program. These themes are summarized in the tables below.

To Inform the Identification of the Preferred NHS and WRS Option

Key Theme:	Discussion and Implications:
1. Balanced Land use Planning: Protection of the Natural Environment and Opportunities for Growth	<ul style="list-style-type: none"> • A range of opinions and comments were received – from increased environmental protection to concerns regarding the ability to accommodate growth, and affordability in the Region. • The range of opinions and comments speak to the need for a natural environment system

Key Theme:	Discussion and Implications:
	<p>that goes beyond the minimum provincial standard, with a policy framework that allows for growth and development.</p> <ul style="list-style-type: none"> • A shift in mindset and approach to natural environment planning that makes both the protection of the natural environment and potential for growth simultaneously achievable is required – the goal is for a balanced approach to land use planning.
2. Recognize and Protect Agricultural Uses	<ul style="list-style-type: none"> • Exemptions for a full range of agricultural uses should be clearly articulated in policy, including those policies and exemptions already provided through the PPS and Provincial Plans. • Additional consideration is required regarding how watercourses that are also agricultural infrastructure should be recognized in the NHS and WRS.
3. Informed by Science and Guided by Goals and Objectives with Numerical Targets	<ul style="list-style-type: none"> • Numerous comments were received reinforcing the need for goals, objectives, and numerical targets to be part of the Region’s natural systems. • Goals, objectives, and targets will be included as part of the NHS and WRS and will be developed to be specific, measurable, achievable, and informed by science to the extent possible.

To Inform the Overall Natural Environment Work Program

Key Theme:	Implication:
1. Accurate and Comprehensive Mapping of the Natural Environment Systems	<ul style="list-style-type: none"> • Mapping needs to be consistent with provincial requirements, be easily available and user-friendly, and be updated on a regular basis.

Key Theme:	Implication:
	<ul style="list-style-type: none"> • Features that are not mapped, but where some data exists, should be used as internal screening tools, as part of pre-consultation, and for review of studies. • Policies need to allow for site-specific studies to refine mapping, through studies approved by the Region.
<p>2. Clear, Consistent Policies and Guidance for Implementation</p>	<ul style="list-style-type: none"> • Need to ensure consistency with the policies of other agencies to the extent possible. • To support implementation, clear definitions, criteria, and guidance documents (e.g. updated EIS Guidelines, WRS Guidelines, etc.) will be required. • If included as part of the natural environment systems, there will be a need to provide more clarity on how linkages and buffers will be identified, refined, and mapped through site-specific studies.
<p>3. Build Trust Through Continued Engagement, Collaboration and Education</p>	<ul style="list-style-type: none"> • The public and other stakeholders have been actively engaged with the Natural Environment Work Program. • Compared with other municipalities, the consultation and engagement undertaken as part of the Natural Environment Work Program is extensive and exceeds typical consultation undertaken as part of municipal natural environment planning. • Niagara should continue with this enhanced level of consultation and engagement.

Next Steps

As the 2nd Point of Engagement was being completed it became clear that Council and other stakeholders were seeking additional details on each of the options to assist with the decision-making process.

To satisfy this request, as first reported in CWCD 314-2020 (November 20, 2020), Region staff have engaged our Consultant team to assist in completing additional analysis on each of the options for the NHS and WRS in the urban areas of the Region.

This additional work will include establishing a preliminary methodology and criteria for each feature-type and providing detailed statistics and comparison of each option. The comparison will be completed on both a quantitative and qualitative basis. To accompany these detailed statistics, our Consultant team will also be preparing preliminary information on the policy intent of each option on a feature by feature basis.

This additional analysis has begun and will be presented to Committee and Council in April 2021 (as part of the Joint Consolidated Official Plan Report) to assist with the selection of the preferred NHS and WRS options.

Alternatives Reviewed

No alternatives have been considered.

Relationship to Council Strategic Priorities

This report is being brought forward as part of the ongoing reporting on the Niagara Official Plan. The Natural Environment Work Program aligns with Objective 3.2 Environmental Sustainability and Stewardship:

A holistic and flexible approach to environmental stewardship and consideration of the natural environment, such as in infrastructure, planning and development, aligned with a renewed Official Plan.

Other Pertinent Reports

- PDS 40-2016 Regional Official Plan Update
- PDS 41-2017 New Official Plan Structure and Framework
- PDS 3-2018 New Official Plan Update
- PDS 6-2018 Natural Environment Project Initiation Report
- PDS 18-2018 Natural Environment – Project Framework
- PDS 9-2019 New Official Plan Consultation Timeline Framework
- PDS 10-2019 Update on Natural Environment Work Program – New Regional Official Plan

- CWCD 122-2019 Agricultural and Environmental Groups – Draft Stakeholder Lists
- CWCD 150-2019 Update on Official Plan Consultations – Spring 2019
- CWCD 179-2019 Notice of Public Information Centres – Natural Environment Work Program, New Regional Official Plan
- CWCD 271-2019 Update on Consultation for New Official Plan
- PDS 32-2019 Natural Environment Work Program – Phases 2 & 3: Mapping and Watershed Planning Discussion Papers and Comprehensive Background Study
- PDS 1-2020 New Niagara Official Plan – Public Consultation Summary
- PDS 3-2020 Ecological Land Classification Mapping Update
- PDS 9-2020 Niagara Official Plan – Consultation Details and Revised Framework
- CWCD 153-2020 Natural Environment Work Program Update – New Niagara Official Plan
- PDS 26-2020 Natural Environment Work Program – Phase 4: Identification and Evaluation of Options
- CWCD 314-2020 Update Natural Environment Work Program
- PDS 35-2020 Niagara Official Plan Consultation Update
- PDS 4-2021 Niagara Official Plan – Steps and Direction Moving Forward

Prepared by:
Sean Norman, PMP, MCIP, RPP
Senior Planner
Planning and Development Services

Recommended by:
Doug Giles, BES, MUP
Acting Commissioner
Planning and Development Services

Submitted by:
Ron Tripp, P.Eng.
Acting Chief Administrative Officer

This report was reviewed by Erik Acs, MCIP, RPP, Manager, Community Planning, Dave Heyworth, MCIP, RPP, Official Plan-Policy Consultant, and Isaiah Banach, Acting Director, Community and Long Range Planning.

Appendices

- Appendix 1: Consultation Summary Report - 2nd POE
- Appendix A: Regional Planning and Economic Development Committee Presentation
- Appendix B: Presentation to Local Planning Staff
- Appendix C: Virtual Stakeholder Workshops
- Appendix D: Virtual Public Information Centres
- Appendix E: Additional Feedback
- Appendix F: Planning Advisory Committee Presentation
- Appendix G: Agricultural Policy and Action Committee Presentation
- Appendix H: Niagara Peninsula Conservation Authority Consultation
- Appendix I: Provincial Planning Staff
- Appendix J: Niagara Escarpment Commission Staff Consultation
- Appendix K: Niagara Parks Commission Staff Consultation



Township of Wainfleet

"Wainfleet - find your country side!"

March 15, 2021

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

SENT ELECTRONICALLY
williamsteele@portcolborne.ca

Dear Mayor Steele,

I wanted to acknowledge and offer my thanks, on behalf of the Township, for your recent donation of disposable face coverings.

The events of the past year have not only provided some unique challenges for us as elected officials, but also, shown a kinder and more collaborative side to public life of which we can be very proud as we serve our constituents.

This donation by the City of Port Colborne is certainly an excellent example of this sentiment, which will help us to pay forward your generosity to the benefit of our residents.

Thank you again for your support and I look forward to working together in future.

Sincerely,

Kevin Gibson
Mayor

CC: Scott Lawson, Fire Chief

31940 Highway #3 • P.O. Box 40 • Wainfleet, ON • L0S 1V0
PHONE 905.899.3463 • FAX 905.899.2340 • www.wainfleet.ca

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to

Amend By-Law No. 3151/22/95, as Amended, Being a By-Law to Regulate the Supply of Water and to Provide for the Maintenance and Management of the Water Works and for the Imposition and Collection of Water Rates

and

Amend By-Law No. 3424/6/97, as Amended, Being a By-Law for the Imposition and Collection of Sewage Service Rates and Sewer Rates

Whereas at its meeting of March 22, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Corporate Services Department Report No. 2021-84, Subject: 2021 Rates Setting, and resolved the following be effective April 1, 2021:

- Residential Users (Meter 19 mm (3/4") or smaller)
 - Water usage rate be set at \$1.307 per cubic meter
 - Water fixed service charge be set at \$379.72 per year per year
 - Wastewater fixed service charge be set at \$1,002.38 per year

- All Other Users
 - Water usage rate be set at \$1.307 per cubic meter of water usage
 - Wastewater usage rate be set at \$1.886 per cubic meter of water usage
 - Water fixed service charge be set at \$379.72 per year multiplied by meter factor
 - Wastewater fixed service charge be set at \$738.03 per year multiplied by meter factor

Whereas Council is desirous of amending By-Law 3151/22/95, as Amended, Being a By-Law for the Imposition and Collection of Water Rates and By-Law 3424/6/97, as Amended, Being a By-Law for the Imposition and Collection of Sewage Service Rates and Sewer Rates.

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

1. That By-Law 3151/22/95, as Amended, Being a By-Law to Regulate the Supply of Water and to Provide for the Maintenance and Management of the Water Works and for the Imposition and Collection of Water Rates and By-Law 3424/6/97, as Amended, Being a By-Law for the Imposition and Collection of Sewage Service Rates and Sewer Rates, be further amended by replacing Schedule "A" thereto with Schedule "A" hereto.

2. The usage and fixed rates established by this By-Law shall be effective April 1, 2021.

Enacted and passed this 22nd day of March, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

Water and Wastewater Rates

1. Metered Consumption Rates

All users, including Residential, Institutional / Commercial / Industrial ("ICI") are subject to a metered consumption rate for water of \$1.307 per cubic meter of water usage.

All users, with the exception of Residential users on a 19 mm (3/4") meter or smaller are subject to a metered consumption rate for wastewater of \$1.886 per cubic meter of water usage.

There is no minimum charge per billing period.

2. Bulk Water Sales

The metered rate for bulk water sales is \$1.307 per cubic meter.

The service charge is based on a 75mm (3") meter regardless of the actual meter used. The fixed service charge is \$4,176.88 per year.

3. Fixed Service Charge

All users are subject to a fixed service charge based on user type or meter size.

Meter Size	Meter Factor	Water	Wastewater
19 mm (3/4") or smaller - Residential	1 (Water) N/A (Wastewater)	\$379.72	\$1,002.38
19 mm (3/4") or smaller - non-Residential	1	\$379.72	\$738.03
25 mm (1")	1.4	\$531.60	\$1,033.24
38 mm (1 1/2")	1.8	\$683.49	\$1,328.44
50 mm (2")	2.9	\$1,101.18	\$2,140.28
75 mm (3")	11.0	\$4,176.88	\$8,118.29
100 mm (4")	14.0	\$5,316.03	\$10,332.36
150 mm (6")	21.0	\$7,974.05	\$15,498.55
200 mm (8")	29.0	\$11,011.78	\$21,402.75
250 mm (10")	40.0	\$15,188.66	\$29,521.04

All vacant land directly abutting the water distribution and/or wastewater collection system will be charged the fixed service charge for wastewater of \$1,002.38 through the property tax billing system.

4. Flat Rate (Residential)

During any month where an accurate meter reading cannot be recorded, a Residential user account will be charged a monthly flat rate of \$137.00 for water and \$139.00 for wastewater will be charged.

Examples of when a meter reading cannot be recorded are as follows:

- where a service connection has been turned on at the property line but where no meter has been installed (water meter refusal);
- refusing to provide a meter reading and / or providing access to read a water meter or reading device;
- refusing to remove any obstruction to reading a meter or reading device;
- refusing to provide for meter or reading device repairs for accurate meter

- readings;
- the tampering with or alteration of the water meter or reading device and meter readings cannot be obtained.

Flat Rate (ICI)

During a period where an accurate meter reading cannot be recorded, an ICI user account will be charged a monthly flat rate for water and wastewater. The flat rate will be calculated as two (2) times the current fixed service charge per Section 3 (the fixed service charge will be dependent on meter size) above PLUS two (2) times the monthly average of the previous 12 months' available consumption at the metered consumption rates per Section 1 above.

Examples of when a meter reading cannot be recorded are the same as those outlined under "Residential" above.

5. Water for New Construction Rates

During periods of new construction where there is no water meter the following rates are charged:

- Residential properties are subject to a \$209.00 flat fee.
- ICI properties are subject to a \$351.00 flat fee.

Upon final inspection or once a water meter has been installed and is operational, rates are no longer subject to this section. Rates are to be charged based on Sections 1 to 4 above.

6. Administration Charges

- Issuing a water shut off tag shall be charged to the property owner at a fee of \$45.00;
- Water account inquiries will be provided at a fee of \$7.00;
- Reading of analog meters due to refusal to upgrade to RF meters will be provided at a fee of \$45.00 per scheduled reading date.
- Customer request to change out from an RF meter to an analog meter will be at the customer's expense to cover the actual cost of the new analog meter plus removal and installation costs.

7. User Charges

There are certain user charges with respect to water and wastewater that are included in the User Fee By-Law. These include such topics as water turn on / off and installation of water services.

User fees may be billed individually, included in a user's water and wastewater bill or charged and collected through a building permit.

8. Late Payment Fees

Interest on water and wastewater accounts to begin accruing at one and one fourth (1 ¼) percent of the amount due and unpaid starting on the first day of default.

At the discretion of the Director, Corporate Services / Treasurer a payment can be backdated any payment to the due date on any accounts receivable balance received within five business days of the due date provided a reasonable explanation for the late payment has been provided by the account holder.

The Director, Corporate Services / Treasurer is approved to move any unpaid water and wastewater balances to the property tax roll of the related property.

9. Billing Cycle

Vacant land will be billed semi-annually.

Effective October 1, 2021 all water and wastewater meter users will be billed monthly. Till September 30, 2021 billing will be as follows:

- All large users with water meters greater than 50 mm (2”), including bulk water users are to be billed monthly;
- All other users are to be billed quarterly, meters being read and billed between three (3) defined areas designated by the Corporation;

10. Exemptions from Billing for Sanitary Sewer Costs

- Bulk water haulers accessing City bulk water facilities;
- Port Colborne Poultry Limited;
- Any property that does not directly abut any part of the wastewater sewer system;
- Any other property that is covered by a separate By-Law enacted by Council.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with The Ministry of
Transportation Regarding Municipal Transit Funding

Whereas at its meeting of March 22, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department Report No. 2021-107, Subject: Funding Agreement with Ministry of Transportation; and

Whereas Council is desirous of entering into an agreement with the Ministry of Transportation, for the purposes of funding related to the Ministry of Transportation Safe Restart Program; and

Whereas the *Municipal Act*, 2001 S.O. 2001, c.25, as amended, confers broad authority on municipalities to enter into such agreements;

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 enters into an agreement with the Ministry of Transportation, for the purposes of funding related to the Ministry of Transportation Safe Restart Program.
2. That the Mayor, the Clerk and the Treasurer be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement or any other phase of the Ministry of Transportation Safe Restate Program, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this _____ day of _____, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE SAFE RESTART AGREEMENT (SRA) –
PHASE 2 MUNICIPAL TRANSIT FUNDING**

THIS TRANSFER PAYMENT AGREEMENT for the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding (the “Agreement”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

Corporation of the City of Port Colborne

(the “**Recipient**”)

BACKGROUND:

The Government of Canada (“Canada”) announced, on July 16, 2020, \$1 billion in federal funding under the Safe Restart Agreement (SRA) to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures in order to help the province restart the economy, while making Canada more resilient to possible future waves of the COVID-19 pandemic.

Under the SRA, the Province of Ontario has agreed to provide up to \$1 billion to cost-match the federal funding for a total of up to \$2 billion in funding to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures.

The Province has provided SRA funding to the Recipient in September 2020 (Phase 1) and will provide the remainder of the Recipient’s allocated SRA funding in Phase 2.

The funding for Phase 1 was intended to offer the Recipient immediate assistance towards additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

The funding for Phase 2, which will be provided to the Recipient in accordance with the terms and conditions set out in the Agreement, is intended to provide the Recipient with assistance for the Financial Impacts (as defined in section 1.2 (Definitions)) the Recipient has incurred during the Eligibility Period (as defined in section A1.2 (Definitions)).

CONSIDERATION:

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules and Sub-schedule to the Agreement.** The following schedules and sub-schedule form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Contact Information and Authorized Representatives

Schedule "C" - Eligible Expenditures and Ineligible Expenditures

Schedule "D" - Claim and Attestation Submission, Supporting Documentation and Payment Procedures

Sub-schedule "D.1" - Claim and Attestation Form.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

(a) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the inconsistency; or

(b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 **Electronic Execution and Delivery of Agreement.**

(a) The Agreement may:

- (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
 - (ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreement.** An amending agreement for changes to the Agreement may be duly executed by the representatives of the Parties listed on the signature page below or in Schedule "B" (Contact Information and Authorized Representatives).

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
- (a) the Funds are to assist the Recipient with the Financial Impacts of the COVID-19 pandemic on the Recipient's transit system and not to provide goods or services to the Province;
 - (b) the Province is not responsible for the Recipient's transit system, including any Financial Impact; and
 - (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, represented by the Minister of Transportation for the Province of Ontario

Date

Name: Caroline Mulroney
Title: Minister

CORPORATION OF THE CITY OF PORT COLBORNE

Date

Name: William C. Steele
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Bryan Boles
Title: Director, Corporate Services/Treasurer

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Agreement” means this agreement, entered into between the Province and the Recipient, all of the schedules and the sub-schedule listed in section 1.1 (Schedules and Sub-schedule to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Recipient’s transit system, any Financial Impact, or the Agreement.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials in respect of the Agreement.

“Effective Date” means the date of signature by the last signing Party to the Agreement.

“Eligible Expenditures” means the costs of the Financial Impacts that are eligible for funding by the Province under the Agreement, and that are further described in section C2.1 (Scope of Eligible Expenditures).

“Eligibility Period” means the period starting on or after October 1, 2020 and ending on or before March 31, 2021.

“Event of Default” has the meaning ascribed to it in section A12.1 (Events of Default).

“Expiry Date” means March 31, 2022.

“Financial Impacts” means the net revenue losses and additional net operating and capital costs the Recipient has incurred in respect of the Recipient’s municipal transit system as a result of the COVID-19 pandemic.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“Ineligible Expenditures” means the costs that are ineligible for funding by the Province under the Agreement, and that are further described in section C3.1 (Scope of Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Recipient’s transit system, any Financial Impact or with any other part of the Agreement.

“Low-performing Route” means any bus route deemed by a Recipient as not meeting service objectives or where service has been reduced or cancelled for not meeting service objectives.

“Maximum Funds” means \$53,017.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remediating).

“On-demand Microtransit” means small scale, flexible transportation services where rides are ordered on-demand.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Recipient’s transit system, any Financial Impact or with any other part of the Agreement.

“Records Review” means any assessment the Province conducts pursuant to section A7.4 (Records Review).

“Reports” means the reports described in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities.

“SRA Phase 1 Contribution” means the funding for the SRA Phase 1 the Province provided to the Recipient in September 2020 and that is further described in the 4th paragraph of the Background to the Agreement.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to operate its transit system;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Recipient’s transit system, Financial Impacts, and the Funds;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient’s policies and procedures and, to the extent possible under the COVID-19 pandemic unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with the insurance requirements set out in section A10.1 (Recipient’s Insurance); and

- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements, the Recipient's transit system, any Financial Impact and related timelines was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to address any identified risks to the Recipient's ability to claim Eligible Expenditures within the Eligibility Period, all in a timely manner;
- (c) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting and Review); and
- (d) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action, and Termination for Default).

A4.0 FUNDS

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for Eligible Expenditures;
- (b) provide the Funds to the Recipient in accordance with the payment procedures in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1 (Funds Provided):

- (a) in addition to any other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide any Funds to the Recipient unless the Recipient fulfils the special conditions listed in section A27.1 (Special Conditions);
- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of one or more of the following events:
 - (i) of the information the Recipient provides to the Province pursuant to section A7.2 (Preparation and Submission); and
 - (ii) the SRA Phase 1 Contribution funding provided to the Recipient exceeds the additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

A4.3 Use of Funds. The Recipient will do all of the following:

- (a) spend the Funds only on Eligible Expenditures; and
- (b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

A4.4 **SRA Phase 1 Contribution, Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual losses or costs to the Recipient for the Financial Impacts, less any actual losses or costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, SRA Phase 1 Contribution, a rebate, credit or refund.

A4.5 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.6 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A5.0 RECIPIENT'S DISPOSAL OF ASSETS

A5.1 **Disposal.** The Recipient will not, without the Province's prior written consent and prior to the Expiry Date or earlier termination of the Agreement, sell, lease, or otherwise dispose of any asset purchased or created with the Funds.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect of any Eligible Expenditures claimed under the Agreement or the Financial Impacts and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (a) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Eligible Expenditures claimed under the Agreement, the Financial Impacts or the use of the Funds.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (a) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4 (Records Review), A7.5 (Inspection and Removal) and A7.6 (Cooperation), “**Province**” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties; and
- (b) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3 (Record Maintenance); and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;
- (b) assisting the Province in copying records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Agreement-related publications whether written, oral or visual:

- (a) acknowledge the support of the Province for the Funds provided under the Agreement;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.2 Request from the Province in Respect of Communications Activities. The Recipient will, upon Notice from the Province, provide the Province with any information the Province may request in respect of any Communications Activities.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the Financial Impacts or the Agreement.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province; or
- (b) provide, in accordance with section A7.2 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) provide the Recipient with an opportunity to remedy the Event of Default;
- (b) suspend the payment of Funds for such period as the Province determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

- (g) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (h) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i).

A12.5 When Termination Effective. Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A13.0 FUNDS UPON EXPIRY

A13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds and SRA Phase 1 Contribution and related interest remaining in its possession or under its control.

A14.0 DEBT DUE AND PAYMENT

A14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or SRA Phase 1 Contribution, or an amount equal to any Funds or SRA Phase 1 Contribution to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A14.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A14.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B" (Contact Information and Authorized Representatives).

A14.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A15.0 NOTICE

A15.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Contact Information and Authorized Representatives), or as either Party later designates to the other by Notice.

A15.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A15.3 Postal Disruption. Despite paragraph A15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or courier.

A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A16.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A17.0 SEVERABILITY OF PROVISIONS

A17.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A18.0 WAIVER

A18.1 Waiver Request. Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A18.2 **Waiver Applies.** If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A19.0 INDEPENDENT PARTIES

A19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A21.0 GOVERNING LAW

A21.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A22.0 FURTHER ASSURANCES

A22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A23.0 JOINT AND SEVERAL LIABILITY

A23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A24.0 RIGHTS AND REMEDIES CUMULATIVE

A24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A26.0 SURVIVAL

A26.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), paragraph 3.2(b), Articles 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (SRA Phase 1 Contribution, Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i), Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

A27.0 SPECIAL CONDITIONS

A27.1 Special Conditions. The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the execution of the Agreement by the Recipient;
 - (ii) the necessary information, including a void cheque or a blank letter, to facilitate an electronic transfer to an interest-bearing account in the name of the Recipient at a Canadian financial institution; and
 - (iii) the reporting form required for Phase 1 with the details on the use of the SRA Phase 1 Contribution and a forecast of Eligible Expenditures for the Eligibility Period; and
- (b) the Recipient, together with its claim for payment and to promote ridership growth and transit sustainability objectives, providing the Province with an attestation that the Recipient:

- (i) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
- (ii) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes or cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
- (iii) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
- (iv) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
- (v) has requested in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A27.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A12.4 (Recipient Not Remediating).

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE “B”
CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES**

<p>Contact information for the purposes of Notice to the Province</p>	<p>Address: Strategic Investments Office Ministry of Transportation 777 Bay, 30th Floor Toronto, ON M7A 2J8</p> <p>Attention: Kevin Dowling, Manager, Strategic Investments Office</p> <p>Phone: (416) 859-7912 Email: kevin.dowling@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Address: 66 Charlotte Street Port Colborne, ON L3K 3C8</p> <p>Attention: Bryan Boles, Director, Corporate Services/Treasurer</p> <p>Phone: (905) 835-2900 x105 Email: bryan.boles@portcolborne.ca</p>
<p>Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement</p>	<p>Address: 66 Charlotte Street Port Colborne, ON L3K 3C8</p> <p>Attention: Bryan Boles, Director, Corporate Services/Treasurer</p> <p>Phone: (905) 835-2900 x105 Email: bryan.boles@portcolborne.ca</p>
<p>Authorized representative of the Province for the purpose of section 4.2 (Execution of Amending Agreements)</p>	<p>Position: Director, Municipal Programs Branch, Ministry of Transportation</p>
<p>Authorized representative of the Recipient for the purpose of section 4.2 (Execution of Amending Agreements)</p>	<p>Position: Director, Corporate Services/Treasurer</p>

SCHEDULE “C”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

C1.0 Definitions. In this Schedule “C” (Eligible Expenditures and Ineligible Expenditures), the following terms will have the following meanings:

“**MTEC**” means the Municipal Transit Enhanced Cleaning (MTEC) funding provided to Ontario municipalities for costs incurred related to the enhanced cleaning of transit vehicles and any other public and non-public facing transit assets resulting from the COVID-19 pandemic.

“**Operating Budget**” means the Recipient’s 2020 operating budget which has been prepared and adopted by the Recipient as required by section 290(1) of the *Municipal Act, 2001*.

C2.0 ELIGIBLE EXPENDITURES

C2.1 Scope of Eligible Expenditures. Eligible Expenditures include, at the Province’s sole discretion, the following Financial Impacts incurred during the Eligibility Period:

Revenue Losses

- (a) The following revenue losses measured against the Operating Budget (i.e., (revenue amount in the Operating Budget minus the actual revenue amount during the Eligibility Period) minus the non-COVID-19 pandemic revenue amount = the eligible revenue loss amount), that, in the opinion of the Province, the Recipient properly and reasonably incurred as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
- (i) farebox revenue losses;
 - (ii) advertising revenue losses;
 - (iii) parking revenue losses;
 - (iv) contract revenue losses; and
 - (v) any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Operating Costs

- (b) The following operating costs measured against the Operating Budget (i.e., (operating costs amount in the Operating Budget minus the actual operating costs amount during the Eligibility Period) minus the non-COVID-19 pandemic operating costs amount = the eligible operating costs amount) that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
- (i) costs associated with vehicle cleaning, except for those for which MTEC funds have been provided or claimed;
 - (ii) costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);
 - (iii) costs associated with vehicle maintenance;
 - (iv) costs associated with transit facilities;
 - (v) costs resulting from existing contracts with expanded scope/new contracts;
 - (vi) employee related costs (i.e., salaries, wages, benefits);
 - (vii) costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
 - (viii) costs for signage and other means of communications related to the COVID-19 pandemic (e.g., social distance guidance); and
 - (ix) any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Capital Costs

- (c) The following capital costs that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic, will be considered Eligible Expenditures:
- (i) costs associated with installing driver protection barriers and other protection measures for transit drivers;
 - (ii) costs associated with providing passenger protection equipment and other passenger safety measures; and

- (iii) any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

C3.0 INELIGIBLE EXPENDITURES

C3.1 Scope of Ineligible Expenditures. Unless a cost or a loss is considered an Eligible Expenditure pursuant to section C2.1 (Scope of Eligible Expenditures), such cost or loss will be considered an Ineligible Expenditure. Without limitation, the following costs and loss will be considered Ineligible Expenditures:

- (a) costs incurred outside of the Eligibility Period;
- (b) costs not paid prior to having been submitted to the Province for payment;
- (c) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in paragraph (b)(vi) of section C2.1 (Scope of Eligible Expenditures);
- (d) legal, audit, or interest fees;
- (e) costs for which MTEC funds have been provided or claimed;
- (f) any operating or capital cost that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred or paid, or both, during the Eligibility Period and as a result of the COVID-19 pandemic (i.e., excess purchases or stockpiling);
- (g) any loss that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred during the Eligibility Period and as a result of the COVID-19 pandemic;
- (h) refundable Harmonized Sales Tax or other refundable expenses; and
- (i) any other cost which is not specifically listed as an Eligible Expenditure under section C2.1 (Scope of Eligible Expenditure) and which, in the opinion of the Province, is considered ineligible.

**SCHEDULE “D”
CLAIM AND ATTESTATION SUBMISSION,
SUPPORTING DOCUMENTATION AND PAYMENT PROCEDURES**

D1.0 CLAIM AND ATTESTATION

D1.1 Claim and Attestation from the Recipient’s Senior Financial Official. The Recipient will use the form in Sub-schedule “D.1” (Claim and Attestation Form) for the submission of its claim for payment.

D2.0 SUPPORTING DOCUMENTATION

D2.1 Report on Expenditures and Additional Report and Information. The Recipient will, together with the claim form described in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official), submit the following supporting documentation with its claim for payment:

- (a) a report on expenditures using the form in Appendix A (Form of Report on Expenditures) to Sub-schedule “D.1” (Claim and Attestation Form); and
- (b) any additional reports or information, or both, the Province may request at its sole discretion and in a form provided by the Province.

D3.0 PAYMENT PROCEDURES

D3.1 Submission of Claim for Payment and Required Documentation. The Recipient will submit its claim for payment, together with the supporting documentation set out in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official) and section D2.1 (Report on Expenditures and Additional Report and Information) on or before May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule “B” (Contact Information and Authorized Representatives).

D3.2 Claim Payments. Subject to the terms and conditions set out in the Agreement and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D3.1 (Submission of Claim for Payment and Required Documentation) in a timely manner.

D3.3 No Interest. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D3.2 (Claim Payments).

D3.4 **No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, if the claim is missing any of the required supporting documentation or is submitted after May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule “B” (Contact Information and Authorized Representatives), or both.

**SUB-SCHEDULE “D.1”
CLAIM AND ATTESTATION FORM**

TO: Ministry of Transportation
Transportation Programs Office

Attention: Manager, Transportation Programs Office

Email: MTO-COVID_Transit_Funding@ontario.ca

FROM: **[Insert name of Recipient]**

Attention: **[insert name and title of Recipient senior official]**

Telephone No.: **[insert telephone number of Recipient senior official]**

RE: Safe Restart Agreement – Phase 2 Municipal Transit Funding

In the matter of the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[insert the name and title of the Recipient’s senior official]**, an authorized representative of the Recipient, having made such inquiries as I have deemed necessary for this attestation, hereby certify that to the best of my knowledge, information and belief.

On the date set out below:

- 1) all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct.
- 2) the Recipient is in compliance with all the terms and conditions of the Agreement.;
- 3) the information in respect of the Eligible Expenditures that is contained in the attached Appendix A (Report on Expenditures) is true and correct.
- 4) the Eligible Expenditures claimed in the attached Appendix A (Report on Expenditures) have:
 - (a) in respect of the losses, been incurred during the Eligibility Period;

- (b) in respect of the operating and capital costs, been incurred during the Eligibility Period;
 - (c) have only been expended on Financial Impacts as defined in section A1.2 (Definitions) of the Agreement;
 - (d) have not been and will not be funded or reimbursed through any other funding program; and
 - (e) have not replaced the budgeted subsidy that the Recipient provides to transit operations.
- 5) the Recipient has not received and will not receive SRA Phase 1 Contribution, a rebate, credit or refund for any Eligible Expenditures claimed or, if it did, those were deducted from the Eligible Expenditures claimed.
- 6) the Recipient is in compliance with all of the reporting requirements of the Agreement.
- 7) the Recipient:
- (a) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
 - (b) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
 - (c) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
 - (d) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
 - (e) has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

By signing below, I hereby claim payment in the amount of \$ _____, on behalf of the Recipient, on account of the Province's contribution towards the Eligible Expenditures of the Agreement.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Title:

I have authority to bind the Recipient.

**APPENDIX A
FORM OF REPORT ON EXPENDITURES
TO
SUB-SCHEDULE "D.1" (CLAIM AND ATTESTATION FORM)**

Safe Restart Agreement (SRA) Phase 2 Municipal Transit Funding Expenditure Report for the Eligibility Period	
Date:	
Recipient's Name:	
Total Funds Allocated:	
Total Funds Claimed:	
Remaining Allocation:	

<i>See Schedule "C" (Eligible Expenditures & Ineligible Expenditures, including Articles C2.0 (Eligible Expenditures) & C 3.0 (Ineligible Expenditures) for details on Eligible Expenditures & Ineligible Expenditures</i>		October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	[Note: If the Eligibility Period is extended pursuant to section 1.2 (Definitions) of the Agreement, add a new column for each additional month]	Total
Revenue Losses	Farebox								
	Advertising								
	Parking								
	Contracts (e.g., school)								
	Other Revenue ¹								
Operating Costs	Vehicle Cleaning ²								
	Changes in Fuel Consumption								
	Vehicle Maintenance								
	Transit Facilities								
	Existing Contracts with Expanding Scope/New Contracts								
	Employee								
	Employee PPE								

	Communications								
	Other Operating Costs ³								
Capital Costs	Driver Protection								
	Passenger Protection								
	Other Capital Costs ⁴								
Net Monthly Impact - Pressure/(Savings):									
Cumulative Impact - Pressure/(Savings):									

¹Other revenue impacts beyond those listed above

²Cleaning costs beyond costs reimbursed through Municipal Transit Enhancement Cleaning funding

³Additional COVID related operating costs beyond those listed above

⁴See workbook tab and/or comments for details

The Recipient attests to the following conditions from the drop-down menu, as outlined in Schedule A (General Terms and Conditions), paragraph 27.1(b) of the Transfer Payment Agreement,

Condition	Select
Has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items.	
Has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve low-performing, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews.	

<p>Has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient.</p>		
<p>Has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience.</p>		
<p>Has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.</p>		

Results Achieved with Provincial Funding:

Additional Comments:

Conclusion:

Recommended for payment:

Date:

Recommended for payment:

Date:

**[insert/print the name and title of the Recipient's
authorized representative]**

**[insert/print the name of the
Director]
Director, Ministry of Transportation**

The Corporation of the City of Port Colborne

By-law No. _____

Being a by-law to delegate authority to the Director of Public Works and Director of Corporate Services for the purpose of approving bulk water agreements

Whereas Section 23(1) of the *Municipal Act, 2001*, authorizes a municipality to delegate its powers and duties to a person or body subject to the restrictions set out thereto; and

Whereas at its meeting of March 22, 2021, the Council of The Corporation of the City of Port Colborne approved the recommendations of the Public Works Department, Report 2021-89, Application for bulk water haulage agreement – Forks Creek Trucking Incorporated; and

Whereas Council of The Corporation of the City of Port Colborne is desirous of delegating authority to the Director of Public Works and Director of Corporate Services for the purpose of processing and approving bulk water agreements; and

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

1. The authority of the Council of The Corporation of the City of Port Colborne to process and approve bulk water agreements, is hereby delegated to the Director of Public Works and Director of Corporate Services;
2. That said delegation shall be strictly limited to the purposes and conditions set out herein;
3. That this by-law shall come into full force and effect on the day of passing.

Enacted and passed this 22nd day of March 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into a bulk water sales agreement with Forks Creek Trucking Incorporated

Whereas at its meeting of March 22, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Public Works Department Report 2021-89, Application for bulk water haulage agreement – Forks Creek Trucking Incorporated; and

Whereas Council is desirous of entering into a contract agreement with Forks Creek Trucking Incorporated for the purposes of supplying bulk water; and

Whereas the *Municipal Act*, 2001 S.O. 2001, c.25, as amended, confers broad authority on municipalities to enter into such agreements;

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 a bulk water sales agreement with Forks Creek Trucking Incorporated.
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 22nd day of March 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

THIS AGREEMENT made this _____ day of _____ 2021.

B E T W E E N:

THE CORPORATION OF THE CITY OF PORT COLBORNE

Hereinafter called "THE CITY"
of the First Part

-AND-

OWNER:

Matthew Devries
52048 Regional Road 24
Wainfleet, ON L0S 1V0

in the Regional Municipality of Niagara, carrying on business under
the firm name and style of:

COMPANY NAME:

Forks Creek Trucking Incorporated

Hereinafter called "THE OPERATOR"
of the Second Part

WHEREAS the City operates the water supply system for the Corporation of the City of Port Colborne;

AND WHEREAS the City is agreeable to supplying water to the Operator on the following conditions;

THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this agreement, the parties hereto agree and covenant as follows:

WATER RATES

1. The City agrees to sell bulk water and the Operator agrees to purchase bulk water and pay any applicable fees at the rate established from time to time, for all bulk water consumers within the City. The current rates are set out in Schedule "A" attached hereto. These rates are subject to change at the sole discretion of the

City and the Schedule "A" shall be amended as required.

STATEMENT OF ACCOUNTS

2. All accounts submitted hereunder are due and payable when rendered. Billing period shall be as established by the City.

DISCONTINUANCE OF SERVICE IN DEFAULT OF PAYMENT

3. It is understood and agreed that the City shall have the right to discontinue water supply if payment in full of any water invoices are not made by the Operator within two weeks from the date of invoice and there shall be no liability on the part of the City for so doing.

INDEMNIFICATION

4. The Operator shall indemnify and save harmless the City from and against any and all claims, actions, losses, expenses, costs, damages or demands whether for injuries to persons, or loss of life or damage to property arising out of the acts or omissions of the Operator in the operation of the bulk water hauling service.

INSURANCE

5. At the time of signing of this agreement, the Operator agrees to furnish to the City a certified copy of a third party liability and property damage insurance in the amount of Two Million Dollars (\$2,000,000.00) showing the City as an additional insured and in a form satisfactory to the City. On or before the 1st day of January in each year the Operator agrees to provide written confirmation of renewal of the subject policies from the insurer for a further term of twelve months.

NON-ASSIGNMENT

6. No rights of the Operator given under this agreement shall be assigned without the written consent of the Engineer or the City of Port Colborne, or his duly authorized representative. Any attempts to assign any of the rights, duties or obligations of

this agreement without written consent are void.

TERMINATION

7. Save as is referred to in Clause 3 hereof, either party to this agreement at any time has the right to terminate this agreement, thirty days after giving written notice to the other party.

DISCLAIMER

8. The parties hereto acknowledge and agree that no term of this agreement shall be deemed to imply a guarantee of a supply of water by the City to the Operator or the general public at any given time and the City shall not be held liable or responsible in any manner should water supply be unavailable for any reason whatsoever.

TERM

9. This agreement and any amendments thereto shall continue until terminated in accordance with clause 3 or 6 hereof.

AMENDMENTS

10. If at any time during the continuance of this agreement the parties shall deem it necessary or expedient to make any alterations or additions to this agreement they may do so by means of a written agreement between them which shall be supplemental and form part of this agreement.

NOTICES

11. Any notice under this agreement shall be sufficiently given by personal delivery or by registered mail, postage prepaid and mailed in a Canadian Post Office, addressed in the case of the City to:

The Corporation of the City of Port Colborne
66 Charlotte Street

Port Colborne, Ontario. L3K 3C8

and in the case of notice to the Operator to:

or to any other address as may be designated in writing by the parties and the date of receipt of any notice by mailing shall be deemed conclusively to be 5 days after the mailing.

ENTIRETY

12. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressed in it.

HEADINGS

13. Descriptive headings are inserted solely for a convenience of reference, do not form part of this agreement and are not to be used as an aid in the interpretation of the agreement.

INVALIDITY OF PARTICULAR PROVISION

14. The invalidity of any particular provision of this agreement shall not affect any other provision of it, but the agreement shall be construed as if the invalid provision had been omitted.

ACKNOWLEDGEMENT OF RECEIPT OF COPY

15. The Operator acknowledges receipt of a true copy of this agreement.

PRIOR AGREEMENTS

16. This agreement shall replace any previous agreement between the parties prior to

this date.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hand and seal and Corporate seal duly attested to by the proper officers in that behalf.

SIGNED, SEALED AND DELIVERED	)	THE CORPORATION OF THE CITY OF
In the Presence of	)	PORT COLBORNE
)	
	)	PER: _____
	)	Mayor
)	
)	
	)	PER: _____
	)	Clerk
)	
	)	THE OPERATOR
)	
)	
	)	PER: _____
	)	Owner
)	
)	
	)	PER: _____
	)	Owner

**Schedule "A" to By-law No. 6772/22/20
and By-law No. 3151/22/95, As Amended**

Water Rates

1. Metered Consumption Rates

Residential, Institutional/Commercial/Industrial (ICI) consumption is subject to a metered rate of \$1.365/cubic meter per billing period. No minimum charge per billing period.

2. Bulk Water Sales Rates

The metered rate for bulk water sales is \$1.365/cubic meter per billing period.

The service charge is based on a 75 mm (3") meter regardless of the actual meter used and is \$4,345.11 per annum or \$362.09 per month.

3. Fixed Rate (Service Charge)

All users are subject to a fixed rate based on meter size. The residential service charge is \$395.01 per annum or \$32.92 per month for a 15mm (5/8") and 19 mm (3/4") meter. The ICI fixed rate is \$395.01 per annum or \$32.92 per month for a 15 mm (5/8") and 19 mm (3/4") meter.

For other size meters, the fixed rate will be based on the following meter factors:

<u>Meter Size</u>	<u>Service Charge Meter Factor</u>
25 mm (1")	1.4
38 mm (1 1/2")	1.8
50 mm (2")	2.9
75 mm (3")	11.0
100 mm (4")	14.0
150 mm (6")	21.0
200 mm (8")	29.0
250 mm (10")	40.0

All vacant land directly abutting the water/sewer distribution system will be charged the annual fixed rate as per the rate set out in the Sewer Rate By-law, as amended.

4. Flat Rate (Residential)

Rate of \$413.00 per billing period (average user) where an accurate meter reading cannot be recorded for the following:

- where service connection has been turned on at the property line but where no meter has been installed (water meter refusal);
- refusing to provide a meter reading and/or providing access to read a water meter or reading device;
- refusing to remove any obstructions to reading a meter or reading device;
- refusing to provide for meter or reading device repairs for accurate meter readings;

- the tampering with or alteration of the water meter or reading device and meter readings cannot be obtained.

Flat Rate (Commercial)

Rate to be calculated based on the following, where an accurate meter reading cannot be recorded for the same reasons as above for Residential:

2x the current fixed rate per Section 3, PLUS 2x the monthly average of the previous 12 months' consumption history (monthly billings)

OR

2x the current fixed rate per Section 3, PLUS 2x the quarterly average of the previous 3 years of the same billing cycle consumption history (quarterly billings)

5. Water for Construction Rates

Flat Rate:

Residential	\$209.00
Commercial	\$351.00
Industrial	\$351.00
Institutional	\$351.00

Upon final inspection, rates to be charged at the current consumption rates.

6. Administration Charge

- issuing of water shut off tags shall be charged to the property owner at a fee of \$45.00;
- water account inquiries will be provided at a fee of \$7.00;
- Reading of analog meter due to refusal to upgrade to RF meters will be provided at a fee of \$45.00 per scheduled reading dates;
- Customer request to change out from an RF meter to an analog meter will be at the customer's expense to cover the actual cost of the new analog meter plus removal and installation costs.

7. Late Payment Fee

A two and one half (2 ½%) percent late payment fee is charged on the first day of default to all users. This is a one-time charge on the amount billed and outstanding past the due date. Water payments must be received at the Municipal Office City Hall on or before the due date.

Late payment penalty fees shall not be charged during the months of March and April of 2020.

8. On and Off Charges

A single charge for turn off/on will be levied if performed on the same calendar day during regular hours.

A single charge at the after-hours/weekend rate will be levied if the turn off/on is performed within a 4 hour (maximum) period.

9. **Meter Testing**

All meter testing will require a minimum deposit of \$50.00 and will be billed at actual cost. The minimum deposit will be applied to the bill. If the meter is found to be inaccurate, creating an over billing, the deposit will be refunded.

10. **New Water Meter and Remote Reader**

5/8" X 3/4" meter complete	actual cost
3/4" meter complete	actual cost
1" meter complete	actual cost
1 1/2" meter complete	actual cost
2" meter complete and larger	actual cost

11. **Permits**

A fee for new water service installation will be charged based on the current annual Public Works Services Schedule of Rates and Fees, to be collected on the building permit.

12. **Billing Cycle**

All users with meters greater than 50 mm (2") to be billed monthly. This includes bulk water and large users. All other users to be billed quarterly, meters being read and billed between three defined areas designated by the Corporation.

The Corporation of the City of Port Colborne

By-Law No. _____

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 March 22, 2021

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 March 22, 2021 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 22nd day of March, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk