

**City of Port Colborne
Council Meeting Agenda**

Date: Monday, April 12, 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	
4. Adoption of Agenda	
5. Disclosures of Interest	
6. Approval of Minutes	
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7. Staff Reports	
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9. Presentations

10. 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.

11. Mayor's Report

12. Regional Councillor's Report

13. Staff Remarks

14. Councillors' Remarks

15. Consideration of Items Requiring Separate Discussion

16. Motions

17. Notice of Motions

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19.4.	By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne	215
20.	Confidential Items	
	Confidential reports will be distributed under separate cover. Items may require a closed meeting in accordance with the Municipal Act, 2001.	
20.1.	Minutes of the closed session portion of the March 22, 2021 Council Meeting	
20.2.	Chief Administrative Office Report 2021-86, Potential Disposition of Land	
20.3.	Chief Administrative Office Report 2021-99, Potential Disposition and Acquisition of Land	
20.4.	Chief Administrative Office Report 2021-98, Potential Acquisition of Land	
21.	Procedural Motions	
22.	Information items	
23.	Adjournment	

City of Port Colborne

Council Meeting Minutes

Date: Monday, March 22, 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: T. Cartwright, Director of Community Safety & Enforcement
A. LaPointe, Acting Director of Planning and Development/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. National Anthem

3. Proclamations

3.1 World Autism Awareness Day, April 2, 2021

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

That April 2, 2021 be proclaimed as "World Autism Awareness Day" in the City of Port Colborne in accordance with the request received from Autism Ontario - Niagara Region Chapter.

Carried

4. Adoption of Agenda

The Mayor indicated that the correspondence received from the Niagara Region regarding Niagara Official Plan Process and Local Municipality Conformity be moved to the first sub-item under Item 16 Consideration of Items Requiring Separate Discussion.

Moved by Councillor D. Kalailieff

Seconded by Councillor A. Desmarais

That the agenda dated March 22, 2021 be confirmed, as amended.

Carried

5. Disclosures of Interest

5.1 Councillor E. Beauregard - Niagara Region - Review Options - South Niagara Aquifer

The Councillor is employed by Sullivan Mahoney LLP., one of the solicitors for Port Colborne Quarries Inc., a company that has an application before the City of Port Colborne, which is directly impacted by any decision involving the Niagara South Aquifer.

6. Approval of Minutes

Moved by Councillor H. Wells

Seconded by Councillor G. Bruno

- a. That the minutes of the Regular Meeting of Council held on March 8, 2021, be approved as circulated.
- b. That the minutes of the Committee of the Whole-Budget meeting held on March 11, 2021, be approved as circulated.

Carried

6.1 Regular Meeting of Council - March 8, 2021

6.2 Committee of the Whole-Budget - March 11, 2021

7. Recommendations Arising from Committees

7.1 2021 Rate Budgets, 2021-80

Moved by Councillor H. Wells

Seconded by Councillor D. Kalailieff

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

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

Carried

a. Staff Presentation Regarding 2021 Rate Budget and Rate Setting

7.2 2021 Rates Setting, 2021-84

Moved by Councillor H. Wells

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 and Wastewater Rates as set out in page 5 of report 2021-84 be approved; and

That the Storm Sewer Rates be referred to the Director of Public Works to investigate while utilizing the City's Official Plan Urban Service Mapping.

Carried

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

- b. Amended and Additional Attachments to Memo from Steve Shypowskyj, Manager of Projects & Design - Storm Sewer Budget**

8. Staff Reports

Moved by Councillor M. Bagu

Seconded by Councillor F. Danch

That items 8.1 and 8.2 be approved, and the recommendations contained therein be adopted.

Carried

8.1 Funding Agreement with Ministry of Transportation, 2021-107

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.

8.2 Port Colborne Distribution System 2020 Annual Summary Report, 2021-70

That Public Works Department Report 2021-70, prepared in accordance with O.Reg. 170/03, be received for information.

9. Correspondence Items

Moved by Councillor M. Bagu

Seconded by Councillor F. Danch

That items 9.1 and 9.2 be received for information.

Carried

9.1 Niagara Region - Natural Environment Work Program - 2nd Point of Engagement

9.2 Township of Wainfleet - Donation of Face Coverings

10. Presentations

11. Delegations

12. Mayor's Report

A copy of the Mayor's Report is attached.

13. Regional Councillor's Report

14. Staff Remarks

14.1 COVID-19 Update (Luey)

The Chief Administrative Officer provided an update with respect to the COVID-19 pandemic. He informed Council that the City is still currently designated by the Province to be in the Red state and that the City will be providing a facility for facilitating vaccinations. The Chief Administrative Officer concluded his update by letting residents know to visit www.ontario.ca/book-vaccine for more information.

15. Councillors' Remarks

15.1 Spring Cleanup (Danch)

Councillor Danch thanked community members for doing their part to clean up waste all around the City.

15.2 Truck Lane on Highway 58 (Danch)

In response to Councillor Danch's inquiry regarding whether the Ontario Ministry of Transportation (MTO) could be contacted to request that a truck lane be installed where trucks turn to go northbound onto Highway 58 from Stonebridge Drive, the Mayor confirmed that staff could send the MTO a letter.

15.3 Traffic Calming Measures on Clarence Street (Bagu)

In response to Councillor Bagu's inquiry regarding potential traffic calming measures on Clarence Street by Clare Avenue, the Director of Public Works confirmed that staff will first install more speed limit signs in this area and will then further investigate additional measures.

15.4 Erie Street Sewer (Bruno)

In response to Councillor Bruno's inquiry regarding whether the Erie Street sewer could be rehabilitated sooner than others, the Director of Public Works confirmed that staff can investigate this particular sewer.

15.5 Roads (Desmarais)

Councillor Desmarais expressed appreciation towards staff for keeping the roads nice and clean as the seasons transitions into Spring.

15.6 Pet Waste (Desmarais)

Councillor Desmarais requested that the public ensure that they clean up after their pets when they take them out for walks.

15.7 Short-term Rentals Update (Bodner)

In response to Councillor Bodner's request for an update on the matter of short-term rentals, the Acting Director of Planning & Development/City Clerk informed Council that she is working with the Community Safety & Enforcement department on the issue and will provide an update at the next meeting.

15.8 Spring Break Beaches' Operations (Bodner)

Councillor Bodner inquired if staff have considered beach operations during the upcoming spring break. The Director of Community Safety & Enforcement informed Council that his staff will keep an eye on the weather and plan for booking staff accordingly.

15.9 Dog Feces at Vale Health and Wellness Centre (Beauregard)

In response to Councillor Beauregard's request to have pet waste bag stands installed at the Vale Health and Wellness Centre in order to prevent dog feces from not getting picked up, the Director of Public Works confirmed that he would investigate.

15.10 Sharps Containers (Desmarais)

In response to Councillor Desmarais' request to have sharps containers installed at various locations around the City, the Director of Public Works confirmed that he would investigate.

16. Consideration of Items Requiring Separate Discussion

16.1 Niagara Region - Niagara Official Plan Process and Local Municipality Conformity

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

That correspondence from the Niagara Region regarding Niagara Official Plan Process and Local Municipality Conformity, be received for information.

Carried

16.2 2020-2023 Strategic Plan, 2021-96

Moved by Councillor H. Wells

Seconded by Councillor M. Bagu

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

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

Amendment:

Moved by Councillor D. Kalailieff

Seconded by Councillor G. Bruno

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

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

That the Manager of Strategic Initiatives be directed to remove the following wording from the draft Strategic Plan:

"Partner with Hamilton Oshawa Port Authority on an MOU and".

Carried

Amendment:

Moved by Councillor G. Bruno

Seconded by Councillor A. Desmarais

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

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

That the Manager of Strategic Initiatives be directed to remove the following wording from the draft Strategic Plan:

"Partner with Hamilton Oshawa Port Authority on an MOU and"; and

That the Manager of Strategic Initiatives be directed to move forward with the preparation of the draft Strategic Plan communications card.

Carried

a. Staff Presentation Regarding 2020-2023 Strategic Plan

16.3 Lockview Park Redevelopment – Public Engagement Plan, 2021-95

Moved by Councillor M. Bagu

Seconded by Councillor A. Desmarais

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

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

Amendment:

Moved by Councillor A. Desmarais

Seconded by Councillor M. Bagu

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

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

That the Manager of Strategic Initiatives be directed to coordinate two separate Lockview Park Redevelopment Public Open Houses, one in June 2021 and one in September 2021.

Carried

16.4 Application for Bulk Water Haulage Agreement – Forks Creek Trucking Inc., 2021-89

Moved by Councillor H. Wells

Seconded by Councillor E. Beauregard

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.

Carried

16.5 Niagara Region - Review Options - South Niagara Aquifer

Councillor E. Beauregard declared a conflict on this item. (The Councillor is employed by Sullivan Mahoney LLP., one of the solicitors for Port Colborne Quarries Inc., a company that has an application before the City of Port Colborne, which is directly impacted by any decision involving the Niagara South Aquifer.)

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

That correspondence from the Niagara Region regarding the review of options – South Niagara Aquifer, be received for information.

Carried

17. Motions

17.1 City Entrance By-law (Councillor Beauregard)

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

That the rules respecting notice of motion, as outlined under Section 15 of the Procedural By-law, be waived in order to dispense with notice.

Carried

Moved by Councillor E. Beauregard
Seconded by Councillor A. Desmarais

That the Director of Public Works be directed to investigate the City's Entrance By-law No. 1117/64/81 alongside the Acting Director of Planning and Development and prepare a report to bring forward to Council on April 26, 2021.

Carried

18. Notice of Motions

19. Minutes of Boards & Committees

20. By-laws

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

That items 20.1 to 20.5 be enacted and passed.

Carried

- 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**
- 20.2 By-law to Authorize Entering into an Agreement with The Ministry of Transportation regarding Municipal Transit Funding**
- 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**
- 20.4 By-law to Authorize Entering into a Bulk Water Sales Agreement with Forks Creek Trucking Incorporated**
- 20.5 By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne**

21. Confidential Items

Moved by Councillor M. Bagu
Seconded by Councillor F. Danch

That Council do now proceed into closed session in order to address items 21.1, 21.2, and 21.3.

Carried

- 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

Council moved into Closed Session at approximately 9:05 p.m.

Council reconvened into Open Session at approximately 10:33 p.m.

Mayor Steele adjourned the meeting at approximately 10:34 p.m.

William C. Steele, Mayor

Amber LaPointe, City Clerk



PORT COLBORNE

MAYOR'S REPORT

MARCH 22, 2021 COUNCIL MEETING

COVID-19

Niagara continues in the Red-Control level, as described in the Keeping Ontario Safe and Open Framework.

We 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 City is working with local restaurants to have outdoor patios ready for April 1st, a month earlier than last year.

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.

Vaccinations are now available. Currently individuals 75 years of age or older can register to receive the vaccine by going to the Government of Ontario website to book an appointment or calling 1-888-999-6488.

There are presently mass vaccination sites available in the Niagara Region.

Starting in April, Public Health will be using the gymnasium at the Vale Health & Wellness Centre as a smaller, local vaccination site.

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

OPENING OF THE WELLAND CANAL

On Friday, March 19th The St. Lawrence Seaway Management Corporation opened the Welland Canal.

Our traditional Top Hat Ceremony took on a virtual approach this year as we welcomed Captain Pierre Raymond and Chief Engineer Martin Dansereau of the CSL Tadoussac as the first downbound vessel.

You can watch our virtual Top Hat celebration on our YouTube channel.

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.

PORT CARES SOUPFEST

Port Cares will be holding a drive-by Soupfest this year and I would like to play a brief video for you.

[Play video](#)

Thank you and stay safe.

Subject: Edie's Café and Bar – Pilot Project 2022

To: Council

From: Chief Administrative Office

Report Number: 2021-114

Meeting Date: April 12, 2021

Recommendation:

That Chief Administrative Office Department Report 2021-114 be received; and

That Council direct the Manager of Strategic Initiatives to enter into negotiations with Lively Media regarding a lease to operate Edie's Café and Bar on City property from June 2022 to September 2022.

Purpose:

The purpose of this report is to update Council on a proposal received from Leanna Crouch, owner of Lively Media, to operate Edie's Café and Bar as a pilot project over four months during the summer of 2022. Ms. Crouch and her partners from Niagara College will be appearing at the April 12th Council meeting as a delegation to discuss the proposal in more detail.

Background:

In the fall of 2020, City staff were approached by Leanna Crouch who had expressed interest in the availability of potential locations to operate a pop-up micro-restaurant somewhere along the City's waterfront. The Manager of Special Projects and Design, Director of Community and Economic Development, and Manager of Strategic Initiatives met with Ms. Crouch and showed her various locations, including Cedar Bay Beach, H.H. Knoll Lakeview Park, and potential areas along West Street.

Discussion:

Guided by the Parks and Recreation Master Plan, City staff are exploring opportunities for new partnerships and collaborations with the private sector and non-profit organizations to assist in delivering programs and services in City parks, beaches and along our waterfront.

The proposal from Lively Media, and the concept of Edie's Café and Bar, aligns with the City's renewed focus on attracting more visitors to our community, promoting a variety of exceptional culinary experiences and expanding our food offerings in City parks and along our waterfront. Edie's Café and Bar will offer locally sourced products through partnerships with Port Colborne businesses, the Farmers' Market, Niagara wineries, craft breweries and Dillon's Distillery. Niagara College has also been approached and is very interested in having students from their culinary programs become actively involved in the workings of this micro-restaurant.

In addition to a lease with the City, Lively Media has requested a liquor license. Based on staff's initial conversations with the Alcohol and Gaming Commission of Ontario (AGCO), obtaining a liquor license is possible. The liquor license application would need to be submitted by Lively Media/Edie's Café and Bar and then approved by Council. If approved by Council, Lively Media will need to adhere to the City's Municipal Alcohol Policy in addition to all requirements from the AGCO. For groups to host special events with alcohol on municipal property, the City requires liquor liability coverage at a minimum of \$5 million. Staff will consult the City's municipal insurance provider regarding the appropriate amount of coverage.

Internal Consultations:

This proposal has been reviewed by the CAO, Manager of Strategic Initiatives, Economic Development Officer, Tourism Coordinator, and Events and Volunteer Coordinator.

Financial Implications:

This is a new venture for the City. The City would collect rental and utility fees from the food vendor. In 2021, staff will be monitoring the impact on garbage collection, contract management, repairs and maintenance for food vendors to be located in H.H. Knoll Lakeview Park and staff are currently in the process of identifying capital improvements to improve the park experience. This information will be helpful for the 2022 season.

Public Engagement:

The proposal from Lively Media to operate Edie's Café and Bar includes outreach, engagement and partnerships with local businesses, the Farmers' Market, Niagara College, Niagara wineries, craft breweries and Dillon's Distillery.

Conclusion:

City staff are exploring innovative ideas and strategic partnerships to deliver new and diverse programs and services to our residents and visitors in our parks, beaches, and along our waterfront. Lively Media would like to partner with the City on a pilot project in the summer of 2022 to operate Edie's Café and Bar as a pop-up micro-restaurant that features locally sourced products, wine, craft beer and spirits. Edie's would also work in tandem with Port Colborne businesses, the Farmers' Market, and students from Niagara College's culinary programs to staff their restaurant. Staff are recommending that the City enter into negotiations with Lively Media regarding a lease arrangement to operate a pop-up micro-restaurant on City property (exact location to be determined) for the summer of 2022.

Appendices:

- a. Edie's Café and Bar – Proposal

Respectfully submitted,

Gary Long
Manager of Strategic Initiatives
905-835-2900 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.

EDIE'S CAFE & BAR

PROPOSAL

*Submitted for your consideration by
Lively Media, proprietor Leanna Crouch*



Edie's

A SMALL CAFE WITH A BIG IDEA

Lively Media is proposing to open a small seasonal outdoor Café and Bar that celebrates and showcases local culinary excellence in Port Colborne. We are asking for a one-time short-term lease (May- September) on Port Colborne City-owned property overlooking the lake with the option for renewal for next year. Opening day would be scheduled for June 15th 2022.

Featuring the best products and produce from the area, Edie's will work in tandem with local businesses and the Farmer's Market, raising both awareness of the bounty of our region and recalibrating the culinary bar.

Open from June 1st until Labour Day, Edie's will work with local students from the renowned Niagara College culinary programs who are interested in launching their careers close to home. We will pursue a symbiotic relationship with Niagara College's Canadian Food and Wine Institute as well.



There are very few restaurants on the beach with an unobstructed view of Lake Erie near Port Colborne that aren't privately owned or are accessible to the public. Edie's Café and Bar concept offers an alternative. Council could consider this as a pop up or test pilot for similar future endeavours.

Our food will be prepared and served onsite from an elegant mobile kitchen, with limited seating (a maximum of four tables) and a Bar with three or four bar stools; all seating will be outdoors under a white canvas tent and sparkling white lights. Hours will be limited; opening

at lunch and with a proposed last call at 10pm each day. Due to the intimacy of the setting, reservations are going to be encouraged although for the drop in crowd we will be serving light snacks during the day. This concept is on trend as micro restaurants have become a way to viably run a restaurant 1.

-
- 1. **WILL MICRO-RESTAURANTS REPAIR A BROKEN INDUSTRY?**
 - 1. **MICRO RESTAURANTS ARE THE LATEST DINING TREND**



The project aligns with the spirit of the Port Colborne plans for tourism and attractions.

We intend to be a part of that agenda, enthusiastically working with and supporting other local businesses.

Niagara on the Lake and St Catharines are major destinations for renowned cuisine in the Niagara Peninsula attracting Torontonians and tourists alike. The wineries are serving excellent food. But the south shore has not yet achieved that kind of attention. Edie's aims to be a bright light, as compact as it is, to be part of the exciting new developments happening here.

The Look and Feel of the Café:

Imagine the Lake Erie version of a beach restaurant/bar in Negril Jamaica; welcoming, casual and reflecting its surroundings. It will have a laid-back vibe with customers looking out at the water with a good glass of wine in hand. Outside seating only (with flaps at the ready on the side of a tent in the event of inclement weather).





Zero Environmental Footprint

The restaurant would be environmentally responsible, with no disposable cutlery, cups or plates. We are reviewing methods to provide takeout which could include selling refillable containers that can be refunded upon return or used as a discount for further purchases.

Everything will be removed from the property the week after Labour Day. At the end of the season, it will be fully dismantled and stored elsewhere for the winter. Edie's will be a good neighbour and corporate citizen.

Partnerships

Edie's, upon approval of this project and a successful negotiation for the seasonal lease by the City, will immediately reach out to small local businesses. Bakeries, butchers, cheesemongers, artisanal food producers of all kinds and of course, the vendors at the Farmers Market who will become our weekly suppliers. The farms and the stores contributing their products to the Café will be noted on the bottom of the menu each day.

The menu: Adjusted to what is in season. A classic Farm to Table philosophy ².

Cocktails, Wine and Craft Beers will be Served

Customers will have the opportunity to sip on a Dillions gin and tonic, a crisp glass of white wine from a local winery and sample award winning craft beer from local breweries including [the Niagara College brewery](#).

OUR ASK

I

To enter negotiations to lease property from the City as a location for the café.

2

The granting of a liquor license for the summer.

3

Working with the City to ensure proper bathroom facilities and electricity are available.





About Leanna Crouch

Leanna Crouch is a Welland born and raised entrepreneur currently based in Toronto. She has produced hundreds of hours of television, including two award winning culinary series – *Gold Medal Plates*; *The Quest for Canada's Best Chef* and *The Chef's Domain*, both of which aired on Discovery Channel and were sold worldwide. Her company, Lively Media, operating since 2009, has created a new division to pursue opportunities in the hospitality industry. Her family has deep roots in the region including spending their summers on Lake Erie for over 40 years. The Port Colborne area is where she wants to grow her business.

[Lively Media | leannacrouch@livelymedia.ca](mailto:leannacrouch@livelymedia.ca)





Subject: Year End Surplus/(Deficit) and Closeout Report

To: Council

From: Corporate Services Department

Report Number: 2021-74

Meeting Date: April 12, 2021

Recommendation:

That Corporate Services Department Report 2021-74 be received; and

That the recommendations set out in the Discussion section and Appendix D of Corporate Services Department Report 2021-74 be approved.

Purpose:

This report highlights the funding budget to actual results, provides recommendations pertaining to surplus/(deficit), capital and related project closeouts and reserve activity.

Background:

This is a new report to the City of Port Colborne (the "City"). Financial Services identifies this report structure is a work-in-progress and hopes Council finds this report to be a positive step towards greater transparency and accountability.

Financial Services cautions Council and other users of this report from trying to tie account groupings in Appendix A to the 2021 budget as the 2020 budget was not developed using the same account groupings. Financial Services is working with a third party to align historical accounts to the new 2021 budget account groups to support multi-year comparatives.

Financial Services identifies this report does contain certain forward-looking information. In preparing this report, certain assumptions and estimates were necessary. They are based on information available to management at the time of preparing this report. Council and other users are cautioned that actual results may vary.

Financial Services also reminds Council and users this report is based on fund accounting. This means this report is based on a management accounting model that can be described as modified cash accounting instead of accrual accounting. In this report, like the City's budget, financial transactions reflect the receipt and disbursement of cash and recording of current assets. This report is not prepared in accordance with full Canadian public sector accounting standards like the audited financial statements. For example, this report reflects capital purchases as cash outlays instead of capitalizing them on the balance sheet and amortizing them over their useful life. As a reminder, fund accounting is utilized by all municipalities as a mechanism to develop budgets and track cashflow. While accrual accounting can provide for a longer-term picture of an organization by capitalizing assets and recording long-term liabilities like employee future benefits, fund accounting helps the municipality ensure funding is available in the immediate to cover current obligations.

Financial Services identifies this is not the end journey for this report's development/progression and look forward to comments and suggestions from Council on how to improve this reporting going forward.

Council is encouraged to reach out to staff with any questions regarding this report.

Discussion:

For the fiscal year ended December 31, 2020 the City experienced the following Surplus/(Deficit):

	Actual	Budget	Net
Levy			
Revenue	\$ 28,733,074	\$ 28,454,024	\$ 279,050
Personnel Expense	\$ 13,592,906	\$ 13,021,105	(\$ 571,801)
Operating Expense	\$ 14,981,727	\$ 15,432,919	\$ 451,192
Surplus	\$ 158,441	\$ -	\$158,411

Revenue was up slightly year over year because of investment income and new assessment growth. In aggregate, the losses in revenue at the Vale Health and Wellness Centre and Sugarloaf Marina were approximately equal to the COVID-19 funding received from the Provincial government.

Personnel expenses were up because of water and wastewater employees being reassigned to levy related activities without budget being established in the levy (this was discussed during the Rate budget) and some organizational changes.

Operating expenses in aggregate were lower with the largest savings coming from the cancellation of various programs and other events during the year.

Appendix A provides some greater detail regarding salient budget to actual differences.

	Actual	Budget	Net
Rate			
Revenue	\$ 10,912,145	\$ 11,943,532	(\$ 1,031,387)
Personnel Expense	\$ 696,775	\$ 1,232,179	\$ 535,404
Operating Expense	\$ 10,784,208	\$ 10,711,353	(\$ 72,855)
Deficit	(\$ 568,838)	\$ -	(\$ 568,838)

The net deficit in the rate budgets is materially the same as shown and discussed during the 2021 Rate budget process. As noted during that budget process, revenue has historically come in under budget which lead to the 2021 rates requiring adjustment. Personnel expenses were under budget because of employee time being redirected to Levy or Drainage related activities and positions remaining unfilled to avoid realizing a deficit.

Included in the Levy figures above are the following salient COVID-19 financial pressures related to non-Self-Sustaining Entities (SSEs) and related funding:

Impact	Amount
Positive Financial Impact	
Vale Health and Wellness Centre reduced Utility Costs	\$ 198,000
Provincial COVID-19 Funding	\$ 622,700
Canal Days, Recreation and Other Events	\$ 476,100
	\$ 1,296,800
Negative Financial Impact	
Personnel Expenses*	\$ 694,200
Information Technology	\$ 103,300
Material, Contract Costs	\$ 151,400
Vale Health and Wellness Centre Lost Revenue	\$ 290,000
	\$ 1,238,900
Net Levy Impact before SSE impact	\$ 57,900
SSE: Sugarloaf Marina Impact (funded through Marina reserve)	(\$ 232,800)
Net Impact	(\$ 174,900)

* Corporate Services identifies this represents employee time redirected to the COVID-19 pandemic. This represents approximately 5% of personnel expense which was related to the COVID-19 pandemic. Corporate Services will identify staff was judicious in how they allocated time to COVID-19. The reality is staff were impacted by the pandemic and working to support the City through the pandemic in 100% of their time and actions.

The net impact above forms part of the City's Levy surplus at year end. Financial Services highlights that Sugarloaf Marina is funding the impact through reserves (**Appendix D**).

This report contains a summary of Capital and Related Projects by way of **Appendix B and C**. **Appendix B** represents capital projects and remaining funding that has been approved previously or recommended for approval in this report. The balance of these projects represents \$10,134,933. An update on 2021 activity will be provided with the first trimester reporting that will be prepared for the period ending April 30, 2021.

Members of Council and users of this report will identify a capital account "Capital and Related Project Budget Over/Short" in the amount of \$280,108 in **Appendix B**. This balance was the result of Financial Services and other departments closing out completed projects or projects no longer required. Council and users of this report will note the net balance is positive. In recognition of the \$10,134,933 capital backlog staff recommend most of these funds be used to hire temporary purchasing and project coordinator support until December 31, 2022. The estimated cost of this assistance is \$273,600.

Appendix C is a linkage/bridge between **Appendix B** and Report 2020-116 that served to summarize all projects approved in 2020 and prior.

Council and Users of this report will find **Appendix B** ties into the "work-in-progress" reserve line on **Appendix D**. This report through **Appendix D** makes the following reserve recommendations:

- The Year End Levy (non-SSE) Surplus be allocated as follows:

Reserve	Rational	Amount
Canada Summer Games Reserve	To match Council commitment	\$2,500
Municipal Election Reserve	To increase reserve to level anticipated for the next election	\$25,000
Encumbrance Reserve	To allow for \$30,000 for a cannabis strategy and \$58,000 to fund identified pressures related to the General Insurance contract (Report 2021-25)	\$88,000
Future Liabilities Reserve	To fund WSIB claims and potential claims. Align with Confidential Report 2021-91.	\$209,644
Working Capital Reserve	To align reserve with funding target.	\$15,477
Total		\$340,621

- SSE and Rate surplus/deficits be director to and/or funded from their respected reserves.

- The following reserve additions/deletions be made:
 - A Community Safety Committee reserve be added in a manner like other Committee reserves. This Committee was overlooked when the Reserve Policy was developed.
 - A Roselawn reserve be added with a funding target to be determined once a Roselawn Plan is developed. The funds identified in Appendix D are from previously approved and closed out projects. The funds have been put in this reserve for future use dependent on a Roselawn Plan being developed.
 - The Show Boat reserve be removed recognizing this reserve will not be required because of the agreement that has been developed and is being presented to Council via Report 2021-115.
- The following funding substitutions and/or transfers be made:
 - In 2021 the Province of Ontario has provided the City with \$630,536 of additional COVID-19 funding. As a result, staff recommended leaving the funds previously budgeted from the General Sustainability Reserve in the amount of \$253,400 in the reserve.
 - The Federal Government has announced \$558,126 in new one-time gas tax funding to the City. Financial Services recommends the previously approved Clarence Street Sidewalk project be 80% or \$132,000 funded from Gas Tax instead of the 2021 Capital Budget contingency fund. See additional comments related to Gas Tax funding below.
- The following Capital and Related Projects be added:
 - Recognizing the new funding from the Federal Government with respect to gas tax and the health and safety concern regarding the elevator in City Hall, it is recommended that a project for \$100,000 be established to fix the electrical equipment associated with the elevator. Funding would be 80% from this new Gas Tax funding and 20% from the 2021 Capital Budget contingency fund. This Capital and Related Project addition plus the Clarence Street Sidewalk funding substitution will leave the 2021 Capital Budget contingency fund with a balance of \$172,654.

Appendix D provides some greater detail regarding salient reserve fund activity, including the recommendations noted above.

Financial Services has in **Appendix D** also identified the approved reserve targets and/or progress or steps required to establishing a final target.

Council and users of this report will also find **Appendix E – Investments** and **Appendix F – Debt Management** that highlight the City's investment returns and debt management along with related compliance with approved policies.

Financial Services identifies there is no new debt approved or forecasted at this time. As forecasted in **Appendix F** the City's ARL is forecasted to decline over time and at 6.5% forecasted for in-year 2021, it remains well below the City's self-imposed limit of 15% and the Province of Ontario maximum of 25%.

Internal Consultations:

Financial Services would like to thank all departments for their assistance and cooperation.

Conclusion:

That the recommendations contained in this report be approved.

Appendices:

- a. Appendix A – Surplus/(Deficit)
- b. Appendix B – Capital and Related Projects
- c. Appendix C – Prior Year Capital and Related Projects
- d. Appendix D – Reserves
- e. Appendix E – Investments
- f. Appendix F – Debt Management

Respectfully submitted,

Bryan Boles, CPA, CA, MBA
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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 - Operating Surplus

	2020					2020					Net	
	Actual					Budget						
	Revenue	Personnel Expenses	Operating Expenses	O/H Applied*	Net	Revenue	Personnel Expenses	Operting Expenses	Net		Different	
Levy Budget												
Global	\$ 23,918,316	\$ -	\$ 3,482,517	\$ 174,870	\$ 20,610,669	\$ 22,864,544	\$ -	\$ 3,496,621	\$ 19,367,923	\$ 1,242,746	1	
Council	\$ 42,000	\$ 275,478	\$ 214,776		-\$ 448,254	\$ 42,000	\$ 254,233	\$ 268,278	-\$ 480,511	\$ 32,257		
CAO's Office	\$ 317,519	\$ 425,644	\$ 226,041		-\$ 334,166	\$ 236,726	\$ 366,306	\$ 239,519	-\$ 369,099	\$ 34,933		
Corporate Services	\$ 492,222	\$ 2,123,791	\$ 1,483,838		-\$ 3,115,406	\$ 438,822	\$ 2,085,317	\$ 1,253,244	-\$ 2,899,739	-\$ 215,667	2	
Transit	\$ 78,018	\$ -	\$ 247,618		-\$ 169,600	\$ 160,500	\$ -	\$ 330,100	-\$ 169,600	-\$ 0		
Community and Economic Development	\$ 1,019,626	\$ 2,547,167	\$ 2,579,393		-\$ 4,106,933	\$ 1,785,312	\$ 2,555,675	\$ 3,643,529	-\$ 4,413,892	\$ 306,959	3	
Economic Development	\$ 69,816	\$ 173,087	\$ 259,720		-\$ 362,992	\$ 65,000	\$ 140,088	\$ 282,259	-\$ 357,347	-\$ 5,645		
Market Squre	\$ 7,225	\$ -	\$ 19,509		-\$ 12,284	\$ 11,600	\$ -	\$ 20,179	-\$ 8,579	-\$ 3,705		
Community & Recreation	\$ 18	\$ 551,607	\$ 103,447		-\$ 655,036	\$ 1,710	\$ 593,909	\$ 157,834	-\$ 750,033	\$ 94,997		
VHWC	\$ 704,115	\$ 537,505	\$ 1,504,071		-\$ 1,337,461	\$ 994,766	\$ 594,377	\$ 1,658,877	-\$ 1,258,488	-\$ 78,973		
Roselawn	\$ 8,142	\$ 91,447	\$ 65,050		-\$ 148,355	\$ 30,500	\$ 122,084	\$ 76,565	-\$ 168,149	\$ 19,794		
Parks	\$ 23,853	\$ 1,030,324	\$ 603,089		-\$ 1,609,560	\$ 18,000	\$ 844,485	\$ 495,964	-\$ 1,322,449	-\$ 287,111		
Canal Days & Events	\$ 18,186	\$ 163,196	\$ 24,505		-\$ 169,516	\$ 663,736	\$ 260,732	\$ 951,851	-\$ 548,847	\$ 379,331		
Public Works	\$ 867,955	\$ 3,735,326	\$ 3,890,375		-\$ 6,757,747	\$ 872,823	\$ 3,363,699	\$ 3,293,401	-\$ 5,784,277	-\$ 973,470	4	
Planning and Development	\$ 483,071	\$ 980,088	\$ 564,665		-\$ 1,061,682	\$ 465,855	\$ 1,033,553	\$ 522,364	-\$ 1,090,062	\$ 28,380	5	
Fire	\$ 111,503	\$ 2,787,031	\$ 554,829		-\$ 3,230,357	\$ 20,550	\$ 2,568,650	\$ 520,790	-\$ 3,068,890	-\$ 161,467	6	
Library (City Funding)	\$ -	\$ -	\$ 773,827		-\$ 773,827	\$ -	\$ -	\$ 773,827	-\$ 773,827	\$ -		
Museum	\$ 103,611	\$ 315,090	\$ 60,596		-\$ 272,076	\$ 92,134	\$ 308,389	\$ 82,861	-\$ 299,116	\$ 27,040		
	\$ 27,433,841	\$ 13,189,615	\$ 14,078,475	\$ 174,870	\$ 340,621	\$ 26,979,266	\$ 12,535,822	\$ 14,424,534	\$ 18,910	\$ 321,711		
Self Sustaining Entities (SSE's)												
Nickel Beach	\$ 233,107	\$ 74,707	\$ 69,677	-\$ 47,659	\$ 41,064	\$ 125,000	\$ 62,143	\$ 40,972	\$ 21,885	\$ 19,179		
Marina	\$ 1,003,911	\$ 320,905	\$ 814,677	-\$ 101,100	-\$ 232,771	\$ 1,302,858	\$ 398,292	\$ 945,338	-\$ 40,772	-\$ 191,999	7	
Cemetery	\$ 62,215	\$ 7,679	\$ 18,898	-\$ 26,111	\$ 9,527	\$ 46,900	\$ 24,848	\$ 22,075	-\$ 23	\$ 9,550		
	\$ 1,299,233	\$ 403,291	\$ 903,252	-\$ 174,870	-\$ 182,180	\$ 1,474,758	\$ 485,283	\$ 1,008,385	-\$ 18,910	-\$ 163,270		
	\$ 28,733,074	\$ 13,592,906	\$ 14,981,727	\$ -	\$ 158,441	\$ 28,454,024	\$ 13,021,105	\$ 15,432,919	\$ -	\$ 158,441		

Rate Budgets

Storm Sewer	766,700	47,076	809,228	-\$	89,604	775,279	87,655	687,624	\$	-	-\$	89,604	8
Water	4,885,893	540,705	4,217,366	\$	127,822	5,179,824	790,145	4,389,679	\$	-	\$	127,822	8
Wastewater	5,259,552	108,994	5,757,614	-\$	607,056	5,988,429	354,379	5,634,050	\$	-	-\$	607,056	8
<hr/>													
	\$ 10,912,145	\$ 696,775	\$ 10,784,208	\$ -	-\$ 568,838	\$ 11,943,532	\$ 1,232,179	\$ 10,711,353	\$ -	-\$ 568,838			
<hr/>													
Levy + Rate	\$ 39,645,219	\$ 14,289,682	\$ 25,765,935	\$ -	-\$ 410,397	\$ 40,397,556	\$ 14,253,284	\$ 26,144,272	\$ -	-\$ 410,397			
<hr/>													

The following highlights some of the salient budget to actual differences (note these budget groupings do not align with the 2021 Levy budget, they follow groups of the 2020 Levy budget):

Notes

- 1

\$

622,700

The City received COVID-19 funding from the Provincial Government that was previously unbudgeted. These funds offset COVID-19 expenses as noted in this report.
- \$

174,870

Applied 2021 budget O/H model to 2020 to recognize levy support to SSE's
- \$

224,000

Investment income has traditionally been unbudgeted or deposited to reserves. The new Council approved Reserve Policy FIN-04 attributes investment income to obligatory and future liability reserves. See Investment reporting on **Appendix E**.
- \$

140,000

The City experienced new assessment growth of 1.97% in fiscal 2020 leading to supplemental billings higher then budget.
- \$

1,161,570
- 2

The net difference primarily relates to fees associated with subject matters experts utilized by Human Resources and a \$103,000 related to additional IT costs associated with COVID-19.
- 3

\$

476,100

The City experienced a net savings associated with Canal Days, Recreation & Other Events as a result of cancelations due to social distancing health measures as a result of COVID-19.
- \$

47,000

The net cost of the downtown LED decorative slight project done with the Business Improvement Associations.
- \$

92,000

The City experienced a revenue loss of \$290,000 at the VHWC offset by \$198,000 in reduced utility costs.
- 337,100
- 4

-\$

151,400

The majority of the City's COVID-19 relates expenses were coded to Public Works ranging from facility improvements (i.e. safety glass to) to general signage.
- \$

371,627

Staff identified \$193,000 in water and wastewater employee payroll being charged to Public Works. This was noted during the water and wastewater budget presentation. This work was not budgeted in the Levy Budget and is noted budgeted in the 2021 Levy Budget as it was noted between completing the Levy and Rate budgets. Staff will be reviewing chargebacks between the two budgets in 2021 and making recommendations doing into the 2022 budget process. Staff identify the remaining difference results from organizational changes within the Public Works department.
- \$

445,974

Staff have reviewed Public Works accounts and noted accounts ranging from culvert repairs, road grading, brush and tree trimming, sidewalk and snow removal, pavement markings, PC Harbour / Vale Rale all being overbudget. Public Works has noted a variety of reasons from Council requests to budgets historically not being significant. Budget adjustments have been made in the 2021 Levy budget to accommodate the budget requests of Public Works. There is a new Director, Public Works who will be supporting the Public Works team with their budget to actual review

going forward.
-\$ 969,001

- 5** This difference was a function of unfilled positions following staff turnover within the department.
- 6** This difference was the result of organizational changes within the Fire department.
- 7** While Sugarloaf Marina was able to reduce costs in-year it was not enough to offset reduced volume and prorated fees provided to boaters. Despite the current year loss Sugarloaf Maria maintained a reserve balance at year end of \$175,851 (**Appendix D**).
- 8** As presented in the Rate Budgets, Report 2021-80 the main driver of the budget to actual variance on water and wastewater is revenue which has been addressed through the 2021 budget process. The main driver on the Storm Sewer budget was unbudgeted but required repair and maintenance and borrowing costs. The close out figures identified above are materially consistent with Report 2021-80 although additional transactions during close-out were noted and required to the Storm Sewer budget in the amount of approximately \$13,000.

Appendix B - Capital and Related Projects

This appendix summarizes projects and related unspent funding (termed Approved Budget) carried forward from 2020, approved in the 2021 capital and related project budget or subsequently approved:

Project ID	Project Name	Project Description	Project Location	Department	Project Owner	Approved Budget
Projects Approved 2020 and Prior						
20C-CE-L56	Overholt Cemetery Expansion	Overholt Cemetery Expansion	Overholt Cemetery	Cemetery	Parks	80,330
20C-CS-L01	Modernization Grant Projects	Modernization/Customer Service	City Hall 1st Floor	Corporate Services	City Clerk	440,779
20C-CS-L53	IT-Access Control Door Reader	Security to IT server room	City Hall	Corporate Services	Information Technology	2,000
20C-CS-L54	Genetec Security Systm Upgrade	Provide access to NRPS	City Hall	Corporate Services	Information Technology	3,000
20C-CS-L55	IT - Server Room Relocation	Secure location in basement	City Hall	Corporate Services	Information Technology	180,000
20C-ED-L46	Cruise Ship Berthing Facility	Design concepts (3D rendering)	King Street	Economic Development	Economic Development	10,000
20C-ED-L47	Tourism Strategy & Cruise DST	Incl capital work-welcome ctr	King Street	Economic Development	Economic Development	185,148
20C-ED-L48	Industrial Land clearing	Clear Invertose 23 acres land	Invertose Drive Industrial Land	Economic Development	Economic Development	60,000
20C-MA-L57	HarbourMaster Building Repairs	Siding/Skirting/Deck structure	HarbourMaster Building	Public Works	Facility Maintenance	24,500
20C-MU-L59	Museum - Exhibit Cases	Replacement of cases from 1975	Museum	Museum	Museum Curator	5,000
20C-MU-L60	Museum - Cedar shingles	Treat and repair of 6 roofs	Museum	Museum	Facility Maintenance	10,000
20C-MU-L61	Museum Archive Building HVAC	HVAC unit/sidewalks/flooring	Museum exhibit areas	Museum	Facility Maintenance	18,500
20C-MU-L62	Repair Sidewalks to Archive	Accessability to washroom	Museum Ground	Museum	Facility Maintenance	5,000
20C-MU-L63	Archive Shelving/Art Rack	Replace sheving and art racks	Heritage Resource Building	Museum	Museum Curator	25,000
20C-MU-L64	Museum Lifeboat/Garage Upgrade	Preservation and Upgrade	Museum Ground	Museum	Museum Curator	10,000
20C-PL-L65	Planning - Plotter	Replace existing plotter	City Hall 2nd Floor	Planning and Development	Information Technology	10,000
20C-PW-L02	Picnic Tables In Various Parks	Picnic table repairs and rplc	Various Parks	Public Works	Parks Development & Assets	26,307
20C-PW-L03	Flashing Amber Beacons	Flashing speed zone beacons	Saint Therese School-Killaly St E	Public Works		18,355
20C-PW-L04	VHWC BOCCE Insulation	Insulating ductwork-Bocce area	VHWC BOCCE Club Area	Public Works	Facility Maintenance	4,600
20C-PW-L05	VHWC Rink 1 Insulation	Insulating ductwork-Rink1 area	VHWC Rink 1 Area	Public Works	Facility Maintenance	16,500
20C-PW-L06	City Hall - Window Replacement	Replace windows at City Hall	City Hall	Public Works	Facility Maintenance	85,000
20C-PW-L07	City Hall - HVAC Units Upgrade	Upgrades to old HVAC units	City Hall	Public Works	Facility Maintenance	20,000

20C-PW-L08	City Hall - Roof Repairs	Fall arrest protection	City Hall	Public Works	Facility Maintenance	12,000
20C-PW-L09	City Hall - Flat Roof Repairs	Patched & vents installed	City Hall	Public Works	Facility Maintenance	10,000
20C-PW-L10	City Hall - Bus Vestibule Vent	Install an exhaust fan	City Hall Bus Shelter Vestibule	Public Works	Facility Maintenance	2,500
20C-PW-L11	City Hall - Carpeting/painting	Replace portions of carpeting	City Hall	Public Works	Facility Maintenance	5,000
20C-PW-L12	City Hall -3rd Floor Furniture	Replace 3rd Floor Furniture	City Hall	Public Works	Facility Maintenance	54,420
20C-PW-L13	City Hall - Monitoring System	Remote monitoring system	For the generator and sump pump at City Hall	Public Works	Facility Maintenance	5,000
20C-PW-L14	Fire Hall - Facility Repairs	Roof/bay floors/lighting/walls	Fire Hall	Public Works	Facility Maintenance	67,500
20C-PW-L15	Fire Hall - Monitoring System	Remote monitoring system	Stand-by generator and sewage pumps at Fire	Public Works	Facility Maintenance	5,000
20C-PW-L16	Elm St & Elgin St Intersection	Imprv. to resolve safety issue	Elm St & Elgin St Intersection	Public Works	Design & Construction	50,000
20C-PW-L17	Lake End Access Gates	Install lockable gates	At lake end roads	Public Works	Design & Construction	22,500
20C-PW-L18	11 King St Facility Demolition	Sand dome&pump house demolish	11 King Street old PW location	Public Works	Facility Maintenance	35,000
20C-PW-L19	Bethel Furnace Replacement	And hazardous material removal	Bethel Community Centre	Public Works	Facility Maintenance	16,000
20C-PW-L20	Bethel Roof Replacement	Roof inspection & replacement	Bethel Community Centre	Public Works	Facility Maintenance	51,000
20C-PW-L21	Bethel Security /Accessibility	Accessibility items/flooring	Bethel Community Centre	Public Works	Facility Maintenance	3,500
20C-PW-L22	New solar lighting for Parks	Lighting upgrade for Parks	Various Parks	Public Works	Parks	45,000
20C-PW-L23	Centennial Park LED Lighting	Lighting & electrical upgrades	Humberstone Centennial Park Pavilion	Public Works	Facility Maintenance	6,500
20C-PW-L24	Centennial Park Pavilion Roof	Replace old roof to metal roof	Humberstone Centennial Park Pavilion south s	Public Works	Facility Maintenance	17,400
20C-PW-L25	HH Knoll Park Band Shell Roof	Replace cedar shingles on roof	HH Knoll Park Band Shell	Public Works	Facility Maintenance	16,500
20C-PW-L26	Friendship Trail Repair	Replace existing asphalt	Friendship Trail (East-West)	Public Works	Design & Construction	32,938
20C-PW-L27	Soccer Complex Bridge Repair	Replace existing wood bridge	T.A. Lannan Soccer Complex	Public Works	Parks	17,600
20C-PW-L28	Skateboard Park Parking Lot	Create a parking lot for park	Skateboard Park at Lock 8	Public Works	Design & Construction	4,000
20C-PW-L29	HH Knoll Park Walkways Repairs	Replace existing asphalt	Washroom - Fielden - Spraypad - Bridge	Public Works	Design & Construction	55,326
20C-PW-L30	Sherkston Accessibility Issues	Address accessibility issues	Sherkston Community Centre	Public Works	Facility Maintenance	2,500

20C-PW-L31	Sherkston Roof Repairs	Install new flashing	Sherkston Community Centre	Public Works	Facility Maintenance	12,000
20C-PW-L32	Sherkston Chimney/HotWaterTank	Remove chimney/new HotwaterTan	Sherkston Community Centre	Public Works	Facility Maintenance	7,500
20C-PW-L33	Sherkston Septic System	Upgrade to Sewer/Septic system	Sherkston Community Centre	Public Works	Facility Maintenance	47,800
20C-PW-L34	Soccer Complex Sanitary Pump	Purchase/install grinder pump	T.A. Lannan Soccer Complex	Public Works	Facility Maintenance	5,000
20C-PW-L35	VHWC Main Entrance Pylon Sign	Rebuild the pylon sign	VHWC Main Entrance	Public Works	Facility Maintenance	70,000
20C-PW-L36	VHWC Fitness Areas Water Drips	Install interior gutter cover	VHWC Fitness & Gymnasium areas	Public Works	Facility Maintenance	10,000
20C-PW-L37	VHWC Pool Rehab of Tiles	Cap Imprvmt per YMCA Agreement	VHWC Swimming Pool	Public Works	Facility Maintenance	42,000
20C-PW-L38	VHWC Monitoring system	Remote monitoring system	Stand-by generator and sewage pumps	Public Works	Facility Maintenance	5,000
20C-PW-L39	PC Operations Centre Upgrades	Various upgrades F2020-02	PC Operations Centre	Public Works	Facility Maintenance	193,230
20C-PW-L40	Nickel Area Storm Sewer Project	Project remaining funds	Nickel Area	Public Works	Design & Construction	573,072
20C-PW-L41	Wastewater Capital Projects	Funds avaialble from 2020	Wastewater	Public Works	Manager of Water/Wastewater	519,403
20C-PW-L42	Bulk Water Station Project	Replace Elm St Water Station	Elm Street Bulk Water Station	Public Works	Design & Construction	170,134
20C-PW-L43	Water Capital Projects	Funds avaialble from 2020	Water	Public Works	Manager of Water/Wastewater	437,516
20C-PW-L44	Sunset Park Asphalt Walkway	Replace new asphalt walkway	Sunset Park	Public Works	Design & Construction	18,055
20C-PW-L67	Dawg's Project	Adding Utilities to location	HH Knoll Dawg's old site	Public Works	Parks	30,888
20O-ED-L49	Economic Development Strategy	Study on ED Strategy/Research	Port Colborne	Economic Development	Economic Development	30,000
20O-ED-L50	New Tourism Branding	New Tourism Branding	Port Colborne	Economic Development	Economic Development	10,000
20O-ED-L52	Affordable Housing Strategy	Consulting Services	Port Colborne	Economic Development	Economic Development	75,000
20O-MA-L58	Marina Business Plan Study	Carry forward fund from 2020	Marina	Marina	Marina Manager	44,786
20O-PL-L66	Building Inspection Technology	Software and Hardware	Building Inspection Division	Planning and Development	Chief Building Officer	46,500
20O-PW-L45	Urban Forest Management Plan	And Parks Tree Inventory Study	PC Parks	Public Works	Development & Assets	85,000
20O-PW-L51	Active Transportation Masterpl	Safer for cyclists and walkers	Roads and Trails in PC	Public Works	Parks	50,000
						4,260,087
Capital and Related Project Budget Over/Short						280,108
						4,540,195

Projects Approved in 2021						
21C-CE-B34	Cemetery - Columbarium repairs	New Columbarium & restore old	Overholt Cemetery	Cemetery	Parks Information	40,000
21C-CS-B01	ITS - Server Back-up	New back-up system	IT	Corporate Services	Technology Information	52,000
21C-CS-B02	ITS - Evergreening	On-going investment in technol	IT	Corporate Services	Technology	150,000
21C-CS-B39	Capital Contingency Fund	Capital Contingency Fund 2021	Finance	Corporate Services	Treasurer	225,654
21C-FD-B08	Edraulic Combi Tool	Combi rescue tool on Engine 2	Fire Hall	Fire Department	Fire Chief	20,000
21C-FD-B09	Fire Hose Replacement	Fulfill need for next 10 years	Fire Hall	Fire Department	Fire Chief	75,000
21C-LB-B31	Library Capital	Improved accessibility	Library	Library	Director of Library Services	45,000
21C-MA-B33	Marina - Hydro Pedestals	On-going investment in replc	Marina docks	Marina	Marina Manager	15,000
21C-MU-B32	Museum Capital	Musuem capital upgrades	Museum	Museum	Museum Curator	5,000
21C-PW-B03	Multi-Use Trail Repairs	From Robin Hood to Dain City	Trails from Robin Hood to Dain City	Public Works	Design & Construction	335,000
21C-PW-B04	East / West Wig Wags	Friendship Trail Wig Wags (4)	Friendship Trail	Public Works	Parks	82,360
21C-PW-B05	Splash Pad Pump Replacement	2 grey water pumps replacement	HH Knoll Discovery Splashpad	Public Works	Facility Maintenance	8,000
21C-PW-B06	VHWC - Berm Headwall	New armour stone berm headwall	VHWC	Public Works	Parks	20,000
21C-PW-B07	West St Electrical Infra.	Electrical upgrades Canal Days	West Street	Public Works	Facility Maintenance	10,000
21C-PW-B10	Railway Crossing Improvements	At-Grade Crossings repairs	Citywide	Public Works	Design & Construction	75,000
21C-PW-B11	Bridges Culverts Walls Repairs	Maintenance work required	City Bridges	Public Works	Design & Construction	105,500
21C-PW-B12	CIMCO System Gantry Crane	Design and Installation	Operation Centre	Public Works	Facility Maintenance	18,000
21C-PW-B13	COPC Welcome Centre Upgrades	Frame repaint and fire alarm	Welcome Centre	Public Works	Facility Maintenance	14,500
21C-PW-B14	VHWC Air Removal Unit	Install air removal system	VHWC	Public Works	Facility Maintenance	18,000
21C-PW-B15	Downtown CIP	Engineering design in whole	PC Downtown	Public Works	Design & Construction	1,000,000
21C-PW-B16	Fire Station HVAC Upgrades	Install BAS remote system	Fire Station	Public Works	Facility Maintenance	18,000
21C-PW-B17	Fire Station Security Upgrades	Replace/Install Cameras	Fire Hall	Public Works	Facility Maintenance	24,000
21C-PW-B18	Fleet replacement/Purchase	On-going investment in Fleet	Fleet	Public Works	Fleet Management	300,000
21C-PW-B19	Flow Monitors - Wastewater	Identify point of infiltration	Citywide Wastewater System	Public Works	Manager of Water/Wastewater	100,000
21C-PW-B20	Glycol Pipe Insulation	Insulation&Roof/Gutter Repairs	VHWC	Public Works	Facility Maintenance	52,000
21C-PW-B21	Harbourmaster Roof Replacement	Replace with asphalt shingles	Harbourmaster Building	Public Works	Facility Maintenance	12,500

21C-PW-B22	Infrastructure Needs Studies	Comprehensive analysis on Infr	Citywide Insfrastructure	Public Works	Development & Assets	750,000
21C-PW-B23	PCOC Facilities Upgrades	Area paving, HVAC upgrades-BAS	Operation Centre	Public Works	Facility Maintenance	83,500
21C-PW-B24	Programmable Speed Radar Signs	Display speeds and messages *4	Various Locations	Public Works	Roads (related Operations)	20,000
21C-PW-B25	Programmable Speed Zone Beacon	Speed Signs for school zone *4	Various Locations	Public Works	Roads (related Operations)	12,000
21C-PW-B26	Roads Resurfacing Program	Annual roads base/surface repl	Citywide roads	Public Works	Design & Construction	960,000
21C-PW-B28	Sidewalk Construction	Sidewalks repair & replacement	Citywide sidewalks	Public Works	Design & Construction	100,000
21C-PW-B29	Site Remediation	Contaminated site remediation	Welland Street	Public Works	Environmental Compliance	130,000
21C-PW-B30	Tennessee Ave Gate Inspection	Inspect and recommend repairs	Entrance gate to Tenessee off Sugarloaf	Public Works	Design & Construction	30,000
21C-PW-B36	Water Capital Projects	Capital funds 2021	Water	Public Works	Manager of Water/Wastewater	150,000
21C-PW-B37	Wastewater Capital Projects	Capital funds 2021	Wastewater	Public Works	Manager of Water/Wastewater	250,000
21C-PW-B38	Storm Sewer Capital Projects	Capital funds 2021	Storm Sewer	Public Works	Manager of Water/Wastewater	23,724
						5,329,738
21C-PW-R35	Clarence Sidewalk Construction	As Council Report 2021-65	Clarence Street - Hampton Ave to Wood Lane	Public Works	Design & Construction	165,000
21C-PW-R36	City Hall Elevator	Included in this report	City Hall Elevator	Public Works	Design & Construction	100,000
						265,000
Total Capital and Related Project Budget						10,134,933

Appendix C - Prior Year Capital and Related Projects

This appendix is a flow through of the Capital and Related Projects Update, Report 2020-116 presented in 2020 that attempted to consolidate and summarized all capital and related project activity. The comments identify action taken with respect to each (ie. project closed/cancelled/funds transfered to 2020 or reserves, etc.).

Account #Account NameProject Name/Description			Approved Budget Year (s)	Original Source of Funding	Report 2020-16				2020 YE Capital Project Reconcile				Comments
					Original Budget	Council Approved Adjustments	Project + / -	Adjusted Budget	2020 Project Actual Expenses & Adjustments	Under/(Over) Budget Amount	Carried Forward to the Capital and Related Project Reserve (\$)	Remaining Fund/Source of Funding	
Completed Projects in 2020													
3-540-33173	Downtown BIA Comm Improve Plan	Downtown - Trash Receptacles - purchased 40 garbage containers in downtown core@\$1,206 each plus HST	2020	Levy	\$50,000	\$-	\$-	\$50,000	\$49,209	\$791	\$-	Under/Over Budget Reserve	Project closed in 2020
3-600-33564	P & R Park Expenditures	Purchase of an Arm Mower - Trail maintenance to replace contractors	2020	Reserve	\$30,000	\$-	\$-	\$30,000	\$26,569	\$3,431	\$-	Under/Over Budget Reserve	Project closed in 2020
3-600-33573	Nickel Beach Improvements	Park Furniture - Accessible Beach Mat	2019	Reserve	\$1,000	\$-	\$-	\$1,000	\$-	\$1,000	\$-	Nickel Beach Reserve	Project closed in 2020
3-640-33591	Vale Centre Upgrades	VHWC-Floor Scrubber Replacement - Project #21 Comm Services	2020	Reserve	\$10,000	\$-	-\$120	\$9,880	\$9,880	\$-	\$-	Under/Over Budget Reserve	Project closed in 2020
3-670-33568	Marina Capital Expenditure	Hydro Pedestal Replacements-10 per year - Project #33 Comm Services	2020	Levy	\$15,000	\$-	\$-	\$15,000	\$15,380	-\$380	\$-	Marina Reserve	Project closed in 2020
3-670-33568	Marina Capital Expenditure	Dock Float Replacements-16 floats per year - Annual amount	2020	Levy + Reserve	\$11,000	\$-	\$-	\$11,000	\$1,405	\$9,595	\$-	Marina Reserve	Project closed in 2020
3-670-33568	Marina Capital Expenditure	Marine Moblie Lift-Automatic Greasing System - Project #34 Comm Services	2020	Reserve	\$10,000	\$-	\$70	\$10,070	\$10,070	\$-	\$-	Marina Reserve	Project closed in 2020
3-670-33162	Sugarloaf Marina	Mitel Phone system addition	2019	Reserve	\$1,900	\$-	\$-	\$1,900	\$-	\$1,900	\$-	Marina Reserve	Project closed in 2020

0-400-72120	Fire General Admin	Risk Assessment - Year 1 of 5 Program for Compliance with Ontario Regulation	2020	Levy	\$ 15,000	\$ -	-\$ 15,000	\$ -	\$ -	\$ -	\$ -	General Stabilization Reserve	Fund transferred in 2020
3-400-34550	Fire Equipment Purchases	Radio System Back-up	2020	Levy	\$ 15,000	\$ -	-\$ 15,000	\$ -	\$ -	\$ -	\$ -	Under/Over Budget Reserve	Project closed in 2020
3-310-33118	City Hall	VHWC - Lighting upgrades	2019	Federal Gas Tax	\$ 50,000	\$ -	\$ 1,000	\$ 51,000	\$ 32,779	\$ 18,221	\$ -	Federal Gas Tax	Project closed in 2020
3-310-33121	Animal Shelter	Project F2020-08 Air Exchanger/replace hot water heater & ventilation	2020	Reserve	\$ 6,500	\$ -	\$ -	\$ 6,500	\$ 5,442	\$ 1,058	\$ -	Under/Over Budget Reserve	Project closed in 2020
3-640-33591	Vale Centre Upgrades	VHWC - Washroom and Dressing room tiles, Replacement of all rooms with tiles missing or loose	2019-2020	Levy	\$ 37,500	\$ -	\$ 1,200	\$ 38,700	\$ 42,800	-\$ 4,100	\$ -	Under/Over Budget Reserve	Project closed in 2020
3-640-33591	Vale Centre Upgrades	VHWC - fall arrest cable system, fall arrest protection on the roof-updated cost	2019	Reserve	\$ 46,000	\$ -	-\$ 43,000	\$ 3,000	\$ -	\$ 3,000	\$ -	Under/Over Budget Reserve	Costs were included in other roof repair invoices. Project closed in 2020
3-670-33162	Sugarloaf Marina Centre	Marina Building - Project F2020-07 Facility repairs/Security and Maintenance Issues	2020	Reserve	\$ 17,600	\$ -	\$ -	\$ 17,600	\$ 28,510	-\$ 10,910	\$ -	Marina Reserve	Project closed in 2020
3-670-33607	SHM Leasehold Improvements	Marina Restaurant - Project F2020-04 (Flooring replacement)	2020	Levy	\$ 42,000	\$ -	\$ -	\$ 42,000	\$ 41,440	\$ 560	\$ -	Marina Reserve	Project closed in 2020
0-540-74610	Engineering General Admin	Facility Maintenance Study	2020	Levy	\$ 75,500	\$ -	-\$ 75,500	\$ -	\$ -	\$ -	\$ -	Under/Over Budget Reserve	Project closed in 2020. Consolidated into 2021 Infrastructure Need Study to assess the condition of all City assets

0-540-74612	Facility Energy Audit	Renewable Passive Energy Generation - consultant required to investigate feasibility of installing at Operations Centre	2020	Levy	\$ 15,000	\$ -	-\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	Under/Over Budget Reserve	Project closed in 2020. Consolidated into 2021 Infrastrusture Need Study to assess the condition of all City assets
3-500-33129	Roadway Construction	Roads Debenture	2020	Levy	\$ 34,567	\$ -	\$ -	\$ 34,567	\$ 34,567	\$ -	\$ -	\$ -	N/A	Fund transferred in 2020
3-800-34012	Log Cabin	Unfunded museum log cabin	2020	Levy	\$ 11,000	\$ -	\$ 596	\$ 11,596	\$ 11,000	\$ 596	\$ -	\$ -	N/A	Fund transferred in 2020
3-600-33562	Canada Summer Games	Canada Summer Games 2021 - 3rd year of 4 yr commitment to Sport Tourism Capital Reserve - \$30,000	2018-2021	Levy	\$ 7,500	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ -	\$ -	\$ -	Canada Summer Games Reserve	Fund transferred in 2020
3-600-33562	Canada Summer Games	13 for 13 Cultural Program-2021 Canada Games Event - Project #28 Comm Services (Cultural Event yr 1 of 2 funding)	2020-2021	Levy	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ 5,000				Canada Summer Games Reserve	Fund transferred in 2020
3-645-33133	Roselawn Centre	Annual Allocation	2020	Levy	\$ 80,000	\$ -	\$ -	\$ 80,000	\$ 80,000	\$ -	\$ -	\$ -	Roselawn Reserve	Fund transferred in 2020
3-500-33150	Equipment Replacement	Vehicles and Equipment - Annual allocation (Annual Replacements / Building-replace 2008 Nissan Sentra / Eng Project-02 1/2 ton truck due to restructuring)	2020	Levy	\$ 400,000	\$ -	\$ -	\$ 400,000	\$ 328,956	\$ 71,044	\$ -	\$ -	Equipment Reserve	Project closed, remaining fund transferred in 2020
3-700-33700	Library Building	Annual allocation - per library capital budget	2020	Levy	\$ 45,000	\$ -	\$ -	\$ 45,000	\$ 31,310	\$ 13,690	\$ -	\$ -	Library Capital Reserve	Project closed, remaining fund transferred in 2020

0-900-82110	Planning And Development	Official Plan Review - Annual cost for 5 yrs	2019-2023	Levy	\$	15,000	\$	-	\$	-	\$	15,000	\$	15,000	\$	-	\$	-	General Stabilization	Fund transferred in 2020
3-640-33591	Vale Centre Upgrades	Gutter area repairs	No Info	No Info	\$	-	\$	-	\$	-	\$	-	\$	25,473	-\$	25,473	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-640-33591	Vale Centre Upgrades	Gutter area repairs	No Info	No Info	\$	-	\$	-	\$	-	\$	-	\$	21,760	-\$	21,760	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-600-33564	Field Bleaches	Field Bleaches 2019 Capital projects - No Budget in 2020	No Info	No Info	\$	-	\$	-	\$	-	\$	-	\$	2,737	-\$	2,737	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-600-33586	Trees/Benches Memorial Programm	Park's Trees/Benches Memorial Programm	No Info	No Info	\$	-	\$	-	\$	-	\$	-	\$	4,137	-\$	4,137	\$	-	Under/Over Budget Reserve	Program Net Cost (offset by revenue), project closed in 2020
3-640-33591	Vale Centre Upgrades	Insulate downspouts in gymnasuim	No Info	No Info	\$	-	\$	-	\$	-	\$	-	\$	2,500	-\$	2,500	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-640-33591	Vale Centre Upgrades	Roof Access Ladders	No Info	No Info	\$	-	\$	-	\$	-	\$	-	\$	12,000	-\$	12,000	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-640-33591	Vale Centre Upgrades	New arena Glycol piping installation to Rink 1	No Info	No Info	\$	-	\$	-	\$	-	\$	-	\$	11,000	-\$	11,000	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-640-33591	Vale Centre Upgrades	Gutter Heat Trace Installation	No Info	No Info	\$	-	\$	-	\$	-	\$	-	\$	5,999	-\$	5,999	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-640-33591	Vale Centre Upgrades	VHWC - Sealing Floors in Rink 1 and Rink 2, coat with concrete sealer-both are stained	2020	Levy	\$	33,000	\$	86,000	-\$	45,000	\$	74,000	\$	94,580	-\$	20,580	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-670-33568	Marina Capital Expenditure	Truck replacement-lease for 36 months - Project #35 Comm Services (annual lease payments)	2020	Levy	\$	11,352	\$	-	\$	-	\$	11,352	\$	11,352	\$	-	\$	-	N/A	Fund Transferred in 2020
3-500-33150	Equipment Replacement	Roadwatch Monitoring System in Winter Control Vehicles - Project OPS-19 (Equip 9 vehicles to monitor road conditions)	2020	Levy	\$	6,300	\$	-	\$	-	\$	6,300	\$	6,300	\$	-	\$	-	N/A	Project closed in 2020

3-400-34550	Fire Equipment Purchases	Annual Fire Equipment	2020	Levy	\$	15,000	\$	-		\$	15,000	\$	37,814	-\$	22,814	\$	-	Under/Over Budget Reserve	Project closed in 2020	
3-400-34550	Fire Equipment Purchases	Auto Extraction/Air Bags Lifting Device	2020	Levy + Reserve	\$	15,000	\$	-	-\$	5,000	\$	10,000	\$	-	\$	10,000	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-400-34553	Fire Hall	Painting/carpets/computers/office furniture	2020	Levy	\$	5,000	\$	-	\$	-	\$	5,000	\$	1,570	\$	3,430	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-400-34556	Bunker Gear/Air Bottles	bunker gear replacement/helmets	2020	Levy	\$	20,000	\$	-	-\$	10,000	\$	10,000	\$	5,964	\$	4,036	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-400-34558	Smoke and CO2 Alarm Program	Fire Safety Initiative - Smoke and Carbon Monoxide Alarm Program	2020	Levy	\$	15,000	\$	-	-\$	10,000	\$	5,000	\$	3,913	\$	1,087	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-400-34557	Fire Prev Equip/Educ/Training	SCBA	2019-2020	Levy	\$	450,000	\$	-	-\$	8,500	\$	441,500	\$	441,605	-\$	105	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-500-33131	Other Facilities Maintenance	Lighthouse on Main St - Project FAC 2020-05 (Restoration of outside of building)	2020	Levy	\$	13,500	\$	-	\$	-	\$	13,500	\$	16,241	-\$	2,741	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-500-33125	Railway Crossing Improvements	At Grade Rail Crossing Improvements (Council Request) - Project ENG 2020-11 (Works required based on RFP for inspections done)	2020	Levy + Reserve	\$	100,000	\$	-	\$	25,000	\$	125,000	\$	127,181	-\$	2,181	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-500-33129	Roadway Construction	Road Resurfacing Program	2020	Levy + FGT	\$	1,145,194	\$	-	-\$	220,194	\$	925,000	\$	901,125	\$	23,875	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-500-33155	Sidewalk Replacement	Sidewalk Replacement - Annual Allocation	2020	Levy	\$	125,000	\$	-	\$	-	\$	125,000	\$	133,727	-\$	8,727	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-800-34009	Heritage Research Archives	Large Format Scanner - Archives	2019	Reserve		5,000	\$	-	\$	-	\$	5,000	\$	5,013	-\$	13	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-540-33144	Computer Upgrades	Annual allocation for computers	2020	Levy	\$	104,950	\$	-	\$	-	\$	104,950	\$	104,950	\$	-	\$	-	N/A	Project closed in 2020
3-310-33118	City Hall	New Server Rack	2018	Reserve	\$	3,000	\$	-	\$	-	\$	3,000	\$	3,053	-\$	53	\$	-	Under/Over Budget Reserve	Project closed in 2020
3-540-33144	Computer Upgrades	IT Security Assessment	2020	Reserve	\$	23,750	\$	-	\$	-	\$	23,750	\$	23,272	\$	478	\$	-	Under/Over Budget Reserve	Project closed in 2020

3-500-33129	Roadway Construction	Crack Sealing Operations - fund operating cost 0-500-73500	2020	Levy	\$ 33,000	\$ -	\$ -	\$ 33,000	\$ 33,000	\$ -	\$ -	Under/Over Budget Reserve	Project closed in 2020
3-310-33119	Modernization Project	Customer Service Initiative and Renovations	2019	Reserve	\$ 175,000	\$ -	\$ -	\$ 175,000	\$ 175,000	\$ -	\$ -	Mordernization Grant	Project closed in 2020. Fund combined with Mordernization Grant
3-600-33123	Bethel Community Cente	Project F2020-09 install outside security lights/accessibility items/flooring	2020	Reserve	\$ -	\$ -	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	\$ -	Under/Over Budget Reserve	Project closed in 2020
3-600-33565	P & R Facility Projects	Ice Box @ HH Knoll Park (Previously "Dawg's Burgers and Fries") - Steel roof and gutter replacement - REPURPOSED	2016-2017	Reserve	\$ 30,000	-\$ 26,000	\$ -	\$ 4,000	\$ 21,495	-\$ 17,495	\$ -	Under/Over Budget Reserve	Project carried to 2021, additional 20,000 was requested for install utilities on site, set up in Project Module
3-640-33591	Vale Centre Upgrades	Gutter area repairs	No Info	No Info	\$ -	\$ -	\$ -	\$ -	\$ 25,473	-\$ 25,473	\$ -	Under/Over Budget Reserve	Project closed in 2020
3-640-33591	Vale Centre Upgrades	Gutter area repairs	No Info	No Info	\$ -	\$ -	\$ -	\$ -	\$ 21,760	-\$ 21,760	\$ -	Under/Over Budget Reserve	Project closed in 2020
3-600-33564	Field Bleaches	Field Bleaches 2019 Capital projects - No Budget in 2020	No Info	No Info	\$ -	\$ -	\$ -	\$ -	\$ 2,737	-\$ 2,737	\$ -	Under/Over Budget Reserve	Project closed in 2020
3-600-33586	Trees/Benches Memorial Programm	Park's Trees/Benches Memorial Programm	No Info	No Info	\$ -	\$ -	\$ -	\$ -	\$ 4,137	-\$ 4,137	\$ -	Under/Over Budget Reserve	Program Net Cost (offset by revenue), project closed in 2020
3-640-33591	Vale Centre Upgrades	Insulate downspouts in gymnasuim	No Info	No Info	\$ -	\$ -	\$ -	\$ -	\$ 2,500	-\$ 2,500	\$ -	Under/Over Budget Reserve	Project closed in 2020
3-640-33591	Vale Centre Upgrades	Roof Access Ladders	No Info	No Info	\$ -	\$ -	\$ -	\$ -	\$ 12,000	-\$ 12,000	\$ -	Under/Over Budget Reserve	Project closed in 2020
3-640-33591	Vale Centre Upgrades	New arena Glycol piping installation to Rink 1	No Info	No Info	\$ -	\$ -	\$ -	\$ -	\$ 11,000	-\$ 11,000	\$ -	Under/Over Budget Reserve	Project closed in 2020
3-640-33591	Vale Centre Upgrades	Gutter Heat Trace Installation	No Info	No Info	\$ -	\$ -	\$ -	\$ -	\$ 5,999	-\$ 5,999	\$ -	Under/Over Budget Reserve	Project closed in 2020
					\$ 3,376,113	\$ 60,000	-\$ 430,948	\$ 3,005,165	\$ 3,098,682	-\$ 93,517	\$ -		

Closed and Cancelled projects due to funding unavailability or changing of business plan														
3-600-33573	Nickel Beach Improvements	Waterfront Development Project - Project #2 Comm Services-Investing in Canada Grant Application-Recreation \$2,085,139 (Vale Community Investment Fund \$758,361)	2020	Grant	\$ 2,843,500	\$ -	\$ -	\$ 2,843,500	\$ 2,843,500	\$ -	\$ -	N/A	Project closed, awaits funding opportunity and business plan.	
3-600-33573	Nickel Beach Improvements	Waterfront Development Master Plan - Project #1 Comm Services-phase 1 conceptual phase 2 design and build (Vale Community Investment Fund)	2020	Grant	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ -	N/A	Project closed, awaits funding opportunity and business plan.	
3-600-33573	Nickel Beach Improvements	Nickel Beach Parking Lot	2020	Grant + Reserve	\$ 338,500	\$ -	\$ -	\$ 338,500	\$ 302,533	\$ 35,967	\$ -	Nickel Beach Reserve	Project closed, awaits funding opportunity and business plan. Availble fund transferred back to reserve.	
3-600-33573	Nickel Beach Improvements	Water Supply and Washroom/Changeroom Upgrades	2018	Reserve	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -	Nickel Beach Reserve	Project closed, awaits funding opportunity and business plan. Availble fund transferred back to reserve.	
3-600-33573	Nickel Beach Improvements	Security Cameras - - placement for main entrance	2019	Reserve	\$ 6,300	\$ -	\$ -	\$ 6,300	\$ -	\$ 6,300	\$ -	Nickel Beach Reserve	Project closed, awaits funding opportunity and business plan. Availble fund transferred back to reserve.	

3-645-33133	Roselawn Centre	Project #4 Community Services - Condition assessment-interior finish/mechanical,electrical and structure. Waiting for outcome of grant funding applied for to determine extent of the scope of work.	2020	Reserve	\$ 15,000	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000	\$ -	Roselawn Reserve	Project closed, awaits funding opportunity and business plan. Availble fund transferred back to reserve.
3-645-33133	Roselawn Centre	Roselawn Interior Renovation/Rehabilitation - Project #5 Comm Services-Investing in Canada Grant Application-Recreation	2020	Grant	\$ 2,559,700	\$ -	\$ -	\$ 2,559,700	\$ 1,877,028	\$ 682,672	\$ -	Roselawn Reserve	Project closed, awaits funding opportunity and business plan. Availble fund transferred back to reserve.
3-645-33133	Roselawn Centre	New kitchen windows and raised roof repairs	2019	Reserve	\$ 5,500	\$ -	\$ -	\$ 5,500	\$ -	\$ 5,500	\$ -	Roselawn Reserve	Project closed, awaits funding opportunity and business plan. Availble fund transferred back to reserve.
3-645-33133	Roselawn Centre	Main theatre entrance roof replacement	2019	Reserve	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	Roselawn Reserve	Project closed, awaits funding opportunity and business plan. Availble fund transferred back to reserve.
3-645-33133	Roselawn Centre	Replace the Public Annoucement (PA) Speaker System	2019	Reserve	\$ 8,500	\$ -	\$ -	\$ 8,500	\$ -	\$ 8,500	\$ -	Roselawn Reserve	Project closed, awaits funding opportunity and business plan. Availble fund transferred back to reserve.
3-640-33591	Vale Centre Upgrades	VHWC- 2 - 70" monitors for promotion and tournament stats	2020	Donation	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -	N/A	Project closed, donation not received at this time

3-645-33133	Roselawn Centre	New kitchen windows and raised roof repairs	2019	Reserve	\$ 5,500	\$ -	\$ -	\$ 5,500	\$ 5,500	\$ -	\$ -	N/A	Duplicate Project
3-645-33133	Roselawn Centre	Project #4 Community Services - Condition assessment-interior finish/mechanical,electrical and structure. Waiting for outcome of grant funding applied for to determine extent of the scope of work.	2020	Reserve	\$ 15,000	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ -	N/A	Duplicate Project
3-645-33133	Roselawn Centre	Main theatre entrance roof replacement	2019	Reserve	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -	N/A	Duplicate Project
3-645-33133	Roselawn Centre	Replace the Public Annoucement (PA) Speaker System	2019	Reserve	\$ 8,500	\$ -	\$ -	\$ 8,500	\$ 8,500	\$ -	\$ -	N/A	Duplicate Project
3-540-33173	Downtown BIA Comm Improve Plan	Downtown CIP-Phase 1 Clarence St/West St to Catharine St	2019-2021	Reserve + FGT + OCIF	\$ 2,062,422	\$ -	\$ -	\$ 2,062,422	\$ -	\$ 2,062,422	\$ -	General TCA Reserve Federal Gas Tax OCIF	Project closed in 2020, available funding transferred back to reserve, awaits engineering design and funding plan.
0-682-81730	Other Special Events	150th Anniversary Celebration - Project #7 Comm Services-Region Grant for July 27th Event (Council Request)	2020	Grant + Reserve	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ 7,500	\$ 2,500	\$ -	Under/Over Budget Reserve	Project closed, grant not received at this time
3-600-33582	HH Knoll Park	HH Knoll Park Improvements (FedDev Ont Grant) - Solar Lighting/Wayfinding Signage/Accessibility Sidewalk/Facilities lighting	2020	Grant	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ 200,000	\$ -	\$ -	N/A	Project closed, grant not approved

3-670-33568	Marina Capital Expenditure	Replacement of Dock #6 - Project #36 Comm Services	2020	Reserve	\$ 250,000	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ -	\$ -	Marina Reserve	Project closed due to Marina deficit 2020, fund transferred to operating to balance deficit
					\$ 8,478,422	\$ -	\$ -	\$ 8,478,422	\$ 5,589,561	\$ 2,888,861	\$ -		
Projects Associated with Grant Applications AWARDED													
3-600-33573	Nickel Beach Improvements	Bike Lane Project-Welland St from Clarence St	2020	Grant	\$ 487,920	\$ -	\$ -	\$ 487,920	\$ -	\$ -	\$ -	N/A	Expect funding and work to be done in 2022
					\$ 487,920	\$ -	\$ -	\$ 487,920	\$ -	\$ -	\$ -		
Projects Carried to 2021													
3-600-33564	P & R Park Expenditures	Sunset Park-New Asphalt Walkway & Swingset - Project #16 Comm Services	2020	Reserve	\$ 33,985	\$ -	-\$ 8,675	\$ 25,310	\$ 7,255	\$ 18,055	\$ 18,055	Capital and Related Project Reserve	Swingset completed in 2020. Remaining fund for Asphalt Wakway carried to 2021, set up in Project Module.
3-600-33565	P & R Facility Projects	Centennial Park - Project F2020-06 (Pavilion LED lighting and electrical upgrades)	2020	Reserve	\$ 6,500	\$ -	\$ -	\$ 6,500	\$ -	\$ 6,500	\$ 6,500	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33584	Sherkston Community Centre	Sherkston community Centre - Project F2020-11 install exterior lights/accessibility issues	2020	Levy	\$ 2,500	\$ -	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ 2,500	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33574	Parkway Trails	Friendship Trail(East West)-Replace Asphalt - Project #13 Comm Services	2020	Levy	\$ 32,938	\$ -	\$ -	\$ 32,938	\$ -	\$ 32,938	\$ 32,938	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module

3-640-33591	Vale Centre Upgrades	VHWC - Main entrance pylon sign - rebuild the sign including design	2020	Reserve	\$ 9,000	\$ -	\$ 61,000	\$ 70,000	\$ -	\$ 70,000	\$ 70,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33564	P & R Park Expenditures	Picnic Tables-Replace in various parks and repairs - Project #18 Comm Services	2020	Levy	\$ 29,037	\$ -	\$ -	\$ 29,037	\$ 2,730	\$ 26,307	\$ 26,307	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-500-33134	Valley Camp/Public Works Bldg	Building Demolitions-11 King St Facility - Project ENG 2020-10 (Demolish sand dome and pump house)	2020	Reserve	\$ 35,000	\$ -	\$ -	\$ 35,000	\$ -	\$ 35,000	\$ 35,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-150-35110	Engineering	Cruise Ship Berthing Facility (Council Reported) - Project ENG 2020-09 (Design concepts with 3D renderings of final concept)	2020	Reserve	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-640-33591	Vale Centre Upgrades	VHWC - Fitness & Gymnasium areas water drips, fabricate/install an interior gutter cover to capture drips along central roof	2019	Reserve	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33123	Bethel Community Cente	Heritage engineer inspection and roof replacement	2016	Reserve	\$ 51,000	\$ -	\$ 24,000	\$ 75,000	\$ 24,000	\$ 51,000	\$ 51,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33588	Soccer Complex	Soccer Building - Project F2020-03 (pump for sanitary sewer system)	2020	Reserve	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-800-34009	Heritage Research Archives	Museum Archive Building HVAC	2019	Reserve	\$ 18,500	\$ -	\$ -	\$ 18,500	\$ -	\$ 18,500	\$ 18,500	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module

3-500-33141	Traffic Signals	Flashing Speed Zone Amber Beacons - Project OPS-03 (install a 40km/hr beacons at Saint Therese School-Killaly St E)	2020	Levy	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ 6,645	\$ 18,355	\$ 18,355	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-595-33437	Bulk Water Station	Elm St Bulk Water Station	2018	Reserve	\$ 269,690	\$ -	\$ -	\$ 269,690	\$ 99,556	\$ 170,134	\$ 170,134	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-500-33593	Operations Centre Construction	Operations Centre - Project F2020-02 (Various items)	2020	Levy	\$ 199,000	\$ -	\$ -	\$ 199,000	\$ 5,770	\$ 193,230	\$ 193,230	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33123	Bethel Community Cente	Project F2020-09 install outside security lights/accessibility items/flooring	2020	Reserve	\$ 7,000	\$ -	-\$ 3,500	\$ 3,500	\$ -	\$ 3,500	\$ 3,500	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
0-915-72410	Building Division	New Inspection Software and Hardware	2018	Reserve	\$ 46,500	\$ -	\$ -	\$ 46,500	\$ -	\$ 46,500	\$ 46,500	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
0-900-82110	Planning And Development	Affordable Housing Strategy	2020	Reserve	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-800-34006	Museum Building	Cedar shingles - 2nd year of project to treat and repair of 6 roofs	2020	Levy	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-800-34008	Historical & Marine Museum	Building Equip/Repairs - Lifeboat preservation and upgrade garage of Arabella's	2020	Levy	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-800-34009	Heritage Research Archives	Accessibility - repair sidewalk to Heritage Resource Centre	2020	Levy	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-800-34009	Heritage Research Archives	Shelving/Art Rack Heritage Resource Building	2019	Reserve	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ 25,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-540-33144	Computer Upgrades	Genetec Security System Upgrade - All security cameras and door controllers/ provide access to NRPS	2020	Reserve	\$ 3,000	\$ -	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ 3,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module

3-310-33118	City Hall	Fall arrest protection on the roof	2019	Reserve	\$ 12,000	\$ -	\$ -	\$ 12,000	\$ -	\$ 12,000	\$ 12,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33565	P & R Facility Projects	Humberstone Centennial Park - replace south side large older pavilion roof - metal roof	2017	Reserve	\$ 17,400	\$ -	\$ -	\$ 17,400	\$ -	\$ 17,400	\$ 17,400	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33565	P & R Facility Projects	HH Knoll Park - replace old band shell roof with original cedar shingles	2017	Reserve	\$ 16,500	\$ -	\$ -	\$ 16,500	\$ -	\$ 16,500	\$ 16,500	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-310-33118	City Hall	City Hall - Replacement of Windows over 3 years - 2019 - 3rd floor/ 2020 - 2nd floor \$40,000/ 2021 - 1st floor \$40,000	2019-2021	Reserve	\$ 85,000	\$ -	\$ -	\$ 85,000	\$ -	\$ 85,000	\$ 85,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-310-33118	City Hall	Upgrades to 6 year old HVAC units	2019	Reserve	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-310-33118	City Hall	Flat roof area patched & vents installed to prevent condensation leaking	2019	Reserve	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-310-33118	City Hall	City Hall bus shelter vestibule - Install an exhaust fan to clear the air (transit reserve)	2019	Reserve	\$ 2,500	\$ -	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ 2,500	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-310-33118	City Hall	Remote monitoring system for the Stand-by generator and sump pumps	2019	Reserve	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-640-33591	Vale Centre Upgrades	VHWC - Insulating ductwork, in the Bocce Club area	2019	Reserve	\$ 4,600	\$ -	\$ -	\$ 4,600	\$ -	\$ 4,600	\$ 4,600	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-640-33591	Vale Centre Upgrades	VHWC - Insulating ductwork, in Rink 1 area	2019	Reserve	\$ 16,500	\$ -	\$ -	\$ 16,500	\$ -	\$ 16,500	\$ 16,500	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-640-33591	Vale Centre Upgrades	VHWC - Remote monitoring system for the Stand-by generator and sewage pumps	2019	Reserve	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module

3-640-33591	Vale Centre Upgrades	VHWC-pool rehab of tiles - capital improvement per YMCA Agreement	2020	Reserve	\$ 42,000	\$ -	\$ -	\$ 42,000	\$ -	\$ 42,000	\$ 42,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-670-33610	Harbourmaster Building	HarbourMaster Building - Siding complete/skirting replaced/deck structure and boards replaced	2018	Reserve	\$ 24,500	\$ -	\$ -	\$ 24,500	\$ -	\$ 24,500	\$ 24,500	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33582	HH Knoll Park	HH Knoll Park-Replace Asphalt Walkways - Project #11 Comm Services	2020	Reserve	\$ 55,326	\$ -	\$ -	\$ 55,326	\$ -	\$ 55,326	\$ 55,326	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-310-33118	City Hall	City Hall Server Room Relocation - Provide a secure location in basement/provide needed office space first floor	2020	Reserve	\$ 180,000	\$ -	\$ -	\$ 180,000	\$ -	\$ 180,000	\$ 180,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-310-33118	City Hall	Access Control Door Reader for Server Room	2018	Reserve	\$ 2,000	\$ -	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ 2,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-310-33118	City Hall	3rd Floor Furniture Replacement - Council chambers/Library/Committee Room 3	2020	Levy + Reserve	\$ 54,420	\$ -	\$ -	\$ 54,420	\$ -	\$ 54,420	\$ 54,420	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-310-33118	City Hall	Replace portions of carpeting/painting etc	2020	Levy	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33564	P & R Park Expenditures	New solar park lighting (funding Parks reserve) - 9,000 each for 5 parks	2013-2016	Reserve	\$ 45,000	\$ -	\$ -	\$ 45,000	\$ -	\$ 45,000	\$ 45,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33580	Soccer Complex	Soccer Complex-Wood Bridges Replacements - Project #10 Comm Services	2020	Reserve	\$ 17,600	\$ -	\$ -	\$ 17,600	\$ -	\$ 17,600	\$ 17,600	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module

3-600-33581	Skateboard Park	Skateboard Park Parking Lot - Project #15 Comm Services	2020	Reserve	\$ 4,000	\$ -	\$ -	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
0-670-81310	Sugarloaf Marina	Business Plan Study - Project #6 Comm Services-RFP to provide Business Case for Marina (Council Request)	2020	Levy	\$ 65,000	\$ -	\$ -	\$ 65,000	\$ 20,214	\$ 44,786	\$ 44,786	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-655-33135	Cemeteries	Overholt Cemetery Expansion - Project #30 Comm Services	2020	Reserve	\$ 80,330	\$ -	\$ -	\$ 80,330	\$ -	\$ 80,330	\$ 80,330	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-400-34553	Fire Hall	Project F2020-01 (Facility repairs-roof/bay floors/lighting/walls and paint	2020	Levy + Reserve	\$ 67,500	\$ -	\$ -	\$ 67,500	\$ -	\$ 67,500	\$ 67,500	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-400-34553	Fire Hall	Remote monitoring system for the Stand-by generator and sewage pumps	2019	Reserve	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33123	Bethel Community Cente	Furnace replacement & hazardous material removal in area-2020/2021	2020	Levy	\$ 16,000	\$ -	\$ -	\$ 16,000	\$ -	\$ 16,000	\$ 16,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33584	Sherkston Community Centre	Sherkston Community Centre - Roof Repairs, new flashing-leaking into the attic	2016	Reserve	\$ 12,000	\$ -	\$ -	\$ 12,000	\$ -	\$ 12,000	\$ 12,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33584	Sherkston Community Centre	Sherkston community Centre - remove chimney & fix roof/new hot water tank/replace sewer vent pipe	2019	Reserve	\$ 7,500	\$ -	\$ -	\$ 7,500	\$ -	\$ 7,500	\$ 7,500	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-500-33126	Roadway Improvements	Elm St & Elgin St Intersection Improvements - Project ENG 2020-07 (Resolve safety issues with the intersection)	2020	Reserve	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-500-33126	Roadway Improvements	Lake End Access Gates - Project ENG 2020-08 (Install lockable gates at lake end roads)	2020	Reserve	\$ 22,500	\$ -	\$ -	\$ 22,500	\$ -	\$ 22,500	\$ 22,500	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module

0-540-74510	Public Works General Admin	Urban Forest Management Plan & Parks Tree Inventory Study - Project OPS-12 & Project #8 Comm Services	2020	Levy	\$ 85,000	\$ -	\$ -	\$ 85,000	\$ -	\$ 85,000	\$ 85,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-600-33584	Sherkston Community Centre	Sherkston community Centre - Sewer/Septic system work for compliance	2020	Reserve	\$ 47,800	\$ -	\$ -	\$ 47,800	\$ -	\$ 47,800	\$ 47,800	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-800-34003	Exhibits	Exhibit Cases	2020	Levy	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-900-33150	Equipment Replacement	Plotter for second floor	2020	Levy	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-310-33119	Modernization Project	Customer Service Initiative and Renovations	2019	Grant	\$ -	\$ -	\$ 796,467	\$ 796,467	\$ 355,688	\$ 440,779	\$ 440,779	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-150-35110	Cruise Destination/Tourism	Tourism Strategy and Cruise Destination Business Case (Council Reported)	2020	Reserve	\$ 200,000	\$ -	-\$ 28,866	\$ 171,134	-\$ 14,014	\$ 185,148	\$ 185,148	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-160-35129	Industrial Park Parcel Sale	Industrial Land clearing - Invertose Drive 23, over 3 years-\$20,000/year	2017-2019	Reserve	\$ 60,000	\$ -	\$ -	\$ 60,000	\$ -	\$ 60,000	\$ 60,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
0-155-71210	Corporate Administration	Economic Development Strategy/Research	2020	Levy	\$ 30,000	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ 30,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
0-155-71210	Corporate Administration	New Tourism Branding	2020	Levy	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
0-155-71210	Corporate Administration	Active Transportation Masterplan - Safer roads and trails for cyclists and walkers-Committee recommended	2020	Levy	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module

NEW	P & R Facility Projects	Daw's Project - add utilities on site	2020	Reserve	\$	-	\$	-	\$	-	\$	-	\$	-	\$	30,889	\$	30,889	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
					\$	2,326,626	\$	-	\$	840,426	\$	3,167,052	\$	512,845	\$	2,730,096	\$	2,730,096		
Rate Capital Budget remaining funding carried to 2021																				
3-510-33133	Storm General Capital	Nickel Storm Sewer Project Remaining Fund	2020	Rate							\$	-	\$	-	\$	573,072	\$	573,072	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-590-33100	Wastewater General Capital	Remaining Wastewater General Capital fund from 2020	2020	Rate							\$	545,573	\$	26,170	\$	519,403	\$	519,403	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
3-595-33100	Water General Capital	Remaining Water General Capital fund from 2020	2020	Rate							\$	509,219	\$	71,703	\$	437,516	\$	437,516	Capital and Related Project Reserve	Project carried to 2021, set up in Project Module
					\$	-	\$	-	\$	-	\$	1,054,792	\$	97,873	\$	1,529,991	\$	1,529,991		
Deferred Capital Projects (Approved by Council)																				
3-600-33564	P & R Park Expenditures	Parks-replace 500 feet of Panel Fence-event use - Project #20 Comm Services	2020	Levy	\$	4,500	-\$	4,500	\$	-	\$	-	\$	-	\$	-	\$	-	N/A	Fund reallocated to VHWC Flooring Resurfacing Project as per Council Report 2020-81, Project closed in 2020
3-600-33573	Nickel Beach Improvements	Capital Reserve Fund - Annual Allocation to capital reserve	2020	Levy	\$	15,000	-\$	15,000	\$	-	\$	-	\$	-	\$	-	\$	-	N/A	Fund reallocated to VHWC Flooring Resurfacing Project as per Council Report 2020-81, Project closed in 2020

3-600-33582	HH Knoll Park	HH Knoll Park- Enhancement to Flower Carpet Bed - Project #19 Comm Services	2020	Levy	\$	4,500	-\$	4,500	\$	-	\$	-	\$	-	\$	-	N/A	Fund reallocated to VHWC Flooring Resurfacing Project as per Council Report 2020-81, Project closed in 2020
3-600-33582	HH Knoll Park	HH Knoll Park- Waterfront Landscaping Project - Project #31 Comm Services	2020	Levy	\$	3,500	-\$	3,500	\$	-	\$	-	\$	-	\$	-	N/A	Fund reallocated to VHWC Flooring Resurfacing Project as per Council Report 2020-81, Project closed in 2020
3-640-33591	Vale Centre Upgrades	VHWC-Landscape Improvements (Councillor Request) - Project #22 Comm Services	2020	Levy	\$	20,000	-\$	20,000	\$	-	\$	-	\$	-	\$	-	N/A	Fund reallocated to VHWC Flooring Resurfacing Project as per Council Report 2020-81, Project closed in 2020
3-640-33591	Vale Centre Upgrades	VHWC-Berm Headwall housing Opening Stone (Councillor Request) - Project #23 Comm Services	2020	Levy	\$	20,000	-\$	20,000	\$	-	\$	-	\$	-	\$	-	N/A	Fund reallocated to VHWC Flooring Resurfacing Project as per Council Report 2020-81, Project closed in 2020
3-680-33594	Canal days	West St Electrical Infrastructure for Canal Days - fund over 3 years 2019/2020/2021	2019-2021	Levy	\$	5,000	-\$	5,000	\$	-	\$	-	\$	-	\$	-	N/A	Fund reallocated to VHWC Flooring Resurfacing Project as per Council Report 2020-81, Project closed in 2020
					\$	72,500	-\$	72,500	\$	-	\$	-	\$	-	\$	-		
Total						\$ 14,741,581	-\$	12,500	\$	409,478	\$ 15,138,559		\$ 9,201,088	\$ 5,525,440	\$ 4,260,087			
Plus Capital Project Over/Short resulting from project close outs															\$ 280,108			
Total Capital and Related Projects Carrying Over into 2021															<u>\$ 4,540,195</u>			

Appendix D - Reserves

This appendix summarizes year end reserves and forecasted reserves where forecasted figures have been provided.

Name	Year End Balance Before Surplus / (Deficit)	Year End Surplus	Year End Balance	2021 Budget	In-Year Forecast	Forecasted Year End Balance	Funding Target	Progress
Boards and Committees ("BC")								
Grants Committee Reserve (W)	\$ 12,250	\$ -	\$ 12,250	\$ -	\$ -	\$ 12,250	Varies - Dependent on Activity^	Achieved
Library Bequest Reserve B	\$ 4,188	\$ -	\$ 4,188	\$ -	\$ -	\$ 4,188	Varies - Dependent on Library Board Requirements^	Achieved
Library Employee Future Benefit Reserve B	\$ 16,806	\$ -	\$ 16,806	\$ -	\$ - H	\$ 16,806	75% of Employee Future Benefit and WSIB Liability (Estimated target \$131,200)	Not Achieved - Long-Term Target
Library Capital B	\$ 120,712	\$ -	\$ 120,712	\$ -	\$ -	\$ 120,712	Varies - Dependent on Library Board Requirements	Requires Facility Condition Study - Public Works is reviewing options with the Library to complete
Library Reserve B	\$ 54,450	\$ -	\$ 54,450	\$ -	\$ - H	\$ 54,450	5% of the gross Library budget (Estimated at \$83,000)	Not Achieved - Mid -Term Target
Local Architectural Conservation Advisory Committee (LACAC) Reserve (W)	\$ 10,184	\$ -	\$ 10,184	\$ -	\$ -	\$ 10,184	Varies - Dependent on Activity^	Achieved
NEW Community Safety Committee (W) C	\$ 3,947	\$ -	\$ 3,947	\$ -	\$ -	\$ 3,947	Varies - Dependent on Activity^	Achieved
Mayors Youth Council Committee (MYCC) Reserve (W)	\$ 3,217	\$ -	\$ 3,217	\$ -	\$ -	\$ 3,217	Varies - Dependent on Activity^	Achieved
Museum Bequest Reserve	\$ 51,473	\$ -	\$ 51,473	\$ -	\$ -	\$ 51,473	Varies - Dependent on Library Board Requirements^	Achieved
Museum Capital	\$ 31,667	\$ -	\$ 31,667	\$ -	\$ -	\$ 31,667	Varies - Dependent on Library Board Requirements^	Achieved
Seniors Advisory Committee (SAC) Reserve (W)	\$ 4,392	\$ -	\$ 4,392	\$ -	\$ -	\$ 4,392	Varies - Dependent on Activity^	Achieved
Niagara South Coast Tourism (W)	\$ 35,402	\$ -	\$ 35,402	\$ -	\$ -	\$ 35,402	Varies - Dependent on Activity^	Achieved
Total Boards and Committees Reserves	\$ 348,688	\$ -	\$ 348,688	\$ -	\$ -	\$ 348,688		
Programs, Grants and Activities								

Canada Summer Games Reserve	\$ 27,500	\$ 2,500	\$ 30,000	\$ 15,000	\$ - I	\$ 45,000	Council Commitment	Achieved
Canal Days Reserve	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	5% of the gross Canada Days budget (Estimated target at \$44,000)	Achieved
CIP Incentives Reserve (W)	\$ 110,054	\$ -	\$ 110,054	\$ -	\$ -	\$ 110,054	Council Commitment	Awaiting Study approved Report 2021-81*
Show Boat (W) D	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Varies - Dependent on Activity^	
NEW Roselawn T	\$ 679,299	\$ -	\$ 679,299	\$ -	\$ -	\$ 679,299	TBD	Requires Roselawn Plan
Transit (W)	\$ 166,078	\$ -	\$ 166,078	\$ -	\$ -	\$ 166,078	Bridge Funding	Achieved
Municipal Election Reserve (W)	\$ 65,585	\$ 25,000	\$ 90,585	\$ 30,000	\$ - J	\$ 120,585	Clerk proposed budget	In progress of being achieved through base Levy budget funding
Total Programs, Grants and Self Sustaining Entities (SSE)	\$ 1,098,516	\$ 27,500	\$ 1,126,016	\$ 45,000	\$ -	\$ 1,171,016		
Building Department Reserve (RF)	\$ 83,220	\$ -	\$ 83,220	-\$ 83,220	\$ -	\$ -	Funded by User Fees - Surplus / (Deficit) - Zero	Achieved - User fees will need to increase in the future to maintain
Beach Reserve E	\$ 171,665	\$ 41,064	\$ 212,729	\$ 2,300	\$ -	\$ 215,029	Funded by User Fees - Surplus / (Deficit) - 5% of gross Beach budget plus pay-as-you-go balance required for capital and related projects	Achieved - in conjunction with Community funding expected to come to Council this summer
Overholt Cemetery Reserve	\$ 13,870	\$ 9,527	\$ 23,397	-\$ 38,600	\$ -	-\$ 15,203	Funded by User Fees - Surplus / (Deficit) - 5% of gross Overholt Cemetery budget plus pay-as-you-go balance required for capital and related projects	Business Plan is being developed with subject matter expert assistance
Sugarloaf Marina Reserve	\$ 408,622	-\$ 232,771	\$ 175,851	-\$ 13,177	\$ -	\$ 162,674	Funded by User Fees - Surplus / (Deficit) - 5% of gross Marina budget plus pay-as-you-go balance required for capital and related projects	Business Plan to be presented at the first Council meeting in May.
Marina Internal Financing	-\$ 367,951	\$ -	-\$ 367,951	\$ 76,883	\$ -	-\$ 291,068	Not applicable	
Total Self Sustaining Entities	\$ 309,426	-\$ 182,180	\$ 127,246	-\$ 55,814	\$ -	\$ 71,432		
General Government								
NEW Economic Development Reserve (W) F	\$ -	\$ -	\$ -	\$ -	\$ 250,000 K	\$ 250,000	Varies - Dependent on Activity^	Achieved
Encumbrance Reserve (W)	\$ 109,285	\$ 88,000	\$ 197,285	\$ -	-\$ 197,285 L	\$ -	Zero	Achieved
Future Liabilities Reserve (W)	\$ 1,146,111	\$ 209,644	\$ 1,355,755	\$ 8,014	\$ 208,000 M	\$ 1,571,769	75% of Employee Future Benefit and WSIB Liability (Estimated target \$7,217,000)	Not Achieved - Long-Term Target
General Stabilization	\$ 2,892,187	\$ -	\$ 2,892,187	-\$ 253,400	\$ 253,400 N	\$ 2,892,187	10% of the Levy (Estimated target \$2,058,000)	Achieved
Opportunities Fund	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000	Established at \$2 million from successful NRBN initiative	Achieved
Subject Matter Experts Reserves (W)	\$ 208,598	\$ -	\$ 208,598	\$ -	\$ -	\$ 208,598	0.25% of the City's consolidated budget (Estimated target of \$51,000)	Achieved

Working Capital Reserve	\$ 2,003,223	\$ 15,477	\$ 2,018,700	\$ 39,300	\$ -	O	\$ 2,058,000	10% of the Levy (Estimated target \$2,058,000)	Achieved
Total General Government	\$ 8,359,404	\$ 313,121	\$ 8,672,525	-\$ 206,086	\$ 514,115		\$ 8,980,554		
Capital and Related Projects (these reserves represent funding not allocated to a capital or related project)									
Development Charges (RF)	\$ 339,712	\$ -	\$ 339,712	\$ 2,010	\$ -	P	\$ 341,722	Varies - Dependent on requirements identified in multi-year forecasts	Public Works is leading infrastructure needs studies / planning, including facilities condition assessments. These will be used to establish these reserve levels when complete.
Drain Reserve A	\$ 343,955	\$ -	\$ 343,955	\$ 85,000	\$ -	Q	\$ 428,955		
Facilities Reserve	\$ 131,385	\$ -	\$ 131,385	\$ -	\$ -		\$ 131,385		
Fleet and Equipment Reserve	\$ 704,237	\$ -	\$ 704,237	\$ -	\$ -		\$ 704,237		
Goderich Maintenance Agreement (W)	\$ 83,852	\$ -	\$ 83,852	\$ -	\$ -		\$ 83,852		
Grants - Federal Gas Tax (RF) A	\$ 1,069,588	\$ -	\$ 1,069,588	-\$ 1,063,258	\$ 318,349	R	\$ 324,679		
Grants - Ontario Community Infrastructure Fund (RF) A	\$ 755,955	\$ -	\$ 755,955	-\$ 751,485	\$ 213,057	S	\$ 217,527		
General TCA Reserve	\$ 2,441,383	\$ -	\$ 2,441,383	-\$ 282,360	\$ -		\$ 2,159,023		
Storm Sewer Reserve	\$ 325,437	-\$ 89,605	\$ 235,832	\$ 43,697	\$ -		\$ 279,529	10% of budget plus pay-as-you go balance required for capital and related projects (Estimated target \$85,000 plus capital and related projects)	
Waste Water Reserve	\$ 651,019	-\$ 607,056	\$ 43,963	\$ 258,468	\$ -		\$ 302,431	10% of budget plus pay-as-you go balance required for capital and related projects (Estimated target \$676,000 plus capital and related projects)	
Water Reserve	\$ 616,695	\$ 127,822	\$ 744,517	\$ 618,148	\$ -		\$ 1,362,665	10% of budget plus pay-as-you go balance required for capital and related projects (Estimated target based on budget = \$474,000 plus capital and related projects)	
Total Capital and Related	\$ 7,463,218	-\$ 568,839	\$ 6,894,379	-\$ 1,089,780	\$ 531,406		\$ 6,336,005		
Combined Reserves and	\$ 17,579,252	-\$ 410,398	\$ 17,168,854	-\$ 1,306,680	\$ 1,045,521		\$ 16,907,695		
Work-in-progress G	\$ 4,540,195	\$ -	\$ 4,540,195	\$ 5,329,738	\$ 265,000		\$ 10,134,933		
	\$ 22,119,447	-\$ 410,398	\$ 21,709,049	\$ 4,023,058	\$ 1,310,521		\$ 27,042,628		
Less: Deferred Revenue (Sum of A's) recognizing these are recorded on the Balance Sheet	\$ 2,165,255	\$ -	\$ 2,165,255	-\$ 1,812,733	\$ 531,406		\$ 883,928		
Total Reserves and Reserve Funds	\$ 19,954,192	-\$ 410,398	\$ 19,543,794	\$ 5,835,791	\$ 779,115		\$ 26,158,700		

^ From a City's risk perspective, reserves denoted with a "^" require a balance of zero or greater. Anything above zero is identified as a funding level being achieved.

B - To be updated following discussions with the Library Board regarding the 2020 fiscal year.

C - When developing the Reserve and Reserve Fund Policy (FIN - 04) this committee was missed. It is recommended that this committee be added similar to other committees in FIN - 04.

D - It is recommended this reserve be removed. It was originally established to support the Lighthouse relationship. The agreement no longer requires this reserve be maintained and therefore it is recommended it be removed.

E - Renamed per memo to Nickel Beach and Centennial - Cedar Bay Seasonal Operations Plan 2021, Report 2021-49.

F - New Reserve approved by Council in the Economic Development Reserve Account, Report 2021-81.

G - This account represents the capital budget carried forward from 2020 (**Appendix C**) and new capital approved through the budget or other report (including this report). The total figure ties to **Appendix B** which now serves as the on-going Capital and Related Project tracking list. Financial Services has setup these projects in a new capital tracking module of the Financial System to allow for greater visibility and improved reporting and recording keeping. Having established this financial model Staff will work to forecasting spending moving forward.

H - At the time of writing this report the Library year end is being finalized.

I - Per review of Council's commitment it was noted past budgets were \$2,500 short of the commitment. It is recommended year end surplus be used to top-up to the committed balance.

J - A budget model has been in place to budget for the Council election including transition and related technology costs. After review it is recommend an additional \$25,000 be added to this reserve. The Clerk will be discussing the election plan with Council at a future date. If the funds are not required they can go toward future elections or be repurposed by Council.

K - Represents land sale proceeds less Council's approved CIP project (Report 2021-81) estimated at \$125,000.

L - The encumbrance reserve is a reserve where projects that could not get completed in one year can be carried forward to the next year. The reserve initially represented \$69,300 for physician recruitment (Physician Recruitment Guideline, Report 2021-37 identified we need 2-3 new physicians, this funding will supplement the \$148,000 budgeted in 2021), \$34,548 for cannabis enforcement funded from the Ministry, and \$5,437 related to the smoke alarm program. It is recommended that surplus is the amount of \$30,000 for a cannabis strategy and \$58,000 to cover the identified general insurance shortfall identified the General Insurance, Report 2021-25 be added to this reserve.

M - For reference purposes the \$208,000 is budgeted, the budget just did not reflect a transfer to reserve, rather it reflected an external expense. This will be corrected in future financial reporting by way of a budget adjustment. The \$209,644 is surplus recommended to be allocated to the future liabilities reserve. This aligns with comments in the confidential report WSIB Coverage and Related Insurance, Report 2021-91

N - The Province of Ontario has provided \$630,536 in COVID-19 related funding. The funding of \$253,400 was identified in the REVISED 2021 Levy Budget, Report 2020-168. It is recommended these funds be left in reserve while the Province of Ontario funding is available. Progress on COVID-19 funding and related expenditures will accompany the first trimester reporting for the period ending April 30, 2021. Readers of this report will identify this reserve is above target. Staff recommend leaving this reserve in excess of target while the Nyon development progresses.

O - When preparing this year end report it was noted the Working Capital Reserve was \$15,477 short of its estimated target. It is recommended year end surplus be utilized to bring the reserve to target.

P - Development charges are forecasted to increase by budget only. For the purpose of conservatism and given the high degree of discounting Staff have not forecasted development charges at this time. Staff will be reviewing development charges and recommending a review, including the potential to speed up the development charge phase-in.

Q - As the year progresses Staff anticipate requiring the use of this reserve to fund drain activity. Staff will provide an update at future trimester reporting.

R - The Federal Government recently accounted they would increase the City's Gas Tax on a one-time basis by \$558,126 plus the City the year end close out identified \$25,223 of unallocated Gas Tax as a result of previously closed out projects. In light of this funding Staff recommend a funding substitution related to the Clarence Street Sidewalk Construction - Hampton Avenue to Wood Lane, Report 2021-65 whereby 80% or \$132,000 of the project now be funded from Federal Gas Tax instead of the 2021 Capital Budget contingency. Staff also recommend a new project to address a health and safety concern related to the elevator in City Hall. The project would replace the wiring and is estimated at \$100,000 of which 80% or \$80,000 is recommended from Gas Tax funding with the remaining coming from the 2021 Capital Budget contingency fund. The new forecasted balance of the 2021 Capital Budget contingency fund is \$172,654.

S - This reflects a COVID Resilient grant Staff have applied for with respect to the Multi-Use Trail (to Dain City). Staff anticipate the grant being awarded but at the time of writing this report have not heard definitively.

T - It is recommended this reserve be established to facilitate funds unspent from previous capital and related projects recommended for close out from **Appendix C**.

Appendix E - Investment Report

Investment Report

Investment income for the whole year was \$259,530.

At the time of writing this report, FIN – 01 stipulates no more than 50% of the City's investments should be concentrated in any one Schedule I Bank. As previously communicated all the City's investments are in one Schedule I Bank. Financial Services advises this will be corrected by mid-year as certain investments mature and funds are reinvested.

Investment Performance

The City is currently experiencing a favorable budget to actual variance despite declining interest rates. The historical budget practice did not budgeted interest earned on and to be transferred to reserves. In 2021 Financial Services budgetted operating budget and reserve interest.

	Trimester 1	Trimester 2	Trimester 3	Total	Annualized Return
Actual	\$ 95,102	\$ 86,013	\$ 78,415	\$259,530	1.70%
Budget	\$ 11,670	\$ 11,660	\$ 11,670	\$ 35,000	
Variance	\$ 83,432	\$ 74,353	\$ 66,745	\$224,530	

As a point of reference, the interest rate earned on the bank account has declined from 1.95%-2.10% on January 1, 2020 to 0.45%-0.60% by the fall of 2020. This decline was directly related to the Bank of Canada reduction in the overnight rate from 1.75% to 0.25% over the same time period in response to COVID-19 economic implications. In the event interest rates remain low as the current investments come due Council can expect the City's annualized return to decrease.

Investment Term Holdings

Funds	Book Value	Weight
Investments < 1 Year	\$ 6,483,390	27%
Cash	\$17,233,663	73%
Total Portfolio	\$23,717,053	100%

Financial Services highlights that the investment to cash ratio is temporarily skewed to cash as a result of declining interest rates and the floor to which our bank account has provided.

Investments

Institution	Type of Investment [^]	Purchased Amount	Interest Rate	Maturity Date	Percentage of Holdings
Scotiabank	Bank - GIC	\$ 108,903	2.20%	17-Jun-21	2%
Scotiabank	Bank - GIC	\$ 1,184,965	2.05%	23-Jun-21	18%
Scotiabank	Bank - GIC	\$ 5,189,522	2.05%	23-Jun-21	80%
Total excluding cash		\$ 6,483,390			100%
Primarily CIBC	Chequing Account	\$17,233,663	0.450%/ 0.600%	N/A	
Total including Cash *		\$23,717,053			

[^]The City does not own any of its own long-term or short-term debentures.

* All figures in in Canadian dollars.

Transactions

Transactions in the third quarter (September 1 to December 31) are as follows:

Transaction Date	Type	Type of Investment	Purchase Balance	Interest Rate
03-Dec-20	Maturity	Bank - GIC	\$775,000	2.50%

Appendix F - Debt Management

In accordance with policy FIN - 03 the following debt management appendix has been prepared.

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

('000s in millions)	2020	2021	2022	2023	2024	2025
Projected Year End Debt	\$30,270	\$28,831	\$27,411	\$26,123	\$24,968	\$23,777
Committed Capital Leases	\$ 50	\$ 25	\$ 1	\$ -	\$ -	\$ -
	<u>\$30,320</u>	<u>\$28,856</u>	<u>\$27,412</u>	<u>\$26,123</u>	<u>\$24,968</u>	<u>\$23,777</u>
Internal Financing	\$ 434	\$ 347	\$ 260	\$ 173	\$ 87	\$ -
	<u>\$30,754</u>	<u>\$29,203</u>	<u>\$27,672</u>	<u>\$26,296</u>	<u>\$25,055</u>	<u>\$23,777</u>
Interest	\$ 900	\$ 961	\$ 920	\$ 878	\$ 840	\$ 804
Principal	\$ 1,975	\$ 1,471	\$ 1,444	\$ 1,289	\$ 1,155	\$ 1,191
External Borrowing Charges	<u>\$ 2,875</u>	<u>\$ 2,432</u>	<u>\$ 2,364</u>	<u>\$ 2,167</u>	<u>\$ 1,995</u>	<u>\$ 1,995</u>
Illustrative In-Year ARL *		6.5%	6.0%	5.3%	4.7%	4.5%
City Self Imposed Max		15.0%	15.0%	15.0%	15.0%	15.0%
Provincial Imposed Max		25.0%	25.0%	25.0%	25.0%	25.0%
* This projection utilized a 4% increase in own source revenue (2% inflation, 2% infrastructure).						

At the present time there is no future borrowing planned for illustrative purposes. Staff are working on updating the Tangible Capital Asset Management Plan in accordance with Ontario Regulation 588/17. The timing of this project has been extended to June 30, 2022 and will align with the City's infrastructure needs work. A forecasted funding model will accompany the updated Tangible Capital Asset Management Plan.

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

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

rate dependent.

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

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

Subject: Parking and Traffic – Access to Lake from Road Ends

To: Council

From: Community Safety & Enforcement Department

Report Number: 2021-109

Meeting Date: April 12, 2021

Recommendation:

That Community Safety and Enforcement Department Report 2021-109 be received;

That the Parking Prohibition Certificate attached as Appendix A to Community Safety and Enforcement Department Report 2021-109 be approved; and

That Council approve moving forward with Option 3 identified under the Financial Implications section of Community Safety and Enforcement Department Report 2021-109.

Purpose:

This report will provide an update regarding the parking restrictions around the beach ends along the rural road allowances; as well as respond to Councillor Bodner's inquiry at the March 22, 2021 Council meeting regarding prohibited parking on the fire lanes.

Background:

The Community and Economic Development Department hired a consultant to review the beach ends and determine a feasible plan to handle the parking in the area, among other issues. However, with another COVID beach season coming soon, City of Port Colborne staff would like to be in a position to handle the potential influx of traffic and parking and ensure that proper signage is in place to enforce any and all parking restrictions.

Currently, there are 14 legal on-street parking stalls on Pleasant Beach Road and nine on Wyldewood Road with ten permit parking stalls and one accessible stall. All other roads listed in this report would have no on-street parking.

Currently, there are 6 firelanes owned by the City of Port Colborne and 23 that are private. Most firelanes are narrow and treelined, which makes erecting signage difficult. Parking on firelanes is not regulated by the City's Parking By-law and the City is not responsible for signage on firelanes. City staff are not in the practice of installing no parking signs on these lanes and do not actively enforce parking on firelanes. The City's Fire Route By-law requires that residents of firelanes maintain clear access to firelanes for emergency service vehicles – including keeping the travelled portion of the firelane free from parked vehicles.

Discussion:

Road Ends

Staff have reviewed the area and will implement the Parking Prohibition Certificate similar to last year, with a few minor changes, such as from May 1st to September 30th inclusive and the prohibited parking restrictions will be from beach end to the Friendship Trail, (excluding those with allowable parking areas) and will not extend to the main crossroad (Highway No. 3 or Killaly Street E). Restricting parking to the Friendship Trail on Pleasant Beach Road, Wyldewood Road, Silver Bay Road, Cedar Bay Road, Pinecrest Road, Weaver Road, and Lorraine Road, as well as restricting parking on Vimy Ridge Road and Lake Road to the beach gate will require 400 signs to be erected. June Road, Merkel Road and a limited number of firelanes are not included in the sign inventory. If Council wishes to restrict to the main crossroads, an additional 195 signs would be required. Staff estimate that 400 tow away tabs and 400 time limiting tabs will also be required.

If permanent restrictions are the desire of Council, Parking and Traffic By-law 89-2000 as amended, will need to be further amended to schedule "C2" to prohibit parking and establish these areas as a tow away which will increase the fines for parking in these areas to \$160.

Firelanes

Based on Council direction at past meetings, staff explored the requirements to regulate parking on firelanes in the City including the six City-owned firelanes and the private firelanes. Firelanes 1 to 29 were reviewed and 394 signs would be required to be implemented. 45 "no parking" signs and 349 "no parking fire route" signs would be required. If permanent restrictions were the desire of Council, amendments to Parking and Traffic By-law 89-2000, as amended would require further amendments as well as Fire Route By-law 5062/117/07 as amended. By-law Enforcement Officers have not observed a problem with visitors to area beaches parking on private firelanes, however there have been some reports of cottage renters with a number of cars parking close to

the travelled portion of the firelanes. As such, staff do not recommend implementing parking enforcement on firelanes at this time.

If permanent restrictions are the desire of Council, amendments to Parking and Traffic By-law 89-2000, as amended, would require further amendments as well as Fire Route By-law 5062/117/07, as amended. Staff direction is required to pursue this course of action.

Another option to regulate parking on firelanes is for staff to review the legalities of posting at the entrance to each firelane, similar to the Regional signage stating “no parking between 2am and 6am” upon entering city limits.

Internal Consultations:

Discussions have taken place with Community Safety and Enforcement, Public Works, and Corporate Services to determine a feasible and workable solution to the potential parking and beach issues.

Public Works' Comments:

Public Works have reviewed the workload and investigated the costs of completing the proposed sign installations. All new signposts would require locates to be conducted before any poles can be planted. This legislated requirement may delay the placement of poles/signs for several weeks, dependant on the workload of the locator. There is no cost for locates.

On average, once locates are completed, staff would be able to install 20 signs per day which would equate to 20-30 working days dependant upon Council approving the restriction from the Lake to the Friendship Trail, or from the Lake to Killaly Street East/ Highway No. 3 respectively. Dedicating staff for a timeframe of 20-30 working days to the installation of new signage will either delay or reduce the service level that the Roads Team provides on an annual basis. The programs that would be impacted by this work will include the shouldering program, grass cutting program, line painting program, general spring road maintenance and cleaning the downtown sidewalks. Staff feel confident that this work can still be completed but Council should be aware that the delay of these annual services is highly probable.

As an alternative, should Council not accept a delay in the services mentioned above, a Contractor could be hired to preinstall base posts into the ground. City staff would then focus strictly on the above ground works which will greatly reduce the amount of time needed to dedicate internal employees to this initiative. Although staff are confident that this work can be completed internally this is an alternative methodology to ensure annual services completed by the Roads Team are not delayed.

Fire & Emergency Services Comments:

Fire & Emergency Services have reviewed and have no objections to the proposed parking restrictions.

Financial Implications:

The funding to implement the partial signage or full signage will be funded by the COVID relief funding. The costs below reference material costs and contractor costs. Labour costs to install signs by the City is not included in the costs below.

The cost for the implementation of signage are as follows:

Option #1 – Signs on Temporary Wood Bases from the Lake to Killaly Street East/Highway No. 3

Cost to complete work internally: \$76,000 (includes purchase of temporary wood bases and posts)

Option #2 – Permanent Signs and Posts from the Lake to Killaly Street East/Highway No. 3

Cost to complete work internally: \$41,000

Additional cost for contractor to supplement internal staff: \$14,000

Option #3 – Permanent Signs and Posts from the Lake to the Friendship Trail

Cost to complete work internally: \$32,000

Additional cost for contractor to supplement internal staff: \$11,000

Cost to Replace Stolen Signs and Posts from 2020

Cost to complete work internally: \$7,000

Staff will request an increase to the 2022 operating budget in order to accommodate an increase in the replacement of these signs in the future.

Depending on the type of signage to be acquired and installed, staff would have to review and advise Council, as the funding to implement the restricted parking on all the firelanes would need to be budgeted. The timing and installation would be determined by available staffing or contractors.

Public Engagement:

This report has been prepared to advise City Council of staff plans to administer parking, litter, and public access to lakefront road allowances for the summer season.

As Council is aware, Sierra Planning and Management is currently conducting a strategic review of these road allowances to help the City plan the appropriate future operation of these road allowances for residents and visitors – this is a separate initiative. Sierra Planning and Management presented to Council in January of 2021 and is planning to present a further update of the project at the April 26, 2021 Council Meeting.

Conclusion:

Staff is seeking direction regarding Council's desire to implement restrictive parking limits on the roads that lead to the lake and firelanes, and if such signage would be installed via staff or contractors.

Appendices:

- a. Prohibition Certificate
- b. Aerial map of area with limit of restrictions

Respectfully submitted,

Sherry Hanson, C.P.S.O.
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Sherry.Hanson@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.

I, Chris Kalimootoo, being the Director of Public Works for The Corporation of the City of Port Colborne, am of the opinion that the proper movement of traffic and the safety of the public requires the prohibition of parking. Section 205.02.11 of By-law 89-2000, being a By-law to regulate traffic and parking on City roads, allows the Corporation of the City of Port Colborne to implement such action. Further that the restriction be a Parking Prohibition Tow Away Zone with a fine amount of \$160.00.

Therefore, based on the above, I hereby implement a parking prohibition with Tow away zones from May 1, 2021 at 12:01 a.m. to September 30, 2021, at 11:59 p.m. inclusive as set out below.

Prohibited Parking Tow Away Zones

Column1	Column 2	Column 3		Column 4
Highway	Side	From	To	Times/Days
Lorraine Rd.	East & West	Lake End	Approximately 1735m north to the Friendship Trail	May 1 st to September 30 th inclusive
Weaver Rd.	East & West	Lake End	Approximately 1672m north to the Friendship Trail	May 1 st to September 30 th inclusive
Pinecrest Rd.	East & West	Lake End	approximately 1852m north to the Friendship Trail	May 1 st to September 30 th inclusive
Cedar Bay Rd.	East & West	Lake End	Approximately 1333m north to the Friendship Trail	May 1 st to September 30 th inclusive
Silver Bay Rd.	East & West	Lake End	Approximately 1200m north to the Friendship Trail	May 1 st to September 30 th inclusive
Wyldeewood Rd.	East	Approximately 378m north of the Lake End	Approximately 1060m north to the Friendship Trail	May 1 st to September 30 th inclusive
Wyldeewood Rd	West	Approximately 215m north of the Lake End	Approximately 840m north to the Friendship Trail	May 1 st to September 30 th inclusive
Pleasant Beach Rd.	East & West	Beach Rd	Approximately 840m north to the Friendship Trail	May 1 st to September 30 th inclusive

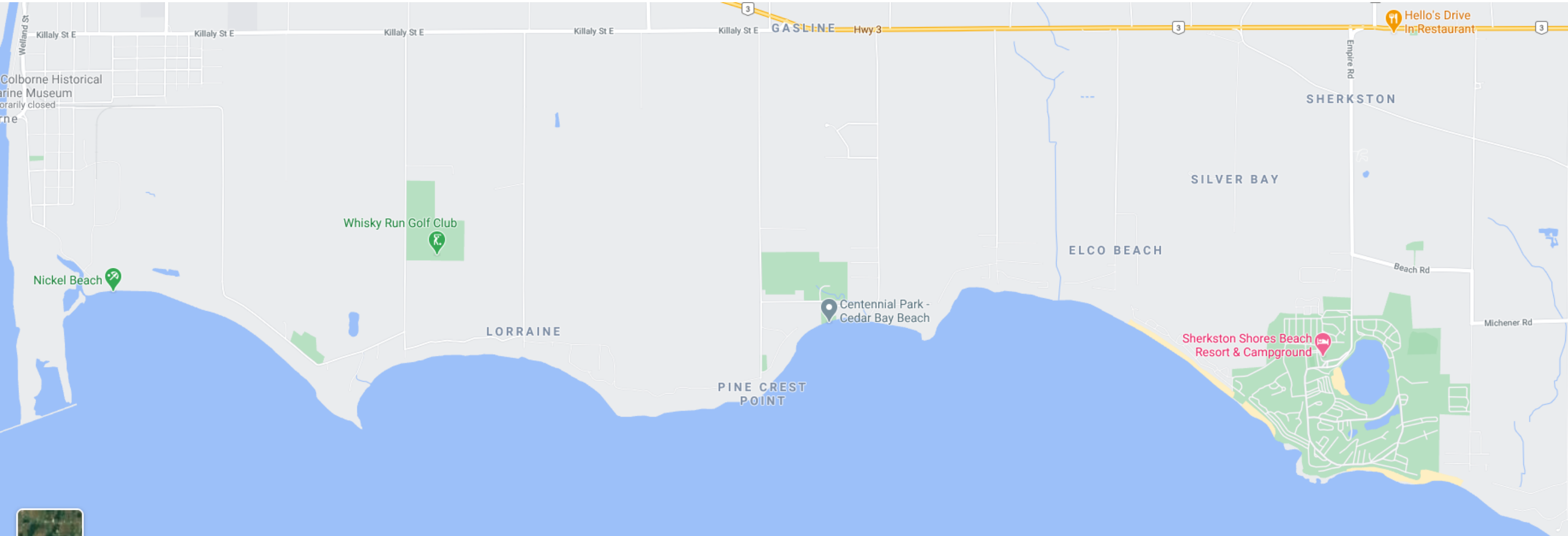
PARKING PROHIBITION CERTIFICATE

June Rd.	North & South	Cedar Bay	West Limit	May 1 st to September 30 th inclusive
Merkel Rd.	North & South	Cedar Bay	West Limit	May 1 st to September 30 th inclusive
Firelane #4	North & South	Cedar Bay	West Limit	May 1 st to September 30 th inclusive
Firelane #7	North & South	Silver Bay	East Limit	May 1 st to September 30 th inclusive
Firelane #8	North & South	Silver Bay	West Limit	May 1 st to September 30 th inclusive
Firelane #9	North & South	Silver Bay	East Limit	May 1 st to September 30 th inclusive
Firelane #22	North & South	Pleasant Beach	East Limit	May 1 st to September 30 th inclusive
Firelane #23	East & West	Firelane #22	North Limit	May 1 st to September 30 th inclusive

Dated at Port Colborne this 12th day of April 2021.

Chris Kalimootoo, Director of Public Works

Revised March 26, 2021





Subject: Proposed Draft Discharge of Firearms By-law

To: Council

From: Community Safety & Enforcement Department

Report Number: 2021-104

Meeting Date: April 12, 2021

Recommendation:

That Community Safety & Enforcement Department Report 2021-104 be received; and
That the proposed Discharge of Firearms and Bows By-law be approved, as presented.

Purpose:

At the July 22, 2019 Council meeting, Councillor Harry Wells presented a motion that requested staff to prepare and present an updated Discharge of Firearms By-law to include the use of Tannerite. The Councillor further requested that the Discharge of Firearms By-law address the noise that results from exploding Tannerite and the storage thereof.

Background:

It is the protocol of the By-law Enforcement Division to create by-laws that the Division deems necessary and those requested by Council via a resolution. The City's solicitor reviews the draft by-laws prior to presenting them to Council for consideration.

The history of the Discharge of Firearms By-law is as follows:

The current Discharge of Firearms By-law was enacted on October 22, 1990. As By-law staff rarely receive complaints or enforce this by-law, an update was not warranted or requested until this time.

Staff presented Council with a proposed draft By-law and on July 27, 2020 Council referred the By-law back to staff.

“That By-law 6803/53/20, Being a By-law to Regulate the Discharge of Firearms and Bows in the City of Port Colborne be referred to the Manager of By-law Services in order to review the definition of the term “firearm” and that staff engage with key stakeholders during the review.”

Discussion:

Staff reviewed the requests of Council and made the necessary changes. Councillors Danch and Bruno reviewed the new version of the draft by-law with key community stakeholders and advised that the changes addressed their concerns and a meeting to review or discuss these changes was not necessary.

Internal Consultations:

Staff obtained comments from other agencies and departments, which were presented in Report 2020-88 and brought forward to Council in July of 2020.

“Port Colborne Fire Department

Port Colborne Fire & Emergency Services did seek an opinion from Rachel Robbins, Senior Inspector, Pyrotechnics/Fireworks, Explosives Safety and Security Branch Natural Resources Canada in regard to Tannerite. Ms. Robbins stated that “they do not regulate the use of exploding targets”.

Port Colborne Fire & Emergency Services acquires the City of Port Colborne’s authority of inspection, regulation, and enforcement for fireworks through the Explosive Act and its Regulations. The Fire Chief has advised that the Fire Department has no authority to inspect/regulate/enforce the use of Tannerite.

Port Colborne Fire & Emergency Services supports the option of a ban on the use of Tannerite over a permit system. Therefore, any enforcement of the by-law would be managed by the Niagara Regional Police.

Niagara Regional Police Department

The Niagara Regional Police have no concerns regarding the proposed By-law.

Ministry of Natural Resources and Forestry

The City of Port Colborne received no comments regarding the proposed By-law.”

Public Engagement:

Staff reviewed with two Councillors and with Erie Tracker Outfitters via email and phone and received positive feedback regarding the changes.

Conclusion:

The proposed by-law covers the items and concerns of Council and implemented safety measures for the residents of Port Colborne.

Appendices:

- a. Proposed Draft By-law with highlighted changes as requested.

Respectfully submitted,

Sherry Hanson
Manager of By-law Services
905-835-2900 ext. 210
Sherry.Hanson@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 regulate the discharge of firearms and bows
in the City of Port Colborne

Whereas Section 9 of the *Municipal Act*, 2001 S.O. 2001, c.25 provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas Section 11 of the *Municipal Act*, 2001 S.O. 2001, c.25 provides that municipalities may provide any service or thing that the municipality considers necessary or desirable for the public, including the passing of by-law within the respective sphere of jurisdiction; and

Whereas pursuant to Subsection 11(2) para 6. of the *Municipal Act*, 2001 S.O. 2001, c.25 municipality may pass by-laws to protect the health, safety and well-being of persons; and

Whereas Sections 23.1(1) of the *Municipal Act*, 2001 S.O. 2001, c.25 authorizes a municipality to delegate certain powers and duties; and

Whereas Section 119 of the *Municipal Act*, 2001 S.O. 2001, c.25 authorizes a local municipality for the purpose of public safety, prohibit or regulate the discharge of guns or other firearms, air-guns, spring-guns, cross-bows, long-bows or any other weapon; and

Whereas Section 425 of the *Municipal Act*, 2001 S.O. 2001, c.25 authorizes a municipality to provide offences for a contravention of a by-law; and

Whereas Section 429 of the *Municipal Act*, 2001 S.O. 2001, c.25 authorizes a municipality to establish a system of fines under a by-law; and

Whereas Council of the City of Port Colborne has deemed it in the public interest to regulate the discharge of firearms within the City for the purposes of public safety; and

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

That this by-law shall be comprised of SIX (6) parts containing various sections, namely:

Part 1	Title and Definitions
Part 2	Application of the By-law
Part 3	General Provisions
Part 4	Enforcement
Part 5	Schedules
Part 6	Repeal

Part 1 – Title and Definitions

Short Title

1. This by-law shall be referred to as “The Discharge of Firearms By-law”.

Definitions

2. For the purposes of this By-law, including in the Recitals and the Definitions,
 - a) “Agent” means a person authorized by the Regulations under the *Fish and Wildlife Conservation Act*, to act as an agent for a landowner to kill, capture or harass wildlife for the protection of property and includes:
 - i. Trappers licensed under Ontario Regulation 667/98 (Trapping);
 - ii. Members of a landowner’s immediate family acting on behalf of the landowner on the landowner’s own land;
 - iii. Persons whose business is primarily the business of removing nuisance wildlife, if they harass wildlife or if they capture and release wildlife if capable of being released;
 - iv. Employees or agents of a municipality whose responsibility relates to wildlife control; and
 - v. Persons who hold a valid class H1 outdoors card issued under Ontario Regulation 665/98, for the purposes of killing or harassing the wildlife but not capturing it.
 - b) “Bow” means a curved or re-curved stave of a resilient material, strung taut from end to end and used to launch an arrow, bolt, quarrel or any similar projectile in a way that could cause grievous bodily harm or death and includes cross-bows, long bows, re-curve bows and compound bows.

- c) “Business” means a person who carries on a business that includes the manufacture, assembly, possession, purchase, sale, importation, exportation, display, repair, restoration, maintenance, storage, alteration, pawn brokering, transportation, shipping, distribution or delivery of firearms or bows, and ammunition for firearms or bows.
- d) “City” means the Corporation of the City of Port Colborne, Ontario and its geographical boundaries.
- e) “Conservation Officer” means a Conservation Officer or Deputy Conservation Officer appointed pursuant to the *Fish and Wildlife Conservation Act*.
- f) “Council” means the Council of the Corporation of the City of Port Colborne.
- g) “Defined Areas” includes:
 - i) All lands within the City’s urban boundary and hamlets as designated under the City’s Official Plan, as amended; Those lands illustrated in Schedules A through E inclusive of this By-law;
 - ii) Those areas within 150 metres from the water’s edge into a navigable waterway as defined in the *Navigable Waters Protection Act*, R.S.C. 1985, Chap. N-22; and
 - iii) Those areas within 229 metres from the water’s edge into Gravelly Bay in Lake Erie.
- h) “Educational Property” includes school facilities operated by a school board, a private school, a university, a provincial college, a private college or an outdoor area owned by the school when in use for instructional purposes whether or not the area is adjacent to a school building.
- i) “Farming and Food Production Protection Act” means the *Farming and Food Production Protection Act*, 1998, S.O. 1998, c. 1, or any amending or successor legislation.
- j) “Firearm” means any type of barreled device from which a projectile can be discharged and that is capable of causing serious bodily injury or death, including, but not limited to, handguns, shotguns, rifles, air or pellet guns, and muzzle-loaders or any object that can be adapted as a firearm as per this definition.

- k) “Fish and Wildlife Conservation Act” means the *Fish and Wildlife Conservation Act*, 1997, S.O. 1997 c. 41, or any amending or successor legislation.
- l) “High-Calibre Rifle” means any *Firearm* with a rifled barrel in its construction that discharges a projectile greater than .223 calibre.
- m) “Highway” shall mean a common and public highway and includes a street, public land and road allowance and any bridge, trestle, viaduct or structure that forms part of a highway and all lands between the lateral boundaries.
- n) “Law Enforcement Officer” shall mean a Police Officer, a member of the Armed Forces of Canada, a peace officer, an Officer appointed under the *Fish and Wildlife Conservation Act* or the municipality’s Municipal Law Enforcement Officers, Fire Chief or his/her designate.
- o) “Livestock Product” shall be defined as in the *Livestock and Livestock Products Act*, R.S.O. 1990, c.L.20, as amended, or any successor legislation thereto.
- p) “Manager” means the Manager of By-law Services as appointed on behalf of the City of Port Colborne and includes his/her designate.
- q) “Municipal Act” means the *Municipal Act*, 2001, S.O. 2001, c. 45, or any amending or successor legislation.
- r) “Normal Farm Practice”, as defined in the *Farming and Food Production Protection Act*, means a practice which is conducted in a manner consistent with proper and acceptable customs and standards, as established and followed by similar agricultural operations under similar circumstances, or makes use of innovative technology in a manner consistent with proper advanced farm management practices, and includes any practice which may be recognized as such by the Normal Farm Practices Protection Board.
- s) “Occupier” shall include,
- (i) a person who is in physical possession of premises, or
 - (ii) a person who has responsibility for and control over the condition of premises or the activities there carried on, or control over persons allowed to enter the premises, even if there is more than one occupier of the same premises; (“occupant”) e.g. an agent.

- t) "Paintball Facility" – means a facility that is designed for the purpose of conducting Paintball Marker activities.
- u) "Paintball Marker" – means a barreled device that is designed for discharging paintballs; and is deemed not to be a firearm pursuant to Section 84(3)(d) of the *Criminal Code*, or any successor thereof.
- v) "Park" includes open space, private and/or Public Park and means an area open to the public used for sports, picnic, and like activities.
- w) "Peace Officer" means a member of a regional, provincial or federal police force or the Canadian Armed Forces.
- x) "Person" means an individual, firm, corporation, business, association or partnership.
- y) "Property" means any parcel of land and any buildings or structures on the land and includes a portion of property.
- z) "Protection of Property" means the killing, capturing or harassing of wildlife found damaging or destroying property on a person's own land, or, that a person believes, on reasonable and probable grounds, is about to damage or destroy property on their own land.
- aa) "Reasonable Safety Measures" means the shooting position and target shall be constructed in a way that no projectile could, upon accidental or intentional discharge, cross over any property boundary.
- bb) "Reactive Shooting Targets" means targets composed of ingredients designed to ignite or explode upon impact from a fast-moving projectile. Including but not limited to; Tannerite, Shockwave, etc.
- cc) "Recreational Trail" shall mean any property that is open or available to the general public for permitted recreational trail uses, and includes any bridge, trestle, viaduct or structure that forms part of a trail and all lands between the lateral boundaries.
- dd) "Target" shall mean an animal, reptile, bird, *Reactive Shooting Target* or object.
- ee) "Trapper" means a person licensed by the Ministry of Natural Resources in accordance with the *Fish and Wildlife Conservation Act* and Regulations to hunt and trap fur-bearing mammals.
- ff) "Shooting Range" a location that is designated and approved by the Chief Firearm's Officer of Ontario for the safe discharge, on a regular

and structured basis, of firearms for the purpose of shooting at an object to be aimed at in shooting practice or contests.

gg) “Wildlife” shall be as defined in the *Fish and Wildlife Conservation Act*.

Part 2 – Application of the By-law

Interpretation

3. For the purposes of this by-law:

Word Usage

- a) words in singular shall be deemed to include plural and words in plural shall be deemed to include singular and this By-law shall be interpreted with all changes in gender or number as the context may require;
- b) unless otherwise defined herein, the words and phrases used in this By-law have their normal and ordinary meaning;
- c) headings are inserted for convenience and reference purposes only, they form no part of this By-law and shall not affect in any way the meaning or interpretation of the provisions of this By-law; and
- d) reference to any Act, Regulation, By-law, or *Agreement* is a reference to that Act, Regulation, By-law, or *Agreement* as it is amended or re-enacted from time to time.

Application

- 4. The provisions of this By-law shall apply to all discharges of *Firearms* and *Bows* within the boundaries of the *City*.
- 5. Nothing in this By-law shall be interpreted as reducing or eliminating the need for full compliance with the provisions of all applicable Federal and Provincial statutes and associated Regulations, including but not limited to the following:
 - a) *Criminal Code, R.S.C. 1985, c. C-46*;
 - b) *Firearms Act, S.C. 1995, c. 39*;
 - c) *Migratory Birds Convention Act, 1994, S. C. 1994, c. 22*; and
 - d) *Fish and Wildlife Conservation Act*.

e) *Explosives Act (1985, c. E-17)*

Conflict

6. Where this By-law conflicts, or is deemed to conflict, with any applicable Federal or Provincial statute, the provisions of such Federal or Provincial statute shall prevail.

Severability

7. If a court of competent jurisdiction declares any section or part of a section of this By-law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced *Council* to pass the remainder of this By-law, and the remainder of the By-law shall be valid and remain in force.

Part 3 – General Provisions

Prohibitions

8. No *Person* shall discharge a *Firearm* or *Bow* in the *City* except in accordance with this By-law.
9. No *Person* shall discharge any *Firearm* in the *City* upon lands within the *Defined Areas*.
- 9.1 No *Person* shall discharge any *Bow* in the *City* upon lands within the *Defined Areas* unless *reasonable safety measures* are established for reasons regarding safety of person and property.
10. No *Person* shall discharge any *Firearm* in the *City* upon lands outside the *Defined Areas* except a land owner, tenant, *Agent* authorized by the land owner or tenant, or a *Person* with the land owner or tenant's permission, provided that:
 - a) where the *Firearm* is a shotgun, it is of no greater calibre than No. 2 Shot (6.86 millimetres , 0.270 inches);
 - b) no bullet, shot, bolt, arrow, or quarrel shall pass over the boundary of the *Property*; and
 - c) *Reasonable Safety Measures* are established for reasons regarding safety of person and property.
- 10.1 No person shall discharge a *High Calibre Rifle* within the *City*.

10.2 No *Person* shall discharge, cause to be discharged or allow to be discharged a *Firearm* for the purposes of detonating a *Reactive Shooting Target* or any other binary explosive that requires a shot by a *Firearm* to initiate a detonation.

11. Notwithstanding sections 9 and 10 of this By-law, no *Person* shall discharge any *Firearm* within 150 metres (492 ft) of:
- a) any dwelling, other than a dwelling located on the *Property* upon which the lawful discharge occurs; or
 - b) any public or private *Park* (including a *Recreational Trail*) or a public open space; or
 - c) the premises of an *Educational Property* or religious institution, including but not limited to any building, structures or grounds related thereto.
 - d) all areas fronting onto Lake Erie, measured from the water's edge.

Exceptions

12. This By-law shall not apply to the discharge of a *Firearm* or *Bow*:
- a) for the *Protection of Property* from nuisance *Wildlife* that may be killed or harassed in accordance with the *Ontario Fish and Wildlife Conservation Act*, or a permit issued under the *Canada Migratory Birds Regulations*;
 - b) undertaken as a *Normal Farm Practice*;
 - c) upon properties being used for the raising of livestock product and where the discharge is necessary to protect the livestock product;;
 - d) by any *Peace Officer*, *Conservation Officer* or *Deputy Conservation Officer* acting in the course of his/her duty under the authority of his/her employment;
 - e) at a facility operated or utilized by *Peace Officers* for training purposes;
 - f) at a lawful *Shooting Range*, *Paintball Facility*, skeet club or at a shooting meet which has been authorized by the *Manager*;
 - g) at an *Educational Property* used for instruction in the proper use of *Firearms* or *Bows*;
 - h) at a federally regulated and licensed *Business*, the use and location of which is lawful and in accordance with all applicable federal,

provincial and municipal laws; and

- i) by a *Person* firing blank ammunition for the purposes of:
 - i. a ceremonial event, historical display or educational program;
 - ii. a theatrical film or television production;
 - iii. a sporting event; or
 - iv. the training of animals.

Grant of Exemption by Council

- 13. Notwithstanding any provisions of this By-law, any *Person* may make application to *Council* to be granted an exemption from any of the provisions of this By-law with respect to the discharge of *Firearms* or *Bows* and *Council*, by resolution, may grant or refuse to grant the exemption applied for, or may grant any exemption of lesser effect, and in granting any exemption *Council* may include such terms and conditions as it deems appropriate.
- 14. In deciding whether to grant an exemption, *Council* shall give the applicant and any other *Persons* an opportunity to be heard and may consider such other information and matters as it considers appropriate, including but not limited to, the impact on public safety.
- 15. A breach by the applicant of any of the terms or conditions of any exemption granted by *Council* shall render the exemption immediately null and void and of no force or effect.

Part 4 – Enforcement

- 16. The provisions of this By-law may be enforced by a *Law Enforcement Officer* or any other *Person* appointed to enforce by-laws for the *City*.

Power of Entry

- 17. The *City* may enter onto a *Property* at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
 - a) the provisions of this By-law;
 - b) an order issued under this By-law; or

- c) an order made under section 431 of the *Municipal Act*.
18. Where an inspection is conducted by the *City*, the *Person* enforcing the provisions of this By-law and conducting the inspection may:
- a) require the production for inspection of documents or things relevant to the inspection;
 - b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - c) require information from any *Person* concerning a matter related to the inspection including name, address, phone number and identification; and
 - d) alone or in conjunction with a *Person* possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
19. The *City* may undertake an inspection pursuant to an order issued under s. 438 of the *Municipal Act*.
20. The *City's* power of entry and inspection may be exercised by a *Law Enforcement Officer* or any other *Person* appointed or delegated to enforce by-laws for the *City*.

Penalty

21. Every *Person* who contravenes a provision of this By-law, including an order issued under this By-law, is guilty of an offence.
22. If a corporation has contravened a provision of this By-law, including an order issued under this By-law, every director and officer who knowingly concurred in such a contravention is guilty of an offence.
23. If an order has been issued under this By-law, and the order has not been complied with, the contravention of the order shall be deemed to be a continuing offence for each day or part of a day that the order is not complied with.
24. Every *Person* who is guilty of an offence under this By-law shall be subject to the following penalties:
- a) upon a first conviction, to a fine of not less than \$100.00 and not more than \$50,000.00;

- b) Upon a second or subsequent conviction for the same offence, to a fine of not less than \$400.00 and not more than \$100,000.00;
- c) Upon conviction for a continuing offence, to a fine of not less than \$100.00 and not more than \$10,000 for each day or part of a day that the offence continues. The total of the daily fines may exceed \$100,000.00; and
- d) Upon conviction of a multiple offence, for each offence included in the multiple offence, to a fine of not less than \$100.00 and not more than \$10,000.00. The total of all fines for each included offence may exceed \$100,000.00.

25. For the purposes of this By-law:

- a) “multiple offence” means an offence in respect of two or more acts or omissions each of which separately constitutes an offence and is a contravention of the same provision of this By-law; and
- b) an offence is a “second or subsequent offence” if the act giving rise to the offence occurred after a conviction had been entered at an earlier date for the same offence.

Part 5 – Schedules

Schedules to this By-law

27. Schedules A through E inclusive attached hereto shall form part of this By-law.

Part 6 – Repeal

28. By-law Number 2499/115/90 and all amendments thereto are hereby repealed.

Enacted and passed this _____ day of _____ 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk



Subject: Roselawn Theatre Management Agreement

To: Council

From: Chief Administrative Office

Report Number: 2021-115

Meeting Date: April 12, 2021

Recommendation:

That Chief Administrative Office Report 2021-115 be received; and

That the Mayor and Clerk be authorized to enter into an agreement with Lighthouse Festival Theatre Corporation for the management of the theatre at the Roselawn Centre.

Purpose:

This report is presented to Council to seek approval for the City to enter into an agreement with Lighthouse Theatre Corporation (Lighthouse) to manage the theatre at the City's Roselawn Centre (Roselawn).

Background:

The Roselawn Centre in Port Colborne is the home of an historic mansion and a 270-seat theatre. In the past, the theatre housed productions by Showboat Festival Theatre (Showboat) as well as independent promoters.

Subsequently, after Showboat ceased operations, Lighthouse continued to produce live theatre under the "Showboat" name.

Several years ago, City Staff and representatives of Lighthouse began informal discussions about transferring responsibly to administer the theatre-based components of the facility to Lighthouse under a management agreement. This option was presented to City Council at several closed meetings as well as in a public report on March 9, 2020, and Council directed staff to continue to negotiate a management agreement for the facility with Lighthouse.

Discussion:

City staff from the Community and Economic Development Department were responsible for the Roselawn Centre and, therefore, the negotiations with Lighthouse. Lighthouse was very active in the negotiations of the management agreement and remained patient during staff changes at the City, changing priorities and competing demands on City staff, numerous legal and staff reviews of the draft agreement, and the disruption caused by the COVID-19 pandemic. Most recently, contract negotiations were again delayed by the restructuring at the City that resulted in the Community and Economic Development Department being eliminated and the various facilities and divisions administered by that department being assigned to other departments within the City. After this final action, responsibility for the completion of the task was assigned to the Chief Administrative Officer – again, Lighthouse was very patient with further delays. Finally, the draft agreement was endorsed by both parties and is now ready for a signature from the City's Mayor and Clerk.

Lighthouse representatives have executed the agreement and provided a copy to the City for execution. Council must authorize the Mayor and Clerk to sign the agreement by approving this staff report.

Internal Consultations:

The agreement has been reviewed by a number of staff including Community and Economic Development staff, the City's Economic Development Officer, and the Director of Corporate Services/Treasurer. The agreement was also reviewed by the City's law firm, Sullivan Mahoney.

Financial Implications:

The City will pay Lighthouse a management fee of \$25,000 plus HST per year. The City will also continue to be responsible for utilities, grounds maintenance and capital repairs to the theatre. Lighthouse will take on responsibility for general maintenance of the portions of the building governed by the agreement.

Conclusion:

Staff believe that the attached agreement satisfies the direction of Council from past meetings. Lighthouse has been a willing partner during the preparation of this

agreement and is anxious to continue to offer programming in Port Colborne under the provisions of the agreement.

Appendices:

- a. Appendix A - Final Agreement – executed by Lighthouse

Respectfully submitted,

Scott Luey
Chief Administrative Officer
905-835-2900 ext. 306
Scott.Luey@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.

This Agreement made in triplicate this _____ day of _____, 2021.

- Between -

THE CORPORATION OF THE CITY OF PORT COLBORNE

66 Charlotte Street, Port Colborne, Ontario, L3K 3C8
(hereinafter referred to as the "City")

- and -

LIGHTHOUSE FESTIVAL THEATRE CORPORATION

o/a Showboat Festival Theatre
P.O. Box 1208, 247 Main Street, Port Dover, Ontario, N0A 1N0
(herein referred to as "Lighthouse Festival Theatre")

WHEREAS the City owns the building municipally known as the Roselawn Centre for the Arts (hereafter referred to as the "Roselawn Centre"), located at 296 Fielden Avenue, Port Colborne, Ontario, L3K 4T6; and

WHEREAS the City is desirous of having the Roselawn Centre regularly and well-used, managed and occupied as a theatre or centre for artistic groups and the performing arts and activities incidental or ancillary thereto; and

WHEREAS the City requires an independent contractor to operate and manage theatre programming and ancillary services, and is desirous of having certain premises within the Roselawn Centre, as described herein, utilized for said purpose, in accordance with the terms and conditions of this Agreement; and

WHEREAS Lighthouse Festival Theatre, incorporated in 1981 and located in Port Dover, is a year round theatre, that presents high quality professional theatre with a focus on Canadian artists for the Niagara Region, building a stronger subscription base, developing relationships with sponsors and donors, and investing back into the artistic community; and

WHEREAS the City often seeks and makes use of relationships with local recreational and cultural organizations through service and other agreements to deliver to the community valuable programming and events that may enrich quality of life and contribute to a strong sense of community; and

WHEREAS Lighthouse Festival Theatre has an established presence in the community and relationship with the City, having successfully delivered theatre production and box office services (operating as Showboat Festival Theatre) at the Roselawn Centre since 2012; and

WHEREAS the City is desirous to have Lighthouse Festival Theatre manage and operate theatre programming and ancillary services at the Roselawn Centre; and

WHEREAS the City and Lighthouse Festival Theatre are committed to ensuring that the Roselawn Centre is properly maintained and well-used by the community, visitors and user groups for the continued economic and cultural development of the City of Port Colborne.

NOW THEREFORE, in consideration of the covenants herein, the City and Lighthouse Festival Theatre hereby agree as follows:

1. Managed Premises Defined:

The managed premises (the "Premises"), as it pertains to this Agreement, defined as an area of approximately 12,000 square feet located within the Roselawn Centre, including the box office, theatre space, office space, front house, washrooms, lobby, basement, garage, and storage; all as shown highlighted on Schedule "A". The Premises does not include the heritage home, President's Room, back bar, or kitchen.

Additionally, during the first two (2) years of the Term, Lighthouse Festival Theatre shall have the option to the use and occupancy of the bar area identified on Schedule "A" (the "Bar Area") not included in the Premises, during any period in which the Premises is being used for programming or events by Lighthouse Festival Theatre or any third party sublicensee. The use and occupancy of Lighthouse Festival Theatre during the events shall be subject to the rights of other tenants of the Roselawn Centre who may also require the use of the Bar Area. Lighthouse Festival Theatre shall ensure that the Bar Area is cleaned following each use, and that all refuse has been removed.

2. Term:

The term shall be for a period of FIVE (5) YEARS (the "Term"), computed from April 1, 2020 or such earlier date as the parties may otherwise agree in writing (the "Commencement Date"), unless terminated as provided for herein.

3. Permitted Uses:

Lighthouse Festival Theatre shall have exclusive use and occupancy of the Premises for the purposes of carrying out its objectives and obligations under this Agreement throughout the Term and any renewal or extension thereof principally as a theatre or centre for the performing arts and activities incidental or ancillary thereto including short term licences of the Premises (or parts thereof) to third parties for same or similar uses, food and beverage services (including obtaining and maintaining its own liquor sales licence) and Lighthouse Festival Theatre's own programming; and subject to use by the City as set out in section 4.21 below). Lighthouse Festival Theatre shall have discretion regarding program scheduling and content, subject to the City's right to prohibit any programming which it deems, in its sole discretion, acting reasonably, to be contrary to the morals and values of the City of Port Colborne. Lighthouse Festival Theatre shall have the discretion to set the fees and other charges for participation in its own programming or for any use or occupancy of the Premises, in whole or in part, by third parties during the

Term, which fees and other charges shall belong, in full, to Lighthouse Festival Theatre.

3.1 COVID-19

The parties acknowledge and agree that this Agreement was largely negotiated prior to the COVID-19 pandemic. In finalizing this Agreement, the parties acknowledge and agree, that performing arts and activities incidental or ancillary thereto have been and will continue to be significantly disrupted and that, without limiting the discretion of Lighthouse Festival Theatre as set out in Article 3 above, as a result of either measures required by municipal, provincial or federal law or measures otherwise deemed necessary or desirable by Lighthouse Festival Theatre in its sole and absolute discretion, Lighthouse Festival Theatre's own programming at the Premises and short term licences or subleases of the Premises (or parts thereof) to third parties (including user groups) by Lighthouse Festival Theatre as contemplated herein, as applicable, may not be pursued or commenced or may be reduced, delayed, postponed or cancelled, in whole or in part, at any time and from time to time.

4. Covenants of Lighthouse Festival Theatre:

During the Term, Lighthouse Festival Theatre shall perform the following duties and have the following obligations, which it covenants and agrees to fulfil in a professional and skillful manner:

4.1 License Fee:

Lighthouse Festival Theatre shall pay to the City a basic license fee for the premises at a rate of ONE DOLLAR (\$1.00) per year. The parties acknowledge and agree that the City, with or without the direction of Council, may lobby Lighthouse Festival Theatre for further and other sums during the Term but Lighthouse Festival Theatre shall be under no obligation to pay any such further and other sums so lobbied during the Term.

4.2 High Quality Experiences and Services:

Lighthouse Festival Theatre shall provide high quality services and programs delivered by qualified staff and volunteers; customer service will be proactive, attentive and responsive to patron needs, as evidenced by positive and professional administration; all on a commercially reasonable basis and appreciating the not-for-profit corporate status and operations of Lighthouse Festival Theatre. Nothing in this subsection 4.3 shall qualify or minimize the discretion of Lighthouse Festival Theatre set out in Article 3 above.

4.3 Performance Fees:

Lighthouse Festival Theatre shall be responsible for all applicable Society of Composers, Authors and Music Publishers of Canada/Performing Arts and Licensing Fees as may be required during the Term.

4.4 State of Repair:

Lighthouse Festival Theatre accepts the Premises in the state in which they are found as of the Commencement Date; provided the City shall remove all of its property from the garage included in the Premises as shown in Schedule "A" except for such material, equipment and supplies as shown in Schedule "B" on or before May 1, 2021. Lighthouse Festival Theatre shall maintain the Premises in a good and reasonable state of repair consistent with at least the state of the Premises as at the Commencement Date. Lighthouse Festival shall not do, or permit to be done, anything that will tend to damage, mar or in any manner deface the Premises.

4.5 Security: Lighthouse Theatre shall:

- a. Oversee the proper use of the Premises and ensure keys thereto are at all times under control of a duly authorized representative of Lighthouse Festival Theatre. Lighthouse Festival Theatre will have the right to enter the Premises at all times during the term of this Agreement, save and except for those times that the City has use of the Premises in accordance with section 4.18. Entrances and exits will be locked and unlocked at such times as may be required for Lighthouse Festival Theatre's use of the Premises.
- b. Accept the security arrangements with respect to the Premises in the state in which they are found as of the Commencement Date. Any changes to the security arrangements or the Premises for the purpose of improving security, shall be done by Lighthouse Festival Theatre at its own expense, and only according to plans submitted to and approved by the City. Lighthouse Festival Theatre shall be solely responsible for any additional security that Lighthouse Festival Theatre deems necessary for the proper operation of the Premises

4.6 Ingress and Egress:

Lighthouse Festival Theatre shall ensure no portions of the sidewalks, entries, passages, doorways, vestibules, halls, or ways of access to public utilities of the Premises will be obstructed. Fire exits and aisles in the Premises must be kept clear of obstructions at all times.

4.7 Enquiries and Rentals: Lighthouse Festival Theatre shall:

- a. coordinate scheduling of the Premises by user groups, and prepare and execute short-term rental contracts. Lighthouse Festival Theatre shall not enter into long-term contracts that are longer than thirty (30) days for the use of the Premises by a user group without the written consent of the City in its sole discretion, which consent shall not be unreasonably withheld.

- b. ensure proper use of the Premises by all user groups, including compliance with rules and regulations governing smoking and the consumption of alcohol.
- c. ensure any user groups are aware of their duty to ensure areas in their care are kept in good repair, free and clear of any debris, and remain neat and tidy.

4.8 Licenses and Permits:

Lighthouse Festival Theatre shall ensure all requisite licenses, permits, and/or approvals from the proper authority are obtained by Lighthouse Festival Theatre, and all user groups, where and when applicable. The failure of Lighthouse Festival Theatre to obtain any requisite licenses and permits shall not relieve them of their obligations under this Agreement.

4.9 Bar Service:

At its option, Lighthouse Festival Theatre may open and run a bar for the benefit and use of the patrons of events held at the Premises, including the Bar Area outside the Premises in accordance with section 1.1. Lighthouse Festival Theatre shall provide an accounting of its bar service sales as part of its reporting as required under this Agreement.

4.10 Refuse Removal:

Lighthouse Festival Theatre shall be responsible for the removal of all refuse resulting from the use of the Premises and the Bar Area at its sole cost.

4.11 Janitorial Services:

Lighthouse Festival Theatre shall assume the cost and responsibility for the janitorial cleaning of the Premises.

4.12 Information Technology:

Lighthouse Festival Theatre shall provide and maintain its own IT hardware and software assets, the backup and restoration of files, email and telephone services, staff directories, virus defense, and provide internet access and online services for itself and its patrons.

4.13 Programming:

Develop, implement, advertise, promote and operate various arts and culture programming activities at the Premises that meet the shared mission and vision of Lighthouse Festival Theatre and the City, in a manner that services the diverse needs of the community.

4.14 No Existing Talent/Agent or Other Contract(s):

The City represents and warrants that there are no talent or agent contract(s) or user group contracts or licences have been issued in the name of the City for any programming or other events whatsoever at the Premises

on or after the Commencement Date or that such talent or agent contract(s) or user group contracts or licences that may have been issued in the name of the City for any programming or other events whatsoever on or after the Commencement Date (hereinafter referred collectively as "Old Contracts") have been cancelled by the City. The City covenants and agrees that it shall be solely responsible for any Old Contracts, including, without limitation, any costs, damages or other expenses incurred as a result of cancellation by the City, and the City shall indemnify and hold harmless Lighthouse Festival Theatre in respect of any Old Contracts.

4.15 Furniture, Fixtures and Equipment:

Lighthouse shall supply sufficient furniture, fixtures, equipment and supplies to operate the Premises, except as otherwise the express obligation of the City pursuant to this Agreement. Lighthouse Festival Theatre shall supply at its own expense, and assume sole responsibility for any additional furniture, fixtures, equipment and supplies deemed necessary for the operation of the Premises that is not already included in the inventory of equipment, supplies and material at the Premises as of the Commencement Date, as outlined in Schedule "B" attached hereto and forming part of this Agreement.

Lighthouse Festival Theatre shall be under no obligation to repair or replace any Schedule "B" Inventory and, provided further, any Schedule "B" inventory replaced by Lighthouse Festival Theatre shall become and remain the property of Lighthouse Festival Theatre at the end of the Term. Any remaining furniture, fixtures, equipment and supplies set out in Schedule "B" that has not been replaced by Lighthouse Festival Theatre shall be returned to the City at the end of the Term "as is" at that time.

4.16 Equipment Maintenance:

Attend to the normal maintenance, repair and replacement of all equipment, which includes, but is not limited to, speakers, cables, lights, communication system, rigging, sound equipment including sound board and audio components, railings and seats, and be responsible for the cost of maintenance of said equipment.

4.17 Personnel: Lighthouse Festival Theatre shall:

- a. Provide adequate staff and volunteers to operate the Premises. Lighthouse Festival Theatre shall provide and supervise qualified staff to operate the Premises. Lighthouse Festival Theatre is responsible for paying the wages of its employees and making all statutory payroll deductions with respect to their employment.
- b. Provide trained technical staff to supervise the use of all Premises equipment by user groups, which training shall be the responsibility of Lighthouse Festival Theatre.

4.18 Professional/Contract Services:

Lighthouse Festival Theatre shall Assume the responsibility and cost of related professional services that may be required from time to time for its own operations, including security, and winter control services.

4.19 Advertising and Promotion: Lighthouse Festival Theatre shall:

- a. assume the responsibility and cost of all advertising and promotional activities related to the operation of the Premises.
- b. Assume responsibility and cost of the design and installation of all indoor, outdoor and common area signage. Signage must receive the approval from the City prior to posting or installation, and shall be erected at the expense of Lighthouse Festival Theater. Any unauthorized signage will be removed with the cost of removal charged to Lighthouse Festival Theatre.
- c. Lighthouse Festival Theatre shall recognize the financial and non-financial support of the City (e.g., in providing the parking, utilities, snow removal and landscaping to Lighthouse Festival Theater at no additional cost) in its advertising and promotional activities at such times, places and in such manner as Lighthouse Festival Theatre shall determine, in its discretion and in accordance with its policies and procedures, such promotion and recognition of the City to be subject to the approval of the City, acting reasonably.
- d. Clear and permanent recognition of the City will be reasonably displayed at the Premises in accordance with the policies and procedures of both the City and Lighthouse Festival Theatre and as the City and Lighthouse Festival Theatre may agree, acting reasonably.

4.20 Rates and Fees: Lighthouse Festival Theatre shall:

- a. Collect fees from the user groups contracted to use the Premises, and ensure that user groups are informed of any future annual increase in user group fees in advance of entering into a rental contract.
- b. Be solely responsible for the proper taking, handling, control, safe keeping, and accounting of all payments, regardless of method.
- c. Ensure that rates and fees for services are fair and competitive to encourage maximum participation of the community. Provided the City acknowledges and accepts that during the anticipated Lighthouse Festival Theatre season and preparation thereof, being the months of May through October, Lighthouse Festival Theatre's own programming shall have paramountcy, and nothing in this section 4.21

shall qualify or minimize the discretion of Lighthouse Festival Theatre set out in Article 3 above.

All fees, charges and other payments received Lighthouse Festival Theatre in respect of user groups and other third parties use of the Premises during the Term shall belong, in full, to Lighthouse Festival Theatre.

4.21 City Use of Premises:

Lighthouse Festival Theatre shall provide free use of the Premises to the City for civic functions upon reasonable notice at any time, provided that during the Lighthouse Festival Theatre's season and preparation thereof, being the months of May through October, inclusive, the City's right to use of the Premises shall be restricted in that it shall not unreasonably interfere with the programming of Lighthouse. The City's use of the Premises shall be at its own risk and Lighthouse Festival Theatre shall have no liability with respect to the City's use of the Premises pursuant to this section 4.21.

4.22 Sponsorship, Donations, Fundraising and Grants:

a. Pursuit of Support:

In accordance with their respective policies and procedures, the City and Lighthouse Festival Theatre may, from time to time and as they agree, cooperate to undertake sponsorship, donation, fundraising, and grant application activities in support of its own operations and Improvements at the Premises.

b. Vision Alignment:

Seek out sponsorship opportunities with third parties who have a positive public image, and reflect a high level of integrity, and who reflect the values and maintain operational policies that are not in conflict with the City's, values, mandate or operating policies.

c. In-Kind Contributions:

Acknowledge that the City is providing an in-kind contribution by providing to it the following services at no additional cost:

- i. Non-exclusive access to parking facilities;
- ii. Utilities;
- iii. Snow removal;
- iv. Landscaping and ground maintenance.

d. City Recognition:

The City will receive recognition of ongoing in-kind contributions and its overall financial support, in accordance with Lighthouse Festival Theatre's sponsorship policies and procedures. Clear and permanent

identification of the City will be displayed in adherence to branding guidelines established by the City.

4.23 Reporting: Lighthouse Festival Theatre shall:

- a. Prepare and submit a report, twice annually, to the City's Manager of Parks and Recreation outlining program delivery activities, including an up-to-date copy of all rates and fees, as well as a listing of all user groups (name of each organization), including dates of usage, the total number of days the Premises was utilized by each user group, as well as attendance numbers, revenue, ticket sales, and event schedules for each;
- b. Annually provide the City's Treasurer, via the Manager of Parks and Recreation, with semi-annual reports regarding rental activity, fees collected, profit and loss statements for the period of January 1 to June 30 (submitted by July 30) of every year, and for the period of July 1 to December 31 (submitted by January 30) of every year. Year-end financial statements (including a detailed accounting of all revenues and expenses) prepared for Lighthouse Festival Theatre shall be submitted to the City by November 30, annually. Lighthouse Festival Theatre shall allow the City access to examine financial records pertaining to the management activities of the Premises, upon request.
- c. Annually make a presentation outlining financial performance, program delivery and quality satisfaction to the City's Council.

4.24 Environmental Sustainability:

Demonstrate a commitment to environmental stewardship and, where reasonably practical, adopt and utilize environmentally sustainable operating practices and procurement procedures including, but not limited to, waste reduction/diversion measures, procurement of locally sourced products/materials, water and energy conservation (i.e. purchase and use of Energy STAR-qualified office equipment, electronics, appliances and energy efficient lighting).

4.25 Affordability of Services:

Develop and implement methods to provide affordable access to its events, programs and services to accommodate participation amongst all segments of the community.

4.26 Healthy Food Options:

Promote healthy eating choices, and offer healthy food options for patrons of its events, programs and services, particularly those involving children/youth.

4.27 Health and Safety:

Ensure compliance with all health and safety legislation as stipulated under the *Occupational Health and Safety Act*, and any other federal, provincial or municipal health and safety requirements that apply to the type of work Lighthouse Festival Theatre undertakes, and as it pertains to the safety and security of the Premises and the employees and patrons within. This includes adherence to all City health and safety requirements and procedures related to the procurement and utilization of contracted services. Lighthouse Festival Theatre shall provide the City with access to training records, as it pertains to the *Occupational Health and Safety Act*, for its employees, contractors and volunteers, upon written request.

4.28 Accessibility:

Ensure compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*, or successor legislation.

4.29 Compliance with Laws:

Adhere to all federal, provincial or municipal legislation, regulations, by-laws or orders of all governmental authorities or court having jurisdiction. This includes compliance with applicable City policies, all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Premises or the Lighthouse Festival Theatre's use and occupation thereof including, without limitation, police, fire and health regulations, and save and except as same may be the obligations of the City as outlined herein. Lighthouse Festival Theatre shall not: do or suffer any waste or damage, disfiguration or injury to the Premises; permit any overloading of any part of the Premises; use or permit to be used any part of the Premises for any illegal or unlawful purpose.

4.30 Liens and Encumbrances:

Not do anything to cause a construction lien or other encumbrance to be registered on title to the Premises or any parts thereto.

5. Covenants of the City:

During the Term, the City shall covenant and agree to be responsible for:

5.1 Assignment of Responsibility:

Assign responsibility and authority for the overall scheduling and operating of the Premises to Lighthouse Festival Theatre to be carried out in accordance with this Agreement. With respect to the contracts identified in Schedule "C", shall assign and direct any future payments to Lighthouse Festival Theatre; and any fee, ticket sales or other payments already received by the City in respect of any contract set out in Schedule "C" shall be forthwith paid over, in full, to Lighthouse Festival Theatre and the City shall provide a full accounting to Lighthouse Festival Theatre in respect of those Schedule "C" contracts.

5.2 Management Fee:

Recognize that regular and well use, management and occupation of the Premises may have direct and indirect benefits to the City of Port Colborne, specifically, cultural and economic development benefits. Therefore, in recognition of the these potential contributions towards the cultural and economic development in the City of Port Colborne through its use and occupancy of the Premises, the City shall pay to Lighthouse Festival Theatre a total amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) per year of the Lease, on the first date of December in each year of the term, or additional amount(s) as may be approved by the City's Council. The parties acknowledge and agree that Lighthouse Festival Theatre may lobby the City and its Council for further and other sums during the Term, though the City shall have no obligation whatsoever to provide any additional funding. Notwithstanding the above, Lighthouse Festival Theatre acknowledges and agrees that it is responsible to fully fund the cost of its own operations at the Premises except as otherwise expressly provided herein.

5.3 Taxes:

Be responsible for realty taxes allocated to the Premises.

5.4 Recognition of Sole User:

Recognize Lighthouse Festival Theatre as the sole user of the Premises subject to the City's use in accordance with Section 4.21.

5.5 Parking and Ingress and Egress: The City shall:

- a. Provide non-exclusive use of the parking facilities associated with Roselawn Centre for Lighthouse Festival Theatre, its employees, agents, contractors, licencees, subleases, invitees and guests. Lighthouse Festival Theatre shall have such use of the parking facilities at no additional cost, fee or expense.
- b. The City shall not be responsible for any loss or damage to persons or property, however caused, during the course of Lighthouse Festival Theatre's use of the parking facilities. Illegally parked vehicles may be tagged and/or towed at the owner's expense, such enforcement to be the responsibility of Lighthouse Festival Theatre, at their sole expense.
- c. Lighthouse Festival Theatre may, at its discretion and at its own expense, employ parking attendants to monitor and oversee use of the parking facilities during its operations at the Premises.
- d. The City shall ensure no portions of the sidewalks, entries, passages, doorways or ways of access to the Premises from the outside will be obstructed.

5.6 Heating and Cooling:

The city shall maintain a comfortable level of heating and air conditioning for the Premises to the standard required for similar properties owned or operated by the City.

5.7 Utilities:

The City shall assume the responsibility of the provision of all water, gas, electricity and other utilities used in respect of the Premises and cost of usage of such services.

5.8 Winter Control:

The City shall assume the responsibility and cost of snow and ice removal from the parking lot and sidewalks and other access facilities serving the Premises, in accordance with regulatory minimum maintenance standards, and the policies and procedures of the City to the standard required for similar properties owned or operated by the City.

5.9 Routine Repairs and Maintenance: The City shall:

- a. Be responsible for any and all repairs and replacements to any and all HVAC and utility systems servicing the Premises, in whole or in part, and those parts of Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre's operations therein. Such work shall be performed to a standard, and in a timeframe similar, to that provided to other City facilities; provided that the City understands and agrees that prompt repair and replacement to all HVAC and utility systems is material to the success of operations at the Premises, which include live theatre performances and related programming, and may require attention earlier than would be expected of other City facilities.
- b. Be responsible for any and all structural repairs to and replacements to the Premises and those parts of Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre's operations therein including, without limitation, the cost of replacement of the roof or any component thereof. Such work shall be performed to a standard, and in a timeframe similar, to that provided to other City facilities.
- e. Be responsible for maintenance, repairs and replacements any exterior part of the Premises or Roselawn Centre or lands on which same are situated including, without limitation, landscaping and yard maintenance, to a standard similar to that provided for other City facilities.

5.10 Capital Repairs and Maintenance:

Assume responsibility for any and all capital repairs and replacement to the parking lot, driveway, accessibility infrastructure and other access facilities

associated with the Premises or those parts of Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre's operations therein. Such work shall be performed to a standard, and in a timeframe similar, to that provided to other City facilities.

5.11 Repairs and Maintenance – Scheduling:

- a. As the sole owner of Roselawn Centre, the City shall at all times have the right of access to the Premises for maintenance and repair purposes.
- b. Notwithstanding the above, the City shall take reasonable precautions and attempt to schedule any work related to its responsibilities or to such other parts of Roselawn Centre that may reasonably affect Lighthouse Festival Theatre's operations so as not to unreasonably interfere with the Lighthouse Festival Theatre's operations or those its licencees or subleases and to minimize interference with the Lighthouse Festival Theatre's use and enjoyment of the Premises. Save and except in the case of emergencies, the City shall provide at least three (3) days' notice prior to carrying out any such work related to its responsibilities or to such other parts of Roselawn Centre that may reasonably affect the Lighthouse Festival Theatre's operations (including, without limitation, making repairs, alterations or improvements to the Premises or those parts of Roselawn Centre) and any such work shall not be conducted and the City shall not have access to the Premises during hours in which live performances are being conducted at the Premises. Exceptional circumstances such as those related to health and safety, security, building and equipment failure shall override the notice period.

5.12 Repairs and Maintenance – Requests:

The City shall respond to the normal maintenance of the Premises as may be requested by Lighthouse Festival Theatre, in writing, addressed to the attention of the Manager of Parks and Recreation. From time to time the City may appoint a person or persons as the primary representative of the City for such maintenance and repair requests by Lighthouse Festival Theatre. The City acknowledges and agrees that certain maintenance and repair requests may require prompt attention and resolution by the City given the nature of operations at the Premises. The obligation of the City to repair shall be at the City's discretion and shall be in accordance with the City's obligations to repair and provide maintenance pursuant to the terms of this Agreement.

5.13 Prohibited Access:

Where possible, prohibit access to the Premises from other interior parts of Roselawn Centre, except as may be required under the *Fire Code*.

6. Cooperation Between Parties:

The following outline areas of cooperation and coordination between the City and Lighthouse Festival Theatre:

- a. To promote and maximize arts and culture opportunities to generate positive local economic activity through the provision of programs and services to meet the needs of the community and visitors.
- b. To be mutually supportive of one another in the application for provincial and federal grants.
- c. To be mutually supportive of one another in fundraising initiatives including being sensitive to avoid overlap of campaigns.
- d. To co-operate in an extent that is reasonably possible in areas of staff expertise, equipment maintenance, and facility development to reduce direct operating costs, where possible.
- e. To work together in booking their respective spaces in Roselawn Centre to ensure that activities in one space do not negatively impact the other's operations, provided the City acknowledges and accepts the anticipated Lighthouse Festival Theatre season and preparation thereof, being the months of May through October, has paramouncy.
- f. To not incur expenses on behalf of the other party without having first obtained expressed written permission.

7. Improvements to the Premises:

7.1 Improvements Defined:

In this Section, "Improvements" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed on or in the Premises including doors, hardware, partitions and carpeting but excluding trade fixtures and furniture and equipment not in the nature of fixtures and painting.

7.2 Improvements - Consent:

Lighthouse Festival Theatre will not make in or on the Premises any Improvements without first obtaining the City's consent, which shall not be unreasonably withheld, but such consent may require the submission of drawings and specifications to the City, unless any such Improvements:

- a. does not relate to any of the City's obligations in Section 5 above;
- b. does not affect any historical designation in respect of Roselawn Centre;

- c. is not reasonably expected to affect the structural integrity of Roselawn Centre; and
- d. does not exceed, inclusive of labour but exclusive of any sales tax, the sum of \$5,000.

7.3 Improvements - Funding:

Improvements that require the City's consent and for which consent is obtained, shall be paid for by Lighthouse Festival Theatre. Any improvements made to the Premises shall become property of the City upon their installation.

7.4 Improvements – Recommended:

Lighthouse Festival Theatre may recommend capital equipment and Improvements to the City from time to time, and the City may consider same as part of its budget approval process, but the City is under no obligation to contribute to such capital equipment and Improvements. Lighthouse Festival Theatre acknowledges that the City is not responsible for Improvements and/or repair and maintenance of Improvements, intended to customize the Premises for the particular needs of Lighthouse Festival Theatre.

8. Smoking Prohibited:

Roselawn Centre is designated as a non-smoking facility by the City of Port Colborne and the Niagara Region. Smoking (including vaping, e-cigarettes, and cannabis) is therefore prohibited in and around the Premises. Under this Agreement, Lighthouse Festival Theatre is responsible for strictly enforcing smoking regulations. Failure on the part of Lighthouse Festival Theatre to enforce these regulations with any of its patrons, staff, volunteers and/or personnel will constitute a breach of this Agreement.

9. Indemnification:

- a. Lighthouse Festival Theatre shall defend, indemnify and save harmless the City, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent of and arising out of or attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Lighthouse Festival Theatre, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to, and not in lieu of, any insurance to be provided

by Lighthouse Festival Theatre in accordance with this Agreement, and shall survive this Agreement.

- b. Lighthouse Festival Theatre agrees to defend, indemnify and save harmless the City from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever to the extent of and arising out of or related to Lighthouse Festival Theatre's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by Lighthouse Festival Theatre in accordance with this Agreement, and shall survive this Agreement.

10. Insurance:

10.1 Insurance Held by the City:

The City shall carry appropriate property insurance coverage for Roselawn Centre, including the Premises.

10.2 Insurance Held by Lighthouse Festival Theatre:

Lighthouse Festival Theatre shall obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario for the following coverages:

- a. Commercial General Liability providing for, without limitation, coverage for personal injury including sexual abuse and harassment, public liability and property damage, data liability insurance, and non-owned automobile liability. Such policy shall:
 - i. have inclusive limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for death, injury, loss or damage resulting from any one occurrence;
 - ii. contain a cross-liability clause endorsement and severability of interests clause of standard wording;
 - iii. name the City as an additional insured with respect to any claim arising out of the obligations under this Agreement; and
 - iv. be endorsed to provide that the policy shall not be cancelled or allowed to lapse without thirty (30) days' prior written notice to the parties.
- b. Obtain and maintain in full force and effect all risks property insurance in an amount of at least one hundred percent (100%) of the full (new) replacement cost, insuring:

- i. All property owned by Lighthouse Festival Theatre, or for which Lighthouse Festival Theatre is legally liable, or installed by or on behalf of Lighthouse Festival Theatre, and located within the Premises including, but not limited to, equipment, fixtures, fittings installations, alterations, additions, partitions, and all other leasehold improvements, and;
- ii. Lighthouse Festival Theatre's inventory, furniture and movable equipment.
- c. Lighthouse Festival Theatre will promptly furnish to the City certificates of insurance duly executed by Lighthouse Festival Theatre's insurance brokers evidencing that the required insurance is in force, upon signing of this Agreement and on each and every renewal date of said policy.
- d. The City reserves the right to amend the required insurance coverages and limits as may be reasonable in the circumstances.
- e. Lighthouse Festival Theatre shall immediately notify the City of any occurrences or any event which could reasonably be expected to expose the City or Lighthouse Festival Theatre to material liability of any kind, whether under this Agreement or otherwise.
- f. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Objectionable People:

a. Ejection from the Premises:

The City reserves the right to eject or cause to be ejected from the Premises any objectionable person or persons. Neither the City nor any of its officers, agents or employees shall be liable for any damages that may be sustained by Lighthouse Festival Theatre through the City's exercise of such right.

b. Objectionable Persons Defined:

The term "objectionable persons" shall include but is not limited to those persons who by virtue of disorderly conduct, intoxication, disruptive behaviour, violation of building policy, municipal, provincial or federal law, make the proper conduct of business, or an event, or the enjoyment by others of the event, difficult or impossible.

12. Right to Extend:

Provided that Lighthouse Festival Theatre is not in default of any terms of this Agreement, then, upon delivery of written notice exercising this right given to the City not more than eighteen (18) months and not less than nine (9) months before the expiration of the Term, Lighthouse Festival Theatre shall have the right to extend the Term of this Agreement for the whole of the Premises at the expiration of the Term for a period of five (5) years (the "Extended Term"). The Extended

Term shall be on the same terms and conditions as this Agreement, save and except for provisions concerning the Management Fee and the expenses paid or responsibilities performed by the City under this Agreement. The above terms to be negotiated, shall be negotiated by the parties by taking into account the audited financial statements of Lighthouse Festival Theatre, the reports of community participation, the use of the Premises by use groups and the City's prevailing budgetary restraints.

13. Termination:

13.1 Termination by the City:

In the event there is a material default by Lighthouse Festival Theatre in its performance of any of the terms of this agreement (a "Material Default" being a default which has the effect of depriving the City of its objectives in the entering into of this Agreement), the City shall provide Lighthouse Festival Theatre with written notice of such default. Lighthouse Festival Theatre shall have twenty (20) days from the delivery of the notice to cure the default to the satisfaction of the City, failing which the City may immediately terminate this agreement and all amounts due and owing by either party to the other shall be satisfied by the parties within thirty (30) days of the effective date of the termination.

13.2 Immediate Termination by the City:

Despite any other provision in this Agreement, the City may immediately terminate this Agreement in any of the following circumstances, and in so doing, the City shall not be liable for losses incurred by Lighthouse Festival Theatre:

- a. Lighthouse Festival Theatre becomes bankrupt, becomes insolvent, makes a proposal, assignment or arrangement with its creditors, makes an assignment in bankruptcy, a receiver is appointed to manage Lighthouse Festival Theatre or any steps are taken for the dissolution, winding up or other termination of Lighthouse Festival Theatre's existence;
- b. Lighthouse Festival Theatre is the subject of any claims or causes of action or criminal investigation relating to fraud or mismanagement of Lighthouse Festival Theatre; or
- c. The Premises is declared uninhabitable for reasons of safety by the proper authority.
- d. Lighthouse Festival Theatre or its representatives willfully causes damage to the Premises or willfully or negligently acts in a way which has or may damage the reputation of the City

13.3 Remedies for Default:

- a. In the event there is a default by Lighthouse Festival Theatre in its performance of any of the terms of this Agreement and the default is continuing, the City shall have the right, in addition to any other right or remedy available at law or in this agreement, to:
 - i. bring any proceedings in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by each of the parties hereto that damages at law may be an inadequate remedy for a default or breach of this agreement; and/or
 - ii. remedy the default and be entitled upon demand to be reimbursed by Lighthouse Festival Theatre (and to bring any legal proceedings for the recovery thereof) for any monies expended to remedy any such default and any other expenses (including legal fees on a solicitor and client basis) incurred by the City together with interest at a rate of five percent (5%); and/or
 - iii. bring any action at law as may be permitted in order to recover damages.
- b. The rights available to the parties under this Agreement shall be deemed to be separate and not dependent on each other and no such exercise shall exhaust the rights or preclude the City from exercising any one or more such rights or combination thereof from time to time thereafter or simultaneously.

13.4 Enforcement of Agreement:

Lighthouse Festival Theatre shall pay all damages, losses and expenses, and costs (on a solicitor and client basis) incurred by the City in enforcing the terms, covenants and conditions of Lighthouse Festival Theatre in this Agreement by reason of any intentional or negligent act or omission of Lighthouse Festival Theatre, its employees, agents, volunteers, contractors, subcontractors in executing Lighthouse Festival Theatre's covenants and obligations in this Agreement.

13.5 Dispute Resolution:

- a) A party claiming that a dispute has arise with respect to the interpretation or operation of any part of this Agreement may give written notice to the other party specifying the nature of the dispute, the relief sought and the basis of the relief sought.
- b) Within twenty (20) business days of the receipt of the notice specified in this section 13.5 or, if the dispute relates to a claim of material default, in section 13.1, by the other party, two (2) representatives from Lighthouse Festival Theatre and two (2) representatives from the City shall meet and use their best efforts and good faith to seek a resolution of the dispute.

- c) In the event the dispute is not resolved by the representatives of the parties within twenty (20) business days from the date of delivery of the notice in either section 13.5(a) or 13.1, as the case may be, then either party may refer the dispute to mediation in accordance with and subject to the provision of any mediation legislation in force in Ontario as amended from time to time, and all decisions made pursuant to such mediation shall be final and binding upon the parties hereto.

13.6 Termination by Lighthouse Festival Theatre:

Lighthouse Festival Theatre may terminate this Agreement for any reason whatsoever upon providing six (6) months' written notice to the City. In the event of such termination, the parties shall conduct a full accounting of all amounts due and owing to and by each of the parties hereto for such service and such accounts shall be satisfied by the parties hereto within thirty (30) days of the effective date of termination of this Agreement or part thereof. The City shall assume any user group licenses and shall cooperate with Lighthouse Festival Theatre in the completion of any programming scheduled prior to the date of such written notice.

13.7 Termination by the City:

The City may terminate this Agreement for any reason whatsoever upon providing six (6) months' written notice to Lighthouse Festival Theatre; provided Lighthouse Festival Theatre's scheduled programming season shall be preserved. In the event of such termination, the parties shall conduct a full accounting of all amounts due and owing to and by each of the parties hereto for such service and such accounts shall be satisfied by the parties hereto within thirty (30) days of the effective date of termination of this Agreement or part thereof. The City shall assume any user group licenses and shall cooperate with Lighthouse Festival Theatre in the completion of any programming scheduled prior to the date of such written notice including, without limitation, Lighthouse Festival Theatre's own scheduled season of programming being the months of May through October.

13.8 Uncontrollable Circumstances:

Neither party shall be liable for breach, default or delay in performance of any of its obligations under this Agreement (except an obligation to make payment when due) in the event such party is rendered unable, wholly, or in part, to carry out its respective obligations as a result of an uncontrollable circumstance (referred to herein as an "Uncontrollable Circumstance"). Such party shall be excused from performance only during the period and to the extent that the affected party, acting with all due diligence and dispatch, is prevented from performing by the Uncontrollable Circumstance.

14. State of Repair:

Lighthouse Festival Theatre agrees to leave the Premises undamaged and in a good state of repair and tidy condition, with all refuse gathered and all equipment, supplies and materials under its ownership removed from the building upon termination of this Agreement. At the end of Term, including the exercise of a Renewal or Termination, all capital improvements shall become the property of the City.

15. Lighthouse Festival Theatre as an Independent Contractor:

The parties hereto agree that the Lighthouse Festival Theatre is an independent contractor providing the aforesaid services to the City pursuant to this Agreement, and accordingly all rights and responsibility for the training, instruction, management and control of employees of Lighthouse Festival Theatre shall at all times remain with Lighthouse Festival Theatre. Lighthouse Festival Theatre shall be treated as independent of the City, and shall be responsible at all times, including following termination of this Agreement, for all costs associated with its employees, including wages and salaries, benefits, and unemployment compensation, any associated tax liabilities.

16. Assignment, Subleases:

The provisions of this Agreement shall not be assignable by either party (except as provided herein), and no rights hereunder shall enure to the benefit of any assignee or successor of Lighthouse Festival Theatre, without the City's consent; provided that Lighthouse Festival Theatre shall be permitted, without consent of the City, to sublease or licence all or part of the Premises during the Term and for less than the full Term to any third party for the purposes of that third party carrying out live performances and related activities within the Premises pursuant to the terms of this Agreement, provided Lighthouse Festival Theatre shall remain liable for all its obligations under this Agreement or the Lease during any and all such subleases or licences.

17. Amendments:

The parties agree that if an amendment to any clause of this Agreement is required and the parties are agreeable to it, the amendment shall be made by a written amending Agreement to be executed by all parties. The parties agree to negotiate reasonably and in good faith in the amendment of any clause.

18. Notice:

a. Method of Notice:

Any notice which may be or is required to be given under this Agreement shall be sufficiently given if mailed in Canada, registered and postage prepaid, delivered by prepaid courier or sent by facsimile or other electronic means as provided below:

THE CITY

The Corporation of the City of Port Colborne
66 Charlotte Street

Port Colborne, Ontario L3K 3C8
Attention: Manager of Parks and Recreation

LIGHTHOUSE FESTIVAL THEATRE

P.O. Box 1208
247 Main Street
Port Dover, Ontario N0A 1N0
Attention: Executive Director

b. Deemed Receipt:

Notice shall be deemed to have been received on the date of delivery if such date is a business day (a "business day" being a day that the City's municipal offices at 66 Charlotte Street, Port Colborne are open to the public for business) and delivery is made prior to 4:00 p.m. local time, and otherwise on the next day that is a business day.

c. Days Defined:

For the purposes of this Agreement, the term "days" shall not include Saturdays, Sundays, or paid holidays.

19. Schedule:

The following Schedules, attached hereto, forms part of and are incorporated into this Agreement:

Schedule "A" – Depiction of the Premises

Schedule "B" – Inventory of Equipment and Supplies

Schedule "C" – Assumed Contracts

20. Binding:

This Agreement shall enure and be binding upon the parties hereto, their respective successors and assigns. This Agreement, including the Schedules hereto, supersedes any and all other agreements, whether oral or in writing, between the parties hereto, and subject to any agreement relating to specified services entered into pursuant to this Agreement, contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

21. Severability:

If any term, covenant or condition of this Letter or the application thereof to any person or circumstances is to any extent rendered invalid, unenforceable or illegal, the remainder of this Letter or the applicable term, covenant and condition to persons or circumstances other than those with respect to which it is held invalid,

unenforceable or illegal is not affected thereby and continues to be applicable and enforceable.

22. Freedom of Information and Protection of Privacy:

The parties hereto acknowledge that the provisions of this Agreement and all matters relating thereto may be subject to the disclosure provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

23. Counterparts:

This Agreement may be executed in counterparts and by facsimile transmission, in .pdf format or by electronic transmission, and when each party has executed a counterpart either originally or by facsimile transmission, in .pdf format or by way of an electronically transmitted document and signature, each such counterpart shall be deemed to be an original, and all of such counterparts when taken together shall constitute one and the same document, and each such signature shall be deemed to be an original signature binding the parties to this Agreement.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by their respective authorized signing officers effective this ____ day of _____, 2020.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name: William C. Steele
Title: Mayor

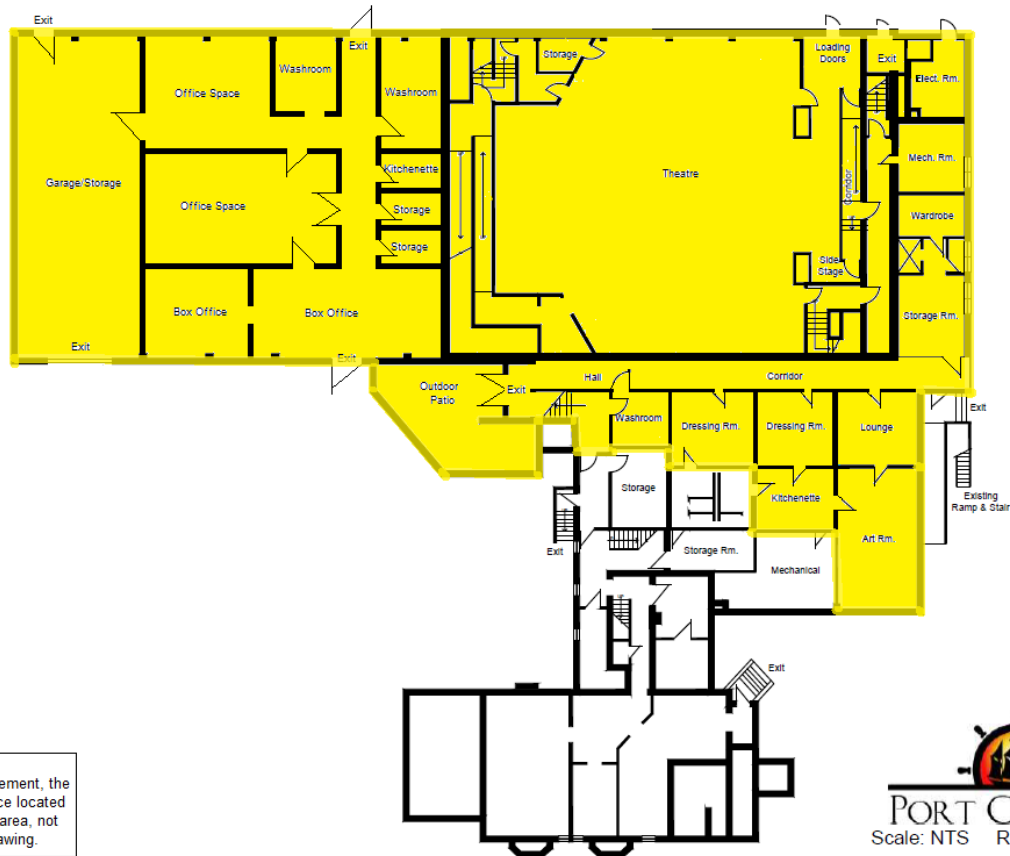
Per: _____
Name: Amber LaPointe
Title: City Clerk
I/We have authority to bind the Corporation

LIGHTHOUSE FESTIVAL THEATRE CORPORATION

Per: Nicole Campbell
Name: Nicole Campbell
Title: Executive Director

Per: Derek Ritschel
Name: Derek Ritschel
Title: Artistic Director
I/We have authority to bind the Corporation

Schedule "A"
Agreement Between The City of Port Colborne and Lighthouse Festival Theatre
Depiction of the Premises



Schedule "B"

Agreement Between The City of Port Colborne and Lighthouse Festival Theatre

Inventory of Equipment and Supplies

City Owned Equipment and Supplies:

Sufficient equipment is included with the Premises to enable a functioning theatre and related services for entertainment and the performing arts. The equipment varies in value, age and quality.

Sound Equipment:

Loudspeakers providing complete coverage of the seating area rigged and connected to amplifiers of appropriate power and load handling ability. A mixing console with input channels and appropriate equalization, and patching facilities. Microphone and speaker circuitry from the stage to booth, including:

1. Mackie Model-#SR24-4 \$200
2. Yamaha Graphic Equalizer Model #2031A \$20
3. Behringer Audio Interactive Dynamics Processor Model #MDX2100 \$20
4. DVD/CD PLAYER Panasonic Model #DVD-27 \$15
5. 2 x Crest Audio 450 watt/ 4 ohms per channel Model #Vs900 \$25
6. 4 x Yamaha Model #S112111EH Noise 100 watt Program 200 watt Maximum 400 watt 8 ohms \$150 per
7. 2 x Electro Voice Model #FM-12C 12" 8 ohms 200 watt \$15 per
8. 2 x Shure SM 58 \$80 per
9. Intercom Portable Main Station Model #PS 22 \$100
10. 1 x Remote Speaker Station Model # KB 111A] with Handset Model #HS 6 \$75
11. 1 x 24channel snake SR \$250

Lighting Equipment:

LEKOS:

1. 1 x FROG LX Console \$75
2. 22 x Lee Colortrans 1000watts \$25 per
3. 3 x Altman 750watts \$25 per
4. 3 x LE 750watts \$25 per

5. 6 x Generic 6inch w barn doors \$25 per

FRESNELS:

1. 8 x Colortrans 6inch w barn doors 750watts \$30 per
2. 10 x Colortrans 6inch w barn doors 1000watts \$30 per

BARRELS:

1. 10 x 40 degrees \$20 per
2. 10 x 30 degrees \$20 per
3. 2 x 20 degrees \$20 per

DMX:

1. 4 x 5 pin 25foot \$20 per

ACCESSORIES:

1. 8 x Gobo holders for Lee Instruments \$5 per

DIMMERS:

1. 6 x IPS Dimmer Strips 6 per@1.2K per dimmer \$700
2. 1 x IPS Dimmer Box \$600

Stage Equipment:

Soft goods include a main velour curtain, 2 black velour borders, 2 pair black legs. Rigging system as installed, with all line sets in safe working order.

1. Ladders : (2) small, (1) medium, (1) large
2. Genie lift

Theatre Seating:

The theatre comes equipped with seating to accommodate up to 267 patrons using floor seating, and up to 16 patrons using balcony seating.

Garage – Tools and Equipment:

1. VARIOUS RISERS, FLATS AND SET PIECES
2. BUILDING MATERIALS (plywood, 2 x 4s)

3. 20' x 20' PORTABLE STAGE, with legs, clamps, clips and safety rails (NOTE: the City will continue to be utilize the stage for the purpose of facilitating for City and third party events)
4. TOOLS: 1 chop saw, 1 table saw, various hand tools, various power tools
5. EXTENSION LADDER
6. PIPES (various sizes)
7. PAINT AND PAINTING SUPPLIES
8. STORAGE UNIT (currently housing paint and supplies)
9. MISCELLANEOUS HARDWARE

Additional Equipment (Contributed by Lighthouse Festival Theatre):

The Premises is furnished with the following equipment and supplies, as contributed by Lighthouse Festival Theatre:

Sound Equipment:

1. Behringer x - 32 Compact \$3200
2. 4 x Powered monitors – Yorkville YX10P \$500 per
3. 2 x powered Speakers – Yorkville YX15PC \$750 per
4. 4 x SM58 mics \$125 per
5. 5 x SM57 mics \$125 per
6. 3 x APEX326 with clips \$75 per
7. 1 x APEX 325 \$85
8. 4 x Line 6 XD-V35 (Wireless) \$195 per
9. 4 x Line 6 XD-V35 Receivers in booth \$ 35 per
10. 2 x JBL Lobby Speakers \$50 per
11. 1x PV4x10 Sub \$350
12. 6 x Tall mic stands w boom \$25 per
13. 3 x Straight Stands w round base and boom \$25 per
14. 2 x Mini Stands \$20 per
15. 2 x Speaker Stands \$75 per
16. 6 x Round Bases \$ 35 per
17. 2 x Gooseneck Attachments \$20 per
18. 4 x ART Passive DI \$40 per
19. 2 x ART Dual Passive DI \$70
20. 1 x Radial Stage Bug (Stereo - Laptop) \$75
21. 1 x Shure SCM268 Mic Mixer \$40
22. 1 x Listen: 72MHz Transmitter \$800
23. 6 x Listen: LR-300-072 Recievers \$150 per
24. 1 x Mac Mini w Qlab \$800
25. 1 x PRESONUS \$250
26. 1 x Midas DL 16x8 Stage Box \$1800

Communication Equipment:

1. Belt Packs (4) \$100 per
2. Headsets (6) \$50 per

Lighting Equipment:

1. STRAND (8) [6 x 9] \$35 per
2. STRAND (3) [6 x 12] \$35 per
3. COLORADO ZOOM LEDs (6) \$280 per
4. COLORTAN LEKOS(10) \$400 per
5. ETC Element Console \$4600

Masking:

1. BLACK LEGS (3)
2. BLACK BORDER (1)

Subject: Public Boat Ramp – Operation Plans 2021

To: Council

From: Corporate Services Department

Report Number: 2021-111

Meeting Date: April 12, 2021

Recommendation:

That Corporate Services Department Report 2021-111 be received; and

That the day pass fee at the Public Boat Ramp be set at \$14.00 when purchased through the HonkMobile App.

Purpose:

At the March 8, 2021 Council meeting, there were questions with respect to parking at the Public Boat Ramp (Appendix B). Staff identified some changes were being considered at that time. This report outlines planned parking operations at the Public Boat Ramp for 2021 (effective May 1 when the boat ramp opens) as follows:

- Seasonal and day passes can be purchased at Sugarloaf Marina. Seasonal passes are \$100 while day passes are \$15.00. These rates were approved on February 22, 2021 by Council through Sugarloaf Marina 2021 Rates Report, 2021-56.
- Activate the only functioning parking meter. The parking meter to be activated was purchased in 2019. Deactivate and remove the other older non-functioning parking meter. The functioning parking meter is planned for servicing on April 15. The fee for paying by way of the parking meter will be \$15.00.
- Introduce HonkMobile (Appendix A) to allow users of the Public Boat Ramp to pay via website or mobile application. The fee for paying by way of HonkMobile is recommended at \$14.00. Staff propose the price differential to incentivize the Public Boat Ramp users to try the new system. This cloud-based parking application is used for parking in other cities including some in the Niagara Region such as St. Catharines, Niagara Falls and Welland. Benefits of this application include:
 - Users do not need to touch public surfaces.

- No waiting at a parking machine as its easily accessed through their website, QR code (from signage that will be posted) or the HonkMobile App.
- Maintaining the system including data management can be done by staff anywhere.
- There is no physical technology to maintain that is subject to weather like the current parking meters.
- Signage will be updated to educate Public Boat Ramp users of where to park and how to pay along with related fees.
- By-law Enforcement Officers will continue to patrol the Public Boat Ramp parking lot and ticket vehicles without a parking pass. As a reminder, the fine for such an offense is \$40.00.

Staff welcome further ideas and/or direction from Council.

Background:

Port Colborne acquired Sugarloaf Marina and the Public Boat Ramp in 1989.

Various models have been used to operate the Public Boat Ramp from staffing with employees to the current pay and display model.

Activity at the Public Boat Ramp for the past several years is as follows:

	2017	2018	2019	2020
Seasonal Passes	231	280	296	300
Daily Ramp Passes	1,201	568	1,918	1,089*

*Staff acknowledge the pay and display model with the current parking meter technology struggled to meet customer and Sugarloaf Marina expectations in 2020. Sugarloaf Marina has two pay and display machines. One is three years old and the other is past its useful life. For anyone that tried to use them at the beginning of last season they will note neither was operational until June and for this reason the daily ramp usage statistics for 2020 are likely understated. A similar situation occurred in 2018 which lead to the purchase of a new machine in 2019. Sugarloaf Marina has the Precise Parklink parking meters serviced by Precise Parklink on an as needed basis. Precise Parklink identified they were short staffed in 2020 which lead to the delayed servicing.

Discussion:

This season, Sugarloaf Marina and By-Law staff are pro-actively working together to improve the customer experience at the Public Boat Ramp.

In planning the 2021 season staff considered:

- Replacing the non-functioning parking meter either by new purchase or lease.
- Decommissioning the non-functioning parking meter and maintaining the other working parking meter.
- Removing parking meters altogether and introducing only HonkMobile for users to pay via website/Mobile App.
- Outsourcing parking operations to Precise Parklink. Note Precise Parklink also does the Urgent Care and Northland Pointe facilities.

In assessing each of these scenarios, staff considered the user experience, cost and organizational control/impact.

In all scenarios, staff identified purchasing and/or leasing physical parking meters at the Public Boat Ramp as costly. Leasing scenarios range from \$4,700 to \$5,200 for a parking meter. Purchase new scenarios averaged in a similar range due to the identified need for a maintenance and warranty agreement on any parking meter.

This compares to the HonkMobile option with an annual cost of \$300 plus \$0.25 per transaction. In the event the City sold 2,000 day passes and all passes were sold on the HonkMobile platform that would represent \$500 for a total of \$800 (\$300 + \$500). In the first year it is estimated there will be some cost for new and related signage.

From a cost perspective, the HonkMobile platform is the most cost effective. From a user experience perspective, staff anticipate users that engage with the HonkMobile option will appreciate its relative simplicity and accessibility. However, staff do acknowledge the HonkMobile option will be new and some users may be slow to adopt this option. For this reason, and since there is a working parking meter at the Public Boat Ramp, staff will leave that machine and have it serviced (scheduled for service on April 15th). The cost of maintenance and the cellular access fee to communicate with the debit and credit card network from April 15th into November is approximately \$1,600.

In total, and assuming every daily pass went through the Honk Mobile app (noting there is no per transaction fee on the current parking machine), the total parking technology cost is estimated at approximately \$2,400.

In the above scenario, which is also the scenario being implemented, By-law will continue to do enforcement and collect any coin in the parking machine (coin in the parking machine has been identified as minimal).

Staff did review the possibility of outsourcing to Precise Parklink and noted the following:

- First and foremost, in 2020 the company failed to prioritize Sugarloaf Marina's servicing request.
- Outsourcing would mean the HonkMobile platform could not be introduced.
- Currently Precise Parklink has noted the cost would equal \$2,910 plus all enforcement revenue. This would include coin collection, cost of maintenance and the cellular access fee. Staff identify parking enforcement revenue related to the Public Boat Ramp is nominal at best.
- By-law would still be required in H.H. Knoll Park, at the main Sugarloaf Marina parking lot and at the Public Boat Ramp for anything other than parking enforcement, ie. Public Health Measures.
- Staff believe parking ticket concerns and complaints will still come back to the City even though they would be issued by a third party. The City would not be able to accommodate the complaint through its appeals process.

For the above reasons, and the fact staff question the level of service and attention being offered for the additional \$1,310 (\$2,910 - \$1,600), the outsourcing to Parklink is not something staff have actioned at this time.

Internal Consultations:

Sugarloaf Marina and By-Law staff have developed this Public Boat Ramp parking plan together.

Financial Implications:

As identified in the report the financial implications of the technology are approximately \$2,400 plus the cost of new and related signage.

Staff will track hours spent at the Public Boat Ramp in 2021 to support a more fulsome overall financial picture to support future planning.

Conclusion:

The implementation of this operating plan will focus on the customer experience by having multiple options to pay for their ramp pass. This will create a more efficient Public Boat Ramp with more satisfied customers, mitigating customer complaints.

Appendices:

- a. HonkMobile – HonkTAP promotion
- b. Boat Ramp Aerial Photo

Respectfully submitted,

Mark Minor
Sugarloaf Marina Supervisor
(905)835-2900 ext. 581
Mark.Minor@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.

HonkTAP

The industry's first
contactless parking
payment technology:
no app, no touch, just tap!

Patent-pending technology allows drivers to pay for parking with a simple tap of a phone. No downloading an app or account set up.



USPTO #62/813,955



Increased Compliance

Honk is the safest, easiest and quickest way for drivers to pay for parking - significantly reducing pain points to paying.



Cost Savings

No coins to collect, no paper to supply, no cellular communication charges and no power to supply!



Health & Safety

Help drivers avoid high-touch areas like pay stations and cash.



Loyalty & Marketing

Entice first-time parkers with discounted parking – create redemptions by dollar amount, percentage or time.

3 Simple Steps to Set Up

1

Collect parking lot details and rates

2

Determine quantity of stations & signs

3

Install & configure HonkTAP

Driver taps or scans phone near the HonkTAP smart station

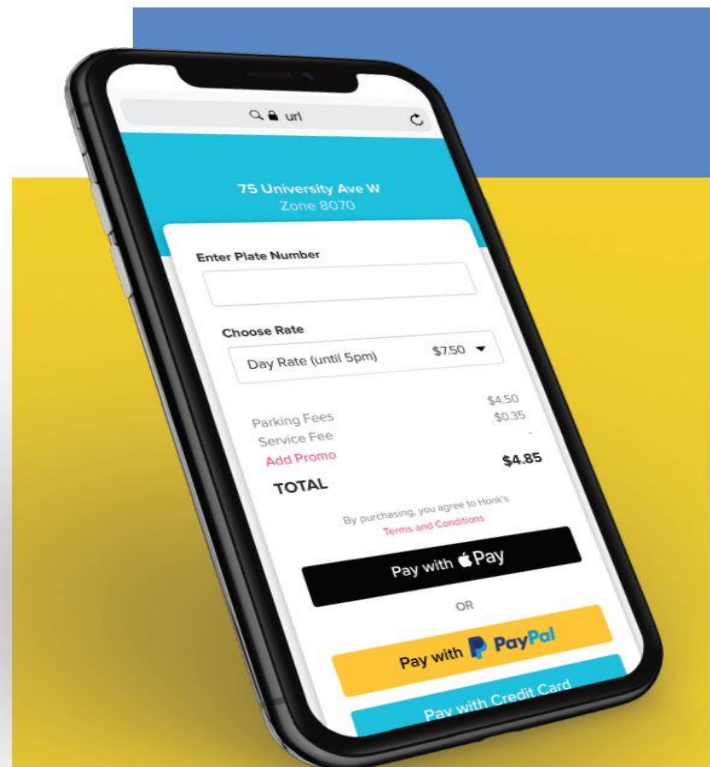


Driver enters license plate, selects parking duration & payment information on guest checkout screen



Checkout & Pay!

+ Emailed Receipts
+ Extend Session



William Rasi, General Manager, AllPro Parking

We were blown away by the revenue generated from HonkTAP. There was minimal effort and little capital invested on our end to get it up and running, and the numbers speak for themselves. We've seen particularly high adoption from visitors to Buffalo — they don't want to download a parking app for a weekend visit. This gives drivers the app experience — paying for parking from their mobile device — without the need to download, install, and register for an app.

CONTACT US

✉ sales@honkmobile.com

🌐 www.honkmobile.com

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Subject: Awarding Food Vendor Contracts for H.H. Knoll Lakeview Park – 2021 Season

To: Council

From: Chief Administrative Office

Report Number: 2021-112

Meeting Date: April 12, 2021

Recommendation:

That Chief Administrative Office Department Report 2021-112 be received; and

That the City of Port Colborne enter into agreements with Big Momma's Fresh Cut Fries and Heavenly Dreams Ice Cream at H.H. Knoll Lakeview Park for the 2021 season for the provision of food and beverage services.

Purpose:

The purpose of this report is to seek Council support to enter an agreement with Big Momma's Fresh Cut Fries and Heavenly Dreams Ice Cream to be food vendors at H.H. Knoll Lakeview Park for the 2021 season.

Background:

At the June 8, 2020 meeting, Council authorized the Director of Community and Economic Development to proceed with the removal of the Icebox facility at H.H. Knoll Lakeview Park. Staff used dollars allocated towards the project to demolish and remove the former Icebox Food Concession building, install electrical, water, wastewater service for three food truck stalls, and create a functional landscaped site with aesthetically pleasing features with minimal maintenance elements for the 2021 operating season, with future redevelopment considerations planned for 2022.

On July 3, 2020, a Request for Proposals ("RFP") for commercial activities for food vending closed. Two proposals were received. Big Momma's Fresh Cut Fries and Heavenly Dreams Ice Cream were identified by staff as the two operations that could align with strategic initiatives of the Parks and Recreation Master Plan.

Discussion:

Big Momma's Fresh Cut Fries has proposed the operation of a semi-permanent food and beverage service at H.H. Knoll Lakeview Park throughout the City's annual operating season. Under the agreement, the food vendor would assume full responsibility of all aspects of the operation including utilities, staffing, advertising, customer service, administration, waste collection/disposal, and finances. The daily operation of Big Momma's Fresh Cut Fries will be from a semi-permanent structure to be erected for the duration of the agreement. The food vendor will be expected to ensure that the food truck is operated in accordance with Niagara Region's food and health regulations, as well as any required certifications. Staff are recommending signing a one-year lease term with Big Momma's Fresh Cut Fries with an option for additional years thereafter. The vendor is also aware that during City sanctioned events their operations will not be the sole proprietor at H.H. Knoll Lakeview Park and has been notified that other vendors may periodically use open food truck spaces on site.

Big Momma's Fresh Cut Fries has 30 years of experience in the food and beverage industry and was previously located at 27 Main Street East in Port Colborne. The vendor also has three years of experience in the food truck market.

Heavenly Dreams Ice Cream has proposed the operation of a mobile ice cream service at H.H. Knoll Lakeview Park. Under the agreement, the food vendor would visit H.H. Knoll Lakeview Park on agreed upon dates to provide food services to the community. Heavenly Dreams Ice Cream will be expected to ensure that their food truck is operated in accordance with Niagara Region's food and health regulations, as well as any required certifications. Staff are recommending signing a daily vending agreement with Heavenly Dreams Ice Cream for proposed days of operation.

Internal Consultations:

This proposal has been reviewed by Corporate Services, Economic Development and Tourism Services.

Financial Implications:

This is a new venture for the City. The City will collect rental and utility fees from both food vendors. In 2021, staff will be monitoring the impact on garbage collection, contract management, repairs and maintenance and are currently in the process of identifying capital improvements to improve the park experience.

Conclusion:

Food vendors provide a service that will support the increase in residents and visitors staff anticipate in the future given the attraction of the City's waterfront and continued redevelopment of H.H. Knoll Lakeview Park. These vendors are also in an ideal location to support activity at Sugarloaf Marina, support events in H.H. Knoll Lakeview Park, and are within close proximity to the City's downtown business district, West Street promenade, and a new welcoming area for cruise ships and passengers. Staff recommend that the City enter into agreements with Big Momma's Fresh Cut Fries and Heavenly Dreams Ice Cream for the provision of food services for the 2021 season.

Respectfully submitted,

Gary Long
Manager of Strategic Initiatives
905-835-2900 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: Fence Variance Request 5521 Firelane 22

To: Council

From: Community Safety & Enforcement Department

Report Number: 2021-102

Meeting Date: April 12, 2021

Recommendation:

That Community Safety & Enforcement Department Report 2021-102 be received;

That the fence variance application for 5521 Firelane 22 as set out in Appendix A of Community Safety & Enforcement Department Report 2021-102 be approved to allow 2 m high cedar trees to be planted in the front yard and to waive the 4.5 m setback requirement from the driveway; and

That the Tree Planting By-law setback of 4.5 m be waived for coniferous trees.

Purpose:

This report is presented to Council to deliberate the fence variance request of Andrew Holland of 5521 Firelane 22.

The owner of the property is requesting relief from the Fence By-law to create some privacy by planting several cedar trees along the front (north side) of his property, adjacent to the laneway.

Discussion:

Nine cottages face onto Firelane 22 which has a 20 m road allowance. There is a reduced travelled portion of the road allowance of 6 m. The Firelane has numerous maple trees, grass and other vegetation growing on the untravelled portion of the road allowance (see Appendix B).

The southerly property line limit of the travelled portion of the road is approximately 6 m (20 ft) from the property line of 5521 Firelane 22.

The request to plant 1.8 m cedar trees along the front of 5521 Firelane 22, would require a variance from the Fence By-law, as all front yard fence/hedge heights must comply with section 3.3.1 of the Fence By-law 5510/107/10.

“3.3 Fence Heights in Residential Zones

3.3.1 No person shall construct or permit to be constructed or maintained within 4.5 metres of the street line in front yard: or within the required front yard if it is less than 4.5 metres.

(i) a fence of closed construction of a height greater than 1.0 metre above effective ground level; or

(ii) a fence of open construction of a height greater than 1.25 metres above effective ground level.

Where a building or a part of a building is closer to the front lot line than 4.5 metres, this distance shall be known as the Required front yard.”

The Tree Bylaw 6175/01/15

Section 5

" The planting of the following Tree species on private property shall be a minimum of 4.5 metres from any property line adjacent to City Property

- a) Manitoba Maple
- b) Silver Maple
- c) All Poplar Species
- d) All Willow Species
- e) All Ash Species
- f) All Coniferous Species"

The planting of cedar trees would not impede the visibility in this area and therefore the front yard requirements could be waived without causing issues. Further, the Tree Planting By-law requires a 4.5 m set back of coniferous trees to help with visibility and root structures for sidewalks and roads. As this area is a stoned laneway with no sidewalk or infrastructure, this requirement may also be waived. However, the trees must be wholly planted on the resident's property with a set back to account for future growth.

Internal Consultations:

The Fire Department and the Public Works Department have no objections to the request. However, these departments request that the trees be fully placed on private property at a distance which accounts for future growth.

Conclusion:

Staff recommend that the fence variance request for 5521 Firelane 22 be approved as presented to allow 2 m high cedar trees to be planted in the front yard as well as the 4.5 m setback from the driveway requirement be waived. Staff also recommend that the Tree Planting By-law setback of 4.5 m be waived for coniferous trees.

Appendices:

- a. Application Form for Relief of Fence By-law 5521 Firelane 22
- b. Aerial and Street view of 5521 Firelane 22

Respectfully submitted,

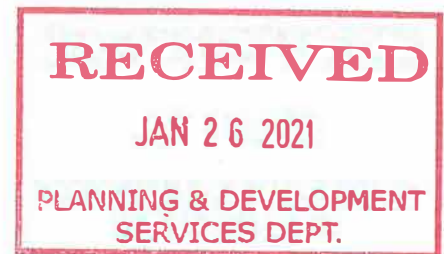
Sherry Hanson, C.P.S.O.
Manager of By-law Services
905-835-2900 ext. 210
Sherry.Hanson@portcolborne.ca

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 2021-102 Appendix A



Application Form

Request for Relief from Fence By-law

Applicant

- 1) Name: ANDREW & DARLENE HOWARD
2) Address: 5521 FIRELANE 22, PORT COLBORNE, ON
3) Phone #: _____ MAIL ADDRESS: _____
4) Email: _____

Area in question

Site Plan Attached ☒

Address: 5521 FIRELANE 22, PORT COLB. ON.

Location: (check all that apply)

- ☒ Front Yard ☐ Required Front Yard
☐ Side Yard ☐ Rear Yard
☐ Exterior Side Yard ☐ Corner Lot

Fence Construction: ☐ Open ☐ Closed HEDGE (CEDAR)

Existing Fence Height: NA m Proposed Fence Height: 2 m

Is the Fence adjacent to a driveway	<u>NO</u>	Is there an easement/swale on the property	<u>NO</u>
Is there an existing Site Plan Agreement	<u>NO</u>	Is there a Pool on the property	<u>NO</u>

Comments: PLEASE SEE ATTACHED SITE PLAN
& BRIEF DESCRIPTION (APPENDIX A+B)
PHOTO C

Applicant Signature _____ Date: _____

Office Use Only:

Variance Fee	<u>\$450.00</u> <u>\$468.00</u>	Zoning	
Paid by:		Date	



Street view of Firelane 22 off of Pleasant Beach Road



Aerial view of Firelane 22

Subject: Parking and Traffic Fares Street

To: Council

From: Community Safety & Enforcement Department

Report Number: 2021-105

Meeting Date: April 12, 2021

Recommendation:

That Community Safety & Enforcement Department Report 2021-105 be received; and

That the following amendments to By-law 89-2000, being a By-law regulating traffic and parking on City roads, be approved:

That Schedule “B” Standing Prohibitions to By-law 89-2000 as amended, be further amended by deleting therefrom the following:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>		<u>Column 4</u>
Highway	Side	From	To	Times/Days
Fares St	East	74 m north of Bell St	70 m north therefrom	8.a.m.- 6.p.m. Mon - Fri

That Schedule “B” Standing Prohibitions to By-law 89-2000 as amended, be further amended by adding thereto the following:

Column 1	Column 2	Column 3		Column 4
Highway	Side	From	To	Times/Days
Fares St	East	44 m north of Bell St	144 m north of Bell St	8.a.m.- 6.p.m. Mon - Fri

Purpose:

A request from the District School Board of Niagara was received by the City of Port Colborne with respect to expanding the School Bus Loading Zone at DeWitt Carter Public School.

Background:

In 2002, the school bus loading zone was expanded 22 m with the closing of Caroline M. Thompson and Humberstone schools.

DeWitt Carter Public School has advised that there has been an increase in the bus service and two buses are waiting on the road in the travelled portion of the roadway. They have a total of eight buses, six large and two small.

In 2007 the CAO's report authorized the lease of the fire hall, with the condition that there still may be a need for an Eastside Fire Hall, if services were disrupted by the Seaway and the crossing of the canal. Parking and Traffic By-law 89-2000, Section 205.02.01 requires a minimum of 8 m from the property limit of a fire hall to be a no parking zone. Therefore, the availability of space for additional bus parking is 17 m.

In 2010, the school bus loading zone was expanded 30 m to accommodate more buses in the area.

In 2015 the school bus loading zone was retracted 30 m and a 15-minute parking limit was added to the area to accommodate more parents picking up their children.

Discussion:

During discussions with Principal Acaster of DeWitt Carter Public School, he informed City staff of the need for more space for the buses to park. Currently, one school bus waits in the road allowance for an available space in the current school bus loading zone.

With the easing of restrictions to the current COVID-19 regulations, Principal Acaster believes more students will be returning to school from on-line learning. There are approximately thirty students still doing on-line learning and when they return that could cause another school bus to enter this queue.

The average school bus measures between 6 to 13.7 m in length. By expanding the school bus loading zone by 30 m that would allow for at least two school buses to be off of the road allowance and in the queue for pick-up.

In 2020, Report 2020-128 was brought forward to Council by the Engineering and Operations Department proposing changes at the intersection of Fares Street and Bell Street. The proposed changes did not affect the parking on Fares Street at the time of the report, and with the proposed amendment, would still leave 44 m of clearance traveling southbound on Fares Street towards Bell Street.

Financial Implications:

There are no financial implications.

Conclusion:

Staff recommend that the amendment to By-law 89-2000 be approved. Allowing an additional 30 m of parking in the school bus loading zone would alleviate traffic congestion in the area and provide safe transportation of students.

Respectfully submitted,

Travis Morden
Senior Municipal Law Enforcement Officer
(905) 835-2900 x209
travis.morden@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: Equipment Purchase Opportunity

To: Council

From: Public Works Department

Report Number: 2021-113

Meeting Date: April 12, 2021

Recommendation:

That Public Works Department Report 2021-113 be received; and

That the Director of Public Works be directed to purchase the equipment as outlined within Public Works Department report 2021-113.

Purpose:

The purpose of this report is to seek approval from Council to purchase a piece of equipment that is currently being rented on an annual basis through the City's operating budget.

Background:

In 2019 the City entered into a rental agreement with Jade Equipment Company Ltd. for the supply of a multi-use utility tractor. The rental of this piece of equipment was initially funded through the equipment reserve and as of 2021 is now funded through an account dedicated to equipment rentals in the operating budget.

This equipment is currently used to plow and sand sidewalks fronting municipal properties during the winter. Staff have also used this equipment to cut grass and sweep hard surfaces in various locations on an as needed basis during the summer.

The rental contract for this equipment expires in April 2021 which allows staff to either purchase the equipment or start another rental period following the City's procurement guidelines.

Discussion:

Staff will be reviewing all pieces of equipment currently on rental contracts to determine if continuing to rent/lease is the best method of retaining equipment or if purchasing a unit will result in greater efficiencies and/or cost savings to the City. Staff have expedited the review of this piece of equipment due to the rental contract expiring in April 2021.

The original price of the equipment at the time of entering the contract was \$156,600. As of March 31st, the City will have paid \$99,000 towards rent for the unit, of which \$89,100 can be applied to the purchase price. This leaves an outstanding amount of \$67,500 at the end of the contract that the City would need to pay in order to own the asset. Owning the asset will save the annual rental fees and hold a value at the end of its life. Although there are great benefits to owning an asset, there are expenses that come with it such as typical repairs, and maintenance which the City would be responsible for.

The City's fleet staff have reviewed the equipment and concluded that based on the unit's proposed use, the City can expect this unit to be in service for another 8.5 years above the 1.5 years it has already been in service. The chart below provides an overview of the costs to rent or purchase this equipment over the next 8.5 years.

	Annual Rental	6 Month Rental for Winter Control	Purchase Unit at End of Rental Period
Annual Cost	\$72,000	\$36,000	-
One Time Cost	-	-	\$68,200
Annual Maintenance	-	-	\$1,000 x 8.5 years = \$8,500
Asset Value at End of Life	-	-	(\$30,000)
Cost over 8.5 Years	\$612,000	\$306,000	\$46,700

In order to make an informed recommendation to Council, staff have sourced the same piece of equipment with the same attachments from an out of province dealer and the cost to purchase this used unit is \$117,000. This is substantially higher than the purchase price available to the City through the current rental contract.

Internal Consultations:

Supervisory staff have discussed the purchase of this equipment and determined its strengths, weaknesses, and future potential. This equipment has supplemented the City's winter control program as expected and staff are satisfied with its performance during the winter period. Grass cutting efforts were halted due to the equipment's weight and overall mobility on uneven terrain causing the work to take longer than a typical

zero turn mower. The decision to stop using this equipment for grass cutting purposes has already been made and moving forward on a year round basis staff have plans to utilize the equipment for alternative work including the completion of the City's annual shouldering operations, general material loading and moving, and general sweeping of sidewalks, parking lots, and trail systems. Staff will also be investigating its use for sidewalk repairs as grinding attachments are available for the unit and would allow operational staff to complete repairs in a timelier manner.

Financial Implications:

The overall price to purchase this piece of equipment is \$68,200 inclusive of tax. Staff are proposing to fund the purchase of this unit through the remaining rental budget for this piece of equipment and fund the remainder from the equipment reserve.

Recommendations for the ongoing annual cost savings will be addressed when staff report back to Council with a fleet capital replacement plan once a Fleet Supervisor is hired and in place, in late 2021.

Funding Source	Amount
Remaining Rental Budget	\$40,000
Equipment Capital Budget (21C-PW-B18)	\$28,200
Total	\$68,200

Conclusion:

From time to time opportunities for cost saving measures present themselves and the opportunity to purchase this piece of equipment is a prime example. By purchasing this equipment, staff will be able to provide, at a minimum, the same level of service at a reduced cost to the rate payer. The City will gain an asset and be able to explore new and innovative uses for this equipment to create greater efficiencies in our current operations.

Respectfully submitted,

Steve Shypowskyj
Manager of Road & Park Operations
905-835-2900 x220
steve.shypowskyj@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.



4800 SOUTH SERVICE RD
BEAMSVILLE, ON L0R 1B1

905-563-8205

March 18, 2021

SENT VIA EMAIL:
premier@ontario.ca

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

RE: REQUEST FOR SUPPORT – MCNALLY HOUSE HOSPICE AND END OF LIFE CARE

Please be advised that Council of the Corporation of the Town of Lincoln at its Special Council Meeting held on March 8, 2021, endorsed and passed the following motion in support of the McNally House Hospice's Life in Every Moment Campaign.

Moved by: Councillor Tony Brunet; Seconded by: Councillor Lynn Timmers

That the Council of the Town of Lincoln request the Provincial government, Regional government, all Niagara MP's and MPP's as well as municipalities to recognize and support the overall health of the Niagara community and end of life care required to alleviate the burden on hospitals; and

That the Council of the Town of Lincoln direct staff to report back on a financial contribution towards McNally House Hospice Expansion, commencing in 2022 to be funded over a five-year term.

CARRIED

Regards,

Julie Kikelos
Town Clerk
jkikelos@lincoln.ca

cc: Dean Allison, MP
Chris Bittle, MP

Tony Baldinelli, MP
Vance Badawey, MP
Sam Oosterhoff, MPP
Jennifer Stevens, MPP
Wayne Gates, MPP
Jeff Burch, MPP
Local Area Municipalities



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

SENT VIA EMAIL

March 25, 2021

The Right Honourable Justin Trudeau, MP
Prime Minister of Canada
Langevin Block
Ottawa, Ontario K1A 0A2

Prime Minister:

RE: Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms)

At its Regular Meeting held on March 8, 2021 Council of the Town of Kingsville passed the following Resolution:

“205-2021

Moved By Councillor Thomas Neufeld, **Seconded By** Councillor Larry Patterson

A Resolution concerning Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms), specifically Amendment 26, Section (58.01 (1-8), Conditions-by-law.

WHEREAS municipalities have never been responsible for gun control laws in Canada;

AND WHEREAS law abiding Kingsville residents who own legal handguns have already been thoroughly vetted through the CFSC, PAL and ATT applications;

AND WHEREAS illegal gun owners and smugglers do not respect postal codes;

AND WHEREAS if one municipality enacts a ban and not a neighbouring municipality, this will create a patchwork of by-laws;

AND WHEREAS a municipal ban would be difficult to enforce and easy to get around.

NOW THEREFORE BE IT RESOLVED that The Corporation of the Town of Kingsville is OPPOSED to the adoption of any by-laws restricting the possession, storage and transportation of legally obtained handguns;

AND BE IT FURTHER RESOLVED that this resolution be forwarded to the following public officials: MP Chris Lewis-Essex, MPP Taras Natyshak-Essex, Premier of Ontario The Honourable Doug Ford, Leader of the Official Opposition Andrea Horwath, Prime Minister of Canada The Honourable Justin Trudeau, and Leader of Official Opposition The Honourable Erin O'Toole.”

..2/

If you require any further information, please contact the undersigned.

Yours very truly,



Sandra Kitchen
Deputy Clerk-Council Services
Legislative Services Department
skitchen@kingsville.ca

cc: Hon. Doug Ford, Premier
cc: Hon. Andrea Horwath, Official Leader of the Opposition
cc: Hon. Erin O'Toole, Official Leader of the Opposition
cc: MP Chris Lewis- Essex
cc: MPP Taras Natyshak-Essex
cc: Hon. Bill Blair, Minister of Public Safety and Emergency Preparedness
cc: MP Shannon Stubbs
cc: Mayor Aldo DiCarlo, Town of Amherstburg
cc: Mayor Larry Snively, Town of Essex
cc: Mayor Tom Bain, Town of Lakeshore
cc: Mayor Marc Bondy, Town of LaSalle
cc: Mayor Hilda MacDonald, Municipality of Leamington
cc: Mayor Gary McNamara, Town of Tecumseh
cc: all Municipalities in Ontario

premier@ontario.ca
horwatha-qp@ndp.on.ca
erin.otoole@parl.gc.ca



CHRISTINE TARLING

Director of Legislated Services & City Clerk

Corporate Services Department

Kitchener City Hall, 2nd Floor

200 King Street West, P.O. Box 1118

Kitchener, ON N2G 4G7

Phone: 519.741.2200 x 7809 Fax: 519.741.2705

christine.tarling@kitchener.ca

TTY: 519-741-2385

March 31, 2021

Honourable Steve Clark
Minister of Municipal Affairs and Housing
17th Floor, 777 Bay Street
Toronto ON M5G 2E5

Dear Mr. Clark:

This is to advise that City Council, at a meeting held on March 22, 2021, passed the following resolution regarding Planning Act Timelines:

“WHEREAS the City of Kitchener, like many Ontario municipalities, is experiencing significant growth; and,

WHEREAS the City of Kitchener has conducted extensive work through its Development Services Review to remove red tape and improve public engagement; and,

WHEREAS the Province of Ontario's Planning Act provides a legislative framework for processing development applications including established timeframes which permit applicants to appeal to the Local Planning Appeal Tribunal if a Council fails to make a decision within a prescribed timeline; and,

WHEREAS the passing of Bill 108 in 2019 reduced the timelines for processing development applications before they can be appealed to the Local Planning Appeals Tribunal (LPAT) for a non-decision from those outlined in Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017 as follows:

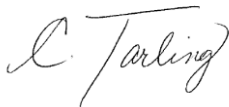
- from seven months (210 days) to four months (120 days) for Official Plan amendments;
- from five months (150 days) to three months (90 days) for Zoning By-law amendments; and
- from six months (180 days) to four months (120 days) for Plans of Subdivision; and

WHEREAS the shortened timeframes create unreasonable pressures on municipalities, even outside the context of navigating city business in a global pandemic, and result in reduced opportunities for meaningful public engagement and limited time for the public to provide written submissions on a development application;

THEREFORE BE IT RESOLVED that Kitchener City Council urge the Province of Ontario to review and reconsider the current timelines established for review of Planning Act applications before an appeal is permitted to the Local Planning Appeals Tribunal and to return to the timelines that were in effect under Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017;

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Ontario Minister of Municipal Affairs and Housing, to the local MP's and MPP's, to the Federation of Canadian Municipalities, to the Association of Municipalities Ontario, and all other municipalities in Ontario."

Yours truly,



C. Tarling
Director of Legislated Services
& City Clerk

c: Honourable Tim Louis, M.P.
Honourable Raj Saini, M.P.
Honourable Marwan Tabbara, M. P.
Honourable Bardish Chagger, M.P.
Honourable Bryan May, M.P.
Honourable Amy Fee, M.P.P.
Honourable Catherine Fife, M.P.P.
Honourable Belinda Karahalios, M.P.P.
Honourable Mike Harris, M.P.P.
Honourable Laura Mae Lindo, M.P.P.
Bill Karsten, President, Federation of Canadian Municipalities
Monika Turner, Association of Municipalities of Ontario
Rosa Bustamante, Director, Planning, City of Kitchener
Ontario Municipalities



The Corporation of
The Township of Brock
1 Cameron St. E., P.O. Box 10
Cannington, ON L0E 1E0
705-432-2355

March 2, 2021

The Honourable Patty Hajdu
Minister of Health Canada
Via email: Patty.Hajdu@parl.gc.ca

Health Canada
Ottawa, Ontario
via email: hcinfo.infosc@canada.ca

Dear Honourable Madam:

Re: Cannabis Licencing and Enforcement

Please be advised that the Council of the Township of Brock, at their meeting held on February 22, 2021 adopted the following resolution:

Resolution Number 22-2

MOVED by **Michael Jubb** and SECONDED by **Cria Pettingill**

WHEREAS the Government of Canada introduced Bill C-45 (the Cannabis Act) to create the foundation for a comprehensive national framework to provide restricted access to regulated cannabis, and to control its production, distribution, sale, importation, exportation, and possession;

WHEREAS the police have not been given lawful authority to lay charges under the Cannabis Act to appropriately respond to violations of Health Canada Registrations and Licenses;

WHEREAS there is no direct communication or dedicated effort to provide a communication channel between Municipal government staff or Police Agencies for dealing with Health Canada Registrations and Licenses;

WHEREAS the Township of Brock has not been consulted by Health Canada prior to the issuance of licenses for properties not in compliance with municipal zoning by-laws;the future;

BE IT RESOLVED THAT the Township of Brock requests that Health Canada:

1. Require Federal Licenses and Registrations for Designated Growers to conform with local zoning and control by-laws;
2. Ensure local authorities are provided with notification of any licence issuance, amendment, suspension, reinstatement or revocation within their region;

3. Provide dedicated communication with local governments and Police services;
4. Provide lawful authority to Police agencies to lay charges when registered or licences operations grow in excess of their registration or licence through Health Canada; and,
5. Provide enforcement support and guidance to local municipalities for dealing with land use complaints relating to Cannabis.

AND FURTHER BE IT RESOLVED THAT the Township of Brock will forward this motion by email to the following partners: All municipalities in Ontario; the MP and MPP of Haliburton–Kawartha Lakes–Brock; the Minister of Agriculture, Food and Rural Affairs; the Minister of Agriculture and Agri-Food; and the Durham Region Police Services with the request that the Federal government enact legislation to better support local governments with land use management and enforcement issues as they relate to Cannabis Production and Processing.

MOTION CARRIED

Thank you for your consideration. Should you have any questions please do not hesitate to contact the undersigned.

Yours truly,

THE TOWNSHIP OF BROCK



Becky Jamieson
Municipal Clerk

BJ:dh

cc. The Honourable Christine Elliott, Minister of Health, Ontario –
christine.elliott@ontario.ca
The Honourable Laurie Scott, MPP, Haliburton-Kawartha Lakes-Brock -
laurie.scottco@pc.ola.org
Jamie Schmale, MP, Haliburton-Kawartha Lakes-Brock - Jamie.schmale@parl.gc.ca
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs –
minister.omafra@ontario.ca
The Honourable Marie-Claude Bibeau, Minister of Agriculture and Agri-Food - Marie-
Claude.Bibeau@parl.gc.ca
Inspector Ryan Connolly, DRPS - northdivision@drps.ca
Ontario municipalities

From: Debbie France
To: [City Clerk](#); [Mayor](#)
Subject: Time Sensitive.... Health Canada Cannabis Consultation Open for Comment until May 7/21
Date: March 28, 2021 7:12:58 PM

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

Time Sensitive....Health Canada Cannabis Consultation Open for comment until May 7/21

Attention : Clerks, Kindly share with your Mayor, Councillors and staff and place on your agenda for review and action by all.

Hello Municipalities,

Great news! Health Canada has invited Canadians and Municipalities to share their perspectives on the factors that may be considered for refusal or revocation of a cannabis registration on public health and public safety grounds. Get your municipal comments in before closing on May 7 2021.

Why participate? Health Canada has seen a concerning trend with the size of certain personal and designated cannabis growing sites and issues associated with them.

Over the last year, OPP, York Regional Police and other police forces across Ontario have reported on the abundance of illicit grow ops run by criminal organizations who are exploiting Health Canada's cannabis rules and regulations. The threat to the personal health and safety of residents across Ontario is significant and should not be underestimated.

Here is a link for a great OPP video that explains the significant risks :

[OPP PROVINCIAL ENFORCEMENT TEAM TACKLES ILLEGAL CANNABIS MARKET - YouTube](#)

Here are two links for further evidence of the significant risks to public health and safety :

[York police seize roughly \\$150M worth of illegal pot, firearms and exotic animals in drug bust | CTV News](#)

[OPP say police have dismantled 52 illegal cannabis production sites since July - Kingston | Globalnews.ca](#)

Having completed previous Federal Cannabis consultations, I suggest you choose the email response so that you can express your concerns. The online form really does not allow you to comment to the issues you are each facing. We all have cannabis problems but different problems.

The link for Health Canada consultation is here:

[Consultation on guidance on personal production of cannabis for medical purposes - Canada.ca](#)

Please also let your residents know about this opportunity.

Thanks kindly,
Debbie France
751 Concession 14 Townsend,
Simcoe, Ontario, N3Y 4K3
[REDACTED]
A resident of Norfolk County

Sent from my iPad



A meeting of the Board of Management of the Port Colborne Historical and Marine Museum was held January 19, 2021 at 7 p.m. at the Port Colborne Historical and Marine Museum.

Present via Microsoft Teams: Stephanie Powell Baswick, Abbey Stansfield, Brian Heaslip, Terry Huffman, Jeff Piniak, Donna Abbott, John Maloney, Marcia Turner, Claudia Brema, Cheryl MacMillan, Bina Patel. Councillor Eric Beauregard, Pam Koudjis, Scott Luey and Bryan Boyles

Regrets: Margaret Tanaszi, Bonnie Johnston

In accordance with the Museum Board's Procedural Policy, Brian Heaslip led the nominations and elections for the Executive. Positions were voted on orally. The outcome of the election is as follows:

Executive

Chair – Brian Heaslip

Vice Chair – Terry Huffman

Finance Chair – Marcia Turner

Secretary – Bina Patel

Moved by: Brian Heaslip

Seconded by: Marcia Turner

To: Approve the new executive and to keep 2020 committees in place.

Motion carried.

Minutes of the Last Meeting:

Moved by: Claudia Brema

Seconded by: Brian Heaslip

To: Approve the minutes of the Board of Management from November 17, 2020.

Motion carried.

Business Arising From Minutes:

Currently no movement has been made with the 1927, Pretti sign. Pretti was a Port Colborne tailor and his business was located on Main Street and West Street at different times.



Algoma are will deliver the anchor and propeller but anything else like pads on site would be the museum's responsibility cost wise. Algoma has been on the site and taken a look at where the items could go on the property. They are willing to hold the item until the spring. The projected move date is May 1, 2021.

Moved by: Brian Heaslip

Seconded by: Marcia Turner

To: Accept the Algoma offer of the anchor and propeller on behalf of the city of Port Colborne with location to be determined.

Motion was carried.

Building and Property committee will hold a committee meeting to discuss logistics.

Correspondence:

Stephanie Powell Baswick reported that historical and museum magazines and newsletters available to be borrowed if anyone wants to read them.

Friends of Roselawn have reached out to the museum to work together to help develop Roselawn's visual and heritage arts.

Curator Report:

Stephanie Powell Baswick gave a museum staffing report in relation to the Province wide lockdown.

Director/ Curator and Assistant Curator are working from home but someone is always on the property to ensure buildings are looked after. The Education Programmer is on site Monday to Friday full time until March and working on how to get volunteers back on site. The Archivist is now full time Monday to Thursday with 5 hours coverage from Archivist Assistant on Friday afternoons. The Weekend Receptionist not laid off but is staying at home until restrictions are lifted. Administrative Assistant is in two days a month to maintain museum financial items. The Registrar is working two days a week to maintain the artifacts that have been accepted. The Custodian is coming in on reduced hours to paint and maintain cleaning standards.

Stephanie spoke about the five summer student grants that the Museum has put in applications for. The applications put in for Young Canada Works, Canada Summer Jobs and Summer Job Experience. The museum could also have two students for the tea room but only if it opens.

Staff is working on the 2020 Annual report and Stephanie is aiming for the report to be done by February. In accordance to City directive we are working on new way of presenting information for accessibility and ease of reading.

Stephanie reported that the website has been launched and requested that the board take a minute to go and explore it. Items that are currently in the work to enhance what we already have include blogs and the online Welland Canal exhibit.



Auxiliary Report:

Stephanie Powell Baswick reported that there is a project proposal for the Port Colborne Tapestry project for the 150th village anniversary. The project would have community members embroidering scenes of historic Port Colborne from kits that the Museum would provide. Then they would return the finished panel and they will all be joined. Looking for funding to buy hoops, tread and needles.

Cheryl MacMillan reported that there has been a lot of difficulty staying in touch with Auxiliary members due to COVID restrictions. It was suggested that a blog or other method be created so that the 37 Auxiliary members can stay in touch while they are not able to meet in person. Stephanie, Cheryl and Amanda Emery will meet to discuss the best way to do so.

Programme Committee Report:

The Museum sold out of the make your own wreath kits and the cookbook and tea cup kits. The Wreath kits were accompanied by a Facebook video on how to put the materials in your kit together.

The Education Programmer is currently working with the Communications department on editing videos on the exhibit for release on Facebook. Marcia Turner suggested that a remote program at Northland Pointe and Portal Village would be welcomed due to the COVID restrictions that have been put in place have limited the activities they can enjoy.

Abbey Stansfield reported that DeWitt Carter School has reached out for a Virtual Field Trip lesson over Microsoft teams. The Museum is offering virtual programs to schools using the History Detective program to connect and engage with the students that currently cannot come in due to COVID.

Fundraising Committee Report:

Artist Doug Todd generously donated 2 paintings and auctioned off \$600 and he will be donating more paintings for fundraiser. Stephanie is currently working with another artist who is also willing to donate work. Currently we are just working on best practice for auctioning these works.

Stephanie reported that all recipe books and extra tea cups sold plus donations earned \$890 for the tearoom.

The Museum sold all of the Christmas wreath kits and raised \$1040. 127 people participated in the purchasing and pick up of the Christmas kits.

Building and Property Committee Report:

Stephanie reported that the roof work is waiting on a third quote from someone who does cedar shingles and will advise the board once it comes in.



Brian Heaslip reported on a project that he is developing for Remembrance Day. The cut outs are designed to look like a rifle from First and Second World War and helmet into the ground. This project is going to be done in conjunction with a project that was developed by the Niagara Falls Museum knitted Poppy project. Niagara Falls Museum has donated 2025 knitted poppies to us made by their community for the project which will be displayed at the museum for the next four years. Volunteers ready to work when needed to help create this outside exhibit.

Finance Report:

New accounting codes in process and closing all books by February for 2020. This will allow the statement for 2020 to be distributed much quicker.

Stephanie reported that there are a few last deposits to be made and then she will have the corporate donor drive final total in February.

Membership Committee Report:

The committee will meet to discuss what they want to do for February.

Accession Committee Report:

Terry Huffman reported that he will set up meeting with staff and the committee. At the meeting the committee will discuss the idea of not accepting items at this time because for safety of committee due to COVID.

Stephanie will check if tailor sign still available for sale. While no new price has been presented a donor has made a donation with the suggestion that they be used to establish an acquisition fund. The proposal would be to have the \$1000 set aside for the purchase of artifacts as they come up. John Maloney suggested that should this fund go forward we would need a Policy to guide in the purchase of artifacts.

Policy Report:

Acquisition and Education policies need revising when the committee first meets.

Marketing and Site Promotion Report:

City website is the current focus as we just launched it and are still working to enhance what we have there. We are also making as accessible as possible.

Heritage Committee:

No report.



New Business:

Brian Heaslip reported that he would like to set up a virtual meeting for property committee to be set up for next week.

Stephanie reported that we are in the process of reviewing monthly donations and how to make that process as streamlined as possible. Stephanie is currently working with the IT and Finance departments to achieve this.

The staff is currently looking at strategic planning across the board to determine where the museum should be when COVID is over. What does our new place in the community look like? Do we revisit or revamp Canal days and Christmas Festival? The belief is strategic planning needed to stay current and plan ahead to ensure that the museum is still present and relevant in five or ten years time.

Motion to Adjourn: Marcia Turner



A meeting of the Board of Management of the Port Colborne Historical and Marine Museum was held February 16, 2021 at 7 p.m. over Microsoft Teams.

Present via Microsoft Teams: Stephanie Powell Baswick, Abbey Stansfield, Brian Heaslip, Terry Huffman, John Maloney, Marcia Turner, Claudia Brema, Cheryl MacMillan, Margaret Tanaszi, Bonnie Johnston, Bina Patel.

Regrets: Pam Koudjis, Bert Murphy, Councillor Eric Beauregard,

Minutes of the Last Meeting:

Moved by: Cheryl

Seconded by: Brian Heaslip

To: Approve the minutes of the Board of Management from January 19, 2021.

Motion carried.

Business Arising:

No Report

Correspondence:

Stephanie Powell Baswick reported that the Museum has correspondence confirming that grant applications have been received by funders and that we will hear back after a decision has been made.

Stephanie also reported that all the newsletters and literature that the museum receives is available at the archives so if the board wishes to see any of them they are welcome to do so when we can meet again.

Curator Report:

Stephanie Powell Baswick reported that the Museum has launched our new YouTube channel. There will be three videos launched over the course of Heritage Week. The first was "Judging" about Judge Helen Kinnear to celebrate Heritage Day. The second video to be released on February 17 is on F. Woods and Son and the third video to be released Friday the 19 is on the Village by the Canal exhibit. These videos are shorts to give members who haven't been able to get in due to COVID a look at the exhibits.

The Museum and Archives have prepared local content to go on our social media accounts for Black History Month.

The Assistant Curator is currently planning something to mark the opening of the Welland Canal as Top Hat cannot be a live event this year.

The Archives will be hosting the first half of the speaker's series over zoom this year. Education Programmer, Abbey Stansfield will start with the Walk through of the Welland Canal exhibit on March 17. Archivist, Michelle Vosbugh, will be speaking of



Port Colborne Historical & Marine
MUSEUM
...more than a museum!

past pandemics like the Spanish Flu on April 8. Tickets and donations for these talks will be available on Eventbrite.

Abbey Stansfield will also be presenting to the Port Colborne Historical Society on Archaeology of the Great Lakes on March 15 at 7:00 PM.

Stephanie also reported that with the Region in the Grey/ Lockdown COVID colour band that while staff is still working the museum is currently not offering the Book A Safe Service (BASS). This service will return when the region is in Red level and below.

Auxiliary Report:

Bonnie reported that the Auxiliary is waiting to see when it is safe to meet and be together again.

Programme Committee Report:

The programme committee is holding a meeting to discuss the Museum's annual events and how they may be altered to adhere to COVID procedures.

Fundraising Committee Report:

No Report.

Building and Property Committee Report:

The Committee had met to discuss the various positions around the grounds where the propeller that Algoma is donating could be placed. The committee decided to have scale pictures made up to see what the artifact would look like in place for four locations (See attached photo). Discussion was held by the board as to which site was best.

Moved by: Brian Heaslip

Seconded by: Bonnie Johnston

To: Position the propeller to position A, in the Marine Park on King Street.

Motion carried.

Stephanie has been in contact with the City again about the cedar roof quotes. In the interest of seeing the roofs get done she will ask the City if we can choose between the two quotes we have and get to work.

Finance Report:

Stephanie to meet with gentleman in March about repairing the Hochelaga. He would start in the spring working on site. The public would be able to watch process, part of how the museum preserves artifacts.

Membership Committee Report:

February is traditionally the launching of the membership and donation campaign. This year the committee thought having a corporate sponsor for all Port Colborne and Wainfleet residents to have a museum membership would be good. Bell



Marine has agreed to sponsor the amount that the Museum normally budgets for membership fees.

The membership committee was also looking into putting a letter in with the water bills or on the City website to get the news out to residents. There is also potential to be a part of Port Colborne pass which includes other city venues. One consideration is what to give those people who have already paid for a 2021 membership.

Moved by: Claudia Brema

Second by: Cheryl MacMillan

To: Use the Bell Marine Donation towards making every resident of Port Colborne and Wainfleet 2021 Museum Members.

Motion carried

Accession Committee Report:

Terry Huffman reported that a committee meeting was held on February 9, 2021 via Microsoft Teams. Various items were considered for the collection from 12 donors. There was 3 larger donations of archival lots that were accepted under the discretion of the staff and registrar as it was difficult to assess the items individually over Microsoft Teams meeting.

Pretti sign not purchased as price was not reduced.

Policy Report:

The committee is looking at collections management policy and researching how other museums buy artifacts. They will also be looking into updating the Education policy.

Marketing and Site Promotion Report:

No Report.

Heritage Committee:

No report.

New Business:

The Auxiliary Members have been getting in touch to express their appreciation for the Valentines and Lavender Sachets that the Museum staff delivered.

Roselawn interested in operating as community building offering heritage tours and operating it as a heritage home. Board Chair to reach out to Friends of Roselawn that we want to work with them.

Motion to Adjourn: Marcia Turner

Proposed Propeller Positions



Port Colborne Public Library Board

MINUTES of the Second Regular Board Meeting of 2021

Tuesday, February 2, 2021, 6:15 p.m.

Virtual Meeting held via Microsoft Teams

Present:

Michael Cooper (Chair)
Bryan Ingram (Vice-Chair)
Councillor Mark Bagu
Brian Beck
Valerie Catton
Harmony Cooper
Jeanette Frenette
Ann Kennerly
Cheryl MacMillan
Scott Luey (CEO)
Bryan Boles (Treasurer)
Susan Therrien (Director of Library Services/Board Secretary)

1. Call to Order

The Chair called the meeting to order at 6:16 p.m.

2. Declaration of Conflict of Interest

Nil.

3. Adoption of the Agenda

Moved by C. MacMillan

Seconded by J. Frenette

21:007 That the agenda be adopted as circulated.

CARRIED

4. Approval of the Minutes of the Previous Meeting

Moved by B. Beck

Port Colborne Public Library Board

Seconded by B. Ingram

21:008 That the minutes of the January 18, 2021 meeting be adopted as circulated.

CARRIED

5. Business Arising from the Minutes

Nil.

6. Consent Items

6.1. Financial Statement

- January 28, 2021

6.2. Public Relations Report

- Report submitted by Librarian R. Tkachuk on virtual library programming, e-resources and social media during January 2021.

6.3. Media Items

- *Library Digital Programming Newsletter*, February 2021
- *City Hall News*, February 2021

Moved by B. Ingram

Seconded by A. Kennerly

21:009 That Consent Items 6.1 to 6.4 be received for information purposes.

CARRIED

7. Discussion Items

7.1. SOLS and OLS-N: Board Governance and Board Assemblies Representation

Moved by A. Kennerly

Seconded by B. Ingram

Port Colborne Public Library Board

21:010 That the Board appoints C. MacMillan as Board Assembly Representative for the Port Colborne Public Library.

CARRIED

7.2. Director's Report

a. COVID-19 Update

The Director reported that the City's Emergency Control Group (ECG) reviewed the Library's COVID-19 Safety Plan. During the current lockdown, library staff must conduct their work remotely, with limited exception where the nature of their work requires them to be on-site at the workplace. The library is permitted to be open for contactless curbside delivery and pick-up. The library will continue to ensure that circulating materials returned to the library are disinfected, or quarantined for 96 hours before they are recirculated; and, that contact information is recorded.

b. Libraries in Niagara Cooperative (LiNC)

Reciprocal borrowing began January 6, 2021. The library is participating in other resource-sharing opportunities including the shared purchasing and maintenance of two floating collections (large print and audiobooks).

c. Financial

The library is working with City staff to implement wireless debit/credit payment options for patrons.

d. Diversity and Inclusion

- The Director of Library Services will take part in the City's Diversity and Inclusion Committee.
- February is Black History Month in Canada. The library is celebrating with new books, window displays, and online media content.

e. Patron Feedback

The Board reviewed comments received from library patrons expressing their

Port Colborne Public Library Board

appreciation of continued library services during the pandemic and to acknowledge the excellent customer service provided by library staff.

f. Strategic Plan Updates

The Board reviewed a report presented by the Director updating the progress of the Strategic Plan.

Moved by C. MacMillan

Seconded by J. Frenette

21:011 That the Port Colborne Public Library Board receives the Director's Report for information purposes.

CARRIED

8. Decision Items

8.1. Policy Review and 2021 Policy Review Schedule

8.1.1. Human Resources and Management (HR-01)

8.1.2. Health and Safety of Staff (HR-02)

8.1.3. Prevention of Workplace Violence (HR-03)

8.1.4. Health and Safety Policy Statement (HR-08)

Moved by V. Catton

Seconded by A. Kennerly

21:012 That the Port Colborne Public Library Board approves policies 8.1.1 to 8.1.4 as presented.

CARRIED

9. Board Members' Items

Nil.

10. Notices of Motion

Nil.

11. Date of the Next Meeting

- Special Meeting on February 9, 2021
- Third Regular Meeting on March 2, 2021

12. Adjournment

Moved by A. Kennerly

Seconded by B. Ingram

21:013 That the meeting be adjourned at approximately 7:20 p.m.

CARRIED

Michael Cooper
Board Chair
March 2, 2021

Susan Therrien
Director of Library Services
Board Secretary
March 2, 2021

Port Colborne Public Library Board

MINUTES of the Special Library Board Meeting

Tuesday, February 9, 2021, 6:15 p.m.

Virtual Meeting held via Microsoft Teams

Present:

Michael Cooper (Chair)

Bryan Ingram (Vice-Chair)

Councillor Mark Bagu

Brian Beck

Valerie Catton

Harmony Cooper

Jeanette Frenette

Ann Kennerly

Cheryl MacMillan

Scott Luey (CEO)

Bryan Boles (Treasurer)

Susan Therrien (Director of Library Services/Board Secretary)

1. Call to Order

The Chair called the meeting to order at 6:18 p.m.

2. Declaration of Conflict of Interest

Nil.

3. Adoption of the Agenda

Moved by J. Frenette

Seconded by B. Ingram

21:014 That the agenda be adopted as circulated.

CARRIED

4. Discussion Items

4.1. Canada Emergency Wage Subsidy

Port Colborne Public Library Board

The Board received and accepted a report prepared by B. Boles, Treasurer.
Following discussion, two motions were put forward.

Moved by C. MacMillan

Seconded by A. Kennerly

- 21:015 That part of the surplus amount from the 2020 Operating Budget be allocated to a reserve to fund Future Liabilities and the remainder allocated to the Stabilization Reserve.

CARRIED

Moved by B. Ingram

Seconded by H. Cooper

- 21:016 That any surplus in payroll and benefits at the end of 2021 be reallocated to the City to offset COVID-related costs..

CARRIED

5. Adjournment

Moved by A. Kennerly

Seconded by H. Cooper

- 21:017 That the meeting be adjourned at approximately 7:48 p.m.
- CARRIED

Michael Cooper
Board Chair
March 2, 2021

Susan Therrien
Director of Library Services
Board Secretary
March 2, 2021

**FEBRUARY 19, 2020
MEETING OF THE PORT COLBORNE ECONOMIC DEVELOPMENT
ADVISORY COMMITTEE**

Minutes of the twentieth regular meeting of the Committee Members of the Port Colborne Economic Development Advisory Committee, held in the Third Floor Committee 3 Room, City Hall, 66 Charlotte Street, Port Colborne February 19, 2020, 4:00 p.m.

The following Committee Members were in attendance:

Committee Members: Marilyn Barton, Andrea Boitor, Larry Fontaine, Kate Ostryhon-Lumsden, Kevin Reles, David Semley, Len Stolk

Council: Councillor Gary Bruno, Councillor Harry Wells

Staff: Michelle Idzenga, Julian Douglas-Kameka, Scott Luey, Karen Walsh

Regrets: Mayor Bill Steele, Angela Doyle, Betty Konc

1. WELCOME CALLED TO ORDER: 4:04 p.m.

2. CITY LOGO – Michelle Idzenga

Brief overview of the redesign of the logo.

Moved by: Marilyn Barton

Seconded by: Councillor Harry Wells

THAT the Economic Development Advisory Committee recommends council to use Option B (schooner) for the new City logo.

CARRIED

3. APPROVAL OF THE AGENDA

Moved by: Len Stolk

Seconded by: Larry Fontaine

THAT the agenda for Economic Development Advisory Committee February 19th, 2020 be approved as presented.

CARRIED

4. DISCLOSURES OF INTEREST

None

5. INFORMATION/CORRESPONDENCE

None

6. APPROVAL OF THE FOLLOWING MINUTES:

Approval of the December 4, 2019 minutes.

Moved by: Harry Wells

Seconded by: Kate Ostryhon-Lumsden

THAT the minutes from December 4, 2019 be approved as presented.

CARRIED

7. BUSINESS ARISING FROM THE MINUTES

- a) Status of Vacancy Tax – the region has no interest in creating a new tax bracket, region is working on a commercial vacancy tax
 - Scott to send out email regarding housing development how long do development have to build.
 - Memo to council from EDAC, whereas private property owners hold vacant property land request the region request class rate, at a higher rate of tax.
 - Scott will work with Residential Development subcommittee to prepare the memo wording.
 - Recommendation to Council, Resolution from Port Colborne to other municipalities that the Region adopts a vacancy tax.
- b) Hospital/Urgent Care update/action plan – Mayor working with other Mayors. (leaving on agenda)
- c) Internal timeline for development approval and Timeline compliance rate for development approval – (attached handouts) – defer to next meeting invite David to attend a meeting give a reader's digest version of what the process is.

8. ECONOMIC DEVELOPMENT OFFICER'S REPORT (attached)

- a) Ontario report on Cruise Ships – Tourism RFP deadline March 24, report due to be done end of June
- b) Charlottetown cruise ships economic impact – requested the information and it has not been received yet.
- c) Measureable quarterly goals and achievement goals - deferred

9. COMMITTEE REPORT

- a) Industrial/Small Business – chair by Larry Fontaine
 - Deferred

- b) Tourism – chair by Betty Konc
 - Deferred
- c) Residential Development – chair by Councillor Gary Bruno
 - deferred

10. NEW BUSINESS

- a) Discussion and Confirmation of “Vision” Statement – “Port Colborne is a place to live well and enjoy life in a safe, healthy, prosperous, well-run, inclusive and respectful community.” – The City is currently working on the Strategic Plan and will go before council in two months. Workshops with Council and Staff have been conducted in 2019. Working on doing mission values,
- b) Review Economic Development Strategic Plan - deferred
- c) Economic Development Sample KPI's - deferred
- d) Other – Maclean's – Canada's best communities (ranking of 415 cities) <https://www.macleans.ca/best-communities-canada-2019-full-ranking-tool/>
Ratings are in the following categories: wealth & economy, affordability, demographics, taxes, commute, crime, weather, health, amenities, and culture & community.
 - Port Colborne is rate 109 with the top three categories being weather, health and wealth & economy.
 - Committee to determine communities to compare to Port Colborne and why. Set up three to five measures.
- e) AirBnB - EDO and Director of Planning are currently doing a policy. Julian to bring back the results of the AirBnB investigations. Report landscapes and then recommendations. EDAC to have input before it goes to council.

Incubator – (included with staff report). Feasibility study for next meeting

11. NEXT MEETING

May 13, 2020 4:00 p.m.

12. ADJOURNMENT

Moved by: Councillor Gary Bruno

Resolved that we do now adjourn.

CARRIED

Time of adjournment 5:49 p.m.

Canal DAYS ADVISORY COMMITTEE MEETING
Tuesday, February 2, 2021 – 5:15 p.m.
Virtual Meeting

Present: Mayor Bill Steele, Councilor Eric Beauregard, Councilor Ron Bodner, Councilor Donna Kalailieff,

Staff: Gary Long, Scott Luey, Alex Pedersen, Luke Rowe, and Karen Walsh

Guest: Dave Rapelje – TNR Productions

1) Welcome Call meeting to order at 5:16 p.m.

2) Approval of the Agenda

Moved by: Councilor D. Kalailieff
Seconded by: Councilor R. Bodner
THAT the agenda be approved as present.
CARRIED

3) Declarations of Interest

None

4) Entertainment Contracts – Dave Rapelje – TNR Productions

Luke introduce Dave Rapelje from TNR Productions, who has booked Entertainment for the past 23 years for Canal Days.

Discussion took place regarding the entertainment options for Canal Days 2021. With the cancellation of Canal Days in 2020, the performers were to honor the contract for Canal Days 2021.

Dave left the meeting and Luke will be in contact him with the decision from the committee.

5) Recommendations for Canal Days 2021

Discussion took place for recommendations for Canal Days and other events.

Luke to work with Dave to put together a smaller scale events during the summer or fall period if required.

Gary and Luke get recommendation from committee and put together a report for council for March 22nd meeting. Announcement will be made at that time.

6) Other Business

- Toronto All Star Big Band has contacted the city.

7) Next meeting date TBA

8) Adjournment – 6:23 p.m.

The Corporation of the City of Port Colborne

By-Law No. _____

Being a by-law to regulate the discharge of firearms and bows
in the City of Port Colborne

Whereas Section 9 of the *Municipal Act*, 2001 S.O. 2001, c.25 provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas Section 11 of the *Municipal Act*, 2001 S.O. 2001, c.25 provides that municipalities may provide any service or thing that the municipality considers necessary or desirable for the public, including the passing of by-law within the respective sphere of jurisdiction; and

Whereas pursuant to Subsection 11(2) para 6. of the *Municipal Act*, 2001 S.O. 2001, c.25 municipality may pass by-laws to protect the health, safety and well-being of persons; and

Whereas Sections 23.1(1) of the *Municipal Act*, 2001 S.O. 2001, c.25 authorizes a municipality to delegate certain powers and duties; and

Whereas Section 119 of the *Municipal Act*, 2001 S.O. 2001, c.25 authorizes a local municipality for the purpose of public safety, prohibit or regulate the discharge of guns or other firearms, air-guns, spring-guns, cross-bows, long-bows or any other weapon; and

Whereas Section 425 of the *Municipal Act*, 2001 S.O. 2001, c.25 authorizes a municipality to provide offences for a contravention of a by-law; and

Whereas Section 429 of the *Municipal Act*, 2001 S.O. 2001, c.25 authorizes a municipality to establish a system of fines under a by-law; and

Whereas Council of the City of Port Colborne has deemed it in the public interest to regulate the discharge of firearms within the City for the purposes of public safety; and

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

That this by-law shall be comprised of SIX (6) parts containing various sections, namely:

Part 1	Title and Definitions
Part 2	Application of the By-law
Part 3	General Provisions
Part 4	Enforcement
Part 5	Schedules
Part 6	Repeal

Part 1 – Title and Definitions

Short Title

1. This by-law shall be referred to as “The Discharge of Firearms By-law”.

Definitions

2. For the purposes of this By-law, including in the Recitals and the Definitions,
 - a) “Agent” means a person authorized by the Regulations under the *Fish and Wildlife Conservation Act*, to act as an agent for a landowner to kill, capture or harass wildlife for the protection of property and includes:
 - i. Trappers licensed under Ontario Regulation 667/98 (Trapping);
 - ii. Members of a landowner’s immediate family acting on behalf of the landowner on the landowner’s own land;
 - iii. Persons whose business is primarily the business of removing nuisance wildlife, if they harass wildlife or if they capture and release wildlife if capable of being released;
 - iv. Employees or agents of a municipality whose responsibility relates to wildlife control; and
 - v. Persons who hold a valid class H1 outdoors card issued under Ontario Regulation 665/98, for the purposes of killing or harassing the wildlife but not capturing it.
 - b) “Bow” means a curved or re-curved stave of a resilient material, strung taut from end to end and used to launch an arrow, bolt, quarrel or any similar projectile in a way that could cause grievous bodily harm or death and includes cross-bows, long bows, re-curve bows and compound bows.

- c) “Business” means a person who carries on a business that includes the manufacture, assembly, possession, purchase, sale, importation, exportation, display, repair, restoration, maintenance, storage, alteration, pawn brokering, transportation, shipping, distribution or delivery of firearms or bows, and ammunition for firearms or bows.
- d) “City” means the Corporation of the City of Port Colborne, Ontario and its geographical boundaries.
- e) “Conservation Officer” means a Conservation Officer or Deputy Conservation Officer appointed pursuant to the *Fish and Wildlife Conservation Act*.
- f) “Council” means the Council of the Corporation of the City of Port Colborne.
- g) “Defined Areas” includes:
 - i. All lands within the City’s urban boundary and hamlets as designated under the City’s Official Plan, as amended; Those lands illustrated in Schedules A through E inclusive of this By-law;
 - ii. Those areas within 150 metres from the water’s edge into a navigable waterway as defined in the *Navigable Waters Protection Act*, R.S.C. 1985, Chap. N-22; and
 - iii. Those areas within 229 metres from the water’s edge into Gravelly Bay in Lake Erie.
- h) “Educational Property” includes school facilities operated by a school board, a private school, a university, a provincial college, a private college or an outdoor area owned by the school when in use for instructional purposes whether or not the area is adjacent to a school building.
- i) “Farming and Food Production Protection Act” means the *Farming and Food Production Protection Act*, 1998, S.O. 1998, c. 1, or any amending or successor legislation.
- j) “Firearm” means any type of barreled device from which a projectile can be discharged and that is capable of causing serious bodily injury or death, including, but not limited to, handguns, shotguns, rifles, air or pellet guns, and muzzle-loaders or any object that can be adapted as a firearm as per this definition.

- k) “Fish and Wildlife Conservation Act” means the *Fish and Wildlife Conservation Act*, 1997, S.O. 1997 c. 41, or any amending or successor legislation.
- l) “High-Calibre Rifle” means any *Firearm* with a rifled barrel in its construction that discharges a projectile greater than .223 calibre.
- m) “Highway” shall mean a common and public highway and includes a street, public land and road allowance and any bridge, trestle, viaduct or structure that forms part of a highway and all lands between the lateral boundaries.
- n) “Law Enforcement Officer” shall mean a Police Officer, a member of the Armed Forces of Canada, a peace officer, an Officer appointed under the *Fish and Wildlife Conservation Act* or the municipality’s Municipal Law Enforcement Officers, Fire Chief or his/her designate.
- o) “Livestock Product” shall be defined as in the *Livestock and Livestock Products Act*, R.S.O. 1990, c.L.20, as amended, or any successor legislation thereto.
- p) “Manager” means the Manager of By-law Services as appointed on behalf of the City of Port Colborne and includes his/her designate.
- q) “Municipal Act” means the *Municipal Act*, 2001, S.O. 2001, c. 45, or any amending or successor legislation.
- r) “Normal Farm Practice”, as defined in the *Farming and Food Production Protection Act*, means a practice which is conducted in a manner consistent with proper and acceptable customs and standards, as established and followed by similar agricultural operations under similar circumstances, or makes use of innovative technology in a manner consistent with proper advanced farm management practices, and includes any practice which may be recognized as such by the Normal Farm Practices Protection Board.
- s) “Occupier” shall include,
 - i. a person who is in physical possession of premises, or
 - ii. a person who has responsibility for and control over the condition of premises or the activities there carried on, or control over persons allowed to enter the premises, even if there is more than one occupier of the same premises; (“occupant”) e.g. an agent.

- t) "Paintball Facility" – means a facility that is designed for the purpose of conducting Paintball Marker activities.
- u) "Paintball Marker" – means a barreled device that is designed for discharging paintballs; and is deemed not to be a firearm pursuant to Section 84(3)(d) of the *Criminal Code*, or any successor thereof.
- v) "Park" includes open space, private and/or Public Park and means an area open to the public used for sports, picnic, and like activities.
- w) "Peace Officer" means a member of a regional, provincial or federal police force or the Canadian Armed Forces.
- x) "Person" means an individual, firm, corporation, business, association or partnership.
- y) "Property" means any parcel of land and any buildings or structures on the land and includes a portion of property.
- z) "Protection of Property" means the killing, capturing or harassing of wildlife found damaging or destroying property on a person's own land, or, that a person believes, on reasonable and probable grounds, is about to damage or destroy property on their own land.
- aa) "Reasonable Safety Measures" means the shooting position and target shall be constructed in a way that no projectile could, upon accidental or intentional discharge, cross over any property boundary.
- bb) "Reactive Shooting Targets" means targets composed of ingredients designed to ignite or explode upon impact from a fast-moving projectile. Including but not limited to; Tannerite, Shockwave, etc.
- cc) "Recreational Trail" shall mean any property that is open or available to the general public for permitted recreational trail uses, and includes any bridge, trestle, viaduct or structure that forms part of a trail and all lands between the lateral boundaries.
- dd) "Target" shall mean an animal, reptile, bird, *Reactive Shooting Target* or object.
- ee) "Trapper" means a person licensed by the Ministry of Natural Resources in accordance with the *Fish and Wildlife Conservation Act* and Regulations to hunt and trap fur-bearing mammals.
- ff) "Shooting Range" a location that is designated and approved by the Chief Firearm's Officer of Ontario for the safe discharge, on a regular

and structured basis, of firearms for the purpose of shooting at an object to be aimed at in shooting practice or contests.

gg) “Wildlife” shall be as defined in the *Fish and Wildlife Conservation Act*.

Part 2 – Application of the By-law

Interpretation

3. For the purposes of this by-law:

Word Usage

- a) words in singular shall be deemed to include plural and words in plural shall be deemed to include singular and this By-law shall be interpreted with all changes in gender or number as the context may require;
- b) unless otherwise defined herein, the words and phrases used in this By-law have their normal and ordinary meaning;
- c) headings are inserted for convenience and reference purposes only, they form no part of this By-law and shall not affect in any way the meaning or interpretation of the provisions of this By-law; and
- d) reference to any Act, Regulation, By-law, or *Agreement* is a reference to that Act, Regulation, By-law, or *Agreement* as it is amended or re-enacted from time to time.

Application

- 4. The provisions of this By-law shall apply to all discharges of *Firearms* and *Bows* within the boundaries of the *City*.
- 5. Nothing in this By-law shall be interpreted as reducing or eliminating the need for full compliance with the provisions of all applicable Federal and Provincial statutes and associated Regulations, including but not limited to the following:
 - a) *Criminal Code, R.S.C. 1985, c. C-46*;
 - b) *Firearms Act, S.C. 1995, c. 39*;
 - c) *Migratory Birds Convention Act, 1994, S. C. 1994, c. 22*; and
 - d) *Fish and Wildlife Conservation Act*.
 - e) *Explosives Act (1985, c. E-17)*

Conflict

6. Where this By-law conflicts, or is deemed to conflict, with any applicable Federal or Provincial statute, the provisions of such Federal or Provincial statute shall prevail.

Severability

7. If a court of competent jurisdiction declares any section or part of a section of this By-law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced *Council* to pass the remainder of this By-law, and the remainder of the By-law shall be valid and remain in force.

Part 3 – General Provisions

Prohibitions

8. No *Person* shall discharge a *Firearm* or *Bow* in the *City* except in accordance with this By-law.
9. No *Person* shall discharge any *Firearm* in the *City* upon lands within the *Defined Areas*.
- 9.1 No *Person* shall discharge any *Bow* in the *City* upon lands within the *Defined Areas* unless *reasonable safety measures* are established for reasons regarding safety of person and property.
10. No *Person* shall discharge any *Firearm* in the *City* upon lands outside the *Defined Areas* except a land owner, tenant, *Agent* authorized by the land owner or tenant, or a *Person* with the land owner or tenant's permission, provided that:
 - a) where the *Firearm* is a shotgun, it is of no greater calibre than No. 2 Shot (6.86 millimetres , 0.270 inches);
 - b) no bullet, shot, bolt, arrow, or quarrel shall pass over the boundary of the *Property*; and
 - c) *Reasonable Safety Measures* are established for reasons regarding safety of person and property.
- 10.1 No person shall discharge a *High Calibre Rifle* within the *City*.

- 10.2 No *Person* shall discharge, cause to be discharged or allow to be discharged a *Firearm* for the purposes of detonating a *Reactive Shooting Target* or any other binary explosive that requires a shot by a *Firearm* to initiate a detonation.
11. Notwithstanding sections 9 and 10 of this By-law, no *Person* shall discharge any *Firearm* within 150 metres (492 ft) of:
- a) any dwelling, other than a dwelling located on the *Property* upon which the lawful discharge occurs; or
 - b) any public or private *Park* (including a *Recreational Trail*) or a public open space; or
 - c) the premises of an *Educational Property* or religious institution, including but not limited to any building, structures or grounds related thereto.
 - d) all areas fronting onto Lake Erie, measured from the water's edge.

Exceptions

12. This By-law shall not apply to the discharge of a *Firearm* or *Bow*:
- a) for the *Protection of Property* from nuisance *Wildlife* that may be killed or harassed in accordance with the *Ontario Fish and Wildlife Conservation Act*, or a permit issued under the *Canada Migratory Birds Regulations*;
 - b) undertaken as a *Normal Farm Practice*;
 - c) upon properties being used for the raising of livestock product and where the discharge is necessary to protect the livestock product;;
 - d) by any *Peace Officer*, *Conservation Officer* or *Deputy Conservation Officer* acting in the course of his/her duty under the authority of his/her employment;
 - e) at a facility operated or utilized by *Peace Officers* for training purposes;
 - f) at a lawful *Shooting Range*, *Paintball Facility*, skeet club or at a shooting meet which has been authorized by the *Manager*;
 - g) at an *Educational Property* used for instruction in the proper use of *Firearms* or *Bows*;
 - h) at a federally regulated and licensed *Business*, the use and location of which is lawful and in accordance with all applicable federal,

provincial and municipal laws; and

- i) by a *Person* firing blank ammunition for the purposes of:
 - i. a ceremonial event, historical display or educational program;
 - ii. a theatrical film or television production;
 - iii. a sporting event; or
 - iv. the training of animals.

Grant of Exemption by *Council*

- 13. Notwithstanding any provisions of this By-law, any *Person* may make application to *Council* to be granted an exemption from any of the provisions of this By-law with respect to the discharge of *Firearms* or *Bows* and *Council*, by resolution, may grant or refuse to grant the exemption applied for, or may grant any exemption of lesser effect, and in granting any exemption *Council* may include such terms and conditions as it deems appropriate.
- 14. In deciding whether to grant an exemption, *Council* shall give the applicant and any other *Persons* an opportunity to be heard and may consider such other information and matters as it considers appropriate, including but not limited to, the impact on public safety.
- 15. A breach by the applicant of any of the terms or conditions of any exemption granted by *Council* shall render the exemption immediately null and void and of no force or effect.

Part 4 – Enforcement

- 16. The provisions of this By-law may be enforced by a *Law Enforcement Officer* or any other *Person* appointed to enforce by-laws for the *City*.

Power of Entry

- 17. The *City* may enter onto a *Property* at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
 - a) the provisions of this By-law;
 - b) an order issued under this By-law; or

- c) an order made under section 431 of the *Municipal Act*.
18. Where an inspection is conducted by the *City*, the *Person* enforcing the provisions of this By-law and conducting the inspection may:
- a) require the production for inspection of documents or things relevant to the inspection;
 - b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - c) require information from any *Person* concerning a matter related to the inspection including name, address, phone number and identification; and
 - d) alone or in conjunction with a *Person* possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
19. The *City* may undertake an inspection pursuant to an order issued under s. 438 of the *Municipal Act*.
20. The *City's* power of entry and inspection may be exercised by a *Law Enforcement Officer* or any other *Person* appointed or delegated to enforce by-laws for the *City*.

Penalty

21. Every *Person* who contravenes a provision of this By-law, including an order issued under this By-law, is guilty of an offence.
22. If a corporation has contravened a provision of this By-law, including an order issued under this By-law, every director and officer who knowingly concurred in such a contravention is guilty of an offence.
23. If an order has been issued under this By-law, and the order has not been complied with, the contravention of the order shall be deemed to be a continuing offence for each day or part of a day that the order is not complied with.
24. Every *Person* who is guilty of an offence under this By-law shall be subject to the following penalties:
- a) upon a first conviction, to a fine of not less than \$100.00 and not more than \$50,000.00;

- b) Upon a second or subsequent conviction for the same offence, to a fine of not less than \$400.00 and not more than \$100,000.00;
- c) Upon conviction for a continuing offence, to a fine of not less than \$100.00 and not more than \$10,000 for each day or part of a day that the offence continues. The total of the daily fines may exceed \$100,000.00; and
- d) Upon conviction of a multiple offence, for each offence included in the multiple offence, to a fine of not less than \$100.00 and not more than \$10,000.00. The total of all fines for each included offence may exceed \$100,000.00.

25. For the purposes of this By-law:

- a) “multiple offence” means an offence in respect of two or more acts or omissions each of which separately constitutes an offence and is a contravention of the same provision of this By-law; and
- b) an offence is a “second or subsequent offence” if the act giving rise to the offence occurred after a conviction had been entered at an earlier date for the same offence.

Part 5 – Schedules

Schedules to this By-law

26. Schedules A through E inclusive attached hereto shall form part of this By-law.

Part 6 – Repeal

27. By-law Number 2499/115/90 and all amendments thereto are hereby repealed.

Enacted and passed this 12th day of April, 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 an Agreement with Lighthouse
Festival Theatre Corporation Regarding the Management of the Theatre at
Roselawn Centre

Whereas at its meeting of April 12, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Chief Administrative Office Report No. 2021-115, Subject: Roselawn Theatre Management Agreement; and

Whereas Council is desirous of entering into an agreement with Lighthouse Festival Theatre Corporation, for the purposes of managing the Theatre at the Roselawn Centre; 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 Lighthouse Festival Theatre Corporation, for the purposes of managing the Theatre at the Roselawn Centre.
2. That the Mayor and City Clerk 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, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 12th day of April, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

This Agreement made in triplicate this _____ day of _____, 2021.

- Between -

THE CORPORATION OF THE CITY OF PORT COLBORNE

66 Charlotte Street, Port Colborne, Ontario, L3K 3C8
(hereinafter referred to as the "City")

- and -

LIGHTHOUSE FESTIVAL THEATRE CORPORATION

o/a Showboat Festival Theatre
P.O. Box 1208, 247 Main Street, Port Dover, Ontario, N0A 1N0
(herein referred to as "Lighthouse Festival Theatre")

WHEREAS the City owns the building municipally known as the Roselawn Centre for the Arts (hereafter referred to as the "Roselawn Centre"), located at 296 Fielden Avenue, Port Colborne, Ontario, L3K 4T6; and

WHEREAS the City is desirous of having the Roselawn Centre regularly and well-used, managed and occupied as a theatre or centre for artistic groups and the performing arts and activities incidental or ancillary thereto; and

WHEREAS the City requires an independent contractor to operate and manage theatre programming and ancillary services, and is desirous of having certain premises within the Roselawn Centre, as described herein, utilized for said purpose, in accordance with the terms and conditions of this Agreement; and

WHEREAS Lighthouse Festival Theatre, incorporated in 1981 and located in Port Dover, is a year round theatre, that presents high quality professional theatre with a focus on Canadian artists for the Niagara Region, building a stronger subscription base, developing relationships with sponsors and donors, and investing back into the artistic community; and

WHEREAS the City often seeks and makes use of relationships with local recreational and cultural organizations through service and other agreements to deliver to the community valuable programming and events that may enrich quality of life and contribute to a strong sense of community; and

WHEREAS Lighthouse Festival Theatre has an established presence in the community and relationship with the City, having successfully delivered theatre production and box office services (operating as Showboat Festival Theatre) at the Roselawn Centre since 2012; and

WHEREAS the City is desirous to have Lighthouse Festival Theatre manage and operate theatre programming and ancillary services at the Roselawn Centre; and

WHEREAS the City and Lighthouse Festival Theatre are committed to ensuring that the Roselawn Centre is properly maintained and well-used by the community, visitors and user groups for the continued economic and cultural development of the City of Port Colborne.

NOW THEREFORE, in consideration of the covenants herein, the City and Lighthouse Festival Theatre hereby agree as follows:

1. Managed Premises Defined:

The managed premises (the "Premises"), as it pertains to this Agreement, defined as an area of approximately 12,000 square feet located within the Roselawn Centre, including the box office, theatre space, office space, front house, washrooms, lobby, basement, garage, and storage; all as shown highlighted on Schedule "A". The Premises does not include the heritage home, President's Room, back bar, or kitchen.

Additionally, during the first two (2) years of the Term, Lighthouse Festival Theatre shall have the option to the use and occupancy of the bar area identified on Schedule "A" (the "Bar Area") not included in the Premises, during any period in which the Premises is being used for programming or events by Lighthouse Festival Theatre or any third party sublicensee. The use and occupancy of Lighthouse Festival Theatre during the events shall be subject to the rights of other tenants of the Roselawn Centre who may also require the use of the Bar Area. Lighthouse Festival Theatre shall ensure that the Bar Area is cleaned following each use, and that all refuse has been removed.

2. Term:

The term shall be for a period of FIVE (5) YEARS (the "Term"), computed from April 1, 2020 or such earlier date as the parties may otherwise agree in writing (the "Commencement Date"), unless terminated as provided for herein.

3. Permitted Uses:

Lighthouse Festival Theatre shall have exclusive use and occupancy of the Premises for the purposes of carrying out its objectives and obligations under this Agreement throughout the Term and any renewal or extension thereof principally as a theatre or centre for the performing arts and activities incidental or ancillary thereto including short term licences of the Premises (or parts thereof) to third parties for same or similar uses, food and beverage services (including obtaining and maintaining its own liquor sales licence) and Lighthouse Festival Theatre's own programming; and subject to use by the City as set out in section 4.21 below). Lighthouse Festival Theatre shall have discretion regarding program scheduling and content, subject to the City's right to prohibit any programming which it deems, in its sole discretion, acting reasonably, to be contrary to the morals and values of the City of Port Colborne. Lighthouse Festival Theatre shall have the discretion to set the fees and other charges for participation in its own programming or for any use or occupancy of the Premises, in whole or in part, by third parties during the

Term, which fees and other charges shall belong, in full, to Lighthouse Festival Theatre.

3.1 COVID-19

The parties acknowledge and agree that this Agreement was largely negotiated prior to the COVID-19 pandemic. In finalizing this Agreement, the parties acknowledge and agree, that performing arts and activities incidental or ancillary thereto have been and will continue to be significantly disrupted and that, without limiting the discretion of Lighthouse Festival Theatre as set out in Article 3 above, as a result of either measures required by municipal, provincial or federal law or measures otherwise deemed necessary or desirable by Lighthouse Festival Theatre in its sole and absolute discretion, Lighthouse Festival Theatre's own programming at the Premises and short term licences or subleases of the Premises (or parts thereof) to third parties (including user groups) by Lighthouse Festival Theatre as contemplated herein, as applicable, may not be pursued or commenced or may be reduced, delayed, postponed or cancelled, in whole or in part, at any time and from time to time.

4. Covenants of Lighthouse Festival Theatre:

During the Term, Lighthouse Festival Theatre shall perform the following duties and have the following obligations, which it covenants and agrees to fulfil in a professional and skillful manner:

4.1 License Fee:

Lighthouse Festival Theatre shall pay to the City a basic license fee for the premises at a rate of ONE DOLLAR (\$1.00) per year. The parties acknowledge and agree that the City, with or without the direction of Council, may lobby Lighthouse Festival Theatre for further and other sums during the Term but Lighthouse Festival Theatre shall be under no obligation to pay any such further and other sums so lobbied during the Term.

4.2 High Quality Experiences and Services:

Lighthouse Festival Theatre shall provide high quality services and programs delivered by qualified staff and volunteers; customer service will be proactive, attentive and responsive to patron needs, as evidenced by positive and professional administration; all on a commercially reasonable basis and appreciating the not-for-profit corporate status and operations of Lighthouse Festival Theatre. Nothing in this subsection 4.3 shall qualify or minimize the discretion of Lighthouse Festival Theatre set out in Article 3 above.

4.3 Performance Fees:

Lighthouse Festival Theatre shall be responsible for all applicable Society of Composers, Authors and Music Publishers of Canada/Performing Arts and Licensing Fees as may be required during the Term.

4.4 State of Repair:

Lighthouse Festival Theatre accepts the Premises in the state in which they are found as of the Commencement Date; provided the City shall remove all of its property from the garage included in the Premises as shown in Schedule "A" except for such material, equipment and supplies as shown in Schedule "B" on or before May 1, 2021. Lighthouse Festival Theatre shall maintain the Premises in a good and reasonable state of repair consistent with at least the state of the Premises as at the Commencement Date. Lighthouse Festival shall not do, or permit to be done, anything that will tend to damage, mar or in any manner deface the Premises.

4.5 Security: Lighthouse Theatre shall:

- a. Oversee the proper use of the Premises and ensure keys thereto are at all times under control of a duly authorized representative of Lighthouse Festival Theatre. Lighthouse Festival Theatre will have the right to enter the Premises at all times during the term of this Agreement, save and except for those times that the City has use of the Premises in accordance with section 4.18. Entrances and exits will be locked and unlocked at such times as may be required for Lighthouse Festival Theatre's use of the Premises.
- b. Accept the security arrangements with respect to the Premises in the state in which they are found as of the Commencement Date. Any changes to the security arrangements or the Premises for the purpose of improving security, shall be done by Lighthouse Festival Theatre at its own expense, and only according to plans submitted to and approved by the City. Lighthouse Festival Theatre shall be solely responsible for any additional security that Lighthouse Festival Theatre deems necessary for the proper operation of the Premises

4.6 Ingress and Egress:

Lighthouse Festival Theatre shall ensure no portions of the sidewalks, entries, passages, doorways, vestibules, halls, or ways of access to public utilities of the Premises will be obstructed. Fire exits and aisles in the Premises must be kept clear of obstructions at all times.

4.7 Enquiries and Rentals: Lighthouse Festival Theatre shall:

- a. coordinate scheduling of the Premises by user groups, and prepare and execute short-term rental contracts. Lighthouse Festival Theatre shall not enter into long-term contracts that are longer than thirty (30) days for the use of the Premises by a user group without the written consent of the City in its sole discretion, which consent shall not be unreasonably withheld.

- b. ensure proper use of the Premises by all user groups, including compliance with rules and regulations governing smoking and the consumption of alcohol.
- c. ensure any user groups are aware of their duty to ensure areas in their care are kept in good repair, free and clear of any debris, and remain neat and tidy.

4.8 Licenses and Permits:

Lighthouse Festival Theatre shall ensure all requisite licenses, permits, and/or approvals from the proper authority are obtained by Lighthouse Festival Theatre, and all user groups, where and when applicable. The failure of Lighthouse Festival Theatre to obtain any requisite licenses and permits shall not relieve them of their obligations under this Agreement.

4.9 Bar Service:

At its option, Lighthouse Festival Theatre may open and run a bar for the benefit and use of the patrons of events held at the Premises, including the Bar Area outside the Premises in accordance with section 1.1. Lighthouse Festival Theatre shall provide an accounting of its bar service sales as part of its reporting as required under this Agreement.

4.10 Refuse Removal:

Lighthouse Festival Theatre shall be responsible for the removal of all refuse resulting from the use of the Premises and the Bar Area at its sole cost.

4.11 Janitorial Services:

Lighthouse Festival Theatre shall assume the cost and responsibility for the janitorial cleaning of the Premises.

4.12 Information Technology:

Lighthouse Festival Theatre shall provide and maintain its own IT hardware and software assets, the backup and restoration of files, email and telephone services, staff directories, virus defense, and provide internet access and online services for itself and its patrons.

4.13 Programming:

Develop, implement, advertise, promote and operate various arts and culture programming activities at the Premises that meet the shared mission and vision of Lighthouse Festival Theatre and the City, in a manner that services the diverse needs of the community.

4.14 No Existing Talent/Agent or Other Contract(s):

The City represents and warrants that there are no talent or agent contract(s) or user group contracts or licences have been issued in the name of the City for any programming or other events whatsoever at the Premises

on or after the Commencement Date or that such talent or agent contract(s) or user group contracts or licences that may have been issued in the name of the City for any programming or other events whatsoever on or after the Commencement Date (hereinafter referred collectively as “Old Contracts”) have been cancelled by the City. The City covenants and agrees that it shall be solely responsible for any Old Contracts, including, without limitation, any costs, damages or other expenses incurred as a result of cancellation by the City, and the City shall indemnify and hold harmless Lighthouse Festival Theatre in respect of any Old Contracts.

4.15 Furniture, Fixtures and Equipment:

Lighthouse shall supply sufficient furniture, fixtures, equipment and supplies to operate the Premises, except as otherwise the express obligation of the City pursuant to this Agreement. Lighthouse Festival Theatre shall supply at its own expense, and assume sole responsibility for any additional furniture, fixtures, equipment and supplies deemed necessary for the operation of the Premises that is not already included in the inventory of equipment, supplies and material at the Premises as of the Commencement Date, as outlined in Schedule “B” attached hereto and forming part of this Agreement.

Lighthouse Festival Theatre shall be under no obligation to repair or replace any Schedule “B” Inventory and, provided further, any Schedule “B” inventory replaced by Lighthouse Festival Theatre shall become and remain the property of Lighthouse Festival Theatre at the end of the Term. Any remaining furniture, fixtures, equipment and supplies set out in Schedule “B” that has not been replaced by Lighthouse Festival Theatre shall be returned to the City at the end of the Term “as is” at that time.

4.16 Equipment Maintenance:

Attend to the normal maintenance, repair and replacement of all equipment, which includes, but is not limited to, speakers, cables, lights, communication system, rigging, sound equipment including sound board and audio components, railings and seats, and be responsible for the cost of maintenance of said equipment.

4.17 Personnel: Lighthouse Festival Theatre shall:

- a. Provide adequate staff and volunteers to operate the Premises. Lighthouse Festival Theatre shall provide and supervise qualified staff to operate the Premises. Lighthouse Festival Theatre is responsible for paying the wages of its employees and making all statutory payroll deductions with respect to their employment.
- b. Provide trained technical staff to supervise the use of all Premises equipment by user groups, which training shall be the responsibility of Lighthouse Festival Theatre.

4.18 Professional/Contract Services:

Lighthouse Festival Theatre shall Assume the responsibility and cost of related professional services that may be required from time to time for its own operations, including security, and winter control services.

4.19 Advertising and Promotion: Lighthouse Festival Theatre shall:

- a. assume the responsibility and cost of all advertising and promotional activities related to the operation of the Premises.
- b. Assume responsibility and cost of the design and installation of all indoor, outdoor and common area signage. Signage must receive the approval from the City prior to posting or installation, and shall be erected at the expense of Lighthouse Festival Theater. Any unauthorized signage will be removed with the cost of removal charged to Lighthouse Festival Theatre.
- c. Lighthouse Festival Theatre shall recognize the financial and non-financial support of the City (e.g., in providing the parking, utilities, snow removal and landscaping to Lighthouse Festival Theater at no additional cost) in its advertising and promotional activities at such times, places and in such manner as Lighthouse Festival Theatre shall determine, in its discretion and in accordance with its policies and procedures, such promotion and recognition of the City to be subject to the approval of the City, acting reasonably.
- d. Clear and permanent recognition of the City will be reasonably displayed at the Premises in accordance with the policies and procedures of both the City and Lighthouse Festival Theatre and as the City and Lighthouse Festival Theatre may agree, acting reasonably.

4.20 Rates and Fees: Lighthouse Festival Theatre shall:

- a. Collect fees from the user groups contracted to use the Premises, and ensure that user groups are informed of any future annual increase in user group fees in advance of entering into a rental contract.
- b. Be solely responsible for the proper taking, handling, control, safe keeping, and accounting of all payments, regardless of method.
- c. Ensure that rates and fees for services are fair and competitive to encourage maximum participation of the community. Provided the City acknowledges and accepts that during the anticipated Lighthouse Festival Theatre season and preparation thereof, being the months of May through October, Lighthouse Festival Theatre's own programming shall have paramountcy, and nothing in this section 4.21

shall qualify or minimize the discretion of Lighthouse Festival Theatre set out in Article 3 above.

All fees, charges and other payments received Lighthouse Festival Theatre in respect of user groups and other third parties use of the Premises during the Term shall belong, in full, to Lighthouse Festival Theatre.

4.21 City Use of Premises:

Lighthouse Festival Theatre shall provide free use of the Premises to the City for civic functions upon reasonable notice at any time, provided that during the Lighthouse Festival Theatre's season and preparation thereof, being the months of May through October, inclusive, the City's right to use of the Premises shall be restricted in that it shall not unreasonably interfere with the programming of Lighthouse. The City's use of the Premises shall be at its own risk and Lighthouse Festival Theatre shall have no liability with respect to the City's use of the Premises pursuant to this section 4.21.

4.22 Sponsorship, Donations, Fundraising and Grants:

a. Pursuit of Support:

In accordance with their respective policies and procedures, the City and Lighthouse Festival Theatre may, from time to time and as they agree, cooperate to undertake sponsorship, donation, fundraising, and grant application activities in support of its own operations and Improvements at the Premises.

b. Vision Alignment:

Seek out sponsorship opportunities with third parties who have a positive public image, and reflect a high level of integrity, and who reflect the values and maintain operational policies that are not in conflict with the City's, values, mandate or operating policies.

c. In-Kind Contributions:

Acknowledge that the City is providing an in-kind contribution by providing to it the following services at no additional cost:

- i. Non-exclusive access to parking facilities;
- ii. Utilities;
- iii. Snow removal;
- iv. Landscaping and ground maintenance.

d. City Recognition:

The City will receive recognition of ongoing in-kind contributions and its overall financial support, in accordance with Lighthouse Festival Theatre's sponsorship policies and procedures. Clear and permanent

identification of the City will be displayed in adherence to branding guidelines established by the City.

4.23 Reporting: Lighthouse Festival Theatre shall:

- a. Prepare and submit a report, twice annually, to the City's Manager of Parks and Recreation outlining program delivery activities, including an up-to-date copy of all rates and fees, as well as a listing of all user groups (name of each organization), including dates of usage, the total number of days the Premises was utilized by each user group, as well as attendance numbers, revenue, ticket sales, and event schedules for each;
- b. Annually provide the City's Treasurer, via the Manager of Parks and Recreation, with semi-annual reports regarding rental activity, fees collected, profit and loss statements for the period of January 1 to June 30 (submitted by July 30) of every year, and for the period of July 1 to December 31 (submitted by January 30) of every year. Year-end financial statements (including a detailed accounting of all revenues and expenses) prepared for Lighthouse Festival Theatre shall be submitted to the City by November 30, annually. Lighthouse Festival Theatre shall allow the City access to examine financial records pertaining to the management activities of the Premises, upon request.
- c. Annually make a presentation outlining financial performance, program delivery and quality satisfaction to the City's Council.

4.24 Environmental Sustainability:

Demonstrate a commitment to environmental stewardship and, where reasonably practical, adopt and utilize environmentally sustainable operating practices and procurement procedures including, but not limited to, waste reduction/diversion measures, procurement of locally sourced products/materials, water and energy conservation (i.e. purchase and use of Energy STAR-qualified office equipment, electronics, appliances and energy efficient lighting).

4.25 Affordability of Services:

Develop and implement methods to provide affordable access to its events, programs and services to accommodate participation amongst all segments of the community.

4.26 Healthy Food Options:

Promote healthy eating choices, and offer healthy food options for patrons of its events, programs and services, particularly those involving children/youth.

4.27 Health and Safety:

Ensure compliance with all health and safety legislation as stipulated under the *Occupational Health and Safety Act*, and any other federal, provincial or municipal health and safety requirements that apply to the type of work Lighthouse Festival Theatre undertakes, and as it pertains to the safety and security of the Premises and the employees and patrons within. This includes adherence to all City health and safety requirements and procedures related to the procurement and utilization of contracted services. Lighthouse Festival Theatre shall provide the City with access to training records, as it pertains to the *Occupational Health and Safety Act*, for its employees, contractors and volunteers, upon written request.

4.28 Accessibility:

Ensure compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*, or successor legislation.

4.29 Compliance with Laws:

Adhere to all federal, provincial or municipal legislation, regulations, by-laws or orders of all governmental authorities or court having jurisdiction. This includes compliance with applicable City policies, all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Premises or the Lighthouse Festival Theatre's use and occupation thereof including, without limitation, police, fire and health regulations, and save and except as same may be the obligations of the City as outlined herein. Lighthouse Festival Theatre shall not: do or suffer any waste or damage, disfiguration or injury to the Premises; permit any overloading of any part of the Premises; use or permit to be used any part of the Premises for any illegal or unlawful purpose.

4.30 Liens and Encumbrances:

Not do anything to cause a construction lien or other encumbrance to be registered on title to the Premises or any parts thereto.

5. Covenants of the City:

During the Term, the City shall covenant and agree to be responsible for:

5.1 Assignment of Responsibility:

Assign responsibility and authority for the overall scheduling and operating of the Premises to Lighthouse Festival Theatre to be carried out in accordance with this Agreement. With respect to the contracts identified in Schedule "C", shall assign and direct any future payments to Lighthouse Festival Theatre; and any fee, ticket sales or other payments already received by the City in respect of any contract set out in Schedule "C" shall be forthwith paid over, in full, to Lighthouse Festival Theatre and the City shall provide a full accounting to Lighthouse Festival Theatre in respect of those Schedule "C" contracts.

5.2 Management Fee:

Recognize that regular and well use, management and occupation of the Premises may have direct and indirect benefits to the City of Port Colborne, specifically, cultural and economic development benefits. Therefore, in recognition of the these potential contributions towards the cultural and economic development in the City of Port Colborne through its use and occupancy of the Premises, the City shall pay to Lighthouse Festival Theatre a total amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) per year of the Lease, on the first date of December in each year of the term, or additional amount(s) as may be approved by the City's Council. The parties acknowledge and agree that Lighthouse Festival Theatre may lobby the City and its Council for further and other sums during the Term, though the City shall have no obligation whatsoever to provide any additional funding. Notwithstanding the above, Lighthouse Festival Theatre acknowledges and agrees that it is responsible to fully fund the cost of its own operations at the Premises except as otherwise expressly provided herein.

5.3 Taxes:

Be responsible for realty taxes allocated to the Premises.

5.4 Recognition of Sole User:

Recognize Lighthouse Festival Theatre as the sole user of the Premises subject to the City's use in accordance with Section 4.21.

5.5 Parking and Ingress and Egress: The City shall:

- a. Provide non-exclusive use of the parking facilities associated with Roselawn Centre for Lighthouse Festival Theatre, its employees, agents, contractors, licencees, subleases, invitees and guests. Lighthouse Festival Theatre shall have such use of the parking facilities at no additional cost, fee or expense.
- b. The City shall not be responsible for any loss or damage to persons or property, however caused, during the course of Lighthouse Festival Theatre's use of the parking facilities. Illegally parked vehicles may be tagged and/or towed at the owner's expense, such enforcement to be the responsibility of Lighthouse Festival Theatre, at their sole expense.
- c. Lighthouse Festival Theatre may, at its discretion and at its own expense, employ parking attendants to monitor and oversee use of the parking facilities during its operations at the Premises.
- d. The City shall ensure no portions of the sidewalks, entries, passages, doorways or ways of access to the Premises from the outside will be obstructed.

5.6 Heating and Cooling:

The city shall maintain a comfortable level of heating and air conditioning for the Premises to the standard required for similar properties owned or operated by the City.

5.7 Utilities:

The City shall assume the responsibility of the provision of all water, gas, electricity and other utilities used in respect of the Premises and cost of usage of such services.

5.8 Winter Control:

The City shall assume the responsibility and cost of snow and ice removal from the parking lot and sidewalks and other access facilities serving the Premises, in accordance with regulatory minimum maintenance standards, and the policies and procedures of the City to the standard required for similar properties owned or operated by the City.

5.9 Routine Repairs and Maintenance: The City shall:

- a. Be responsible for any and all repairs and replacements to any and all HVAC and utility systems servicing the Premises, in whole or in part, and those parts of Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre's operations therein. Such work shall be performed to a standard, and in a timeframe similar, to that provided to other City facilities; provided that the City understands and agrees that prompt repair and replacement to all HVAC and utility systems is material to the success of operations at the Premises, which include live theatre performances and related programming, and may require attention earlier than would be expected of other City facilities.
- b. Be responsible for any and all structural repairs to and replacements to the Premises and those parts of Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre's operations therein including, without limitation, the cost of replacement of the roof or any component thereof. Such work shall be performed to a standard, and in a timeframe similar, to that provided to other City facilities.
- e. Be responsible for maintenance, repairs and replacements any exterior part of the Premises or Roselawn Centre or lands on which same are situated including, without limitation, landscaping and yard maintenance, to a standard similar to that provided for other City facilities.

5.10 Capital Repairs and Maintenance:

Assume responsibility for any and all capital repairs and replacement to the parking lot, driveway, accessibility infrastructure and other access facilities

associated with the Premises or those parts of Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre's operations therein. Such work shall be performed to a standard, and in a timeframe similar, to that provided to other City facilities.

5.11 Repairs and Maintenance – Scheduling:

- a. As the sole owner of Roselawn Centre, the City shall at all times have the right of access to the Premises for maintenance and repair purposes.
- b. Notwithstanding the above, the City shall take reasonable precautions and attempt to schedule any work related to its responsibilities or to such other parts of Roselawn Centre that may reasonably affect Lighthouse Festival Theatre's operations so as not to unreasonably interfere with the Lighthouse Festival Theatre's operations or those its licencees or subleases and to minimize interference with the Lighthouse Festival Theatre's use and enjoyment of the Premises. Save and except in the case of emergencies, the City shall provide at least three (3) days' notice prior to carrying out any such work related to its responsibilities or to such other parts of Roselawn Centre that may reasonably affect the Lighthouse Festival Theatre's operations (including, without limitation, making repairs, alterations or improvements to the Premises or those parts of Roselawn Centre) and any such work shall not be conducted and the City shall not have access to the Premises during hours in which live performances are being conducted at the Premises. Exceptional circumstances such as those related to health and safety, security, building and equipment failure shall override the notice period.

5.12 Repairs and Maintenance – Requests:

The City shall respond to the normal maintenance of the Premises as may be requested by Lighthouse Festival Theatre, in writing, addressed to the attention of the Manager of Parks and Recreation. From time to time the City may appoint a person or persons as the primary representative of the City for such maintenance and repair requests by Lighthouse Festival Theatre. The City acknowledges and agrees that certain maintenance and repair requests may require prompt attention and resolution by the City given the nature of operations at the Premises. The obligation of the City to repair shall be at the City's discretion and shall be in accordance with the City's obligations to repair and provide maintenance pursuant to the terms of this Agreement.

5.13 Prohibited Access:

Where possible, prohibit access to the Premises from other interior parts of Roselawn Centre, except as may be required under the *Fire Code*.

6. Cooperation Between Parties:

The following outline areas of cooperation and coordination between the City and Lighthouse Festival Theatre:

- a. To promote and maximize arts and culture opportunities to generate positive local economic activity through the provision of programs and services to meet the needs of the community and visitors.
- b. To be mutually supportive of one another in the application for provincial and federal grants.
- c. To be mutually supportive of one another in fundraising initiatives including being sensitive to avoid overlap of campaigns.
- d. To co-operate in an extent that is reasonably possible in areas of staff expertise, equipment maintenance, and facility development to reduce direct operating costs, where possible.
- e. To work together in booking their respective spaces in Roselawn Centre to ensure that activities in one space do not negatively impact the other's operations, provided the City acknowledges and accepts the anticipated Lighthouse Festival Theatre season and preparation thereof, being the months of May through October, has paramouncy.
- f. To not incur expenses on behalf of the other party without having first obtained expressed written permission.

7. Improvements to the Premises:

7.1 Improvements Defined:

In this Section, "Improvements" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed on or in the Premises including doors, hardware, partitions and carpeting but excluding trade fixtures and furniture and equipment not in the nature of fixtures and painting.

7.2 Improvements - Consent:

Lighthouse Festival Theatre will not make in or on the Premises any Improvements without first obtaining the City's consent, which shall not be unreasonably withheld, but such consent may require the submission of drawings and specifications to the City, unless any such Improvements:

- a. does not relate to any of the City's obligations in Section 5 above;
- b. does not affect any historical designation in respect of Roselawn Centre;

- c. is not reasonably expected to affect the structural integrity of Roselawn Centre; and
- d. does not exceed, inclusive of labour but exclusive of any sales tax, the sum of \$5,000.

7.3 Improvements - Funding:

Improvements that require the City's consent and for which consent is obtained, shall be paid for by Lighthouse Festival Theatre. Any improvements made to the Premises shall become property of the City upon their installation.

7.4 Improvements – Recommended:

Lighthouse Festival Theatre may recommend capital equipment and Improvements to the City from time to time, and the City may consider same as part of its budget approval process, but the City is under no obligation to contribute to such capital equipment and Improvements. Lighthouse Festival Theatre acknowledges that the City is not responsible for Improvements and/or repair and maintenance of Improvements, intended to customize the Premises for the particular needs of Lighthouse Festival Theatre.

8. Smoking Prohibited:

Roselawn Centre is designated as a non-smoking facility by the City of Port Colborne and the Niagara Region. Smoking (including vaping, e-cigarettes, and cannabis) is therefore prohibited in and around the Premises. Under this Agreement, Lighthouse Festival Theatre is responsible for strictly enforcing smoking regulations. Failure on the part of Lighthouse Festival Theatre to enforce these regulations with any of its patrons, staff, volunteers and/or personnel will constitute a breach of this Agreement.

9. Indemnification:

- a. Lighthouse Festival Theatre shall defend, indemnify and save harmless the City, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent of and arising out of or attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Lighthouse Festival Theatre, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to, and not in lieu of, any insurance to be provided

by Lighthouse Festival Theatre in accordance with this Agreement, and shall survive this Agreement.

- b. Lighthouse Festival Theatre agrees to defend, indemnify and save harmless the City from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever to the extent of and arising out of or related to Lighthouse Festival Theatre's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by Lighthouse Festival Theatre in accordance with this Agreement, and shall survive this Agreement.

10. Insurance:

10.1 Insurance Held by the City:

The City shall carry appropriate property insurance coverage for Roselawn Centre, including the Premises.

10.2 Insurance Held by Lighthouse Festival Theatre:

Lighthouse Festival Theatre shall obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario for the following coverages:

- a. Commercial General Liability providing for, without limitation, coverage for personal injury including sexual abuse and harassment, public liability and property damage, data liability insurance, and non-owned automobile liability. Such policy shall:
 - i. have inclusive limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for death, injury, loss or damage resulting from any one occurrence;
 - ii. contain a cross-liability clause endorsement and severability of interests clause of standard wording;
 - iii. name the City as an additional insured with respect to any claim arising out of the obligations under this Agreement; and
 - iv. be endorsed to provide that the policy shall not be cancelled or allowed to lapse without thirty (30) days' prior written notice to the parties.
- b. Obtain and maintain in full force and effect all risks property insurance in an amount of at least one hundred percent (100%) of the full (new) replacement cost, insuring:

- i. All property owned by Lighthouse Festival Theatre, or for which Lighthouse Festival Theatre is legally liable, or installed by or on behalf of Lighthouse Festival Theatre, and located within the Premises including, but not limited to, equipment, fixtures, fittings installations, alterations, additions, partitions, and all other leasehold improvements, and;
- ii. Lighthouse Festival Theatre's inventory, furniture and movable equipment.
- c. Lighthouse Festival Theatre will promptly furnish to the City certificates of insurance duly executed by Lighthouse Festival Theatre's insurance brokers evidencing that the required insurance is in force, upon signing of this Agreement and on each and every renewal date of said policy.
- d. The City reserves the right to amend the required insurance coverages and limits as may be reasonable in the circumstances.
- e. Lighthouse Festival Theatre shall immediately notify the City of any occurrences or any event which could reasonably be expected to expose the City or Lighthouse Festival Theatre to material liability of any kind, whether under this Agreement or otherwise.
- f. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Objectionable People:

a. Ejection from the Premises:

The City reserves the right to eject or cause to be ejected from the Premises any objectionable person or persons. Neither the City nor any of its officers, agents or employees shall be liable for any damages that may be sustained by Lighthouse Festival Theatre through the City's exercise of such right.

b. Objectionable Persons Defined:

The term "objectionable persons" shall include but is not limited to those persons who by virtue of disorderly conduct, intoxication, disruptive behaviour, violation of building policy, municipal, provincial or federal law, make the proper conduct of business, or an event, or the enjoyment by others of the event, difficult or impossible.

12. Right to Extend:

Provided that Lighthouse Festival Theatre is not in default of any terms of this Agreement, then, upon delivery of written notice exercising this right given to the City not more than eighteen (18) months and not less than nine (9) months before the expiration of the Term, Lighthouse Festival Theatre shall have the right to extend the Term of this Agreement for the whole of the Premises at the expiration of the Term for a period of five (5) years (the "Extended Term"). The Extended

Term shall be on the same terms and conditions as this Agreement, save and except for provisions concerning the Management Fee and the expenses paid or responsibilities performed by the City under this Agreement. The above terms to be negotiated, shall be negotiated by the parties by taking into account the audited financial statements of Lighthouse Festival Theatre, the reports of community participation, the use of the Premises by use groups and the City's prevailing budgetary restraints.

13. Termination:

13.1 Termination by the City:

In the event there is a material default by Lighthouse Festival Theatre in its performance of any of the terms of this agreement (a "Material Default" being a default which has the effect of depriving the City of its objectives in the entering into of this Agreement), the City shall provide Lighthouse Festival Theatre with written notice of such default. Lighthouse Festival Theatre shall have twenty (20) days from the delivery of the notice to cure the default to the satisfaction of the City, failing which the City may immediately terminate this agreement and all amounts due and owing by either party to the other shall be satisfied by the parties within thirty (30) days of the effective date of the termination.

13.2 Immediate Termination by the City:

Despite any other provision in this Agreement, the City may immediately terminate this Agreement in any of the following circumstances, and in so doing, the City shall not be liable for losses incurred by Lighthouse Festival Theatre:

- a. Lighthouse Festival Theatre becomes bankrupt, becomes insolvent, makes a proposal, assignment or arrangement with its creditors, makes an assignment in bankruptcy, a receiver is appointed to manage Lighthouse Festival Theatre or any steps are taken for the dissolution, winding up or other termination of Lighthouse Festival Theatre's existence;
- b. Lighthouse Festival Theatre is the subject of any claims or causes of action or criminal investigation relating to fraud or mismanagement of Lighthouse Festival Theatre; or
- c. The Premises is declared uninhabitable for reasons of safety by the proper authority.
- d. Lighthouse Festival Theatre or its representatives willfully causes damage to the Premises or willfully or negligently acts in a way which has or may damage the reputation of the City

13.3 Remedies for Default:

- a. In the event there is a default by Lighthouse Festival Theatre in its performance of any of the terms of this Agreement and the default is continuing, the City shall have the right, in addition to any other right or remedy available at law or in this agreement, to:
 - i. bring any proceedings in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by each of the parties hereto that damages at law may be an inadequate remedy for a default or breach of this agreement; and/or
 - ii. remedy the default and be entitled upon demand to be reimbursed by Lighthouse Festival Theatre (and to bring any legal proceedings for the recovery thereof) for any monies expended to remedy any such default and any other expenses (including legal fees on a solicitor and client basis) incurred by the City together with interest at a rate of five percent (5%); and/or
 - iii. bring any action at law as may be permitted in order to recover damages.
- b. The rights available to the parties under this Agreement shall be deemed to be separate and not dependent on each other and no such exercise shall exhaust the rights or preclude the City from exercising any one or more such rights or combination thereof from time to time thereafter or simultaneously.

13.4 Enforcement of Agreement:

Lighthouse Festival Theatre shall pay all damages, losses and expenses, and costs (on a solicitor and client basis) incurred by the City in enforcing the terms, covenants and conditions of Lighthouse Festival Theatre in this Agreement by reason of any intentional or negligent act or omission of Lighthouse Festival Theatre, its employees, agents, volunteers, contractors, subcontractors in executing Lighthouse Festival Theatre's covenants and obligations in this Agreement.

13.5 Dispute Resolution:

- a) A party claiming that a dispute has arise with respect to the interpretation or operation of any part of this Agreement may give written notice to the other party specifying the nature of the dispute, the relief sought and the basis of the relief sought.
- b) Within twenty (20) business days of the receipt of the notice specified in this section 13.5 or, if the dispute relates to a claim of material default, in section 13.1, by the other party, two (2) representatives from Lighthouse Festival Theatre and two (2) representatives from the City shall meet and use their best efforts and good faith to seek a resolution of the dispute.

- c) In the event the dispute is not resolved by the representatives of the parties within twenty (20) business days from the date of delivery of the notice in either section 13.5(a) or 13.1, as the case may be, then either party may refer the dispute to mediation in accordance with and subject to the provision of any mediation legislation in force in Ontario as amended from time to time, and all decisions made pursuant to such mediation shall be final and binding upon the parties hereto.

13.6 Termination by Lighthouse Festival Theatre:

Lighthouse Festival Theatre may terminate this Agreement for any reason whatsoever upon providing six (6) months' written notice to the City. In the event of such termination, the parties shall conduct a full accounting of all amounts due and owing to and by each of the parties hereto for such service and such accounts shall be satisfied by the parties hereto within thirty (30) days of the effective date of termination of this Agreement or part thereof. The City shall assume any user group licenses and shall cooperate with Lighthouse Festival Theatre in the completion of any programming scheduled prior to the date of such written notice.

13.7 Termination by the City:

The City may terminate this Agreement for any reason whatsoever upon providing six (6) months' written notice to Lighthouse Festival Theatre; provided Lighthouse Festival Theatre's scheduled programming season shall be preserved. In the event of such termination, the parties shall conduct a full accounting of all amounts due and owing to and by each of the parties hereto for such service and such accounts shall be satisfied by the parties hereto within thirty (30) days of the effective date of termination of this Agreement or part thereof. The City shall assume any user group licenses and shall cooperate with Lighthouse Festival Theatre in the completion of any programming scheduled prior to the date of such written notice including, without limitation, Lighthouse Festival Theatre's own scheduled season of programming being the months of May through October.

13.8 Uncontrollable Circumstances:

Neither party shall be liable for breach, default or delay in performance of any of its obligations under this Agreement (except an obligation to make payment when due) in the event such party is rendered unable, wholly, or in part, to carry out its respective obligations as a result of an uncontrollable circumstance (referred to herein as an "Uncontrollable Circumstance"). Such party shall be excused from performance only during the period and to the extent that the affected party, acting with all due diligence and dispatch, is prevented from performing by the Uncontrollable Circumstance.

14. State of Repair:

Lighthouse Festival Theatre agrees to leave the Premises undamaged and in a good state of repair and tidy condition, with all refuse gathered and all equipment, supplies and materials under its ownership removed from the building upon termination of this Agreement. At the end of Term, including the exercise of a Renewal or Termination, all capital improvements shall become the property of the City.

15. Lighthouse Festival Theatre as an Independent Contractor:

The parties hereto agree that the Lighthouse Festival Theatre is an independent contractor providing the aforesaid services to the City pursuant to this Agreement, and accordingly all rights and responsibility for the training, instruction, management and control of employees of Lighthouse Festival Theatre shall at all times remain with Lighthouse Festival Theatre. Lighthouse Festival Theatre shall be treated as independent of the City, and shall be responsible at all times, including following termination of this Agreement, for all costs associated with its employees, including wages and salaries, benefits, and unemployment compensation, any associated tax liabilities.

16. Assignment, Subleases:

The provisions of this Agreement shall not be assignable by either party (except as provided herein), and no rights hereunder shall enure to the benefit of any assignee or successor of Lighthouse Festival Theatre, without the City's consent; provided that Lighthouse Festival Theatre shall be permitted, without consent of the City, to sublease or licence all or part of the Premises during the Term and for less than the full Term to any third party for the purposes of that third party carrying out live performances and related activities within the Premises pursuant to the terms of this Agreement, provided Lighthouse Festival Theatre shall remain liable for all its obligations under this Agreement or the Lease during any and all such subleases or licences.

17. Amendments:

The parties agree that if an amendment to any clause of this Agreement is required and the parties are agreeable to it, the amendment shall be made by a written amending Agreement to be executed by all parties. The parties agree to negotiate reasonably and in good faith in the amendment of any clause.

18. Notice:

a. Method of Notice:

Any notice which may be or is required to be given under this Agreement shall be sufficiently given if mailed in Canada, registered and postage prepaid, delivered by prepaid courier or sent by facsimile or other electronic means as provided below:

THE CITY

The Corporation of the City of Port Colborne
66 Charlotte Street

Port Colborne, Ontario L3K 3C8
Attention: Manager of Parks and Recreation

LIGHTHOUSE FESTIVAL THEATRE

P.O. Box 1208
247 Main Street
Port Dover, Ontario N0A 1N0
Attention: Executive Director

b. Deemed Receipt:

Notice shall be deemed to have been received on the date of delivery if such date is a business day (a "business day" being a day that the City's municipal offices at 66 Charlotte Street, Port Colborne are open to the public for business) and delivery is made prior to 4:00 p.m. local time, and otherwise on the next day that is a business day.

c. Days Defined:

For the purposes of this Agreement, the term "days" shall not include Saturdays, Sundays, or paid holidays.

19. Schedule:

The following Schedules, attached hereto, forms part of and are incorporated into this Agreement:

Schedule "A" – Depiction of the Premises

Schedule "B" – Inventory of Equipment and Supplies

Schedule "C" – Assumed Contracts

20. Binding:

This Agreement shall enure and be binding upon the parties hereto, their respective successors and assigns. This Agreement, including the Schedules hereto, supersedes any and all other agreements, whether oral or in writing, between the parties hereto, and subject to any agreement relating to specified services entered into pursuant to this Agreement, contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

21. Severability:

If any term, covenant or condition of this Letter or the application thereof to any person or circumstances is to any extent rendered invalid, unenforceable or illegal, the remainder of this Letter or the applicable term, covenant and condition to persons or circumstances other than those with respect to which it is held invalid,

unenforceable or illegal is not affected thereby and continues to be applicable and enforceable.

22. Freedom of Information and Protection of Privacy:

The parties hereto acknowledge that the provisions of this Agreement and all matters relating thereto may be subject to the disclosure provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

23. Counterparts:

This Agreement may be executed in counterparts and by facsimile transmission, in .pdf format or by electronic transmission, and when each party has executed a counterpart either originally or by facsimile transmission, in .pdf format or by way of an electronically transmitted document and signature, each such counterpart shall be deemed to be an original, and all of such counterparts when taken together shall constitute one and the same document, and each such signature shall be deemed to be an original signature binding the parties to this Agreement.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by their respective authorized signing officers effective this ____ day of _____, 2020.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name: William C. Steele
Title: Mayor

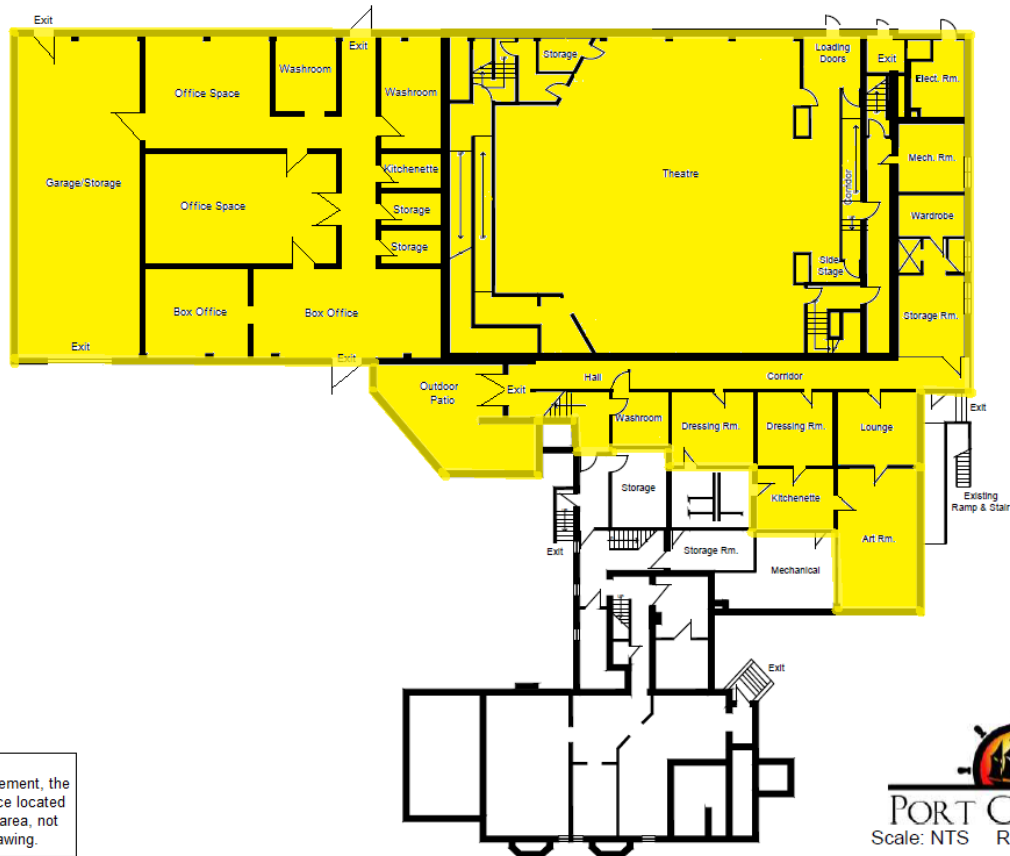
Per: _____
Name: Amber LaPointe
Title: City Clerk
I/We have authority to bind the Corporation

LIGHTHOUSE FESTIVAL THEATRE CORPORATION

Per: Nicole Campbell
Name: Nicole Campbell
Title: Executive Director

Per: Derek Ritschel
Name: Derek Ritschel
Title: Artistic Director
I/We have authority to bind the Corporation

Schedule "A"
Agreement Between The City of Port Colborne and Lighthouse Festival Theatre
Depiction of the Premises



Note:
For the purposes of this Agreement, the Premises includes office space located directly above the Box Office area, not otherwise depicted on this drawing.

Schedule "B"

Agreement Between The City of Port Colborne and Lighthouse Festival Theatre

Inventory of Equipment and Supplies

City Owned Equipment and Supplies:

Sufficient equipment is included with the Premises to enable a functioning theatre and related services for entertainment and the performing arts. The equipment varies in value, age and quality.

Sound Equipment:

Loudspeakers providing complete coverage of the seating area rigged and connected to amplifiers of appropriate power and load handling ability. A mixing console with input channels and appropriate equalization, and patching facilities. Microphone and speaker circuitry from the stage to booth, including:

1. Mackie Model-#SR24-4 \$200
2. Yamaha Graphic Equalizer Model #2031A \$20
3. Behringer Audio Interactive Dynamics Processor Model #MDX2100 \$20
4. DVD/CD PLAYER Panasonic Model #DVD-27 \$15
5. 2 x Crest Audio 450 watt/ 4 ohms per channel Model #Vs900 \$25
6. 4 x Yamaha Model #S112111EH Noise 100 watt Program 200 watt Maximum 400 watt 8 ohms \$150 per
7. 2 x Electro Voice Model #FM-12C 12" 8 ohms 200 watt \$15 per
8. 2 x Shure SM 58 \$80 per
9. Intercom Portable Main Station Model #PS 22 \$100
10. 1 x Remote Speaker Station Model # KB 111A] with Handset Model #HS 6 \$75
11. 1 x 24channel snake SR \$250

Lighting Equipment:

LEKOS:

1. 1 x FROG LX Console \$75
2. 22 x Lee Colortrans 1000watts \$25 per
3. 3 x Altman 750watts \$25 per
4. 3 x LE 750watts \$25 per

5. 6 x Generic 6inch w barn doors \$25 per

FRESNELS:

1. 8 x Colortrans 6inch w barn doors 750watts \$30 per
2. 10 x Colortrans 6inch w barn doors 1000watts \$30 per

BARRELS:

1. 10 x 40 degrees \$20 per
2. 10 x 30 degrees \$20 per
3. 2 x 20 degrees \$20 per

DMX:

1. 4 x 5 pin 25foot \$20 per

ACCESSORIES:

1. 8 x Gobo holders for Lee Instruments \$5 per

DIMMERS:

1. 6 x IPS Dimmer Strips 6 per@1.2K per dimmer \$700
2. 1 x IPS Dimmer Box \$600

Stage Equipment:

Soft goods include a main velour curtain, 2 black velour borders, 2 pair black legs. Rigging system as installed, with all line sets in safe working order.

1. Ladders : (2) small, (1) medium, (1) large
2. Genie lift

Theatre Seating:

The theatre comes equipped with seating to accommodate up to 267 patrons using floor seating, and up to 16 patrons using balcony seating.

Garage – Tools and Equipment:

1. VARIOUS RISERS, FLATS AND SET PIECES
2. BUILDING MATERIALS (plywood, 2 x 4s)

3. 20' x 20' PORTABLE STAGE, with legs, clamps, clips and safety rails (NOTE: the City will continue to be utilize the stage for the purpose of facilitating for City and third party events)
4. TOOLS: 1 chop saw, 1 table saw, various hand tools, various power tools
5. EXTENSION LADDER
6. PIPES (various sizes)
7. PAINT AND PAINTING SUPPLIES
8. STORAGE UNIT (currently housing paint and supplies)
9. MISCELLANEOUS HARDWARE

Additional Equipment (Contributed by Lighthouse Festival Theatre):

The Premises is furnished with the following equipment and supplies, as contributed by Lighthouse Festival Theatre:

Sound Equipment:

1. Behringer x - 32 Compact \$3200
2. 4 x Powered monitors – Yorkville YX10P \$500 per
3. 2 x powered Speakers – Yorkville YX15PC \$750 per
4. 4 x SM58 mics \$125 per
5. 5 x SM57 mics \$125 per
6. 3 x APEX326 with clips \$75 per
7. 1 x APEX 325 \$85
8. 4 x Line 6 XD-V35 (Wireless) \$195 per
9. 4 x Line 6 XD-V35 Receivers in booth \$ 35 per
10. 2 x JBL Lobby Speakers \$50 per
11. 1x PV4x10 Sub \$350
12. 6 x Tall mic stands w boom \$25 per
13. 3 x Straight Stands w round base and boom \$25 per
14. 2 x Mini Stands \$20 per
15. 2 x Speaker Stands \$75 per
16. 6 x Round Bases \$ 35 per
17. 2 x Gooseneck Attachments \$20 per
18. 4 x ART Passive DI \$40 per
19. 2 x ART Dual Passive DI \$70
20. 1 x Radial Stage Bug (Stereo - Laptop) \$75
21. 1 x Shure SCM268 Mic Mixer \$40
22. 1 x Listen: 72MHz Transmitter \$800
23. 6 x Listen: LR-300-072 Recievers \$150 per
24. 1 x Mac Mini w Qlab \$800
25. 1 x PRESONUS \$250
26. 1 x Midas DL 16x8 Stage Box \$1800

Communication Equipment:

1. Belt Packs (4) \$100 per
2. Headsets (6) \$50 per

Lighting Equipment:

1. STRAND (8) [6 x 9] \$35 per
2. STRAND (3) [6 x 12] \$35 per
3. COLORADO ZOOM LEDs (6) \$280 per
4. COLORTAN LEKOS(10) \$400 per
5. ETC Element Console \$4600

Masking:

1. BLACK LEGS (3)
2. BLACK BORDER (1)

The Corporation of the City of Port Colborne

By-Law No. _____

Being a By-Law to Amend By-Law No. 89-2000,
Being a By-Law Regulating Traffic and Parking on
City Roads (Fares St)

Whereas at its meeting of April 12, 2021 the Council of The Corporation of the City of Port Colborne (Council) approved the recommendation of Community Safety and Enforcement Department, Report No. 2021-105, Subject: Traffic and Parking on City Roads Fares St.

Whereas Council is desirous of amending the provisions of By-law 89-2000, Being a By-law Regulating Traffic and Parking on City Roads, as amended, in accordance with the recommendations in the above referenced report.

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

1. That Schedule “B” Standing Prohibitions to By-law 89-2000 as amended, be further amended by deleting therefrom the following:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>		<u>Column 4</u>
Highway	Side	From	To	Times/Days
Fares St	East	74 m north of Bell St	70 m north therefrom	8.a.m.- 6.p.m. Mon - Fri

2. That Schedule “B” Standing Prohibitions to By-law 89-2000 as amended, be further amended by adding thereto the following:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>		<u>Column 4</u>
Highway	Side	From	To	Times/Days
Fares St	East	44 m north of Bell St	144 m north of Bell St	8.a.m.- 6.p.m. Mon - Fri

3. That this by-law shall come into force and take effect on the passing, subject to the display of official signs.

Enacted and passed this 12th day of April 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 adopt, ratify and confirm
the proceedings of the Council of The
Corporation of the City of Port Colborne at
its Regular Meeting of April 12, 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 April 12, 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 12th day of April, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk