

**City of Port Colborne
Council Meeting Agenda**

Date: June 14, 2021
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
 66 Charlotte Street, Port Colborne

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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.

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12. Regional Councillor's Report

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14. Councillors' Remarks

15. Consideration of Items Requiring Separate Discussion

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20. Confidential Items

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

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| 20.1. | Chief Administrative Office Report 2021-157, Nyon Energy Lands and the Nyon Tank Farm property |
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21. Procedural Motions

22. Information items

23. Adjournment



Memorandum

To: Mayor Steele and Members of Council
**From: Karen Walsh, Executive Administrative Assistant,
Economic Development and Tourism Division**
Date: June 14, 2021
Re: June is Seniors' Month Proclamation

The Senior's Advisory Council would like City Council to proclaim June 1-30, 2021 as "Seniors' Month" in the City of Port Colborne.

A special flag will be flown at City Hall during the month of June.

Each June the Government of Ontario proclaims that June is Seniors' Month to celebrate our seniors and to recognize the contributions they continue to make in our City.

Please see attached proclamation.

Sincerely,

Karen Walsh
Executive Administrative Assistant, Economic Development and Tourism Division
Staff Liaison for Senior's Advisory Council



PORT COLBORNE

June 14, 2021

Moved by Councillor
Seconded by Councillor

WHEREAS Seniors' Month is an annual province-wide celebration; and

WHEREAS seniors have contributed and continue to contribute immensely to the life and vibrancy of this community; and

WHEREAS seniors continue to serve as leaders, mentors, volunteers and important and active members of this community; and

WHEREAS their contributions past and present warrant appreciation and recognition and their stories deserve to be told; and

WHEREAS the health and well-being of seniors is in the interest of all and further adds to the health and well-being of the community; and

WHEREAS the knowledge and experience seniors pass on to us continues to benefit all;

NOW THEREFORE, I, Mayor, William C. Steele, proclaim June 1 – 30, 2021 as “**Seniors' Month**” in the City of Port Colborne and encourage all citizens to recognize and celebrate the accomplishments of our seniors.

William C. Steele
Mayor

City of Port Colborne

Council Meeting Minutes

Date: Tuesday, May 25, 2021
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

Members Present: M. Bagu, Councillor
R. Bodner, Councillor
G. Bruno, Councillor
F. Danch, Councillor
D. Kalailieff, Councillor
W. Steele, Mayor (presiding officer)
H. Wells, Councillor

Member(s) Absent: E. Beauregard, Councillor
A. Desmarais, 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

4. Adoption of Agenda

Moved by Councillor D. Kalailieff
Seconded by Councillor G. Bruno

That the agenda dated May 25, 2021 be confirmed, as circulated.

Carried

5. Disclosures of Interest

6. Approval of Minutes

6.1 Regular Meeting of Council - May 10, 2021

Moved by Councillor M. Bagu

Seconded by Councillor F. Danch

That the minutes of the regular meeting of Council, held on May 10, 2021, be approved as presented.

Carried

7. Staff Reports

Moved by Councillor H. Wells

Seconded by Councillor R. Bodner

That items 7.1 and 7.2 be approved, and the recommendations contained therein be adopted.

Carried

7.1 COVID Update May 2021 (2021-145)

That Chief Administrative Office Report 2021-145 be received for information.

7.2 Block Assessments Through the Drainage Act (2021-144)

That Engineering and Operations Department Report 2021-144 be received;

That the Drainage Superintendent be directed to instruct the appointed Engineer, Brandon Widner of Spriet Associates Engineers and Architects to assess the urban areas of the Biederman and Eagle Marsh Drain through block assessment.

8. Correspondence Items

Moved by Councillor H. Wells

Seconded by Councillor R. Bodner

That items 8.1 to 8.4 be received for information.

Carried

8.1 Town of Lincoln - Climate Change Adaptation Plan and Crisis

8.2 Niagara Region - 2020 Reserve Water and Wastewater Treatment Capacities

8.3 Municipality of Leamington - Advocacy for Reform of MFIPPA Legislation

8.4 Township of McKeller - Tax Breaks on 2020 CERB Payments

9. Presentations

9.1 Bruce O'Hare, President, Lakeshore Excursions - Cruise Ship Business Case

Bruce O'Hare, President of Lakeshore Excursions, provided a presentation with respect to the Cruise Ship Business Case and responded to questions received from Council.

10. Delegations

10.1 Dave Bodner - Request to receive exemption to attend Centennial Park - Cedar Bay Beach

Moved by Councillor M. Bagu

Seconded by Councillor D. Kalailieff

That consideration of Dave Bodner's request to receive an exemption to attend Centennial Park - Cedar Bay Beach, be referred to the Director of Corporate Services/Treasurer in order to investigate potential solutions.

Carried

11. Mayor's Report

A copy of the Mayor's report is attached.

12. Regional Councillor's Report

13. Staff Remarks

13.1 Victoria Day Long Weekend Parking (Cartwright)

The Director of Community Safety & Enforcement provided Council with a summary of the parking infractions that occurred across the City during the Victoria Day long weekend.

13.2 Beaches/PORTicipate Passes Update (Boles)

The Director of Corporate Services/Treasurer provided Council with a status update on the PORTicipate passes, noting that to date, 3,000 residents have registered to receive a pass. The Director further updated Council on the Centennial Park - Cedar Bay Beach and Nickel Beach activity over the Victoria Day long weekend, indicating that the beaches opened on Saturday for the season.

13.3 Barricades at H.H. Knoll Lakeview Park (Boles)

The Director of Corporate Services/Treasurer informed Council that during the Victoria Day long weekend, staff placed barricades at H.H. Knoll Lakeview Park near the boat ramp to assist with the direction of traffic in anticipation of a busy weekend at the boat ramp.

13.4 Sugarloaf Marina Update (Boles)

The Director of Corporate Services/Treasurer provided Council with an update on Sugarloaf Marina's activity from the time of opening to the current date.

13.5 Monthly Water Billing (Boles)

The Director of Corporate Services/Treasurer informed Council that Finance staff have been able to move up the start date of monthly water billing to July. He further indicated that June will be the last bill within the current cycles.

14. Councillors' Remarks

14.1 Responses to Residents (Bagu)

In response to Councillor Bagu's inquiry regarding the amount of time permitted for staff to respond to resident inquiries, the Chief Administrative Officer reported that there is a City staff policy on responding to voicemails from residents and that CityWide monitors the various steps taken to respond to inquiries.

14.2 Nickel Beach Welcome Lifeboat Sign (Bagu)

Councillor Bagu commended City staff for their work on the Welcome Lifeboat sign at Nickel Beach.

14.3 Port Colborne Farmers' Market (Bagu)

Councillor Bagu indicated that he was very happy to see the Port Colborne Farmers' Market open for the season.

14.4 Parking Signs on the City-owned Firelanes (Wells)

In response to Councillor Wells' inquiry regarding whether parking signs will be posted on the City-owned Firelanes, the Director of Community Safety & Enforcement advised that the parking signs will not be posted on the City-owned Firelanes but rather, the privately owned Firelanes.

14.5 Homelessness and Crime (Danch)

Councillor Danch expressed concern regarding the amount of crime and homelessness present in the City and inquired as to whether the City can do anything to improve this. The Chief Administrative Officer informed Council that should any member of the public witness a crime, that it should be reported to the Niagara Regional Police. The Chief Administrative Officer further reported that should any member of the public witness someone needing intervention or assistance, that it should be reported to Community and Social Services Help Line by calling 211 and an outreach worker will be assigned to the individual. The Chief Administrative Officer concluded by indicating that the City's Communications team will work with the Niagara Regional Police Communications team in order to spread this information to the public.

14.6 Staffing Inquiries (Bruno)

Councillor Bruno reported that he received a resident inquiry with respect to the two new managerial job postings and whether there will be an effect on the City's budget as a result. The Director of Corporate Services informed Council that the Corporate Services Department staff head count will remain the same and that there is a slight budgetary differential which will be offset by the reorganization that occurred earlier in the year. The Councillor also noted that the resident expressed concern about the Chief Administrative Officer's raise in salary. The Chief Administrative Officer advised that the annual salary disclosure documents do not provide any context for how the figures have been compiled and that there are various factors that affect increased figures from one year to the next.

14.7 Commercial Sign Removal (Bruno)

Councillor Bruno expressed gratitude towards Public Works and By-law staff for removing commercial signs that have been placed throughout the City. The Councillor further encouraged the public to notify City staff if they see a commercial sign placed somewhere it isn't supposed to be.

14.8 Jacob E. Barrick Park (Bruno)

Councillor Bruno expressed appreciation towards City staff for their prompt attention and investigation into a resident's concerns regarding safety and unfavourable behaviour occurring at Jacob E. Barrick park.

14.9 Retirement of Tom Cartwright (Bruno)

Councillor Bruno reported on the approaching retirement of Tom Cartwright, currently Director of Community Safety & Enforcement and previous Fire Chief, which is occurring at the end of June. The Councillor expressed sincere gratitude towards Tom Cartwright for his years of dedicated service to the City and encouraged others to reach out to Tom before his last day.

15. Consideration of Items Requiring Separate Discussion

15.1 2021 Corporate Services Update (2021-153)

Moved by Councillor G. Bruno
Seconded by Councillor F. Danch

That Corporate Services Department Report 2021-153 be received.

Carried

15.2 2020-2023 Strategic Plan (2021-146)

Moved by Councillor G. Bruno
Seconded by Councillor D. Kalailieff

That Chief Administrative Office Report 2021-146 Subject: 2020-2023 Strategic Plan, be received for information; and

That Council adopt the draft 2020-2023 Strategic Plan attached as Appendix A.

Carried

15.3 Proposed Draft By-law Non-Parking Administrative Penalty System (2021-150)

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

That Community Safety and Enforcement Department Report 2021-150 be received for information.

Carried

15.4 Recommendation Report for Zoning By-law Amendment D14-01-21, 836 Lorraine Road (2021-152)

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

That Planning and Development Department Report 2021-152 be received; and

That the Zoning By-law Amendment attached as Appendix A to Planning and Development Report 2021-152 be approved.

Carried

16. Motions

16.1 Memorandum from Councillor Bruno and Councillor Bodner - Niagara Central Dorothy Rungeling Airport (NCDRA)

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

Whereas Port Colborne Council approved a motion on May 14, 2018, supporting the common position resolution regarding the uptake of governance and the transfer of operating authority of the Niagara Central Dorothy Rungeling Airport (NCDRA) and Niagara District Airport (NDA); and

Whereas the NCDRA Commission can be self sustaining under the new strategic direction and plan;

Therefore it be resolved that the City of Port Colborne rescinds the approved motion of council regarding the uptake of governance for the

transfer and operating authority of the NCDRA and NDA to the Niagara Region; and

That Port Colborne Council approves retaining the governance and ownership NCDRA; and

That a copy of this resolution be forwarded to the Town of Pelham, Town of Wainfleet, and City of Welland for consideration and support, and further

That a copy of this resolution be forwarded to the Niagara Region and Niagara Region Municipalities for support.

Carried

17. Notice of Motions

18. Minutes of Boards & Committees

19. By-laws

Moved by Councillor H. Wells

Seconded by Councillor D. Kalailieff

That items 19.1, 19.2, and 19.4 be enacted and passed.

Carried

19.1 By-law to Amend Zoning By-law 6575/30/18 Respecting 836 Lorraine Road

19.2 By-law to Adopt Amendment No. 8 to the Official Plan for the City of Port Colborne

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

19.3 By-law to Amend Zoning By-law 6575/30/18 Respecting 72 Killaly Street East and Vacant Lands to the North and East

Moved by Councillor H. Wells

Seconded by Councillor D. Kalailieff

That item 19.3 be enacted and passed.

Carried

- 20. Confidential Items**
- 21. Procedural Motions**
- 22. Information items**
- 23. Adjournment**

Mayor Steele adjourned the meeting at approximately 9:43 p.m.

William C. Steele, Mayor

Amber LaPointe, City Clerk

City of Port Colborne

Council Meeting Minutes

Date: Monday, June 7, 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
F. Danch, Councillor
A. Desmarais, Councillor
D. Kalailieff, Councillor
W. Steele, Mayor (presiding officer)
H. Wells, Councillor

Member(s) Absent: G. Bruno, Councillor

Staff Present: A. LaPointe, Acting Director of Planning and Development/City Clerk
S. Luey, Chief Administrative Officer
C. Madden, Deputy Clerk (minutes)
D. Schulz, Planner

1. Call to Order

Mayor Steele called the meeting to order.

2. National Anthem

3. Adoption of Agenda

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

That the agenda dated June 7, 2021 be confirmed, as circulated.

Carried

4. Disclosures of Interest

5. Staff Reports

5.1 Recommendation Report for a Temporary Draft Plan Extension to the Chippawa Estates Subdivision, 2021-164

Moved by Councillor H. Wells

Seconded by Councillor A. Desmarais

That Planning and Development Department Report 2021-164 be received;

That the By-law attached as Appendix A of Planning and Development Report 2021-164 be approved, temporarily extending the Chippawa Estates Draft Plan of Subdivision for 45 days;

That Planning staff initiate the circulation to internal departments and agencies interested in the request; and

That the property owner and agent be notified accordingly.

Carried

6. By-laws

Moved by Councillor M. Bagu

Seconded by Councillor D. Kalailieff

That items 6.1 and 6.2 be enacted and passed.

Carried

6.1 By-law to Amend By-law No. 5494/91/10 Respecting Chippawa Estates

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

7. Procedural Motions

8. Information items

9. Adjournment

Mayor Steele adjourned the meeting at approximately 6:33 p.m.

William C. Steele, Mayor

Amber LaPointe, City Clerk

Subject: Niagara Living Wage Certification

To: Council

From: Corporate Services Department

Report Number: 2021-166

Meeting Date: June 14, 2021

Recommendation:

That Corporate Services Department Report 2021-166 be received;

That Council endorse the commitment to become a Certified Living Wage Employer at the Leader level as of June 20, 2021; and

That Council endorse the commitment to reaching the Champion level by June 30, 2023.

Purpose:

This report has been prepared in response to past Council direction to investigate the potential for the City to become certified as a Living Wage Employer.

Background:

In the past, Council received a presentation from staff at the Ontario Living Wage Network, and at the time Council directed staff to refer the discussion to the 2020 Budget process. Due to COVID constraints on the City budget process, this discussion did not take place during the 2020 and 2021 budget years. In the absence of that discussion, staff have prepared this report.

On February 22, 2021, the City of St. Catharines announced that it would make an application to become a “certified living wage” employer becoming one of the few municipalities in Ontario to do so. This commitment has a target date of December 31, 2024 which included meeting the level three designation as “Champion”. This motion has been circulated to all local area municipalities.

Should the City of Port Colborne decide to make a similar application to become a certified living wage employer, this report endeavours to outline the social benefits, costs, as well as the opportunities of achieving all three levels including the “champion” certification. This would ensure that all full-time and part-time employees are paid a living wage as well as all external contracted (third party) employees that provide various services to the City on a regular basis. For all intents and purposes, the City of Port

Colborne is already a living wage employer for full time, permanent staff without the certification. By becoming a Certified Living Wage Employer, we are holding true to our Corporate Values of Integrity, Respect, Inclusion, Responsibility and Collaboration and our commitment to supporting and investing in our greatest asset – our Employees.

Discussion:

At present, the Ontario Living Wage Network has determined the living wage in the Niagara area to be \$18.12 per hour, which is calculated to be the hourly wage rate necessary to cover basic living expenses such as food and shelter.

This living wage may rise over time as rates are reviewed and calculated annually by the Ontario Living Wage Network. According to their website, the living wage is determined regionally and currently differs across the province.

Municipality	Living Wage per hour
Region of Waterloo	\$16.35
City of Hamilton	\$16.45
Haldimand Norfolk	\$16.58
City of Guelph	\$17.00
Region of Durham	\$17.00
Simcoe County	\$18.01
Region of Halton	\$20.38
City of Toronto	\$22.08

The minimum wage for the province of Ontario is \$14.25 per hour.

The Ontario Living Wage initiative is a network of employers, employees, non-profit organizations, community groups and proponents of decent work and living standards for all Ontario workers. The purpose of the Ontario Living Wage Network is to strengthen and support local community efforts and provincial initiatives to encourage employers across Ontario to provide decent work that pays a living wage for all of their employees.

The living wage for the Niagara Region is calculated by the Niagara Poverty Reduction Network using the National Living Wage Framework developed by the Canadian Centre for Policy Alternatives. The Niagara Poverty Reduction Network is led by committee coordinators from various community membered organizations in the Niagara region.

A living wage is the broad consensus on the hourly wage a worker needs to earn to cover their basic expenses and participate in their community. It is not the same as the minimum wage, which is the provincially legislated minimum all employers must pay.

Rather, living wage sets a higher test and reflects the amount people need to earn to cover the actual costs of living in their community. This is done by drawing on community-specific data to determine the expenses to a family with two working adults and two children.

To become a certified Living Wage Employer, there are three phased (3) levels of certification as follows:

Supporter: All permanent, full-time employees are paid a living wage. Employers are committed to begin raising the pay of all part-time employees to the living wage.

Leader: All permanent full-time and part-time employees are paid a living wage. Employers are also committed to including living wage in service contracts for externally contracted (third party) employees that provide service on a regular basis.

Champion: All permanent full-time and part-time employees are paid a living wage, and all externally (third party) contracted staff that provide service on a regular basis are also paid a living wage or will be when the contract renews

With St. Catharines applying for certification as “Living Wage Employer”, they will become the fifth municipality in the province of Ontario to achieve this designation. Other municipalities include Cambridge, Kingston, North Perth and the County of Huron. To date, no Municipality has achieved the “Champion” level.

Should the City of Port Colborne be interested in becoming a Living Wage employer and obtain the level 3 “Champion” certification, it must commit that the contracted employees who provide services to the City on a regular on-going basis (at least 120 hours per year) are paid at least the Niagara living wage (i.e. janitorial cleaners, security, window cleaners, and landscapers, etc.). However, ad hoc contract work is exempt.

Bidders and contracted services are not required to disclose the rates of pay of their employees. Without this information, estimating the potential cost of becoming a Living Wage Employer is difficult. Current contracts do not have language to enable the City to request this disclosure of information from private businesses.

As part of the Living Wage certification, Employers are not required to renegotiate existing contracts before they come up for renewal. However, all future agreements or contracts would contain a living wage clause and requirement. The certification program is based on an honour system and audits are not performed on living wage employers, including external contracted services.

It is difficult to determine the impact of an open, fair and competitive bidding process should external contractors be required to pay the living wage. One might assume if companies are required to pay the living wage, there may be less bids or higher bids for City services. Due to economies of scale, larger companies may be better positioned to bid on tenders.

With regard to the current bidding process, qualified tenders are based on low bid which will require new legal language to the City's requests for proposals. Staff are confident that this language can be incorporated into new contracts and renewed contracts on the timeline specified in this report.

The number of service contracts in place with vendors that could be impacted by the living wage criteria varies throughout the year, however, staff are confident that many contractors are already paying the living wage and that enough notice will be provided to those who will be required to adjust their hourly pay rates for work done on City of Port Colborne premises so that they can plan accordingly.

Benefits	Challenges
Improved attraction and retention	Higher cost of wages and benefits for crossing guards, seasonal marina staff, part time museum custodian, contract staff and students, etc.
Positive community branding as socially responsible Employer	Higher cost of tenders/external services and impact on competitive bidding process
Assists in addressing poverty in community	Salary compression for some positions and indirect associated costs
More consumer spending power in the community	Control over "living wage" annual increases (determined by OLWN)
Less absenteeism, improved employee engagement	Impact on City budget, tax levy and external contractors

Financial Implications:

To become an Ontario Living Wage employer at the Leader level would approximately cost the City an additional \$45,689 annually in today's dollars. This would mean all permanent full-time and part-time staff would be paid at least the hourly Niagara living wage rate of \$18.12 per hour. This total does not include the cost of students who may be deemed excluded from the Living Wage Program. It is estimated that the approximate cost to the City to include students in this program would be \$95,269 annually in today's dollars. Staff recommend that a separate review of Student wages be conducted to ensure rates are competitive to the market.

In addition, as a funded organization of the City, the Port Colborne Historical & Marine Museum would also need to adjust hourly rates at an anticipated additional cost of \$5,023 per annum. This brings the total costs of "Level 1 and 2" to approximately \$50,712 for the 2022 fiscal year. If the living wage program had been implemented for

the 2021 budget, this would represent a 0.25% increase to the tax levy without any offsetting of other expenditure costs.

Given the limited information available, it is not possible to estimate the cost to external contractors or cost implications on future tendering. As identified, staff are confident many contractors are already paying at the living wage. If a City's regular service contractors paid an hourly rate equal to the minimum wage, an increase to the living wage would be an increase of 34% to their current payroll per employee. To be able to estimate the total financial impact to the City, we would need to know the total increase in labour costs that vendors would pass onto the City in future tenders through the competitive bidding process. This may also exclude some companies from bidding on the services.

The City would be required to sign a licensing agreement for certification and pay an annual fee of \$400 per year to the Ontario Living Wage network.

Conclusion:

At the time of writing this report it is estimated that the cost of implementing the Living Wage Program as of July 2, 2021, would be an estimated \$25,356.14 for the remainder of 2021. Staff are confident that this increase can be absorbed into the current budget with no increase due to available funds that have resulted from staff turnover and delayed projects.

Staff recommend that the City commit to becoming a Certified Living Wage Employer at the Leader level as of June 20th, 2021, this date coincides with the start of a new pay period. Staff further recommend that the City commit to reaching the Champion level by June 30, 2023.

Appendices:

- a. Living Wage Certification Presentation by Anne Coleman, Program Manager of Ontario Living Wage Network

Respectfully submitted,

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

Mary Murray, MIR, CHRL
Manager, Human Resources
(904) 835-2900 Ext. 309
Mary.Murray@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.

Living Wage Certification




What is a Living Wage?

A living wage is the hourly wage a worker needs to earn to cover their family's basic expenses within their community.

A living wage is a practical tool for reducing poverty through paid work.



A vibrant background image featuring the Niagara Falls on the left, a lush green park with a walking path and people on the right, and a city skyline with tall buildings in the distance under a clear blue sky.

2019 LIVING WAGE
\$18.12
Niagara Region



The Benefits of Paying a Living Wage

Good For People

Better quality of life, improved health, out of poverty

Good For Business

Higher retention rates

Less money spent on hiring and training

Good For Community

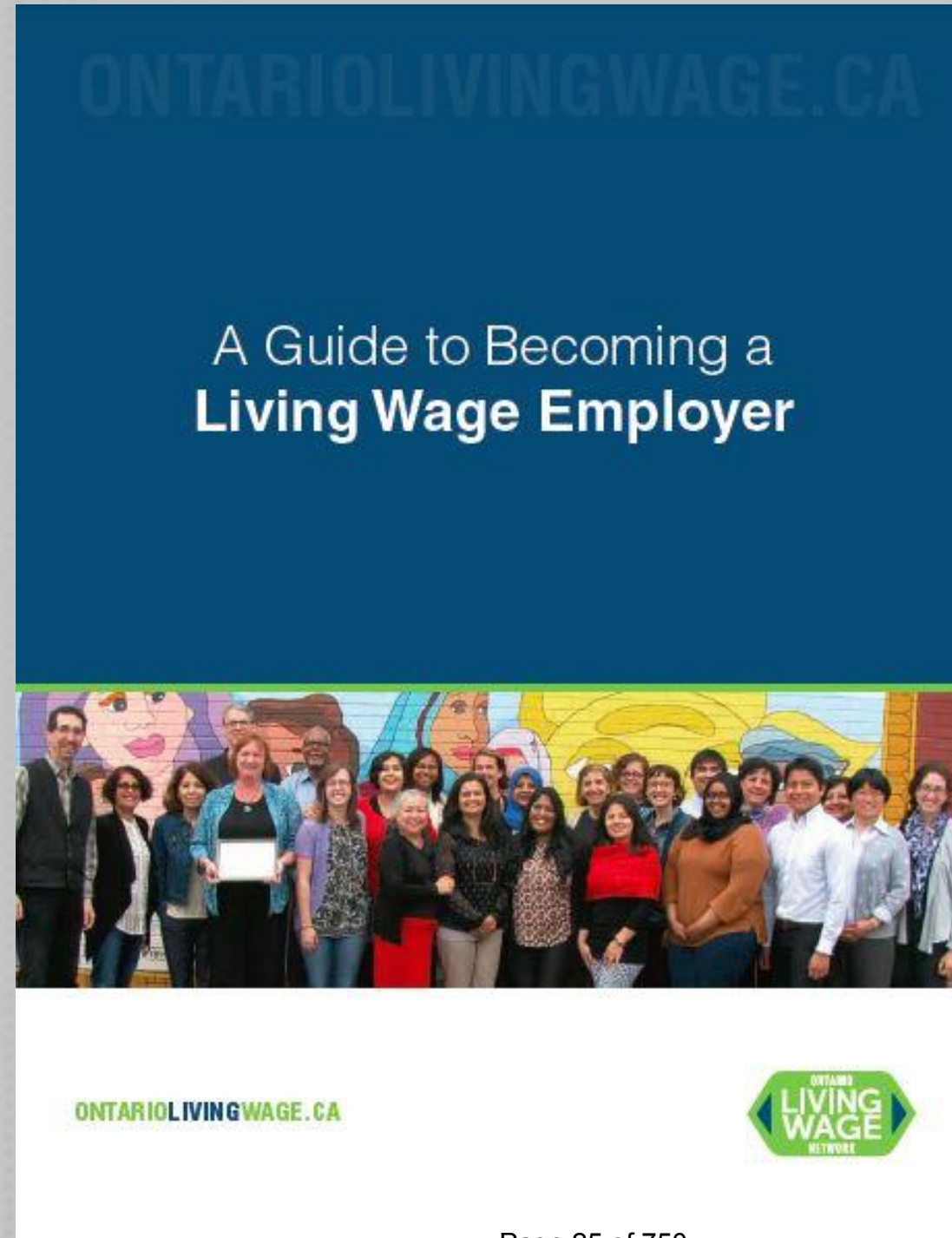
Greater consumer spending power

Increased spending in local community

Increased civic participation



Employer Certification Program



Employer Certification Program

Direct and Indirect Employees

Direct employees include permanent employees and contract staff who are on the payroll of the employer.

Indirect or externally contracted staff refers to staff that many businesses use to provide services such as janitorial, security, or catering. It includes contractors working on their own account, such as an independent cleaner or bookkeeper, and staff of a business contracted to do regular work for the organization on site.



Employer Certification Program

Phased-in Implementation

Supporter

All direct full-time employees are paid a living wage. Committed to begin raising the pay of all direct part-time employees to the living wage rate.

Leader

All direct full-time and part-time employees are paid a living wage. Committed to including living wage in service contracts for externally contracted (third party) employees that provide service on a regular basis are paid a living wage.

Champion

All direct full-time and part-time employees are paid a living wage, and all externally (third party) contracted staff that provide service on a regular basis are paid a living wage or will be when the contract renews.





Anne Coleman

Manager@ontariolivingwage.ca



Subject: 2020 Year End Review – Fire and Emergency Services

To: Council

From: Community Safety & Enforcement Department

Report Number: 2021-161

Meeting Date: June 14, 2021

Recommendation:

That Community Safety and Enforcement Department Report 2021-161, be received for information purposes.

Purpose:

The Fire Chief has prepared this report to outline the highlights of the Fire Service in 2020.

Background:

The Director of each department has been tasked with providing Council with a year-end review. The review is to provide Council with the insight into various activities/functions that each department provides within the City structure.

Discussion:

Fire safety and fire fighter safety are and always will be the Department's number one concern. All fire deaths are preventable. Unfortunately, fires will always occur; through public education and enforcement, lives can be saved, and fires mitigated to an acceptable level. Prevention and education are key to a safety community.

COVID-19 has created many obstacles to providing fire safety to the community. The dedicated team has come up with many creative ways to ensure residents continue to receive important fire safety messages.

Fire fighting resources, and properly maintained apparatus and equipment assist in keeping fire fighters safe. Fire staff are now trained to recognized standards and this has been highlighted in the year-end review.

Financial Implications:

There are no financial implications.

Public Engagement:

In the year-end review, Council will note the many creative ideas staff have been able to put in place to ensure that the fire safety message is passed on to the residents of Port Colborne.

Conclusion:

The year end review is being provided to Council for information purposes only.

Appendices:

- a. Year End Review
- b. Power Point Presentation

Respectfully submitted,

Scott Lawson
Fire Chief
905-834-4512, extension 402
scott.lawson@portcolborne.ca

Report Approval:

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



Port Colborne Fire & Emergency Services

2020 Year End Review

3 Killaly Street West
Port Colborne ON, L3K 6H1
Tel: 905-834-4512
Email: scott.lawson@portcolborne.ca

http://portcolborne.ca/page/fire_and_emergency_services



PortColborneFire



@Port_Fire

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Message from Chief Lawson

As the new Fire Chief of Port Colborne Fire & Emergency Services, it is my pleasure to present the 2020 Annual Year End Review.

2020 was a challenging year with the COVID-19 pandemic impacting nearly every aspect of services the Fire Department provides to the citizens of Port Colborne. Despite the challenges of providing emergency and non-emergency services during a pandemic, our dedicated staff continues to deliver exceptional services when called upon.

Despite the above-mentioned challenges, our Fire Department finished 2020 strong. The two year process of getting all personnel certified to National Fire Protection Association (NFPA) standards was completed in early December. All our suppression staff are now certified up to Fire Fighter II along with hazardous materials operations giving them the distinction of being a certified fire fighter in the Province of Ontario.

Emergency Management was a major focus in 2020 with not just our involvement in managing the City's response to the pandemic from the Emergency Operation Centre, but also a small tornado touchdown on September 4th and the windstorm of November 15th. All events highlighted a resilient Fire Department operating within a resilient City.

Our continued goal is to create a healthy community for our staff, residents and visitors. As we look forward to 2021, we see challenges on the horizon in the form of service demand and more extreme weather events. Port Colborne Fire & Emergency Services is a team of dedicated professionals who are committed to providing exceptional service to our community.

I am exceptionally proud of our career and volunteer men and women that serve in all areas of Port Colborne Fire & Emergency Services, they are skilled, dedicated professionals who are pushed to their physical, mental and emotional limits on a regular basis.

The following is a synopsis of Port Colborne Fire & Emergency Services in 2020. We look forward to continuous improvement and a continued high level of service to our community.



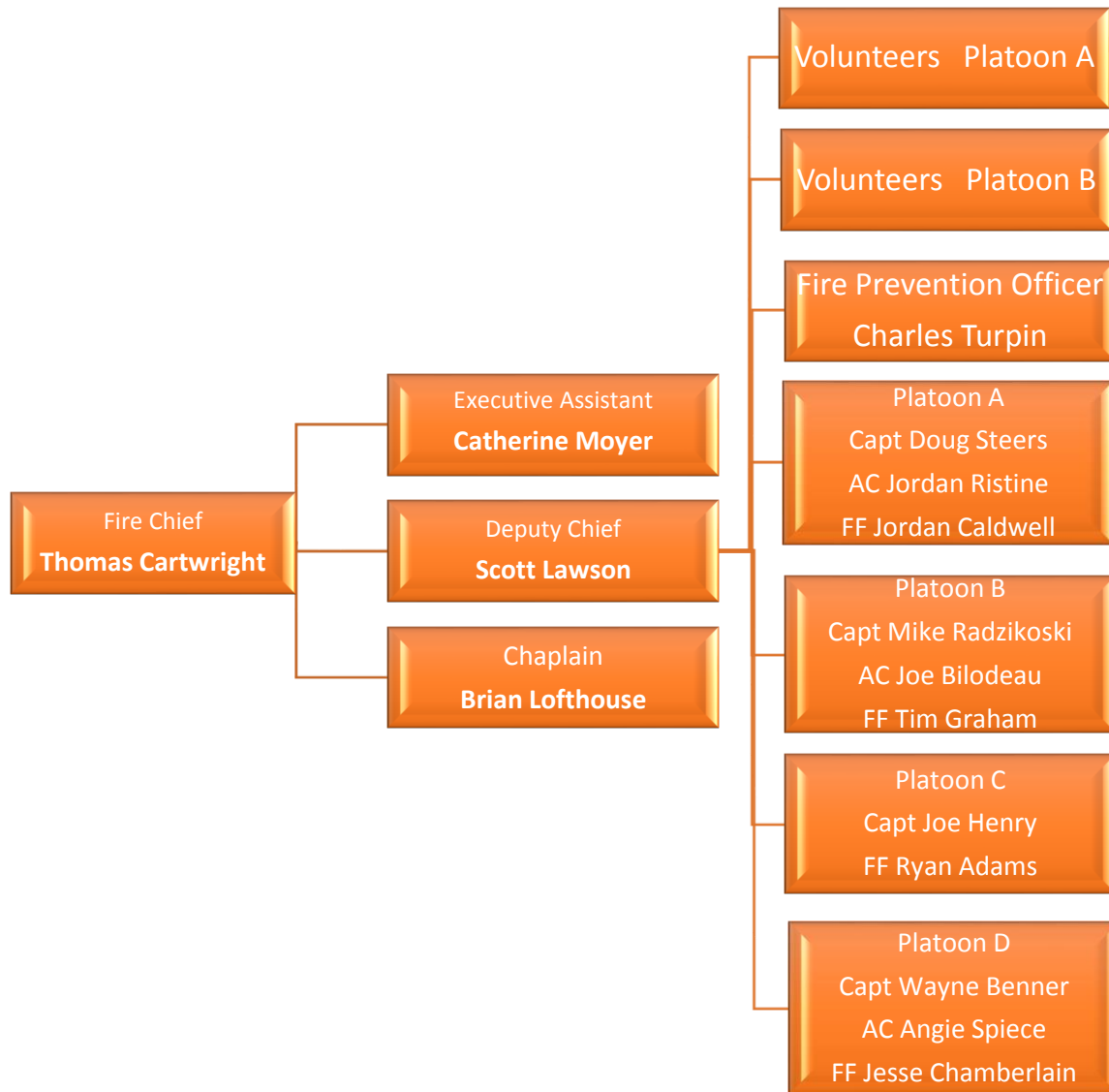
Who We Are – What We Do

Port Colborne Fire & Emergency Services provides City of Port Colborne's residents, visitors, and businesses with protection against loss of life, property, and the environment from the effects of fire, illness, accidents, and all other hazards. We do this through preparedness, prevention, public education and emergency response, with an emphasis on quality services, efficiency, effectiveness, and safety. Port Colborne Fire & Emergency Services is comprised of 15 full-time staff and approximately 36 volunteer fire fighters operating from one strategically located fire station.

Emergency calls are received by the St. Catharines Fire Dispatch Centre, who then dispatch crews. Depending on the call, only the duty crew responds. These calls include medicals, vehicle fires, burning complaints and assistance calls to name a few. For incidents larger in nature, the volunteers will be paged out for labor and to transport specialized apparatus on scene. Upon receiving a general alarm, the volunteer fire fighters respond to the station, don their personal protective equipment and then respond to the incident. These calls include motor vehicle accidents, structure fires and alarm systems to name a few.

In addition to providing an all-hazards response within the City of Port Colborne, Port Colborne Fire & Emergency Services responds to hazardous material incidents in the Niagara Region to supply decontamination services. We also will respond to mutual aid calls in neighboring municipalities as part of an automatic aid/mutual aid agreement.

PORT COLBORNE FIRE & EMERGENCY SERVICES 2020 ORGINIZATIONAL CHART



Volunteers of Platoons are as follows:

Platoon A		Platoon B	
J Henry	B Meleskie	W Benner	D McCabe
A Spiece	I Roberts	R Adams	M Radzikoski
D Steers	R Smith	J Bonds	J Ristine
K Benner	T Stevenson	J Chamberlain	R Savage
M Dezenosky	K Stivoric	G Gamble	S Senyk
T Graham	S Stivoric	C Graat	B Sutherland
C Huneault	M Lannan	A Lobbezoo	C Wilcox
		J Worrall	

Focused on Community

Giving back to the community not only makes a positive impact on the lives of others but also provides the department with a fulfilling experience. Given our current environmental circumstances, the need in the community did not change, but how we engage with the community did. Events like the Easter boot drive took a hiatus to protect the health of not only our members but our generous community. In 2020, the department found new and innovative ways to assist those in our community that needed help.

Christmas Toy Drive

When Santa's Helpers closed their doors five years ago, Port Colborne Fire & Emergency Services recognized a void in the community and reacted.

The 2020 toy drive changed its look with the addition of a drive-through toy drop-off at the Fire Hall. The department saw an overwhelming response from the community. The contact-free drop-off was such a success, it will become a normal event

in the Christmas seasons to come. I am confident in saying that the 2020 toy drive was the most successful we have seen in the five years of running the drive. A thanks goes out to the community; we are but a vehicle for collection, they are the generous ones.

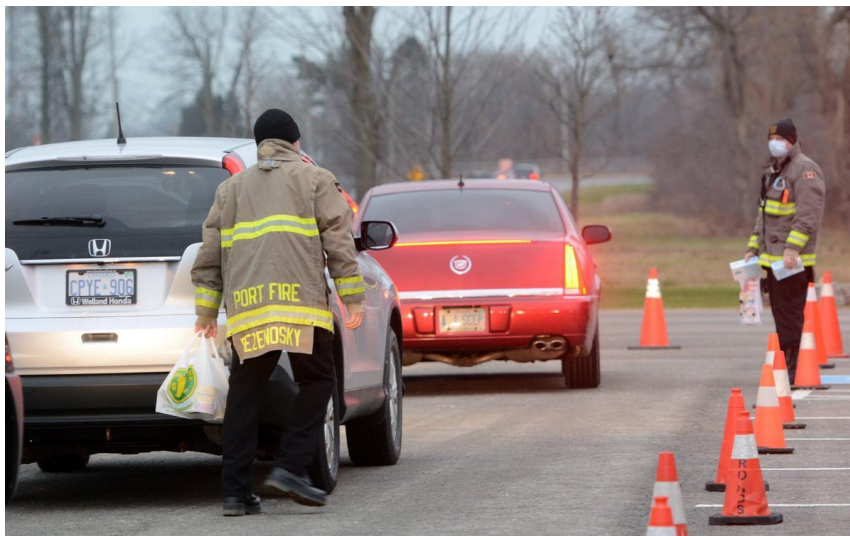


Community Dinner

Starting with the 2016 Christmas dinner, Port Colborne Fire & Emergency Services has helped sponsor and serve the Christmas dinner at the Port Cares Reach Out Centre. This event is a staple to our Safe Community Initiative allowing a vast audience to interact and develop personal relationships with the department. This year did look different with no in-person sit-down dinner. This year staff delivered meals directly to those that could not attend Port Cares to pick up their meal.



Mask Giveaway



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

Colborne receiving more than 60,000. City staff have already donated masks to community partners and have plans to distribute thousands of masks to residents. The fire department used the success of the drive-through toy drive system to distribute the much-needed masks to our residents. Multiple giveaways occurred through the fall and winter

Food donations were accepted on behalf of Port Cares. Three bins, along with over \$750.00 were donated by those receiving a box of masks.

Prevention

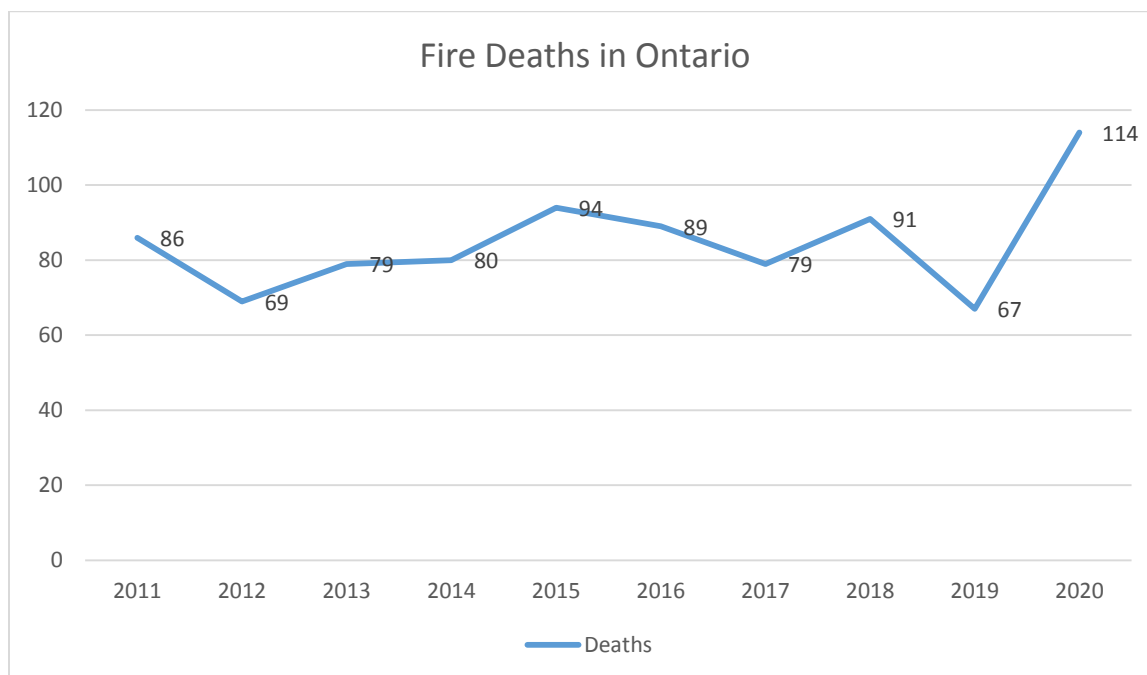
Ontario law not only requires fire prevention inspections, education and training, but it is also extremely important to the safety of the people who work, live, and play in Port Colborne. Fires are damaging to property, cause injury or death and can even eliminate jobs since many buildings destroyed by fire are not rebuilt. The way to prevent these grim outcomes is a strong Fire Prevention Program.

All Port Colborne Fire & Emergency Services staff are responsible to help the Fire Prevention Division to strengthen the Fire Prevention Program each year. The Fire Prevention Division is overseen by the Deputy Chief, the Fire Prevention Officer and assisted by full-time and volunteer fire fighters who dedicate their time to assisting with fire prevention and public fire safety education programs. Fire Prevention is responsible for the following:

- Conducting fire safety inspections to ensure compliance with the Ontario Fire Code
- Initiating the prosecution of Ontario Fire Code offences
- Reviewing fire safety plans
- Reviewing and commenting on planning & development applications/plans
- Reviewing and approving special events
- Providing public fire safety education
- Conducting investigations into the cause & origin of fires

With stay at home orders, people working remotely from home, Ontario saw a significant increase in fires. More fires did equate to more fire fatalities. Below is the 10 year statistics for Ontario. Statistics exclude fire deaths in vehicle accidents.

Prevention is Responsible for Two of the Three Lines of Defense



The First Line – Public Education

Fire Prevention Week 2020 saw Port Colborne Fire & Emergency Services once again host the CHCH morning show. With all 12 municipalities. Also during Fire Prevention Week,



Port Colborne Fire & Emergency Services hosted CHCH personality Tim Bolen. Four segments were taped and aired during Fire Prevention Week. The CHCH morning show is enjoyed by over 3.9 million Canadians each week. The event was so well received; CHCH is scheduled to be back in the City for Fire Prevention Week 2021.

Virtual Public Education

With the barriers created by COVID, the Department had to get creative on how we continue to educate the public, specifically school-aged children in regards to fire safety. The Department has embraced the virtual world. Duty crews are now performing virtual tours and public education events, to assist our community partners. While not ideal, and we miss interacting with the people we protect, it helps us meet our provincial mandates.



The Second Line – Code Enforcement

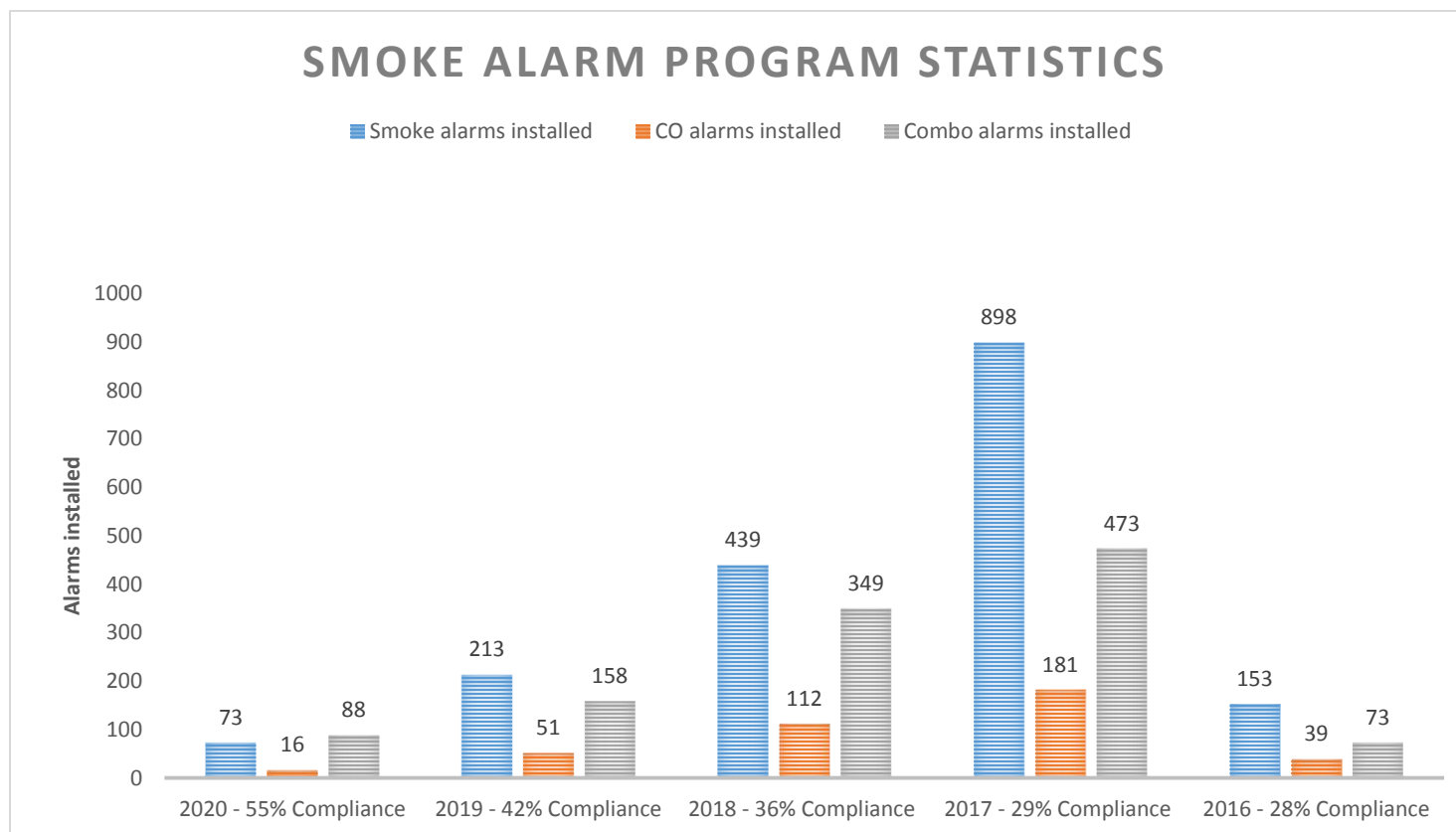
The Ontario Fire Code is a regulation made under the Fire Protection and Prevention Act, 1997 consisting of a set of minimum requirements respecting fire safety within and around existing buildings and facilities. The owner is responsible for complying with the Fire Code, and a municipal fire department enforces the Fire Code. Port Colborne Fire & Emergency Services understands the importance of compliance with our codes and the effects on our community when they are not met.

Port Colborne Fire & Emergency Services is widely recognized for its progressive smoke alarm program. The Fire Protection & Prevention Act under Part II mandates the following:

2 (1) Every municipality shall,

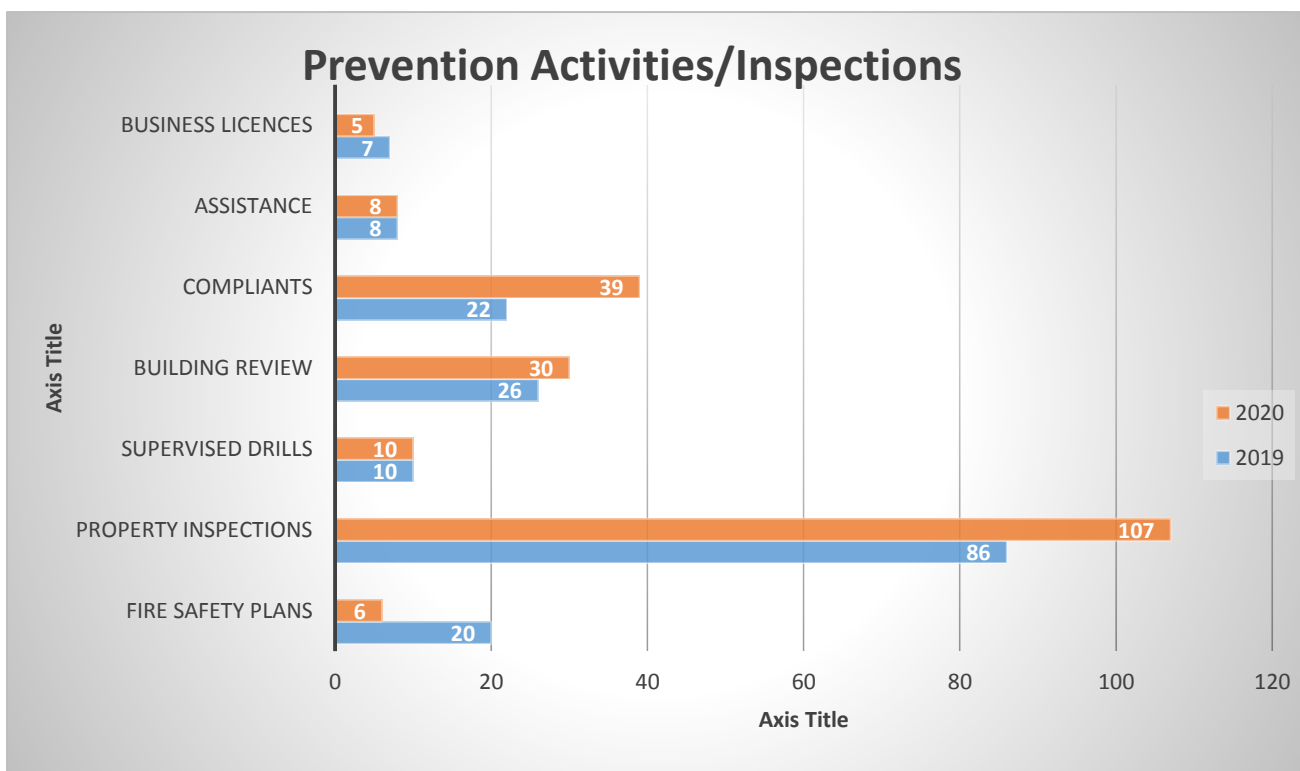
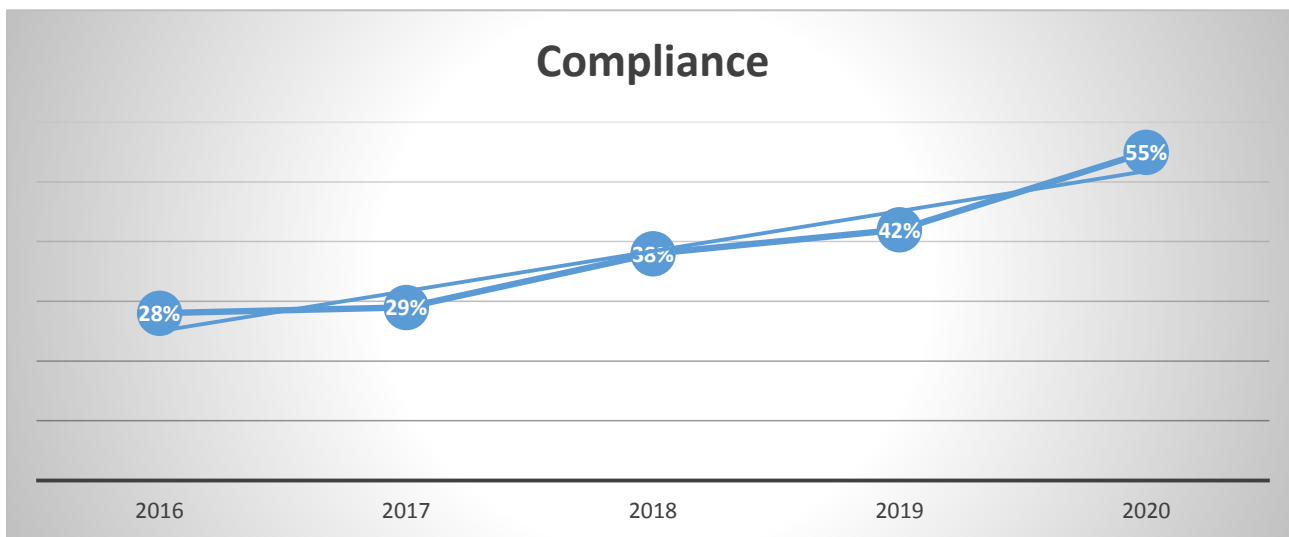
(a) establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention.

Home visits completed by the in-service fire fighters to ensure compliance in single-family homes help the City of Port Colborne meet the required regulation. A glimpse into the program statistics are:



Port Colborne Fire & Emergency Services has seen a direct correlation between smoke and carbon monoxide compliance and the reduction of loss fires. A loss fire is defined as a fire that had economic implications. Possible loss fires have been stopped at the incipient stage due to the activation of an early warning device; a smoke alarm. The activation has alarmed the occupant of a potential fire and actions, for example, turning the stove off occurred before the outbreak of a fire due to the detection of smoke. Our proactive and regulatory inspection program continues to make our community safer.

While COVID restrictions did limit the proactive portion of Port Colborne Fire & Emergency Services provincially recognized program, the Department did enter 208 homes for investigations or at the request of the homeowner. Of the 208 homes entered, the Department did see a large swing towards an increase in compliance. While this upswing in compliance is positive, we acknowledge the need to remain diligent in this citizen-first program.



The Third Line – Response

The third line of defense is response. Response can be broken down in a multitude of ways; from level of service, equipment, training and of course, call response. Each is reliant on the other to ensure not only the effectiveness of the response, but the safety of the fire fighters themselves.

Level of Service

The level of service offered by Port Colborne Fire & Emergency Services is set by Council with the enactment of By-law 6745/109/19. A list of services offered to the community are:

- | | |
|---------------------------------------|----------------------------------|
| - Interior Structural Fire Fighting | - Public Assistance Calls |
| - Grass/Brush Fires | - Carbon Monoxide Investigations |
| - Burn Complaints | - Natural Gas Emergencies |
| - Water/Ice Rescue | - Technical Rescue (rope) |
| - Elevator Rescue | - Vehicle Fires |
| - Motor Vehicle Accidents/extrication | - Medical Assistance Calls |

The level of service is the framework for the fire department. Port Colborne Fire & Emergency Services uses the levels to assess current and future training needs along with the equipment to meet these needs. The department continually strives to meet and then exceed the standards that regulate the fire service to provide the best service and results to our citizens.

Equipment



Engine 1 - **2015 Spartan Metrostar**

Engine No. 2 - **2000 E-1 - Superior**

Tanker 1 - **2015 Freightliner**

Rescue 1 - **2012 Spartan Metro Star Custom Built**

Ladder 1 – **2006 Pierce – 75’ Ladder**

Training

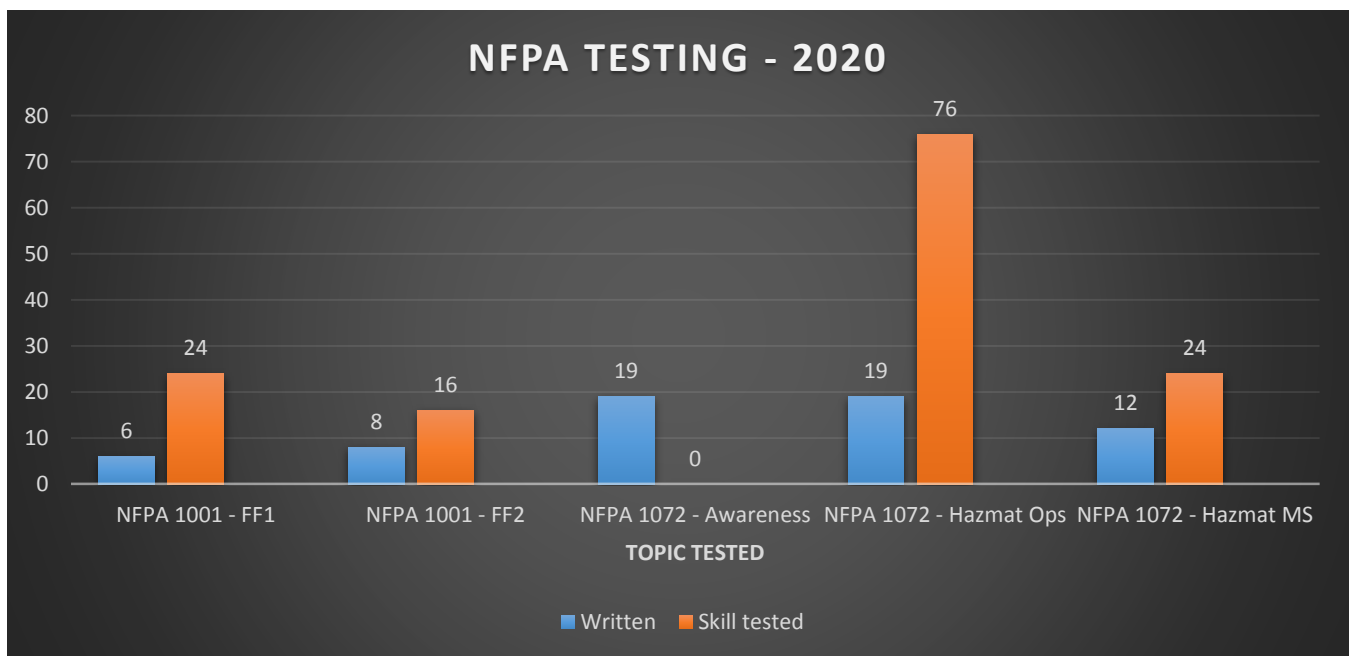
The primary focus of the Training Division is to develop and provide the highest quality training and education to the members of Port Colborne Fire & Emergency Services. Compliance with Provincial standards and regulations, as well as department operating guidelines, are achieved. With the adoption of the National Fire Protection Association (NFPA) Standards in Ontario, training at Port Colborne Fire & Emergency Services had to adapt to the change.

In 2013 the Office of the Fire Marshal announced the decision that Ontario would adopt the National Fire Protection Association Professional Qualifications (NFPA Pro-Qual) Standards. May 2018, Ontario saw Regulation 379/18 “Fire Fighter Certification” passed mandating all fire fighters in Ontario be certified before being allowed on the fire ground. The compliance dates that were proposed by the Province were:

1. As of July 1, 2019 - a fire fighter must have NFPA 1001 to be on the fire ground.

2. As of July 1, 2019-a fire fighter must have NFPA 1001-2 to be an interior fire fighter.
3. As of July 1, 2019 - a fire fighter must have NFPA 1002 to be a pump operator.
4. As of January 1, 2020 - a fire fighter must have NFPA 1021 to direct other fire fighters.
5. As of January 1, 2020 - a fire fighter must have NFPA 1041 to instruct other fire fighters.
6. As of January 1, 2021 - a fire fighter must have NFPA 1006 for rescue operations.

Port Colborne Fire & Emergency Services is proud to announce we met our self-imposed directive of having all our current full-time and volunteers certified by the end of 2020. While test dates were canceled in April by Academic Evaluations & Standards (AS&E) training schedules were juggled multiple times to finish this in December. A total of 64 tests were written and 140 practical skills were evaluated by AS&E in 2020. All training was done in-house under the supervision and co-ordination of the Deputy Chief. Testing saw AS&E send an Evaluator to oversee both written and practical testing.



Port Colborne Fire & Emergency Services started the recruitment process late in 2020. This recruitment was to boost the volunteer complement due to retirements and other vacancies. These recruits will go through a completely overhauled Recruit Training Program to meet the NFPA requirements.

Practical training on our new Scott X3 Pro Self-Contained Breathing Apparatus (SCBA) in the fall of 2020 started for the career and volunteer fire fighters. The new SCBA replaced the SCBA that was no longer supported by Scott. The new SCBA comes with a 15-year warranty which takes them to end-of-life expectations.



Emergency Response

The department provides a wide range of emergency and non-emergency services to the citizens of Port Colborne.

The following data provides a brief overview of these activities. In 2020, the department experienced a decrease in the overall calls compared to the ten-year average. Medical calls during COVID-19 proved to be the main contributing factor in the reduction of calls.

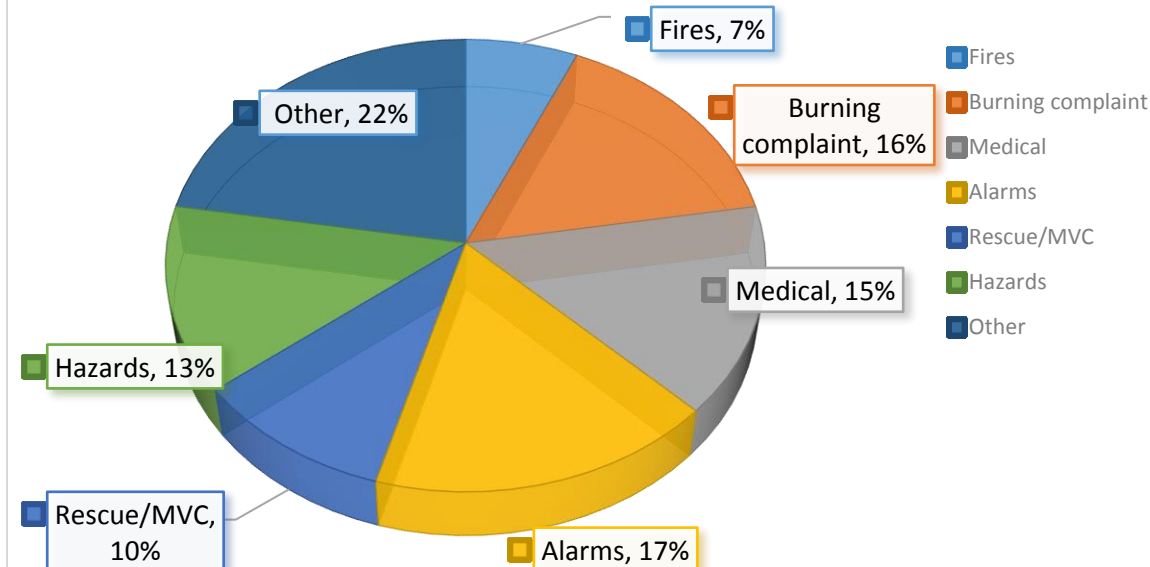
Niagara Emergency Medical Services quickly realized during the pandemic that they required Personal Protective Equipment . Fire Departments across the region gave up 50% of their stored Personal Protective Equipment to accommodate Niagara Emergency Medical Services. As a result of this and to reduce unnecessary risk, it was recommended by the Medical Director and subsequently the implementation of a COVID-19 medical tiered response. This, in turn, reduced Fire Departments medical calls across the region by over 50%.

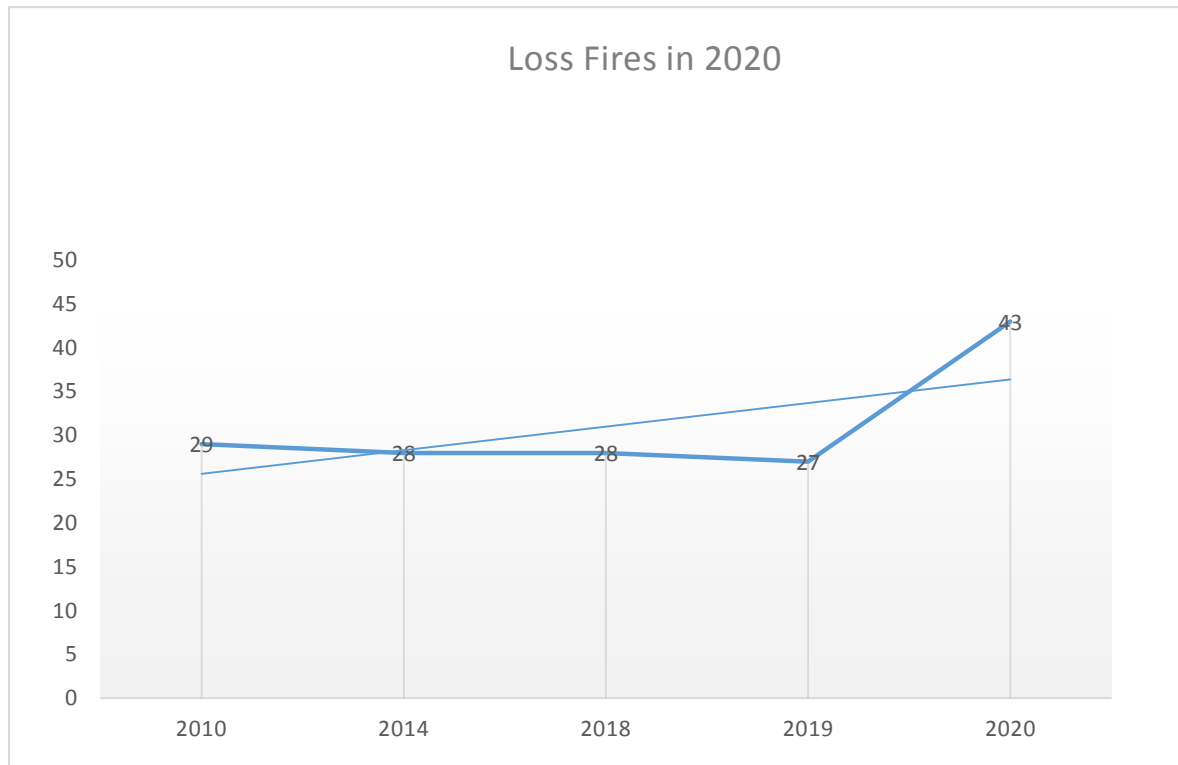
With Niagara Emergency Medical Services lowering restrictions in December 2020, we have seen a significant increase in medical calls to the normal response protocol except for Long Term Care Facilities, in which at this time, fire fighters are not permitted to respond.

Historic Call Volumes

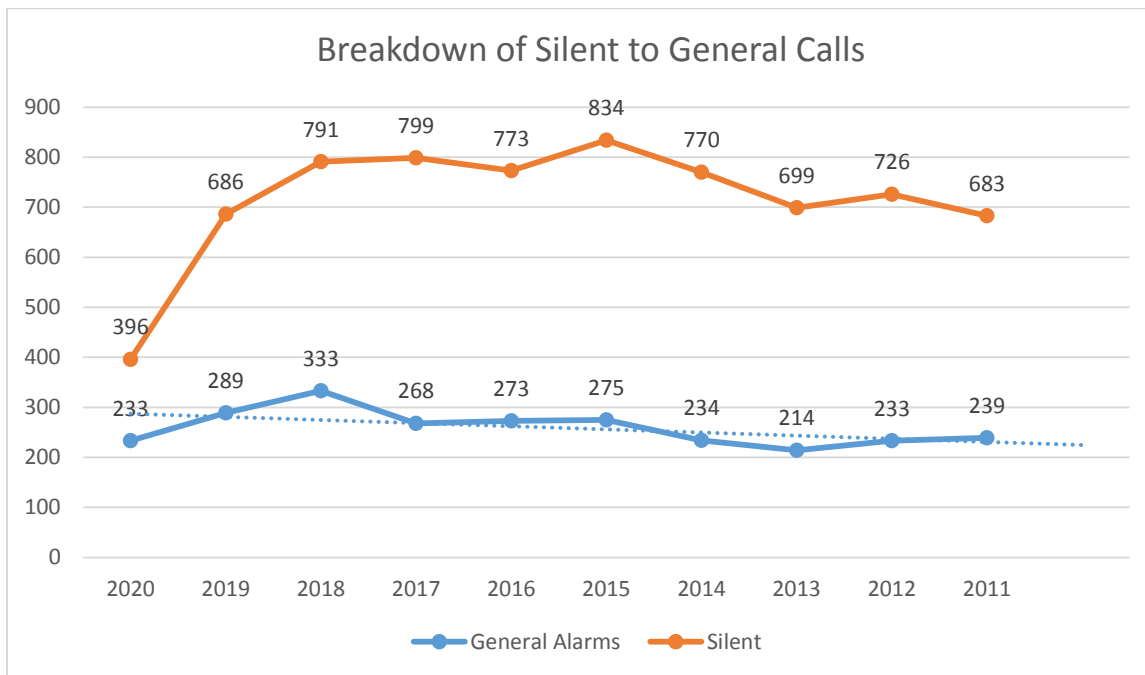
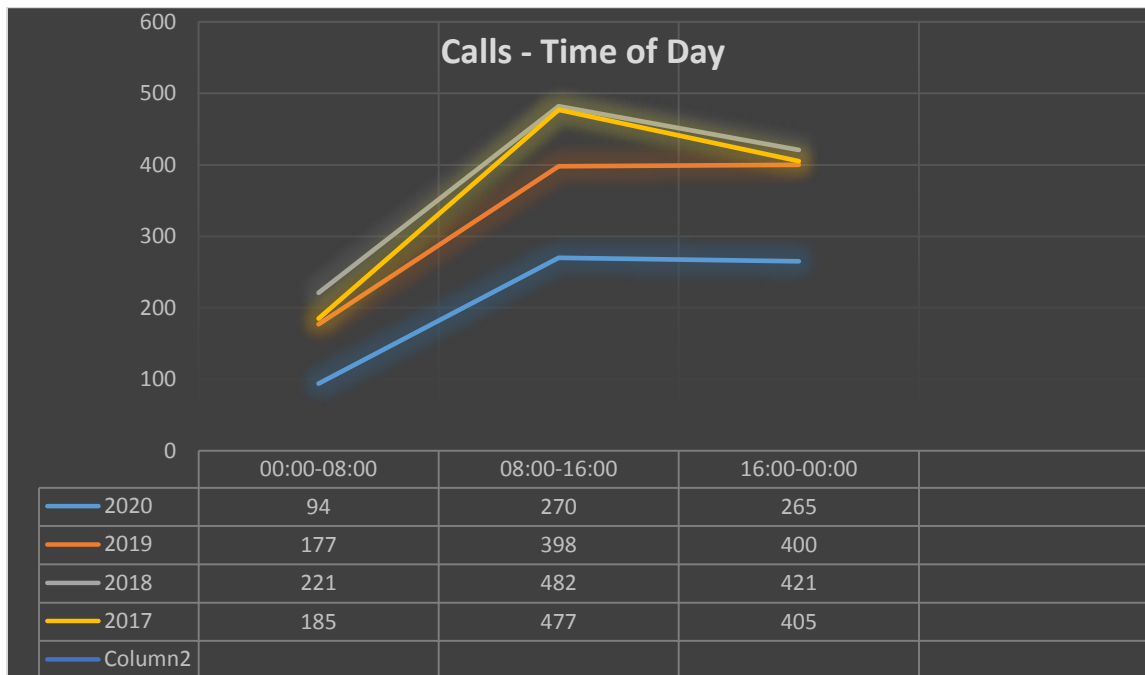


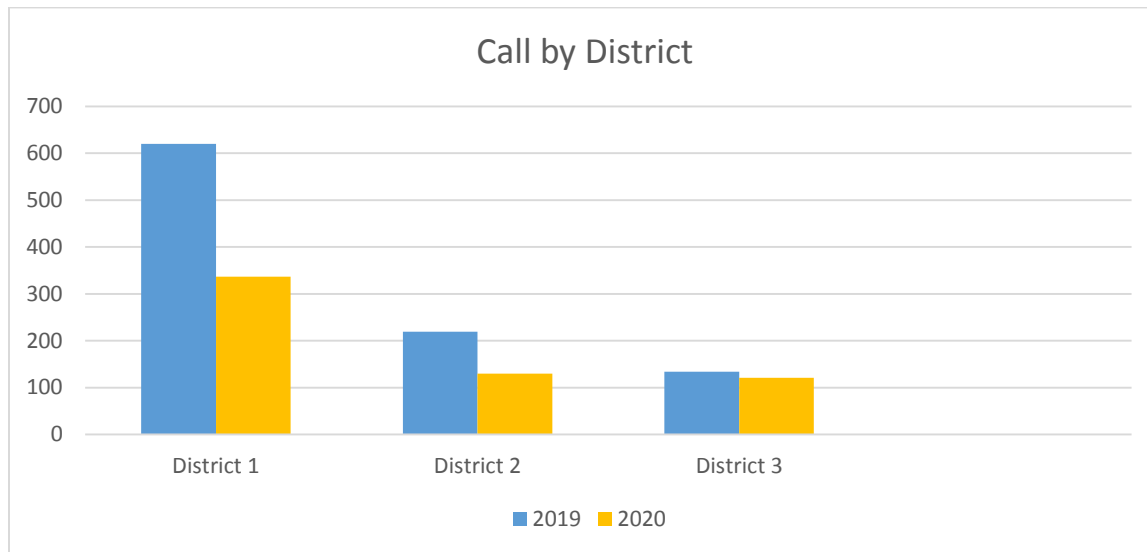
2020 RESPONSES BY TYPE





Loss fires were up significantly in 2020; an increase of 63% was realized. This is a trend seen across the Province. It is believed that due to the stay-at-home orders, more people are doing just that, staying home. The increase in time at home has had an impact on fire safety behaviors.





Successes and Challenges

Any successful Department must take the time to reflect to see what went well and should continue. As important, we must take the time to see what isn't working and must be reworked or eliminated all together. The following, while not an all encompassing list of successes and challenges, is a sample of the on-going items that are a focus of this Department.

COVID – 19

I am personally looking at our Fire Departments response to COVID-19 as a success. All levels of the organization responded quickly and adopted control measures put in place. Both Associations were flexible and worked with Senior Management to protect our ability to respond. With multiple disruptions to the training calendar, our team adjusted when needed.

Post Traumatic Stress Disorder

Post-traumatic stress disorder (PTSD) is a mental health condition that is triggered by a terrifying event — either experiencing it or witnessing it. Symptoms may include flashbacks, nightmares and severe anxiety, as well as uncontrollable thoughts about the event.

Most people who go through traumatic events may have temporary difficulty adjusting and coping, but with time and good self-care, they usually get better. If the symptoms get worse, last for months or even years, and interfere with your day-to-day functioning, you may have PTSD. To combat the all too real debilitating disorder, Chief Cartwright introduced The Working Mind training to all staff.

The Working Mind First Responders, formerly known as Road to Mental Readiness, is an education-based program designed to address and promote mental health and reduce the stigma of mental illness in a first-responder setting. This training program is aimed to:

- Improve short-term performance and long-term mental health outcomes
- Reduce barriers to care and encourage early access to care
- Provide the tools and resources required to manage and support employees who may be experiencing a mental illness
- Assist supervisors in maintaining their own mental health as well as promoting positive mental health in their employees

The course uses the **Mental Health Continuum Model**, which categorizes one's mental health within a continuum: green (healthy), yellow (reacting), orange (injured), and red (ill).

- Allows individuals to identify indicators of declining or poor mental health in themselves, and others (without diagnostic labels and their associated stigma)
- Stresses that individuals can move along the continuum; if one ends up in the red "ill" phase, they can move back towards the green "healthy phase"
- Teaches the appropriate action one can take for themselves and for others at each point along the continuum.



- “Big 4” — a set of evidenced-based, cognitive behavioural therapy-based techniques that help individuals cope with stress and improve their mental health and resiliency. The “Big 4” are positive self-talk, visualization, tactical breathing, and SMART goal setting.
- Research indicates that contact-based education is one of the best ways of reducing stigma. The Working Mind First Responders includes custom videos of people with mental illnesses describing some of their experiences with mental illness and stigma, as well as those who supported them and their journey to recovery.

It is estimated that 30 percent of first responders develop behavioral health conditions including, but not limited to, depression and PTSD from their time in service. The City of Port Colborne must remain diligent in providing training to recognize and combat the effects of PTSD.

Recruitment

The department continues to see an issue in attracting and retaining paid-on-call volunteer fire fighters. This trend is not just a Port Colborne issue. Other municipal fire services struggle with the same issue of retaining paid-on-call volunteer fire fighters. This turnover in fire fighters may well be the reality of running a composite fire service that is continually advertising and training recruit fire fighters annually.

While multiple articles can be found during research on the topic, no one issue can be targeted to resolve the struggle. Changes in family dynamics, competing interests and the reality of the level of commitment needed to be a volunteer are often key factors. It is noted that not only the fire service struggles to recruit and retain quality volunteers. Many of the mainstay organizations in our communities struggle to get quality help too.

An example of the struggle to attract people; Port Colborne Fire & Emergency Services started recruitment for volunteers in late November 2020 for a start date in 2021. The Department received just 11 applications which are less than half of what was received in 2019. While we are happy with the six that were eventually successful, future recruits may be difficult if the trend of lower applicants continues.

Senior Port Colborne Fire & Emergency Services staff will continue to research the topic and make changes where needed, when possible. It should be understood that there is not a one size fits all solution as each current or future volunteer fire fighter has different motivations in joining the service. It does appear the department should budget and plan for the annual recruitment of volunteers.

What is next?

The fire service is dynamic and constantly changing and challenging us. While we are focused on our current needs to provide a quality service to the residents, we must look up from our current tasks to look at what the future may hold.

Apparatus Replacement

Engine No. 2 is currently up for replacement for 2022. A fire engines life span is 20 years as per NFPA standards.

Updating Hose

Port Colborne Fire & Emergency Services took possession of new attack and supply lines that replace out-of-date hose. Many of the old attack lines had non-locking storz fittings that no longer meet standards.

Technical Rescue

With the changes to training to meet the NFPA standards nearing completion for our more common disciplines like fire suppression and auto extrication, the Departments Technical Rescue Programs will be the next to be reviewed and if needed updated. 2021 will mark the review and then implementation of the NFPA standards.

Pre-incident Planning

Pre-incident planning facilitates the transfer of critical information to first-responders that can guide their response to a fire incident and improve their response capabilities, which may ultimately save lives and reduce property damage and business interruption. Our fire departments in-service crews will be using new technology on the trucks to update and create pre-plans for City. The information will be available to responding crews as they respond to calls to assist in making decisions that can save lives and property.

The second benefit to a solid pre-incident program is in-service inspections can be completed at the same time. Identifying safety concerns and remedying the hazard fits with the Department's pro-active approach to life safety. Crews will be able to issue orders on infractions to ensure compliance and continue our path to a fire safe community.

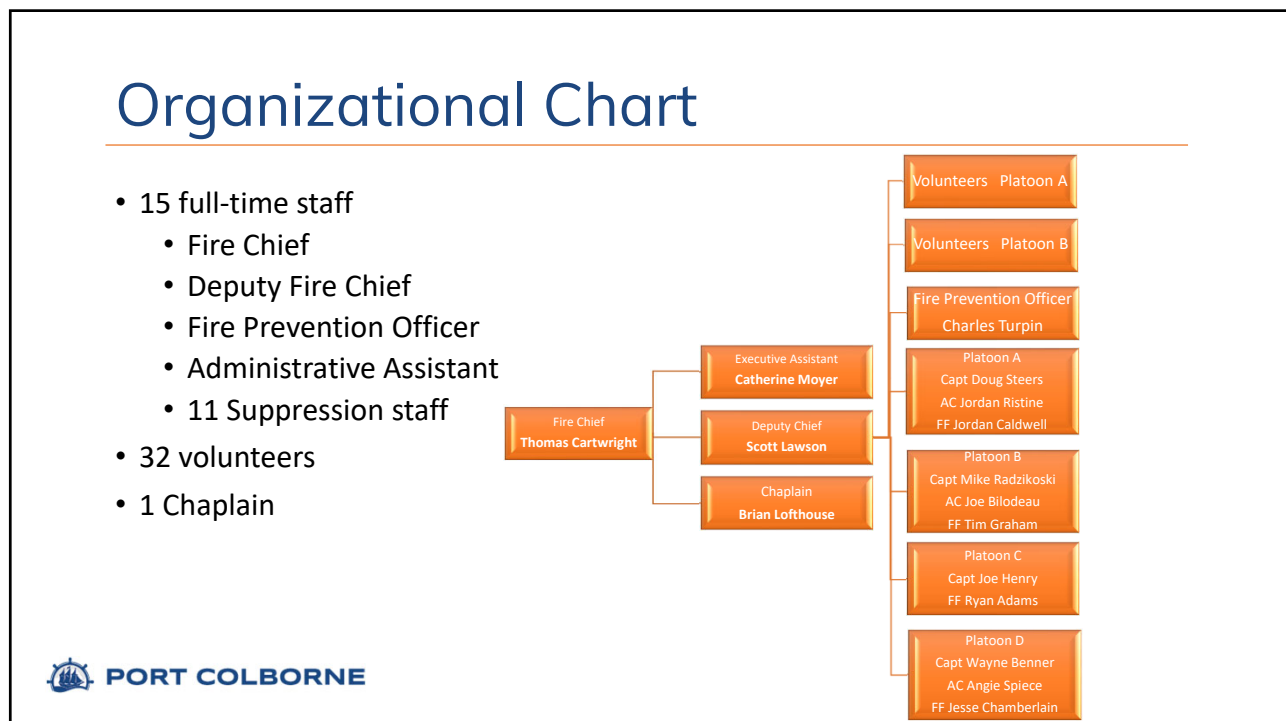
Residential Sprinklers

Over the past 50 years, the types of materials used in home furnishings and building construction have progressively changed from natural solids to more volatile, synthetic materials. Synthetic materials burn faster and hotter than natural materials, and when they catch on fire, can cause catastrophic results in a short period of time ; often before fire fighters can respond.

Residential sprinklers can be pivotal in extinguishing a fire or suppressing it long enough for Fire Departments to respond. Research proving the effectiveness of these systems, accompanied by an increase in incentive programs encouraging homeowners to invest in them, has led to an increase in residential sprinkler systems. Port Colborne Fire & Emergency Services would like to help facilitate the discussion on any new construction being mandated to have residential sprinklers installed.



1



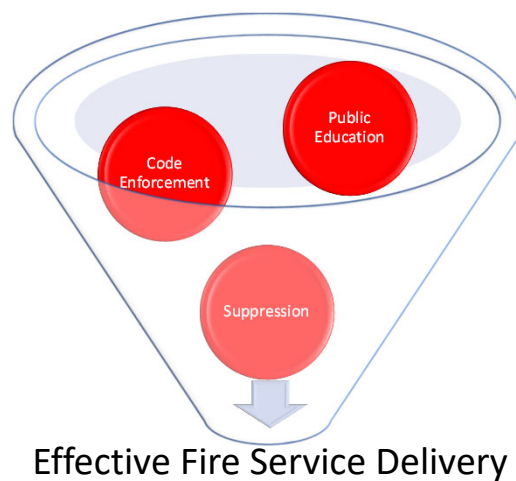
2

FOCUSED ON COMMUNITY



3

Three Lines of Defense



 **PORT COLBORNE**

4

Three Lines of Defense

Public Education

School visits
Station tours
Extinguisher training
Safety Day
Fire Prevention Week Open House
Farmers Market
Social media – FB, Twitter
Smoke Alarm Program....

The push for external partnerships continues



5

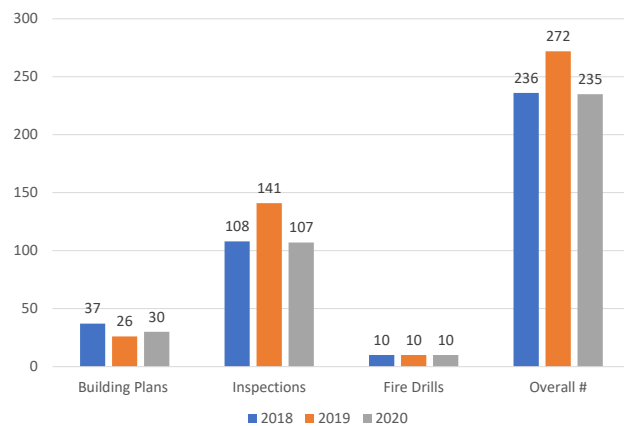
Three Lines of Defense

Code Enforcement

Business Licences
Supervised Fire Drills
Property Inspections
Fire Safety Plan Reviews
Building Plan Review
Prosecutions (Part 1 & 3)
Smoke Alarm Program....

We respond to all request and complaints

Code Related Activities



6

Three Lines of Defense

Response

Broken down into four key elements

- Level of Service
- Equipment
- Training
- Call Response



7

Three Lines of Defense

Response – Level Of Service

- Establishing & Regulating By-law 6745/109/19 sets the level of service as determined by Council through core services: As an example:

- | | |
|-------------------------------------|----------------------------------|
| - Interior Structural Fire Fighting | - Public Assistance Calls |
| - Grass/Brush Fires | - Carbon Monoxide Investigations |
| - Burn Complaints | - Natural Gas Emergencies |
| - Water/Ice Rescue | - Technical Rescue (rope) |
| - Elevator Rescue | - Vehicle Fires |
| - Motor Vehicle extrication | - Medical Assistance Calls |



The Corporation of the City of Port Colborne

By-law no. 6745/109/19

Being a by-law to establish and regulate the
City of Port Colborne Fire and Emergency Services (Composite)

Whereas the *Fire Protection and Prevention Act, 1997, S.O. 1997* permits the Council to enact a by-law to establish and regulate a fire department.

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

1. In this by-law, unless the context otherwise requires;
 - a) "approved" means approved by Council.
 - b) "Chief Administrative Officer" means the person appointed by Council to act as Chief Administrative Officer for the Corporation.
 - c) "Corporation" means the Corporation of the City of Port Colborne.
 - d) "Fire Fighter" means a Fire Chief and any other person employed in, or appointed to, a fire department and assigned to undertake fire protection services, and includes a volunteer fire fighter.
 - e) "Council" means the Council of the City of Port Colborne.
 - f) "Deputy Fire Chief" means the person appointed by Council to act as the Deputy Fire Chief.

8

Three Lines of Defense

Response – Equipment

Engine No. 1 - **2015 Spartan Metro Star**
 Engine No. 2 - **2000 E-1 - Superior**
 Tanker No. 1 - **2015 Freightliner**
 Rescue No. 1 - **2012 Spartan Metro Star Custom Built**
 Ladder No. 1 – **2006 Pierce – 75' Ladder**



9

Three Lines of Defense

Response - Training

All newly hired fire fighters after July 1, 2019, must be certified to:

- 1001 (level 2 for interior)
- 1002 Pump ops
- **tech rescue in house until 2021**

Certified, grandfathered or existing fire fighters can:

- Interior, exterior fire fighting
- Technical rescue (water, rope, auto ex)
- Pump operator
- Public education



May 8, 2018

Certification announced for all fire service staff



July 1, 2019

New hires must be certified for technical rescue

Certified or existing fire fighters can continue water, rope, auto extrication

January 1, 2021



January 1, 2020

Must be certified or grandfathered

- Fire Prevention Officers
- Fire Investigators
- Officers that supervise
- Training Officer

Must be certified

- Hazmat Technicians

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Three Lines of Defense

Response – Training

Working towards NFPA certification

- 64 written tests through AS&E
- 140 practical skills tested through AS&E

New recruits finished training and tested to NFPA

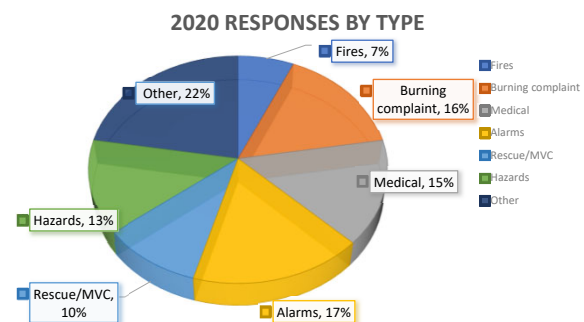
- 4 tests completed in January
 - Fire Fighter I & II
 - Hazmat Awareness & Operations



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Three Lines of Defense

Response - Calls

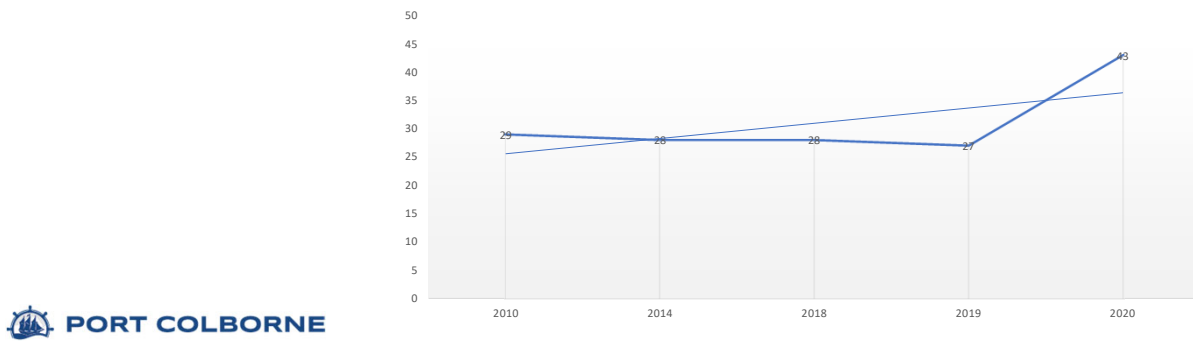


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Three Lines of Defense

• Response – Loss Fires

Loss Fires in 2020



PORT COLBORNE

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Successes & Challenges

Successes of 2020

- COVID Response
- Certification Complete
- November 15th Windstorm
- Co-operation



Resilient Workforce



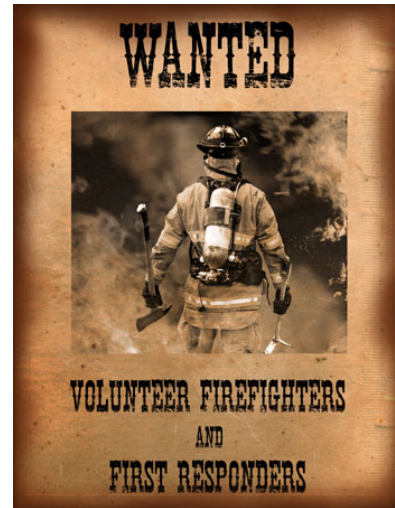
PORT COLBORNE

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Successes & Challenges

Challenges of 2020

- COVID Response
- Recruitment
 - While 2020 recruitment was successful, many issues identified throughout the process
 - Numbers of applicants



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Thank you !



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Subject: 2020 Year End Review – By-law Enforcement Services

To: Council

From: Community Safety & Enforcement Department

Report Number: 2021-159

Meeting Date: June 14, 2021

Recommendation:

That Community Safety and Enforcement Department Report 2021-159 be received for information.

Purpose:

The purpose of this report is to provide Council with information on the activity in By-law Services in 2020.

Background:

By-law Services was previously part of the Planning and Development Department until February 2021, when the division was moved to join Fire and Emergency Services, in the newly developed Department now known as Community Safety and Enforcement.

By-law Services manages the enforcement of by-laws, regulations, policies, procedures and provides professional public service throughout the community.

By-law Services is comprised of four full-time employees. From time to time, the staffing level is complemented by students from Niagara College's Advanced Law Enforcement and Investigations program who are mentored by staff during the school year. The Division has had three students to date. During the summer months this increases with summer student(s).

Niagara SPCA and Humane Society, previously known as Welland and District Humane Society is the City's contractor that handles all animal services and runs the animal shelter located on Elm Street.

Discussion:

By-law Services has a generic email bylawenforcement@portcolborne.ca which was created in 2016 to help address the hundreds of emails the division was receiving. In 2020, the division received 1272 emails through this email address alone.

The Corporation currently does not track the number of telephone calls the Division receives or makes, however, staff assist customers with general inquiries, bylaw complaints, and overall customer service. This was made possible through the creation of the By-law Intake Officer position in June of 2019.

Complaints increase and decrease based on the season, weather, and other issues. A hot, dry summer decreases the number of grass complaints, a heavy snowfall and harsh winters increase snow complaints and parking and traffic issues, such as those along lakefront road allowances, and increases by-law enforcement time inside and outside of the office due to reports, by-law amendments, and ticketing.

The COVID-19 pandemic has required By-law Enforcement staff to conduct enforcement related to the provincial restrictions on social distancing and opening of businesses. The Division has been working in concert with the Niagara Regional Police on enforcement matters.

The attached appendices detail By-law Services statistics by the number of complaints by year, type, and ward from 2016 to 2020 as well as the Animal Services statistics for 2020 by Animal Control and Animal Shelter issues.

Conclusion:

By-law Services continue to serve the municipality, the residents, and the community, cleaning up one property at a time.

Appendices:

- a. Statistics of By-law Services by type and year
- b. Statistics of By-law Services by ward
- c. Statistics of Animal Services and Shelter Services

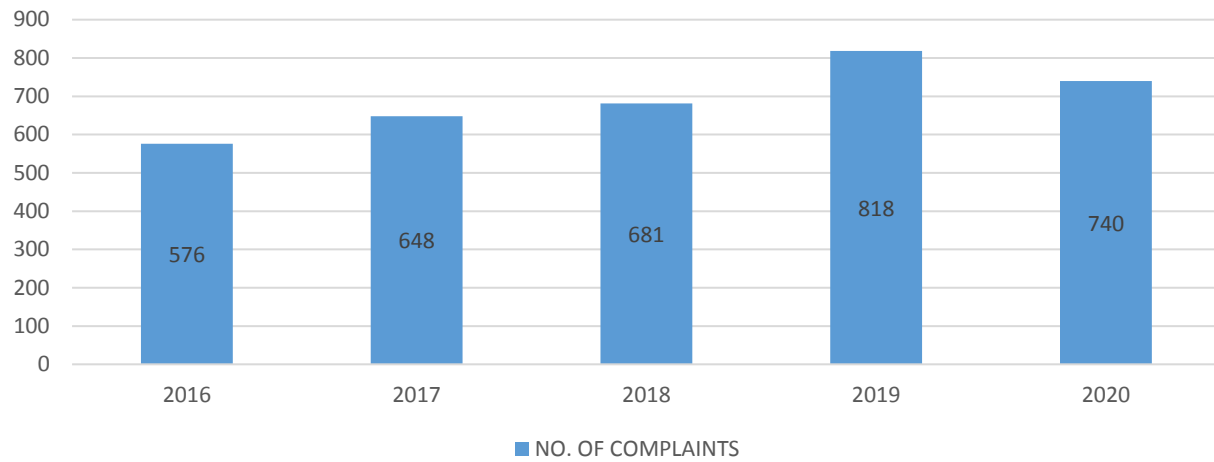
Respectfully submitted,

Sherry Hanson
Manager of By-law Services
905-835-2900 ext. 210
Sherry.Hanson@portcolborne.ca

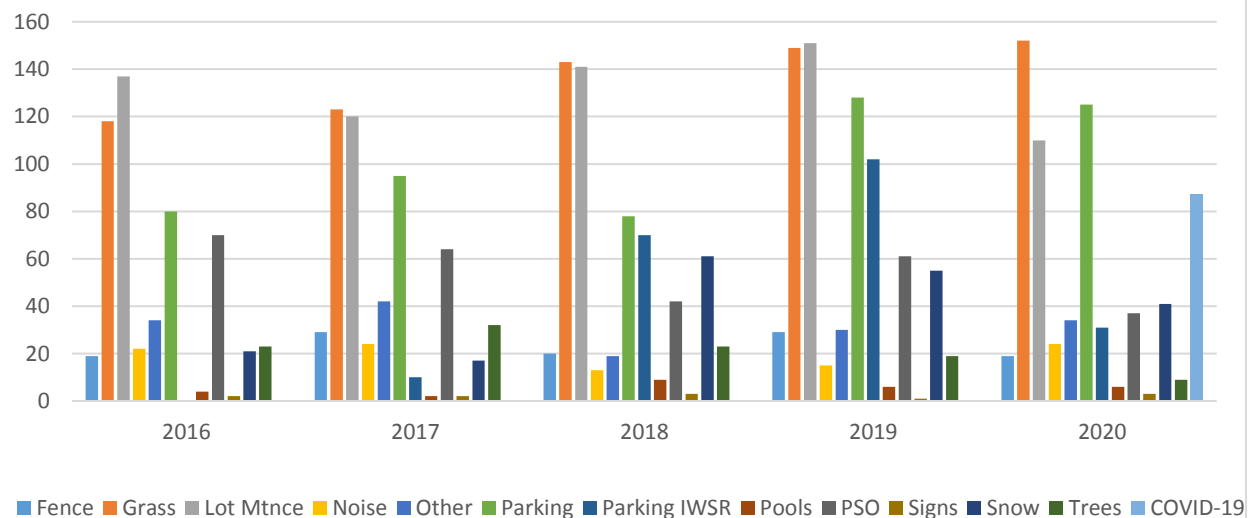
Report Approval:

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

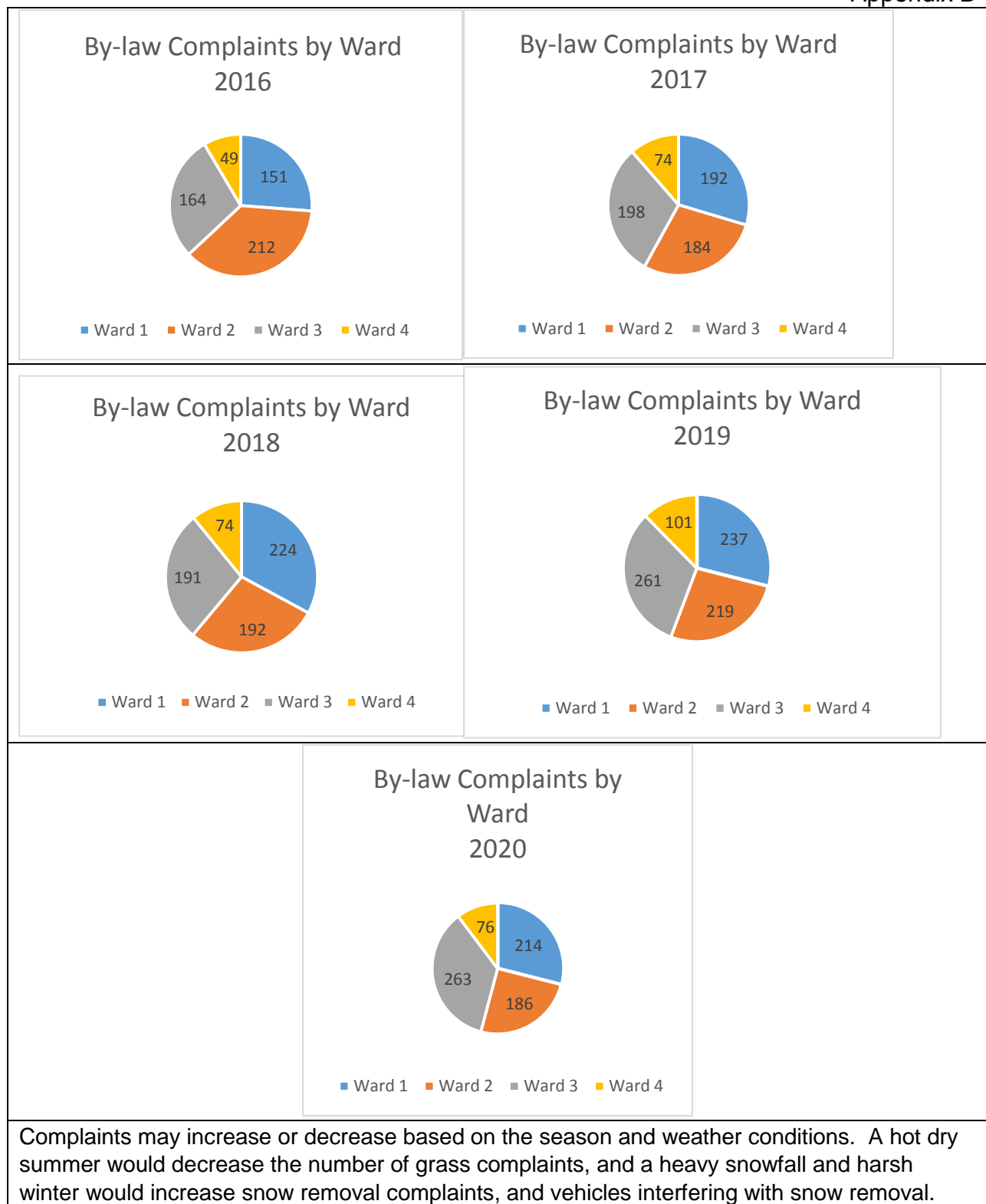
By-law Enforcement Division Annual Complaints Activity Report



Complaints by Issue



	Fence	Grass	Lot Mtnc	Noise	Other	Parking	Parking IWSR	Pool	PSO	Signs	Snow	Trees	COVID-19
2016	19	118	137	22	34	80	0	4	70	2	21	23	0
2017	29	123	120	24	42	95	10	2	64	2	17	32	0
2018	20	143	141	13	19	78	70	9	42	3	61	23	0
2019	29	149	151	15	30	128	102	6	61	1	55	19	0
2020	19	152	110	24	34	125	31	6	37	3	41	9	87



City of	2020	Monthly Statistics											
Port Colborne	Niagara SPCA												
Canine Control & SPCA													
Calls Received	Totals	January	February	March	April	May	June	July	August	September	October	November	December
Stray Dogs	14	2	2	1	1	0	3	0	1	1	2	0	1
Stray Cats	23	9	1	0	0	1	0	3	4	0	0	5	0
Wild life	164	2	11	15	7	18	33	19	16	15	9	11	8
Bylaw Infractions	311	44	59	33	23	26	22	25	22	19	17	15	6
Farm	0	0	0	0	0	0	0	0	0	0	0	0	0
Exotic	3	0	1	0	0	0	0	1	0	0	1	0	0
SUPE	192	25	46	11	16	9	1	5	9	12	18	15	25
Rescue	1	0	0	0	0	0	0	0	1	0	0	0	0
Emerg. Assistance	6	0	0	1	0	1	0	3	1	0	0	0	0
Ambulance	1	0	0	0	0	1	0	0	0	0	0	0	0
Kennel Inspecions	6	5	1	0	0	0	0	0	0	0	0	0	0
other	147	19	11	9	11	16	9	8	12	16	12	13	11
Monthly Totals		106	132	70	58	72	68	64	66	63	59	59	51
Annual Total	868												
Bylaw infractions													
Loose Dog/Cat	44	3	3	5	4	4	7	4	2	1	4	4	3
Licence	6	1	0	0	0	1	0	0	1	0	1	1	1
Excrement	18	4	3	4	0	0	2	1	0	0	2	2	0
Barking Complaint	26	1	3	3	0	3	2	4	2	3	2	3	0
Dog Bites	18	1	0	2	2	2	1	1	3	2	1	2	1
Muzzle	5	1	0	0	0	0	0	0	1	1	1	0	1
Monthly Totals		11	9	14	6	10	12	10	9	7	11	12	6
Annual Total	117												
Mileage		1881	1337	987	739	1068	1439	1237	1195	1009	1091	1157	1321
Patrols		39	31	21	18	29	36	29	32	23	34	41	48
Shelter Services													
Admissions													
		January	February	March	April	May	June	July	August	September	October	November	December
Stray Dogs	18	1	2	2	0	0	1	0	1	1	3	3	4
Stray OTHER	2	0	0	0	0	0	0	0	2	0	0	1	0
Stray Cats	38	4	4	2	2	0	2	0	6	2	8	2	6
Owner surrendered	10	3	2	1	0	0	0	0	1	1	0	0	2
wildlife	3	0	3	0	0	0	0	0	0	0	0	0	0
Monthly Totals		8	11	5	2	0	3	0	10	4	11	6	12
Annual Total	71												
Adoptions													
Dogs	14	2	0	0	0	6	0	0	0	0	2	2	2
Cats	42	8	2	5	0	2	1	1	2	4	3	10	4
Monthly Totals		10	2	5	0	8	1	1	2	4	5	12	6
Annual Total	56												
Claimed													
Dogs	19	4	2	3	1	0	2	3	1	0	1	0	2
Other		0	0	0	0	0	0	0	1	0	0	0	0
Cats	6	1	0	0	0	1	0	0	2	0	0	1	1
Monthly Totals		5	2	3	1	1	2	3	4	0	1	1	3
Annual Total	25												
Euthanized													
Dogs	2	0	0	0	0	0	0	1	0	1	0	0	0
Cats	16	7	2	0	0	0	1	1	1	0	2	1	1
Wildlife	98	2	6	9	6	13	19	10	7	6	7	6	7
Monthly Totals		9	8	9	6	13	20	12	8	7	9	7	8
Annual Total	116												

Subject: Core Services and By-law for By-law Enforcement Policy

To: Council

From: Community Safety & Enforcement Department

Report Number: 2021-155

Meeting Date: June 14, 2021

Recommendation:

That Community Safety and Enforcement Department Report 2021-155 be received;

That Council adopt the Core Services as outlined in Appendix A to Community Safety & Enforcement Department Report 2021-155; and

That Council approve the draft By-law and Schedule "A" By-law Enforcement Policy attached as Appendix B to Community Safety & Enforcement Department Report 2021-155.

Purpose:

The Director of Community Safety and Enforcement has prepared this report and the documents referred to within this report in conjunction with City staff, as well as the City's Solicitor.

Background:

Core Services

The Director of Community Safety and Enforcement felt it was important that the core services provided by the By-law Division be identified and authorized by City Council. Some Departments within the City have identified their core services and had them reviewed and authorized by City Council. For example, the Fire Department completed that process several years ago.

By identifying the core services, the responsibilities of the Department are clearly identified, as well as their role within City Operations. It will also assist in enforcement duties.

Discussion:**Enforcement Policy**

The Director of Community Safety and Enforcement identified that there was a need to provide direction to staff through a policy that clearly identified a process to deal with various by-law complaints and issues that are identified from time-to-time. With the assistance of staff, as well as the City's Solicitor, the proposed Policy is before Council. Additionally, within the policy staff have developed a tool that can be used to associate risk with the appropriate action.

As you can see within the proposed By-law Enforcement Policy, the City's goals will be established as follows:

1. To ensure public health and safety.
2. To ensure that enforcement measures are done properly.
3. Adherence to a policy that identifies priorities and are applied in a fair and efficient manner.
4. The appropriate allocation of resources.
5. Investigations are carried out according to law.
6. To ensure no political interference in the enforcement process.

In making decisions on the appropriate level of response to complaints, staff shall have regard to the following criteria:

- a) Health and safety factors.
- b) Potential property damage.
- c) Potential impact on the complainant.
- d) Potential impact on the neighbourhood.
- e) Available resources.
- f) History of complaints in respect of the same matter.
- g) Part VI Enforcement Options of the By-law Enforcement Policy, clearly identifying all of the enforcement options available to an Enforcement Officer.

Internal Consultations:

Staff have discussed this policy with the Chief Administrative Officer and the City's Solicitor.

Financial Implications:

The policy, once in place, will provide several enforcement options currently not in place. This will also assist in a timely and effective manner in which enforcement penalties can be collected.

Public Engagement:

This report has been available for viewing on the City of Port Colborne website.

Conclusion:

The attached core services clearly identifies the services provided by By-law Enforcement staff and the By-law Enforcement Policy will provide an effective and efficient method to enforce By-laws.

Appendices:

- a. Core Services
- b. Draft By-law and Schedule "A" By-law Enforcement Policy

Respectfully submitted,

Thomas B. Cartwright,
Director of Community Safety and Enforcement
905-834-4512, extension 401
tom.cartwright@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.

Community Safety and Enforcement

Index

By-law Enforcement

Page No.	Description
2	Enforcement
3	Administration
4	Manager

Core Service: By-law Enforcement (Staff)

Service	Current	Reviewed by Director	Council Approved	Comment
Enforcement of By-laws and Parking	✓	✓		Parking and Snow Removal
Leveraging voluntary compliance	✓	✓		Working with customers to gain compliance
Protection of residents and property	✓	✓		
Public safety	✓	✓		Secure/demolish dilapidated buildings.
Educate public about regulatory rules	✓	✓		Social media, pamphlets, brochures, website and open house
Proactive Inspections and Enforcement	✓	✓		
Consult internal Departments, as necessary	✓	✓		
Consult external agencies as necessary	✓	✓		Structural Engineer, Contractor, etc.
Prepare court documents	✓	✓		
Attend courts: Region	✓	✓		
Deal with complaints	✓	✓		
Respond and document incidents	✓	✓		
Assist Planning and Zoning	✓	✓		Enforcement
Assist Operations	✓	✓		Enforcement

Core Service: By-law Enforcement (Administration)

Service	Current	Reviewed by Director	Council Approved	Comment
Administration of Parking Tickets	✓	✓		Liaise as necessary with internal Departments
Prepare information for Screenings and Hearings	✓	✓		
Property Standards Appeal	✓	✓		
Records Retention	✓	✓		Liaise with Clerks Department
Recharges for clean-ups	✓	✓		Processing through Finance Department
Front Counter and Phone Calls	✓	✓		
Complaints and Data Entry	✓	✓		
Prepare the File for Investigation	✓	✓		In conjunction with Enforcement
Create Initial Notice	✓	✓		
Create recharge for issuing Order	✓	✓		
Create Order	✓	✓		
Create and send final notice	✓	✓		
Process invoices for payment	✓	✓		

Core Service: By-law Enforcement (Manager)

Service	Current	Reviewed by Director	Council Approved	Comment
Risk Assessment Job Hazard Analysis	✓	✓		Review and update
Budget Operating and Capital	✓	✓		In consultation with Director
Manage Contracts – Animal Control	✓	✓		
Manage Contracts – By-law clean-up	✓	✓		Contractors
Creation of By-laws	✓	✓		
Creation of SOP/SOG	✓	✓		
Prepare reports to Council	✓	✓		
Review proposed site plans	✓	✓		Compliance with applicable By-laws
Claims & Claims Investigation Liaise as necessary	✓	✓		Clerks Department, Finance Department and City Insurer
Consultation with Legal regarding By-law issues	✓	✓		
Consultation with Region regarding By-law issues	✓	✓		
Parking administration – oversee all components of ticketing	✓	✓		
Approve time sheets	✓	✓		
Approve vacations	✓	✓		
Create schedules for staff and students	✓	✓		
Assist other Departments	✓	✓		

The Corporation of the City of Port Colborne

By-Law No. _____

Being a By-law to Adopt a Municipal By-law Enforcement Policy

Whereas Section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, (the "*Municipal Act*") provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

Whereas Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under the *Municipal Act* or any other Act; and

Whereas Section 11(2)2 of the *Municipal Act* permits a municipality to pass by-laws respecting accountability and transparency of the municipality and its operations; and

Whereas Section 11(2)6 of the *Municipal Act* permits a municipality to pass by-laws respecting the health, safety and wellbeing of persons; and

Whereas Section 11(2)8 of the *Municipal Act* permits a municipality to pass by-laws respecting the protection of persons and property, including consumer protection; and

Whereas Council of the City of Port Colborne wishes to enact a policy in respect of by-law enforcement;

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

1. That the Municipal By-law Enforcement Policy attached to this By-law as Schedule "A" is hereby adopted; and
2. That this by-law shall come into force and take effect on the day that it is passed by Council.

Enacted and passed this _____ day of _____, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

Schedule “A” to By-law _____

City of Port Colborne

By-law Enforcement Policy

Part I Purpose

The City of Port Colborne (the “City”) is committed to ensuring compliance with municipal by-laws and providing enforcement in a timely, fair and efficient manner.

The City’s goal is to ensure compliance with municipal by-laws through both:

- Education
- By-law enforcement

The purpose of this policy is to set out a guide to govern the processing of municipal by-law education and enforcement within the City. The overriding goal is to ensure a fair, uniform and standardized process in respect of receipt and processing of complaints, and administration, investigation and enforcement.

Port Colborne shall pursue enforcement based on a modified proactive model. By-law enforcement will generally be complaint driven. However, in respect of matters pertaining to public health and safety, enforcement shall be pursued on a proactive basis in terms of priority matters and provided sufficient resources exist.

Enforcement will generally be through either (i) the issuance of *Provincial Offences Act* proceedings; or (2) the municipality’s framework for an administrative penalty system (“AMPS”). AMPS is a process in which the City imposes a penalty directly upon an offender within the context of an administrative process as opposed to the Province’s *Provincial Offences Act* process. The AMPS process allows the City to have an administrative process as opposed to a Court based punitive process in terms of enforcement options. The City’s enforcement will be primarily through the administrative monetary penalty process.

Where an administrative penalty is insufficient, by-law contraventions are to be dealt with through Provincial Offences proceedings. The AMPS, however, will enable the municipality to resolve disputes in a timely and efficient manner.

Subject to the terms of this policy, the mode of enforcement will be left to the discretion of by-law enforcement staff.

Where there is a conflict between a provision of this policy and a provision of a by-law or legislation, the provisions in the by-law or legislation shall prevail.

Failing to comply with any provision of this policy shall not invalidate any proceeding, document or order in a proceeding otherwise in accordance with any municipal by-law, any provincial or any federal legislation.

This Policy applies up to but not including the point in which any Penalty Notice, Provincial Offences or any other court proceedings is commenced.

Part II Municipal Enforcement Goals and Objectives

The City's main goals are:

1. To ensure public health and safety;
2. To ensure that enforcement measures are conducted properly;
3. To ensure that there is adherence to a policy or protocol that identifies priorities and is applied in a fair and efficient manner;
4. To ensure the appropriate allocation of resources;
5. To ensure investigations are carried out in a proper manner according to law;
6. To ensure that there is no political or other interference in the enforcement process.

Part III Definitions

"City" includes the City of Port Colborne;

"Clerk" means the Clerk of the City of Port Colborne;

"Complaint" means a complaint received by the City in circumstances in which a complainant provides a full name, address, phone number and the nature of a complaint which can be verified by municipal by-law enforcement staff in writing in the form provided by the municipality;

"Frivolous Complaint" means a complaint submitted with ill will or with the intention of malice toward another person and may include retaliatory complaints and civil disputes. A frivolous complaint includes a complaint that is part of a pattern of conduct that amounts to an abuse of the complaint process. A complaint may be deemed a frivolous complaint where 3 or more complaints are made to the City on matters that have been already dealt with by a municipal law enforcement officer. Deeming a matter, a frivolous complaint shall be at the decision of the Clerk in consultation with a Municipal Law Enforcement Officer;

"Municipal Law Enforcement Officer" means a person appointed by the City for the purposes of municipal by-law enforcement, including but not limited to a building

inspector, a Municipal Law Enforcement Officer, a police officer and any other person authorized by Council with the responsibility for enforcing or administering this policy;

Part IV Prioritization of Complaints

Schedule “1” to this Policy contains a priority scale which is intended to be used as a rating system to establish the priority of complaints and a reasonable time frame in which a complaint can be processed and resolved.

Council recognizes that for each particular case, there are a number of factors, which may affect the timing and outcome of an investigation and resolution. However, in approaching by-law enforcement, the City will be guided by the by-law priority scale attached as Schedule “1” to this policy.

The priority scale and associated timing is a guide. The failure to follow the priority scale in Schedule “1” does not affect any Penalty Notice, Provincial Offences or any other proceeding.

Part V Investigation

The City shall only respond to complaints received from a complainant. Anonymous and/or incomplete complaints shall not be investigated.

To give effect to the City’s desire for a stepped up or proactive enforcement in respect of public health and safety matters, a Municipal Law Enforcement Officer may undertake an investigation on their own initiative upon observation of any circumstances of a by-law violation where a matter is an immediate threat to health or safety. These enforcement initiatives shall proceed with “By-law” denoted as the complainant.

The name and address of any complainant is confidential and is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. Under no circumstances shall the name of a complainant be intentionally divulged to any member of Council, any non-essential municipal staff, the public or the media unless required by the order of any Court or tribunal. Similarly, persons who are the subject matter of the complaint are also protected under the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and their personal information shall not be intentionally divulged to any of the above, subject only to an order of a Court or tribunal.

Upon receipt of a complaint, municipal staff will circulate the complaint internally to be dealt with by the appropriate department.

Upon receipt of a complaint, if necessary, a Municipal Law Enforcement Officer may contact a complainant for additional information.

A Municipal Law Enforcement Officer shall attend the site/property that is the subject matter of a complaint, in accordance with the entry provisions set out in the respective provincial legislation or by-law.

Where a Municipal Law Enforcement Officer is unable to determine whether reasonable and probable grounds exist in respect of a possible contravention, they may consult the municipal prosecutor or solicitor or the appropriate municipal staff member. In doing so, the Municipal Law Enforcement Officer shall respect the privacy of both the complainant and the subject of the investigation and only divulge necessary information.

Part VI Enforcement Options

Where a Municipal Law Enforcement Officer has determined that a contravention of a by-law exists, the Municipal Law Enforcement Officer may provide an initial warning.

In the alternative, in situations where an administrative monetary penalty or a *Provincial Offences Act* set fine has been established for violations of the particular by-law, a Municipal Law Enforcement Officer may, upon confirmation of the existence of the violation, issue an offence notice or penalty notice.

Notwithstanding any provision of this Policy, where provided for by by-law or provincial legislation, a Municipal Law Enforcement Officer may issue an emergency order to remedy a violation in lieu of an initial warning or offence notice/penalty notice when a violation poses an immediate threat to health or safety.

Where a warning has been obeyed and compliance is achieved, a Municipal Law Enforcement Officer shall enter a complaint finalized date and close the file.

If a warning has not resulted in compliance, the Municipal Law Enforcement Officer may proceed as follows

1. The Municipal Law Enforcement Officer may issue a second warning, which warning may identify timelines for compliance;
2. The Municipal Law Enforcement Officer may issue a penalty notice or a Provincial Offences notice; or
3. The Municipal Law Enforcement Officer may determine to proceed by way of a Part III Provincial Offences Information.

Nothing in this policy affects any decision by the City to pursue enforcement of any municipal matter before the Courts, including but not limited to Superior Court Injunction proceedings.

In determining how to proceed, a Municipal Law Enforcement Officer shall consider:

1. The nature of the offence and whether or not there is any potential for injury or property damage.
2. Whether or not there is a history of non-compliance.

3. In addition, other facts that the Officer believes, acting reasonably, are relevant.

Vexatious complaints grounded in a neighbour dispute shall not be investigated by a Municipal Law Enforcement Officer unless there is an immediate threat to health and safety or the potential for property damage.

Where there are multiple complaints from a single person or where a single person submits complaints to the City on an ongoing basis, the Municipal Law Enforcement Officer, in consultation with the Clerk and/or solicitor, shall have the discretion to decide on the appropriate level of a response to such complaints.

In making a decision on the appropriate level of response to such complaints, staff shall have regard to the following criteria:

1. Health and Safety factors;
2. Potential property damage;
3. Potential impact on the complainant;
4. Potential impact on the neighbourhood;
5. Available resources; and
6. History of complaints in respect of the same matter.

A Municipal Law Enforcement Officer may re-visit any decision not to respond to a complaint or enforce a by-law or a decision and any decision may be revisited at any time.

All complaints received by the City will be acknowledged and the complainant shall be advised that the complaint will be processed in accordance with this Policy

Part VII General Provisions

The Niagara Regional Police Service shall be contacted for all emergency situations including, but not limited to, loitering, trespassing, noise related neighbour or domestic disputes, vandalism or possible criminal activity.

Council may establish priorities for enforcement, enact by-laws, and adopt by-law enforcement policies, such as this Policy, but Council shall not get involved in day-to-day by-law enforcement decisions.

Specifically, individual members of Council shall not become involved in any matter after a complaint is initiated or after any type of enforcement initiative. If a member of Council wishes to make a complaint, they shall do so in the normal course as contemplated by this policy and be treated as every other complainant.

Council shall review this policy at minimum every three years.

By Law Priority Scale Schedule 1

This is intended as a rating system to be used by By-law Services to establish a reasonable time frame in which a Formal Request or Complaint could be received, processed and resolved. Times may vary for each for each particular case depending on a number of factors which may affect the outcome of the investigation and resolution.

Priority Scale

Risk Rating Score	46 to 64	25 to 42	12 to 24	5 to 10	0 to 4
Time to Resolve	1 Immediately	2 1-2 weeks	3 2-4 weeks	4 4-6 weeks	5 open
Typical Priority Rating					
Typical Complaint			Priority		
Building without a permit					
Business in a residential area					
Dumping					
Property standards					
Dogs barking					
Snow/Ice problems					
Fences					
Pool fencing					
Illegal signs					
Derelict vehicles					
Commercial vehicles in residential areas					
Overgrown weeds and or grass					
Noise trail bike, model planes					
Noxious weeds					
Parking violation					
Public nuisance					
Zoning					
Unsafe or hazardous condition					

By-law Risk Assessment Work Sheet								
	Extreme	Very High	High	Serious	Moderate	Minor	Slight	Minimal
Probability	8	7	6	5	4	3	2	1
Always 8	64	56	48	40	32	24	16	8
Frequent 7	56	49	42	35	28	21	14	7
Very Likely 6	48	42	36	30	24	18	12	6
Likely 5	40	35	30	25	20	15	10	5
Occasional 4	32	28	24	20	16	12	8	4
Rare 3	24	21	18	15	12	9	6	3
Exceptional 2	16	14	12	10	8	6	4	2
Unlikely 1	8	7	6	5	4	3	2	1
Range of Risk								
46 to 64	Risk is Severe and Unacceptable				Immediate Action Forthwith			
25 to 42	Risk is High				Priority action to be taken to apply control measures			
12 to 24	Risk is Moderate				Action to be taken as a matter of routine			
5 to 10	Risk is Low and Broadly Acceptable				Low priority action			
0 to 4	Risk is Minimal				Requires review			
Life Safety			Environmental			Property		

Subject: 2020 Consolidated Financial Statements

To: Council

From: Corporate Services Department

Report Number: 2021-76

Meeting Date: June 14, 2021

Recommendation:

That Corporate Services Department Report 2021-76 be received;

That the reserve transfers proposed in this report and included in the consolidated financial statements, be approved;

That the consolidated financial statements attached as Appendix A to Corporate Services Department Report 2021-76, be approved; and

That Grant Thornton be reappointed as the auditors of the City of Port Colborne for the fees as outlined in Appendix C to Corporate Services Department Report 2021-76.

Purpose:

The purpose of this report is to seek Council's approval of the consolidated financial statements for the year ended December 31, 2020 for The Corporation of the City of Port Colborne and consider a proposal by Grant Thornton for future audit services.

Background:

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

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

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

The Auditor's responsibility is to express an opinion on the consolidated financial statements based on their audit fieldwork. Following completion of the audit, Grant Thornton has stated, in their opinion, that "the accompanying consolidated financial statements present fairly in all material respects, the financial position of the Corporation of the City of Port Colborne as at December 31, 2020, and its results of operations, its changes in its net financial assets, and its cash flows for the year ended in accordance with Canadian public sector accounting standards".

Discussion:

Consolidated Financial Statements (Appendix A)

A draft copy of the consolidated financial statements for the year ended December 31, 2020, is attached to this report as Appendix A – 2020 Consolidated Financial Statements.

As a reminder the consolidated financial statements, including the attached segmented disclosure follows full accrual accounting whereas the Year End Surplus/(Deficit) and Closeout Report, Report 2021-74 follows a modified cash model for budget and cash flow purposes. Further, there may be certain presentation differences between the two as a result of PSAB vs managerial accounting. In reconciling, staff recommend users of this report and Report 2021-74 compare the reserve balances. Users of both reports will find the reserve balances agree with the proposed adjustments below to account for previous years under or over allocated balances.

Financial Services staff have begun a process to move financial reporting practices to meet leading practices set out through the Government Finance Officers Association ("GFOA"). This process will take time as comparative year data is compiled. An initial step has resulted in some changes to the components of the consolidated financial statements and related notes. Some notable changes are as follows:

- Certain income such as penalties and interest and investment income is now noted on the financial statements and the operating and capital funding is now

combined with enhanced note disclosure.

- The long-term debt note has been reorganized (Note 6 b) to follow in order of debt maturity rather than issuance date.
- The historical accumulated surplus/(deficit) was reviewed for both the City and Library. These balances effectively represent the budget to actual balance of the City after any reserve transfers and/or debt financing. Effectively having a zero balance or better communicates the City is maintaining its requirement under the *Municipal Act* to balance its budget. In 2019, the City's year end balance was (\$5,342,748). As Council is aware considerable work was performed in the development of a reserve policy in 2020 and the establishment and reallocation of certain reserves. Following that work and the issuance of the Nickel Storm Sewer debt in 2020, staff identified the following remaining balances that represent historical under/(over) allocations of previous budgets to reserves:
 - City (over) allocation was (\$654,857)
 - Water under allocation was \$156,213
 - Wastewater under allocation was \$40,973

This report recommends Council approve the above transfers to/(from) their respective reserves. Specifically, the over allocation at the City would reduce the General Stabilization reserve and the under allocation of water and wastewater would increase those reserves. The consolidated financial statements attached in Appendix A reflect these reserve transfers and, should Council desire not to transfer these funds, Financial Services will reverse the entries.

For greater clarity and as noted in Note 9 of the consolidated financial statements, should Council approve these reserve transfers, their accumulated surplus/(deficit) for the City will show as zero.

At the April 12, 2021 Council meeting, Financial Services presented a Year End Surplus/(Deficit) and Closeout Report, Report 2021-74. That report identified the reserve balances as of December 31, 2020. These transactions would change the following reserves as follows:

Impacted Reserve	Balance in April 12, 2021 Report	Proposed Reserve Transactions	Other Audit Impact of Reserves	New Reserve Balance
City General stabilization	\$2,892,187	(\$654,857)	\$3,232*	\$2,240,562
City Water	\$744,517	\$156,213		\$900,730
City Wastewater	\$43,963	\$40,973		\$84,936

* Impact of Airport Accounting (Auditors grouped the City's portion of the Airport reserve balance here)

The only other reserve balances that are different between the audited financial statements and Report 2021-74 are those related to the Library. The Library approved reserve transfers at the June 1, 2021 board meeting. The net change in Library reserves was an increase of \$41,447 primarily resulting from their 2020 budget to actual surplus of \$35,475.

- Year over year the Reserve note remains as note 10 but has changed to reflect the newly approved reserve accounts and internal financing at the Marina.
- The segmented disclosure that starts on page 30 of the consolidated financial statements now breaks out storm sewer and specifically highlights the consolidated levy impact.

Financial Services thanks the City's audit firm for accommodating these changes at staff's request in the consolidated financial statements.

Auditors Audit Strategy and Results (Appendix B)

Financial Services, in preparing the financial statements, has historically, and in the current year, utilized Grant Thornton to balance reserve transaction accounting, record post-employment benefits and sick leave liability, as well as the consolidation of certain boards and committees. The summation of these entries is recorded on page 7 of Appendix B – Audit Strategy and Results. Staff highlight the largest entry relates to the recording of the auditor entries from the prior year and the second largest entry was the difference of recording a grant in reserves vs. deferred revenue.

Staff highlight Appendix B – Audit Strategy and Results also provides Council with:

- the auditors' approach to the audit and how they treated certain risks;
- comments on the auditors' independence;
- the management representation letter that staff are required to sign upon approval of the consolidated financial statements;
- a letter of internal control with management's plan to address (notably comments of potential segregation of duties weaknesses that have been addressed following the recent changes in Financial Service staffing); and
- upcoming audit and accounting developments.

The Financial Information Return (FIR) is being prepared at the time of writing this report.

The FIR is the main data collection tool used by the Ministry of Municipal Affairs to collect financial and statistical information from municipalities. The FIR is a standard

document comprised of a number of schedules that are updated each year to comply with current legislation and reporting requirements. It is possible when completing the FIR that certain account groupings may change and, because the financial statements and FIR need to match, the account groupings of revenue and expense on the financial statements may change. There will be no change in the net financial results of the City should any adjustment be required.

Financial Services would like to thank staff, boards and committees across the City and associated with the City for their efforts in moving up the timing of the completion of the Audited Financial Statements. A goal was set for May 2021 and, while that goal was missed, the timing was certainly an improvement from the fall of previous years. Staff will be debriefing the financial year-end close process with the incoming Manager, Financial Services and look to move the timing of audit completion (when audited financial statements come to Council for approval) to April 2022.

City Auditors

As the 2020 audit has come to a completion the contracted engagement with the City's auditors has also concluded.

Staff identify the auditors, being Grant Thornton LLP, have provided the City with an unsolicited proposal to extend their services another three years as attached in Appendix C.

In considering this proposal staff highlight the following:

- An extension is permitted according to the City's purchasing policy.
- The fees proposed represent a nominal increase over fiscal 2020. The proposed City increase is \$100.
- Staff have discussed with other area municipalities and note the proposed fees to be consistent with other area municipalities.

As Financial Services is working through a number of changes, including significant changes to the chart of accounts in addition to certain personnel changes, Financial Services identifies maintaining consistency in the audit function would be a tremendous resource at the present time. For this reason, this report recommends reappointing the auditors for another three years.

Having noted the above, should Council desire to tender the audit services, Financial Services will do that.

Financial Implications:

It is desirable to present audited financial statements to Council shortly after the end of each fiscal year and to be provided with an unqualified audit opinion each year.

Conclusion:

That Council approve the recommendation as presented above.

Appendices:

- a. Appendix A – 2020 Consolidated Financial Statements.
- b. Appendix B – Audit Strategy & Results
- c. Appendix C – Grant Thornton Audit Proposal

Respectfully submitted,

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

Report Approval:

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

Financial Report

City of Port Colborne

December 31, 2020

Draft - June 7, 2021

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City of Port Colborne

Consolidated Statement of Financial Position

As at December 31, 2020

	<u>2020</u>	<u>2019</u>
Financial assets		
Cash and cash equivalents (Note 2)	\$ 10,750,304	\$ 1,204,986
Portfolio investments (Note 3)	6,619,798	11,078,101
Taxes receivable	4,250,412	3,513,508
User charges receivable	2,072,451	2,024,256
Other receivables	<u>3,808,139</u>	<u>3,568,442</u>
	<u>27,501,104</u>	<u>21,389,293</u>
Liabilities		
Payables and accruals	5,176,683	6,535,178
Other liabilities	1,807,546	1,492,806
Deferred revenue (Note 5)	2,165,256	1,998,845
Long term debt (Note 6)	30,328,252	27,385,177
Employee benefit obligations (Notes 7 and 16)	<u>9,438,200</u>	<u>9,125,300</u>
	<u>48,915,937</u>	<u>46,537,306</u>
Net debt	<u>(21,414,833)</u>	<u>(25,148,013)</u>
Non-financial assets		
Tangible capital assets (Note 8)	136,141,674	138,865,725
Prepaid expenses	<u>801,979</u>	<u>1,100,795</u>
	<u>136,943,653</u>	<u>139,966,520</u>
Accumulated surplus (Note 9)	<u>\$ 115,528,820</u>	<u>\$ 114,818,507</u>

Contingencies (Notes 20 and 21)
 Commitments (Note 22)
 Impacts of COVID-19 and subsequent events (Note 25)

Approved by

 Chief Administrative Officer

 Director, Corporate Services/Treasurer

See accompanying notes to the consolidated financial statements

City of Port Colborne

Consolidated Statement of Operations

For the Year Ended December 31, 2020

	Budget 2020 (Note 24)	Actual 2020	Actual 2019
Revenues			
Taxation (Note 11)	\$ 19,592,134	\$ 19,763,302	\$ 18,668,245
User charges (Note 13)	15,152,014	13,237,369	13,880,797
Government transfers (Note 14)	8,332,214	4,760,830	5,276,201
Penalties and interest	460,000	443,497	506,320
Investment income	35,000	223,743	307,356
Other (Note 15)	2,055,637	1,158,861	1,075,615
	<u>45,626,999</u>	<u>39,587,602</u>	<u>39,714,534</u>
Expenses			
General government	4,631,117	5,476,341	5,294,267
Protection to persons and property	4,248,413	4,713,803	4,410,030
Transportation services	7,629,575	7,895,703	7,774,161
Environmental services	11,682,178	11,107,659	10,775,507
Health services	203,911	123,011	187,866
Recreation and culture services	9,794,100	8,771,189	10,019,161
Planning and development	1,054,929	789,583	946,903
	<u>39,244,223</u>	<u>38,877,289</u>	<u>39,407,895</u>
Annual surplus	6,382,776	710,313	306,639
Accumulated surplus (Note 9)			
Beginning of year	<u>114,818,507</u>	<u>114,818,507</u>	<u>114,511,868</u>
End of year	<u>\$ 121,201,283</u>	<u>\$ 115,528,820</u>	<u>\$ 114,818,507</u>

See accompanying notes to the consolidated financial statements.

City of Port Colborne

Consolidated Statement of Changes in Net Debt

For the Year Ended December 31, 2020

	Budget 2020 (Note 24)	Actual 2020	Actual 2019
Annual surplus	\$ 6,382,776	\$ 710,313	\$ 306,639
Amortization of tangible capital assets	5,648,463	5,652,879	5,510,987
Acquisition of tangible capital assets	(12,964,343)	(3,015,630)	(5,597,476)
Proceeds from disposal of tangible capital assets	-	705,494	272,350
Gain on disposal of tangible capital assets	(8,000)	(618,692)	(115,794)
	(941,104)	3,434,364	376,706
Usage (acquisition) of prepaid expenses	-	298,816	(317,285)
Increase (decrease) in net debt	(941,104)	3,733,180	59,421
Net debt			
Beginning of year	(25,148,013)	(25,148,013)	(25,207,434)
End of year	\$ (26,089,117)	\$ (21,414,833)	\$ (25,148,013)

See accompanying notes to the consolidated financial statements.

City of Port Colborne

Consolidated Statement of Cash Flows

For the Year Ended December 31, 2020

	<u>2020</u>	<u>2019</u>
Increase (decrease) in cash and cash equivalents		
Operating activities		
Annual surplus	\$ 710,313	\$ 306,639
Non-cash items:		
Amortization of tangible capital assets	5,652,879	5,510,987
Gain on disposal of tangible capital assets	(618,692)	(115,794)
Increase in taxes receivable	(736,904)	(621,099)
(Increase) decrease in user charges receivable	(48,195)	27,688
Increase in other receivables	(239,697)	(1,295,542)
(Decrease) increase in payables and accruals	(1,358,495)	874,018
Increase in other liabilities	314,740	251,767
Increase in deferred revenue	166,411	1,130,619
Decrease (increase) in prepaid expenses	298,816	(317,285)
	<u>4,141,176</u>	<u>5,751,998</u>
Capital activities		
Proceeds from disposal of tangible capital assets	705,494	272,350
Acquisition of tangible capital assets	(3,015,630)	(5,597,476)
	<u>(2,310,136)</u>	<u>(5,325,126)</u>
Financing activities		
Issue of long term debt	5,000,000	-
Repayment of long term debt	(1,975,452)	(1,503,637)
Issue of capital lease obligation	-	94,443
Repayment of capital lease obligation	(81,473)	(84,221)
Increase in employee benefit obligation	312,900	611,000
	<u>3,255,975</u>	<u>(882,415)</u>
Investing activities		
Disposal (purchase) of portfolio investments, net	4,458,303	(215,390)
Net increase (decrease) in cash and cash equivalents	9,545,318	(670,933)
Cash and cash equivalents (Note 2)		
Beginning of year	<u>1,204,986</u>	<u>1,875,919</u>
End of year	<u>\$ 10,750,304</u>	<u>\$ 1,204,986</u>

See accompanying notes to the consolidated financial statements.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

1. Significant accounting policies

Management responsibility

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

The significant accounting policies used are as follows:

(a) Reporting entity

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

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

Interdepartmental and organizational transactions and balances are eliminated.

The following joint local board is proportionally consolidated:

Niagara Central Airport Commission (Joint Board)

Related party transactions are eliminated (Note 17).

The statements exclude trust assets that are administered for the benefit of external parties (Note 18).

(b) Basis of accounting

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

(c) Cash and cash equivalents

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

(d) Portfolio investments

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

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

1. Significant accounting policies (continued)

(e) Deferred revenue

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

(f) Employee future benefits

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

(g) Contaminated sites liability

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

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

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

(h) Tangible capital assets

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

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

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

1. Significant accounting policies (continued)

(h) Tangible capital assets (continued)

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

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

Amortization is based on the following classifications and useful lives:

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

(i) Subdivision infrastructure

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

(j) Revenue recognition

i) Taxation

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

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

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

1. Significant accounting policies (continued)

(j) Revenue recognition (continued)

i) Taxation (continued)

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

ii) User charges

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

iii) Government transfers

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

iv) Other

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

(k) Reserves for future expenses

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

(l) Local improvements

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

(m) Region and school board transactions

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

(n) Use of estimates

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

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

2. Cash and cash equivalents

	<u>2020</u>	<u>2019</u>
Cash on hand	\$ 3,550	\$ 3,950
Bank balances	<u>10,746,754</u>	<u>1,201,036</u>
	<u>\$ 10,750,304</u>	<u>\$ 1,204,986</u>

3. Portfolio investments

Guaranteed investment certificates carry an effective interest rate from 2.05% to 2.20% with maturity dates in June, 2021. Interest is receivable on maturity. Carrying value approximates market value.

4. Bank indebtedness

An operating line of credit of \$ 4,000,000 has been established with the CIBC, of which \$ Nil (2019 - \$ Nil) was used at December 31, 2020. An executed borrowing by-law in form and content satisfactory to CIBC is in effect to a limit of \$ 4,000,000. Interest is calculated at prime minus 0.50%. Overdrafts outstanding under the line of credit are converted to a promissory note at the CIBC's request which has not been enacted.

5. Deferred revenue

	<u>2020</u>	<u>2019</u>
Development Charges Act	\$ 79,603	\$ 171,705
Parkland	<u>260,110</u>	<u>259,104</u>
Federal gas tax	<u>1,069,588</u>	<u>1,192,893</u>
Ontario Community Infrastructure Fund	<u>755,955</u>	<u>375,143</u>
	<u>\$ 2,165,256</u>	<u>\$ 1,998,845</u>

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

5. Deferred revenue (continued)

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

	<u>2020</u>	<u>2019</u>
Balance, beginning of year	\$ <u>1,998,845</u>	\$ <u>868,226</u>
Contributions from		
Development charges	126,629	169,046
Interest earned	35,225	25,244
Government transfers received		
Federal	555,335	1,153,086
Provincial	418,760	404,300
	<u>1,135,949</u>	<u>1,751,676</u>
Utilized for		
Tangible capital asset acquisitions	(954,538)	(476,944)
Operations	(15,000)	(144,113)
	<u>(969,538)</u>	<u>(621,057)</u>
Balance, end of year	\$ <u>2,165,256</u>	\$ <u>1,998,845</u>

6. Long term debt

2020

2019

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

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

Capital lease obligations

Net long term debt

\$ <u>30,270,175</u>	\$ <u>27,245,627</u>
<u>58,077</u>	<u>139,550</u>
\$ <u>30,328,252</u>	\$ <u>27,385,177</u>

City of Port Colborne
Notes to the Consolidated Financial Statements
For the Year Ended December 31, 2020

6. Long term debt (continued)

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

<u>Debenture Type</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>2020</u>	<u>2019</u>
Serial	1.60 to 4.65%	2020	\$ -	\$ 690,040
Serial	1.20 to 1.60%	2021	60,782	120,651
Amortizer	2.67%	2023	826,161	1,141,588
Serial	1.15 to 2.80%	2025	1,441,000	1,711,000
Amortizer	3.18%	2028	502,298	560,733
Amortizer	3.37%	2033	560,747	596,290
Amortizer	3.46%	2035	1,709,219	1,794,876
Amortizer	3.22%	2037	399,395	416,805
Amortizer	3.70%	2043	1,594,428	1,639,212
Amortizer	3.43%	2047	12,945,616	13,233,254
Amortizer	3.56%	2048	5,230,529	5,341,178
Amortizer	2.29%	2050	5,000,000	-
Capital leases	Various	2021-2023	58,077	139,550
			\$ 30,328,252	\$ 27,385,177

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

2021	\$ 1,478,501
2022	1,437,728
2023	1,289,352
2024	1,154,607
2025	1,190,995

(d) The Municipality paid \$ 902,951 (2019 - \$ 961,298) interest on long term debt during the year.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

7. Employee benefit obligations	2020	2019
Workplace Safety and Insurance Board future benefits	\$ 2,309,300	\$ 2,272,200
Vested sick leave benefits	295,200	306,200
Retirement benefits	<u>6,833,700</u>	<u>6,546,900</u>
	9,438,200	9,125,300
Less: benefits funded by future liabilities reserve	<u>(1,355,755)</u>	<u>(123,067)</u>
	\$ 8,082,445	\$ 9,002,233

(a) Workplace Safety and Insurance Board future benefits

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

In 2020, an actuarial estimate of future liabilities has been completed and forms the basis for the estimated liability reported in these financial statements. During the year \$ 36,575 (2019 - \$ 35,459) was paid by the City to the WSIB in relation to these benefits.

The accrued benefit obligation at December 31, 2020 of \$ 2,309,300 (2019 - \$ 2,272,200) was determined by an actuarial valuation using a discount rate of 2.90% (2019 - 2.90%).

The most recent actuarial valuation was prepared at December 31, 2019.

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

(i) Interest (discount) rate

The obligations as at December 31, 2020 of the present value of future liabilities were determined using a discount rate of 2.90% (2019 - 2.90%).

(ii) Future benefit indexing rate

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

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

7. Employee benefit obligations (continued)

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

	<u>2020</u>	<u>2019</u>
Accrued benefit obligation		
Beginning of year	\$ 2,272,200	\$ 1,899,500
Benefit payments	(206,600)	(378,200)
Current service cost	164,200	706,500
Interest cost	70,300	72,400
Amortization of actuarial loss (gain)	9,200	(28,000)
	<u>\$ 2,309,300</u>	<u>\$ 2,272,200</u>
Funded status		
Deficit	\$ 2,391,800	\$ 2,363,900
Unamortized actuarial loss	(82,500)	(91,700)
	<u>\$ 2,309,300</u>	<u>\$ 2,272,200</u>
The net benefit expense is as follows:		
Current service cost	\$ 164,200	\$ 706,500
Interest cost	70,300	72,400
Amortization of actuarial loss (gain)	9,200	(28,000)
	<u>\$ 243,700</u>	<u>\$ 750,900</u>

(b) Vested sick leave benefits

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

The accrued benefit obligation at December 31, 2020 of \$ 295,200 (2019 - \$ 306,200) was determined by an actuarial valuation using a discount rate of 2.90% (2019 - 2.90%).

The most recent actuarial valuation for the vested sick leave was prepared at December 31, 2019.

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

(i) Interest (discount) rate

The obligations as at December 31, 2020 of the present value of future liabilities were determined using a discount rate of 2.90% (2019 - 2.90%).

(ii) Salary increase rate

The rate used to increase salaries is assumed to be 3.00% (2019 - 3.00%) per annum. This rate reflects management's best estimate of future salary increases.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

7. Employee benefit obligations (continued)

(b) Vested sick leave benefits (continued)

	<u>2020</u>	<u>2019</u>
Accrued benefit obligation		
Beginning of year	\$ 306,200	\$ 264,400
Benefit payments	(55,700)	(18,300)
Current service cost	31,200	28,700
Interest cost	10,000	10,800
Plan amendment	-	18,300
Amortization of actuarial loss	3,500	2,300
	<u>\$ 295,200</u>	<u>\$ 306,200</u>
Funded status		
Deficit	\$ 328,400	\$ 342,900
Unamortized actuarial loss	(33,200)	(36,700)
	<u>\$ 295,200</u>	<u>\$ 306,200</u>
The net benefit expense is as follows:		
Current service cost	\$ 31,200	\$ 28,700
Interest cost	10,000	10,800
Plan amendment	-	18,300
Amortization of actuarial loss	3,500	2,300
	<u>\$ 44,700</u>	<u>\$ 60,100</u>

During the year \$ Nil (2019 - \$ Nil) was paid to employees who left the Municipality's employment. The Municipality has set aside \$ 1,355,755 (2019 - \$ 123,067) in a reserve.

(c) Retirement benefits

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

The accrued benefit obligation at December 31, 2020 of \$ 6,833,700 (2019 - \$ 6,546,900) was determined by an actuarial valuation using a discount rate of 2.90% (2019 - 2.90%).

The City's obligation under the retirement provision of employment agreements will be funded out of current revenue. During the year benefit payments of \$ 358,700 (2019 - \$ 362,000) were paid to retirees.

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

The most recent actuarial valuation for the retirement benefits was prepared at December 31, 2019.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

7. Employee benefit obligations (continued)

(c) Retirement benefits (continued)

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

(i) Interest (discount) rate

The obligations as at December 31, 2020 of the present value of future liabilities were determined using a discount rate of 2.90% (2019 - 2.90%).

(ii) Medical costs

Drug costs were assumed to be 7.30% in 2020 (2019 - 7.48%) and decrease 0.175% per year until 2036 when the rate will be 4.50% and continue thereafter.

Vision costs were assumed to be 1.50% in 2020 (2019 - 1.75%) and decrease 0.25% per year until 2026 when the rate will be 0% and continue thereafter.

Other health costs were assumed to be 4.50% in 2020 (2019 - 4.50%) and continue thereafter.

(iii) Dental costs

Dental costs were assumed to be 5.25% in 2020 and decrease 0.1875% per year until 2024 when the rate will be 4.50% and continue thereafter.

	<u>2020</u>	<u>2019</u>
Accrued benefit obligation		
Beginning of year	\$ 6,546,900	\$ 6,350,400
Benefit payments	(358,700)	(362,000)
Current service cost	380,900	329,100
Interest cost	206,300	216,800
Amortization of actuarial loss	<u>58,300</u>	<u>12,600</u>
	<u>\$ 6,833,700</u>	<u>\$ 6,546,900</u>
Funded status		
Deficit	\$ 7,144,100	\$ 6,915,600
Unamortized actuarial loss	<u>(310,400)</u>	<u>(368,700)</u>
	<u>\$ 6,833,700</u>	<u>\$ 6,546,900</u>

The net benefit expense is as follows:

Current service cost	\$ 380,900	\$ 329,100
Interest cost	206,300	216,800
Amortization of actuarial loss	<u>58,300</u>	<u>12,600</u>
	<u>\$ 645,500</u>	<u>\$ 558,500</u>

City of Port Colborne
Notes to the Consolidated Financial Statements
For the Year Ended December 31, 2020

8. Tangible capital assets

	<u>Land</u>	<u>Land Improvements</u>	<u>Buildings and Leaseholds</u>	<u>Vehicles</u>	<u>Furniture and Equipment</u>	<u>Infrastructure</u>	<u>Construction in Process</u>	<u>2020</u>
Cost								
Beginning of year	\$ 5,617,498	\$ 18,625,163	\$ 59,902,611	\$ 5,045,158	\$ 9,113,110	\$ 127,071,527	\$ 1,242,665	\$ 226,617,732
Additions	-	317,113	230,463	125,394	848,103	1,331,858	162,699	3,015,630
Disposals	(43,805)	-	-	(34,284)	(277,615)	(271,099)	-	(626,803)
End of year	<u>5,573,693</u>	<u>18,942,276</u>	<u>60,133,074</u>	<u>5,136,268</u>	<u>9,683,598</u>	<u>128,132,286</u>	<u>1,405,364</u>	<u>229,006,559</u>
Accumulated amortization								
Beginning of year	-	8,849,423	16,213,856	2,789,286	5,175,322	54,724,120	-	87,752,007
Amortization	-	590,513	1,701,020	307,202	705,064	2,349,080	-	5,652,879
Amortization on disposals	-	-	-	(34,284)	(237,377)	(268,340)	-	(540,001)
End of year	<u>-</u>	<u>9,439,936</u>	<u>17,914,876</u>	<u>3,062,204</u>	<u>5,643,009</u>	<u>56,804,860</u>	<u>-</u>	<u>92,864,885</u>
Net book value	<u>\$ 5,573,693</u>	<u>\$ 9,502,340</u>	<u>\$ 42,218,198</u>	<u>\$ 2,074,064</u>	<u>\$ 4,040,589</u>	<u>\$ 71,327,426</u>	<u>\$ 1,405,364</u>	<u>\$ 136,141,674</u>

City of Port Colborne
Notes to the Consolidated Financial Statements
For the Year Ended December 31, 2020

8. Tangible capital assets (continued)

	<u>Land</u>	<u>Land Improvements</u>	<u>Buildings and Leaseholds</u>	<u>Vehicles</u>	<u>Furniture and Equipment</u>	<u>Infrastructure</u>	<u>Construction in Process</u>	<u>2019</u>
Cost								
Beginning of year	\$ 5,628,931	\$ 18,282,161	\$ 59,644,455	\$ 5,115,983	\$ 8,687,275	\$ 111,837,553	\$ 12,870,820	\$ 222,067,178
Additions	-	350,749	267,621	91,484	654,810	15,860,967	1,249,103	18,474,734
Disposals	(11,433)	(7,747)	(9,465)	(162,309)	(228,975)	(626,993)	(12,877,258)	(13,924,180)
End of year	<u>5,617,498</u>	<u>18,625,163</u>	<u>59,902,611</u>	<u>5,045,158</u>	<u>9,113,110</u>	<u>127,071,527</u>	<u>1,242,665</u>	<u>226,617,732</u>
Accumulated amortization								
Beginning of year	-	8,281,070	14,531,615	2,631,795	4,699,906	52,987,000	-	83,131,386
Amortization	-	576,100	1,691,637	319,801	673,516	2,249,933	-	5,510,987
Amortization on disposals	-	(7,747)	(9,396)	(162,310)	(198,100)	(512,813)	-	(890,366)
End of year	<u>-</u>	<u>8,849,423</u>	<u>16,213,856</u>	<u>2,789,286</u>	<u>5,175,322</u>	<u>54,724,120</u>	<u>-</u>	<u>87,752,007</u>
Net book value	<u>\$ 5,617,498</u>	<u>\$ 9,775,740</u>	<u>\$ 43,688,755</u>	<u>\$ 2,255,872</u>	<u>\$ 3,937,788</u>	<u>\$ 72,347,407</u>	<u>\$ 1,242,665</u>	<u>\$ 138,865,725</u>

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

9. Accumulated surplus	<u>2020</u>	<u>2019</u>
Consists of:		
Surpluses (deficits)		
Operating	\$ -	\$ (5,342,748)
Port Colborne Public Library Board	-	40,872
Port Colborne Downtown Development Board	40,619	44,708
Port Colborne Main Street Business Improvement Area	26,095	29,777
Niagara Central Airport Commission (Note 17)	(37,948)	(33,273)
	<u>28,766</u>	<u>(5,260,664)</u>
Investment in tangible capital assets	<u>136,141,674</u>	<u>138,865,725</u>
Unfunded liabilities		
Long term debt	(30,328,252)	(27,385,177)
Employee benefit obligations	(9,438,200)	(9,125,300)
	<u>(39,766,452)</u>	<u>(36,510,477)</u>
Reserves and reserve funds (Note 10)	<u>19,124,832</u>	<u>17,723,922</u>
	<u>\$ 115,528,820</u>	<u>\$ 114,818,506</u>

10. Reserves and reserve funds	<u>2020</u>	<u>2019</u>
Reserves and reserve funds set aside for specific purposes by Council or agreement		
Boards and committees		
Community Safety Committee	\$ 3,947	\$ 1,807
Library bequest	4,188	3,660
Library future liabilities	54,129	16,524
Library capital	120,712	107,022
Library	52,602	13,578
Grant Committee	12,250	-
Local Architectural Conservation Advisory Committee	10,184	8,184
Mayors Youth Council Committee	3,217	3,217
Seniors Advisory Committee	4,392	2,600
Niagara South Coast Tourism	35,402	27,000
Museum bequests	51,473	51,183
Museum capital	31,667	73,098
	<u>384,163</u>	<u>307,873</u>

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

10. Reserves and reserve funds (continued)	<u>2020</u>	<u>2019</u>
Programs, grants and activities		
Canada Summer Games	30,000	15,000
Canal Days	50,000	50,000
CIP incentives	110,054	94,749
Municipal elections	90,585	37,582
Roselawn	679,299	216,627
Transit	166,078	49,666
	<u>1,126,016</u>	<u>463,624</u>
Self sustaining entities		
Building department	83,220	129,720
Nickel Beach	212,729	142,590
Overhalt cemetery	23,397	40,579
Marina	(192,099)	523,123
	<u>127,247</u>	<u>836,012</u>
General government		
Encumbrance	197,285	851,141
Future liabilities	1,355,755	123,067
Opportunity Fund	2,000,000	-
Subject matter experts	208,598	208,598
General stabilization	2,240,562	2,563,083
Working capital	2,018,700	7,143,904
	<u>8,020,900</u>	<u>10,889,793</u>
Capital and related projects		
Drains	343,955	302,361
Facilities	131,386	505,073
Fleet and equipment	704,237	973,832
Goderich maintenance	83,852	93,878
Infrastructure	2,441,383	2,038,763
Storm sewer	235,832	95,356
Wastewater	84,936	685,796
Water	900,730	531,561
	<u>4,926,311</u>	<u>5,226,620</u>
Allocated capital and related projects	<u>4,540,195</u>	<u>-</u>
Total reserves and reserve funds	<u>\$ 19,124,832</u>	<u>\$ 17,723,922</u>

The marina reserve of \$ (192,099) represents a reserve of \$ 175,851 less internal financing of \$ (367,952).

City of Port Colborne
Notes to the Consolidated Financial Statements
For the Year Ended December 31, 2020

11. Taxation	Budget 2020	Actual 2020	Actual 2019
Real property		\$ 39,544,008	\$ 37,582,759
From other governments			
Payments in lieu of taxes		<u>462,507</u>	<u>447,461</u>
		<u>40,006,515</u>	<u>38,030,220</u>
Less: taxation collected on behalf of (Note 12):			
Region of Niagara		<u>15,010,032</u>	<u>14,107,998</u>
School boards		<u>5,233,181</u>	<u>5,253,977</u>
		<u>20,243,213</u>	<u>19,361,975</u>
Net taxes available for municipal purposes		<u>\$ 19,763,302</u>	<u>\$ 18,668,245</u>
Residential, multi-residential and farm	\$ 15,112,964	\$ 15,149,789	\$ 14,396,190
Commercial and industrial	<u>4,479,170</u>	<u>4,613,513</u>	<u>4,272,055</u>
Net taxes available for municipal purposes	<u>\$ 19,592,134</u>	<u>\$ 19,763,302</u>	<u>\$ 18,668,245</u>

12. Collections for the Region of Niagara and school boards

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

	<u>2020</u>	<u>2019</u>
Region of Niagara	\$ 15,010,032	\$ 14,107,998
School boards	<u>5,233,181</u>	<u>5,253,977</u>
	<u>\$ 20,243,213</u>	<u>\$ 19,361,975</u>

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

City of Port Colborne
Notes to the Consolidated Financial Statements
For the Year Ended December 31, 2020

13. User charges	Budget 2020	Actual 2020	Actual 2019
Operating			
Fees and service charges	\$ 3,707,506	\$ 2,801,116	\$ 3,921,157
Direct water billings	5,149,224	4,851,686	4,636,417
Wastewater surcharges	5,975,929	5,257,321	4,976,591
Licences and permits	319,355	327,246	346,632
	<u>\$ 15,152,014</u>	<u>\$ 13,237,369</u>	<u>\$ 13,880,797</u>
14. Government transfers	Budget 2020	Actual 2020	Actual 2019
Operating			
Government of Canada	\$ 88,212	\$ 294,233	\$ 112,275
Province of Ontario	3,005,521	3,765,819	3,957,538
Municipal	7,500	-	5,000
	<u>3,101,233</u>	<u>4,060,052</u>	<u>4,074,813</u>
Capital			
Government of Canada	715,000	697,779	951,671
Province of Ontario	4,515,981	2,999	249,717
	<u>5,230,981</u>	<u>700,778</u>	<u>1,201,388</u>
	<u>\$ 8,332,214</u>	<u>\$ 4,760,830</u>	<u>\$ 5,276,201</u>

City of Port Colborne
Notes to the Consolidated Financial Statements
For the Year Ended December 31, 2020

15. Other revenue	Budget 2020	Actual 2020	Actual 2019
Operating			
Fines	\$ 23,000	\$ -	\$ 46,685
Rental income	46,410	37,010	98,549
Contributions from developers	-	15,000	47,833
Transfer from trust funds	4,000	5,338	5,443
Donations	239,600	13,144	126,890
Other	<u>200,884</u>	<u>184,913</u>	<u>231,912</u>
	<u>513,894</u>	<u>255,405</u>	<u>557,312</u>
Capital			
Donations	1,397,000	12,128	183,901
Other	136,743	272,636	218,608
Gain on disposal of tangible capital assets	<u>8,000</u>	<u>618,692</u>	<u>115,794</u>
	<u>1,541,743</u>	<u>903,456</u>	<u>518,303</u>
	<u>\$ 2,055,637</u>	<u>\$ 1,158,861</u>	<u>\$ 1,075,615</u>

16. Pension agreements

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

Since OMERS is a multi-employer pension plan, the Municipality does not recognize any share of the pension plan deficit of \$ 7.7 billion (2019 - \$ 1.5 billion surplus) based on the fair market value of the plan's assets, as this is a joint responsibility of all Ontario municipal entities and their employees. Contributions were made in the 2020 calendar year at rates ranging from 9.0% to 15.8% depending on the member's designated retirement age and level of earnings. Employer contributions for current and past service are included as an expense in the consolidated statement of operations. Employer contributions to OMERS for 2020 current and past service was \$ 948,393 (2019 - \$ 933,094) and were matched by employee contributions in a similar amount.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

17. Niagara Central Airport Commission

The Niagara Central Airport Commission operates a two runway airport offering a year round fixed base operation. The Commission is funded by the four nearby municipalities, City of Welland, City of Port Colborne, Town of Pelham and the Township of Wainfleet. The City of Port Colborne has a non-controlling interest in the airport of 19% (2019 - 19%) based on population.

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

	<u>2020</u>	<u>2019</u>
Financial assets		
Cash and cash equivalents	\$ 237,067	\$ 228,562
Receivables	<u>31,065</u>	<u>43,073</u>
	<u>268,132</u>	<u>271,635</u>
Liabilities		
Accounts payable and accrued liabilities	67,881	44,734
Loans payable	374,431	365,423
Capital lease obligation	<u>40,081</u>	<u>47,473</u>
	<u>482,393</u>	<u>457,630</u>
Net debt	<u>(214,261)</u>	<u>(185,995)</u>
Non-financial assets		
Prepaid expenses	15,040	1,354
Fuel inventory	15,659	25,685
Tangible capital assets	<u>1,476,176</u>	<u>1,492,862</u>
	<u>1,506,875</u>	<u>1,519,901</u>
Accumulated surplus	<u>\$ 1,292,614</u>	<u>\$ 1,333,906</u>
Accumulated surplus consists of:		
Operating deficit	\$ (199,726)	\$ (175,120)
Reserves	16,164	16,164
Investment in tangible capital assets	<u>1,476,176</u>	<u>1,492,862</u>
	<u>\$ 1,292,614</u>	<u>\$ 1,333,906</u>
Revenues		
Grants	\$ 154,770	\$ 167,510
Fuel, rentals and other	94,652	120,047
Interest	-	571
Expenses	<u>(276,436)</u>	<u>(292,366)</u>
Annual deficit	<u>\$ (27,014)</u>	<u>\$ (4,238)</u>

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

17. Niagara Central Airport Commission (continued)

The financial position information is as reported by the Niagara Central Airport Commission as at December 31, 2020 and the results of operations are as reported for the year ended December 31, 2020. The comparative financial position and results of operations figures are as reported by the Niagara Central Airport Commission at December 31, 2019.

The Municipality has recorded in the financial statements its 19% (2019 - 19%) share of the Niagara Central Airport Commissions' assets, liabilities, accumulated surplus, revenues, expenses, and annual surplus.

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

	<u>2020</u>	<u>2019</u>
Government transfers	\$ 29,406	\$ 31,827
Interest	2,743	3,014
Loan, bearing interest of 3.5% per annum repayable in annual instalments of \$ 6,012, commencing June 15, 2018	\$ 36,791	\$ 41,327
Loan, bearing interest of 4.3% per annum repayable in annual instalments of \$ 4,113, commencing August 24, 2019	<u>27,377</u>	<u>30,170</u>
	<u>\$ 64,168</u>	<u>\$ 71,497</u>

18. Trust funds

Trust funds administered by the Municipality amounting to \$ 463,342 (2019 - \$ 447,832) have not been included in the consolidated statement of financial position nor have these operations been included in the consolidated statement of operations.

19. Subdividers' deposits

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

	<u>2020</u>	<u>2019</u>
Letters of credit, beginning of year	\$ 1,158,096	\$ 1,448,750
Net deletions	<u>(87,691)</u>	<u>(290,654)</u>
Letters of credit, end of year	<u>\$ 1,070,405</u>	<u>\$ 1,158,096</u>

These letters of credit are not reflected in the accounts.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

20. Contingencies

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

21. Liabilities for contaminated sites

The Municipality reports environmental liabilities related to the management and remediation of any contaminated sites where the Municipality is obligated or likely obligated to incur such costs. The Municipality has identified one property where environmental assessments have indicated soil contamination exceeds environmental standards. A reasonable estimate of any liability cannot be made as the Municipality has not determined how the property will be used, therefore, no liability has been recognized.

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

22. Commitments

Tax increment based grants

The Municipality has commitments for tax increment based grants with various expiry dates up to 2024. There are currently five signed agreements with a term spanning ten years each. At December 31, 2020, the total amount remaining to be paid from these agreements is \$ 69,849 with the total commitment for each of the next four years as follows:

2021	\$	33,722
2022		32,520
2023		2,405
2024		1,202

23. Comparative figures

Certain of the comparative figures have been reclassified to conform with the consolidated financial statement presentation adopted for the current year.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

24. Budget

The budget bylaw adopted by Council March 23, 2020 was not prepared on a basis consistent with that used to report actual results in accordance with Canadian public sector accounting standards. The budget was prepared on a modified accrual basis while Canadian public sector accounting standards require a full accrual basis. As a result, the budget figures presented in the consolidated statement of operations and consolidated statement of changes in net debt represent the budget adopted by Council with the following adjustments:

Budgeted annual surplus	\$ 82,948
Add:	
Acquisition of tangible capital assets	12,964,343
Repayment of long term debt	1,492,698
Less:	
Transfers (to) from reserves, net	(2,508,750)
Amortization of tangible capital assets	<u>(5,648,463)</u>
Budgeted surplus per consolidated statement of operations	<u>\$ 6,382,776</u>

25. Impacts of COVID-19 and subsequent events

Since December 31, 2019, the outbreak of COVID-19 and related global responses have caused material disruptions to businesses around the world, leading to an economic slowdown. Global equity markets have experienced significant volatility and weakness. Governments and central banks have responded with monetary and fiscal interventions to stabilize economic conditions. While governments and central banks have reacted with monetary and fiscal interventions designed to stabilize economic conditions, the duration and extent of the impact of the COVID-19 outbreak, as well as the effectiveness of government and central bank responses, remains unclear at this time.

The Municipality had to limit activity during its fiscal year due to the COVID-19 pandemic. The Municipality has not identified any events related to the COVID-19 pandemic which occurred during its fiscal year or were determined to be subsequent events, and therefore there has been no significant impact on the financial position and results of operations as of and for the year ended December 31, 2020.

The duration and impact of the COVID-19 pandemic, as well as the effectiveness of government and central bank responses, remains unclear at this time. It is not possible to reliably estimate the duration and severity of these consequences, as well as the impact on the financial position and results of the Municipality for future periods.

City of Port Colborne

Notes to the Consolidated Financial Statements

For the Year Ended December 31, 2020

26. Segmented reporting

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

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

General

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

Water

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

Wastewater

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

Storm sewer

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

Port Colborne Public Library Board

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

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

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

City of Port Colborne
Consolidated Schedule of Segment Disclosure
For the Year Ended December 31, 2020

	<u>General</u>	<u>Library</u>	<u>Eliminations</u>	<u>Levy</u>	<u>Water</u>	<u>Wastewater</u>	<u>Storm sewer</u>	<u>2020</u>
Revenues								
Taxation	\$ 19,763,302	\$ -	\$ -	\$ 19,763,302	\$ -	\$ -	\$ -	\$ 19,763,302
User charges	2,318,486	6,767	-	2,325,253	4,885,841	5,259,575	766,700	13,237,369
Government transfers	4,720,126	814,531	(773,827)	4,760,830	-	-	-	4,760,830
Penalties and interest	443,497	-	-	443,497	-	-	-	443,497
Investment income	223,375	368	-	223,743	-	-	-	223,743
Other revenue	<u>1,163,244</u>	<u>1,775</u>	<u>-</u>	<u>1,165,019</u>	<u>(6,158)</u>	<u>-</u>	<u>-</u>	<u>1,158,861</u>
	<u>28,632,030</u>	<u>823,441</u>	<u>(773,827)</u>	<u>28,681,644</u>	<u>4,879,683</u>	<u>5,259,575</u>	<u>766,700</u>	<u>39,587,602</u>
Expenses								
Salaries and benefits	14,104,116	565,221	-	14,669,337	637,762	121,566	47,076	15,475,741
Materials	6,332,738	132,139	-	6,464,877	274,093	92,164	70,653	6,901,787
Contract services	1,999,605	86,009	-	2,035,614	2,319,969	4,908,604	160,273	9,424,460
Rents and								
financial expenses	276,554	75	-	276,629	5,675	8,713	1,201	292,218
External transfers								
to others	<u>72,233</u>	<u>-</u>	<u>-</u>	<u>72,233</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>72,233</u>
Interest on								
long term debt	630,345	-	-	630,345	85,240	-	199,174	914,759
Tax write-offs	143,212	-	-	143,212	-	-	-	143,212
Amortization	4,208,609	75,910	-	4,284,519	636,215	368,763	363,382	5,652,879
Inter-functional transfers	<u>283,495</u>	<u>-</u>	<u>(773,827)</u>	<u>(490,332)</u>	<u>269,124</u>	<u>221,208</u>	<u>-</u>	<u>-</u>
	<u>28,050,907</u>	<u>809,354</u>	<u>(773,827)</u>	<u>28,086,434</u>	<u>4,228,078</u>	<u>5,721,018</u>	<u>841,759</u>	<u>38,877,289</u>
Annual surplus (deficit)	<u>\$ 581,123</u>	<u>\$ 14,087</u>	<u>\$ -</u>	<u>\$ 595,210</u>	<u>\$ 651,605</u>	<u>\$ (461,443)</u>	<u>\$ (75,059)</u>	<u>\$ 710,313</u>

City of Port Colborne
Consolidated Schedule of Segment Disclosure
For the Year Ended December 31, 2019

	<u>General</u>	<u>Library</u>	<u>Eliminations</u>	<u>Levy</u>	<u>Water</u>	<u>Wastewater</u>	<u>Storm sewer</u>	<u>2019</u>
Revenues								
Taxation	\$ 18,668,245	\$ -	\$ -	\$ 18,668,245	-	\$ -	\$ -	\$ 18,668,245
User charges	3,485,262	21,650	-	3,506,912	4,660,259	4,981,948	731,678	13,880,797
Government transfers	5,002,230	836,538	(766,432)	5,072,336	-	-	203,865	5,276,201
Penalties and interest	506,320	-	-	506,320	-	-	-	506,320
Investment income	305,984	1,372	-	307,356	-	-	-	307,356
Other revenue	990,648	4,904	-	995,552	23,363	(4,633)	61,333	1,075,615
	<u>28,958,689</u>	<u>864,464</u>	<u>(766,432)</u>	<u>29,056,721</u>	<u>4,683,622</u>	<u>4,977,315</u>	<u>996,876</u>	<u>39,714,534</u>
Expenses								
Salaries and benefits	13,929,301	574,489	-	14,503,790	735,049	49,809	24,737	15,313,385
Materials	7,145,536	111,996	-	7,257,532	257,609	89,634	33,964	7,638,739
Contract services	2,061,244	82,674	-	2,093,918	2,472,044	4,616,384	185,700	9,368,046
Rents and								
financial expenses	306,086	115	-	306,201	1,179	102	21,076	328,558
External transfers								
to others	86,488	-	-	86,488	-	-	-	86,488
Interest on								
long term debt	655,411	-	-	655,411	91,502	-	193,006	939,919
Tax write-offs	221,773	-	-	221,773	-	-	-	221,773
Amortization	4,165,473	76,817	-	4,242,290	620,272	367,226	281,199	5,510,987
Inter-functional transfers	416,554	-	(766,432)	(349,878)	241,549	108,329	-	-
	<u>28,987,866</u>	<u>796,091</u>	<u>(766,432)</u>	<u>29,017,525</u>	<u>4,419,204</u>	<u>5,231,484</u>	<u>739,682</u>	<u>39,407,895</u>
Annual surplus (deficit)	\$ (29,177)	\$ 68,373	\$ -	\$ 39,196	\$ 264,418	\$ (254,169)	\$ 257,194	\$ 306,639

City of Port Colborne

Consolidated Schedule of Segment Disclosure with Budget Information

For the Year Ended December 31, 2020

	Budget 2020	Actual 2020	Actual 2019
General			
Revenue			
Taxation	\$ 19,592,134	\$ 19,763,302	\$ 18,668,245
User charges	3,202,032	2,318,486	3,485,262
Government transfers	8,293,886	4,720,126	5,002,230
Penalties and interest	460,000	443,497	506,320
Investment income	35,000	223,375	305,984
Other	2,040,137	1,163,244	990,648
	<u>33,623,189</u>	<u>28,632,030</u>	<u>28,958,689</u>
Expenses			
Salaries and wages	13,283,340	14,104,116	13,929,301
Materials	6,906,650	6,332,738	7,145,536
Contracted services	2,056,319	1,999,605	2,061,244
Rents and financial expenses	155,244	276,554	306,086
External transfers to others	95,624	72,233	86,488
Interest on long term debt	632,842	630,345	655,411
Tax write-offs	237,000	143,212	221,773
Amortization	4,204,193	4,208,609	4,165,473
Inter-functional transfers	283,495	283,495	416,554
	<u>27,854,707</u>	<u>28,050,907</u>	<u>28,987,866</u>
Annual surplus (deficit)	<u>\$ 5,768,482</u>	<u>\$ 581,123</u>	<u>\$ (29,177)</u>

City of Port Colborne

Consolidated Schedule of Segment Disclosure with Budget Information

For the Year Ended December 31, 2020

	Budget 2020	Actual 2020	Actual 2019
Library			
Revenue			
User charges	\$ 20,450	\$ 6,767	\$ 21,650
Government transfers	812,155	814,531	836,538
Investment income	-	368	1,372
Other	1,500	1,775	4,904
	<u>834,105</u>	<u>823,441</u>	<u>864,464</u>
Expenses			
Salaries and wages	602,544	565,221	574,489
Materials	121,778	132,139	111,996
Contracted services	24,000	36,009	32,674
Rents and financial expenses	-	75	115
Amortization	75,910	75,910	76,817
	<u>824,232</u>	<u>809,354</u>	<u>796,091</u>
Annual surplus	<u>\$ 9,873</u>	<u>\$ 14,087</u>	<u>\$ 68,373</u>

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

For the Year Ended December 31, 2020

	Budget 2020	Actual 2020	Actual 2019
Water			
Revenue			
User charges	\$ 5,173,824	\$ 4,885,841	\$ 4,660,259
Other	6,000	(6,158)	23,363
	<u>5,179,824</u>	<u>4,879,683</u>	<u>4,683,622</u>
Expenses			
Salaries and wages	790,145	637,762	735,049
Materials	308,681	274,093	257,609
Contracted services	2,589,263	2,319,969	2,472,044
Rents and financial expenses	4,580	5,675	1,179
Interest on long term debt	87,296	85,240	91,502
Amortization	636,215	636,215	620,272
Inter-functional transfers	269,606	269,124	241,549
	<u>4,685,786</u>	<u>4,228,078</u>	<u>4,419,204</u>
Annual surplus	<u>\$ 494,038</u>	<u>\$ 651,605</u>	<u>\$ 264,418</u>

City of Port Colborne

Consolidated Schedule of Segment Disclosure with Budget Information

For the Year Ended December 31, 2020

	Budget 2020	Actual 2020	Actual 2019
Wastewater			
Revenue			
User charges	\$ 5,980,429	\$ 5,259,575	\$ 4,981,948
Other	8,000	-	(4,633)
	<u>5,988,429</u>	<u>5,259,575</u>	<u>4,977,315</u>
Expenses			
Salaries and wages	354,379	121,566	49,809
Materials	206,290	92,164	89,634
Contracted services	4,699,799	4,908,604	4,616,384
Rents and financial expenses	2,153	8,713	102
Amortization	368,763	368,763	367,226
Inter-functional transfers	221,208	221,208	108,329
	<u>5,852,592</u>	<u>5,721,018</u>	<u>5,231,484</u>
Annual (deficit) surplus	<u>\$ 135,837</u>	<u>\$ (461,443)</u>	<u>\$ (254,169)</u>

City of Port Colborne

Consolidated Schedule of Segment Disclosure with Budget Information

For the Year Ended December 31, 2020

	Budget 2020	Actual 2020	Actual 2019
Storm sewer			
Revenue			
User charges	\$ 775,279	\$ 766,700	\$ 731,678
Government transfers	-	-	203,865
Other	-	-	61,333
	<u>775,279</u>	<u>766,700</u>	<u>996,876</u>
Expenses			
Salaries and wages	87,655	47,076	24,737
Materials	73,417	70,653	33,964
Contracted services	86,655	160,273	185,700
Rents and financial expenses	454	1,201	21,076
Interest on long term debt	189,170	199,174	193,006
Amortization	363,382	363,382	281,199
	<u>800,733</u>	<u>841,759</u>	<u>739,682</u>
Annual (deficit) surplus	<u>\$ (25,454)</u>	<u>\$ (75,059)</u>	<u>\$ 257,194</u>

City of Port Colborne
Trust Funds
Statement of Financial Position
As at December 31, 2020

	Local Improvements	Julia Yager Trust	Fulton Trust	Sherkston Trust	Overholt Cemetery	Roselawn Centre	2020	2019
Assets								
Cash and cash equivalents	\$ 23,494	\$ 7,401	\$ 1,047	\$ 5,910	\$ -	\$ 53,237	\$ 91,089	\$ 90,347
Due from City of Port Colborne	-	-	-	-	500	-	500	3,849
Investments	-	-	-	5,802	365,951	-	371,753	353,507
Accrued interest	-	-	-	-	-	-	-	129
Net assets	\$ 23,494	\$ 7,401	\$ 1,047	\$ 11,712	\$ 366,451	\$ 53,237	\$ 463,342	\$ 447,832

Impacts of COVID-19 and subsequent events (Note 3)

See accompanying notes to the financial statements

City of Port Colborne
Trust Funds
Statement of Operations and Changes in Net Assets
For the Year Ended December 31, 2020

	Local Improvements	Julia Yager Trust	Fulton Trust	Sherkston Trust	Overholt Cemetery	Roselawn Centre	2020	2019
Revenues								
Interest	\$ 188	\$ 2	\$ -	\$ 74	\$ 6,774	\$ 423	\$ 7,461	\$ 7,010
Perpetual trust contributions	-	-	-	-	13,387	-	13,387	15,407
	188	2	-	74	20,161	423	20,848	22,417
Expenses								
Transfers to revenue fund	-	-	-	-	5,338	-	5,338	5,443
Excess of revenue over expenses	188	2	-	74	14,823	423	15,510	16,974
Net assets								
Beginning of year	23,306	7,399	1,047	11,638	351,628	52,814	447,832	430,858
End of year	\$ 23,494	\$ 7,401	\$ 1,047	\$ 11,712	\$ 366,451	\$ 53,237	\$ 463,342	\$ 447,832

See accompanying notes to the financial statements

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

For the Year Ended December 31, 2020

	<u>2020</u>	<u>2019</u>
Net increase (decrease) in cash and cash equivalents		
Operating activities		
Excess of revenues over expenses	\$ 15,510	\$ 16,974
Decrease in due from City of Port Colborne	3,349	3,147
Decrease (increase) in accrued interest	129	(2)
	<u>18,988</u>	<u>20,119</u>
Investing activities		
Increase in investments - net	<u>(18,246)</u>	<u>(18,588)</u>
Net increase in cash and cash equivalents	742	1,531
Cash and cash equivalents		
Beginning of year	<u>90,347</u>	<u>88,816</u>
End of year	<u>\$ 91,089</u>	<u>\$ 90,347</u>

See accompanying notes to the financial statements

City of Port Colborne

Trust Funds

Notes to the Financial Statements

For the Year Ended December 31, 2020

1. Summary of significant accounting policies

Management responsibility

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

The significant accounting policies used are as follows:

(a) Basis of accounting

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

(b) Cash and cash equivalents

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

(c) Portfolio investments

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

(d) Financial instruments

Initial measurement

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

Subsequent measurement

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

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

City of Port Colborne

Trust Funds

Notes to the Financial Statements

For the Year Ended December 31, 2020

2. Portfolio investments

Portfolio investments consist of money market, bond and equity funds with annual interest rates ranging from 0.30% to 3.20% and a guaranteed investment certificate with an annual interest rate of 0.25% maturing December, 2021. Portfolio investments have an estimated market value of \$ 432,277 (2019 - \$ 409,715).

3. Impacts of COVID-19 and subsequent events

Since December 31, 2019, the spread of COVID-19 has severely impacted many local economies around the globe. In many countries, including Canada, businesses are being forced to cease or limit operations for long or indefinite periods of time. Measures taken to contain the spread of the virus, including travel bans, quarantines, social distancing, and closures of non-essential services have triggered significant disruptions to businesses worldwide, resulting in an economic slowdown. Global stock markets have also experienced great volatility and a significant weakening. Governments and central banks have responded with monetary and fiscal interventions to stabilize economic conditions. The Trust Funds' management is anticipating that the pandemic will not have a significant impact on its operations.

The Trust Funds have not identified any events related to the COVID-19 pandemic which were determined to be subsequent events, and therefore there has been no impact on the financial position and results of operations as of and for the year ended December 31, 2020.

The duration and impact of the COVID-19 pandemic, as well as the effectiveness of government and central bank responses, remains unclear at this time. It is not possible to reliably estimate the duration and severity of these consequences, as well as their impact on the financial position and results of the Trust Funds for future periods.



City of Port Colborne

For the year ended December 31, 2020

Report to the Members of Council
Audit results

June 14, 2021

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Appendices

Appendix A – Draft Independent auditor’s report
Appendix B – Draft Management representation letter
Appendix C – Internal control letter
Appendix D – PSAS Accounting developments
Appendix E – Auditing developments

Executive summary

Purpose of report and scope

The purpose of this report is to engage in an open dialogue with you regarding our audit of the consolidated financial statements of the City of Port Colborne (the "entity") for the year ended December 31, 2020. This communication will assist the Members of Council in understanding the results of audit procedures and includes comments on misstatements, significant accounting policies, sensitive estimates and other matters.

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

We were engaged to provide the following deliverables:

Deliverable	[Timing/Status]
Report on the December 31, 2020 consolidated financial statements	June 14, 2021
Communication of audit results	June 14, 2021

Status of our audit

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

We will finalize our report upon resolution of the following items that were outstanding as at June 14, 2021:

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

We have successfully executed our audit strategy in accordance with the plan presented to the Members of Council on February 1, 2021.

Independence

We confirm that there have been no changes to our status with respect to independence since we confirmed our independence to you on February 1, 2021.

Audit risks and results

We highlight our significant findings in respect of COVID-19 impacts on audit risks and responses, significant transactions, accounting practices and other areas of focus.

COVID-19 impact on audit risks and responses

Area of focus	Matter	Our response and findings
Subsequent events and COVID-19	The COVID-19 virus became widespread in January, 2020 and the magnitude of its impact increased thereafter. Management determined there were no significant impacts resulting from COVID-19 and identified no significant related subsequent events. This has been disclosed in Note 25 to the financial statements.	<ul style="list-style-type: none">Reviewed the financial statement disclosure provided by management We have no finding to note in connection with the subsequent events disclosure

Areas of focus

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

Area of focus	Matter	Our response and findings
Fraud risk from revenue recognition	<p>There is a presumed risk of fraud in revenue.</p> <ul style="list-style-type: none"> The risk primarily relates to revenue recognized under water and sewer and other revenue 	<ul style="list-style-type: none"> Recalculation of the net tax revenues based on verified assessment rolls and approved tax rates Analytical assessment of revenues based on budgeted expectations Subsequent receipts testing of receivables as at December 31, 2020 (statistical sample) Assessed the adequacy of allowances for doubtful accounts by testing subsequent receipts, reviewing management estimates and examining supporting documentation <p>There were no significant findings as a result of these procedures.</p>
Fraud risk from management override / segregation of duties	<p>This is a presumed fraud risk.</p> <ul style="list-style-type: none"> The risk primarily relates to limited segregation of duties, administrative access to accounting system and the senior finance management's ability to post journal entries 	<ul style="list-style-type: none"> Tested the appropriateness of journal entries recorded in the general ledger and other adjustments made in the preparation of the financial statements Reviewed accounting estimates for biases Evaluated the business rationale for significant transactions that are or appear to be outside the normal course of business <p>There were no significant findings as a result of these procedures.</p>
Taxation revenue and receivables	<ul style="list-style-type: none"> The taxes receivable balances may be invalid and the allowance for uncollectible taxes understated 	<ul style="list-style-type: none"> Recalculation of the net tax revenues based on verified assessment rolls and approved tax rates Subsequent receipts testing of taxes receivable as at December 31, 2020 (statistical sample) Assessed the adequacy of the allowance for doubtful accounts by testing subsequent receipts, reviewing management estimates and examining support for the value of underlying property <p>There were no significant findings as a result of these procedures.</p>

Area of focus	Matter	Our response and findings
Purchases and payables	Payables may be understated or not recorded in the correct period.	<ul style="list-style-type: none"> Analytical assessment of expenses based on budgeted expectations Reviewed supporting documentation and management estimates with respect to the completeness and accuracy of significant year end accruals Performed a search for unrecorded liabilities <p>There were no significant findings as a result of these procedures.</p>
Provisions for employee benefits	Provision and related expense may be understated.	<ul style="list-style-type: none"> Reviewed actuarial reports, method and assumptions used Tested supporting calculations relating to the various amounts and disclosures <p>There were no significant findings as a result of these procedures.</p>
Provisions for contaminated sites liability	Provision and related expense may be understated.	<ul style="list-style-type: none"> Reviewed assumptions used by management Tested supporting calculations relating to the various amounts and disclosures <p>There were no significant findings as a result of these procedures.</p>

Sensitive accounting estimates and disclosures

Area of focus	Matter	Our response and findings
Sensitive accounting estimates and disclosures	The provision for vested sick leave of approximately \$ 295,000 and retirement benefits of approximately \$ 6,834,000.	<ul style="list-style-type: none"> Management engaged an actuary to calculate the liabilities for vested sick leave and for employees who have taken early retirement based on the current annual benefits and the number of years until the employees turn 65. Liabilities have been recognized in the financial statements for vested sick leave and employee retirement benefits. The objective is to recognize a liability in the reporting period in which employees have provided the services that give rise to the benefits. Management's estimate is based on the actuary's valuation report and is reasonable in the context of the consolidated financial statements taken as a whole. The actuary's valuation was performed in accordance with the standards of the Canadian Institute of Actuaries. <p>Management's estimate is reasonable in the context of the consolidated financial statements taken as a whole.</p>
Sensitive accounting estimates and disclosures	The provision for the Workplace Safety and Insurance Board future benefits of approximately \$ 2,309,000.	<ul style="list-style-type: none"> The Municipality is a Workplace Safety and Insurance Board ("WSIB") Schedule II employer under the Workplace Safety & Insurance Act and follows a policy of self-insurance for all its employees. An actuarial estimate of future liabilities has been completed and forms the basis for the estimated liability reported in these financial statements. The Municipality remits payments to the WSIB as required to fund disability payments. <p>Management's estimate is reasonable in the context of the consolidated financial statements taken as a whole.</p>
Factors affecting disclosure values	The provision for uncollectible taxes of approximately \$ 161,000.	<ul style="list-style-type: none"> Management reviews previous year's rebates to determine the current years. Management also reviews accounts which are significantly in arrears and determines if it is likely that they will be collected either through the land owner or through tax sale. For tax revenue amounts billed but may not be collected as of December 31, 2020. For uncollected accounts, management estimates the collectability of these receivables based on their age and their knowledge of the specific properties. As part of our audit, we review the age of the receivables and search for any subsequent receipts or relevant communications to assess whether management's allowance for uncollectable receivables is reasonable. <p>Management's estimate is reasonable in the context of the consolidated financial statements taken as a whole.</p>

Area of focus	Matter	Our response and findings	
Factors affecting disclosure values	Useful life estimates of tangible capital assets.	The estimated useful lives assigned to tangible capital assets are as follows:	
		Land improvements	10-100 years
		Buildings	20-50 years
		Leasehold improvement	20-50 years
		Vehicles	10-20 years
		Office equipment and furniture and fixtures	5-10 years
		Machinery and equipment	3-30 years
		Infrastructure	10-100 years

Adjustments and uncorrected misstatements

Adjustments

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

Description	Statement of Financial Position			Statement of Operations
	Assets	Liabilities	Accumulated Surplus	Annual Surplus
To balance interfund transfers	\$ 14,462	\$ 14,402	\$ -	\$ 60
To correct trust funds and remove interest income from City balances	(648)	-	-	(648)
To consolidate the Main St and Downtown BIAs into the City	33,386	24,278	-	9,108
To correct deferred revenue	-	-	318,969	(318,969)
To proportionately consolidate the airport	4,191	(533)	(4)	4,728
To correct current year balances from prior period entries made in error	-	-	436,719	(436,719)
To record City drains expense	-	-	20,204	(20,204)
To correct the BIA receivable	(20,000)	(24,004)	-	4,004
Total adjusted misstatements before estimated tax effect	\$ 31,391	\$ 14,143	\$ 775,888	\$ (758,640)

Uncorrected misstatements

We have no non-trivial unadjusted misstatements to report.

Other adjustments

Management made the following adjustments after receipt of the trial balance and audit working papers.

Increase (Decrease)	Statement of Financial Position			Statement of Operations effect
	Assets	Liabilities	Accumulated surplus	
Description				Net surplus
To correct 2020 drainage superintendent grant	\$ (13,454)	\$ -	\$ -	\$ (13,454)
To record drainage labour	2,303			2,303
To decrease allowance for uncollectible taxes	96,654			96,654
To record year end reserve transfers	12,940 (12,940)		772,803 (722,803)	
To adjust Library reserves for operating surplus transfer			41,448 (41,448)	
To adjust City reserves for operating surplus transfer			1,192,664 (1,192,664)	
Total other adjustments	\$ 85,503	\$ -	\$ -	\$ 85,503

Summary of disclosure matters

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

Other reportable matters

Internal control

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

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

Please refer to Appendix C for a detailed explanation of the following internal control observations noted during our audit:

Information Technology

- Segregation of duties and assignment of administrator rights
- Review of user access rights

Financial Reporting

- Journal entry controls

Financial Activities

- Segregation of duties

Technical updates – highlights

Accounting

Accounting standards issued by the Accounting Standards Board that may affect the entity in future years include:

- PS 1150 Generally Accepted Accounting Principles
- PS 3160 Public Private Partnerships
- PS 1000 Financial statement concepts, Section 1201 Financial Statement Presentation, and PSG-8 Purchased intangibles
- Annual Improvements

Further details of the changes to accounting standards are included in the Appendix D. If you have any questions about these changes we will be pleased to address your concerns.

Assurance

Auditing standards issued by the AASB that may change the nature, timing and extent of our audit procedures on the entity and our communication with the Members of Council include:

- CAS 540 Accounting Estimates

Further details of the changes to accounting standards are included in the Appendix E. If you have any questions about these changes we will be pleased to address your concerns.

Appendix A – Draft Independent auditor's report

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

Opinion

We have audited the consolidated financial statements of the Corporation of the City of Port Colborne ("the Municipality"), which comprise the consolidated statement of financial position as at December 31, 2020, and the consolidated statements of operations, changes in net debt and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly in all material respects, the financial position of the Corporation of the City of Port Colborne as at December 31, 2020, and its results of operations, its changes in its net financial assets, and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

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

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

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

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

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

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

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

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

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Municipality's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Municipality's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Municipality to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Municipality and the organizations it controls to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

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

Port Colborne, Canada
May __, 2021

Chartered Professional Accountants
Licensed Public Accountants

Appendix B – Draft Management representation letter

May __, 2021

Grant Thornton LLP

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

Dear Sirs:

We are providing this letter in connection with your audit of the consolidated financial statements of the Corporation of the City of Port Colborne as of December 31, 2020, and for the year then ended, for the purpose of expressing an opinion as to whether the consolidated financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows of the Corporation of the City of Port Colborne in accordance with Canadian public sector accounting standards.

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

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

We confirm, to the best of our knowledge and belief, as of May ____, 2021, the following representations made to you during your audit.

Financial statements

- 1 The consolidated financial statements referred to above present fairly, in all material respects, the financial position of the municipality as at December 31, 2020 and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards, as agreed to in the terms of the audit engagement.

Completeness of information

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

Fraud and error

- 10 We have no knowledge of fraud or suspected fraud affecting the municipality involving management; employees who have significant roles in internal control; or others, where the fraud could have a non-trivial effect on the consolidated financial statements.
- 11 We have no knowledge of any allegations of fraud or suspected fraud affecting the municipality's financial statements communicated by employees, former employees, analysts, regulators or others.
- 12 We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.

Recognition, measurement and disclosure

- 13 We believe that the significant assumptions used by us in making accounting estimates, including those used in arriving at the fair values of financial instruments as measured and disclosed in the consolidated financial statements, are reasonable and appropriate in the circumstances.
- 14 We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities, both financial and non-financial, reflected in the consolidated financial statements.
- 15 All related party transactions have been appropriately measured and disclosed in the consolidated financial statements.

- 16 The nature of all material measurement uncertainties has been appropriately disclosed in the consolidated financial statements, including all estimates where it is reasonably possible that the estimate will change in the near term and the effect of the change could be material to the consolidated financial statements.
- 17 All outstanding and possible claims, whether or not they have been discussed with legal counsel, have been disclosed to you and are appropriately reflected in the consolidated financial statements.
- 18 All liabilities and contingencies, including those associated with guarantees, whether written or oral, have been disclosed to you and are appropriately reflected in the consolidated financial statements.
- 19 With respect to environmental matters:
- a) at year end, there were no liabilities or contingencies that have not already been disclosed to you;
 - b) liabilities or contingencies have been recognized, measured and disclosed, as appropriate, in the consolidated financial statements; and
 - c) commitments have been measured and disclosed, as appropriate, in the consolidated financial statements.
- 20 The municipality has satisfactory title to (or lease interest in) all assets, and there are no liens or encumbrances on the municipality's assets nor has any been pledged as collateral.
- 21 We have disclosed to you, and the municipality has complied with, all aspects of contractual agreements that could have a material effect on the consolidated financial statements in the event of non-compliance, including all covenants, conditions or other requirements of all outstanding debt.
- 22 The Harmonized Sales Tax (HST) transactions recorded by the municipality are in accordance with the federal and provincial regulations. The HST liability/receivable amounts recorded by the municipality are considered complete.
- 23 Employee future benefit costs, assets, and obligations have been determined, accounted for and disclosed in accordance with the requirements of Section 3250 *Retirement Benefits* and Section 3255 *Post-Employment Benefits, Compensated Absences and Terminations Benefits* of the Canadian Institute of Chartered Accountants (CICA) Public Sector – Accounting.
- 24 Events subsequent to the statement of financial position date up to the date hereof have been recognized or disclosed in the financial statements. Further, there have been no events subsequent to the date of the comparative financial statements that would require adjustment of those financial statements and related notes.
- 25 We have provided sufficient and appropriate disclosure of the impact of COVID-19 on the municipality in Note 25 to the financial statements. The representations made therein accurately reflect the impact to the municipality and its continued operations.

Other

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

Yours very truly,

Chief Administrative Officer

Director of Corporate Services/Treasurer

Draft - June 7, 2021

Appendix C – Internal control letter

May 14, 2021

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

Dear Members of Management:

In connection with our audit of the City of Port Colborne consolidated financial statements as of December 31, 2020 and for the year then ended, the Canadian Auditing Standards require that we advise management and Council (hereinafter referred to as “those charged with governance”) of the following internal control matters identified during our audit.

Our responsibilities

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

Identified deficiencies in internal control

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

Significant deficiencies

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

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

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

Information Technology

Segregation of duties and assignment of administrator rights

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

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

Management response

As of May 25, 2021, this access has been removed.

Review of user access rights

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

Management response

As of May 25, 2021, the Manager, Financial Services, will review the access listing and document that review on a trimester basis.

Financial Reporting

Journal entry controls

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

Management response

As of May 25, 2021, this access has been removed. The Manager, Financial Services has been provided approval access only.

Financial Activities

Segregation of duties

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

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

Management response

The recently implemented organizational changes in the Financial Services department that migrated all billings under the tax and water clerks has removed the identified segregations of duties issue going forward.

Management responses

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

* * *

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

Yours sincerely,

Grant Thornton LLP

James D. Brennan, CPA, CA
Principal

JDB/jf

Appendix D – PSAS

Accounting developments

Public Sector Accounting Standards	Effective date
<p>Section PS 1150 <i>Generally Accepted Accounting Principles</i></p> <p>Section PS 1150 has been amended to require public sector entities to look to accounting pronouncements published by the International Public Sector Accounting Standards Board (IPSASB) as the first accounting framework to consult in situations not covered by primary sources of GAAP. When a standard from the IPSASB exists, it must be consulted first before standards issued by other bodies authorized to issue accounting standards.</p> <p>This amendment would only be applied only to new transactions or other events after the effective date for which the entity has no existing accounting policy. It also does not require the revision of existing accounting policies.</p>	<p>Fiscal years beginning on or after April 1, 2021.</p>
<p>Section PS 3160 <i>Public Private Partnerships</i></p> <p>New Section PS 3160 <i>Public Private Partnerships</i> establishes standards on how to account for public private partnerships between public and private sector entities where infrastructure is procured by a public sector entity using a private sector partner that is obligated to design, build, acquire or better infrastructure; finance the infrastructure past the point where the infrastructure is ready for use and operate and/or maintain the infrastructure. Infrastructure typically includes items such as tangible capital assets (i.e., complex network systems), but may also include items that are intangible in nature. The main features of the new Section are:</p> <ul style="list-style-type: none"> • The infrastructure is recognized as an asset when the public sector entity acquires control of the infrastructure. A liability is also recognized when the public sector entity recognizes an asset. • The infrastructure asset and corresponding liability are initially measured at the cost of the infrastructure asset. • Subsequent measurement of the infrastructure asset is based on the asset cost amortized in a rational and systematic manner over the useful life of the asset. • Subsequent measurement of the financial liability is at amortized cost using the effective interest method. When all or a portion of the liability represents a performance obligation, revenue is recognized, and the liability reduced in accordance with the substance of the public private partnership agreement (as performance is achieved). • Retrospective or prospective application is permitted. 	<p>Fiscal years beginning on or after April 1, 2023.</p> <p>Earlier adoption is permitted.</p>

<p>Section PS 1000 <i>Financial statement concepts</i>, Section 1201 <i>Financial Statement Presentation</i>, and PSG-8 <i>Purchased intangibles</i></p> <p>Section PS 1000 has been amended to remove the prohibition of recognition of purchased intangibles in public sector financial statements. Consequentially, Section PS 1201 has also been amended to remove disclosure requirements for unrecognized purchased intangibles since entities can now recognize purchased intangibles in their financial statements. Entities still reporting in accordance with Section PS 1200 <i>Financial Statement Presentation</i> can also adopt the amendments and recognize purchased intangible assets. New Public Sector Guideline, PSG-8 <i>Purchased intangibles</i>, has been issued to explain the scope of the intangibles that are allowed to be recognized in the financial statements given this amendment to Section PS 1000. However, it is important to note that no further recognition, measurement, disclosure and presentation guidance has been provided.</p> <p>The main features of PSG-8 include:</p> <ul style="list-style-type: none"> • A definition of purchased intangibles • Examples of items that are not purchased intangibles • References to other guidance in the PSA Handbook on intangibles • Reference to the asset definition, general recognition criteria and the GAAP hierarchy for accounting for purchased intangibles <p>Retrospective or prospective application is permitted.</p>	<p>Fiscal years beginning on or after April 1, 2023.</p> <p>Earlier adoption is permitted.</p>
<p>2019-2020 Annual Improvements</p> <p>The following significant amendment has been made to PSAS as a result of the annual improvements process:</p> <ul style="list-style-type: none"> • A clarification has been added to the <i>Introduction to Public Sector Accounting Standards</i> to require public sector entities to adopt all related consequential amendments when they early adopt a new or amended standard. Consequential amendments are not available for early adoption if the related amended standard has not been early adopted 	<p>Effective immediately</p>

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

Since 2012, government not-for-profit organizations (GNPOs) have been required to adopt PSAS but were given the option of applying the specific GNPO accounting standards in PSAS. Some GNPOs have utilized those standards, while others have not. The PSAB recognized that a "one-size-fits-all" approach may not be appropriate for all stakeholders. As a result, in PSAB's 2017-2022 Strategic Plan, the Board signaled intent to understand the needs and concerns of GNPOs and consider if some standards should be applied differently by them. In 2018, PSAB consulted with over 100 GNPO stakeholders to understand their fiscal and regulatory environment, their financial reporting needs, and their financial reporting perspectives in its first Consultation Paper. Diversity in the financial reporting framework, presentation of net debt and fund accounting, the impact of balanced budget requirements and endowments were some of the items stakeholders raised. In January 2021, PSAB released a second Consultation Paper. The purpose of the paper is to:

- summarize the feedback to Consultation Paper I;
- describe the options considered for a GNPO Strategy;
- describe the decision-making criteria used to evaluate the options; and
- propose a GNPO Strategy.

The deadline to respond to the Consultation paper is May 12, 2021.

International strategy

The PSAB has reviewed its current approach towards International Public Sector Accounting Standards (IPSAS) with the intent of developing options for its International Strategy. At its May 2020 meeting, PSAB decided that it will adapt IPSAS principles when developing future Canadian Public Sector Accounting Standards for the Public Sector Accounting Handbook. PSAB has issued a brief document summarizing its decision and what it means, entitled [In Brief – A plain and simple overview of PSAB's 2020 decision to adapt IPSAS principles when developing future standards](#), as well as the [Basis for Conclusions](#) on how it reached its decision. This decision will apply to all projects beginning on or after April 1, 2021.

Concepts underlying financial performance

In response to feedback from stakeholders, the PSAB is proposing changes to its conceptual framework and its reporting model with a focus on measuring the financial performance of public sector entities. A conceptual framework is a clear set of related concepts that act as the foundation for the development of standards and the application of professional judgment. In January 2021, PSAB issued four important exposure drafts:

- *The Conceptual Framework for Financial Reporting in the Public Sector* - PSAB has proposed to issue a revised Conceptual Framework that would include 10 chapters:
 - Chapter 1: Introduction to the Conceptual Framework
 - Chapter 2: Characteristics of public sector entities
 - Chapter 3: Financial reporting objective
 - Chapter 4: Role of financial statements
 - Chapter 5: Financial statement foundations
 - Chapter 6: Financial statement objectives
 - Chapter 7: Financial statement information
 - Chapter 8: Elements of financial statements
 - Chapter 9: Recognition and measurement in financial statements
 - Chapter 10: Presentation concepts for financial statements

The proposed Conceptual Framework would replace the existing conceptual framework in Section PS 1000 *Financial Statement Concepts* and Section PS 1100 *Financial Statement Objectives*

- *Financial Statement Presentation, Proposed Section PS 1202* – PSAB has proposed replacing the existing reporting model standard in Section PS 1201 *Financial Statement Presentation*. The proposed changes would make some significant changes to financial presentation for public sector entities
- *Consequential Amendments Arising from the Proposed Conceptual Framework* – This Exposure Draft will summarize the implications for the rest of the CPA Canada Public Sector Accounting (PSA) Handbook; and
- *Consequential Amendments Arising from the Financial Statement Presentation Standard, Proposed Section PS 1202* – This Exposure Draft will summarize the implications for the rest of the PSA Handbook as a result of new proposed Section PS 1202.

The deadline for responses to the exposure drafts is May 12, 2021.

Appendix E – Auditing developments

Canadian Auditing Standards (CASs) and other Canadian Standards issued by the AASB	Effective date
<p>Revisions to CAS 540 <i>Auditing Accounting Estimates, including Fair Value Accounting Estimates, and Related Disclosures</i></p> <p>In June 2018, the IAASB approved a revised version of ISA 540 <i>Auditing Accounting Estimates and Related Disclosures</i>. In revising the standard, the IAASB focused on improving the scalability of the ISA to very simple accounting estimates, as well as the most complex accounting estimates. The AASB concluded that the changes to the ISA would be adopted as CASs, with no special amendments being necessary with respect to the Canadian auditing environment. The key changes to the revised standard include:</p> <ul style="list-style-type: none"> • Explicit recognition of the spectrum of inherent risk and introduction of concept of inherent risk factors • Requirement for enhanced risk assessment procedures relating to understanding the entity, including internal control • Inclusion of objectives-based work effort requirements directed to methods, data and assumptions when responding to the risks of material misstatement • Enhanced "stand back" requirement for audit evidence obtained, including an increased emphasis on professional scepticism • Clarification of the relationship between CAS 540 (revised) and the other CASs and the requirements when using the work of management's expert as audit evidence in testing how management made the accounting estimate 	<p>The revised standard is effective for audits of financial statements with periods beginning on or after December 15, 2019.</p>

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

Non-authoritative Guidance issued during the year	Issued
None.	



Grant Thornton

An instinct for growth™

June 4, 2020

Mr. Bryan Boles, CPA, CA, MBA
Director of Corporate Services
City of Port Colborne
66 Charlotte Street
Port Colborne, ON
L2V 3C8

Grant Thornton LLP

Suite B
222 Catharine Street, PO Box 336
Port Colborne, ON
L3K 5W1

T +1 905 834 3651
F +1 905 834 5095

Dear Mr. Boles:

Thank you for the opportunity to provide quoted fees for a three-year term as your external auditors. Grant Thornton LLP values the long-time relationship we have with the City and would very much like to continue as your auditor.

We are pleased to quote the following fees for the audit of the City, its Library and BIAs for the fiscal years 2021 through to 2023. This quote is dependent upon our firm being engaged for a minimum of the three-year term.

Report	2021 Fees	2022 Fees	2023 Fees
Audit of the City of Port Colborne consolidated financial statements including the preparation of the consolidated financial statements	\$ 41,300	\$ 42,200	\$ 43,100
Audit of the City of Port Colborne Trust Funds financial statements including the preparation of the financial statements	1,425	1,450	1,475
Audit and preparation of the Port Colborne Public Library Board financial statements	6,550	6,675	6,800
Audit and preparation of the Downtown Development Board financial statements	1,475	1,500	1,550
Audit and preparation of the Main Street BIA financial statements	1,475	1,500	1,550

Our proposed fees are after a discount of approximately 35% of our standard rates. These fees are based upon the assumption that there will be no material change in the scope of our assignment or in the nature of transactions entered into by the City, Library and BIAs and upon receiving agreed upon assistance from staff. Our fee is also based on the understanding that the responsibilities of the external auditors will be limited to the audit and the preparation of the financial statements. The audit work will not generally include accounting, preparation of supporting working papers or schedules, or any other non-audit task.

In choosing Grant Thornton LLP, you are partnering with a firm that considers the City of Port Colborne a very important client. We have the experience, commitment, and record of performance to deliver value added audit services, and look forward to another three years as your auditor and preferred advisor.

If you have any questions, please contact us.

Yours sincerely,

Grant Thornton LLP

A handwritten signature in black ink, appearing to read "James D. Brennan". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

James D. Brennan, CPA, CA
Principal

JDB/jf



Subject: Centennial Park - Cedar Bay Beach Residency Exceptions

To: Council

From: Corporate Services Department

Report Number: 2021-165

Meeting Date: June 14, 2021

Recommendation:

That Corporate Services Department Report 2021-165 be received as information.

Purpose:

In response to the referral from Council to explore potential exemptions to residency requirements at Centennial Park – Cedar Bay Beach, staff have prepared various options for consideration.

Background:

New operational guidelines for the 2021 season have limited the parking at Centennial Park – Cedar Bay Beach to residents of Port Colborne, the Niagara Region or anyone with proof of occupancy, such as a short-term rental, in the City of Port Colborne.

At the May 25, 2021 Council meeting, Council received a request from one individual to consider exemptions to these guidelines and Council subsequently referred the request to staff for a report.

Discussion:

Potential reasons for exemptions could include, but not be limited to; previous resident of Port Colborne, relative named on the Cenotaph, history of vacationing in the area, relative is permanent resident but cannot accompany during a visit, part of a special interest group.

To vet these requests, staff propose the following options for consideration:

1. Staff administer with discretion. Can be overseen by staff currently on site, with no additional measures to current operations. Allows for consistency and fairness while achieving efficiency.

2. Staff Ad hoc Committee – on a request basis with discretion. Requires time and resources to meet and review applications. Allows for a potential higher perception of consistency and fairness.

3. Council Ad hoc Committee – on a request basis with discretion. Requires time and resources of both Staff and Councillors to meet and review applications. Allows for a potential higher perception of consistency and fairness.

If Council desires to move forward with exemptions to residency restrictions at Centennial Park – Cedar Bay Beach, staff suggest that option one be approved with successful exemptions to be treated as Port Colborne residents and given access to the beach free of charge.

Financial Implications:

All options could allow each qualified exemption to be treated like a Port Colborne resident (free of charge) or be treated like a Niagara resident (\$25 weekday/ \$35 weekend).

Conclusion:

Having identified the above, staff would recommend option 1 as being the most simplistic and efficient to implement if Council desired to provide exemptions. An additional recommendation would be that successful exemptions are treated like a Port Colborne resident and therefore can access the beach for free.

Respectfully submitted,

Bryan Theal
Manager of Recreation
905-835-2901 ext. 535
Bryan.theal@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: Recommendation Report for Zoning By-law Amendment
D14-02-21, 3288 Second Concession**

To: Council

From: Planning and Development Department

Report Number: 2021-173

Meeting Date: June 14, 2021

Recommendation:

That Planning and Development Department Report 2021-173 be received; and

That the Zoning By-law Amendment attached as Appendix A of Planning and Development Report 2021-173 be approved, rezoning the property from Agricultural (A) to Agricultural Purposes Only (APO) and AR-63; and

That Planning staff be directed to circulate the Notice of Passing in accordance with the *Planning Act*.

Purpose:

The purpose of the report is to provide Council with information regarding a proposed Zoning By-law Amendment initiated by Julian Renaud on behalf of the owners Andy and Dorothy Veenstra for the property legally known as Part of Lots 11 and 12, Concession 3, formerly in the Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara, municipally known as 3288 Second Concession.

Background:

The application for Zoning By-law Amendment proposes to change the zoning from Agricultural (A) to Agricultural Purposes Only (APO) and Agricultural Residential (AR). The Zoning By-law Amendment is being sought to satisfy an anticipated condition of a farm-consolidation severance under consent application B01-21-PC.

The area that will be rezoned to APO is about 31 ha and is presently used for agricultural purposes with no buildings or structures.

The area that will be rezoned to AR-63, being a special provision of the AR zone, is about 1.27 ha and is presently occupied by a single-detached dwelling and two accessory buildings. No new development is proposed as a result of this application.

Discussion:

City of Port Colborne Official Plan:

According to Schedule A: City Wide Land Use to the City of Port Colborne Official Plan, the subject property is designated as **Agricultural**. The predominant uses of lands designated Agriculture shall include, but not be limited to; the cultivation of crops on a commercial basis; the storage and processing of produce grown on the premises; the raising of livestock; greenhouses; small-scale agri-tourism; value-added agricultural activities; specialty agricultural uses such as an agricultural research station, fertilizer or seed depot, feed mill, saw mill or kennel, provided the uses are compatible with adjacent uses; and agriculture-related accessory uses, including the sale of products from the farm operation. The Official Plan also recognizes that there are existing non-agricultural uses on agricultural lands. These uses shall continue to be permitted and expanded in accordance with the applicable Regional policies.

Additionally, the northern portion of the lands are designated as an **Environmental Protection Area**. No development or change is proposed to this area.

The Official Plan designation is not proposed to be changed as a result of this application. The Official Plan provides policies that must be consistent with the Provincial Policy Statement and Regional Official Plan. The plan provides limited opportunities for severances in areas considered to be prime agricultural lands. Section 3.5.3 (c) allows surplus dwellings to be severed from farmland that is being amalgamated with neighbouring farmland, or consolidated with an existing farm operation, so long as the following policies are met:

- i) No new residential development shall be permitted on a vacant remnant parcel of farmland created;
- ii) The surplus dwelling is of sufficient quality and value to warrant its retention as a non-farm residence and meets existing occupancy standards;
- iii) The dwelling is surplus to the owner's present and future needs for family residence and farm help purposes;
- iv) The new lot created with the surplus farm dwelling will not be further subdivided and not more than one dwelling may be located thereon;
- v) The remnant parcel of farmland should be a substantial size to function as a significant part of the overall farm unit; and
- vi) The size of the newly created lot should be a minimum of 0.4 hectares in size, unless additional lands are required for private septic service and/or water supply.

The purpose of this Zoning By-law Amendment is to address policy "i" above.

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

The City of Port Colborne Zoning By-law 6575/30/18, zones the property **Agricultural**, which permits the following uses: accessory agricultural activities; agriculture use; agri-tourism and value added uses; conservation uses; dwelling, detached existing at the date of the passing of this by-law as a principal use on a new lot; dwelling, detached as a principal use on an existing lot of record; kennel; cannabis production facility; and uses, structures and buildings accessory thereto.

The application for Zoning By-law Amendment proposes to change the zoning to Agricultural Purposes Only and Agricultural Residential. Agricultural Purposes Only permits agricultural uses, conservation uses, and uses, structures and buildings accessory thereto including greenhouses. Agricultural Residential permits a detached dwelling and uses, structures and buildings accessory thereto. A special provision of the AR zone is required to recognize the 43m lot frontage where 45m is typically required in the AR zone. The Zoning By-law Amendment has been attached hereto as Appendix A.

Northwest Use: Environmental Protection Zone: Environmental Protection	North Use: Agricultural/Environmental Protection Zone: Agricultural/Environmental Protection	Northeast Use: Agricultural/Environmental Protection Zone: Agricultural/Environmental Protection
West Use: Agricultural/Environmental Protection Zone: Agricultural/Environmental Protection	Applicant's Property	East Use: Agricultural Zone: Agricultural
Southwest Use: Agricultural Zone: Agricultural	South Use: Agricultural Zone: Agricultural	Southeast Use: Agricultural Zone: Agricultural

A sketch of the subject property is shown in Appendix C of this report.

Internal Consultations:

The Notice of Public Meeting was circulated to required agencies on January 26, 2021. At the time of writing this report, staff has not received comments from the required agencies. It is noted that the Niagara Region did provide comments through the concurrent consent application B01-21-PC (Appendix B). Zoning By-law Amendments requested by the City and/or Region as a condition of consent are exempt from further Regional review in accordance with the Memorandum of Understanding.

Financial Implications:

There are no financial implications.

Public Engagement:

The Notice of Public Meeting was circulated to property owners within 120 metres of the property on January 26, 2021. A public notice sign was also posted on the property by January 27, 2021. Meeting details have been provided along with the Council Agenda on the City's website. At the time of writing this report, staff has not received any written comments from members of the public.

Conclusion:

Based on staff's review of the application and relevant Provincial, Regional and City policies, staff conclude that this application is consistent with the Provincial Policy Statement, Regional Official Plan, and City of Port Colborne Official Plan. Planning staff recommend approval of this Zoning By-law Amendment.

Appendices:

- a. Zoning By-law Amendment
- b. Niagara Region Comments from Consent Application B01-21-PC
- c. Sketch of new property lines

Respectfully submitted,

David Schulz

Planner

(905) 835-2900 ext. 202

David.Schulz@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 amend Zoning By-law 6575/30/18 respecting lands legally described as Part of Lots 11 and 12, Concession 3, formerly in the Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara, municipally known as 3288 Second Concession.

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

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

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

1. This amendment shall apply to those lands described on Schedule “A” attached to and forming part of this by-law.
2. That the Zoning Map referenced as Schedule “A1” forming part of By-law 6575/30/18 is hereby amended by changing those lands described on Schedule A from Agricultural (A) to Agricultural Purposes Only (APO) and AR-63.
3. That Section 37 entitled “Special Provisions” of Zoning By-law 6575/30/18, is hereby further amended by adding the following:

AR-63

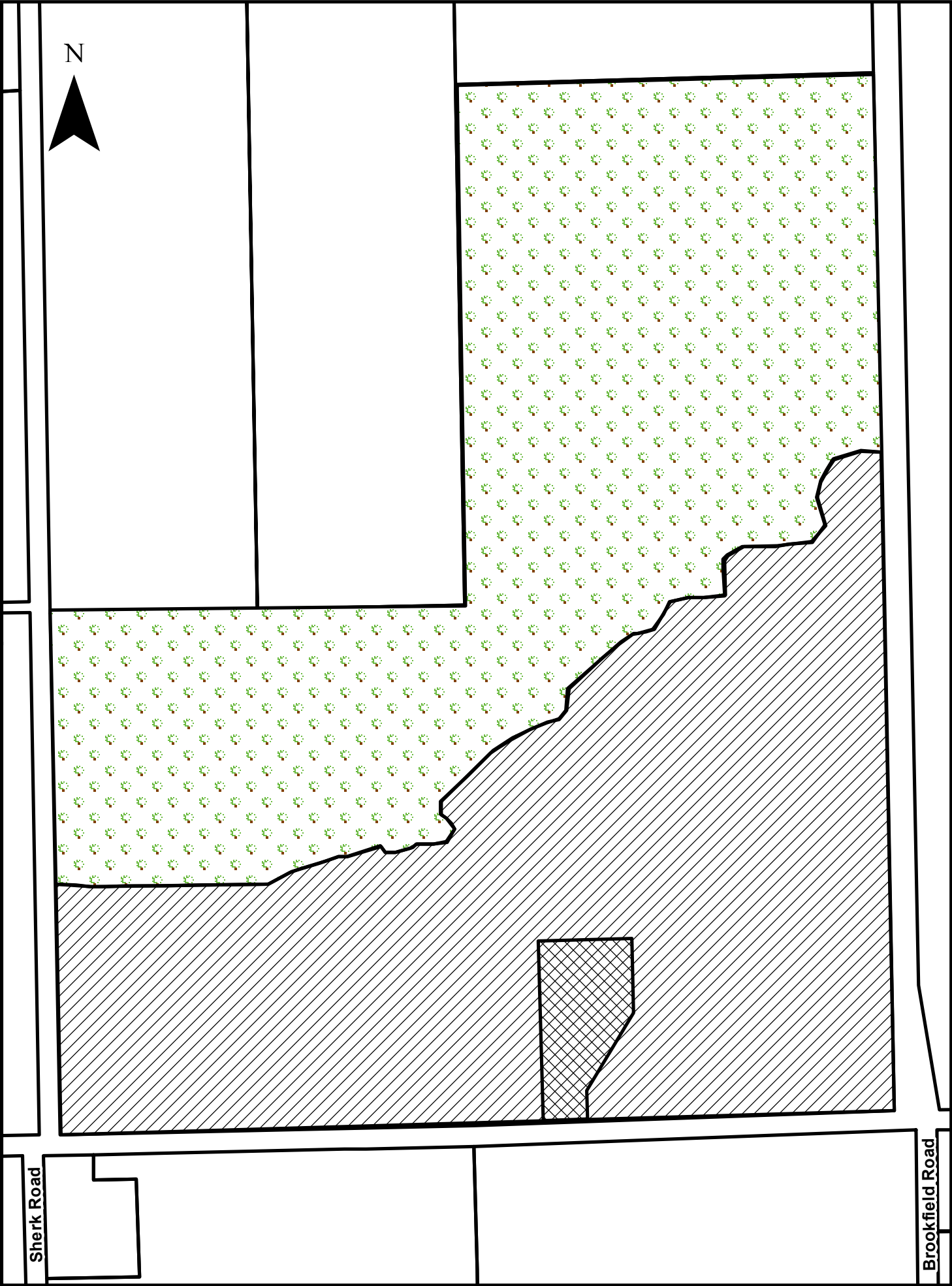
Notwithstanding the provisions of the Agricultural Residential (AR) zone, the following special regulation shall apply:

- a) Minimum Lot Frontage 43 metres
4. That this by-law shall come into force and take effect on the day that it is passed by Council, subject to the provisions of the *Planning Act*.
5. The City Clerk is hereby authorized and directed to proceed with the giving notice of the passing of this by-law, in accordance with the *Planning Act*.

Enacted and passed this day of , 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk






This is Schedule "A" to By-law No _____

Passed _____, 2021

Mayor

Clerk

-  - Lands to remain Environmental Protection (EP)
-  - Lands to be rezoned from Agricultural (A) to Agricultural Purposes Only (APO)
-  - Lands to be rezoned from Agricultural (A) to AR-63

File No. D14-02-21

Drawn by: DS -Planning Division

Not to scale

June 2021

Planning and Development Services

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

Via Email Only

February 8, 2021

File No.: D.06.07.CS-21-0008

Chris Roome
Secretary-Treasurer, Committee of Adjustment
City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8

Dear Mr. Roome:

**Re: Provincial and Regional Comments
Consent Application B01-21-PC
Owner: Andy and Dorothy Veenstra
Agent: Julian Renaud
Address: 3288 Second Concession Road, City of Port Colborne**

Regional Planning and Development Services staff have reviewed the above-noted consent application, which is made to convey Part 1 (1.58 ha) for an existing residential use (single detached dwelling). Part 2 (60.41 ha) will be retained for an existing agricultural use.

The Region received the application on January 26, 2021. A pre-consultation meeting was held by the City on August 27, 2020, with City and Regional staff and the owner and agent in attendance. The following Provincial and Regional Comments are provided to assist the Committee in their consideration of the application from a Provincial and Regional perspective.

Provincial and Regional Policies

The subject land is located within a Prime Agricultural Area under the Provincial Policy Statement (PPS) and is designated Good General Agricultural Area in the Regional Official Plan (ROP). Both Provincial and Regional policies protect prime agricultural land and restrict new lot creation in the agricultural area, except for the following circumstances:

- The consent is required for existing agriculturally related uses provided the parcel size is limited to the minimum size needed to accommodate the use;

- The consent is for a farm operation supported through a farm business plan and provided both the severed and retained parcel are for agricultural uses and the size of the resulting farm parcels is appropriate for the farming activities proposed, is suited to the particular location and common in the area and provides some flexibility in the agricultural operation;
- Residences surplus to a farming operation as a result of a farm consolidation and provided new residential dwellings are prohibited in perpetuity through a zoning amendment;
- Lot adjustments for legal or technical reasons.

The application has been submitted as a consent for a residence surplus to a farming operation. The PPS defines a farm consolidation as the acquisition of additional farm parcels to be operated as one farm parcel. The consent application proposes to sever the farmland (Part 2) from the existing dwelling (Part 1). Information submitted with the application indicates that approximately 728 ha (1800 acres) of land in Port Colborne and Fort Erie is farmed by the applicant/purchasing farming for cash crops. Provided the remnant parcel will be consolidated with this operation, the proposal constitutes a farm consolidation. The existing dwelling is surplus to the farming operation as the farmer's primary residence is 4238 Second Concession Road. In this regard, the application appears to meet the policy requirement of being a residence surplus to a farming operation as a result of a farm consolidation.

The ROP specifies certain conditions that must be met for proposed residential lots that meet the criteria outlined above. Specifically, new lots should not exceed an area of 0.4 hectares (1 acre) unless additional area is required to support a well and private sewage disposal system. Part 1 is proposed to be 1.58 hectares in area, which is nearly four times larger than the maximum size permitted by the ROP. The parcel includes a barn, shed and carport, which the applicant has indicated are not required for the farming operation, as adequate barns and other buildings are located at their principal property (4238 Second Concession Road). As the principal property is located in close proximity, Regional staff support this rationale in this instance. Regional staff still have concerns with the size and configuration of Part 1; particularly because it includes lands currently in agricultural production (see aerial image in Appendix 1). Creation of the parcel as proposed would result in agricultural land being removed from production, which is contrary to the intent of Provincial and Regional policy. Regional staff cannot support the consent application as currently proposed, but could support a revised lot line that follows the edge of the lands currently in production. This would reduce the size of the lot thereby closer aligning to the ROP direction regarding lot size, and would maintain the intent of Provincial and Regional policies regarding the protection of agricultural lands by retaining all agricultural lands with the remnant parcel. Provided the lot line is revised and Part 2 is zoned for Agricultural Purposes Only (APO) to prohibit the construction of a new residential dwelling in perpetuity, the proposal will meet the intent of Provincial and Regional policy aimed at protecting the land for long term agricultural use. Regional staff suggest that any decision to approve the consent application be conditional on the revised lot line and the remnant parcel being rezoned to APO.

Minimum Distance Separation

The PPS and Regional policies require that new development, including lot creation, and new or expanding livestock facilities comply with the Minimum Distance Separation (MDS) formulae developed by the Ministry of Agriculture, Food and Rural Affairs (OMAFRA), which is applied in order to separate uses to reduce incompatibility concerns about odour from livestock facilities. An MDS I setback would be required for an existing dwelling to be severed and a livestock facility/anaerobic digester located on the same lot prior to the consent; however, there is no livestock facility on the proposed remnant lot, so no MDS information was requested at the preconsultation meeting. Regional staff also note that municipalities are responsible for ensuring that MDS setbacks are met when reviewing land use planning applications or building permits. Therefore, the Committee should look for confirmation from City staff that the proposed lot creation meets the MDS setbacks.

Archaeological Resources

The PPS and ROP provide direction for the conservation of significant cultural heritage and archaeological resources. Specifically, Section 2.6.2 of the PPS and Policy 10.C.2.1.13 of the ROP state that development (including lot creation) and site alteration (activities, such as grading, excavation and the placement of fill that would change the landform and natural vegetative characteristics of the site) are not permitted on lands containing archaeological resources or areas of archaeological potential, unless significant archaeological resources have been conserved.

Based on the Ministry of Heritage, Sport, Tourism and Culture Industries' (MHSTCI) Criteria for Evaluating Archaeological Potential, the property exhibits high potential for the discovery of archaeological resources due to proximity (within 300m) to a watercourse on the property. Although the proposal constitutes "development" as defined in the PPS, as it will result in the creation of a new lot, no "site alteration" is proposed as part of this application; therefore, the Region can waive the requirement for a Stage 1 Archaeological Assessment.

Core Natural Heritage

The subject property is impacted by the Region's Core Natural Heritage System (CNHS), consisting of the Humberstone Muck Basin Swamp Forest Provincially Significant Area of Natural and Scientific Interest (ANSI), the Humberstone Marsh Provincially Significant Wetland (PSW), and Significant Woodland (see Appendix 2). The property is also mapped as part of the Growth Plan (2019) Provincial Natural Heritage System (NHS). As such, these features are considered Key Natural Heritage Features (KNHF) and Key Hydrologic Features (KHF) and the natural heritage policies identified in the Provincial Growth Plan apply.

Growth Plan policies typically require the completion of a Natural Heritage Evaluation (NHE) when development and/or site alteration is proposed within 120 metres (m) of a KNHF/KHF. Regional policies similarly require the completion of an Environmental

Impact Study (EIS) when development and/or site alteration is proposed within 120 m of PSW and within 15 m of Type 2 Fish Habitat.

The proposed lot lines are greater than 120 m from the KNHFs and KHF's on and adjacent to the property. As such, no studies are required and there are no further Environmental Planning comments.

Private Servicing

Private Septic System (PSS) staff have reviewed the application for consent. No record was found for the existing legal non-conforming sewage system servicing Part 1, known as 3288 Second Concession. At the time of inspection, no visual defects were observed with the existing sewage system. The existing tank and in-ground bed is located east of the existing dwelling. The proposed consent will not adversely affect the existing sewage system on Part 1. It should be noted that Part 1 currently supports a residential dwelling and two (2) detached accessory structures. There also appears to be usable area for any future septic system repair/replacement that may be required. Therefore, provided no changes are proposed for the existing dwelling, PSS staff have no objection to the application as submitted.

Conclusion

In conclusion, Regional staff would not object the consent application, provided:

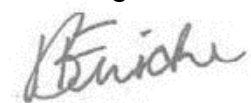
1. That the lot lines for Part 1 be revised to remove all agricultural lands currently in production and minimize the size of the parcel to be more in line with Regional policy, to the satisfaction of Niagara Region;
2. That Part 2 be rezoned for Agricultural Purposes Only to preclude construction of a dwelling in perpetuity.

The above noted conditions are required in order for the proposal to be consistent with the PPS and conform to Provincial Plans and the ROP. The proposal as submitted exceeds the maximum size permitted by the ROP and would result in the removal of lands currently in agricultural production, which is not consistent with the PPS and does not conform to the ROP.

Should you have any questions related to the above comments, please feel free to contact me by email at Britney.fricke@niagararegion.ca.

Please send a copy of the staff report and notice of the Committee's decision on this application when available.

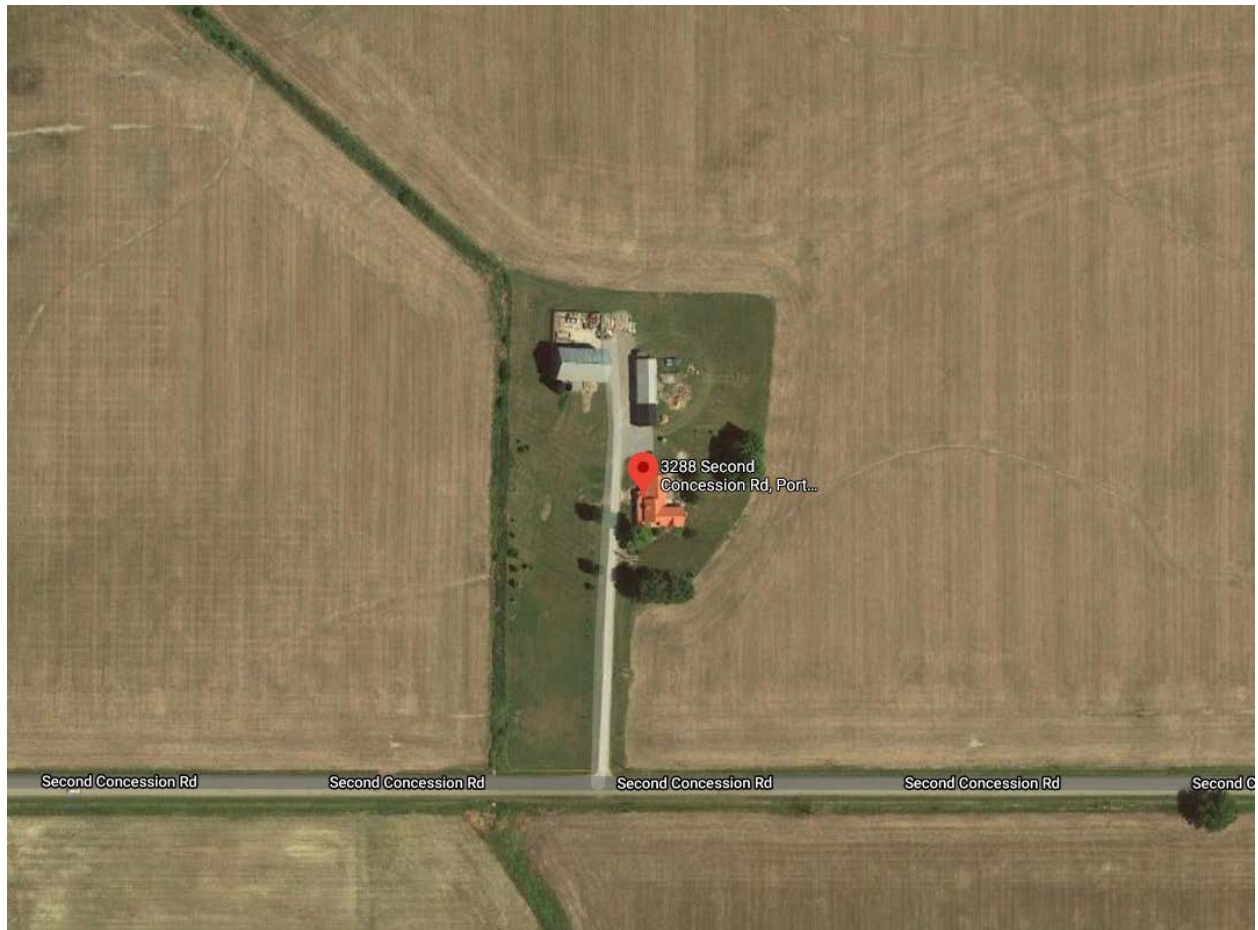
Kind regards,



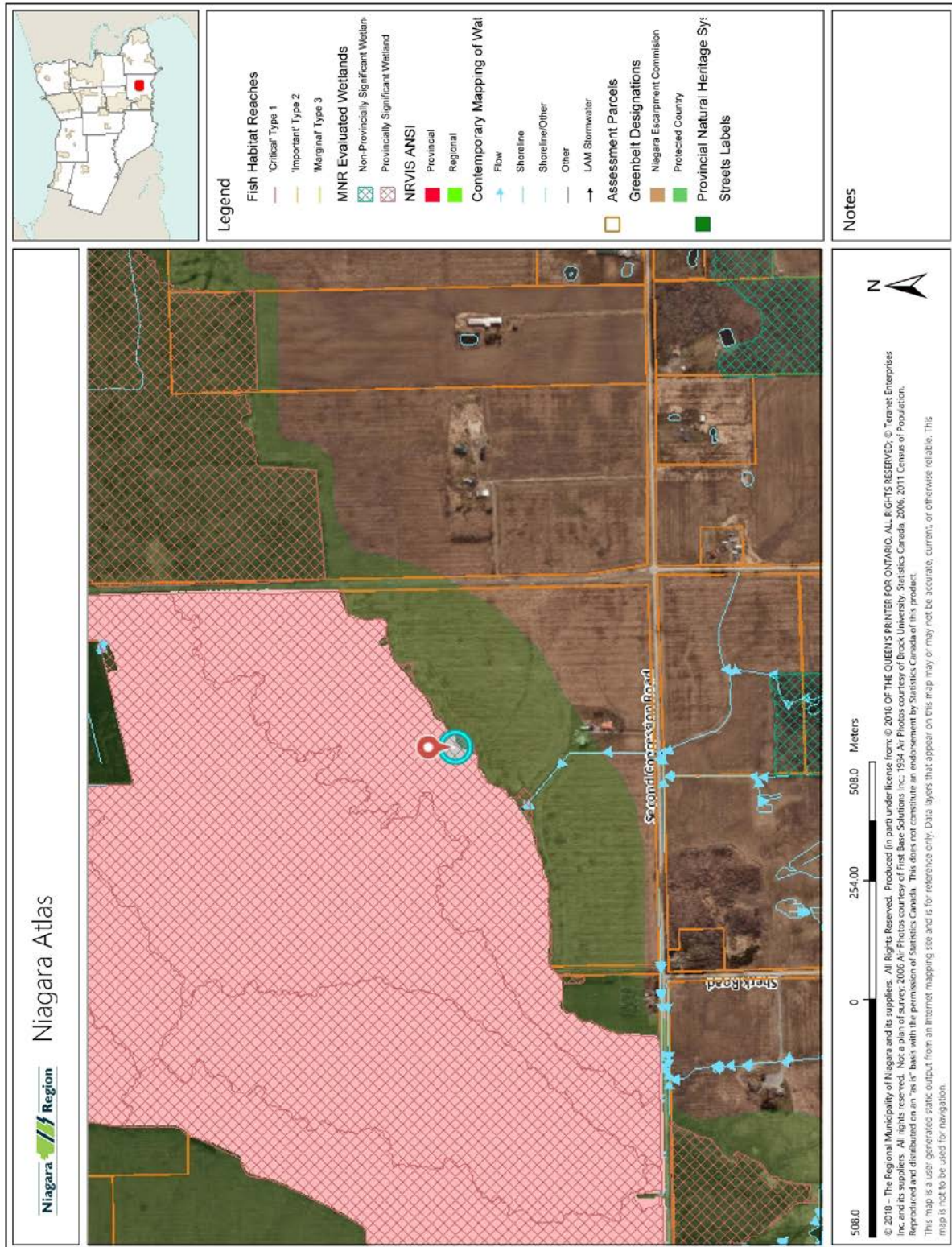
Britney Fricke, MCIP, RPP
Senior Development Planner

cc: Justin Noort, Private Sewage System Inspector, Niagara Region
David Schulz, Planner, City of Port Colborne

Appendix 1- Aerial Image



Appendix 2- Core Natural Heritage Features



David Schulz

From: Fricke, Britney <Britney.Fricke@niagararegion.ca>
Sent: May 13, 2021 11:50 AM
To: Chris Roome
Cc: David Schulz
Subject: FW: 3288 Second Concession - Revised Property Line (PSS Comments)
Attachments: 22140P2 DRAFT.pdf; B01-21-PC Memo to Committee RE Region comments.pdf; Regional Comments (CS-21-0008)- 3288 Second Concession Road, PC.pdf; 20210512_143413.jpg; 20210512_143423.jpg

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

Hi Chris,

We're all good with the revised property line for this consent. Please accept this email as clearance of that condition.

Thanks,

Britney Fricke, MCIP, RPP (she/her)
Senior Development Planner
Planning and Development Services Department
Regional Municipality of Niagara
1815 Sir Isaac Brock Way, PO Box 1042
Thorold, Ontario L2V 4T7
Phone: 905-980-6000 ext. 3432
Toll-free: 1-800-263-7215
Fax: 905-687-8056
www.niagararegion.ca

From: Noort, Justin <Justin.Noort@niagararegion.ca>
Sent: Thursday, May 13, 2021 11:47 AM
To: Fricke, Britney <Britney.Fricke@niagararegion.ca>
Subject: 3288 Second Concession - Revised Property Line (PSS Comments)

Hello Britney,

I conducted a site visit to the noted property yesterday afternoon to confirm that the existing system meets the required Ontario Building Code (OBC) setbacks (3.0m minimum) to the revised property line. The inspection confirmed that the existing bed was approximately 9.5m from the proposed property line and thus meets OBC requirements. Therefore, Regional Private Sewage System Staff have no further objections to the revised lot line and our previous comments remain.

If you need a more formal response please let me know.

Regards,

Justin Noort, C.E.T.

Inspector, Private Sewage Systems, BCIN. 110513
Niagara Region Planning and Development Services
(905) 980-6000 ext 3671

For up-to-date information about Niagara Region's response to the COVID-19 virus, please visit
<https://www.niagararegion.ca/service-disruptions/default.aspx>

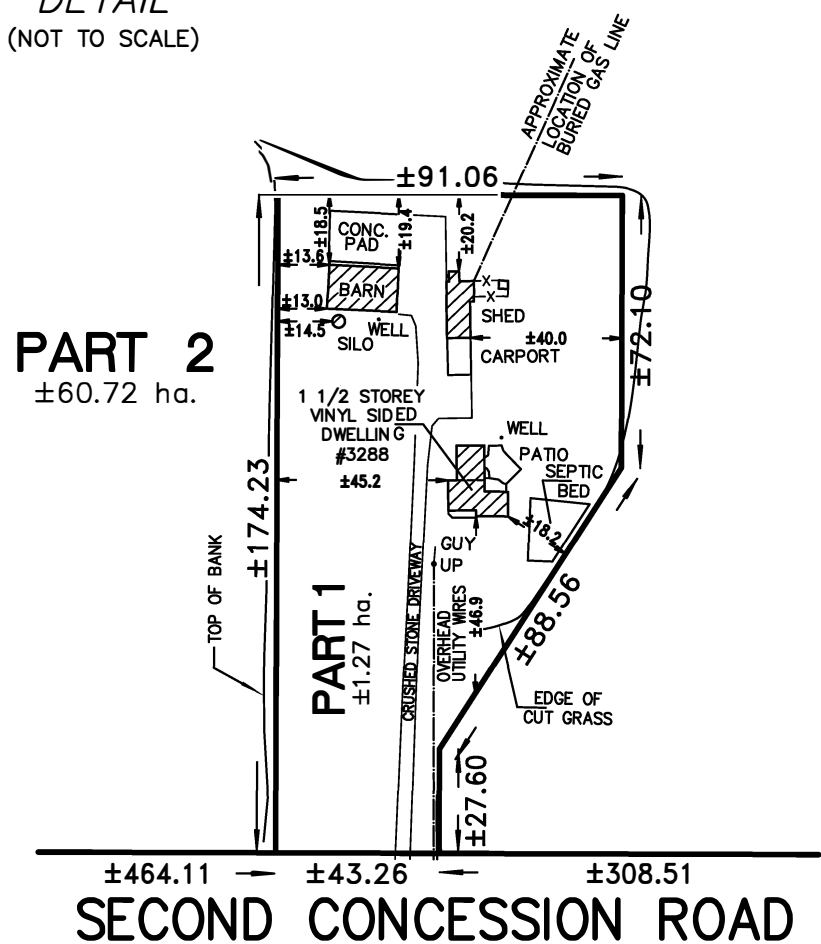
Since many Regional staff are focusing on emergency management at this time, we thank you in advance for your patience.

The Regional Municipality of Niagara Confidentiality Notice The information contained in this communication including any attachments may be confidential, is intended only for the use of the recipient(s) named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, disclosure, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please re-send this communication to the sender and permanently delete the original and any copy of it from your computer system. Thank you.

SKETCH PREPARED FOR SEVERANCE APPLICATION

THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN
CURRENT SEVERANCE APPLICATION. ©THIS SKETCH IS PROTECTED BY COPYRIGHT.

DETAIL
(NOT TO SCALE)



(NOT TRAVELLED)

ROAD ALLOWANCE BETWEEN LOTS 12 & 13

SHERK

CONCESSION

PART 2
| ±60.72 ha.

±60.72 ha.

PART 1
±1.27 ha.

ART 1
±1.27 hg.

GAS WELL & TANKS

±111.7

ROAD

BROOKFIELD

ROAD ALLOWANCE BETWEEN LOTS 10 & 11

SECOND CONCESSION ROAD

ROAD ALLOWANCE BETWEEN CONCESSIONS 2 & 3



NOTE:

THIS SKETCH IS PREPARED FROM
COMPILED AND CALCULATED
INFORMATION, AND NOT FROM
AN ACTUAL SURVEY.

DISTANCES SHOWN HAVE NOT
BEEN VERIFIED

VOID

IF USED FOR ANY OTHER
PURPOSE THAN THIS
CURRENT SEVERANCE
APPLICATION

PRELIMINARY
ONLY

MARCH 10, 2021 (rev))
MAY 27, 2019
DATE

MARK GILMORE
Ontario Land Surveyor

LANTHIER & GILMORE SURVEYING LTD.
173 CLARENCE ST. PORT COLBORNE, ONT. (905) 835-5477

SKETCH OF PROPOSED SEVERANCE
PART OF LOTS 11 & 12
CONCESSION 3

GEOGRAPHIC TOWNSHIP OF HUMBERSTONE, NOW IN THE
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

DRAWN BY: CM
SCALE: 1:5000

CHECKED BY: MG
SURVEY 22-140

**Subject: Recommendation Report for Zoning By-law Amendment
D14-08-21, Vacant Lot on Neff Street**

To: Council

From: Planning and Development Department

Report Number: 2021-168

Meeting Date: June 14, 2021

Recommendation:

That Planning and Development Department Report 2021-168 be received;

That the Zoning By-law Amendment attached as Appendix A to Planning and Development Report 2021-168 be approved; and

That Planning and Development staff be directed to circulate the Notice of Passing in accordance with the *Planning Act*.

Purpose:

The purpose of this report is to provide Council with a recommendation regarding a Zoning By-law Amendment application initiated by the owner Grandstone Living Inc. for the property legally known as Part of Lots 2 and 4 on Plan 762 and Parts 1 to 3 on Plan 59R-16500, in the City of Port Colborne, Regional Municipality of Niagara, municipally known as a vacant lot on the north side of Neff Street.

Background:

The application for Zoning By-law Amendment proposes to add the Fourth Density Residential (R4) zoning to a property currently not zoned. Due to the irregular shape of the lot, special provisions are being sought to reduce the front yard setback from 9m to 7m and reduce the rear yard setback from 6m to 3m. The Zoning By-law Amendment is being sought to permit the construction of a multi-unit residential building on the subject property. A sketch of the proposed building footprint is attached as Appendix D.

Discussion:

City of Port Colborne Official Plan:

According to Schedule A: City Wide Land Use, the City of Port Colborne's Official Plan designates the subject property as **Downtown Commercial**. Land uses in the Downtown Commercial designation include commercial uses including retail shops, offices and restaurants, residential uses, institutional uses, public and community uses and parks.

Residential uses are a supported land use in the Downtown Commercial zone. The land use designation is not proposed to be changed as a result of this application.

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

This property is a unique example of a parcel in Port Colborne that was never assigned a zone. Up until 2019, the property ownership was held by CN Rail. The City's previous Zoning By-law 1150/97/81 also had the property as a blank zone. As the property is no longer used for rail purposes, the current owner has requested the Zoning be changed to Fourth Density Residential (R4), with special provisions, to allow the development of a multi-unit residential building on the property. The R4 zone permits detached, semi-detached, triplex, fourplex dwellings; block and street townhouse dwellings; apartment buildings; public apartment buildings; and uses, structures and buildings accessory thereto. The special provisions requested for the property have been outlined below and are included in the Zoning By-law Amendment (Appendix A):

R4-61

Notwithstanding the provisions of the Fourth Density Residential (R4) zone, the following regulations shall apply:

- | | |
|-------------------------------|--------------------------------------|
| a) Minimum Front Yard | 7 metres |
| b) Minimum Rear Yard | 3 metres |
| c) Maximum Parking Area Width | 15 metres or 50% of the lot frontage |

Staff note that the proposed Zoning of the property is suitable for the area and the future use will complement the neighbourhood.

Adjacent Zoning and Land Use:

Northwest Commercial property Zone: DC	North Commercial property Zone: DC	Northeast Rail spur
West Commercial property Zone: DC	Applicant's Property	East Rail spur

Southwest Neff Street	South Neff Street	Southeast Neff Street/Rail spur
---------------------------------	-----------------------------	-------------------------------------------

Internal Consultations:

Notice of Public Meeting was circulated on March 30, 2021 to internal departments and agencies and the following comments have been received as of the time this report was prepared:

Niagara Region:

(full comments attached as Appendix B)

Original comment dated April 19, 2021:

Regional staff has no objection to the proposed Zoning By-law Amendment from a Provincial and Regional prospective, subject to the inclusion of a Holding provision in the amending Zoning By-law to require submission of a Phase 2 Environmental Site Assessment, prepared by a Qualified Professional in accordance with the requirements of the Environmental Protection Act. The Holding provision can be removed subject to submission of the Phase 2 ESA, and completion of any remediation/filing of a Record of Site Condition if levels of contamination are found to be above the applicable Site Condition Standards.

Follow-up comment regarding completion of Phase Two ESA:

[The Region is] satisfied with the Phase 2 ESA. A Record of Site Condition does not need to be filed because there is no change of use (i.e. the property was last used for residential use) and the Phase 2 ESA confirms the site meets the applicable Site Conditions Standards. No Holding provision is required by the Region.

Port Colborne Fire Department:

"No objections"

Bell Canada:

"Nothing on this property. On the little island lot directly to the west, we have a request to remove a pole and terminal as well as a terminal in the rear of 202 Main St. W."

Financial Implications:

Through a separate request, the applicant has asked this property to be included in the Olde Humberstone Community Improvement Plan (CIP) boundary. If Council decides to

approve the request, this property will be eligible for grants under the CIP. The City is currently undergoing a review of its CIPs that will determine if the current boundaries are sufficient or warrant an expansion.

Public Engagement:

Notice was circulated on March 30, 2021 and no comments have been received as of the date of preparing this report.

A Public Meeting was held on April 19, 2021 and no members of the public attended to voice any objections.

Conclusion:

Based on staff's review of the application, confirmation received from the Niagara Region that they are satisfied with the environmental reports and lack of public comments, Planning staff recommend approval of the Zoning By-law Amendment. The application conforms with the Provincial Policy Statement, Regional Official Plan, City Official Plan and the proposed use will comply with Zoning By-law 6575/30/18.

Appendices:

- a. Zoning By-law Amendment
- b. Niagara Region Comments
- c. Phase One and Two Environmental Site Assessments
- d. Site Sketch

Respectfully submitted,

David Schulz

Planner

(905) 835-2900 ext. 202

David.Schulz@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 amend Zoning By-law 6575/30/18 respecting lands legally described as Part of Lots 2 and 4 on Plan 762 and Parts 1 to 3 on Plan 59R-16500, in the City of Port Colborne, Regional Municipality of Niagara, municipally known as a vacant lot on the north side of Neff Street.

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

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

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

1. This amendment shall apply to those lands described on Schedule “A” attached to and forming part of this by-law.
2. That the Zoning Map referenced as Schedule “A7” forming part of By-law 6575/30/18 is hereby amended by changing those lands described on Schedule A to R4-61.
3. That Section 37 entitled “Special Provisions” of Zoning By-law 6575/30/18, is hereby further amended by adding the following:

R4-61

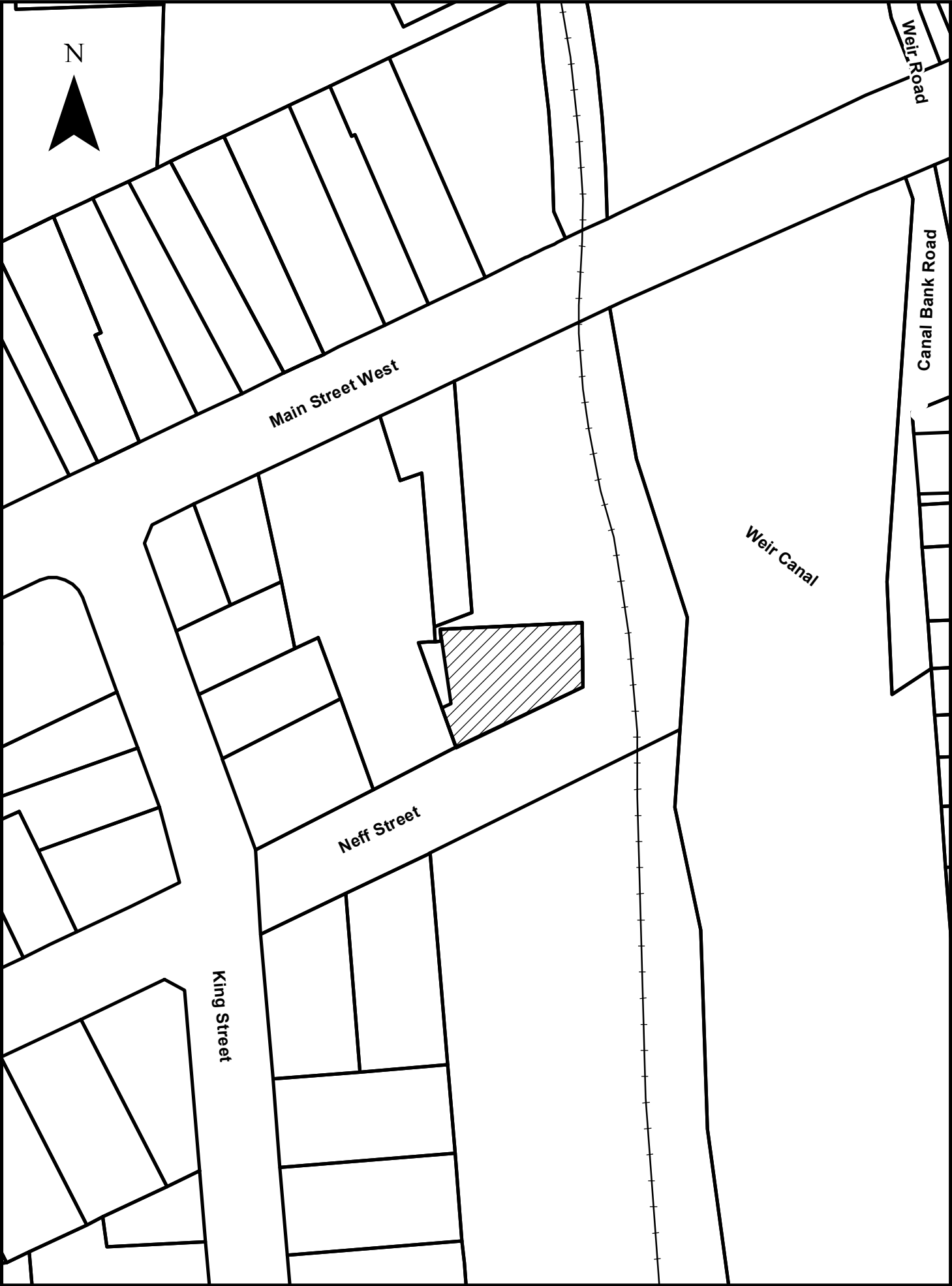
Notwithstanding the provisions of the Fourth Density Residential (R4) zone, the following regulations shall apply:

- | | |
|-------------------------------|--------------------------------------|
| a) Minimum Front Yard | 7 metres |
| b) Minimum Rear Yard | 3 metres |
| c) Maximum Parking Area Width | 15 metres or 50% of the lot frontage |
4. That this by-law shall come into force and take effect on the day that it is passed by Council, subject to the provisions of the *Planning Act*.
 5. The City Clerk is hereby authorized and directed to proceed with the giving notice of the passing of this by-law, in accordance with the *Planning Act*.

Enacted and passed this day of , 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

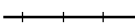


This is Schedule "A" to By-law No _____

Passed _____, 2021

Mayor

Clerk



Rail Line



Lands Subject to By-law

March 2021

File No. D14-08-21

Drawn by: DS - City of Port Colborne
Planning Division

Not to scale

Planning and Development Services

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

Via Email Only

April 19, 2021

File No.: D.18.07.ZA-21-0034

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

Dear Mr. Schulz:

**Re: Provincial and Regional Comments
Zoning By-law Amendment Application
Owner/Applicant: Grandstone Living Inc. (Marc Vaillancourt)
Location: Vacant Lot on North Side of Neff Street, City of Port Colborne
Legal Description: Part of Lots 2 & 4, Plan 762 & Parts 1-3, Plan 59R-16500
City File No.: D14-08-21**

Regional Development Planning staff has reviewed the information circulated with the application for Zoning By-law Amendment, which proposes to add the Fourth Density Residential (R4) zoning to the property, which is currently not zoned. Due to the irregular shape of the lot, special provisions are being sought to reduce the front yard setback from 9m to 7m and reduce the rear yard setback from 6m to 3m. The Zoning By-law Amendment is being sought to permit the construction of a multi-unit residential building.

A virtual pre-consultation meeting was held on February 11, 2021. The application was received by Regional staff by email on March 30, 2021, and fees were received March 31, 2021. Regional staff provides the following comments to assist the City in their consideration of the application from a Provincial and Regional perspective.

Provincial and Regional Growth Management Policies

The subject lands are located within a Settlement Area under the Provincial Policy Statement (PPS) and within the Delineated Built-Up Area under the Growth Plan for the Greater Golden Horseshoe (Growth Plan). The PPS directs growth to settlement areas, and encourages the efficient use of land, resources, infrastructure and public service facilities. The Growth Plan contains policies that encourage the development of

complete communities with a diverse mix of land uses and range of housing types, taking into account affordable housing and densities. Growth management policies state that until the Region completes the municipal comprehensive review and it is approved and in effect, the annual minimum intensification target contained in the Regional Official Plan (ROP) for the Delineated Built-Up Area (40% for the Region, 15% for Port Colborne) will continue to apply. The proposal satisfies the intent of Provincial policies by making more efficient use of a vacant parcel within the Delineated Built-Up Area, contributing to the City's intensification target and providing additional housing in the neighbourhood.

The subject lands are designated Urban Area (Built-Up Area) in the ROP. The ROP promotes higher density development in Urban Areas and supports growth that contributes to the overall goal of providing a sufficient supply of housing that is affordable, accessible, and suited to the needs of a variety of households and income groups in Niagara. A full range of residential, commercial and industrial uses are permitted generally within the Urban Area designation, subject to the availability of adequate municipal services and infrastructure and other policies (i.e. urban design, compatibility, environmental conservation, etc.).

Environmental Site Assessment

As conveyed at the pre-consultation meeting, the last use of the property is unclear based on aerial imagery, and MPAC data indicates the property use as "vacant industrial". A Phase 1 Environmental Site Assessment was identified as a requirement during preconsultation, to confirm the last use. A sensitive use is proposed, as categorized under the Environmental Protection Act; therefore, if the property was last used for commercial/industrial/community use, a Record of Site Condition (RSC) must be filed on the Ministry of Environment, Conservation and Parks (MECP) Brownfields Environmental Site Registry in accordance with the *Environmental Protection Act* as amended.

PPS Policy 3.2.2 states that "sites with contaminants in land or water shall be assessed and remediated as necessary prior to any activity on the site associated with the proposed use such that there will be no adverse effects." The PPS defines "adverse effects" to include harm or material discomfort to any person, an adverse effect on the health of any person, and/or impairment of the safety of any person.

In this regard, a Phase One Environmental Site Assessment (ESA), prepared by Hallex Environmental Ltd. (dated March 10, 2021) was submitted with the application. The ESA identified two on-site Areas of Potential Environmental Concern (APEC) related to fill material (contaminants of potential concern are metals, PHCs¹, PAHs², BTEX³, EC/SAR/pH⁴) and the rail line along the east property line (contaminants of potential

¹ PHC= Petroleum Hydrocarbons

² PAH= Polycyclic Aromatic Hydrocarbons

³ BTEX= Benzene, Toluene, Ethylbenzene, Xylene

⁴ EC/SAR= Electrical Conductivity/Specific Absorption Rate

concern are metals, PHCs, BTEX, PAHs). The ESA recommended a limited Phase Two ESA to identify the potential impact of the APECs on the site's soil

In order to address the requirement to protect human health under the PPS and ensure the decision conforms to Provincial Plans as required by the *Planning Act*, Regional staff request that a Holding provision be added to the amending Zoning By-law to require the submission of the Phase 2 ESA, prepared by a Qualified Professional, in accordance with the requirements of the *Environmental Protection Act*. Use of a Holding provision will allow time to complete the Phase 2 ESA, and any remediation/filing a RSC if levels of contamination are found to be above the applicable Site Condition Standards.

Noise

The subject lands are adjacent to a Trillium rail line. The Provincial Policy Statement (PPS) calls for a coordinated, integrated and comprehensive approach to land use planning matters. Specifically, sensitive land uses and major facilities (including transportation corridors) are to be planned to “ensure they are appropriately designed, buffered and/or separated from each other to prevent or mitigate adverse effects from odour, noise and other contaminants, minimize risk to public health and safety...” (Policy 1.2.6.1). To implement these policies, the Ministry of Environment, Conservation and Parks (MECP) Noise Guidelines (NPC-300) and the Federation of Canadian Municipalities/Railway Association of Canada’s “Guidelines for New Development in Proximity to Railway Operations” (May 2013) are to be applied in the land use planning process to prevent or minimize future land use problems.

At the preconsultation meeting, Regional staff identified the requirement for a noise and vibration study due to proximity to the rail line to the east of the proposed development. Since that time, the applicant has been in contact with Trillium/Gio Railways, who have provided current traffic volumes for this rail line. Based on this being a spur line, the low volume (2 daytime trains and 0 night time trains, with no growth of volume anticipated) and speed (maximum 10mph) of rail cars at this location, the rail line is of the opinion that a noise and vibration study is not necessary at this location. Regional staff concur with this position, and have no further concerns relative to noise and vibration for this development.

Waste Collection

Niagara Region provides curbside waste and recycling collection for developments that meet the requirements of Niagara Region's Corporate Waste Collection Policy. Regional staff note the proposed development is eligible to receive Regional curbside waste and recycling collection provided that the owner bring the waste and recycling to the curbside on the designated pick-up day, that the containers are clearly marked to identify ownership and that the following limits are not exceeded:

- No limit blue/grey boxes- weekly collection;
- No limit green bins- weekly collection; and,
- 2 Garbage bags/cans per unit- every-other-week collection.

April 19, 2021

Conclusion

In conclusion, Regional staff has no objection to the proposed Zoning By-law Amendment from a Provincial and Regional prospective, subject to the inclusion of a Holding provision in the amending Zoning By-law to require submission of a Phase 2 Environmental Site Assessment, prepared by a Qualified Professional in accordance with the requirements of the *Environmental Protection Act*. The Holding provision can be removed subject to submission of the Phase 2 ESA, and completion of any remediation/filing of a Record of Site Condition if levels of contamination are found to be above the applicable Site Condition Standards.

Should you have any questions related to the above comments, please feel free to contact me by email at Britney.fricke@niagararegion.ca.

Please send a copy of the staff report from the City and notice of Council's decision on this application when available.

Kind regards,



Britney Fricke, MCIP, RPP
Senior Development Planner

cc: Rob Alguire, CET, Development Approvals Technician, Niagara Region

David Schulz

From: Fricke, Britney <Britney.Fricke@niagararegion.ca>
Sent: May 25, 2021 9:14 AM
To: David Schulz
Subject: RE: 1 Neff St. Phase 2 - City file D14-08-21

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

Hi Dave,

I'm satisfied with the Phase 2 ESA. A Record of Site Condition does not need to be filed because there is no change of use (i.e. the property was last used for residential use) and the Phase 2 ESA confirms the site meets the applicable Site Conditions Standards.

No Holding provision is required by the Region.

Thanks,

Britney Fricke, MCIP, RPP (she/her)
Senior Development Planner
Planning and Development Services Department
Regional Municipality of Niagara
1815 Sir Isaac Brock Way, PO Box 1042
Thorold, Ontario L2V 4T7
Phone: 905-980-6000 ext. 3432
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Fax: 905-687-8056
www.niagararegion.ca

PHASE ONE ENVIRONMENTAL SITE ASSESSMENT

of

1 Neff Street, Port Colborne, ON

For:
Grandstone Living Inc.



March 10, 2021
Project: E-21-11-1

PHASE ONE ENVIRONMENTAL SITE ASSESSMENT

of:

1 Neff Street, Port Colborne, ON

Prepared by **Hallex Environmental Ltd.** on behalf of:

Grandstone Living Inc.

Author(s): Nicole Metz, ETPD, ERPC., Environmental Technician
Jodie Glasier, B.A. (Hons), PD-EMA, M.MM., EP., Project Manager
Kevin Christian, M.Sc., P.Geo., QP, Principal Geoscientist

Date: March 10, 2021

Project #: E-21-11-1

Dist'n: Grandstone Living Inc. (pdf)
Hallex Environmental Ltd. (file)

This document has been prepared for the exclusive reliance and use of Grandstone Living Inc. and any third party they may so designate via letter of transmittal from Hallex Environmental Ltd.



Jodie Glasier, B.A. (Hons), PD-EMA, M.MM., EP
Project Manager



Kevin Christian, M.Sc., P.Geo. QP
Principal Geoscientist



EXECUTIVE SUMMARY

Hallex Environmental Ltd. was retained by Grandstone Living Inc. to conduct a Phase One Environmental Site Assessment (ESA) of the property located at 1 Neff Street, Port Colborne, ON (study site). The objectives of the Phase One ESA were an investigation of the subject property and adjacent lands conducted in accordance with O. Reg. 153/04 as amended, and under the supervision of a Qualified Person in order to determine the likelihood that one or more contaminants may have affected any land and/or water on, in or under the property.

Potentially Contaminating Activities (PCAs), and contaminants or materials of potential concern, if revealed on-site, or at properties located within a 250 m radius of the site, were evaluated as to whether they generated 'Areas of Potential Environmental Concern' (APECs). PCAs are itemized in Schedule D Table 2 of O. Reg 511/09. APECs, if identified, were individually evaluated whether they were triggers for additional investigation via a Phase Two ESA.

PHASE ONE ESA SCOPE OF INVESTIGATION

The Phase One ESA scope of investigation included review of historical background information via examination of:

- Fire Insurance Plans;
- Environmental Risk Information System (EcoLog ERIS);
- Chain of Title;
- Mapping resources including: Niagara Navigator Thematic, MNR Heritage Area, Topographic, Quaternary, Bedrock and Geology; and
- Aerial photographs.

A site reconnaissance was completed to observe site grounds, on-site structures (if applicable), and adjacent properties in order to identify PCAs and APECs. This information was utilized to formulate a preliminary Conceptual Site Model regarding potential contaminants, contaminant migration pathways, and human and/or ecological receptors at the site.

PHASE ONE ESA FINDINGS

The Phase One ESA findings revealed the following:

- One (1) on-site and one (1) off-site Potentially Contaminating Activity (PCA) were identified at the study site resulting in two (2) on-site Areas of Potential Environmental Concern (APEC):
 - ***PCA-1/APEC-1: Importation of Fill Material of Unknown Quality (as per Regulation #30).*** As identified through the FIP research, previous on-site building structures have been demolished. Fill material of unknown origin or quality are considered to be a PCA resulting in an APEC at the study site with Metals, Petroleum Hydrocarbons (PHCs), Benzene, Toluene, Ethylbenzene, Xylene (BTEX), Polycyclic Aromatic Hydrocarbons (PAHs) and pH/ Specific Absorption Rate (SAR)/ Electrical Conductivity (EC) as contaminants of concern.
 - ***PCA-2/APEC-2: #46 – Rail Yards, Tracks and Spurs.*** A railway line was identified running north-south along the east adjacent property. The presence of the railway tracks and spurs represents a PCA resulting in an APEC to the study site's soil with respect to target contaminants Metals, PHCs, BTEX, and PAHs.
- Nine (9) PCAs were noted within 250 m of the study site and outside the study area, however it is unlikely that any contaminants migrating off-site would present an on-site APEC at the study site due to the distance to the site and interpreted groundwater flow direction.

RECOMMENDATIONS AND CONCLUSIONS

- 1) **A limited Phase Two ESA to identify the potential impact to the study site's soil resulting from on-site fill material of unknown origin and off-site railway.**

LIST OF ACRONYMS

ACM	Asbestos Containing Materials
APEC	Area of Potential Environmental Concern
AST	Aboveground Storage Tank
BH	Borehole
BTEX	Benzene, Toluene, Ethylbenzene, Xylene
CSM	Conceptual Site Model
DSS	Designated Substance Survey
EC	Electrical Conductivity
EPA	Environmental Protection Act
ESA	Environmental Site Assessment
ERIS	Environmental Risk Information Services
FIP	Fire Insurance Plans
GPR	Ground Penetrating Radar
masl	Metres above sea level
mbgs	Metres below ground surface
MECP	Ministry of the Environment, Conservation and Parks
MOECC	Ministry of the Environment and Climate Change
MNR	Ministry of Natural Resources
MW	Monitoring Well
NPCA	Niagara Peninsula Conservation Authority
NPRI	National Pollutant Release Inventory
OC/OCP	Organochlorine Pesticides
PAH	Polycyclic Aromatic Hydrocarbons
PCA	Potentially Contaminating Activity
PCB	Polychlorinated Biphenyl
PCE	Perchloroethylene (tetrachloroethylene)
pH	Power of Hydrogen
PHC	Petroleum Hydrocarbons
QA/QC	Quality Assurance/Quality Control
QP	Qualified Person
RA	Risk Assessment
RSC	Record of Site Condition
SAR	Specific Absorption Rate
SCS	Site Condition Standard
SVOC	Semi-Volatile Organic Compounds
TP	Test Pit
UST	Underground Storage Tank
VOC	Volatile Organic Compounds

Potentially Contaminating Activities (PCAs)
Schedule D Table 2 of O. Reg 511/09



PCA#	Description	PCA#	Description
1	Acid and Alkali Manufacturing, Processing and Bulk Storage	31	Ink Manufacturing, Processing and Bulk Storage
2	Adhesives and Resins Manufacturing, Processing and Bulk Storage	32	Iron and Steel Manufacturing and Processing
3	Airstrips and Hangars Operation	33	Metal Treatment, Coating, Plating and Finishing
4	Antifreeze and De-icing Manufacturing and Bulk Storage	34	Metal Fabrication
5	Asphalt and Bitumen Manufacturing	35	Mining, Smelting and Refining; Ore Processing; Tailings Storage
6	Battery Manufacturing, Recycling and Bulk Storage	36	Oil Production
7	Boat Manufacturing	37	Operation of Dry-Cleaning Equipment (where chemicals are used)
8	Chemical Manufacturing, Processing and Bulk Storage	38	Ordinance Use
9	Coal Gasification	39	Paints Manufacturing, Processing and Bulk Storage
10	Commercial Autobody Shops	40	Pesticides (including Herbicides, Fungicides and Anti-Fouling Agents) Manufacturing, Processing, Bulk Storage and Large-Scale Applications
11	Commercial Trucking and Container Terminals	41	Petroleum-derived Gas Refining, Manufacturing, Processing and Bulk Storage
12	Concrete, Cement and Lime Manufacturing	42	Pharmaceutical Manufacturing and Processing
13	Cosmetics Manufacturing, Processing and Bulk Storage	43	Plastics (including Fibreglass) Manufacturing and Processing
14	Crude Oil Refining, Processing and Bulk Storage	44	Port Activities, including Operation and Maintenance of Wharves and Docks
15	Discharge of Brine related to oil and gas production	45	Pulp, Paper and Paperboard Manufacturing and Processing
16	Drum and Barrel and Tank Reconditioning and Recycling	46	Rail Yards, Tracks and Spurs
17	Dye Manufacturing, Processing and Bulk Storage	47	Rubber Manufacturing and Processing
18	Electricity Generation, Transformation and Power Stations	48	Salt Manufacturing, Processing and Bulk Storage
19	Electronic and Computer Equipment Manufacturing	49	Salvage Yard, including automobile wrecking
20	Explosives and Ammunition Manufacturing, Production and Bulk Storage	50	Soap and Detergent Manufacturing, Processing and Bulk Storage
21	Explosives and Firing Range	51	Solvent Manufacturing, Processing and Bulk Storage
22	Fertilizer Manufacturing, Processing and Bulk Storage	52	Storage, maintenance, fueling and repair of equipment, vehicles, and material used to maintain transportation systems
23	Fire Retardant Manufacturing, Processing and Bulk Storage	53	Tannery
24	Fire Training	54	Textile Manufacturing and Processing
25	Flocculants Manufacturing, Processing and Bulk Storage	55	Transformer Manufacturing, Processing and Use
26	Foam and Expanded Foam Manufacturing and Processing	56	Treatment of Sewage equal to or greater than 10,000 litres per day
27	Garages and Maintenance and Repair of Railcars, Marine Vehicles and Aviation Vehicles	57	Vehicles and Associated Parts Manufacturing
28	Gasoline and Associated Products Storage in Fixed Tanks	58	Waste Disposal and Waste Management, including thermal treatment, landfilling and transfer of waste, other than use of biosoils as soil conditioners
29	Glass Manufacturing	59	Wood Treating and Preservative Facility and Bulk Storage of Treated and Preserved Wood Products
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APPENDICES

- Appendix A: Fire Insurance Plans
- Appendix B: Chain of Title
- Appendix C: Ministry of Natural Resources Natural Heritage Map
- Appendix D: EcoLog ERIS
- Appendix E: Aerial Photographs
- Appendix F: Record of Interview
- Appendix G: Site Photograph Log

1.0 INTRODUCTION

Hallex Environmental Ltd. was retained by Grandstone Living Inc. to conduct a Phase One Environmental Site Assessment (ESA) of the property located at 1 Neff Street, Port Colborne, ON (study site). As future plans include site re-development, the Phase One ESA was completed in accordance with O. Reg. 153/04 as amended, for future use in submission of a Record of Site Condition with the Ministry of the Environment, Conservation and Parks (MECP) if required. The site location is shown on Figure 1 and the site layout and adjacent land uses are depicted on Figure 2.

1.1 Phase One Property Information

Municipal address:	1 Neff Street, Port Colborne, ON
Client(s):	Grandstone Living Inc.
UTM co-ordinates:	17 T 4751104.78 m N 642737.75 m E
Elevation:	175 masl
Approx. site area:	658 m ²

1.2 Limitations and Exceptions of Report

Hallex Environmental Ltd. prepared this report for the account of: Grandstone Living Inc. The material in it reflects Hallex Environmental Ltd.'s best judgement based on the information discovered at the time of preparation, within the Phase One ESA scope of work. The investigative procedures and format of this report generally follow the guidelines established in: Part XV.1 of the Environmental Protection Act, per O. Reg. 153/04, as amended. Any information presented concerning materials at the site is based on information gathered during historical document search and site reconnaissance only. There may be materials and/or subsurface soil and/or groundwater conditions on-site, which are not represented by these non-invasive investigations. Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. Hallex Environmental Ltd. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

Declaration: Hallex Environmental Ltd., and its' Officers and Directors, declare no conflicting business or interests with the client or the subject property.

2.0 SCOPE OF INVESTIGATION

The objectives of the Phase One ESA were an investigation of the subject property and adjacent lands conducted in accordance with O. Reg. 153/04 as amended, and under the supervision of a Qualified Person in order to determine the likelihood that one or more contaminants may have affected any land and/or water on, in or under the property. Potentially Contaminating Activities (PCAs), and contaminants or materials of potential concern, if revealed on-site, or at properties located within a 250 m radius of the site, were evaluated as to whether they generated 'Areas of Potential Environmental Concern' (APECs). PCAs are itemized in Schedule D Table 2 of O. Reg 511/09. APECs if identified were individually evaluated whether they were triggers for additional investigation via a Phase Two ESA.

2.1 Procedures

The Phase One ESA scope of investigation includes review of historical background information via examination of:

- Fire Insurance Plans;
- Environmental Risk Information System (EcoLog ERIS);
- Chain of Title;
- Mapping resources including: Niagara Navigator Thematic, MNR Heritage Area, Topographic, Quaternary, Bedrock and Geology; and
- Aerial photographs.

A site reconnaissance was completed to observe site grounds, on-site structures (if applicable), and adjacent properties in order to identify PCAs and APECs. This information is utilized to formulate a preliminary Conceptual Site Model regarding potential contaminants, contaminant migration pathways, and human and/or ecological receptors at the site.

3.0 RECORDS REVIEW

3.1 General

3.1.1 Phase One Study Area Determination

Interpretation of the review of Fire Insurance Plans (FIPs), EcoLog ERIS data-based information, aerial photographic interpretation, in addition to the site investigation, revealed that it was not necessary to expand the data search beyond a 250 m radius of the property, the minimum area of study.

3.1.2 First Developed Use Determination

The first developed land use for the study site, as determined through historical FIP dated 1897, was residential use.

3.1.3 Fire Insurance Plans

Three (3) Fire Insurance Plans were available from EnviroScan dated 1897, 1939 and 1953. All plans depicted the study site or surrounding land use.

1897

The study site was depicted with one (1) dwelling on the 1897 FIP. Surrounding property consisted of a creek to the south, Welland Canal to the east and mixed residential and commercial stores, including one (1) building illustrated as “City Hotel”. The study area also appears developed mainly for commercial and residential use. No Potentially Contaminating Activities (PCAs) were identified within the study area.

1939

The study site was depicted with an addition north of the dwelling on the 1939 FIP. Four (4) PCAs were identified within the study area, one (1) autobody shop and Underground Storage Tanks (USTs) located approximately 200 m south (6 George Street), two (2) USTs located 100 m west (232 Main St W), and one (1) UST located 247 m west (302 Main Street West) from the study site.

1953

The study site depicted one (1) dwelling on-site in the 1954 FIP. The west adjacent dwelling and garage were no longer present. No significant changes were noted to the study site or adjacent sites from the 1939 FIP. Six (6) PCAs were found within the study area. Two (2) *Gasoline Service Stations* illustrating three (3) USTs each, located approximately 100 m west (232 Main St

W) and 235 m west (293 Main St W) of the study site. One (1) UST was denoted at 302 Main Street West (247 m southwest from study site) at an *Auto Repair* shop. Two (2) USTs and an autobody shop were also illustrated at 6 George St (200 m south) of the study site.

Fuel storage and autobody shops are all considered PCAs; however, the PCAs do not result in APECs at the study site regarding impact to soil/groundwater conditions due to distance to site and inferred groundwater flow direction. The FIPs are located in Appendix A.

3.1.4 Chain of Title

A chain of title was obtained from *Terranet Express* for the study site known as Property Identifier Number (PIN) 64149-0243 (LT). The chain of title covers the period from 2020 to present. Landownership was confirmed as Grandstone Living Inc. dating from 2020 to current. The parcel was transferred to various owners, which included: CRAM Holdings Inc. A copy of the Chain of Title is included in Appendix B.

3.1.5 Environmental Reports

No existing environmental reports were provided to Hallex Environmental Ltd. to review concerning the study site.

3.2 Environmental Source Information

The following agencies, databases and documents were reviewed where available and discussed further where necessary, for information regarding the study site and the surrounding area to determine the presence of any activity or material of potential environmental concern.

Source	Description of Data Analysis
National Pollutant Release Inventory (NPRI)	No pertinent information was gleaned from NPRI database regarding the subject site or adjacent properties. Several sites were listed in Port Colborne; however, they were not within the Study Area (250 m).
PCB Waste Storage Inventory	A review of the "Ontario Inventory of PCB Storage Sites" (MOE July 2000) indicated the Study Site was not a registered PCB storage site. Adjacent sites were also not listed in the PCB Inventory. Three (3) sites were listed in Port Colborne outside of the Study Area.
Environmental Registry of Ontario	A search was conducted on the Environmental Registry database relating to policy, regulation, act, instrument, bulletin, and appeal. Special attention was taken for Environmental Compliance Approvals (ECAs), Permits to Take Water, and Certificates of Property Use (CPU). No records were found relating to the Study Site or adjacent sites.
Coal Gasification Plants	A review of the "Inventory of Coal Gasification Plant Waste Sites" (MOE, April 1989) did not identify any former coal gasification plants for the Study Site or within the Study Area. Only one plant was listed within the Niagara Region, located in St. Catharines.

Source	Description of Data Analysis
Waste Disposal Site Inventory	Review of the MOE Waste Disposal Site Inventory, June 1991 did not indicate any historic waste disposal sites in the Study Area. Closed waste disposal sites were associated with numerous industrial sites in Port Colborne, as well as municipal waste disposal sites; however, these sites were outside the Study Area and were not expected to impact the Study Site.
Waste Management Records	No waste management records were available for the Study Site.
TSSA Retail Fuel Storage Tank Info	A request was not submitted to the Technical Safety and Standards Authority (TSSA) for information concerning fueling systems (USTs, ASTs) at this time.
Record of Site Condition (RSC)	Hallex searched the Brownfield Environmental Site Registry and no RSCs were identified for the Study Site or adjacent sites.
Ministry of Natural Resources (MNR)	No Areas of Natural Significance (ANSIs) were identified at the subject site according to MNR on-line records. A map showing the MNR Natural Heritage Areas is provided in Appendix C.

3.2.1 EcoLog ERIS Database

The EcoLog ERIS report returned eighty-one (81) environmental records, none of which were affiliated with the study site and all eighty-one (81) were from within 0.25 km of the study site. Records of significance have been summarized below, with the full EcoLog ERIS report located in Appendix D.

Municipal Address	Company	EcoLog ERIS Record	Description	Distance (m) from Study Site	PCA and/or APEC to Study Site
297 Main Street	Target Gas Bar	RST, PRT, FST	1993: two (2) 45,400 L single wall gasoline USTs, and one (1) 22,700 L diesel single wall UST at FS liquid fuel station.	239.9 m W	PCA not causing an APEC
270 Main Street West	Hardware Store	PES	Licensed vendor to sell Pesticides	187.4 m W	PCA not causing an APEC
130 Mellanby Ave.	SMT Services / Algoma Central Corp.	GEN	1986-2020; Machine shop generating: Waste oils & lubricants, organic laboratory chemicals, paint/pigment/coating residues, petroleum distillates, acid waste – heavy metals, and aliphatic solvents.	229.9 m E	PCA not causing an APEC

FST = Fuel Storage Tanks, RST = Retail Fuel Storage Tanks, PRT = Private and Retail Fuel Storage Tanks, PES = Pesticide Register, and GEN = Ontario Regulation 347 Waste Generators Summary.

3.3 Physical Setting

3.3.1 Aerial Photographs

Aerial photographs from 1921, 1934, 1948, 1954/1955, 1965, 1975, 1983, 1989, 1994, 2000, 2006, 2015 and 2018 were examined and revealed that the Study Site was first developed for

residential purposes dating from the 1920's to late 1990's, then vacant till present day. The Study Area was a mix of residential, commercial, and community use. Aerial photographs are contained in Appendix E, with brief summaries provided below.

Date	Comments
1921	The 1921 air photo indicated the study site was developed with one (1) residential dwelling. The surrounding properties consisted of commercial to the north, residential south and west and a vacant lot east of the study site. The study area appeared developed for commercial and residential use, with the Welland Canal evident east of the study site.
1934	A small addition north of the dwelling was noted in the 1934 air photo. North adjacent and one of the west adjacent dwellings were demolished, no other significant changes were noted to the study area.
1948	Several structures west and north of the study site were demolished, some along Main Street West was replaced with another commercial building. The study site remained the same.
1954-55, 1965, 1975, 1983 & 1989	No significant changes were noted for the study site or study area from the 1948 to 1975 air photos.
1994	The Trillium Railway – Harbour Spur was evident east of the study site running along the Welland Canal. No other significant changes were noted to the study site or study area.
2000	The dwelling on-site was demolished leaving the site vacant. Fill piles were noted south of Neff Street running alongside the railway. No other significant changes were noted to the study site or study area.
2006, 2015, 2018	No changes were noted for the study site or adjacent sites.

3.3.2 Topography, Hydrology, Geology

Topography

Ontario Base Map was reviewed for the Phase One Study Area. The geodetic ground surface elevation of the site is approximately 175 meters above sea level (masl). The Study Site had a very slight slope from the northern portion of the site towards Neff Street. The overall Study Area slope is approximately 1% south.

Geology and Physiography

Review of maps: Quaternary Geology of Niagara-Welland (Ontario Geological Survey Map 2556), and Bedrock Geology of Ontario (Ontario Geological Survey Map 2544), indicated that the native overburden was glaciolacustrine deposits (silt and clay, minor sand) and organic deposits with underlying bedrock consisting of limestone plains of the Onondaga Formation. Ministry of the Environment, Conservation, and Parks well record at a site 250 m north of the study site revealed the approximate depth to bedrock for the Study Area is 2.44 m bgs (metres below ground surface).

Hydrology:

The depth to the water table is not specifically known for the site. Surface water drainage would be into catch basins off-site along Neff Street. Previous groundwater investigations conducted by Hallex in 2016 at a site 600 m south of the Study Site indicated groundwater to be at approximately 4.5 mbgs. The overall groundwater flow for the area is inferred as south towards Lake Erie. The site is noted to be within the Lake Erie North Shore Watershed (Lake Erie Sub-Watershed).

3.3.3 Fill Materials

Fill material was not observed during site reconnaissance, however, may have been placed in the location of the former on-site building as depicted on FIPs and aerial photographs.

3.3.4 Water Bodies and Areas of Natural Significance

The Welland Canal is located approximately 22m east of the study site, and Lake Erie is located approximately 2.4 km south of the site.

3.3.5 Well Records

A review of the Ontario Oil, Gas & Salt Resources Library as well as the Ministry of the Environment, Conservation and Parks (MECP) library revealed no water wells pertaining to the Study Site or within the Study Area. Each record can contain information pertaining to date of installation, well use, type of stratigraphy encountered and groundwater levels, if available.

3.4 Site Operating Records

There were no applicable site operating records available for review.

4.0 INTERVIEW

An interview was conducted with Mr. Marc Vaillancourt, current owner of the Phase One ESA property, via email. The information gathered from the interviewed party is considered accurate and is consistent with the historical records review for the Phase One ESA property and adjacent sites. The following is a summary of the information provided to Hallex:

- The subject site currently has no buildings on-site, historically it had a farmhouse.
- There weren't any known environmental issues associated with the study site or surrounding properties.
- There have not been any previous environmental studies conducted at the study site (Phase One ESA, Phase Two ESA, Remediation, Designated Substance Survey, etc.).

The full record of interview is located in Appendix F.

5.0 SITE RECONNAISSANCE

5.1 General Requirements

The site investigation took place on March 3rd, 2021 at approximately 2:30 pm and was conducted by Hallex staff member Nicole Metz, *Environmental Technician*. The Phase One property is not considered an Enhanced Investigation Property (EIP). The weather conditions during site reconnaissance were clear and sunny, and all exterior areas of the Phase One property were accessible.

5.2 Specific Observations at Phase One Property

The purpose of the site reconnaissance was to identify any PCAs and/or APECs that could present the potential for contaminant sources available for migration via air, surface drainage, soil, and/or groundwater flow to human and/or ecological receptors. A photo log highlights the site in addition to surrounding land uses and is provided in Appendix G. Findings are summarized below and discussed further where necessary. Site layout is illustrated in Figure 3, including annotation to the photographs taken during site reconnaissance.

5.2.1 Exterior Observations

- The site is currently vacant/undeveloped (Photos 1-3).
- Although evidence of a heating oil tank (AST/UST) was not observed during site reconnaissance, the potential for one to have been utilized at the site exists given the age of developed site use dating back to the late 1800's.
- The ground cover at the site consisted of gravel and grass (Photos 1-3).
- The site occupies an area of approximately 658 m² of land.

Exterior Focus Items	Exterior Location / Description
Storage tanks (AST/UST)	None observed
Wells	None observed
Wastewater	Municipal services
Pits and lagoons	None observed
Stained materials	None observed
Stressed vegetation	None observed
Fill	None observed
Surface Water	None observed
Watercourses, ditches, standing water	None observed
Equipment	None observed
Debris	None observed
Chemical storage	None observed

6.0 REVIEW AND EVALUATION OF INFORMATION

6.1 Current and Past Uses – Subject Site

The historic documents research and the site reconnaissance revealed the study site had been developed for residential purposes dating from the late 1800's to late 1990's, then vacant/undeveloped to present day.

6.2 Potentially Contaminating Activities

Analysis of the historical research, and information gathered during site reconnaissance, was used to determine if there were any PCAs, current or historic, found on-site and/or within the Study Area that may have resulted in creating an on-site APEC. PCA's within the study area are depicted in Figure 4a.

6.2.1 Historical On-site PCAs

One (1) potential historical PCA was identified at the study site.

- ***PCA-1/APEC-1: Importation of Fill Material of Unknown Quality (as per Regulation #30).*** As identified through the FIP research, previous on-site building structures have been demolished. Fill materials of unknown origin or quality are considered to be a PCA resulting in an APEC at the study site with Metals, Petroleum Hydrocarbons (PHCs), Benzene, Toluene, Ethylbenzene, Xylene (BTEX), Polycyclic Aromatic Hydrocarbons (PAHs) and pH/ Specific Absorption Rate (SAR)/ Electrical Conductivity (EC) as contaminants of concern.

6.2.2 Recent On-site PCAs

No recent PCA's were identified at the study site.

6.2.3 Adjacent Sites PCAs

One (1) PCA was identified at an adjacent site to the Phase One property.

- ***PCA-2/APEC-2: #46 – Rail Yards, Tracks and Spurs.*** A railway line was identified running north-south along the east adjacent property. The presence of the railway tracks and spurs represents a PCA resulting in an APEC to the study site's soil with respect to target contaminants Metals, PHCs, BTEX, and PAHs.

6.2.4 Study Area PCAs

Eight (8) additional PCAs were noted within 250 m of the Study Site, however it is unlikely that any contaminants migrating off-site would present an on-site APEC at the Study Site due to the distance to the site and interpreted groundwater flow direction. Further details regarding these properties are provided below.

Business Type	PCA (Schedule D)	Address	Reason for discounting
Gasoline Service Station	PCA-3: #28 Gasoline and Associated Products Storage in Fixed Tanks	230 Main Street West	<ul style="list-style-type: none"> 60 m west of Study Site Inferred south groundwater flow direction
Auto Service	PCA-4: #10 Commercial Auto Body Shop		<ul style="list-style-type: none"> Cross-gradient from study site, and higher elevation
Gasoline Service Station	PCA-5: #28 Gasoline and Associated Products Storage in Fixed Tanks	293/297 Main Street West	<ul style="list-style-type: none"> 200 m west of Study Site Inferred south groundwater flow direction Cross-gradient from study site, and higher elevation
Auto Repairs	PCA-6: #28 Gasoline and Associated Products Storage in Fixed Tanks	302 Main Street West	<ul style="list-style-type: none"> 202 m southwest of Study Site Inferred south groundwater flow direction
	PCA-7: #10 Commercial Auto Body Shop		<ul style="list-style-type: none"> Cross-gradient from study site, and higher elevation
Garage	PCA-8: #28 Gasoline and Associated Products Storage in Fixed Tanks	6 George Street	<ul style="list-style-type: none"> 176 m south of Study Site Inferred south groundwater flow direction
	PCA-9: #10 Commercial Auto Body Shop		<ul style="list-style-type: none"> Cross-gradient from study site, and higher elevation
Algoma Central Corporation	PCA-10: #34 Metal fabrication	130 Mellanby Ave	<ul style="list-style-type: none"> 166 m east of Study Site Inferred south groundwater flow direction Cross-gradient from study site, and lower elevation

Other land uses within the Study Area North, South, East, and West of the Study Site did not exhibit visible items of concern that would constitute PCAs relevant to the subject site regarding potential for impact to soil and/or groundwater.

6.2.5 PCAs Outside of Study Area

Historic industrial use in Port Colborne revealed one (1) off-site PCA outside of the Study Area:

- PCA-11: #35 Mining, Smelting and Refining; Ore Processing; Tailings Storage**
 Located approximately 1.6 km southeast of the Study Site, INCO (now Vale Canada Ltd.) operated a nickel refinery from 1918 - 1984. Known contaminants, including Metals (ie: nickel, copper, cobalt, arsenic) were historically emitted from a smoke stack on the INCO

property that resulted in elevated levels of Metals in surface soils at surrounding properties. This off-site PCA is not considered to be an on-site APEC due to redevelopment at the site, including demolition of buildings and excavation and removal of topsoil for site grading.

6.3 Areas of Potential Environmental Concern

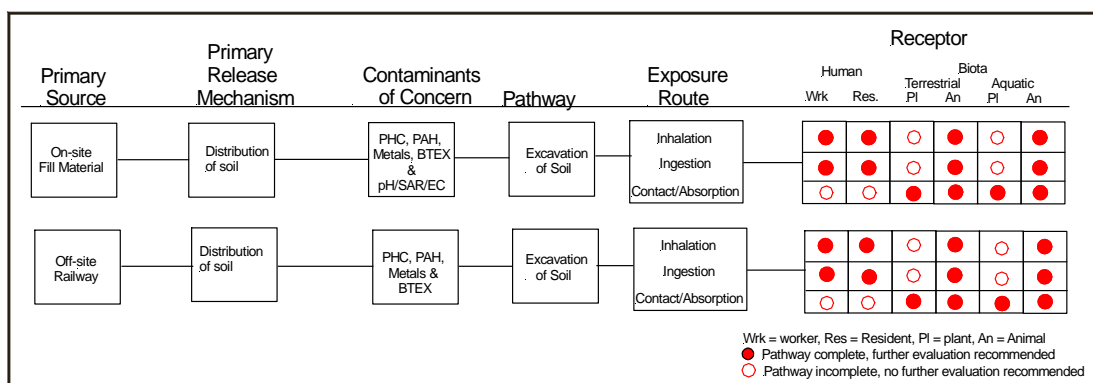
Two (2) of the previously described PCAs were determined to create on-site APECs with the potential to impact the Phase One study site's soil. On-site APECs are illustrated in Figure 4b, with further details provided below in table format.

Areas of Potential Environmental Concern ¹	Location of Area of Potential Environmental Concern on Phase One Property	Potentially Contaminating Activity ²	Location of PCA (on-site or off-site)	Contaminants of Potential Concern ³	Media Potentially Impacted (Ground water, soil and/or sediment)
APEC-1	Middle of the site	#30 Importation of Fill Material of Unknown Quality	On-site	Metals, PHC's, PAHs, BTEX EC/SAR/pH	Soil
APEC-2	Eastern property boundary	#46 Rail Yards, Tracks and Spurs	Off-site	PHCs, BTEX, PAHs, & Metals	Soil

The Phase One research is considered valid with no absence of information and was completed in full and considered accurate in determining the APECs located on-site.

6.4 Phase One Conceptual Site Model

The conceptual site model qualitatively considers the potential interaction of primary sources of environmental concern, with suspected contaminants of concern, and the pathway(s) and exposure route(s) to the receptors. Target contaminants of Metals, SAR/EC/pH, PHCs, BTEX and PAHs were identified with potential migration pathways to human and/or biota receptors.



7.0 CONCLUSIONS & RECOMMENDATIONS

Hallex Environmental Ltd. was retained by Grandstone Living Inc. to conduct a Phase One Environmental Site Assessment (ESA) of the property located at 1 Neff Street, Port Colborne, ON (study site). The objectives of the Phase One ESA were an investigation of the subject property and adjacent lands conducted in accordance with O. Reg. 153/04 as amended, and under the supervision of a Qualified Person in order to determine the likelihood that one or more contaminants may have affected any land and/or water on, in or under the property.

Potentially Contaminating Activities (PCAs), and contaminants or materials of potential concern, if revealed on-site, or at properties located within a 250 m radius of the site, were evaluated as to whether they generated 'Areas of Potential Environmental Concern' (APECs). PCAs are itemized in Schedule D Table 2 of O. Reg 511/09. APECs, if identified, were individually evaluated whether they were triggers for additional investigation via a Phase Two ESA.

PHASE ONE ESA SCOPE OF INVESTIGATION

The Phase One ESA scope of investigation included review of historical background information via examination of:

- Fire Insurance Plans;
- Environmental Risk Information System (EcoLog ERIS);
- Chain of Title;
- Mapping resources including: Niagara Navigator Thematic, MNR Heritage Area, Topographic, Quaternary, Bedrock and Geology; and
- Aerial photographs.

A site reconnaissance was completed to observe site grounds, on-site structures (if applicable), and adjacent properties in order to identify PCAs and APECs. This information was utilized to formulate a preliminary Conceptual Site Model regarding potential contaminants, contaminant migration pathways, and human and/or ecological receptors at the site.

PHASE ONE ESA FINDINGS

The Phase One ESA findings revealed the following:

- One (1) on-site and one (1) off-site Potentially Contaminating Activity (PCA) were identified at the study site resulting in two (2) on-site Areas of Potential Environmental Concern (APEC):
 - ***PCA-1/APEC-1: Importation of Fill Material of Unknown Quality (as per Regulation #30).*** As identified through the FIP research, previous on-site building structures have been demolished. Fill material of unknown origin or quality are considered to be a PCA resulting in an APEC at the study site with Metals, Petroleum Hydrocarbons (PHCs), Benzene, Toluene, Ethylbenzene, Xylene (BTEX), Polycyclic Aromatic Hydrocarbons (PAHs) and pH/ Specific Absorption Rate (SAR)/ Electrical Conductivity (EC) as contaminants of concern.
 - ***PCA-2/APEC-2: #46 – Rail Yards, Tracks and Spurs.*** A railway line was identified running north-south along the east adjacent property. The presence of the railway tracks and spurs represents a PCA resulting in an APEC to the study site's soil with respect to target contaminants Metals, PHCs, BTEX, and PAHs.
- Nine (9) PCAs were noted within 250 m of the study site and outside the study area, however it is unlikely that any contaminants migrating off-site would present an on-site APEC at the study site due to the distance to the site and interpreted groundwater flow direction.

RECOMMENDATIONS AND CONCLUSIONS

- 1) **A limited Phase Two ESA to identify the potential impact to the study site's soil resulting from on-site fill material of unknown origin and off-site railway.**

8.0 AUTHORS

Hallex Environmental Ltd. has conducted this Phase One Environmental Site Assessment as permitted by Hallex Certificate of Authorization (#90252). The following employees authored the report:

Nicole Metz - Ms. Nicole Metz, ETPD, ERPC, was the Environmental Technician for the project with over six years of experience in the environmental consulting field. Some projects Mrs. Metz have worked on included: Phase One & Two Environmental Site Assessments, Site Remediation, groundwater and surface water sampling, underground or aboveground storage tank decommissioning, Designated Substance Surveys, Records of Site Condition Filing, Environmental Compliance Approvals, National Pollutant Release Inventory, and Hazardous Waste Information Network training.

Jodie Glasier - Mrs. Jodie Glasier, B.A.(Hons), PD-EMA, M.MM, EP, is a Project Manager with over twelve + years of diverse environmental project experience including work on Phase One & Two Environmental Site Assessments, Records of Site Condition Filing, Environmental Compliance Approvals, Designated Substances and Hazardous Materials Surveys, Site Investigations, Remediation Studies, and Environmental Planning.

Kevin Christian - Mr. Kevin Christian, M.Sc., P.Geo., a Professional Geoscientist (#0387) registered with the Association of Professional Geoscientists of Ontario, and a Qualified Person (Environmental Site Assessment & Risk Assessment) as per Ontario Regulations 153/04 and 511/09, has thirty-two years of experience in the environmental geoscience consulting industry.

9.0 REFERENCES

The following reports, documents and databases were reviewed for the completion of this Phase One ESA.

- EcoLog ERIS
- Brock University Map Library
- City of Port Colborne Fire Insurance Plans
- Brock University Special Collections Library
- National Pollutant Release Inventory (NPRI) database www.ec.gc.ca.
- Ontario Inventory of PCB Storage Site October 1991, Ministry of the Environment, January 1992.
- Inventory of Coal Gasification Plant Waste Sites in Ontario, Volume II; MOE, 1987
- Ontario Oil, Gas, and Salt Resources Library, www.ogsrlibrary.com.
- Waste Disposal Site Inventory, Ministry of the Environment, 1991.
- Niagara Peninsula Conservation Authority (NPCA) Watershed Explorer;
<https://npca.ca/conservation#conservation-watershed>
- Search Record of Site Condition, Ontario Ministry of Environment, Conservations and Parks;
https://www.lrcsde.lrc.gov.on.ca/BFISWebPublic/pub/searchFiledRsc_search?request_locale=en
- Environmental Registry: Search Certificate of Property Use; <https://www.ebr.gov.on.ca/ERS-WEB-External/searchNotice.do>
- Ministry of Natural Resources (ANSIs) mapping;
https://www.gisapplication.lrc.gov.on.ca/matm/Index.html?viewer=Make_A_Topographic_Map.MATM&locale=en-US
- Search Access Environment for Environmental Compliance Approvals;
<http://www.accessenvironment.ene.gov.on.ca/AEWeb/ae/GoSearch.action?search=basic&lang=en>

FIGURES

- Figure 1: Site Location
- Figure 2: Adjacent Land Uses
- Figure 3: Site Layout
- Figure 4a: Potentially Contaminating Activities within Study Area
- Figure 4b: Areas of Potential Environmental Concern



Legend

 Study Site

Client

Grandstone Living Inc.

Project

Phase One ESA
1 Neff Street,
Port Colborne, ON

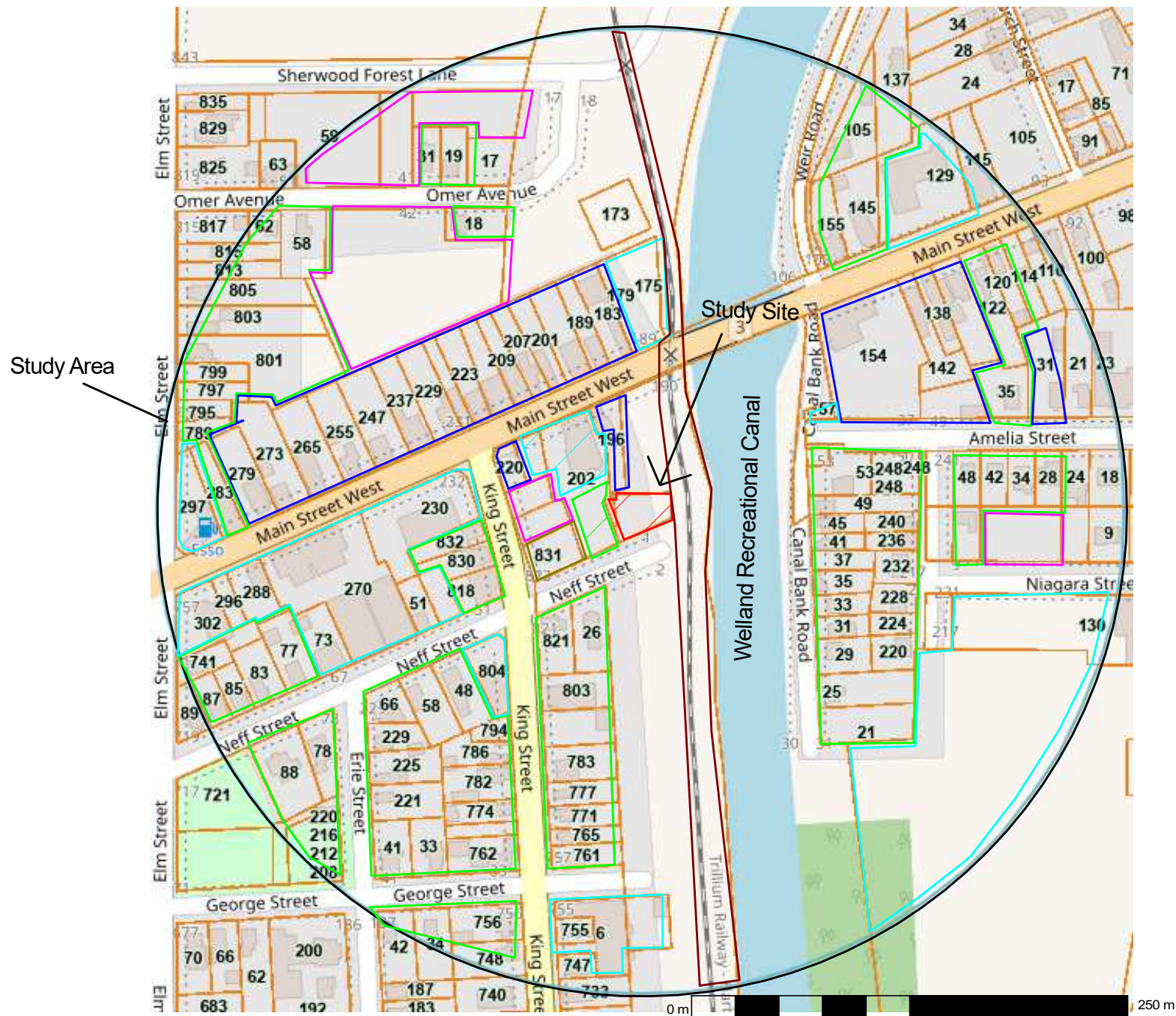
Figure Name


Site Location


Project
E-21-11-1
Date
March 2021
Drafted: N. Metz
Reviewed: KC

Figure
1

0 m  2 km
1 km







Legend

- Phase One Property
- Residential Land
- Mixed Commercial Residential Land
- Commercial Land
- Community/Park Land
- Vacant Land
- Industrial Land

Client

Grandstone Living Inc.

Project

Phase One ESA
1 Neff Street,
Port Colborne, ON

Figure Name

Adjacent Land Use

Project

E-21-11-1

Date

March 2021

Drafted: N. Metz

Reviewed: KC

Figure

2



Legend

☐ Phase One Property

☒ Photo Log Reference

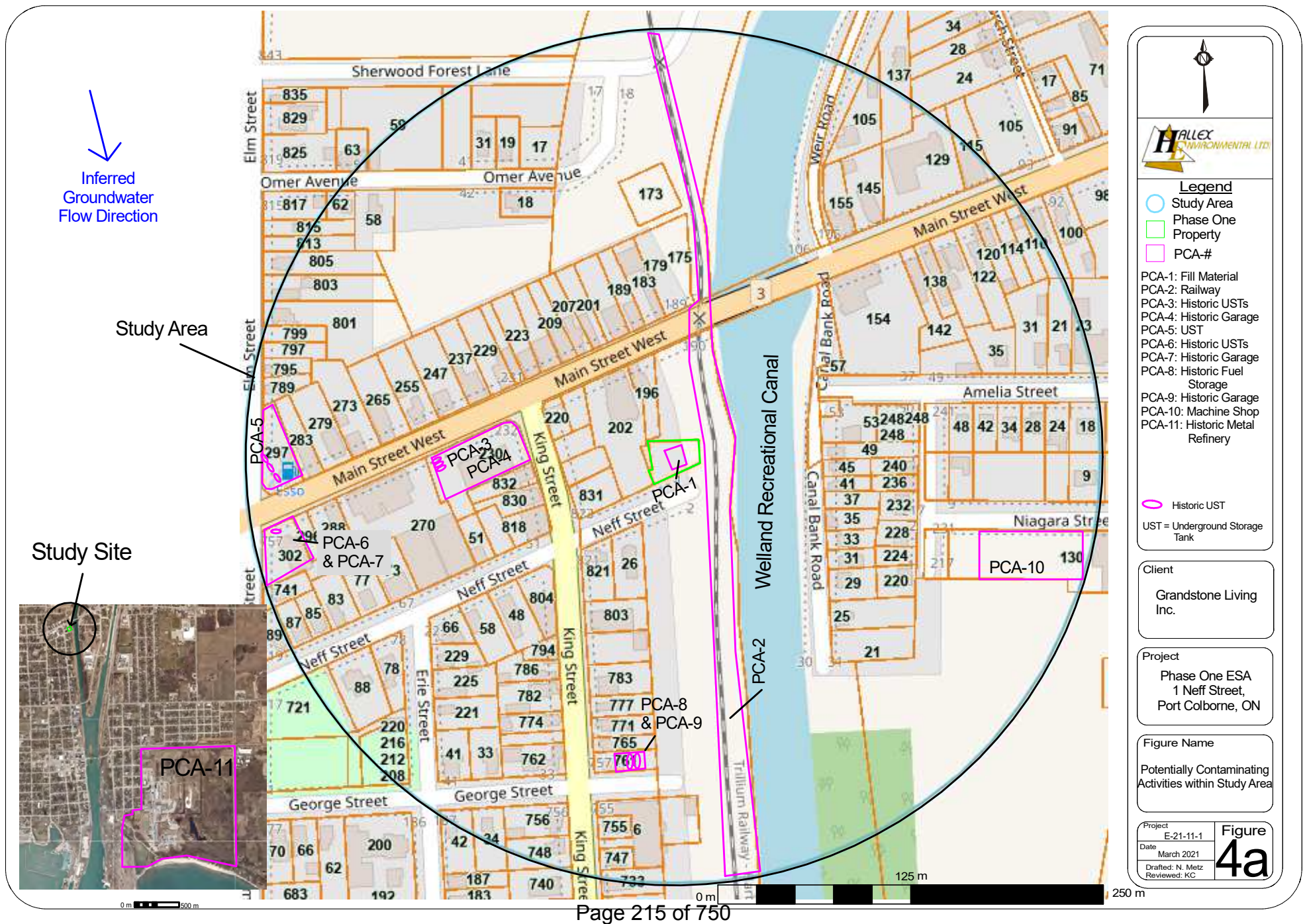
Arrow point indicates direction of photo taken

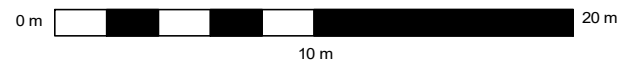
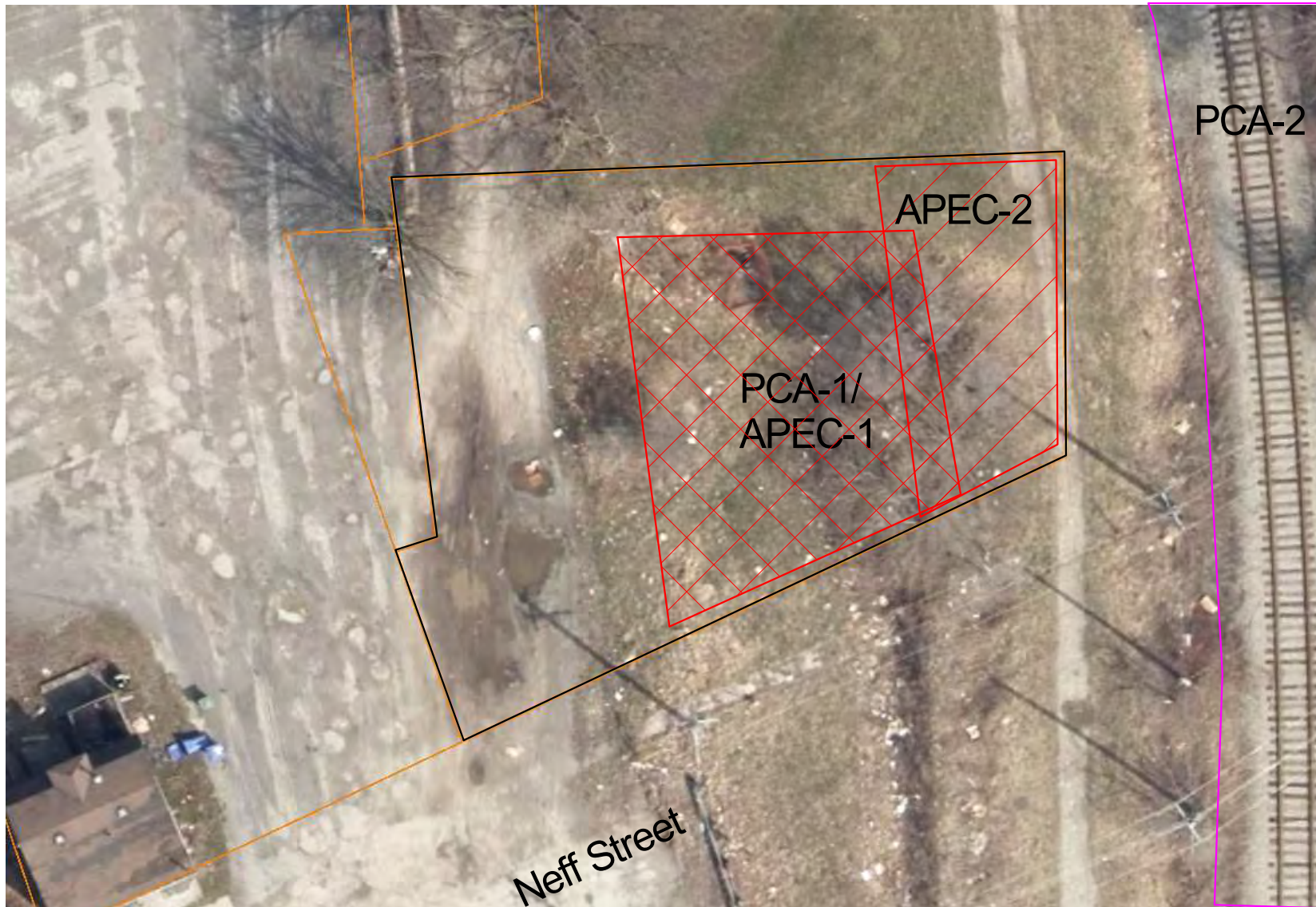
Client
Glandstone Living Inc.


Project
Phase One ESA
1 Neff Street,
Port Colborne, ON


Figure Name
Site Layout

Project E-21-11-1	Figure 3
Date March 2021	
Drafted: N. Metz	
Reviewed: JG	









Legend

Phase One Property

PCA-#

PCA-1: Fill Material
PCA-2: Railway

APEC-#

APEC-1: Fill Material
APEC-2: Railway

Client
Glandstone Living Inc.

Project
Phase One ESA
1 Neff Street,
Port Colborne, ON

Figure Name
Areas of Potential
Environmental Concern

Project	E-21-11-1
Date	March 2021
Drafted: N. Metz	
Reviewed: JG	

Figure
4b

Appendix A:
Fire Insurance Plans

Fire Insurance Plans

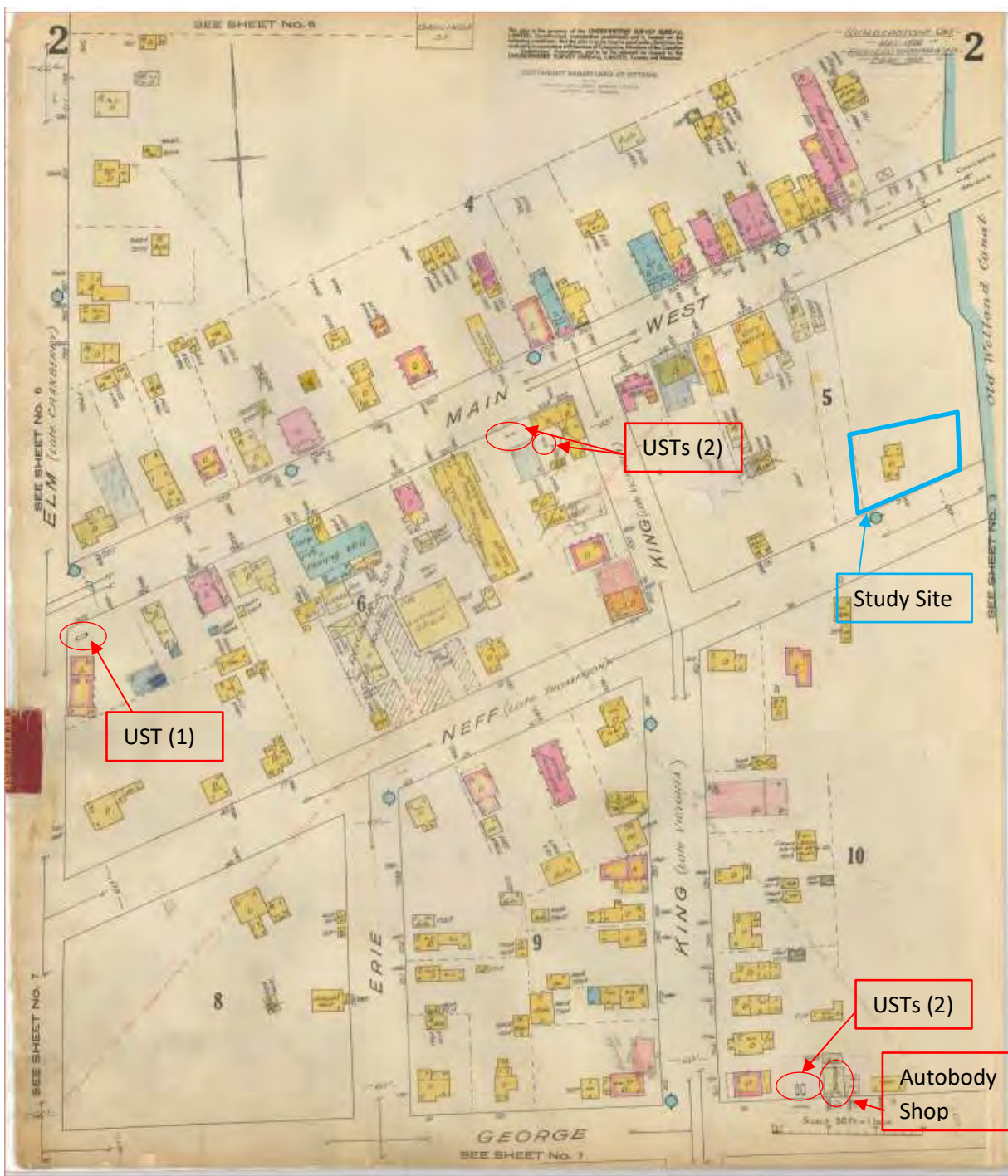
Three (3) Fire Insurance Plans were available from EnviroScan dated 1897, 1939 and 1953. All plans depicted the study site and surrounding land use. Further details are provided below.

1897



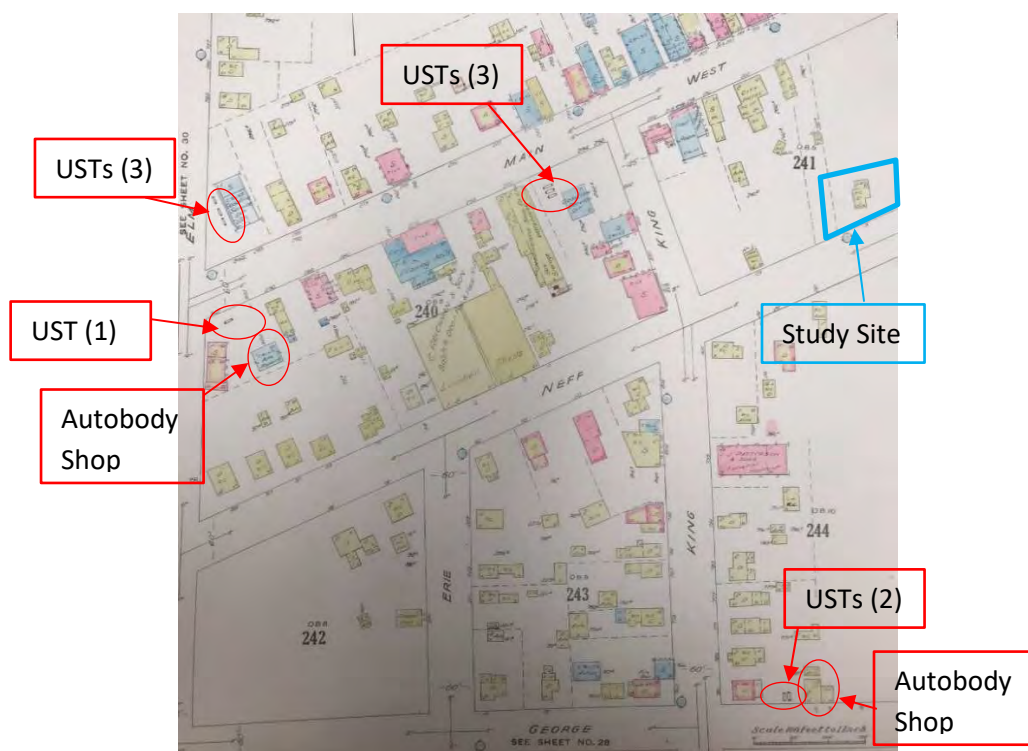
The study site was depicted with one (1) dwelling on the 1897 FIP. Surrounding property consisted of a creek to the south, Welland Canal to the east and mixed residential and commercial stores, including one (1) building illustrated as “City Hotel”. The study area also appears developed mainly for commercial and residential use. No Potentially Contaminating Activities (PCAs) were identified within the study area.

1939



The study site was depicted with an addition north of the dwelling on the 1939 FIP. Four (4) PCAs were identified within the study area, one (1) autobody shop and Underground Storage Tanks (USTs) located approximately 200 m south (6 George Street), two (2) USTs located 100 m west (232 Main St W), and one (1) UST located 247 m west (302 Main Street West) from the study site.

1953



The study site depicted one (1) dwelling on-site in the 1954 FIP. The west adjacent dwelling and garage were no longer present. No significant changes were noted to the study site or adjacent sites from the 1939 FIP. Six (6) PCAs were found within the study area. Two (2) *Gasoline Service Stations* illustrating three (3) USTs each, located approximately 100 m west (232 Main St W) and 235 m west (293 Main St W) of the study site. One (1) UST was denoted at 302 Main Street West (247 m southwest from study site) at an *Auto Repair* shop. Two (2) USTs and an autobody shop were also illustrated at 6 George St (200 m south) of the study site.

Fuel storage and autobody shops are all considered PCAs; however, the PCAs do not result in Areas of Potential Environmental Concern (APEC's) at the study site regarding impact to soil/groundwater conditions due to distance to site and inferred groundwater flow direction.

Appendix B:
Chain of Title Search

LAND
REGISTRY
OFFICE #59

64149-0243 (LT)

PAGE 1 OF 1
PREPARED FOR AGreco01
ON 2021/01/25 AT 11:25:04

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LOT 3, PART LOT 4 BLOCK A, PART LOT 3 SOUTH SIDE OF MAIN STREET WEST, PLAN 762 HUMBERSTONE, PART 1 59R16824; CITY OF PORT COLBORNE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 64149-0003

PIN CREATION DATE:

2021/01/22

OWNERS' NAMES

GRANDSTONE LIVING INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2021/01/22 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
**		SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO LAND TITLES: 1999/01/18 **						
SN634105	2020/07/03	CHARGE	\$400,000	CRAM HOLDINGS INC.	VAILLANCOURT, SYLVAIN <i>els</i>	C
59R16824	2020/11/09	PLAN REFERENCE				C
SN653721	2020/12/10	TRANSFER	\$250,000	CRAM HOLDINGS INC.	GRANDSTONE LIVING INC.	C
REMARKS: PLANNING ACT STATEMENTS.						

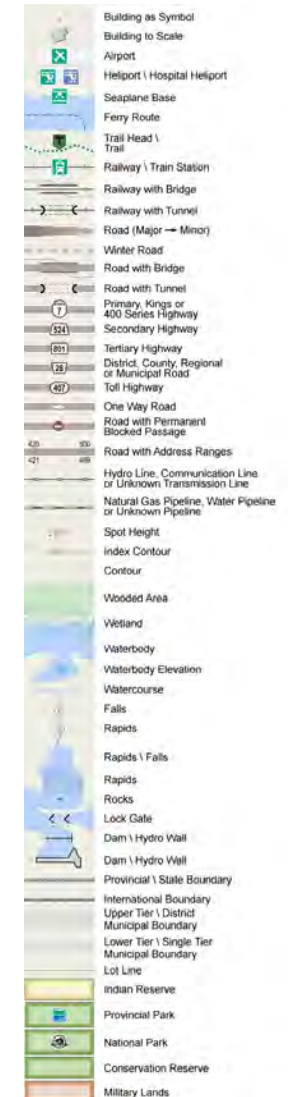
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Appendix C:

Ministry of Natural Resources Natural Heritage Map



Legend



0 0.2 km

Projection: Web Mercator



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Appendix D:

EcoLog ERIS



DATABASE **REPORT**

Project Property:	<i>Phase One ESA - 1 Neff Street, Port Colborne, ON 1 Neff Street Port Colborne ON L3K 3S8</i>
Project No:	<i>E-21-11-1</i>
Report Type:	<i>Standard Report</i>
Order No:	<i>21021900321</i>
Requested by:	<i>Hallex Environmental Ltd.</i>
Date Completed:	<i>February 24, 2021</i>

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Executive Summary

Property Information:

Project Property: *Phase One ESA - 1 Neff Street, Port Colborne, ON
1 Neff Street Port Colborne ON L3K 3S8*

Project No: *E-21-11-1*

Coordinates:

Latitude: *42.899208*
Longitude: *-79.2516714*
UTM Northing: *4,751,104.78*
UTM Easting: *642,737.75*
UTM Zone: *17T*

Elevation: *576 FT
175.41 M*

Order Information:

Order No: *21021900321*
Date Requested: *February 19, 2021*
Requested by: *Hallex Environmental Ltd.*
Report Type: *Standard Report*

Historical/Products:

Executive Summary: Report Summary

<i>Database</i>	<i>Name</i>	<i>Searched</i>	<i>Project Property</i>	<i>Within 0.25 km</i>	<i>Total</i>
AAGR	<i>Abandoned Aggregate Inventory</i>	Y	0	0	0
AGR	<i>Aggregate Inventory</i>	Y	0	0	0
AMIS	<i>Abandoned Mine Information System</i>	Y	0	0	0
ANDR	<i>Anderson's Waste Disposal Sites</i>	Y	0	0	0
AST	<i>Aboveground Storage Tanks</i>	Y	0	0	0
AUWR	<i>Automobile Wrecking & Supplies</i>	Y	0	0	0
BORE	<i>Borehole</i>	Y	0	5	5
CA	<i>Certificates of Approval</i>	Y	0	3	3
CDRY	<i>Dry Cleaning Facilities</i>	Y	0	0	0
CFOT	<i>Commercial Fuel Oil Tanks</i>	Y	0	0	0
CHEM	<i>Chemical Manufacturers and Distributors</i>	Y	0	0	0
CHM	<i>Chemical Register</i>	Y	0	0	0
CNG	<i>Compressed Natural Gas Stations</i>	Y	0	0	0
COAL	<i>Inventory of Coal Gasification Plants and Coal Tar Sites</i>	Y	0	0	0
CONV	<i>Compliance and Convictions</i>	Y	0	0	0
CPU	<i>Certificates of Property Use</i>	Y	0	0	0
DRL	<i>Drill Hole Database</i>	Y	0	0	0
DTNK	<i>Delisted Fuel Tanks</i>	Y	0	0	0
EASR	<i>Environmental Activity and Sector Registry</i>	Y	0	1	1
EBR	<i>Environmental Registry</i>	Y	0	1	1
ECA	<i>Environmental Compliance Approval</i>	Y	0	3	3
EEM	<i>Environmental Effects Monitoring</i>	Y	0	0	0
EHS	<i>ERIS Historical Searches</i>	Y	0	9	9
EIIS	<i>Environmental Issues Inventory System</i>	Y	0	0	0
EMHE	<i>Emergency Management Historical Event</i>	Y	0	0	0
EPAR	<i>Environmental Penalty Annual Report</i>	Y	0	0	0
EXP	<i>List of Expired Fuels Safety Facilities</i>	Y	0	0	0
FCON	<i>Federal Convictions</i>	Y	0	0	0
FCS	<i>Contaminated Sites on Federal Land</i>	Y	0	0	0
FOFT	<i>Fisheries & Oceans Fuel Tanks</i>	Y	0	0	0
FRST	<i>Federal Identification Registry for Storage Tank Systems (FIRSTS)</i>	Y	0	0	0
FST	<i>Fuel Storage Tank</i>	Y	0	7	7
FSTH	<i>Fuel Storage Tank - Historic</i>	Y	0	0	0
GEN	<i>Ontario Regulation 347 Waste Generators Summary</i>	Y	0	23	23
GHG	<i>Greenhouse Gas Emissions from Large Facilities</i>	Y	0	0	0
HINC	<i>TSSA Historic Incidents</i>	Y	0	1	1

Database	Name	Searched	Project Property	Within 0.25 km	Total
IAFT	Indian & Northern Affairs Fuel Tanks	Y	0	0	0
INC	Fuel Oil Spills and Leaks	Y	0	1	1
LIMO	Landfill Inventory Management Ontario	Y	0	0	0
MINE	Canadian Mine Locations	Y	0	0	0
MNR	Mineral Occurrences	Y	0	0	0
NATE	National Analysis of Trends in Emergencies System (NATES)	Y	0	0	0
NCPL	Non-Compliance Reports	Y	0	0	0
NDFT	National Defense & Canadian Forces Fuel Tanks	Y	0	0	0
NDSP	National Defense & Canadian Forces Spills	Y	0	0	0
NDWD	National Defence & Canadian Forces Waste Disposal Sites	Y	0	0	0
NEBI	National Energy Board Pipeline Incidents	Y	0	0	0
NEBP	National Energy Board Wells	Y	0	0	0
NEES	National Environmental Emergencies System (NEES)	Y	0	0	0
NPCB	National PCB Inventory	Y	0	0	0
NPRI	National Pollutant Release Inventory	Y	0	0	0
OGWE	Oil and Gas Wells	Y	0	0	0
OOGW	Ontario Oil and Gas Wells	Y	0	0	0
OPCB	Inventory of PCB Storage Sites	Y	0	0	0
ORD	Orders	Y	0	0	0
PAP	Canadian Pulp and Paper	Y	0	0	0
PCFT	Parks Canada Fuel Storage Tanks	Y	0	0	0
PES	Pesticide Register	Y	0	10	10
PINC	Pipeline Incidents	Y	0	1	1
PRT	Private and Retail Fuel Storage Tanks	Y	0	2	2
PTTW	Permit to Take Water	Y	0	0	0
REC	Ontario Regulation 347 Waste Receivers Summary	Y	0	0	0
RSC	Record of Site Condition	Y	0	0	0
RST	Retail Fuel Storage Tanks	Y	0	1	1
SCT	Scott's Manufacturing Directory	Y	0	7	7
SPL	Ontario Spills	Y	0	5	5
SRDS	Wastewater Discharger Registration Database	Y	0	0	0
TANK	Anderson's Storage Tanks	Y	0	0	0
TCFT	Transport Canada Fuel Storage Tanks	Y	0	0	0
VAR	Variances for Abandonment of Underground Storage Tanks	Y	0	0	0
WDS	Waste Disposal Sites - MOE CA Inventory	Y	0	0	0
WDSH	Waste Disposal Sites - MOE 1991 Historical Approval Inventory	Y	0	0	0
WWIS	Water Well Information System	Y	0	1	1
		Total:	0	81	81

Executive Summary: Site Report Summary - Project Property

<i>Map Key</i>	<i>DB</i>	<i>Company/Site Name</i>	<i>Address</i>	<i>Dir/Dist (m)</i>	<i>Elev diff (m)</i>	<i>Page Number</i>
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No records found in the selected databases for the project property.

Executive Summary: Site Report Summary - Surrounding Properties

<i>Map Key</i>	<i>DB</i>	<i>Company/Site Name</i>	<i>Address</i>	<i>Dir/Dist (m)</i>	<i>Elev Diff (m)</i>	<i>Page Number</i>
1	EHS		202 Main Street West Port Colborne ON L3K 3V4	NW/59.6	0.29	27
1	EHS		202 Main Street West Port Colborne ON L3K 3V4	NW/59.6	0.29	27
1	EHS		202 Main Street West Port Colborne ON L3K 3V4	NW/59.6	0.29	27
2	BORE		ON	NW/71.1	0.44	27
3	SPL	Canadian Niagara Power Inc.	on King St. in Port Colborne at Neff St. <UNOFFICIAL> Port Colborne ON	WSW/73.4	0.44	28
4	SPL	Canadian Niagara Power Inc.	832 King Street Port Colborne ON	W/100.1	1.44	29
5	HINC		818 KING STREET PORT COLBORNE ON L3K 4J5	WSW/107.1	1.44	29
6	EHS		804 King Street Port Colborne ON L3K 4J4	SW/107.4	0.71	30
7	SPL	Canadian Niagara Power Inc.	Corner of Amelia and Canal Bank Rd<UNOFFICIAL> Port Colborne ON	ENE/117.9	-0.27	30
8	CA	PORT COLBORNE CITY	CANAL BANK RD./AMELIA ST. PORT COLBORNE CITY ON	ENE/118.1	-0.27	31
9	EHS		237-239 Main Street West Port Colborne ON L3K 3V7	WNW/119.0	1.44	31
10	SCT	Madman's Embroidery	230 Main St W Unit 3 Port Colborne ON L3K 3V5	W/132.9	1.44	31

Map Key	DB	Company/Site Name	Address	Dir/Dist (m)	Elev Diff (m)	Page Number
10	SCT	Takis Embroidery	230 Main St W Unit 3 Port Colborne ON L3K 3V5	W/132.9	1.44	31
11	BORE		ON	WSW/147.9	1.44	31
12	CA	R.M. OF NIAGARA	MAIN ST.SEW.P.S./CANAL BANK RD PORT COLBORNE CITY ON	NE/167.1	-0.17	33
13	PES	REICHMAN LUMBER DIV. 938075 ONT. LTD	270 MAIN STREET WEST PORT COLBORNE ON L3K 3V5	W/187.4	2.44	33
13	SCT	Reichman Lumber	270 Main St W Port Colborne ON L3K 3V5	W/187.4	2.44	34
13	PES	REICHMAN LUMBER DIV. 938075 ONT. LTD	270 MAIN STREET WEST PORT COLBORNE ON L3K 3V5	W/187.4	2.44	34
13	PES	FRANK'S HOME BUILDING CENTRE	270 MAIN ST W PORT COLBORNE ON L3K 3V5	W/187.4	2.44	34
13	PES	FRANK'S HOME BUILDING CENTRE	270 MAIN ST W PORT COLBORNE ON L3K 3V5	W/187.4	2.44	35
13	PES	1834545 ONTARIO INC. / JASON'S CRESCENT HOME HARDWARE	270 MAIN ST W PORT COLBORNE ON L3K 3V5	W/187.4	2.44	35
13	PES	1834545 ONTARIO INC. / JASON'S CRESCENT HOME HARDWARE	270 MAIN ST W PORT COLBORNE ON L3K 3V5	W/187.4	2.44	36
13	PES	FRANK'S HOME BUILDING CENTRE	270 MAIN ST W PORT COLBORNE ON L3K3V5	W/187.4	2.44	36
13	PES	FRANK'S HOME BUILDING CENTRE	270 MAIN ST W PORT COLBORNE ON L3K3V5	W/187.4	2.44	36
13	PES	1834545 ONTARIO INC. / JASON'S CRESCENT HOME HARDWARE	270 MAIN ST W PORT COLBORNE ON L3K3V5	W/187.4	2.44	37

Map Key	DB	Company/Site Name	Address	Dir/Dist (m)	Elev Diff (m)	Page Number
13	PES	FRANK'S HOME BUILDING CENTRE	270 MAIN ST W PORT COLBORNE ON L3K3V5	W/187.4	2.44	37
14	WWIS		lot 28 con 2 ON Well ID: 6601044	N/195.3	0.13	37
15	ECA	The Corporation of the City of Port Colborne	George Street Port Colborne ON L3K 3C8	NNW/202.1	0.03	40
16	BORE		ON	NE/202.5	0.53	40
17	PINC		142 Main Street West, Port Colborne ON	ENE/203.4	1.43	42
18	BORE		ON	SSW/206.9	0.45	42
19	BORE		ON	NNW/207.3	0.04	43
20	CA	The Regional Municipality of Niagara	17 Omer Ave Port Colborne ON	NNW/221.6	0.99	45
20	ECA	The Regional Municipality of Niagara	17 Omer Ave Port Colborne ON	NNW/221.6	0.99	45
21	SCT	TRIANGLE PLASTICS LTD	6 GEORGE ST PORT COLBORNE ON L3K 3S1	S/225.9	0.39	46
21	SCT	TRIANGLE PLASTICS LTD.	6 George St Port Colborne ON L3K 3S1	S/225.9	0.39	46
21	EHS		6 George Street Port Colborne ON L3K 3S1	S/225.9	0.39	46
21	SCT	Heritage Sign Builders	6 George St Port Colborne ON L3K 3S1	S/225.9	0.39	46

Map Key	DB	Company/Site Name	Address	Dir/Dist (m)	Elev Diff (m)	Page Number
21	EBR	Heritage Sign and Manufacturing	6 George Street Port Colborne Regional Municipality of Niagara L3K 3S1 CITY OF PORT COLBORNE ON	S/225.9	0.39	46
21	GEN	Heritage sign and manufacturing	6 A George st port colborne ON	S/225.9	0.39	47
21	GEN	Heritage sign and manufacturing	6 A George st port colborne ON	S/225.9	0.39	47
21	ECA	Heritage Sign and Manufacturing	6 George St Port Colborne ON L3K 3S1	S/225.9	0.39	47
21	GEN	Heritage sign and manufacturing	6 A George st port colborne ON L3K 3S1	S/225.9	0.39	48
21	GEN	Heritage sign and manufacturing	6 A George st port colborne ON L3K 3S1	S/225.9	0.39	48
21	GEN	Heritage sign and manufacturing	6 A George st port colborne ON L3K 3S1	S/225.9	0.39	48
21	GEN	Heritage sign and manufacturing	6 George Street Port Colborne ON L3K 3S1	S/225.9	0.39	48
22	SCT	Taliscor Plastics Inc.	130 Mellanby Ave Port Colborne ON L3K 2L5	E/229.9	0.36	49
22	GEN	MARSH ENGINEERING LTD.	130 MELLANBY AVE. C/O 118 WEST ST. PORT COLBORNE ON L3K 2L5	E/229.9	0.36	49
22	GEN	MARSH ENGINEERING LTD.	130 MELLEBY AVE. C/O 118 WEST ST. PORT COLBORNE ON L3K 5V7	E/229.9	0.36	49
22	GEN	MARSH ENGINEERING LTD.	130 MELLEBY AVENUE PORT COLBORNE ON L3K 5V7	E/229.9	0.36	50
22	GEN	MARSH ENGINEERING LTD. 25-263	130 MELLEBY AVE. C/O 118 WEST ST. PORT COLBORNE ON L3K 5V7	E/229.9	0.36	50

Map Key	DB	Company/Site Name	Address	Dir/Dist (m)	Elev Diff (m)	Page Number
22	GEN	SMT Services	130 Mellanby Avenue Port Colborne ON L3K 2L5	E/229.9	0.36	50
22	GEN	SMT Services	130 Mellanby Avenue Port Colborne ON L3K 2L5	E/229.9	0.36	51
22	GEN	SMT Services	130 Mellanby Avenue Port Colborne ON L3K 2L5	E/229.9	0.36	51
22	GEN	SMT Services	130 Mellanby Avenue Port Colborne ON L3K 2L5	E/229.9	0.36	52
22	GEN	Algoma Central Corporation	130 Mellanby Avenue Port Colborne ON L3K-2L5	E/229.9	0.36	52
22	GEN	Algoma Central Corporation	130 Mellanby Avenue Port Colborne ON L3K-2L5	E/229.9	0.36	53
23	PRT	673920 ONTARIO LTD	297 MAIN ST W PORT COLBORNE ON L3K3V7	W/239.9	3.44	54
23	PRT	673920 ONTARIO LTD	297 MAIN ST W PORT COLBORNE ON L3K3V7	W/239.9	3.44	54
23	RST	TARGET GAS BAR & CONVENIENCE STORE	297 MAIN ST W PORT COLBORNE ON L3K3V7	W/239.9	3.44	54
23	SPL		297 Main St Port Colborne ON	W/239.9	3.44	55
23	FST	673920 ONTARIO LTD	297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	W/239.9	3.44	55
23	FST	673920 ONTARIO LTD	297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	W/239.9	3.44	56

Map Key	DB	Company/Site Name	Address	Dir/Dist (m)	Elev Diff (m)	Page Number
23	FST	673920 ONTARIO LTD	297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	W/239.9	3.44	56
23	INC		297 Main Street , Port Colborne ON	W/239.9	3.44	57
23	GEN	2701179 Ontario Inc.	297 Main Street West Port Colborne ON L3K 3V7	W/239.9	3.44	57
23	FST	2701179 ONTARIO INC	297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	W/239.9	3.44	58
23	FST		297 MAIN ST W PORT COLBORNE ON L3K 3V7	W/239.9	3.44	58
23	FST		297 MAIN ST W PORT COLBORNE ON L3K 3V7	W/239.9	3.44	59
23	FST	2701179 ONTARIO INC	297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	W/239.9	3.44	59
24	EHS		220 Erie St Port Colborne ON L3K 0A6	SW/249.7	2.44	59
24	EHS		220 Erie St Port Colborne ON L3K 0A6	SW/249.7	2.44	60
24	EHS		220 Erie St Port Colborne ON L3K 0A6	SW/249.7	2.44	60
25	SPL	PRIVATE OWNER	129 MAIN ST WEST. MOTOR VEHICLE (OPERATING FLUID) PORT COLBORNE CITY ON L3K 3V3	NE/250.0	1.31	60
26	GEN	Corporation of the City of Port Colborne	3 Killaly Street W Port Colborne ON L3K 6H1	SE/250.0	-0.54	61
26	GEN	Corporation of the City of Port Colborne	3 Killaly Street W Port Colborne ON L3K 6H1	SE/250.0	-0.54	61

<i>Map Key</i>	<i>DB</i>	<i>Company/Site Name</i>	<i>Address</i>	<i>Dir/Dist (m)</i>	<i>Elev Diff (m)</i>	<i>Page Number</i>
26	EASR	CORPORATION OF THE CITY OF PORT COLBORNE	3 KILLALY ST W PORT COLBORNE ON L3K 6H1	SE/250.0	-0.54	61
26	GEN	Corporation of the City of Port Colborne	3 Killaly Street W Port Colborne ON L3K 6H1	SE/250.0	-0.54	62
26	GEN	Corporation of the City of Port Colborne	3 Killaly Street W Port Colborne ON L3K 6H1	SE/250.0	-0.54	62
26	GEN	Corporation of the City of Port Colborne	3 Killaly Street W Port Colborne ON	SE/250.0	-0.54	62
26	GEN	Corporation of the City of Port Colborne	3 Killaly Street W Port Colborne ON L3K 6H1	SE/250.0	-0.54	63

Executive Summary: Summary By Data Source

BORE - Borehole

A search of the BORE database, dated 1875-Jul 2018 has found that there are 5 BORE site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
	ON	NW	71.08	<u>2</u>
	ON	WSW	147.92	<u>11</u>
	ON	NE	202.55	<u>16</u>
	ON	SSW	206.90	<u>18</u>
	ON	NNW	207.30	<u>19</u>

CA - Certificates of Approval

A search of the CA database, dated 1985-Oct 30, 2011* has found that there are 3 CA site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
The Regional Municipality of Niagara	17 Omer Ave Port Colborne ON	NNW	221.59	<u>20</u>

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
PORT COLBORNE CITY	CANAL BANK RD./AMELIA ST. PORT COLBORNE CITY ON	ENE	118.10	<u>8</u>

EASR - Environmental Activity and Sector Registry

A search of the EASR database, dated Oct 2011-Dec 31, 2020 has found that there are 1 EASR site(s) within approximately 0.25 kilometers of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
CORPORATION OF THE CITY OF PORT COLBORNE	3 KILLALY ST W PORT COLBORNE ON L3K 6H1	SE	249.96	26

EBR - Environmental Registry

A search of the EBR database, dated 1994-Jan 31, 2020 has found that there are 1 EBR site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
Heritage Sign and Manufacturing	6 George Street Port Colborne Regional Municipality of Niagara L3K 3S1 CITY OF PORT COLBORNE ON	S	225.93	21

ECA - Environmental Compliance Approval

A search of the ECA database, dated Oct 2011- Dec 31, 2020 has found that there are 3 ECA site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
The Corporation of the City of Port Colborne	George Street Port Colborne ON L3K 3C8	NNW	202.10	15
The Regional Municipality of Niagara	17 Omer Ave Port Colborne ON	NNW	221.59	20
Heritage Sign and Manufacturing	6 George St Port Colborne ON L3K 3S1	S	225.93	21

EHS - ERIS Historical Searches

A search of the EHS database, dated 1999-Oct 31, 2020 has found that there are 9 EHS site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
	202 Main Street West Port Colborne ON L3K 3V4	NW	59.60	<u>1</u>
	202 Main Street West Port Colborne ON L3K 3V4	NW	59.60	<u>1</u>
	202 Main Street West Port Colborne ON L3K 3V4	NW	59.60	<u>1</u>
	804 King Street Port Colborne ON L3K 4J4	SW	107.38	<u>6</u>
	237-239 Main Street West Port Colborne ON L3K 3V7	WNW	118.96	<u>9</u>
	6 George Street Port Colborne ON L3K 3S1	S	225.93	<u>21</u>
	220 Erie St Port Colborne ON L3K 0A6	SW	249.67	<u>24</u>
	220 Erie St Port Colborne ON L3K 0A6	SW	249.67	<u>24</u>
	220 Erie St Port Colborne ON L3K 0A6	SW	249.67	<u>24</u>

FST - Fuel Storage Tank

A search of the FST database, dated Jul 31, 2020 has found that there are 7 FST site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
673920 ONTARIO LTD	297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	W	239.89	<u>23</u>

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
673920 ONTARIO LTD	297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	W	239.89	<u>23</u>
673920 ONTARIO LTD	297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	W	239.89	<u>23</u>
2701179 ONTARIO INC	297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	W	239.89	<u>23</u>
	297 MAIN ST W PORT COLBORNE ON L3K 3V7	W	239.89	<u>23</u>
	297 MAIN ST W PORT COLBORNE ON L3K 3V7	W	239.89	<u>23</u>
2701179 ONTARIO INC	297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	W	239.89	<u>23</u>

GEN - Ontario Regulation 347 Waste Generators Summary

A search of the GEN database, dated 1986-Jul 31, 2020 has found that there are 23 GEN site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
Heritage sign and manufacturing	6 A George st port colborne ON L3K 3S1	S	225.93	<u>21</u>
Heritage sign and manufacturing	6 A George st port colborne ON L3K 3S1	S	225.93	<u>21</u>
Heritage sign and manufacturing	6 George Street Port Colborne ON L3K 3S1	S	225.93	<u>21</u>
Heritage sign and manufacturing	6 A George st port colborne ON	S	225.93	<u>21</u>

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
Heritage sign and manufacturing	6 A George st port colborne ON	S	225.93	<u>21</u>
Heritage sign and manufacturing	6 A George st port colborne ON L3K 3S1	S	225.93	<u>21</u>
MARSH ENGINEERING LTD.	130 MELLANBY AVE. C/O 118 WEST ST. PORT COLBORNE ON L3K 2L5	E	229.87	<u>22</u>
MARSH ENGINEERING LTD.	130 MELLANBY AVE. C/O 118 WEST ST. PORT COLBORNE ON L3K 5V7	E	229.87	<u>22</u>
MARSH ENGINEERING LTD.	130 MELLANBY AVENUE PORT COLBORNE ON L3K 5V7	E	229.87	<u>22</u>
MARSH ENGINEERING LTD. 25- 263	130 MELLANBY AVE. C/O 118 WEST ST. PORT COLBORNE ON L3K 5V7	E	229.87	<u>22</u>
SMT Services	130 Mellanby Avenue Port Colborne ON L3K 2L5	E	229.87	<u>22</u>
SMT Services	130 Mellanby Avenue Port Colborne ON L3K 2L5	E	229.87	<u>22</u>
SMT Services	130 Mellanby Avenue Port Colborne ON L3K 2L5	E	229.87	<u>22</u>
SMT Services	130 Mellanby Avenue Port Colborne ON L3K 2L5	E	229.87	<u>22</u>
Algoma Central Corporation	130 Mellanby Avenue Port Colborne ON L3K-2L5	E	229.87	<u>22</u>

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
Algoma Central Corporation	130 Mellanby Avenue Port Colborne ON L3K-2L5	E	229.87	<u>22</u>
2701179 Ontario Inc.	297 Main Street West Port Colborne ON L3K 3V7	W	239.89	<u>23</u>

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
Corporation of the City of Port Colborne	3 Killaly Street W Port Colborne ON L3K 6H1	SE	249.96	<u>26</u>
Corporation of the City of Port Colborne	3 Killaly Street W Port Colborne ON L3K 6H1	SE	249.96	<u>26</u>
Corporation of the City of Port Colborne	3 Killaly Street W Port Colborne ON L3K 6H1	SE	249.96	<u>26</u>
Corporation of the City of Port Colborne	3 Killaly Street W Port Colborne ON L3K 6H1	SE	249.96	<u>26</u>
Corporation of the City of Port Colborne	3 Killaly Street W Port Colborne ON L3K 6H1	SE	249.96	<u>26</u>
Corporation of the City of Port Colborne	3 Killaly Street W Port Colborne ON	SE	249.96	<u>26</u>

HINC - TSSA Historic Incidents

A search of the HINC database, dated 2006-June 2009* has found that there are 1 HINC site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
	818 KING STREET PORT COLBORNE ON L3K 4J5	WSW	107.15	<u>5</u>

INC - Fuel Oil Spills and Leaks

A search of the INC database, dated Jul 31, 2020 has found that there are 1 INC site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
	297 Main Street , Port Colborne ON	W	239.89	23

PES - Pesticide Register

A search of the PES database, dated Oct 2011-Dec 31, 2020 has found that there are 10 PES site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
REICHMAN LUMBER DIV. 938075 ONT. LTD	270 MAIN STREET WEST PORT COLBORNE ON L3K 3V5	W	187.43	13
REICHMAN LUMBER DIV. 938075 ONT. LTD	270 MAIN STREET WEST PORT COLBORNE ON L3K 3V5	W	187.43	13
FRANK'S HOME BUILDING CENTRE	270 MAIN ST W PORT COLBORNE ON L3K 3V5	W	187.43	13
FRANK'S HOME BUILDING CENTRE	270 MAIN ST W PORT COLBORNE ON L3K 3V5	W	187.43	13
1834545 ONTARIO INC. / JASON'S CRESCENT HOME HARDWARE	270 MAIN ST W PORT COLBORNE ON L3K 3V5	W	187.43	13
1834545 ONTARIO INC. / JASON'S CRESCENT HOME HARDWARE	270 MAIN ST W PORT COLBORNE ON L3K 3V5	W	187.43	13
FRANK'S HOME BUILDING CENTRE	270 MAIN ST W PORT COLBORNE ON L3K3V5	W	187.43	13
FRANK'S HOME BUILDING CENTRE	270 MAIN ST W PORT COLBORNE ON L3K3V5	W	187.43	13

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
1834545 ONTARIO INC. / JASON'S CRESCENT HOME HARDWARE	270 MAIN ST W PORT COLBORNE ON L3K3V5	W	187.43	13
FRANK'S HOME BUILDING CENTRE	270 MAIN ST W PORT COLBORNE ON L3K3V5	W	187.43	13

PINC - Pipeline Incidents

A search of the PINC database, dated Oct 31, 2020 has found that there are 1 PINC site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
	142 Main Street West, Port Colborne ON	ENE	203.38	17

PRT - Private and Retail Fuel Storage Tanks

A search of the PRT database, dated 1989-1996* has found that there are 2 PRT site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
673920 ONTARIO LTD	297 MAIN ST W PORT COLBORNE ON L3K3V7	W	239.89	23
673920 ONTARIO LTD	297 MAIN ST W PORT COLBORNE ON L3K3V7	W	239.89	23

RST - Retail Fuel Storage Tanks

A search of the RST database, dated 1999-Dec 31, 2020 has found that there are 1 RST site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
TARGET GAS BAR & CONVENIENCE STORE	297 MAIN ST W PORT COLBORNE ON L3K3V7	W	239.89	23

SCT - Scott's Manufacturing Directory

A search of the SCT database, dated 1992-Mar 2011* has found that there are 7 SCT site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
Takis Embroidery	230 Main St W Unit 3 Port Colborne ON L3K 3V5	W	132.85	<u>10</u>
Madman's Embroidery	230 Main St W Unit 3 Port Colborne ON L3K 3V5	W	132.85	<u>10</u>
Reichman Lumber	270 Main St W Port Colborne ON L3K 3V5	W	187.43	<u>13</u>
TRIANGLE PLASTICS LTD	6 GEORGE ST PORT COLBORNE ON L3K 3S1	S	225.93	<u>21</u>
TRIANGLE PLASTICS LTD.	6 George St Port Colborne ON L3K 3S1	S	225.93	<u>21</u>
Heritage Sign Builders	6 George St Port Colborne ON L3K 3S1	S	225.93	<u>21</u>
Taliscor Plastics Inc.	130 Mellanby Ave Port Colborne ON L3K 2L5	E	229.87	<u>22</u>

SPL - Ontario Spills

A search of the SPL database, dated 1988-Mar 2020; Jul 2020 - Aug 2020 has found that there are 5 SPL site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
Canadian Niagara Power Inc.	on King St. in Port Colborne at Neff St. <UNOFFICIAL> Port Colborne ON	WSW	73.44	<u>3</u>
Canadian Niagara Power Inc.	832 King Street Port Colborne ON	W	100.06	<u>4</u>
	297 Main St Port Colborne ON	W	239.89	<u>23</u>

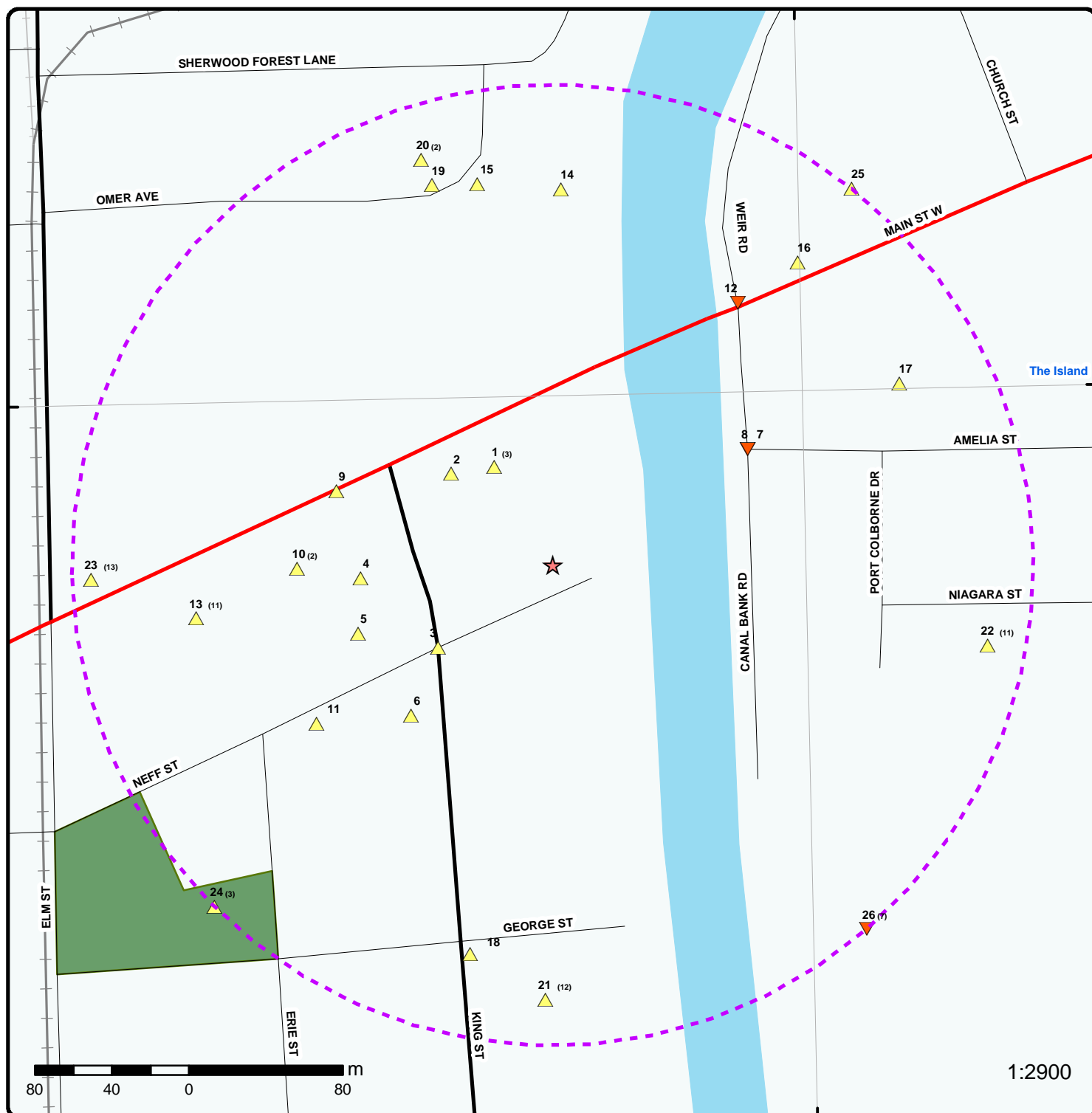
<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
PRIVATE OWNER	129 MAIN ST WEST. MOTOR VEHICLE (OPERATING FLUID) PORT COLBORNE CITY ON L3K 3V3	NE	249.96	25

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
Canadian Niagara Power Inc.	Corner of Amelia and Canal Bank Rd<UNOFFICIAL> Port Colborne ON	ENE	117.90	7

WWIS - Water Well Information System

A search of the WWIS database, dated Apr 30, 2020 has found that there are 1 WWIS site(s) within approximately 0.25 kilometers of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (m)</u>	<u>Map Key</u>
	lot 28 con 2 ON <i>Well ID: 6601044</i>	N	195.27	14



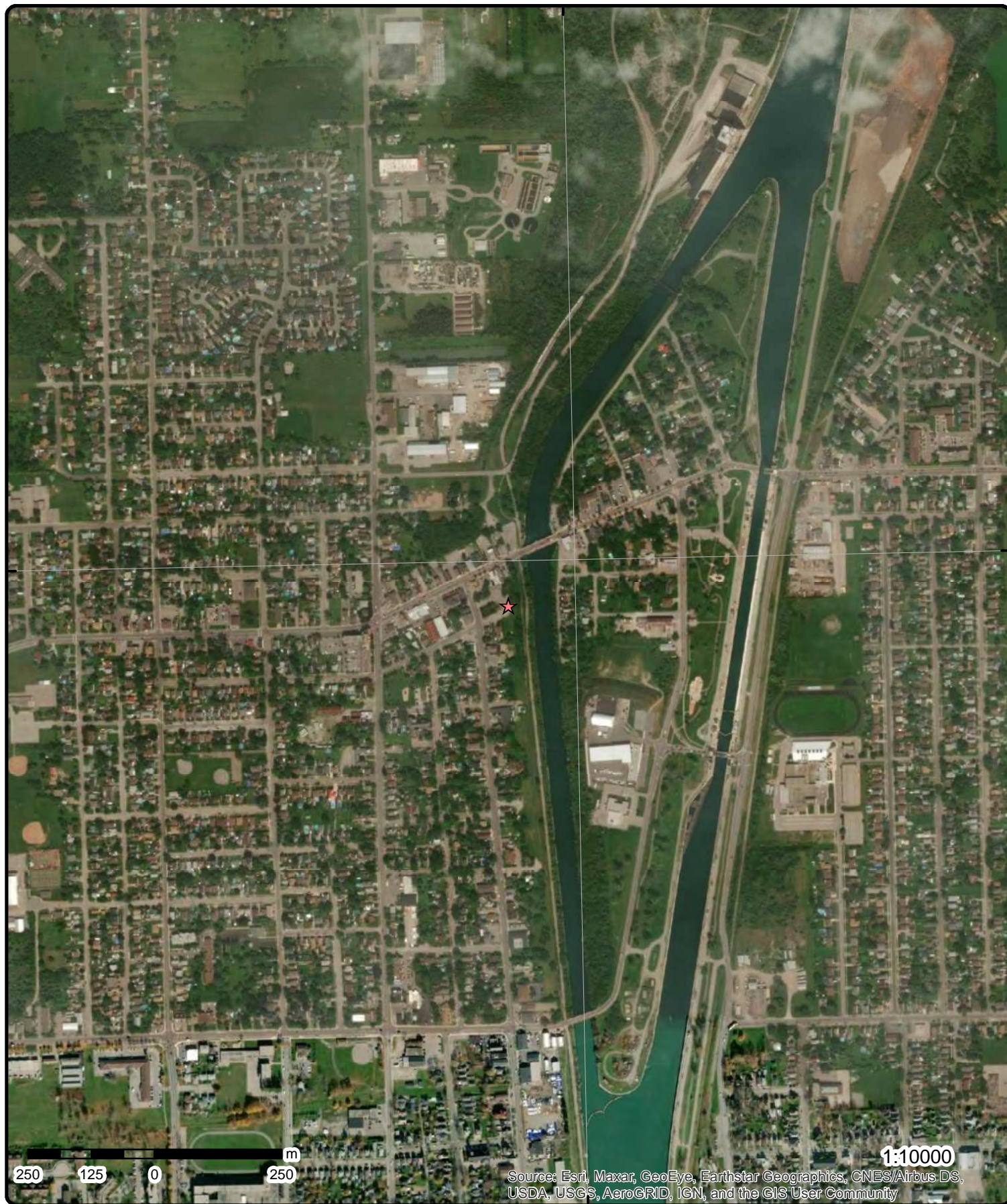
Map: 0.25 Kilometer Radius

Order Number: 21021900321

Address: 1 Neff Street, Port Colborne, ON



Project Property	Expressway	Industrial and Resource - Regions	National Park
Buffer Outline	Principal Highway	Main Line	Provincial or Territorial Park
Eris Sites with Higher Elevation	Secondary Highway	Sidetrack	Other Park
Eris Sites with Same Elevation	Major Road	Transit Line	Golf Course or Driving Range
Eris Sites with Lower Elevation	Local road	Abandoned Line	Park or Sports Field
Eris Sites with Unknown Elevation	Trail	Proposed Road	Other Recreation Area
	Proposed Road	Ferry Route/Ice Road	



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Aerial

Year: 2018

Address: 1 Neff Street, Port Colborne, ON

Source: ESRI World Imagery

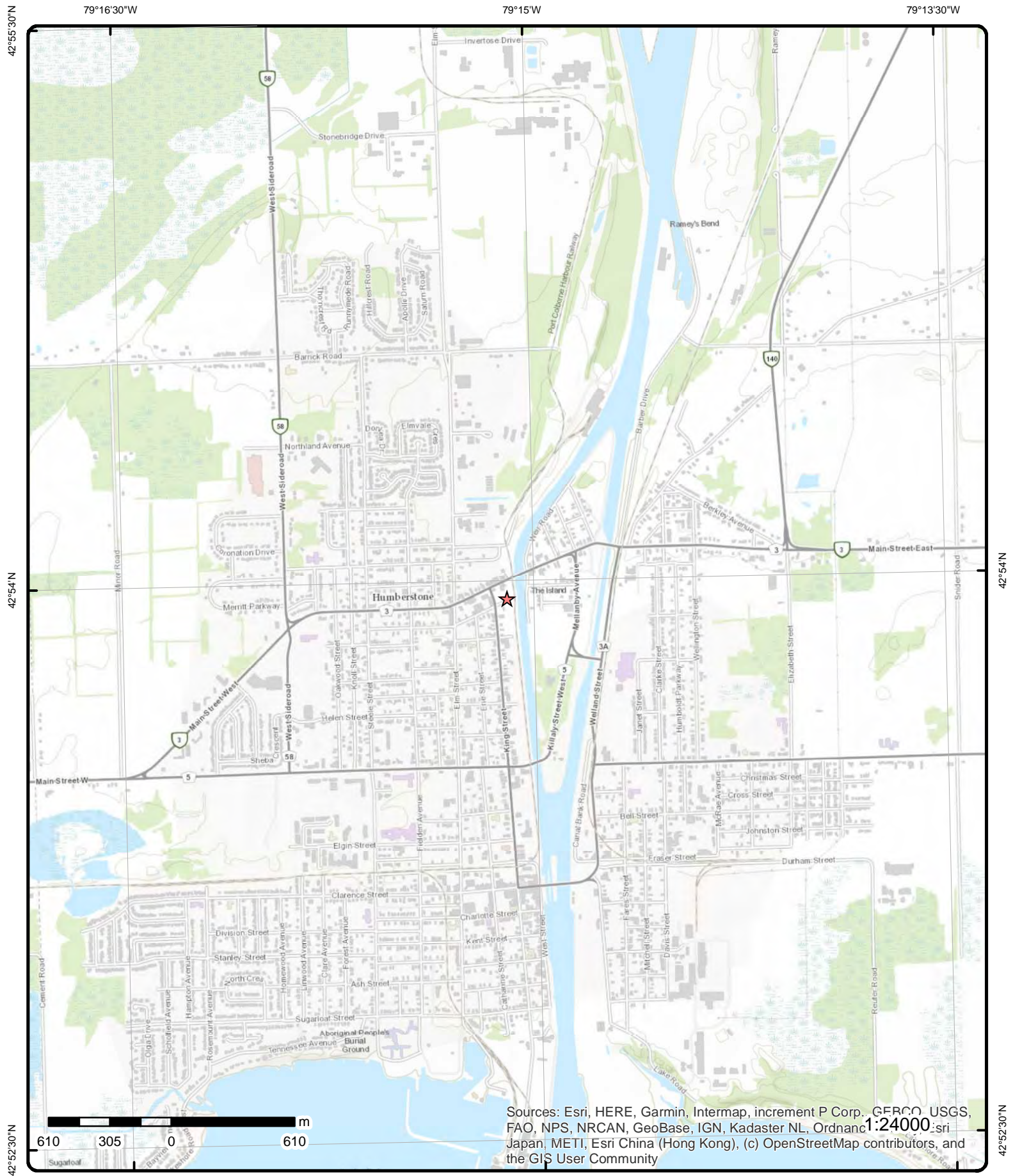
Page 250 of 750

Order Number: 21021900321

ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES



© ERIS Information Limited Partnership



Topographic Map

Address: 1 Neff Street, ON

Source: ESRI World Topographic Map

Order Number: 21021900321



© ERIS Information Limited Partnership

Detail Report

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
1	1 of 3	NW/59.6	175.7 / 0.29	202 Main Street West Port Colborne ON L3K 3V4	EHS
Order No: 20200604093 Status: C Report Type: Standard Report Report Date: 09-JUN-20 Date Received: 04-JUN-20 Previous Site Name: Lot/Building Size: Additional Info Ordered:		Nearest Intersection: Municipality: Client Prov/State: ON Search Radius (km): .25 X: -79.2520308 Y: 42.899675			
1	2 of 3	NW/59.6	175.7 / 0.29	202 Main Street West Port Colborne ON L3K 3V4	EHS
Order No: 20200604093 Status: C Report Type: Standard Report Report Date: 09-JUN-20 Date Received: 04-JUN-20 Previous Site Name: Lot/Building Size: Additional Info Ordered:		Nearest Intersection: Municipality: Client Prov/State: ON Search Radius (km): .25 X: -79.2520308 Y: 42.899675			
1	3 of 3	NW/59.6	175.7 / 0.29	202 Main Street West Port Colborne ON L3K 3V4	EHS
Order No: 20200604093 Status: C Report Type: Standard Report Report Date: 09-JUN-20 Date Received: 04-JUN-20 Previous Site Name: Lot/Building Size: Additional Info Ordered:		Nearest Intersection: Municipality: Client Prov/State: ON Search Radius (km): .25 X: -79.2520308 Y: 42.899675			
2	1 of 1	NW/71.1	175.8 / 0.44	ON	BORE
Borehole ID: 604936 OGF ID: 215506744 Status: Type: Borehole Use: Geotechnical/Geological Investigation Completion Date: MAR-1964 Static Water Level: Primary Water Use: Not Used Sec. Water Use: Total Depth m: .5 Depth Ref: Ground Surface Depth Elev:		Inclin FLG: No SP Status: Initial Entry Surv Elev: No Piezometer: No Primary Name: Municipality: Lot: Township: Latitude DD: 42.899646 Longitude DD: -79.252306 UTM Zone: 17 Easting: 642685			

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Drill Method: Boring Orig Ground Elev m: 178 Elev Reliabil Note: DEM Ground Elev m: 175 Concession: Location D: Survey D: Comments:					
Northing: 4751152 Location Accuracy: Accuracy: Not Applicable					
<u>Borehole Geology Stratum</u>					
Geology Stratum ID: 218366605 Top Depth: .1 Bottom Depth: .5 Material Color: Material 1: Concrete Material 2: Material 3: Material 4: Gsc Material Description: Stratum Description: CONCRETE. GRAVEL **Note: Many records provided by the department have a truncated [Stratum Description] field.					
Mat Consistency: Material Moisture: Material Texture: Non Geo Mat Type: Geologic Formation: Geologic Group: Geologic Period: Depositional Gen:					
Geology Stratum ID: 218366604 Top Depth: 0 Bottom Depth: .1 Material Color: Material 1: Asphalt Material 2: Material 3: Material 4: Gsc Material Description: Stratum Description: ASPHALT.					
Mat Consistency: Material Moisture: Material Texture: Non Geo Mat Type: Geologic Formation: Geologic Group: Geologic Period: Depositional Gen:					
<u>Source</u>					
Source Type: Data Survey Source Orig: Geological Survey of Canada Source Date: 1956-1972 Confidence: H Observatio: Source Name: Urban Geology Automated Information System (UGAIS) Source Details: File: NIAGARA.txt RecordID: 036060 NTS_Sheet: 30L14F Confiden 1: Logged by professional. Exact and complete description of material and properties.					
Source Appl: Spatial/Tabular Source Iden: 1 Scale or Res: Varies Horizontal: NAD27 Verticalda: Mean Average Sea Level					
<u>Source List</u>					
Source Identifier: 1 Source Type: Data Survey Source Date: 1956-1972 Scale or Resolution: Varies Source Name: Urban Geology Automated Information System (UGAIS) Source Originators: Geological Survey of Canada					
Horizontal Datum: NAD27 Vertical Datum: Mean Average Sea Level Projection Name: Universal Transverse Mercator					
3	1 of 1	WSW/73.4	175.8 / 0.44	Canadian Niagara Power Inc. on King St. in Port Colborne at Neff St. <UNOFFICIAL> Port Colborne ON	SPL
Ref No: 3321-778UAX Site No: Incident Dt:					
Discharger Report: Material Group: Oil Health/Env Conseq:					

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Year: Incident Cause: Cooling System Leak Incident Event: Contaminant Code: 15 Contaminant Name: TRANSFORMER OIL (N.O.S.) Contaminant Limit 1: Contam Limit Freq 1: Contaminant UN No 1: Environment Impact: Not Anticipated Nature of Impact: Soil Contamination Receiving Medium: Land Receiving Env: MOE Response: Planned Field Response Dt MOE Arvl on Scn: 9/24/2007 MOE Reported Dt: 9/20/2007 Dt Document Closed: 9/24/2007 Incident Reason: Error- Operator error Site Name: on King St. in Port Colborne at Neff St. <UNOFFICIAL> Site County/District: Site Geo Ref Meth: Incident Summary: Canadian Niagara Power - 10 L transformer oil to asphalt. Contaminant Qty: 10 L					
Client Type: Sector Type: Other Agency Involved: Nearest Watercourse: Site Address: Site District Office: Site Postal Code: Site Region: Site Municipality: Port Colborne Site Lot: Site Conc: Northing: Easting: Site Geo Ref Accu: Site Map Datum: SAC Action Class: Source Type:					

<u>4</u>	1 of 1	W/100.1	176.8 / 1.44	Canadian Niagara Power Inc. 832 King Street Port Colborne ON	SPL
Ref No: 1182-BJ4LAS Site No: NA Incident Dt: 11/20/2019 Year: Incident Cause: Incident Event: Leak/Break Contaminant Code: 15 Contaminant Name: TRANSFORMER OIL (N.O.S.) Contaminant Limit 1: Contam Limit Freq 1: Contaminant UN No 1: n/a Environment Impact: Nature of Impact: Receiving Medium: Receiving Env: Land MOE Response: Yes Dt MOE Arvl on Scn: 11/21/2019 MOE Reported Dt: 11/20/2019 Dt Document Closed: 1/2/2020 Incident Reason: Unknown / N/A Site Name: Pole Transformer<UNOFFICIAL> Site County/District: Regional Municipality of Niagara Site Geo Ref Meth: Incident Summary: Canadian Niagara Power: non-pcb oil to sidewalk/road Contaminant Qty: 100 L					
Discharger Report: Material Group: Health/Env Conseq: 2 - Minor Environment Corporation Client Type: Unknown / N/A Sector Type: Agency Involved: Nearest Watercourse: Site Address: 832 King Street Site District Office: Niagara Site Postal Code: Site Region: West Central Site Municipality: Port Colborne Site Lot: Site Conc: Northing: 4751150.67 Easting: 642644.93 Site Geo Ref Accu: Site Map Datum: SAC Action Class: Land Spills Source Type: Transformer					

<u>5</u>	1 of 1	WSW/107.1	176.8 / 1.44	818 KING STREET PORT COLBORNE ON L3K 4J5	HINC
External File Num: FS INC 0801-00364 Fuel Occurrence Type: CO Release Date of Occurrence: 1/20/2008 Fuel Type Involved: Natural Gas Status Desc: Pending Root Cause Attribution Validation Job Type Desc: Incident/Near-Miss Occurrence (FS)					

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Oper. Type Involved: Multi-unit Residential Service Interruptions: No Property Damage: No Fuel Life Cycle Stage: Utilization Root Cause: Root Cause: Equipment/Material/Component:Yes Procedures:No Maintenance:No Design:Yes Training:No Management:No Human Factors:No Reported Details: Fuel Category: Gaseous Fuel Occurrence Type: Incident Affiliation: Industry Stakeholder (Licensee/Registration/Certificate Holder, Facility Owner, etc.) County Name: Niagara Approx. Quant. Rel: Nearby body of water: Enter Drainage Syst.: Approx. Quant. Unit: Environmental Impact:					
6	1 of 1	SW/107.4	176.1 / 0.71	804 King Street Port Colborne ON L3K 4J4	EHS
Order No: 20180717198 Status: C Report Type: RSC Report (Rural) Report Date: 24-JUL-18 Date Received: 17-JUL-18 Previous Site Name: Lot/Building Size: Additional Info Ordered: Fire Insur. Maps and/or Site Plans; Aerial Photos Nearest Intersection: Municipality: Client Prov/State: ON Search Radius (km): .3 X: -79.252591 Y: 42.898517					
7	1 of 1	ENE/117.9	175.1 / -0.27	Canadian Niagara Power Inc. Corner of Amelia and Canal Bank Rd<UNOFFICIAL> Port Colborne ON	SPL
Ref No: 1371-87MPYF Site No: Incident Dt: Year: Incident Cause: Incident Event: Contaminant Code: 13 Contaminant Name: MINERAL OIL Contaminant Limit 1: Contam Limit Freq 1: Contaminant UN No 1: Environment Impact: Not Anticipated Nature of Impact: Soil Contamination Receiving Medium: Receiving Env: MOE Response: Planned Field Response Dt MOE Arvl on Scn: 7/27/2010 MOE Reported Dt: 7/23/2010 Dt Document Closed: Incident Reason: Storm/Flood - Resulting from storm/flood/lightening Site Name: Corner of Amelia and Canal Bank Rd<UNOFFICIAL> Site County/District: Site Geo Ref Meth: Incident Summary: 10L Non PCB Transformer Spill - Port Colbourne Contaminant Qty: 10 L Discharger Report: Material Group: Health/Env Conseq: Client Type: Sector Type: Transformer Agency Involved: Nearest Watercourse: Site Address: Site District Office: Site Postal Code: Site Region: Site Municipality: Site Lot: Site Conc: Northing: Easting: Site Geo Ref Accu: Site Map Datum: SAC Action Class: Land Spills Source Type:					

31 [esisinfo.com](https://www.esisinfo.com) | Environmental Risk Information Services Order No: 21021900321

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
<hr/>					
Borehole ID:	604935			Inclin FLG:	No
OGF ID:	215506743			SP Status:	Initial Entry
Status:				Surv Elev:	No
Type:	Borehole			Piezometer:	No
Use:	Geotechnical/Geological Investigation			Primary Name:	
Completion Date:	MAR-1964			Municipality:	
Static Water Level:	0.4			Lot:	
Primary Water Use:	Not Used			Township:	
Sec. Water Use:				Latitude DD:	42.898489
Total Depth m:	2.6			Longitude DD:	-79.253196
Depth Ref:	Ground Surface			UTM Zone:	17
Depth Elev:				Easting:	642615
Drill Method:	Boring			Northing:	4751022
Orig Ground Elev m:	178			Location Accuracy:	
Elev Reliabil Note:				Accuracy:	Not Applicable
DEM Ground Elev m:	177				
Concession:					
Location D:					
Survey D:					
Comments:					
 <u>Borehole Geology Stratum</u>					
Geology Stratum ID:	218366602			Mat Consistency:	Soft
Top Depth:	1.2			Material Moisture:	
Bottom Depth:	2.1			Material Texture:	
Material Color:	Brown			Non Geo Mat Type:	
Material 1:	Clay			Geologic Formation:	
Material 2:	Sand			Geologic Group:	
Material 3:	Gravel			Geologic Period:	
Material 4:				Depositional Gen:	
Gsc Material Description:					
Stratum Description:	CLAY,SAND,GRAVEL. BROWN,VERY SOFT.				
Geology Stratum ID:	218366601			Mat Consistency:	Soft
Top Depth:	.8			Material Moisture:	
Bottom Depth:	1.2			Material Texture:	
Material Color:	Brown			Non Geo Mat Type:	
Material 1:	Clay			Geologic Formation:	
Material 2:	Silt			Geologic Group:	
Material 3:				Geologic Period:	
Material 4:				Depositional Gen:	
Gsc Material Description:					
Stratum Description:	CLAY,SILT. BROWN,VERY SOFT, WATER STABLE AT 582.7 FEET.				
Geology Stratum ID:	218366599			Mat Consistency:	
Top Depth:	0			Material Moisture:	
Bottom Depth:	.2			Material Texture:	
Material Color:				Non Geo Mat Type:	
Material 1:	Fill			Geologic Formation:	
Material 2:	Clay			Geologic Group:	
Material 3:	Granuls			Geologic Period:	
Material 4:				Depositional Gen:	fill
Gsc Material Description:					
Stratum Description:	FILL,CLAY,CINDERS.				
Geology Stratum ID:	218366600			Mat Consistency:	Stiff
Top Depth:	.2			Material Moisture:	
Bottom Depth:	.8			Material Texture:	
Material Color:	Brown			Non Geo Mat Type:	
Material 1:	Clay			Geologic Formation:	
Material 2:	Gravel			Geologic Group:	
Material 3:				Geologic Period:	
Material 4:				Depositional Gen:	

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Gsc Material Description:					
Stratum Description:		CLAY, GRAVEL. BROWN, STIFF.			
Geology Stratum ID:	218366603			Mat Consistency:	Hard
Top Depth:	2.1			Material Moisture:	
Bottom Depth:	2.6			Material Texture:	
Material Color:	Brown			Non Geo Mat Type:	
Material 1:	Clay			Geologic Formation:	
Material 2:	Sand			Geologic Group:	
Material 3:	Gravel			Geologic Period:	
Material 4:				Depositional Gen:	
Gsc Material Description:					
Stratum Description:		CLAY, SAND, GRAVEL. BROWN, HARD. 012 010 00008018000250100004002700070041 **Note: Many records provided by the department have a truncated [Stratum Description] field.			
Source					
Source Type:	Data Survey			Source Appl:	Spatial/Tabular
Source Orig:	Geological Survey of Canada			Source Iden:	1
Source Date:	1956-1972			Scale or Res:	Varies
Confidence:	H			Horizontal:	NAD27
Observatio:				Verticalda:	Mean Average Sea Level
Source Name:	Urban Geology Automated Information System (UGAIS)				
Source Details:	File: NIAGARA.txt RecordID: 036050 NTS_Sheet: 30L14F				
Confiden 1:	Logged by professional. Exact and complete description of material and properties.				
Source List					
Source Identifier:	1			Horizontal Datum:	NAD27
Source Type:	Data Survey			Vertical Datum:	Mean Average Sea Level
Source Date:	1956-1972			Projection Name:	Universal Transverse Mercator
Scale or Resolution:	Varies				
Source Name:	Urban Geology Automated Information System (UGAIS)				
Source Originators:	Geological Survey of Canada				
12	1 of 1	NE/167.1	175.2 / -0.17	R.M. OF NIAGARA MAIN ST.SEW.P.S./CANAL BANK RD PORT COLBORNE CITY ON	CA
Certificate #:		3-1595-95-006			
Application Year:		95			
Issue Date:		11/16/95			
Approval Type:		Municipal sewage			
Status:		Approved			
Application Type:					
Client Name:					
Client Address:					
Client City:					
Client Postal Code:					
Project Description:					
Contaminants:					
Emission Control:					
13	1 of 11	W/187.4	177.8 / 2.44	REICHMAN LUMBER DIV. 938075 ONT. LTD 270 MAIN STREET WEST PORT COLBORNE ON L3K 3V5	PES
Detail Licence No:					
Licence No:					
Status:					
Approval Date:					
Report Source:					
		Operator Box:			
		Operator Class:			
		Operator No:			
		Operator Type:			
		Oper Area Code:			

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
<div> <div> Licence Type: Licence Type Code: Licence Class: Licence Control: Latitude: Longitude: Lot: Concession: Region: District: County: Trade Name: PDF Link: </div> <div>Vendor</div> <div> Oper Phone No: Operator Ext: Operator Lot: Oper Concession: Operator Region: Operator District: Operator County: Op Municipality: Post Office Box: MOE District: SWP Area Name: </div> </div>					
13	2 of 11	W/187.4	177.8 / 2.44	Reichman Lumber 270 Main St W Port Colborne ON L3K 3V5	SCT
<div> Established: Plant Size (ft²): Employment: </div> <div>01-DEC-91 2200</div>					
<div> --Details-- Description: SIC/NAICS Code: </div> <div>Home Centres 444110</div>					
13	3 of 11	W/187.4	177.8 / 2.44	REICHMAN LUMBER DIV. 938075 ONT. LTD 270 MAIN STREET WEST PORT COLBORNE ON L3K 3V5	PES
<div> <div> Detail Licence No: Licence No: Status: Approval Date: Report Source: Licence Type: Licence Type Code: Licence Class: Licence Control: Latitude: Longitude: Lot: Concession: Region: District: County: Trade Name: PDF Link: </div> <div>23-01-10061-0 10061 Limited Vendor 23 01 0 2 1 38</div> <div> Operator Box: Operator Class: Operator No: Operator Type: Oper Area Code: Oper Phone No: Operator Ext: Operator Lot: Oper Concession: Operator Region: Operator District: Operator County: Op Municipality: Post Office Box: MOE District: SWP Area Name: </div> <div> 2 1 38</div> </div>					
13	4 of 11	W/187.4	177.8 / 2.44	FRANK'S HOME BUILDING CENTRE 270 MAIN ST W PORT COLBORNE ON L3K 3V5	PES
<div> Detail Licence No: Licence No: Status: Approval Date: Report Source: Licence Type: Licence Type Code: </div> <div> Limited Vendor 23</div> <div> Operator Box: Operator Class: Operator No: Operator Type: Oper Area Code: Oper Phone No: Operator Ext: </div>					

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
<div> <div> Licence Class: Licence Control: Latitude: Longitude: Lot: Concession: Region: District: County: Trade Name: PDF Link: </div> <div> Operator Lot: Oper Concession: Operator Region: Operator District: Operator County: Op Municipality: Post Office Box: MOE District: SWP Area Name: </div> </div>					
13	5 of 11	W/187.4	177.8 / 2.44	FRANK'S HOME BUILDING CENTRE 270 MAIN ST W PORT COLBORNE ON L3K 3V5	PES
<div> <div> Detail Licence No: Licence No: Status: Approval Date: Report Source: Licence Type: Licence Type Code: Licence Class: Licence Control: Latitude: Longitude: Lot: Concession: Region: District: County: Trade Name: PDF Link: </div> <div>Vendor</div> <div> Operator Box: Operator Class: Operator No: Operator Type: Oper Area Code: Oper Phone No: Operator Ext: Operator Lot: Oper Concession: Operator Region: Operator District: Operator County: Op Municipality: Post Office Box: MOE District: SWP Area Name: </div> </div>					
13	6 of 11	W/187.4	177.8 / 2.44	1834545 ONTARIO INC. / JASON'S CRESCENT HOME HARDWARE 270 MAIN ST W PORT COLBORNE ON L3K 3V5	PES
<div> <div> Detail Licence No: Licence No: Status: Approval Date: Report Source: Licence Type: Licence Type Code: Licence Class: Licence Control: Latitude: Longitude: Lot: Concession: Region: District: County: Trade Name: PDF Link: </div> <div>Vendor</div> <div> Operator Box: Operator Class: Operator No: Operator Type: Oper Area Code: Oper Phone No: Operator Ext: Operator Lot: Oper Concession: Operator Region: Operator District: Operator County: Op Municipality: Post Office Box: MOE District: SWP Area Name: </div> </div>					

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
13	7 of 11	W/187.4	177.8 / 2.44	1834545 ONTARIO INC. / JASON'S CRESCENT HOME HARDWARE 270 MAIN ST W PORT COLBORNE ON L3K 3V5	PES
Detail Licence No:	23-01-15796-0			Operator Box:	
Licence No:				Operator Class:	
Status:				Operator No:	
Approval Date:				Operator Type:	
Report Source:				Oper Area Code:	
Licence Type:	LIMITED			Oper Phone No:	
Licence Type Code:				Operator Ext:	
Licence Class:				Operator Lot:	
Licence Control:				Oper Concession:	
Latitude:				Operator Region:	
Longitude:				Operator District:	
Lot:				Operator County:	
Concession:				Op Municipality:	
Region:				Post Office Box:	
District:				MOE District:	
County:				SWP Area Name:	
Trade Name:					
PDF Link:					
13	8 of 11	W/187.4	177.8 / 2.44	FRANK'S HOME BUILDING CENTRE 270 MAIN ST W PORT COLBORNE ON L3K3V5	PES
Detail Licence No:	23-01-10061-0			Operator Box:	
Licence No:	10061			Operator Class:	
Status:				Operator No:	
Approval Date:				Operator Type:	
Report Source:	Legacy Licenses (Excluding TS)			Oper Area Code:	905
Licence Type:	Limited Vendor			Oper Phone No:	8344913
Licence Type Code:	23			Operator Ext:	
Licence Class:	01			Operator Lot:	
Licence Control:	0			Oper Concession:	
Latitude:				Operator Region:	2
Longitude:				Operator District:	1
Lot:				Operator County:	38
Concession:				Op Municipality:	
Region:	2			Post Office Box:	
District:	1			MOE District:	
County:	38			SWP Area Name:	
Trade Name:					
PDF Link:					
13	9 of 11	W/187.4	177.8 / 2.44	FRANK'S HOME BUILDING CENTRE 270 MAIN ST W PORT COLBORNE ON L3K3V5	PES
Detail Licence No:				Operator Box:	
Licence No:	18157			Operator Class:	
Status:				Operator No:	
Approval Date:				Operator Type:	
Report Source:	Legacy Licenses (Excluding TS)			Oper Area Code:	905
Licence Type:	Limited Vendor			Oper Phone No:	8344913
Licence Type Code:	23			Operator Ext:	
Licence Class:	01			Operator Lot:	
Licence Control:				Oper Concession:	
Latitude:				Operator Region:	
Longitude:				Operator District:	

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Lot: Concession: Region: District: County: Trade Name: PDF Link:					
Operator County: Op Municipality: Post Office Box: MOE District: SWP Area Name:					
13	10 of 11	W/187.4	177.8 / 2.44	1834545 ONTARIO INC. / JASON'S CRESCENT HOME HARDWARE 270 MAIN ST W PORT COLBORNE ON L3K3V5	PES
Detail Licence No: Licence No: 15796 Status: Approval Date: Report Source: Legacy Licenses (Excluding TS) Licence Type: Limited Vendor Licence Type Code: 23 Licence Class: 01 Licence Control: Latitude: Longitude: Lot: Concession: Region: District: County: Trade Name: PDF Link:					
Operator Box: Operator Class: Operator No: Operator Type: Oper Area Code: 905 Oper Phone No: 8344913 Operator Ext: Operator Lot: Oper Concession: Operator Region: Operator District: Operator County: Op Municipality: Post Office Box: MOE District: SWP Area Name:					
13	11 of 11	W/187.4	177.8 / 2.44	FRANK'S HOME BUILDING CENTRE 270 MAIN ST W PORT COLBORNE ON L3K3V5	PES
Detail Licence No: Licence No: 10061 Status: Approval Date: Report Source: Legacy Licenses (Excluding TS) Licence Type: Retail Vendor Class 03 Licence Type Code: 21 Licence Class: 03 Licence Control: Latitude: Longitude: Lot: Concession: Region: District: County: Trade Name: PDF Link:					
Operator Box: Operator Class: Operator No: Operator Type: Oper Area Code: 905 Oper Phone No: 8344913 Operator Ext: Operator Lot: Oper Concession: Operator Region: Operator District: Operator County: Op Municipality: Post Office Box: MOE District: SWP Area Name:					
14	1 of 1	N/195.3	175.5 / 0.13	lot 28 con 2 ON	WWIS
Well ID: 6601044 Construction Date:					
Data Entry Status: Data Src: 1					

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Primary Water Use:	Domestic			Date Received:	8/21/1952
Sec. Water Use:	0			Selected Flag:	Yes
Final Well Status:	Water Supply			Abandonment Rec:	
Water Type:				Contractor:	3210
Casing Material:				Form Version:	1
Audit No:				Owner:	
Tag:				Street Name:	
Construction Method:				County:	66
Elevation (m):				Municipality:	PORT COLBORNE CITY (HUMBERSTONE)
Elevation Reliability:				Site Info:	
Depth to Bedrock:				Lot:	028
Well Depth:				Concession:	02
Overburden/Bedrock:				Concession Name:	CON
Pump Rate:				Easting NAD83:	
Static Water Level:				Northing NAD83:	
Flowing (Y/N):				Zone:	
Flow Rate:				UTM Reliability:	
Clear/Cloudy:					

PDF URL (Map): https://d2khazk8e83rdv.cloudfront.net/moe_mapping/downloads/2Water/Wells_pdfs/660\6601044.pdf

Bore Hole Information

Bore Hole ID:	10460778	Elevation:	176.3078
DP2BR:	8	Elevrc:	
Spatial Status:		Zone:	17
Code OB:	r	East83:	642741.9
Code OB Desc:	Bedrock	North83:	4751300
Open Hole:		Org CS:	
Cluster Kind:		UTMRC:	9
Date Completed:	7/3/1952	UTMRC Desc:	unknown UTM
Remarks:		Location Method:	p9
Elevrc Desc:			
Location Source Date:			
Improvement Location Source:			
Improvement Location Method:			
Source Revision Comment:			
Supplier Comment:			

Overburden and Bedrock Materials Interval

Formation ID:	932590469
Layer:	1
Color:	
General Color:	
Mat1:	05
Most Common Material:	CLAY
Mat2:	14
Mat2 Desc:	HARDPAN
Mat3:	
Mat3 Desc:	
Formation Top Depth:	0
Formation End Depth:	8
Formation End Depth UOM:	ft

Overburden and Bedrock Materials Interval

Formation ID:	932590470
Layer:	2
Color:	
General Color:	

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Mat1:		17			
Most Common Material:		SHALE			
Mat2:					
Mat2 Desc:					
Mat3:					
Mat3 Desc:					
Formation Top Depth:		8			
Formation End Depth:		24			
Formation End Depth UOM:		ft			
<u>Method of Construction & Well Use</u>					
Method Construction ID:		966601044			
Method Construction Code:		1			
Method Construction:		Cable Tool			
Other Method Construction:					
<u>Pipe Information</u>					
Pipe ID:		11009348			
Casing No:		1			
Comment:					
Alt Name:					
<u>Construction Record - Casing</u>					
Casing ID:		930748447			
Layer:		1			
Material:		1			
Open Hole or Material:		STEEL			
Depth From:					
Depth To:		8			
Casing Diameter:		6			
Casing Diameter UOM:		inch			
Casing Depth UOM:		ft			
<u>Construction Record - Casing</u>					
Casing ID:		930748448			
Layer:		2			
Material:		4			
Open Hole or Material:		OPEN HOLE			
Depth From:					
Depth To:		24			
Casing Diameter:		6			
Casing Diameter UOM:		inch			
Casing Depth UOM:		ft			
<u>Results of Well Yield Testing</u>					
Pump Test ID:		996601044			
Pump Set At:					
Static Level:		12			
Final Level After Pumping:					
Recommended Pump Depth:					
Pumping Rate:					
Flowing Rate:					
Recommended Pump Rate:					
Levels UOM:		ft			
Rate UOM:		GPM			
Water State After Test Code:		1			

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Water State After Test: Pumping Test Method: Pumping Duration HR: Pumping Duration MIN: Flowing:		CLEAR 2 No			
<u>Water Details</u>					
Water ID: Layer: Kind Code: Kind: Water Found Depth: Water Found Depth UOM:		933948318 1 1 FRESH 24 ft			
15	1 of 1	NNW/202.1	175.4 / 0.03	The Corporation of the City of Port Colborne George Street Port Colborne ON L3K 3C8	ECA
Approval No: Approval Date: Status: Record Type: Link Source: SWP Area Name: Approval Type: Project Type: Address: Full Address: Full PDF Link:		8709-5RVNY4 2003-09-30 Approved ECA IDS Niagara Peninsula ECA-Municipal Drinking Water Systems Municipal Drinking Water Systems George Street		MOE District: City: Longitude: Latitude: Geometry X: Geometry Y:	Niagara -79.2521 42.901
16	1 of 1	NE/202.5	175.9 / 0.53	ON	BORE
Borehole ID: OGF ID: Status: Type: Use: Completion Date: Static Water Level: Primary Water Use: Sec. Water Use: Total Depth m: Depth Ref: Depth Elev: Drill Method: Orig Ground Elev m: Elev Reliabil Note: DEM Ground Elev m: Concession: Location D: Survey D: Comments:		604952 215506760 Borehole Geotechnical/Geological Investigation MAR-1964 0.5 Not Used 8.1 Ground Surface Boring 178 176		Inclin FLG: SP Status: Surv Elev: Piezometer: Primary Name: Municipality: Lot: Township: Latitude DD: Longitude DD: UTM Zone: Easting: Northing: Location Accuracy: Accuracy:	No Initial Entry No No 42.900603 -79.250074 17 642865 4751262 Not Applicable
<u>Borehole Geology Stratum</u>					
Geology Stratum ID: Top Depth: Bottom Depth: Material Color: Material 1:		218366668 1.1 2.1 Brown Fill		Mat Consistency: Material Moisture: Material Texture: Non Geo Mat Type: Geologic Formation:	Stiff

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Material 2: Material 3: Material 4: Gsc Material Description: Stratum Description:	Sand Gravel			Geologic Group: Geologic Period: Depositional Gen: fill	
		FILL,SAND,GRAVEL. BROWN,STIFF, WATER STABLE AT 585.0 FEET.			
Geology Stratum ID: Top Depth: Bottom Depth: Material Color: Material 1: Material 2: Material 3: Material 4: Gsc Material Description: Stratum Description:	218366670 7.2 7.2 Concrete			Mat Consistency: Material Moisture: Material Texture: Non Geo Mat Type: Geologic Formation: Geologic Group: Geologic Period: Depositional Gen:	
		CONCRETE.			
Geology Stratum ID: Top Depth: Bottom Depth: Material Color: Material 1: Material 2: Material 3: Material 4: Gsc Material Description: Stratum Description:	218366671 7.2 8.1 Grey Bedrock Limestone			Mat Consistency: Material Moisture: Material Texture: Non Geo Mat Type: Geologic Formation: Geologic Group: Geologic Period: Depositional Gen:	
		BEDROCK,LIMESTONE, CHERT. GREY,BROKEN. 00000017000350120006804100236041 **Note: Many records provided by the department have a truncated [Stratum Description] field.			
Geology Stratum ID: Top Depth: Bottom Depth: Material Color: Material 1: Material 2: Material 3: Material 4: Gsc Material Description: Stratum Description:	218366667 0 1.1 Brown Fill Sand Gravel			Mat Consistency: Material Moisture: Material Texture: Non Geo Mat Type: Geologic Formation: Geologic Group: Geologic Period: Depositional Gen: fill	
		FILL,SAND,GRAVEL. BROWN,ANGULAR.			
Geology Stratum ID: Top Depth: Bottom Depth: Material Color: Material 1: Material 2: Material 3: Material 4: Gsc Material Description: Stratum Description:	218366669 2.1 7.2 Grey Bedrock Limestone			Mat Consistency: Material Moisture: Material Texture: Non Geo Mat Type: Geologic Formation: Geologic Group: Geologic Period: Depositional Gen:	
		BEDROCK,LIMESTONE, CHERT. GREY,BROKEN.			
Source					
Source Type: Source Orig: Source Date: Confidence: Observatio: Source Name: Source Details: Confiden 1:	Data Survey Geological Survey of Canada 1956-1972 H Urban Geology Automated Information System (UGAIS) File: NIAGARA.txt RecordID: 036220 NTS_Sheet: 30L14F Logged by professional. Exact and complete description of material and properties.			Source Appl: Source Iden: Scale or Res: Horizontal: Verticalda:	Spatial/Tabular 1 Varies NAD27 Mean Average Sea Level

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Source Identifier: 1 Source Type: Data Survey Source Date: 1956-1972 Scale or Resolution: Varies Source Name: Urban Geology Automated Information System (UGAIS) Source Originators: Geological Survey of Canada					
Horizontal Datum: NAD27 Vertical Datum: Mean Average Sea Level Projection Name: Universal Transverse Mercator					
17	1 of 1	ENE/203.4	176.8 / 1.43	142 Main Street West, Port Colborne ON	PINC
Incident ID: 2748532 Incident No: 591962 Incident Reported Dt: Type: FS-Pipeline Incident Status Code: Pipeline Damage Reason Est Customer Acct Name: Incident Address: Tank Status: RC Established Task No: 3345604 Spills Action Centre: Fuel Type: Natural Gas Fuel Occurrence Tp: Pipeline Strike Date of Occurrence: 12/25/2010 0:00 Occurrence Start Dt: 2011/05/11 Operation Type: Construction Site (excluding pipeline strike) Pipeline Type: Main Distribution Pipeline Regulator Type: Summary: 142 Main Street West, Port Colborne - 1 ¼" Pipeline Hit Reported By: Joe Adams - TSSA Affiliation: Safety Authorities (MOL, ESA, Insurers, etc.) Occurrence Desc: steel main had protective cover scraped off Damage Reason: Excavation practices not sufficient Notes: yellow jacket scraped off for 40 feet.					
Fuel Category: Natural Gas Health Impact: No Environment Impact: No Property Damage: No Service Interrupt: No Enforce Policy: Yes Public Relation: No Pipeline System: Transmission pipeline Depth: 24 Pipe Material: Steel PSIG: 40 Attribute Category: FS-Perform P-line Inc Invest Regulator Location: Method Details: E-mail					
18	1 of 1	SSW/206.9	175.9 / 0.45	ON	BORE
Borehole ID: 604937 OGF ID: 215506745 Status: Type: Borehole Use: Geotechnical/Geological Investigation Completion Date: MAR-1964 Static Water Level: 0.4 Primary Water Use: Not Used Sec. Water Use: Total Depth m: 1.3 Depth Ref: Ground Surface Depth Elev: Drill Method: Boring Orig Ground Elev m: 177 Elev Reliabil Note: DEM Ground Elev m: 177 Concession: Location D: Survey D: Comments:					
Inclin FLG: No SP Status: Initial Entry Surv Elev: No Piezometer: No Primary Name: Municipality: Lot: Township: Latitude DD: 42.897394 Longitude DD: -79.252247 UTM Zone: 17 Easting: 642695 Northing: 4750902 Location Accuracy: Accuracy: Not Applicable					
Borehole Geology Stratum					
Geology Stratum ID: 218366608 Top Depth: .9 Mat Consistency: Soft Material Moisture:					

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
<hr/>					
Bottom Depth:	1.3			Material Texture:	
Material Color:	Brown			Non Geo Mat Type:	
Material 1:	Clay			Geologic Formation:	
Material 2:	Silt			Geologic Group:	
Material 3:	Gravel			Geologic Period:	
Material 4:				Depositional Gen:	
Gsc Material Description:					
Stratum Description:	CLAY,SILT,GRAVEL. BROWN,VERY SOFT. 0001501600030039 **Note: Many records provided by the department have a truncated [Stratum Description] field.				
Geology Stratum ID:	218366607			Mat Consistency:	Stiff
Top Depth:	.5			Material Moisture:	
Bottom Depth:	.9			Material Texture:	
Material Color:	Brown			Non Geo Mat Type:	
Material 1:	Clay			Geologic Formation:	
Material 2:	Silt			Geologic Group:	
Material 3:				Geologic Period:	
Material 4:				Depositional Gen:	
Gsc Material Description:					
Stratum Description:	CLAY,SILT. BROWN,STIFF, WATER STABLE AT 582.1 FEET.				
Geology Stratum ID:	218366606			Mat Consistency:	
Top Depth:	0			Material Moisture:	
Bottom Depth:	.5			Material Texture:	
Material Color:	Brown			Non Geo Mat Type:	
Material 1:	Clay			Geologic Formation:	
Material 2:	Silt			Geologic Group:	
Material 3:				Geologic Period:	
Material 4:				Depositional Gen:	
Gsc Material Description:					
Stratum Description:	CLAY,SILT. BROWN.				
 <u>Source</u>					
Source Type:	Data Survey			Source Appl:	Spatial/Tabular
Source Orig:	Geological Survey of Canada			Source Ident:	1
Source Date:	1956-1972			Scale or Res:	Varies
Confidence:	H			Horizontal:	NAD27
Observatio:				Verticalda:	Mean Average Sea Level
Source Name:	Urban Geology Automated Information System (UGAIS)				
Source Details:	File: NIAGARA.txt RecordID: 036070 NTS_Sheet: 30L14F				
Confiden 1:	Logged by professional. Exact and complete description of material and properties.				
 <u>Source List</u>					
Source Identifier:	1			Horizontal Datum:	NAD27
Source Type:	Data Survey			Vertical Datum:	Mean Average Sea Level
Source Date:	1956-1972			Projection Name:	Universal Transverse Mercator
Scale or Resolution:	Varies				
Source Name:	Urban Geology Automated Information System (UGAIS)				
Source Originators:	Geological Survey of Canada				
<hr/>					
19	1 of 1	NNW/207.3	175.5 / 0.04	ON	BORE
Borehole ID:	604951			Inclin FLG:	No
OGF ID:	215506759			SP Status:	Initial Entry
Status:				Surv Elev:	No
Type:	Borehole			Piezometer:	No
Use:	Geotechnical/Geological Investigation			Primary Name:	
Completion Date:	FEB-1967			Municipality:	
Static Water Level:	0.2			Lot:	
Primary Water Use:	Not Used			Township:	

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Sec. Water Use:				Latitude DD:	42.900998
Total Depth m:	7.5			Longitude DD:	-79.25239
Depth Ref:	Ground Surface			UTM Zone:	17
Depth Elev:				Easting:	642675
Drill Method:	Boring			Northing:	4751302
Orig Ground Elev m:	176			Location Accuracy:	
Elev Reliabil Note:				Accuracy:	Not Applicable
DEM Ground Elev m:	177				
Concession:					
Location D:					
Survey D:					
Comments:					
<u>Borehole Geology Stratum</u>					
Geology Stratum ID:	218366663			Mat Consistency:	Soft
Top Depth:	2.1			Material Moisture:	
Bottom Depth:	3			Material Texture:	
Material Color:	Brown			Non Geo Mat Type:	
Material 1:	Clay			Geologic Formation:	
Material 2:	Silt			Geologic Group:	
Material 3:				Geologic Period:	
Material 4:				Depositional Gen:	
Gsc Material Description:					
Stratum Description:	CLAY,SILT. BROWN,VERY SOFT,LAMINATED, WATER STABLE AT 578.1 FEET.				
Geology Stratum ID:	218366664			Mat Consistency:	Soft
Top Depth:	3			Material Moisture:	
Bottom Depth:	4.3			Material Texture:	
Material Color:	Brown			Non Geo Mat Type:	
Material 1:	Clay			Geologic Formation:	
Material 2:	Silt			Geologic Group:	
Material 3:				Geologic Period:	
Material 4:				Depositional Gen:	
Gsc Material Description:					
Stratum Description:	CLAY,SILT. BROWN,SOFT.				
Geology Stratum ID:	218366665			Mat Consistency:	Soft
Top Depth:	4.3			Material Moisture:	
Bottom Depth:	6			Material Texture:	
Material Color:	Brown			Non Geo Mat Type:	
Material 1:	Clay			Geologic Formation:	
Material 2:	Silt			Geologic Group:	
Material 3:	Sand			Geologic Period:	
Material 4:	Gravel			Depositional Gen:	
Gsc Material Description:					
Stratum Description:	CLAY,SILT,SAND, GRAVEL. BROWN,VERY SOFT.				
Geology Stratum ID:	218366662			Mat Consistency:	Soft
Top Depth:	0			Material Moisture:	
Bottom Depth:	2.1			Material Texture:	
Material Color:	Brown			Non Geo Mat Type:	
Material 1:	Clay			Geologic Formation:	
Material 2:	Silt			Geologic Group:	
Material 3:	Gravel			Geologic Period:	
Material 4:				Depositional Gen:	
Gsc Material Description:					
Stratum Description:	CLAY,SILT,GRAVEL. BROWN,VERY SOFT.				
Geology Stratum ID:	218366666			Mat Consistency:	Hard
Top Depth:	6			Material Moisture:	
Bottom Depth:	7.5			Material Texture:	
Material Color:	Brown			Non Geo Mat Type:	
Material 1:	Till			Geologic Formation:	
Material 2:	Clay			Geologic Group:	

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Material 3: Material 4: Gsc Material Description: Stratum Description:	Sand Gravel			Geologic Period: Depositional Gen:	
TILL,CLAY,SAND, GRAVEL. BROWN,HARD. 024 035 046 013 00000 **Note: Many records provided by the department have a truncated [Stratum Description] field.					
Source					
Source Type: Source Orig: Source Date: Confidence: Observatio: Source Name: Source Details: Confiden 1:	Data Survey Geological Survey of Canada 1956-1972 H Urban Geology Automated Information System (UGAIS) File: NIAGARA.txt RecordID: 036210 NTS_Sheet: 30L14F Logged by professional. Exact and complete description of material and properties.			Source Appl: Source Iden: Scale or Res: Horizontal: Verticalda:	Spatial/Tabular 1 Varies NAD27 Mean Average Sea Level
Source List					
Source Identifier: Source Type: Source Date: Scale or Resolution: Source Name: Source Originators:	1 Data Survey 1956-1972 Varies Urban Geology Automated Information System (UGAIS) Geological Survey of Canada			Horizontal Datum: Vertical Datum: Projection Name:	NAD27 Mean Average Sea Level Universal Transverse Mercator
20	1 of 2	NNW/221.6	176.4 / 0.99	The Regional Municipality of Niagara 17 Omer Ave Port Colborne ON	CA
Certificate #: Application Year: Issue Date: Approval Type: Status: Application Type: Client Name: Client Address: Client City: Client Postal Code: Project Description: Contaminants: Emission Control:	2513-7YLNWU 2009 12/16/2009 Air Approved 				
20	2 of 2	NNW/221.6	176.4 / 0.99	The Regional Municipality of Niagara 17 Omer Ave Port Colborne ON	ECA
Approval No: Approval Date: Status: Record Type: Link Source: SWP Area Name: Approval Type: Project Type: Address: Full Address: Full PDF Link:	2513-7YLNWU 2009-12-16 Approved ECA IDS Niagara Peninsula ECA-AIR AIR 17 Omer Ave https://www.accessenvironment.ene.gov.on.ca/instruments/3371-7XMKUG-14.pdf			MOE District: City: Longitude: Latitude: Geometry X: Geometry Y:	Niagara -79.2626 42.9009

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
21	1 of 12	S/225.9	175.8 / 0.39	TRIANGLE PLASTICS LTD 6 GEORGE ST PORT COLBORNE ON L3K 3S1	SCT
Established:		1960			
Plant Size (ft²):		4500			
Employment:		2			
--Details--					
Description:		PLASTICS PRODUCTS, NOT ELSEWHERE CLASSIFIED			
SIC/NAICS Code:		3089			
21	2 of 12	S/225.9	175.8 / 0.39	TRIANGLE PLASTICS LTD. 6 George St Port Colborne ON L3K 3S1	SCT
Established:		1960			
Plant Size (ft²):		4500			
Employment:		2			
--Details--					
Description:		All Other Plastic Product Manufacturing			
SIC/NAICS Code:		326198			
21	3 of 12	S/225.9	175.8 / 0.39	6 George Street Port Colborne ON L3K 3S1	EHS
Order No:		20050615017		Nearest Intersection:	King & George
Status:		C		Municipality:	Region Niagara
Report Type:				Client Prov/State:	ON
Report Date:		6/21/2005		Search Radius (km):	0.25
Date Received:		6/15/2005		X:	-79.252034
Previous Site Name:				Y:	42.897255
Lot/Building Size:					
Additional Info Ordered:		Title Search			
21	4 of 12	S/225.9	175.8 / 0.39	Heritage Sign Builders 6 George St Port Colborne ON L3K 3S1	SCT
Established:		1998			
Plant Size (ft²):					
Employment:					
--Details--					
Description:		Sign Manufacturing			
SIC/NAICS Code:		339950			
21	5 of 12	S/225.9	175.8 / 0.39	Heritage Sign and Manufacturing 6 George Street Port Colborne Regional Municipality of Niagara L3K 3S1 CITY OF PORT COLBORNE ON	EBR
EBR Registry No:		011-7697		Decision Posted:	
Ministry Ref No:		3178-92FPH6		Exception Posted:	

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Notice Type: Instrument Decision Notice Stage: Notice Date: November 03, 2016 Proposal Date: November 30, 2012 Year: 2012 Instrument Type: (EPA Part II.1-air) - Environmental Compliance Approval (project type: air) Off Instrument Name: Posted By: Company Name: Heritage Sign and Manufacturing Site Address: Location Other: Proponent Name: Proponent Address: 6 George Street, Port Colborne Ontario, Canada L3K 3S1 Comment Period: URL: Site Location Details: 6 George Street Port Colborne Regional Municipality of Niagara L3K 3S1 CITY OF PORT COLBORNE					
21	6 of 12	S/225.9	175.8 / 0.39	Heritage sign and manufacturing 6 A George st port colborne ON	GEN
Generator No: ON7304895 Status: Approval Years: 2012 Contam. Facility: MHSW Facility: SIC Code: 326140 SIC Description: Polystyrene Foam Product Manufacturing PO Box No: Country: Choice of Contact: Co Admin: Phone No Admin:					
21	7 of 12	S/225.9	175.8 / 0.39	Heritage sign and manufacturing 6 A George st port colborne ON	GEN
Generator No: ON7304895 Status: Approval Years: 2013 Contam. Facility: MHSW Facility: SIC Code: 326140 SIC Description: POLYSTYRENE FOAM PRODUCT MANUFACTURING PO Box No: Country: Choice of Contact: Co Admin: Phone No Admin:					
<u>Detail(s)</u>					
Waste Class: 232 Waste Class Desc: POLYMERIC RESINS					
21	8 of 12	S/225.9	175.8 / 0.39	Heritage Sign and Manufacturing 6 George St Port Colborne ON L3K 3S1	ECA
Approval No: 9550-A8WMLY Approval Date: 2016-10-28 Status: Approved Record Type: ECA Link Source: IDS SWP Area Name: Niagara Peninsula Approval Type: ECA-AIR Project Type: AIR MOE District: Niagara City: Longitude: -79.2519 Latitude: 42.89718 Geometry X: Geometry Y:					

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Address:		6 George St			
Full Address:					
Full PDF Link:		https://www.accessenvironment.ene.gov.on.ca/instruments/3178-92FPH6-14.pdf			
21	9 of 12	S/225.9	175.8 / 0.39	Heritage sign and manufacturing 6 A George st port colborne ON L3K 3S1	GEN
Generator No:		ON7304895		PO Box No:	
Status:				Country: Canada	
Approval Years:		2016		Choice of Contact: CO_OFFICIAL	
Contam. Facility:		No		Co Admin:	
MHSW Facility:		No		Phone No Admin:	
SIC Code:		326140			
SIC Description:		POLYSTYRENE FOAM PRODUCT MANUFACTURING			
<u>Detail(s)</u>					
Waste Class:		232			
Waste Class Desc:		POLYMERIC RESINS			
21	10 of 12	S/225.9	175.8 / 0.39	Heritage sign and manufacturing 6 A George st port colborne ON L3K 3S1	GEN
Generator No:		ON7304895		PO Box No:	
Status:				Country: Canada	
Approval Years:		2015		Choice of Contact: CO_OFFICIAL	
Contam. Facility:		No		Co Admin:	
MHSW Facility:		No		Phone No Admin:	
SIC Code:		326140			
SIC Description:		POLYSTYRENE FOAM PRODUCT MANUFACTURING			
<u>Detail(s)</u>					
Waste Class:		232			
Waste Class Desc:		POLYMERIC RESINS			
21	11 of 12	S/225.9	175.8 / 0.39	Heritage sign and manufacturing 6 A George st port colborne ON L3K 3S1	GEN
Generator No:		ON7304895		PO Box No:	
Status:				Country: Canada	
Approval Years:		2014		Choice of Contact: CO_OFFICIAL	
Contam. Facility:		No		Co Admin:	
MHSW Facility:		No		Phone No Admin:	
SIC Code:		326140			
SIC Description:		POLYSTYRENE FOAM PRODUCT MANUFACTURING			
<u>Detail(s)</u>					
Waste Class:		232			
Waste Class Desc:		POLYMERIC RESINS			
21	12 of 12	S/225.9	175.8 / 0.39	Heritage sign and manufacturing 6 George Street Port Colborne ON L3K 3S1	GEN

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Generator No: ON7304895 Status: Registered Approval Years: As of Jun 2018 Contam. Facility: MHSW Facility: SIC Code: SIC Description:					
PO Box No: Country: Canada Choice of Contact: Co Admin: Phone No Admin:					
<u>Detail(s)</u>					
Waste Class: 232 H Waste Class Desc: Polymeric resins					
22	1 of 11	E/229.9	175.8 / 0.36	Taliscor Plastics Inc. 130 Mellanby Ave Port Colborne ON L3K 2L5	SCT
Established: 1999 Plant Size (ft²): Employment: 7					
<u>--Details--</u>					
Description: Unsupported Plastic Profile Shape Manufacturing SIC/NAICS Code: 326121					
22	2 of 11	E/229.9	175.8 / 0.36	MARSH ENGINEERING LTD. 130 MELLANBY AVE. C/O 118 WEST ST. PORT COLBORNE ON L3K 2L5	GEN
Generator No: ON0119201 Status: Approval Years: 86,87 Contam. Facility: MHSW Facility: SIC Code: 3081 SIC Description: MACHINE SHOP IND.					
PO Box No: Country: Choice of Contact: Co Admin: Phone No Admin:					
<u>Detail(s)</u>					
Waste Class: 252 Waste Class Desc: WASTE OILS & LUBRICANTS					
22	3 of 11	E/229.9	175.8 / 0.36	MARSH ENGINEERING LTD. 130 MELLANBY AVE. C/O 118 WEST ST. PORT COLBORNE ON L3K 5V7	GEN
Generator No: ON0119201 Status: Approval Years: 88,89,90 Contam. Facility: MHSW Facility: SIC Code: 3081 SIC Description: MACHINE SHOP IND.					
PO Box No: Country: Choice of Contact: Co Admin: Phone No Admin:					
<u>Detail(s)</u>					
Waste Class: 213 Waste Class Desc: PETROLEUM DISTILLATES					

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Waste Class:		252			
Waste Class Desc:		WASTE OILS & LUBRICANTS			
Waste Class:		253			
Waste Class Desc:		EMULSIFIED OILS			
22	4 of 11	E/229.9	175.8 / 0.36	MARSH ENGINEERING LTD. 130 MELLEBY AVENUE PORT COLBORNE ON L3K 5V7	GEN
Generator No:		ON0119201		PO Box No:	
Status:				Country:	
Approval Years:		92,93,97,98,99,00,01		Choice of Contact:	
Contam. Facility:				Co Admin:	
MHSW Facility:				Phone No Admin:	
SIC Code:		3081			
SIC Description:		MACHINE SHOP IND.			
<u>Detail(s)</u>					
Waste Class:		213			
Waste Class Desc:		PETROLEUM DISTILLATES			
Waste Class:		252			
Waste Class Desc:		WASTE OILS & LUBRICANTS			
Waste Class:		253			
Waste Class Desc:		EMULSIFIED OILS			
22	5 of 11	E/229.9	175.8 / 0.36	MARSH ENGINEERING LTD. 25-263 130 MELLEBY AVE. C/O 118 WEST ST. PORT COLBORNE ON L3K 5V7	GEN
Generator No:		ON0119201		PO Box No:	
Status:				Country:	
Approval Years:		94,95,96		Choice of Contact:	
Contam. Facility:				Co Admin:	
MHSW Facility:				Phone No Admin:	
SIC Code:		3081			
SIC Description:		MACHINE SHOP IND.			
<u>Detail(s)</u>					
Waste Class:		253			
Waste Class Desc:		EMULSIFIED OILS			
Waste Class:		213			
Waste Class Desc:		PETROLEUM DISTILLATES			
Waste Class:		252			
Waste Class Desc:		WASTE OILS & LUBRICANTS			
22	6 of 11	E/229.9	175.8 / 0.36	SMT Services 130 Melleby Avenue Port Colborne ON L3K 2L5	GEN
Generator No:		ON3924000		PO Box No:	
Status:				Country:	
Approval Years:		05,06,07,08		Choice of Contact:	
Contam. Facility:				Co Admin:	
MHSW Facility:				Phone No Admin:	
SIC Code:		483115			

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
SIC Description:		Deep Sea Coastal and Great Lakes Water Transportation (except by Ferries)			
Detail(s)					
Waste Class:	112				
Waste Class Desc:	ACID WASTE - HEAVY METALS				
Waste Class:	145				
Waste Class Desc:	PAINT/PIGMENT/COATING RESIDUES				
Waste Class:	212				
Waste Class Desc:	ALIPHATIC SOLVENTS				
Waste Class:	213				
Waste Class Desc:	PETROLEUM DISTILLATES				
Waste Class:	252				
Waste Class Desc:	WASTE OILS & LUBRICANTS				
Waste Class:	263				
Waste Class Desc:	ORGANIC LABORATORY CHEMICALS				
22	7 of 11	E/229.9	175.8 / 0.36	SMT Services 130 Mellanby Avenue Port Colborne ON L3K 2L5	GEN
Generator No:	ON3924000			PO Box No:	
Status:				Country:	
Approval Years:	2009			Choice of Contact:	
Contam. Facility:				Co Admin:	
MHSW Facility:				Phone No Admin:	
SIC Code:	483115				
SIC Description:	Deep Sea Coastal and Great Lakes Water Transportation (except by Ferries)				
Detail(s)					
Waste Class:	112				
Waste Class Desc:	ACID WASTE - HEAVY METALS				
Waste Class:	145				
Waste Class Desc:	PAINT/PIGMENT/COATING RESIDUES				
Waste Class:	212				
Waste Class Desc:	ALIPHATIC SOLVENTS				
Waste Class:	213				
Waste Class Desc:	PETROLEUM DISTILLATES				
Waste Class:	252				
Waste Class Desc:	WASTE OILS & LUBRICANTS				
Waste Class:	263				
Waste Class Desc:	ORGANIC LABORATORY CHEMICALS				
22	8 of 11	E/229.9	175.8 / 0.36	SMT Services 130 Mellanby Avenue Port Colborne ON L3K 2L5	GEN
Generator No:	ON3924000			PO Box No:	
Status:				Country:	
Approval Years:	2010			Choice of Contact:	
Contam. Facility:				Co Admin:	
MHSW Facility:				Phone No Admin:	

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
<hr/>					
SIC Code:	483115				
SIC Description:	Deep Sea Coastal and Great Lakes Water Transportation (except by Ferries)				
 <u>Detail(s)</u>					
Waste Class:	252				
Waste Class Desc:	WASTE OILS & LUBRICANTS				
Waste Class:	213				
Waste Class Desc:	PETROLEUM DISTILLATES				
Waste Class:	263				
Waste Class Desc:	ORGANIC LABORATORY CHEMICALS				
Waste Class:	212				
Waste Class Desc:	ALIPHATIC SOLVENTS				
Waste Class:	112				
Waste Class Desc:	ACID WASTE - HEAVY METALS				
Waste Class:	145				
Waste Class Desc:	PAINT/PIGMENT/COATING RESIDUES				
<hr/>					
22	9 of 11	E/229.9	175.8 / 0.36	SMT Services 130 Mellanby Avenue Port Colborne ON L3K 2L5	GEN
Generator No:	ON3924000	PO Box No:			
Status:		Country:			
Approval Years:	2011	Choice of Contact:			
Contam. Facility:		Co Admin:			
MHSW Facility:		Phone No Admin:			
SIC Code:	483115				
SIC Description:	Deep Sea Coastal and Great Lakes Water Transportation (except by Ferries)				
 <u>Detail(s)</u>					
Waste Class:	252				
Waste Class Desc:	WASTE OILS & LUBRICANTS				
Waste Class:	263				
Waste Class Desc:	ORGANIC LABORATORY CHEMICALS				
Waste Class:	145				
Waste Class Desc:	PAINT/PIGMENT/COATING RESIDUES				
Waste Class:	213				
Waste Class Desc:	PETROLEUM DISTILLATES				
Waste Class:	112				
Waste Class Desc:	ACID WASTE - HEAVY METALS				
Waste Class:	212				
Waste Class Desc:	ALIPHATIC SOLVENTS				
<hr/>					
22	10 of 11	E/229.9	175.8 / 0.36	Algoma Central Corporation 130 Mellanby Avenue Port Colborne ON L3K-2L5	GEN
Generator No:	ON8980196	PO Box No:			
Status:	Registered	Country: Canada			
Approval Years:	As of Dec 2018	Choice of Contact:			
Contam. Facility:		Co Admin:			

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
MHSW Facility:		Phone No Admin:			
SIC Code:					
SIC Description:					
Detail(s)					
Waste Class:		145 H			
Waste Class Desc:		Wastes from the use of pigments, coatings and paints			
Waste Class:		145 L			
Waste Class Desc:		Wastes from the use of pigments, coatings and paints			
Waste Class:		148 C			
Waste Class Desc:		Misc. wastes and inorganic chemicals			
Waste Class:		148 L			
Waste Class Desc:		Misc. wastes and inorganic chemicals			
Waste Class:		211 C			
Waste Class Desc:		Aromatic solvents and residues			
Waste Class:		212 L			
Waste Class Desc:		Aliphatic solvents and residues			
Waste Class:		213 I			
Waste Class Desc:		Petroleum distillates			
Waste Class:		213 L			
Waste Class Desc:		Petroleum distillates			
Waste Class:		251 L			
Waste Class Desc:		Waste oils/sludges (petroleum based)			
Waste Class:		263 I			
Waste Class Desc:		Misc. waste organic chemicals			
Waste Class:		263 L			
Waste Class Desc:		Misc. waste organic chemicals			
Waste Class:		331 I			
Waste Class Desc:		Waste compressed gases including cylinders			
22	11 of 11	E/229.9	175.8 / 0.36	Algoma Central Corporation 130 Mellanby Avenue Port Colborne ON L3K-2L5	GEN
Generator No:	ON8980196	PO Box No:			
Status:	Registered	Country:	Canada		
Approval Years:	As of Jul 2020	Choice of Contact:			
Contam. Facility:		Co Admin:			
MHSW Facility:		Phone No Admin:			
SIC Code:					
SIC Description:					
Detail(s)					
Waste Class:		145 H			
Waste Class Desc:		Wastes from the use of pigments, coatings and paints			
Waste Class:		213 L			
Waste Class Desc:		Petroleum distillates			
Waste Class:		211 C			

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Waste Class Desc:		Aromatic solvents and residues			
Waste Class:		148 L			
Waste Class Desc:		Misc. wastes and inorganic chemicals			
Waste Class:		251 L			
Waste Class Desc:		Waste oils/sludges (petroleum based)			
Waste Class:		145 L			
Waste Class Desc:		Wastes from the use of pigments, coatings and paints			
Waste Class:		263 L			
Waste Class Desc:		Misc. waste organic chemicals			
Waste Class:		221 I			
Waste Class Desc:		Light fuels			
Waste Class:		212 L			
Waste Class Desc:		Aliphatic solvents and residues			
Waste Class:		213 I			
Waste Class Desc:		Petroleum distillates			
Waste Class:		263 I			
Waste Class Desc:		Misc. waste organic chemicals			
Waste Class:		331 I			
Waste Class Desc:		Waste compressed gases including cylinders			
Waste Class:		211 I			
Waste Class Desc:		Aromatic solvents and residues			
Waste Class:		148 C			
Waste Class Desc:		Misc. wastes and inorganic chemicals			
23	1 of 13	W/239.9	178.8 / 3.44	673920 ONTARIO LTD 297 MAIN ST W PORT COLBORNE ON L3K3V7	PRT
Location ID:		11940			
Type:		retail			
Expiry Date:		1994-10-31			
Capacity (L):		2000			
Licence #:		0033747001			
23	2 of 13	W/239.9	178.8 / 3.44	673920 ONTARIO LTD 297 MAIN ST W PORT COLBORNE ON L3K3V7	PRT
Location ID:		11940			
Type:		retail			
Expiry Date:		1995-10-31			
Capacity (L):		26500			
Licence #:		0052854001			
23	3 of 13	W/239.9	178.8 / 3.44	TARGET GAS BAR & CONVENIENCE STORE 297 MAIN ST W PORT COLBORNE ON L3K3V7	RST
Headcode:		1186800			
Headcode Desc:		Service Stations-Gasoline, Oil & Natural Gas			

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Phone:		9058351196			
List Name:					
Description:					
23	4 of 13	W/239.9	178.8 / 3.44	297 Main St Port Colborne ON	SPL
Ref No:		5315-86KQQV		Discharger Report:	
Site No:				Material Group:	
Incident Dt:				Health/Env Conseq:	
Year:				Client Type:	
Incident Cause:				Sector Type:	Other
Incident Event:				Agency Involved:	
Contaminant Code:		36		Nearest Watercourse:	
Contaminant Name:		PROPANE VAPOUR		Site Address:	
Contaminant Limit 1:				Site District Office:	
Contam Limit Freq 1:				Site Postal Code:	
Contaminant UN No 1:				Site Region:	
Environment Impact:		Not Anticipated		Site Municipality:	
Nature of Impact:		Air Pollution		Site Lot:	
Receiving Medium:				Site Conc:	
Receiving Env:				Northing:	
MOE Response:		Not MOE mandate		Easting:	
Dt MOE Arvl on Scn:				Site Geo Ref Accu:	
MOE Reported Dt:		6/19/2010		Site Map Datum:	
Dt Document Closed:				SAC Action Class:	Air Spills - Gases and Vapours
Incident Reason:				Source Type:	
Site Name:		Target Service Centre (Esso)<UNOFFICIAL>			
Site County/District:					
Site Geo Ref Meth:					
Incident Summary:		Esso Port Colborne: Propane Leak, safe			
Contaminant Qty:					
23	5 of 13	W/239.9	178.8 / 3.44	673920 ONTARIO LTD 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	FST
Instance No:		64470632		Manufacturer:	
Status:		Active		Serial No:	
Cont Name:				Ulc Standard:	
Instance Type:		FS Liquid Fuel Tank		Quantity:	
Item:		FS LIQUID FUEL TANK		Unit of Measure:	
Item Description:		FS Liquid Fuel Tank		Fuel Type:	
Tank Type:		Single Wall UST		Fuel Type2:	
Install Date:		8/27/2009 10:49:33 AM		Fuel Type3:	
Install Year:		1993		Piping Steel:	
Years in Service:		1.6		Piping Galvanized:	
Model:		NULL		Tanks Single Wall St:	
Description:				Piping Underground:	
Capacity:		22700		Num Underground:	
Tank Material:		Fiberglass (FRP)		Panam Related:	
Corrosion Protect:		Fiberglass		Panam Venue:	
Overfill Protect:					
Facility Type:		FS Liquid Fuel Tank			
Parent Facility Type:		FS Gasoline Station - Full Serve			
Facility Location:		297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA			
Device Installed Location:		297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA			

Fuel Storage Tank Details

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Owner Account Name: 673920 ONTARIO LTD					
Liquid Fuel Tank Details					
Overfill Protection: NULL					
Owner Account Name: 673920 ONTARIO LTD					
23	6 of 13	W/239.9	178.8 / 3.44	673920 ONTARIO LTD 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	FST
Instance No: 64470633				Manufacturer: NULL	
Status: Active				Serial No: NULL	
Cont Name:				Ulc Standard: NULL	
Instance Type: FS Liquid Fuel Tank				Quantity: 1	
Item: FS LIQUID FUEL TANK				Unit of Measure: EA	
Item Description: FS Liquid Fuel Tank				Fuel Type: Gasoline	
Tank Type: Single Wall UST				Fuel Type2: NULL	
Install Date: 8/27/2009 10:49:33 AM				Fuel Type3: NULL	
Install Year: 1993				Piping Steel:	
Years in Service: 1.6				Piping Galvanized:	
Model: NULL				Tanks Single Wall St:	
Description:				Piping Underground:	
Capacity: 45400				Num Underground:	
Tank Material: Fiberglass (FRP)				Panam Related: NULL	
Corrosion Protect: Fiberglass				Panam Venue: NULL	
Overfill Protect:					
Facility Type: FS Liquid Fuel Tank					
Parent Facility Type: FS Gasoline Station - Full Serve					
Facility Location: 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA					
Device Installed Location: 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA					
Fuel Storage Tank Details					
Owner Account Name: 673920 ONTARIO LTD					
Liquid Fuel Tank Details					
Overfill Protection: NULL					
Owner Account Name: 673920 ONTARIO LTD					
23	7 of 13	W/239.9	178.8 / 3.44	673920 ONTARIO LTD 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	FST
Instance No: 64470627				Manufacturer: NULL	
Status: Active				Serial No: NULL	
Cont Name:				Ulc Standard: NULL	
Instance Type: FS Liquid Fuel Tank				Quantity: 1	
Item: FS LIQUID FUEL TANK				Unit of Measure: EA	
Item Description: FS Liquid Fuel Tank				Fuel Type: Diesel	
Tank Type: Single Wall UST				Fuel Type2: NULL	
Install Date: 8/27/2009 10:49:33 AM				Fuel Type3: NULL	
Install Year: 1993				Piping Steel:	
Years in Service: 1.6				Piping Galvanized:	
Model: NULL				Tanks Single Wall St:	
Description:				Piping Underground:	

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Capacity: 22700 Tank Material: Fiberglass (FRP) Corrosion Protect: Fiberglass Overfill Protect: Facility Type: FS Liquid Fuel Tank Parent Facility Type: FS Gasoline Station - Full Serve Facility Location: 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA Device Installed Location: 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA Num Underground: Panam Related: NULL Panam Venue: NULL					
<u>Fuel Storage Tank Details</u>					
Owner Account Name: 673920 ONTARIO LTD					
<u>Liquid Fuel Tank Details</u>					
Overfill Protection: NULL					
Owner Account Name: 673920 ONTARIO LTD					
23	8 of 13	W/239.9	178.8 / 3.44	297 Main Street , Port Colborne ON	INC
Incident No: 410604 Incident ID: Instance No: Status Code: Attribute Category: FS-Perform L1 Incident Insp Context: Date of Occurrence: 2010/06/19 00:00:00 Time of Occurrence: 15:00:00 Incident Created On: Instance Creation Dt: Instance Install Dt: Occur Insp Start Date: 2010/06/19 00:00:00 Approx Quant Rel: Tank Capacity: Fuels Occur Type: Vapour Release Fuel Type Involved: Propane Enforcement Policy: NULL Prc Escalation Req: NULL Tank Material Type: Tank Storage Type: Tank Location Type: Pump Flow Rate Cap: Task No: 2943346 Notes: Drainage System: Sub Surface Contam.: Aff Prop Use Water: Contam. Migrated: Contact Natural Env: Incident Location: 297 Main Street , Port Colborne - Vapour Release Occurrence Narrative: gasket on dispenser failed causing propane discharge. Operation Type Involved: Commercial (e.g. restaurant, business unit, etc) Item: Item Description: Device Installed Location:					
Any Health Impact: No Any Enviro Impact: No Service Interrupted: Yes Was Prop Damaged: No Reside App. Type: Commer App. Type: Indus App. Type: Institut App. Type: Venting Type: Vent Conn Mater: Vent Chimney Mater: Pipeline Type: Pipeline Involved: Pipe Material: Depth Ground Cover: Regulator Location: Regulator Type: Operation Pressure: Liquid Prop Make: Liquid Prop Model: Liquid Prop Serial No: Liquid Prop Notes: Equipment Type: Equipment Model: Serial No: Cylinder Capacity: Cylinder Cap Units: Cylinder Mat Type: Near Body of Water:					
23	9 of 13	W/239.9	178.8 / 3.44	2701179 Ontario Inc. 297 Main Street West Port Colborne ON L3K 3V7	GEN
Generator No: ON8559588					
PO Box No:					

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Status: Registered Approval Years: As of Oct 2019 Contam. Facility: MHSW Facility: SIC Code: SIC Description:					
Country: Canada Choice of Contact: Co Admin: Phone No Admin:					
<u>Detail(s)</u>					
Waste Class: 221 I Waste Class Desc: Light fuels Waste Class: 221 L Waste Class Desc: Light fuels					
23	10 of 13	W/239.9	178.8 / 3.44	2701179 ONTARIO INC 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	FST
Instance No: 64894062 Status: Cont Name: Instance Type: Item: FS LIQUID FUEL TANK Item Description: FS Liquid Fuel Tank Tank Type: Double Wall UST Install Date: 8/27/2019 10:51:09 AM Install Year: 2019 Years in Service: Model: NULL Description: Capacity: 55000 Tank Material: Fiberglass (FRP) Corrosion Protect: Overfill Protect: Facility Type: FS Liquid Fuel Tank Parent Facility Type: Facility Location: Device Installed Location: 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA					
Manufacturer: Serial No: Ulc Standard: Quantity: Unit of Measure: Fuel Type: Gasoline Fuel Type2: Diesel Fuel Type3: NULL Piping Steel: Piping Galvanized: Tanks Single Wall St: Piping Underground: Num Underground: Panam Related: Panam Venue:					
<u>Fuel Storage Tank Details</u>					
Owner Account Name: 2701179 ONTARIO INC					
23	11 of 13	W/239.9	178.8 / 3.44	297 MAIN ST W PORT COLBORNE ON L3K 3V7	FST
Instance No: 64894060 Status: Registered Cont Name: Instance Type: Item: FS GASOLINE STATION - SELF SERVE Item Description: Tank Type: Install Date: Install Year: Years in Service: Model: Description: Capacity: Tank Material: Corrosion Protect:					
Manufacturer: Serial No: Ulc Standard: Quantity: Unit of Measure: Fuel Type: Fuel Type2: Fuel Type3: Piping Steel: 0 Piping Galvanized: 0 Tanks Single Wall St: 0 Piping Underground: 3 Num Underground: 2 Panam Related: Panam Venue:					

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Overfill Protect: Facility Type: Parent Facility Type: Facility Location: Device Installed Location:					
23	12 of 13	W/239.9	178.8 / 3.44	297 MAIN ST W PORT COLBORNE ON L3K 3V7	FST
Instance No: 9745626 Status: Active Cont Name: Instance Type: Item: FS GASOLINE STATION - FULL SERVE Item Description: Tank Type: Install Date: Install Year: Years in Service: Model: Description: Capacity: Tank Material: Corrosion Protect: Overfill Protect: Facility Type: Parent Facility Type: Facility Location: Device Installed Location:					
Manufacturer: Serial No: Ulc Standard: Quantity: Unit of Measure: Fuel Type: Fuel Type2: Fuel Type3: Piping Steel: 0 Piping Galvanized: 0 Tanks Single Wall St: 0 Piping Underground: 3 Num Underground: 3 Panam Related: Panam Venue:					
23	13 of 13	W/239.9	178.8 / 3.44	2701179 ONTARIO INC 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA ON	FST
Instance No: 64894063 Status: Cont Name: Instance Type: Item: FS LIQUID FUEL TANK Item Description: FS Liquid Fuel Tank Tank Type: Double Wall UST Install Date: 8/27/2019 10:51:09 AM Install Year: 2019 Years in Service: Model: NULL Description: Capacity: 55000 Tank Material: Fiberglass (FRP) Corrosion Protect: Overfill Protect: Facility Type: FS Liquid Fuel Tank Parent Facility Type: Facility Location: Device Installed Location: 297 MAIN ST W PORT COLBORNE L3K 3V7 ON CA					
Manufacturer: Serial No: Ulc Standard: Quantity: Unit of Measure: Fuel Type: Gasoline Fuel Type2: Gasoline Fuel Type3: NULL Piping Steel: Piping Galvanized: Tanks Single Wall St: Piping Underground: Num Underground: Panam Related: Panam Venue:					
Fuel Storage Tank Details					
Owner Account Name: 2701179 ONTARIO INC					
24	1 of 3	SW/249.7	177.8 / 2.44	220 Erie St Port Colborne ON L3K 0A6	EHS

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Order No:	20200515112			Nearest Intersection:	
Status:	C			Municipality:	
Report Type:	Standard Report			Client Prov/State:	ON
Report Date:	21-MAY-20			Search Radius (km):	.25
Date Received:	15-MAY-20			X:	-79.253867
Previous Site Name:				Y:	42.8976438
Lot/Building Size:					
Additional Info Ordered:					
24	2 of 3	SW/249.7	177.8 / 2.44	220 Erie St Port Colborne ON L3K 0A6	EHS
Order No:	20200515112			Nearest Intersection:	
Status:	C			Municipality:	
Report Type:	Standard Report			Client Prov/State:	ON
Report Date:	21-MAY-20			Search Radius (km):	.25
Date Received:	15-MAY-20			X:	-79.253867
Previous Site Name:				Y:	42.8976438
Lot/Building Size:					
Additional Info Ordered:					
24	3 of 3	SW/249.7	177.8 / 2.44	220 Erie St Port Colborne ON L3K 0A6	EHS
Order No:	20200515112			Nearest Intersection:	
Status:	C			Municipality:	
Report Type:	Standard Report			Client Prov/State:	ON
Report Date:	21-MAY-20			Search Radius (km):	.25
Date Received:	15-MAY-20			X:	-79.253867
Previous Site Name:				Y:	42.8976438
Lot/Building Size:					
Additional Info Ordered:					
25	1 of 1	NE/250.0	176.7 / 1.31	PRIVATE OWNER 129 MAIN ST WEST. MOTOR VEHICLE (OPERATING FLUID) PORT COLBORNE CITY ON L3K 3V3	SPL
Ref No:	171004			Discharger Report:	
Site No:				Material Group:	
Incident Dt:	8/1/1999			Health/Env Conseq:	
Year:				Client Type:	
Incident Cause:	OTHER CONTAINER LEAK			Sector Type:	
Incident Event:				Agency Involved:	
Contaminant Code:				Nearest Watercourse:	
Contaminant Name:				Site Address:	
Contaminant Limit 1:				Site District Office:	
Contam Limit Freq 1:				Site Postal Code:	
Contaminant UN No 1:				Site Region:	
Environment Impact:	NOT ANTICIPATED			Site Municipality:	18102
Nature of Impact:				Site Lot:	
Receiving Medium:	LAND			Site Conc:	
Receiving Env:				Northing:	
MOE Response:				Easting:	FD
Dt MOE Arvl on Scn:				Site Geo Ref Accu:	
MOE Reported Dt:	8/1/1999			Site Map Datum:	
Dt Document Closed:				SAC Action Class:	
Incident Reason:	UNKNOWN			Source Type:	
Site Name:					
Site County/District:					

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Site Geo Ref Meth: Incident Summary: PRIVATE CAR-GAS TK RUPTU-RE, 135 L GASOLINE ONTO ST.,CONTAINED/CLEANED, FD Contaminant Qty:					
26	1 of 7	SE/250.0	174.9 / -0.54	Corporation of the City of Port Colborne 3 Killaly Street W Port Colborne ON L3K 6H1	GEN
Generator No: ON2868596 Status: Approval Years: 07,08 Contam. Facility: MHSW Facility: SIC Code: 913140 SIC Description: Municipal Fire-Fighting Services PO Box No: Country: Choice of Contact: Co Admin: Phone No Admin:					
<u>Detail(s)</u>					
Waste Class: 263 Waste Class Desc: ORGANIC LABORATORY CHEMICALS Waste Class: 331 Waste Class Desc: WASTE COMPRESSED GASES Waste Class: 252 Waste Class Desc: WASTE OILS & LUBRICANTS					
26	2 of 7	SE/250.0	174.9 / -0.54	Corporation of the City of Port Colborne 3 Killaly Street W Port Colborne ON L3K 6H1	GEN
Generator No: ON2868596 Status: Approval Years: 2009 Contam. Facility: MHSW Facility: SIC Code: 913140 SIC Description: Municipal Fire-Fighting Services PO Box No: Country: Choice of Contact: Co Admin: Phone No Admin:					
<u>Detail(s)</u>					
Waste Class: 252 Waste Class Desc: WASTE OILS & LUBRICANTS Waste Class: 263 Waste Class Desc: ORGANIC LABORATORY CHEMICALS Waste Class: 331 Waste Class Desc: WASTE COMPRESSED GASES					
26	3 of 7	SE/250.0	174.9 / -0.54	CORPORATION OF THE CITY OF PORT COLBORNE 3 KILLALY ST W PORT COLBORNE ON L3K 6H1	EASR
Approval No: R-002-6281592184 Status: REGISTERED Date: 2012-11-16 Record Type: EASR Link Source: MOFA Project Type: Standby Power System SWP Area Name: MOE District: Municipality: PORT COLBORNE Latitude: Longitude: Geometry X:					

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
Full Address: Approval Type: Full PDF Link:		EASR-Standby Power System http://www.accessenvironment.ene.gov.on.ca/AEWeb/ae/ViewDocument.action?documentRefID=2594		Geometry Y:	
26	4 of 7	SE/250.0	174.9 / -0.54	Corporation of the City of Port Colborne 3 Killaly Street W Port Colborne ON L3K 6H1	GEN
Generator No:	ON2868596			PO Box No:	
Status:				Country:	
Approval Years:	2011			Choice of Contact:	
Contam. Facility:				Co Admin:	
MHSW Facility:				Phone No Admin:	
SIC Code:	913140				
SIC Description:					
<u>Detail(s)</u>					
Waste Class:	252				
Waste Class Desc:	WASTE OILS & LUBRICANTS				
Waste Class:	331				
Waste Class Desc:	WASTE COMPRESSED GASES				
Waste Class:	263				
Waste Class Desc:	ORGANIC LABORATORY CHEMICALS				
26	5 of 7	SE/250.0	174.9 / -0.54	Corporation of the City of Port Colborne 3 Killaly Street W Port Colborne ON L3K 6H1	GEN
Generator No:	ON2868596			PO Box No:	
Status:				Country:	
Approval Years:	2012			Choice of Contact:	
Contam. Facility:				Co Admin:	
MHSW Facility:				Phone No Admin:	
SIC Code:	913140				
SIC Description:	Municipal Fire-Fighting Services				
<u>Detail(s)</u>					
Waste Class:	331				
Waste Class Desc:	WASTE COMPRESSED GASES				
Waste Class:	252				
Waste Class Desc:	WASTE OILS & LUBRICANTS				
Waste Class:	263				
Waste Class Desc:	ORGANIC LABORATORY CHEMICALS				
26	6 of 7	SE/250.0	174.9 / -0.54	Corporation of the City of Port Colborne 3 Killaly Street W Port Colborne ON	GEN
Generator No:	ON2868596			PO Box No:	
Status:				Country:	
Approval Years:	2013			Choice of Contact:	
Contam. Facility:				Co Admin:	
MHSW Facility:				Phone No Admin:	
SIC Code:	913140				
SIC Description:					

Map Key	Number of Records	Direction/ Distance (m)	Elev/Diff (m)	Site	DB
<u>Detail(s)</u>					
Waste Class:		263			
Waste Class Desc:		ORGANIC LABORATORY CHEMICALS			
Waste Class:		252			
Waste Class Desc:		WASTE OILS & LUBRICANTS			
Waste Class:		331			
Waste Class Desc:		WASTE COMPRESSED GASES			

26	7 of 7	SE/250.0	174.9 / -0.54	Corporation of the City of Port Colborne 3 Killaly Street W Port Colborne ON L3K 6H1	GEN
Generator No:	ON2868596			PO Box No:	
Status:				Country:	Canada
Approval Years:	2014			Choice of Contact:	CO_OFFICIAL
Contam. Facility:	No			Co Admin:	Italia Reeves
MHSW Facility:	No			Phone No Admin:	905-835-2901 Ext.319
SIC Code:	913140				
SIC Description:	913140				

<u>Detail(s)</u>	
Waste Class:	252
Waste Class Desc:	WASTE OILS & LUBRICANTS
Waste Class:	263
Waste Class Desc:	ORGANIC LABORATORY CHEMICALS
Waste Class:	331
Waste Class Desc:	WASTE COMPRESSED GASES

Unplottable Summary

Total: **51** Unplottable sites

DB	Company Name/Site Name	Address	City	Postal
CA	REGIONAL MUNICIPALITY OF NIAGARA	MAIN ST. SEWAGE PUMP STATION	PORT COLBORNE CITY ON	
CA	R.M. OF NIAGARA	ELM STREET P.S. & FORCEMAIN	PORT COLBORNE CITY ON	
CA	The Corporation of the City of Port Colborne	Elm Street	Port Colborne ON	
CA	LUCKY FISH COMPANY	KING ST., WESTSIDE WPCP	PORT COLBORNE ON	
CA	R.M. OF NIAGARA	ELM STREET SEWAGE PUMP STATION	PORT COLBORNE ON	
CA	PORT COLBORNE CITY	ELM ST. L-FILL,PRETREAT. FAC.	PORT COLBORNE CITY ON	
CA	PORT COLBORNE CITY	ELM ST. L-FILL LEACHATE INTER.	PORT COLBORNE CITY ON	
CA	SOUTH NIAGARA GATEWAY FAMILY HOMES	TOWNHOUSE REG. RD. 3 MAIN ST.	PORT COLBORNE CITY ON	
CA	PORT COLBORNE CITY	GEORGE ST./ELM ST./KING ST.	PORT COLBORNE CITY ON	
CA	R.M. OF NIAGARA	KING STREET WATER TREAT. PLANT	PORT COLBORNE CITY ON	
CA	PORT COLBORNE CITY	OAK ST./NIAGARA RD.#3/OMER AVE	PORT COLBORNE CITY ON	
CA	SOUTH NIAGARA GATEWAY FAMILY HOMES	TOWNHOUSE MAIN ST.	PORT COLBORNE CITY ON	
CA	PORT COLBORNE CITY	KING STREET	PORT COLBORNE CITY ON	
CA	AL KIRKNESS	KING STREET	PORT COLBORNE CITY ON	
CA	R.M. OF NIAGARA	KING STREET PH. I & II	PORT COLBORNE CITY ON	
CA	PORT COLBORNE CITY	ELM STREET	PORT COLBORNE CITY ON	
CA	REGIONAL MUNICIPALITY OF NIAGARA	MAIN ST. SEWAGE PUMP STATION	PORT COLBORNE CITY ON	

CA	J. KEHL JR. MR. O. SCHULZ, MR. A. BONN	ELM ST. SHAMROCK SUBD. PH. II	PORT COLBORNE CITY ON	
ECA	The Corporation of the City of Port Colborne	King Street	Port Colborne ON	L3K 3C8
GEN	HARD ROCK PAVING CO. LTD.	LAW CRUSHED STONE HWY#3 W. OF PORT COLBORNEOX220	PORT COLBORNE ON	L3K 5V8
GEN	LAW CRUSHED STONE	DIV. OF HARD ROCK PAVING CO. LTD HWY#3 W. OF PRT CLBORNE/C/O P.O.BOX220	PORT COLBORNE ON	L3K 5V8
GEN	LAW CRUSHED STONE 19-170	DIV. OF HARD ROCK PAVING CO. LTD. HWY#3 W. OF PRT CLBORNE/C/O P.O.BOX220	PORT COLBORNE ON	L3K 5V8
GEN	HARD ROCK PAVING COMPANY LTD.	LAW CRUSHED STONE HWY#3 WEST OF PORT COLBORNE	PORT COLBORNE ON	L3K 5V8
GEN	ESSO PETROLEUM CANADA	BELL MARINE, KING ST., PORT COLBOURNE C/O 1 DUNCAN MILL ROAD	DON MILLS ON	M3B 1Z2
GEN	ESSO PETROLEUM CANADA	BELL MARINE, KING STREET	PORT COLBOURNE ON	
GEN	ESSO PETROLEUM CANADA 14-632	BELL MARINE, KING ST., PORT COLBOURNE C/O 1 DUNCAN MILL ROAD	DON MILLS ON	M3B 1Z2
GEN	WELLAND CANAL & NIAGARA RIVER-SHIP	***WASTE FROM SHIPS WELLAND CANAL & NIAGARA RIVER-SHIP	*****WASTE FROM SHIPS ON	L0S 1J0
GEN	Imperial Oil	King Street	Port Colborne ON	
GEN	WELLAND CANAL & NIAGARA RIVER-SHIP	***WASTE FROM SHIPS WELLAND CANAL & NIAGARA RIVER-SHIP	*****WASTE FROM SHIPS ON	L0S 1J0
GEN	WELLAND CANAL & NIAGARA RIVER-SHIP	***WASTE FROM SHIPS WELLAND CANAL & NIAGARA RIVER-SHIP	*****WASTE FROM SHIPS ON	L0S 1J0
NPCB	ADM MILING CO.	POBOX310 WEST PIER/SOUTH KING ST.	PORT COLBORNE ON	L3K 5W1
NPRI	ZELLERS	45 WESTSIDE Drive	PORT COLBOURNE ON	L3K5K7
OPCB	ADM Milling Co.	WEST PIER/SOUTH KING ST. P O BOX 310	PORT COLBORNE ON	L3K 5W1
PES	THE MILL GREENHOUSES AND GARDEN CENTRE LTD.	RR #1 HWY #3	PORT COLBORNE ON	L3K 5V3
PES	THE MILL GREENHOUSES AND GARDEN CENTRE LTD.	R. R. #1, HWY. #3	PORT COLBORNE ON	L3K 5V3
PRT	MARLON MARINA	ELM ST S	PORT COLBORNE ON	
REC	PORT COLBORNE LANDFILL SITE	ELM ST.	PORT COLBORNE ON	
SCT	Law Crushed Stone - Div. of Hard Rock Paving Co. Ltd.	Hwy 3	Port Colborne ON	L3K 5V8
SCT	COLONIAL LIGHTING CO. LTD.	HWY 3	PORT COLBORNE ON	L3K 5V8

SCT	KWIK MIX MATERIALS LIMITED	HWY 3	PORT COLBORNE ON	L3K
SPL	PUC	ON KING ST., EAST OF OLD PLANT.	PORT COLBORNE CITY ON	
SPL	NIAGARA, REGIONAL MUNICIPALITY	ELM STREET PUMPING STATION SANITARY SEWER SYSTEM/PUMPING STATION	PORT COLBORNE CITY ON	
SPL	Canadian Niagara Power Inc.	Canadian Niagara Power facility on Elm Street NON PCB MINERAL OIL SPILL<UNOFFICIAL>	Port Colborne ON	
SPL	SERVICE STATION	MAIN ST. WEST WEST OF JACK KNIFE BRIDGE (N.O.S.)	PORT COLBORNE CITY ON	
SPL		Killaly St W, King St and Mellanby Ave	Port Colborne ON	
SPL	NIAGARA RE-CYCLING	ERIE ST. FIELDON AV. MOTOR VEHICLE (OPERATING FLUID)	PORT COLBORNE CITY ON	
SPL	NIAGARA, REGIONAL MUNICIPALITY	OMER STREET PUMPING STATION,PORT COLBORNE. SANITARY SEWER SYSTEM/PUMPING STATION	PORT COLBORNE CITY ON	
SPL	PORT COLBORNE HYDRO	ELM STREET	PORT COLBORNE ON	
WDS		CANAL BANK ROAD	NIAGARA ON	
WDS		CANAL BANK ROAD	NIAGARA ON	
WWIS		2ND CONCESSION con 2	Port Colborne ON	

Unplottable Report

Site: REGIONAL MUNICIPALITY OF NIAGARA
MAIN ST. SEWAGE PUMP STATION PORT COLBORNE CITY ON

Database:
CA

Certificate #: 8-2387-95-006
Application Year: 95
Issue Date: 12/22/95
Approval Type: Industrial air
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description: STANDBY GEN-SET FOR SEW. PUMP STATION
Contaminants: Nitrogen Oxides
Emission Control:

Site: R.M. OF NIAGARA
ELM STREET P.S. & FORCEMAIN PORT COLBORNE CITY ON

Database:
CA

Certificate #: 3-1298-95-006
Application Year: 95
Issue Date: 10/30/95
Approval Type: Municipal sewage
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:
Contaminants:
Emission Control:

Site: The Corporation of the City of Port Colborne
Elm Street Port Colborne ON

Database:
CA

Certificate #: 0316-5RVNJP
Application Year: 2003
Issue Date: 9/30/2003
Approval Type: Municipal and Private Sewage Works
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:
Contaminants:
Emission Control:

Site: LUCKY FISH COMPANY
KING ST., WESTSIDE WPCP PORT COLBORNE ON

Database:
CA

Certificate #: 4-0043-98-
Application Year: 98

Issue Date: 10/27/1998
Approval Type: Industrial wastewater
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description: AQUACULTURE FACILITY AT FORMER WPCP
Contaminants:
Emission Control:

Site: R.M. OF NIAGARA
ELM STREET SEWAGE PUMP STATION PORT COLBORNE ON

Database:
CA

Certificate #: 8-2136-98-
Application Year: 98
Issue Date: 12/9/1998
Approval Type: Industrial air
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description: INDACHEM COUNTERACTANT SPRAY SYSTEM
Contaminants: Acetic Acid, Other Organic Compounds
Emission Control: Other Wet Collector,

Site: PORT COLBORNE CITY
ELM ST. L-FILL,PRETREAT. FAC. PORT COLBORNE CITY ON

Database:
CA

Certificate #: 3-1166-94-
Application Year: 94
Issue Date: 9/28/1994
Approval Type: Municipal sewage
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:
Contaminants:
Emission Control:

Site: PORT COLBORNE CITY
ELM ST. L-FILL LEACHATE INTER. PORT COLBORNE CITY ON

Database:
CA

Certificate #: 3-0977-94-
Application Year: 94
Issue Date: 8/25/1994
Approval Type: Municipal sewage
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:
Contaminants:
Emission Control:

Site: SOUTH NIAGARA GATEWAY FAMILY HOMES
TOWNHOUSE REG. RD. 3 MAIN ST. PORT COLBORNE CITY ON

Database:
CA

Certificate #: 3-2179-88-
Application Year: 88
Issue Date: 11/18/1988
Approval Type: Municipal sewage
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:
Contaminants:
Emission Control:

Site: PORT COLBORNE CITY
GEORGE ST./ELM ST./KING ST. PORT COLBORNE CITY ON

Database:
CA

Certificate #: 7-0950-93-
Application Year: 93
Issue Date: 10/29/1993
Approval Type: Municipal water
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:
Contaminants:
Emission Control:

Site: R.M. OF NIAGARA
KING STREET WATER TREAT. PLANT PORT COLBORNE CITY ON

Database:
CA

Certificate #: 7-0092-93-
Application Year: 93
Issue Date: 5/18/1993
Approval Type: Municipal water
Status: Revised
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:
Contaminants:
Emission Control:

Site: PORT COLBORNE CITY
OAK ST./NIAGARA RD.#3/OMER AVE PORT COLBORNE CITY ON

Database:
CA

Certificate #: 7-0430-91-
Application Year: 91
Issue Date: 5/2/1991
Approval Type: Municipal water
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:

Contaminants:
Emission Control:

Site: SOUTH NIAGARA GATEWAY FAMILY HOMES
TOWNHOUSE MAIN ST. PORT COLBORNE CITY ON

Database:
CA

Certificate #: 7-1845-88-
Application Year: 88
Issue Date: 11/18/1988
Approval Type: Municipal water
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:
Contaminants:
Emission Control:

Site: PORT COLBORNE CITY
KING STREET PORT COLBORNE CITY ON

Database:
CA

Certificate #: 7-0872-88-
Application Year: 88
Issue Date: 6/30/1988
Approval Type: Municipal water
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:
Contaminants:
Emission Control:

Site: AL KIRKNESS
KING STREET PORT COLBORNE CITY ON

Database:
CA

Certificate #: 3-1825-89-
Application Year: 89
Issue Date: 9/19/1989
Approval Type: Municipal sewage
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:
Contaminants:
Emission Control:

Site: R.M. OF NIAGARA
KING STREET PH. I & II PORT COLBORNE CITY ON

Database:
CA

Certificate #: 3-1208-89-
Application Year: 89
Issue Date: 6/28/1989
Approval Type: Municipal sewage
Status: Approved
Application Type:

Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:
Contaminants:
Emission Control:

Site: PORT COLBORNE CITY
ELM STREET PORT COLBORNE CITY ON

Database:
CA

Certificate #: 3-2274-88-
Application Year: 88
Issue Date: 11/30/1988
Approval Type: Municipal sewage
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:
Contaminants:
Emission Control:

Site: REGIONAL MUNICIPALITY OF NIAGARA
MAIN ST. SEWAGE PUMP STATION PORT COLBORNE CITY ON

Database:
CA

Certificate #: 8-2387-95-000
Application Year: 95
Issue Date: 10/31/95
Approval Type: Industrial air
Status: Application Cancelled
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description: STANDBY GENERATOR FOR SEW. PUMP STATION
Contaminants:
Emission Control:

Site: J. KEHL JR. MR. O. SCHULZ, MR. A. BONN
ELM ST. SHAMROCK SUBD. PH. II PORT COLBORNE CITY ON

Database:
CA

Certificate #: 3-1223-88-
Application Year: 88
Issue Date: 7/18/1988
Approval Type: Municipal sewage
Status: Approved
Application Type:
Client Name:
Client Address:
Client City:
Client Postal Code:
Project Description:
Contaminants:
Emission Control:

Site: The Corporation of the City of Port Colborne
King Street Port Colborne ON L3K 3C8

Database:
ECA

Approval No: 1325-6FULCJ

MOE District:

Approval Date: 2005-09-06
Status: Approved
Record Type: ECA
Link Source: IDS
SWP Area Name:
Approval Type: ECA-Municipal Drinking Water Systems
Project Type: Municipal Drinking Water Systems
Address: King Street
Full Address:
Full PDF Link:

City:
Longitude:
Latitude:
Geometry X:
Geometry Y:

Site: **HARD ROCK PAVING CO. LTD.**
LAW CRUSHED STONE HWY#3 W. OF PORT COLBORNEOX220 PORT COLBORNE ON L3K 5V8

Database:
GEN

Generator No: ON0094303
Status:
Approval Years: 92,93,97
Contam. Facility:
MHSW Facility:
SIC Code: 4216
SIC Description: ASPHALT PAVING

PO Box No:
Country:
Choice of Contact:
Co Admin:
Phone No Admin:

Detail(s)

Waste Class: 213
Waste Class Desc: PETROLEUM DISTILLATES

Site: **LAW CRUSHED STONE**
DIV. OF HARD ROCK PAVING CO. LTD HWY#3 W. OF PRT CLBORNE/C/O P.O.BOX220 PORT COLBORNE ON L3K 5V8

Database:
GEN

Generator No: ON0094303
Status:
Approval Years: 86,87,88,89
Contam. Facility:
MHSW Facility:
SIC Code: 4216
SIC Description: ASPHALT PAVING

PO Box No:
Country:
Choice of Contact:
Co Admin:
Phone No Admin:

Detail(s)

Waste Class: 213
Waste Class Desc: PETROLEUM DISTILLATES

Site: **LAW CRUSHED STONE 19-170**
DIV. OF HARD ROCK PAVING CO. LTD. HWY#3 W. OF PRT CLBORNE/C/O P.O.BOX220 PORT COLBORNE ON L3K 5V8

Database:
GEN

Generator No: ON0094303
Status:
Approval Years: 94,95,96
Contam. Facility:
MHSW Facility:
SIC Code: 4216
SIC Description: ASPHALT PAVING

PO Box No:
Country:
Choice of Contact:
Co Admin:
Phone No Admin:

Detail(s)

Waste Class: 213
Waste Class Desc: PETROLEUM DISTILLATES

Site: **HARD ROCK PAVING COMPANY LTD.**
LAW CRUSHED STONE HWY#3 WEST OF PORT COLBORNE PORT COLBORNE ON L3K 5V8

Database:
GEN

Generator No: ON0094303
Status:
Approval Years: 98,99,00,01,02,03,04,05,06
Contam. Facility:
MHSW Facility:
SIC Code: 4216
SIC Description: ASPHALT PAVING

PO Box No:
Country:
Choice of Contact:
Co Admin:
Phone No Admin:

Detail(s)

Waste Class: 251
Waste Class Desc: OIL SKIMMINGS & SLUDGES

Waste Class: 243
Waste Class Desc: PCB'S

Waste Class: 213
Waste Class Desc: PETROLEUM DISTILLATES

Site: **ESSO PETROLEUM CANADA**
BELL MARINE, KING ST., PORT COLBOURNE C/O 1 DUNCAN MILL ROAD DON MILLS ON M3B 1Z2

Database:
GEN

Generator No: ON0552385
Status:
Approval Years: 88,89
Contam. Facility:
MHSW Facility:
SIC Code: 0000
SIC Description: *** NOT DEFINED ***

PO Box No:
Country:
Choice of Contact:
Co Admin:
Phone No Admin:

Detail(s)

Waste Class: 146
Waste Class Desc: OTHER SPECIFIED INORGANICS

Waste Class: 221
Waste Class Desc: LIGHT FUELS

Waste Class: 251
Waste Class Desc: OIL SKIMMINGS & SLUDGES

Waste Class: 252
Waste Class Desc: WASTE OILS & LUBRICANTS

Site: **ESSO PETROLEUM CANADA**
BELL MARINE, KING STREET PORT COLBOURNE ON

Database:
GEN

Generator No: ON0552385
Status:
Approval Years: 92,93,97
Contam. Facility:
MHSW Facility:
SIC Code: 5111
SIC Description: PETROLEUM PROD., WH.

PO Box No:
Country:
Choice of Contact:
Co Admin:
Phone No Admin:

Detail(s)

Waste Class: 146
Waste Class Desc: OTHER SPECIFIED INORGANICS

Waste Class: 221
Waste Class Desc: LIGHT FUELS

Waste Class: 251
Waste Class Desc: OIL SKIMMINGS & SLUDGES

Waste Class: 252
Waste Class Desc: WASTE OILS & LUBRICANTS

Site: ESSO PETROLEUM CANADA 14-632
BELL MARINE, KING ST., PORT COLBOURNE C/O 1 DUNCAN MILL ROAD DON MILLS ON M3B 1Z2

Database:
GEN

Generator No: ON0552385
Status:
Approval Years: 94,95,96
Contam. Facility:
MHSW Facility:
SIC Code: 5111
SIC Description: PETROLEUM PROD., WH.
PO Box No:
Country:
Choice of Contact:
Co Admin:
Phone No Admin:

Detail(s)

Waste Class: 146
Waste Class Desc: OTHER SPECIFIED INORGANICS

Waste Class: 221
Waste Class Desc: LIGHT FUELS

Waste Class: 251
Waste Class Desc: OIL SKIMMINGS & SLUDGES

Waste Class: 252
Waste Class Desc: WASTE OILS & LUBRICANTS

Site: WELLAND CANAL & NIAGARA RIVER-SHIP
WASTE FROM SHIPS WELLAND CANAL & NIAGARA RIVER-SHIP **WASTE FROM SHIPS ON LOS 1J0

Database:
GEN

Generator No: ONW0004
Status:
Approval Years: 2015
Contam. Facility: No
MHSW Facility: Yes
SIC Code: 111111
SIC Description: 111111
PO Box No:
Country: Canada
Choice of Contact: CO_OFFICIAL
Co Admin: Rob Hupe
Phone No Admin: 905-468-2925 Ext.

Detail(s)

Waste Class: 121
Waste Class Desc: ALKALINE WASTES - HEAVY METALS

Site: Imperial Oil
King Street Port Colborne ON

Database:
GEN

Generator No: ON3764489
Status:
Approval Years: 2013
Contam. Facility:
MHSW Facility:
SIC Code: 412110
SIC Description: PETROLEUM PRODUCT WHOLESALER-DISTRIBUTORS
PO Box No:
Country:
Choice of Contact:
Co Admin:
Phone No Admin:

Detail(s)

Waste Class: 252
Waste Class Desc: WASTE OILS & LUBRICANTS

Waste Class: 221
Waste Class Desc: LIGHT FUELS

Waste Class: 251
Waste Class Desc: OIL SKIMMINGS & SLUDGES

Site: WELLAND CANAL & NIAGARA RIVER-SHIP **Database:**
WASTE FROM SHIPS WELLAND CANAL & NIAGARA RIVER-SHIP **WASTE FROM SHIPS ON L0S 1J0 **GEN**

Generator No: ONW0004 **PO Box No:**
Status: **Country:** Canada
Approval Years: 2014 **Choice of Contact:** CO_OFFICIAL
Contam. Facility: No **Co Admin:** Rob Hupe
MHSW Facility: Yes **Phone No Admin:** 905-468-2925 Ext.
SIC Code: 111111
SIC Description: 111111

Detail(s)

Waste Class: 121
Waste Class Desc: ALKALINE WASTES - HEAVY METALS

Site: WELLAND CANAL & NIAGARA RIVER-SHIP **Database:**
WASTE FROM SHIPS WELLAND CANAL & NIAGARA RIVER-SHIP **WASTE FROM SHIPS ON L0S 1J0 **GEN**

Generator No: ONW0004 **PO Box No:**
Status: **Country:** Canada
Approval Years: 2016 **Choice of Contact:** CO_OFFICIAL
Contam. Facility: No **Co Admin:** Rob Hupe
MHSW Facility: Yes **Phone No Admin:** 905-468-2925 Ext.
SIC Code: 111111
SIC Description: 111111

Detail(s)

Waste Class: 121
Waste Class Desc: ALKALINE WASTES - HEAVY METALS

Site: ADM MILING CO. **Database:**
POBOX310 WEST PIER/SOUTH KING ST. PORT COLBORNE ON L3K 5W1 **NPCB**

Company Code: F0519
Industry: UNDEFINED
Site Status:
Transaction Date:
Inspection Date:

--Details--

Label: F051900
Serial No.:
PCB Type/Code: ASKAREL/ASKAREL
Location:
Item/State: CAPACITOR/FULL
No. of Items: 1
Manufacturer:
Status: STORED FOR DISPOSAL
Contents: 340.83 KG

Site: ZELLERS **Database:**
45 WESTSIDE Drive PORT COLBOURNE ON L3K5K7 **NPRI**

NPRI ID: 8800001025 **Org ID:**
Other ID: **Submit Date:**
No Other ID: **Last Modified:**
Track ID: **Contact ID:**
Report ID: **Cont Type:** MED
Report Type: **Contact Title:** Mr.
Rpt Type ID: **Cont First Name:** FREDERICK
Report Year: 2004 **Cont Last Name:** WARE
Not-Current Rpt?: **Contact Position:** SENIOR MANAGER ENERGY

Yr of Last Filed Rpt:**Fac ID:****Fac Name:****Fac Address1:****Fac Address2:****Fac Postal Zip:****Facility Lat:****Facility Long:****DLS (Last Filed Rpt):****Facility DLS:****Datum:****Facility Cmnts:****URL:****No of Empl.:** 20**Parent Co.:****No Parent Co.:****Pollut Prev Cmnts:****Stacks:****No of Stacks:****Canadian SIC Code (2 digit):****Canadian SIC Code:****SIC Code Description:****American SIC Code:****NAICS Code (2 digit):****NAICS 2 Description:****NAICS Code (4 digit):****NAICS 4 Description:****NAICS Code (6 digit):****NAICS 6 Description:**

ZELLERS STORE #333, WESTSIDE PLACE

20

53

Real Estate and Rental and Leasing

5311

Lessors of Real Estate

531120

Lessors of Non-Residential Buildings (except Mini-Warehouses)

Contact Fax:**Contact Ph.:****Cont Area Code:****Contact Tel.:****Contact Ext.:****Cont Fax Area Cde:****Contact Fax:****Contact Email:****Latitude:****Longitude:****UTM Zone:****UTM Northing:****UTM Easting:****Waste Streams:****No Streams:****Waste Off Sites:****No Off Sites:****Shutdown:****No of Shutdown:**

416

8614938

416

8616619

Fred.ware@hbc.com

Substance Release Report**CAS No:****Report ID:****Rpt Period:****Subst Released:****Air:****Water:****Land:****Total Releases:****Units:**

124-38-9

2004

Carbon dioxide

tonnes

CAS No:**Report ID:****Rpt Period:****Subst Released:****Air:****Water:****Land:****Total Releases:****Units:**

NA - M10

2004

PM2.5 - Particulate Matter <= 2.5 Microns

tonnes

CAS No:**Report ID:****Rpt Period:****Subst Released:****Air:****Water:****Land:****Total Releases:****Units:**

NA - M09

2004

PM10 - Particulate Matter <= 10 Microns

tonnes

CAS No:**Report ID:****Rpt Period:****Subst Released:****Air:****Water:**

10024-97-2

2004

Nitrous oxide

Land:
Total Releases:
Units: tonnes

CAS No: 11104-93-1
Report ID:
Rpt Period: 2004
Subst Released: Nitrogen oxides (expressed as NO2)
Air:
Water:
Land:
Total Releases:
Units: tonnes

CAS No: 811-97-2
Report ID:
Rpt Period: 2004
Subst Released: HFC-134a Hydrofluorocarbon
Air:
Water:
Land:
Total Releases:
Units: tonnes

CAS No: NA - M08
Report ID:
Rpt Period: 2004
Subst Released: PM - Total Particulate Matter
Air:
Water:
Land:
Total Releases:
Units: tonnes

CAS No: 7446-09-5
Report ID:
Rpt Period: 2004
Subst Released: Sulphur dioxide
Air:
Water:
Land:
Total Releases:
Units: tonnes

CAS No: 74-82-8
Report ID:
Rpt Period: 2004
Subst Released: Methane
Air:
Water:
Land:
Total Releases:
Units: tonnes

CAS No: NA - M16
Report ID:
Rpt Period: 2004
Subst Released: Volatile Organic Compounds (VOCs)
Air:
Water:
Land:
Total Releases:
Units: tonnes

CAS No: 630-08-0
Report ID:
Rpt Period: 2004
Subst Released: Carbon monoxide
Air:
Water:

Land:
Total Releases:
Units: tonnes

Site: ADM Milling Co.
WEST PIER/SOUTH KING ST. P O BOX 310 PORT COLBORNE ON L3K 5W1

Database:
OPCB

Year: 2004
Site Number: 20385A092
Name Owner:
Additional Site Information:

--Details--

Quantity: 80
Address Site:
Description: Number of Capacitors with High Level PCBs (>1000 ppm)

Quantity: 340.83
Address Site:
Description: Weight of Capacitors with High Level PCBs (>1000 ppm) kg

Site: THE MILL GREENHOUSES AND GARDEN CENTRE LTD.
RR #1 HWY #3 PORT COLBORNE ON L3K 5V3

Database:
PES

Detail Licence No:		Operator Box:
Licence No:		Operator Class:
Status:		Operator No:
Approval Date:		Operator Type:
Report Source:		Oper Area Code:
Licence Type:	Vendor	Oper Phone No:
Licence Type Code:		Operator Ext:
Licence Class:		Operator Lot:
Licence Control:		Oper Concession:
Latitude:		Operator Region:
Longitude:		Operator District:
Lot:		Operator County:
Concession:		Op Municipality:
Region:		Post Office Box:
District:		MOE District:
County:		SWP Area Name:
Trade Name:		
PDF Link:		

Site: THE MILL GREENHOUSES AND GARDEN CENTRE LTD.
R. R. #1, HWY. #3 PORT COLBORNE ON L3K 5V3

Database:
PES

Detail Licence No:	23-01-10569-0	Operator Box:	
Licence No:	10569	Operator Class:	
Status:		Operator No:	
Approval Date:		Operator Type:	
Report Source:		Oper Area Code:	
Licence Type:	Limited Vendor	Oper Phone No:	
Licence Type Code:	23	Operator Ext:	
Licence Class:	01	Operator Lot:	
Licence Control:	0	Oper Concession:	
Latitude:		Operator Region:	2
Longitude:		Operator District:	1
Lot:		Operator County:	38
Concession:		Op Municipality:	
Region:		Post Office Box:	
District:		MOE District:	
County:		SWP Area Name:	
Trade Name:			
PDF Link:			

Site: MARLON MARINA
ELM ST S PORT COLBORNE ON

Database:
[PRT](#)

Location ID: 11927
Type: retail
Expiry Date: 1995-07-31
Capacity (L): 0
Licence #: 0021148001

Site: PORT COLBORNE LANDFILL SITE
ELM ST. PORT COLBORNE ON

Database:
[REC](#)

Rec Op Div:
Co Admin:
Phone No Admin:
Rec Div:
Rec Op Name:
Choice of Contact:
Site Bldg:
Site PO Box:
Receiver #: RR1560
Facility Type:
Approval Yrs: 06,07,08

Site: Law Crushed Stone - Div. of Hard Rock Paving Co. Ltd.
Hwy 3 Port Colborne ON L3K 5V8

Database:
[SCT](#)

Established: 1925
Plant Size (ft²):
Employment: 35

--Details--

Description: Asphalt Paving Mixture and Block Manufacturing
SIC/NAICS Code: 324121

Description: All Other Non-Metallic Mineral Product Manufacturing
SIC/NAICS Code: 327990

Site: COLONIAL LIGHTING CO. LTD.
HWY 3 PORT COLBORNE ON L3K 5V8

Database:
[SCT](#)

Established: 1947
Plant Size (ft²): 5000
Employment: 2

--Details--

Description: COMMERCIAL, INDUSTRIAL, AND INSTITUTIONAL ELECTRICAL LIGHTING FIXTURES
SIC/NAICS Code: 3646

Description: LIGHTING EQUIPMENT, NOT ELSEWHERE CLASSIFIED
SIC/NAICS Code: 3648

Site: KWIK MIX MATERIALS LIMITED
HWY 3 PORT COLBORNE ON L3K

Database:
[SCT](#)

Established: 1968
Plant Size (ft²): 22000
Employment: 12

--Details--

Description: ASPHALT FELTS AND COATINGS
SIC/NAICS Code: 2952

Description: CEMENT, HYDRAULIC
SIC/NAICS Code: 3241

Description: CONCRETE PRODUCTS, EXCEPT BRICK AND BLOCK
SIC/NAICS Code: 3272

Site: **PUC**
ON KING ST., EAST OF OLD PLANT. PORT COLBORNE CITY ON

Database:
SPL

Ref No:	181476	Discharger Report:	
Site No:		Material Group:	
Incident Dt:	5/31/2000	Health/Env Conseq:	
Year:		Client Type:	
Incident Cause:	PIPE/HOSE LEAK	Sector Type:	
Incident Event:		Agency Involved:	
Contaminant Code:		Nearest Watercourse:	
Contaminant Name:		Site Address:	
Contaminant Limit 1:		Site District Office:	
Contam Limit Freq 1:		Site Postal Code:	
Contaminant UN No 1:		Site Region:	
Environment Impact:	NOT ANTICIPATED	Site Municipality:	18102
Nature of Impact:		Site Lot:	
Receiving Medium:	LAND	Site Conc:	
Receiving Env:		Northing:	
MOE Response:		Easting:	
Dt MOE Arvl on Scn:		Site Geo Ref Accu:	
MOE Reported Dt:	5/31/2000	Site Map Datum:	
Dt Document Closed:		SAC Action Class:	
Incident Reason:	EQUIPMENT FAILURE	Source Type:	
Site Name:			
Site County/District:			
Site Geo Ref Meth:			
Incident Summary:	PORT COLBOURNE WPCP(PUC):MANHOLE FILLING UP WITH SEWAGE. CAUSE UNKNOWN.		
Contaminant Qty:			

Site: **NIAGARA, REGIONAL MUNICIPALITY**
ELM STREET PUMPING STATION SANITARY SEWER SYSTEM/PUMPING STATION PORT COLBORNE CITY ON

Database:
SPL

Ref No:	128085	Discharger Report:	
Site No:		Material Group:	
Incident Dt:	6/19/1996	Health/Env Conseq:	
Year:		Client Type:	
Incident Cause:	PIPE/HOSE LEAK	Sector Type:	
Incident Event:		Agency Involved:	
Contaminant Code:		Nearest Watercourse:	
Contaminant Name:		Site Address:	
Contaminant Limit 1:		Site District Office:	
Contam Limit Freq 1:		Site Postal Code:	
Contaminant UN No 1:		Site Region:	
Environment Impact:	POSSIBLE	Site Municipality:	18102
Nature of Impact:	Soil contamination	Site Lot:	
Receiving Medium:	LAND	Site Conc:	
Receiving Env:		Northing:	
MOE Response:		Easting:	
Dt MOE Arvl on Scn:		Site Geo Ref Accu:	
MOE Reported Dt:	6/19/1996	Site Map Datum:	
Dt Document Closed:		SAC Action Class:	
Incident Reason:	ERROR	Source Type:	
Site Name:			
Site County/District:			
Site Geo Ref Meth:			
Incident Summary:	NIAGARA R.M.-RAW SEWAGE TO EXCAVATION,MAIN BREAK,TRUCKED TO W.W.T.P.		
Contaminant Qty:			

Site: Canadian Niagara Power Inc.
Canadian Niagara Power facility on Elm Street NON PCB MINERAL OIL SPILL<UNOFFICIAL> Port Colborne ON

Database:
SPL

Ref No: 7762-6P2GJK
Site No:
Incident Dt: 4/20/2006
Year:
Incident Cause: Other Discharges
Incident Event:
Contaminant Code: 13
Contaminant Name: MINERAL OIL

Discharger Report:
Material Group: Oils
Health/Env Conseq:
Client Type:
Sector Type: Transformer
Agency Involved:
Nearest Watercourse:
Site Address: CANADIAN NIAGARA POWER FACILITY ON ELM STREET
Niagara

Contaminant Limit 1:
Contam Limit Freq 1:
Contaminant UN No 1:
Environment Impact: Not Anticipated
Nature of Impact: Soil Contamination
Receiving Medium: Land
Receiving Env:
MOE Response:
Dt MOE Arvl on Scn:
MOE Reported Dt: 4/19/2006
Dt Document Closed:
Incident Reason: Equipment/Vehicles
Site Name: CANADIAN NIAGARA POWER FACILITY ON ELM STREET
Site County/District:
Site Geo Ref Meth:
Incident Summary: CNP: 5 gal non PCB oil mineral oil to grnd.
Contaminant Qty: 22 L

Site District Office:
Site Postal Code:
Site Region:
Site Municipality: Port Colborne
Site Lot:
Site Conc:
Northing:
Easting:
Site Geo Ref Accu:
Site Map Datum:
SAC Action Class:
Source Type:

Site: SERVICE STATION
MAIN ST. WEST WEST OF JACK KNIFE BRIDGE (N.O.S.) PORT COLBORNE CITY ON

Database:
SPL

Ref No: 103502
Site No:
Incident Dt: 8/2/1994
Year:
Incident Cause: CONTAINER OVERFLOW
Incident Event:
Contaminant Code:
Contaminant Name:
Contaminant Limit 1:
Contam Limit Freq 1:
Contaminant UN No 1:
Environment Impact: POSSIBLE
Nature of Impact: Water course or lake
Receiving Medium: LAND / WATER
Receiving Env:
MOE Response:
Dt MOE Arvl on Scn:
MOE Reported Dt: 8/2/1994
Dt Document Closed:
Incident Reason: ERROR
Site Name:
Site County/District:
Site Geo Ref Meth:
Incident Summary: PT. COLBORNE GAS BAR: 70LGASOLINE OVERFILL OF CAR TO LOT & STORM SEWER
Contaminant Qty:

Discharger Report:
Material Group:
Health/Env Conseq:
Client Type:
Sector Type:
Agency Involved:
Nearest Watercourse:
Site Address:
Site District Office:
Site Postal Code:
Site Region:
Site Municipality: 18102
Site Lot:
Site Conc:
Northing:
Easting: WORKS, FIRE DEPT,
Site Geo Ref Accu:
Site Map Datum:
SAC Action Class:
Source Type:

Site: Killaly St W, King St and Mellanby Ave Port Colborne ON

Database:
SPL

Ref No: 4130-A2FKX9
Site No: NA

Discharger Report:
Material Group:

Incident Dt:	9/17/2015	Health/Env Conseq:	
Year:		Client Type:	
Incident Cause:		Sector Type:	Miscellaneous Industrial
Incident Event:		Agency Involved:	
Contaminant Code:	15	Nearest Watercourse:	
Contaminant Name:	HYDRAULIC OIL	Site Address:	Killaly St W, King St and Mellanby Ave
Contaminant Limit 1:		Site District Office:	
Contam Limit Freq 1:		Site Postal Code:	
Contaminant UN No 1:		Site Region:	
Environment Impact:		Site Municipality:	Port Colborne
Nature of Impact:		Site Lot:	
Receiving Medium:		Site Conc:	
Receiving Env:		Northing:	
MOE Response:	No	Easting:	
Dt MOE Arvl on Scn:		Site Geo Ref Accu:	
MOE Reported Dt:	9/17/2015	Site Map Datum:	
Dt Document Closed:	9/23/2015	SAC Action Class:	Land Spills
Incident Reason:	Over Pressurized/Pressure Loss	Source Type:	
Site Name:	hydraulic oil spill <UNOFFICIAL>		
Site County/District:			
Site Geo Ref Meth:			
Incident Summary:	Niagara Region - hydraulic oil spill to road		
Contaminant Qty:	0 other - see incident description		

Site: NIAGARA RE-CYCLING
ERIE ST. FIELDON AV. MOTOR VEHICLE (OPERATING FLUID) PORT COLBORNE CITY ON

Database:
SPL

Ref No:	85420	Discharger Report:	
Site No:		Material Group:	
Incident Dt:	5/11/1993	Health/Env Conseq:	
Year:		Client Type:	
Incident Cause:	PIPE/HOSE LEAK	Sector Type:	
Incident Event:		Agency Involved:	
Contaminant Code:		Nearest Watercourse:	
Contaminant Name:		Site Address:	
Contaminant Limit 1:		Site District Office:	
Contam Limit Freq 1:		Site Postal Code:	
Contaminant UN No 1:		Site Region:	
Environment Impact:	NOT ANTICIPATED	Site Municipality:	18102
Nature of Impact:		Site Lot:	
Receiving Medium:	LAND	Site Conc:	
Receiving Env:		Northing:	
MOE Response:		Easting:	WORKS
Dt MOE Arvl on Scn:		Site Geo Ref Accu:	
MOE Reported Dt:	5/11/1993	Site Map Datum:	
Dt Document Closed:		SAC Action Class:	
Incident Reason:	OVERSTRESS/OVERPRESSURE	Source Type:	
Site Name:			
Site County/District:			
Site Geo Ref Meth:			
Incident Summary:	NIAGARA RECYCLING - HYDRAULIC OIL TO SEVERAL STREETS FROM TRUCK.		
Contaminant Qty:			

Site: NIAGARA, REGIONAL MUNICIPALITY
OMER STREET PUMPING STATION,PORT COLBORNE. SANITARY SEWER SYSTEM/PUMPING STATION PORT COLBORNE CITY ON

Database:
SPL

Ref No:	227140	Discharger Report:	
Site No:		Material Group:	
Incident Dt:	6/3/2002	Health/Env Conseq:	
Year:		Client Type:	
Incident Cause:	OTHER CONTAINER LEAK	Sector Type:	
Incident Event:		Agency Involved:	
Contaminant Code:		Nearest Watercourse:	
Contaminant Name:		Site Address:	
Contaminant Limit 1:		Site District Office:	
Contam Limit Freq 1:		Site Postal Code:	

Contaminant UN No 1:		Site Region:	
Environment Impact:	POSSIBLE	Site Municipality:	18102
Nature of Impact:	Soil contamination	Site Lot:	
Receiving Medium:	LAND	Site Conc:	
Receiving Env:		Northing:	
MOE Response:		Easting:	
Dt MOE Arvl on Scn:		Site Geo Ref Accu:	
MOE Reported Dt:	6/3/2002	Site Map Datum:	
Dt Document Closed:		SAC Action Class:	
Incident Reason:	EQUIPMENT FAILURE	Source Type:	
Site Name:			
Site County/District:			
Site Geo Ref Meth:			
Incident Summary:	NIAGARA RM-2.25 M3 RAW SEWAGE TO DITCH,CONTAINED,CLEANUP UNDERWAY.		
Contaminant Qty:			

Site: PORT COLBORNE HYDRO
ELM STREET PORT COLBORNE ON

Database:
SPL

Ref No:	184682	Discharger Report:	
Site No:		Material Group:	
Incident Dt:	8/9/2000	Health/Env Conseq:	
Year:		Client Type:	
Incident Cause:	COOLING SYSTEM LEAK	Sector Type:	
Incident Event:		Agency Involved:	
Contaminant Code:		Nearest Watercourse:	
Contaminant Name:		Site Address:	
Contaminant Limit 1:		Site District Office:	
Contam Limit Freq 1:		Site Postal Code:	
Contaminant UN No 1:		Site Region:	
Environment Impact:	POSSIBLE	Site Municipality:	18102
Nature of Impact:	Soil contamination	Site Lot:	
Receiving Medium:	LAND	Site Conc:	
Receiving Env:		Northing:	
MOE Response:		Easting:	
Dt MOE Arvl on Scn:		Site Geo Ref Accu:	
MOE Reported Dt:	8/9/2000	Site Map Datum:	
Dt Document Closed:		SAC Action Class:	
Incident Reason:	ERROR	Source Type:	
Site Name:			
Site County/District:			
Site Geo Ref Meth:			
Incident Summary:	PORT COLBORNE HYDRO-140 LTRANSFORMER OIL TO GROUND,SOAKED INTO SOIL.		
Contaminant Qty:			

Site: CANAL BANK ROAD NIAGARA ON

Database:
WDS

Approval No:	A120406	Total Area (ha):	0.2
Mob Unit Cert No:		Landfill Cap (m³):	0
EBR Registry No:		Transfer Area (ha):	0
Status:	Approved	Transfer Cap (m³):	0
Facility Type:	Landfill	Transfer Cert No:	
Record Type:		Inciner. Area (ha):	0
Link Source:		Inciner. Cap (t):	0
Project Type:		Process Area (m³):	0
Application Status:		Process Cap (m³/d):	0
Issue Date:	11/23/1977	Process Vol (m³):	0
Input Date:	10/19/93	Process Feed (m³):	0
Date Received:	10/24/77	Site Concession:	
Est Closure Date:		Site Region/County:	WELLAND
Mobile Capacity:	0	SWP Area Name:	
Mobile Units:		MOE District:	
Mobile Description:		District Office:	Welland
Prop City:	THOROLD, ONTARIO	Latitude:	
Prop Postal:		Longitude:	
Prop Phone:		Geometry X:	

Serial Link: 120406 **Geometry Y:**
Approval Type:
Proponent: WOODINGTON SYSTEMS INC.
Prop Address: BOX 100
Proponent County/District:
Full Address:
Site Lot: (UNION CARBIDE LTD.)
Waste Class Code:
Waste Class:
Waste Type: commercial, non-hazardous solid-industrial
Waste Type Other: No
Waste Description: 40% COMMERCIAL, 60% INDUSTRIAL WASTE. DATA TAKEN FROM APPLICATION DATED: 10/17/1977.
Landfill Monitoring:
Landfill Ctrl Type:
Site Closing Description:
Project Description:
Municipalities Served: POPULATION NOT APPLICABLE.
Approval Description: THERE ARE SOME STORE TANKS.
Other Approvals/Permits:
PDF URL:

Site: CANAL BANK ROAD NIAGARA ON **Database:** WDS

Approval No:	A120406	Total Area (ha):	0.2
Mob Unit Cert No:		Landfill Cap (m³):	0
EBR Registry No:		Transfer Area (ha):	0
Status:	Approved	Transfer Cap (m³):	0
Facility Type:	Landfill	Transfer Cert No:	
Record Type:		Inciner. Area (ha):	0
Link Source:		Inciner. Cap (t):	0
Project Type:		Process Area (m³):	0
Application Status:		Process Cap (m³/d):	0
Issue Date:	02/05/1982	Process Vol (m³):	0
Input Date:	10/19/93	Process Feed (m³):	0
Date Received:	10/24/77	Site Concession:	
Est Closure Date:		Site Region/County:	WELLAND
Mobile Capacity:	0	SWP Area Name:	
Mobile Units:		MOE District:	
Mobile Description:		District Office:	Welland
Prop City:	THOROLD, ONTARIO	Latitude:	
Prop Postal:		Longitude:	
Prop Phone:		Geometry X:	
Serial Link:	120406	Geometry Y:	
Approval Type:			
Proponent:	WOODINGTON SYSTEMS INC.		
Prop Address:	BOX 100		
Proponent County/District:			
Full Address:			
Site Lot:	(UNION CARBIDE LTD.)		
Waste Class Code:	201,202		
Waste Class:	201,202		
Waste Type:	commercial, non-hazardous solid-industrial		
Waste Type Other:	No		
Waste Description:	40% COMMERCIAL, 60% INDUSTRIAL WASTE. DATA TAKEN FROM APPLICATION DATED: 10/17/1977.		
Landfill Monitoring:			
Landfill Ctrl Type:			
Site Closing Description:			
Project Description:			
Municipalities Served:	POPULATION NOT APPLICABLE.		
Approval Description:	THERE ARE SOME STORE TANKS.		
Other Approvals/Permits:			
PDF URL:			

Site: 2ND CONCESSION con 2 Port Colborne ON **Database:** WWIS

Well ID: 7150826
Construction Date:
Primary Water Use: Domestic
Sec. Water Use:
Final Well Status: Water Supply
Water Type:
Casing Material:
Audit No: Z105954
Tag: A079409
Construction Method:
Elevation (m):
Elevation Reliability:
Depth to Bedrock:
Well Depth:
Overburden/Bedrock:
Pump Rate:
Static Water Level:
Flowing (Y/N):
Flow Rate:
Clear/Cloudy:

Data Entry Status:
Data Src:
Date Received: 9/3/2010
Selected Flag: Yes
Abandonment Rec:
Contractor: 4795
Form Version: 7
Owner:
Street Name: 2ND CONCESSION
County: 66
Municipality: PORT COLBORNE CITY
Site Info:
Lot:
Concession: 02
Concession Name:
Easting NAD83:
Northing NAD83:
Zone:
UTM Reliability:

Bore Hole Information

Bore Hole ID: 1003331364
DP2BR:
Spatial Status:
Code OB:
Code OB Desc:
Open Hole:
Cluster Kind:
Date Completed: 7/13/2010
Remarks:
Elevrc Desc:
Location Source Date:
Improvement Location Source:
Improvement Location Method:
Source Revision Comment:
Supplier Comment:

Elevation:
Elevrc:
Zone:
East83:
North83:
Org CS:
UTMRC: 9
UTMRC Desc: unknown UTM
Location Method: na

Overburden and Bedrock
Materials Interval

Formation ID: 1003358940
Layer: 1
Color: 8
General Color: BLACK
Mat1: 02
Most Common Material: TOPSOIL
Mat2:
Mat2 Desc:
Mat3: 79
Mat3 Desc: PACKED
Formation Top Depth: 0
Formation End Depth: 1.5
Formation End Depth UOM: ft

Overburden and Bedrock
Materials Interval

Formation ID: 1003358941
Layer: 2
Color: 2
General Color: GREY
Mat1: 17
Most Common Material: SHALE
Mat2:
Mat2 Desc:

Mat3: 74
Mat3 Desc: LAYERED
Formation Top Depth: 1.5
Formation End Depth: 13
Formation End Depth UOM: ft

**Overburden and Bedrock
Materials Interval**

Formation ID: 1003358942
Layer: 3
Color: 2
General Color: GREY
Mat1: 15
Most Common Material: LIMESTONE
Mat2:
Mat2 Desc:
Mat3: 74
Mat3 Desc: LAYERED
Formation Top Depth: 13
Formation End Depth: 55
Formation End Depth UOM: ft

**Annular Space/Abandonment
Sealing Record**

Plug ID: 1003358944
Layer: 1
Plug From: 0
Plug To: 20.5
Plug Depth UOM: ft

**Method of Construction & Well
Use**

Method Construction ID: 1003358954
Method Construction Code: 1
Method Construction: Cable Tool
Other Method Construction:

Pipe Information

Pipe ID: 1003358938
Casing No: 0
Comment:
Alt Name:

Construction Record - Casing

Casing ID: 1003358947
Layer: 2
Material: 4
Open Hole or Material: OPEN HOLE
Depth From: 20.5
Depth To: 55
Casing Diameter: 5
Casing Diameter UOM: inch
Casing Depth UOM: ft

Construction Record - Casing

Casing ID: 1003358946
Layer: 1
Material: 1
Open Hole or Material: STEEL

Depth From: 0
Depth To: 20.5
Casing Diameter: 5.5625
Casing Diameter UOM: inch
Casing Depth UOM: ft

Construction Record - Screen

Screen ID: 1003358948
Layer:
Slot:
Screen Top Depth:
Screen End Depth:
Screen Material:
Screen Depth UOM: ft
Screen Diameter UOM: inch
Screen Diameter:

Results of Well Yield Testing

Pump Test ID: 1003358939
Pump Set At: 40
Static Level: 32
Final Level After Pumping: 32
Recommended Pump Depth: 45
Pumping Rate: 21
Flowing Rate:
Recommended Pump Rate:
Levels UOM: ft
Rate UOM: GPM
Water State After Test Code: 1
Water State After Test: CLEAR
Pumping Test Method: 0
Pumping Duration HR: 2
Pumping Duration MIN:
Flowing: No

Draw Down & Recovery

Pump Test Detail ID: 1003358950
Test Type: Draw Down
Test Duration: 30
Test Level: 32
Test Level UOM: ft

Draw Down & Recovery

Pump Test Detail ID: 1003358951
Test Type: Draw Down
Test Duration: 50
Test Level: 32
Test Level UOM: ft

Draw Down & Recovery

Pump Test Detail ID: 1003358949
Test Type: Draw Down
Test Duration: 15
Test Level: 32
Test Level UOM: ft

Draw Down & Recovery

Pump Test Detail ID: 1003358952
Test Type: Draw Down

Test Duration: 60
Test Level: 32
Test Level UOM: ft

Water Details

Water ID: 1003358945
Layer: 1
Kind Code: 1
Kind: FRESH
Water Found Depth: 53
Water Found Depth UOM: ft

Hole Diameter

Hole ID: 1003358943
Diameter: 8
Depth From: 0
Depth To: 20
Hole Depth UOM: ft
Hole Diameter UOM: inch

Appendix: Database Descriptions

*Environmental Risk Information Services (ERIS) can search the following databases. The extent of historical information varies with each database and current information is determined by what is publicly available to ERIS at the time of update. **Note:** Databases denoted with " * " indicates that the database will no longer be updated. See the individual database description for more information.*

Abandoned Aggregate Inventory:

Provincial

[AAGR](#)

The MAAP Program maintains a database of abandoned pits and quarries. Please note that the database is only referenced by lot and concession and city/town location. The database provides information regarding the location, type, size, land use, status and general comments.*

Government Publication Date: Sept 2002*

Aggregate Inventory:

Provincial

[AGR](#)

The Ontario Ministry of Natural Resources maintains a database of all active pits and quarries. The database provides information regarding the registered owner/operator, location name, operation type, approval type, and maximum annual tonnage.

Government Publication Date: Up to Sep 2020

Abandoned Mine Information System:

Provincial

[AMIS](#)

The Abandoned Mines Information System contains data on known abandoned and inactive mines located on both Crown and privately held lands. The information was provided by the Ministry of Northern Development and Mines (MNDM), with the following disclaimer: "the database provided has been compiled from various sources, and the Ministry of Northern Development and Mines makes no representation and takes no responsibility that such information is accurate, current or complete". Reported information includes official mine name, status, background information, mine start/end date, primary commodity, mine features, hazards and remediation.

Government Publication Date: 1800-Oct 2018

Anderson's Waste Disposal Sites:

Private

[ANDR](#)

The information provided in this database was collected by examining various historical documents which aimed to characterize the likely position of former waste disposal sites from 1860 to present. The research initiative behind the creation of this database was to identify those sites that are missing from the Ontario MOE Waste Disposal Site Inventory, as well as to provide revisions and corrections to the positions and descriptions of sites currently listed in the MOE inventory. In addition to historic waste disposal facilities, the database also identifies certain auto wreckers and scrap yards that have been extrapolated from documentary sources. Please note that the data is not warranted to be complete, exhaustive or authoritative. The information was collected for research purposes only.

Government Publication Date: 1860s-Present

Aboveground Storage Tanks:

Provincial

[AST](#)

Historical listing of aboveground storage tanks made available by the Department of Natural Resources and Forestry. Includes tanks used to hold water or petroleum. This dataset has been retired as of September 25, 2014 and will no longer be updated.

Government Publication Date: May 31, 2014

Automobile Wrecking & Supplies:

Private

[AUWR](#)

This database provides an inventory of known locations that are involved in the scrap metal, automobile wrecking/recycling, and automobile parts & supplies industry. Information is provided on the company name, location and business type.

Government Publication Date: 1999-Dec 31, 2020

Borehole:

Provincial

[BORE](#)

A borehole is the generalized term for any narrow shaft drilled in the ground, either vertically or horizontally. The information here includes geotechnical investigations or environmental site assessments, mineral exploration, or as a pilot hole for installing piers or underground utilities. Information is from many sources such as the Ministry of Transportation (MTO) boreholes from engineering reports and projects from the 1950 to 1990's in Southern Ontario. Boreholes from the Ontario Geological Survey (OGS) including The Urban Geology Analysis Information System (UGAIS) and the York Peel Durham Toronto (YPDT) database of the Conservation Authority Moraine Coalition. This database will include fields such as location, stratigraphy, depth, elevation, year drilled, etc. For all water well data or oil and gas well data for Ontario please refer to WWIS and OOGW.

Government Publication Date: 1875-Jul 2018

Certificates of Approval:

Provincial CA

This database contains the following types of approvals: Air & Noise, Industrial Sewage, Municipal & Private Sewage, Waste Management Systems and Renewable Energy Approvals. The MOE in Ontario states that any facility that releases emissions to the atmosphere, discharges contaminants to ground or surface water, provides potable water supplies, or stores, transports or disposes of waste, must have a Certificate of Approval before it can operate lawfully. Fields include approval number, business name, address, approval date, approval type and status. This database will no longer be updated, as CofA's have been replaced by either Environmental Activity and Sector Registry (EASR) or Environmental Compliance Approval (ECA). Please refer to those individual databases for any information after Oct.31, 2011.

Government Publication Date: 1985-Oct 30, 2011*

Dry Cleaning Facilities:

Federal CDRY

List of dry cleaning facilities made available by Environment and Climate Change Canada. Environment and Climate Change Canada's Tetrachloroethylene (Use in Dry Cleaning and Reporting Requirements) Regulations (SOR/2003-79) are intended to reduce releases of tetrachloroethylene to the environment from dry cleaning facilities.

Government Publication Date: Jan 2004-Dec 2018

Commercial Fuel Oil Tanks:

Provincial CFOT

Locations of commercial underground fuel oil tanks. This is not a comprehensive or complete inventory of commercial fuel tanks in the province; this listing is a copy of records of registered commercial underground fuel oil tanks obtained under Access to Public Information.

Note that the following types of tanks do not require registration: waste oil tanks in apartments, office buildings, residences, etc.; aboveground gas or diesel tanks. Records are not verified for accuracy or completeness.

Government Publication Date: Jul 31, 2020

Chemical Manufacturers and Distributors:

Private CHEM

This database includes information from both a one time study conducted in 1992 and private source and is a listing of facilities that manufacture or distribute chemicals. The production of these chemical substances may involve one or more chemical reactions and/or chemical separation processes (i.e. fractionation, solvent extraction, crystallization, etc.).

Government Publication Date: 1999-Jan 31, 2020

Chemical Register:

Private CHM

This database includes a listing of locations of facilities within the Province or Territory that either manufacture and/or distributes chemicals.

Government Publication Date: 1999-Dec 31, 2020

Compressed Natural Gas Stations:

Private CNG

Canada has a network of public access compressed natural gas (CNG) refuelling stations. These stations dispense natural gas in compressed form at 3,000 pounds per square inch (psi), the pressure which is allowed within the current Canadian codes and standards. The majority of natural gas refuelling is located at existing retail gasoline that have a separate refuelling island for natural gas. This list of stations is made available by the Canadian Natural Gas Vehicle Alliance.

Government Publication Date: Dec 2012 -Dec 2020

Inventory of Coal Gasification Plants and Coal Tar Sites:

Provincial COAL

This inventory includes both the "Inventory of Coal Gasification Plant Waste Sites in Ontario-April 1987" and the Inventory of Industrial Sites Producing or Using Coal Tar and Related Tars in Ontario-November 1988) collected by the MOE. It identifies industrial sites that produced and continue to produce or use coal tar and other related tars. Detailed information is available and includes: facility type, size, land use, information on adjoining properties, soil condition, site operators/occupants, site description, potential environmental impacts and historic maps available. This was a one-time inventory.*

Government Publication Date: Apr 1987 and Nov 1988*

Compliance and Convictions:

Provincial CONV

This database summarizes the fines and convictions handed down by the Ontario courts beginning in 1989. Companies and individuals named here have been found guilty of environmental offenses in Ontario courts of law.

Government Publication Date: 1989-Nov 2020

Certificates of Property Use:

Provincial CPU

This is a subset taken from Ontario's Environmental Registry (EBR) database. It will include all CPU's on the registry such as (EPA s. 168.6) - Certificate of Property Use.

Government Publication Date: 1994-Jan 31, 2020

Drill Hole Database:

Provincial

[DRL](#)

The Ontario Drill Hole Database contains information on more than 113,000 percussion, overburden, sonic and diamond drill holes from assessment files on record with the department of Mines and Minerals. Please note that limited data is available for southern Ontario, as it was the last area to be completed. The database was created when surveys submitted to the Ministry were converted in the Assessment File Research Image Database (AFRI) project. However, the degree of accuracy (coordinates) as to the exact location of drill holes is dependent upon the source document submitted to the MNDM. Levels of accuracy used to locate holes are: centering on the mining claim; a sketch of the mining claim; a 1:50,000 map; a detailed company map; or from submitted a "Report of Work".

Government Publication Date: 1886 - Sep 2020

Delisted Fuel Tanks:

Provincial

[DTNK](#)

List of fuel storage tank sites that were once found in - and have since been removed from - the list of fuel storage tanks made available by the regulatory agency under Access to Public Information.

Government Publication Date: Jul 31, 2020

Environmental Activity and Sector Registry:

Provincial

[EASR](#)

On October 31, 2011, a smarter, faster environmental approvals system came into effect in Ontario. The EASR allows businesses to register certain activities with the ministry, rather than apply for an approval. The registry is available for common systems and processes, to which preset rules of operation can be applied. The EASR is currently available for: heating systems, standby power systems and automotive refinishing. Businesses whose activities aren't subject to the EASR may apply for an ECA (Environmental Compliance Approval). Please see our ECA database.

Government Publication Date: Oct 2011-Dec 31, 2020

Environmental Registry:

Provincial

[EBR](#)

The Environmental Registry lists proposals, decisions and exceptions regarding policies, Acts, instruments, or regulations that could significantly affect the environment. Through the Registry, thirteen provincial ministries notify the public of upcoming proposals and invite their comments. For example, if a local business is requesting a permit, license, or certificate of approval to release substances into the air or water; these are notified on the registry. Data includes: Approval for discharge into the natural environment other than water (i.e. Air) - EPA s. 9, Approval for sewage works - OWRA s. 53(1), and EPA s. 27 - Approval for a waste disposal site. For information regarding Permit to Take Water (PTTW), Certificate of Property Use (CPU) and (ORD) Orders please refer to those individual databases.

Government Publication Date: 1994-Jan 31, 2020

Environmental Compliance Approval:

Provincial

[ECA](#)

On October 31, 2011, a smarter, faster environmental approvals system came into effect in Ontario. In the past, a business had to apply for multiple approvals (known as certificates of approval) for individual processes and pieces of equipment. Today, a business either registers itself, or applies for a single approval, depending on the types of activities it conducts. Businesses whose activities aren't subject to the EASR may apply for an ECA. A single ECA addresses all of a business's emissions, discharges and wastes. Separate approvals for air, noise and waste are no longer required. This database will also include Renewable Energy Approvals. For certificates of approval prior to Nov 1st, 2011, please refer to the CA database. For all Waste Disposal Sites please refer to the WDS database.

Government Publication Date: Oct 2011- Dec 31, 2020

Environmental Effects Monitoring:

Federal

[EEM](#)

The Environmental Effects Monitoring program assesses the effects of effluent from industrial or other sources on fish, fish habitat and human usage of fisheries resources. Since 1992, pulp and paper mills have been required to conduct EEM studies under the Pulp and Paper Effluent Regulations. This database provides information on the mill name, geographical location and sub-lethal toxicity data.

Government Publication Date: 1992-2007*

ERIS Historical Searches:

Private

[EHS](#)

ERIS has compiled a database of all environmental risk reports completed since March 1999. Available fields for this database include: site location, date of report, type of report, and search radius. As per all other databases, the ERIS database can be referenced on both the map and "Statistical Profile" page.

Government Publication Date: 1999-Oct 31, 2020

Environmental Issues Inventory System:

Federal

[EIIS](#)

The Environmental Issues Inventory System was developed through the implementation of the Environmental Issues and Remediation Plan. This plan was established to determine the location and severity of contaminated sites on inhabited First Nation reserves, and where necessary, to remediate those that posed a risk to health and safety; and to prevent future environmental problems. The EIIS provides information on the reserve under investigation, inventory number, name of site, environmental issue, site action (Remediation, Site Assessment), and date investigation completed.

Government Publication Date: 1992-2001*

Emergency Management Historical Event:

Provincial

EMHE

List of locations of historical occurrences of emergency events, including those assigned to the Ministry of Natural Resources by Order-In-Council (OIC) under the Emergency Management and Civil Protection Act, as well as events where MNR provided requested emergency response assistance. Many of these events will have involved community evacuations, significant structural loss, and/or involvement of MNR emergency response staff. These events fall into one of ten (10) type categories: Dam Failure; Drought / Low Water; Erosion; Flood; Forest Fire; Soil and Bedrock Instability; Petroleum Resource Center Event, EMO Requested Assistance, Continuity of Operations Event, Other Requested Assistance. EMHE record details are reproduced by ERIIS under License with the Ontario Ministry of Natural Resources © Queen's Printer for Ontario, 2017.

Government Publication Date: Dec 31, 2016

Environmental Penalty Annual Report:

Provincial

EPAR

This database contains data from Ontario's annual environmental penalty report published by the Ministry of the Environment and Climate Change. These reports provide information on environmental penalties for land or water violations issued to companies in one of the nine industrial sectors covered by the Municipal Industrial Strategy for Abatement (MISA) regulations.

Government Publication Date: Jan 1, 2011 - Dec 31, 2019

List of Expired Fuels Safety Facilities:

Provincial

EXP

List of facilities and tanks for which there was once a fuel registration. This is not a comprehensive or complete inventory of expired tanks/tank facilities in the province; this listing is a copy of previously registered tanks and facilities obtained under Access to Public Information. Includes private fuel outlets, bulk plants, fuel oil tanks, gasoline stations, marinas, propane filling stations, liquid fuel tanks, piping systems, etc; includes tanks which have been removed from the ground.

Notes: registration was not required for private fuel underground/aboveground storage tanks prior to January 1990, nor for furnace oil tanks prior to May 1, 2002; registration is not required for waste oil tanks in apartments, office buildings, residences, etc., or aboveground gas or diesel tanks. Records are not verified for accuracy or completeness.

Government Publication Date: Jul 31, 2020

Federal Convictions:

Federal

FCON

Environment Canada maintains a database referred to as the "Environmental Registry" that details prosecutions under the Canadian Environmental Protection Act (CEPA) and the Fisheries Act (FA). Information is provided on the company name, location, charge date, offence and penalty.

Government Publication Date: 1988-Jun 2007*

Contaminated Sites on Federal Land:

Federal

FCS

The Federal Contaminated Sites Inventory includes information on known federal contaminated sites under the custodianship of departments, agencies and consolidated Crown corporations as well as those that are being or have been investigated to determine whether they have contamination arising from past use that could pose a risk to human health or the environment. The inventory also includes non-federal contaminated sites for which the Government of Canada has accepted some or all financial responsibility. It does not include sites where contamination has been caused by, and which are under the control of, enterprise Crown corporations, private individuals, firms or other levels of government. Includes fire training sites and sites at which Per- and Polyfluoroalkyl Substances (PFAS) are a concern.

Government Publication Date: Jun 2000-Sep 2020

Fisheries & Oceans Fuel Tanks:

Federal

FOFT

Fisheries & Oceans Canada maintains an inventory of aboveground & underground fuel storage tanks located on Fisheries & Oceans property or controlled by DFO. Our inventory provides information on the site name, location, tank owner, tank operator, facility type, storage tank location, tank contents & capacity, and date of tank installation.

Government Publication Date: 1964-Sep 2019

Federal Identification Registry for Storage Tank Systems (FIRSTS):

Federal

FRST

A list of federally regulated Storage tanks from the Federal Identification Registry for Storage Tank Systems (FIRSTS). FIRSTS is Environment and Climate Change Canada's database of storage tank systems subject to the Storage Tank for Petroleum Products and Allied Petroleum Products Regulations. The main objective of the Regulations is to prevent soil and groundwater contamination from storage tank systems located on federal and aboriginal lands. Storage tank systems that do not have a valid identification number displayed in a readily visible location on or near the storage tank system may be refused product delivery.

Government Publication Date: May 31, 2018

Fuel Storage Tank:

Provincial

FST

List of registered private and retail fuel storage tanks. This is not a comprehensive or complete inventory of private and retail fuel storage tanks in the province; this listing is a copy of registered private and retail fuel storage tanks, obtained under Access to Public Information.

Notes: registration was not required for private fuel underground/aboveground storage tanks prior to January 1990, nor for furnace oil tanks prior to May 1, 2002; registration is not required for waste oil tanks in apartments, office buildings, residences, etc., or aboveground gas or diesel tanks. Records are not verified for accuracy or completeness.

Government Publication Date: Jul 31, 2020

Fuel Storage Tank - Historic:

Provincial

FSTH

The Fuels Safety Branch of the Ontario Ministry of Consumer and Commercial Relations maintained a database of all registered private fuel storage tanks. Public records of private fuel storage tanks are only available since the registration became effective in September 1989. This information is now collected by the Technical Standards and Safety Authority.

Government Publication Date: Pre-Jan 2010*

Ontario Regulation 347 Waste Generators Summary:

Provincial

GEN

Regulation 347 of the Ontario EPA defines a waste generation site as any site, equipment and/or operation involved in the production, collection, handling and/or storage of regulated wastes. A generator of regulated waste is required to register the waste generation site and each waste produced, collected, handled, or stored at the site. This database contains the registration number, company name and address of registered generators including the types of hazardous wastes generated. It includes data on waste generating facilities such as: drycleaners, waste treatment and disposal facilities, machine shops, electric power distribution etc. This information is a summary of all years from 1986 including the most currently available data. Some records may contain, within the company name, the phrase "See & Use..." followed by a series of letters and numbers. This occurs when one company is amalgamated with or taken over by another registered company. The number listed as "See & Use", refers to the new ownership and the other identification number refers to the original ownership. This phrase serves as a link between the 2 companies until operations have been fully transferred.

Government Publication Date: 1986-Jul 31, 2020

Greenhouse Gas Emissions from Large Facilities:

Federal

GHG

List of greenhouse gas emissions from large facilities made available by Environment Canada. Greenhouse gas emissions in kilotonnes of carbon dioxide equivalents (kt CO₂ eq).

Government Publication Date: 2013-Dec 2018

TSSA Historic Incidents:

Provincial

HINC

List of historic incidences of spills and leaks of diesel, fuel oil, gasoline, natural gas, propane, and hydrogen recorded by the TSSA in their previous incident tracking system. The TSSA's Fuels Safety Program administers the Technical Standards & Safety Act 2000, providing fuel-related safety services associated with the safe transportation, storage, handling and use of fuels such as gasoline, diesel, propane, natural gas and hydrogen. Under this Act, the TSSA regulates fuel suppliers, storage facilities, transport trucks, pipelines, contractors and equipment or appliances that use fuels. Records are not verified for accuracy or completeness. This is not a comprehensive or complete inventory of historical fuel spills and leaks in the province. This listing is a copy of the data captured at one moment in time and is hence limited by the record date provided here.

Government Publication Date: 2006-June 2009*

Indian & Northern Affairs Fuel Tanks:

Federal

IAFT

The Department of Indian & Northern Affairs Canada (INAC) maintains an inventory of aboveground & underground fuel storage tanks located on both federal and crown land. Our inventory provides information on the reserve name, location, facility type, site/facility name, tank type, material & ID number, tank contents & capacity, and date of tank installation.

Government Publication Date: 1950-Aug 2003*

Fuel Oil Spills and Leaks:

Provincial

INC

Listing of spills and leaks of diesel, fuel oil, gasoline, natural gas, propane, and hydrogen reported to the Spills Action Centre (SAC). This is not a comprehensive or complete inventory of fuel-related leaks, spills, and incidents in the province; this listing is a copy of incidents reported to the SAC, obtained under Access to Public Information. Includes incidents from fuel-related hazards such as spills, fires, and explosions. Records are not verified for accuracy or completeness.

Government Publication Date: Jul 31, 2020

Landfill Inventory Management Ontario:

Provincial

LIMO

The Landfill Inventory Management Ontario (LIMO) database is updated every year, as the Ministry of the Environment, Conservation and Parks compiles new and updated information. Includes small and large landfills currently operating as well as those which are closed and historic. Operators of larger landfills provide landfill information for the previous operating year to the ministry for LIMO including: estimated amount of total waste received, landfill capacity, estimated total remaining landfill capacity, fill rates, engineering designs, reporting and monitoring details, size of location, service area, approved waste types, leachate of site treatment, contaminant attenuation zone and more. The small landfills include information such as site owner, site location and certificate of approval # and status.

Government Publication Date: Feb 28, 2019

Canadian Mine Locations:

Private

MINE

This information is collected from the Canadian & American Mines Handbook. The Mines database is a national database that provides over 290 listings on mines (listed as public companies) dealing primarily with precious metals and hard rocks. Listed are mines that are currently in operation, closed, suspended, or are still being developed (advanced projects). Their locations are provided as geographic coordinates (x, y and/or longitude, latitude). As of 2002, data pertaining to Canadian smelters and refineries has been appended to this database.

Government Publication Date: 1998-2009*

Mineral Occurrences:

Provincial

MNR

In the early 70's, the Ministry of Northern Development and Mines created an inventory of approximately 19,000 mineral occurrences in Ontario, in regard to metallic and industrial minerals, as well as some information on building stones and aggregate deposits. Please note that the "Horizontal Positional Accuracy" is approximately +/- 200 m. Many reference elements for each record were derived from field sketches using pace or chain/tape measurements against claim posts or topographic features in the area. The primary limiting factor for the level of positional accuracy is the scale of the source material. The testing of horizontal accuracy of the source materials was accomplished by comparing the plan metric (X and Y) coordinates of that point with the coordinates of the same point as defined from a source of higher accuracy.

Government Publication Date: 1846-Jan 2020

National Analysis of Trends in Emergencies System (NATES):

Federal

NATE

In 1974 Environment Canada established the National Analysis of Trends in Emergencies System (NATES) database, for the voluntary reporting of significant spill incidents. The data was to be used to assist in directing the work of the emergencies program. NATES ran from 1974 to 1994. Extensive information is available within this database including company names, place where the spill occurred, date of spill, cause, reason and source of spill, damage incurred, and amount, concentration, and volume of materials released.

Government Publication Date: 1974-1994*

Non-Compliance Reports:

Provincial

NCPL

The Ministry of the Environment provides information about non-compliant discharges of contaminants to air and water that exceed legal allowable limits, from regulated industrial and municipal facilities. A reported non-compliance failure may be in regard to a Control Order, Certificate of Approval, Sectoral Regulation or specific regulation/act.

Government Publication Date: Dec 31, 2018

National Defense & Canadian Forces Fuel Tanks:

Federal

NDFT

The Department of National Defense and the Canadian Forces maintains an inventory of all aboveground & underground fuel storage tanks located on DND lands. Our inventory provides information on the base name, location, tank type & capacity, tank contents, tank class, date of tank installation, date tank last used, and status of tank as of May 2001. This database will no longer be updated due to the new National Security protocols which have prohibited any release of this database.

Government Publication Date: Up to May 2001*

National Defense & Canadian Forces Spills:

Federal

NDSP

The Department of National Defense and the Canadian Forces maintains an inventory of spills to land and water. All spill sites have been classified under the "Transportation of Dangerous Goods Act - 1992". Our inventory provides information on the facility name, location, spill ID #, spill date, type of spill, as well as the quantity of substance spilled & recovered.

Government Publication Date: Mar 1999-Apr 2018

National Defence & Canadian Forces Waste Disposal Sites:

Federal

NDWD

The Department of National Defence and the Canadian Forces maintains an inventory of waste disposal sites located on DND lands. Where available, our inventory provides information on the base name, location, type of waste received, area of site, depth of site, year site opened/closed and status.

Government Publication Date: 2001-Apr 2007*

National Energy Board Pipeline Incidents:

Federal

NEBI

Locations of pipeline incidents from 2008 to present, made available by the Canada Energy Regulator (CER) - previously the National Energy Board (NEB). Includes incidents reported under the Onshore Pipeline Regulations and the Processing Plant Regulations related to pipelines under federal jurisdiction, does not include incident data related to pipelines under provincial or territorial jurisdiction.

Government Publication Date: 2008-Sep 30, 2020

National Energy Board Wells:

Federal

NEBP

The NEBW database contains information on onshore & offshore oil and gas wells that are outside provincial jurisdiction(s) and are thereby regulated by the National Energy Board. Data is provided regarding the operator, well name, well ID No./UWI, status, classification, well depth, spud and release date.

Government Publication Date: 1920-Feb 2003*

National Environmental Emergencies System (NEES):

Federal

NEES

In 2000, the Emergencies program implemented NEES, a reporting system for spills of hazardous substances. For the most part, this system only captured data from the Atlantic Provinces, some from Quebec and Ontario and a portion from British Columbia. Data for Alberta, Saskatchewan, Manitoba and the Territories was not captured. However, NEES is also a repository for previous Environment Canada spill datasets. NEES is composed of the historic datasets ' or Trends ' which dates from approximately 1974 to present. NEES Trends is a compilation of historic databases, which were merged and includes data from NATES (National Analysis of Trends in Emergencies System), ARTS (Atlantic Regional Trends System), and NEES. In 2001, the Emergencies Program determined that variations in reporting regimes and requirements between federal and provincial agencies made national spill reporting and trend analysis difficult to achieve. As a consequence, the department has focused efforts on capturing data on spills of substances which fall under its legislative authority only (CEPA and FA). As such, the NEES database will be decommissioned in December 2004.

Government Publication Date: 1974-2003***National PCB Inventory:**

Federal

NPCB

Environment Canada's National PCB inventory includes information on in-use PCB containing equipment in Canada including federal, provincial and private facilities. Federal out-of-service PCB containing equipment and PCB waste owned by the federal government or by federally regulated industries such as airlines, railway companies, broadcasting companies, telephone and telecommunications companies, pipeline companies, etc. are also listed. Although it is not Environment Canada's mandate to collect data on non-federal PCB waste, the National PCB inventory includes some information on provincial and private PCB waste and storage sites. Some addresses provided may be Head Office addresses and are not necessarily the location of where the waste is being used or stored.

Government Publication Date: 1988-2008***National Pollutant Release Inventory:**

Federal

NPRI

Environment Canada has defined the National Pollutant Release Inventory ("NPRI") as a federal government initiative designed to collect comprehensive national data regarding releases to air, water, or land, and waste transfers for recycling for more than 300 listed substances.

Government Publication Date: 1993-May 2017**Oil and Gas Wells:**

Private

OGWE

The Nickle's Energy Group (publisher of the Daily Oil Bulletin) collects information on drilling activity including operator and well statistics. The well information database includes name, location, class, status and depth. The main Nickle's database is updated on a daily basis, however, this database is updated on a monthly basis. More information is available at www.nickles.com.

Government Publication Date: 1988-Aug 31, 2020**Ontario Oil and Gas Wells:**

Provincial

OOGW

In 1998, the MNR handed over to the Ontario Oil, Gas and Salt Resources Corporation, the responsibility of maintaining a database of oil and gas wells drilled in Ontario. The OGSR Library has over 20,000+ wells in their database. Information available for all wells in the ERIS database include well owner/operator, location, permit issue date, and well cap date, license No., status, depth and the primary target (rock unit) of the well being drilled. All geology/stratigraphy table information, plus all water table information is also provide for each well record.

Government Publication Date: 1800-Jun 2020**Inventory of PCB Storage Sites:**

Provincial

OPCB

The Ontario Ministry of Environment, Waste Management Branch, maintains an inventory of PCB storage sites within the province. Ontario Regulation 11/82 (Waste Management - PCB) and Regulation 347 (Generator Waste Management) under the Ontario EPA requires the registration of inactive PCB storage equipment and/or disposal sites of PCB waste with the Ontario Ministry of Environment. This database contains information on: 1) waste quantities; 2) major and minor sites storing liquid or solid waste; and 3) a waste storage inventory.

Government Publication Date: 1987-Oct 2004; 2012-Dec 2013**Orders:**

Provincial

ORD

This is a subset taken from Ontario's Environmental Registry (EBR) database. It will include all Orders on the registry such as (EPA s. 17) - Order for remedial work, (EPA s. 18) - Order for preventative measures, (EPA s. 43) - Order for removal of waste and restoration of site, (EPA s. 44) - Order for conformity with Act for waste disposal sites, (EPA s. 136) - Order for performance of environmental measures.

Government Publication Date: 1994-Jan 31, 2020**Canadian Pulp and Paper:**

Private

PAP

This information is part of the Pulp and Paper Canada Directory. The Directory provides a comprehensive listing of the locations of pulp and paper mills and the products that they produce.

Government Publication Date: 1999, 2002, 2004, 2005, 2009-2014**Parks Canada Fuel Storage Tanks:**

Federal

PCFT

Canadian Heritage maintains an inventory of known fuel storage tanks operated by Parks Canada, in both National Parks and at National Historic Sites. The database details information on site name, location, tank install/removal date, capacity, fuel type, facility type, tank design and owner/operator.

Government Publication Date: 1920-Jan 2005*

Pesticide Register:

Provincial PES

The Ontario Ministry of the Environment and Climate Change maintains a database of licensed operators and vendors of registered pesticides.

Government Publication Date: Oct 2011-Dec 31, 2020

Pipeline Incidents:

Provincial PINC

List of pipeline incidents (strikes, leaks, spills). This is not a comprehensive or complete inventory of pipeline incidents in the province; this listing is an historical copy of records previously obtained under Access to Public Information. Records are not verified for accuracy or completeness.

Government Publication Date: Oct 31, 2020

Private and Retail Fuel Storage Tanks:

Provincial PRT

The Fuels Safety Branch of the Ontario Ministry of Consumer and Commercial Relations maintained a database of all registered private fuel storage tanks and licensed retail fuel outlets. This database includes an inventory of locations that have gasoline, oil, waste oil, natural gas and/or propane storage tanks on their property. The MCCR no longer collects this information. This information is now collected by the Technical Standards and Safety Authority (TSSA).

Government Publication Date: 1989-1996*

Permit to Take Water:

Provincial PTTW

This is a subset taken from Ontario's Environmental Registry (EBR) database. It will include all PTTW's on the registry such as OWRA s. 34 - Permit to take water.

Government Publication Date: 1994-Jan 31, 2020

Ontario Regulation 347 Waste Receivers Summary:

Provincial REC

Part V of the Ontario Environmental Protection Act ("EPA") regulates the disposal of regulated waste through an operating waste management system or a waste disposal site operated or used pursuant to the terms and conditions of a Certificate of Approval or a Provisional Certificate of Approval. Regulation 347 of the Ontario EPA defines a waste receiving site as any site or facility to which waste is transferred by a waste carrier. A receiver of regulated waste is required to register the waste receiving facility. This database represents registered receivers of regulated wastes, identified by registration number, company name and address, and includes receivers of waste such as: landfills, incinerators, transfer stations, PCB storage sites, sludge farms and water pollution control plants. This information is a summary of all years from 1986 including the most currently available data.

Government Publication Date: 1986-2016

Record of Site Condition:

Provincial RSC

The Record of Site Condition (RSC) is part of the Ministry of the Environment's Brownfields Environmental Site Registry. Protection from environmental cleanup orders for property owners is contingent upon documentation known as a record of site condition (RSC) being filed in the Environmental Site Registry. In order to file an RSC, the property must have been properly assessed and shown to meet the soil, sediment and groundwater standards appropriate for the use (such as residential) proposed to take place on the property. The Record of Site Condition Regulation (O. Reg. 153/04) details requirements related to site assessment and clean up.

RSCs filed after July 1, 2011 will also be included as part of the new (O.Reg. 511/09).

Government Publication Date: 1997-Sept 2001, Oct 2004-Jan 2021

Retail Fuel Storage Tanks:

Private RST

This database includes an inventory of retail fuel outlet locations (including marinas) that have on their property gasoline, oil, waste oil, natural gas and / or propane storage tanks.

Government Publication Date: 1999-Dec 31, 2020

Scott's Manufacturing Directory:

Private SCT

Scott's Directories is a data bank containing information on over 200,000 manufacturers across Canada. Even though Scott's listings are voluntary, it is the most comprehensive database of Canadian manufacturers available. Information concerning a company's address, plant size, and main products are included in this database.

Government Publication Date: 1992-Mar 2011*

Ontario Spills:

Provincial SPL

List of spills and incidents made available the Ministry of the Environment, Conservation and Parks. This database identifies information such as location (approximate), type and quantity of contaminant, date of spill, environmental impact, cause, nature of impact, etc. Information from 1988-2002 was part of the ORIS (Occurrence Reporting Information System). The SAC (Spills Action Centre) handles all spills reported in Ontario. Regulations for spills in Ontario are part of the MOE's Environmental Protection Act, Part X.

Government Publication Date: 1988-Mar 2020; Jul 2020 - Aug 2020

Wastewater Discharger Registration Database:

Provincial

[SRDS](#)

Information under this heading is combination of the following 2 programs. The Municipal/Industrial Strategy for Abatement (MISA) division of the Ontario Ministry of Environment maintained a database of all direct dischargers of toxic pollutants within nine sectors including: Electric Power Generation; Mining; Petroleum Refining; Organic Chemicals; Inorganic Chemicals; Pulp & Paper; Metal Casting; Iron & Steel; and Quarries. All sampling information is now collected and stored within the Sample Result Data Store (SRDS).

Government Publication Date: 1990-Dec 31, 2017

Anderson's Storage Tanks:

Private

[TANK](#)

The information provided in this database was collected by examining various historical documents, which identified the location of former storage tanks, containing substances such as fuel, water, gas, oil, and other various types of miscellaneous products. Information is available in regard to business operating at tank site, tank location, permit year, permit & installation type, no. of tanks installed & configuration and tank capacity. Data contained within this database pertains only to the city of Toronto and is not warranted to be complete, exhaustive or authoritative. The information was collected for research purposes only.

Government Publication Date: 1915-1953*

Transport Canada Fuel Storage Tanks:

Federal

[TCFT](#)

List of fuel storage tanks currently or previously owned or operated by Transport Canada. This inventory also includes tanks on The Pickering Lands, which refers to 7,530 hectares (18,600 acres) of land in Pickering, Markham, and Uxbridge owned by the Government of Canada since 1972; properties on this land has been leased by the government since 1975, and falls under the Site Management Policy of Transport Canada, but is administered by Public Works and Government Services Canada. This inventory provides information on the site name, location, tank age, capacity and fuel type.

Government Publication Date: 1970 - Dec 2020

Variances for Abandonment of Underground Storage Tanks:

Provincial

[VAR](#)

Listing of variances granted for storage tank abandonment. This is not a comprehensive or complete inventory of tank abandonment variances in the province; this listing is a copy of tank abandonment variance records previously obtained under Access to Public Information. In Ontario, registered underground storage tanks must be removed within two years of disuse; if removal of a tank is not feasible, an application may be sought for a variance from this code requirement.

Records are not verified for accuracy or completeness.

Government Publication Date: Jul 31, 2020

Waste Disposal Sites - MOE CA Inventory:

Provincial

[WDS](#)

The Ontario Ministry of Environment, Waste Management Branch, maintains an inventory of known open (active or inactive) and closed disposal sites in the Province of Ontario. Active sites maintain a Certificate of Approval, are approved to receive and are receiving waste. Inactive sites maintain Certificate(s) of Approval but are not receiving waste. Closed sites are not receiving waste. The data contained within this database was compiled from the MOE's Certificate of Approval database. Locations of these sites may be cross-referenced to the Anderson database described under ERIS's Private Source Database section, by the CA number. All new Environmental Compliance Approvals handed out after Oct 31, 2011 for Waste Disposal Sites will still be found in this database.

Government Publication Date: Oct 2011-Dec 31, 2020

Waste Disposal Sites - MOE 1991 Historical Approval Inventory:

Provincial

[WDSH](#)

In June 1991, the Ontario Ministry of Environment, Waste Management Branch, published the "June 1991 Waste Disposal Site Inventory", of all known active and closed waste disposal sites as of October 30th, 1990. For each "active" site as of October 31st 1990, information is provided on site location, site/CA number, waste type, site status and site classification. For each "closed" site as of October 31st 1990, information is provided on site location, site/CA number, closure date and site classification. Locations of these sites may be cross-referenced to the Anderson database described under ERIS's Private Source Database section, by the CA number.

Government Publication Date: Up to Oct 1990*

Water Well Information System:

Provincial

[WWIS](#)

This database describes locations and characteristics of water wells found within Ontario in accordance with Regulation 903. It includes such information as coordinates, construction date, well depth, primary and secondary use, pump rate, static water level, well status, etc. Also included are detailed stratigraphy information, approximate depth to bedrock and the approximate depth to the water table.

Government Publication Date: Apr 30, 2020

Definitions

Database Descriptions: This section provides a detailed explanation for each database including: source, information available, time coverage, and acronyms used. They are listed in alphabetic order.

Detail Report: This is the section of the report which provides the most detail for each individual record. Records are summarized by location, starting with the project property followed by records in closest proximity.

Distance: The distance value is the distance between plotted points, not necessarily the distance between the sites' boundaries. All values are an approximation.

Direction: The direction value is the compass direction of the site in respect to the project property and/or center point of the report.

Elevation: The elevation value is taken from the location at which the records for the site address have been plotted. All values are an approximation. Source: Google Elevation API.

Executive Summary: This portion of the report is divided into 3 sections:

'Report Summary'- Displays a chart indicating how many records fall on the project property and, within the report search radii.

'Site Report Summary'-Project Property'- This section lists all the records which fall on the project property. For more details, see the 'Detail Report' section.

'Site Report Summary-Surrounding Properties'- This section summarizes all records on adjacent properties, listing them in order of proximity from the project property. For more details, see the 'Detail Report' section.

Map Key: The map key number is assigned according to closest proximity from the project property. Map Key numbers always start at #1. The project property will always have a map key of '1' if records are available. If there is a number in brackets beside the main number, this will indicate the number of records on that specific property. If there is no number in brackets, there is only one record for that property.

The symbol and colour used indicates 'elevation': the red inverted triangle will dictate 'ERIS Sites with Lower Elevation', the yellow triangle will dictate 'ERIS Sites with Higher Elevation' and the orange square will dictate 'ERIS Sites with Same Elevation.'

Unplottables: These are records that could not be mapped due to various reasons, including limited geographic information. These records may or may not be in your study area, and are included as reference.

Appendix E:
Aerial Photographs

Aerial Photographs

1921



1934



1948



1954/55



1965



1975



1983



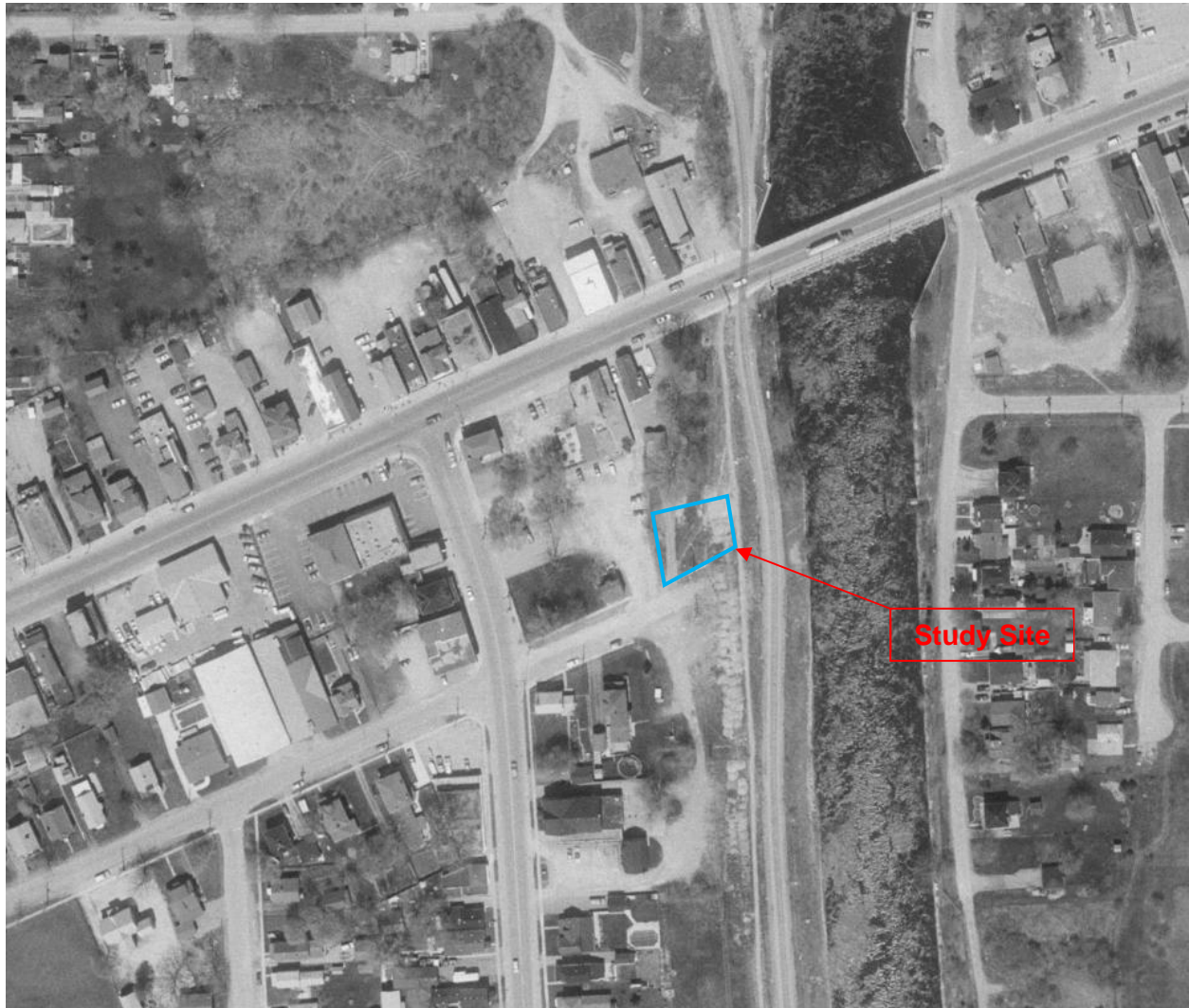
1989



1994



2000



2006



2018



Appendix F:
Record of Interview

Site Address	1 Neff St. Port Colborne
Interviewee Name & Position	Marc Vaillancourt, President, Grandstone Living Inc.
Interviewee Contact Information	Marc@touchstonesite.ca CELL: (289) 241-5729
SITE INFORMATION	
Describe land use history. Was the property ever used for industrial use, as a dry cleaner, a garage, or bulk liquid dispensing facility (including gasoline)	This property was once part of a farmhouse property
Are you aware of any environmental issues associated with the study site such as waste disposal, landfilling, chemical use and/or storage (AST or UST)	×
Are you aware of any site-specific permits, waste generation number, certificate of approval, ECA, water well records or sewer discharge permits	×
Are you aware of any current or historical environmental concerns associated with adjacent properties	×
Did you ever apply salt in the parking area?	no
Are there any reports done on the property?	no
Is there anyone else Hallex could contact for additional information?	no
BUILDING INFORMATION & FEATURES	
Are you aware of any environmental building management issues such as ACM, PCBs, etc.	no
Has a DSS/HMS/ACM report previously been done?	no
Building footprint size	no current Buildings, once a house
Year of construction	Not Sure
Year(s) of addition/renovation/demolition	Not Sure
Number of storeys	Not Sure
Number of exits/entrances	Not Sure
Number of current occupants/ tenants	None
If vacant when was the last time the building was occupied and by whom	Not sure when it was demolished and it appears to have been a house
Type of manufacturing/warehousing/processing in building (current and past)	None
What are the waste management practices	Not Sure
Chemical Storage	No
Full/partial/no basement	Not Sure

Heating type (Historic/current)	Not Sure	
Wall material / paint type	Not Sure	
Floor material	Not Sure	
Ceiling material	Not Sure	
Lighting type	Not Sure	
Water damage	N/A	
Exterior wall material	N/A	
Roof material	N/A	
Foundation type	N/A	
Other		
EXTERIOR SITE FEATURES		
Source of clean water (Municipal)	None	
Source of waste water (Municipal)	None	
Surface water runoff (swale, catch basin)	Water Runs over the surface	
Man-made forms of standing water (ditches, pits, etc.)	None	
Natural Watercourses	None	
Wells on site	None	
Transformers on site	None	
Electrical generator on site	None	
Chemical storage on site	None	
stressed vegetation	None	
Stained material	None	
Fill material	None	
Debris	None	
Equipment	None	
Ground cover (Snow, grass, asphalt)	Dirt and Snow	
Study site Slope	No Sloping	
Miscellaneous		
Historic /Current AST/UST		
Location of AST	None	
Contents of AST	Fresh Water	
Material (fiberglass, steel)	Concrete Cictern	
Year installed/removed	Removed in 2021	
Secondary containment	None	
How often filled	None	
Staining around base	None	
Distressed vegetation?	No	

Appendix G:
Site Photo Log



Photo #	Study Site – Exterior	Description
1		The study site, photo facing west.
2		The study site, photo facing east.

Photo #	Study Site – Exterior	Description
3		The study site photo facing north.

Photo #	Study Site – Surrounding Properties	Description
4		North adjacent commercial property, photo facing northwest.



Photo #	Study Site – Surrounding Properties	Description
5		West adjacent vacant lot, photo facing west.
6		South residential property, photo facing southwest.

Photo #	Study Site – Surrounding Properties	Description
7		<p>East adjacent unpaved path, with the railway and Welland Canal further east, photo facing south.</p>

PHASE TWO ENVIRONMENTAL SITE ASSESSMENT

of

1 Neff Street, Port Colborne, ON

For:
Grandstone Living Inc.



May 20, 2021
Project: E-21-11-2

4999 Victoria Avenue
Niagara Falls, ON, L2E 4C9
Tel: (905) 357-4015 Fax: (905) 353-1105



PHASE TWO ENVIRONMENTAL SITE ASSESSMENT

of:

1 Neff Street, Port Colborne, ON

Prepared by **Hallex Environmental Ltd.** on behalf of:

Grandstone Living Inc.

Author(s): Damen Nyland, B.Sc. (Hons), GIT., Project Scientist
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Kevin Christian, M.Sc., P.Geo., QP, Principal Geoscientist

Date: May 20, 2021

Project #: E-21-11-2

Dist'n: Grandstone Living Inc. (pdf)
Hallex Environmental Ltd. (file)

This document has been prepared for the exclusive reliance and use of Grandstone Living Inc. and any third party they may so designate via letter of transmittal from Hallex Environmental Ltd.

A handwritten signature in black ink, appearing to read 'Jodie Glasier'.

Jodie Glasier, B.A. (Hons), PD-EMA, M.MM., EP
Senior Project Manager

A handwritten signature in black ink, appearing to read 'Kevin Christian'.

Kevin Christian, M.Sc., P.Geo. QP
Principal Geoscientist



EXECUTIVE SUMMARY

INTRODUCTION

Hallex Environmental Ltd. was retained by Grandstone Living Inc. to conduct a Phase Two Environmental Site Assessment (ESA) at 1 Neff Street, Port Colborne, ON following the Phase One ESA completed by Hallex on March 10th, 2021 that identified the following Potentially Contaminating Activities (PCA)/Areas of Potential Environmental Concern (APEC):

- ***PCA-1/APEC-1: #30 Importation of Fill Material of Unknown Quality.*** As identified through Fire Insurance Plan (FIP) research, previous on-site building structures have been demolished. Fill material of unknown origin may have been utilized to backfill the former structures. Fill material is a PCA resulting in an APEC to the study site's soil with contaminants of potential concern including Metals, Petroleum Hydrocarbons (PHCs), Benzene, Toluene, Ethylbenzene, Xylene (BTEX), Polycyclic Aromatic Hydrocarbons (PAHs) and pH/ Specific Absorption Rate (SAR)/ Electrical Conductivity (EC).
- ***PCA-2/APEC-2: #46 – Rail Yards, Tracks and Spurs.*** A railway line was identified running north-south along the east adjacent property. The presence of the railway tracks represents a PCA resulting in an APEC to the study site's soil with respect to target contaminants Metals, PHCs, BTEX, and PAHs.

The objectives of the Phase Two ESA were to determine the presence/absence of potential contaminants of concern within the soil. The presence of contaminants in the soil, if detected, would determine the need for further sampling and analyses of soil to delineate the extent of impact, and to satisfy the requirements of Ontario Regulation (O. Reg.) 153/04, amended by O. Reg. 511/09.

PHASE 2 ESA METHODS

Nine (9) test pits, TP1 to TP8-1 were advanced on April 28th, 2021. Soil samples were collected from each test pit as an upper sample between 0 – 1.22 meters below ground surface (mbgs) and a lower sample between 0.74 – 1.57 mbgs. Twelve (12) select samples were submitted to Paracel Laboratories Ltd. for analyses of PHCs (F1-F4), BTEX, PAHs, pH/SAR/EC, Metals (by ICP) and Grain Size Texture.

RESULTS

Exceedances to Ministry of the Environment, Conservation and Parks Site Condition Standards 2011 Table 8 for Residential Land Use in a Potable Ground Water Situation, fine textured soil, were noted in three (3) of the twelve (12) samples contaminant group Metals at three (3) of the nine (9) test pit locations. The exceedances were present within the fill material at depth ranges 0 – 1.22 m bgs.

DELINEATION

On May 12th, 2021, twelve (12) additional test pits (TP9 – TP20) were excavated surrounding the exceedance locations to determine if the results could be averaged as per O.Reg. 153/04, s.48 (2) which states:

“48. (2) If two or more samples of soil or sediment are taken from sampling points at the same sampling location that are at the same depth on, in or under the property, the property meets a standard mentioned in subsection (1) if the average of the sampling results meets the standard and in no other circumstances.”

Twelve (12) composite samples were chosen for submission to Paracel Laboratories Ltd. for analysis of Metals (Antimony, Lead and Nickel). Averaging the three (3) localized areas revealed the results met applicable Table 8 criteria.

CONCLUSIONS

The Phase Two ESA and delineation results at 1 Neff Street, Port Colborne, ON revealed that soil samples **met** applicable Ministry of the Environment, Conservation and Parks Site Condition Standards 2011 Table 8 for Residential Land Use in a Potable Ground Water Situation, fine texture soil for target contaminants.

As of May 12th, 2021 Hallex considers the site suitable for conversion to residential land use and filing a Record of Site Condition with the Ministry of the Environment, Conservation and Parks is justified, if required. No further Environmental Assessment work was considered necessary as of May 12th, 2021.

LIST OF ACRONYMS

APEC	Area of Potential Environmental Concern
AST	Aboveground Storage Tank
BH	Borehole
BTEX	Benzene, Toluene, Ethylbenzene, Xylene
CO	Carbon Monoxide
CO ₂	Carbon Dioxide
COC	Contaminant of Concern
CSM	Conceptual Site Model
CSVC	Combustible Soil Vapour Concentration
EC	Electrical Conductivity
EPA	Environmental Protection Act
ESA	Environmental Site Assessment
GPR	Ground Penetrating Radar
<i>i</i>	Hydraulic Gradient
<i>k_h</i>	Hydraulic Conductivity
LEL	Lower Explosive Limit
masl	Metres above sea level
mbgs	Metres below ground surface
MECP	Ministry of the Environment, Conservation and Parks
MW	Monitoring Well
OC/OCP	Organochlorine Pesticides
PAH	Polycyclic Aromatic Hydrocarbons
PCA	Potentially Contaminating Activity
PCB	Polychlorinated Biphenyl
PCE	Perchloroethylene (tetrachloroethylene)
pH	Power of Hydrogen
PHC	Petroleum Hydrocarbons
ppm	Parts per million
QA/QC	Quality Assurance/Quality Control
QP	Qualified Person
RA	Risk Assessment
RSC	Record of Site Condition
SAR	Specific Absorption Rate
SCS	Site Condition Standard
SGWSS	Soil Groundwater and Sediment Standards
SVOC	Semi-Volatile Organic Compounds
TCLP	Toxicity Classification Leachate Procedure
UST	Underground Storage Tank
VOC	Volatile Organic Compounds

Potentially Contaminating Activities (PCAs)
Schedule D Table 2 of O. Reg 511/09



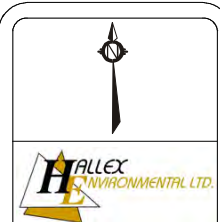
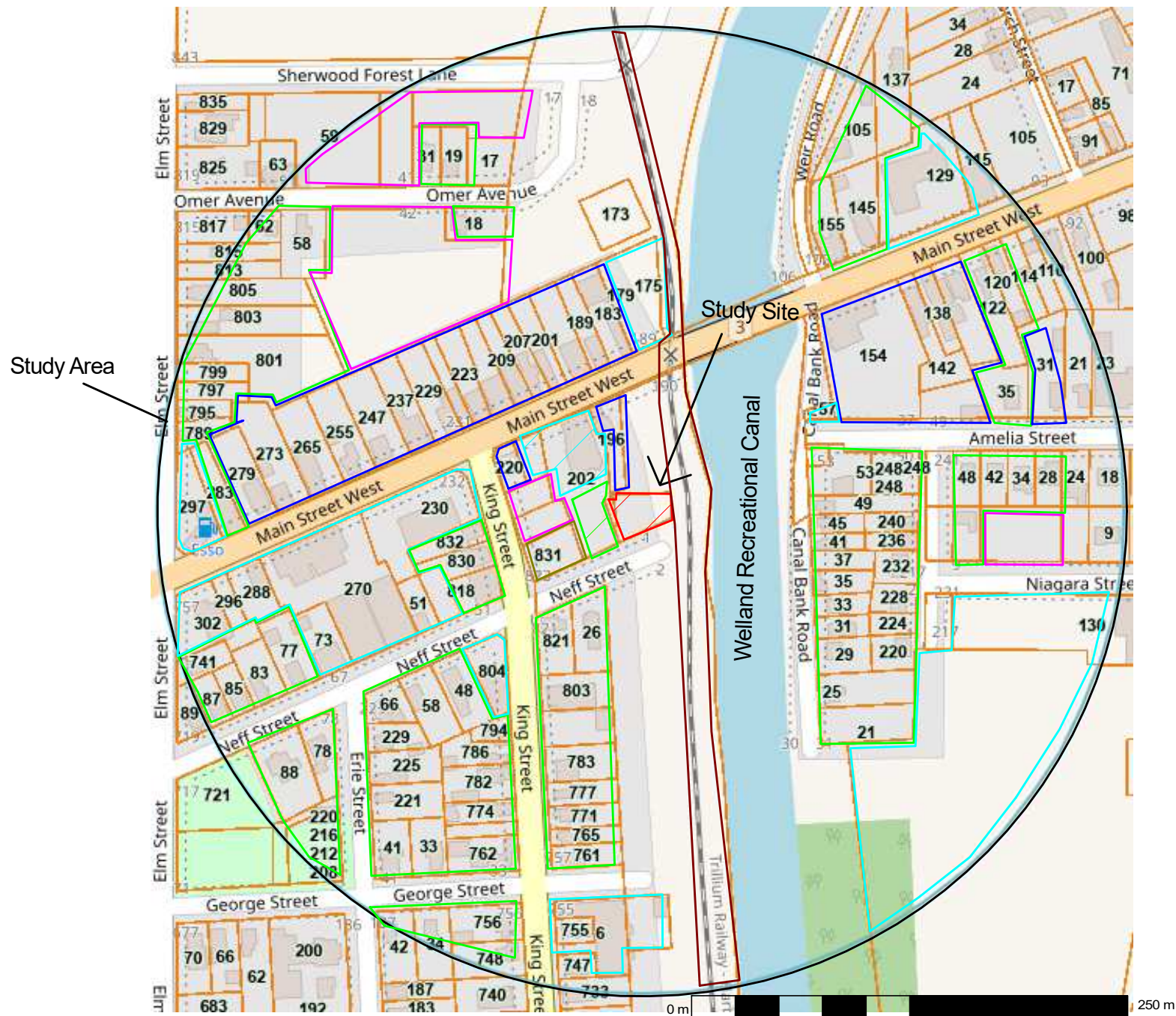
PCA#	Description	PCA#	Description
1	Acid and Alkali Manufacturing, Processing and Bulk Storage	31	Ink Manufacturing, Processing and Bulk Storage
2	Adhesives and Resins Manufacturing, Processing and Bulk Storage	32	Iron and Steel Manufacturing and Processing
3	Airstrips and Hangars Operation	33	Metal Treatment, Coating, Plating and Finishing
4	Antifreeze and De-icing Manufacturing and Bulk Storage	34	Metal Fabrication
5	Asphalt and Bitumen Manufacturing	35	Mining, Smelting and Refining; Ore Processing; Tailings Storage
6	Battery Manufacturing, Recycling and Bulk Storage	36	Oil Production
7	Boat Manufacturing	37	Operation of Dry-Cleaning Equipment (where chemicals are used)
8	Chemical Manufacturing, Processing and Bulk Storage	38	Ordinance Use
9	Coal Gasification	39	Paints Manufacturing, Processing and Bulk Storage
10	Commercial Autobody Shops	40	Pesticides (including Herbicides, Fungicides and Anti-Fouling Agents) Manufacturing, Processing, Bulk Storage and Large-Scale Applications
11	Commercial Trucking and Container Terminals	41	Petroleum-derived Gas Refining, Manufacturing, Processing and Bulk Storage
12	Concrete, Cement and Lime Manufacturing	42	Pharmaceutical Manufacturing and Processing
13	Cosmetics Manufacturing, Processing and Bulk Storage	43	Plastics (including Fibreglass) Manufacturing and Processing
14	Crude Oil Refining, Processing and Bulk Storage	44	Port Activities, including Operation and Maintenance of Wharves and Docks
15	Discharge of Brine related to oil and gas production	45	Pulp, Paper and Paperboard Manufacturing and Processing
16	Drum and Barrel and Tank Reconditioning and Recycling	46	Rail Yards, Tracks and Spurs
17	Dye Manufacturing, Processing and Bulk Storage	47	Rubber Manufacturing and Processing
18	Electricity Generation, Transformation and Power Stations	48	Salt Manufacturing, Processing and Bulk Storage
19	Electronic and Computer Equipment Manufacturing	49	Salvage Yard, including automobile wrecking
20	Explosives and Ammunition Manufacturing, Production and Bulk Storage	50	Soap and Detergent Manufacturing, Processing and Bulk Storage
21	Explosives and Firing Range	51	Solvent Manufacturing, Processing and Bulk Storage
22	Fertilizer Manufacturing, Processing and Bulk Storage	52	Storage, maintenance, fueling and repair of equipment, vehicles, and material used to maintain transportation systems
23	Fire Retardant Manufacturing, Processing and Bulk Storage	53	Tannery
24	Fire Training	54	Textile Manufacturing and Processing
25	Flocculants Manufacturing, Processing and Bulk Storage	55	Transformer Manufacturing, Processing and Use
26	Foam and Expanded Foam Manufacturing and Processing	56	Treatment of Sewage equal to or greater than 10,000 litres per day
27	Garages and Maintenance and Repair of Railcars, Marine Vehicles and Aviation Vehicles	57	Vehicles and Associated Parts Manufacturing
28	Gasoline and Associated Products Storage in Fixed Tanks	58	Waste Disposal and Waste Management, including thermal treatment, landfilling and transfer of waste, other than use of biosoils as soil conditioners
29	Glass Manufacturing	59	Wood Treating and Preservative Facility and Bulk Storage of Treated and Preserved Wood Products
30	Importation of Fill Material of Unknown Quality		

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- Figure 7: Delineation Average Soil Results



Legend

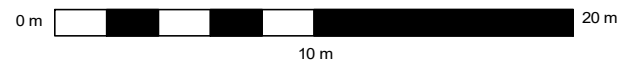
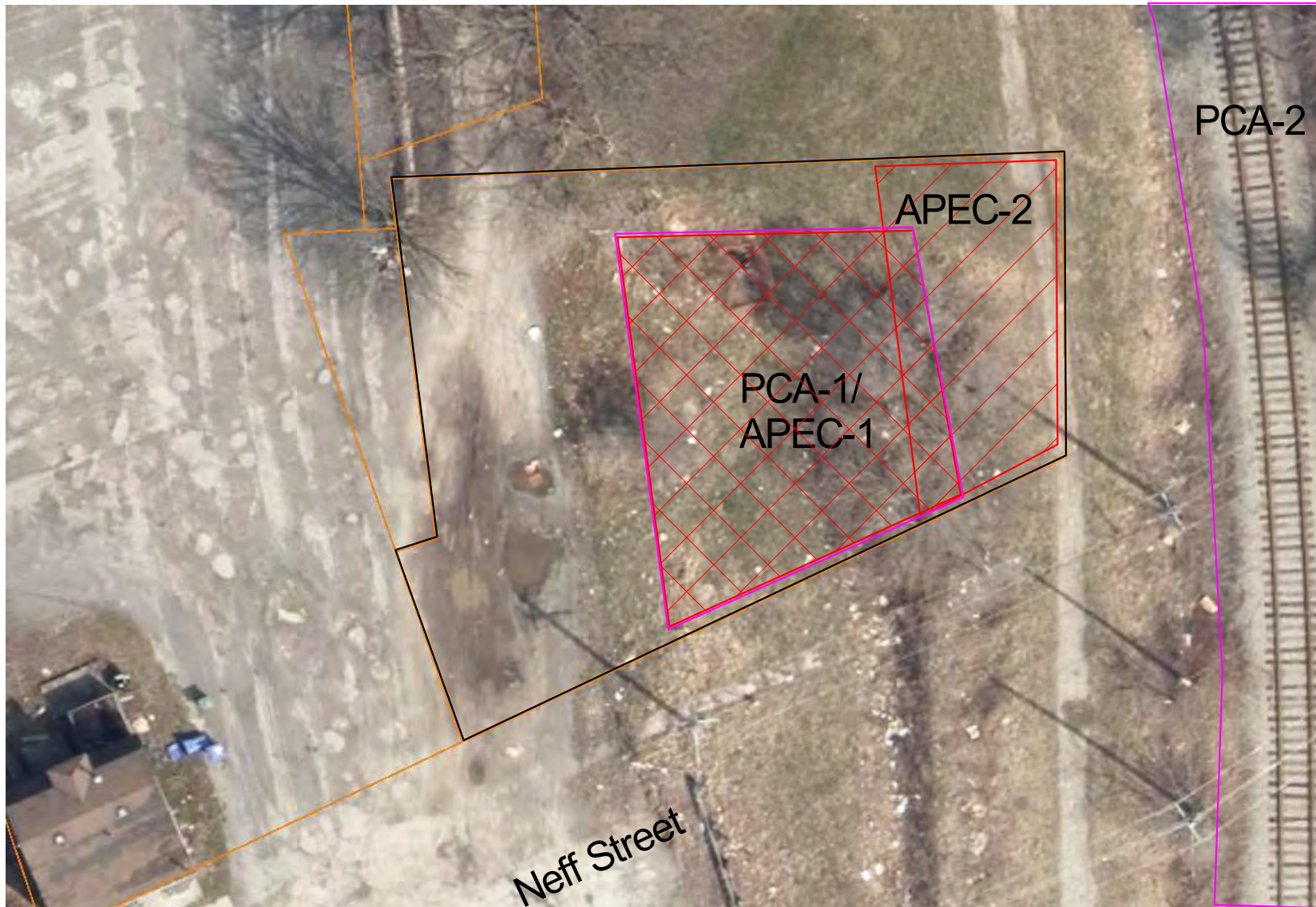
- Phase One Property
- Residential Land
- Mixed Commercial Residential Land
- Commercial Land
- Community/Park Land
- Vacant Land
- Industrial Land


Client
Grandstone Living Inc.


Project
Phase Two ESA
1 Neff Street,
Port Colborne, ON

Figure Name
Adjacent Land Use

Project E-21-11-2	Figure 1
Date May 2021	
Drafted: DN Reviewed: JG	







Legend

Phase One Property

PCA-#

PCA-1: Fill Material
PCA-2: Railway

APEC-#

APEC-1: Fill Material
APEC-2: Railway

Client
Glandstone Living Inc.

Project
Phase Two ESA
1 Neff Street,
Port Colborne, ON

Figure Name
Potentially Contaminating
Activities/
Areas of Potential
Environmental Concern

Project	E-21-11-2
Date	May 2021
Drafted: DN	
Reviewed: JG	

Figure

2



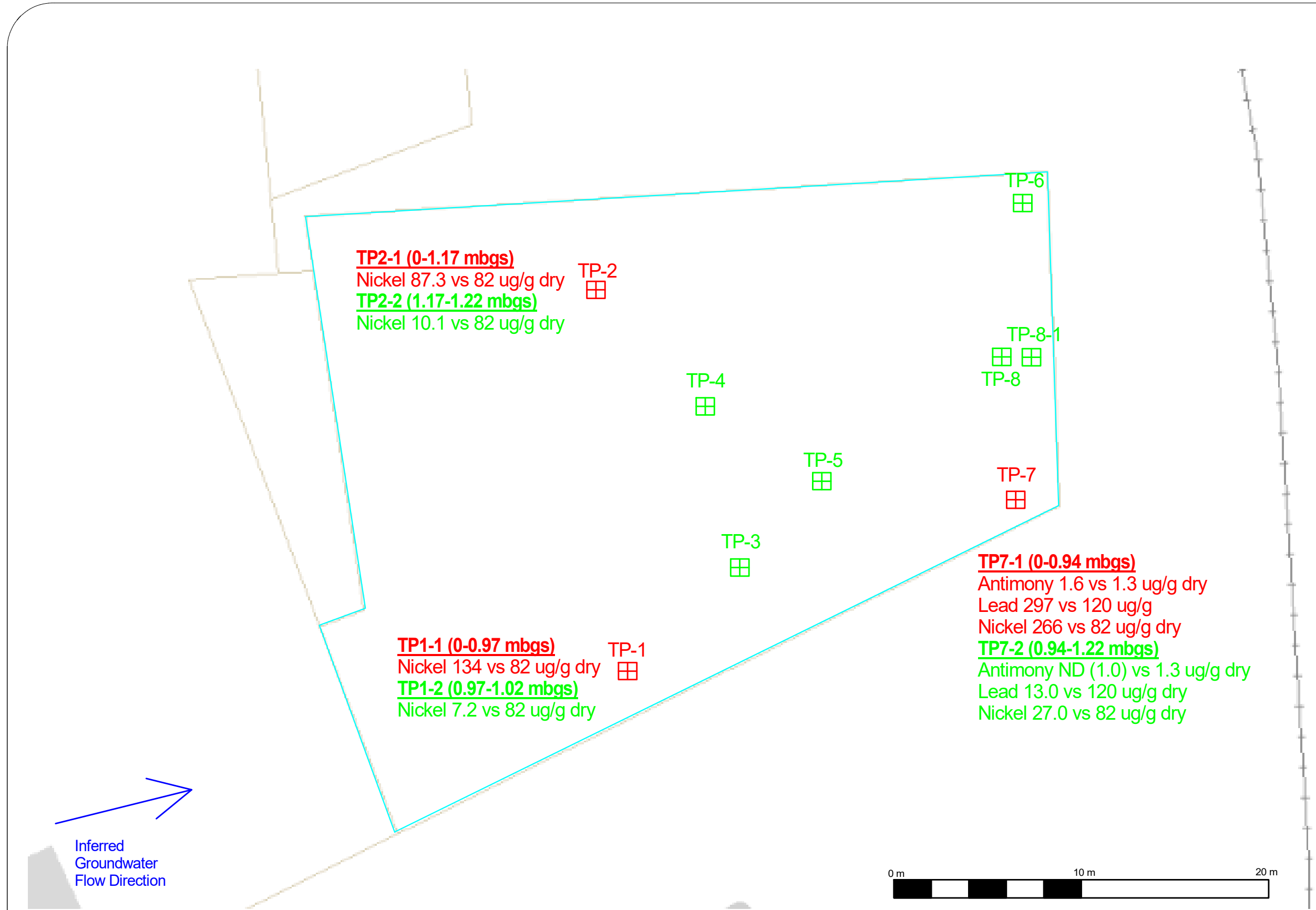
- Legend**
- Phase Two Property
 - Test Pit



Client
Grandstone Living Inc.

Project
Phase Two ESA
1 Neff Street,
Port Colborne, ON


Figure Name
Test Pit
Locations


Project E-21-11-2	Figure 3
Date May 2021	
Drafted: DN	
Reviewed: JG	





Legend

 Study Site

 Test Pit

Red exceeds Table 8 residential potable fine criteria

Green meets Table 8 residential potable fine criteria

Client
Grandstone Living Inc.

Project
Phase Two ESA
1 Neff Street,
Port Colborne, ON

Figure Name

Soil Results

Project E-21-11-2	Figure 4
Date May 2021	
Drafted: DN	
Reviewed: JG	



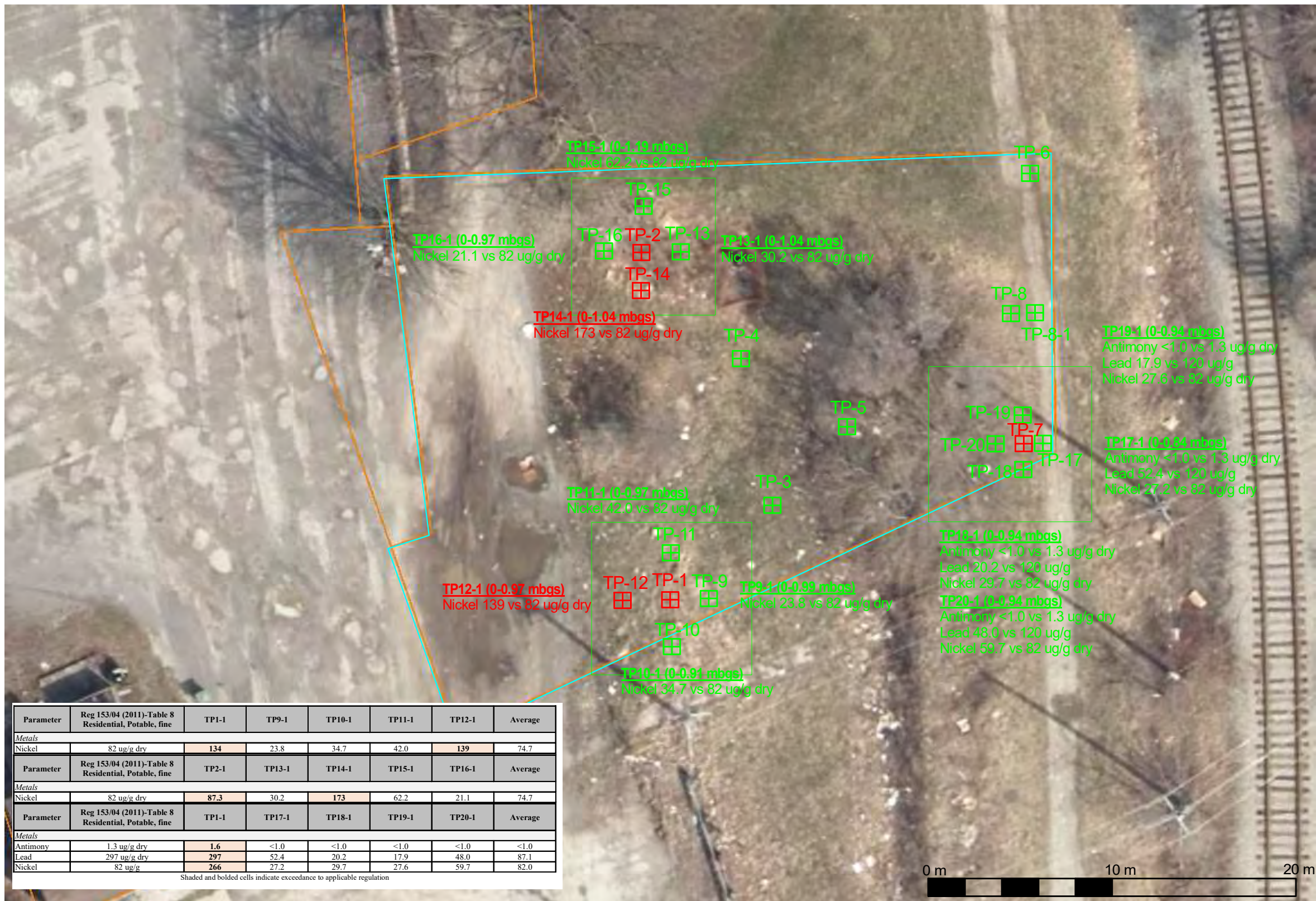
- Legend**
- Phase Two Property
 - Delineation Test Pit Locations
 - Original Test Pit Locations

Client
Grandstone Living Inc.

Project
Phase Two ESA
1 Neff Street,
Port Colborne, ON

Figure Name
Delineation
Test Pit
Locations

Project E-21-11-2	Figure 5
Date May 2021	
Drafted: DN Reviewed: JG	



Parameter	Reg 153/04 (2011)-Table 8 Residential, Potable, fine	TP1-1	TP9-1	TP10-1	TP11-1	TP12-1	Average
<i>Metals</i>							
Nickel	82 ug/g dry	134	23.8	34.7	42.0	139	74.7
Parameter	Reg 153/04 (2011)-Table 8 Residential, Potable, fine	TP2-1	TP13-1	TP14-1	TP15-1	TP16-1	Average
<i>Metals</i>							
Nickel	82 ug/g dry	87.3	30.2	173	62.2	21.1	74.7
Parameter	Reg 153/04 (2011)-Table 8 Residential, Potable, fine	TP1-1	TP17-1	TP18-1	TP19-1	TP20-1	Average
<i>Metals</i>							
Antimony	1.3 ug/g dry	1.6	<1.0	<1.0	<1.0	<1.0	<1.0
Lead	297 ug/g dry	297	52.4	20.2	17.9	48.0	87.1
Nickel	82 ug/g	266	27.2	29.7	27.6	59.7	82.0

Shaded and bolded cells indicate exceedance to applicable regulation



- Legend**
- Study Site
 - Test Pit
 - Averaged Test Pits

Red exceeds Table 8
residential potable
fine criteria
Green meets Table 8
residential potable
fine criteria

Client
Glandstone Living
Inc.

Project
Phase Two ESA
1 Neff Street,
Port Colborne, ON

Figure Name
Delineation
Average Soil Results

Project
E-21-11-2
Date
May 2021
Drafted: DN
Reviewed: JG

Figure
6



- Legend**
- Study Site
 - Test Pit
 - A - A'
 - B - B'

Client

Grandstone Living Inc.

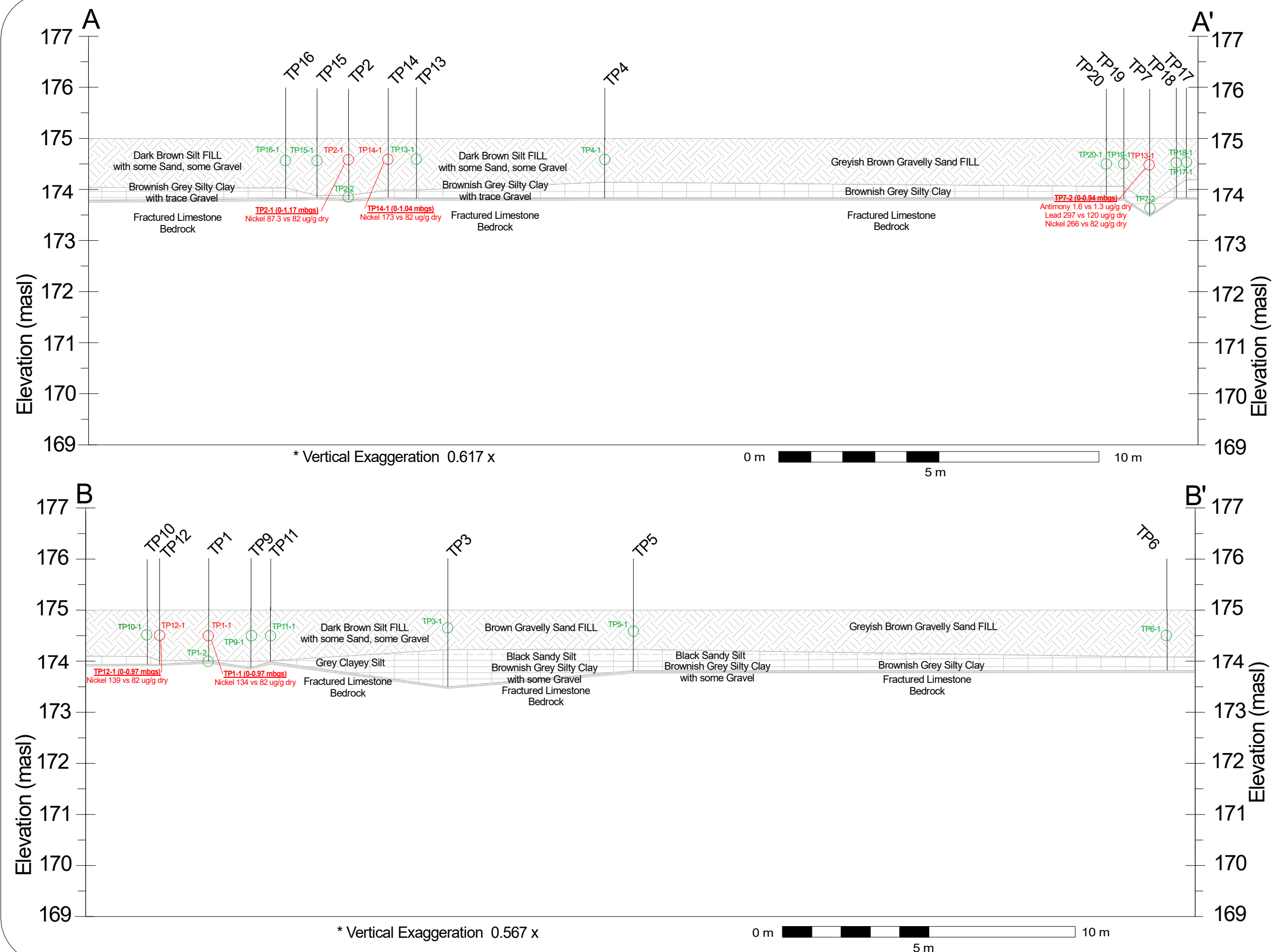
Project

Phase Two ESA
1 Neff Street,
Port Colborne, ON

Figure Name

Study Site Cross
Section Locations
(A-A', B-B')

Project E-21-11-2	Figure 7a
Date May 2021	
Drafted: DN	
Reviewed: JG	



A-A' B-B'

LEGEND

- Interpreted Groundwater Level
- Asphalt
- Sand
- Silt
- Clay
- Fill
- Limestone
- Soil Sample Location

ND () = No Detection

* Green indicates sample meets Table 8, Res, Potable, fine criteria

* Red indicates sample exceeds Table 8, Res, Potable, fine, criteria

CLIENT:

Grandstone Living Inc.

PROJECT:

Phase Two ESA
1 Neff Street,
Port Colborne, ON

FIGURE NAME:

Cross Sections:
A - A' and B - B'

PROJECT:	E-21-11-2	7b
DATE:	May 2021	
Drafted: DN Reviewed: JG		

Appendix A:

Field Logs

TEST PIT LOG

HALLEX ENVIRONMENTAL LTD

Project #: E-21-11-2		Client: Grandstone Living Inc.	Location: 1 Neff Street, Port Colborne, ON	Date: April 28, 2021	
Test Pit #	Depth (m)	Description	Sample #	Lab	
TP#: 1	0-0.97	Dark Brown Silt FILL with some sand, some gravel, moist, soft, no odour	TP1-1	PHCs/BTEX	
				PAHs, Metals,	
				Grain Size	
	0.97-1.02	Grey Clayey Silt with trace gravel, moist soft no odour	TP1-2	Nickel (Metals)	
	1.03	Fractured Limestone Bedrock			
TP#: 2	0-1.17	Dark Brown Silt FILL with some sand, some gravel, moist, soft, no odour	TP2-1	PHCs/BTEX	
				PAHs, Metals,	
	1.17-1.22	Grey Clayey Silt with trace gravel, moist soft no odour	TP2-2	Nickel (Metals)	
	1.23	Fractured Limestone Bedrock			
TP#: 3	0-0.74	Brown Gravelly Sand FILL, moist, soft, no odour	TP3-1	PHCs/BTEX	
				PAHs, Metals,	
	0.74-0.97	Black Sandy Silt NATIVE, with trace clay, some gravel soft, moist, no odour	TP3-2		
	0.97-1.50	Grey Clayey Silt within fractured limestone bedrock, soft, moist, no odour			
	1.51	Fractured Limestone Bedrock			
TP#: 4	0-0.79	Greyish Brown Gravelly Sand FILL, moist, soft, no odour	TP4-1	PHCs/BTEX	
				PAHs, Metals,	
	0.79-0.84	Black Sandy Silt NATIVE, with trace clay, some gravel soft, moist, no odour	TP4-2		
	0.84-1.17	Grey Clayey Silt with some gravel, within fractured bedrock, soft, moist, no odour			
	1.18	Fractured Limestone Bedrock			
TP#: 5	0-0.76	Greyish Brown Gravelly Sand FILL, moist, soft, no odour	TP5-1	PHCs/BTEX	
				PAHs, Metals,	
	0.76-0.99	Black Sandy Silt NATIVE, with trace clay, some gravel soft, moist, no odour	TP5-2		
	0.99-1.17	Grey Clayey Silt with some gravel, within fractured bedrock, soft, moist, no odour			
	1.18	Fractured Limestone Bedrock			
TP#: 6	0-0.91	Blackish Grey Gravelly Sand FILL with pieces of fractured limestone, moist, soft, no odour	TP6-1	PHCs/BTEX	
				PAHs, Metals,	
				pH/SAR/EC	
	0.91-1.22	Brownish Grey Silty Clay, soft, moist, no odour	TP6-2		
	1.23	Fractured Limestone Bedrock			
TP#: 7	0-1.22	Blackish Grey Gravelly Sand FILL with pieces of fractured limestone, moist, soft, no odour	TP7-1	PHCs/BTEX	
				PAHs, Metals,	
				pH/SAR/EC	
				Grain Size	
	1.22-1.57	Brownish Grey Silty Clay with trace sand, soft, moist, no odour	TP7-2	Antimony, Lead	
	1.58	Fractured Limestone Bedrock		Nickel (Metals)	

TEST PIT LOG

HALLEX ENVIRONMENTAL LTD

Project #: E-21-11-2		Client: Grandstone Living Inc.	Location: 1 Neff Street, Port Colborne, ON	Date: April 28, 2021	
Test Pit #	Depth (m)	Description	Sample #	Lab	
TP#: 8	0-1.22	Grey Gravelly Sand FILL with pieces of fractured limestone, moist, soft, no odour	TP8-1	PHCs/BTEX	
				PAHs, Metals, pH/SAR/EC	
	1.22-1.63	Brown Silt with some Clay, some Sand, moist, soft, no odour	TP8-2		
	1.64	Fractured Bedrock Limestone			
TP#: 8-1	0.43-0.86	Orangish Black Gravelly Sand FILL with pieces of fractured limestone, moist, soft, no odour	TP8-1	PHCs/BTEX	
				PAHs, Metals, pH/SAR/EC	

TEST PIT LOG

HALLEX ENVIRONMENTAL LTD

Project #: E-21-11-2		Client: Grandstone Living Inc.	Location: 1 Neff Street, Port Colborne, ON	Date: May 12, 2021	
Test Pit #	Depth (m)	Description	Sample #	Lab	
TP#: 9	0-0.99	Dark Brown Silt FILL with some sand, some gravel, moist, soft, no odour	TP9-1	Nickel (Metals)	
	0.99-1.12	Grey Clayey Silt with trace gravel, moist, soft, no odour	TP9-2		
	1.13	Fractured Limestone Bedrock			
TP#: 10	0-0.58	Grey Granular FILL, dry, soft, no odour			
	0.58-0.91	Dark Brown Silt FILL with some sand, some gravel, moist, soft, no odour	TP10-1	Nickel (Metals)	
	0.91-1.04	Grey Clayey Silt with trace gravel, moist, soft, no odour	TP10-2		
	1.05	Fractured Limestone Bedrock			
TP#: 11	0-0.97	Dark Brown Silt FILL with some sand, some gravel, moist, soft, no odour	TP11-1	Nickel (Metals)	
	0.97-0.99	Grey Clayey Silt with trace gravel, moist, soft, no odour	TP11-2		
	1.00	Fractured Limestone Bedrock			
TP#: 12	0-0.97	Dark Brown Silt FILL with some sand, some gravel, moist, soft, no odour	TP12-1	Nickel (Metals)	
	0.97-1.09	Grey Clayey Silt with trace gravel, moist, soft, no odour	TP12-2		
	1.10	Fractured Limestone Bedrock			
TP#: 13	0-1.02	Dark Brown Silt FILL with some sand, some gravel, moist, soft, no odour	TP13-1	Nickel (Metals)	
	1.02-1.22	Grey Clayey Silt with trace gravel, moist, soft, no odour	TP13-2		
	1.23	Fractured Limestone Bedrock			
TP#: 14	0-1.04	Dark Brown Silt FILL with some sand, some gravel, moist, soft, no odour	TP14-1	Nickel (Metals)	
	1.04-1.17	Grey Clayey Silt with trace gravel, moist, soft, no odour	TP14-2		
	1.18	Fractured Limestone Bedrock			
TP#: 15	0-1.19	Dark Brown Silt FILL with some sand, some gravel, moist, soft, no odour	TP15-1	Nickel (Metals)	
	1.19-1.22	Grey Clayey Silt with trace gravel, moist, soft, no odour	TP15-2		
	1.23	Fractured Limestone Bedrock			

TEST PIT LOG

HALLEX ENVIRONMENTAL LTD

Project #: E-21-11-2		Client: Grandstone Living Inc.	Location: 1 Neff Street, Port Colborne, ON	Date: May 12, 2021	
Test Pit #	Depth (m)	Description	Sample #	Lab	
TP#: 16	0-0.97	Dark Brown Silt FILL with some sand, some gravel, moist, soft, no odour	TP16-1	Nickel (Metals)	
	0.97-1.22	Grey Clayey Silt with trace gravel, moist, soft, no odour	TP16-2		
	1.23	Fractured Limestone Bedrock			
TP#: 17	0-0.83	Blackish Grey Gravelly Sand FILL with pieces of fractured limestone, moist, soft, no odour	TP17-1	Antimony, Lead Nickel (Metals)	
	0.83-1.22	Brownish Grey Silty Clay with trace sand, soft, moist, no odour	TP17-2		
	1.23	Fractured Limestone Bedrock			
TP#: 18	0-0.94	Blackish Grey Gravelly Sand FILL with pieces of fractured limestone, moist, soft, no odour	TP18-1	Antimony, Lead Nickel (Metals)	
	0.94-1.22	Brownish Grey Silty Clay with trace sand, soft, moist, no odour	TP18-2		
	1.23	Fractured Limestone Bedrock			
TP#: 19	0-0.94	Blackish Grey Gravelly Sand FILL with pieces of fractured limestone, moist, soft, no odour	TP19-1	Antimony, Lead Nickel (Metals)	
	0.94-1.22	Brownish Grey Silty Clay with trace sand, soft, moist, no odour	TP19-2		
	1.23	Fractured Limestone Bedrock			
TP#: 20	0-0.94	Blackish Grey Gravelly Sand FILL with pieces of fractured limestone, moist, soft, no odour	TP20-1	Antimony, Lead Nickel (Metals)	
	0.94-1.22	Brownish Grey Silty Clay with trace sand, soft, moist, no odour	TP20-2		
	1.23	Fractured Limestone Bedrock			

Appendix B:
Laboratory Analytical Reports

Certificate of Analysis

Hallex Environmental Ltd.

4999 Victoria Ave
Niagara Falls, ON L2E 4C9
Attn: Kevin Christian

Client PO:
Project: E-21-11-2
Custody: 131350

Report Date: 5-May-2021
Order Date: 29-Apr-2021

Order #: 2118401

This Certificate of Analysis contains analytical data applicable to the following samples as submitted:

Paracel ID	Client ID
2118401-01	TP1-1
2118401-02	TP2-1
2118401-03	TP3-1
2118401-04	TP4-1
2118401-05	TP5-1
2118401-06	TP6-1
2118401-07	TP7-1
2118401-08	TP8-1
2118401-09	TP8-1-1

Approved By:



Alex Enfield, MSc
Lab Manager

Certificate of Analysis

Report Date: 05-May-2021

Client: Hallex Environmental Ltd.

Order Date: 29-Apr-2021

Client PO:

Project Description: E-21-11-2

Analysis Summary Table

Analysis	Method Reference/Description	Extraction Date	Analysis Date
BTEX by P&T GC-MS	EPA 8260 - P&T GC-MS	30-Apr-21	3-May-21
Conductivity	MOE E3138 - probe @25 °C, water ext	4-May-21	5-May-21
PHC F1	CWS Tier 1 - P&T GC-FID	30-Apr-21	3-May-21
PHCs F2 to F4	CWS Tier 1 - GC-FID, extraction	3-May-21	4-May-21
REG 153: Metals by ICP/MS, soil	EPA 6020 - Digestion - ICP-MS	4-May-21	4-May-21
REG 153: PAHs by GC-MS	EPA 8270 - GC-MS, extraction	3-May-21	4-May-21
REG 153: pH, soil	EPA 150.1 - pH probe @ 25 °C, CaCl buffered ext.	4-May-21	5-May-21
SAR	Calculated	4-May-21	5-May-21
Solids, %	Gravimetric, calculation	4-May-21	5-May-21
Texture - Coarse Med/Fine	Based on ASTM D2487	30-Apr-21	3-May-21

Certificate of Analysis

Report Date: 05-May-2021

Client: Hallex Environmental Ltd.

Order Date: 29-Apr-2021

Client PO:

Project Description: E-21-11-2

Client ID:	TP1-1	TP2-1	TP3-1	TP4-1
Sample Date:	29-Apr-21 09:00	29-Apr-21 09:00	29-Apr-21 09:00	29-Apr-21 09:00
Sample ID:	2118401-01	2118401-02	2118401-03	2118401-04
MDL/Units	Soil	Soil	Soil	Soil

Physical Characteristics

% Solids	0.1 % by Wt.	83.7	88.5	79.9	92.3
>75 um	0.1 %	34.6	-	-	-
<75 um	0.1 %	65.4	-	-	-
Texture	0.1 %	Med/Fine	-	-	-

Metals

Antimony	1.0 ug/g dry	<1.0	<1.0	<1.0	<1.0
Arsenic	1.0 ug/g dry	5.4	8.0	1.9	1.8
Barium	1.0 ug/g dry	82.9	56.6	76.5	44.9
Beryllium	0.5 ug/g dry	0.8	0.5	0.7	<0.5
Boron	5.0 ug/g dry	14.4	12.8	11.1	9.8
Cadmium	0.5 ug/g dry	1.1	0.6	<0.5	<0.5
Chromium	5.0 ug/g dry	23.9	16.3	18.5	13.4
Cobalt	1.0 ug/g dry	7.0	5.8	4.8	4.6
Copper	5.0 ug/g dry	33.9	26.9	17.0	16.5
Lead	1.0 ug/g dry	45.8	51.0	19.5	37.6
Molybdenum	1.0 ug/g dry	<1.0	<1.0	<1.0	<1.0
Nickel	5.0 ug/g dry	134	87.3	17.0	23.8
Selenium	1.0 ug/g dry	<1.0	<1.0	<1.0	<1.0
Silver	0.3 ug/g dry	0.3	<0.3	<0.3	<0.3
Thallium	1.0 ug/g dry	<1.0	<1.0	<1.0	<1.0
Uranium	1.0 ug/g dry	1.4	<1.0	<1.0	<1.0
Vanadium	10.0 ug/g dry	27.6	20.8	23.1	19.9
Zinc	20.0 ug/g dry	91.2	95.7	47.1	55.1

Volatiles

Benzene	0.02 ug/g dry	<0.02	<0.02	<0.02	<0.02
Ethylbenzene	0.05 ug/g dry	<0.05	<0.05	<0.05	<0.05
Toluene	0.05 ug/g dry	<0.05	<0.05	<0.05	<0.05
m,p-Xylenes	0.05 ug/g dry	<0.05	<0.05	<0.05	<0.05
o-Xylene	0.05 ug/g dry	<0.05	<0.05	<0.05	<0.05
Xylenes, total	0.05 ug/g dry	<0.05	<0.05	<0.05	<0.05
Toluene-d8	Surrogate	109%	109%	109%	109%

Hydrocarbons

F1 PHCs (C6-C10)	7 ug/g dry	<7	<7	<7	<7
F2 PHCs (C10-C16)	4 ug/g dry	<4	<4	<4	<4
F3 PHCs (C16-C34)	8 ug/g dry	<8	<8	23	<8

Certificate of Analysis

Report Date: 05-May-2021

Client: Hallex Environmental Ltd.

Order Date: 29-Apr-2021

Client PO:

Project Description: E-21-11-2

	Client ID:	TP1-1	TP2-1	TP3-1	TP4-1
	Sample Date:	29-Apr-21 09:00	29-Apr-21 09:00	29-Apr-21 09:00	29-Apr-21 09:00
	Sample ID:	2118401-01	2118401-02	2118401-03	2118401-04
	MDL/Units	Soil	Soil	Soil	Soil
F4 PHCs (C34-C50)	6 ug/g dry	<6	<6	<6	<6

Semi-Volatiles

Acenaphthene	0.02 ug/g dry	<0.02	<0.02	<0.02	<0.02
Acenaphthylene	0.02 ug/g dry	0.06	<0.02	<0.02	<0.02
Anthracene	0.02 ug/g dry	0.03	<0.02	<0.02	<0.02
Benzo [a] anthracene	0.02 ug/g dry	0.16	<0.02	<0.02	<0.02
Benzo [a] pyrene	0.02 ug/g dry	0.15	<0.02	<0.02	<0.02
Benzo [b] fluoranthene	0.02 ug/g dry	0.14	<0.02	<0.02	<0.02
Benzo [g,h,i] perylene	0.02 ug/g dry	0.10	<0.02	<0.02	<0.02
Benzo [k] fluoranthene	0.02 ug/g dry	0.06	<0.02	<0.02	<0.02
Chrysene	0.02 ug/g dry	0.13	<0.02	<0.02	<0.02
Dibenzo [a,h] anthracene	0.02 ug/g dry	0.03	<0.02	<0.02	<0.02
Fluoranthene	0.02 ug/g dry	0.19	<0.02	<0.02	<0.02
Fluorene	0.02 ug/g dry	<0.02	<0.02	<0.02	<0.02
Indeno [1,2,3-cd] pyrene	0.02 ug/g dry	0.10	<0.02	<0.02	<0.02
1-Methylnaphthalene	0.02 ug/g dry	<0.02	<0.02	<0.02	<0.02
2-Methylnaphthalene	0.02 ug/g dry	<0.02	<0.02	<0.02	<0.02
Methylnaphthalene (1&2)	0.03 ug/g dry	<0.03	<0.03	<0.03	<0.03
Naphthalene	0.01 ug/g dry	<0.01	<0.01	<0.01	<0.01
Phenanthrene	0.02 ug/g dry	0.04	<0.02	<0.02	<0.02
Pyrene	0.02 ug/g dry	0.16	<0.02	<0.02	<0.02
2-Fluorobiphenyl	Surrogate	75.8%	71.3%	69.9%	74.2%
Terphenyl-d14	Surrogate	71.9%	70.3%	69.8%	73.8%

Certificate of Analysis

Report Date: 05-May-2021

Client: Hallex Environmental Ltd.

Order Date: 29-Apr-2021

Client PO:

Project Description: E-21-11-2

Client ID:	TP5-1	TP6-1	TP7-1	TP8-1
Sample Date:	29-Apr-21 09:00	29-Apr-21 09:00	29-Apr-21 09:00	29-Apr-21 09:00
Sample ID:	2118401-05	2118401-06	2118401-07	2118401-08
MDL/Units	Soil	Soil	Soil	Soil

Physical Characteristics

% Solids	0.1 % by Wt.	86.6	84.7	82.1	85.2
>75 um	0.1 %	-	-	31.1	-
<75 um	0.1 %	-	-	68.9	-
Texture	0.1 %	-	-	Med/Fine	-

General Inorganics

SAR	0.01 N/A	-	0.12	0.09	0.08
Conductivity	5 uS/cm	-	279	318	217
pH	0.05 pH Units	-	7.52	7.34	7.35

Metals

Antimony	1.0 ug/g dry	<1.0	<1.0	1.6	1.1
Arsenic	1.0 ug/g dry	2.4	3.6	7.0	4.0
Barium	1.0 ug/g dry	79.0	78.3	203	117
Beryllium	0.5 ug/g dry	0.7	0.9	1.0	0.9
Boron	5.0 ug/g dry	22.3	17.3	11.6	13.6
Cadmium	0.5 ug/g dry	<0.5	0.6	1.0	<0.5
Chromium	5.0 ug/g dry	21.6	23.9	30.2	25.5
Cobalt	1.0 ug/g dry	4.5	6.6	13.3	8.1
Copper	5.0 ug/g dry	14.2	26.5	56.8	35.2
Lead	1.0 ug/g dry	88.6	40.8	297	104
Molybdenum	1.0 ug/g dry	<1.0	<1.0	<1.0	<1.0
Nickel	5.0 ug/g dry	18.9	60.8	266	62.7
Selenium	1.0 ug/g dry	<1.0	<1.0	<1.0	<1.0
Silver	0.3 ug/g dry	<0.3	<0.3	0.4	<0.3
Thallium	1.0 ug/g dry	<1.0	<1.0	<1.0	<1.0
Uranium	1.0 ug/g dry	1.1	1.3	1.1	1.3
Vanadium	10.0 ug/g dry	28.8	30.0	33.4	30.5
Zinc	20.0 ug/g dry	75.7	66.1	234	111

Volatiles

Benzene	0.02 ug/g dry	<0.02	<0.02	<0.02	<0.02
Ethylbenzene	0.05 ug/g dry	<0.05	<0.05	<0.05	<0.05
Toluene	0.05 ug/g dry	<0.05	<0.05	<0.05	<0.05
m,p-Xylenes	0.05 ug/g dry	<0.05	<0.05	<0.05	<0.05
o-Xylene	0.05 ug/g dry	<0.05	<0.05	<0.05	<0.05
Xylenes, total	0.05 ug/g dry	<0.05	<0.05	<0.05	<0.05
Toluene-d8	Surrogate	109%	109%	109%	108%

Certificate of Analysis

Report Date: 05-May-2021

Client: Hallex Environmental Ltd.

Order Date: 29-Apr-2021

Client PO:

Project Description: E-21-11-2

	Client ID:	TP5-1	TP6-1	TP7-1	TP8-1
	Sample Date:	29-Apr-21 09:00	29-Apr-21 09:00	29-Apr-21 09:00	29-Apr-21 09:00
	Sample ID:	2118401-05	2118401-06	2118401-07	2118401-08
	MDL/Units	Soil	Soil	Soil	Soil
Hydrocarbons					
F1 PHCs (C6-C10)	7 ug/g dry	<7	<7	<7	<7
F2 PHCs (C10-C16)	4 ug/g dry	<4	<4	<4	<4
F3 PHCs (C16-C34)	8 ug/g dry	9	<8	18	16
F4 PHCs (C34-C50)	6 ug/g dry	<6	<6	<6	<6
Semi-Volatiles					
Acenaphthene	0.02 ug/g dry	<0.02	<0.02	<0.02	<0.02
Acenaphthylene	0.02 ug/g dry	<0.02	<0.02	0.03	<0.02
Anthracene	0.02 ug/g dry	<0.02	<0.02	<0.02	<0.02
Benzo [a] anthracene	0.02 ug/g dry	0.02	0.02	0.09	0.13
Benzo [a] pyrene	0.02 ug/g dry	<0.02	0.02	0.09	0.10
Benzo [b] fluoranthene	0.02 ug/g dry	0.02	0.02	0.08	0.09
Benzo [g,h,i] perylene	0.02 ug/g dry	<0.02	<0.02	0.06	0.07
Benzo [k] fluoranthene	0.02 ug/g dry	<0.02	<0.02	0.04	0.04
Chrysene	0.02 ug/g dry	<0.02	0.02	0.07	0.09
Dibenzo [a,h] anthracene	0.02 ug/g dry	<0.02	<0.02	<0.02	<0.02
Fluoranthene	0.02 ug/g dry	0.03	0.03	0.12	0.15
Fluorene	0.02 ug/g dry	<0.02	<0.02	<0.02	<0.02
Indeno [1,2,3-cd] pyrene	0.02 ug/g dry	<0.02	<0.02	0.06	0.07
1-Methylnaphthalene	0.02 ug/g dry	<0.02	<0.02	<0.02	<0.02
2-Methylnaphthalene	0.02 ug/g dry	<0.02	<0.02	<0.02	<0.02
Methylnaphthalene (1&2)	0.03 ug/g dry	<0.03	<0.03	<0.03	<0.03
Naphthalene	0.01 ug/g dry	<0.01	<0.01	<0.01	<0.01
Phenanthrene	0.02 ug/g dry	<0.02	<0.02	0.05	0.05
Pyrene	0.02 ug/g dry	0.02	0.03	0.09	0.12
2-Fluorobiphenyl	Surrogate	69.9%	66.5%	74.8%	71.9%
Terphenyl-d14	Surrogate	69.7%	69.3%	71.2%	69.1%

Certificate of Analysis

Report Date: 05-May-2021

Client: Hallex Environmental Ltd.

Order Date: 29-Apr-2021

Client PO:

Project Description: E-21-11-2

Client ID:	TP8-1-1	-	-	-
Sample Date:	29-Apr-21 09:00	-	-	-
Sample ID:	2118401-09	-	-	-
MDL/Units	Soil	-	-	-

Physical Characteristics

% Solids	0.1 % by Wt.	79.8	-	-	-
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General Inorganics

SAR	0.01 N/A	0.08	-	-	-
Conductivity	5 uS/cm	215	-	-	-
pH	0.05 pH Units	7.14	-	-	-

Metals

Antimony	1.0 ug/g dry	<1.0	-	-	-
Arsenic	1.0 ug/g dry	8.6	-	-	-
Barium	1.0 ug/g dry	134	-	-	-
Beryllium	0.5 ug/g dry	0.6	-	-	-
Boron	5.0 ug/g dry	11.8	-	-	-
Cadmium	0.5 ug/g dry	<0.5	-	-	-
Chromium	5.0 ug/g dry	20.5	-	-	-
Cobalt	1.0 ug/g dry	7.4	-	-	-
Copper	5.0 ug/g dry	36.8	-	-	-
Lead	1.0 ug/g dry	104	-	-	-
Molybdenum	1.0 ug/g dry	<1.0	-	-	-
Nickel	5.0 ug/g dry	54.6	-	-	-
Selenium	1.0 ug/g dry	<1.0	-	-	-
Silver	0.3 ug/g dry	<0.3	-	-	-
Thallium	1.0 ug/g dry	<1.0	-	-	-
Uranium	1.0 ug/g dry	1.1	-	-	-
Vanadium	10.0 ug/g dry	26.4	-	-	-
Zinc	20.0 ug/g dry	82.0	-	-	-

Volatiles

Benzene	0.02 ug/g dry	<0.02	-	-	-
Ethylbenzene	0.05 ug/g dry	<0.05	-	-	-
Toluene	0.05 ug/g dry	<0.05	-	-	-
m,p-Xylenes	0.05 ug/g dry	<0.05	-	-	-
o-Xylene	0.05 ug/g dry	<0.05	-	-	-
Xylenes, total	0.05 ug/g dry	<0.05	-	-	-
Toluene-d8	Surrogate	108%	-	-	-

Hydrocarbons

F1 PHCs (C6-C10)	7 ug/g dry	<7	-	-	-
F2 PHCs (C10-C16)	4 ug/g dry	<4	-	-	-

Certificate of Analysis

Report Date: 05-May-2021

Client: Hallex Environmental Ltd.

Order Date: 29-Apr-2021

Client PO:

Project Description: E-21-11-2

	Client ID:	TP8-1-1	-	-	-
	Sample Date:	29-Apr-21 09:00	-	-	-
	Sample ID:	2118401-09	-	-	-
	MDL/Units	Soil	-	-	-
F3 PHCs (C16-C34)	8 ug/g dry	<8	-	-	-
F4 PHCs (C34-C50)	6 ug/g dry	<6	-	-	-

Semi-Volatiles

Acenaphthene	0.02 ug/g dry	<0.02	-	-	-
Acenaphthylene	0.02 ug/g dry	<0.02	-	-	-
Anthracene	0.02 ug/g dry	<0.02	-	-	-
Benzo [a] anthracene	0.02 ug/g dry	0.04	-	-	-
Benzo [a] pyrene	0.02 ug/g dry	0.03	-	-	-
Benzo [b] fluoranthene	0.02 ug/g dry	0.03	-	-	-
Benzo [g,h,i] perylene	0.02 ug/g dry	<0.02	-	-	-
Benzo [k] fluoranthene	0.02 ug/g dry	<0.02	-	-	-
Chrysene	0.02 ug/g dry	0.03	-	-	-
Dibenzo [a,h] anthracene	0.02 ug/g dry	<0.02	-	-	-
Fluoranthene	0.02 ug/g dry	0.06	-	-	-
Fluorene	0.02 ug/g dry	<0.02	-	-	-
Indeno [1,2,3-cd] pyrene	0.02 ug/g dry	0.02	-	-	-
1-Methylnaphthalene	0.02 ug/g dry	<0.02	-	-	-
2-Methylnaphthalene	0.02 ug/g dry	<0.02	-	-	-
Methylnaphthalene (1&2)	0.03 ug/g dry	<0.03	-	-	-
Naphthalene	0.01 ug/g dry	<0.01	-	-	-
Phenanthrene	0.02 ug/g dry	<0.02	-	-	-
Pyrene	0.02 ug/g dry	0.05	-	-	-
2-Fluorobiphenyl	Surrogate	65.2%	-	-	-
Terphenyl-d14	Surrogate	68.0%	-	-	-

Certificate of Analysis

Report Date: 05-May-2021

Client: Hallex Environmental Ltd.

Order Date: 29-Apr-2021

Client PO:

Project Description: E-21-11-2

Method Quality Control: Blank

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
General Inorganics									
Conductivity	ND	5	uS/cm						
Hydrocarbons									
F1 PHCs (C6-C10)	ND	7	ug/g						
F2 PHCs (C10-C16)	ND	4	ug/g						
F3 PHCs (C16-C34)	ND	8	ug/g						
F4 PHCs (C34-C50)	ND	6	ug/g						
Metals									
Antimony	ND	1.0	ug/g						
Arsenic	ND	1.0	ug/g						
Barium	ND	1.0	ug/g						
Beryllium	ND	0.5	ug/g						
Boron	ND	5.0	ug/g						
Cadmium	ND	0.5	ug/g						
Chromium	ND	5.0	ug/g						
Cobalt	ND	1.0	ug/g						
Copper	ND	5.0	ug/g						
Lead	ND	1.0	ug/g						
Molybdenum	ND	1.0	ug/g						
Nickel	ND	5.0	ug/g						
Selenium	ND	1.0	ug/g						
Silver	ND	0.3	ug/g						
Thallium	ND	1.0	ug/g						
Uranium	ND	1.0	ug/g						
Vanadium	ND	10.0	ug/g						
Zinc	ND	20.0	ug/g						
Semi-Volatiles									
Acenaphthene	ND	0.02	ug/g						
Acenaphthylene	ND	0.02	ug/g						
Anthracene	ND	0.02	ug/g						
Benzo [a] anthracene	ND	0.02	ug/g						
Benzo [a] pyrene	ND	0.02	ug/g						
Benzo [b] fluoranthene	ND	0.02	ug/g						
Benzo [g,h,i] perylene	ND	0.02	ug/g						
Benzo [k] fluoranthene	ND	0.02	ug/g						
Chrysene	ND	0.02	ug/g						
Dibenzo [a,h] anthracene	ND	0.02	ug/g						
Fluoranthene	ND	0.02	ug/g						
Fluorene	ND	0.02	ug/g						
Indeno [1,2,3-cd] pyrene	ND	0.02	ug/g						
1-Methylnaphthalene	ND	0.02	ug/g						
2-Methylnaphthalene	ND	0.02	ug/g						
Methylnaphthalene (1&2)	ND	0.03	ug/g						
Naphthalene	ND	0.01	ug/g						
Phenanthrene	ND	0.02	ug/g						
Pyrene	ND	0.02	ug/g						
Surrogate: 2-Fluorobiphenyl	0.157		ug/g		75.5	50-140			
Surrogate: Terphenyl-d14	0.154		ug/g		77.2	50-140			
Volatiles									
Benzene	ND	0.02	ug/g						
Ethylbenzene	ND	0.05	ug/g						
Toluene	ND	0.05	ug/g						
m,p-Xylenes	ND	0.05	ug/g						
o-Xylene	ND	0.05	ug/g						
Xylenes, total	ND	0.05	ug/g						
Surrogate: Toluene-d8	8.68		ug/g		108	50-140			

Certificate of Analysis

Report Date: 05-May-2021

Client: Hallex Environmental Ltd.

Order Date: 29-Apr-2021

Client PO:

Project Description: E-21-11-2

Method Quality Control: Duplicate

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
General Inorganics									
SAR	2.34	0.01	N/A	2.82			18.6	30	
Conductivity	493	5	uS/cm	503			2.0	5	
pH	5.91	0.05	pH Units	6.09			3.0	10	
Hydrocarbons									
F1 PHCs (C6-C10)	ND	7	ug/g dry	ND			NC	40	
F2 PHCs (C10-C16)	ND	4	ug/g dry	ND			NC	30	
F3 PHCs (C16-C34)	ND	8	ug/g dry	ND			NC	30	
F4 PHCs (C34-C50)	ND	6	ug/g dry	ND			NC	30	
Metals									
Antimony	ND	1.0	ug/g dry	ND			NC	30	
Arsenic	5.9	1.0	ug/g dry	5.4			8.0	30	
Barium	106	1.0	ug/g dry	97.4			8.1	30	
Beryllium	0.7	0.5	ug/g dry	0.7			3.1	30	
Boron	14.9	5.0	ug/g dry	11.5			26.0	30	
Cadmium	ND	0.5	ug/g dry	ND			NC	30	
Chromium	24.3	5.0	ug/g dry	21.9			10.3	30	
Cobalt	10.7	1.0	ug/g dry	9.6			10.5	30	
Copper	25.2	5.0	ug/g dry	23.7			6.1	30	
Lead	13.6	1.0	ug/g dry	16.7			20.4	30	
Molybdenum	1.2	1.0	ug/g dry	ND			NC	30	
Nickel	23.7	5.0	ug/g dry	21.9			8.0	30	
Selenium	1.4	1.0	ug/g dry	ND			NC	30	
Silver	ND	0.3	ug/g dry	ND			NC	30	
Thallium	ND	1.0	ug/g dry	ND			NC	30	
Uranium	1.1	1.0	ug/g dry	ND			NC	30	
Vanadium	38.6	10.0	ug/g dry	35.5			8.4	30	
Zinc	50.7	20.0	ug/g dry	46.4			9.0	30	
Physical Characteristics									
% Solids	81.6	0.1	% by Wt.	83.1			1.8	25	
Semi-Volatiles									
Acenaphthene	ND	0.02	ug/g dry	ND			NC	40	
Acenaphthylene	ND	0.02	ug/g dry	ND			NC	40	
Anthracene	ND	0.02	ug/g dry	ND			NC	40	
Benzo [a] anthracene	ND	0.02	ug/g dry	ND			NC	40	
Benzo [a] pyrene	ND	0.02	ug/g dry	ND			NC	40	
Benzo [b] fluoranthene	ND	0.02	ug/g dry	ND			NC	40	
Benzo [g,h,i] perylene	ND	0.02	ug/g dry	ND			NC	40	
Benzo [k] fluoranthene	ND	0.02	ug/g dry	ND			NC	40	
Chrysene	ND	0.02	ug/g dry	ND			NC	40	
Dibenzo [a,h] anthracene	ND	0.02	ug/g dry	ND			NC	40	
Fluoranthene	ND	0.02	ug/g dry	ND			NC	40	
Fluorene	ND	0.02	ug/g dry	ND			NC	40	
Indeno [1,2,3-cd] pyrene	ND	0.02	ug/g dry	ND			NC	40	
1-Methylnaphthalene	ND	0.02	ug/g dry	ND			NC	40	
2-Methylnaphthalene	ND	0.02	ug/g dry	ND			NC	40	
Naphthalene	ND	0.01	ug/g dry	ND			NC	40	
Phenanthrene	ND	0.02	ug/g dry	ND			NC	40	
Pyrene	ND	0.02	ug/g dry	ND			NC	40	
Surrogate: 2-Fluorobiphenyl	0.178		ug/g dry		75.5	50-140			
Surrogate: Terphenyl-d14	0.170		ug/g dry		75.2	50-140			
Volatiles									
Benzene	ND	0.02	ug/g dry	ND			NC	50	
Ethylbenzene	ND	0.05	ug/g dry	ND			NC	50	
Toluene	ND	0.05	ug/g dry	ND			NC	50	
m,p-Xylenes	ND	0.05	ug/g dry	ND			NC	50	

Certificate of Analysis

Report Date: 05-May-2021

Client: Hallex Environmental Ltd.

Order Date: 29-Apr-2021

Client PO:

Project Description: E-21-11-2

Method Quality Control: Duplicate

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
o-Xylene	ND	0.05	ug/g dry	ND			NC	50	
Surrogate: Toluene-d8	11.2		ug/g dry		107	50-140			

Certificate of Analysis

Report Date: 05-May-2021

Client: Hallex Environmental Ltd.

Order Date: 29-Apr-2021

Client PO:

Project Description: E-21-11-2

Method Quality Control: Spike

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
Hydrocarbons									
F1 PHCs (C6-C10)	61	7	ug/g	ND	86.2	80-120			
F2 PHCs (C10-C16)	91	4	ug/g	ND	89.5	60-140			
F3 PHCs (C16-C34)	218	8	ug/g	ND	95.8	60-140			
F4 PHCs (C34-C50)	171	6	ug/g	ND	104	60-140			
Metals									
Antimony	133	1.0	ug/g	ND	106	70-130			
Arsenic	133	1.0	ug/g	5.4	102	70-130			
Barium	218	1.0	ug/g	97.4	96.3	70-130			
Beryllium	116	0.5	ug/g	0.7	91.9	70-130			
Boron	123	5.0	ug/g	11.5	89.5	70-130			
Cadmium	123	0.5	ug/g	ND	98.7	70-130			
Chromium	140	5.0	ug/g	21.9	94.2	70-130			
Cobalt	127	1.0	ug/g	9.6	93.9	70-130			
Copper	144	5.0	ug/g	23.7	96.4	70-130			
Lead	136	1.0	ug/g	16.7	95.5	70-130			
Molybdenum	125	1.0	ug/g	ND	99.6	70-130			
Nickel	144	5.0	ug/g	21.9	97.8	70-130			
Selenium	127	1.0	ug/g	ND	102	70-130			
Silver	120	0.3	ug/g	ND	96.2	70-130			
Thallium	122	1.0	ug/g	ND	97.7	70-130			
Uranium	125	1.0	ug/g	ND	100	70-130			
Vanadium	153	10.0	ug/g	35.5	94.2	70-130			
Zinc	165	20.0	ug/g	46.4	94.7	70-130			
Semi-Volatiles									
Acenaphthene	0.101	0.02	ug/g	ND	89.4	50-140			
Acenaphthylene	0.091	0.02	ug/g	ND	80.7	50-140			
Anthracene	0.103	0.02	ug/g	ND	91.0	50-140			
Benzo [a] anthracene	0.131	0.02	ug/g	ND	116	50-140			
Benzo [a] pyrene	0.092	0.02	ug/g	ND	81.2	50-140			
Benzo [b] fluoranthene	0.102	0.02	ug/g	ND	89.8	50-140			
Benzo [g,h,i] perylene	0.097	0.02	ug/g	ND	86.1	50-140			
Benzo [k] fluoranthene	0.090	0.02	ug/g	ND	79.9	50-140			
Chrysene	0.106	0.02	ug/g	ND	93.4	50-140			
Dibenzo [a,h] anthracene	0.104	0.02	ug/g	ND	92.2	50-140			
Fluoranthene	0.108	0.02	ug/g	ND	95.1	50-140			
Fluorene	0.116	0.02	ug/g	ND	102	50-140			
Indeno [1,2,3-cd] pyrene	0.092	0.02	ug/g	ND	81.0	50-140			
1-Methylnaphthalene	0.112	0.02	ug/g	ND	99.1	50-140			
2-Methylnaphthalene	0.106	0.02	ug/g	ND	93.5	50-140			
Naphthalene	0.093	0.01	ug/g	ND	81.9	50-140			
Phenanthrene	0.112	0.02	ug/g	ND	99.5	50-140			
Pyrene	0.106	0.02	ug/g	ND	93.4	50-140			
Surrogate: 2-Fluorobiphenyl	0.175		ug/g		74.4	50-140			
Surrogate: Terphenyl-d14	0.168		ug/g		74.2	50-140			
Volatiles									
Benzene	3.02	0.02	ug/g	ND	75.1	60-130			
Ethylbenzene	3.06	0.05	ug/g	ND	76.0	60-130			
Toluene	3.09	0.05	ug/g	ND	77.3	60-130			

Certificate of Analysis

Client: Hallex Environmental Ltd.

Client PO:

Report Date: 05-May-2021

Order Date: 29-Apr-2021

Project Description: E-21-11-2

Method Quality Control: Spike

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
m,p-Xylenes	5.96	0.05	ug/g	ND	74.4	60-130			
o-Xylene	3.10	0.05	ug/g	ND	77.2	60-130			
Surrogate: Toluene-d8	8.09		ug/g		100	50-140			

Certificate of Analysis

Client: Hallex Environmental Ltd.

Client PO:

Report Date: 05-May-2021

Order Date: 29-Apr-2021

Project Description: E-21-11-2

Qualifier Notes:*Sample Qualifiers :***Sample Data Revisions**

None

Work Order Revisions / Comments:

None

Other Report Notes:

n/a: not applicable

ND: Not Detected

MDL: Method Detection Limit

Source Result: Data used as source for matrix and duplicate samples

%REC: Percent recovery.

RPD: Relative percent difference.

NC: Not Calculated

Soil results are reported on a dry weight basis when the units are denoted with 'dry'.

Where %Solids is reported, moisture loss includes the loss of volatile hydrocarbons.

CCME PHC additional information:

- The method for the analysis of PHCs complies with the Reference Method for the CWS PHC and is validated for use in the laboratory. All prescribed quality criteria identified in the method has been met.
- F1 range corrected for BTEX.
- F2 to F3 ranges corrected for appropriate PAHs where available.
- The gravimetric heavy hydrocarbons (F4G) are not to be added to C6 to C50 hydrocarbons.
- In the case where F4 and F4G are both reported, the greater of the two results is to be used for comparison to CWS PHC criteria.
- When reported, data for F4G has been processed using a silica gel cleanup.



Client Name: Hallex Environmental Ltd.	Project Ref: E-21-11-2	Page 1 of 1
Contact Name: Contact: Kevin Christian	Quote #: 20-003	Turnaround Time <input type="checkbox"/> 1 day <input type="checkbox"/> 3 day <input type="checkbox"/> 2 day <input checked="" type="checkbox"/> Regular
Address: 4999 Victoria Ave. Niagara Falls, ON L2E 4C9 Ph: 905-988-8030	PO #: kchristian@hallex.ca	
Telephone:	E-mail: iglasier@hallex.ca	
Date Required:		

Regulation 153/04		Other Regulation		Matrix Type: S (Soil/Sed.) GW (Ground Water) SW (Surface Water) SS (Storm/Sanitary Sewer) P (Paint) A (Air) O (Other)		Required Analysis											
<input type="checkbox"/> Table 1	<input type="checkbox"/> Res/Park	<input type="checkbox"/> Med/Fine	<input type="checkbox"/> REG 558	<input type="checkbox"/> PWQO	Matrix	Air Volume	# of Containers	Sample Taken	PHCs F1-F4+BTEX	VOCs	PAHs	Metals by ICP	Hg	CrVI	B (HWS)	Gran Size	pH/AN/EC
<input type="checkbox"/> Table 2	<input type="checkbox"/> Ind/Comm	<input type="checkbox"/> Coarse	<input type="checkbox"/> CCME	<input type="checkbox"/> MISA													
<input type="checkbox"/> Table 3	<input type="checkbox"/> Agri/Other		<input type="checkbox"/> SU - Sani	<input type="checkbox"/> SU - Storm													
For RSC: <input type="checkbox"/> Yes <input type="checkbox"/> No		Mun: <input type="checkbox"/> Other:															
Sample ID/Location Name																	
1	TP1-1			S	2	Apr 29	9 am	✓	✓	✓							
2	TP1-2 TP2-1				2			✓	✓	✓							
3	TP3-1				2			✓	✓	✓							
4	TP4-1				2			✓	✓	✓							
5	TP5-1				2			✓	✓	✓							
6	TP6-1				2			✓	✓	✓							
7	TP7-1				3			✓	✓	✓							
8	TP8-1				2			✓	✓	✓							
9	TP8-1-1				2			✓	✓	✓							
10																	

Comments:		Method of Delivery: walk-in	
Relinquished By (Sign): <i>[Signature]</i>	Received By Driver/Depot: <i>[Signature]</i>	Received at Lab: <i>[Signature]</i>	Verified By: <i>[Signature]</i>
Relinquished By (Print): <i>Damen Nylae</i>	Date/Time: 29 Apr 21 12:00	Date/Time: 30-Apr-21 8:50	Date/Time: 29 Apr 21 14:00
Date/Time: April 29 2021 12am	Temperature: 10 °C	Temperature: SS °C	pH Verified: <input type="checkbox"/> By: NA

Certificate of Analysis

Hallex Environmental Ltd.

4999 Victoria Ave
Niagara Falls, ON L2E 4C9
Attn: Kevin Christian

Client PO:
Project: E-21-11-12
Custody:

Report Date: 11-May-2021
Order Date: 6-May-2021

Order #: 2119362

This Certificate of Analysis contains analytical data applicable to the following samples as submitted:

Paracel ID	Client ID
2119362-01	TP1-2
2119362-02	TP2-2
2119362-03	TP7-2

Approved By:



Alex Enfield, MSc
Lab Manager

Certificate of Analysis

Client: Hallex Environmental Ltd.

Client PO:

Report Date: 11-May-2021

Order Date: 6-May-2021

Project Description: E-21-11-12

Analysis Summary Table

Analysis	Method Reference/Description	Extraction Date	Analysis Date
REG 153: Metals by ICP/MS, soil	EPA 6020 - Digestion - ICP-MS	10-May-21	10-May-21
Solids, %	Gravimetric, calculation	7-May-21	10-May-21

Certificate of Analysis

Client: Hallex Environmental Ltd.

Client PO:

Report Date: 11-May-2021

Order Date: 6-May-2021

Project Description: E-21-11-12

Summary of Exceedances

(If this page is blank then there are no exceedances)

Only those criteria that a sample exceeds will be highlighted in red

Regulatory Comparison:

Paracel Laboratories has provided regulatory guidelines on this report for informational purposes only and makes no representations or warranties that the data is accurate or reflects the current regulatory values. The user is advised to consult with the appropriate official regulations to evaluate compliance. Sample results that are highlighted have exceeded the selected regulatory limit. Calculated uncertainty estimations have not been applied for determining regulatory exceedances. Regulatory limits displayed in brackets, (), applies to medium and fine textured soils.

Criteria:

Client ID	Analyte	MDL / Units	Result	Reg 153/04 (2011)-Table 8 Residential/Industrial, Potable
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Certificate of Analysis

Report Date: 11-May-2021

Client: Hallex Environmental Ltd.

Order Date: 6-May-2021

Client PO:

Project Description: E-21-11-12

Client ID:	TP1-2	TP2-2	TP7-2	-	Criteria: Reg 153/04 (2011)-Table 8 Residential/Industrial, Potable
Sample Date:	04-Apr-2021	04-Apr-2021	04-Apr-2021	-	
Sample ID:	2119362-01	2119362-02	2119362-03	-	
Matrix:	Soil	Soil	Soil	-	
MDL/Units					

Physical Characteristics

% Solids	0.1 % by Wt.	81.2	81.9	84.6	-	
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Metals

Antimony	1.0 ug/g	-	-	<1.0	-	1.3 ug/g
Lead	1.0 ug/g	-	-	13.0	-	120 ug/g
Nickel	5.0 ug/g	7.2	10.1	27.0	-	82 ug/g

Certificate of Analysis

Report Date: 11-May-2021

Client: Hallex Environmental Ltd.

Order Date: 6-May-2021

Client PO:

Project Description: E-21-11-12

Method Quality Control: Blank

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
---------	--------	-----------------	-------	---------------	------	------------	-----	-----------	-------

Metals

Antimony	ND	1.0	ug/g						
Arsenic	ND	1.0	ug/g						
Barium	ND	1.0	ug/g						
Beryllium	ND	0.5	ug/g						
Boron	ND	5.0	ug/g						
Cadmium	ND	0.5	ug/g						
Chromium	ND	5.0	ug/g						
Cobalt	ND	1.0	ug/g						
Copper	ND	5.0	ug/g						
Lead	ND	1.0	ug/g						
Molybdenum	ND	1.0	ug/g						
Nickel	ND	5.0	ug/g						
Selenium	ND	1.0	ug/g						
Silver	ND	0.3	ug/g						
Thallium	ND	1.0	ug/g						
Uranium	ND	1.0	ug/g						
Vanadium	ND	10.0	ug/g						
Zinc	ND	20.0	ug/g						

Certificate of Analysis

Report Date: 11-May-2021

Client: Hallex Environmental Ltd.

Order Date: 6-May-2021

Client PO:

Project Description: E-21-11-12

Method Quality Control: Duplicate

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
Metals									
Antimony	ND	1.0	ug/g	ND			NC	30	
Arsenic	6.6	1.0	ug/g	7.6			15.2	30	
Barium	163	1.0	ug/g	169			4.0	30	
Beryllium	0.9	0.5	ug/g	0.9			2.5	30	
Boron	8.8	5.0	ug/g	10.4			16.5	30	
Cadmium	ND	0.5	ug/g	ND			NC	30	
Chromium	24.2	5.0	ug/g	26.7			9.8	30	
Cobalt	10.5	1.0	ug/g	11.5			9.0	30	
Copper	35.9	5.0	ug/g	37.6			4.5	30	
Lead	84.0	1.0	ug/g	85.6			1.8	30	
Molybdenum	1.1	1.0	ug/g	1.0			3.2	30	
Nickel	23.8	5.0	ug/g	24.7			3.7	30	
Selenium	ND	1.0	ug/g	ND			NC	30	
Silver	0.4	0.3	ug/g	ND			NC	30	
Thallium	ND	1.0	ug/g	ND			NC	30	
Uranium	ND	1.0	ug/g	ND			NC	30	
Vanadium	35.2	10.0	ug/g	38.8			9.7	30	
Zinc	111	20.0	ug/g	112			1.2	30	
Physical Characteristics									
% Solids	89.9	0.1	% by Wt.	91.1			1.3	25	

Certificate of Analysis

Report Date: 11-May-2021

Client: Hallex Environmental Ltd.

Order Date: 6-May-2021

Client PO:

Project Description: E-21-11-12

Method Quality Control: Spike

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
Metals									
Antimony	140	1.0	ug/g	ND	112	70-130			
Arsenic	143	1.0	ug/g	7.6	109	70-130			
Barium	265	1.0	ug/g	169	76.6	70-130			
Beryllium	128	0.5	ug/g	0.9	101	70-130			
Boron	132	5.0	ug/g	10.4	97.7	70-130			
Cadmium	127	0.5	ug/g	ND	101	70-130			
Chromium	154	5.0	ug/g	26.7	102	70-130			
Cobalt	138	1.0	ug/g	11.5	101	70-130			
Copper	165	5.0	ug/g	37.6	102	70-130			
Lead	215	1.0	ug/g	85.6	103	70-130			
Molybdenum	133	1.0	ug/g	1.0	105	70-130			
Nickel	154	5.0	ug/g	24.7	103	70-130			
Selenium	131	1.0	ug/g	ND	104	70-130			
Silver	125	0.3	ug/g	ND	100	70-130			
Thallium	132	1.0	ug/g	ND	105	70-130			
Uranium	130	1.0	ug/g	ND	104	70-130			
Vanadium	165	10.0	ug/g	38.8	101	70-130			
Zinc	214	20.0	ug/g	112	81.6	70-130			

Certificate of Analysis

Client: Hallex Environmental Ltd.

Report Date: 11-May-2021

Order Date: 6-May-2021

Client PO:

Project Description: E-21-11-12

Qualifier Notes:

None

Sample Data Revisions

None

Work Order Revisions / Comments:

None

Other Report Notes:

n/a: not applicable

ND: Not Detected

MDL: Method Detection Limit

Source Result: Data used as source for matrix and duplicate samples

%REC: Percent recovery.

RPD: Relative percent difference.

NC: Not Calculated

Soil/Solid results are reported on a dry weight basis unless otherwise indicated

Where %Solids is reported, moisture loss includes the loss of volatile hydrocarbons.

Any use of these results implies your agreement that our total liability in connection with this work, however arising, shall be limited to the amount paid by you for this work, and that our employees or agents shall not under any circumstances be liable to you in connection with this work.



TRUSTED.
RESPONSIVE.
RELIABLE.

Paracel ID: 2119362



Chain Of Custody
(Lab Use Only)

Client Name: Hallex Environmental Ltd.	Project Ref: E-21-11-2	Page 1 of 1
Contact Name: Kevin Christian	Quote #:	Turnaround Time <input type="checkbox"/> 1 day <input checked="" type="checkbox"/> 3 day <input type="checkbox"/> 2 day <input type="checkbox"/> Regular
Address: 4999 Victoria Ave. Niagara Falls, ON L2E 4C9	PO #:	
Telephone: 905-988-8030	E-mail: kchristian@hallex.ca jglasier@hallex.ca	
Date Required: April 11 (END OF DAY)		

Regulation 153/04		Other Regulation		Matrix Type: S (Soil/Sed.) GW (Ground Water) SW (Surface Water) SS (Storm/Sanitary Sewer) P (Paint) A (Air) O (Other)		Required Analysis												
<input type="checkbox"/> Table 1 <input checked="" type="checkbox"/> Res/Park <input type="checkbox"/> Med/Fine	<input type="checkbox"/> REG 558 <input type="checkbox"/> PWQO	<input type="checkbox"/> Table 2 <input type="checkbox"/> Ind/Comm <input checked="" type="checkbox"/> Coarse	<input type="checkbox"/> CCME <input type="checkbox"/> MISA	<input type="checkbox"/> Table 3 <input type="checkbox"/> Agri/Other	<input type="checkbox"/> SU - Sani <input type="checkbox"/> SU - Storm	Sample Taken		PHCs F1-F4+BTEX	VOCs	PAHs	Metals by ICP	Hg	CrVI	B (HWS)	Metals Only Nickel	Metals Only	Antimony	Metals Only Lead
<input checked="" type="checkbox"/> Table 8	Mun: _____	<input type="checkbox"/> For RSC: Yes <input type="checkbox"/> No	<input type="checkbox"/> Other: _____	Matrix	Air Volume	# of Containers	Date	Time										
1	TP1-2	S		1	4-29	10												
2	TP2-2	S		1	4-29	10												
3	TP7-2	S		1	4-29	10												
4																		
5																		
6																		
7																		
8																		
9																		
10																		

Comments:			Method of Delivery: walkin		
Relinquished By (Sign):	Received By Driver/Depot: Niagara Blomencamp	Received at Lab: AB	Verified By: Blomencamp		
Relinquished By (Print): Damien Nyland	Date/Time: 6 May 21 1030	Date/Time: 7 May 21 4:30	Date/Time: 6 May 21 1100		
Date/Time: May 6, 2021	Temperature: 4 °C	Temperature: 9.4 °C	pH Verified: <input type="checkbox"/> By: NA		

Chain of Custody (Env).xlsx

Revision 3.0

Certificate of Analysis

Hallex Environmental Ltd.

4999 Victoria Ave
 Niagara Falls, ON L2E 4C9
 Attn: Kevin Christian

Client PO:
 Project: E-21-11-3
 Custody: 58032/035

Report Date: 19-May-2021
 Order Date: 12-May-2021

Order #: 2120311

This Certificate of Analysis contains analytical data applicable to the following samples as submitted:

Paracel ID	Client ID	Paracel ID	Client ID
2120311-01	TP9-1		
2120311-02	TP10-1		
2120311-03	TP11-1		
2120311-04	TP12-1		
2120311-05	TP13-1		
2120311-06	TP14-1		
2120311-07	TP15-1		
2120311-08	TP16-1		
2120311-09	TP17-1		
2120311-10	TP18-1		
2120311-11	TP19-1		
2120311-12	TP20-1		

Approved By:



Alex Enfield, MSc
 Lab Manager

Certificate of Analysis

Client: Hallex Environmental Ltd.

Client PO:

Report Date: 19-May-2021

Order Date: 12-May-2021

Project Description: E-21-11-3

Analysis Summary Table

Analysis	Method Reference/Description	Extraction Date	Analysis Date
REG 153: Metals by ICP/MS, soil	EPA 6020 - Digestion - ICP-MS	14-May-21	14-May-21
Solids, %	Gravimetric, calculation	13-May-21	14-May-21

Certificate of Analysis
Client: Hallex Environmental Ltd.
Client PO:

Report Date: 19-May-2021
 Order Date: 12-May-2021
Project Description: E-21-11-3

Summary of Exceedances

(If this page is blank then there are no exceedances)

Only those criteria that a sample exceeds will be highlighted in red

Regulatory Comparison:

Paracel Laboratories has provided regulatory guidelines on this report for informational purposes only and makes no representations or warranties that the data is accurate or reflects the current regulatory values. The user is advised to consult with the appropriate official regulations to evaluate compliance. Sample results that are highlighted have exceeded the selected regulatory limit. Calculated uncertainty estimations have not been applied for determining regulatory exceedances. Regulatory limits displayed in brackets, (), applies to medium and fine textured soils.

Criteria:

Client ID	Analyte	MDL / Units	Result	Reg 153/04 (2011)-Table 8 Residential/Industrial, Potable
TP12-1	Nickel	5.0 ug/g	139	82 ug/g
TP14-1	Nickel	5.0 ug/g	173	82 ug/g

Certificate of Analysis

Client: Hallex Environmental Ltd.

Report Date: 19-May-2021

Order Date: 12-May-2021

Client PO:

Project Description: E-21-11-3

Client ID:		TP9-1	TP10-1	TP11-1	TP12-1	Criteria: Reg 153/04 (2011)-Table 8 Residential/Industrial, Potable
Sample Date:		12-May-2021	12-May-2021	12-May-2021	12-May-2021	
Sample ID:		2120311-01	2120311-02	2120311-03	2120311-04	
Matrix:		Soil	Soil	Soil	Soil	
MDL/Units						
Physical Characteristics						
% Solids	0.1 % by Wt.	76.1	72.7	79.7	77.9	
Metals						
Nickel	5.0 ug/g	23.8	34.7	42.0	139	82 ug/g

Certificate of Analysis
Client: Hallex Environmental Ltd.
Client PO:

Report Date: 19-May-2021
 Order Date: 12-May-2021
Project Description: E-21-11-3

Client ID:	TP13-1	TP14-1	TP15-1	TP16-1	Criteria: Reg 153/04 (2011)-Table 8 Residential/Industrial, Potable
Sample Date:	12-May-2021	12-May-2021	12-May-2021	12-May-2021	
Sample ID:	2120311-05	2120311-06	2120311-07	2120311-08	
Matrix:	Soil	Soil	Soil	Soil	
MDL/Units					

Physical Characteristics

% Solids	0.1 % by Wt.	94.2	81.2	79.3	79.2	
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Metals

Nickel	5.0 ug/g	30.2	173	62.2	21.1	82 ug/g
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Certificate of Analysis

Client: Hallex Environmental Ltd.

Report Date: 19-May-2021

Order Date: 12-May-2021

Client PO:

Project Description: E-21-11-3

Client ID:	TP17-1	TP18-1	TP19-1	TP20-1	Criteria: Reg 153/04 (2011)-Table 8 Residential/Industrial, Potable
Sample Date:	12-May-2021	12-May-2021	12-May-2021	12-May-2021	
Sample ID:	2120311-09	2120311-10	2120311-11	2120311-12	
Matrix:	Soil	Soil	Soil	Soil	
MDL/Units					

Physical Characteristics

% Solids	0.1 % by Wt.	72.6	81.0	79.7	83.9	
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Metals

Antimony	1.0 ug/g	<1.0	<1.0	<1.0	<1.0	1.3 ug/g
Lead	1.0 ug/g	52.4	20.2	17.9	48.0	120 ug/g
Nickel	5.0 ug/g	27.2	29.7	27.6	59.7	82 ug/g

Certificate of Analysis

Report Date: 19-May-2021

Client: Hallex Environmental Ltd.

Order Date: 12-May-2021

Client PO:

Project Description: E-21-11-3

Method Quality Control: Blank

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
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Metals

Antimony	ND	1.0	ug/g						
Arsenic	ND	1.0	ug/g						
Barium	ND	1.0	ug/g						
Beryllium	ND	0.5	ug/g						
Boron	ND	5.0	ug/g						
Cadmium	ND	0.5	ug/g						
Chromium	ND	5.0	ug/g						
Cobalt	ND	1.0	ug/g						
Copper	ND	5.0	ug/g						
Lead	ND	1.0	ug/g						
Molybdenum	ND	1.0	ug/g						
Nickel	ND	5.0	ug/g						
Selenium	ND	1.0	ug/g						
Silver	ND	0.3	ug/g						
Thallium	ND	1.0	ug/g						
Uranium	ND	1.0	ug/g						
Vanadium	ND	10.0	ug/g						
Zinc	ND	20.0	ug/g						

Certificate of Analysis

Report Date: 19-May-2021

Client: Hallex Environmental Ltd.

Order Date: 12-May-2021

Client PO:

Project Description: E-21-11-3

Method Quality Control: Duplicate

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
Metals									
Antimony	ND	1.0	ug/g	ND			NC	30	
Arsenic	5.5	1.0	ug/g	5.1			7.7	30	
Barium	25.3	1.0	ug/g	25.1			1.0	30	
Beryllium	0.5	0.5	ug/g	ND			NC	30	
Boron	11.5	5.0	ug/g	8.6			29.6	30	
Cadmium	ND	0.5	ug/g	ND			NC	30	
Chromium	14.1	5.0	ug/g	14.3			1.0	30	
Cobalt	9.2	1.0	ug/g	9.0			1.9	30	
Copper	31.8	5.0	ug/g	33.0			3.7	30	
Lead	13.7	1.0	ug/g	12.8			7.0	30	
Molybdenum	ND	1.0	ug/g	ND			NC	30	
Nickel	17.5	5.0	ug/g	17.3			0.9	30	
Selenium	ND	1.0	ug/g	ND			NC	30	
Silver	ND	0.3	ug/g	ND			NC	30	
Thallium	ND	1.0	ug/g	ND			NC	30	
Uranium	ND	1.0	ug/g	ND			NC	30	
Vanadium	24.4	10.0	ug/g	24.2			0.8	30	
Zinc	46.3	20.0	ug/g	46.8			1.1	30	
Physical Characteristics									
% Solids	81.0	0.1	% by Wt.	80.8			0.3	25	

Certificate of Analysis

Report Date: 19-May-2021

Client: Hallex Environmental Ltd.

Order Date: 12-May-2021

Client PO:

Project Description: E-21-11-3

Method Quality Control: Spike

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
---------	--------	-----------------	-------	---------------	------	------------	-----	-----------	-------

Metals

Antimony	130	1.0	ug/g	ND	104	70-130			
Arsenic	144	1.0	ug/g	5.1	111	70-130			
Barium	155	1.0	ug/g	25.1	104	70-130			
Beryllium	127	0.5	ug/g	ND	102	70-130			
Boron	130	5.0	ug/g	8.6	97.4	70-130			
Cadmium	131	0.5	ug/g	ND	104	70-130			
Chromium	144	5.0	ug/g	14.3	104	70-130			
Cobalt	138	1.0	ug/g	9.0	103	70-130			
Copper	163	5.0	ug/g	33.0	104	70-130			
Lead	139	1.0	ug/g	12.8	101	70-130			
Molybdenum	132	1.0	ug/g	ND	106	70-130			
Nickel	147	5.0	ug/g	17.3	104	70-130			
Selenium	135	1.0	ug/g	ND	108	70-130			
Silver	136	0.3	ug/g	ND	109	70-130			
Thallium	127	1.0	ug/g	ND	102	70-130			
Uranium	125	1.0	ug/g	ND	99.7	70-130			
Vanadium	153	10.0	ug/g	24.2	103	70-130			
Zinc	175	20.0	ug/g	46.8	102	70-130			

Certificate of Analysis

Client: Hallex Environmental Ltd.

Client PO:

Report Date: 19-May-2021

Order Date: 12-May-2021

Project Description: E-21-11-3

Qualifier Notes:

None

Sample Data Revisions

None

Work Order Revisions / Comments:

None

Other Report Notes:

n/a: not applicable

ND: Not Detected

MDL: Method Detection Limit

Source Result: Data used as source for matrix and duplicate samples

%REC: Percent recovery.

RPD: Relative percent difference.

NC: Not Calculated

Soil/Solid results are reported on a dry weight basis unless otherwise indicated

Where %Solids is reported, moisture loss includes the loss of volatile hydrocarbons.

Any use of these results implies your agreement that our total liability in connection with this work, however arising, shall be limited to the amount paid by you for this work, and that our employees or agents shall not under any circumstances be liable to you in connection with this work.



Client Name:	Project Ref: <u>E-21-11-3</u>	Page <u>1</u> of <u>2</u>
Contact Name: Hallex Environmental Ltd.	Quote #:	Turnaround Time <input type="checkbox"/> 1 day <input type="checkbox"/> 3 day <input type="checkbox"/> 2 day <input checked="" type="checkbox"/> Regular
Contact: Kevin Christian	PO #: <u>kchristian@hallex.ca</u>	
Address: 4999 Victoria Ave. Niagara Falls, ON L2E 4C9	E-mail: <u>iglasier@hallex.ca</u>	
Telephone: Ph: 905-988-8030		Date Required: _____

Regulation 153/04		Other Regulation		Matrix Type: S (Soil/Sed.) GW (Ground Water) SW (Surface Water) SS (Storm/Sanitary Sewer) P (Paint) A (Air) O (Other)		Required Analysis													
<input type="checkbox"/> Table 1 <input checked="" type="checkbox"/> Res/Park <input type="checkbox"/> Med/Fine	<input type="checkbox"/> REG 558 <input type="checkbox"/> PWQO	<input type="checkbox"/> Table 2 <input type="checkbox"/> Ind/Comm <input checked="" type="checkbox"/> Coarse	<input type="checkbox"/> CCME <input type="checkbox"/> MISA																
<input type="checkbox"/> Table 3 <input type="checkbox"/> Agri/Other	<input type="checkbox"/> SU - Sani <input type="checkbox"/> SU - Storm																		
<input checked="" type="checkbox"/> Table 8	Mun: _____																		
For RSC: <input type="checkbox"/> Yes <input type="checkbox"/> No																			
Sample ID/Location Name		Matrix	Air Volume	# of Containers	Date	Time	Nickel (metal)	Lead (metal)	Antimony (metal)										
1	TP 9-1	S		1	May 12	9am	/												
2	TP 9/10-1	S		1			/												
3	TP 11-1	S		1			/												
4	TP 12-1	S		1			/												
5	TP 13-21	S		1			/												
6	TP 14-1	S		1			/												
7	TP 15-1	S		1			/												
8	TP 16-1	S		1			/												
9	TP 17-1	S		1			/	/	/										
10	TP 18-1	S		1			/	/	/										
Comments:						Method of Delivery: <u>walkin</u>													
Relinquished By (Sign): <u>Damon Mihal</u>		Received By Driver/Depot: <u>Magara</u>		Received at Lab: <u>403</u>		Verified By: <u>BHomenic</u>													
Relinquished By (Print): <u>Damon Mihal</u>		Date/Time: <u>12 May 21 12:00</u>		Date/Time: <u>13 May 21 5:30</u>		Date/Time: <u>12 May 21 14:00</u>													
Date/Time: <u>May 12 11am</u>		Temperature: <u>13</u> °C		Temperature: <u>9.8</u> °C		pH Verified: <input type="checkbox"/> By: <u>NA</u>													



Client Name:	Hallex Environmental Ltd.	Project Ref:	E-21-11-3	Page <u>2</u> of <u>2</u>
Contact Name:	Contact: Kevin Christian	Quote #:		Turnaround Time <input type="checkbox"/> 1 day <input type="checkbox"/> 3 day <input type="checkbox"/> 2 day <input checked="" type="checkbox"/> Regular
Address:	4999 Victoria Ave. Niagara Falls, ON L2E 4C9	PO #:		
Telephone:	Ph: 905-988-8030	E-mail:	kchristian@hallex.ca jglasier@hallex.ca	
		Date Required:		

Regulation 153/04		Other Regulation		Matrix Type: S (Soil/Sed.) GW (Ground Water) SW (Surface Water) SS (Storm/Sanitary Sewer) P (Paint) A (Air) O (Other)		Required Analysis															
<input type="checkbox"/> Table 1	<input checked="" type="checkbox"/> Res/Park <input type="checkbox"/> Med/Fine	<input type="checkbox"/> REG 558	<input type="checkbox"/> PWQO																		
<input type="checkbox"/> Table 2	<input type="checkbox"/> Ind/Comm <input checked="" type="checkbox"/> Coarse	<input type="checkbox"/> CCME	<input type="checkbox"/> MISA																		
<input type="checkbox"/> Table 3	<input type="checkbox"/> Agri/Other	<input type="checkbox"/> SU - Sani	<input type="checkbox"/> SU - Storm																		
<input checked="" type="checkbox"/> Table 8																					
For RSC: <input type="checkbox"/> Yes <input type="checkbox"/> No		Mun: <input type="checkbox"/> Other: <input type="checkbox"/>																			
Sample ID/Location Name				Matrix	Air Volume	# of Containers	Sample Taken														
							Date	Time													
1	TP17-1			S		1	May 12	9 am	-	-	-										
2	TP20-1			S		1	↓	↓	-	-	-										
3																					
4																					
5																					
6																					
7																					
8																					
9																					
10																					

Comments:				Method of Delivery: <u>Walkin</u>			
Relinquished By (Sign):	<u>Dan M</u>	Received By Driver/Depot: <u>Blomquist</u>	Received at Lab: <u>AEB</u>	Verified By: <u>Blomquist</u>			
Relinquished By (Print):	<u>Dan M</u>	Date/Time: <u>12 May 21 1200</u>	Date/Time: <u>13-May-21 5:50</u>	Date/Time: <u>12 May 21 1400</u>			
Date/Time:	<u>May 12, 11am</u>	Temperature: <u>13</u> °C	Temperature: <u>9.8</u> °C	pH Verified: <input type="checkbox"/>	By: <u>N/A</u>		

SITE SPECIFIC ZONING REQUESTS:
PARCEL ZONING SET TO R4
FRONT SETBACK REDUCED FROM 9m TO 7m
REAR SETBACK REDUCED FROM 6m TO 3m
INCLUSION IN THE MAIN ST. COMMUNITY IMPROVEMENT AREA



SCALE: 1 : 200

Minimum set backs are based on The City of Port Colborne's Official Plan, 4R
☒ Extra Building Area based on City of Port Colborne R4, with Reduced Setbacks
☒ Allowed building area based on City of Port Colborne R4, Standard Setbacks
Proposed R4 Zoning for Parcel
Sketch is based on survey by J.D Barnes completed in 2019

CITY OF PORT COLBORNE	1 NEFF ST. ZONING BYLAW	DATE: 3-15-2021
GRANDSTONE LIVING INC.	APPLICATION SKETCH	DRAWING BY: M.V.
		CHECKED BY: S.V.
		REVISION: 3

**Subject: Follow-up Proposed Draft By-law Non-Parking
Administrative Penalty System**

To: Council

From: Community Safety & Enforcement Department

Report Number: 2021-170

Meeting Date: June 14, 2021

Recommendation:

That Community Safety and Enforcement Department Report 2021-170 be received;
and

That the draft Non-Parking Administrative Monetary Penalty System By-law attached as
Appendix A to Community Safety and Enforcement Report 2021-170, be approved.

Purpose:

The purpose of this report is to provide Council with a draft Administrative Monetary
Penalty System By-law for non-parking regulatory by-laws.

Background:

Historically, municipalities have relied on the *Provincial Offences Act* for enforcement of
regulatory by-laws. Historically, Port Colborne has done likewise.

Municipalities are moving away from this Act to pass by-laws that can now be regulated
through the Administrative Monetary Penalty System. The City has used this system
since 2014 to enforce parking violations.

The Administrative Monetary Penalty System, in relation to enforcement of parking
violations, has proven to be successful, cutting down on administration, court time and
has provided a source of revenue for the City.

Since 2017, the *Municipal Act* allowed municipalities to expand the use of the
Administrative Monetary Penalty System to include all regulatory by-laws. Section 434.1
of the *Municipal Act* also allows a municipality to require a person, subject to such

conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law passed by the municipality.

The proposed new system will allow the City to change from a court-based system to a system of issuing administrative fees. The maximum penalty for an offence under the Administrative Monetary Penalty System is \$1,000.

An Administrative Monetary Penalty System enables a municipality to resolve disputes to by-law infractions in a timely manner and in a less formal setting than a Provincial Offences Court. Additionally, the Administrative Monetary Penalty System allows the municipality to recover all or any portion of the cost of administering the dispute.

A primary advantage of this system is that it allows the court system to focus on more serious offences.

Discussion:

The Administrative Monetary Penalty System provides for the following processes when appeals are requested:

- Screenings and/or Hearings would be held within municipal facilities.
- More opportunity for early dispute resolution as all disputes must proceed through a screening process.
- The hearing process, if required, is held before an independent body.
- If fines are not paid, they can be added to municipal taxes.

Once approved by Council, this by-law will provide a process, the staff and procedures involved in the issuance of an Administrative Monetary Penalty System Notice and the manner in which a person may contest the penalty notice.

- 15 days to pay the amount or ask for an appointment to meet with the appointed screening officer/committee.
- Once the 15 days has expired and no request has been made to appeal to the screening officer/committee the notice is final and binding.
- The screening process must take place before a hearing can be requested and should be held within 30 days.
- If the screening officer/committee finds sufficient and legitimate reasons to do so they may reduce the penalty or cancel the notice or confirm the penalty.
- If a resolution cannot be reached the person can request that the matter be heard by an independent hearing officer.
- The hearing process should take place within 1 to 3 months. The hearing officer can reduce, cancel, or confirm the penalty notice amount. The hearing officer's decision is final and binding. There is no appeal.

- No fee may be charged in relation to a review by the screening or hearing process.

Under the Administrative Monetary Penalty System, the property owner is notified in writing of the final penalty and that if the penalty is not paid by a specific date identified within the letter, it will be added to their property taxes.

In addition to the passing of the Administrative Monetary Penalty System the following items will have to be addressed:

- I. Amend all necessary City of Port Colborne regulatory by-laws. For example:
 - a. Lot Maintenance
 - b. Noise
 - c. Snow Removal
 - d. Tree
- II. Producing City of Port Colborne penalty notices.
- III. Updating of the City's website online payment and persons to apply for an appeal to screening or hearing process.

A further report will come before Council that will be prepared jointly by the Clerk's Office and Community Safety and Enforcement identifying all of the appropriate by-laws and changes required for implementing the Administrative Monetary Penalty System.

Internal Consultations:

In order to complete this report, by-law division staff consulted with staff from the City's Clerk's Division and the Corporate Services Department – Financial Services.

Financial Implications:

The City has recently upgraded its ticketing system to ensure an effective and efficient system. The proposed Administrative Monetary Penalty System will integrate into that system. Some additional costs will be incurred for the production of penalty notices, etc. Staff anticipate these costs will be offset by the penalty fees imposed.

Additionally, staff recommend that the fees outlined below which are currently in place for parking violations be extended into the new process. They are as follows:

Item	Fee
Screening Non-appearance Fee	\$50.00
Hearing Non-appearance Fee	\$100.00
Late Payment Fee	\$15.00
Insufficient Funds	\$30.00

Staff have reviewed the short form wording and set fines previously established and approved by the Regional Senior Justice, Ontario Court of Justice and increased them by 2% per year, at the discretion of City Council.

Public Engagement:

This report has been available for viewing on the City of Port Colborne web page through the Council package.

Conclusion:

The process outlined within this report will provide an effective and efficient method to enforce City by-laws. The City will benefit financially through this system.

Appendices:

- a. Draft copy of the City of Port Colborne Non-Parking Administrative Monetary Penalty System By-law

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 Establish a System for Administrative Penalties for Non- Parking Offences
within the City of Port Colborne

Whereas sections 8, 9 and 11 of the *Municipal Act, 2001, S.O. 2001, c. 25, as amended* (the “Municipal Act”) authorizes the City of Port Colborne to pass by-laws necessary and desirable for municipal purposes; and

Whereas section 434.1(1) of the Municipal Act provides that a municipality may require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under this Act; and

Whereas section 434.1(2) of the Municipal Act provides that the purpose of a system of administrative penalties established under this section shall be to assist the municipality in promoting compliance with its by-laws; and

Whereas Section 15.4.1 of the *Building Code Act, 1992* as amended, authorizes a municipality to pass a by-law that may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the Building Code Act, 1992, as amended, or an order of an officer authorized under 15.2(2) or 15.3, 2017, c.34, Sched. 2, s.10 of the Building Code Act, 1992, as amended; and

Whereas the City of Port Colborne considers it desirable to enforce and seek compliance with designated by-laws or portions thereof through an administrative monetary penalty system;

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

1.0 Short Title and Scope

1.1 The Short Title of this by-law is the “Administrative (Non-Parking) Penalty By-Law.”

1.2 This By-law applies to all Designated By-laws.

1.3 The *Provincial Offences Act, R.S.O. 1990, c. P.33*, as amended continues to apply to Designated By-laws.

- 1.4 In carrying out their duties under this By-law, Screening Officers and Hearing Officers do not have jurisdiction to consider any question relating to the validity of a statute, regulation or by-law, including but not limited to constitutional questions.

2.0 **Definitions**

- 2.1 The following terms are defined for the purposes of this by-law:
- 2.2 **“Administrative Fee”** means any fee specified in this by-law listed in Schedule “A” of this by-law;
- 2.3 **“Administrative Penalty”** means a monetary penalty as set out in the Schedules “B” to “L” to this by-law and approved by Council for a contravention of a Designated By-law;
- 2.4 **“By-law”** means this by-law and any Schedule attached hereto as they may from time to time be amended;
- 2.5 **“City”** means The Corporation of the City of Port Colborne;
- 2.6 **“Clerk”** means the municipal Clerk of the City;
- 2.7 **“Council”** means the elected Council of the City;
- 2.8 **“Designated By-law”** means a by-law, or provision of a by-law that is designated under this or any other by-law, as a by-law or provision of a by-law to which this By-law applies and is listed in Schedule “B” to “L” attached to this By-law;
- 2.9 **“Director”** means the Director of Community Safety and Enforcement or his or her designate;
- 2.10 **“Hearing Officer”** means the Hearing Officer appointed by Council from time to time pursuant to the Screening and Hearing Officer By-law and as may be amended or replaced;
- 2.11 **“Officer”** means each of:
- i. the Director;
 - ii. a Municipal Law Enforcement Officer appointed by or under the authority of a City by-law to enforce a Designated By-law;
 - iii. a police officer;
 - iv. a Fire Prevention Officer appointed by or under the authority of a City by-law to enforce a Designated By-law; and

- v. a licensed agent of the Niagara SPCA appointed by or under the authority of a City by-law to enforce a Designated By-law.

2.12 “Penalty Notice” means a notice given to a Person pursuant this by-law;

2.13 “Penalty Notice Date” means the date specified on the Penalty Notice;

2.14 “Penalty Notice Number” means the number specified on the Penalty Notice;

2.15 “Person” includes an individual partnership, association, firm or corporation.

2.16 “Request for Screening Form” means the request form that must be filed by a Person under this By-law to request a screening;

2.17 “Request for a Hearing Form” means the request form that must be filled out by a Person under this By-law to request a hearing;

2.18 “Screening Decision” means a decision made by a Screening Officer;

2.19 “Screening Officer” means a person who performs the functions of a Screening Officer in accordance with this By-law;

3.0 Designated By-laws

3.1 City by-laws, or portions thereof, that are listed in schedule “B” to “L” of this By-law shall be and are hereby designated as Designated By-laws.

3.2 The provisions of the By-law may apply to any contravention of a Designated By-law as set out in the attached Schedules.

4.0 Penalty Notice

4.1 Every Person who contravenes a provision of a Designated By-law shall be liable, upon the issuance of a Penalty Notice, to pay to the City an Administrative Penalty in the amount specified in Schedule “B” to “L” of this By-law.

4.2 An Officer who has reason to believe that a Person has contravened any provision of a Designated By-law may issue a Penalty Notice to the Person.

4.3 The Director may, before 4:00 pm of the tenth (10th) day after a Penalty Notice Date, cancel an Administrative Penalty.

4.4 A Penalty Notice shall include the following information:

- a) the date of the contravention;
- b) the date of the issuance of the Penalty Notice;
- c) the location of the contravention;

- d) name of Person to whom the notice is issued;
- e) Penalty Notice Number;
- f) particulars of the contravention;
- g) the amount of the Administrative Penalty;
- h) such information as the Director determines is appropriate respecting the process by which the Person may exercise the right to request a review of the Administrative Penalty;
- i) a statement advising that an Administrative Penalty will, unless cancelled or reduced pursuant to the review and appeal processes, constitute a debt of the Person to the City; and
- j) signature of the Officer.

5.0 Review by Screening Officer

5.1 A person who is given a Penalty Notice shall:

- a) pay the Administrative Penalty within 15 days; or
- b) request that the Administrative Penalty be reviewed by a Screening Officer.

5.2 A Person's right to request a review expires if it has not been exercised in the manner prescribed in Subsection 5.4 before 4:00 p.m. on the fifteenth (15th) day after the Penalty Notice Date.

5.3 A Person's right to request an extension of the time to request a review expires if it has not been exercised in the manner prescribed in Subsection 5.4 before 4:00 p.m. on the Thirtieth (30th) day after the Penalty Notice Date at which time:

- a) the Person shall be deemed to have waived the right to request a review;
- b) the Administrative Penalty shall be deemed to be affirmed; and
- c) the Administrative Penalty shall not be subject to review, including review by any Court.

5.4 A Person's right to request a review or to request an extension of time to request a review are exercised by giving to the City written notice of the request to review by:

- a) submitting a Request for Screening Form available at the City's web page as set out in the Penalty Notice, by mail, fax or email and scheduling the time and place for the review; or
- b) attending in person at the location listed on the Penalty Notice to complete a Request for Screening Form and scheduling the time and place for the review.

5.5 The Request for a Screening Form shall include the following Information:

- a) the Penalty Notice Number;
- b) the Person's mailing address and, if applicable, facsimile transmission number and e-mail address;
- c) in the case of a request to extend the time to request a review, the reasons, if any, for having failed to exercise the right to request a review within the time limit prescribed in this By-law;
- d) particulars of all grounds upon which the request to review is based; and
- e) the Person's election to:
 - i. meet with a Screening Officer for the review in person or virtually, or
 - ii. have the review undertaken by a Screening Officer in writing in respect of the particulars provided by the Person.

5.6 Where the Person elects to meet with a Screening Officer, the Person shall be given notice of the date, time, place and/or mode the review by facsimile, e-mail or mailing address as provided by the Person in the Request for Screening Form.

5.7 Where the Person elects to meet with a Screening Officer and the Person fails to appear at the time and place scheduled for a review or fails to remain at such place until the Screening Officer has made a Decision respecting the Administrative Penalty:

- a) the Person shall be deemed to have abandoned the request for the review;
- b) the Administrative Penalty shall be deemed to be affirmed;
- c) the Administrative Penalty shall not be subject to review, including review by any Court; and
- d) the Person shall pay to the City a Fee – Screening No-Show.

5.8 Subject to Subsection 5.3 and 5.7, the Screening Officer may:

- a) deny an extension of time for a review in which case the Administrative Penalty is deemed to be affirmed; or

- b) grant an extension of time for a review.
 - i. For the purposes of Section 5.8 b), the Screening Officer may only extend the time to request a review of an Administrative Penalty where the Person demonstrates, on a balance of probabilities, the existence of extenuating circumstances that warrant the extension of time.
- c) cancel, reduce or extend the time for payment of the Administrative Penalty and any Administrative Fees respecting that Administrative Penalty, where the Screening Officer is satisfied that doing so would maintain the general intent and purpose of the Designated By-law and that:
 - i. there is reason to doubt that the Person contravened the Designated By-law;
 - ii. the Person took all reasonable steps to prevent the contravention; or
 - iii. that the cancellation, reduction or extension of the time for payment is necessary to relieve undue financial hardship.

5.9 After a Review is complete, the Screening Officer shall serve the Person with a Screening Decision.

6.0 Appeal to Hearing Officer

- 6.1** A Person who has received a decision from a Screening Officer may appeal to a Hearing Officer against the Screening Decision.
- 6.2** A Person's right to appeal expires if it has not been exercised in the manner prescribed in Subsection 6.4 before 4:00 p.m. on the fifteenth (15th) day after the Screening Decision Date.
- 6.3** A Person's right to request an extension of the time to appeal expires if it has not been exercised in the manner prescribed in Subsection 6.4 before 4:00 p.m. on the thirtieth (30th) day after the Screening Decision Date at which time:
 - a) the Person shall be deemed to have waived the right to appeal;
 - b) the Screening Decision and the Administrative Penalty as it may have been affected by the Screening Decision shall be deemed to be affirmed; and
 - c) the Screening Decision and the Administrative Penalty as it may have been affected by the Screening Decision shall be deemed to be final and not subject to any further review, including review by any Court.
- 6.4** A Person's right to request an Appeal of a Screening Officer's decision or to request an extension of time to Appeal to a Hearing Officer are exercised by giving to the City written notice by:

- a) submitting a Request for Hearing Form available at the City's web page as set out in the Penalty Notice by mail, fax or email and scheduling the time and place for the review; or
- b) attending in person at the location listed on the Penalty Notice to complete a Request for Hearing Form and scheduling the time and place for the review.

6.5 The Request for Hearing Form shall include the following Information:

- a) the Penalty Notice Number;
- b) the Person's mailing address, fax or email address;
- c) in the case of a request to extend the time to appeal, the reasons, if any, for having failed to exercise the right to appeal within the time limit prescribed by Subsection 6.4;
- d) particulars of all grounds upon which the Appeal is made; and
- e) a copy of the Person's completed Request for Screening Form and the Screening Decision of the Screening Officer.

6.6 The Person shall be given no fewer than seven (7) days' notice of the date, time and place of the hearing of the appeal.

6.7 A request for Hearing or a request for an extension of time appeal shall only be scheduled by the City if the Person has submitted the request within the time limits set out in Subsections 6.4 and 6.5.

6.8 Where the Person fails to appear at the time and place scheduled for a hearing of the Appeal:

- a) the person shall be deemed to have abandoned the Appeal;
- b) the Screening Decision and the Administrative Penalty as it may have been affected by the Screening Decision shall be deemed to be affirmed;
- c) the Screening Decision and the Administrative Penalty as it may have been affected by the Screening Decision shall be deemed to be final and are not subject to any further review or appeal, including review or appeal by any Court; and
- d) the Person shall pay to the City the Fee – Hearing No-Show.

6.9 A Hearing Officer shall not make any decision respecting an Appeal unless the Hearing Officer has given each of the Person, the Director, and the Officer who gave the Penalty Notice an opportunity to be heard at the time and place scheduled for the hearing of the Appeal.

- 6.10** A Hearing Officer may amend a simple error or omission on the Penalty Notice provided the amendment is minor in nature and the appellant is given an opportunity to be heard on the request to amend.
- 6.11** Subject to Subsections 6.3 and 6.8 the Hearing Officer may:
- a) deny an extension of time for a Hearing in which case the Administrative Penalty including any Administrative Fees are deemed to be affirmed;
 - b) grant an extension of time for a Hearing;
 - i. for the purposes of Subsection 6.11(a) the Hearing Officer may only extend the time to request a Hearing of an Administrative Penalty where the Person demonstrates, on a balance of probabilities, the existence of extenuating circumstances that warrant the extension of time.
 - c) affirm, cancel, or vary the Screening Officer's Decision and extend the time for payment of the Administrative Penalty, including any Administrative Fee, on the following grounds:
 - i. where the Person establishes on a balance of probabilities, that he or she did not contravene the Designated By-law as described in the Penalty Notice; or
 - ii. where the Person establishes on a balance of probabilities, that the reduction or extension of time for payment of the Administrative Penalty including any Administrative Fee, is necessary to relieve any undue hardship.
- 6.12** All hearings conducted by the Hearing Officer shall be in accordance with the *Statutory Powers and Procedures Act*, R.S.O. 1990, c. S.22, as amended.
- 6.13** After a hearing is complete, the Hearing Officer shall immediately serve the Person with a Hearing Decision.
- 6.14** The decision of a Hearing Officer is final.

7.0 Service of Documents or Notice

- 7.1** Service of any document or notice, including a Penalty Notice, under this By-law may be given in any of the following ways, and is effective:
- a) when a copy is immediately served on the Person to whom it is addressed;
 - b) on the fifth (5th) day after a copy is sent by registered mail or by regular letter mail to the Person's last known address;
 - c) upon the conclusion of the transmission of a copy by facsimile transmission to the Person's last known facsimile transmission number; or

- d) upon the sending of the notice or document or a copy thereof by e-mail transmission to the Person's last known e-mail address.

7.2 For the purpose of Subsection 7.1(b), (c) and (d), a Person's last known address, last known facsimile transmission number and last known e-mail address are deemed to include those provided by the Person pursuant to Subsections 5.5(b) and 6.5(b).

7.3 Any notice or document respecting this By-law to be given to the City shall be in writing, shall be given in any of the following ways, and is effective:

- a) When a copy is delivered to the City Clerk at the City's municipal offices at 66 Charlotte Street during normal business hours;
- b) on the fifth (5th) day after a copy is sent by registered mail or by regular letter mail to "Parking Administrative Penalties Att: Clerk City of Port Colborne, 66 Charlotte Street, Port Colborne, ON L3K 3B3";
- c) upon conclusion of the transmission of a copy by facsimile transmission to (905) 835-2939; or
- d) upon the sending a Request for Screening by e-mail transmission to:
ampsappeals@portcolborne.ca

8.0 Financial Administration

8.1 No Officer may accept payment of the Administrative Penalty.

8.2 An Administrative Penalty constitutes a debt to the City of each Person to whom or to which the Penalty Notice was given.

8.3 Where a Person has paid an Administrative Penalty or an Administrative Fee that is then cancelled or reduced pursuant to this By-law, the City shall refund the amount cancelled or reduced.

8.4 Where an Administrative Penalty or any Administrative Fee respecting that Administrative Penalty are not paid within fifteen (15) days after the date that they become due and payable, a Person to whom the Penalty Notice was given shall pay to the City a Fee – Late Payment.

8.5 Where a Person provides a payment to the City for payment of any Administrative Penalty or Administrative Fee, which has insufficient funds available in the account on which the instrument was drawn, shall pay to the City a Fee – NSF.

9.0 Administration

9.1 The Director shall administer this By-law and establish any practices, policies and procedures necessary to implement this By-law and may amend such practices, policies and procedures from time to time as the Director deems necessary.

- 9.2** The Director shall prescribe all forms and notices, including the Penalty Notice, necessary to implement this By-law and may amend such forms and notices from time to time as the Director deems necessary.
- 9.3** The Director may designate areas within the City for conducting screening reviews and hearings under this By-law.

10.0 General Provisions

- 10.1** If an Administrative Penalty is paid, then a person is deemed to have waived their right to a review or appeal, and the matter is not subject to any further review or appeal including review or appeal by a Court.
- 10.2** Where an Administrative Penalty is cancelled by a Screening Officer or Hearing Officer, any Administrative Fee(s) are also cancelled.
- 10.3** A Person claiming financial hardship under this By-law shall provide documented proof of the financial hardship to the Director, the Screening Officer or the Hearing Officer, as applicable.
- 10.4** Any schedule attached to this By-law forms part of this By-law.

11.0 Complaints and Comments

- 11.1** Complaints and comments respecting the administration of the City's system of Administrative Penalties may be given to the Director. The Director can consider each such complaint or comment in relation to the Director's consideration of opportunities for improvements to the City's system of Administrative Penalties.

12.0 Validity

- 12.1** If a court or tribunal of competent jurisdiction declares any provision or part of a provision of this By-law to be illegal or unenforceable, then that particular provision or provisions or part of the provision shall be severed and the remainder of this By-law shall continue to remain in full force and shall be valid and enforceable to the fullest extent permitted by law.

13.0 Effective Date

- 13.1** This by-law shall come into force on ****.

Enacted and passed this _____ day of _____, _____.

William C. Steele, Mayor

Amber LaPointe, City Clerk

SCHEDULE “A”**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW NO. 2021_____ ADMINISTRATIVE FEES**

The table below lists the Administrative Fees as defined in Section 1.2 of this By-law

Administrative Fee Description	Fee Amount
Late Payment Fee	\$25.00
NSF Fee	\$30.00
Screening Non-Appearance Fee	\$100.00
Hearing Non-Appearance Fee	\$250.00
NOTE: Fees listed in Schedules to this By-law will be subject to Harmonized Sales Tax (H.S.T) where applicable.	

SCHEDULE “B”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
FENCE BY-LAW NO. 5510/107/10**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Fence By-law No. 5510/107/010, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1.	Section 3.1	Construct fence prohibited by By-law	\$224.00
2.	Section 3.1	Permit to be constructed fence prohibited by By-law	\$224.00
3.	Section 3.1	Maintain fence prohibited by By-law	\$224.00
4.	Section 3.2(i)	Construct closed fence higher than 0.75m within sight triangle	\$186.00
5.	Section 3.2(i)	Permit to be constructed closed fence higher than 0.75m within sight triangle	\$186.00
6.	Section 3.2(i)	Maintain closed fence higher than 0.75m within sight triangle	\$186.00
7.	Section 3.2(ii)	Construct open fence higher than 1.0m within sight triangle	\$140.00
8.	Section 3.2(ii)	Permit to be constructed open fence higher than 1.0 within sight triangle	\$140.00
9.	Section 3.2(ii)	Maintain open fence higher than 1.0 within sight triangle	\$140.00
10.	Section 3.3.1(i)	Construct closed fence higher than 1.0m within front yard	\$186.00
11.	Section 3.3.1(i)	Permit to be constructed closed fence higher than 1.0m within front yard	\$186.00
12.	Section 3.3.1(i)	Maintain closed fence higher than 1.0m within front yard	\$186.00

13.	Section 3.3.1(ii)	Construct open fence higher than 1.25m within front yard	\$186.00
14.	Section 3.3.1(ii)	Permit open fence higher than 1.25m within front yard	\$186.00
15.	Section 3.3.1(ii)	Maintain open fence higher than 1.25m within front yard	\$186.00
16.	Section 4.1	Construct barbed wire fence in residential zone	\$196.00
17.	Section 4.1	Permit to be constructed barbed wire fence in residential zone	\$196.00
18.	Section 4.1	Maintain barbed wire fence in residential zone	\$196.00
19.	Section 4.2	Construct fence composed of tires	\$118.00
20.	Section 4.2	Permit to be constructed fence composed of tires	\$118.00
21.	Section 4.2	Maintain fence composed of tires	\$118.00
22.	Section 5.1	Construct privacy screen contrary to regulations	\$118.00
23.	Section 5.1	Permit to be constructed privacy screen contrary to regulations	\$118.00
24.	Section 5.1	Maintain privacy screen contrary to regulations	\$118.00
25.	Section 6.1	Construct fence not in good repair	\$118.00
26.	Section 6.1	Permit to be constructed fence not in good repair	\$118.00
27.	Section 6.1	Maintain fence not in good repair	\$118.00
28.	Section 6.1	Construct privacy screen not in good repair	\$118.00
29.	Section 6.1	Permit to be constructed privacy screen not in good repair	\$118.00
30.	Section 6.1	Maintain privacy screen not in good repair	\$118.00
31.	Section 6.1	Construct privacy screen not in good repair	\$118.00
32.	Section 6.1	Permit to be constructed privacy screen not in good repair	\$118.00
33.	Section 6.1	Maintain privacy screen not in good repair	\$118.00
34.	Section 6.2	Construct fence not using suitable materials	\$118.00
35.	Section 6.2	Permit to be constructed fence not using suitable materials	\$118.00
36.	Section 6.2	Maintain fence not using suitable materials	\$118.00
37.	Section 6.3	Construct electric fence not in Agriculture or rural zone	\$286.00
38.	Section 6.3	Permit to be constructed electric fence not in Agricultural or rural zone	\$286.00
39.	Section 6.3	Maintain electric fence not in Agricultural or rural zone	\$286.00
40.	Section 9.2	Obstruct Officer	\$280.00

SCHEDULE “C”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
LOT MAINTENANCE BY-LAW NO. 6574/29/18**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Lot Maintenance By-law No. 6574/29/18, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1.	Section 3.1	Fail to clear land of refuse	\$300.00
2.	Section 3.2	Fail to enclose excavation with temporary barrier (122cm / 48 inches) high	\$300.00
3.	Section 3.3	Fail to drain accumulated water over (30 cm / 12 inches) deep	\$300.00
4.	Section 3.5	Fail to locate refuse containers in accordance with by-law	\$300.00
5.	Section 3.7	Fail to maintain water in swimming pool in accordance with by-law	\$300.00
6.	Section 3.9	Fail to clear grass in excess of 15cm	\$300.00

SCHEDULE “D”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
NOISE BY-LAW NO. 4588/119/04**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Noise By-law No. 4588/119/04, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1.	Section 4(3) Schedule 2 (2)	Emit noise from any electronic device for the amplification of sound, in a residential zone at any time	\$201.00
2.	Section 4(3) Schedule 2 (4)	Emit noise from operating any construction equipment in a residential area 7 p.m. to 7 a.m.	\$335.00
3.	Section 4(3) Schedule 2 (10)	Permit persistent barking, whining or other persistent animal noises	\$168.00

SCHEDULE “E”**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
PROPERTY STANDARDS BY-LAW NO. 4299/135/02**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Property Standards By-law No. 4299/135/02, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1.	Section 6.12	Fail to comply with final and binding order	\$640.00

SCHEDULE “F”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
SNOW REMOVAL BY-LAW NO. 5383/137/09**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Snow Removal By-law No. 5383/137/09, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1	Section 2	Fail to clear snow or ice off a sidewalk	\$202.00
2	Section 3	Fail to address slippery sidewalk	\$202.00
3	Section 4	Fail to remove snow or ice from a roof	\$126.00
4	Section 5 (a)	Obstruct access to a fire hydrant	\$189.00
5	Section 5 (b)	Place snow on a highway	\$189.00
6	Section 5 (c)	Obstruct drainage to a catch basin	\$189.00
7	Section 6(a)	Damage a sidewalk	\$226.00
8	Section 6(b)	Allow use of vehicle to plow wider than sidewalk being plowed	\$226.00

SCHEDULE “G”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
SWIMMING BY-LAW NO. 5339/94/09**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Swimming By-law No. 5339/94/09, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1	Section 3.1.1	Erect swimming pool without obtaining a permit	\$202.00
2	Section 3.1.1	Construct swimming pool without obtaining a permit	\$202.00
3	Section 3.1.1	Install swimming pool without obtaining a permit	\$126.00
4	Section 4.1.2 (i)	Fail to erect safe fence	\$189.00
5	Section 4.1.2 (i)	Fail to maintain safe fence	\$189.00

SCHEDULE “H”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
SIGN BY-LAW NO. 4738/120/90**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Sign By-law No. 4738/120/90, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1	Section 3.1.1	Erect sign not in accordance with the by-law	\$500.00
2	Section 3.1.1	Erect sign without obtaining a permit	\$500.00
3	Section 3.1.1	Permit sign to be erected without obtaining a permit	\$500.00
4	Section 3.1.7	Fail to maintain sign in proper state of repair	\$500.00
5	Section 3.1.9	Fail to remove sign where directed by Chief Building Official	\$500.00

SCHEDULE “I”**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
ENCROACHMENT BY-LAW NO. 6665/29/19**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Encroachment By-law No. 6665/29/19, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1	Section 6 (a)	Place encroachment on municipal property without consent	\$364.00
2	Section 6 (b)	Place encroachment on municipal property contrary to terms and conditions	\$364.00

SCHEDULE “J”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
TREE BY-LAW NO. 6175/01/15**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Tree By-law No. 6175/01/15, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1	Section 4 (1) (a)	Injure/destroy tree on City property	\$530.00
2	Section 4 (1) (b)	Remove tree on City property	\$318.00
3	Section 4 (3)	Trim tree on City property without permission	\$212.00
4	Section 5 (1)	Plant tree on City property	\$318.00

SCHEDULE “K”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
FIREWORKS BY-LAW NO. 6613/68/18**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Fireworks By-law No. 6613/68/18, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 1 Short Form Wording	COLUMN 3 Administrative Penalty
1.	Section 4.1	Store Fireworks contrary to By-law	\$352
2.	Section 4.1	Sell Fireworks contrary to By-law	\$352
3.	Section 4.2	Store prohibited Fireworks	\$384
4.	Section 4.2	Sell prohibited Fireworks	\$384

SCHEDULE “L”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
DOG CONTROL BY-LAW NO. 4930/155/06**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Dog Control By-law No. 4930/155/06, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 1 Short Form Wording	COLUMN 3 Administrative Penalty
1	Section 3(a)(vi)	Fail to provide sufficient shelter for an	\$325.00
2	Section 4(a)	Fail to keep dog in sanitary conditions	\$325.00
3	Section 5(a)	Permit dog to bark/howl excessively	\$325.00
4	Section 5(b)(i)	Fail to keep dog from	\$455.00
5	Section 5(b)(ii)	Fail to keep dog from	\$455.00
6	Section 5(b)(ii)	Fail to keep dog from fighting with another	\$455.00
7	Section 5(b)(iii)	Permit dog to damage public property	\$325.00
8	Section 5(b)(iv)	Permit dog to trespass on private property	\$260.00
9	Section 6(h)	Transfer dog license	\$130.00
10	Section 6(i)	Fail to keep dog license fixed on dog	\$98.00
11	Section 6(l)	Fail to obtain dog license	\$130.00
12	Section 7(a)	Permit dog to run at large	\$325.00
13	Section 8(a)	Fail to leash dog	\$325.00
14	Section 10 (a)	Use of leghold trap	\$260.00

15	Section 11(c)(i)(A)	Fail to keep vicious dog leashed	\$520.00
16	Section 11(c)(i)(B)	Fail to keep vicious dog muzzled	\$650.00
17	Section 11(c)(ii)	Fail to keep vicious dog confined	\$520.00
18	Section 11(c)(iii)	Fail to display vicious dog sign	\$130.00
19	Section 11(d)	Fail to microchip vicious dog	\$260.00
20	Section 14(a)	Fail to remove dog feces	\$195.00
21	Section 15(a)	Fail to allow officer to inspect	\$130.00
22	Section 16(a)	Did keep more than three dogs	\$325.00



Subject: Project No.: 2021-17 RFP Erie Street Watermain Replacement

To: Council

From: Public Works Department

Report Number: 2021-158

Meeting Date: June 14, 2021

Recommendation:

That Council award the Project for the Design of Replacing Watermain on Erie Street to Associated Engineering Ltd. (the Consultant), for the amount of \$118,210.00, plus applicable taxes;

That a provisional item of \$100,034.00 for Contract Administration and Inspection be awarded on a later date at the discretion of the Director of Public Works, and be approved for use, if necessary, to supplement City staff resources;

That staff prepare the Contract By-law, and the City Clerk and Mayor be authorized to execute the Contract Agreement; and

That the funding for the Project be financed under Account 20C-PW-L43.

Purpose:

The purpose of this report is to inform Council of the results of the RFP proceedings for the Design of Replacing Watermain on Erie Street (the Project); and further to obtain approval from Council to award the Project to the recommended Consultant.

Background:

Erie Street is located on the west side of the Welland Canal, in the urban area of Port Colborne. The streetscape features stone shoulders and a sidewalk on one side of the street with no curbing. There are approximately 50 homes with lateral connections within the project limits.

The proposed watermain replacement along Erie Street spans from Killaly Street West to Neff Street as shown in the drawing attached to this report. The replacement spans 755 metres and is mainly residential homes with water service connections. The existing watermain is a 150mm diameter cast iron (CI) watermain located on the east side of the road. This section of watermain has recorded 17 watermain break since 2012, including three (3) in 2021.

The scope of work for the Consultant is to encompass all aspects of the design and tendering for the replacement of the existing watermain. The Municipal servicing, being Water Supply and Distribution, and all necessary connection details required to construct and connect the replacement of watermain to the current City of Port Colborne infrastructure, in compliance with the City's Municipal Drinking Water License (MDWL), Drinking Water Works Permit (DWWP) and Drinking Water Quality Management System (DWQMS).

The Consultant proposal is to develop alternative alignments that would render the most efficient and cost-effective solution in light of the presence of shallow bedrock. Thus, consideration to replace watermain in the same trench location to save cost of rock excavation. The latter will require temporary watermain and water services connection during construction.

It is expected to complete the Design and Tender process in September 2021. Construction will take about three months including transfer of all water service connections to the new watermain.

Discussion:

The RFP was advertised on the City website and on Biddingo.com. There were 7 registered Plan Takers. On May 31, at the time of RFP closing, 2 Proponents had submitted. The entire proposal process and opening proceedings adhered to policies and past practices as previously adopted and endorsed by Council.

The proposal submission required:

- A Technical Proposal to demonstrate qualifications and experience in the field of designing water distribution systems,
- The completion of a project of this nature in the last 5 years for a municipality or jurisdiction of comparable (or greater) population in Ontario,
- Letters of reference (at least 3) of similar work experience,
- Proposed Methodology, detailed work plan, project schedule, consultant team description, identification of sub-consultants, disclosure of perceived conflict of interest and time task matrix.

The proposals were scored by three members of the Evaluation Committee. The criteria for selecting and rating the successful proponent are scored from 1-10 and multiplied by the weighted points:

Criteria	Weighting/ Points Available
1. Project Management Team	15
2. Team Strength and Technical Skills	15
3. Similar Work Experience and Local Expertise	15
4. Project Understanding, WP, Methodology	20
5. Reference Check	5
6. Financial Proposal (Cost)	30
Total Points Available:	100%

Associated Engineering gained the highest points of 90.6 after adding scores for both the technical and financial proposal.

Following is the summary of the evaluation and cost submission:

Proponent	Points	Detail Design and Tendering	Contract Administration and Inspection	Total
Urban Environmental Engineering	80.8	\$94,912.95	\$75,080.00	\$169,992.95
Associated Engineering Ltd.	90.6	\$118,210.00	\$100,034.00	\$218,244.00

Internal Consultations:

The Operations Division through the Manager of Water and Wastewater identified the issue and concern as it relates to the high frequency of watermain breaks. A high-level risk assessment was conducted as to the impact and condition of the existing sanitary infrastructure which was built in 1965. CCTV review reveals the pipe to be in excellent condition. Thus, the recommendation is to defer the sanitary replacement and focus City resources with the replacement of watermain.

Further consultation through the Manager of Parks and Road Operations, recommended Erie Street as a candidate for road resurfacing for 2022.

In summary, the strategy is to meet the urgent need to procure in 2021, RFP for Watermain Design and an RFT for the construction and replacement of the existing watermain.

Financial Implications:

Funding is available under Account 20C-PW-L43 in the amount of \$437,000. The Upset Limit of the Project (including the Provisional Item) is \$218,244 and is within the available budget allocation.

Public Engagement:

There will be public engagement and notification during the design phase and prior to start of construction. Thus, soliciting feedback and mitigate concerns during construction.

Conclusion:

Council approval for the replacement of the watermain will negate future watermain breaks and disruption, thus enhancing the quality of using City servicing.

Council to accept the staff recommendation to award the Project to Associated Engineering Ltd., for Public Works to commence and complete the Project in 2021.

Appendices:

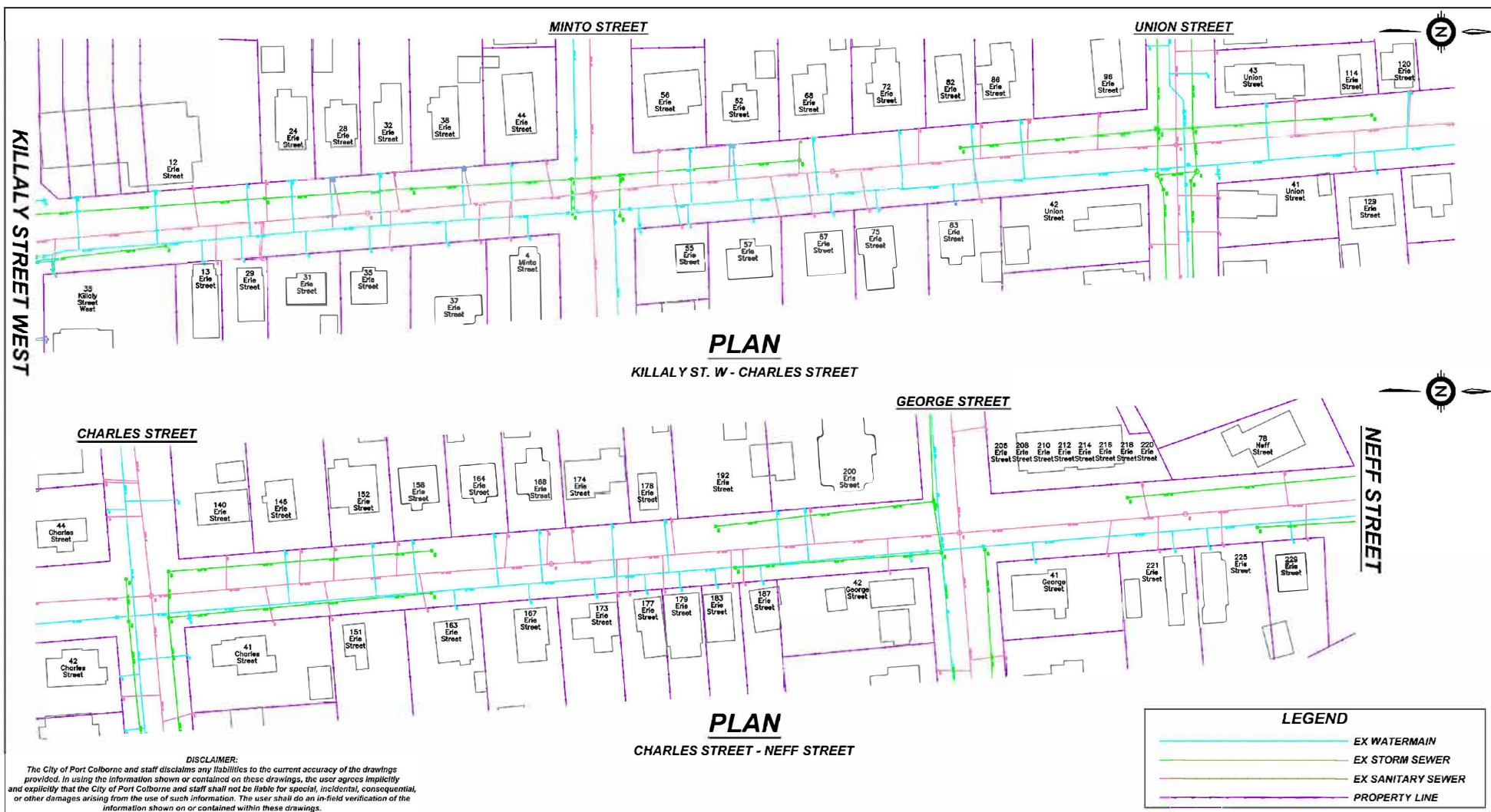
- a. PDF Drawing: 2021-17 Sketch Existing Municipal Servicing

Respectfully submitted,

Eliza Durant, BSc., C.E.T.
Civil Technologist
905-835-2900 Ext. 215
Eliza.Durant@portcolborne.ca

Report Approval:

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



PORT COLBORNE

**THE CITY OF PORT COLBORNE
EXISTING INFRASTRUCTURE
ALONG ERIE STREET
FROM THE LIMITS OF KILLALY STREET WEST TO NEFF STREET**

DATE	2021-05-07
SCALE	1:1000
REF. No.	
DWG No.	D-01



Subject: Nickel Beach Lease Agreement

To: Council

From: Corporate Services Department

Report Number: 2021-133

Meeting Date: June 14, 2021

Recommendation:

That Corporate Services Department Report 2021-133, Nickel Beach Lease Agreement be received;

That Council approve the lease agreement attached as Appendix A to Corporate Services Department Report 2021-133, between the City of Port Colborne and Vale Canada Limited for the purposes of leasing the premises at Nickel Beach; and

That a by-law to enter into a lease agreement with Vale Canada Limited be brought forward.

Purpose:

This report provides Council with the lease agreement between Vale Canada Limited (landlord) and the City of Port Colborne (tenant) to utilize and operate the Nickel Beach property at 69 Lake Road. The Nickel Beach Lease Agreement is attached for review and endorsement accordingly.

Background:

The City of Port Colborne has leased the Nickel Beach property since 1922 through agreements with Inco Limited, and currently with Vale Canada Limited. The City has used the leased land to provide a summer-seasonal recreational community beach and playground activities to residents and visitors.

Discussion:

Nickel Beach has been an enjoyable destination of residents and visitors for years, highlighting the positive community partnership between the City of Port Colborne and Vale Canada Limited. Nickel Beach has been operating without an agreement since 2019.

The proposed Nickel Beach lease agreement is for 20 years and has been reviewed by legal and insurance representatives from both the City of Port Colborne and Vale Canada Limited, and is now ready for approval. A survey has also been completed to determine the boundaries of the leased premises, attached in this report as Appendix B, and delineated in the agreement as Schedule B. The Schedule B - sketch of the entire leased premises is the only depiction of the boundaries, and as such there is no separate legal description for the lands, which are part of a much larger PIN for land registration purposes.

Staff highlight as a condition of the lease a phase one environmental study and a fence around Nickel Beach is required. Staff identify the existing fence surrounding Nickel Beach is currently in a state of disrepair.

In addition to the phase one environmental study and fence project, staff are investigating the decommissioning of the washroom facility and infrastructure improvements that include, but are not limited to, new washroom facilities, a storage unit, and a staff gatehouse at the entrance to the beach.

Staff anticipate having more information on these potential projects before Council later this summer.

Financial Implications:

The City will rent the leased premises at Nickel Beach at one (1) dollar per year for the twenty (20) year term of the agreement.

The cost of these projects (including the environmental study and fence), will be financed by Vale through the Vale Community Improvement Fund.

Conclusion:

That the Nickel Beach Lease Agreement attached to Corporate Services Department Report 2021-133 be approved by Council.

Appendices:

- a. Nickel Beach Lease Agreement
- b. Nickel Beach Survey

Respectfully submitted,

Bryan Theal
Manager of Recreation
905-835-2900 Ext. 535
Bryan.theal@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 LEASE is effective as of the **1st day of January, 2019**, and is made pursuant to the *Short Forms of Leases Act*, R.S.O. 1990, c. S-11.

BETWEEN:

VALE CANADA LIMITED
(the “**Landlord**”)

-and-

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the “**Tenant**”)

ARTICLE 1
GRANT AND TERM

1.1 Leased Premises

The Landlord demises and leases to the Tenant and the Tenant leases from the Landlord the surface rights only of the lands (the “**Lands**”), which form part of the lands more particularly described in Schedule “A” hereto, and which are shown in their entirety on the plan attached as Schedule “B” hereto, (herein called the “**Leased Premises**”) subject to the provisions of this Lease. The Leased Premises is comprised of approximately 23.84567 acres, and includes the playground area which is shown on the attached Schedule B, and includes the non-exclusive use of the access road identified on Schedule B hereto, which is used as the primary access to the Leased Premises and does not include the infrastructure used in the water delivery system, as further identified in Article 9 of this Lease.

1.2 Term

The Tenant shall have and to hold the Leased Premises for and during the term of **TWENTY (20)** years (the “**Term**”) commencing on **January 1st, 2019** the (the “**Commencement Date**”) and ending on **December 31, 2039** (the “**Termination Date**”), subject to the renewal and overholding provisions contained in this Lease.

1.3 Overholding

If the Tenant occupies any part of the Leased Premises after the expiration or earlier termination of this Lease, without the written consent of the Landlord, the Tenant shall be deemed to be a month-to-month Tenant at a basic rent equal to twice the Basic Rent payable in the last month prior to overholding plus Additional Rent as set out in this Lease and otherwise subject to all terms and conditions of this Lease, except as to duration and right to renew.

ARTICLE 2
RENT

2.1 Basic Rent

The Tenant covenants to pay to the Landlord from and after the Commencement Date for the initial Term a Basic Rent (the “**Basic Rent**”) for the Leased Premises at **ONE (1) DOLLAR** per year.

The annual Basic Rent and applicable taxes shall be paid, in full, on the signing of this Lease (for Year 1), and, thereafter, on the 1st day of January for each year of the Term.

2.2 Utility and Taxes

In addition to Basic Rent, the Tenant shall pay directly to the appropriate authority when due during the Term: (a) Realty Taxes; (b) utilities, including gas, electricity, water and hydro, supplied to the Leased Premises; and (c) all such other costs, charges, expenses, penalties, administration charges and interest relating to the Tenant’s use of the Leased Premises. Any and all utilities shall be metered and charged separately to the Tenant. For the purpose of clarity the Landlord will not be responsible for the supply of potable water to the lands and the Tenant’s facilities located thereon rather the complete responsibility for the supply of potable water shall be that of the Tenant.

For the purpose of this Lease, “**Realty Taxes**” means all taxes, charges, levies, duties and assessments that may be levied, rated, charged or assessed against the Leased Premises or any part thereof and any taxes payable by the Landlord which are imposed in lieu of, or as a substitute for same and all taxes, duties, assessments and other charges that may be levied, rated, charged or assessed against or in respect of the Tenant’s improvements, equipment and facilities of the Tenant on or in the Leased Premises. The parties hereto acknowledge and agree that the Tenant shall pay its pro-rata share of such Realty Taxes, to the Landlord, within thirty (30) days of receipt of the invoice for such taxes.

2.3 Additional Rent

The parties hereto agree that any money required to be paid under section 2.2 or in any other provision within the Lease deeming monies to be paid as “Additional Rent” shall be deemed to be Additional Rent (herein “**Additional Rent**”) and be collectible as rent. If such amounts or charges are not paid to the appropriate authority when due, they shall nevertheless, if not paid when due, be collectible as rent to the Landlord with the next installment of Basic Rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable or limit any other remedy of the Landlord.

2.4 Payment of HST

The Tenant shall pay applicable Provincial Sales Tax and Goods and Services Tax (collectively, the Harmonized Sales Tax – HST) pursuant to the *Excise Tax Act* applicable to Basic Rent and Additional Rent to the Landlord at the same time as the amounts to which such HST apply are payable under the term of this Lease. If the Tenant fails to pay such HST when due, the Landlord shall have the right, but not the obligation, to make such payments to the relevant authorities and to collect the HST together with any penalties and interest costs imposed by such relevant authorities from the Tenant upon demand.

2.5 Assessment Notices, Proof of Payment

The Landlord agrees to provide the Tenant with copies of all assessment notices forthwith after receipt. The Tenant further agrees to provide the Landlord with proof of payment of all Realty Taxes and utilities when requested to do by the Landlord.

2.6 Contesting of Assessment

The Tenant may contest the amount or validity of any Realty Taxes to the fullest extent permitted by law so long as it diligently prosecutes any contest or appeal in respect thereof, and provided that the Landlord is not made liable for any penalty, interest or charge in respect thereof, and the Tenant shall indemnify and save the Landlord harmless in respect thereof. If any installment of Realty Taxes or other taxes should be payable during a period when the amount or liability thereof is being contested by the Tenant, the Tenant shall either pay the same to the taxing authority under protest or post the requisite security with the taxing authority.

If either the Landlord or the Tenant is contesting or appealing the amount or validity of any Realty Taxes or other taxes the parties shall co-operate to the extent reasonably necessary (but only to the extent the they are not adverse in interest).

2.7 Business Taxes

In addition to Additional Rent, the Tenant shall, during the Term, pay, when due, all business Taxes to the lawful taxing authorities, or as Additional Rent to the Landlord if the Landlord is invoiced therefore, by the taxing authority having jurisdiction.

For the purposes of this Lease, “**Business Taxes**” means all taxes, duties, levies, assessments or licence fees levied, rated, charged or assessed against or in respect of any and every business carried on from the Leased Premises or in respect of the use or occupancy thereof by the Tenant.

2.8 No Right of Set-off

The Tenant expressly waives the benefits of section 35 of the *Commercial Tenancies Act*, R.S.O. 1990, c. L.7 and any amendments thereto and any present or future enactment of the Province of Ontario permitting the Tenant to claim a set-off against Rent for any cause whatsoever.

2.9 Additional Rent Deemed Rent

All Additional Rent shall be deemed to be rent and the Landlord shall have all rights against the Tenant for default in payment of Additional Rent as for default in the payment of Basic Rent.

2.10 Interest on Arrears

If the Tenant fails to pay Basic Rent when due, the Tenant shall pay interest on the unpaid amount at the ScotiaBank’s prime lending rate from time to time plus five (5.0%) per annum, n compounded monthly from the date due until the date paid, without prejudice to and in addition to any other remedy available to the Landlord under this Lease or at law.

2.11 Net Lease to Landlord

This Lease and the Basic Rent payable hereunder shall be absolutely net to the Landlord, except as expressly provided herein. Any obligation which is not stated to be that of the Landlord shall be deemed to be that of the Tenant.

**ARTICLE 3
GENERAL COVENANTS**

3.1 Tenant's Covenants

The Tenant covenants with the Landlord:

- (a) to pay Basic Rent, Additional Rent, administration charges, interest and any and all other monies due and/or owing as provided under this Lease;
- (b) to observe and perform all the covenants and obligations of the Tenant herein;
- (c) to ensure that all buildings, structures, sheds, equipment (including playground equipment and any infrastructure) are maintained in good repair, and is safe at all times;
- (d) to ensure the road which is used to access the beach is maintained and necessary repairs are done and the road is safe at all times;
- (e) to ensure on a constant, regular basis that Lands and all of the activities carried on the Lands are policed by the police force of the Tenant to a standard consistent with good policing standards appropriate for such a facility;
- (f) to fence in the entire area of the Lands to ensure that all of the Tenant's activities and uses on the Lands are segregated from the Landlord's remaining property and facilities; and,
- (g) to provide to employees of the Landlord free admission to the Lands and the facilities located thereon.

3.2 Landlord's Covenants

The Landlord covenants with the Tenant:

- (a) for quiet enjoyment; and
- (b) to observe and perform all the covenants and obligations of the Landlord herein.

**ARTICLE 4
LANDLORD'S WORK AND TENANT'S WORK**

4.1 Landlord's Work – NONE

4.2 Tenant's Work

The Tenant hereby covenants and agrees to perform or cause to be performed, at the Tenant's sole cost and expense, any work that is required to be completed in a good and workmanlike manner and in accordance with all applicable laws to the reasonable satisfaction of the Landlord .

4.3 Construction Liens

The Tenant covenants that it will not permit any construction or other liens for work, labour, services or materials supplied to or for the Tenant or for the cost of which the Tenant maybe liable to pay, to attach to the Leased Premises or any portion thereof or to any buildings and/or other improvements erected upon the same and that whenever and so often as any such liens shall be filed or attached the Tenants will within five (5) days after the Tenant has notice of the claim for lien either pay the same or procure the discharge thereof by giving security or in such other manner as is or may be required or permitted by law.

**ARTICLE 5
RESERVATIONS TO LANDLORD**

5.1 Reservation of Access

The parties hereby agree that the Landlord, its employees, agents or representatives, shall have reasonable access to and over the Leased Premises for the purposes of:

- (a) exploring for and/or establishing facilities for the exploration for and/or mining and recovery of mines and minerals beneath the Leased Premises; or
- (b) formulating and executing plans for the decommissioning and/or the rehabilitation of the Leased Premises and/or other lands of the Landlord adjacent to and/or in the vicinity of the Leased Premises.

5.2 Reservation of Use

In the event that the Tenant's use of the Leased Premises materially interferes with the Landlord's continuance or development of its operations or business, the Landlord may terminate this Lease by giving one hundred and eighty (180) days prior written notice to the Tenant and shall refund *pro rata* the portion of rent, if any, accruing due after the date of the said termination and the Parties shall be released from any further obligations with respect to any matter under this Lease.

The Tenant hereby agrees that the Landlord, its employees, agents or representatives, shall have reasonable access to and over the Leased Premises for the purposes of:

- (i) exploring for and/or establishing facilities for the exploration for and/or mining and recovery of mines and minerals beneath the Leased Premises; or
- (ii) formulating and executing plans for the decommissioning and/or the rehabilitation of the Leased Premises and/or other lands of the Landlord adjacent to and/or in the vicinity of the Leased Premises.

ARTICLE 6 USE OF LEASED PREMISES

6.1 Use of Leased Premises

The Tenant covenants and agrees that the Leased Premises will be used solely for a summer-seasonal recreational community beach and playground, and the Tenant shall not use or permit to be all or any part of the Leased Premises for any other purpose. The Parties acknowledge and agree that the sale or use of alcohol or cannabis on the Leased Premises is prohibited. The Parties acknowledge and agree that only mobile commercial establishments will be permitted on the property and no permanent commercial establishments will be permitted without the Landlords consent. The Parties agree that there are no other representations, warranties or conditions between the Landlord and Tenant for the use or occupation of the Leased Premises. Furthermore, the Tenant agrees that this Lease is for the use of the surface rights only of the Leased Premises and the Landlord expressly saves, excepts and reserves unto itself, its successors and assigns, all metals and minerals on the said land, along with the right to enter upon the land to remove same.

6.2 Waste and Nuisance

The Tenant shall not carry on any business or do or suffer any act or thing which in the Landlord's opinion may constitute or result in a nuisance to the Landlord or, if any, to other tenants in the local geographic area, or do or suffer any waste or damage to the Leased Premises or the local geographic area.

6.3 Applicable Laws

The Tenant shall at its own expense comply with all laws, by-laws, rules, regulations, orders and instructions of any municipal, provincial, federal or other governmental authority which in any manner relates to or affects the Leased Premises and buildings thereon or the Tenant's use thereof. The Tenant shall indemnify and save harmless the Landlord from any loss or damage, expenses, costs, penalties, charges or fines to which the Landlord may be put or suffer by reason of the breach of any such law, by-law, rule, regulation or order.

6.4 Entry Prior to Expiry

The Landlord and its agent may, at all reasonable times during the last four (4) months of the Term, or Renewal Term if applicable, of this Lease, enter the Leased Premises and improvements thereon to exhibit the same for purposes of sale or rent and may display the usual "**For Sale**" or "**To Let**" signs thereon.

6.5 Maintenance and Repair by the Tenant

The Tenant shall maintain and repair or cause to be maintained and repaired as would a prudent tenant, all improvements on the Leased Premises, reasonable wear and tear only excepted.

6.6 Clean Condition

The Tenant shall, at its own expense, keep the Leased Premises in good repair, and the Tenant covenants to properly care for the grass, trees, bushes, shrubs and plants now growing and which may at any time grow on the Leased Premises. The Tenant shall maintain the Leased Premises in a clean and orderly condition. The Tenant shall not allow any refuse, garbage or any loose or objectionable material to accumulate on or about the Leased Premises, and the Tenant agrees to keep the premises in a clean and wholesome condition and, on Termination, the Tenant agrees to leave the Leased Premises in good condition and to remove any waste or rubbish at his own expense. Specifically, the Tenant agrees to dispose of all garbage and waste in an applicable government approved waste disposal site.

The Tenant shall not cut down any trees nor sell or remove any wood or timber from the Leased Premises.

ARTICLE 7 ENVIRONMENTAL MATERIAL

7.1 Initial Report –

The Tenant within the first three (3) years at the Tenant's sole expense shall provide to the Landlord a Phase 1 Environmental Report relating to the Lands and, if recommended in such Phase 1 report a Phase 2 report, any clean-up required by such Report(s) for contraventions of Environmental Laws shall be undertaken and completed by the Tenant at the Tenant's sole expense. For greater certainty, the Tenant shall not be responsible for any remediation or clean-up under this Section 7.1 to the extent that the Landlord is responsible for those obligations according to the terms of Section 7.5 below. In particular the City shall include in such reports reference to the storage of any fuel on the Lands and the sewage holding tank associated with the washroom building and provision for the renewal of such sewage holding tank at the end of the Term.

7.2 Landlord Right to Audit

The Landlord may at any time, at its cost, during the Term or any renewal(s) hereof conduct an environmental assessment of the Leased Premises. In conducting such an assessment, the Landlord shall not unreasonably interfere with the Tenant's operations on the Leased Premises. Should the assessment disclose any contravention of Environmental Laws attributable to or caused by the Tenant's use of the Leased Premises, then, upon notice of such contravention and subject to Section 7.5 below, the Tenant shall forthwith remedy such at its expense and compensate the Landlord for all costs associated with the assessment. Should the Tenant not proceed diligently to remedy any contravention, then the Landlord may do so for which the Tenant agrees to compensate the Landlord for all costs incurred for such remedy, which costs shall be considered to be Additional Rent payable within fifteen (15) days after demand.

7.3 Exit Report

The Tenant hereby covenants and agrees to obtain a Phase 2 environmental assessment of the Leased Premises (the "**Exit Report**") by an independent and qualified environmental consultant within three (3) to six (6) months prior to the expiry of the Lease and provide a copy of the Exit Report to the Landlord forthwith upon receipt by the Tenant. If the Exit Report reveals contamination at the Leased Premises which are in contravention of Environmental Laws and at levels exceeding those set out in the Initial Report or attributable to or caused by the Tenant's use of the Leased Premises, then the consultant preparing the Exit Report shall also include in the Exit Report its recommendations for remediating the Leased Premises in order that the Leased Premises are returned to the same condition as set out in the Initial Report and/or removal of contamination resulting from the Tenant's use of the Leased Premises so that there is no longer any contravention of Environmental Laws (the "**Remediation**"). Subject to Section 7.5 below, the Tenant shall complete any Remediation which the Tenant is obligated to conduct at its sole expense prior to the expiry of the Lease. The Landlord hereby grants to the Tenant the right to extend the Lease on a month-to-month basis for so long as the Tenant reasonably requires in order to complete the Remediation. The Landlord and the Tenant shall continue to be subject to all terms and conditions of this Lease, except as to duration, in the absence of a written agreement between the Landlord and the Tenant to the contrary. The Tenant shall be required to compensate the Landlord, its successors and assigns for all demolition or destruction on, under or to the Leased Premises in order to complete the Remediation. The Tenant shall be required to rebuild or repair any demolished or destroyed property on, under or attached to the Leased Premises during or following the Remediation, or, if such is not possible in the circumstances, monetary compensation for the diminution in the fair market value of the Leased Premises due to the loss of the property.

7.4 Conduct of Assessments

The Landlord hereby grants to the Tenant, its employees, servants, agents and consultants, the right to conduct the Phase 2 environmental assessments described in Section 7.

7.5 Prior Breaches

Notwithstanding the foregoing or anything else contained in this Lease, the Landlord shall be solely responsible for promptly complying with and remedying at its sole expense any contraventions of Environmental Laws in respect of the Leased Premises existing prior to the Tenant's occupation of the Leased Premises (whether such occupation occurred under this Lease, or any other prior lease or legal arrangement involving the Tenant, or any of its corporate predecessors) or which have been caused by the Landlord, its corporate predecessors and predecessors-in-title to the Leased Premises (which include, without limiting the generality of the foregoing, Inco Limited and The International Nickel Company of Canada Limited) and all persons for whom they are, or were, responsible for. The Landlord hereby agrees to indemnify and save harmless the Tenant, and all of its servants, agents, employees, contractors and persons for whom the Tenant is in law responsible (the "**Tenant Indemnified Parties**"), against any cost, fines, suits, damages, claims, demands and causes of action which the Tenant Indemnified Parties may be subject to as a result of any such contraventions, which indemnity shall survive the termination or

expiration of this Lease. Provided, however, the Landlord shall not be responsible for any contraventions of Environmental Laws relating to the washrooms on the Leased Premises installed by the Tenant.

7.6 Environmental Material

- (c) As used herein:
 - (i) **“Environmental Laws”** means all statutes, laws ordinances, codes, rules, regulations, orders, notices and directives, nor or at any time hereafter in effect, made or used by any municipal, provincial or federal government, or by any department, agency, board or office thereof, or by any board of fire insurance underwriters or any other agency or source whatsoever, regulating, relating to or imposing liability or standards of conduct concerning any matter which may be relevant to the use or occupancy of the Leased Premises or any part thereof or the conduct of any business or activity in, on, under or about the Leased Premises or any part thereof, or any material, substance or thing which may at any time be in, on, under or about the Leased Premises or any part thereof or emanate therefrom; and
 - (ii) **“Hazardous Substance”** means any contaminant, pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste or material, flammable or explosive substance, radioactive material, or any other waste, substance or material whatsoever, covered by or regulated under any Environmental Laws.
- (d) The Tenant covenants with the Landlord that:
 - (i) the Tenant shall not use or permit or suffer the use of the Leased Premises or any part thereof to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substance except in strict compliance with all Environmental Laws including, without limitation, the *Environmental Protection Act* and all other Environmental Laws in respect of environmental, land use, occupation, or health and safety matters. If the Tenant fails to comply with any such Environmental Laws, the Landlord may, but shall not be obligated to, do such things as necessary to effect such compliance, and all costs and expenses incurred by the Landlord in so doing, together with an administration charge equal to 15% of such costs and expenses, shall be payable by the Tenant to the Landlord as Additional Rent within fifteen (15) days after demand;
 - (ii) the Tenant shall notify the Landlord within five (5) days after receipt of any order, directive, notice or other communication whatsoever received from any governmental or other authority relating to any Environmental Laws, which notice shall be accompanied by a copy of such order, directive, notice or other communication and the Tenant shall keep the Landlord advised on a weekly basis of the Tenant's progress in complying with same;
 - (iii) the Landlord shall be entitled at any time or times to inspect the Leased Premises and to conduct such other investigations as in its sole discretion it deems necessary for the purpose of satisfying itself as to compliance by the Tenant with all Environmental Laws and with all provisions of this Lease. Without limiting the generality of the foregoing, the Landlord shall have the right to conduct such physical inspections of the Leased Premises and examination of documentation relating to the Leased Premises and the conduct of business thereon by the Tenant as the Landlord may deem necessary and for such purpose the Tenant shall produce, at the offices of the Tenant, all of its relevant files, books, records, statements, plans and other written information in the Tenant's possession relating to the Leased Premises and the operations of the Tenant thereon, provided that all of such information shall be used by the Landlord solely for the purpose of ensuring compliance by the Tenant with the provisions of this Lease and shall otherwise be kept strictly confidential;
 - (iv) the Tenant will indemnify and save harmless the Landlord and all of its servants, agents, employees, contractors and persons for whom the Landlord is in law responsible, against any and all losses, liabilities, claims, damages, interest, penalties, fines, monetary sanctions, costs and expenses whatsoever, including without limitation costs of professional advisors and consultants and experts in respect of investigation, remedial action and clean-up costs and expenses, arising in any manner whatsoever out of: (A) any breach by the Tenant of any provisions of this Lease or any non-compliance with any Environmental Laws; (B) any act or omission of any persons on the Leased Premises or any use or occupancy of or any thing in, on, under or about the Leased Premises, including, without

limitation, the generating, manufacture, refinement, treatment transportation, storage, handling, disposal, transfer, production or processing of any Hazardous Substance by the Tenant or any other person in, or, under or about the Leased Premises, and any nuisance arising therefrom; (C) any act or omission of the Tenant or any of its servants, agents, employees, invitees, licensees, subtenants, concessionaries, contractors or persons for whom the Tenant is in law responsible on or about the Leased Premises or elsewhere; or (D) any illness, injury, or death of persons, or any loss or damage to property, on or about the Leased Premises; and

- (v) If at any time required by the Landlord, or by any governmental or other authority pursuant to any Environmental Laws, the Tenant will take all required remedial action in respect of any Hazardous Substances in, on, under or about the Leased Premises or emanating therefrom, including, without limitation, any repairs or replacements to the Leased Premises or any buildings or other leasehold improvements in or on the Leased Premises and the removal, treatment, disposal, restoration and replacements of the soil or any other part of the Leased Premises; and
- (vi) The Landlord shall not be liable to the Tenant from any Hazardous Substance activities conducted on the Leased Premises however caused, whether or not consented to by the Landlord and the Tenant shall indemnify, defend with counsel, and hold the Landlord harmless from and against any claims, damages, costs and liabilities arising out of any and all such Hazardous Substance activities.

7.7 Endangered Species

The parties hereto acknowledge that the Leased Premises is a habitat for an and endangered species of wildlife, being the Fowler's Toad, and that this species of toad and its habitat are protected under Ontario's *Endangered Species Act*, 2007, S.O. 2007, c.6. The Tenant agrees to take all steps necessary to protect this and other wildlife that may inhabit the Leased Premises, and to adhere to all laws and regulations required in this regard, including participation in stewardships or reserach that may be available for these animals.

This section shall survive the expiration or earlier termination of this Lease.

ARTICLE 8 INSURANCE

8.1 Tenant's Insurance

The Tenant shall obtain and maintain at their sole costs and expense, throughout the term of this Lease Agreement the following insurance on a primary and non-contributory basis, with insurers deemed acceptable to the Landlord in its sole discretion:

- (a) "All Risks" Property insurance which shall insure the Leased Premises and Tenant's Property on a property every description basis on a full replacement cost basis without deduction for depreciation against direct physical loss or damage and/or mechanical breakdown caused by all perils, including but not limited to earthquake;
- (b) Third Party Liability Insurance, insuring against bodily injury, death and property damage with Policy Limits of TEN MILLION (\$10,000,000.00) DOLLARS per occurrence. Without limiting the foregoing subclause, this shall include the following extensions, commonly known as Occurrence Property Damage; Blanket Contractual Liability; Non Owned Automobile Liability; Cross Liability and Severability of Interests Clause; Personal Injury; Owners and Contractors Protective; Contingent Employers' Liability; and Sudden and Accidental Pollution coverage;
- (c) Workers Compensation coverage for all employees provided from the Workers' Compensation Board of the Province in which Tenant is resident;
- (d) such other coverage or increases as the Landlord may consider necessary.

8.2 Insurance

All insurance required to be maintained by the Tenant in 8.1 shall be on terms and with insurers to which the Landlord has no reasonable objection. Each of policies required in 8.1 (a), (b) and (d) shall name the Landlord as an additional insured, Tenant shall provide the Landlord with Certificates of Insurance, evidencing all of the above stated insurance coverages, within 5 days of the effective date of this

Agreement. Such Certificates shall contain clauses stating that the Landlord shall receive thirty (30) days' advance notification of any material change and/or termination or cancellation of any and all of the insurance policies herein. It is agreed that the Tenant is not required to include a waiver of subrogation clause in any of its insurance policies.

8.3 Release of Landlord by Tenant

The Tenant agrees that the Landlord shall not be liable to any extent for any personal injury or death of, or loss or damage to any property belonging to the Tenant or any other person in, on or about the Leased Premises unless resulting from the actual gross negligence of the Landlord (but only to the extent of such actual gross negligence) or unless resulting from a breach of the obligations of the Landlord under this Lease. In no event shall the Landlord be liable for any damage which is caused by steam, water, rain or snow which may leak into, issue or flow in the Leased Premises from any other place or quarter.

In addition, the Tenant releases the Landlord from all losses, damage, expenses, costs, claims or liabilities in respect of loss, damage or liabilities required to be insured against by the Tenant.

8.4 Indemnity of Landlord by Tenant

The Tenant shall indemnify and save harmless the Landlord, its directors, officers, employees, servants and agents against and from any and all expenses, costs, damages, suits, actions or liabilities arising or growing out of any default by the Tenant hereunder, and from all claims and demands of every kind and nature made by any person or persons to or against the Landlord, for all and every manner of costs, damages suits, actions or liabilities or expenses incurred by or injury or damage to such person or persons or his, her or their property, which claims or demands may arise however out of the use and occupation of the Leased Premises by the Tenant or its business, or any subtenant or occupant, invitee or licensee authorized by the Tenant or by any assignee or sublessee thereof or other persons entering onto the Leased Premises, and from all costs, counsel fee, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. This provision survives the Termination of the Lease.

Specifically, the Tenant hereby acknowledges and agrees that the water levels in and around the Leased Premises are affected by fluctuating levels from time to time, and that the water levels are not controlled or managed by the Landlord in any way. The Tenant agrees that if any of the buildings, equipment, including but not limited to mobile equipment, structures and Tenant's Improvements or other property on, in or under the Leased Premises are lost or damaged by fluctuating water levels, the Tenant shall indemnify and save harmless the Landlord from all claims, actions, suits and demands of every kind and nature made by any person or persons to or against the Landlord as a result of such loss or damage.

8.5 Extended Meaning of "Landlord" and "Tenant"

For the purposes of every provision of this Lease which includes a release or indemnity, "Tenant" shall mean the Tenant, its directors, officers, servants, agents, assistants, employees, invitees, licensees, contractors and subcontractors and all those for whom the Tenant is responsible for in law, and, "Landlord" shall mean the Landlord, its officers, directors, servants, agents, assistants, employees, invitees and contractors and all those for whom the Landlord is responsible for in law.

ARTICLE 9 BUILDINGS, EQUIPMENT, REPAIRS

9.1 Tenant's Structures

The parties hereto agree that the following structures and equipment are located on the Leased Premises and are owned by the Tenant (the "Tenant's Assets"):

LIST OF ALL BUILDINGS, STRUCTURES, PLAYGROUND EQUIPMENT

The parties hereto agree that the following structures and equipment are located on/serve the Leased Premises and are owned by the Landlord (the "Landlord's Assets"):

LIST OF ALL WATER DELIVERY INFRASTRUCTURE, BUILDINGS, STRUCTURES, EQUIPMENT OWNED BY VALE
....

9.2 Repairs

The Tenant shall, with reasonable dispatch and in a good and workmanlike manner and so as to keep the same in good condition and repair, at the Tenant's expense and throughout the Term of this Lease, keep

in good condition and repair the Leased Premises and all of the Tenant's Assets, as well as all electrical and telephone outlets and conduits, all signs, lights, fences and all mechanical and electrical equipment within the boundaries of the Leased Premises including those parts of the water delivery system that are buried or otherwise exist within the boundaries of the Leased Premises.

The Tenant will be responsible for the costs of any damages to roadways, culverts or other road infrastructure, beyond reasonable wear and tear.

The Tenant shall also make good any damage to the Leased Premises during the Lease and which is not Insured Damage, excluding any damage caused by the wilful misconduct or negligent act or omission of the Landlord.

The Landlord shall, with reasonable dispatch and in a good and workmanlike manner and so as to keep the same in good condition and repair, at its own expense and throughout the Term of this Lease, keep in good condition and repair the Landlord's Assets, and all mechanical and electrical equipment within the boundaries of the Leased Premises

9.3 Entry by Landlord to View State of Repair

The Landlord shall be entitled to enter and view the state of repair of the Leased Premises provided that nothing herein shall be construed so as to require repairs to be made by the Landlord except as expressly provided in this Lease. The Tenant will repair, according to notice, as specified in Section 9.2.

9.4 Notice of Defects

The Tenant shall give to the Landlord prompt notice of any problem with the Leased Premises or any damage to the Leased Premises or any part thereof howsoever caused; provided that nothing herein shall be construed as to require repairs to be made by the Landlord except as expressly provided in this Lease.

9.5 Termination after Damage

If the Leased Premises are destroyed or damaged by any cause to the extent that, in the Landlord's architect's reasonable opinion to be given in writing to the Tenant within thirty (30) days after the occurrence of such damage or destruction, they are unable to be repaired or rebuilt within one hundred and eighty (180) days after such destruction or damage, then either the Landlord or the Tenant may terminate this Lease by notice to the other, to be given within thirty (30) days after the giving of the Landlord's architect's reasonable opinion above referred to, and the Tenant shall immediately thereupon surrender the Leased Premises and this Lease to the Landlord and rent shall be apportioned to the date of such destruction or damage (subject to the payment of rent from the date of such destruction or damage to the date of surrender in the same proportion that the part of the Leased Premises fit for occupancy by the Tenant until such surrender of the total area of the Leased Premises).

9.6 Abatement of Rent

If the Leased Premises are destroyed or damaged, and the Tenant and Landlord receives insurance proceeds as a result by reason of any cause and this Lease shall not have been terminated, each of the Landlord and the Tenant shall, with all reasonable diligence and in compliance this Lease, make all repairs which were their respective obligations pursuant to the terms of this Lease. All Basic Rent payable hereunder shall abate until the Tenant is able to operate its business again on the Leased Premises.

ARTICLE 10 ASSIGNMENT AND SUBLETING

10.1 Consent of Landlord

The Tenant shall not assign or sub-let or otherwise part with possession of all or any part of the Leased Premises without the prior written consent of the Landlord.

ARTICLE 11 TENANT IMPROVEMENTS

11.1 Tenant Improvements

The Tenant shall not alter, enlarge or replace any buildings on the Leased Premises (an "Improvement") without first obtaining the Landlord's prior written consent, which consent shall not be unreasonably withheld. Any such Improvement shall be in compliance with all applicable laws, by-laws, regulations and orders of any municipal, provincial, federal governmental authority having jurisdiction over the Leased Premises.

11.2 Tenant's Removal of Fixtures and Leasehold Improvements

The parties agree that all of the trade fixtures, equipment and machinery (not forming part of the Leased Premises) and all of the Tenant's other chattels and personal property in the Leased Premises (collectively, the "**Tenant's Property**") are and shall remain the property of the Tenant. The Tenant shall remove, at its cost, all of the Tenant's Property upon the expiration or other termination of this Lease. The Tenant has the right to remove the Tenant's Property in the ordinary course of its business, for the purpose of repair or replacement or if the same shall have become excess for the Tenant's purposes. The Tenant shall promptly repair at its own expense, any damage caused by removal of any Tenant's Property.

11.3 Signs

The Tenant shall install in, upon or about the Leased Premises any signs connected with its operation in the Leased Premises which shall remain the property of the Tenant. These signs shall be clear and concise, posted at all entrances (including footpaths, roadways, sidewalks), and shall contain the hours of operation, appropriate warnings about trespass and unauthorized occupation or use. The Tenant shall remove such signs upon expiration or termination of the Term hereof, provided that the Tenant shall, at its own expense, make good any damage caused to the Leased Premises by any such installation or removal. All signs shall comply with all applicable municipal by-laws, ordinances and restrictions.

ARTICLE 12 EVENTS OF DEFAULT

12.1 Events of Default

Each of the following shall be an event of default of the Tenant:

- (a) whenever the Tenant defaults in the payment of any Basic Rent, Additional Rent or any other monies required under this Lease when due; or
- (b) whenever the Tenant defaults in the performance of any of its other obligations hereunder and such default can be remedied by the Tenant but is not remedied within 10 days after notice;
- (c) whenever the Tenant defaults in the performance of any of its other obligations hereunder and such default cannot be remedied by the Tenant; or
- (d) if the Tenant is adjudicated to be insolvent or makes an assignment for the benefit of creditors or in bankruptcy, or is declared bankrupt, or is in receivership, or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors or if any proceedings are taken by or against the Tenant under any winding-up or dissolution legislation, and such adjudication, assignment, declaration or proceedings are not set aside or revoked within 30 days after the making or taking of the same, or if the Tenant makes any sale of its assets under the *Bulk Sales Act* (Ontario), except to a successor in conjunction with a permitted assignment of this Lease; or
- (e) if the Leased Premises or a substantial part thereof are abandoned or become vacant or are not fully used or occupied while capable of use and occupancy, and remain so for a period of seven days (which does not include temporary vacancy or non-use for a longer period when necessary to accommodate the carrying out of renovations in the Leased Premises or a change in use of the Leased Premises); or
- (f) if the Leased Premises or any portion thereof is used by any other person or persons other than the Tenant or for any other purpose than that for which the same were let, in each case without the prior written consent of the Landlord.

12.2 Remedies by Landlord

Upon any event of default of the Tenant, then the current month's Basic Rent and Basic Rent for the next ensuing 3 months shall thereupon become immediately due and payable to the Landlord on demand and, in addition to any remedy which the Landlord may have by this Lease or at law or in equity, the Landlord may, at its option:

- (a) terminate this Lease and re-enter and take possession of the Leased Premises; and/or
- (b) enter the Leased Premises as agent of the Tenant, either by force or otherwise, without being liable for any prosecution therefor, and without being deemed to have terminated this Lease, and relet the Leased Premises or any part thereof as the agent of the Tenant, and receive the rent therefor to be applied on account of the Rent; and/or
- (c) exercise its right of distress and the Tenant hereby waives any present or future limitation on the Landlord's right of distress; and/or
- (d) terminate this Lease and re-enter and take possession of the Leased Premises and provide, by notice to the Tenant, for an immediate payment by the Tenant of an amount equal to the remainder, as of the date of an event of default by the Tenant, of Rent due under this Lease from such date to the last day of the Term of this Lease. If any part of such Rent cannot be absolutely determined as of such date, the Landlord shall estimate same on a reasonable basis. After receipt by the Landlord of such payment and after the

Landlord relets the Leased Premises, the Landlord shall remit to the Tenant, as and when rent is received therefor, an amount equal to (i) the lesser of (1) the amount received by the Landlord for any period and (2) the amount that would have been payable by the Tenant under this Lease for the same period, less (ii) 10% of such sum in (i) as an administration fee to the Landlord; and/or

- (e) without terminating this Lease, demand immediate payment from the Tenant of an amount equal to the remainder, as of the date of an event of default by the Tenant, of Rent due under this Lease from such date to the last day of the Term of the Lease. If any part of such Rent cannot be absolutely determined, as of such date, the Landlord shall estimate same on a reasonable basis. Upon payment of such amount by the Tenant to the Landlord, the Tenant shall be entitled to occupancy of the Leased Premises for the remainder of the Term in accordance with this Lease; and/or
- (f) suspend the supply to the Leased Premises of any benefit, service, utility or Additional Service furnished by the Landlord until the default is cured; and/or
- (g) apply to the courts for an order of specific performance or mandamus or an injunction compelling the Tenant to perform its obligations under this Lease, the Tenant acknowledging that damages are not a sufficient remedy.

12.3 Additional Self-help Remedy of Landlord

In addition to all other remedies the Landlord may have by this Lease, at law or in equity, if the Tenant does not perform any of its obligations hereunder, the Landlord, may at its option perform any of such obligations, after five days' notice to the Tenant or in the event of an emergency without notice, and in such event the cost of performing any of such obligations plus an administrative charge of 15% of such cost shall be payable by the Tenant to the Landlord forthwith on demand together with interest at a rate equal to the Prime Rate of the Bank of Canada plus five (5) percent from the date of the performance of any of such obligations by the Landlord to the date of payment by the Tenant.

12.4 Legal Costs

The Tenant hereby agrees to pay to the Landlord, within five days after demand, all legal fees, on a solicitor and his own client basis, incurred by the Landlord for the enforcement of any rights of the Landlord under this Lease or in the enforcement of any of the provisions of this Lease or in the obtaining of possession of the Leased Premises or for the collection of any monies from the Tenant.

12.5 Remedies Cumulative

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, or by statute, or at law or in equity, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord at law or in equity.

12.6 Non-Waiver

Any condoning, excusing or overlooking by either the Landlord or the Tenant of any default by the other at any time or times in respect of any obligation of the other herein shall not operate as a waiver of the non-defaulting party's rights hereunder in respect of such default or so as to defeat or affect in any way the rights of the non-defaulting party in respect of any such continuing or subsequent default by the defaulting party. No waiver shall be implied by anything done or omitted by a party. Any waiver of a particular default shall not operate as a waiver of any subsequent or continuing default.

ARTICLE 13 PROPERTY MANAGEMENT

13.1 Property Management

In addition to the Tenant's Covenants set out in Article 3 above and acknowledging that individuals are trespassing on the Lands/Leased Premises, the Tenant shall be responsible to ensure at all times during the Term that all trespassers are removed from the Lands/Leased Premises and, further, that any and all debris of any nature and/or kind is removed from the Lands/Leased Premises. In particular, and without limiting the generality of the foregoing, such debris shall include drug paraphernalia including but not limited to needles, all of which must be handled as a biohazardous waste.

ARTICLE 14 OWNERSHIP AND RIGHTS

14.1 Landlord Ownership

Notwithstanding any other provision in this Lease, the Landlord retains absolutely any and all subsurface rights under law to the Leased Premises.

14.2 Tenant's Buildings

The Landlord and Tenant acknowledge and agree as follows:

- (a) that all buildings and structures situate on the Leased Premises are owned by the Tenant;
- (b) that, despite any improvements on the Leased Premises by the Tenant or prior Lessees, the Tenant agrees such will not confer upon the Tenant any right to use the Leased Premises other than within the terms of this Lease, nor will it give the Tenant any right to or expectation of any future renewal of this Lease or another lease;
- (c) the Tenant hereby agrees that there is no obligation whatsoever for the Landlord to pay compensation for any buildings or structures which currently exist on the Leased Premises or shall hereafter be erected on the Leased Premises, including upon termination of the Lease, whether erected with or without the consent of the Landlord;
- (d) if the Tenant wishes to sell any of its buildings or structures situate on the Leased Premises, the Tenant shall notify the Landlord, in writing, of such intention to sell, at least sixty (60) days before the proposed closing date, and no such sale shall be effective without the Landlord's consent, in writing, which consent may not be unreasonably withheld

ARTICLE 15 GENERAL

15.1 Certain Rules of Interpretation

In this Agreement:

- (e) **Consent** – Whenever a provision of this Agreement requires an approval or consent and the approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (f) **Governing Law** – This Agreement is a contract made under and shall be governed by and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- (g) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (h) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (i) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (j) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, the provision shall, as to that jurisdiction, be ineffective only to the extent of the restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction, and without affecting its application to other Parties or circumstances.

15.2 Entire Agreement

This Agreement, and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

15.3 No Partnership

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent nor any other provisions contained herein, nor in acts of the parties herein shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

15.4 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided however that nothing herein shall be deemed to extend any specific date set out in this Lease. Notwithstanding anything herein contained, the provisions of this Section 15.4 shall not operate to excuse the Tenant from the prompt payment of Rent or any other payment required by the terms of this Lease nor shall the provisions of this Section 15.4 in any way extend the length of the Term. This Section 15.4 shall not operate when the delay or restriction is due to the lack of or unavailability of funds.

15.5 Time of the Essence

Time shall be of the essence of this Lease.

15.6 Waiver

Failure by either party hereto to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenant, as the case may be, of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular Rent so accepted, regardless of the Landlord's or Tenant's knowledge of such preceding breach at the time of acceptance or payment, as the case may be, of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by the Landlord or the Tenant unless such waiver be in writing by the waiving party.

15.7 Compliance with the Planning Act

It is an express condition of the within Lease, and the Landlord and the Tenant so agree and declare, that the provisions of Section 50 of the *Planning Act* (Ontario) and amendments thereto, or replacements thereof, be complied with if applicable in law.

15.8 Registration

The Tenant shall not register this Lease in full on the title to the Leased Premises. If the Tenant wishes to register a notice of this Lease, the Tenant shall deliver the form of notice to the Landlord for its prior written approval and a photocopy of the registered notice of this Lease after registration.

In the event of any conflict between the terms of this Lease and the terms of such notice, the terms of this Lease shall prevail.

The Tenant agrees that it will, at its sole expense, discharge and withdraw from title and such registration within 30 days after the expiration or sooner termination of this Lease. If such registration is not discharged and withdrawn during the aforesaid time, the Landlord shall have the right and is hereby appointed by the Tenant as its agent and attorney to prepare, execute and register such documentation as is required to discharge and withdraw any such registration.

15.9 Notice

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

- (a) in the case of the Landlord, to:
Attention: Legal Department
Vale Inco Limited
18 Rink Street
Copper Cliff, Ontario P0M 1N0
Phone: (705) 682-8337

Fax: (705) 682-6601
E-mail: Syrina.Patterson@vale.com

(b) in the case of the Tenant, to:
66 Charlotte Street
Port Colborne, Ontario L3K 3C8

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a business day, then the Notice shall be deemed to have been given and received on the next business day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section.

15.10 Amendments

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound.

15.11 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

15.12 Execution and Delivery

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile and or electronic mail format and all the counterparts and facsimiles or electronic mail formats together constitute one and the same agreement.

IN WITNESS OF WHICH the parties have duly executed this agreement under seal.

VALE CANADA LIMITED

Per: _____
Name: Ricus Grimbeek
Title: Director of Operations, Canada, U.K.
and Asian Refineries

I have authority to bind the corporation.

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

Per: _____
Name:
Title:

Name:
Title:

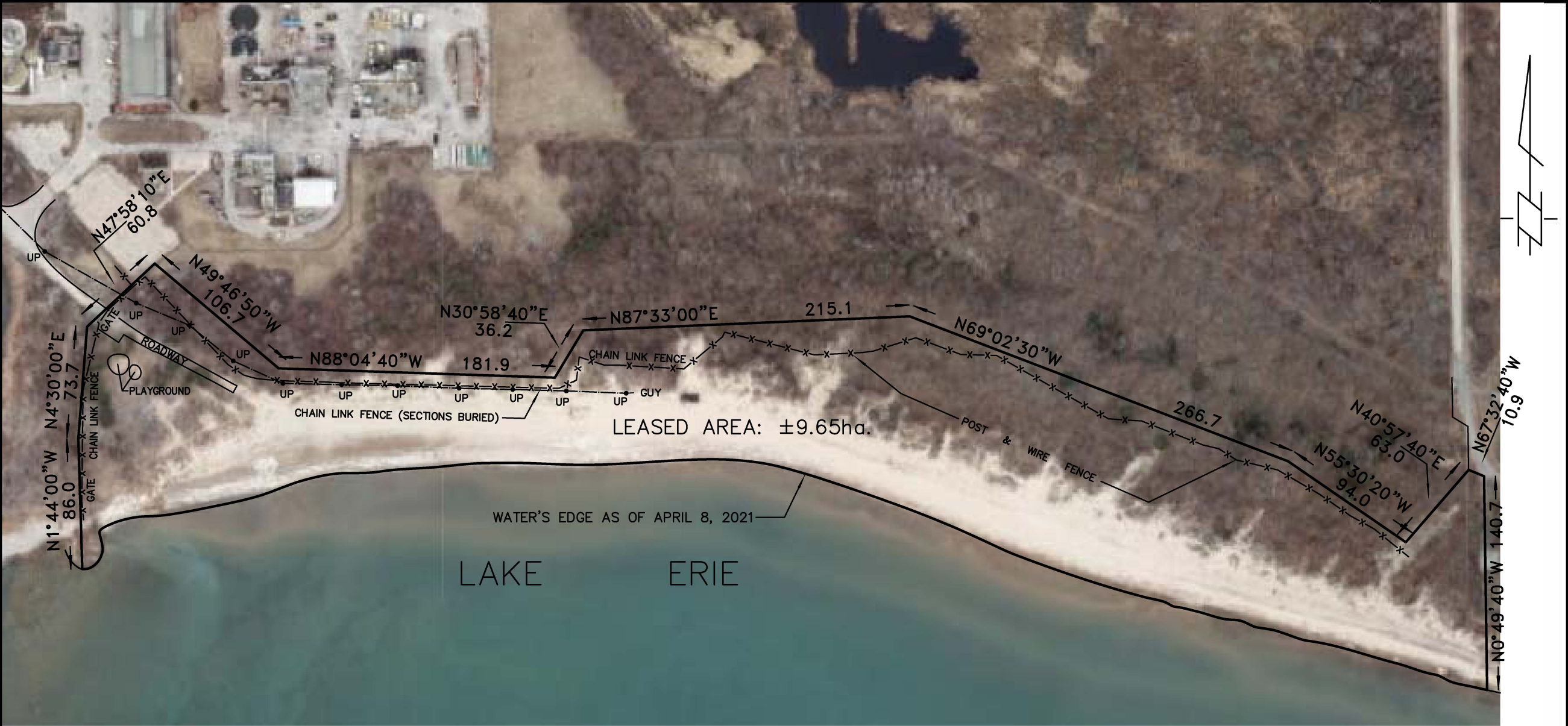
Schedule A – Legal Description

The Leased Premises for part of the following lands described on PIN 64457-0155 (LT):

LT 1 W/S DAVIS ST, 2 W/S DAVIS ST, 3 W/S DAVIS ST, 4 W/S DAVIS ST, 1 E/S MITCHELL ST, 2 E/S MITCHELL ST, 3 E/S MITCHELL ST, 4 E/S MITCHELL ST, 6 N/S LAKE ST, 7 N/S LAKE ST PL 849; WATER LT IN FRONT OF LT 24 CON 1 HUMBERSTONE; PT PARKLT 1 S/S DURHAM ST, 2 S/S DURHAM ST, 3 S/S DURHAM ST, 4 S/S DURHAM ST, 5 S/S DURHAM ST PL 849; PT LT 24-26 CON 1 HUMBERSTONE AS IN HU9797 EXCEPT SRO PT 1, 2, 3, 4, 5, 6, 7, 8, 59R5789 AND SRO PARTS 1 & 2 59R16580; PT DAVIS ST, LAKE ST PL 849 CLOSED BY PC10991, PC10992, RO98484, RO349371, AKA LAKE RD CLOSED BY RO98484; PT WATER LT IN FRONT OF LT 25 CON 1 HUMBERSTONE; PT WATER LT IN FRONT OF LT 26 CON 1 HUMBERSTONE; PT RDAL BTN LOTS 24 AND 25 CON 1 HUMBERSTONE CLOSED BY HU9948 S OF DURHAM ST AS IN AA7582, HU10054, HU9797, HU9796, HU10122, PC8668, PC10990, RO98485, PT 1, 59R2975, HU9793 EXCEPT HU10055, S/T & T/W RO549364; S/T RO322910; PORT COLBORNE

Schedule B – Sketch





LAKE ERIE


WATER'S EDGE AS OF APRIL 8, 2021

LEASED AREA: ±9.65ha.

CHAIN LINK FENCE (SECTIONS BURIED)

CHAIN LINK FENCE

POST & WIRE FENCE


**LANTHIER & GILMORE SURVEYING LTD.**
173 CLARENCE ST. PORT COLBORNE, ONT. (905) 835-5477

SKETCH OF LEASE AREA OF
NICKEL BEACH
IN THE
**CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA**

DRAWN BY: CM
SCALE: 1:3000

CHECKED BY: MG
SURVEY 22-532

MAY 12, 2021
DATE


MARK GILMORE
Ontario Land Surveyor



Subject: Port Colborne Municipal Drain

To: Council

From: Public Works Department

Report Number: 2021-148

Meeting Date: June 14, 2021

Recommendation:

That Public Works Department Report 2021-148 be received; and

That staff be directed to advance the Port Colborne Municipal Drain Engineer's Report to a 'Meeting to Consider', under Section 41, Chapter D.17 of the *Drainage Act*.

Purpose:

This report has been initiated in response to the final delivery of the Port Colborne Municipal Drain Engineer's Report, as prepared by Paul Marsh, P. Eng of EWA Engineering Inc. The purpose of this report is to provide Council with an update on the Engineer's Report and requisite actions pertaining to the Meeting to Consider.

Background:

Current information/research indicates that the earliest record of the Port Colborne Municipal Drain dates back to 1880-1900. The Port Colborne Drain, being a branch drain to the Wignell Municipal Drain, has undergone several changes and reports since the 1880s, including the deepening of the outlet and main Wignell Channel, widening of the drain, and implementation of a gate structure on the Wignell Drain. The original outlet for the Port Colborne Drain ran through what is now known as the parcel owned and operated by Vale. This section of drain was abandoned when the drain was redirected to outlet at the Wignell Drain south of the Friendship Trail and was subsequently renamed at that time.

The Port Colborne Drain is best described as an open channel ditch with an overall length of 3,368m, servicing a total area of 327.8 hectares. This watershed can be defined by two distinct catchment areas, the main drain, and one branch drain. The

main drain begins at the Friendship Trail and meanders northeast to Second Concession Road, whereas Branch Drain #1 collects runoff from Snider Road north of Highway #3 and outlets into the main drain just south of Highway #3.

In 2018, the Engineering & Operations Report No. 2018-103, presented Council with the background and rationale leading up to the appointment Paul Marsh, P. Eng of EWA Engineering to complete the new Engineer's Report for the Wignell, Michener and Beaverdam Municipal Drain.

Discussion:

The Port Colborne Drain is being considered through its own report, and the Wignell Drain will continue to be the outlet, thus still be assessed through the Wignell report. A reason for the separation of these reports is to ease the public process with intentions of expediting works should one drain be more contentious than the other.

The Port Colborne Drain proper, has experienced a number of changes, summarized below, which together made a new report necessary:

- Separation from the Wignell Drain to its own report,
- Severance of land which requires an update of assessment schedule,
- Slight boundary adjustment of the watershed,
- Relocations of certain portions of the drain,
- Renaming of the drain,
- Implementations of branch drains.

For these reasons, and the requirement for a new assessment schedule, this report has been revised in 2021.

Since his appointment in 2018, Paul Marsh, P. Eng. of EWA has completed a full Hydrological and Hydraulics study of the Wignell Municipal Drain watershed allowing for a comprehensive analysis of each sub watershed. Additionally, as a precursor to the Port Colborne Report, a baseline report was written and submitted on November 22, 2018. The Baseline Report reviewed any existing concerns within the watershed and established the direction of service that was required.

On October 24, 2018, the first Public Information Center (PIC) was held to introduce the newly appointed Engineer to the property owners within the watershed. Mr. Marsh explained where he had started with the project and collected information from concerned residents.

After processing concerns from the previous meeting, a second PIC was held, on March 7, 2019. Again, Mr. Marsh explained to those in attendance the solutions and the next steps.

The final version of the Engineer's Report by EWA Engineering Inc. was delivered to the City of Port Colborne on May 20, 2021, and subsequently filed with the City Clerk on June 11, 2020.

Receipt of the Engineer's Report, under Section 41, Chapter D.17 of the *Drainage Act*, requires advancement of the report to a Meeting to Consider and initiates the obligations of the public process, including mailing each owner of the watershed and more importantly public meetings dates.

Financial Implications:

The Engineer's Report, as it currently stands, indicates a total estimated cost of \$296,048.10 (as shown on page 2 of the Engineer's Report), for the construction of the Port Colborne Municipal Drain inclusive of engineering, administration, interest and HST (net). The total estimated cost of construction for the Port Colborne Drain and Branch Drain #1 is \$117,837.74, with the balance of \$178,210.36 for engineering and administration. Of the total estimated cost, the portion for the City's municipal properties is \$70,772.71 of which a portion will be allocated from the storm water fees and the remainder from the tax levy. These figures will be defined in a following report.

Should this report not proceed, the municipality will not have the opportunity to collect the funds that have already been spent to date. Those funds include the expense for the engineering of this report as outlined above, realignment work that was completed in 2016 by the municipality at a total of \$52,212.50 and the associated costs from the debenture that was taken in 2007.

All upfront administration and financing will be borne by the city. Once the report is adopted and the construction is completed, the cost of the project will be expensed to the assessed property owners, according to the schedules contained within the report.

Conclusion:

An up-to-date Engineer's Report allows for routine drain maintenance and, subsequently, effective roadside ditching programs, which in turn allows staff to provide a reasonable level of service.

The Municipality is bound by the *Drainage Act* to comply and proceed accordingly thus proceeding under Section 41 of the Act complies with these proceedings.

The advancement of this report then initiates a public process, beginning with the mailing of the Engineer's Report and a notification for the upcoming 'Meeting to Consider' to each owner within the watershed. (Due to the COVID-19 pandemic and recommendations by public health, the meeting will be held virtually.)

Appendices:

- a. Port Colborne Municipal Drain Report dated April 16, 2021.

Respectfully submitted,

Alana Vander Veen
Drainage Superintendent
905-835-2900 ext 291
Alana.VanderVeen@portcolborne.ca

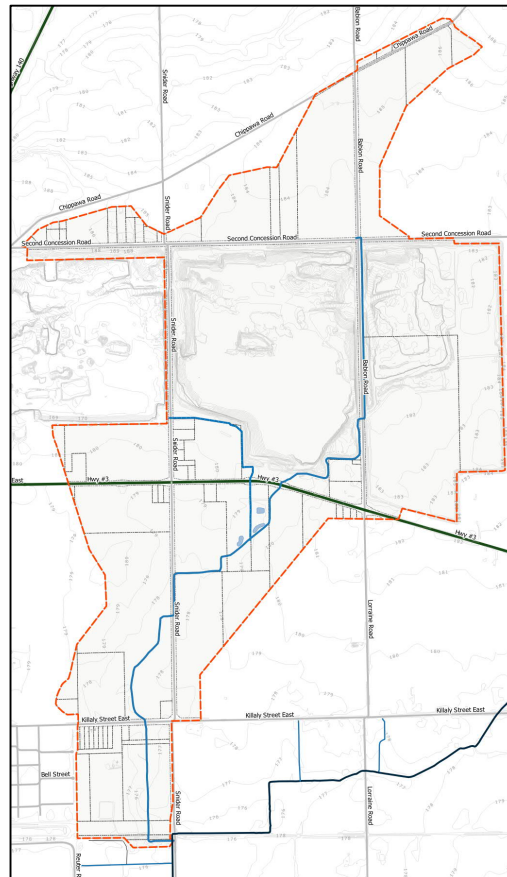
Report Approval:

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



Port Colborne Municipal Drain Report

City of Port Colborne



April 16, 2021

Project No: EWA-189999

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EWA Engineering Inc.

84 Main Street, Unionville, Ontario
L3R 2E7
647.400.2824

www.ewaeng.com

City of Port Colborne
Port Colborne Drain Report

Revision and Version Tracking

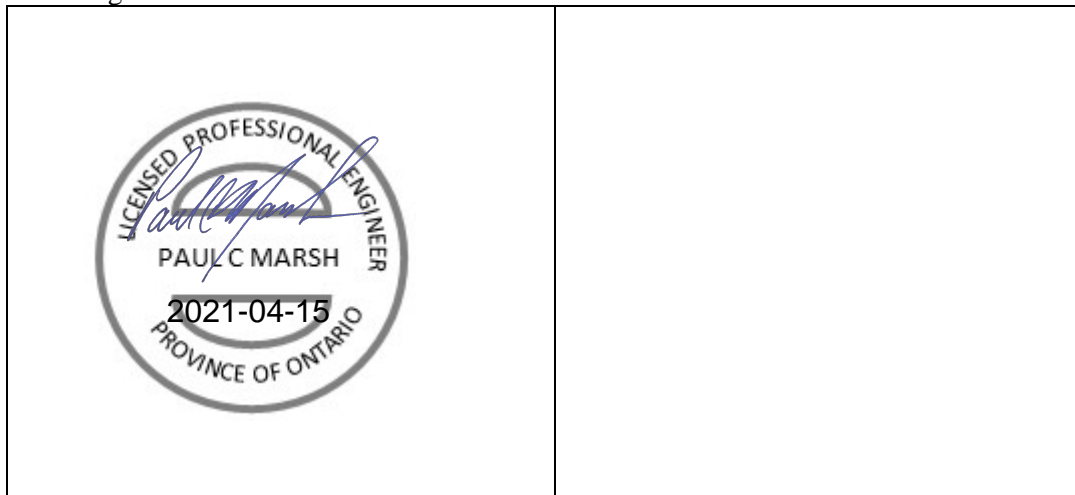
Title: Port Colborne Drain Report

Submission Date: April 16, 2021

Version #	Issued As:	Prepared by	QA/QC	Editor	Date:
103	Issued For Report	P.Marsh	K. Graham	P.Marsh	Apr 16, 2021
102	Issued For Final Review	P.Marsh	A.Vander Veen		Dec. 7, 2020
101		P.Marsh		P.Marsh	Nov 13, 2020
100	Issued as Final	P.Marsh	A.Vander Veen		May 15, 2020
99	Issued for Final Review	P.Marsh	A. Vander Veen	P.Marsh	Dec. 13, 2019
95	95% Issued For Review	P.Marsh		P.Marsh	April 12, 2019
070	70% Issued For Review	P.Marsh		P.Marsh	
025	25% Outline IFR				Sept. 18, 2018

FileName: 189999_PortColborneDrainReport_v103Final.docx

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1 Executive Summary

The Port Colborne Municipal Drain is located in the eastern portion of the City of Port Colborne. It has an outlet into the Wignell Drain, immediately south of the Friendship Trail and ends at the Second Concession Road and Babion Rd.

The City of Port Colborne retained Paul Marsh, P.Eng of EWA Engineers Inc. to prepare a Drainage Report under the Drainage Act R.S.O. 1990 for the Port Colborne Drain. See appointment resolution of Council included in Appendix D.

This report includes a description of all work, associated plans, cost estimates, and assessment schedules for the proposed work for the Port Colborne Drain, as well as the proposed Branch Drain. The report has been prepared in accordance with the requirements of the Drainage Act, Chapter D.17 of the Revised Statutes of Ontario, Section 4 and 78. The works are described as predominately maintenance with specific improvements identified.

This report includes drain improvements, including drain maintenance, to ensure suitable channel design flows are achieved and extending the drain to the Second Concession to match the original inflow prior to the expansion of the quarry. The drain improvements have been developed through plan and profile drawings. The drawings include As Constructed data for drain improvements already constructed by the City of Port Colborne in 2016 including re-alignment of the drain south of Highway #3.

The following are summary descriptions of the planned improvements:

1. Extension of the drain along the east side of Babion Rd.
2. Re-laying the culverts at the intersection of Babion Rd. and Second Concession Rd.
3. Using the existing outlet (called Wignell Drain in past reports) for the Port Colborne Branch #1 Drain.
4. Maintenance of the Port Colborne Branch Drain #1 to the Snider Rd. ROW.

The following is a summary of the project financial values as prepared in the attached Assessment Schedule included in Appendix C.

Items	Costs
Port Colborne Drain	
Estimated Construction Costs	\$54,068.
Previous Works – completed prior to 2018	\$52,212.
Eligible Administration Costs	\$170,157.
Calculated Allowances	\$939.
Sub-Total Port Colborne Drain	\$277,376.
Port Colborne Branch #1 Drain	
Estimated Construction Costs	\$10,340.
Eligible Administration Costs	\$8,052.
Calculated Allowances	\$277.
Sub-total Port Colborne Branch #1 Drain	\$18,669.
Total:	\$296,045.

The Port Colborne Drain is organized into two distinct catchments as follows:

- Port Colborne Drain serving 327.8Ha, with an open channel drain including private crossings and having a Drain length of 3,368m.
- Branch Drain #1 serving 14.8Ha with an open channel drain length of 823m.

The Port Colborne Drain Assessment Summary is as follows:

Benefit Assessment (Section 22)	
Private Lands	\$763.50
Total - Benefit Assessment (Section 22)	\$763.50
Outlet Liability Assessment (Section 23)	
Private Lands	
Road Right of Way Lands	\$225,489.15
Total - Outlet Liability Assessment (Section 23)	\$225,489.15
Special Benefit Assessment (Section 24)	
Port Colborne Drain	\$5,600.09
Total - Special Benefit Assessment (Section 24)	\$5,600.09
Special Assessments (Section 26)	
City of Port Colborne	\$40,448.80
MINISTRY OF TRANSPORTATION ONTARIO	\$5,076.19
Total: Port Colborne Drain	\$45,525.00
Total - Special Assessments (Section 26)	\$45,525.00
Forecasted Total Drain Assessments	\$277,377.74

The Port Colborne Branch #1 Drain Assessment Summary is as follows:

Outlet Liability Assessment (Section 23)	
Private Lands	\$3,096.49
Road Right of Way Lands	\$1,450.25
Total - Outlet Liability Assessment (Section 23)	\$4,546.74
Special Assessments (Section 26)	
City of Port Colborne	\$7,008.46
MINISTRY OF TRANSPORTATION ONTARIO	\$7,115.18
Total - Special Assessments (Section 26)	\$14,123.64
	\$18,670.38

This report and the proposed improvements are based on instructions from the City of Port Colborne and in consultation with the local landowners. The cost of these improvements is shared across all areas that use the Drain by way of allowances and assessments consistent with the Drainage Act of Ontario.

2 Introduction

The City of Port Colborne retained Paul Marsh, P.Eng of EWA Engineers Inc. to prepare a Drainage Report under the Drainage Act R.S.O. 1990 for the Port Colborne Municipal Drain formerly the Wignell Municipal Drain.

In addition to the Port Colborne Drain Report, there are other Drain Reports being prepared concurrently and they are:

- Wignell Drain, outlets to Lake Erie across Lakeshore Rd. East and proceeds northerly for 7.2km.
- Michener Drain, outlets to Wignell at 0+010 north of the Lakeshore Rd. East and proceeds northerly for 1.7km, ending south of the Friendship Trail.

The Port Colborne Drain originally had an outlet to Lake Erie but was diverted to the Wignell Drain by a previous Engineer's report. The remaining portion has been referred to as a branch of the Wignell Drain, but by the preparation of this Engineer's Report with a revised Assessment Schedule, it will be recognized as the Port Colborne Drain with an outlet to the Wignell Drain south of the Friendship Trail. This report also recognizes the already existing channel as a Branch Drain west to Snider Rd. called Port Colborne Branch Drain #1. The following Figure presents the proposed drain names and drainage boundaries.

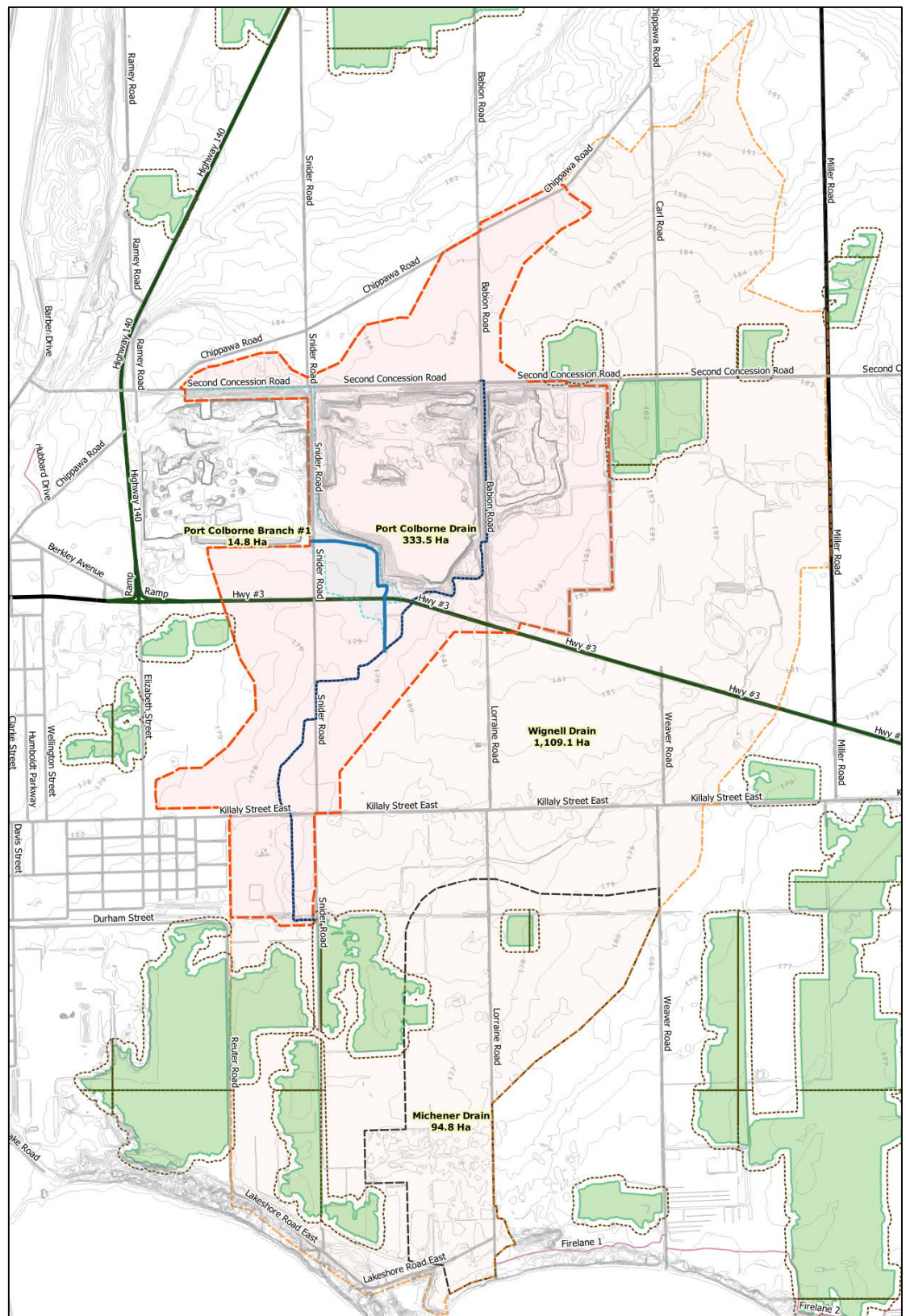


Figure 1 Wignell Watershed; Michener, Port Colborne and Wignell Drains

This report includes a description of all work, associated plans, cost estimates, and assessment schedules for the proposed work on the existing Port Colborne Drain, as

well as for the proposed Branch Drain. The report has been prepared in accordance with the requirements of the Drainage Act, Chapter D.17 of the Revised Statutes of Ontario, Sections 4 and 78.

The proposed improvement work for the Port Colborne Drain is prepared as a Section 78 (1.1) of the Drainage Act. The works are described as maintenance with the exception of re-alignments, which are deemed to be required but not requiring a Section 4 application of the Act. The Port Colborne Branch Drain #1 is prepared as a Section 4 petition by the Road Authority.

2.1 Objective

The Port Colborne Drain already exists and has for many years. Originally known as the Port Colborne Drain, it was renamed and made part of the Wignell/Michener Drain during the 1970s. As of this report, it is being named the Port Colborne Drain again. The objective is to maintain the existing drain in a State of Good Repair (SOGR). The municipal drains have been impacted by changes in land use practices that affect their function. The drain capacity is degraded through growth of vegetation within the banks of the drain.

There are specific new channels proposed to improve drain function recognizing the impacts to the original drain alignments. From Highway #3 to Second Concession is quarry land that has affected the drain alignment with corresponding relocation including quarry boundary and berming.

The Drain channel was relocated to the east side of Babion Road but has not been fully constructed to Second Concession Road. Physical changes to the drain are needed for continued service and proposed improvements have necessitated a new Engineer's report be prepared under Section 78 of the Drainage Act R.S.O. 1990.

Previous maintenance work conducted in 2016, and other dates, is included in this report and will be assessed as part of the cost of the works.

2.2 Drain History and Past Reports

The Port Colborne Drain Engineer's Report is prepared as follows:

- Baseline Drainage Report; provides an assessment of current drainage problems and identifies the extent of the drainage area to be serviced by the municipal drain. Baseline report includes a history of drainage and presents historical information such as grade lines.
- Wignell Watershed Assessment Report; provides an assessment of existing capacity through the use of hydrologic and hydraulic modelling which identifies the options for resolving problems and recommends a preferred option to improve drainage.

The final Engineer's Report is composed of the two previous reports along with supporting documentation and final drainage cost estimates and assessment schedule or table.

The exact previous alignment of the upper portion of the Port Colborne Drain is not completely clear. With the expansion of the quarry, efforts to abandon portions of the Drain and to re-align the Drain were provided by report to Port Colborne Council, see review in Baseline Report. For this report, based on the information reviewed, the Port Colborne Branch Drain #1 is presumed to have existed previously by drain report. The following figure shows Constructed Drains as presented in the OMAF AgMaps application.



Figure 2 OMAF AgMaps - Constructed Drains

What is clearly shown in the figure are the two (actually three) top branches of the drain. A branch that turns west north of Highway #3 and is shown along the Snider Rd. ROW to a point north along the eastern edge of the roadway. Also a branch that proceeds eastward to Babion Rd (labeled as Lorraine Rd. in the figure) and ending before Carl Rd.

The alignments were substantially changed by report in 1999, in favour of re-alignments to allow the quarry properties to expand rock removal within this area.

2.3 Port Colborne Drain Watershed

The Port Colborne Drain watershed is composed of a single distinct municipal drain that outlets to the Wignell Drain just south of the Friendship Trail.

The Port Colborne Drain serves an area of 327.8 hectares based on the defined drain boundary, refer to Figure 2. The main branch of the drain is 3,368m in length from the drain origin, which is defined as the south end of culvert headwall crossing the Friendship Trail and is 110m to the outlet into Wignell Drain at STA 2+055 for a total main drain length of 3478m.

The watershed boundary is south of Chippawa Rd. with a high point of 190m. The upper portion of the drain is defined to end at the intersection of Babion Rd. and Second Concession Rd. at an approximate elevation of 182m.

- Watershed average fall (slope, height from furthest point in the watershed to lowest point at outlet) is given as 0.32% or 3.17m per 1000m
- Drain average fall (slope) is given as 0.258% or 2.58m per 1000m

It is worth noting that a portion of the upper watershed, the square edge on the west side of the catchment boundary along Snider Road, is removed by a municipal storm sewer that flows west and outlets into the canal.

This slope characterises the Port Colborne Drain as an average sloped watershed, with greater fall than the Wignell Drain at 0.11% average slope. The lower reach of the drain, where it connects to the Wignell Drain, has very little grade and standing water is a common occurrence.

The Port Colborne Drain can be segregated into distinct geographic areas as shown in Figure 3 Drainage Catchment of Port Colborne Drain.

1. The outlet through the Friendship Trail is defined by the low slope and standing water with considerable phragmites growth. This portion of the drain is only 160m in length from the outlet to a point just north of the Friendship Trail.
2. Above the Friendship Trail to Highway #3 Crossing. This section was cleaned and a segment re-aligned by the City of Port Colborne in 2016, as shown in the Baseline Report. The resulting grade line is shown as an “As Constructed” grade line on the Plan & Profile Drawings. There are two constructed wetlands adjacent to the drain. They are located on two properties north of the drain and hydraulically above the drain at STA 1+600 and 1+735 respectively. Two fordings were added to the drain during the 2016 works at STA 1+745 and 1+628, which replaced a culvert in poor condition and with the agreement of the property owner.
3. North of Highway #3, the main channel of the drain follows the edge of the quarry and crosses Babion Rd. to the east side of the ROW. Historically, RV Anderson Drain Report 1979, this drain continued east of Babion Rd., but a portion was abandoned by a Drain Report adopted by council in 1999. Since that 1979 report, the channel has been re-routed along Babion Rd. on the west and east side, but not to Second Concession Rd. Currently the channel stops at the Quarry access lanes with an existing culvert underneath the private access road. An existing PVC culvert appears perched and currently blocking the flow path. There's no defined outlet for the existing culverts located at Second Concession Rd.
4. Two culverts are located at the Second Concession Road; one crossing from east to west of Babion Rd. on the north side of Second Concession (600 HDPE) and a second culvert currently on the west side of Babion Rd. graded to the south but not connecting to the Port Colborne Drain. By this report, the culverts will be reset to provide positive drainage

from west to east and north to south on the north and east sides of the ROW. The Port Colborne Drain will end at the north east corner of the intersection and connect for outlet east of Babion Rd. This change will serve lands to the north of Second Concession Rd. that would otherwise drain south but are blocked by the road and the quarry.

5. The existing channel of the Branch Drain #1 serves west to Snider Rd. at the north edge of the property, ARN = 411000. From the current Highway #3 crossing to a point on Branch Drain #1 roughly at STA 0+480, the drain channel is quite clear and the cross-section well defined. From that point to Snider Rd. ROW, the drain is overgrown with vegetation and the cross-section disappears before the ROW. This section of Branch Drain #1 is to be improved to the edge of the Snider ROW. The portion of the drain shown on Snider Rd. is to be abandoned in favour of municipal roadside swales.

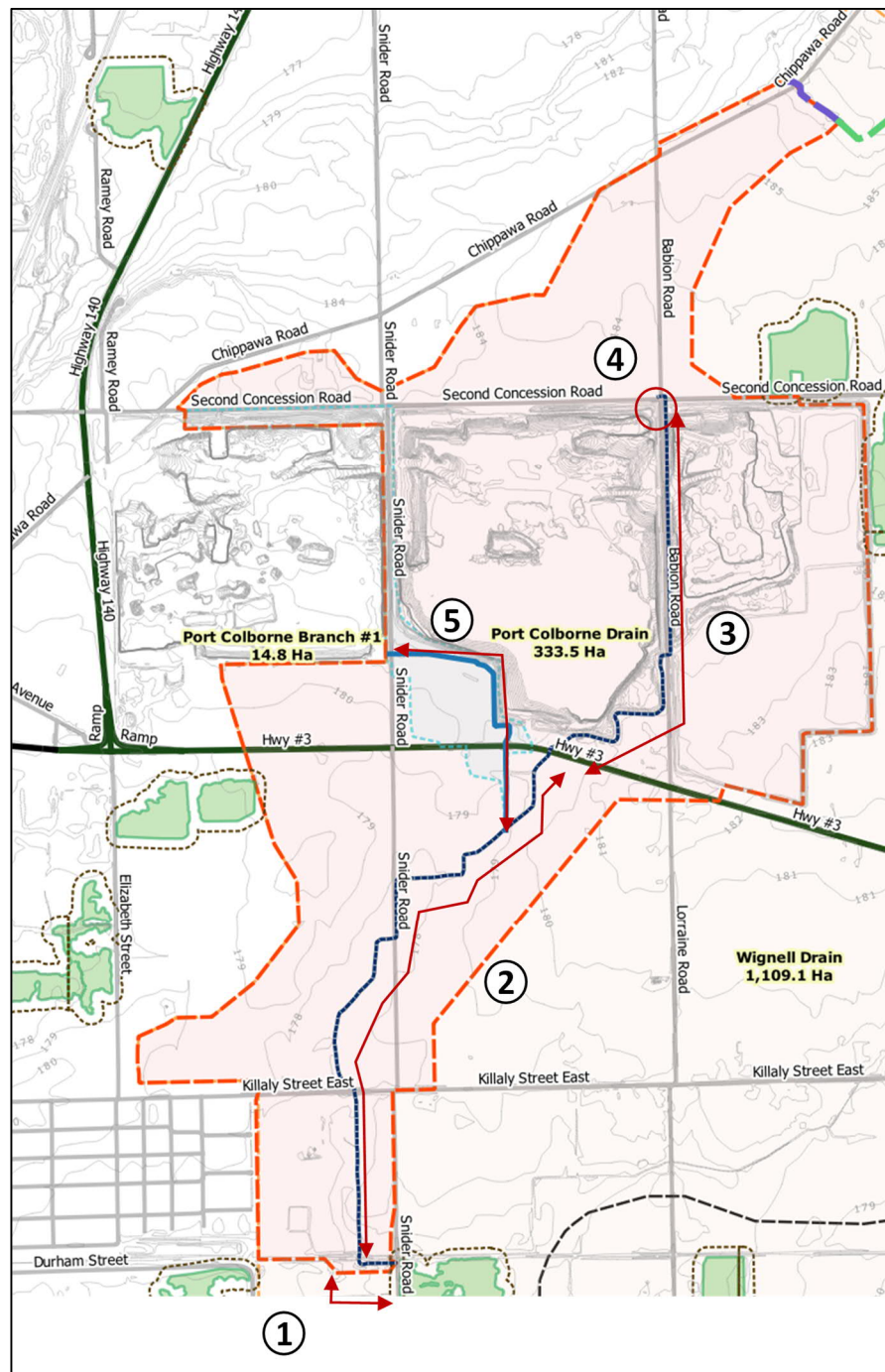


Figure 3 Drainage Catchment of Port Colborne Drain

3 Design Considerations

The analysis of the Port Colborne Drain, part of the Wignell Drain watershed, is based on Hydrologic and Hydraulic analysis to predict runoff flow requirements and to match channel capacity. Water monitoring, gauge measurements, have not been practiced and thus calibration or validation of the computer based model results is limited to historical anecdotal comparisons.

3.1 Watershed Characterization and Use

The Port Colborne Drain watershed is characterized through land use as a design consideration in the following ways:

1. The upper portion of the watershed land use is agricultural with mainly row crops; soya, corn or cereal grains grown. The design service level for agricultural land is flooding with low velocities and drainage of ponding areas over 48 to 72 hours. Drainage is provided to improve working time and an overall goal to reduce the risk of crop drowning.
2. Fringe or rural residential properties are the other major land use with estate sized lots with houses, buildings, wells and septic beds. Urban expectations of no ponding on residential lots in rural areas can not be met without extensive costs. Acceptable flooding without damage to property contents is the reasonable design service level similar to agricultural service levels.
3. Gravel and stone quarry operation makes up a significant portion of the drainage area and affects the drain through runoff capture and pumping. The Quarry has several permits to take water granted from the MOE that impact on the function of the drain.
4. Port Colborne Outlet.
The primary design service level for the outlet is merely to have a positive slope to the Wignell Drain with a clear and clean flow path to outlet.

3.2 Former Drain Changes

The Port Colborne Drain has been in use for a very long time. Over that time, changes have occurred and been abandoned. These changes are described in the Baseline Report. A summary of significant changes are as follows:

- Expansion of the quarry impacting site runoff, changing from stormwater runoff to pumped flow.
- Municipal Drain abandonment:
 - Wignell W1 in 1999 north of Highway #3.
 - Wignell W2a & W2 in 2013 east of Babion Rd.

- Drain Re-alignments:
 - North of Highway #3 and west of Babion Rd. in 1999.
 - South of Highway #3 in 2016
 - Roadside swales along Babion Rd.

3.3 Design

The following describes the design basis for this drain. Descriptions of design criteria are intended to meet the requirements of O. Reg. 588/17: Asset Management Planning for Municipal Infrastructure specifically Table 3.

3.3.1 Criteria

The following section establishes the level of service for the Port Colborne Drain. Channel size is confirmed to be based on a 1 in 5 year return period storm, which is expressed as a design storm as follows:

- 5-year cumulative storm with a total rainfall amount of **68.90 mm** using a Soil Conservation Service (SCS) Type II **24-hr** storm distribution.

The design storm is used to forecast a predicted runoff for identified catchments. Each channel section is designed to convey this runoff.

The existing MTO crossings are to meet the MTO standard criteria of 1:25 year storm. As these are existing crossings with no changes proposed, no analysis of performance is undertaken and available capacity is as it was before this report was prepared. From the original catchments, the quarry lands expansion, previous report abandonments and other watershed changes, the contributory catchments upstream of the MTO crossings are as follows:

- PC1-CS-01; West culvert 1880x1260 (1550x1200) CSPA
 - Original Catchment: 154 Ha
 - Revised Catchment: 14.8 Ha
- PC-CS-04; East culvert, Conc. Box 1200x2400 open bottom
 - Original Catchment: 111Ha
 - Revised Catchment: 61Ha

The Port Colborne Drain outlets to the Wignell Drain and is wholly dependent on the Wignell Drain for sufficient outlet.

3.3.2 Drain Capacity Design

The Wignell Watershed Report describes the modelling used to assess the existing watershed. A revised model was implemented for the design and capacity

determination of the existing channels based on the design drawings attached to this report.

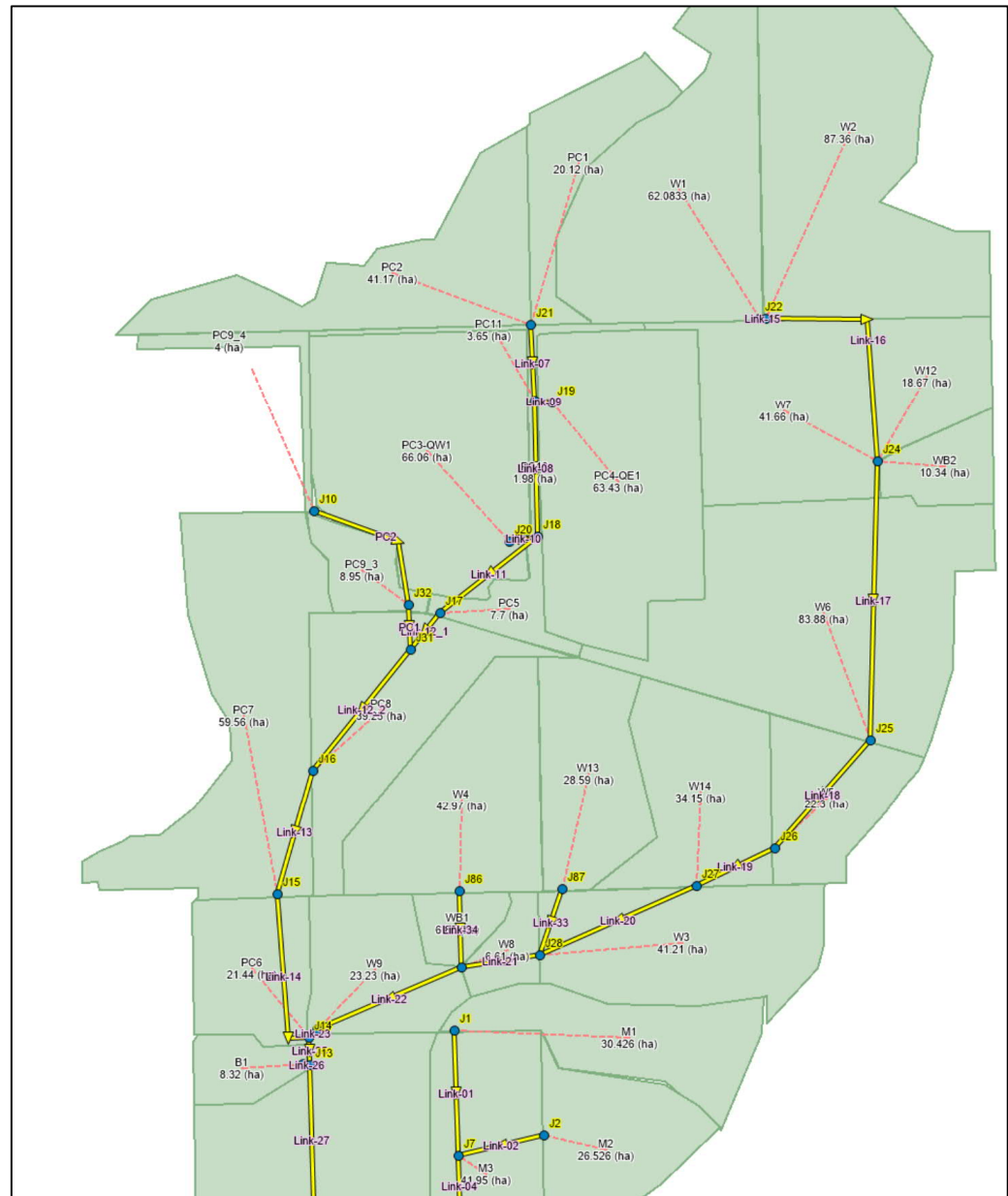


Figure 4: Wignell PC-SWMM Model with Port Colborne

The specific results for the Port Colborne Drain are included in the following table.

The details of the model are included in Appendix D, including the input file.

4 Drain Works Recommendations

The Port Colborne Drain is not a new drain, but an old name for an existing drain. The watershed served has been dramatically altered by the quarry lands and the long term plan for those lands is not referenced in this design. The rest of the watershed is a mixture of rural residential and farm land, which is predominately row crop.

4.1 Description of the Works

The following presents a program of proposed improvement works for the Port Colborne Drain. As a program, some works are staged at various times and may not proceed in a step-by-step manner, but on an as-and-when available basis that best meets environmental and regulatory requirements.

A significant portion of the works is already complete. The original drain alignment has been compromised by the expansion of the quarry on both sides of Babion Road. A new alignment for the drain extending the open channel to the Second Concession Rd. to provide an outlet for overland flows is required.

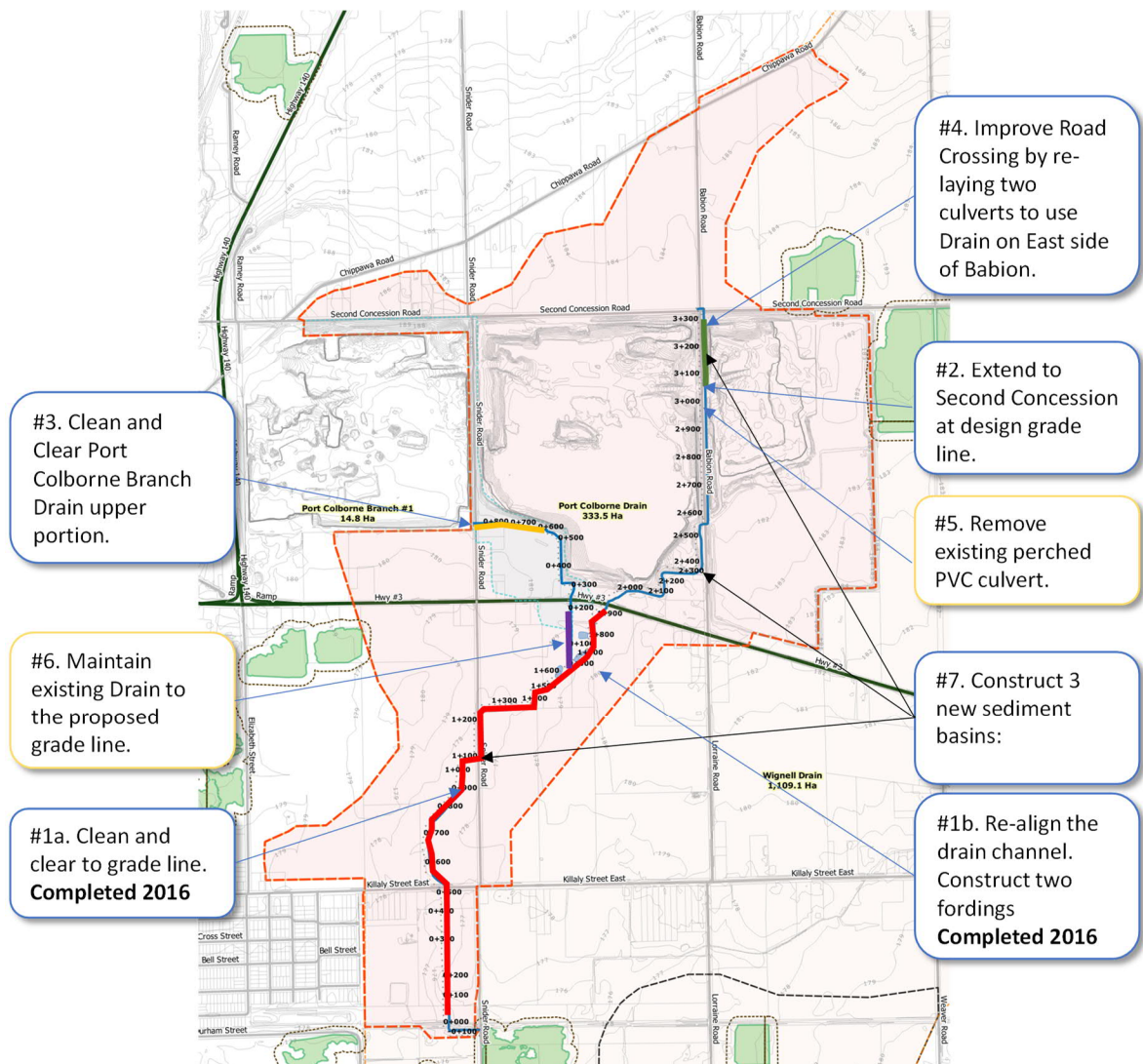


Figure 5 Proposed Port Colborne Drain Improvements

4.1.1 Port Colborne Drain Flow Improvement

The primary function of the proposed works is maintenance of channel section and reduction of flow restrictions. This is for two key restoration efforts as follows:

Restoration works #1 is the removal of vegetation from top-of-bank to top-of-bank. This removal is targeted at tree and shrub growth that limits or could obstruct primary flow paths. Every effort to retain trees, not in the channel, and understory growth will be made to reduce environmental impacts of the maintenance work. A work zone, presumed from previous drain reports, is required for the channel improvements and the maintenance works will seek to minimize the removal of trees and understory growth adjacent to the drain to that required for machine access.

Restoration works #2 is to remove any deposition humps or deviations that are impeding flow. This does not include any changes to grades that were already over deep, past the calculated grade line, but does include channel bank stabilization where slips or excessive erosion is evident during the restoration works. Channel restoration is done from one side with effort to reduce existing stable bank cover damage on the opposite side of the work zone.

Most of the proposed work is to re-establish the original drain capacity and function through the cutting of trees and vegetation that has grown up through the drain. The following figure illustrates a typical cross-section view of the work and work zone required to do the work.

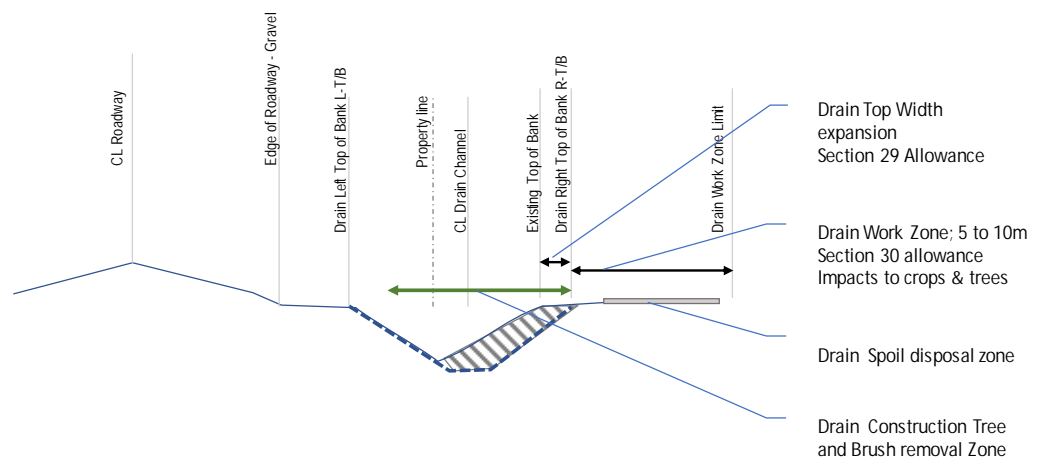


Figure 6 Typical Drain Work and Work Zones

The main work program for the drain is to clean down to the proposed grade line and a design capacity is achieved through removal of bottom and one bank. It is beneficial to only disturb one bank and leave low vegetation in place to reduce risk of erosion. Trees through the drain top of bank (T/B) to top of bank (T/B) are removed leaving stump and roots in place if the removal negatively impacts the grade.

Living trees that are removed from the work zone are eligible for the canopy preservation program, replacement of 2 saplings for each removed tree with a DBH

of 150mm or greater. Trees within the established banks, top of bank to top of bank, are not eligible unless for a new drain or a re-located drain.

4.1.2 Port Colborne Drain Extension to Second Concession Rd.

The original Port Colborne drain alignment to the east has been consumed by the expansion of the quarry. The extension of the drain to the Second Concession was previously identified but not yet completed. This report provides plans and profile drawings for the completion of the extension.

4.1.3 Port Colborne Branch Drain #1

The original Port Colborne Drain alignment is shown in the following figure as circa 1934.

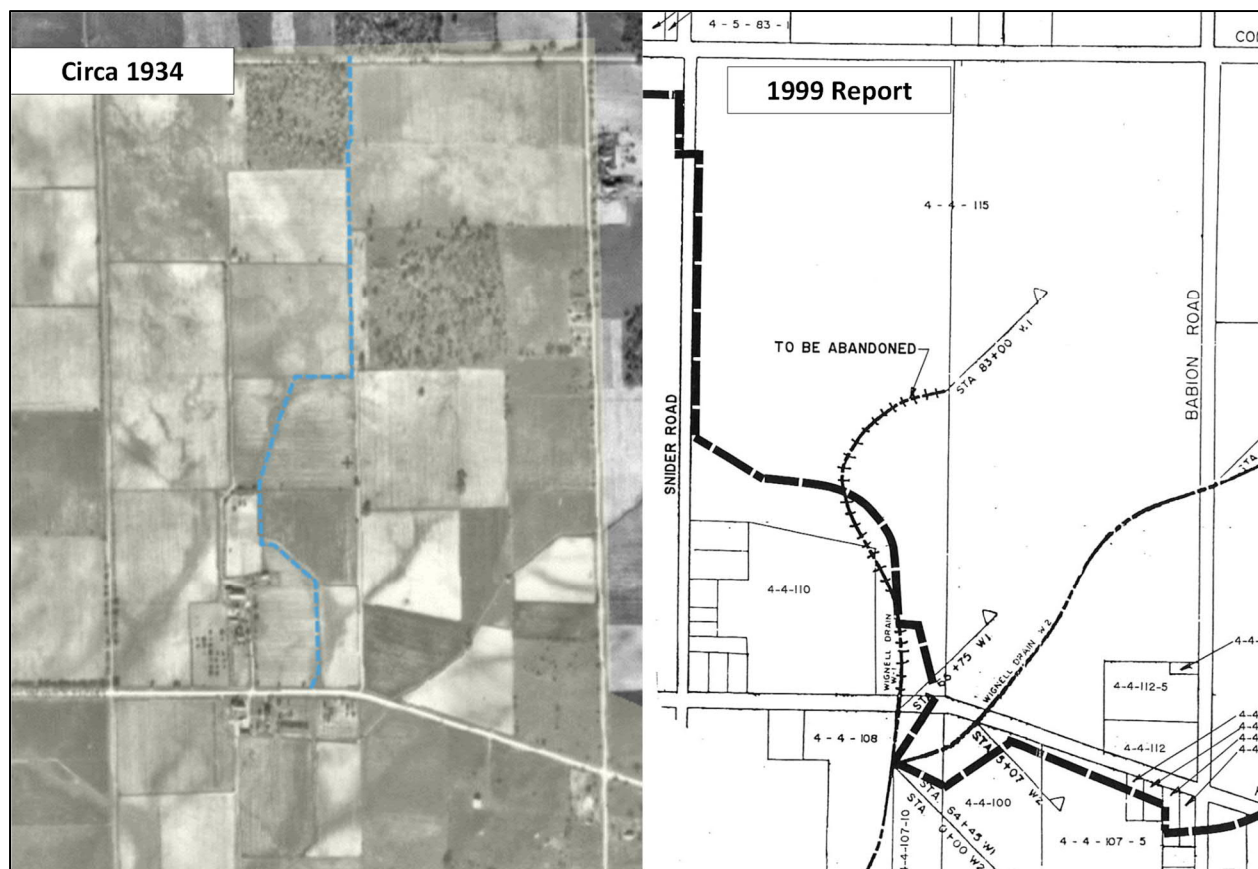


Figure 7 Port Colborne Branch Drain History

Figure 2 OMAF AgMaps - Constructed Drains shows the Port Colborne Branch Drain #1 as existing and proceeding west to Snider. However, there is a bylaw from 1999 showing a portion of the original alignment was abandoned to the north side of Highway #3. This portion is illustrated above in Figure 7 Port Colborne Branch Drain History. By adoption of this report, the City of Port Colborne, recognises that this drain does exist and is formally proposed as a newly named drain, hereafter called the Port Colborne Branch Drain #1. See drawings in Appendix A.

The branch drain is proposed to be 824m in length. The following describes the three proposed sections of work.

1. The existing channel from the outlet at Port Colborne Drain STA 1+654 and proceeding north to Highway #3 requires regrading to design grade line and vegetation clearing with bank re-seeding.
2. The existing CSPA crossing Highway #3 does not require work, nor does the existing channel north of Highway #3. The drainage superintendent may undertake spot maintenance works on as needed basis and where needed basis.
3. Above 0+627 to the end of the drain, requires vegetation clearing and channel excavation to cross-section and grade.

Figure 2 OMAF AgMaps - Constructed Drains shows a final portion or leg of the drain proceeding north along the eastern side of Snider ROW. This Drainage Report proposes for Port Colborne Branch #1 to end on entry to the ROW and any further north or south drainage structures will be municipal roadside swales/channels and not included as part of the Drain Schedule.

4.1.4 Road Crossings

There are 7 road crossings from the outlet of the drain to Second Concession Road. Of those crossings, one is a Provincial highway crossing, (Highway #3) and the others are municipal road crossings (6). There is one crossing for the proposed Port Colborne Branch Drain #1.

There is no additional work proposed for the existing crossings with the exception of the two culverts located at Babion Rd. and Second Concession Rd. which are to have the following changes:

- The west to east culvert crossing Babion Rd. (600mm HDPE) is to be lowered with the grade changed to outlet east.
- The north-south culvert crossing Second Concession Rd. (750mm HDPE) is to be re-located from the west side of Babion Rd. to the east side and connecting to the downstream extension of the drain along the east side of Babion Rd.

All other crossings were surveyed (Amec 2013) and the grade points used to establish the design grade line (see drawings Appendix A).

4.1.5 Private Crossings

Additional survey, CofPC/EWA 2018, showed an existing 30m culvert placed on the east side of Babion Rd. and PVC 6m culvert perched above the grade line. The existing PVC culvert is to be removed and a new channel constructed on the design grade line to the outlet invert of the relocated culvert crossing Second Concession Rd.

Two fordings were constructed in 2016 on two properties south of Highway #3. Amending the fording bottom crossing height using existing concrete slabs (sidewalk removals) is recommended.

4.1.6 Abandonments

A portion of the Port Colborne Drain is to be abandoned through this report. As a part of the drain-re-alignment of the Port Colborne Drain completed in 2016, the proposed outlet for Port Colborne Branch #1 Drain is to be re-aligned north of Highway #3 and outlet to the Port Colborne Main Drain.

Past Abandonments

There were two abandonments adopted by By-Law in 1999 for the Wignell Drain (referred to in this report as the Port Colborne Drain). The part of the Wignell identified as W1, north of Highway #3, was abandoned by adopted By-Law No. 3740/26/99. Additionally, the prepared report also identified that the Wignell, identified as W2a and W2b were abandoned by By-Law No. 5895/02/13.

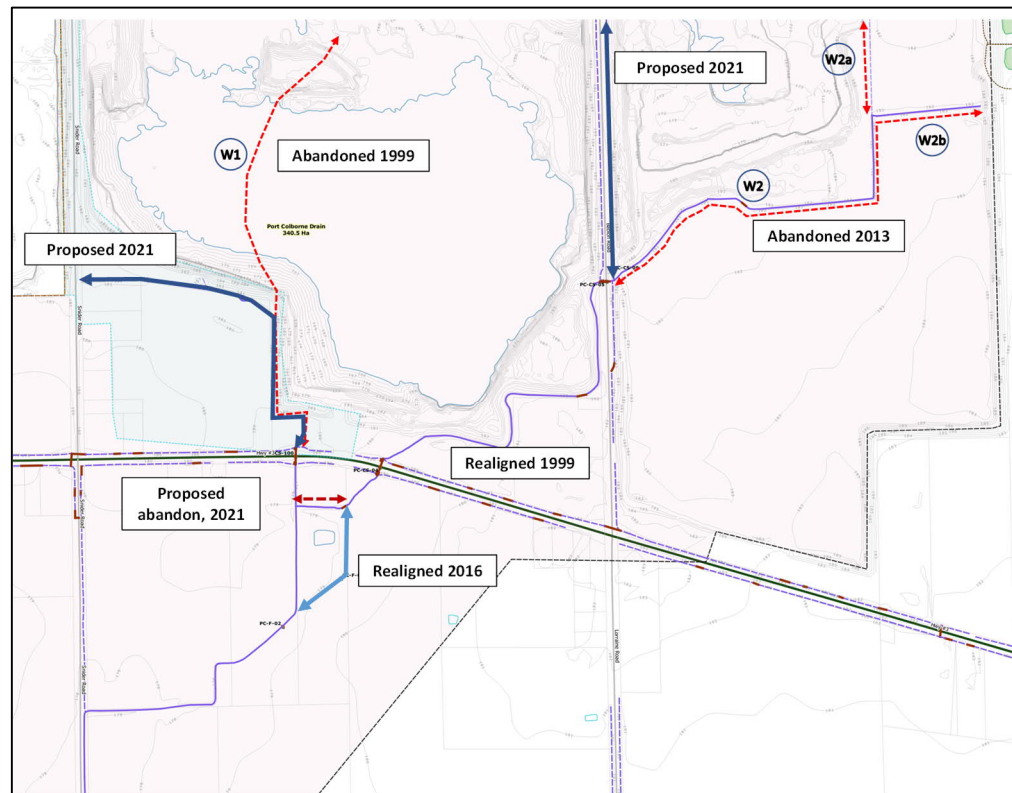


Figure 8 Port Colborne (formerly Wignell) Abandoned Segments

The portion of the original Wignell, W1 drain north of the Highway #3 multiplate culvert (CS-100) was abandoned as a municipal drain by a report in 1999. Since these documents were not included in the Baseline Report, they are included in Appendix D.

4.1.7 Utility Conflicts & Coordination

Utility conflicts may exist with gas lines and telecommunication lines as identified by the exchange of utility information. No direct grade conflicts were identified on the drawings. Where conflicts are identified in the field, relocation of the utilities will be performed following requirements set forth by the utility and charged at cost to each affected utility as per the Drainage Act, R.S.O. 1990.

4.1.8 Plans, Profiles & Specifications

The proposed Port Colborne Drain works are described in the attached Plans, Profile drawings and Specific Design Drawing and Standard Detail Drawings attached as Appendix A.

Project Specifications are included in Appendix E.

4.2 Construction and Constructability

The following describes the specific requirements for drain construction.

4.2.1 Vegetation Removal

Vegetation, specifically trees are to be cut down outside of any bird nesting periods. The remaining stumps are to remain in place unless they obstruct flow or they are Ash trees with re-growth from the lower trunk already established. In those cases, the stump will be ground down to match the existing channel section.

Tree removal within the top-of-bank to top-of-bank is to be 100 percent; however, tree removal within the work zone is at the discretion of the drainage superintendent while making every effort to preserve trees where possible. Where live trees are removed in the work zone, they qualify for the tree replacement program as per the tree qualifying criteria. Where a mature live tree is already established and is an individual tree, it can remain on the work zone adjacent to the drain provided there is a working space to provide future maintenance to the drain.

Trees with a DBH greater than 150mm and alive, such trees will be replaced with 2 trees as saplings for future growth in lieu of a damage allowance for the existing tree that is removed. The tree that is removed will be provided to the owner as stacked branches adjacent to the drain and outside of the working zone along with the trunk. The owner shall be wholly responsible for the wood once cut.

New trees can be planted adjacent to a drain following two key criteria:

- The trees are planted back from the top of bank, (the exact distance is determined by tree type and local conditions).
- The trees are planted with adequate space to provide future maintenance access for the drain. Grouping of planted trees is encouraged given that the spacing of the trees and the arrangement permits future maintenance. This is accomplished by providing an angled approach along the tree edge line to

the drain and increasing the tree plant density only as the distance from the drain increases.

- Individual hardwood trees may be allowed every 25m. Trees of any type shall not be planted within 6m of an existing drain (solid tile, wrap joints) or 4.5m from existing open drain.
- In certain circumstances where an owner owns property on both sides of the open drain, upon consultation with the Drainage Superintendent, a windbreak may be permitted on one side. On existing drains where windbreaks exist, costs due to trucking material will be the direct responsibility of the owner and not the upstream ratepayers.
- Replacement trees will be selected from a list of available preferred species at the time of construction for owners eligible for replacements to select their preferred species. Species will be from the identified list of approved Carolinian species typical for the Region. Owners can select any location for the planting of replacement trees excepting within the work zone.

4.2.2 Spoil Material

All spoils and spoil handling practices will comply with applicable legislation including O. Reg. 406/19: ON-SITE AND EXCESS SOIL MANAGEMENT filed December 4, 2019 under Environmental Protection Act, R.S.O. 1990, c. E.19

Where specified, excavated spoil material shall be disposed of and levelled a minimum of 2.5 m from the top of bank to ensure that sediment does not re-enter the drain. Spoil placed next to the drain shall be spread to permit access across the berm area and shall be placed to a maximum height of 0.6m. Spoil excavated along existing travelled road allowances, and on private property where requested, shall be disposed of by the Contractor off site. The cost of spoil trucked from the property shall be borne by the benefiting property owner.

Spoil shall be disposed of as noted in the description of the proposed work. Generally, the spoil will be disposed of adjacent to the drain unless otherwise specified. Should any property owner require that all or a portion of the spoil be trucked away from their property, the cost of trucking spoil shall be assessed totally to the property owner requesting same and will not form part of the total cost of the drainage system. The cost of trucking away spoil from any future maintenance work will be assessed directly to the property owner requesting the same. Vegetation debris from the drain is preferred to be arranged adjacent to the drain to decay but will be removed from the property or disposed of in accordance with agreement of the property owner at the owner's cost.

With respect to the reaches of drain that are within travelled Municipal road allowances, the spoil will be trucked away during both the initial construction and any future maintenance work where there is no opportunity to dispose of the material on site should the road allowance be the working side.

Access channels shall be provided through the levelled spoil material at every location where existing drainage outlets are visible and/or identified during construction by the Drainage Superintendent. The invert of the access channels shall be consistent with the drain cross-section at that location.

Spoil excavated from the drain shall be levelled in a manner that is suitable for cultivation of crops where crops were previously cultivated. Where the drain is adjacent to a grassed area maintained by the owner, the spoil shall be levelled and re-seeded with grass so that the area is restored to a like or better condition than prior to construction.

4.2.2.1 Contaminated Spoils

Where soils are known to be contaminated but have been assessed to pose no human health risk, on site spreading adjacent to the drain will be the practice and acknowledge that the soils are not be 'moved' off the property.

Where soils are to be removed from the property, then a sample will be collected and analyzed for contamination prior to the commencement of removal. Where that sample is shown to be contaminated and disposal of the soil will require disposal at a registered facility in compliance with O.Reg 406/19, the owner will be responsible for the costs to dispose of the contaminated soil from their property.

Once a contaminated sample is returned, the owner will be given the opportunity to retain the soil on site instead of trucking for disposal.

4.2.3 Sediment Control Basins

The addition of sedimentation basins to the Port Colborne Drain in three locations is to assist with controlling sediment during maintenance and re-grading to the identified design grade line. Post – Construction these basins remain and continue to provide sedimentation control during precipitation events.

Sediment basins are to be constructed at the locations and to the specifications indicated on the drawings. The Contractor will maintain these sediment basins during construction, as directed by the Engineer and/or their designate. The basins are considered to be part of the Municipal Drain and will be maintained in future by the Municipality at the expense of all upstream land and roads owners herein assessed as shown on the attached assessment schedule. Properly maintained sediment basins reduce the incidents of drain maintenance clean out and therefore reduce overall maintenance costs for property owners. The basins will be inspected annually for an assessment of sediment depth and sediment removed where that depth exceeds half the constructed depth of the basin. The inspection schedule may be adjusted after some experience with the sediment basins within the watershed.

4.2.4 Revegetation

Drain banks and exposed soil areas disturbed during the maintenance of the drain are to be seeded as quickly as possible by the Contractor to reduce the risk of soil erosion. The Contractor will seed spoil areas after leveling and shall seed channels at the same time. The Contractor will schedule levelling to reduce the time of bare soil, but where the duration of leveling exceeds 2 weeks, then channels will be seeded immediately after channel maintenance.

Seeding should take place in a manner that optimizes seed germination and establishment of vegetation prior to mid October and after late April.

Seed mixture used shall be applied at a rate of 40 kg/ha in the following proportions:

Creeping red fescue	20 kg	50%
Perennial rye grass	8 kg	20%
Birdsfoot trefoil	12 kg	30%
Total	40 kg/ha	100%

Where working zone adjacent to the drain is grass and this is affected by construction, this area shall be reseeded with a suitable grass mix to restore to a like or better condition.

4.2.5 Private Drain Connections

Where private connections are made to the Municipal Drain, the connections are to be compliant with the City of Port Colborne's standards connection designs. This includes the following connection types:

- Open channel connection – minimal allowance for grade and freeboard.
- Surface water flows – rip rap rock requirements for reducing or amending sites of potential or evident erosion.
- Tile drain connections – use of PE pipe to connect to a receiving channel.
- Berm and Orifice Flow Control - connections designed to control runoff to specified rates of flow.

Private connections are not part of the drain but owned and the responsibility of the landowner for construction and maintenance. Where a deficiency is identified by the Drainage Superintendent or Engineer, the landowner is to make good the connection. Deficiencies can be eroded connections, blocked connections or poor connections and the landowner can accept to have work done by the City on their behalf to make good the connection based on a 50/50 cost sharing basis. Where the City identifies a deficiency and the repairs are not made by the landowner by the next cycle of drain maintenance, the City can make the required repairs and 100% of the cost will be assessed to the landowner.

4.3 Future Maintenance and Repair Provisions

The Drainage Act, Chapter D.17, Sections 74 through 84 governs future maintenance, improvement and repair to any Drainage Works constructed under a By-Law passed under this Act, or any predecessor of this Act.

Upon completion of this report and the works described in the Engineer's Report, the City of Port Colborne will be responsible for future maintenance of the drain with the costs of future maintenance assessed to the upstream lands and roads using the Assessment Schedule in Appendix B, and pro-rating the assessment based on the actual cost using the Outlet Liability Assessment – Section 23. Special Assessment shall not apply to maintenance work. Special Benefit or Special Assessment, Section 24 or Section 26, shall not apply to maintenance work except where maintenance works are related to culvert/bridge replacement or upgrades.

4.4 Construction Summary

The following table provides a list of construction activities by property starting from the outlet and proceeding upstream.

Table 1 Port Colborne Drain Construction Summary

Property / Owner	From STA	To STA	Work Description	Access & Disposal
271104000408700 SCHLENGER USZER	-0-112.7	-0-007.5		Access from Friendship Trail. A 10m Workzone is on the North and east side of the Drain. This Workzone is presumed to already exist from past reports.
271104000699500 PORT COLBORNE CITY	-0-007.5	0+012.5		Work from both sides where required.
271104000408715 PORT COLBORNE CITY	0+012.5	0+053.4		10m Workzone east side
271104000408700 SCHLENGER USZER	0+053.4	0+403.6		10m Workzone east side
271104000408800 SCHLENGER USZER	0+403.6	0+422		10m Workzone east side
271104000409000 HILL KERRY	0+422	0+477		10m Workzone east side
271104000408900 ANNETT SYLVIA	0+477	0+485.7		10m Workzone east side
ROW - Killaly St East City of Port Colborne	0+485.7	0+514.1		
271104000412700 VALE CANADA LIMITED	0+514.1	1+056.4		10m Workzone east side
	1+020	1+055	Construct Sediment Basin PC-SB03 at 1+020	Excess soil disposal is adjacent to the basin for 10m of Workzone on the south side.
ROW - Snider Rd. City of Port Colborne	1+056.4	1+249.6		10m Workzone
271104000412700 VALE CANADA LIMITED	1+249.6	1+376.8		10m Workzone east side
271104000410900 POWELL BRADLEY KENNETH	1+376.8	1+528.4		10m Workzone east side
271104000410800 VAN RUYVEN JOSEF NICOLAAS	1+528.4	1+657.5		10m Workzone east side
271104000410710 KONC JOHN ANDREW	1+657.5	1+758.3		10m Workzone east side
271104000410000 VALE CANADA LIMITED	1+758.3	1+924.9		10m Workzone east side
Highway#3 ROW MTO	1+924.9	1+958		

Property / Owner	From STA	To STA	Work Description	Access & Disposal
271104000411500 PORT COLBORNE QUARRIES INC	1+958	2+555	commencing at 2+300, clear and re-grade to design grade line and spread spoil on bank. Construct Sediment Basin PC-SB02 at 2+402	10m Workzone north and west side Spread spoil adjacent to drain.
Babion Rd. ROW	2+555	2+575		
271104000315600 PORT COLBORNE QUARRIES INC	2+575	2+923.6		10m Workzone east side
271104000315800 PORT COLBORNE QUARRIES LIMIT	2+923.6	3+330.8	Construct new drain starting at 3+079 to 3+330 Remove existing 500mm PVC culvert. Construct Sediment Basin, PC-SB01 @ 3+300. Spread spoil on adjacent east bank.	10m Workzone east side
ROW-Babion Rd and Second Concession	3+330.8	3+368	Move PC-CS-07 Culvert from West side of Babion Rd. to East side of Babion Rd. at the indicated grade. Excavate PC-CS-06 600mm HDPE culvert and re-lay in the same trench at design grade to drain from West to East.	Work within existing ROW

Port Colborne Branch Drain #1

The following table provides a list of construction activities by property starting from the outlet and proceeding upstream.

Table 2 Port Colborne Branch Drain Construction Summary

Property / Owner	From STA	To STA	Work Description	Access & Disposal
271104000410800 Van Ruyven Josef Nicolaas	0+000	0+224.7	Clear tree vegetation from top of bank to top of bank and re-grade the bottom of the drain to the design grade line. Re-establish the drain bottom width.	Work zone is the east side.
271104000410710 Konc John Andrew	0+000	0+224.7	Clear tree vegetation from top of bank to top of bank and re-grade the bottom of the drain to the design grade line. Re-establish the drain bottom width.	Access from East side and dispose of spoils adjacent to the drain. Spread to match existing field.
MTO Highway #3	0+224.7	0+259.6	No work planned through the MTO Right of Way.	
271104000411500 PORT COLBORNE QUARRIES INC	0+259.6	0+512.7	Spot clean up where required as determined by field inspection.	Work from east side 10m Workzone
271104000411000 HELLINGA JACK SIMON	0+512.7	0+570.6	No work planned.	10m east side workzone
271104000411500 PORT COLBORNE QUARRIES INC	0+570.6	0+818.4	200m - Brush and excavate to extend and re-grade to Snider Rd. ROW	Work from north side 10m Workzone

5 Drainage Works Financing

5.1 Cost of Works

As required by the Drainage Act, Chapter D.17, Section 59(1), Council may call a meeting if the contract price exceeds 133 percent of the estimated construction costs.

5.1.1 Admin & Engineering Costs

Administration costs identified with the Port Colborne Drain are included for the interest payable over the 20 year period of the debenture along with a debenture fee. This total fee is allocated to the Port Colborne Drain on a percentage basis calculated by the total area of each drain. (See Table 3)

There are three engineering costs related to the works for the Port Colborne Drain. These costs are from three separate engineering companies who have worked to prepare the report.

Wiebe Engineering was first hired to prepare the report. Wiebe was paid \$92,511.44 for work completed on the Wignell, Michener and Port Colborne Drains and a survey fee of \$8,342.93 was paid to a survey firm. A portion of this fee, allocated by area of the drain, is charged to the Port Colborne Drain. (See Table 3 Drain Area Ratios)

Amec Foster Wheeler (formerly Amec and now Wood Plc) was appointed to conclude the report after Wiebe Engineering. They prepared a draft of the report, invoiced and were paid \$67,147.23 but they did not finalize the report and ceased to work on the project.

These costs have been allocated to the respective drains using a drain area ratio as per the following table.

Table 3 Drain Area Ratios

Drain	Area, Ha	Area Ratio
Michener Drain Area	135	12%
Port Colborne Drain Area	327.8	30%
Wignell Drain Area	634.4	57%
Total:	1097.2	

The result is a cost allocation from past works to Port Colborne Drain for the portion of administration and engineering fees as follows.

Table 4 Past Admin and Engineer Costs

Administration (Debenture) (interest + fees) \$35,893.21	Wiebe \$92,511.44 + \$8,342.93	Amec \$67,147.23
\$10,723.47	\$30,131.30	\$20,060.94

The fees for EWA Engineering Inc. are recorded for the fees in the preparation of each individual report. For Port Colborne the EWA Engineering fee is \$ 99,812. The total Administration and Engineering fee including estimates for engineering effort remaining for construction oversight is assessed against the Port Colborne Watershed for \$178,210.

5.1.2 Capital Construction Cost

The estimated cost of construction is shown in the following table.

Table 5 Port Colborne Estimated Cost of Construction

Estimated Cost of Construction	
Port Colborne Branch #1 – new outlet and grade improvement to Snider Rd.	\$10,340.
Port Colborne Drain – Extending to Second Concession Rd. on East Side of Babion, including culverts.	\$33,332.
Port Colborne General Construction Costs	\$8,279
Port Colborne Contingency	\$12,458.
Total - Estimated Cost of Construction	\$74,749

5.1.3 Previous Works Completed

Additional to this estimate of construction cost is the cost for work already completed.

5.1.3.1 Construction Already Completed

There are two distinct areas of construction that were already completed and they are as follows:

1. Drain adjacent to and downstream of the Babion Rd. Crossing by Rankin Construction. The cost of the cleaning is included in Appendix D as \$26,050.
2. Additional to this work was construction of a re-aligned portion and re-grading of the Friendship Trail to MTO Highway #3.
 - a. Re-grading and clearing to design grade from STA 0+010 to 1+500
 - b. Drain channel re-alignment from STA 1+500 to 1+860 including stone protection on outside channel bends.
 - c. Fording # 1 providing private property access.
 - d. Fording #2 providing private property access.

Additional work included two constructed wetlands which were externally funded and are not part of the drain.

Table 6 Previous Construction Costs

Previous Construction Costs	
Channel maintenance by Rankin Construction - 2+580 to 3+045	\$ 26,050.00
Channel Re-Alignment - 1+660 to 1+860	\$ 9,442.50
Channel Re-Grading and Clearing - 0+010 to 1+660	\$ 15,300.00
Fording #1; ARN = 410710 - 1+740 to 1+750	\$ 710.00
Fording #2; ARN = 410800 - 1+630 to 1+640	\$ 710.00
Total Previous Construction:	\$ 52,212.50

5.2 Maintenance & Program Costs

Included in the estimated cost of construction are allocations for costs related to drain maintenance works including vegetation removal and re-grading.

5.3 Principles of Assessment

The following are general and specific principles used to assess costs according to the Regulations formed under the Drainage Act using our understanding of the Act and seeking the most fair methods to share costs to rate payers within the Port Colborne Drain part of the Wignell Drain Watershed.

1. Assessments are a method to calculate a contributing property's share of drainage works, hereafter referred to as a Drain.
2. The Drain is defined by a fixed point of commencement that traverses to a fixed Outlet, which may be a receiver or another Drain.
3. A property contributes to a drainage work if any portion of the property contributes a runoff flow directly or indirectly to the Drain.
4. A Drain is any constructed or existing natural method of conveyance or stormwater management function that moves or controls water from one point of collection to a discharge point, an Outlet.
5. The use of a property; farming, residential, or vacant does not define benefit of the Drain. The benefit of a Drain is realized among all properties with runoff to the Drain.
6. An excess or additional benefit is realized for any property or group of properties for which a higher standard of drainage service is required for the specific use of a property for which a higher value is realized.

As an example, where a market garden farm requires additional pumping for either irrigation or reducing the water surface in the drain, then the additional costs for those works to provide a higher level of service are borne by the benefitting lands.

7. Similarly, where a property or group of properties is provided with a lower standard of drainage service or where such property or properties provides a stormwater management function within the drainage works of the Drain, the value of the lower service or function is determined at a rate commensurate with the benefit to the drain.

As an example, where a property converts a portion of their lands (or the entire property) to a wetland or other stormwater management feature that reduces the peak flow of the runoff, thereby reducing or enhancing the capacity of the Drain to improve drainage and reduce flooding, then a commensurate benefit is realized to the volume of water removed from the runoff hydrograph.

Where the volume of detained runoff is small relative to the capacity of the drain, this contribution is deemed to be negligible. Where the volume detained is below 1% of the total runoff volume for the Drain, there is no real benefit realized for an individual Stormwater Management Feature.

8. The capacity of the Drain is determined based on a hydrologic model forecast of precipitation event based runoff. Therefore each property realizes a drain benefit based on the proportion of predicted runoff for their property. Predicted runoff is a product of the following attributes, which are determined for each property:

- a. Area contributing to runoff;
- b. Land use as it relates to runoff;
- c. Land topography;
- d. Proportion of hard surfaces vs soft surfaces as they relate to infiltration; and
- e. Stormwater management features specially built to reduce the rate of runoff.

9. A benefit is realized for a property that causes a physical change in the Drain works to serve a particular use or surface water benefit to the property. An example of this is a culvert, which provides access to a property across a drain.

10. A benefit/assessment is realized for Municipal, Regional or Provincial lands held as Rights of Way that cause or require additional infrastructure, effort or costs related to the Drain. (Section 26)

11. Where a cost to the drain is realized through effort during construction or otherwise for the protection of flora, fauna or quantity or quality of stormwater runoff, this cost is born proportionally amongst all watershed contributing owners at the same proposal rate as established for Drain Maintenance.

12. For the Port Colborne Drainage works being considered, a Drain already exists and the proposed assessment is to recognize a service or benefit that already exists and is being confirmed to exist through the creation of the report and assessment schedule. Section 31 allowances for existing channels are not considered for allowance granted by Assessment schedule in this report.

13. Utilities that require additional works, changes in design or protection during construction, those costs are borne by the owner of the utility.

While efforts within the drain design and assessment have been made to address water quality as well as quantity, there are limits within the Drainage Act to incorporate these features. The assessment tables are proposed for using those regulations within the Drainage Act to address stormwater management features as recognized works as part of the Drain.

Benefit (Section 22)

This Assessment is based on lands, roads, buildings, utilities or other structures that are increased in value or are more easily maintained as a result of the construction, improvement, maintenance or repair of a drainage works may be assessed for benefit. Section 23 benefits specifically require the creation of increased value through the creation of a new or additional drainage systems including natural drainage systems such as wetlands. The Port Colborne Drain work consists of maintenance and drain improvements within existing flow paths.

The Drain improvements are not a new service of additional drainage but maintenance of the existing system. The re-alignments completed do not create new drainage with the possibility of enhanced service level but merely address the current decreased function by restoring a functioning drainage system.

The Drain works has no Benefit Assessment proposed on the main channel of the Port Colborne Drain or for the proposed Branch Drain #1.

Outlet Liability (Section 23)

This is the primary basis for the assessment of the maintenance and drain works. Assessment is based on each individual property's contributing runoff. This is determined from the area flowing to the drain and from the runoff factor C. The runoff factor C is the Rational Method for predicting peak runoff and does not predict volume of runoff (note special benefit used for Site Specific SWM facilities).

The C factor for assessing property runoff is selected based on the property zoning. Where a property is not currently farmed but is zoned for farming, then a C factor is selected based on the potential use of the property. C factors are not adjusted for variations in Residential properties. Residential properties with or without buildings are assigned the same C factor. Thus, the C factor is not a current prediction of runoff for an individual property but a Factor to assess the potential runoff based on the property's potential use in the present and in the future. The attached Table will be used for the determination of C Factor values used in the Runoff Outlet Factor assessment.

Table 7 Land Use and C Factors

PropCode	CATEGORY	DESCRIPTION	C-Factor Low	C-Factor High
100	LAND	Vacant residential land not on water	10	25
105	LAND	Vacant commercial land		
110	LAND	Vacant residential/recreational land on water		
200	FARM	Farm property without any buildings/structures	20	55
201	FARM	Farm with residence - with or without secondary structures; no farm outbuildings		
210	FARM	Farm without residence - with secondary structures; with farm outbuildings		

PropCode	CATEGORY	DESCRIPTION	C-Factor Low	C-Factor High
211	FARM	Farm with residence - with or without secondary structures; with farm outbuildings	12	50
221	FARM	Farm with residence - with commercial/industrial operation		
228	FARM	Farm with gravel pit		
230	FARM	Intensive farm operation - without residence	20	50
231	FARM	Intensive farm operation - with residence		
234	FARM	Large scale poultry operation	20	55
244	FARM	Managed forest property, residence not on water	20	30
260	FARM	Vacant residential/commercial/ industrial land owned by a non-farmer with a portion being farmed	20	55
261	FARM	Land owned by a non-farmer improved with a non-farm residence with a portion being farmed		
301	RESIDENTIAL	Single family detached (not on water)	15	40
302	RESIDENTIAL	More than one structure used for residential purposes with at least one of the structures occupied permanently		
303	RESIDENTIAL	Residence with a commercial unit		
313	RESIDENTIAL	Single family detached on water year round residence		
322	RESIDENTIAL	Semi-detached residence with both units under one ownership two residential homes sharing a common center wall.		
332	RESIDENTIAL	Typically a Duplex residential structure with two self-contained units.		
334	RESIDENTIAL	Residential property with four self-contained units		
383	RESIDENTIAL	Bed and breakfast establishment		
391	RESIDENTIAL	Seasonal/recreational dwelling - first tier on water		
392	RESIDENTIAL	Seasonal/recreational dwelling - second tier to water		
405	COMMERCIAL	Office use converted from house	20	65
410	COMMERCIAL	Retail - one storey, generally under 10,000 s.f.		
421	COMMERCIAL	Specialty automotive shop/auto repair/ collision service/car or truck wash		
441	COMMERCIAL	Tavern/public house/small hotel	12	35
490	COMMERCIAL	Golf course		
510	INDUSTRIAL	Heavy manufacturing (non-automotive)	45	85
518	INDUSTRIAL	Smelter/ore processing		
520	INDUSTRIAL	Standard industrial properties not specifically identified by other industrial Property Codes		
590	INDUSTRIAL	Water treatment/filtration/water towers/pumping station	*	*
593	INDUSTRIAL	Gravel pit, quarry, sand pit	*	*
597	INDUSTRIAL	Railway right-of-way	40	65
598	INDUSTRIAL	Railway buildings and lands described as assessable in the Assessment Act		
605	INSTITUTIONAL	School (elementary or secondary, including private)	35	50
702	SPECIAL PURPOSE	Cemetery	35	65
710	SPECIAL PURPOSE	Recreational sport club - non commercial (excludes golf clubs and ski resorts)	35	85
715	SPECIAL PURPOSE	Racetrack - auto	45	85
735	SPECIAL PURPOSE	Assembly hall, community hall	30	85
	ROW	Single lane Municipal Roadway	75	95
	ROW	unopened road allowance	65	85
	ROW	Regional or MTO	90	98

* C factor values are situationally assigned based on land use.

The following drain features are part of the whole system and are paid for through the outlet assessment:

- Channel Clearing and Re-grading

- Sediment Basins

In addition to assessed costs considered for special benefits, there is also recognition for stormwater management facilities within the watershed that reduce the peak flow used to determine the outlet assessment. These facilities that may already exist in the watershed and are recognized as having a benefit in the reduction of peak flow by determining the available volume is greater than the 24 hour peak flow volume predicted for the 1:100 year design storm.

- Site Specific Stormwater Management (SWM) Facilities
 - Wetlands,
 - Ponds, (natural and stormwater)
- Natural occurring features
 - Kettle lakes, and
 - Bog lands.
- Artificial runoff capture; such as Quarry lands or other features that collect runoff but do not outlet it to the Drain during the peak flow of the event.

Table 8 Section 23 Runoff Factor Determination - QRF Ratio

Area Ha	Soil Type	Gradient	Land Factor	Runoff Factor 'C'	QRF	SWM	SWMF	QRF-SWMF	QRF Ratio
2.176	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	COMMERCIAL	17	2.41	0	0	2.41	0.1760
1.201	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	15	1.18	0	0	1.18	0.0857
1.084	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	ROW - paved 2 lane	85	6.01	0	0	6.01	0.4382
0.848	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	15	0.83	0	0	0.83	0.0605
0.729	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	15	0.71	0	0	0.71	0.0521
0.560	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	15	0.55	0	0	0.55	0.0400
0.517	NM - Sandy well drained	0.20%	LAND	12	0.41	0	0	0.41	0.0295

QRF is a predicted runoff factor based on the following variables:

- Area, Ha – each property's connected area
- Runoff Factor 'C' – Coefficient of Runoff of generally accepted values
 - Soil Type – from Niagara Soil Report
 - Gradient – General Value from NPCA contours
 - Land Factor – reflects the impact of landuse on Runoff

$$\text{QRF} = 0.0028 * \text{Runoff Factor 'C'} * \text{Avg Intensity mm/hr} * \text{Area, Ha}$$

QRF-SWMF is the adjusted Runoff Factor used to represent the impact of owner implemented stormwater management facilities.

- SWM is the reduction achieved by the stormwater management facility as determined by the Drainage Engineer / Drainage Superintendent.
- SWMF is the reduction in QRF to be applied.
- $\text{QRF-SWMF} = \text{QRF} - \text{SWMF}$

QRF Ratio is QRF-SWMF divided by the Sum of all QRF-SWMF for each cost allocated area. The QRF Ratio is the value for each property contribution to the outlet liability cost as a portion of all other contributors.

QRF-SWMF and QRF Ratio is to be used for all future Maintenance assessments.

Special Benefit (Section 24)

The following are assessed costs considered special benefits:

- Culverts,
- Fordings,
- Closed Conduit conveyance (piped flow)
- Channel re-alignment for property use, such as quarry expansion.

The cost of a culvert is assessed against the property owner based on the incremental cost of the drain. A new culvert is paid for by the owner less the cost of drain construction on a per metre basis. The drain per metre construction cost will be estimated for the report but the actual cost will be used to calculate the final value.

Culvert construction costs are shared between the landowner and the rest of the watershed on a 50/50 split basis. Construction costs are based on the City's typical design standard. Additional costs, headwalls, etc. are at the owners cost unless required by the Engineer to meet requirements.

Special Assessment (Section 26)

There are special assessments, as recognized under the Act, for public (not private) roads and utilities that have or require additional costs to the drainage system.

In addition to the projected assessments for Right of Way lands as determined by the outlet assessment, any other costs for road crossings or protection of utilities during construction are assessed to the road owner or utility owner. In the case of Port Colborne Drain, some of the existing Road culverts are to be changed and additional costs are planned or identified. The two new culverts providing road crossings proposed for the Second Concession Rd. are other examples of Section 26 assessments that apply to Port Colborne Drain.

Also included are costs related to impacted utilities such as Enbridge. These costs are additional effort during construction to protect or meet site supervision requirements by the utility. Also included are costs to move infrastructure, if required by site conditions. Actual costs will be assigned to the project as this is merely an estimate of costs during design.

5.3.1 Allowances:

1. Where a drain assessment schedule already exists and a prior maintenance and assessment schedule is known to exist, then a Schedule 29 allowance is accepted and recognized through a past report and schedule unless it can be shown otherwise.
2. Where a drain is re-aligned to a new path, then a Section 29 allowance for land taken is recognized. This can be amended by the restoration of any lands to the same owner by the same re-alignment. Thus, a net allowance can be recognized where that is shown to be the case.
3. Where previously no drain was recognized but already existed as a flow path, then a Section 31 allowance can be realized along with a one time creation of a current and future easement for drain maintenance activities as a Section 29 allowance. This is used in the creation of branch drains.

4. All property valuations are based on the same basic valuation, as per the Schedule of Costs. This single valuation is based on the agricultural land value in the Region of Niagara.

5. Any tree or feature planted within a drainage works right of access for maintenance is not eligible for compensation in any form. Trees within the work zone are eligible for the 2 for 1 tree replacement program.

Section 29 Allowance

(One time payment for land taken)

Where a drain already exists and has had maintenance in the past, then a work zone is assumed to already exist and a one time payment for the work zone easement has been made. No further payment for a work zone or easement is deemed to be required based on the pre-existing work zone regardless of whether that is known to exist or shown to exist in an explicit reference in a previous Engineer's report.

Where a drain re-alignment or a branch drain is proposed, then a Section 29 allowance is determined. The determination is based on a 10m work zone running parallel to one side of the drain commencing at the Top of Bank. The side from which work is done is determined by the Drainage Engineer and shown on the Plans for Construction. In the case of a close conduit the work zone can be reduced to a 5m zone or a 10m zone with 5m on each side. The value is based on a single value of land figure as shown in the Schedule of Costs and because the access is intermittent with the owner retaining ownership and access / use of the land for farming or otherwise, then a factor in the assessment value of land is applied. Since the work zone is likely to be occupied on a 10 year cycle for maintenance a 1/10 factor is to be applied using the land purchase value.

Where a buffer is established that restricts use of the land adjacent to the drain in favour of permanent vegetation, then a full payment for land taken based on the value established is made. For a buffer, a registered easement on title is recommended.

Section 30 Allowance

(Payment for damages during construction)

This allowance is to compensate landowners for economic damages due to construction and recognizes two types of injury. Immediate loss of crop as a result of working corridor for construction and longer-term damage to crops as a result of spoil spreading.

An allowance is made where work on the drain, such as construction or maintenance, damages crops which can not be restored. Compensation in the form of an allowance does not apply to grass or any other ornamental feature that is restored to similar condition as existed pre-construction for the tree canopy program. Compensation is paid for the work zone width multiplied by the length affected at the rate of \$4,300 per Hectare.

For any trees removed for construction that have a greater diameter than 150mm at breast height, (DBH) a compensation program of replacement saplings is proposed.

Where a tree is removed and 2 trees of a variety native to the area and available through the canopy program are planted outside the work zone as compensation, then no award for damage is made.

A damage allowance for fences can be paid where the fence is not restored. In any of the planned work for the Drain, fences are to be restored to a like or better condition and no allowance for payment is planned.

Section 31 Allowance

(Incorporate a Private Drain)

This type of allowance is to credit the construction effort of a private drain once the private drain is incorporated into a municipal Drain.

The value of the private drain is dependent on condition and contribution to the function of the Drain. For valuation purposes, the cost to construct a similar channel would be made based on the Schedule of Prices. The cost to maintain it would be subtracted.

This does not apply within the Port Colborne Drain watershed.

Section 32 Allowance

(Insufficient Outlet)

This provides compensation to affect owners for whom lands are not sufficiently drained by the service level provided by the Drain or where lands are discharged into instead of having a sufficient outlet.

There are no known occurrences of this within the Port Colborne Drain.

Section 33 Allowance

(Loss of Access)

Where a re-aligned Drain crosses property and cuts off access, an allowance can be granted. There is one known such occurrence, property 410900 has a portion that is naturally severed by the crossing of the drain. It is assumed that this historical severance would have a loss of access payment made at the time of the severance and is not required to be recognized by this report.

5.3.2 General Instructions to Property Owners, Road Authorities and Public Utilities

The principles of the Drainage Act are:

- Drainage is a collective good that benefits all landowners. However, drainage does not have to benefit all landowners equally.
- All landowners cooperatively fund the drainage works proposed. There is no direct financial government role in the drainage works other than administrative.

- Landowners are assessed a financial share of the cost for the drainage works based on their respective drainage benefit.
- All drainage costs are born by landowners including allowances.
- Drainage is provided on the basis of an identified service level for a specified size of storm. The standard storm, 1 in 5 year frequency, for basic open channel design is 68.9mm over 24 hours. A storm of a larger size or intensity may cause flooding. Tile placed in the bottom of an open channel is provided for drainage and not conveyance capacity.

For more details, refer to the Wignell Watershed Hydrology and Hydraulics Report.

A best effort has been made to compose a fair and reasonable assessment of costs to each portion of the contributing lands.

5.3.3 Grants

Owners of qualifying agricultural land are presently eligible for a grant of up to one-third of the cost of their assessment from the Ontario Ministry of Agriculture and Food. This grant will be applied for by the City of Port Colborne, and applied to the property owners' assessment at the time of final billing. The Port Colborne Assessment Schedule indicates lands that, based on information provided by the municipality, qualify for the agricultural land use grant. The final determination of eligibility is the decision of the Ontario Ministry of Agriculture and Food. To be eligible for a grant, the property owner must have a Farm Property Class Tax Rate or in combination with the Managed Forest Tax Incentive Program or the Conservation Land Tax Incentive Program for the lands to be drained by the Drain.

For additional information on the Agricultural Drainage Infrastructure Program refer to the OMAFRA website at www.omafra.gov.on.ca.

5.4 Port Colborne Drain Improvements & Maintenance

Added to the cost of maintenance is the full engineering and administration costs less any costs directly assigned to specific Section 22, Section 24 benefit assessments.

With the Runoff Ratio, there is a Stormwater Management Facility reduction in Section 23 that can be applied for those properties that can demonstrate a runoff amendment structure that reduces peak flow contributions to the drain subject to evaluation and confirmation by the Drainage Superintendent and the Engineer.

For the purposes of the submission of the report, no SWMF assessments are recognized and the individual property owners can make a request for assessment and this will be recognized by the Engineer on project completion.

A cycle of review and update of the SWMF assessments is planned to update and address private property runoff improvements made by homeowners. At present this cycle is set to once every 5 years but this will be reviewed and adjusted by the City

of Port Colborne and can be triggered at any point using a Section 76 assessment change process.

5.4.1 Drain Improvement to Second Concession

The re-alignment of the former Wignell W1 and W2 did not appear to be constructed to Second Concession. This report provides the design and report information to complete that work and achieve a full replacement of the original drain pathway around the quarry. The City of Port Colborne had constructed the roadside ditches down the ROW's to help provide some drainage.

As part of this work, a sediment basin is proposed to 'treat' runoff from the farmland upland of the Babion Rd. and Second Concession Rd. intersection culvert crossings.

5.4.2 Drain Crossings

There are no new drain crossing planned; however, the two crossings located at Babion Rd. and Second Concession Rd. are to be changed in grade and/or flow direction. The costs for this work is to be borne by the Municipality.

These re-worked crossings are proposed to pass the former flows crossing Second Concession Rd. and passing into the now quarry lands to the East and crossing Babion Rd. first then Second Concession Rd. and connecting to the extended Drain along the east side of Babion.

5.4.3 Port Colborne Branch #1 Drain Improvement

The majority of the Port Colborne Branch Drain #1 is functioning well but the portion that provides drainage to Snider Rd. is no longer functioning as intended. A removal of the vegetation growth is required along with a re-grading of the channel to connect and serve the roadside swale.

In addition, the outlet is proposed to be re-aligned along the north side of Highway #3 to outlet into the main Drain channel at a connection point north of the existing culvert crossing identified on Plans as PC-CS-004 crossing Highway #3. This new outlet will be the primary channel for Port Colborne Branch Drain #1; however, the original flow path will remain without being a part of the Municipal Drain but as an overflow path should a large runoff event occur. The berm directing runoff to the new outlet is set to overtop prior to the full flow occurring at the PC-CS-004 culvert.

5.4.4 Sediment Basins

There are three sediment basins planned for construction. Each is located adjacent to a road right of way to provide access for future maintenance.

The cost of constructing sediment basins are shared among upstream landowners through a Section 23 assessment including assessed cost for ROW runoff.

5.4.5 2016 Grading and Re-alignment

The City conducted work on the drain to re-grade the channel from station 0+007, North of the Friendship Trail to station 1+928, South of Highway #3. This included some rock removal.

The resulting graded works is shown on the Profile drawings; P1, P2 as an As Constructed drawing record.

A re-alignment of the drain starting at 1+650 to 1+860 was constructed. There were two fordings constructed through this area to provide farm crossings. Each is to be treated in a similar manner to a culvert and the costs shared between the watershed and the landowner on a 50/50 basis.

Two wetlands were constructed on private property using grants. These wetlands are not part of the Municipal Drain and remain with the landowners for future maintenance.

5.5 Allowance and Assessment Schedules

The Assessment calculation Tables are included in Appendix B. The following sections provide a summary reporting of those calculations.

5.5.1 Drain Allowances

5.5.1.1 Port Colborne Drain

The improvement of the Port Colborne Drain using Section 78 is to make specific changes in the drain and assign the cost for the same using an updated schedule and to achieve enhanced stormwater management functions.

The channel is presumed to have an allowance under Section 29 for land taken as well as a work zone allowance for future access. The original land required for the drain is recognized by previous report and an assumed work zone of 30ft (9.14m) already exists. An additional 1m work zone, (0.76m) to be added to the 9.14m existing work zone is declined.

A section 30 allowance is recognized for the damage to crops during construction and is paid at the rate of \$4,300 per hectare applied to the 10m work zone.

An allowance paid to the property for the re-alignment is made under Section 29 for land taken on the re-location of the drain path. The other properties are not recognized on the basis of a like for like move of the drain. No other allowances are recognized for the maintenance of this existing drain.

Table 9 Port Colborne Allowances

Drain	Section 29	Section 30	Section 31	Section 32	Section 33
Port Colborne	\$939.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-Total of Allowances:					\$939.00

Additional to these costs will be Administration and Engineering Costs related to the design.

5.5.1.2 Port Colborne Branch Drain #1

As discussed previously, this drain already existed and is presumed to have been a Municipal Drain previously. All required land is presumed to have been previously assessed for both land taken for the drain and for access for maintenance, which is a 10m work zone.

Table 10 Port Colborne Branch #1 Allowances

Drain	Section 29	Section 30	Section 31	Section 32	Section 33
Port Colborne Branch #1	\$0.00	\$277.62	\$0.00	\$0.00	\$0.00
Sub-Total of Allowances:					\$277.62

5.5.2 Port Colborne Assessment Schedules

The assessment tables show the resulting assessment schedules for the past construction works and the proposed construction works based on the calculations performed and included in Appendix B. Past costs are presented by summary reports in Appendix C.

Table 11 Port Colborne Drain Assessment Schedule of Costs

Port Colborne Municipal Drain

City of Port Colborne
Regional Municipality of Niagara

Section 22: Assessed Benefit
Section 23 Outlet Benefit / Outlet Liability
Section 24 Special Benefit

				Assessment					
Owner	Legal Text	Roll No	Area, Ha	Benefit	Outlet Liability	Special	Total	Allowance	Net
City of Port Colborne - Lands Assessed									
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24	271102000718000	1.642	\$0	\$1,413.83	\$0.00	\$1,413.83	\$0.00	\$1,413.83
McLean William Richard Samue	CON 1 PT TWP LOT 23	271102001311300	0.095	\$0	\$45.49	\$0.00	\$45.49	\$0.00	\$45.49
Tomiuick Jonas	CON 1 PT TWP LOT 23	271102001311400	0.191	\$0	\$91.13	\$0.00	\$91.13	\$0.00	\$91.13
Scott Gregory George	CON 1 PT TWP LOT 23	271102001311500	0.190	\$0	\$91.08	\$0.00	\$91.08	\$0.00	\$91.08
Vale Canada Limited	CON 2 PT LOT 24	271102001312000	0.534	\$0	\$306.76	\$0.00	\$306.76	\$0.00	\$306.76
Port Colborne Quarries Inc	CON 2 PT LOTS 19 AND 20 RP	271104000315600	30.868	\$0	\$20,671.95	\$0.00	\$20,671.95	\$0.00	\$20,671.95
Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546	271104000315702	0.089	\$0	\$42.53	\$0.00	\$42.53	\$0.00	\$42.53
Port Colborne Quarries Inc	CON 2 PT LOT 19 PT LOT 20	271104000315800	35.112	\$0	\$23,514.47	\$0.00	\$23,514.47	\$0.00	\$23,514.47
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	0.583	\$0	\$334.83	\$0.00	\$334.83	\$0.00	\$334.83
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	6.726	\$0	\$4,504.18	\$0.00	\$4,504.18	\$0.00	\$4,504.18
City of Port Colborne	CON 1 PT LOTS 23, 24 RP	271104000408715	2.431	\$0	\$1,628.23	\$0.00	\$1,628.23	\$0.00	\$1,628.23
Schlenger Uszer	CON 1 PT LOT 23	271104000408800	0.373	\$0	\$228.20	\$0.00	\$228.20	\$0.00	\$228.20
Coccagna Anthony	CON 1 PT LOT 23	271104000408900	0.631	\$0	\$301.99	\$0.00	\$301.99	\$0.00	\$301.99
1346618 Ontario Ltd	CON 1 PT LOT 23	271104000409000	0.463	\$0	\$310.00	\$0.00	\$310.00	\$0.00	\$310.00
Ostric Milan	CON 1 PT LOT 23 RP 59R5797	271104000409100	0.201	\$0	\$96.15	\$0.00	\$96.15	\$0.00	\$96.15
1108904 Ontario Limited	CON 1 PT LOT 23 PT LOT 24	271104000409200	0.779	\$0	\$521.36	\$0.00	\$521.36	\$0.00	\$521.36
Favero Lidia	CON 1 PT LOT 23	271104000409300	0.202	\$0	\$96.58	\$0.00	\$96.58	\$0.00	\$96.58
Ed Christensen Roofing Limited	CON 1 PT LOT 23	271104000409400	0.190	\$0	\$90.98	\$0.00	\$90.98	\$0.00	\$90.98
Sauder William Edward	HUMBERSTONE CON 1 PT LOT 23	271104000409500	0.190	\$0	\$90.98	\$0.00	\$90.98	\$0.00	\$90.98
Stenson Ian John	CON 1 PT LOT 23	271104000409600	0.190	\$0	\$90.98	\$0.00	\$90.98	\$0.00	\$90.98
Polverari Giuseppe	CON 1 PT LOT 23	271104000409700	0.190	\$0	\$90.98	\$0.00	\$90.98	\$0.00	\$90.98
Vale Canada Limited	CON 1 PT LOT 23	271104000409800	4.106	\$0	\$1,963.89	\$0.00	\$1,963.89	\$0.00	\$1,963.89
Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410000	4.963	\$256	\$3,323.44	\$187.50	\$3,766.44	\$939.00	\$2,827.44
Huffman John Wayne	CON 2 PT LOT 21	271104000410400	0.071	\$0	\$33.82	\$0.00	\$33.82	\$0.00	\$33.82
Young Tammy Lynn	CON 2 PT LOT 21	271104000410500	0.107	\$0	\$51.04	\$0.00	\$51.04	\$0.00	\$51.04
Vollick Ronald Christopher	CON 2 PT LOT 21	271104000410600	0.159	\$0	\$76.06	\$0.00	\$76.06	\$0.00	\$76.06
Citrigno Angela	CON 2 PT LOT 21	271104000410700	0.168	\$0	\$80.12	\$0.00	\$80.12	\$0.00	\$80.12
Stark Raymond	CON 2 PT LOT 21 RP 59R4333	271104000410705	1.936	\$0	\$926.05	\$0.00	\$926.05	\$0.00	\$926.05
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801	271104000410710	2.899	\$508	\$1,941.39	\$5,057.59	\$7,506.97	\$0.00	\$7,506.97
F Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801	271104000410800	4.199	\$0	\$2,811.99	\$355.00	\$3,166.99	\$0.00	\$3,166.99
Stewart Scott James	CON 2 PT LOT 22 RP 59R 5732	271104000410810	0.407	\$0	\$194.50	\$0.00	\$194.50	\$0.00	\$194.50
F Powell Bradley Kenneth	CON 2 PT LOT 22 RP59R4801	271104000410900	7.711	\$0	\$5,164.30	\$0.00	\$5,164.30	\$0.00	\$5,164.30
Hellinga Jack Simon	CON 2 PT LOT 22	271104000411000	5.411	\$0	\$2,588.33	\$0.00	\$2,588.33	\$0.00	\$2,588.33
Kinzie Patricia Helen	CON 2 PT LOT 21 RP 59R6766	271104000411200	1.202	\$0	\$574.94	\$0.00	\$574.94	\$0.00	\$574.94
Pipher Lynn Mae	CON 2 PT LOT 21 RP 59R6766	271104000411205	1.208	\$0	\$578.00	\$0.00	\$578.00	\$0.00	\$578.00
Scace Wesley	CON 2 PT LOT 21	271104000411300	0.067	\$0	\$31.95	\$0.00	\$31.95	\$0.00	\$31.95
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP	271104000411500	73.170	\$0	\$51,802.13	\$0.00	\$51,802.13	\$0.00	\$51,802.13
Parsons David Scott	CON 2 PT LOT 22	271104000411600	0.418	\$0	\$199.95	\$0.00	\$199.95	\$0.00	\$199.95
Leavere Larry Allan Thomas	CON 2 PT LOT 22	271104000411700	0.209	\$0	\$100.02	\$0.00	\$100.02	\$0.00	\$100.02
Yanni Bill	CON 2 PT LOT 22	271104000411900	0.418	\$0	\$199.95	\$0.00	\$199.95	\$0.00	\$199.95
Fitzgerald Shawn Patrick	HUMBERSTONE CON 2 PT LOT 22	271104000412000	0.209	\$0	\$100.07	\$0.00	\$100.07	\$0.00	\$100.07
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884	271104000412100	0.209	\$0	\$100.02	\$0.00	\$100.02	\$0.00	\$100.02
Moes Frank Allan	HUMBERSTONE CON 2 PT LOT 22	271104000412200	0.357	\$0	\$170.72	\$0.00	\$170.72	\$0.00	\$170.72
Boda Terry Joseph	CON 2 PT LOT 22	271104000412400	0.186	\$0	\$88.88	\$0.00	\$88.88	\$0.00	\$88.88
F Elite Capital P.C Developments Inc	CON 2 PT LOT 22	271104000412600	4.110	\$0	\$2,359.42	\$0.00	\$2,359.42	\$0.00	\$2,359.42
Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	10.153	\$0	\$5,827.80	\$0.00	\$5,827.80	\$0.00	\$5,827.80
Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	22.189	\$0	\$12,736.89	\$0.00	\$12,736.89	\$0.00	\$12,736.89
Vale Canada Limited	CON 2 PT LOT 23	271104000412800	0.363	\$0	\$208.54	\$0.00	\$208.54	\$0.00	\$208.54
NCDSB	CON 2 PT LOT 23	271104000412900	5.947	\$0	\$3,413.79	\$0.00	\$3,413.79	\$0.00	\$3,413.79
Dyson Patrick James	CON 2 PT LOT 23	271104000413000	0.176	\$0	\$84.14	\$0.00	\$84.14	\$0.00	\$84.14
Dyson Mary Lynn	CON 2 PT LOT 23	271104000413100	0.182	\$0	\$104.19	\$0.00	\$104.19	\$0.00	\$104.19
Hortobagyi Zoltan	CON 2 PT LOT 23	271104000413200	0.186	\$0	\$88.88	\$0.00	\$88.88	\$0.00	\$88.88
Wakunick Deborah Ivy	CON 2 PT LOT 24	271104000413300	0.085	\$0	\$40.85	\$0.00	\$40.85	\$0.00	\$40.85
Wells Donna Louise	CON 2 PT LOT 23 PT LOT 24	271104000413400	0.828	\$0	\$396.13	\$0.00	\$396.13	\$0.00	\$396.13
Vale Canada Limited	CON 2 PT LOT 23 PT LOT 24 RP	271104000413401	7.409	\$0	\$3,544.32	\$0.00	\$3,544.32	\$0.00	\$3,544.32
Vale Canada Limited	CON 2 PT LOT 23 PT LOT 24 RP	271104000413410	10.115	\$0	\$6,774.19	\$0.00	\$6,774.19	\$0.00	\$6,774.19
Vale Canada Limited	CON 2 PT LOT 24 RP 59R10047	271104000413435	0.631	\$0	\$422.51	\$0.00	\$422.51	\$0.00	\$422.51
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23	271104000414000	3.326	\$0	\$1,909.44	\$0.00	\$1,909.44	\$0.00	\$1,909.44
Vale Canada Limited	CON 2 PT LOT 24	271104000414120	0.928	\$0	\$621.68	\$0.00	\$621.68	\$0.00	\$621.68
2023165 Ontario Inc	CON 3 PT LOT 19 PT LOT 20	271104000506400	1.291	\$0	\$617.56	\$0.00	\$617.56	\$0.00	\$617.56
F Koch Olga	CON 3 LOT 19CPT	271104000506500	0.222	\$0	\$106.05	\$0.00	\$106.05	\$0.00	\$106.05
Kozelj Stif	CON 3 PT LOT 20	271104000506600	0.079	\$0	\$37.89	\$0.00	\$37.89	\$0.00	\$37.89
F Orsetto Aldo	CON 3 PT LOT 20	271104000506700	4.228	\$0	\$2,426.75	\$0.00	\$2,426.75	\$0.00	\$2,426.75
Currie Michael Bruce	CON 3 PT LOT 20	271104000506702	0.085	\$0	\$40.80	\$0.00	\$40.80	\$0.00	\$40.80
F Fijavz David	CON 3 PT LOT 20	271104000506703	0.334	\$0	\$159.58	\$0.00	\$159.58	\$0.00	\$159.58
Levitt Corie	CON 3 PT LOT 20 PLAN 59R	271104000506710	0.212	\$0	\$101.17	\$0.00	\$101.17	\$0.00	\$101.17
Michaud Antonio Abel	CON 3 PT LOT 20 RP 59R8240	271104000506800	0.271	\$0	\$129.44	\$0.00	\$129.44	\$0.00	\$129.44
F Henderson David Marshall	CON 3 PT LOT 20	271104000506801	11.011	\$0	\$7,373.83	\$0.00	\$7,373.83	\$0.00	\$7,373.83
F Babion Gail J	HUMBERSTONE CON 3 PT LOT 21	271104000506900	15.252	\$0	\$10,214.09	\$0.00	\$10,214.09	\$0.00	\$10,214.09
Wagner Dan Patrick	CON 3 PT LOT 21	271104000507400	3.050	\$0	\$2,042.84	\$0.00	\$2,042.84	\$0.00	\$2,042.84
Stovell David Alan	CON 3 PT LOT 21 59R8535	271104000507500	1.238	\$0	\$592.40	\$0.00	\$592.40	\$0.00	\$592.40
F Cooper Collin James Lee	CON 3 S PT LOT 21 S PT LOT	271104000508100	7.613	\$0	\$5,098.67	\$0.00	\$5,098.67	\$0.00	\$5,098.67
F Henderson Drew David	CON 3 PT LOT 22	271104000508301	1.055	\$0	\$706.46	\$0.00	\$706.46	\$0.00	\$706.46
Beaulieu George E	CON 3 E PT LOT 23	271104000508900	0.388	\$0	\$185.46	\$0.00	\$185.46	\$0.00	\$185.46
Garner Mark Edward	CON 3 PT LOT 23	271104000509100	0.346	\$0	\$165.65	\$0.00	\$165.65	\$0.00	\$165.65
Joseph Grandilli	CON 3 PT LOT 23	271104000509300	0.082	\$0	\$39.37	\$0.00	\$39.37	\$0.00	\$39.37
Stefan John	CON 3 PT LOT 23	271104000509400	0.016	\$0	\$7.85	\$0.00	\$7.85	\$0.00	\$7.85
Johnson Raymond Francis Jr	CON 3 PT LOT 23 RP 59R10549	271104000510200	0.208	\$0	\$103.68	\$0.00			

Owner	Legal Text	Roll No	Area, Ha	Assessment			Total	Allowance	Net
				Benefit	Outlet Liability	Special			
Roads									
City of Port Colborne	Snider Rd. N of Second Concession	ROW	0.071		\$3,306.62	\$0.00	\$3,306.62		
City of Port Colborne	Killaly St E east of Snider	ROW	0.176		\$1,752.36	\$0.00	\$1,752.36		
City of Port Colborne	Snider Rd portion south of Killaly St E	ROW	0.353		\$2,876.95	\$0.00	\$2,876.95		
City of Port Colborne	Second Concession Rd. E of Babion	ROW	0.596		\$116.22	\$0.00	\$116.22		
City of Port Colborne	Killaly St East W of Snider Rd	ROW	0.920		\$968.19	\$0.00	\$968.19		
City of Port Colborne	Chippawa Road	ROW	1.016		\$3,753.26	\$0.00	\$3,753.26		
City of Port Colborne	Second Concession W of Snider Rd.	ROW	1.221		\$854.95	\$0.00	\$854.95		
City of Port Colborne	Babion Rd. from 2nd to Chippawa	ROW	1.432		\$2,329.34	\$0.00	\$2,329.34		
City of Port Colborne	Second Concession from Snider to Babion	ROW	1.645		\$541.04	\$0.00	\$541.04		
City of Port Colborne	Snider Rd. from Hwy 3 to Second Conc	ROW	2.005		\$1,464.94	\$0.00	\$1,464.94		
City of Port Colborne	Sndier Rd from Hwy 3 to Killaly St E	ROW	2.033		\$286.73	\$0.00	\$286.73		
City of Port Colborne	Babion Rd. from Hwy 3 to Second Concess	ROW	2.308		\$2,675.64	\$0.00	\$2,675.64		
							\$20,926.24		
MTO	Highway #3	ROW	3.281		\$5,336.02	\$0.00	\$5,336.02		
			17.058		\$26,262.26	\$0.00	\$26,262.26		

Section 26 - Special Assessments

City of Port Colborne	Extend drain along Babion Rd. to Second Concession. Re-lay culverts at Second Concession Rd.						\$40,448.80		
MINISTRY OF TRANSPORTATION ONTARIO							\$5,076.19		
Utilities - Enbridge	No conflicts assessed during design						\$0.00		
Utilities - Other	No conflicts assessed during design						\$0.00		
							\$45,525.00		

Port Colborne Drain

	Total Assessed:						\$277,377.74		
Notes: 1. The above lands marked "F" are currently classified as agricultural according to the OMAFRA and are therefore entitled to a 1/3 grant. 2. Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown for each parcel of land and road affected. The affected parcels of land are identified using the roll number received from the City. For convenience only, the owners' names are shown by the last revised assessment roll. 3. The value of the assessments identified in this schedule are estimates only, and should not be considered final.									

Port Colborne Branch #1 Municipal Drain

City of Port Colborne
Regional Municipality of Niagara

Section 22: Assessed Benefit
Section 23 Outlet Benefit / Outlet Liability
Section 24 Special Benefit

Owner	Legal Text	Roll No	Area, Ha	Assessment			Total	Allowance	Net
				Benefit	Outlet Liability	Special			
City of Port Colborne - Lands Assessed									
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801	271104000410710	0.107	\$0	\$27.28	\$0.00	\$27.28	\$277.62	-\$250.35
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801	271104000410800	1.084	\$0	\$184.32	\$0.00	\$184.32	\$0.00	\$184.32
Hellinga Jack Simon	CON 2 PT LOT 22	271104000411000	5.247	\$0	\$1,338.84	\$0.00	\$1,338.84	\$0.00	\$1,338.84
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP	271104000411500	2.758	\$0	\$469.10	\$0.00	\$469.10	\$0.00	\$469.10
Parsons David Scott	CON 2 PT LOT 22	271104000411600	0.413	\$0	\$105.40	\$0.00	\$105.40	\$0.00	\$105.40
Leavere Larry Allan Thomas	CON 2 PT LOT 22	271104000411700	0.098	\$0	\$16.60	\$0.00	\$16.60	\$0.00	\$16.60
Yanni Bill	CON 2 PT LOT 22	271104000411900	0.418	\$0	\$106.65	\$0.00	\$106.65	\$0.00	\$106.65
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884	271104000412100	0.025	\$0	\$4.25	\$0.00	\$4.25	\$0.00	\$4.25
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23	271104000414000	3.308	\$0	\$844.05	\$0.00	\$844.05	\$0.00	\$844.05
			12.267	\$0.00	\$3,096.49	\$0.00	\$3,096.49	\$277.62	\$2,884.89
Roads									
City of Port Colborne	Snider Rd. from Hwy 3 to Second Conc	ROW	1.612	\$0	\$616.77	\$0.00	\$616.77		
City of Port Colborne	Second Concession from Snider to Bab	ROW	0.022	\$0	\$16.13	\$0.00	\$16.13		
City of Port Colborne	Second Concession W of Snider Rd.	ROW	0.501	\$0	\$370.35	\$0.00	\$370.35		
							\$1,003.25		
MTO	Highway #3	ROW	0.547	\$0	\$446.99	\$0.00	\$446.99		
			2.682	\$0.00	\$1,450.25	\$0.00	\$1,450.25		
			14.948				\$4,546.73		

Section 26 - Special Assessments

City of Port Colborne	Assessed special benefit for improving Snider road outlet.						\$7,008.46		
Regional Municipality of Niagara	No works proposed						\$0.00		
MINISTRY OF TRANSPORTATION ONTARIO							\$7,115.18		
Utilities - Enbridge	No conflicts assessed during design						\$0.00		
Utilities - Other	No conflicts assessed during design						\$0.00		
							\$14,123.64		

Port Colborne Branch #1 Drain

	Total Assessed:						\$18,670.37		
Notes: 1. The above lands marked "F" are currently classified as agricultural according to the OMAFRA and are therefore entitled to a 1/3 grant. 2. Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown for each parcel of land and road affected. The affected parcels of land are identified using the roll number received from the City. For convenience only, the owners' names are shown by the last revised assessment roll.									

5.5.3 Port Colborne Drain Maintenance Schedules

The maintenance schedules for use with future maintenance work conducted in each of the Drain catchments.

From the Port Colborne Outlet to the upstream limit of the Drain at the Friendship Trail, STA 0+112.7 to 0+010 basic drain maintenance is required as the Drainage Superintendent determines.

From 0+010 to 1+928, was maintained by the City of Port Colborne in 2016 including work to re-align the channel from 1+650 to 1+860.

Added to the cost of maintenance is the full engineering and administration costs less any costs directly assigned to specific Section 22, and Section 24 benefit assessments.

With the Runoff Ratio, there is a Stormwater Management Facility reduction in Section 23 that can be applied for those properties that can demonstrate a stormwater management facility (SMWF) on property that reduces peak flow contributions to the drain subject to evaluation and confirmation by the Drainage Superintendent and the Engineer.

For the purposes of the submission of the report, no SWMF assessments are recognized and the individual property owners can make a request for assessment and this will be recognized by the Engineer on project completion.

5.5.3.1 Port Colborne Drain Maintenance Schedule

The following is the Maintenance Assessment table for assigning future maintenance costs using Section 23, refer to Appendix B for the calculations.

Table 13 Port Colborne Drain Maintenance Assessment Schedule**Port Colborne Drain**

Owner	Legal Text	Roll No	Area, Ha	Runoff Factor 'C'	QRF	QRF Ratio
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24	271102000718000	1.642	45	4.82	0.0063
McLean William Richard Samue	CON 1 PT TWP LOT 23	271102001311300	0.095	25	0.16	0.0002
Tomiuck Jonas	CON 1 PT TWP LOT 23	271102001311400	0.191	25	0.31	0.0004
Scott Gregory George	CON 1 PT TWP LOT 23	271102001311500	0.190	25	0.31	0.0004
Vale Canada Limited	CON 2 PT LOT 24	271102001312000	0.534	30	1.05	0.0014
Port Colborne Quarries Inc	CON 2 PT LOTS 19 AND 20 RP	271104000315600	30.868	35	70.48	0.0917
Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546	271104000315702	0.089	25	0.14	0.0002
Port Colborne Quarries Inc	CON 2 PT LOT 19 PT LOT 20	271104000315800	35.112	35	80.17	0.1043
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	0.583	30	1.14	0.0015
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	6.726	35	15.36	0.0200
City of Port Colborne	CON 1 PT LOTS 23, 24 RP	271104000408715	2.431	35	5.55	0.0072
Schlenger Uszer	CON 1 PT LOT 23	271104000408800	0.373	32	0.78	0.0010
Coccagna Anthony	CON 1 PT LOT 23	271104000408900	0.631	25	1.03	0.0013
1346618 Ontario Ltd	CON 1 PT LOT 23	271104000409000	0.463	35	1.06	0.0014
Ostic Milan	CON 1 PT LOT 23 RP 59R5797	271104000409100	0.201	25	0.33	0.0004
1108904 Ontario Limited	CON 1 PT LOT 23 PT LOT 24	271104000409200	0.779	35	1.78	0.0023
Favero Lidia	CON 1 PT LOT 23	271104000409300	0.202	25	0.33	0.0004
Ed Christensen Roofing Limited	CON 1 PT LOT 23	271104000409400	0.190	25	0.31	0.0004
Sauder William Edward	HUMBERSTONE CON 1 PT LOT 23	271104000409500	0.190	25	0.31	0.0004
Stenson Ian John	CON 1 PT LOT 23	271104000409600	0.190	25	0.31	0.0004
Polverari Giuseppe	CON 1 PT LOT 23	271104000409700	0.190	25	0.31	0.0004
Vale Canada Limited	CON 1 PT LOT 23	271104000409800	4.106	25	6.70	0.0087
Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410000	4.963	35	11.33	0.0147
Huffman John Wayne	CON 2 PT LOT 21	271104000410400	0.071	25	0.12	0.0001
Young Tammy Lynn	CON 2 PT LOT 21	271104000410500	0.107	25	0.17	0.0002
Vollick Ronald Christopher	CON 2 PT LOT 21	271104000410600	0.159	25	0.26	0.0003
Citrigno Angela	CON 2 PT LOT 21	271104000410700	0.168	25	0.27	0.0004
Stark Raymond	CON 2 PT LOT 21 RP 59R4333	271104000410705	1.936	25	3.16	0.0041

Owner	Legal Text	Roll No	Area, Ha	Runoff Factor 'C'	QRF	QRF Ratio
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801	271104000410710	2.899	35	6.62	0.0086
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801	271104000410800	4.199	35	9.59	0.0125
Stewart Scott James	CON 2 PT LOT 22 RP 59R 5732	271104000410810	0.407	25	0.66	0.0009
Powell Bradley Kenneth	CON 2 PT LOT 22 RP59R4801	271104000410900	7.711	35	17.61	0.0229
Hellinga Jack Simon	CON 2 PT LOT 22	271104000411000	5.411	25	8.83	0.0115
Kinzie Patricia Helen	CON 2 PT LOT 21 RP 59R6766	271104000411200	1.202	25	1.96	0.0025
Pipher Lynn Mae	CON 2 PT LOT 21 RP 59R6766	271104000411205	1.208	25	1.97	0.0026
Scace Wesley	CON 2 PT LOT 21	271104000411300	0.067	25	0.11	0.0001
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP	271104000411500	73.170	37	176.62	0.2297
Parsons David Scott	CON 2 PT LOT 22	271104000411600	0.418	25	0.68	0.0009
Leavere Larry Allan Thomas	CON 2 PT LOT 22	271104000411700	0.209	25	0.34	0.0004
Yanni Bill	CON 2 PT LOT 22	271104000411900	0.418	25	0.68	0.0009
Fitzgerald Shawn Patrick	HUMBERSTONE CON 2 PT LOT 22	271104000412000	0.209	25	0.34	0.0004
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884	271104000412100	0.209	25	0.34	0.0004
Moes Frank Allan	HUMBERSTONE CON 2 PT LOT 22	271104000412200	0.357	25	0.58	0.0008
Boda Terry Joseph	CON 2 PT LOT 22	271104000412400	0.186	25	0.30	0.0004
Elite Capital P.C Developments Inc	CON 2 PT LOT 22	271104000412600	4.110	30	8.04	0.0105
Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	10.153	30	19.87	0.0258
Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	22.189	30	43.43	0.0565
Vale Canada Limited	CON 2 PT LOT 23	271104000412800	0.363	30	0.71	0.0009
NCDSB	CON 2 PT LOT 23	271104000412900	5.947	30	11.64	0.0151
Dyson Patrick James	CON 2 PT LOT 23	271104000413000	0.176	25	0.29	0.0004
Dyson Mary Lynn	CON 2 PT LOT 23	271104000413100	0.182	30	0.36	0.0005
Hortobagyi Zoltan	CON 2 PT LOT 23	271104000413200	0.186	25	0.30	0.0004
Wakunick Deborah Ivy	CON 2 PT LOT 24	271104000413300	0.085	25	0.14	0.0002
Wells Donna Louise	CON 2 PT LOT 23 PT LOT 24	271104000413400	0.828	25	1.35	0.0018
Vale Canada Limited	CON 2 PT LOT 23 PT LOT 24 RP	271104000413401	7.409	25	12.08	0.0157
Vale Canada Limited	CON 2 PT LOT 23 PT LOT 24 RP	271104000413410	10.115	35	23.10	0.0300
Vale Canada Limited	CON 2 PT LOT 24 RP 59R10047	271104000413435	0.631	35	1.44	0.0019
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23	271104000414000	3.326	30	6.51	0.0085
Vale Canada Limited	CON 2 PT LOT 24	271104000414120	0.928	35	2.12	0.0028
2023165 Ontario Inc	CON 3 PT LOT 19 PT LOT 20	271104000506400	1.291	25	2.11	0.0027

Owner	Legal Text	Roll No	Area, Ha	Runoff Factor 'C'	QRF	QRF Ratio
Koch Olga	CON 3 LOT 19CPT	271104000506500	0.222	25	0.36	0.0005
Kozelj Stif	CON 3 PT LOT 20	271104000506600	0.079	25	0.13	0.0002
Orsetto Aldo	CON 3 PT LOT 20	271104000506700	4.228	30	8.27	0.0108
Currie Michael Bruce	CON 3 PT LOT 20	271104000506702	0.085	25	0.14	0.0002
Fijavz David	CON 3 PT LOT 20	271104000506703	0.334	25	0.54	0.0007
Levitt Corie	CON 3 PT LOT 20 PLAN 59R	271104000506710	0.212	25	0.34	0.0004
Michaud Antonio Abel	CON 3 PT LOT 20 RP 59R8240	271104000506800	0.271	25	0.44	0.0006
Henderson David Marshall	CON 3 PT LOT 20	271104000506801	11.011	35	25.14	0.0327
Babion Gail J	HUMBERSTONE CON 3 PT LOT 21	271104000506900	15.252	35	34.83	0.0453
Wagner Dan Patrick	CON 3 PT LOT 21	271104000507400	3.050	35	6.97	0.0091
Stovell David Alan	CON 3 PT LOT 21 59R8535	271104000507500	1.238	25	2.02	0.0026
Cooper Collin James Lee	CON 3 S PT LOT 21 S PT LOT	271104000508100	7.613	35	17.38	0.0226
Henderson Drew David	CON 3 PT LOT 22	271104000508301	1.055	35	2.41	0.0031
Beaulieu George E	CON 3 E PT LOT 23	271104000508900	0.388	25	0.63	0.0008
Garner Mark Edward	CON 3 PT LOT 23	271104000509100	0.346	25	0.56	0.0007
Joseph Grandilli	CON 3 PT LOT 23	271104000509300	0.082	25	0.13	0.0002
Stefan John	CON 3 PT LOT 23	271104000509400	0.016	25	0.03	0.0000
Johnson Raymond Francis Jr	CON 3 PT LOT 23 RP 59R10549	271104000510200	0.208	26	0.35	0.0005
Vance Gregory Thomas	CON 3 PT LOT 23 RP 59R10549	271104000510202	0.417	25	0.68	0.0009
Saxon Ronald Joseph	CON 3 PT LOT 23 PLAN	271104000510204	0.605	25	0.99	0.0013
Pilkey Dean Lloyd	CON 3 PT LOT 23 PLAN	271104000510206	0.597	25	0.97	0.0013
Schneider Darryl Frederick	CON 3 PT LOT 23	271104000510801	2.252	25	3.67	0.0048
Zonneveld Bastian	CON 3 PT LOT 24	271104000510900	0.103	25	0.17	0.0002
Terreberry Jack	CON 3 PT LOT 24	271104000511000	0.144	25	0.24	0.0003
Jacak Dominik	CON 3 PT LOT 24	271104000511300	0.347	25	0.57	0.0007
Moore Linda Ann	CON 3 PT LOT 24	271104000511400	0.099	25	0.16	0.0002
Moore Linda Ann	CON 3 PT LOT 24	271104000511500	0.029	25	0.05	0.0001
Medvic Peter James	CON 3 PT LOT 24	271104000511600	0.356	25	0.58	0.0008
McIntyre Shelly	CON 3 PT LOT 24	271104000511700	0.191	25	0.31	0.0004
City of Port Colborne	59R11175 PART 1 59R11176	271104000699500	0.630	35	1.44	0.0019
			311.038			
Roads						
City of Port Colborne	Snider Rd from Hwy 3 to Killaly St E	ROW	2.033	85	11.27	0.0147

Owner	Legal Text	Roll No	Area, Ha	Runoff Factor 'C'	QRF	QRF Ratio
City of Port Colborne	Second Concession W of Snider Rd.	ROW	1.221	75	5.97	0.0078
City of Port Colborne	Snider Rd. from Hwy 3 to Second Conc	ROW	2.005	75	9.81	0.0128
City of Port Colborne	Snider Rd. N of Second Concession	ROW	0.071	85	0.40	0.0005
City of Port Colborne	Second Concession Rd. E of Babion	ROW	0.595	85	3.30	0.0043
City of Port Colborne	Babion Rd. from Hwy 3 to Second Concess	ROW	2.308	85	12.80	0.0166
City of Port Colborne	Chippawa Road	ROW	0.559	80	2.92	0.0038
City of Port Colborne	Babion Rd. from 2nd to Chippawa	ROW	1.432	85	7.94	0.0103
City of Port Colborne	Snider Rd protion south of Killaly St E	ROW	0.353	80	1.84	0.0024
City of Port Colborne	Killaly St East W of Snider Rd	ROW	0.901	85	4.99	0.0065
City of Port Colborne	Killaly St E east of Snider	ROW	0.176	85	0.98	0.0013
City of Port Colborne	Second Concession from Snider to Babion	ROW	1.645	85	9.12	0.0119
MTO	Highway #3	ROW	3.281	85	18.19	0.0237
			16.581			
			327.619		768.83	1.00

5.5.3.2 Port Colborne Branch Drain #1 Maintenance Schedule

The Maintenance Assessment table is for assigning current and future maintenance costs using Section 23, refer to Appendix B for the calculations.

Table 14 Port Colborne Branch Drain #1 Maintenance Schedule

Owner	Legal Text	Roll No	Area, Ha	Runoff Factor 'C'	QRF	QRF Ratio
City of Port Colborne - Lands Assessed						
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801	271104000410710	0.107	30	0.21	0.0060
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801	271104000410800	1.084	20	1.41	0.0405
Hellinga Jack Simon	CON 2 PT LOT 22	271104000411000	5.247	30	10.27	0.2945
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP	271104000411500	2.758	20	3.60	0.1032
Parsons David Scott	CON 2 PT LOT 22	271104000411600	0.413	30	0.81	0.0232
Leavere Larry Allan Thomas	CON 2 PT LOT 22	271104000411700	0.098	20	0.13	0.0037
Yanni Bill	CON 2 PT LOT 22	271104000411900	0.418	30	0.82	0.0235
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884	271104000412100	0.025	20	0.03	0.0009
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23	271104000414000	3.308	30	6.47	0.1856
Sub-Total (Lands)			13.457			
Roads						
City of Port Colborne	Snider Rd. from Hwy 3 to Second Conc	ROW	1.612	45	4.73	0.1357
City of Port Colborne	Second Concession from Snider to Babion	ROW	0.022	86	0.12	0.0035
City of Port Colborne	Second Concession W of Snider Rd.	ROW	0.501	87	2.84	0.0815
MTO	Highway #3	ROW	0.547	96	3.43	0.0983
Sub-Total (Roads)			2.682			
Total:			16.139		34.88	1.00

6 Port Colborne Drain Report Conclusions

This report has identified a series of drain improvements that include drain maintenance to ensure suitable channel design flows are achieved. The drain improvements have been developed through plan and profile drawings, and includes the results of works already undertaken by the City.

The following is a summary description of the planned improvements:

1. Extension of the drain along the East side of Babion Rd. from the Quarry crossing to Second Concession Rd. for 254m.
2. Re-laying the two culverts at the intersection of Babion Rd. and Second Concession Rd.
3. Construction of a new outlet for the Port Colborne Branch #1 Drain to reach the Port Colborne Drain along the North side of Highway #3.
4. Maintenance of the Port Colborne Branch Drain #1 to the Snider Rd. ROW.
5. Construction of 3 sediment basins along the Drain.

Previous Work completed by others is also being assessed.

1. Work already completed for the Port Colborne Drain involving vegetation removal and re-grading to design grade line from 0+010 to 1+928.

Construction of these works is to be recognized as a Section 29 allowance for land access, which has been assumed to already be in place for the Port Colborne Drain and Port Colborne Branch #1. Damages for construction are not expected except as the adjacent lands are to be restored to an equal or better condition.

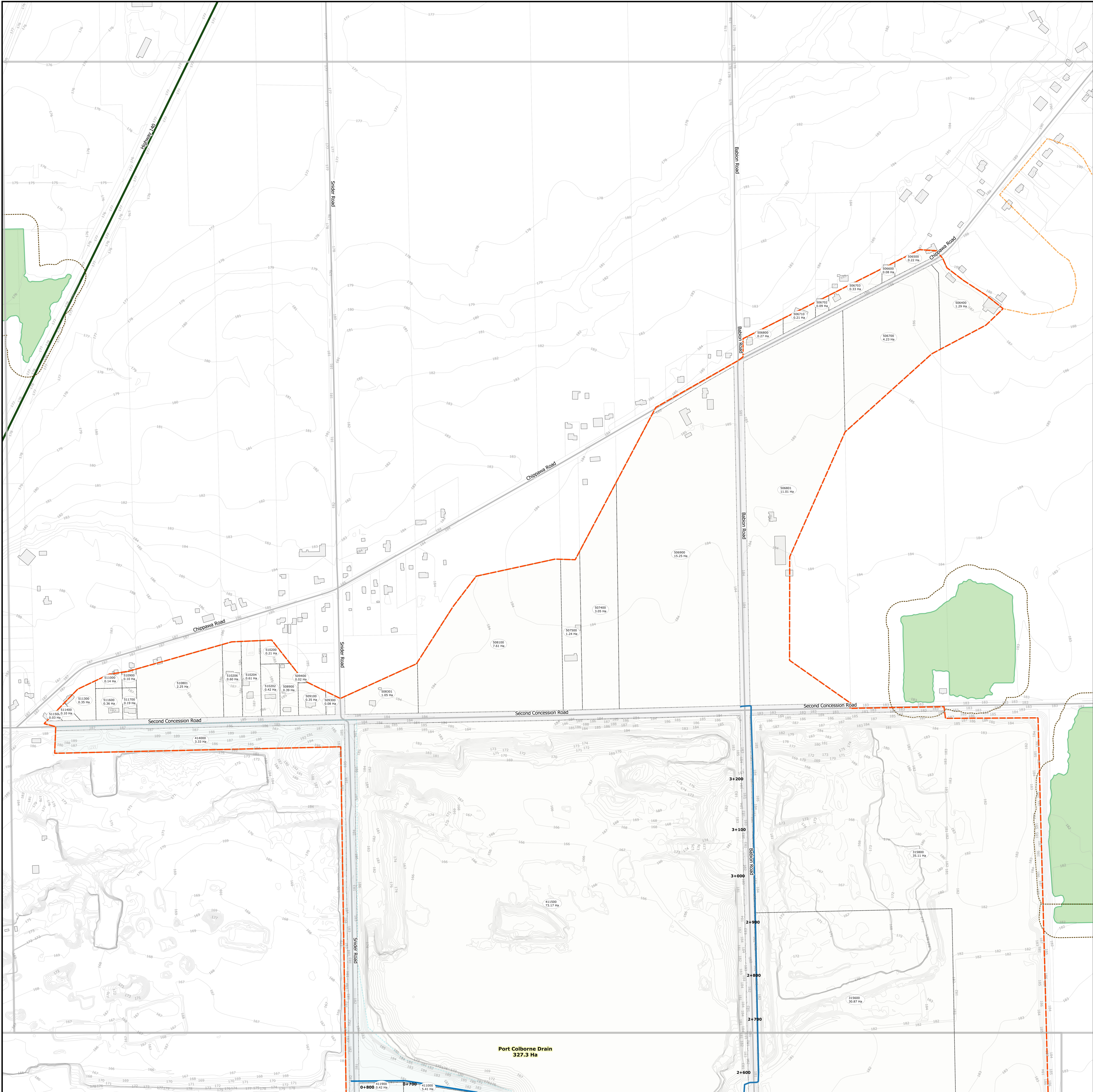
Assessment for the Drain is based on Section 23 with special benefit assessed for new drain crossings (fordings) and for the cost of channel re-alignment.

Damages for construction, Section 30 allowances, are implemented for economic harm for crop damage from construction work impacts for farming properties only. All other construction impacts are to be restored to an equal or better condition.

The proposed new sediment basins are a Section 23 outlet liability benefit along with the overall construction costs and are shared across the watershed on a pro-rated basis.

This report and the proposed improvements are based on instructions from the City of Port Colborne and the local landowners within the Port Colborne Drain catchment. The cost of these improvements are shared across all areas that contribute runoff to the Drain by way of allowances and assessments consistent with the Drainage Act of Ontario.

Appendix A: Plans, Profiles



CofPC-Port Colborne Drain 10-FEB-21

CofPC-Port Colborne Drain 10-FEB-21 entities

CofPC-Port Colborne Drain 10-FEB-21 entities

__01_PC_MainDrain

__dc-chainage for sd ONLY

PC_catch

PC_ROW_rev4

PC_Drain_Xroll_rev4

PC MapBook_index2500

Contours

NPCA_ENV

GR_WetlandAllowance_NPCA

GR_RegulatedWetlands_NPCA

AssessmentParcels

DrainC

Port Colborne Drain

Port Colborne Branch #1

Wignell Drain

Road_Segments

MUN

ON

BuildingFootprints


100 0 100 200 300 400 m

Map Scale 1:2811

1

Port Colborne Drain

Assessed Properties by Drainage Area and ARN

 **EWA Engineering Inc.**
647.400.3924 www.ewasystems.com

Printed on: 2021-04-12

This page is formatted for printing on ANSI E size portrait, 863.6mm x 1117.6mm

Port Colborne Municipal Drain

City of Port Colborne

APRIL 16, 2021

LEGEND

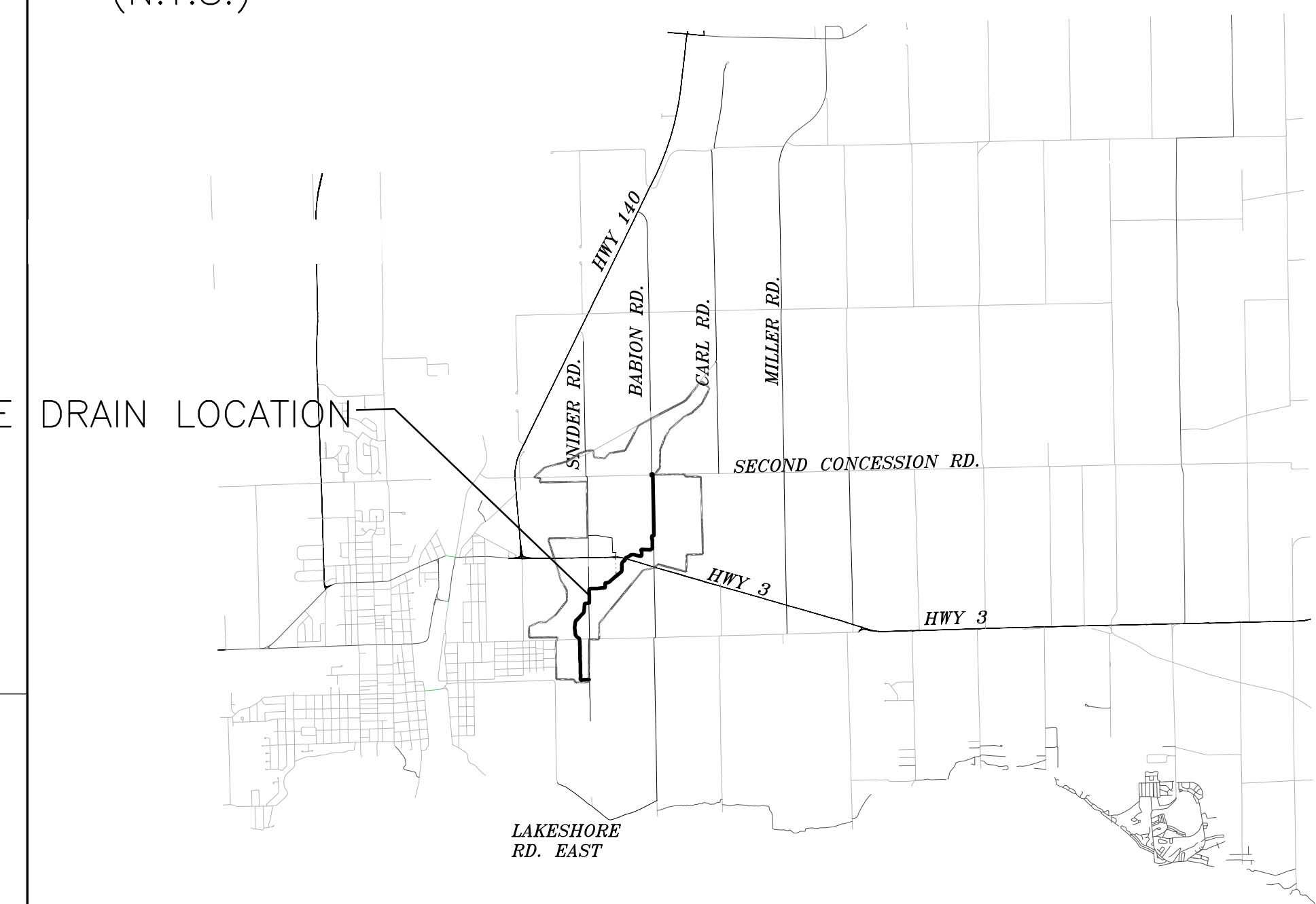
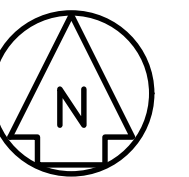
	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA, 2021
	LEFT BANK
	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
	EXISTING DRAIN ELEVATION
	PROPOSED DRAIN CENTERLINE ELEVATION
	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE BVA 1979

DRAWING INDEX

[illegible]

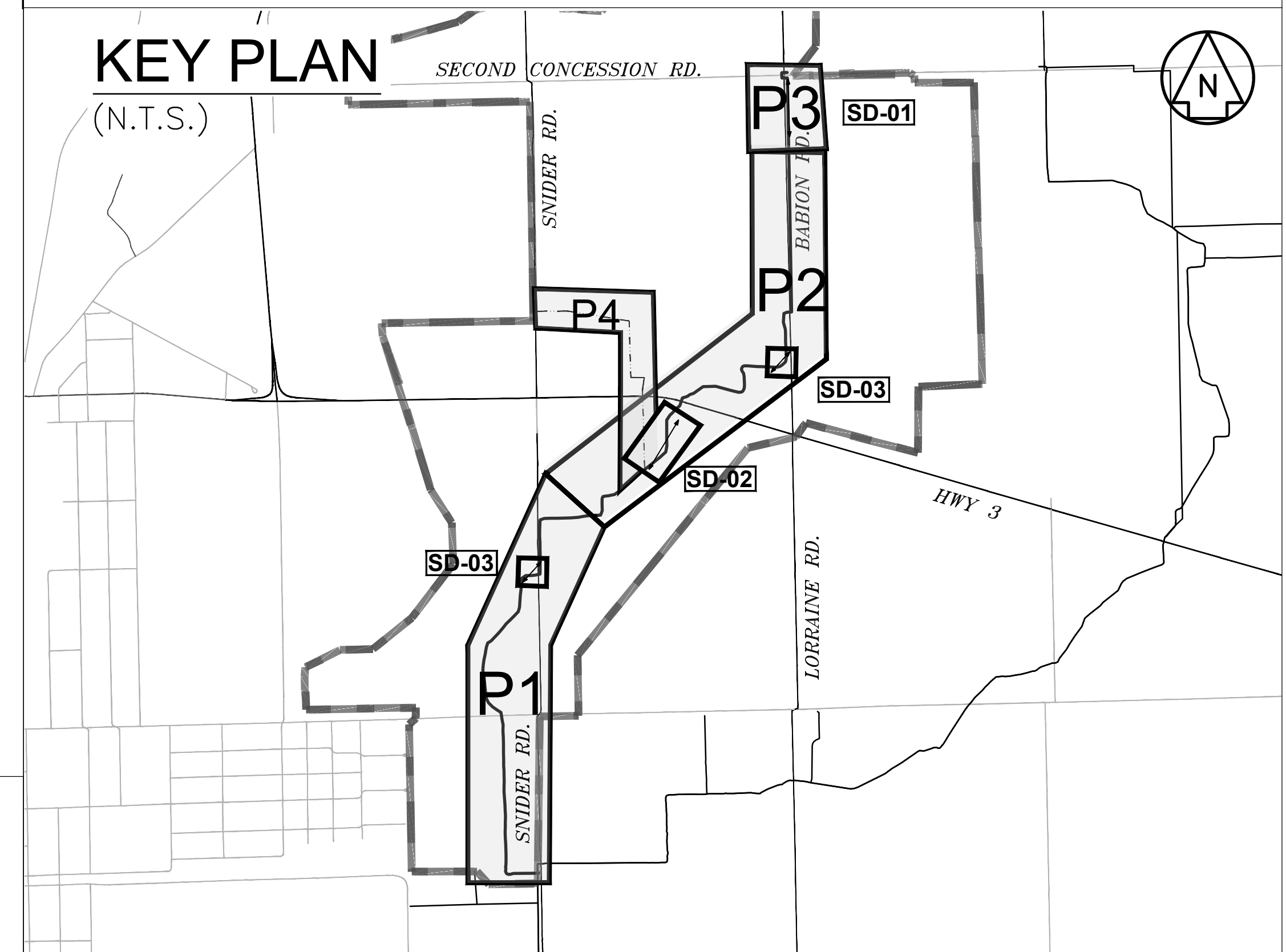
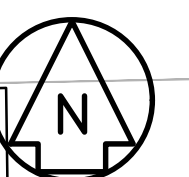
LOCATION PLAN

(N.T.S.)

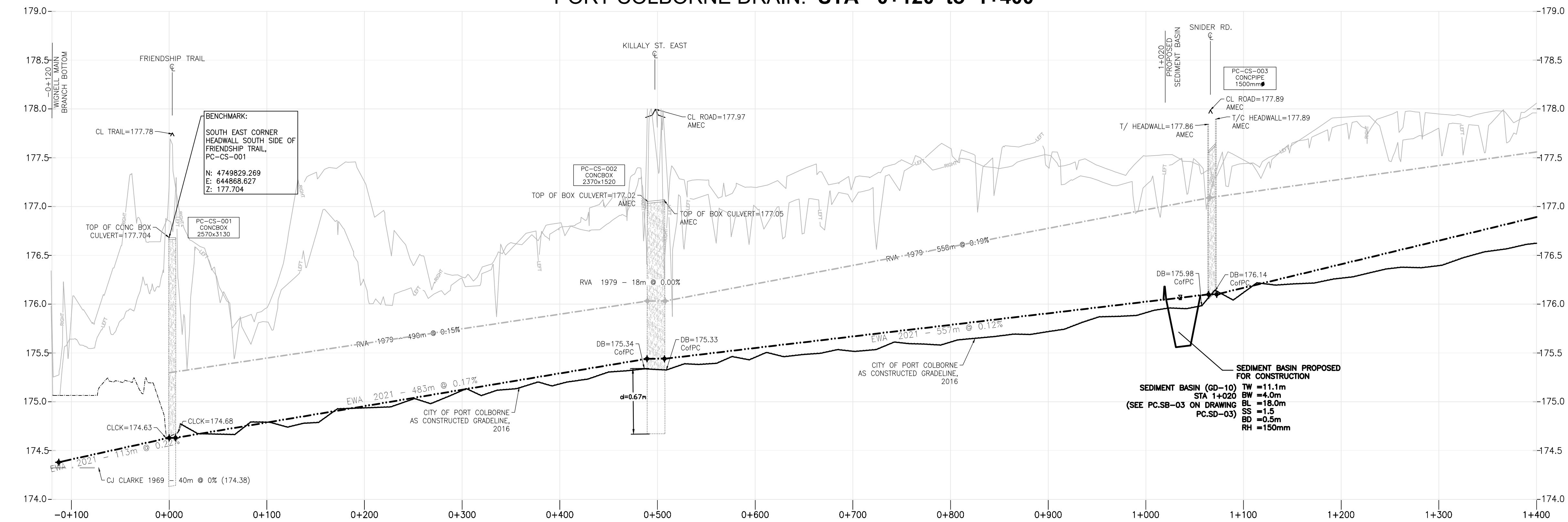


KEY PLAN

/(N.T.S.)



PORT COLBORNE DRAIN: STA -0+120 to 1+400



PROPERTY INFO	CONSTRUCTION NOTES	DESIGN GRADE POINT DATA	DATA NOTES	RAIN CENTERLINE ELEVATION
ROW SNIDER RD. 0+112.7		PR 174.43 EX 174.03 (-0.66 m)	AMEC SURVEY, 2013	
ARN:408700 105.6m		PR 174.63 EX 174.63 (-0.00 m)		
ROW TRAIL 0+007.1		PR 174.79 EX 174.79 (0.00 m)		
ARN:408715 61m		PR 174.95 EX 174.95 (0.02 m)		
		PR 175.12 EX 175.12 (0.01 m)		
		PR 175.29 EX 175.29 (0.11 m)		
		PR 175.44 EX 175.44 (0.11 m)		
		PR 175.55 EX 175.55 (0.05 m)		
		PR 175.67 EX 175.67 (0.15 m)		
		PR 175.79 EX 175.79 (0.18 m)		
		PR 175.91 EX 175.91 (0.19 m)		
		PR 176.02 EX 176.02 (0.11 m)		
		PR 176.17 EX 176.17 (0.05 m)		
		PR 176.31 EX 176.31 (0.14 m)		
		PR 176.45 EX 176.45 (0.26 m)		
		PR 176.59 EX 176.59 (0.26 m)		
		PR 176.73 EX 176.73 (0.27 m)		

NOTES:

- DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED
- CATCHMENT BOUNDARIES ARE BASED ON THE NPCA DIGITAL ELEVATION MODEL (DEM) 2010
- SPECIFIC POINTS IN THE SURFACE ARE BASED ON THE FOLLOWING SURVEYS:
 - DRAIN CROSSINGS & SPOT CHANNELS AMEC SURVEY, 2013
 - AS CONSTRUCTED SURVEY BY CoPC, 2016 STATION 0+000-1+940
 - SUPPLEMENTARY SURVEY BY CoPC, 2018
 - WIEBE ENGINEERING SURVEY, 2008

THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.

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SPATIAL DATA:

- DTM DATA FROM NIAGARA PENINSULA CONSERVATION AUTHORITY
- HORIZONTAL DATUM: UTM NAD83-CSRS ZONE 17N
 - VERTICAL DATUM: CGVD28-1978
 - ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF $\pm 0.5m$

LEGEND

---	EXISTING DITCH BOTTOM (NPCA DEM DATA)
-X-X-	EXISTING DITCH BOTTOM (SURVEYED)
---	HISTORICAL GRADELINE
---	PROPOSED DRAIN GRADELINE-EWA, 2021
---	LEFT BANK
---	RIGHT BANK
---	EXISTING DRAIN SECTION
---	EXISTING STRUCTURE DETAILS
---	ASSUMED EXISTING STRUCTURE DETAILS
---	EXISTING DRAIN ELEVATION
---	PROPOSED DRAIN CENTERLINE ELEVATION
---	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
---	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVA, 1979

2	ISSUED FOR REPORT	APRIL 16, 2021
1	ISSUED FOR BASELINE REPORT	MAY 2019

NO.	REVISION DESCRIPTION	DATE
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PORT COLBORNE MUNICIPAL DRAIN
DRAIN PROFILE
STA 0-120 to 1+400

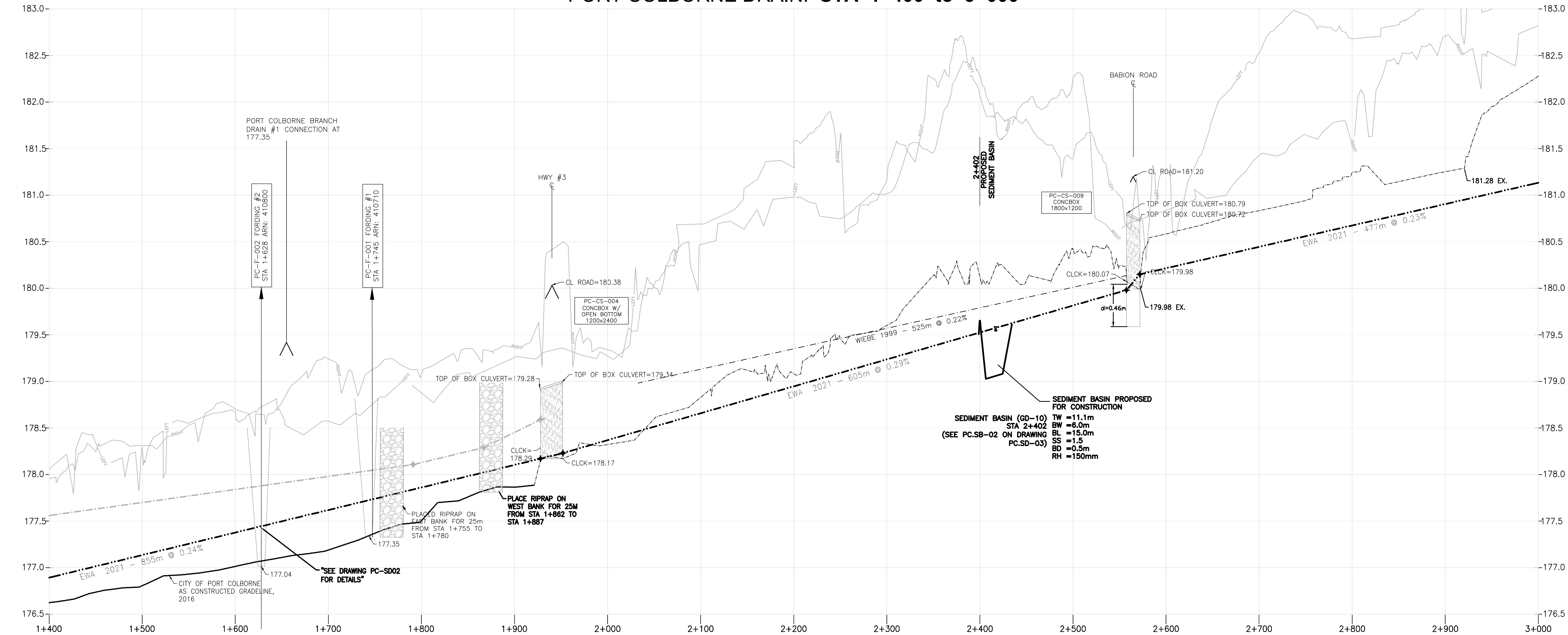


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DRAWN BY : TJF	APPROVED BY : PCM	PROJECT NO. : 189999	DRAWING NO. : PC.P1
DESIGNED BY : PCM	DATE : 16-APRIL-21	SCALE : 1:2500	

PORT COLBORNE DRAIN: STA 1+400 to 3+000



DRAIN SECTION ELEVATION	PR 176.89 EX (0.27 m)	PR 177.13 EX (0.33 m)	PR 177.38 EX (0.36 m)	PR 177.62 EX (0.43 m)	PR 177.86 EX (0.36 m)	PR 178.10 EX (0.24 m)	PR 178.37 EX (0.05 m)	PR 178.66 EX (-0.17 m)	PR 178.95 EX (-0.14 m)	PR 179.24 EX (-0.36 m)	PR 179.52 EX (-0.60 m)	PR 179.81 EX (-0.67 m)	PR 180.21 EX (-0.37 m)	PR 180.44 EX (-0.39 m)	PR 180.67 EX (-0.57 m)	PR 180.90 EX (-0.35 m)	PR 181.13 EX (-1.15 m)
DATA NOTES	AMEC SURVEY, 2013																
PROPERTY LINE	CoPC SURVEY, 2016																
CONSTRUCTION NOTES	EX. CHANNEL: TW=4.2m, BW=0.6m, SS=1.5. STA: 1+627, N=4751332.5, E=645431.6, ELEV=170.34. STA: 1+627, N=4751332.5, E=645431.6, ELEV=170.34. STA: 1+928, N=4751332.5, E=645431.6, ELEV=178.17. STA: 1+952, N=4751355.2, E=645439.1, ELEV=178.23. EX. CHANNEL: TW=4.2m, BW=0.6m, SS=1.5. STA: 2+557, N=4751632.0, E=645777.0, ELEV=179.98. STA: 2+572, N=4751632.9, E=645781.3, ELEV=180.15. PROP. CHANNEL: TW=4.2m, BW=0.6m, SS=1.5. CLEAR & RE-GRADE CHANNEL (COMPLETED BY CoPC, 2016) EAST SIDE WORKZONE. CLEAR & RE-GRADE CHANNEL (COMPLETED BY CoPC, 2016) EAST SIDE WORKZONE. RE-ALIGNMENT IN 1999 - CONFIRM GRADE LINE NORTH AND WEST SIDE WORK ZONE. CLEAR & RE-GRADE TO DESIGN GRADELINE, NORTH & WEST SIDE WORK ZONE. CLEAR & RE-GRADE TO DESIGN GRADELINE, EAST SIDE WORKZONE.																
PROPERTY LINE	ARN:410900 151.6m, ARN:410800 129.1m, ARN:410710 100.8m, ARN:410000 166.5m, ARN:411500 597m, ROW BABION RD. 20m, ROW BABION RD. 348.6m, ROW BABION RD. 133.7m.																

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 - HORIZONTAL DATUM: UTM NAD83-CSR5 ZONE 17N
 - VERTICAL DATUM: CGVD28-1978
 - ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF ±0.5m

LEGEND	
	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA, 2021
	LEFT BANK
	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
	EXISTING DRAIN ELEVATION
	PROPOSED DRAIN CENTERLINE ELEVATION
	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE R/R, 1979

NO.	REVISION DESCRIPTION	DATE
2	ISSUED FOR REPORT	APRIL 16, 2021
1	ISSUED FOR BASELINE REPORT	MAY 2019

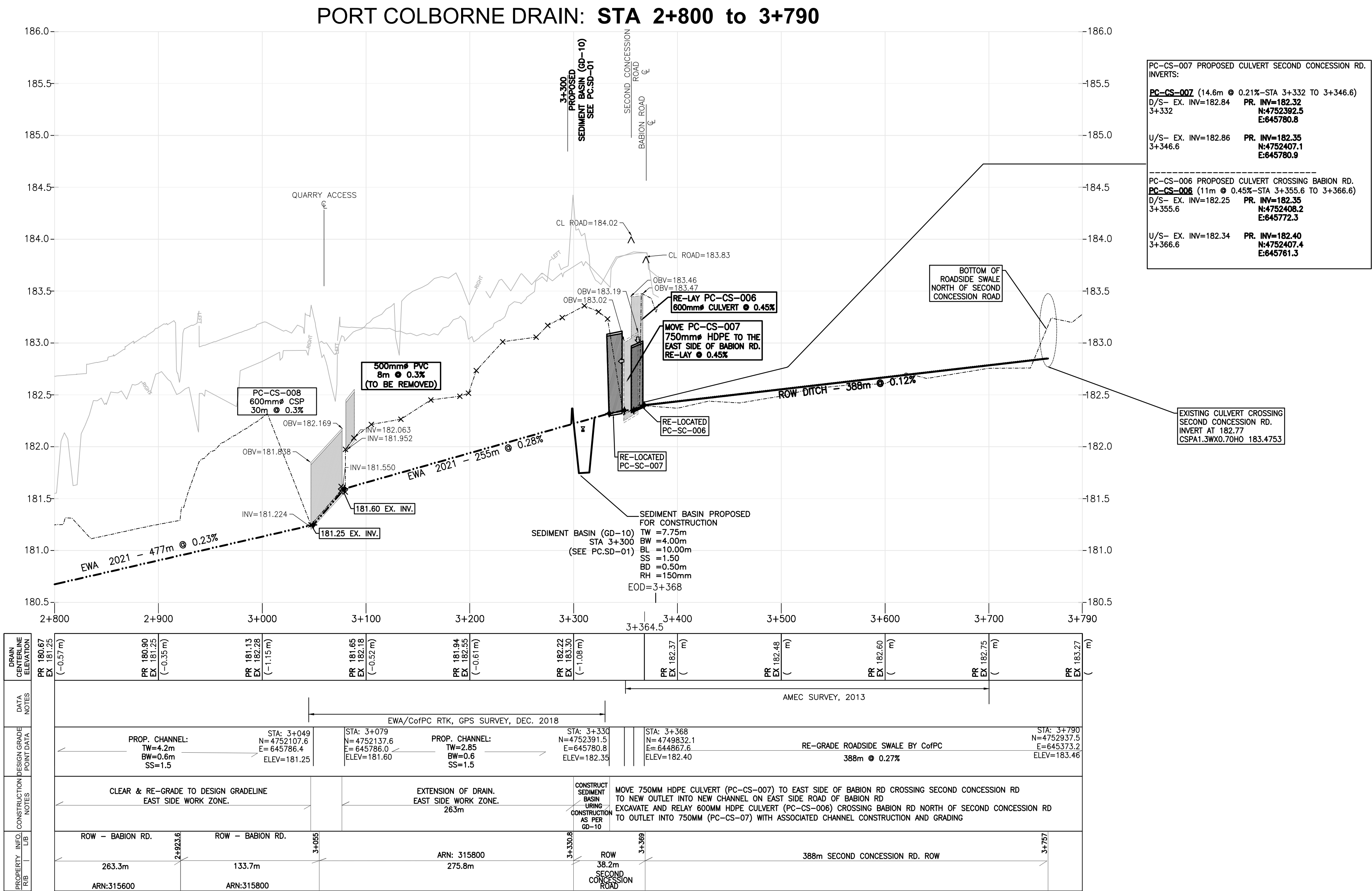
PORT COLBORNE MUNICIPAL DRAIN
DRAIN PROFILE
STA 1+400 to 3+000



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DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	189999	PC.P2
DESIGNED BY :	DATE :	SCALE :	
PCM	16-APRIL-21	1:2500	



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- ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF ±0.5m

LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA, 2021
	LEFT BANK
	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
	EXISTING DRAIN ELEVATION
	PROPOSED DRAIN CENTERLINE ELEVATION
	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE

2	ISSUED FOR REPORT	APRIL 16, 2021
1	ISSUED FOR BASELINE REPORT	MAY 2019
NO.	REVISION DESCRIPTION	DATE

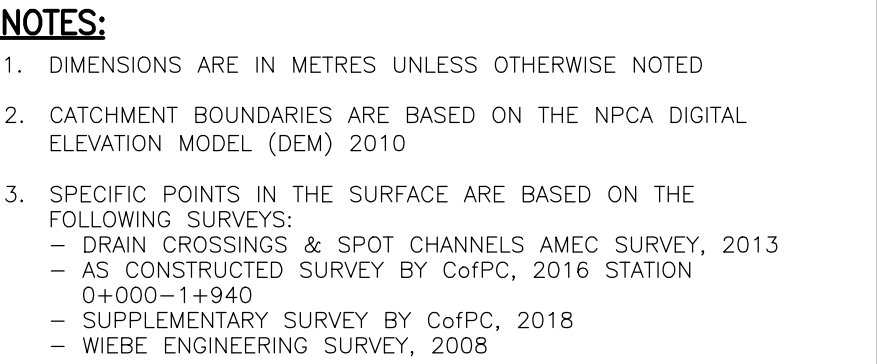
PORT COLBORNE MUNICIPAL DRAIN
DRAIN PROFILE
STA 2+800 to 3+790



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AN EXPORT OF DESIGN POINTS IN NORTHING, EASTING AND ELEVATIONS IS AVAILABLE ON REQUEST.



DRAWN BY : TJF	APPROVED BY : PCM	PROJECT NO. : 189999	DRAWING NO. : PC.P3
DESIGNED BY : PCM	DATE : 16-APRIL-21	SCALE : 1:2500	



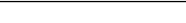
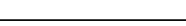
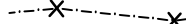
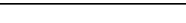



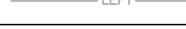

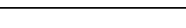


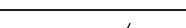
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 - VERTICAL DATUM: CGVD28-1978
 - ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF $\pm 0.5\text{m}$

LEGEND

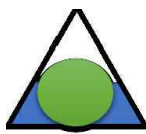
	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA, 2021
	LEFT BANK
	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
	EXISTING DRAIN ELEVATION
	PROPOSED DRAIN CENTERLINE ELEVATION
	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING GRADELINE)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE 1974

2	ISSUED FOR REPORT	APRIL 16, 2021
1	ISSUED FOR BASELINE REPORT	MAY 2019
NO.	REVISION DESCRIPTION	DATE

PORT COLBORNE BRANCH DRAIN #1 PROFILE STA 0+000 to 0+824

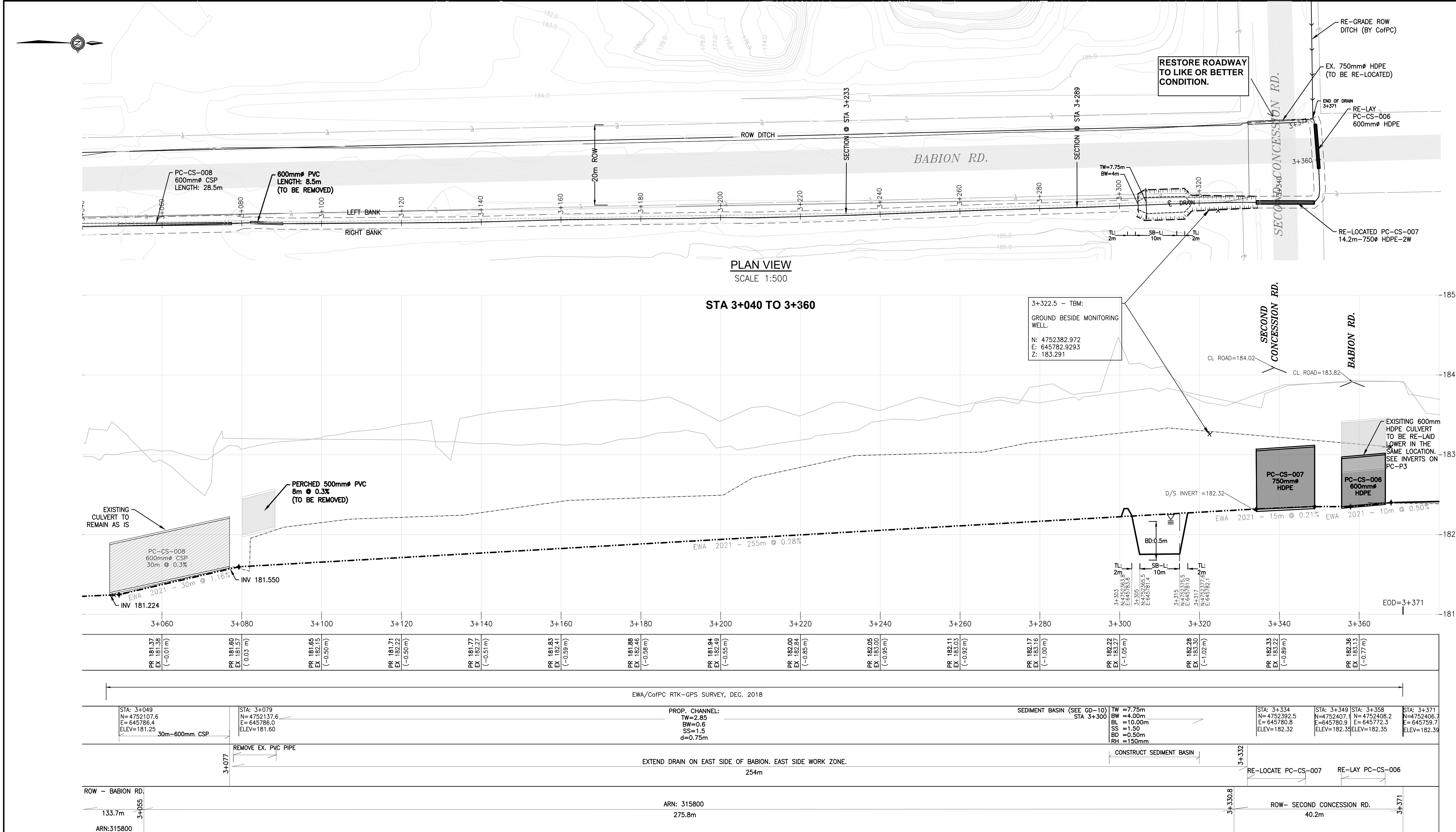


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EWA Engineering Inc.
647.400.2824 www.ewaeng.com

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DESIGNED BY : PCM	DATE : 16-APRIL-21	SCALE : 1:2500	



- NOTES:**
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 - SUPPLEMENTARY SURVEY BY CoPC, 2018
 - WEBB ENGINEERING SURVEY, 2008
 - WETLAND SURVEY BY CoPC RTK GPS, 2020
 - FORDING SURVEY BY CoPC RTK GPS, 2020
 - BRANCH #1 OUTLET SURVEY BY CoPC RTK GPS, 2020

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SPATIAL DATA:

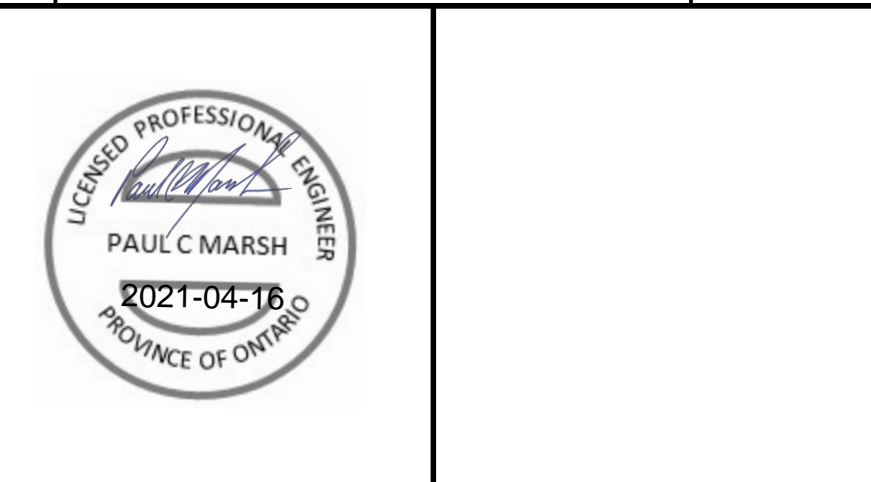
DTM DATA FROM NIAGARA PENINSULA CONSERVATION AUTHORITY

- HORIZONTAL DATUM: UTM NAD83-CSRS ZONE 17N
- VERTICAL DATUM: CGVD28-1978
- ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF ± 0.5 m

LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA, 2021
	LEFT BANK
	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
	EXISTING DRAIN ELEVATION
	PROPOSED DRAIN CENTERLINE ELEVATION
	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE RIA, 1979

2	ISSUED FOR REPORT	APRIL 16, 2021
1	ISSUED FOR BASELINE REPORT	MAY 2019
NO.	REVISION DESCRIPTION	DATE

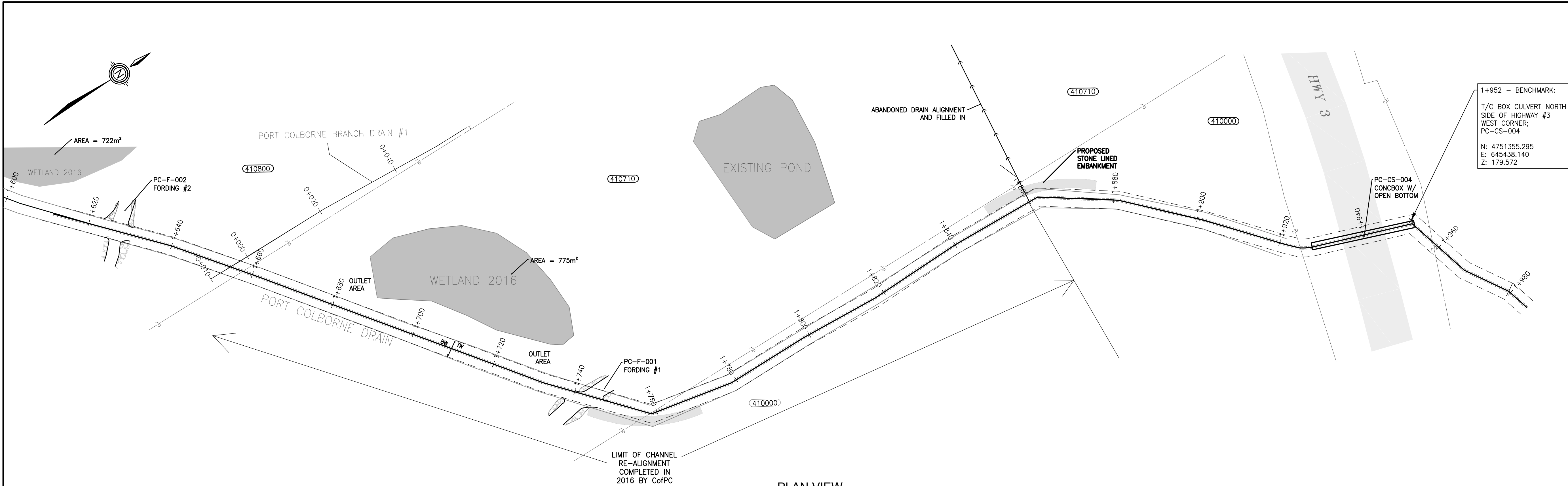


**PORT COLBORNE MUNICIPAL DRAIN
PLAN & PROFILE - SPECIFIC DETAIL**
STA 3+040 to 3+371 END OF DRAIN

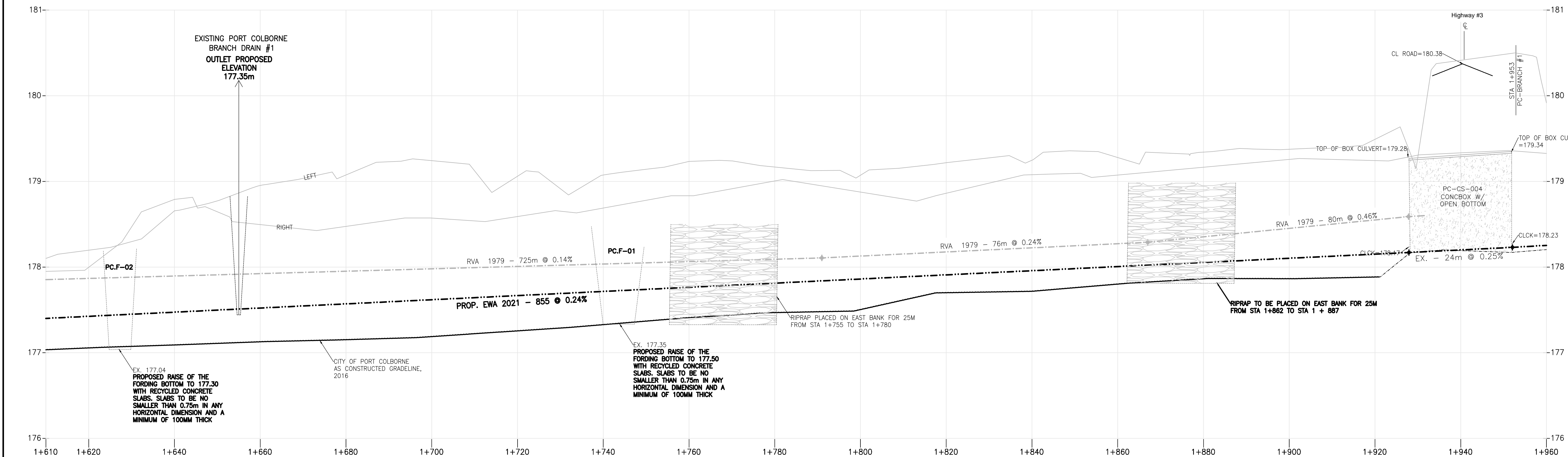
THIS DRAWING IS PREPARED FOR PRINTING ON 610mm x 914mm PAPER FOR 1:2500 SCALE.
AN EXPORT OF DESIGN POINTS IN NORTHING, EASTING AND ELEVATIONS IS AVAILABLE ON REQUEST.



DRAWN BY : TJF	APPROVED BY : PCM	PROJECT NO. : 189999	DRAWING NO. : PC.SD-01
DESIGNED BY : PCM	DATE : 16-APRIL-21	SCALE : 1:2500	



PLAN VIEW
SCALE 1:500



PROFILE VIEW
SCALE H=1:500, V=1:25

- NOTES:**
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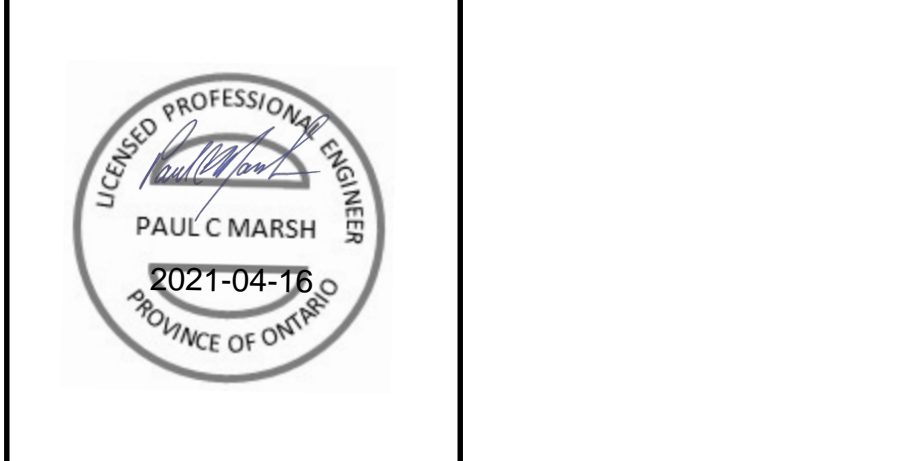
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 - ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF ±0.5m

LEGEND

---	EXISTING DITCH BOTTOM (NPCA DEM DATA)
---	EXISTING DITCH BOTTOM (SURVEYED)
---	HISTORICAL GRADELINE
---	PROPOSED DRAIN GRADELINE-EWA, 2021
---	LEFT BANK
---	RIGHT BANK
---	EXISTING DRAIN SECTION
---	EXISTING STRUCTURE DETAILS
---	ASSUMED EXISTING STRUCTURE DETAILS
---	EXISTING DRAIN ELEVATION
---	PROPOSED DRAIN CENTERLINE ELEVATION
---	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
---	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVA, 1979

2	ISSUED FOR REPORT	APRIL 16, 2021
1	ISSUED FOR BASELINE REPORT	MAY 2019
NO.	REVISION DESCRIPTION	DATE



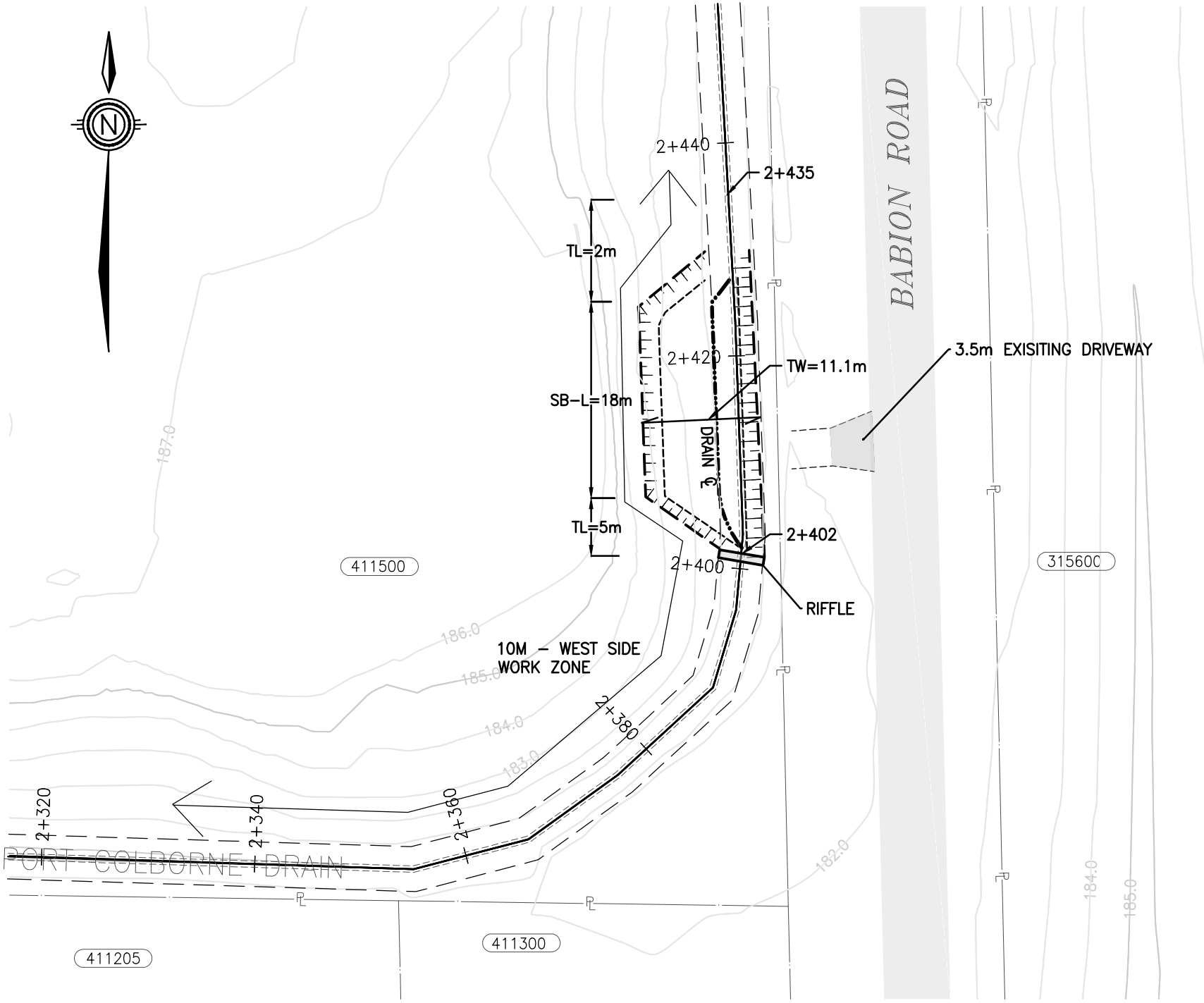
**PORT COLBORNE MUNICIPAL DRAIN
PLAN & PROFILE – SPECIFIC DETAIL**
STA 1+640 to 1+960

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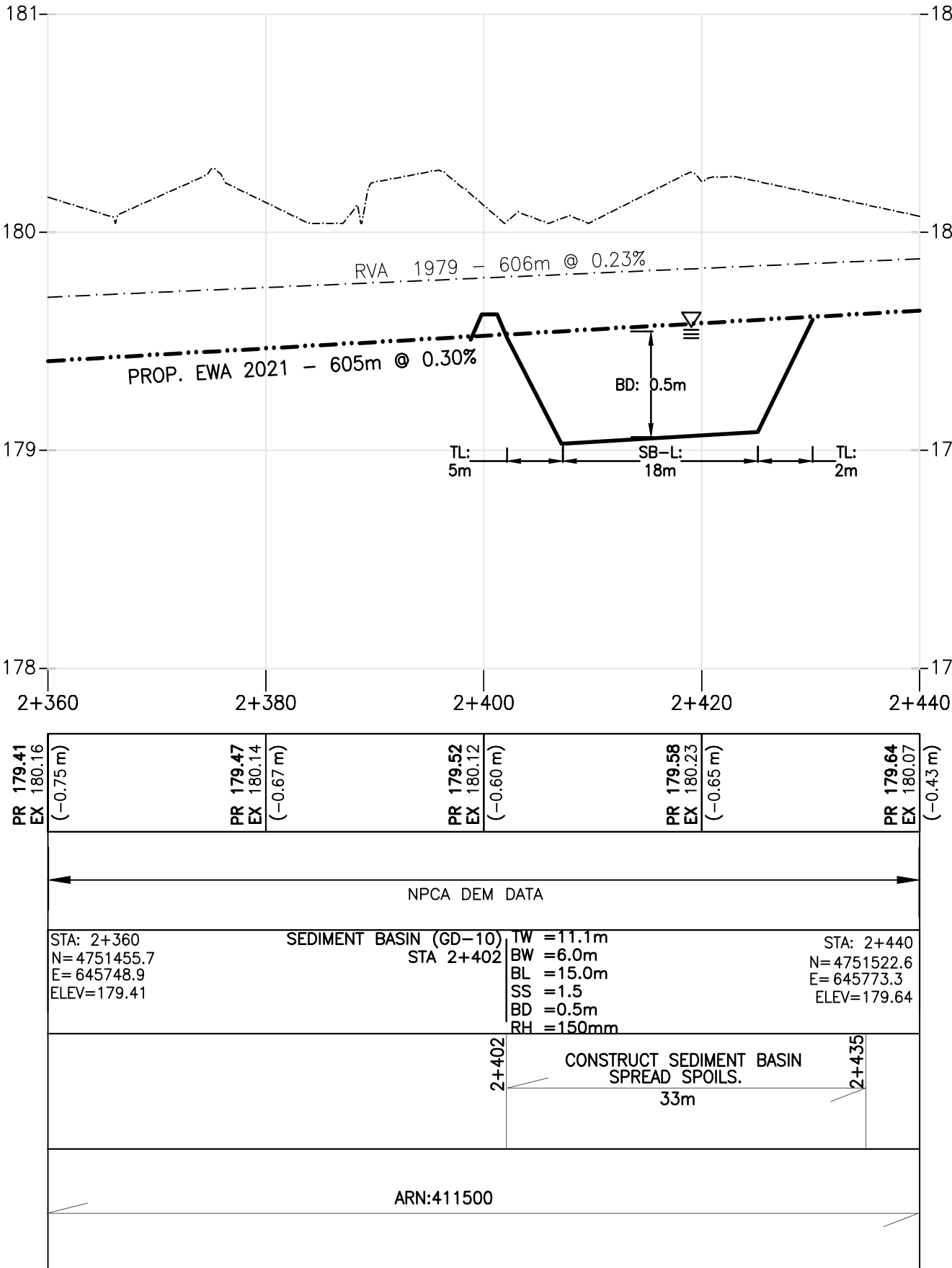


DRAWN BY : TJF	APPROVED BY : PCM	PROJECT NO. : 189999	DRAWING NO. : PC.SD-02
DESIGNED BY : PCM	DATE : 16-APRIL-21	SCALE :	

PC.SB-02

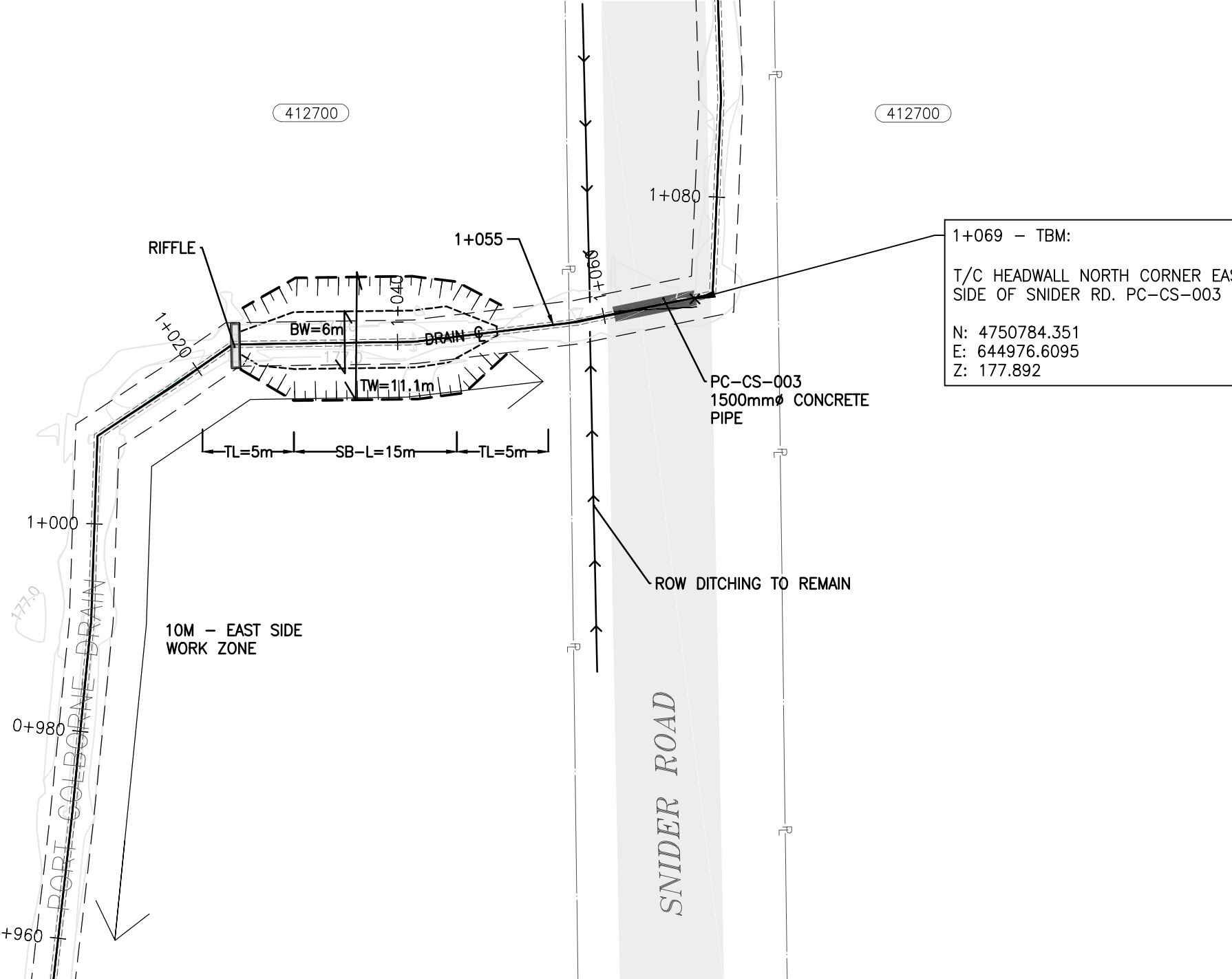


PLAN VIEW
SCALE 1:500

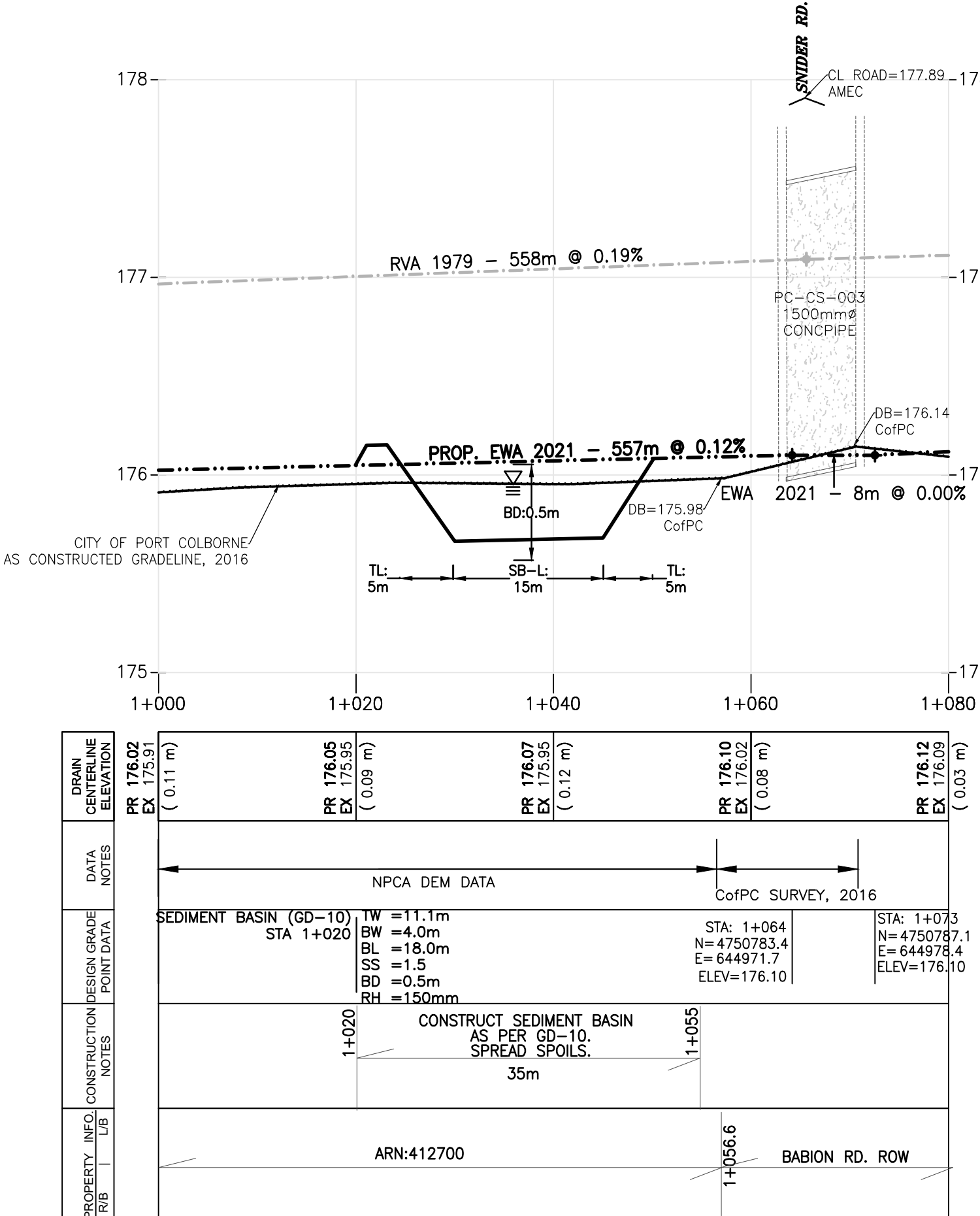


PROFILE VIEW
SCALE H=1:500, V=1:25

PC.SB-03



PLAN VIEW
SCALE 1:500



PROFILE VIEW
SCALE H=1:500, V=1:2

- NOTES:**
1. DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED
 2. CATCHMENT BOUNDARIES ARE BASED ON THE NPCA DIGITAL ELEVATION MODEL (DEM) 2010
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 - VERTICAL DATUM: CGVD28-1978
 - ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONS
ACCURACIES OF $\pm 0.5\text{m}$

LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-ENR, 2021
	LEFT BANK
	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
	EXISTING DRAIN ELEVATION
	PROPOSED DRAIN CENTERLINE ELEVATION
	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE

2	ISSUED FOR REPORT	APRIL 16, 202
1	ISSUED FOR BASELINE REPORT	MAY 2019
NO.	REVISION DESCRIPTION	DATE

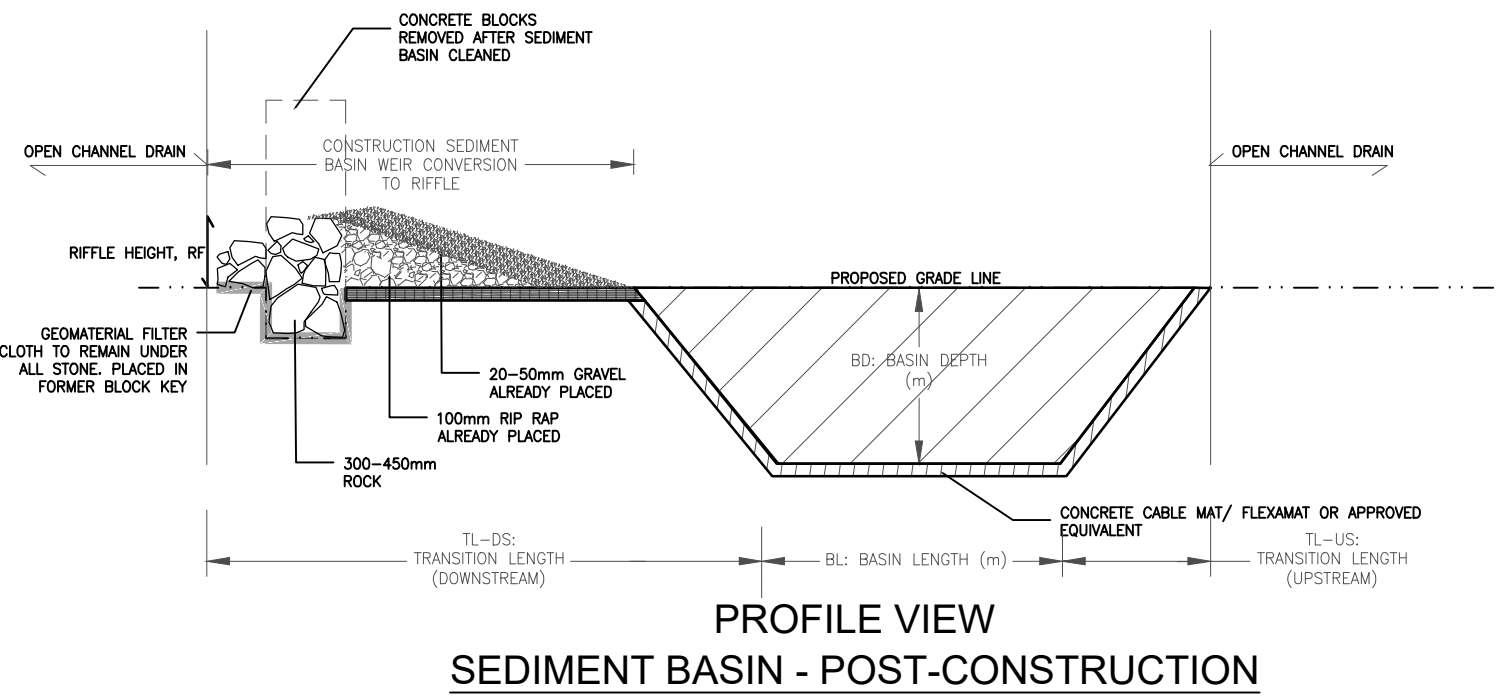
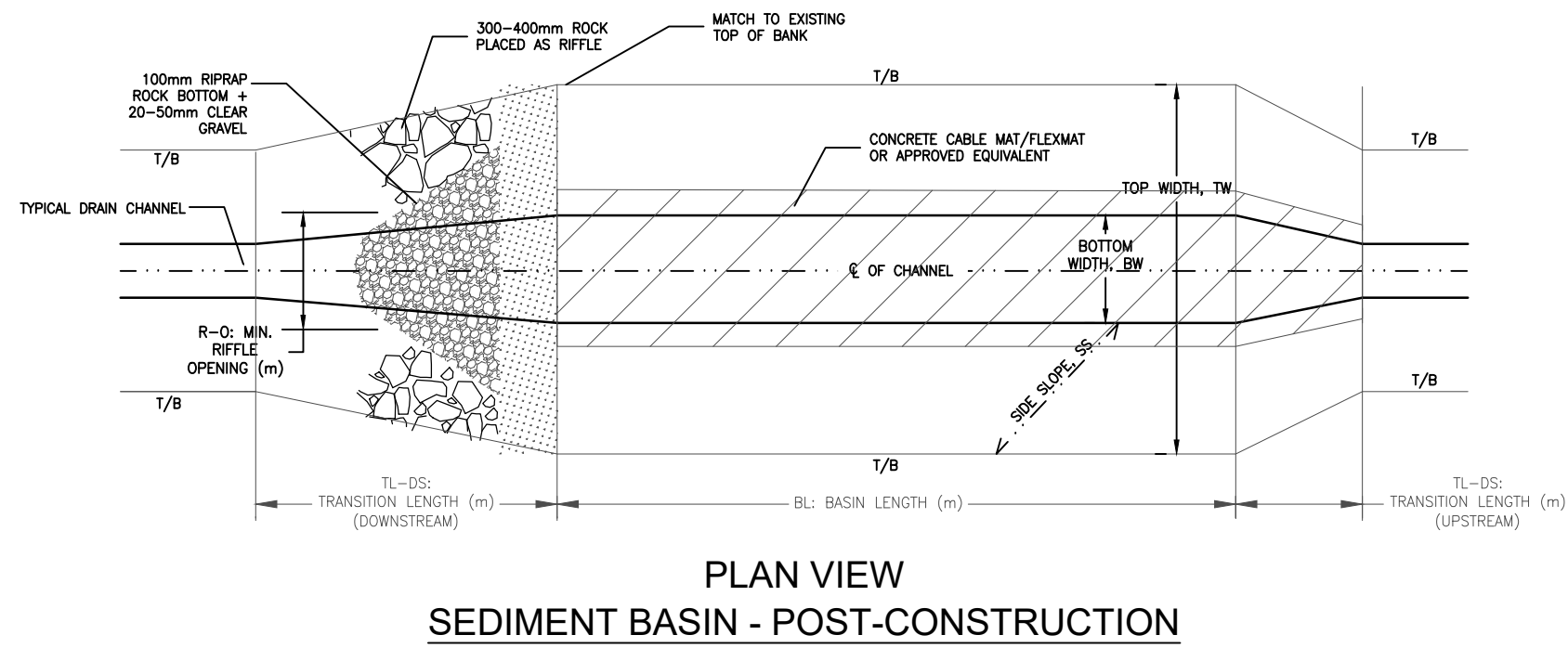
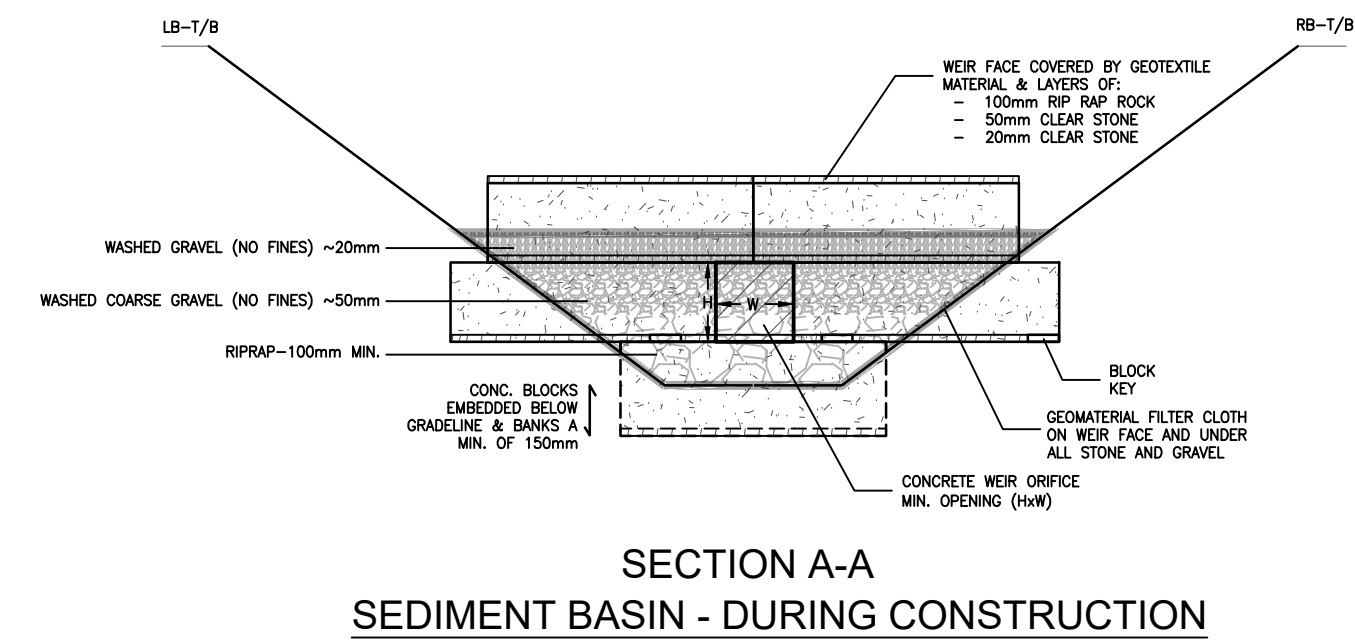
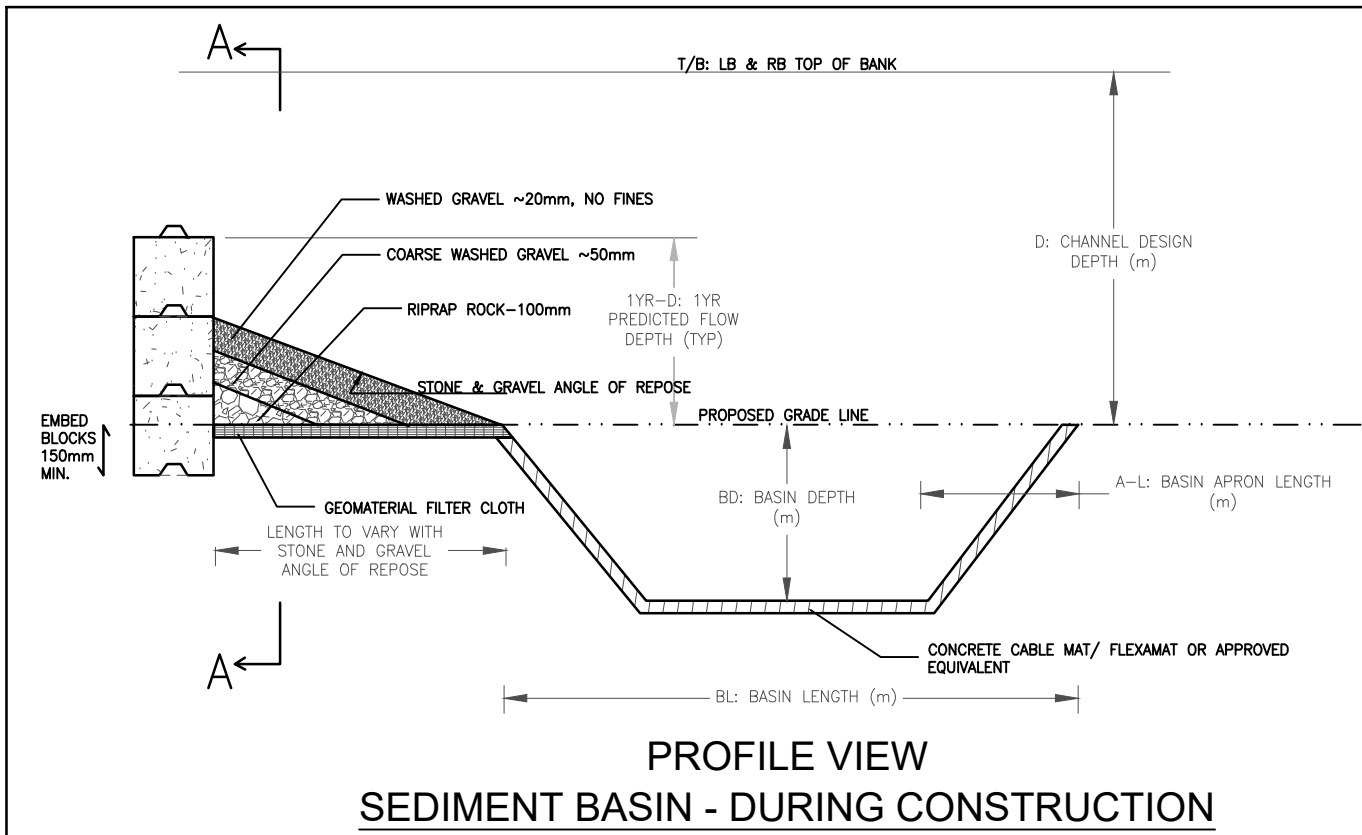
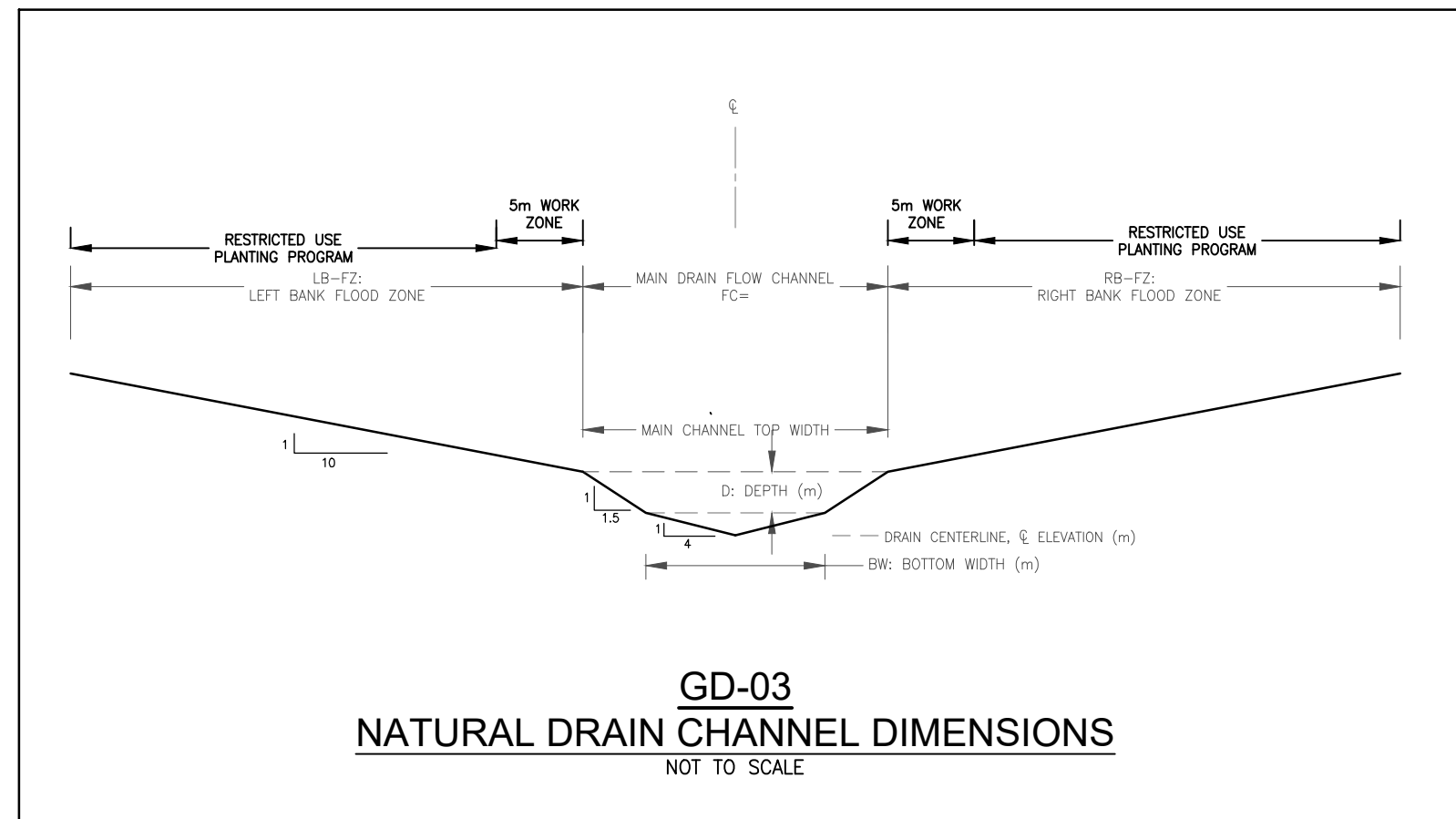
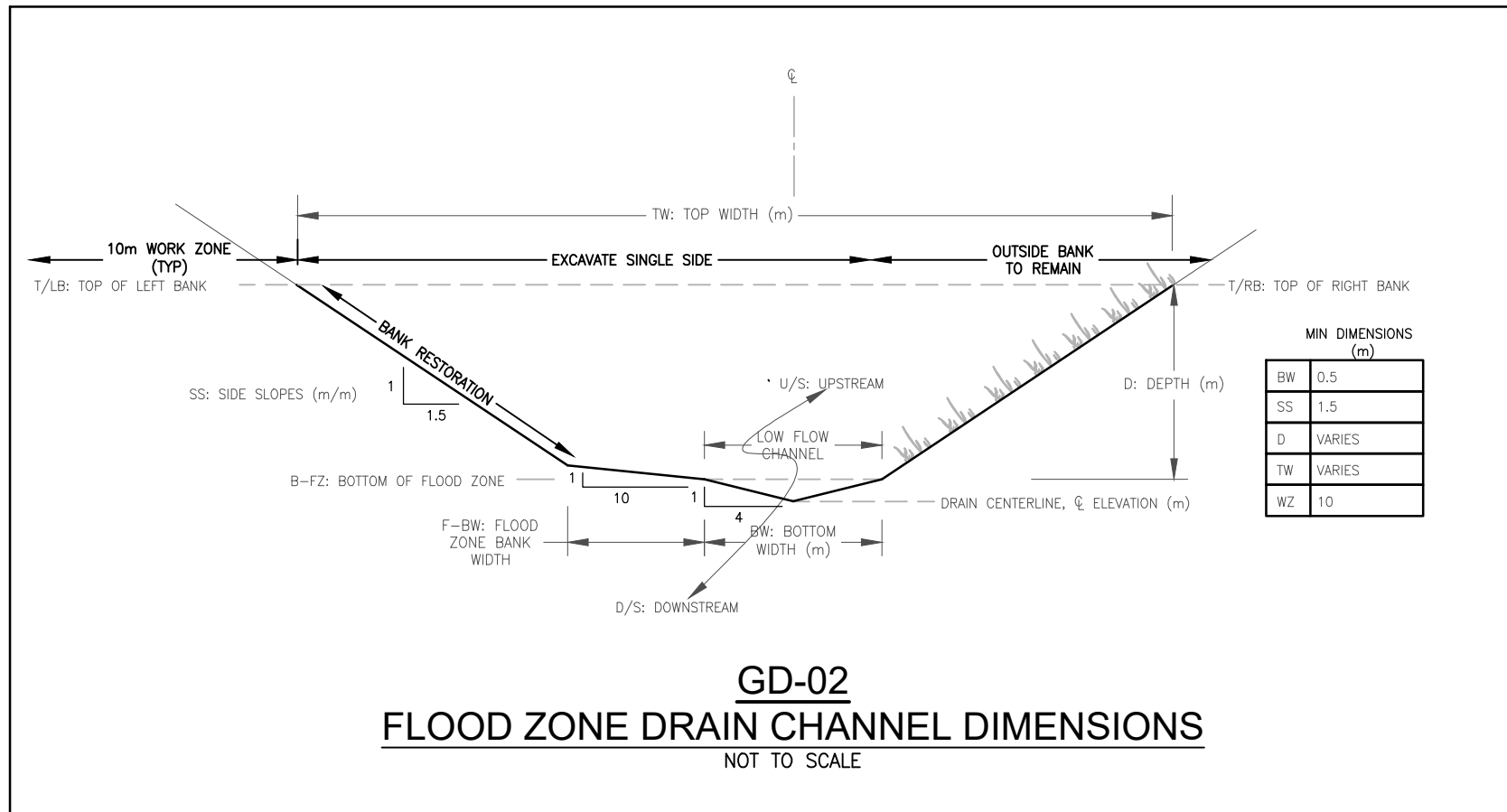
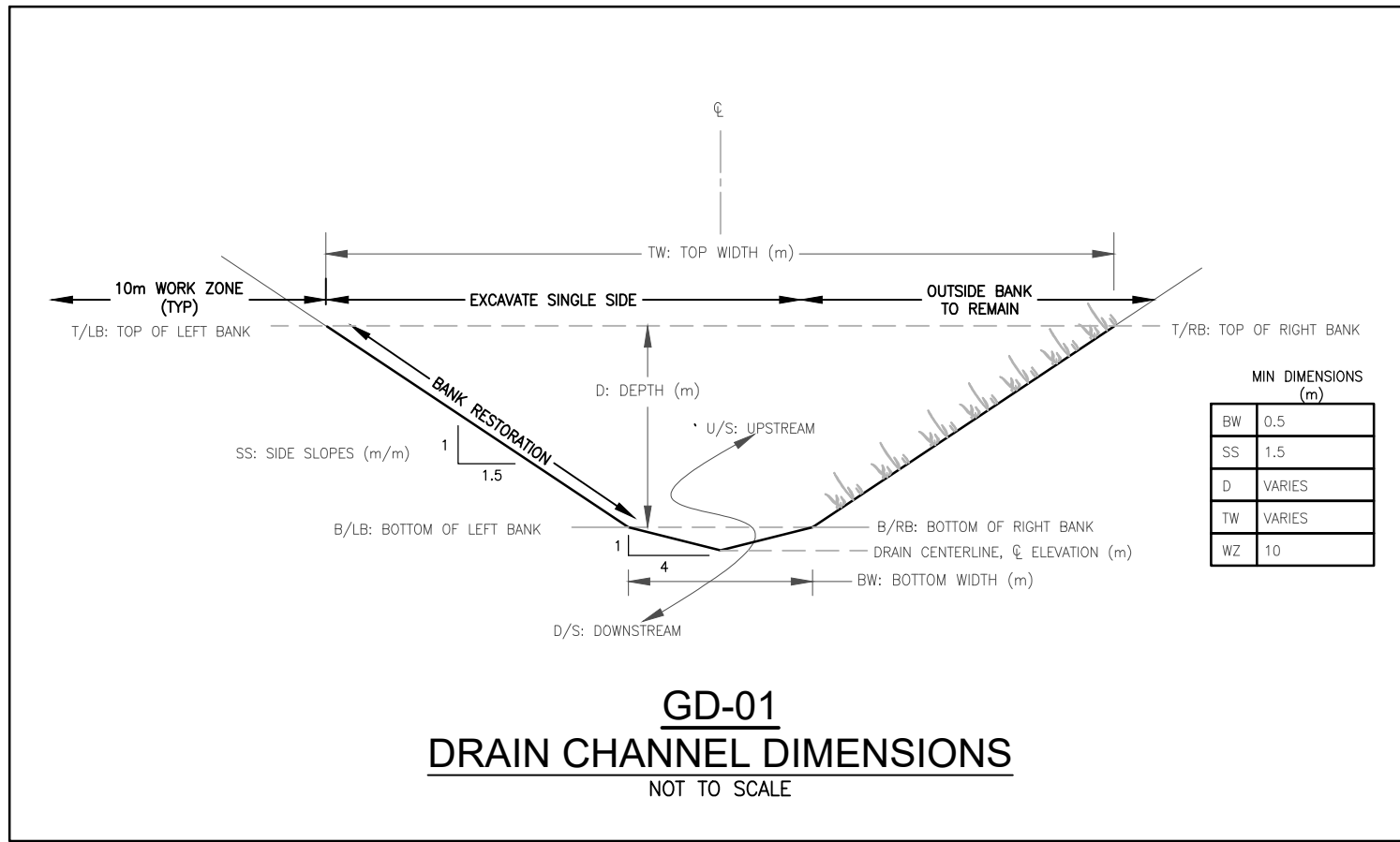


PORT COLBORNE MUNICIPAL DRAIN
SEDIMENT BASINS – SPECIFIC DETAIL
PC.SB-02 & PC.SB-03

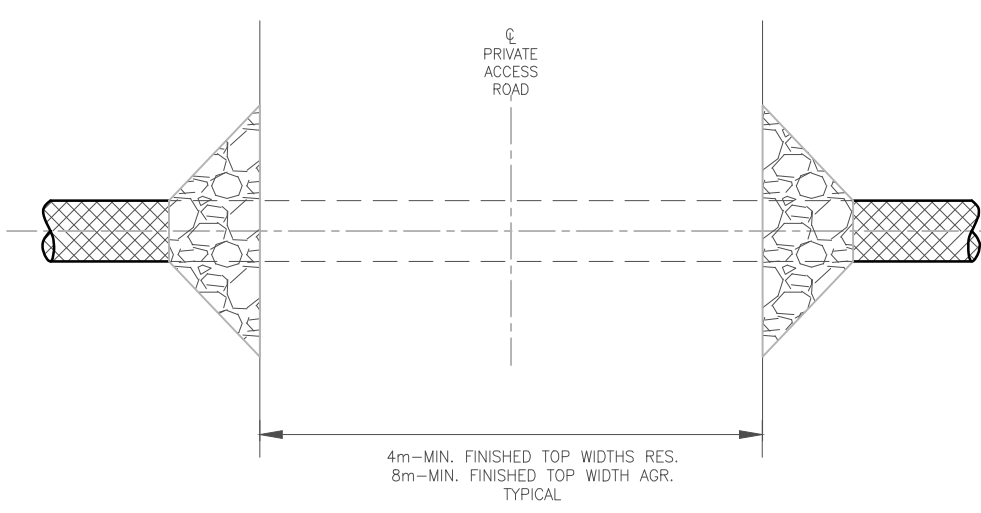
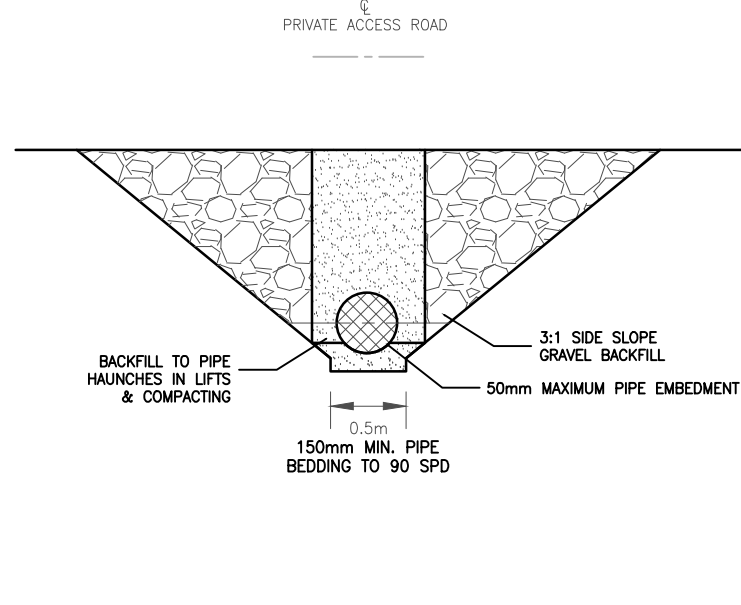
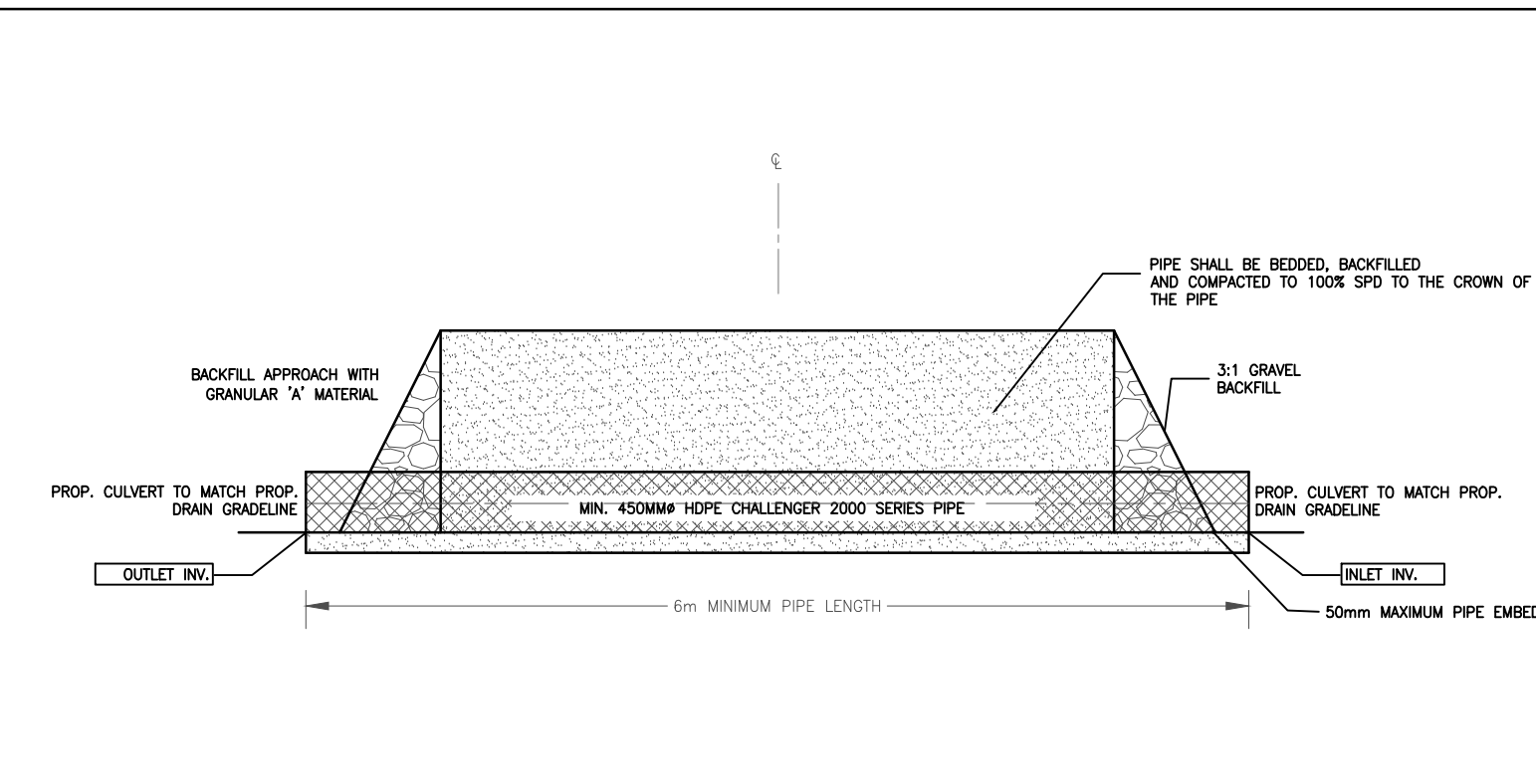
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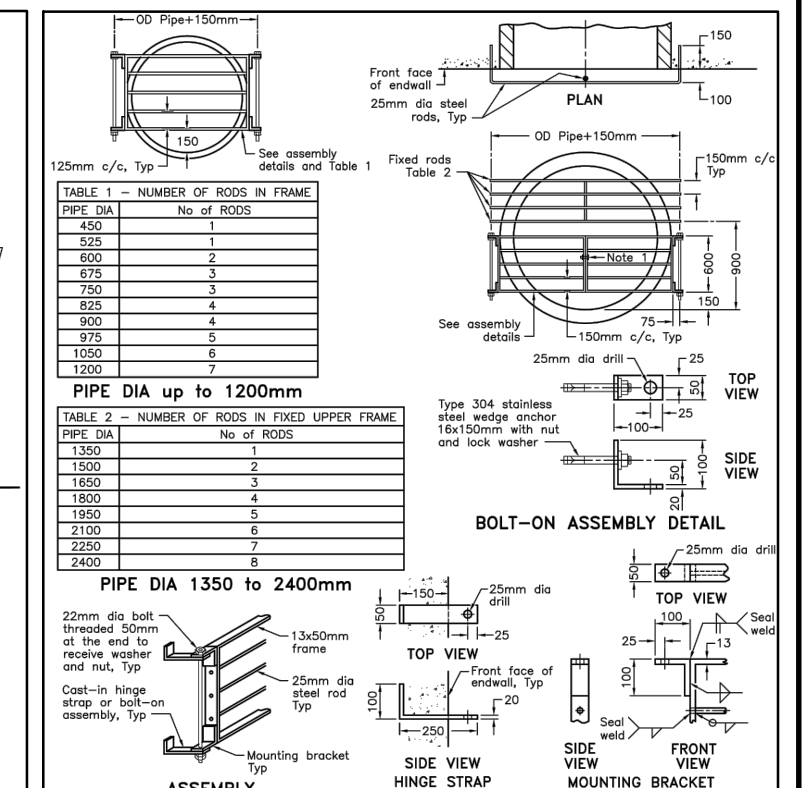
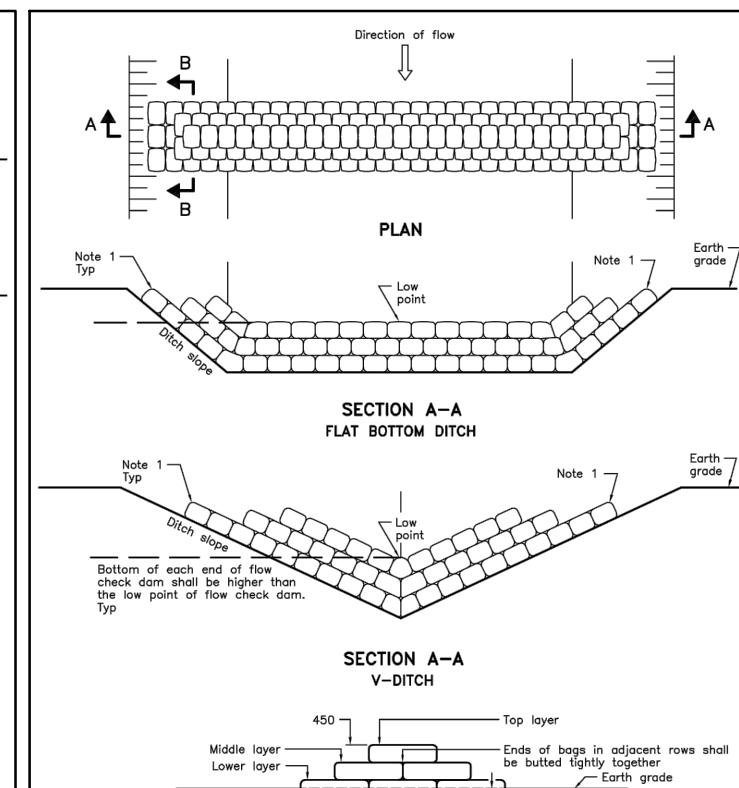
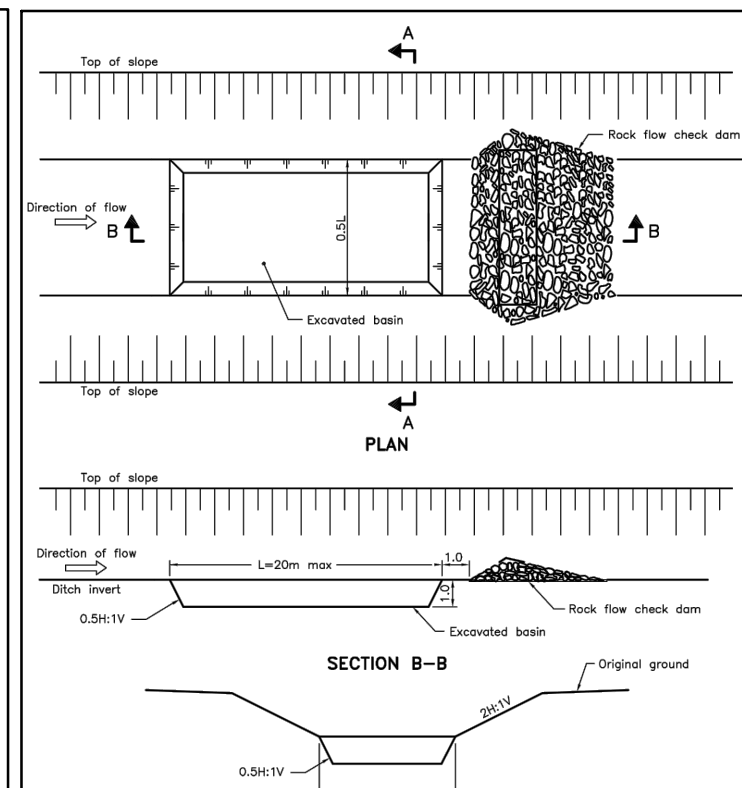
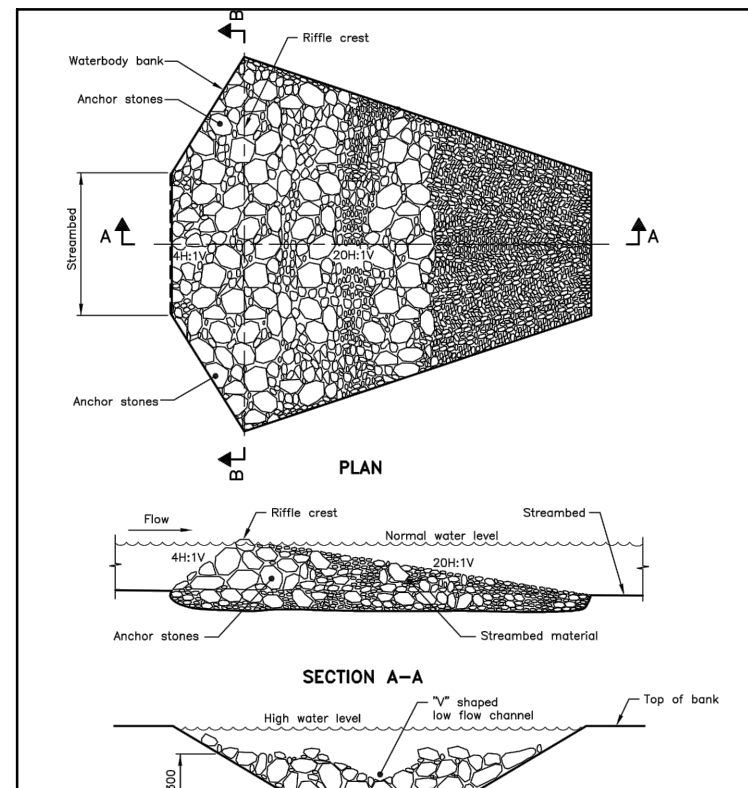
DRAWN BY : TJF	APPROVED BY : PCM	PROJECT NO. : 189999	DRAWING NO. : PC.SD-03
DESIGNED BY : PCM	DATE : 16-APRIL-21	SCALE :	



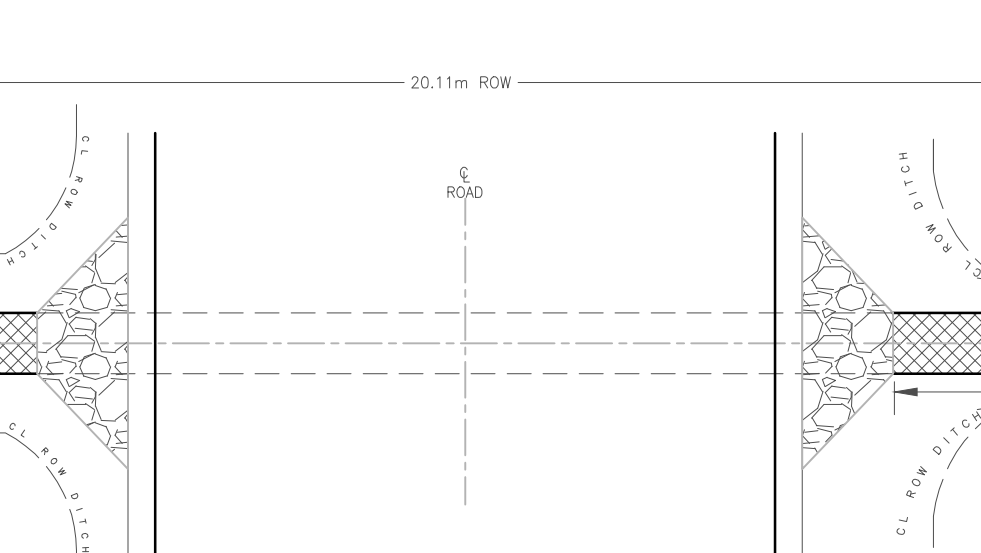
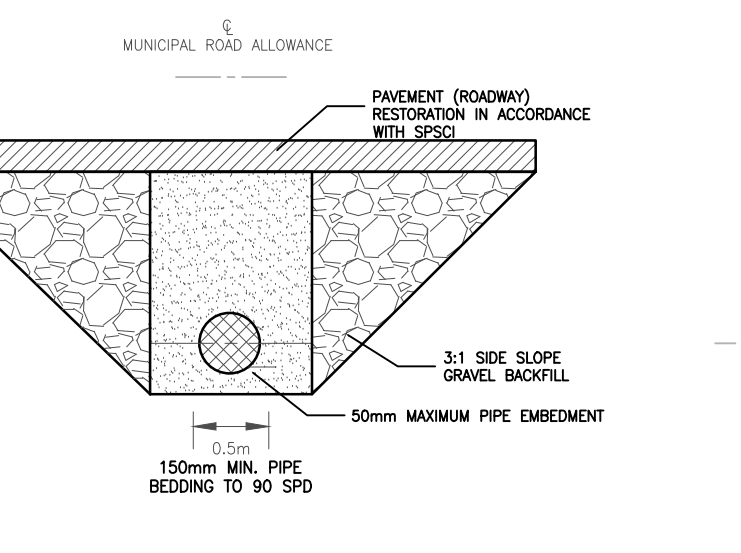
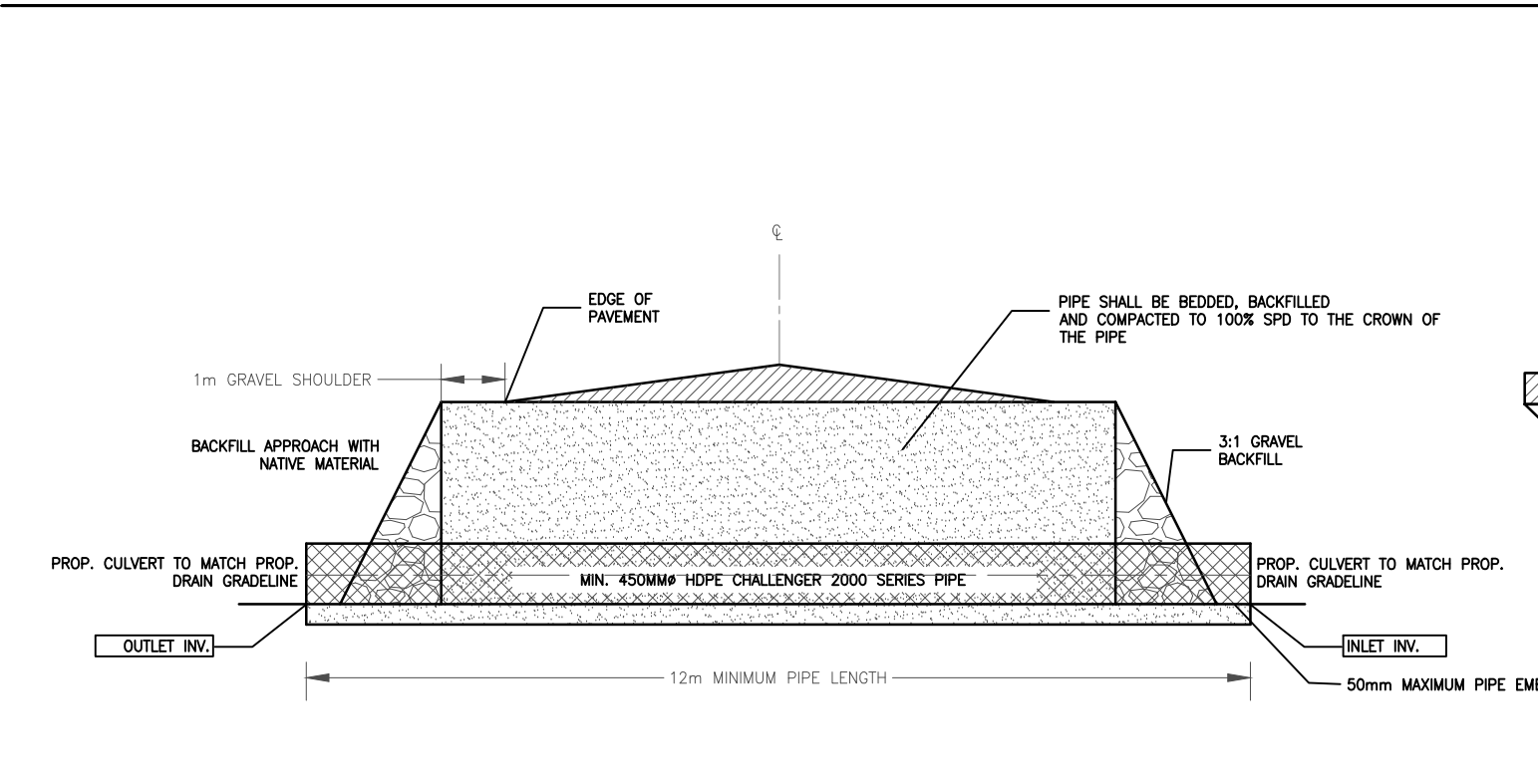
GD-10
SEDIMENT BASIN
NOT TO SCALE



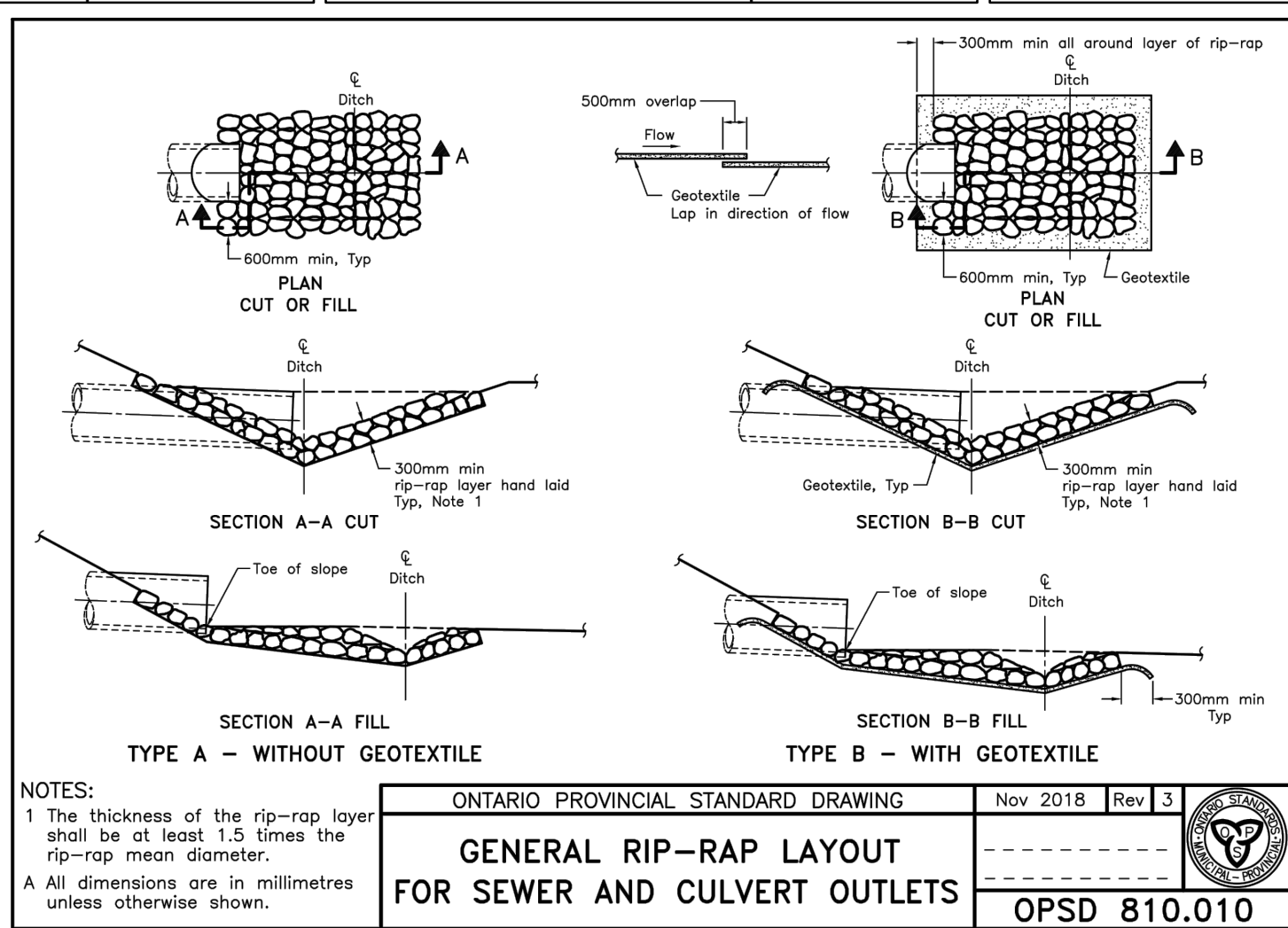
GD-05
TYPICAL PRIVATE ACCESS ROAD CIRCULAR CULVERT INSTALLATION
NOT TO SCALE



ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2014	Rev 0	OPSD 222.050
ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2015	Rev 2	OPSD 219.220
ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2015	Rev 2	OPSD 219.200
ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2018	Rev 2	OPSD 804.050



GD-06
TYPICAL MUNICIPAL ROW CULVERT INSTALLATION
NOT TO SCALE



PORT COLBORNE MUNICIPAL DRAIN GENERAL DETAILS

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DRAWN BY: TJF
DESIGNED BY: PCM

APPROVED BY: PCM
DATE: 16-APRIL-21

PROJECT NO.: -
SCALE: N/A

DRAWING NO.: PC.GD

CITY OF PORT COLBORNE DRAINAGE CONTACTS:

APPOINTED DRAINAGE ENGINEER:
MR. PAUL C. MARSH, P.ENG.
EWA ENGINEERING INC.
84 MAIN STREET, UNIONVILLE, ON L3R 2E7
PCMARSH@EWAENG.COM
647.400.2824

DRAINAGE SUPERINTENDENT:
ALANA VANDER VEEN
DRAINAGE SUPERINTENDENT
1 KILLALY STREET WEST, PORT COLBORNE, ONTARIO L3K 6H1
TEL: 905-835-2901 EXT. 291
ALANA.VANDERVEEN@PORTCOLBORNE.CA

DEPARTMENT OF FISHERIES AND OCEANS:
867 LAKESHORE RD
BURLINGTON ON L7S 1A1
TELEPHONE: 905-336-4999
EMAIL: INFO@DFO-MPO.GC.CA

MINISTRY OF NATURAL RESOURCES AND FORESTRY
ELIZABETH REIMER
ADMINISTRATION BUILDING
4890 VICTORIA AVE N
VINELAND STATION, ON L0R 2E0
905-562-4147

NIAGARA PARKS CONSERVATION AUTHORITY, NPCA
DIRECTOR, WATERSHED MANAGEMENT
NIAGARA PENINSULA CONSERVATION AUTHORITY
250 THOROLD ROAD WEST, 3RD FLOOR
WELLAND, ON, L3C 3W2
P: 905-788-3135 EXT. 229
F: 905-788-1121
WWW.NPCA.CA

GENERAL NOTES:

THE CITY SHALL ARRANGE A PRE-CONSTRUCTION MEETING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

ALL CONSTRUCTION MATERIALS AND METHODOLOGIES SHALL BE IN ACCORDANCE WITH:

- SPECIAL PROVISIONS - SUPPLEMENTARY GENERAL CONDITIONS (SPSGC)
- SPECIAL PROVISIONS - SUPPLEMENTARY CONTRACT ITEMS (SPSCI)
- NIAGARA PENINSULA STANDARD CONTRACT DOCUMENTS (NPSCD)
- ONTARIO PROVINCIAL STANDARDS FOR ROADS & PUBLIC WORKS (OPSS & OPSD)

AND ANY OTHER APPLICABLE STANDARDS THAT MAY APPLY.

IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THESE MATERIALS AND METHODOLOGIES ARE STRICTLY ADHERED TO.

THE CITY OF PORT COLBORNE AND STAFF DISCLAIMS ANY LIABILITY AS TO THE CURRENT ACCURACY OF THE DRAWINGS PROVIDED. IN USING THE INFORMATION SHOWN OR CONTAINED ON THESE DRAWINGS, THE USER AGREES IMPLICITLY AND EXPLICITLY THAT THE CITY OF PORT COLBORNE AND STAFF SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FOR THE USE OF SUCH INFORMATION. THE USER SHALL DO AN IN-FIELD VERIFICATION OF THE INFORMATION SHOWN ON OR CONTAINED WITHIN THESE DRAWINGS.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ANY APPROVALS WHICH MAY BE REQUIRED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION UNLESS DIRECTED OTHERWISE BY THE CONTRACT ADMINISTRATOR.

DIMENSIONING SHALL GOVERN OVER SCALED DIMENSIONS.

ANY WORKS COMPLETED IN SET-BACK AREAS, AND DISCHARGE TO CREEKS, STREAMS AND WATERCOURSES MAY BE SUBJECT TO FEDERAL AND PROVINCIAL APPROVALS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN SUCH APPROVALS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION IF REQUIRED FOR THE PROJECT.

PUBLIC UTILITIES:

THE CONTRACTOR SHALL NOTE THAT PUBLIC UTILITIES SHALL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING, HYDRO, GAS, BELL, CABLE AND FIBRE OPTIC.

IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE NECESSARY CLEARANCES FROM SAID PUBLIC UTILITIES WHICH MAY BE IN DIRECT CONFLICT WITH THIS PROJECT.

ANY WORK REQUIRING EITHER RELOCATION/LOWERING OF SAID PUBLIC UTILITY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE UTILITY, AND ANY WORKS WILL BE REQUIRED TO BE COMPLETE PRIOR TO THE INSTALLATION OF THE WORK.

ENVIRONMENTAL COMPLIANCE:

THE CONTRACTOR SHALL PREPARE AN ENVIRONMENTAL MANAGEMENT PLAN (EMP) PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE EMP WILL ADDRESS THE FOLLOWING MAJOR SUBJECT AREAS:

- EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION
- TREE PROTECTION & REMOVAL (SAR - BUTTERNUT)
- MINIMIZE AND/OR MITIGATION MEASURES FOR CONSTRUCTION IMPACTS ON SPECIES AND SPECIES HABITAT INCLUDING STOPPING CONSTRUCTION PROCEDURES.
- AGENCY CONTACTS - IDENTIFY RESOURCES & CONTACT INFO.

THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH SPECIES AT RISK (SAR) LEGISLATION. BY LAW, YOU MUST IMMEDIATELY:

- AVOID DRAINAGE WORK DURING REPRODUCTION AND REARING SEASONS
- PREVENT A SPECIES FROM ENTERING THE WORK AREA (E.G. PUTTING UP A FENCE)
- GIVE THE SPECIES ADEQUATE TIME TO LEAVE THE AREA, BEFORE STARTING WORK
- GET ADVICE/HELP BEFORE YOU MOVE IT
- PROTECT AREAS THAT ARE IMPORTANT TO THE SPECIES (E.G. SPAWNING AREAS)
- CONTROL EROSION AND SEDIMENT
- STABILIZE WATER BANKS IN AFFECTED AREAS

TURTLES:

- YOU CANNOT REDUCE THE AMOUNT OF WATER IN A DRAIN OR DITCH WHERE A TURTLE IS HIBERNATING.

ABREVIATIONS USED:

- BD - SEDIMENT BASIN BOTTOM DEPTH (FROM GRADE LINE)
- BL - SEDIMENT BASIN LENGTH
- BOD - BEGINNING OF DRAIN
- BW - BOTTOM WIDTH OF CHANNEL
- CL - CENTRELINE OF ROAD, CHANNEL
- CLCK - CENTRELINE OF CREEK OR CHANNEL
- D - DEPTH
- D/S - DOWNSTREAM
- E - EASTING
- ELEV - ELEVATION
- EOD - END OF DRAIN
- EX. - EXISTING
- INV - INVERT
- LB - LEFT BANK, LOOKING UPSTREAM
- N - NORTHING
- PL - PROPERTY LINE
- PR. - PROPOSED
- RB - RIGHT BANK, LOOKING UPSTREAM
- RH - RIFFLE HEIGHT
- ROW - RIGHT OF WAY
- SB - SEDIMENT BASIN
- SS - SIDE SLOPE; RUN(m)/RISE, WHERE RISE=1m
- T/B - TOP OF BANK
- T/C - TOP OF CONCRETE
- TL - TRANSITION LENGTH
- TW - TOP WIDTH OF CHANNEL
- TYP - TYPICAL
- U/S - UPSTREAM
- WZ - WORK ZONE

OPSD REFERENCED DETAILS:

- OPSD 219.200
- OPSD 219.220
- OPSD 222.050
- OPSD 400.020
- OPSD 403.010
- OPSD 705.040
- OPSD 803.010

PORT COLBORNE
MUNICIPAL DRAIN
CONSTRUCTION NOTES

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DRAWN BY : TJF	APPROVED BY : PCM	PROJECT NO. : -	DRAWING NO. : PC.CN
DESIGNED BY : PCM	DATE : 10-FEB-21	SCALE : N/A	

Appendix B:

Cost Estimates & Assessment Tables

Port Colborne Municipal Drain

City of Port Colborne
Regional Municipality of Niagara

Section 78 Works under the Municipal Drainage Act.

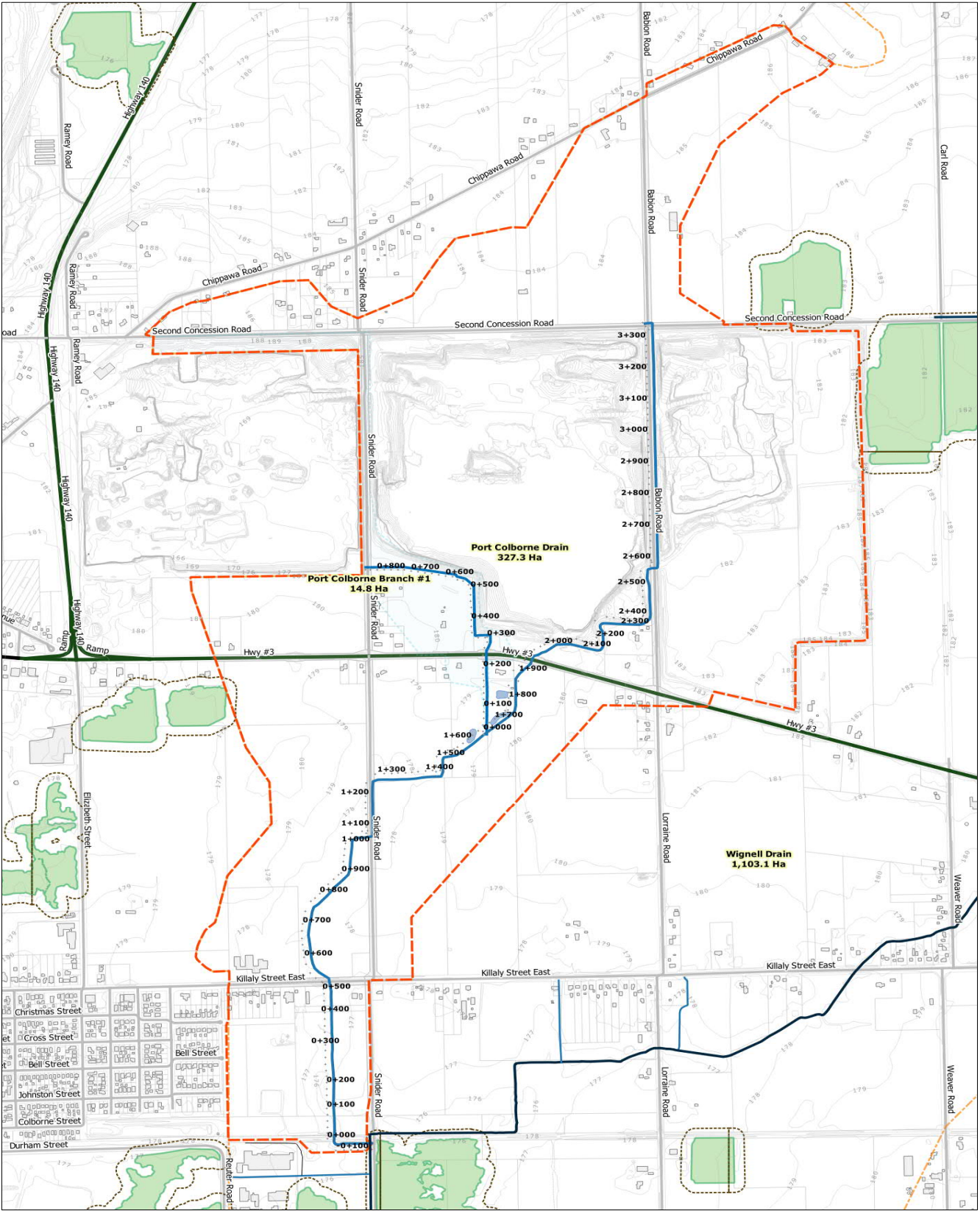
Drainage Assessment	Cover page	Costs
Port Colborne Drain		
Estimated Cost of Construction		
Port Colborne Drain	\$33,332.00	
Port Colborne General Construction Costs	\$8,278.52	
Port Colborne Contingency	\$12,458.10	
Total - Estimated Cost of Construction		\$54,068.62
Previous Construction		
Port Colborne Channel Re-alignment by Rankin Construction - 2+580 to 3+045	\$26,050.00	
Port Colborne Channel Re-Alignment - 1+660 to 1+860	\$9,442.50	
Port Colborne Channel Re-Grading and Clearing - 0+010 to 1+500	\$15,300.00	
Fording #1: ARN = 410710 - 1+740 to 1+750	\$710.00	
Fording #2: ARN = 410800 - 1+630 to 1+640	\$710.00	
Total - Previous Construction		\$52,212.50
Administration		
Engineering	\$167,486.89	
Administration Cost Allocations	\$10,723.47	
	\$178,210.37	
Administration Costs allocated per Drain area		
Port Colborne Branch Drain #1	\$8,052.75	
Port Colborne Drain	\$170,157.61	
Total - Administration Port Colborne Drain		\$170,157.61
Drain Allowances		
Port Colborne Drain	\$939.00	
		\$939.00
Forecasted Total Drain Costs		\$277,377.74

Assessment Schedule			
Benefit Assessment (Section 22)			
Private Lands	\$763.50		\$763.50
Total - Benefit Assessment (Section 22)			
Outlet Liability Assessment (Section 23)			
Private Lands			
Road Right of Way Lands	\$225,489.15		\$225,489.15
Total - Outlet Liability Assessment (Section 23)			
Special Benefit Assessment (Section 24)			
Port Colborne Drain	\$5,600.09		
Total - Special Benefit Assessment (Section 24)			\$5,600.09
Special Assessments (Section 26)			
City of Port Colborne	\$40,448.80		
MINISTRY OF TRANSPORTATION ONTARIO	\$5,076.19		
Total: Port Colborne Drain	\$45,525.00		
Total - Special Assessments (Section 26)			\$45,525.00
Forecasted Total Drain Assessments			\$277,377.74

Port Colborne Branch Drain #1			
Estimated Cost of Construction	\$10,340.00		
Previous Construction	\$0.00		
Administration	\$8,052.75		
Drain Allowances	\$277.62		\$18,670.37
Benefit Assessment (Section 22)	\$0.00		
Outlet Liability Assessment (Section 23)			
Private Lands	\$3,096.49		
Road Right of Way Lands	\$1,450.25		\$4,546.73
Special Benefit Assessment (Section 24)	\$0.00		
Special Assessments (Section 26)			
City of Port Colborne	\$7,008.46		
MINISTRY OF TRANSPORTATION ONTARIO	\$7,115.18		
Total: Section 26			\$14,123.64
			\$18,670.37

Prepared by: Paul C. Marsh, P.Eng. \$296,048.11

Dated:



Port Colborne Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Proposed Construction - Cost Estimate

Port Colborne Branch #1						Linear, Each or Lump Sum						
Cost ID:	Drain	From STA	To STA	Work	Description	Cost Type	Length	\$/m	Qty	/each	\$	Notes
PC1-01	Port Colborne Branch Drain #1.	0+000	0+227	Clear and re-grade to design grade to outlet from MTO culvert crossing	Work from West Side. Spread spoil material adjacent to bank.	linear	227	\$20.00			\$4,540.00	
PC1-00	MTO	0+227	0+255	Existing Drain Crossing CS-100 CSPA 1070 crossing Highway #3	No work required.						\$0.00	
PC1-02	Port Colborne Branch Drain #1.	0+255	0+627	Spot maintenance as required		linear	372	\$5.00			\$1,860.00	
PC1-03	Port Colborne Branch Drain #1.	0+627	0+824	Clear and re-grade to design grade from culvert quarry outlet to Snider Road ROW.		linear	197	\$20.00			\$3,940.00	
PC1-04	Port Colborne Branch Drain #1.			ROW North South Grading by others, (CofPC)							\$0.00	Excluded from Drain. Work to be completed for ROW by CofPC.
SubTotal for: Port Colborne Branch #1											\$10,340.00	

Port Colborne Drain						Linear, Each or Lump Sum						
Cost ID:	Drain	From STA	To STA	Work	Description	Cost Type	Length	\$/m	Qty	/each	\$	Notes
PC-00	Port Colborne Drain		3364.5	Regrade the North Side of Second Concession Rd. Ditch to drain to the East into the re-laid culvert crossing Babion Rd.	This work is not part of the drain and excluded from the cost estimate. Work is the responsibility of the City of Port Colborne as part of the road funding program.		388				\$0.00	Excluded from Drain. Work to be completed for ROW by CofPC.
PC-01	Port Colborne Drain	3+364.5	3+350	Re-lay existing 600mm HDPE double wall culvert lower and to drain to the East.		Each	14.5		1	\$ 2,500.00	\$2,500.00	
PC-02	Port Colborne Drain	3+350	3+331	Re-locate existing 750mm HDPE double wall culvert to the East side of Babion Road, crossing Second Concession Rd. and outletting to East Side Drain Channel.	Road is to be closed to re-lay culvert in both directions. Restore road to original condition or better. Includes re-grading of open channel between culverts.	linear & each	5	\$ 25.00	1	\$ 2,500.00	\$2,625.00	
PC-03	Port Colborne Drain	3+303	3+318	Construct Sediment Basin PC-SB01 at STA 3+300 as per Design and GD-10.	Remove material and dispose by spreading on existing berm. Sediment Basin constructed prior to commencing work upstream.	Area, m2	10	\$ 75.00	77.5	\$ 40.00	\$3,850.00	
PC-04	Port Colborne Drain	3+080	3+331	Construct Open Channel as per Design.	Spoil removed and spread on berm.		254	\$ 35.00			\$8,890.00	
PC-05	Port Colborne Drain	2+595	2+960	Existing PVC Pipe to be removed.	Remove and dispose.				1	\$ 500.00	\$500.00	

PC-08	Port Colborne Drain			Construct Sediment Basin PC-SB02 at STA 2+400 as per Design and GD-10.	Remove material and dispose by spreading adjacent to the drain. Sediment Basin constructed prior to commencing work upstream.	Area, m2	15	\$ 75.00	199.8	\$ 40.00	\$9,117.00	
PC-09	Port Colborne Drain			Additional Erosion Protection	Protect bank from erosion south of Highway 3 crossing				1	\$ 1,500.00	\$1,500.00	
PC-10	Port Colborne Drain			Construct Sediment Basin PC-SB03 at STA 1+020 as per Design and GD-10.	Remove material and dispose by spreading adjacent to the drain. Sediment Basin constructed prior to commencing work upstream.	Area, m2	18	\$ 75.00	FALSE	\$ 40.00	\$1,350.00	
PC-11	Port Colborne Drain	2+300	2+500	Clear vegetation from Drain Channel & Construct Channel as per Design			200	\$ 15.00			\$3,000.00	

SubTotal for: Cost ID: \$33,332.00

Construction Mgmt Port Colborne Drain						Linear, Each or Lump Sum						
Cost ID:	Drain	From STA	To STA	Work	Description	Cost Type	Length	\$/m	Qty	/each	\$	Notes
	Port Colborne Drain			Bonding							\$1,310.16	
	Port Colborne Drain			Environmental Management - Compliance with legislative requirements	Preparation of Environmental Management Plan - Exclusions for SAR incidents that require on site expertise.	Lump Sum					\$2,500.00	Program budget - actual cost will vary
	Port Colborne Drain			Erosion Control During construction - including conversion of sediment ponds to permanent drain features		Lump Sum					\$3,500.00	Program budget - actual cost will vary
	Port Colborne Drain			Construction Management	Traffic Control, Layout, and all compliance items for submission on construction startup.						\$1,528.52	Budget
	Port Colborne Drain			Tree Replacement Program	Where private trees are removed for the drain and in lieu of compensation a 3 for 1 tree planting program is available for owners.				15	50	\$750.00	Program budget - actual cost will vary

SubTotal for: Construction Mgmt Port Colborne Drain \$8,278.52

SubTotal for: Port Colborne Drain \$51,950.52
Contingency Allowance, (20%) \$12,458.10
Cost of Construction: \$74,748.62

Port Colborne Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Previous Costs - Works Already Completed

Port Colborne Branch #1	Status	From STA	To STA	Work	Description	\$	Notes	Date Completed
Channel Construction by appointment - Section XX		2+580	3+045	Port Colborne Channel Re-alignment by Rankin Construction		\$26,050.00		27-Mar-17
	Completed	1+660	1+860	Port Colborne Channel Re-Alignment	Construct new alignment based on existing topography	\$9,442.50	filling in Drain - \$ 3,995.00 Erosion protection - \$1,555.00 Misc. trucking & levelling - \$3,892.50	2016
	Completed	0+010	1+500	Port Colborne Channel Re-Grading and Clearing	establish lower grade line	\$15,300.00		2016
	Completed	1+740	1+750	Fording #1; ARN = 410710	provides access to back of farm crossing new alignment	\$710.00	Two crossings - \$1,410.00	2016
	Completed	1+630	1+640	Fording #2; ARN = 410800	provides access to back of farm crossing new alignment	\$710.00	Two crossings - \$1,410.00	2016
						\$52,212.50		

Length	\$/m	Qty	/each
465	\$ 56.02		
202	\$ 46.75		
1490	\$ 10.27		

Port Colborne Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Administration Costs

		Area, Ha		Area Ratio
		Michener Drain Area	135	12%
		Port Colborne Drain Area	327.8	30%
		Wignell Drain Area	634.4	58%
			1097.2	100.0%
Port Colborne Drain	Costs	Cost Items	Sub-totals, \$	Totals, \$
ADMINISTRATION				
Interim Financing Allowance		Debenture Interest - 20007 to 2017	\$8,911.40	
		Total Amount: \$29,827.92		\$8,911.40
		Debenture Administrative Fee	\$1,812.07	
		Total Fee Amount: \$6,065.29		\$1,812.07
Legal and Permitting Fees				\$0.00
Expenses, where applicable				\$0.00
Applicable Taxes				\$0.00
Total - ADMINISTRATION				\$10,723.47
ENGINEERING				
Preliminary Design and Report				\$0.00
Survey, Design, Plans, Engineer's Report and Assessment Schedule (Wiebe)*1				
		Survey; (\$8,342.93) portion allocated by area	\$2,492.54	
		Report Preparation; (\$92,511.44) portion allocated by area	\$27,638.76	
Survey, Design, Plans, Engineer's Report (AMEC)*2		3-561-33229; 2012 to 2014; \$67,147.23 portion allocated by area	\$20,060.94	
Survey, Design, Plans, Engineer's Report and Assessment Schedule (EWA Engineering)				
		Design Services	\$99,811.50	
		CofPC CAD Work - 2020	\$11,483.16	
		CofPC CAD Work - 2021	\$2,500.00	
Sub-total: ENGINEERING				\$163,986.89
Tribunal Costs (not estimated and assumed to be zero)				\$0.00
Tendering, Contract Administration and Construction Inspection (estimated)				\$3,500.00
Total - ENGINEERING				\$167,486.89
TOTAL ADMINISTRATION AND ENGINEERING				\$178,210.37

*1 Wiebe Engineering was appointed as the Drainage Engineer by Council with an approved budget. The firm declared bankruptcy after having been paid for a portion of the work. This is the amount originaly paid and not allocated.

*2 AMEC was appointed as the Drainage Engineer by Council in 2013, assuming work already completd by Wiebe and with an approved budget. After having been paid for 70% of the work, the company refused to complete the project without additional funds being allocated. The contract was cancelled. This is the fee for service paid for partially completed work on the drain.

Allowances
Port Colborne Branch #1

				Land and Rights of Way			Work Zone	Damages			For Existing Private Drain converted			Insufficient Outlet	Loss of Access		
Owner	Legal Text	Roll No	Area, Ha	Section 29			Length m	Section 30 Area, Ha	Allowance \$				Section 31 Allowance \$	Section 32 Allowance \$	Section 33 Allowance \$	Total of Allowances \$	
				Length m	Top Width m	Area, Ha											
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801	271104000410710	0.107			0.0000		\$0.00		224.7	0.225	\$277.62					\$277.62
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801	271104000410800	1.084			0.0000		\$0.00			0.000	\$0.00					\$0.00
Hellinga Jack Simon	CON 2 PT LOT 22	271104000411000	5.247			0.0000		\$0.00			0.000	\$0.00		0			\$0.00
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP	271104000411500	2.758			0.0000		\$0.00			0.000	\$0.00		0			\$0.00
Parsons David Scott	CON 2 PT LOT 22	271104000411600	0.413			0.0000		\$0.00			0.000	\$0.00					\$0.00
Leavere Larry Allan Thomas	CON 2 PT LOT 22	271104000411700	0.098			0.0000		\$0.00			0.000	\$0.00					\$0.00
Yanni Bill	CON 2 PT LOT 22	271104000411900	0.418			0.0000		\$0.00			0.000	\$0.00					\$0.00
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884	271104000412100	0.025			0.0000		\$0.00			0.000	\$0.00					\$0.00
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23	271104000414000	3.308			0.0000		\$0.00			0.000	\$0.00					\$0.00
			13.457														
City of Port Colborne	Snider Rd. from Hwy 3 to Second Conc	ROW	1.612			0.0000		\$0.00			0.000	\$0.00					\$0.00
City of Port Colborne	Second Concession from Snider to Babion	ROW	0.022			0.0000		\$0.00			0.000	\$0.00					\$0.00
City of Port Colborne	Second Concession W of Snider Rd.	ROW	0.501			0.0000		\$0.00			0.000	\$0.00					\$0.00
MTO	Highway #3	ROW	0.547			0.0000		\$0.00			0.000	\$0.00					\$0.00
			2.682														
			16.139														

Port Colborne Drain

				Land and Rights of Way				Damages			For Existing Private Drain converted			Insufficient Outlet	Loss of Access	
Owner	Legal Text	Roll No	Area, Ha	Length m	Top Width	Section 29 Allowance		Length m	Section 30 Allowance Area, Ha	Section 30 Allowance \$	Section 31 Allowance			Section 32 Allowance \$	Section 33 Allowance \$	Total of Allowances \$
						Area, Ha	\$				From STN	To STN	Length, m			
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24	271102000718000	1.642													\$0.00
McLean William Richard Samue	CON 1 PT TWP LOT 23	271102001311300	0.095													\$0.00
Tomiuck Jonas	CON 1 PT TWP LOT 23	271102001311400	0.191													\$0.00
Scott Gregory George	CON 1 PT TWP LOT 23	271102001311500	0.190													\$0.00
Vale Canada Limited	CON 2 PT LOT 24	271102001312000	0.534													\$0.00
Port Colborne Quarries Inc	CON 2 PT LOTS 19 AND 20 RP	271104000315600	30.868													\$0.00
Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546	271104000315702	0.089													\$0.00
Port Colborne Quarries Inc	CON 2 PT LOT 19 PT LOT 20	271104000315800	35.112	255.0	3.800	0.0969	\$ -									\$0.00
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	0.583													\$0.00
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	6.726	0.0	0.000	0.0000	\$ -									\$0.00
City of Port Colborne	CON 1 PT LOTS 23, 24 RP	271104000408715	2.431													\$0.00
Schlenger Uszer	CON 1 PT LOT 23	271104000408800	0.373													\$0.00
Coccagna Anthony	CON 1 PT LOT 23	271104000408900	0.631													\$0.00
1346618 Ontario Ltd	CON 1 PT LOT 23	271104000409000	0.463													\$0.00
Ostric Milan	CON 1 PT LOT 23 RP 59R5797	271104000409100	0.201													\$0.00
1108904 Ontario Limited	CON 1 PT LOT 23 PT LOT 24	271104000409200	0.779													\$0.00
Favero Lidia	CON 1 PT LOT 23	271104000409300	0.202													\$0.00
Ed Christensen Roofing Limited	CON 1 PT LOT 23	271104000409400	0.190													\$0.00
Sauder William Edward	HUMBERSTONE CON 1 PT LOT 23	271104000409500	0.190													\$0.00
Stenson Ian John	CON 1 PT LOT 23	271104000409600	0.190													\$0.00
Polverari Giuseppe	CON 1 PT LOT 23	271104000409700	0.190													\$0.00
Vale Canada Limited	CON 1 PT LOT 23	271104000409800	4.106													\$0.00
Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410000	4.963	100.000	3.800	0.0380	\$ 939.00	164.4	0.000	\$0.00						\$939.00
Huffman John Wayne	CON 2 PT LOT 21	271104000410400	0.071													\$0.00
Young Tammy Lynn	CON 2 PT LOT 21	271104000410500	0.107													\$0.00
Vollick Ronald Christopher	CON 2 PT LOT 21	271104000410600	0.159													\$0.00
Citrigno Angela	CON 2 PT LOT 21	271104000410700	0.168													\$0.00
Stark Raymond	CON 2 PT LOT 21 RP 59R4333	271104000410705	1.936													\$0.00
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801	271104000410710	2.899	202.000	0.000	0.0000	\$ -	202	0.000	\$0.00						\$0.00
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801	271104000410800	4.199													\$0.00
Stewart Scott James	CON 2 PT LOT 22 RP 59R 5732	271104000410810	0.407													\$0.00
Powell Bradley Kenneth	CON 2 PT LOT 22 RP59R4801	271104000410900	7.711													\$0.00
Hellinga Jack Simon	CON 2 PT LOT 22	271104000411000	5.411													\$0.00
Kinzie Patricia Helen	CON 2 PT LOT 21 RP 59R6766	271104000411200	1.202													\$0.00
Pipher Lynn Mae	CON 2 PT LOT 21 RP 59R6766	271104000411205	1.208													\$0.00
Scace Wesley	CON 2 PT LOT 21	271104000411300	0.067													\$0.00
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP	271104000411500	73.170													\$0.00
Parsons David Scott	CON 2 PT LOT 22	271104000411600	0.418													\$0.00
Leavere Larry Allan Thomas	CON 2 PT LOT 22	271104000411700	0.209													\$0.00
Yanni Bill	CON 2 PT LOT 22	271104000411900	0.418													\$0.00
Fitzgerald Shawn Patrick	HUMBERSTONE CON 2 PT LOT 22	271104000412000	0.209													\$0.00
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884	271104000412100	0.209													\$0.00

				Land and Rights of Way			Damages			For Existing Private Drain converted			Insufficient Outlet	Loss of Access				
Owner	Legal Text	Roll No	Area, Ha	Length m	Top Width	Section 29 Allowance		Length m	Section 30 Allowance		From STN	To STN	Length, m	Section 31 Allowance	Section 32 Allowance	Section 33 Allowance	Total of Allowances	
						Area, Ha	\$		\$	Area, Ha				\$		\$		\$
Moes Frank Allan	HUMBERSTONE CON 2 PT LOT 22	271104000412200	0.357														\$0.00	
Boda Terry Joseph	CON 2 PT LOT 22	271104000412400	0.186														\$0.00	
Elite Capital P.C Developments Inc	CON 2 PT LOT 22	271104000412600	4.110														\$0.00	
Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	10.153														\$0.00	
Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	22.189														\$0.00	
Vale Canada Limited	CON 2 PT LOT 23	271104000412800	0.363														\$0.00	
NCDSB	CON 2 PT LOT 23	271104000412900	5.947														\$0.00	
Dyson Patrick James	CON 2 PT LOT 23	271104000413000	0.176														\$0.00	
Dyson Mary Lynn	CON 2 PT LOT 23	271104000413100	0.182														\$0.00	
Hortobagyi Zoltan	CON 2 PT LOT 23	271104000413200	0.186														\$0.00	
Wakunick Deborah Ivy	CON 2 PT LOT 24	271104000413300	0.085														\$0.00	
Wells Donna Louise	CON 2 PT LOT 23 PT LOT 24	271104000413400	0.828			0.0000	\$ -										\$0.00	
Vale Canada Limited	CON 2 PT LOT 23 PT LOT 24 RP	271104000413401	7.409														\$0.00	
Vale Canada Limited	CON 2 PT LOT 23 PT LOT 24 RP	271104000413410	10.115														\$0.00	
Vale Canada Limited	CON 2 PT LOT 24 RP 59R10047	271104000413435	0.631														\$0.00	
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23	271104000414000	3.326														\$0.00	
Vale Canada Limited	CON 2 PT LOT 24	271104000414120	0.928														\$0.00	
2023165 Ontario Inc	CON 3 PT LOT 19 PT LOT 20	271104000506400	1.291														\$0.00	
Koch Olga	CON 3 LOT 19CPT	271104000506500	0.222														\$0.00	
Kozelj Stif	CON 3 PT LOT 20	271104000506600	0.079														\$0.00	
Orsetto Aldo	CON 3 PT LOT 20	271104000506700	4.228														\$0.00	
Currie Michael Bruce	CON 3 PT LOT 20	271104000506702	0.085														\$0.00	
Fijavz David	CON 3 PT LOT 20	271104000506703	0.334														\$0.00	
Levitt Corie	CON 3 PT LOT 20 PLAN 59R	271104000506710	0.212														\$0.00	
Michaud Antonio Abel	CON 3 PT LOT 20 RP 59R8240	271104000506800	0.271														\$0.00	
Henderson David Marshall	CON 3 PT LOT 20	271104000506801	11.011														\$0.00	
Babion Gail J	HUMBERSTONE CON 3 PT LOT 21	271104000506900	15.252														\$0.00	
Wagner Dan Patrick	CON 3 PT LOT 21	271104000507400	3.050														\$0.00	
Stovell David Alan	CON 3 PT LOT 21 59R8535	271104000507500	1.238														\$0.00	
Cooper Collin James Lee	CON 3 S PT LOT 21 S PT LOT	271104000508100	7.613														\$0.00	
Henderson Drew David	CON 3 PT LOT 22	271104000508301	1.055														\$0.00	
Beaulieu George E	CON 3 E PT LOT 23	271104000508900	0.388														\$0.00	
Garner Mark Edward	CON 3 PT LOT 23	271104000509100	0.346														\$0.00	
Joseph Grandilli	CON 3 PT LOT 23	271104000509300	0.082														\$0.00	
Stefan John	CON 3 PT LOT 23	271104000509400	0.016														\$0.00	
Johnson Raymond Francis Jr	CON 3 PT LOT 23 RP 59R10549	271104000510200	0.208														\$0.00	
Vance Gregory Thomas	CON 3 PT LOT 23 RP 59R10549	271104000510202	0.417														\$0.00	
Saxon Ronald Joseph	CON 3 PT LOT 23 PLAN	271104000510204	0.605														\$0.00	
Pilkey Dean Lloyd	CON 3 PT LOT 23 PLAN	271104000510206	0.597														\$0.00	
Schneider Darryl Frederick	CON 3 PT LOT 23	271104000510801	2.252														\$0.00	
Zonneveld Bastian	CON 3 PT LOT 24	271104000510900	0.103														\$0.00	
Terreberry Jack	CON 3 PT LOT 24	271104000511000	0.144														\$0.00	
Jacak Dominik	CON 3 PT LOT 24	271104000511300	0.347														\$0.00	
Moore Linda Ann	CON 3 PT LOT 24	271104000511400	0.099														\$0.00	
Moore Linda Ann	CON 3 PT LOT 24	271104000511500	0.029														\$0.00	
Medvic Peter James	CON 3 PT LOT 24	271104000511600	0.356														\$0.00	
McIntyre Shelly	CON 3 PT LOT 24	271104000511700	0.191														\$0.00	
City of Port Colborne	59R11175 PART 1 59R11176	271104000699500	0.630														\$0.00	
311.038																		
						\$ 939.00		\$ -						\$ -		\$ -		
City of Port Colborne	Sndier Rd from Hwy 3 to Killaly St E	ROW	2.033														Drain Allowance To \$ 1,216.62	
City of Port Colborne	Second Concession W of Snider Rd.	ROW	1.221															
City of Port Colborne	Snider Rd. from Hwy 3 to Second Conc	ROW	2.005															
City of Port Colborne	Snider Rd. N of Second Concession	ROW	0.071															
City of Port Colborne	Second Concession Rd. E of Babion	ROW	0.595															
City of Port Colborne	Babion Rd. from Hwy 3 to Second Concess	ROW	2.308															
City of Port Colborne	Chippawa Road	ROW	0.559															
City of Port Colborne	Babion Rd. from 2nd to Chippawa	ROW	1.432															
City of Port Colborne	Snider Rd protion south of Killaly St E	ROW	0.353															
City of Port Colborne	Killaly St East W of Snider Rd	ROW	0.901															
City of Port Colborne	Killaly St E east of Snider	ROW	0.176															
City of Port Colborne	Second Concession from Snider to Babion	ROW	1.645															
City of Port Colborne	Highway #3	ROW	3.281															
16.581																		
327.619																		

Port Colborne Municipal Drain
City of Port Colborne
Regional Municipality of Niagara
Section 22: Assessed Benefit
Benefit assessments are based on the benefit value to each property and are not proportional to

Owner	Legal Text	ARN	Area Ha	Abutting Length	BENEFIT ASSESSMENT			TOTAL BENEFIT
					m	DIRECT	ABUT	
City of Port Colborne - Lands Assessed								
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801	271104000410710	0.107	224.7				\$0.00
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801	271104000410800	1.084	224.7				\$0.00
Hellinga Jack Simon	CON 2 PT LOT 22	271104000411000	5.247	57.9				\$0.00
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP	271104000411500	2.758	500.9				\$0.00
Parsons David Scott	CON 2 PT LOT 22	271104000411600	0.413					\$0.00
Leavere Larry Allan Thomas	CON 2 PT LOT 22	271104000411700	0.098					\$0.00
Yanni Bill	CON 2 PT LOT 22	271104000411900	0.418					\$0.00
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884	271104000412100	0.025					\$0.00
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23	271104000414000	3.308					\$0.00
Sub-Total (Lands)			13.457					
Roads								
City of Port Colborne	Snider Rd. from Hwy 3 to Second Con	ROW	1.612					\$0.00
City of Port Colborne	Second Concession from Snider to Bat	ROW	0.022					\$0.00
City of Port Colborne	Second Concession W of Snider Rd.	ROW	0.501					\$0.00
MTO	Highway #3	ROW	0.547	34.9				\$0.00
Sub-Total (Roads)			2.682					
			16.139					

Owner	Legal Text	Roll No	Area, Ha	Abutting Length		BENEFIT ASSESSMENT		TOTAL BENEFIT
					m	DIRECT	ABUT	
City of Port Colborne - Lands Assessed								
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24	271102000718000	1.642				\$0	\$0.00
McLean William Richard Samue	CON 1 PT TWP LOT 23	271102001311300	0.095				\$0	\$0.00
Tomiuck Jonas	CON 1 PT TWP LOT 23	271102001311400	0.191				\$0	\$0.00
Scott Gregory George	CON 1 PT TWP LOT 23	271102001311500	0.190				\$0	\$0.00
Vale Canada Limited	CON 2 PT LOT 24	271102001312000	0.534				\$0	\$0.00
Port Colborne Quarries Inc	CON 2 PT LOTS 19 AND 20 RP	271104000315600	30.868				\$0	\$0.00
Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546	271104000315702	0.089				\$0	\$0.00
Port Colborne Quarries Inc	CON 2 PT LOT 19 PT LOT 20	271104000315800	35.112				\$0	\$0.00
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	0.583				\$0	\$0.00
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	6.726				\$0	\$0.00
City of Port Colborne	CON 1 PT LOTS 23, 24 RP	271104000408715	2.431				\$0	\$0.00
Schlenger Uszer	CON 1 PT LOT 23	271104000408800	0.373				\$0	\$0.00
Coccagna Anthony	CON 1 PT LOT 23	271104000408900	0.631				\$0	\$0.00
1346618 Ontario Ltd	CON 1 PT LOT 23	271104000409000	0.463				\$0	\$0.00
Ostric Milan	CON 1 PT LOT 23 RP 59R5797	271104000409100	0.201				\$0	\$0.00
1108904 Ontario Limited	CON 1 PT LOT 23 PT LOT 24	271104000409200	0.779				\$0	\$0.00
Favero Lidia	CON 1 PT LOT 23	271104000409300	0.202				\$0	\$0.00
Ed Christensen Roofing Limited	CON 1 PT LOT 23	271104000409400	0.190				\$0	\$0.00
Sauder William Edward	HUMBERSTONE CON 1 PT LOT 23	271104000409500	0.190				\$0	\$0.00
Stenson Ian John	CON 1 PT LOT 23	271104000409600	0.190				\$0	\$0.00
Polverari Giuseppe	CON 1 PT LOT 23	271104000409700	0.190				\$0	\$0.00
Vale Canada Limited	CON 1 PT LOT 23	271104000409800	4.106				\$0	\$0.00
Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410000	4.963	102.2			\$256	\$255.50
Huffman John Wayne	CON 2 PT LOT 21	271104000410400	0.071				\$0	\$0.00
Young Tammy Lynn	CON 2 PT LOT 21	271104000410500	0.107				\$0	\$0.00
Vollick Ronald Christopher	CON 2 PT LOT 21	271104000410600	0.159				\$0	\$0.00
Citrigno Angela	CON 2 PT LOT 21	271104000410700	0.168				\$0	\$0.00
Stark Raymond	CON 2 PT LOT 21 RP 59R4333	271104000410705	1.936				\$0	\$0.00
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801	271104000410710	2.899	203.2			\$508	\$508.00
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801	271104000410800	4.199				\$0	\$0.00
Stewart Scott James	CON 2 PT LOT 22 RP 59R 5732	271104000410810	0.407				\$0	\$0.00
Powell Bradley Kenneth	CON 2 PT LOT 22 RP59R4801	271104000410900	7.711				\$0	\$0.00
Hellinga Jack Simon	CON 2 PT LOT 22	271104000411000	5.411				\$0	\$0.00
Kinzie Patricia Helen	CON 2 PT LOT 21 RP 59R6766	271104000411200	1.202				\$0	\$0.00
Pipher Lynn Mae	CON 2 PT LOT 21 RP 59R6766	271104000411205	1.208				\$0	\$0.00
Scace Wesley	CON 2 PT LOT 21	271104000411300	0.067				\$0	\$0.00
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP	271104000411500	73.170				\$0	\$0.00

Parsons David Scott	CON 2 PT LOT 22	271104000411600	0.418					\$0	\$0.00
Leavere Larry Allan Thomas	CON 2 PT LOT 22	271104000411700	0.209					\$0	\$0.00
Yanni Bill	CON 2 PT LOT 22	271104000411900	0.418					\$0	\$0.00
Fitzgerald Shawn Patrick	HUMBERSTONE CON 2 PT LOT 22	271104000412000	0.209					\$0	\$0.00
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884	271104000412100	0.209					\$0	\$0.00
Moes Frank Allan	HUMBERSTONE CON 2 PT LOT 22	271104000412200	0.357					\$0	\$0.00
Boda Terry Joseph	CON 2 PT LOT 22	271104000412400	0.186					\$0	\$0.00
Elite Capital P.C Developments Inc	CON 2 PT LOT 22	271104000412600	4.110					\$0	\$0.00
Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	10.153					\$0	\$0.00
Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	22.189					\$0	\$0.00
Vale Canada Limited	CON 2 PT LOT 23	271104000412800	0.363					\$0	\$0.00
NCDSB	CON 2 PT LOT 23	271104000412900	5.947					\$0	\$0.00
Dyson Patrick James	CON 2 PT LOT 23	271104000413000	0.176					\$0	\$0.00
Dyson Mary Lynn	CON 2 PT LOT 23	271104000413100	0.182					\$0	\$0.00
Hortobagyi Zoltan	CON 2 PT LOT 23	271104000413200	0.186					\$0	\$0.00
Wakunick Deborah Ivy	CON 2 PT LOT 24	271104000413300	0.085					\$0	\$0.00
Wells Donna Louise	CON 2 PT LOT 23 PT LOT 24	271104000413400	0.828					\$0	\$0.00
Vale Canada Limited	CON 2 PT LOT 23 PT LOT 24 RP	271104000413401	7.409					\$0	\$0.00
Vale Canada Limited	CON 2 PT LOT 23 PT LOT 24 RP	271104000413410	10.115					\$0	\$0.00
Vale Canada Limited	CON 2 PT LOT 24 RP 59R10047	271104000413435	0.631					\$0	\$0.00
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23	271104000414000	3.326					\$0	\$0.00
Vale Canada Limited	CON 2 PT LOT 24	271104000414120	0.928					\$0	\$0.00
2023165 Ontario Inc	CON 3 PT LOT 19 PT LOT 20	271104000506400	1.291					\$0	\$0.00
Koch Olga	CON 3 LOT 19CPT	271104000506500	0.222					\$0	\$0.00
Kozelj Stif	CON 3 PT LOT 20	271104000506600	0.079					\$0	\$0.00
Orsetto Aldo	CON 3 PT LOT 20	271104000506700	4.228					\$0	\$0.00
Currie Michael Bruce	CON 3 PT LOT 20	271104000506702	0.085					\$0	\$0.00
Fijavz David	CON 3 PT LOT 20	271104000506703	0.334					\$0	\$0.00
Levitt Corie	CON 3 PT LOT 20 PLAN 59R	271104000506710	0.212					\$0	\$0.00
Michaud Antonio Abel	CON 3 PT LOT 20 RP 59R8240	271104000506800	0.271					\$0	\$0.00
Henderson David Marshall	CON 3 PT LOT 20	271104000506801	11.011					\$0	\$0.00
Babion Gail J	HUMBERSTONE CON 3 PT LOT 21	271104000506900	15.252					\$0	\$0.00
Wagner Dan Patrick	CON 3 PT LOT 21	271104000507400	3.050					\$0	\$0.00
Stovell David Alan	CON 3 PT LOT 21 59R8535	271104000507500	1.238					\$0	\$0.00
Cooper Collin James Lee	CON 3 S PT LOT 21 S PT LOT	271104000508100	7.613					\$0	\$0.00
Henderson Drew David	CON 3 PT LOT 22	271104000508301	1.055					\$0	\$0.00
Beaulieu George E	CON 3 E PT LOT 23	271104000508900	0.388					\$0	\$0.00
Garner Mark Edward	CON 3 PT LOT 23	271104000509100	0.346					\$0	\$0.00
Joseph Grandilli	CON 3 PT LOT 23	271104000509300	0.082					\$0	\$0.00
Stefan John	CON 3 PT LOT 23	271104000509400	0.016					\$0	\$0.00
Johnson Raymond Francis Jr	CON 3 PT LOT 23 RP 59R10549	271104000510200	0.208					\$0	\$0.00
Vance Gregory Thomas	CON 3 PT LOT 23 RP 59R10549	271104000510202	0.417					\$0	\$0.00
Saxon Ronald Joseph	CON 3 PT LOT 23 PLAN	271104000510204	0.605					\$0	\$0.00
Pilkey Dean Lloyd	CON 3 PT LOT 23 PLAN	271104000510206	0.597					\$0	\$0.00
Schneider Darryl Frederick	CON 3 PT LOT 23	271104000510801	2.252					\$0	\$0.00
Zonneveld Bastian	CON 3 PT LOT 24	271104000510900	0.103					\$0	\$0.00
Terreberry Jack	CON 3 PT LOT 24	271104000511000	0.144					\$0	\$0.00
Jacak Dominik	CON 3 PT LOT 24	271104000511300	0.347					\$0	\$0.00
Moore Linda Ann	CON 3 PT LOT 24	271104000511400	0.099					\$0	\$0.00
Moore Linda Ann	CON 3 PT LOT 24	271104000511500	0.029					\$0	\$0.00
Medvic Peter James	CON 3 PT LOT 24	271104000511600	0.356					\$0	\$0.00
McIntyre Shelly	CON 3 PT LOT 24	271104000511700	0.191					\$0	\$0.00
City of Port Colborne	59R11175 PART 1 59R11176	271104000699500	0.630					\$0	\$0.00
			311.038						
City of Port Colborne	Sndier Rd from Hwy 3 to Killaly St E	ROW	2.033					\$0	\$0.00
City of Port Colborne	Second Concession W of Snider Rd.	ROW	1.221					\$0	\$0.00
City of Port Colborne	Snider Rd. from Hwy 3 to Second Con	ROW	2.005					\$0	\$0.00
City of Port Colborne	Snider Rd. N of Second Concession	ROW	0.071					\$0	\$0.00
City of Port Colborne	Second Concession Rd. E of Babion	ROW	0.595					\$0	\$0.00
City of Port Colborne	Babion Rd. from Hwy 3 to Second Con	ROW	2.308					\$0	\$0.00
City of Port Colborne	Chippawa Road	ROW	0.559					\$0	\$0.00
City of Port Colborne	Babion Rd. from 2nd to Chippawa	ROW	1.432					\$0	\$0.00
City of Port Colborne	Snider Rd protion south of Killaly St E	ROW	0.353					\$0	\$0.00
City of Port Colborne	Killaly St East W of Snider Rd	ROW	0.901					\$0	\$0.00
City of Port Colborne	Killaly St E east of Snider	ROW	0.176					\$0	\$0.00
City of Port Colborne	Second Concession from Snider to Bal	ROW	1.645					\$0	\$0.00
MTO	Highway #3	ROW	3.281					\$0	\$0.00
			16.581						
								\$	763.50

Port Colborne Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Section 23 Outlet Benefit / Outlet Liability

Port Colborne Branch #1

\$4,546.73

Owner	Legal Text	Roll No	Area, Ha	Runoff Factor 'C'	QRF	QRF Ratio	
City of Port Colborne - Lands Assessed							
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801	271104000410710	0.107	30	0.21	0.0060	\$27.28
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801	271104000410800	1.084	20	1.41	0.0405	\$184.32
Hellinga Jack Simon	CON 2 PT LOT 22	271104000411000	5.247	30	10.27	0.2945	\$1,338.84
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP	271104000411500	2.758	20	3.60	0.1032	\$469.10
Parsons David Scott	CON 2 PT LOT 22	271104000411600	0.413	30	0.81	0.0232	\$105.40
Leavere Larry Allan Thomas	CON 2 PT LOT 22	271104000411700	0.098	20	0.13	0.0037	\$16.60
Yanni Bill	CON 2 PT LOT 22	271104000411900	0.418	30	0.82	0.0235	\$106.65
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884	271104000412100	0.025	20	0.03	0.0009	\$4.25
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23	271104000414000	3.308	30	6.47	0.1856	\$844.05
Sub-Total (Lands)			13.457				
Roads							
City of Port Colborne	Snider Rd. from Hwy 3 to Second Conc	ROW	1.612	45	4.73	0.1357	\$616.77
City of Port Colborne	Second Concession from Snider to Babion	ROW	0.022	86	0.12	0.0035	\$16.13
City of Port Colborne	Second Concession W of Snider Rd.	ROW	0.501	87	2.84	0.0815	\$370.35
MTO	Highway #3	ROW	0.547	96	3.43	0.0983	\$446.99
Sub-Total (Roads)			2.682				
Total Assessments for City of Port Colborne:			16.139		34.88	1.00	\$4,546.73

Port Colborne Drain

\$225,489.15

Owner	Legal Text	Roll No	Area, Ha	Runoff Factor 'C'	QRF	QRF Ratio	
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24	271102000718000	1.642	45	4.82	0.0063	\$1,413.83
McLean William Richard Samue	CON 1 PT TWP LOT 23	271102001311300	0.095	25	0.16	0.0002	\$45.49
Tomiuck Jonas	CON 1 PT TWP LOT 23	271102001311400	0.191	25	0.31	0.0004	\$91.13
Scott Gregory George	CON 1 PT TWP LOT 23	271102001311500	0.190	25	0.31	0.0004	\$91.08
Vale Canada Limited	CON 2 PT LOT 24	271102001312000	0.534	30	1.05	0.0014	\$306.76
Port Colborne Quarries Inc	CON 2 PT LOTS 19 AND 20 RP	271104000315600	30.868	35	70.48	0.0917	\$20,671.95
Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546	271104000315702	0.089	25	0.14	0.0002	\$42.53
Port Colborne Quarries Inc	CON 2 PT LOT 19 PT LOT 20	271104000315800	35.112	35	80.17	0.1043	\$23,514.47
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	0.583	30	1.14	0.0015	\$334.83
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	6.726	35	15.36	0.0200	\$4,504.18
City of Port Colborne	CON 1 PT LOTS 23, 24 RP	271104000408715	2.431	35	5.55	0.0072	\$1,628.23

Owner		Legal Text	Roll No	Area, Ha	Runoff Factor 'C'	QRF	QRF Ratio	
Schlenger Uszer		CON 1 PT LOT 23	271104000408800	0.373	32	0.78	0.0010	\$228.20
Coccagna Anthony		CON 1 PT LOT 23	271104000408900	0.631	25	1.03	0.0013	\$301.99
1346618 Ontario Ltd		CON 1 PT LOT 23	271104000409000	0.463	35	1.06	0.0014	\$310.00
Ostric Milan		CON 1 PT LOT 23 RP 59R5797	271104000409100	0.201	25	0.33	0.0004	\$96.15
1108904 Ontario Limited		CON 1 PT LOT 23 PT LOT 24	271104000409200	0.779	35	1.78	0.0023	\$521.36
Favero Lidia		CON 1 PT LOT 23	271104000409300	0.202	25	0.33	0.0004	\$96.58
Ed Christensen Roofing Limited		CON 1 PT LOT 23	271104000409400	0.190	25	0.31	0.0004	\$90.98
Sauder William Edward		HUMBERSTONE CON 1 PT LOT 23	271104000409500	0.190	25	0.31	0.0004	\$90.98
Stenson Ian John		CON 1 PT LOT 23	271104000409600	0.190	25	0.31	0.0004	\$90.98
Polverari Giuseppe		CON 1 PT LOT 23	271104000409700	0.190	25	0.31	0.0004	\$90.98
Vale Canada Limited		CON 1 PT LOT 23	271104000409800	4.106	25	6.70	0.0087	\$1,963.89
Vale Canada Limited		CON 2 PT LOT 21 RP59R3588	271104000410000	4.963	35	11.33	0.0147	\$3,323.44
Huffman John Wayne		CON 2 PT LOT 21	271104000410400	0.071	25	0.12	0.0001	\$33.82
Young Tammy Lynn		CON 2 PT LOT 21	271104000410500	0.107	25	0.17	0.0002	\$51.04
Vollick Ronald Christopher		CON 2 PT LOT 21	271104000410600	0.159	25	0.26	0.0003	\$76.06
Citrigno Angela		CON 2 PT LOT 21	271104000410700	0.168	25	0.27	0.0004	\$80.12
Stark Raymond		CON 2 PT LOT 21 RP 59R4333	271104000410705	1.936	25	3.16	0.0041	\$926.05
Konc John Andrew		CON 2 PT LOT 22 RP 59R4801	271104000410710	2.899	35	6.62	0.0086	\$1,941.39
Van Ruyven Josef Nicolaas		CON 2 PT LOT 22 RP 59R4801	271104000410800	4.199	35	9.59	0.0125	\$2,811.99
Stewart Scott James		CON 2 PT LOT 22 RP 59R 5732	271104000410810	0.407	25	0.66	0.0009	\$194.50
Powell Bradley Kenneth		CON 2 PT LOT 22 RP59R4801	271104000410900	7.711	35	17.61	0.0229	\$5,164.30
Hellinga Jack Simon		CON 2 PT LOT 22	271104000411000	5.411	25	8.83	0.0115	\$2,588.33
Kinzie Patricia Helen		CON 2 PT LOT 21 RP 59R6766	271104000411200	1.202	25	1.96	0.0025	\$574.94
Pipher Lynn Mae		CON 2 PT LOT 21 RP 59R6766	271104000411205	1.208	25	1.97	0.0026	\$578.00
Scace Wesley		CON 2 PT LOT 21	271104000411300	0.067	25	0.11	0.0001	\$31.95
Port Colborne Quarries Inc		CON 2 PT LOT 21 PT LOT 22 RP	271104000411500	73.170	37	176.62	0.2297	\$51,802.13
Parsons David Scott		CON 2 PT LOT 22	271104000411600	0.418	25	0.68	0.0009	\$199.95
Leavere Larry Allan Thomas		CON 2 PT LOT 22	271104000411700	0.209	25	0.34	0.0004	\$100.02
Yanni Bill		CON 2 PT LOT 22	271104000411900	0.418	25	0.68	0.0009	\$199.95
Fitzgerald Shawn Patrick		HUMBERSTONE CON 2 PT LOT 22	271104000412000	0.209	25	0.34	0.0004	\$100.07
Orlowski Jeffrey		CON 2 PT LOT 22 RP 59R4884	271104000412100	0.209	25	0.34	0.0004	\$100.02
Moes Frank Allan		HUMBERSTONE CON 2 PT LOT 22	271104000412200	0.357	25	0.58	0.0008	\$170.72
Boda Terry Joseph		CON 2 PT LOT 22	271104000412400	0.186	25	0.30	0.0004	\$88.88
Elite Capital P.C Developments Inc		CON 2 PT LOT 22	271104000412600	4.110	30	8.04	0.0105	\$2,359.42
Vale Canada Limited		CON 2 PT LOT 22 PT LOT 23	271104000412700	10.153	30	19.87	0.0258	\$5,827.80
Vale Canada Limited		CON 2 PT LOT 22 PT LOT 23	271104000412700	22.189	30	43.43	0.0565	\$12,736.89
Vale Canada Limited		CON 2 PT LOT 23	271104000412800	0.363	30	0.71	0.0009	\$208.54
NCDSB		CON 2 PT LOT 23	271104000412900	5.947	30	11.64	0.0151	\$3,413.79
Dyson Patrick James		CON 2 PT LOT 23	271104000413000	0.176	25	0.29	0.0004	\$84.14
Dyson Mary Lynn		CON 2 PT LOT 23	271104000413100	0.182	30	0.36	0.0005	\$104.19
Hortobagyi Zoltan		CON 2 PT LOT 23	271104000413200	0.186	25	0.30	0.0004	\$88.88
Wakunick Deborah Ivy		CON 2 PT LOT 24	271104000413300	0.085	25	0.14	0.0002	\$40.85
Wells Donna Louise		CON 2 PT LOT 23 PT LOT 24	271104000413400	0.828	25	1.35	0.0018	\$396.13
Vale Canada Limited		CON 2 PT LOT 23 PT LOT 24 RP	271104000413401	7.409	25	12.08	0.0157	\$3,544.32

Owner	Legal Text	Roll No	Area, Ha	Runoff Factor 'C'	QRF	QRF Ratio	
Vale Canada Limited	CON 2 PT LOT 23 PT LOT 24 RP	271104000413410	10.115	35	23.10	0.0300	\$6,774.19
Vale Canada Limited	CON 2 PT LOT 24 RP 59R10047	271104000413435	0.631	35	1.44	0.0019	\$422.51
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23	271104000414000	3.326	30	6.51	0.0085	\$1,909.44
Vale Canada Limited	CON 2 PT LOT 24	271104000414120	0.928	35	2.12	0.0028	\$621.68
2023165 Ontario Inc	CON 3 PT LOT 19 PT LOT 20	271104000506400	1.291	25	2.11	0.0027	\$617.56
Koch Olga	CON 3 LOT 19CPT	271104000506500	0.222	25	0.36	0.0005	\$106.05
Kozelj Stif	CON 3 PT LOT 20	271104000506600	0.079	25	0.13	0.0002	\$37.89
Orsetto Aldo	CON 3 PT LOT 20	271104000506700	4.228	30	8.27	0.0108	\$2,426.75
Currie Michael Bruce	CON 3 PT LOT 20	271104000506702	0.085	25	0.14	0.0002	\$40.80
Fijavz David	CON 3 PT LOT 20	271104000506703	0.334	25	0.54	0.0007	\$159.58
Levitt Corie	CON 3 PT LOT 20 PLAN 59R	271104000506710	0.212	25	0.34	0.0004	\$101.17
Michaud Antonio Abel	CON 3 PT LOT 20 RP 59R8240	271104000506800	0.271	25	0.44	0.0006	\$129.44
Henderson David Marshall	CON 3 PT LOT 20	271104000506801	11.011	35	25.14	0.0327	\$7,373.83
Babion Gail J	HUMBERSTONE CON 3 PT LOT 21	271104000506900	15.252	35	34.83	0.0453	\$10,214.09
Wagner Dan Patrick	CON 3 PT LOT 21	271104000507400	3.050	35	6.97	0.0091	\$2,042.84
Stovell David Alan	CON 3 PT LOT 21 59R8535	271104000507500	1.238	25	2.02	0.0026	\$592.40
Cooper Collin James Lee	CON 3 S PT LOT 21 S PT LOT	271104000508100	7.613	35	17.38	0.0226	\$5,098.67
Henderson Drew David	CON 3 PT LOT 22	271104000508301	1.055	35	2.41	0.0031	\$706.46
Beaulieu George E	CON 3 E PT LOT 23	271104000508900	0.388	25	0.63	0.0008	\$185.46
Garner Mark Edward	CON 3 PT LOT 23	271104000509100	0.346	25	0.56	0.0007	\$165.65
Joseph Grandilli	CON 3 PT LOT 23	271104000509300	0.082	25	0.13	0.0002	\$39.37
Stefan John	CON 3 PT LOT 23	271104000509400	0.016	25	0.03	0.0000	\$7.85
Johnson Raymond Francis Jr	CON 3 PT LOT 23 RP 59R10549	271104000510200	0.208	26	0.35	0.0005	\$103.68
Vance Gregory Thomas	CON 3 PT LOT 23 RP 59R10549	271104000510202	0.417	25	0.68	0.0009	\$199.52
Saxon Ronald Joseph	CON 3 PT LOT 23 PLAN	271104000510204	0.605	25	0.99	0.0013	\$289.50
Pilkey Dean Lloyd	CON 3 PT LOT 23 PLAN	271104000510206	0.597	25	0.97	0.0013	\$285.72
Schneider Darryl Frederick	CON 3 PT LOT 23	271104000510801	2.252	25	3.67	0.0048	\$1,077.11
Zonneveld Bastian	CON 3 PT LOT 24	271104000510900	0.103	25	0.17	0.0002	\$49.17
Terreberry Jack	CON 3 PT LOT 24	271104000511000	0.144	25	0.24	0.0003	\$68.98
Jacak Dominik	CON 3 PT LOT 24	271104000511300	0.347	25	0.57	0.0007	\$166.13
Moore Linda Ann	CON 3 PT LOT 24	271104000511400	0.099	25	0.16	0.0002	\$47.21
Moore Linda Ann	CON 3 PT LOT 24	271104000511500	0.029	25	0.05	0.0001	\$13.78
Medvic Peter James	CON 3 PT LOT 24	271104000511600	0.356	25	0.58	0.0008	\$170.06
McIntyre Shelly	CON 3 PT LOT 24	271104000511700	0.191	25	0.31	0.0004	\$91.41
City of Port Colborne	59R11175 PART 1 59R11176	271104000699500	0.630	35	1.44	0.0019	\$421.71
			311.038				
Roads							
City of Port Colborne	Sndier Rd from Hwy 3 to Killaly St E	ROW	2.033	85	11.27	0.0147	\$3,306.62
City of Port Colborne	Second Concession W of Snider Rd.	ROW	1.221	75	5.97	0.0078	\$1,752.36
City of Port Colborne	Snider Rd. from Hwy 3 to Second Conc	ROW	2.005	75	9.81	0.0128	\$2,876.95
City of Port Colborne	Snider Rd. N of Second Concession	ROW	0.071	85	0.40	0.0005	\$116.22
City of Port Colborne	Second Concession Rd. E of Babion	ROW	0.595	85	3.30	0.0043	\$968.19
City of Port Colborne	Babion Rd. from Hwy 3 to Second Concess	ROW	2.308	85	12.80	0.0166	\$3,753.26
City of Port Colborne	Chippawa Road	ROW	0.559	80	2.92	0.0038	\$854.95

Owner	Legal Text	Roll No	Area, Ha	Runoff Factor 'C'	QRF	QRF Ratio	
City of Port Colborne	Babion Rd. from 2nd to Chippawa	ROW	1.432	85	7.94	0.0103	\$2,329.34
City of Port Colborne	Snider Rd protion south of Killaly St E	ROW	0.353	80	1.84	0.0024	\$541.04
City of Port Colborne	Killaly St East W of Snider Rd	ROW	0.901	85	4.99	0.0065	\$1,464.94
City of Port Colborne	Killaly St E east of Snider	ROW	0.176	85	0.98	0.0013	\$286.73
City of Port Colborne	Second Concession from Snider to Babion	ROW	1.645	85	9.12	0.0119	\$2,675.64
MTO	Highway #3	ROW	3.281	85	18.19	0.0237	\$5,336.02
			16.581				
			327.619		768.83	1.00	\$225,489.15

Port Colborne Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Section 24 Special Benefit
Port Colborne Branch #1

				Length	Crossings \$/each	Channel Works	Culvert Works	Erosion Control	Other Works	Construction Sub-Total	Construction Total	Portion of Eng & Admin	TOTAL Special Benefit
Owner	Legal Text	Roll No	Area, Ha	Assessments									
City of Port Colborne - Lands Assessed										\$0.00	\$0.00		\$0.00
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801	271104000410710	0.107							\$0.00	\$0.00		\$0.00
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801	271104000410800	1.084							\$0.00	\$0.00		\$0.00
Hellinga Jack Simon	CON 2 PT LOT 22	271104000411000	5.247							\$0.00	\$0.00		\$0.00
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP	271104000411500	2.758							\$0.00	\$0.00		\$0.00
Parsons David Scott	CON 2 PT LOT 22	271104000411600	0.413							\$0.00	\$0.00		\$0.00
Leavere Larry Allan Thomas	CON 2 PT LOT 22	271104000411700	0.098							\$0.00	\$0.00		\$0.00
Yanni Bill	CON 2 PT LOT 22	271104000411900	0.418							\$0.00	\$0.00		\$0.00
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884	271104000412100	0.025							\$0.00	\$0.00		\$0.00
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23	271104000414000	3.308							\$0.00	\$0.00		\$0.00
			Sub-Total (Lands)	13.457									\$0.00
Roads													
City of Port Colborne	Snider Rd. from Hwy 3 to Second Conc	ROW	1.612							\$0.00	\$0.00		\$0.00
City of Port Colborne	Second Concession from Snider to Babion	ROW	0.022							\$0.00	\$0.00		\$0.00
City of Port Colborne	Second Concession W of Snider Rd.	ROW	0.501							\$0.00	\$0.00		\$0.00
MTO	Highway #3	ROW	0.547							\$0.00	\$0.00		\$0.00
			Sub-Total (Roads)	2.682									\$0.00
Total Assessments for City of Port Colborne:			16.139										\$0.00

Port Colborne Drain

				Length	Crossings \$/each	Channel Works	Culvert Works	Erosion Control	Other Works	Construction Sub-Total		Construction Total	Portion of Eng & Admin	TOTAL Special Benefit
Owner	Legal Text	Roll No	Area, Ha	Assessments										
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24	271102000718000	1.642							\$0.00		\$0.00		\$0.00
McLean William Richard Sam	CON 1 PT TWP LOT 23	271102001311300	0.095							\$0.00		\$0.00		\$0.00
Tomiuck Jonas	CON 1 PT TWP LOT 23	271102001311400	0.191							\$0.00		\$0.00		\$0.00
Scott Gregory George	CON 1 PT TWP LOT 23	271102001311500	0.190							\$0.00		\$0.00		\$0.00
Vale Canada Limited	CON 2 PT LOT 24	271102001312000	0.534							\$0.00		\$0.00		\$0.00
Port Colborne Quarries Inc	CON 2 PT LOTS 19 AND 20 RP	271104000315600	30.868							\$0.00		\$0.00		\$0.00
Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546	271104000315702	0.089							\$0.00		\$0.00		\$0.00
Port Colborne Quarries Inc	CON 2 PT LOT 19 PT LOT 20	271104000315800	35.112							\$0.00		\$0.00		\$0.00
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	0.583	105.6						\$0.00		\$0.00		\$0.00
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	6.726	329.1						\$0.00		\$0.00		\$0.00
City of Port Colborne	CON 1 PT LOTS 23, 24 RP	271104000408715	2.431	61						\$0.00		\$0.00		\$0.00
Schlenger Uszer	CON 1 PT LOT 23	271104000408800	0.373	18.2						\$0.00		\$0.00		\$0.00
Coccagna Anthony	CON 1 PT LOT 23	271104000408900	0.631	60.9						\$0.00		\$0.00		\$0.00
1346618 Ontario Ltd	CON 1 PT LOT 23	271104000409000	0.463	54.9						\$0.00		\$0.00		\$0.00
Ostric Milan	CON 1 PT LOT 23 RP 59R5797	271104000409100	0.201							\$0.00		\$0.00		\$0.00
1108904 Ontario Limited	CON 1 PT LOT 23 PT LOT 24	271104000409200	0.779							\$0.00		\$0.00		\$0.00
Favero Lidia	CON 1 PT LOT 23	271104000409300	0.202							\$0.00		\$0.00		\$0.00
Ed Christensen Roofing Limit	CON 1 PT LOT 23	271104000409400	0.190							\$0.00		\$0.00		\$0.00
Sauder William Edward	HUMBERSTONE CON 1 PT LOT 23	271104000409500	0.190							\$0.00		\$0.00		\$0.00
Stenson Ian John	CON 1 PT LOT 23	271104000409600	0.190							\$0.00		\$0.00		\$0.00
Polverari Giuseppe	CON 1 PT LOT 23	271104000409700	0.190							\$0.00		\$0.00		\$0.00
Vale Canada Limited	CON 1 PT LOT 23	271104000409800	4.106							\$0.00		\$0.00		\$0.00
Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410000	4.963	166.5				\$ 187.50		\$187.50		\$187.50		\$187.50
Huffman John Wayne	CON 2 PT LOT 21	271104000410400	0.071							\$0.00		\$0.00		\$0.00
Young Tammy Lynn	CON 2 PT LOT 21	271104000410500	0.107							\$0.00		\$0.00		\$0.00

Port Colborne Drain

				Length	Crossings \$/each	Channel Works	Culvert Works	Erosion Control	Other Works	Construction Sub-Total		Construction Total	Portion of Eng & Admin	TOTAL Special Benefit
Owner	Legal Text	Roll No	Area, Ha							Assessments				
Vollick Ronald Christopher	CON 2 PT LOT 21	271104000410600	0.159							\$0.00		\$0.00		\$0.00
Citrigno Angela	CON 2 PT LOT 21	271104000410700	0.168							\$0.00		\$0.00		\$0.00
Stark Raymond	CON 2 PT LOT 21 RP 59R4333	271104000410705	1.936							\$0.00		\$0.00		\$0.00
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801	271104000410710	2.899	100.8	\$ 710.00	\$ 4,702.59	\$ 355.00			\$5,057.59		\$5,057.59		\$5,057.59
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801	271104000410800	4.199	129.1	\$ 710.00		\$ 355.00			\$355.00		\$355.00		\$355.00
Stewart Scott James	CON 2 PT LOT 22 RP 59R 5732	271104000410810	0.407							\$0.00		\$0.00		\$0.00
Powell Bradley Kenneth	CON 2 PT LOT 22 RP59R4801	271104000410900	7.711	151.6						\$0.00		\$0.00		\$0.00
Hellinga Jack Simon	CON 2 PT LOT 22	271104000411000	5.411							\$0.00		\$0.00		\$0.00
Kinzie Patricia Helen	CON 2 PT LOT 21 RP 59R6766	271104000411200	1.202							\$0.00		\$0.00		\$0.00
Pipher Lynn Mae	CON 2 PT LOT 21 RP 59R6766	271104000411205	1.208							\$0.00		\$0.00		\$0.00
Scace Wesley	CON 2 PT LOT 21	271104000411300	0.067							\$0.00		\$0.00		\$0.00
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP	271104000411500	73.170	597						\$0.00		\$0.00		\$0.00
Parsons David Scott	CON 2 PT LOT 22	271104000411600	0.418							\$0.00		\$0.00		\$0.00
Leavere Larry Allan Thomas	CON 2 PT LOT 22	271104000411700	0.209							\$0.00		\$0.00		\$0.00
Yanni Bill	CON 2 PT LOT 22	271104000411900	0.418							\$0.00		\$0.00		\$0.00
Fitzgerald Shawn Patrick	HUMBERSTONE CON 2 PT LOT 22	271104000412000	0.209							\$0.00		\$0.00		\$0.00
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884	271104000412100	0.209							\$0.00		\$0.00		\$0.00
Moes Frank Allan	HUMBERSTONE CON 2 PT LOT 22	271104000412200	0.357							\$0.00		\$0.00		\$0.00
Boda Terry Joseph	CON 2 PT LOT 22	271104000412400	0.186							\$0.00		\$0.00		\$0.00
Elite Capital P.C Developmen	CON 2 PT LOT 22	271104000412600	4.110							\$0.00		\$0.00		\$0.00
Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	10.153	127						\$0.00		\$0.00		\$0.00
Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	22.189	542.7						\$0.00		\$0.00		\$0.00
Vale Canada Limited	CON 2 PT LOT 23	271104000412800	0.363							\$0.00		\$0.00		\$0.00
NCDSB	CON 2 PT LOT 23	271104000412900	5.947							\$0.00		\$0.00		\$0.00
Dyson Patrick James	CON 2 PT LOT 23	271104000413000	0.176							\$0.00		\$0.00		\$0.00
Dyson Mary Lynn	CON 2 PT LOT 23	271104000413100	0.182							\$0.00		\$0.00		\$0.00
Hortobagyi Zoltan	CON 2 PT LOT 23	271104000413200	0.186							\$0.00		\$0.00		\$0.00
Wakunick Deborah Ivy	CON 2 PT LOT 24	271104000413300	0.085							\$0.00		\$0.00		\$0.00
Wells Donna Louise	CON 2 PT LOT 23 PT LOT 24	271104000413400	0.828							\$0.00		\$0.00		\$0.00
Vale Canada Limited	CON 2 PT LOT 23 PT LOT 24 RP	271104000413401	7.409							\$0.00		\$0.00		\$0.00
Vale Canada Limited	CON 2 PT LOT 23 PT LOT 24 RP	271104000413410	10.115							\$0.00		\$0.00		\$0.00
Vale Canada Limited	CON 2 PT LOT 24 RP 59R10047	271104000413435	0.631							\$0.00		\$0.00		\$0.00
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23	271104000414000	3.326							\$0.00		\$0.00		\$0.00
2023165 Ontario Inc	CON 3 PT LOT 19 PT LOT 20	271104000506400	1.291							\$0.00		\$0.00		\$0.00
Koch Olga	CON 3 LOT 19CPT	271104000506500	0.222							\$0.00		\$0.00		\$0.00
Kozelj Stif	CON 3 PT LOT 20	271104000506600	0.079							\$0.00		\$0.00		\$0.00
Orsetto Aldo	CON 3 PT LOT 20	271104000506700	4.228							\$0.00		\$0.00		\$0.00
Currie Michael Bruce	CON 3 PT LOT 20	271104000506702	0.085							\$0.00		\$0.00		\$0.00
Fijavz David	CON 3 PT LOT 20	271104000506703	0.334							\$0.00		\$0.00		\$0.00
Levitt Corie	CON 3 PT LOT 20 PLAN 59R	271104000506710	0.212							\$0.00		\$0.00		\$0.00
Michaud Antonio Abel	CON 3 PT LOT 20 RP 59R8240	271104000506800	0.271							\$0.00		\$0.00		\$0.00
Henderson David Marshall	CON 3 PT LOT 20	271104000506801	11.011							\$0.00		\$0.00		\$0.00
Babion Gail J	HUMBERSTONE CON 3 PT LOT 21	271104000506900	15.252							\$0.00		\$0.00		\$0.00
Wagner Dan Patrick	CON 3 PT LOT 21	271104000507400	3.050							\$0.00		\$0.00		\$0.00
Stovell David Alan	CON 3 PT LOT 21 59R8535	271104000507500	1.238							\$0.00		\$0.00		\$0.00
Cooper Collin James Lee	CON 3 S PT LOT 21 S PT LOT	271104000508100	7.613							\$0.00		\$0.00		\$0.00
Henderson Drew David	CON 3 PT LOT 22	271104000508301	1.055							\$0.00		\$0.00		\$0.00
Beaulieu George E	CON 3 E PT LOT 23	271104000508900	0.388							\$0.00		\$0.00		\$0.00
Garner Mark Edward	CON 3 PT LOT 23	271104000509100	0.346							\$0.00		\$0.00		\$0.00
Joseph Grandilli	CON 3 PT LOT 23	271104000509300	0.082							\$0.00		\$0.00		\$0.00
Stefan John	CON 3 PT LOT 23	271104000509400	0.016							\$0.00		\$0.00		\$0.00
Johnson Raymond Francis Jr	CON 3 PT LOT 23 RP 59R10549	271104000510200	0.208							\$0.00		\$0.00		\$0.00
Vance Gregory Thomas	CON 3 PT LOT 23 RP 59R10549	271104000510202	0.417							\$0.00		\$0.00		\$0.00
Saxon Ronald Joseph	CON 3 PT LOT 23 PLAN	271104000510204	0.605							\$0.00		\$0.00		\$0.00
Pilkey Dean Lloyd	CON 3 PT LOT 23 PLAN	271104000510206	0.597							\$0.00		\$0.00		\$0.00
Schneider Darryl Frederick	CON 3 PT LOT 23	271104000510801	2.252							\$0.00		\$0.00		\$0.00
Zonneveld Bastian	CON 3 PT LOT 24	271104000510900	0.103							\$0.00		\$0.00		\$0.00

Port Colborne Drain

				Length	Crossings \$/each	Channel Works	Culvert Works	Erosion Control	Other Works	Construction Sub-Total		Construction Total	Portion of Eng & Admin	TOTAL Special Benefit	
Owner	Legal Text	Roll No	Area, Ha	Assessments											
Terreberry Jack	CON 3 PT LOT 24	271104000511000	0.144							\$0.00		\$0.00		\$0.00	
Jacak Dominik	CON 3 PT LOT 24	271104000511300	0.347							\$0.00		\$0.00		\$0.00	
Moore Linda Ann	CON 3 PT LOT 24	271104000511400	0.099							\$0.00		\$0.00		\$0.00	
Moore Linda Ann	CON 3 PT LOT 24	271104000511500	0.029							\$0.00		\$0.00		\$0.00	
Medvic Peter James	CON 3 PT LOT 24	271104000511600	0.356							\$0.00		\$0.00		\$0.00	
McIntyre Shelly	CON 3 PT LOT 24	271104000511700	0.191							\$0.00		\$0.00		\$0.00	
City of Port Colborne	59R11175 PART 1 59R11176	271104000699500	0.630	20.7						\$0.00		\$0.00		\$0.00	
Roads			310.110												
City of Port Colborne	Sndier Rd from Hwy 3 to Killaly St E	ROW	2.033							\$0.00		\$0.00		\$0.00	
City of Port Colborne	Second Concession W of Snider Rd.	ROW	1.221							\$0.00		\$0.00		\$0.00	
City of Port Colborne	Snider Rd. from Hwy 3 to Second Conc	ROW	2.005							\$0.00		\$0.00		\$0.00	
City of Port Colborne	Snider Rd. N of Second Concession	ROW	0.071	28.4						\$0.00		\$0.00		\$0.00	
City of Port Colborne	Second Concession Rd. E of Babion	ROW	0.595							\$0.00		\$0.00		\$0.00	
City of Port Colborne	Babion Rd. from Hwy 3 to Second Concess	ROW	2.308							\$0.00		\$0.00		\$0.00	
City of Port Colborne	Chippawa Road	ROW	0.559							\$0.00		\$0.00		\$0.00	
City of Port Colborne	Babion Rd. from 2nd to Chippawa	ROW	1.432							\$0.00		\$0.00		\$0.00	
City of Port Colborne	Snider Rd protion south of Killaly St E	ROW	0.353							\$0.00		\$0.00		\$0.00	
City of Port Colborne	Killaly St East W of Snider Rd	ROW	0.901							\$0.00		\$0.00		\$0.00	
City of Port Colborne	Killaly St E east of Snider	ROW	0.176							\$0.00		\$0.00		\$0.00	
City of Port Colborne	Second Concession from Snider to Babion	ROW	1.645							\$0.00		\$0.00		\$0.00	
MTO	Highway #3	ROW	3.281							\$0.00		\$0.00		\$0.00	
			16.581												
														\$	5,600.09

Section 26 - Special Assessments

As per Section 26 of the Drainage Act, the following costs are to be charged directly to the Road Authorities listed as SPECIAL ASSESSMENTS.

Agency	Items	A. Portion of General Construction Costs	B. Channel Improvement Works	C. Culvert Improvement Works	D. Erosion and Sediment Control Works	E. Other Improvement Works	Total Construction Costs	Portion of Administration Costs	TOTAL Special Assessment
Port Colborne Branch #1									
City of Port Colborne	Assessed special benefit for improving Snider road outlet.		\$ 3,940				\$ 3,940	\$ 3,068	\$7,008.46
Regional Municipality of Niagara	No works proposed						\$ -	\$ -	\$0.00
MINISTRY OF TRANSPORTATION ONTARIO		\$ 4,000					\$ 4,000	\$ 3,115	\$7,115.18
Utilities - Enbridge	No conflicts assessed during design						\$ -	\$ -	\$0.00
Utilities - Other	No conflicts assessed during design						\$ -	\$ -	\$0.00
									\$14,123.64

Port Colborne Drain

City of Port Colborne	Extend drain along Babion Rd. to Second Concession.								
	Re-lay culverts at Second Concession Rd.		\$ 8,890	\$ 2,563		\$ 500	\$ 11,953	\$ 28,496	\$40,448.80
Regional Municipality of Niagara	No works proposed						\$ -		\$0.00
MINISTRY OF TRANSPORTATION ONTARIO					\$1,500.00		\$ 1,500	\$ 3,576	\$5,076.19
Utilities - Enbridge	No conflicts assessed during design						\$ -		\$0.00
Utilities - Other	No conflicts assessed during design						\$ -		\$0.00
									\$45,525.00

Appendix C: Past Financing and Cost Reports



Fw: invoicing

1 message

alanavanderveen@portcolborne.ca <alanavanderveen@portcolborne.ca>
To: "Paul Marsh (pcmarsh)" <pcmarsh@ewaeng.com>

Tue, Dec 17, 2019 at 4:02 PM

Paul, as per our discussions on the Port Colborne drain wetland and fordings.

Thank you,

Alana Vander Veen
Drainage Superintendent
City of Port Colborne
alanavanderveen@portcolborne.ca
905-835-2900 x 291

"Serving You to Create an Even Better Community"

Working Smoke and Carbon Monoxide Alarms Save Lives

This message, including any attachments, is privileged and intended only for the person (s) named above. This material may contain confidential or personal information which may be subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. Any other distribution, copying or disclosure is strictly prohibited. If you are not the intended recipient or have received this message in error, please notify us immediately by telephone, fax or email and permanently delete the original transmission from us, including any attachments, without making a copy.

----- Forwarded by Alana Vander Veen/Port_Notes on 2019-12-17 04:02 PM -----

From: Deanna Lindblad <djindblad@npca.ca>
To: "henribennemeer@portcolborne.ca" <henribennemeer@portcolborne.ca>, "alanavanderveen@portcolborne.ca" <alanavanderveen@portcolborne.ca>
Date: 2016-01-07 09:14 AM
Subject: RE: invoicing

Hello,
Below are the reworked numbers for the invoices.
Thank you Henri for catching my mistake about the low level crossings.
deanna

KONC:
Excavation of wetland \$7,571.00 (incl HST)
Low level crossing \$ 1,243.00 (incl HST)
TOTAL: \$8,814.00
Total will need to be in access of \$ 11,800 in order for this amount to be paid by NPCA. *See details below.

VANRUYVEN:
Excavation of wetland \$2,721.00 (incl HST)
Low level crossing \$1,243.00 (incl HST)
TOTAL: \$3,964.00
Total will need to be in access of \$5300 in order for this amount to be paid by NPCA. *See details below.

*Now because our program can only pay 75% of the cost of the project and it is our understanding that the City through your funding is covering the 25% on behalf of the landowner through your additional funding source, I will need the invoice to show that the totals above are no more than 75% of the cost. I know that the trucking of the soil off site will be more than that 25% so be sure that the invoice you send me shows that amount please.

**I will need that invoice by the end of the year in order to process by our drop dead date in the first week of January.

Deanna L. Lindblad
Restoration Project Lead
Niagara Peninsula Conservation Authority
250 Thorold Road, West, 3rd floor,
Welland, ON L3C 3W2
905-788-3135 x237
djindblad@npca.ca

CERTIFICATE

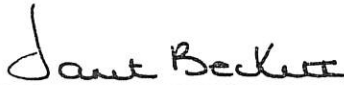
TO: Borden Ladner Gervais LLP

IN THE MATTER OF By-law Number 71-2007 (the "**Debenture By-law**") authorizing an issue of instalment debentures of The Regional Municipality of Niagara (the "**Upper-tier Municipality**") in the aggregate principal amount of \$22,809,804.00 - \$845,000.00 of which relates to The Corporation of the City of Port Colborne (the "**Lower-tier Municipality**");

AND IN THE MATTER OF certain authorizing by-laws of the Lower-tier Municipality.

I, Janet Beckett, refer to my declaration declared July 5th, 2007. I hereby certify that all statements contained in such declaration are true and correct as at the date hereof.

DATED at the City of Port Colborne as at the 10th day of July, 2007.



Janet Beckett,
Clerk

City of Port Colborne

DATE: APRIL 23RD, 2007

MOVED BY COUNCILLOR G. BRUNO

SECONDED BY COUNCILLOR B. Butters

WHEREAS the Council of the Corporation of the City of Port Colborne passed By-law No. 4988/44/07 Being a By-law to Authorize the Borrowing of the Sum of Seven Hundred and Forty-Five Thousand Dollars (\$745,000) Upon the Issuance of Debentures for Such Purposes, for the construction of Wignell and Michener Municipal Drains;

WHEREAS the estimated cost of construction of the Wignell and Michener Municipal Drains amount to \$745,000;

WHEREAS it is deemed desirable to issue debentures in the amount of \$745,000 in accordance with the terms of the various authorizing by-laws applicable to such expenditures;

NOW THEREFORE be it resolved by the Council of the Corporation of the City of Port Colborne as follows:

THAT the City Clerk be and is hereby directed to request the Council of the Regional Municipality of Niagara to issue debentures, on behalf of the said City of Port Colborne in the amount of \$745,000 to finance the construction of the Wignell and Michener Municipal Drains and to be a 10 year debenture;

AND THAT the City Clerk and the Treasurer be and they are hereby directed to make available to the said Regional Municipality of Niagara certified copies of all By-laws and Orders of the Ontario Municipal Board applicable and all other information required in this connection, to ensure the issue of the said debentures in the amount of \$745,000. for the construction of the Wignell and Michener Municipal Drains as described in the attached schedule.

Vance Badawey (sgd.)
MAYOR

No.....

CITY OF PORT COLBORNE
CERTIFIED TRUE AND CORRECT COPY
City Clerk Jane Beckett
05/01/07

THE CORPORATION OF THE CITY OF PORT COLBORNE

BY-LAW NO. 4988/44/07

BEING A BY-LAW TO AUTHORIZE
THE BORROWING OF THE SUM OF
SEVEN HUNDRED AND FORTY-FIVE THOUSAND DOLLARS
(\$745,000)
UPON THE ISSUANCE OF DEBENTURES FOR SUCH PURPOSES

WHEREAS Section 401(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes the municipality to borrow money or incur a debt for municipal purposes and may issue debentures for the money borrowed or for the debt.

WHEREAS the Council of the Corporation of the City of Port Colborne deemed it desirable to undertake the following Capital Project in 2007 by issuance of debentures:

The construction of the Wignell and Michener Municipal Drains, as approved by Council in the Department of Operational, Planning & Development Services Report No. 2007-25, for the amount of \$745,000.

WHEREAS the Treasurer of the Corporation of the City of Port Colborne has confirmed that the debt repayment limit for the City of Port Colborne has been updated and this project will not cause the Corporation to exceed its limit.

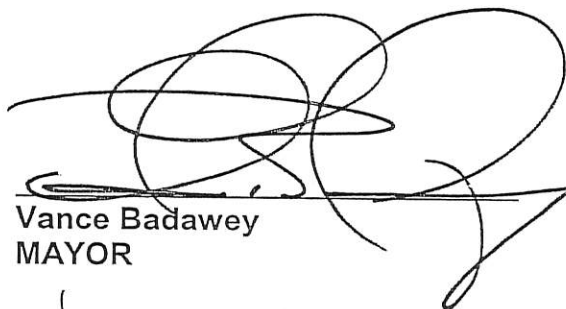
**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY
OF PORT COLBORNE ENACTS AS FOLLOWS:**

1. In this By-law:


"Council" means the Council of the Corporation of the City of Port Colborne.
"Corporation" means the Corporation of the City of Port Colborne.
2. The Council authorizes and approves the Capital Project, being the construction of the Wignell and Michener Municipal Drains in 2007 for the amount of \$745,000.
3. That the cost of the project, namely \$745,000, to be borne by the ratepayers within the Wignell and Michener Municipal Drain Watershed, shall be paid for by the issue and sale of debentures for the amount of \$745,000 over a period of ten (10) years.
4. Any debentures to be issued by the Council of the Regional Municipality of Niagara, with respect to the said project or part thereof, shall bear interest at such rate or rates as shall be determined by the Regional Council.

5. The Mayor and Treasurer are hereby authorized on behalf of the Corporation to borrow from any bank, person, firm or corporation from time to time, pending the issue and sale of debentures, any money necessary to meet the expenditures incurred up to the amount of the estimated cost thereof, and the Mayor and Treasurer are hereby authorized to execute a promissory note or notes thereof and the Clerk is hereby authorized to affix the corporate seal thereto.
6. The City Clerk of the Corporation is hereby authorized and directed to request the Council of the Regional Municipality of Niagara to borrow money for the purposes hereinbefore set out to a maximum amount of \$745,000 and to issue debentures therefore to the credit of the Regional Corporation and to suggest to the Regional Municipality of Niagara that such debentures shall be payable within ten (10) years.

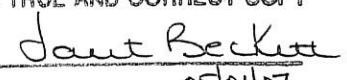
READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
23rd DAY OF APRIL, 2007.



Vance Badawey
MAYOR



Janet Beckett
CITY CLERK

CITY OF PORT COLBORNE
CERTIFIED TRUE AND CORRECT COPY
City Clerk 
05/01/07



APPROVED BY
COUNCIL
APR 23 2007
J. BECKETT
CITY CLERK
CITY OF PORT COLBORNE

DEPARTMENT OF OPERATIONAL
PLANNING & DEVELOPMENT SERVICES

Report No. 2007-25

Agenda Date: April 23, 2007

Division: Engineering Division

Subject: FINANCING OF THE WIGNELL-MICHENER MUNICIPAL DRAINS

RECOMMENDATION:

That the Council of the City of Port Colborne approve the works contained in this report for the construction of the Wignell and Michener Municipal Drains.

That the Council of the City of Port Colborne approve the attached resolution to authorize the Regional Municipality of Niagara to issue the debenture in the amount of \$745,000.00 over a period of 10 years for the works related to construction for the Wignell and Michener Drains.

That the Council of the City of Port Colborne authorize the City Clerk and Mayor to sign the appropriate by-law to authorize the issuance of debentures by the Region.

Purpose of the Report

The City of Port Colborne has appointed Wiebe Engineering Group to prepare a report for the repair and improvement of the Wignell, Michener M - 1 and the Michener M - 2 Municipal Drains. The estimated cost of the work is \$780,000.00 and Council should consider debenturing the cost of this project as the City cannot finance this amount on behalf of the benefiting landowners within the watershed.

Analysis

Council appointed Wiebe Engineering Group on December 21, 2001 to prepare a drainage report for the Wignell and Michener Municipal Drains, under the appropriate sections of *The Drainage Act, R.S.O. 1990*. The primary reason for the Report was to amalgamate 5 different by-laws for various portions of the Wignell Municipal Drain into one by-law, to confer municipal drain status on a short section connecting two portions of the Wignell Drain, to update the assessment schedules to reflect current land use and watershed boundaries, and to provide for needed repairs and improvements.

The "on-site" meeting for this project was held the evening of January 9, 2002 and was attended by about 90 landowners as well as Councillors Butters and Bodner. Many issues were raised and discussed at the meeting, including a storm water management system to control discharge of sediment and nutrients into Lorraine Bay, the ongoing erosion problem in the muck type soils in the portion of the Wignell Drain located south of the Friendship Trail, and others.

A treatment wetlands / storm water management system was designed, however, the cost was so high that it was decided not to proceed with that as part of the Report. The concept has not been abandoned, we are trying to receive funding for the wetlands through Water Smart Niagara. Concerns were raised about contaminants in the sediment in the bottom of the drain, so soil samples of the drain bottom were taken and tested and the test results indicate that the sediment is within provincial guidelines so the excavated material is safe to spread along the side of the drain.

The existing building housing the pump at Lakeshore Road East must be replaced, the starter on the pump inside the building must be replaced, the controller for the Grindex pump on the north side of the floodgates must be moved to inside the building, "bubblers" must be installed inside the pump wetwell to prevent freezing, the existing transformer must be upgraded to provide more power, the power supply cables must be moved underground, the floodgates require remedial work, and various

electrical components and installations for the pumps and floodgates must be upgraded to meet current Hydro regulations.

Erosion continues to worsen, to the extent that we had to install a concrete block wall along the Smith property between Snider Road and the Cemetery at a cost of \$226,000. Repairs and improvements are required all along the Wignell and Michener Drains to improve flows and reduce erosion.

The work has escalated beyond what was originally considered when the engineer was appointed in late 2001. The cost of the required works is now estimated at \$780,000, as follows:

■	Construction: Main Drain = \$400,000 (includes the \$226,000 for the concrete wall)	
	Wignell W-1 = \$38,000	
	Wignell W-2 = \$23,000	
	Michener M-1 = \$15,000	
	Michener M-2 = \$56,000	
	Total construction & Contingency = \$532,000	
■	Allowances =	\$53,000
■	Engineering & Administration =	\$151,000
■	GST =	\$44,000
■	TOTAL COST =	\$780,000

Resource Implications

The estimated \$780,000 cost will have to be borne upfront by the municipality. It is estimated that approximately 15% of that cost will be assessed to City owned lands and road allowances and the remainder will be invoiced to affected landowners within the watershed. The actual cost to be debentured, net of GST and commission/legal fees, amounts to \$745,000.00.

Policies Affecting The Proposal

The attached resolution provides the authority for the Region to issue a 10 year debenture for the construction of the Wignell and Michener Drains . This confirms that the Treasurer has updated the municipalities 2006 annual repayment limit respecting long term debt and financial obligations and determined that the estimated annual amount payable in respect of the drain construction, the additional cost amount and additional debenture authority, would not cause the municipality to reach or to exceed the updated 2006 limit.

Comments From Relevant Departments, Agencies & Corporate Partners

None.

Alternatives

None

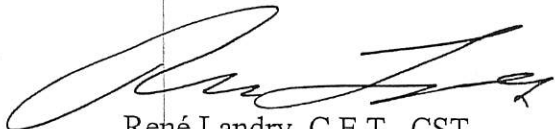
Conclusions

That the construction of the Wignell and Michener Drains be approved with financing from the issuance of debentures from the Region in the amount of \$745,000.00. Costs will be recovered from the affected landowners following completion of the works.

Attachments

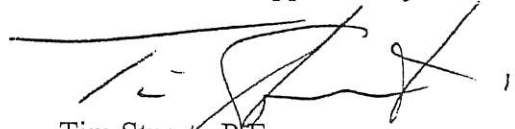
The attached by-law and resolution is required to authorize the borrowing of \$745,000.00 upon the issuance of debentures by the Region in June, 2007.

Prepared by:



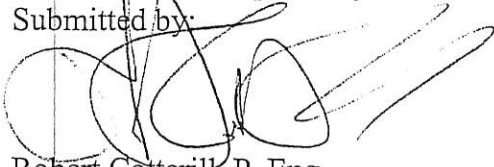
René Landry, C.E.T., CST
Drainage Superintendent
Engineering Assistant

Reviewed and Approved by:



Tim Stuart, P.Eng.
Director of Operational, Planning
and Development Services

Approved and Respectfully
Submitted by:



Robert Cotterill, P. Eng.
Chief Administrative Officer

Financing strategy reviewed and
Approved by:



Peter Senese
Director of Community & Corporate
Services

Wignell/Michener Debenture

	Debenture Fee	December 31, 2007.	2008 TOTAL	December 31, 2008.	2009 TOTAL	December 31, 2009.	2010 TOTAL	December 31, 2010.	2011 TOTAL	December 31, 2011.	2012 TOTAL	December 31, 2012.	2013 TOTAL	December 31, 2013.	2014 TOTAL	December 31, 2014.	2015 TOTAL	December 31, 2015.	2016 TOTAL	December 31, 2016.	2017 TOTAL	December 31, 2017.	Total Interest Paid
Total		\$ 745,000.00		\$ 685,773.55		\$ 623,570.98		\$ 558,277.98		\$ 489,704.23		\$ 417,715.44		\$ 342,126.42		\$ 262,748.73		\$ 179,397.98		\$ 91,889.76		\$ -	
	\$ 6,065.29		\$ 96,388.48		\$ 96,422.90		\$ 96,485.90		\$ 96,556.81		\$ 96,577.48		\$ 96,614.26		\$ 96,661.28		\$ 96,665.48		\$ 96,613.74		\$ 96,576.12		
PRINC.			\$ 59,226.45		\$ 62,192.57		\$ 65,303.00		\$ 68,573.75		\$ 71,988.79		\$ 75,589.02		\$ 79,377.69		\$ 83,350.75		\$ 87,508.22		\$ 91,889.76		
INT.			\$ 37,162.03		\$ 34,230.33		\$ 31,182.90		\$ 27,983.06		\$ 24,588.69		\$ 21,025.24		\$ 17,283.59		\$ 13,314.73		\$ 9,105.52		\$ 4,686.36		\$ 220,562.45

2007-2009 Contract cost for Rankin Construction																							
Retaining Wall	\$241,254.45																						
Erosion Protection Wall																							
Engineering Fee	\$27,894.59	\$2,191.23		\$13,425.67		\$12,366.52		\$11,265.57		\$10,109.55		\$8,883.25		\$7,595.87		\$6,244.11		\$4,810.26		\$3,289.59		\$1,693.06	\$79,683.45
2001-2007 Weibe																							
Engineering Fees	\$100,750.62	\$820.24		\$5,025.63		\$4,629.16		\$4,217.04		\$3,784.31		\$3,325.27		\$2,843.36		\$2,337.36		\$1,800.63		\$1,231.39		\$633.76	\$29,827.92
	\$369,899.66	\$3,011.47		\$18,451.31		\$16,995.69		\$15,482.61		\$13,893.86		\$12,208.52		\$10,439.23		\$8,581.47		\$6,610.89		\$4,520.98		\$2,326.82	\$ 109,511.38
				4.99%		4.59%		4.19%		3.76%		3.30%		2.82%		2.32%		1.79%		1.22%		0.63%	29.61%

Appendix D: Supplementary Information

**City of Port Colborne
Regular Committee of the Whole Meeting 16-18
Minutes**

Date: July 23, 2018

Time: 6:30 p.m.

Place: Council Chambers, Municipal Offices, 66 Charlotte Street, Port Colborne

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

Absent: Y. Doucet, Councillor (due to vacation)
J. Mayne, Councillor (leave of absence)

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

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

1. Call to Order:

Mayor Maloney called the meeting to order.

2. Introduction of Addendum Items:

Nil.

3. Confirmation of Agenda:

Moved by Councillor B. Kenny
Seconded by Councillor A. Desmarais

That the agenda dated July 23, 2018 be confirmed, as circulated or as amended.

CARRIED.

2. Engineering and Operations Department, Engineering Division, Report 2018-103, Subject: Wignell, Michener, Port Colborne and Beaverdam Municipal Drains Engineer Appointment

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

That the appointment of Paul Smeltzer P. Eng. of AMEC(FW) be rescinded as per Section 39(2) Chapter D.17 of the *Drainage Act R.S.O. 1990*; and

That Paul Marsh P. Eng. of EWA Engineers Inc. be appointed under Section 78(1) Chapter D.17 of the *Drainage Act R.S.O. 1990*, and that this appointment become effective once the conditions of Section 78(2) have been met; and

That staff be authorized to execute a petition under Section 4 Chapter D.17 of the *Drainage Act R.S.O. 1990* to initiate/incorporate any new works related to municipal roads and/or property; and

That Paul Marsh P. Eng. of EWA Engineers Inc., be appointed under Section 8 Chapter D.17 of the *Drainage Act R.S.O. 1990* for the new works contemplated and any additional petitions under Section 4, related to the Wignell, Michener Port Colborne and Beaver Dam Drains, that may come forward during the Drainage Act process; and

That the Mayor and Clerk be authorized to sign the requisite Engineering Services Agreement for the preparation of new engineer(s) reports for the Wignell, Michener, Port Colborne and Beaverdam Municipal Drains.

CARRIED.

14. Notice of Motion:

Nil.

15. Adjournment:

Moved by Councillor F. Danch
Seconded by Councillor D. Elliott

That the Committee of the Whole meeting be adjourned at approximately 7:31p.m.

CARRIED.

AL/cm

**WIGNELL MUNICIPAL DRAIN
W2 RELOCATION
W1 ABANDONMENT**

ENGINEER'S REPORT

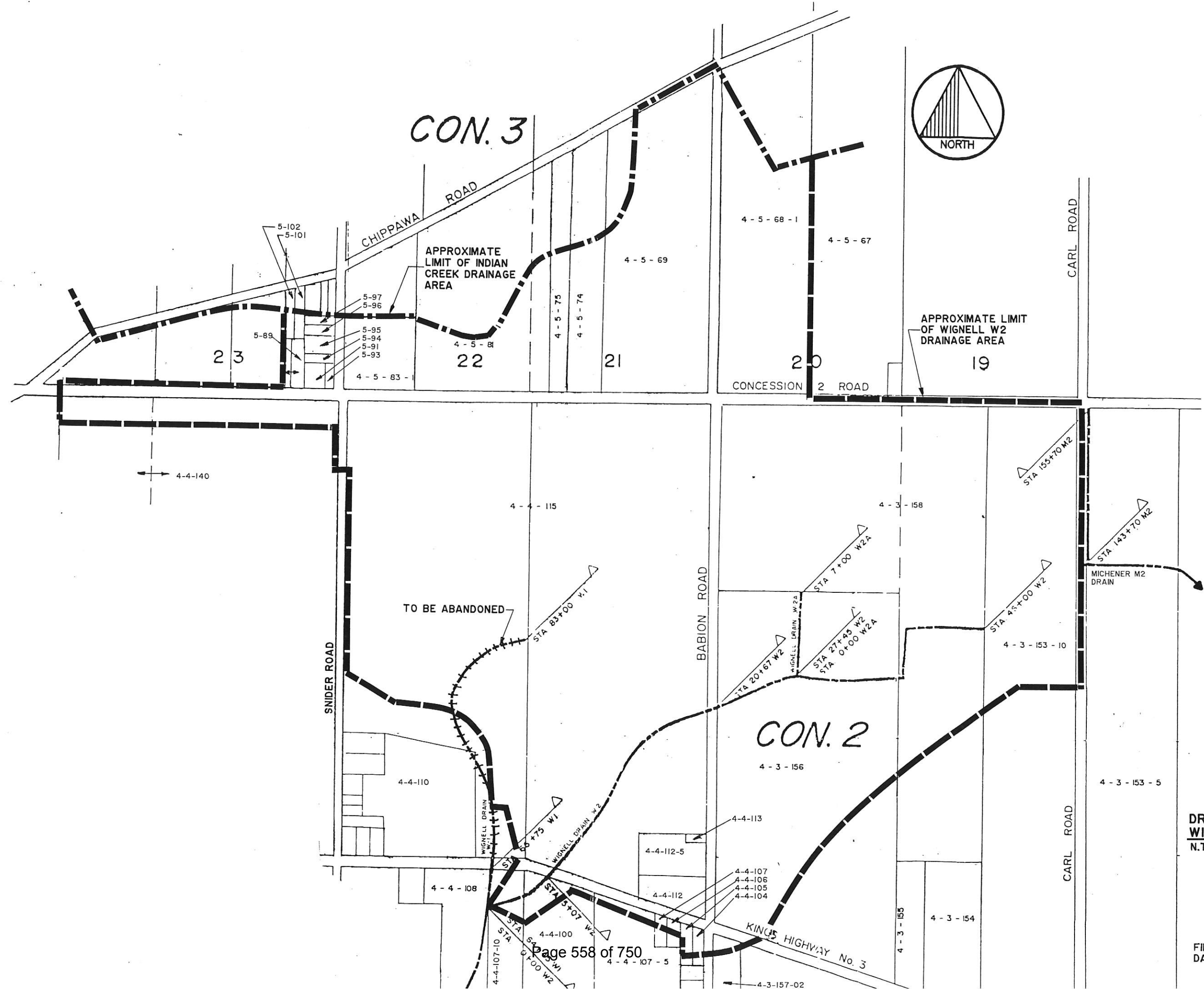
**CITY OF PORT COLBORNE
Regional Municipality of Niagara**

DATED: FEBRUARY 19, 1999

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**WIEBE ENGINEERING GROUP INC.
CONSULTING ENGINEERS & PROJECT MANAGERS**

826 East Main Street
WELLAND, Ontario
L3B 3Y9
Ph. (905) 735-4522
Fax (905) 735-5355
E-mail: wiebe@vaxxine.com



DRAINAGE PLAN
WIGNELL W2 DRAIN
N.T.S

Report Number: 2013- 1**Date: January 14, 2013****SUBJECT: Wignell/Michener & Beaverdam Drains – Abandonments & Subsequent Connections****1. PURPOSE:**

This report prepared by Henri Bennemeer, Drainage Superintendent has been authorized by Chris Lee, Manager of Projects & Design in response to a request from Port Colborne Quarries to have the Wignell 2A (W-2A) and a portion of the Wignell 2 (W-2) east of Babion Road abandoned and to have a remnant portion of the Wignell 2 watershed redirected to the Michener 2 (M2). The purpose of this report is to provide Council with background information and requisite actions.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Some years previous, circa 1998 the former owners of Port Colborne Quarries had requested that certain portions of the Wignell Municipal Drain system (W-1, W-2 & W-2A) be abandoned (see attached plan). An engineer's report was prepared by Wiebe Engineering Group dated February 19, 1999 dealing with an initial request to have a portion of the W-2 drain west of Babion Road, within the quarry lands, relocated as part of their rehabilitation plan, as well as the abandonment of a portion of the W-1 drain. The request to have the W-2 & W-2A drains abandoned was postponed until sometime in the future, when needed.

As Council may be aware the Wignell/Michener Municipal Drain Report has been under review for a number of years through a former appointment of Wiebe Engineering Group Inc. and more recently, combined with the Beaverdam Municipal Drain, through the appointment of AMEC Environment & Infrastructure. Throughout the review process, in discussions between AMEC and the current owner of Port Colborne Quarries (who now wish to move the abandonments forward), it was anticipated that the report, including the abandonments, would be finalized by the time quarry operations necessitated the removal of the aforementioned drains and ancillary works related to the redirection of the remnant portion of the W-2 watershed. A number of factors have affected this timing, namely the scope of the project and increased activity at the quarry that has moved the timelines forward, requiring that interim or alternate measures under the Drainage Act be taken.

3) STAFF COMMENTS AND DISCUSSIONS

Under Section 84 Chapter D.17 of the Drainage Act R.S.O. the Council of the initiating municipality may give notice on its own initiative, to the property owners affected, of its intention to abandon a drainage works or part thereof as specified in the notice, without any written request of the landowners assessed for benefit, in respect of the drainage

works. If within ten days of the mailing of the notice, no landowners receiving the notice request that an engineer's report be prepared on the proposed abandonment, then Council may by by-law abandon the drainage works or part thereof and thereafter the municipality will have no further obligation with respect to the drainage works.

In the case of the abandonment of the W-2 and W-2A east of Babion Road there are only two properties affected, that of Port Colborne Quarries, through which the drains pass and that of Mr. Paul Fehrman, who's lands drain into the W-2 at their west property line with Port Colborne Quarries. In discussions with both property owners, neither require the report of an engineer for the abandonment, provided that the drainage of the Fehrman lands can be redirected to the east into the M-2 drain.

In regard to redirecting or subsequently connecting lands to a drainage works to which the lands are not assessed, Section 65(3) & 65(5) Subsequent Connections to a Drainage Works, Chapter D.17 of the Drainage Act R.S.O. 1990, respectively provides for the clerk to instruct an engineer to inspect the subject lands and to assess it for a just proportion of the drainage works and to provide for Council authority to allow the connection. Again, similar to the abandonment, there will be no appeals as all construction costs and engineering related to the subsequent connection process are to be borne by Port Colborne Quarries. Staff is in receipt of the appropriate documentation from both parties in regard to the aforementioned requests/releases/commitments.

As a further assurance the new report by AMEC will address any oversights and or inequities that may develop as a result of this alternative measure.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

This is an option. However, it would cause serious hardship and additional costs to Port Colborne Quarries if they were delayed until the outcome of the Engineer's Report on the Wignell/Michener Municipal Drain.

b) Other Options

None.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

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

6) ATTACHMENTS

Aerial plan of the subject area.

7) RECOMMENDATION

- A. That Council receives this report as information.**
- B. That Council hereby authorizes the subsequent connection of the Fehrman lands identified as Roll # 2711-040-003-15310 to the Michener M-2 Municipal Drain.**
- C. That the City Clerk be authorized to send notice to the affected parties as defined in Section 84(2) Chapter D.17 of the Drainage Act R.S.O. 1990 and to prepare the appropriate by-law for the abandonment of those portions of the Wignell W-2 and W-2A Municipal Drains east of Babion Road, which by-law will come into effect once the conditions of Section 84(5) Chapter D.17 of the Drainage Act R.S.O. 1990 are met.**

8) SIGNATURES

Prepared on January 2, 2013

Reviewed by:

Henri Bennemeer
Drainage Superintendent

Chris Lee
Manager of Projects & Design

Reviewed by:

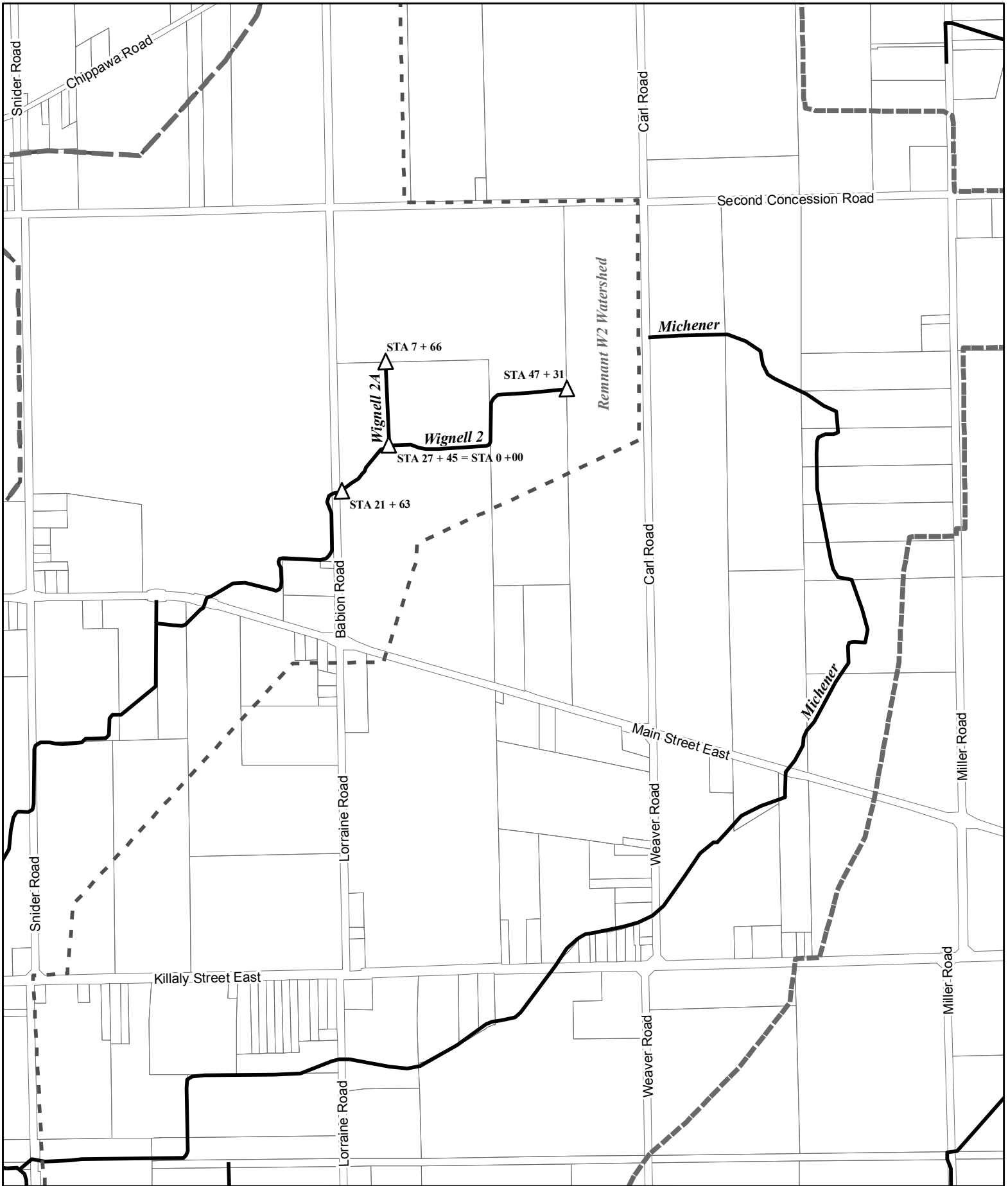
Reviewed by:




Ron Hanson, C.E.T.
Director, Engineering & Operations

Peter Senese
Director of Corporate and Community
Services

Reviewed and Respectfully Submitted:

Robert J. Heil
Chief Administrative Officer



-  Municipal Drain
-  Wignell - Sub Watershed
-  Watershed

Wignell 2 & Wignell 2A Abandonment

Page 562 of 750



January 02, 2013

[TITLE]
Wignell Drain

[OPTIONS]
;;Options Value
;;-----
FLOW_UNITS CMS
INFILTRATION CURVE_NUMBER
FLOW_ROUTING KINWAVE
LINK_OFFSETS DEPTH
MIN_SLOPE 0
ALLOW_PONDING YES
SKIP_STEADY_STATE NO

START_DATE 11/20/2018
START_TIME 00:00:00
REPORT_START_DATE 11/20/2018
REPORT_START_TIME 00:00:00
END_DATE 11/23/2018
END_TIME 00:00:00
SWEEP_START 01/01
SWEEP_END 12/31
DRY_DAYS 0
REPORT_STEP 00:10:00
WET_STEP 00:10:00
DRY_STEP 01:00:00
ROUTING_STEP 30

INERTIAL_DAMPING PARTIAL
NORMAL_FLOW_LIMITED BOTH
FORCE_MAIN_EQUATION H-W
VARIABLE_STEP 0.75
LENGTHENING_STEP 0
MIN_SURFAREA 0
MAX_TRIALS 8
HEAD_TOLERANCE 0.0015
SYS_FLOW_TOL 5
LAT_FLOW_TOL 5
MINIMUM_STEP 0.5
THREADS 4

[EVAPORATION]
;;Type Parameters
;;-----
CONSTANT 0.0
DRY_ONLY NO

[RAINGAGES]
;; Rain Time Snow Data
;;Name Type Intrvl Catch Source
;;-----
Rain Gage-01 CUMULATIVE 0:10 1.0 TIMESERIES TS-SCS24_5

[SUBCATCHMENTS]
;;
;;Name Raingage Outlet Total Area Pcnt. Imperv Width Pcnt. Slope Curb Length S
;;-----
;Bower
B1 Rain Gage-01 J6 8.32 5 201 0.25 0
;Michener
M1 Rain Gage-01 J1 30.426 4.5 288 0.17 0
;Michener
M2 Rain Gage-01 J2 26.526 4.5 420 0.43 0
;Michener

M3	Rain Gage-01	J7	41.950000	4.5	411	.01	0
;Michener							
M4	Rain Gage-01	J4	18.790000	4.5	469.75	.001	0
;Michener							
M5	Rain Gage-01	J5	15.520000	4.5	597	.001	0
;Port Colborne							
PC1	Rain Gage-01	J21	20.1163	4.5	198	0.53	0
;Port Colborne							
PC10	Rain Gage-01	J18	1.98	55	40	0.4	0
;Port Colborne							
PC11	Rain Gage-01	J88	3.65	45	36.5	0.4	0
;Port Colborne							
PC2	Rain Gage-01	J21	41.1751	4.73	374	0.24	0
;Port Colborne							
PC3-QW1	Rain Gage-01	J20	66.06	0	660	0.01	0
;Port Colborne							
PC4-QE1	Rain Gage-01	J19	63.430000	0	906	0.01	0
;Port Colborne							
PC5	Rain Gage-01	J17	7.7	4.5	153	0.4	0
;Port Colborne							
PC6	Rain Gage-01	J14	21.44	4.5	447	0.2	0
;Port Colborne							
PC7	Rain Gage-01	J15	59.555	4.5	455	0.2	0
;Port Colborne							
PC8	Rain Gage-01	J16	39.25	4.5	441	0.56	0
;Port Colborne							
PC9_3	Rain Gage-01	J32	8.952833	4.5	239	0.75	0
;Port Colborne							
PC9_4	Rain Gage-01	J10	4.005947	85	60	0.75	0
;Wignell							
W1	Rain Gage-01	J22	62.0833	4.5	511	0.77	0
;Wignell							
W10	Rain Gage-01	J12	100.600000	4.5	680	.01	0
;Wignell							
W11	Rain Gage-01	J8	26.230000	4.5	1380	3	0
;Wignell							
W12	Rain Gage-01	J24	18.67	4.5	275	0.15	0
;Wignell							
W13	Rain Gage-01	J87	28.59	4.5	342	0.36	0
;Wignell							
W14	Rain Gage-01	J27	34.15	4.5	491	0.29	0
;Wignell							
W2	Rain Gage-01	J23	87.36	4.5	488	0.5	0
;Wignell							
W3	Rain Gage-01	J28	41.21	4.5	330	0.16	0
;Wignell							
W4	Rain Gage-01	J86	42.97	4.5	511	0.6	0
;Wignell							
W5	Rain Gage-01	J26	22.3	4.5	354	0.16	0
;Wignell							
W6	Rain Gage-01	J25	83.88	4.5	986	0.12	0
;Wignell							
W7	Rain Gage-01	J24	41.66	4.5	495	0.12	0
;Wignell							
W8	Rain Gage-01	J29	6.61	4.5	220	0.33	0
;Wignell							
W9	Rain Gage-01	J30	23.23	4.5	502.06	0.81	0
;Wignell							
WB1	Rain Gage-01	J29	6.88	4.5	260	0.38	0
;Wignell							
WB2	Rain Gage-01	J24	10.34	4.5	250	0.24	0
[SUBAREAS]							
;;Subcatchment	N-Imperv	N-Perv	S-Imperv	S-Perv	PctZero	RouteTo	PctRouted

;;-----						
B1	0.015	0.1	10	5	25	OUTLET
M1	0.015	0.1	10	5	25	OUTLET
M2	0.015	0.1	10	5	25	OUTLET
M3	0.0150	0.1000	10	5.00	25	OUTLET
M4	0.0150	0.1000	10	5.00	25	OUTLET
M5	0.0150	0.1000	10	5.00	25	OUTLET
PC1	0.015	0.1	10	5	25	OUTLET
PC10	0.015	0.1	10	5	25	OUTLET
PC11	0.015	0.1	10	5	25	OUTLET
PC2	0.015	0.1	10	5	25	OUTLET
PC3-QW1	0.015	0.1	10	200	25	OUTLET
PC4-QE1	0.0150	0.1000	10	200	25	OUTLET
PC5	0.015	0.1	10	5	25	OUTLET
PC6	0.015	0.1	10	5	25	OUTLET
PC7	0.015	0.1	10	5	25	OUTLET
PC8	0.015	0.1	10	5	25	OUTLET
PC9_3	0.015	0.1	10	5	25	OUTLET
PC9_4	0.015	0.1	10	5	25	OUTLET
W1	0.015	0.1	10	5	25	OUTLET
W10	0.0150	0.1000	10	5.00	25	OUTLET
W11	0.0150	0.1000	10	5.00	25	OUTLET
W12	0.015	0.1	10	5	25	OUTLET
W13	0.015	0.1	10	5	25	OUTLET
W14	0.015	0.1	10	5	25	OUTLET
W2	0.015	0.1	10	5	25	OUTLET
W3	0.015	0.1	10	5	25	OUTLET
W4	0.015	0.1	10	5	25	OUTLET
W5	0.015	0.1	10	5	25	OUTLET
W6	0.015	0.1	10	5	25	OUTLET
W7	0.015	0.1	10	5	25	OUTLET
W8	0.015	0.1	10	5	25	OUTLET
W9	0.015	0.1	10	5	25	OUTLET
WB1	0.015	0.1	10	5	25	OUTLET
WB2	0.015	0.1	10	5	25	OUTLET

[INFILTRATION]

;;Subcatchment	CurveNum	HydCon	DryTime
;;-----			
B1	83	0.5	4
M1	73	0.5	4
M2	83	0.5	4
M3	73.00	0.5	4
M4	73.00	0.5	4
M5	73.00	0.5	4
PC1	83	0.5	4
PC10	93	0.5	4
PC11	93	0.5	4
PC2	83	0.5	4
PC3-QW1	73	0.5	4
PC4-QE1	73.00	0.5	4
PC5	83	0.5	4
PC6	83	0.5	4
PC7	83	0.5	4
PC8	83	0.5	4
PC9_3	83	0.5	4
PC9_4	95	0.5	4
W1	83	0.5	4
W10	73.00	0.5	4
W11	73.00	0.5	4
W12	83	0.5	4
W13	83	0.5	4
W14	83	0.5	4
W2	83	0.5	4

W3	83	0.5	4
W4	83	0.5	4
W5	83	0.5	4
W6	83	0.5	4
W7	83	0.5	4
W8	83	0.5	4
W9	83	0.5	4
WB1	83	0.5	4
WB2	83	0.5	4

[JUNCTIONS]

;;	Invert	Max.	Init.	Surcharge	Ponded
;;Name	Elev.	Depth	Depth	Depth	Area
;;-----	-----	-----	-----	-----	-----
;;Michener					
J1	176.34	1.87	0	0	0
J10	180.25	0.75	0	0	0
;;Wignell					
J11	173.85	3.5	0	0	0
;;Wignell					
J12	174.134	2	0	0	0
;;Wignell					
J13	174.345	2	0	0	0
;;Wignell					
J14	174.36	3.34	0	0	0
;;Port Colborne					
J15	175.33	2	0	0	0.00
;;Port Colborne					
J16	175.98	2	0	0	0.00
;;Port Colborne					
J17	178.43	1.74	0	0	0
;;Port Colborne					
J18	179.98	2.08	0	0	0
;;Port Colborne					
J19	181.76	2	0	0	0.00
;;Michener					
J2	176.377	1.2	0	0	0
;;Port Colborne					
J20	181.78	2	0	0	0.00
;;Port Colborne					
J21	182.40	2	0	0	0.00
;;Wignell					
J22	181.38	2	0	0	0.00
;;Wignell					
J23	181.36	2	0	0	0.00
;;Wignell					
J24	180.75	2	0	0	0.00
;;Wignell					
J25	178.32	2	0	0	0.00
;;Wignell					
J26	177.25	2	0	0	0.00
;;Wignell					
J27	176.5	2	0	0	0.00
;;Wignell					
J28	175.52	2	0	0	0.00
;;Wignell					
J29	175.15	2	0	0	0.00
;;Michener					
J3	175.26	1	0	0	0
;;Wignell					
J30	174.48	2	0	0	0.00
J31	177.35	2.314	0	0	0
J32	178.05	2.3	0	0	0
;;Michener					

J4	174.6	1.2	0	0	0
;Michener					
J5	174.1	2.96	0	0	0
;Bower					
J6	174.5	2	0	0	0.00
;Michener					
J7	175.85	0.9	0	0	0
;Wignell					
J8	174.07	3	0	0	0
;Wignell					
J86	176	2	0	0	0.00
;Wignell					
J87	176	2	0	0	0.00
;Wignell					
J88	181.6	2.14	0	0	0
;Wignell					
J9	173.888	3.512	0	0	0

[OUTFALLS]

;;	Invert	Outfall	Stage/Table	Tide	
;;Name	Elev.	Type	Time Series	Gate	Route To
;-----					
;Wignell					
J10 Outlet	173.75	FREE		NO	

[CONDUITS]

;;	Inlet	Outlet		Manning	Inlet	Outlet	In
;;Name	Node	Node	Length	N	Offset	Offset	Fl
;-----							
;MitchnerChannel							
Link-01	J1	J7	455	0.04	0	0	0
;MitchnerChannel							
Link-02	J2	J7	352	0.04	0	0	0
;MitchnerChannel							
Link-04	J7	J3	533	0.04	0	0	0
;MitchnerChannel							
Link-05	J3	J4	510	0.04	0	0	0
;MitchnerChannel							
Link-06	J4	J5	230	0.04	0	0	0
;PortColborneChannel							
Link-07	J21	J88	302	0.04	0	0	0
;PortColborneChannel							
Link-08	J88	J18	500	0.04	0	0	0
;PortColborneChannel-QE1							
Link-09	J19	J88	70	0.032	0	0	0
;PortColborneChannel-QW1							
Link-10	J20	J18	110	0.04	0	0	0
;PortColborneChannel							
Link-11	J18	J17	640	0.04	0	0	0
;PortColborneChannel							
Link-12_1	J17	J31	198.542	0.04	0	0	0
;PortColborneChannel							
Link-12_2	J31	J16	661.458	0.04	0	0	0
;PortColborneChannel							
Link-13	J16	J15	580	0.04	0	0	0
;PortColborneChannel							
Link-14	J15	J14	600	0.04	0	0	0
;WignelChannel							
Link-15	J22	J23	21.42	0.04	0	0	0
;WignelChannel							
Link-16	J23	J24	883.618	0.04	0	0	0
;WignelChannel							
Link-17	J24	J25	1250	0.04	0	0	0
;WignelChannel							

Link-18	J25	J26	522.47	0.04	0	0	0
;WignelChannel							
Link-19	J26	J27	313.77	0.04	0	0	0
;WignelChannel							
Link-20	J27	J28	618.63	0.04	0	0	0
;WignelChannel							
Link-21	J28	J29	289.09	0.04	0	0	0
;WignelChannel							
Link-22	J29	J30	567	0.04	0	0	0
;WignelChannel							
Link-23	J30	J14	40.77	0.04	0	0	0
;WignelChannel							
Link-25	J14	J13	98.5	0.04	0	0	0
;BowerDrain							
Link-26	J6	J13	25	0.04	0	0	0
;WignelChannel							
Link-27	J13	J12	1364.61	0.04	0	0	0
;WignelChannel							
Link-28	J12	J8	566.25	0.04	0	0	0
;WignelChannel							
Link-29	J5	J8	12	0.04	0	0	0
;WignelChannel							
Link-30	J8	J9	13.58	0.04	0	0	0
;WignelChannel							
Link-31	J9	J11	29.42	0.04	0	0	0
;WignelChannel							
Link-32	J11	J10 Outlet	231.24	0.04	0	0	0
;WignelChannel							
Link-33	J87	J28	254.29	0.04	0	0	0
;WignelChannel							
Link-34	J86	J29	278.16	0.04	0	0	0
PC1	J32	J31	256	0.036	0	0	0
PC2	J10	J32	680	0.036	0	0	0

[XSECTIONS]						
;;Link	Shape	Geom1	Geom2	Geom3	Geom4	Barrels
;;-----						
Link-01	TRAPEZOIDAL	0.9	0.6	1.5	1.5	1
Link-02	TRAPEZOIDAL	2.000	0.600	1.5	1.5	1
Link-04	TRAPEZOIDAL	1	1	1.5	1.5	1
Link-05	TRAPEZOIDAL	1.2	1	1.5	1.5	1
Link-06	TRAPEZOIDAL	1	0.6	1.5	1.5	1
Link-07	TRAPEZOIDAL	2.000	0.600	1.5	1.5	1
Link-08	TRAPEZOIDAL	2.000	0.600	1.5	1.5	1
Link-09	TRAPEZOIDAL	2.000	0.600	1.5	1.5	1
Link-10	TRAPEZOIDAL	2.000	0.600	1.5	1.5	1
Link-11	TRAPEZOIDAL	2.000	0.600	1.5	1.5	1
Link-12_1	TRAPEZOIDAL	2	0.6	2	2	1
Link-12_2	TRAPEZOIDAL	2	0.6	2	2	1
Link-13	TRAPEZOIDAL	2.000	0.600	1.5	1.5	1
Link-14	TRAPEZOIDAL	2	0.6	1.5	1.5	1
Link-15	TRAPEZOIDAL	2.0000000000	0.600	1.5	1.5	1
Link-16	TRAPEZOIDAL	2	0.6	1.5	1.5	1
Link-17	TRAPEZOIDAL	2.0000000000	0.600	1.5	1.5	1
Link-18	TRAPEZOIDAL	2.0000000000	0.600	1.5	1.5	1
Link-19	TRAPEZOIDAL	2.0000000000	0.600	1.5	1.5	1
Link-20	TRAPEZOIDAL	2.0000000000	0.600	1.5	1.5	1
Link-21	TRAPEZOIDAL	2.0000000000	1.000	1.5	1.5	1
Link-22	TRAPEZOIDAL	2	1.65	2	2	1
Link-23	RECT_OPEN	2.57	3.13	0	0	1
Link-25	TRAPEZOIDAL	2.5	5	1.5	1.5	1
Link-26	TRAPEZOIDAL	2.0000000000	0.600	1.5	1.5	1
Link-27	TRAPEZOIDAL	2	15	1.5	1.5	1
Link-28	TRAPEZOIDAL	2	15	1.5	1.5	1

Link-29	TRAPEZOIDAL	1	1.6	1.5	1.5	1
Link-30	RECT_OPEN	2.73	5.2	0	0	1
Link-31	TRAPEZOIDAL	3.5	5	1.5	1.5	1
Link-32	TRAPEZOIDAL	2.000	5.000	1.5	1.5	1
Link-33	TRAPEZOIDAL	2.0000000000	0.600	1.5	1.5	1
Link-34	TRAPEZOIDAL	2.0000000000	0.600	1.5	1.5	1
PC1	TRAPEZOIDAL	1.2	0.8	1.5	1.5	1
PC2	TRAPEZOIDAL	1.5	0.6	1.5	1.5	1

[LOSSES]

;;Link	Inlet	Outlet	Average	Flap Gate	SeepageRate
;;-----	-----	-----	-----	-----	-----

[INFLOWS]

;;	Parameter	Time Series	Param Type	Units Factor	Scale Factor	Baseline Value	Baseline Pattern
;;Node							
;;-----	-----	-----	-----	-----	-----	-----	-----
J19	FLOW	""	FLOW	1.0	1.0	.118	Sanitary T
J20	FLOW	""	FLOW	1.0	1.0	.057	Sanitary T

[TIMESERIES]

;;Name	Date	Time	Value
;;-----	-----	-----	-----
;10-year cumulative storm with a total rainfall amount of 81.50 mm using a SCS Type II 24-hr stor			
TS-SCS24_10		0:00	0.00000
TS-SCS24_10		0:10	0.13697
TS-SCS24_10		0:20	0.27620
TS-SCS24_10		0:30	0.41769
TS-SCS24_10		0:40	0.56145
TS-SCS24_10		0:50	0.70747
TS-SCS24_10		1:00	0.85575
TS-SCS24_10		1:10	1.00631
TS-SCS24_10		1:20	1.15912
TS-SCS24_10		1:30	1.31419
TS-SCS24_10		1:40	1.47154
TS-SCS24_10		1:50	1.63114
TS-SCS24_10		2:00	1.79300
TS-SCS24_10		2:10	1.95714
TS-SCS24_10		2:20	2.12354
TS-SCS24_10		2:30	2.29219
TS-SCS24_10		2:40	2.46312
TS-SCS24_10		2:50	2.63631
TS-SCS24_10		3:00	2.81175
TS-SCS24_10		3:10	2.98947
TS-SCS24_10		3:20	3.16945
TS-SCS24_10		3:30	3.35169
TS-SCS24_10		3:40	3.53620
TS-SCS24_10		3:50	3.72297
TS-SCS24_10		4:00	3.91200
TS-SCS24_10		4:10	4.10450
TS-SCS24_10		4:20	4.30146
TS-SCS24_10		4:30	4.50288
TS-SCS24_10		4:40	4.70896
TS-SCS24_10		4:50	4.91950
TS-SCS24_10		5:00	5.13450
TS-SCS24_10		5:10	5.35412
TS-SCS24_10		5:20	5.57829
TS-SCS24_10		5:30	5.80688
TS-SCS24_10		5:40	6.04007
TS-SCS24_10		5:50	6.27784
TS-SCS24_10		6:00	6.52000
TS-SCS24_10		6:10	6.76684
TS-SCS24_10		6:20	7.01807
TS-SCS24_10		6:30	7.27388

TS-SCS24_10	6:40	7.53424
TS-SCS24_10	6:50	7.79912
TS-SCS24_10	7:00	8.06850
TS-SCS24_10	7:10	8.34250
TS-SCS24_10	7:20	8.62096
TS-SCS24_10	7:30	8.90387
TS-SCS24_10	7:40	9.19146
TS-SCS24_10	7:50	9.48350
TS-SCS24_10	8:00	9.78000
TS-SCS24_10	8:10	10.09035
TS-SCS24_10	8:20	10.42314
TS-SCS24_10	8:30	10.77838
TS-SCS24_10	8:40	11.15664
TS-SCS24_10	8:50	11.55735
TS-SCS24_10	9:00	11.98050
TS-SCS24_10	9:10	12.41517
TS-SCS24_10	9:20	12.84983
TS-SCS24_10	9:30	13.28450
TS-SCS24_10	9:40	13.73764
TS-SCS24_10	9:50	14.22664
TS-SCS24_10	10:00	14.75150
TS-SCS24_10	10:10	15.32254
TS-SCS24_10	10:20	15.94738
TS-SCS24_10	10:30	16.62600
TS-SCS24_10	10:40	17.37852
TS-SCS24_10	10:50	18.22068
TS-SCS24_10	11:00	19.15250
TS-SCS24_10	11:10	20.24134
TS-SCS24_10	11:20	21.54534
TS-SCS24_10	11:30	23.06450
TS-SCS24_10	11:40	27.42855
TS-SCS24_10	11:50	38.38593
TS-SCS24_10	12:00	54.03450
TS-SCS24_10	12:10	56.50151
TS-SCS24_10	12:20	58.45751
TS-SCS24_10	12:30	59.90250
TS-SCS24_10	12:40	61.02421
TS-SCS24_10	12:50	62.02938
TS-SCS24_10	13:00	62.91800
TS-SCS24_10	13:10	63.71426
TS-SCS24_10	13:20	64.44776
TS-SCS24_10	13:30	65.11850
TS-SCS24_10	13:40	65.73383
TS-SCS24_10	13:50	66.30433
TS-SCS24_10	14:00	66.83000
TS-SCS24_10	14:10	67.32449
TS-SCS24_10	14:20	67.80330
TS-SCS24_10	14:30	68.26644
TS-SCS24_10	14:40	68.71338
TS-SCS24_10	14:50	69.14465
TS-SCS24_10	15:00	69.56025
TS-SCS24_10	15:10	69.95965
TS-SCS24_10	15:20	70.34338
TS-SCS24_10	15:30	70.71144
TS-SCS24_10	15:40	71.06330
TS-SCS24_10	15:50	71.39949
TS-SCS24_10	16:00	71.72000
TS-SCS24_10	16:10	72.02954
TS-SCS24_10	16:20	72.33345
TS-SCS24_10	16:30	72.63182
TS-SCS24_10	16:40	72.92433
TS-SCS24_10	16:50	73.21129
TS-SCS24_10	17:00	73.49263
TS-SCS24_10	17:10	73.76820

TS-SCS24_10	17:20	74.03816
TS-SCS24_10	17:30	74.30249
TS-SCS24_10	17:40	74.56114
TS-SCS24_10	17:50	74.81412
TS-SCS24_10	18:00	75.06150
TS-SCS24_10	18:10	75.30312
TS-SCS24_10	18:20	75.53914
TS-SCS24_10	18:30	75.76957
TS-SCS24_10	18:40	75.99416
TS-SCS24_10	18:50	76.21320
TS-SCS24_10	19:00	76.42663
TS-SCS24_10	19:10	76.63429
TS-SCS24_10	19:20	76.83635
TS-SCS24_10	19:30	77.03274
TS-SCS24_10	19:40	77.22345
TS-SCS24_10	19:50	77.40854
TS-SCS24_10	20:00	77.58800
TS-SCS24_10	20:10	77.76399
TS-SCS24_10	20:20	77.93886
TS-SCS24_10	20:30	78.11262
TS-SCS24_10	20:40	78.28523
TS-SCS24_10	20:50	78.45674
TS-SCS24_10	21:00	78.62713
TS-SCS24_10	21:10	78.79632
TS-SCS24_10	21:20	78.96440
TS-SCS24_10	21:30	79.13145
TS-SCS24_10	21:40	79.29722
TS-SCS24_10	21:50	79.46190
TS-SCS24_10	22:00	79.62550
TS-SCS24_10	22:10	79.78790
TS-SCS24_10	22:20	79.94919
TS-SCS24_10	22:30	80.10937
TS-SCS24_10	22:40	80.26840
TS-SCS24_10	22:50	80.42632
TS-SCS24_10	23:00	80.58313
TS-SCS24_10	23:10	80.73874
TS-SCS24_10	23:20	80.89323
TS-SCS24_10	23:30	81.04662
TS-SCS24_10	23:40	81.19886
TS-SCS24_10	23:50	81.34999
TS-SCS24_10	24:00	81.50000

;100-year cumulative storm with a total rainfall amount of 121.1 mm using a SCS Type II 24-hr sto

TS-SCS24_100	0:00	0.00000
TS-SCS24_100	0:10	0.20353
TS-SCS24_100	0:20	0.41041
TS-SCS24_100	0:30	0.62064
TS-SCS24_100	0:40	0.83426
TS-SCS24_100	0:50	1.05123
TS-SCS24_100	1:00	1.27155
TS-SCS24_100	1:10	1.49526
TS-SCS24_100	1:20	1.72232
TS-SCS24_100	1:30	1.95274
TS-SCS24_100	1:40	2.18654
TS-SCS24_100	1:50	2.42370
TS-SCS24_100	2:00	2.66420
TS-SCS24_100	2:10	2.90810
TS-SCS24_100	2:20	3.15534
TS-SCS24_100	2:30	3.40594
TS-SCS24_100	2:40	3.65992
TS-SCS24_100	2:50	3.91726
TS-SCS24_100	3:00	4.17795
TS-SCS24_100	3:10	4.44203
TS-SCS24_100	3:20	4.70946

TS-SCS24_100	3:30	4.98024
TS-SCS24_100	3:40	5.25441
TS-SCS24_100	3:50	5.53193
TS-SCS24_100	4:00	5.81280
TS-SCS24_100	4:10	6.09884
TS-SCS24_100	4:20	6.39150
TS-SCS24_100	4:30	6.69078
TS-SCS24_100	4:40	6.99700
TS-SCS24_100	4:50	7.30984
TS-SCS24_100	5:00	7.62930
TS-SCS24_100	5:10	7.95562
TS-SCS24_100	5:20	8.28873
TS-SCS24_100	5:30	8.62838
TS-SCS24_100	5:40	8.97488
TS-SCS24_100	5:50	9.32817
TS-SCS24_100	6:00	9.68800
TS-SCS24_100	6:10	10.05477
TS-SCS24_100	6:20	10.42808
TS-SCS24_100	6:30	10.80818
TS-SCS24_100	6:40	11.19505
TS-SCS24_100	6:50	11.58862
TS-SCS24_100	7:00	11.98890
TS-SCS24_100	7:10	12.39604
TS-SCS24_100	7:20	12.80980
TS-SCS24_100	7:30	13.23018
TS-SCS24_100	7:40	13.65750
TS-SCS24_100	7:50	14.09144
TS-SCS24_100	8:00	14.53200
TS-SCS24_100	8:10	14.99315
TS-SCS24_100	8:20	15.48764
TS-SCS24_100	8:30	16.01548
TS-SCS24_100	8:40	16.57754
TS-SCS24_100	8:50	17.17295
TS-SCS24_100	9:00	17.80170
TS-SCS24_100	9:10	18.44757
TS-SCS24_100	9:20	19.09343
TS-SCS24_100	9:30	19.73930
TS-SCS24_100	9:40	20.41262
TS-SCS24_100	9:50	21.13922
TS-SCS24_100	10:00	21.91910
TS-SCS24_100	10:10	22.76761
TS-SCS24_100	10:20	23.69604
TS-SCS24_100	10:30	24.70440
TS-SCS24_100	10:40	25.82256
TS-SCS24_100	10:50	27.07392
TS-SCS24_100	11:00	28.45850
TS-SCS24_100	11:10	30.07640
TS-SCS24_100	11:20	32.01400
TS-SCS24_100	11:30	34.27130
TS-SCS24_100	11:40	40.75580
TS-SCS24_100	11:50	57.03725
TS-SCS24_100	12:00	80.28930
TS-SCS24_100	12:10	83.95500
TS-SCS24_100	12:20	86.86140
TS-SCS24_100	12:30	89.00850
TS-SCS24_100	12:40	90.67524
TS-SCS24_100	12:50	92.16881
TS-SCS24_100	13:00	93.48920
TS-SCS24_100	13:10	94.67235
TS-SCS24_100	13:20	95.76225
TS-SCS24_100	13:30	96.75890
TS-SCS24_100	13:40	97.67321
TS-SCS24_100	13:50	98.52091
TS-SCS24_100	14:00	99.30200

TS-SCS24_100	14:10	100.03675
TS-SCS24_100	14:20	100.74822
TS-SCS24_100	14:30	101.43639
TS-SCS24_100	14:40	102.10050
TS-SCS24_100	14:50	102.74132
TS-SCS24_100	15:00	103.35885
TS-SCS24_100	15:10	103.95232
TS-SCS24_100	15:20	104.52250
TS-SCS24_100	15:30	105.06939
TS-SCS24_100	15:40	105.59222
TS-SCS24_100	15:50	106.09175
TS-SCS24_100	16:00	106.56800
TS-SCS24_100	16:10	107.02794
TS-SCS24_100	16:20	107.47952
TS-SCS24_100	16:30	107.92287
TS-SCS24_100	16:40	108.35749
TS-SCS24_100	16:50	108.78389
TS-SCS24_100	17:00	109.20193
TS-SCS24_100	17:10	109.61140
TS-SCS24_100	17:20	110.01253
TS-SCS24_100	17:30	110.40530
TS-SCS24_100	17:40	110.78963
TS-SCS24_100	17:50	111.16552
TS-SCS24_100	18:00	111.53310
TS-SCS24_100	18:10	111.89212
TS-SCS24_100	18:20	112.24283
TS-SCS24_100	18:30	112.58522
TS-SCS24_100	18:40	112.91893
TS-SCS24_100	18:50	113.24440
TS-SCS24_100	19:00	113.56153
TS-SCS24_100	19:10	113.87009
TS-SCS24_100	19:20	114.17034
TS-SCS24_100	19:30	114.46215
TS-SCS24_100	19:40	114.74552
TS-SCS24_100	19:50	115.02054
TS-SCS24_100	20:00	115.28720
TS-SCS24_100	20:10	115.54870
TS-SCS24_100	20:20	115.80854
TS-SCS24_100	20:30	116.06672
TS-SCS24_100	20:40	116.32321
TS-SCS24_100	20:50	116.57805
TS-SCS24_100	21:00	116.83123
TS-SCS24_100	21:10	117.08263
TS-SCS24_100	21:20	117.33238
TS-SCS24_100	21:30	117.58059
TS-SCS24_100	21:40	117.82691
TS-SCS24_100	21:50	118.07161
TS-SCS24_100	22:00	118.31470
TS-SCS24_100	22:10	118.55601
TS-SCS24_100	22:20	118.79567
TS-SCS24_100	22:30	119.03367
TS-SCS24_100	22:40	119.26998
TS-SCS24_100	22:50	119.50463
TS-SCS24_100	23:00	119.73763
TS-SCS24_100	23:10	119.96885
TS-SCS24_100	23:20	120.19841
TS-SCS24_100	23:30	120.42632
TS-SCS24_100	23:40	120.65254
TS-SCS24_100	23:50	120.87710
TS-SCS24_100	24:00	121.10000

;2-year cumulative storm with a total rainfall amount of 49.8 mm using a SCS Type II 24-hr storm

TS-SCS24_2	0:00	0.00000
TS-SCS24_2	0:10	0.08370

TS-SCS24_2	0:20	0.16877
TS-SCS24_2	0:30	0.25523
TS-SCS24_2	0:40	0.34307
TS-SCS24_2	0:50	0.43230
TS-SCS24_2	1:00	0.52290
TS-SCS24_2	1:10	0.61490
TS-SCS24_2	1:20	0.70827
TS-SCS24_2	1:30	0.80303
TS-SCS24_2	1:40	0.89917
TS-SCS24_2	1:50	0.99670
TS-SCS24_2	2:00	1.09560
TS-SCS24_2	2:10	1.19590
TS-SCS24_2	2:20	1.29757
TS-SCS24_2	2:30	1.40063
TS-SCS24_2	2:40	1.50507
TS-SCS24_2	2:50	1.61090
TS-SCS24_2	3:00	1.71810
TS-SCS24_2	3:10	1.82670
TS-SCS24_2	3:20	1.93667
TS-SCS24_2	3:30	2.04803
TS-SCS24_2	3:40	2.16077
TS-SCS24_2	3:50	2.27490
TS-SCS24_2	4:00	2.39040
TS-SCS24_2	4:10	2.50803
TS-SCS24_2	4:20	2.62838
TS-SCS24_2	4:30	2.75145
TS-SCS24_2	4:40	2.87738
TS-SCS24_2	4:50	3.00603
TS-SCS24_2	5:00	3.13740
TS-SCS24_2	5:10	3.27159
TS-SCS24_2	5:20	3.40858
TS-SCS24_2	5:30	3.54825
TS-SCS24_2	5:40	3.69074
TS-SCS24_2	5:50	3.83603
TS-SCS24_2	6:00	3.98400
TS-SCS24_2	6:10	4.13483
TS-SCS24_2	6:20	4.28834
TS-SCS24_2	6:30	4.44465
TS-SCS24_2	6:40	4.60374
TS-SCS24_2	6:50	4.76559
TS-SCS24_2	7:00	4.93020
TS-SCS24_2	7:10	5.09763
TS-SCS24_2	7:20	5.26778
TS-SCS24_2	7:30	5.44065
TS-SCS24_2	7:40	5.61638
TS-SCS24_2	7:50	5.79483
TS-SCS24_2	8:00	5.97600
TS-SCS24_2	8:10	6.16564
TS-SCS24_2	8:20	6.36899
TS-SCS24_2	8:30	6.58605
TS-SCS24_2	8:40	6.81719
TS-SCS24_2	8:50	7.06204
TS-SCS24_2	9:00	7.32060
TS-SCS24_2	9:10	7.58620
TS-SCS24_2	9:20	7.85180
TS-SCS24_2	9:30	8.11740
TS-SCS24_2	9:40	8.39429
TS-SCS24_2	9:50	8.69309
TS-SCS24_2	10:00	9.01380
TS-SCS24_2	10:10	9.36273
TS-SCS24_2	10:20	9.74453
TS-SCS24_2	10:30	10.15920
TS-SCS24_2	10:40	10.61902
TS-SCS24_2	10:50	11.13362

TS-SCS24_2	11:00	11.70300
TS-SCS24_2	11:10	12.36833
TS-SCS24_2	11:20	13.16513
TS-SCS24_2	11:30	14.09340
TS-SCS24_2	11:40	16.76002
TS-SCS24_2	11:50	23.45545
TS-SCS24_2	12:00	33.01740
TS-SCS24_2	12:10	34.52485
TS-SCS24_2	12:20	35.72005
TS-SCS24_2	12:30	36.60300
TS-SCS24_2	12:40	37.28841
TS-SCS24_2	12:50	37.90261
TS-SCS24_2	13:00	38.44560
TS-SCS24_2	13:10	38.93215
TS-SCS24_2	13:20	39.38035
TS-SCS24_2	13:30	39.79020
TS-SCS24_2	13:40	40.16619
TS-SCS24_2	13:50	40.51479
TS-SCS24_2	14:00	40.83600
TS-SCS24_2	14:10	41.13815
TS-SCS24_2	14:20	41.43073
TS-SCS24_2	14:30	41.71372
TS-SCS24_2	14:40	41.98683
TS-SCS24_2	14:50	42.25035
TS-SCS24_2	15:00	42.50430
TS-SCS24_2	15:10	42.74835
TS-SCS24_2	15:20	42.98283
TS-SCS24_2	15:30	43.20772
TS-SCS24_2	15:40	43.42273
TS-SCS24_2	15:50	43.62815
TS-SCS24_2	16:00	43.82400
TS-SCS24_2	16:10	44.01314
TS-SCS24_2	16:20	44.19884
TS-SCS24_2	16:30	44.38116
TS-SCS24_2	16:40	44.55989
TS-SCS24_2	16:50	44.73524
TS-SCS24_2	17:00	44.90715
TS-SCS24_2	17:10	45.07554
TS-SCS24_2	17:20	45.24049
TS-SCS24_2	17:30	45.40201
TS-SCS24_2	17:40	45.56006
TS-SCS24_2	17:50	45.71464
TS-SCS24_2	18:00	45.86580
TS-SCS24_2	18:10	46.01344
TS-SCS24_2	18:20	46.15766
TS-SCS24_2	18:30	46.29846
TS-SCS24_2	18:40	46.43569
TS-SCS24_2	18:50	46.56954
TS-SCS24_2	19:00	46.69995
TS-SCS24_2	19:10	46.82684
TS-SCS24_2	19:20	46.95031
TS-SCS24_2	19:30	47.07031
TS-SCS24_2	19:40	47.18684
TS-SCS24_2	19:50	47.29994
TS-SCS24_2	20:00	47.40960
TS-SCS24_2	20:10	47.51713
TS-SCS24_2	20:20	47.62399
TS-SCS24_2	20:30	47.73016
TS-SCS24_2	20:40	47.83564
TS-SCS24_2	20:50	47.94043
TS-SCS24_2	21:00	48.04455
TS-SCS24_2	21:10	48.14793
TS-SCS24_2	21:20	48.25064
TS-SCS24_2	21:30	48.35271

TS-SCS24_2	21:40	48.45401
TS-SCS24_2	21:50	48.55463
TS-SCS24_2	22:00	48.65460
TS-SCS24_2	22:10	48.75383
TS-SCS24_2	22:20	48.85239
TS-SCS24_2	22:30	48.95026
TS-SCS24_2	22:40	49.04744
TS-SCS24_2	22:50	49.14393
TS-SCS24_2	23:00	49.23975
TS-SCS24_2	23:10	49.33483
TS-SCS24_2	23:20	49.42924
TS-SCS24_2	23:30	49.52296
TS-SCS24_2	23:40	49.61599
TS-SCS24_2	23:50	49.70833
TS-SCS24_2	24:00	49.80000

;25-year cumulative storm with a total rainfall amount of 97.5 mm using a SCS Type II 24-hr storm

TS-SCS24_25	0:00	0.00000
TS-SCS24_25	0:10	0.16387
TS-SCS24_25	0:20	0.33043
TS-SCS24_25	0:30	0.49969
TS-SCS24_25	0:40	0.67168
TS-SCS24_25	0:50	0.84636
TS-SCS24_25	1:00	1.02375
TS-SCS24_25	1:10	1.20387
TS-SCS24_25	1:20	1.38668
TS-SCS24_25	1:30	1.57219
TS-SCS24_25	1:40	1.76043
TS-SCS24_25	1:50	1.95137
TS-SCS24_25	2:00	2.14500
TS-SCS24_25	2:10	2.34137
TS-SCS24_25	2:20	2.54043
TS-SCS24_25	2:30	2.74219
TS-SCS24_25	2:40	2.94668
TS-SCS24_25	2:50	3.15387
TS-SCS24_25	3:00	3.36375
TS-SCS24_25	3:10	3.57637
TS-SCS24_25	3:20	3.79168
TS-SCS24_25	3:30	4.00969
TS-SCS24_25	3:40	4.23043
TS-SCS24_25	3:50	4.45387
TS-SCS24_25	4:00	4.68000
TS-SCS24_25	4:10	4.91029
TS-SCS24_25	4:20	5.14592
TS-SCS24_25	4:30	5.38688
TS-SCS24_25	4:40	5.63342
TS-SCS24_25	4:50	5.88530
TS-SCS24_25	5:00	6.14250
TS-SCS24_25	5:10	6.40523
TS-SCS24_25	5:20	6.67342
TS-SCS24_25	5:30	6.94688
TS-SCS24_25	5:40	7.22586
TS-SCS24_25	5:50	7.51029
TS-SCS24_25	6:00	7.80000
TS-SCS24_25	6:10	8.09530
TS-SCS24_25	6:20	8.39585
TS-SCS24_25	6:30	8.70188
TS-SCS24_25	6:40	9.01335
TS-SCS24_25	6:50	9.33023
TS-SCS24_25	7:00	9.65250
TS-SCS24_25	7:10	9.98030
TS-SCS24_25	7:20	10.31342
TS-SCS24_25	7:30	10.65188
TS-SCS24_25	7:40	10.99592

TS-SCS24_25	7:50	11.34530
TS-SCS24_25	8:00	11.70000
TS-SCS24_25	8:10	12.07128
TS-SCS24_25	8:20	12.46941
TS-SCS24_25	8:30	12.89438
TS-SCS24_25	8:40	13.34691
TS-SCS24_25	8:50	13.82628
TS-SCS24_25	9:00	14.33250
TS-SCS24_25	9:10	14.85250
TS-SCS24_25	9:20	15.37250
TS-SCS24_25	9:30	15.89250
TS-SCS24_25	9:40	16.43460
TS-SCS24_25	9:50	17.01960
TS-SCS24_25	10:00	17.64750
TS-SCS24_25	10:10	18.33065
TS-SCS24_25	10:20	19.07815
TS-SCS24_25	10:30	19.89000
TS-SCS24_25	10:40	20.79025
TS-SCS24_25	10:50	21.79775
TS-SCS24_25	11:00	22.91250
TS-SCS24_25	11:10	24.21510
TS-SCS24_25	11:20	25.77510
TS-SCS24_25	11:30	27.59250
TS-SCS24_25	11:40	32.81330
TS-SCS24_25	11:50	45.92182
TS-SCS24_25	12:00	64.64250
TS-SCS24_25	12:10	67.59383
TS-SCS24_25	12:20	69.93383
TS-SCS24_25	12:30	71.66250
TS-SCS24_25	12:40	73.00443
TS-SCS24_25	12:50	74.20693
TS-SCS24_25	13:00	75.27000
TS-SCS24_25	13:10	76.22257
TS-SCS24_25	13:20	77.10008
TS-SCS24_25	13:30	77.90250
TS-SCS24_25	13:40	78.63863
TS-SCS24_25	13:50	79.32113
TS-SCS24_25	14:00	79.95000
TS-SCS24_25	14:10	80.54157
TS-SCS24_25	14:20	81.11438
TS-SCS24_25	14:30	81.66844
TS-SCS24_25	14:40	82.20313
TS-SCS24_25	14:50	82.71907
TS-SCS24_25	15:00	83.21625
TS-SCS24_25	15:10	83.69407
TS-SCS24_25	15:20	84.15313
TS-SCS24_25	15:30	84.59344
TS-SCS24_25	15:40	85.01438
TS-SCS24_25	15:50	85.41656
TS-SCS24_25	16:00	85.80000
TS-SCS24_25	16:10	86.17031
TS-SCS24_25	16:20	86.53388
TS-SCS24_25	16:30	86.89083
TS-SCS24_25	16:40	87.24076
TS-SCS24_25	16:50	87.58406
TS-SCS24_25	17:00	87.92063
TS-SCS24_25	17:10	88.25031
TS-SCS24_25	17:20	88.57326
TS-SCS24_25	17:30	88.88948
TS-SCS24_25	17:40	89.19892
TS-SCS24_25	17:50	89.50156
TS-SCS24_25	18:00	89.79750
TS-SCS24_25	18:10	90.08656
TS-SCS24_25	18:20	90.36892

TS-SCS24_25	18:30	90.64458
TS-SCS24_25	18:40	90.91326
TS-SCS24_25	18:50	91.17531
TS-SCS24_25	19:00	91.43062
TS-SCS24_25	19:10	91.67905
TS-SCS24_25	19:20	91.92079
TS-SCS24_25	19:30	92.15573
TS-SCS24_25	19:40	92.38388
TS-SCS24_25	19:50	92.60531
TS-SCS24_25	20:00	92.82000
TS-SCS24_25	20:10	93.03054
TS-SCS24_25	20:20	93.23974
TS-SCS24_25	20:30	93.44761
TS-SCS24_25	20:40	93.65411
TS-SCS24_25	20:50	93.85929
TS-SCS24_25	21:00	94.06313
TS-SCS24_25	21:10	94.26554
TS-SCS24_25	21:20	94.46661
TS-SCS24_25	21:30	94.66646
TS-SCS24_25	21:40	94.86477
TS-SCS24_25	21:50	95.06179
TS-SCS24_25	22:00	95.25750
TS-SCS24_25	22:10	95.45179
TS-SCS24_25	22:20	95.64474
TS-SCS24_25	22:30	95.83636
TS-SCS24_25	22:40	96.02661
TS-SCS24_25	22:50	96.21554
TS-SCS24_25	23:00	96.40313
TS-SCS24_25	23:10	96.58929
TS-SCS24_25	23:20	96.77411
TS-SCS24_25	23:30	96.95761
TS-SCS24_25	23:40	97.13974
TS-SCS24_25	23:50	97.32053
TS-SCS24_25	24:00	97.50000

;5-year cumulative storm with a total rainfall amount of 68.90 mm using a SCS Type II 24-hr storm

TS-SCS24_5	0:00	0.00000
TS-SCS24_5	0:10	0.11580
TS-SCS24_5	0:20	0.23350
TS-SCS24_5	0:30	0.35311
TS-SCS24_5	0:40	0.47465
TS-SCS24_5	0:50	0.59810
TS-SCS24_5	1:00	0.72345
TS-SCS24_5	1:10	0.85073
TS-SCS24_5	1:20	0.97992
TS-SCS24_5	1:30	1.11101
TS-SCS24_5	1:40	1.24404
TS-SCS24_5	1:50	1.37896
TS-SCS24_5	2:00	1.51580
TS-SCS24_5	2:10	1.65456
TS-SCS24_5	2:20	1.79524
TS-SCS24_5	2:30	1.93781
TS-SCS24_5	2:40	2.08232
TS-SCS24_5	2:50	2.22873
TS-SCS24_5	3:00	2.37705
TS-SCS24_5	3:10	2.52730
TS-SCS24_5	3:20	2.67945
TS-SCS24_5	3:30	2.83351
TS-SCS24_5	3:40	2.98950
TS-SCS24_5	3:50	3.14740
TS-SCS24_5	4:00	3.30720
TS-SCS24_5	4:10	3.46994
TS-SCS24_5	4:20	3.63645
TS-SCS24_5	4:30	3.80673

TS-SCS24_5	4:40	3.98095
TS-SCS24_5	4:50	4.15894
TS-SCS24_5	5:00	4.34070
TS-SCS24_5	5:10	4.52636
TS-SCS24_5	5:20	4.71588
TS-SCS24_5	5:30	4.90912
TS-SCS24_5	5:40	5.10627
TS-SCS24_5	5:50	5.30728
TS-SCS24_5	6:00	5.51200
TS-SCS24_5	6:10	5.72068
TS-SCS24_5	6:20	5.93307
TS-SCS24_5	6:30	6.14933
TS-SCS24_5	6:40	6.36944
TS-SCS24_5	6:50	6.59336
TS-SCS24_5	7:00	6.82110
TS-SCS24_5	7:10	7.05274
TS-SCS24_5	7:20	7.28815
TS-SCS24_5	7:30	7.52733
TS-SCS24_5	7:40	7.77045
TS-SCS24_5	7:50	8.01734
TS-SCS24_5	8:00	8.26800
TS-SCS24_5	8:10	8.53037
TS-SCS24_5	8:20	8.81171
TS-SCS24_5	8:30	9.11203
TS-SCS24_5	8:40	9.43181
TS-SCS24_5	8:50	9.77057
TS-SCS24_5	9:00	10.12830
TS-SCS24_5	9:10	10.49577
TS-SCS24_5	9:20	10.86323
TS-SCS24_5	9:30	11.23070
TS-SCS24_5	9:40	11.61378
TS-SCS24_5	9:50	12.02718
TS-SCS24_5	10:00	12.47090
TS-SCS24_5	10:10	12.95366
TS-SCS24_5	10:20	13.48189
TS-SCS24_5	10:30	14.05560
TS-SCS24_5	10:40	14.69178
TS-SCS24_5	10:50	15.40374
TS-SCS24_5	11:00	16.19150
TS-SCS24_5	11:10	17.11200
TS-SCS24_5	11:20	18.21440
TS-SCS24_5	11:30	19.49870
TS-SCS24_5	11:40	23.18807
TS-SCS24_5	11:50	32.45142
TS-SCS24_5	12:00	45.68070
TS-SCS24_5	12:10	47.76630
TS-SCS24_5	12:20	49.41990
TS-SCS24_5	12:30	50.64150
TS-SCS24_5	12:40	51.58979
TS-SCS24_5	12:50	52.43956
TS-SCS24_5	13:00	53.19080
TS-SCS24_5	13:10	53.86395
TS-SCS24_5	13:20	54.48405
TS-SCS24_5	13:30	55.05110
TS-SCS24_5	13:40	55.57130
TS-SCS24_5	13:50	56.05360
TS-SCS24_5	14:00	56.49800
TS-SCS24_5	14:10	56.91604
TS-SCS24_5	14:20	57.32083
TS-SCS24_5	14:30	57.71236
TS-SCS24_5	14:40	58.09021
TS-SCS24_5	14:50	58.45481
TS-SCS24_5	15:00	58.80615
TS-SCS24_5	15:10	59.14381

TS-SCS24_5	15:20	59.46821
TS-SCS24_5	15:30	59.77936
TS-SCS24_5	15:40	60.07683
TS-SCS24_5	15:50	60.36104
TS-SCS24_5	16:00	60.63200
TS-SCS24_5	16:10	60.89368
TS-SCS24_5	16:20	61.15061
TS-SCS24_5	16:30	61.40285
TS-SCS24_5	16:40	61.65014
TS-SCS24_5	16:50	61.89273
TS-SCS24_5	17:00	62.13058
TS-SCS24_5	17:10	62.36355
TS-SCS24_5	17:20	62.59177
TS-SCS24_5	17:30	62.81523
TS-SCS24_5	17:40	63.03390
TS-SCS24_5	17:50	63.24777
TS-SCS24_5	18:00	63.45690
TS-SCS24_5	18:10	63.66117
TS-SCS24_5	18:20	63.86070
TS-SCS24_5	18:30	64.05550
TS-SCS24_5	18:40	64.24537
TS-SCS24_5	18:50	64.43055
TS-SCS24_5	19:00	64.61098
TS-SCS24_5	19:10	64.78653
TS-SCS24_5	19:20	64.95736
TS-SCS24_5	19:30	65.12338
TS-SCS24_5	19:40	65.28461
TS-SCS24_5	19:50	65.44108
TS-SCS24_5	20:00	65.59280
TS-SCS24_5	20:10	65.74158
TS-SCS24_5	20:20	65.88941
TS-SCS24_5	20:30	66.03631
TS-SCS24_5	20:40	66.18224
TS-SCS24_5	20:50	66.32723
TS-SCS24_5	21:00	66.47128
TS-SCS24_5	21:10	66.61431
TS-SCS24_5	21:20	66.75641
TS-SCS24_5	21:30	66.89763
TS-SCS24_5	21:40	67.03777
TS-SCS24_5	21:50	67.17699
TS-SCS24_5	22:00	67.31530
TS-SCS24_5	22:10	67.45259
TS-SCS24_5	22:20	67.58895
TS-SCS24_5	22:30	67.72436
TS-SCS24_5	22:40	67.85881
TS-SCS24_5	22:50	67.99231
TS-SCS24_5	23:00	68.12488
TS-SCS24_5	23:10	68.25643
TS-SCS24_5	23:20	68.38704
TS-SCS24_5	23:30	68.51671
TS-SCS24_5	23:40	68.64541
TS-SCS24_5	23:50	68.77318
TS-SCS24_5	24:00	68.90000

;50-year cumulative storm with a total rainfall amount of 109.3 mm using a SCS Type II 24-hr stor

TS-SCS24_50	0:00	0.00000
TS-SCS24_50	0:10	0.18370
TS-SCS24_50	0:20	0.37042
TS-SCS24_50	0:30	0.56016
TS-SCS24_50	0:40	0.75297
TS-SCS24_50	0:50	0.94880
TS-SCS24_50	1:00	1.14765
TS-SCS24_50	1:10	1.34956
TS-SCS24_50	1:20	1.55450

TS-SCS24_50	1:30	1.76246
TS-SCS24_50	1:40	1.97348
TS-SCS24_50	1:50	2.18753
TS-SCS24_50	2:00	2.40460
TS-SCS24_50	2:10	2.62473
TS-SCS24_50	2:20	2.84788
TS-SCS24_50	2:30	3.07406
TS-SCS24_50	2:40	3.30330
TS-SCS24_50	2:50	3.53556
TS-SCS24_50	3:00	3.77085
TS-SCS24_50	3:10	4.00920
TS-SCS24_50	3:20	4.25057
TS-SCS24_50	3:30	4.49496
TS-SCS24_50	3:40	4.74242
TS-SCS24_50	3:50	4.99290
TS-SCS24_50	4:00	5.24640
TS-SCS24_50	4:10	5.50457
TS-SCS24_50	4:20	5.76871
TS-SCS24_50	4:30	6.03883
TS-SCS24_50	4:40	6.31521
TS-SCS24_50	4:50	6.59757
TS-SCS24_50	5:00	6.88590
TS-SCS24_50	5:10	7.18043
TS-SCS24_50	5:20	7.48107
TS-SCS24_50	5:30	7.78762
TS-SCS24_50	5:40	8.10037
TS-SCS24_50	5:50	8.41923
TS-SCS24_50	6:00	8.74400
TS-SCS24_50	6:10	9.07503
TS-SCS24_50	6:20	9.41197
TS-SCS24_50	6:30	9.75503
TS-SCS24_50	6:40	10.10420
TS-SCS24_50	6:50	10.45943
TS-SCS24_50	7:00	10.82070
TS-SCS24_50	7:10	11.18817
TS-SCS24_50	7:20	11.56161
TS-SCS24_50	7:30	11.94103
TS-SCS24_50	7:40	12.32671
TS-SCS24_50	7:50	12.71837
TS-SCS24_50	8:00	13.11600
TS-SCS24_50	8:10	13.53221
TS-SCS24_50	8:20	13.97852
TS-SCS24_50	8:30	14.45493
TS-SCS24_50	8:40	14.96222
TS-SCS24_50	8:50	15.49961
TS-SCS24_50	9:00	16.06710
TS-SCS24_50	9:10	16.65003
TS-SCS24_50	9:20	17.23297
TS-SCS24_50	9:30	17.81590
TS-SCS24_50	9:40	18.42361
TS-SCS24_50	9:50	19.07941
TS-SCS24_50	10:00	19.78330
TS-SCS24_50	10:10	20.54913
TS-SCS24_50	10:20	21.38710
TS-SCS24_50	10:30	22.29720
TS-SCS24_50	10:40	23.30640
TS-SCS24_50	10:50	24.43584
TS-SCS24_50	11:00	25.68550
TS-SCS24_50	11:10	27.14575
TS-SCS24_50	11:20	28.89455
TS-SCS24_50	11:30	30.93190
TS-SCS24_50	11:40	36.78455
TS-SCS24_50	11:50	51.47953
TS-SCS24_50	12:00	72.46590

TS-SCS24_50	12:10	75.77441
TS-SCS24_50	12:20	78.39761
TS-SCS24_50	12:30	80.33550
TS-SCS24_50	12:40	81.83983
TS-SCS24_50	12:50	83.18787
TS-SCS24_50	13:00	84.37960
TS-SCS24_50	13:10	85.44746
TS-SCS24_50	13:20	86.43116
TS-SCS24_50	13:30	87.33070
TS-SCS24_50	13:40	88.15591
TS-SCS24_50	13:50	88.92102
TS-SCS24_50	14:00	89.62600
TS-SCS24_50	14:10	90.28916
TS-SCS24_50	14:20	90.93130
TS-SCS24_50	14:30	91.55241
TS-SCS24_50	14:40	92.15181
TS-SCS24_50	14:50	92.73019
TS-SCS24_50	15:00	93.28755
TS-SCS24_50	15:10	93.82319
TS-SCS24_50	15:20	94.33781
TS-SCS24_50	15:30	94.83141
TS-SCS24_50	15:40	95.30330
TS-SCS24_50	15:50	95.75416
TS-SCS24_50	16:00	96.18400
TS-SCS24_50	16:10	96.59912
TS-SCS24_50	16:20	97.00670
TS-SCS24_50	16:30	97.40685
TS-SCS24_50	16:40	97.79913
TS-SCS24_50	16:50	98.18397
TS-SCS24_50	17:00	98.56128
TS-SCS24_50	17:10	98.93085
TS-SCS24_50	17:20	99.29289
TS-SCS24_50	17:30	99.64739
TS-SCS24_50	17:40	99.99427
TS-SCS24_50	17:50	100.33354
TS-SCS24_50	18:00	100.66530
TS-SCS24_50	18:10	100.98934
TS-SCS24_50	18:20	101.30587
TS-SCS24_50	18:30	101.61490
TS-SCS24_50	18:40	101.91609
TS-SCS24_50	18:50	102.20985
TS-SCS24_50	19:00	102.49607
TS-SCS24_50	19:10	102.77457
TS-SCS24_50	19:20	103.04556
TS-SCS24_50	19:30	103.30894
TS-SCS24_50	19:40	103.56470
TS-SCS24_50	19:50	103.81292
TS-SCS24_50	20:00	104.05360
TS-SCS24_50	20:10	104.28962
TS-SCS24_50	20:20	104.52414
TS-SCS24_50	20:30	104.75716
TS-SCS24_50	20:40	104.98866
TS-SCS24_50	20:50	105.21867
TS-SCS24_50	21:00	105.44718
TS-SCS24_50	21:10	105.67408
TS-SCS24_50	21:20	105.89949
TS-SCS24_50	21:30	106.12352
TS-SCS24_50	21:40	106.34584
TS-SCS24_50	21:50	106.56670
TS-SCS24_50	22:00	106.78610
TS-SCS24_50	22:10	107.00390
TS-SCS24_50	22:20	107.22020
TS-SCS24_50	22:30	107.43501
TS-SCS24_50	22:40	107.64829

TS-SCS24_50	22:50	107.86008
TS-SCS24_50	23:00	108.07038
TS-SCS24_50	23:10	108.27907
TS-SCS24_50	23:20	108.48626
TS-SCS24_50	23:30	108.69196
TS-SCS24_50	23:40	108.89614
TS-SCS24_50	23:50	109.09882
TS-SCS24_50	24:00	109.30000

[PATTERNS]

;;Name	Type	Multipliers						
;;-----	-----	-----	-----	-----	-----	-----	-----	-----
Sanitary TP-03	MONTHLY	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Sanitary TP-03		1.0	1.0	1.0	1.0	1.0	1.0	1.0

[REPORT]

```

;;Reporting Options
INPUT      YES
CONTROLS   YES
SUBCATCHMENTS ALL
NODES ALL
LINKS ALL

```

[TAGS]

[MAP]

DIMENSIONS	643980.4075	4747589.535	647613.9825	4754619.085
UNITS	Meters			

[COORDINATES]

;;Node	X-Coord	Y-Coord
;;-----	-----	-----
J1	645495.04	4749843.42
J10	644984.427	4751723.074
J11	645549.88	4748115.22
J12	645009.32	4748356.47
J13	644971.1	4749720.54
J14	644968.9	4749819.02
J15	644853.51	4750336.06
J16	644981.39	4750788.06
J17	645440	4751355.44
J18	645793.52	4751633.26
J19	645847.07	4752117.18
J2	645817.33	4749465.97
J20	645691.36	4751614.15
J21	645768.04	4752399.45
J22	646596.45	4752421.17
J23	646617.85	4752422.15
J24	647023.16	4751905.96
J25	646996.81	4750894.91
J26	646650.71	4750503.52
J27	646367.33	4750368.8
J28	645802.88	4750115.61
J29	645517.18	4750071.48
J3	645525.2	4748818.72
J30	644995.13	4749850.23
J31	645334.124	4751224.453
J32	645328.117	4751385.992
J4	645535.25	4748420.78
J5	645543.35	4748168.19
J6	644945.37	4749722.83
J7	645507.17	4749392.75
J8	645539.77	4748156.74
J86	645511.4	4750349.58

J87	645881.27	4750357.52
J88	645783.96	4752124.13
J9	645545.1	4748144.25
J10 Outlet	645654.61	4747909.06

```
[VERTICES]
;;Link      X-Coord      Y-Coord
;;-----
Link-14      644893.667      4749817.216
Link-16      646985.327      4752420.587
PC2          645290.524      4751615.308
```

```
[POLYGONS]
;;Subcatchment X-Coord      Y-Coord
;;-----
B1      644551.47      4749578.28
B1      644547.75      4749803.94
B1      644566.84      4749828.59
B1      644763.85      4749829.73
B1      644802.33      4749787.63
B1      644958.56      4749791.87
B1      644961.89      4749701.17
B1      644765.39      4749581.9
B1      644551.47      4749578.28
M1      645435.43      4749839.87
M1      645452.18      4749862.21
M1      645450.79      4749860.82
M1      645481.5      4749911.08
M1      645508.03      4749934.82
M1      645551.32      4749966.93
M1      645725.85      4750015.8
M1      645838.95      4750015.8
M1      646048.4      4749941.8
M1      646372.33      4749933.42
M1      646611.1      4749966.93
M1      646602.636      4749833.774
M1      646455.359      4749484.959
M1      646253.821      4749659.367
M1      645872.083      4749708.458
M1      645811.988      4749833.774
M1      645435.43      4749839.87
M2      645819.4      4748934.38
M2      645804.39      4749845.46
M2      645870.124      4749709.751
M2      646249.945      4749651.615
M2      646373.968      4749574.101
M2      646453.32      4749497.08
M2      646239.69      4749291.13
M2      646123.1      4749205.26
M2      646025.36      4749134.75
M2      645971.6      4749080.99
M2      645819.4      4748934.38
M3      645405.89      4748812.41
M3      645402.43      4748991.91
M3      645396.67      4749321.65
M3      645402.96      4749517.17
M3      645405.89      4749766.17
M3      645432.25      4749837.85
M3      645804.36      4749845.59
M3      645819.41      4748934.41
M3      645821.8      4748824.76
M3      645405.89      4748812.41
M4      645411.51      4748558.43
M4      645212.62      4748553.12
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M4	645208.26	4748806.9
M4	645405.9	4748812.41
M4	645821.8	4748824.76
M4	645826.82	4748560.79
M4	645536.06	4748415.38
M4	645411.51	4748558.43
M5	645411.53	4748558.42
M5	645536.09	4748415.16
M5	645826.83	4748560.79
M5	645833.72	4748170.44
M5	645837.38	4748108.39
M5	645717.47	4748076.69
M5	645617.6	4748022.84
M5	645586.18	4748160.38
M5	645572.92	4748163.43
M5	645542.81	4748165.09
M5	645521.25	4748167.97
M5	645466.01	4748171.98
M5	645420.42	4748183.11
M5	645411.53	4748558.42
PC1	645768.01	4752399.72
PC1	645752.97	4753106.77
PC1	645753.8	4753119.33
PC1	645764.14	4753127.15
PC1	645764.14	4753164.57
PC1	646166.82	4753367.59
PC1	646180.129	4753384.991
PC1	646222.761	4753341.267
PC1	646289.441	4753272.401
PC1	646315.828	4753241.681
PC1	646264.6	4753192.6
PC1	646152.9	4753133.4
PC1	645974.45	4752972.55
PC1	645860.34	4752715.56
PC1	645859.98	4752502.12
PC1	645986.2	4752413.5
PC1	645984.71	4752404.56
PC1	645768.01	4752399.72
PC10	645749.92	4751618.57
PC10	645747.66	4751635.62
PC10	645767.79	4751649.59
PC10	645757.93	4752122.27
PC10	645795.6	4752123.09
PC10	645808.1	4751624.92
PC10	645749.92	4751618.57
PC11	645784.91	4752122.95
PC11	645758.07	4752122.28
PC11	645753.18	4752381.39
PC11	644968.95	4752358.66
PC11	644967.86	4752379.94
PC11	645767.92	4752399.43
PC11	646178.1	4752406.54
PC11	646181.1	4752382.61
PC11	645802.42	4752368.7
PC11	645790.65	4752359.51
PC11	645795.6	4752123.09
PC11	645784.91	4752122.95
PC2	645767.82	4752399.5
PC2	644943.61	4752379.64
PC2	644267.53	4752363.44
PC2	644396.65	4752492.77
PC2	644704.95	4752580.74
PC2	644827.675	4752527.522
PC2	644942.842	4752467.031

PC2	644989.374	4752496.113
PC2	645031.68	4752623.46
PC2	645101.63	4752620.95
PC2	645167.4	4752613.41
PC2	645214.73	4752675.41
PC2	645377.05	4752710.59
PC2	645418.52	4752709.34
PC2	645584.71	4753023.19
PC2	645753.58	4753119.24
PC2	645752.63	4753105.58
PC2	645767.82	4752399.5
PC3-QW1	644968.95	4752358.65
PC3-QW1	645753.18	4752381.39
PC3-QW1	645766.97	4751649.78
PC3-QW1	645747.18	4751635.64
PC3-QW1	645763.08	4751486.37
PC3-QW1	645753.42	4751472.94
PC3-QW1	645635.84	4751478.6
PC3-QW1	645613.22	4751449.38
PC3-QW1	645621	4751415.69
PC3-QW1	645609.22	4751402.96
PC3-QW1	645486.69	4751411.45
PC3-QW1	645365.11	4751434.07
PC3-QW1	645293.48	4751449.15
PC3-QW1	645283.43	4751541.2
PC3-QW1	645289.4	4751615.97
PC3-QW1	645066.97	4751680.06
PC3-QW1	644991.57	4751747.92
PC3-QW1	644987.8	4751796.93
PC3-QW1	644970.84	4751881.75
PC3-QW1	644968.95	4752358.65
PC4-QE1	645818.92	4751289.45
PC4-QE1	645811.5	4751382.76
PC4-QE1	645809.03	4751607.28
PC4-QE1	645804.2	4751701.29
PC4-QE1	645796.54	4752078.29
PC4-QE1	645790.65	4752359.5
PC4-QE1	645802.43	4752368.69
PC4-QE1	645861.34	4752372.7
PC4-QE1	646181.31	4752382.6
PC4-QE1	646371.72	4752383.6
PC4-QE1	646394.02	4751593.14
PC4-QE1	646397.94	4751407.23
PC4-QE1	646384.92	4751403.62
PC4-QE1	646201.25	4751399.28
PC4-QE1	646191.31	4751394.51
PC4-QE1	646190.72	4751185.07
PC4-QE1	645957.32	4751243.32
PC4-QE1	645818.92	4751289.45
PC5	645407.22	4751426.49
PC5	645486.03	4751410.26
PC5	645609.49	4751403.1
PC5	645620.82	4751415.03
PC5	645614.26	4751447.83
PC5	645635.14	4751477.06
PC5	645752.03	4751472.88
PC5	645763.96	4751486
PC5	645750.84	4751618.41
PC5	645808.11	4751624.9
PC5	645818.91	4751289.56
PC5	645957.13	4751243.31
PC5	645941.35	4751196.67
PC5	645795.82	4751237.22
PC5	645585.88	4751298.72

PC5	645435.85	4751344.84
PC5	645392.91	4751354.92
PC5	645407.22	4751426.49
PC6	644958.57	4749791.87
PC6	644802.33	4749787.63
PC6	644763.85	4749829.73
PC6	644552.74	4749828.8
PC6	644544.07	4750305.14
PC6	644556.21	4750316.45
PC6	644966.75	4750330.02
PC6	644973.24	4749983.07
PC6	644961.91	4749911.03
PC6	644961.31	4749846.22
PC6	644964.1	4749833.1
PC6	644960.72	4749827.34
PC6	644958.57	4749791.87
PC7	644966.76	4750330.03
PC7	644556.22	4750316.45
PC7	644566.73	4750325.94
PC7	644566.18	4750360.25
PC7	644211.08	4750352.95
PC7	644203.42	4750380.1
PC7	644146.43	4750379.77
PC7	644145.57	4750454.98
PC7	644208.69	4750490.58
PC7	644293.24	4750528.2
PC7	644320.79	4750546.57
PC7	644427.51	4750549.27
PC7	644552.72	4750650.14
PC7	644687.74	4750824.51
PC7	644681.51	4750957.55
PC7	644614.14	4751066.81
PC7	644529.56	4751348.69
PC7	644499.038	4751715.963
PC7	644953.611	4751721.821
PC7	644973.528	4751611.692
PC7	645035.621	4751544.912
PC7	645056.71	4751356.288
PC7	644966.98	4751355.1
PC7	644981.48	4750345.52
PC7	644980.45	4750337.6
PC7	644975.85	4750331.41
PC7	644966.83	4750331.12
PC7	644966.76	4750330.03
PC8	644975.96	4750331.4
PC8	644980.5	4750337.6
PC8	644981.47	4750345.42
PC8	644966.95	4751355.1
PC8	645304.86	4751359.63
PC8	645370.53	4751357.36
PC8	645410.73	4751349.43
PC8	645435.64	4751343.77
PC8	645935.55	4751196.26
PC8	645639.47	4751200
PC8	645089.14	4750528.94
PC8	645092.44	4750333.81
PC8	644975.96	4750331.4
PC9_3	644959.426	4751720.921
PC9_3	645066.82	4751680.12
PC9_3	645287.4	4751615.12
PC9_3	645280.82	4751541.35
PC9_3	645293.24	4751448.59
PC9_3	645405.72	4751425.94
PC9_3	645391.11	4751355.09

PC9_3	645305.66	4751363.86
PC9_3	645053.003	4751386.244
PC9_3	645037.544	4751430.368
PC9_3	645037.59	4751545.876
PC9_3	644973.169	4751611.789
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PC9_3	644959.426	4751720.921
PC9_4	644935.63	4752323.99
PC9_4	644346.91	4752310.73
PC9_4	644348.67	4752365.36
PC9_4	644943.52	4752379.45
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PC9_4	644968.94	4752325.06
PC9_4	644979.045	4751723.729
PC9_4	644953.611	4751721.821
PC9_4	644935.63	4752323.99
W1	645984.86	4752404.64
W1	645986.2	4752413.59
W1	645860.06	4752502.16
W1	645860.17	4752715.64
W1	645974.44	4752972.56
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W1	646264.64	4753192.54
W1	646396.91	4753319.52
W1	646421.708	4753382.805
W1	646283.975	4753473.534
W1	646373.3	4753590.3
W1	646472.44	4753705.88
W1	646581.8	4753689.36
W1	646584.29	4753689.64
W1	646608.89	4752415.46
W1	646176.79	4752406.51
W1	645984.86	4752404.64
W10	645003.41	4748359.66
W10	644567.93	4748568.23
W10	644551.48	4749578.27
W10	644765.39	4749581.9
W10	644961.9	4749701.16
W10	644958.57	4749791.87
W10	644960.72	4749827.34
W10	644964.1	4749833.1
W10	645431.77	4749838.97
W10	645405.89	4749766.18
W10	645405.89	4748812.41
W10	645208.26	4748806.9
W10	645212.62	4748553.12
W10	645129.26	4748465.87
W10	645003.41	4748359.66
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W11	645459.24	4748078.43
W11	645400.16	4748056.35
W11	645267.72	4748000.52
W11	645215.13	4747994.03
W11	645163.84	4748024.54
W11	644995.04	4748173.22
W11	644853.5	4748268.66
W11	644667.17	4748404.35
W11	644569.8	4748445.49
W11	644567.93	4748568.23
W11	645003.41	4748359.66
W11	645129.26	4748465.84
W11	645212.62	4748553.12

W11	645411.52	4748558.42
W11	645420.42	4748183.11
W11	645466.01	4748171.95
W11	645522.37	4748167.85
W11	645541.27	4748164.97
W11	645571.57	4748163.24
W11	645542.08	4748150.47
W12	647024.75	4751904.4
W12	647015.25	4751922.74
W12	647000.57	4752089.62
W12	646987.03	4752366.18
W12	646987.1	4752422.77
W12	647432.42	4752430.91
W12	647437.47	4752098.83
W12	647113.77	4751955.17
W12	647024.75	4751904.4
W13	645813.37	4750347.16
W13	645795.25	4751198.03
W13	645941.17	4751195.44
W13	646168.14	4751129.82
W13	646121.58	4750965.92
W13	646224.86	4750542.62
W13	646023.79	4750385.99
W13	645980.93	4750352.23
W13	645871.35	4750349.16
W13	645813.37	4750347.16
W14	645980.93	4750352.22
W14	646224.85	4750542.62
W14	646121.59	4750965.92
W14	646168.14	4751129.82
W14	646632.17	4750994.12
W14	646644.9	4750369.93
W14	646368.14	4750363.53
W14	645980.93	4750352.22
W2	646610.18	4752415.68
W2	646584.33	4753689.74
W2	646693.67	4753714.08
W2	646764.98	4753669.01
W2	646829.92	4753764.64
W2	646847.95	4753915.73
W2	646950.27	4754299.56
W2	647067.96	4754142.11
W2	647012.29	4753944.36
W2	646994.8	4753750.33
W2	647076.92	4753559.56
W2	647223.29	4753374.45
W2	647178.23	4753191.55
W2	647164.45	4752989.03
W2	647031.91	4752847.48
W2	647302.82	4752739.72
W2	647428.2	4752739.72
W2	647432.44	4752430.98
W2	646610.18	4752415.68
W3	645798.45	4750117.4
W3	645793.9	4750342.76
W3	645802.24	4750346.85
W3	646368.09	4750363.53
W3	646612.16	4750369.07
W3	646644.9	4750369.93
W3	646834.73	4750375.1
W3	646829.71	4750361.48
W3	646827.07	4750155.64
W3	646805.31	4750068.18
W3	646622.63	4749869.86

W3	646620.62	4749968.68
W3	646611.52	4749967.13
W3	646372.33	4749933.42
W3	646048.4	4749941.8
W3	645838.95	4750015.8
W3	645800.66	4750015.8
W3	645798.45	4750117.4
W4	645813.18	4750349.86
W4	645802.23	4750346.83
W4	645092.77	4750332.45
W4	645089.15	4750528.94
W4	645639.47	4751200
W4	645795.17	4751198.08
W4	645807.39	4750572.13
W4	645813.18	4750349.86
W5	646642.31	4750496.93
W5	646632.17	4750994.13
W5	647190.76	4750834.83
W5	647171.37	4750786.98
W5	647115.01	4750725.64
W5	647052.94	4750635.91
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W5	646909.23	4750376.49
W5	646644.89	4750369.93
W5	646642.31	4750496.93
W6	646996.67	4750890.27
W6	645941.19	4751195.43
W6	645957.15	4751243.35
W6	646190.74	4751185
W6	646191.47	4751394.46
W6	646201.26	4751399.25
W6	646384.92	4751403.62
W6	646397.94	4751407.23
W6	646389.79	4751743.05
W6	647144.78	4751778.46
W6	647168.13	4751743.16
W6	647443.35	4751750.43
W6	647447.13	4751564.88
W6	647448.82	4751509.85
W6	647437.57	4751509.28
W6	647301.78	4751506.72
W6	647293.93	4751152.68
W6	647216.62	4750899.34
W6	647190.76	4750834.83
W6	646996.67	4750890.27
W7	647029.93	4751893.54
W7	647032.19	4751816.78
W7	647032.53	4751773.11
W7	646389.79	4751743.05
W7	646371.73	4752383.6
W7	646181.11	4752382.63
W7	646178.1	4752406.55
W7	646617.81	4752415.68
W7	646899.41	4752421.14
W7	646987.04	4752410.54
W7	646987.04	4752365.39
W7	646999.46	4752102.37
W7	647015.26	4751922.89
W7	647029.93	4751893.54
W8	645515.3	4750073.62
W8	645515.03	4750076.23
W8	645672.1	4750240.69
W8	645699.65	4750309.38
W8	645686.31	4750344.31

W8	645802.03	4750346.8
W8	645793.89	4750342.76
W8	645800.66	4750015.81
W8	645725.85	4750015.81
W8	645551.32	4749966.93
W8	645515.3	4750073.62
W9	644969.58	4749833.11
W9	644964.1	4749833.1
W9	644961.31	4749846.22
W9	644961.91	4749911.03
W9	644973.26	4749983.06
W9	644966.76	4750330.02
W9	644966.83	4750331.12
W9	645092.64	4750333.8
W9	645092.77	4750332.41
W9	645337.16	4750337.05
W9	645391.66	4750088.95
W9	645515.02	4750076.03
W9	645515.26	4750073.36
W9	645551.32	4749966.93
W9	645481.5	4749911.1
W9	645434.16	4749839.03
W9	644969.58	4749833.11
WB1	645515.13	4750076.04
WB1	645391.67	4750088.97
WB1	645337.32	4750336.56
WB1	645686.44	4750343.35
WB1	645699.65	4750309.38
WB1	645672.09	4750240.69
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WB2	647437.3	4752098.7
WB2	647443.31	4751750.46
WB2	647168.16	4751743.17
WB2	647144.78	4751778.46
WB2	647032.42	4751773.13
WB2	647032.13	4751816.84
WB2	647029.91	4751893.6
WB2	647025.08	4751904.32

[SYMBOLS]

;;Gage	X-Coord	Y-Coord
;;-----	-----	-----

Appendix E: Specifications

SPECIAL PROVISIONS - MUNICIPAL DRAIN

I N D E X

<u>SPSCI</u>	<u>Item No.</u>	<u>Description</u>	<u>Page</u>
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A1 ROLES

The Contractor is responsible for the construction site including all approvals required for compliance with applicable legislation not already completed by the City of Port Colborne.

The City of Port Colborne, who is further recognized as The Owner, shall be responsible party for allocation of resources in support of construction where required, such as road occupancy permits during construction.

The Drainage Engineer or the Drainage Superintendent shall supervise construction and the Drainage Engineer, Drainage Superintendent or their representative shall respond to any requests by the Contractor and identify any deficiencies between the Contractor's work and the Design documents.

The Drainage Engineer is the responsible designer and will provide technical direction to the Contractor on an as needed and as requested basis from the Drainage Superintendent or their representative.

A2 ENVIRONMENTAL CONDITIONS AND COMPLIANCE

The Contractor is wholly responsible for the site environmental conditions, compliance with applicable approvals and existing legislation. The Owner will facilitate environmental approvals, but the Contractor shall control the site and be the responsible party for all construction activities.

General requirements to be fulfilled by Contractor:

- a) Department of Fisheries and Oceans, DFO.
Requirements to protect Fish and Fish habitat.
- b) Endangered Species Act, 2007 ONTARIO REGULATION 230/08
<https://www.ontario.ca/page/species-risk>
- c) Ontario Water Resources Act, R.S.O. 1990, c. O.40
- d) On-Site and Excess Soil Management, 2019 ONTARIO REGULATION 406/19 Environmental Protection Act
- e) O. Reg. 675/98: Classification and Exemption of Spills and Reporting of Discharges, Environmental Protection Act, R.S.O. 1990

Any other legislation applicable to the jurisdiction of the works.

A3 CONSTRUCTION LAYOUT

Conditions stipulated in the Niagara Peninsula Standard Contract Document also apply. Failure to comply with these conditions will result in a reduction in payment to this item.

a) Stakes

Contractor is responsible for setting any layout, alignment or grade control stakes required for construction. A Stake shall be placed to mark every cross-section grade and a second stake shall be placed to mark the limits of the Working Zone. Work Zone Stake shall be 4' wooden stake painted red at the top of the stake. Grade stake shall be placed at the Work Zone Top of Bank. X-Section stakes shall be placed at a maximum spacing of 25m. A recommended spacing shall coincide with the Profile drawings. Prior to the start of Construction, the Contractor will stake and identify the difference between the existing grade and the design grade. The Drainage Engineer shall review the stakes and the measurement of the soil to be removed. Post Construction, the Contractor shall remove all stakes.

b) Project Signage

The Contractor is responsible for the installation and removal of all construction signage and is responsible for daily maintenance of all signage throughout the contract.

A5 INSTALL AND MAINTAIN SEDIMENT CONTROL DEVICES

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document and OPSS 577, the following shall also apply:

a) SILT FENCE

Silt fence is to be placed prior to disturbing soil adjacent to the drain that could be carried by runoff into the drain. This excludes the area of the drain where The Contractor is working to re-establish Drain grade and cross-section. It includes areas adjacent to the drain impacted by clearing and grubbing for work access.(missing is a description of where a silt fence is to be placed. How frequently across the drain.)

Silt fence shall be installed in accordance with OPSD 219.190 except that the minimum height above the invert of the drain shall be 500 mm. Silt fence materials shall be in accordance with OPSS 577.05.02.02 for geotextile and OPSS 577.05.03 for stakes. Stakes shall be 1.5 m minimum height.

The silt fence shall remain in place for the duration of the section that the Contractor is working and the Contractor shall make every effort to maintain it throughout the project. The Contractor shall request Approval from the Engineer or the Drainage Superintendent for the removal of the silt fence once each section of the drain is complete. Prior to the removal of the silt fence, the accumulated silt shall be removed and leveled adjacent to the drain in accordance with the disposal of excavated material section.

b) SEDIMENT BASINS

Sediment basins have been provided along the length of the drain in an effort to minimize the transport of sediment. The Contractor shall construct the sediment basins in accordance with the construction drawings in the locations indicated. Relocation of sediment basins can only be undertaken upon approval of the Engineer.

The Sediment basin is to be constructed prior to the upstream work and shall be monitored during construction for sediment accumulation and sediment removed if the basin has more than 50% of the 0.5m depth occupied with sediment. Once the upstream work is complete, the Sediment basin shall be converted from Construction to Final as per the Design Detail Drawings. Sediment accumulated during construction shall be removed and disposed of in the manner directed by the Contract.

A5 PAYMENT; For progress payment, fifty (50) percent of the lump sum price will be paid upon installation with the balance to be paid with the final payment.

A6 ACCESS & NOTICE

The City of Port Colborne's Drainage Superintendent or designate shall provide affected landowners with notice of the commencement of construction.

It will be the Contractor's responsibility to inform the various businesses and residences of daily construction impacts in order to reduce/eliminate any problems with parked vehicles that may interfere with their operations. Ingress & egress to the abutting businesses and residences must be maintained at all times.

The Contractor shall advise the Police Department, Fire Department and Niagara Emergency Medical Service on a daily basis, with current status of the construction as it pertains to the passage of traffic within the contract limits.

The Contractor will co-ordinate with local transit to ensure minimum interruption to bus schedules. Transit, school buses and garbage and recycling service vehicles will be given priority to maintain their schedule.

The Contractor shall also maintain/provide existing pedestrian access at all times to the businesses and residents during all phases of construction in an acceptable manner.

A6 PAYMENT; Payment as a lump sum bid for this item shall be full compensation for all labour, equipment and materials necessary to meet the above requirements. Fifty (50) percent of the lump sum price will be paid on the first payment certificate. The balance will be prorated over the remainder of the working period.

B1 EARTH EXCAVATION

Work under this item shall include the supply of all labour, equipment and materials required for ditch excavation or any other type of excavation or earth work as outlined on the Contract Drawings. Ditch work involves clearing, excavation, leveling, and seeding as required. Specifications and information on the Contract Drawings shall take precedence over the standard specifications outlined below. The specifications below shall take precedence over the Niagara Peninsula Standard Contract Document Special Provisions B2.

B2 CONSTRUCTION

a) Vegetation Removal

All trees, brush, fallen timber and debris shall be moved from the ditch cross-section and to such a distance on each side to eliminate any interference with the spreading of the spoil. The roots shall be left in the banks if no bank excavation is required as part of the new channel excavation. In wooded or heavily overgrown areas all cleared material may be pushed into piles or rows along the edge of the cleared path and away from leveled spoil. All dead trees along either side of the drain that may impede the performance of the drain if allowed to remain and fall into the ditch, shall be removed prior to excavation and put in piles, unless directed otherwise by the Engineer.

Any tree removed will be offered as wood to the property owner in the form of logs from the trunk where they lay and to be moved from the site by the owner at their expense. Tree tops shall be cut and limbs stacked as piles adjacent to the drain and within the work zone.

b) Excavation

The bottom width and the side slopes of the ditch shall be as shown on the profile(s) and/or cross-sections on the Contract Drawings. Side slopes are normally one and one-half metre horizontal to one metre vertical (1.5:1) unless otherwise noted on the Contract Drawings. If a bottom width is not specified then any excavation required shall be from the bottom of the ditch without disturbing the bank slopes subject to the clearing of brush required as described in a).

c) Profile

The profile(s) on the Contract Drawings show the depth and grade for the drain improvements. The description and elevation of benchmarks that were established during the survey are shown on the profile(s) in the location for each benchmark.

d) Line

The drain shall follow the course of the existing channel and/or shall be constructed in a straight line as outlined on the Contract Drawings. A uniform grade shall be maintained in accordance with the profile(s). A variation of one hundred millimeters (100mm) above

the required grade will require the Contractor to remedy the grade to that given on the profile. The Contractor may be required to backfill any portion of the ditch that is excavated more than two hundred millimeters (200mm) below the required grade. All curves shall be made with a minimum radius of fifteen metres (15m).

e) Excavated Material

Excavated material (spoil) shall be deposited on either or both sides of the drain as directed on the Contract Drawings. Spoil upon excavation shall be placed a minimum one (1) metre back from the top of the bank, either existing or new. No excavated material shall be placed in tributary drains, depressions, or low areas, which direct or channel water into the ditch so that no water will be trapped behind the spoil bank. The excavated material shall be placed and leveled to a maximum depth of three hundred millimeters (300mm); unless otherwise instructed. The edge of the spoil bank away from the ditch shall be feathered down to existing ground. The edge of the spoil bank nearest the ditch shall have a maximum slope of 2:1. The material shall be leveled such that it may be cultivated with ordinary equipment without causing undue hardship on farm machinery and farm personnel. Wherever clearing is necessary prior to leveling, the Contractor shall remove all stumps unless the Contract Drawings specify that stumps can be covered with the leveled spoil. No excavated material shall cover any logs, brush or rubbish of any kind. Large stones or boulders in the leveled spoil that are heavier than fifteen kilograms (15kg or approximately 300mm in size roughly referred to as man stone or the size of a stone that a single person can carry.) shall be moved to the edge of the leveled spoil nearest to the ditch but in general no closer than one metre (1) to the top of bank.

Where it is necessary to straighten any unnecessary bends or irregularities in the alignment of the ditch or to relocate any portion of an existing ditch, the excavation from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and old ditch, no extra compensation will be allowed for this work. If the Contractor obtains written permission from an affected landowner stating that the owner does not wish the spoil to be leveled and such is approved by the Engineer, the Engineer may release the Contractor from the obligation to level the spoil. If spoil is not leveled that was to be leveled as part of the Contract, the Engineer shall determine the credit to be applied to the Contractor's payment. No additional compensation is provided to the owner if the spoil is not leveled.

If the affected landowner requests that the spoil be removed from the site instead of being spread adjacent to the drain within the work zone or that the grading requirement is to a higher standard than suitable for agricultural cultivation, then the Contractor shall provide trucking of the spoil including disposal at a suitable site or additional grading and shall provide the Drainage Superintendent with the specific costs for each landowner who requests such work. The Engineer shall assess the cost of the trucking of spoil to the landowner making such request.

The Engineer may require the Contractor to obtain written statements from any or all of the landowners affected by the leveling of the spoil. A written statement from the owners indicating their complete satisfaction with the leveling of the spoil is sufficient to comply

with this specification. The final decision, with respect to leveling of the spoil, shall be made by the Engineer.

f) Excavation Through Woodlots

The Contractor shall minimize disturbance through woodlots by reducing the limit of excavation to the bottom width of the drain and a minimum side slopes. The drain shall be routed around existing trees at the direction of the Drainage Superintendent or where requested by the Engineer.

Prior to performing work through a woodlot, the Contractor in coordination with the Drainage Superintendent shall mark all trees for preservation or removal within the Drain or Workzone. This mark will consist of a physical identification that will be easily understood by the landowner and consist of either colour ribbons or specific paint markings (green to keep, red mark of an 'X' for removal).

g) Excavation at Bridge and Culvert Sites

The Contractor shall excavate or clean through all bridges and culverts to match the grade line and the downstream channel cross-section. Bridges that span from bank to bank may be carefully removed to permit excavation below the bridge and then replaced to original condition. Permanent bridges must be left intact. All necessary care and precautions shall be taken to protect the structure. The Contractor shall notify the Engineer before completing excavation in the area of a bridge or culvert if the excavation will expose the footings or otherwise cause bridge instability.

Where the invert of any pipe culvert is above the grade line, the Contractor will be required to remove the culvert, clean and relay it, so that the invert of the culvert is one hundred and fifty millimetres (150mm) below the grade for the ditch bottom at this location.

h) Obstructions

In all cases, the Contractor shall ensure that the finished drain is clear of obstructions to flow. The contractor will ensure that trunks are cut flush and that any debris or snags are removed as part of the bid price.

i) Fences and private furniture or equipment

The contractor will use the identified work zone for access and shall restore any fences to an equivalent or better condition than before construction. Where possible the Contractor shall preserve existing fences, private equipment and furniture in place but where it must be moved, the Contractor shall in all cases restore to a like or better condition than existed before construction.

j) Tile Outlets

The location of all existing tile outlets may not be shown on the profile for the drain. The Contractor shall contact each owner and ensure that all tile outlets are marked prior to commencing excavation on the owner's property. If a marked tile outlet is damaged during, or altered due to construction, the Contractor shall repair or replace the damaged or altered outlet as part of the Contract. If an existing outlet pipe does require replacement the Contractor shall confirm the replacement outlet pipe with the Engineer. All tile outlets identified are considered part of the bid work.

Additional payment will be allowed for the repair or replacement of any unmarked tile outlets encountered during excavation. Where stone or concrete riprap protection exists at any existing tile outlet such protection shall be removed and replaced as necessary to protect the outlet after reconstruction of the channel.

If any outlet becomes plugged as a result of construction, the Contractor shall be obligated to free such outlet of any impediments. Where any damage results to tile leading to and upstream of the outlet, as a consequence of such construction, the Engineer may direct the Contractor to repair such tile and shall determine a fair compensation to be paid to the Contractor for performing the work.

B3 INSTALLATION OF NEW CULVERT

Work under this item shall include the supply of all labour, equipment and materials required for supply and installation of culverts as outlined on the Contract Drawings. The Niagara Peninsula Standard Contract Document Special Provision B7 shall apply but the specifications and information on the Contract Drawings shall take precedence over Special Provision B7.

Payment shall be as per Plan Quantity.

The size and material for any new ditch crossings shall be as specified on the Contract Drawings. Any crossings assembled on-site shall be assembled in accordance with the manufacturer's specifications for on-site assembly.

Where a new crossing replaces an existing crossing the following shall apply:

If directed on the drawings that the existing crossing is to be salvaged for the owner the Contractor shall carefully remove the existing crossing and leave along the ditch or haul to a location as specified on the Drawings.

If the existing crossing is not to be saved then the Contractor shall remove and dispose of the existing crossing. Disposal by burying on-site is not permitted.

All new pipe crossings shall be installed a minimum of 100mm below design grade (not as-constructed grade) or at the invert elevations as specified on the Drawings. If the ditch is over excavated greater than 200mm the Contractor shall confirm with the Engineer the elevations for installation of the new pipe crossing.

When an existing crossing is being replaced the contractor shall save all granular and riprap. New crossings can be backfilled with compacted on-site native material that is

free of large rocks or stones. Contractor responsible for any damage to a culvert pipe as a result of rocks or stones in the backfill.

All new crossings shall have a minimum 6m laneway width and end slopes shall be at 1:1 slope or flatter. Finished crossing elevation shall provide a minimum of 300mm cover. Finished crossing surface shall be a minimum 150mm depth of Granular A for the minimum 6m width and extending from top of bank to top of bank using salvaged granular or imported granular as required.

Installation of private crossings during construction must be approved by the Engineer before the culvert is installed.

Where riprap protection is called for at either or both ends of a new culvert, such riprap shall be in accordance with Special Provision B4.
Payment will be based on plan quantity.

Riprap to be adequately keyed in along the bottom of the slope. Riprap to extend to top of pipe or as directed on the Drawings. No riprap is required in the ditch bottom on the upstream side of a crossing. If riprap is required in the ditch bottom on the downstream side of a crossing it shall be specified on the Drawings. Any new end face slope not protected by riprap shall be seeded as per specifications for ditch bank seeding.

B4 HAND LAND RIP RAP WITH FILTER CLOTH

Rip rap complete with filter fabric underlay (geotextile) shall be placed by the Contractor at the locations shown on the drawing or as requested by the Drainage Superintendent. Rip rap shall consist of 200 – 250 mm dia. stones (min.) and shall be placed at 300 mm minimum thickness. Along upstream edges, where surface water will enter the drain, the underlay shall extend a minimum of 300 mm upstream from the rip rap and be keyed into the soil a minimum of 300 mm. The finished elevation of the rip rap shall be at design elevation or flush with the ground.

Work under this item shall include the supply of all labour, equipment and materials required for placing riprap as outlined on the Contract Drawings. The Niagara Peninsula Standard Contract Document Special Provision B20 shall apply but the specifications and information on the Contract Drawings shall take precedence over Special Provision B20.

Payment shall be as per Plan Quantity.

C1 COMPLETION

At the time of final inspection, all work in the contract shall have the full dimensions and cross-sections specified.

PAYMENT; Payment is for all work complete on the basis of a measured linear distance inclusion of all items identified above. Where a culvert is removed and reinstalled, compensation shall be in the form of a per each payment. Where a tile is discovered and constructed as an outlet, compensation will be in the form of a per each payment for tile outlets repaired.

C2 AS-CONSTRUCTED DOCUMENTATION

For the 'as-constructed' works, the Contractor must provide the City of Port Colborne with an electronic version of the final drainage works as surveyed post construction, to be imported into AutoCAD or GIS. This copy must confirm that the design grade and cross-section details for all drainage work and the invert elevations and lengths for all culverts complies with the Engineer's Report. Survey spacing shall be to a minimum of 25m.

All work must be in an acceptable electronic format that the City of Port Colborne can use and all work must be completed using the verified geodetic benchmarks. The submission of the As-Constructed works will be in a common delimited format having the form as follows:

Numeric key, Northing, Easting, Elevation, Coded identifier & optional description
For the coded identifiers, the City of Port Colborne will provide a table for reference along with an example file from a past project for comparison. The City will certify the as-constructed files with respect to their completeness.

Failure to provide a certified as-built file will result in the delay of substantial completion and/or contract completion. In the event that the contractor asks the City to perform the AS CONSTRUCTED SURVEY, then payment for the lump sum item is negated.

A4 PAYMENT; Payment in full at the lump sum bid price for this item shall be made only upon completion and approval by the Contract Administrator.



Subject: Transit Agreement to December 2021

To: Council

From: Corporate Services Department

Report Number: 2021-167

Meeting Date: June 14, 2021

Recommendation:

That Corporate Services Department Report 2021-167 be received;

That the transit agreement with the City of Welland attached as Appendix A of Corporate Services Department Report 2021-167, be approved; and

That a by-law to enter into a transit agreement with the City of Welland be brought forward.

Purpose:

The purpose of this report is to enter into an agreement for transit services with the City of Welland until December 31, 2021.

Background:

On January 11, 2021 through Report 2021-15 Council approved a move to OnDemand Transit services in partnership with the Niagara Region. Inherently, the model change was intended to coincide with ongoing transit governance discussions within the Niagara Region. It is staff's understanding that the Niagara Region will be before Council later this summer/early fall with an update and potential decision points.

As denoted in Report 2021-15 the City of Port Colborne's agreement with the City of Welland has expired. While Report 2021-15 identified a proposed start date around June 2021, a subsequent Report 2021-31 identified this potential start date may be better aligned with a December 31, 2021 date.

Discussion:

In recognition of the ongoing transit governance discussion taking place among the Niagara Region and local area municipalities, staff recommend a transit agreement between the City of Port Colborne (the “City”) and the City of Welland be established.

The attached agreement (Appendix A) is a new agreement that follows the format of previous agreements. The agreement would take the City to December 31, 2021.

This extended agreement will provide additional time for ongoing discussions with the Niagara Region regarding OnDemand, the City of Welland regarding current operations, and local area municipalities regarding transit governance.

Staff continue to thank the City of Welland staff for their continued cooperation in providing this service.

Financial Implications:

No change in budgeted funding is required with this recommendation.

Conclusion:

That the transit agreement with the City of Welland attached in Appendix A of Corporate Services Report 2021-167, be approved.

Appendices:

- a. Transit Agreement PC 2021

Respectfully submitted,

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

Report Approval:

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

THIS AGREEMENT made this 1st day of April, 2021,

Between:

THE CORPORATION OF THE CITY OF WELLAND

(hereinafter referred to as "Transit")

OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter referred to as the "City")

OF THE SECOND PART

WHEREAS Transit has agreed to provide transit services to the City (the "Services") within Port Colborne with respect to the transit routes as more particularly described in Schedule "A" and being the Port Colborne East and West (collectively referred to herein as the "**Routes**");

AND WHEREAS the City has agreed to provide compensation for the provision of the Transit Services as detailed herein;

AND WHEREAS the parties previously entered into an agreement authorized by Council on December 4, 2018 by By-law 2018-113 with attached agreement (undated) for the provision of Transit Services, which terminated as of March 31, 2020;

AND WHEREAS Transit continued to provide Transit Services to the city without written agreement for the period ending March 31, 2021;

AND WHEREAS the parties wish to enter into this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. In this Agreement "Service Cost" shall mean the amount set forth in Schedule "B" hereof.
2. This Agreement shall commence on the 1st day of April, 2021 and terminate on the 31st day of December, 2021 (the "Term").
3. This Agreement may be extended upon mutual agreement between the parties with ninety (90) days notice.
4. The City or their designate (Transit Advisory Committee) shall continue to meet with Transit to enhance all matters pertaining to the provision of public transit service by Welland Transit in Port Colborne.
5. Transportation data pertaining to the Services, as may be reasonably required, shall be available to both parties during normal working hours upon request.
6. Each of the parties shall maintain and provide proof of general liability insurance of not less than \$15,000,000 naming the other party as an additional insured. The proof of insurance shall be satisfactory to the other party acting reasonably and shall contain a provision requiring the insurer to serve the other party at least thirty (30) days written notice of any cancellation of such policy. In addition, Transit agrees to maintain vehicle liability insurance at not less than \$ 10,000,000.
7. Each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party from and against all actions, causes of actions, liabilities, claims and demands whatsoever, including third party claims with respect to any damage or loss whatsoever (including without limitation, direct or indirect, special or incidental or consequential bodily injury or loss of life) arising or resulting out of any negligence by the Indemnifying Party in connection with the Services provided under this Agreement.
8. Transit will not be held responsible for any service disruptions due to unforeseen circumstances (i.e. weather, accidents, strikes, traffic congestion, detours, road closures, pandemics, and mechanical breakdowns). The responsibilities of Transit shall be as follows:
 - (i) to operate the Routes in accordance with the schedules set out in Schedule "A" attached hereto;

- (ii) at its sole cost and expense, to provide the necessary buses and manpower to operate the Services including all administration and licensing requirements;
- (iii) at its sole cost and expense, to maintain all buses in a good and safe working order and condition;
- (iv) not to change the hours or the level of service with respect to the Routes within the City of Port Colborne limits, without the prior written consent of the City;
- (v) to invoice the City monthly for the Service Cost , plus HST, with a monthly ridership report;
- (vi) to provide Transit information to customers, as well as assist with marketing initiatives including print and website materials;
- (vii) to work with the City to support post-secondary transportation connections, including monthly post-secondary ridership totals;
- (viii) to work with the City to ensure fare media employed on the City's transit services are acceptable to Transit;
- (ix) to provide any bus stop signage to the City for installation;
- (x) to appoint one person to the Port Colborne Transit Advisory Committee;
- (xi) to ensure accessibility standards are in compliance with the Accessibility for Ontarians with Disabilities Act (Ontario) with regard to the operation of the buses and the operators; and
- (xii) to investigate any new revenue sources, such as advertising, and other cost saving measures which could reduce the Service Cost.
- (xiii) To review new technologies, which would better serve the customer experience and enable operational efficiencies.
- (xiv) To credit the City with all revenues from the post secondary U Pass Agreements for students travelling on the Community Bus routes.

8. The responsibilities of the City shall be as follows:

- (i) to pay the Transit a monthly fee ~~within 30 days of receipt of invoice~~ based upon the Service Cost as set out in Schedule "B" to this Agreement and as amended from time to time pursuant to the terms of this Agreement for the provision of the Services;
- (ii) to work with Transit to ensure there are common fares;
- (iii) to maintain all stops and or shelters on the bus routes within the municipal boundaries of Port Colborne;
- (iv) to determine the level of service to be operated on the Routes and to give to Transit at least one sixty days (60) days written notice prior to December 31, 2021. Any increase or reduction in the level of service shall be accompanied by a corresponding increase or reduction in the Service Cost agreed upon by the parties, acting reasonably, and pro- rated by the increase or decrease in the number of days of service being provided and the number of hours of Services provided;
- (v) to provide for the installation of benches and shelters, as required;
- (vi) to provide Transit with proper notice of any construction, road closures and winter events which may interrupt the transit service; and
- (vii) to ensure that all bus stops and amenities comply with the Accessibility for Ontarians with Disabilities Act (Ontario).

9. Any notices permitted or required under this Agreement shall be given by personal delivery, email or sent by prepaid registered mail to the parties at the following addresses. Notices sent by registered mail shall be deemed to be received three regular business days after mailing and notices personally delivered shall be deemed received on the day they are delivered and notices sent by email shall be deemed received on the next business day.

To the City at: City Hall, Attention: City Clerk
66 Charlotte Street
Port Colborne, Ontario L3K 3C8

To Transit at: City Hall, Attention: City Clerk
60 East Main Street
Welland, Ontario L3B 3X4

10. Any and all disputes, claims or controversies arising out of or in any way connected with this Agreement, its negotiation, performance, breach, existence or validity shall be referred to and finally settled by binding arbitration conducted by three arbitrators in accordance with the Arbitration Act (Ontario). The place of the arbitration shall be in Port Colborne, Ontario. The language of the arbitration shall be English. The parties shall each appoint an arbitrator within 10 days following written notification of a dispute by one of the parties to the other. If a party fails to appoint an arbitrator within such a 10 day period, the parties agree that the party who has selected an arbitrator may make application to a judge of the Ontario Superior Court of Justice (the "Court") for the appointment of the second arbitrator; the

appointment of the Court of the second arbitrator shall be final and binding. The two arbitrators so appointed shall be within 10 days following their appointment select a third arbitrator, failing which the parties agree to make application to the Court for the appointment of a third arbitrator; the appointment by the Court of the third arbitrator shall be final and binding. The parties agree that the third arbitrator shall chair the arbitration. The arbitration shall be carried out in accordance with the Arbitration Act (Ontario). Any decisions so made by the arbitrators shall be final and binding upon the parties and there shall be no appeal from the decision of the arbitrators. The cost of the arbitration (other than the legal fees and disbursements of each party's legal counsel) shall be borne equally by the parties.

- 11. This Agreement shall be binding upon the parties hereto, their successors and assigns and time shall be of the essence.
- 12. This Agreement and the Schedules hereto constitute the entire agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement, whether oral or written, expressed or implied, statutory or otherwise, except as specifically set out in this Agreement.
- 13. Nothing in the Agreement shall be deemed in any way or for the purpose to constitute any party, the partner of any other party.
- 14. No modification, supplement, termination, waiver or amendment to the Agreement may be made unless agreed to by the parties in writing.
- 15. The rights of either party hereunder shall not be assignable without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 16. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals duly attested to by the hands of the proper signing officers in that behalf.

THE CORPORATION OF THE CITY OF WELLAND

Frank Campion, Mayor

Tara Stephens, City Clerk

THE CORPORATION OF THE CITY OF PORT COLBORNE

William C. Steele, Mayor

Amber LaPointe, City Clerk

Port Colborne Community Bus Summary

Schedule A:

701		PORT COLBORNE EAST			
		🚩 Flag Stop Bus Route 🚩			
Time of Day	Port Colborne City Hall (Depart)	Vale Health & Wellness Centre	Colborne St & McRae Ave	Fares St & Bell St	Port Colborne City Hall (Arrive)
MONDAY - FRIDAY					
AM	7:00	7:11	7:17	7:22	7:27
	and every 60 minutes until				
	11:00	11:11	11:17	11:22	11:27
PM	1:00	1:11	1:17	1:22	1:27
	and every 60 minutes until				
	5:00	5:11	5:17	5:22	5:27

Schedule B:

The Port Colborne Community East and West Routes constitute the following hours and subsequent costing.

Hours of Service:

11.5 hrs. per day (including 'Travel Time' paid to Operators)

Days of Service:

250 days per year (Mon. to Fri. less 10 statutory holidays)

Hourly Cost of Service:

\$100.79 per hour Total Annual Cost of Service: \$289,771.25

Subject: Big Bass Champion Fishing Tournament 2021

To: Council

From: Chief Administrative Office

Report Number: 2021-154

Meeting Date: June 14, 2021

Recommendation:

That Chief Administrative Office Report 2021-154 be received;

That City sponsorship of the 2021 Big Bass Champion Fishing Tournament be approved, with \$4,000 in financial support from the City, City assistance with event promotion and marketing on social media, and waiving the permit fees for the use of H.H. Knoll Park; and

That approval of the above-noted event and sponsorship is conditional on the Big Bass Champion Fishing Tournament submitting a certificate of liability insurance in the amount of \$2,000,000 naming the City of Port Colborne as additional insured.

Purpose:

The purpose of this report is to present a request from Eric Hill, seeking support to host the Big Bass Champion Fishing Tournament on Saturday, September 18 and Sunday, September 19, 2021 at Sugarloaf Harbour Marina and H.H. Knoll Lakeview Park.

Background:

The Big Bass Champion Fishing Tournament ('the Event') will be a new fishing tournament in Port Colborne. The organizer, Eric Hill is also the organizer of the Canadian Tire Lake Erie Open Bass tournament that is run on the Niagara River annually in the fall.

The Event goal is to establish a presence in Port Colborne as an annual event that will continue to grow to attract experienced and new anglers. City staff see value in this

partnership and the potential for economic benefits to the Port Colborne community in the future.

The tournament organizer has been working with City staff and with direction of the City's Emergency Control Group to prepare COVID protocols for this event, to ensure that the health and safety of everyone involved is a top priority. The overview of COVID protocols is attached as Appendix B.

The tournament organizer has submitted a proposal to City staff that can be viewed in Appendix A. The proposal involves requests to waive fees, assist with promotion of the tournament, and provide a \$10,000 financial contribution. As a result, staff have reviewed the event requirements with the tournament organizers, including infrastructure and logistical support (similar to the level of support provided by the City for other fishing tournaments).

The tournament organizers stated that the financial support would help alleviate costs of the tournament that include:

- Insurance costs;
- Branded event tents and supplies for on-site operations for the tournament;
- Website design and domain;
- Social media advertising campaign, promotional video, promotional posters, newspaper/magazine advertising;
- Weigh-in equipment including generator, weigh scale, and other supplies;
- Junior angler prize purse;
- Tournament championship prize purse estimated to exceed \$20,000; and
- Hand sanitizer, masks, other protective equipment for event staff and volunteers.

Discussion:

The Big Bass Champion fishing tournament promotes sport fishing tourism in the City and enhances the City's recognition as an "Ultimate Fishing Town" destination (a designation awarded to the City of Port Colborne in 2013/14). The City has provided infrastructure and logistical support for other tournaments in the past, which in turn has helped event organizers promote and maintain manageable tournament participation fees. If Council approves the recommended funding and waiver of fees, the Big Bass Champion will recognize the City of Port Colborne as an event sponsor.

Council approved the establishment of an account dedicated to supporting local fishing tournaments during its 2019 budget deliberations and allocated a total of \$25,000 to the account for this purpose. Should Council approve the staff recommended amount of funding, it will be allocated from this account.

Staff recommend that the City should waive all related fees and assist with promotion of the event. Staff also recommend that the City provide \$4,000 as a financial contribution rather than the \$10,000 that is being requested. In order to provide sufficient support to other fishing tournaments in Port Colborne, staff feel that \$10,000 is too much to sustain on an annual basis. Staff also feel that during provincial COVID-19 related restrictions on gathering and operation levels of local businesses the true benefit to the community will not be realized as it would during a 'normal' year. The City values the partnership with this fishing tournament and sees great potential moving forward and would like to take steps to ensure that support is provided this year to build for future growth.

In addition to other conditions of approval that may be imposed by the City, the City's festivals and events insurance policy requires event organizers to carry a minimum of \$2 million in general liability insurance (or \$5 million for an event involving alcohol). The organizer is required to file a Certificate of Insurance, naming the City as an additional insured, to the City prior to the event.

Internal Consultations:

The Big Bass Champion fishing tournament has been discussed internally with the Economic Development and Tourism Service division staff, the Sugarloaf Marina Manager, and the Emergency Control Group.

Event staff presented the proposal and COVID-19 protocols plan to the Emergency Control Group for consultation. The protocols have been approved by the Emergency Control Group and event staff will work with Sugarloaf Marina staff to ensure they are implemented in a safe manner. The Emergency Control Group advised that if the Niagara Region is under a lockdown or stay-at-home order for the date of the tournament, that the City will not support the event.

In Appendix "B" there are two options that have been presented by the event organizer. The preferred option by the City and the event organizer is weigh-in procedure "B". If Public Health restrictions loosen by the tournament dates, staff will look to re-evaluate the protocols for the tournament.

Financial Implications:

As mentioned previously in the report, the event organizer is requesting the waiver of park rental fees and assistance with promotion of the tournament. The approximate value of the fees is \$150 and the assistance with promotion will include staff time. The organizer is also requesting a financial contribution of \$10,000. Staff recommend that the City provides \$4,000 in financial support.

Conclusion:

In conclusion, Economic Development and Tourism Services staff recommend that City sponsorship of the 2021 Big Bass Championship be approved, with sponsorship to be provided as follows:

- a. Waiving of permit fees for the use of H.H. Knoll Park.
- b. City assistance with event promotion and marketing on social media.
- c. \$4,000 in financial support.

Approval of the above noted event and sponsorship is conditional on the Big Bass Champion Fishing tournament submitting a certificate of liability insurance in the amount of \$2,000,000 naming the City of Port Colborne as additional insured.

Appendices:

- a. Big Bass Champion Proposal
- b. Big Bass Champion COVID Protocols

Respectfully submitted,

Luke Rowe
Event & Volunteer Coordinator
905-835-2900 ext. 566
Luke.rowe@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 Port Colborne Proposal



I am in the process of organizing a large-scale two-day Bass tournament.
The Bass Pro Shops Big Bass Champion will be held on Sept 18 & 19, 2021.

The tournament format will have both the seasoned bass tournament angler as well as the everyday “father & son” type of anglers in attendance. I estimate that we will draw in 150 to 250 anglers in our very first year. The angler field size is an estimate from many years of hosting successful bass tournaments.

The Bass Pro Shops Big Bass Champion will continue to grow as it will be an annual event that will always have returning, and first-time participants included. We will continue to reach more and more people through a multitude of advertising avenues and will be constantly striving to achieve maximum participation numbers every year. Post Covid, this event could turn into a weekend long fishing festival in HH Knoll Park with vendors.

The tournament will become an annual favorite for the anglers because of the location on Lake Erie, time of year, competition format, affordable entry fee and amazing championship prizes.

What we are missing is the perfect venue. We need a place where anglers will feel welcome, comfortable and secure.

The Port Colborne Proposal



The Bass Pro Shops Big Bass Champion – Summary

September 18 & 19, 2021

\$120 per person entry fee (includes Hst)

Live Release

Cash & Prizes for the Top 10 biggest Smallmouth Bass weighed in overall.

Championship purse example: based on 200 entries

(subject to change as tournament details are still being worked out, BPS 100mph rain gear, tops & bottoms - \$700 retail)

1st - \$10,000 2nd - \$4000 3rd - \$3000 4th - \$2000 5th - \$1000

6th -  7th -  8th -  9th -  10th - 

Top 4 Juniors (Not in the overall Top 10 & must be 17 years old and under)

1st - \$250 BPS Gift Card + Halo Fishing Rod

2nd - \$250 BPS Gift Card + Halo Fishing Rod

3rd - \$250 BPS Gift Card + Halo Fishing Rod

4th - \$250 BPS Gift Card + Halo Fishing Rod

The Port Colborne Proposal



Eastern Lake Erie has the best Smallmouth Bass fishing in the World.

How can we show this off?

Host The Bass Pro Shops Big Bass Champion at Canada's ultimate fishing town - Port Colborne!

What will this accomplish for Port Colborne?

Port Colborne will reap all the positive economic impacts that go along with large scale Bass tournaments.

Our tournament specifically highlights Big Bass, when anglers read the annual tournaments results, they will be sure to put Port Colborne at the top of their big Bass destination bucket list.

The Port Colborne Proposal



Join the Team.

Bass Pro Shops has partnered with Big Bass Champion,
and we are looking for an event Host!!

We will be engineering a massive promotional blitz soon.

Website, Facebook, Instagram, Twitter accounts.

Creating a digital and paper media marketing campaign.

Producing a promotional video to advertise on our social platforms.

Event tents, various apparel and promo posters.

We are actively seeking to secure the best possible event location to host.

The Port Colborne Proposal



The Bass Pro Shops Big Bass Champion is requesting \$10,000 from the City of Port Colborne to help support our tournament.

The Port Colborne Proposal



HELPING TO SUPPORT THE EVENT

Port Colborne fund's will be used to help offset the some of the associated financial burdens of operating a large-scale event as out lined below as well as add to the championship purse. ...and in return Port Colborne will receive positive economic impacts that coincide with hosting a large-scale bass tournament!

Big Bass Champion Expenditures

\$5M liability event insurance
Event Tents
Website design and domain
Social Media advertising campaign
Promo video production
Promo posters / news paper / magazine advertising
Generator/s
Weigh Scale
Miscellaneous
Junior Angler Prize Purse
Tournament Championship Prize Purse est. \$20,000 to \$30,000

The goal of becoming an annual event starts with a solid foundation that will be the result of this year's success!!

*Should the 2021 Big Bass Champion not be able to take place due to Covid protocol restrictions as of September 2nd, 2021. The Port Colborne funding will be held in good faith by Big Bass Champion and will host a 2022 event as promised in 2021, or a later 2021 date can be determined.

The Port Colborne Proposal



Details and Requests:

Site Map of launch shows where we would like to see our event weigh-in / promotional area located

Requesting, City imposed event/permit fees (i.e., permits, electrical hookup etc.) be waved in support of The Bass Pro Shops Big Bass Champion hosting in Port Colborne.

Permission is requested to use HH Knoll park as overflow parking if needed
It is estimated that the gravel parking lot holds 80 trucks and trailers,
it would be beneficial if overflow parking could be directed to HH Knoll Lake View Park
(grass parking if needed, and only if the grounds are dry, to not have any tire depressions in the grass)

Requesting that the city not permit any competing fishing or large-scale events in the HH Knoll area September 18th and 19th.

Tournament participants, would appreciate free launching on the weekend of the event. No benefit to BBC event.

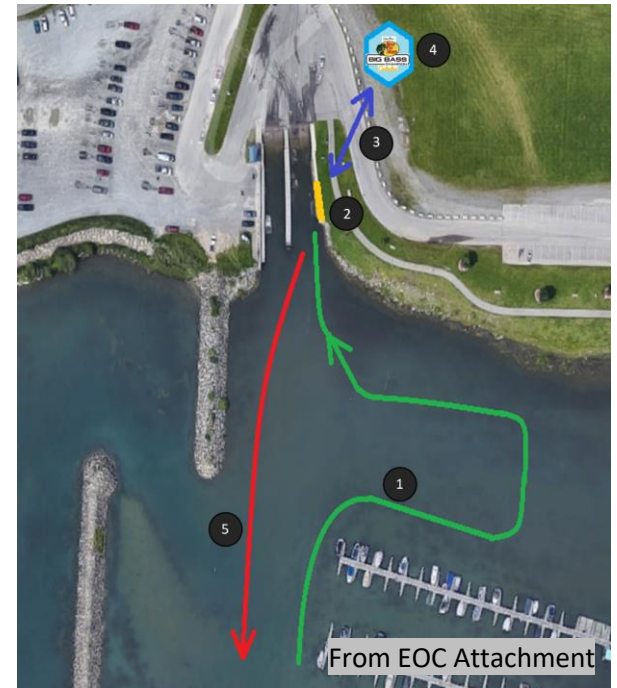
Customer retention is the basis for a successful annual event, so everything we can do for our anglers is the key to our continued success.

We should have a good idea of the number of participants two weeks prior to the event.

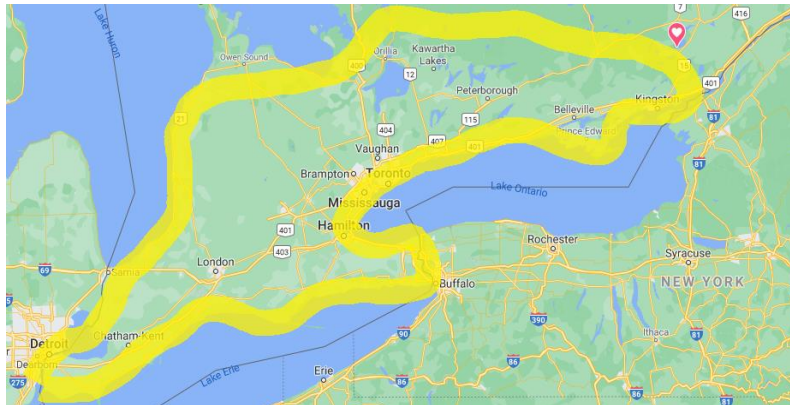
Written permission from Port Colborne will have to be given before the city logo can be included. (The city will be requested to provide high quality versions of the logo, should they want logo inclusion. Logo inclusion, digital and paper media only)

Port Colborne to provide dock access to facilitate tournament needs. Covid protocols, weigh-in procedures/locations will be described in Tournament Overview (as seen by the Port Colborne Emergency Operations Committee)

Thank you for all your considerations,



The Port Colborne Proposal



Marketing Target Area



Example of Event Tents

The Port Colborne Proposal



There can only be ONE champion...

The Bass Pro Shops Big Bass Champion

Hosted By Port Colborne



The Port Colborne Proposal

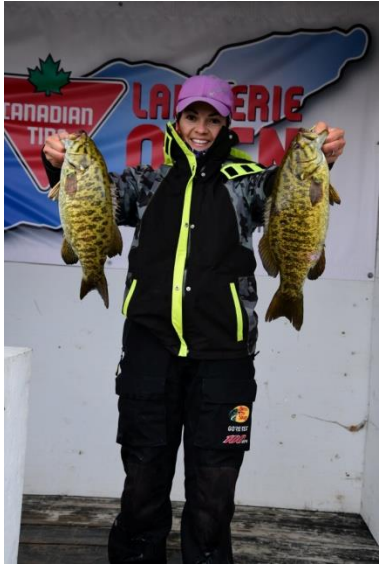
Eric Hill, Big Bass Champion Owner:

A long history of trust and good faith with Canadian Tire Corp. partnering with the Lake Erie Open

- Eric Hill, Founder & Organizer of The Canadian Tire Lake Erie Open (Live Release) Bass Tournament.
- Operates annually in Niagara Falls, Ontario, Thanksgiving Day weekend for the past 7 years.
- The Canadian Tire Lake Erie Open sells out every year with a 180-angler field +20 boat wait list.
- This single day tournament draws in anglers from as far away as Kingston, Ontario.
- Professional angler/TV host Bob & Wayne Izumi participate annually.
- The tournament is an angler favourite from both Southern Ontario and Western New York.
- The tournament's blast off takes place in the Niagara River, which allows the tournament to run regardless of the winds.
- High winds, restricts the anglers to only fish the Upper River and rescheduling is never required.
- There has not been one instance of controversy. Instead, we have set the standard for extraordinary.

Note: This tournament operated with event specific Covid protocols in 2020 and had full support and guidance from Niagara Health.

Reference - @ctcerieopen on Facebook, Canadian Tire Lake Erie Open page.



Erie Open Tournament
founder/director/emcee
Eric Hill





Thank you for all your considerations,

Eric Hill
Big Bass Champion, Owner

68 Buckley Terrace
Fonthill, ON L0S 1E5
289-407-4384

bigbasschampion@gmail.com



Tournament Overview

Big Bass Champion, will be providing all the participants a detailed angler information package email that will include; current Covid protocols that are in place with our tournament, parking/launching guidance, weigh-in procedure, etc. I will be working closely with Niagara Health and the Port Colborne Emergency Operations Committee to assemble appropriate guidelines for the Port Colborne event. The interim will see all the Bass Pro Shops Big Bass Champion preparations to be gear to "RED ZONE" Covid protocols. These protocols can be scaled back should Niagara be in a more friendly Covid colour zone come tournament time. The protocol will incorporate things like, event workers will always wear masks, participants will wear masks when weighing in a fish, hand sanitizer will be readily available at the weigh-in, weigh-in will be designed to not have more than 1 angler at a time in the weigh-in area, no gathering policy in place, Covid screening form. Please reference more information below as well as in the weigh-in procedure found in the following slides.

No Gathering:

There will be a no gathering policy in effect on any of the grounds, parking lots, launch ramps before and after boating. Weigh-in spectators will be discouraged.

Covid Screening Form:

All participants will receive Covid Screening forms in their Angler Information Package, example right.

Note:

Niagara Health was very helpful with assisting to establishing proper Covid protocols that were put into place to safely host a very successful Canadian Tire Lake Erie Open Bass Tournament October 2020. (This is a Bass tournament which I run annually out of the Niagara River)

In Closing:

The Port Colborne Emergency Operations Committee and Niagara Health will be inclusive to the full operation of the event. Like Niagara Health it would be preferred that one EOC representative liaison be assigned to work with us directly. Any questions or concerns please email bigbasschampion@gmail.com



Covid-19 Screening Assessment

Every angler MUST complete this form before entry into our tournament is permitted

Do you have any of the following:

- | | | |
|-----------------------------------------------------------------|---------------------------|--------------------------|
| 1. Fever / chills | <input type="radio"/> Yes | <input type="radio"/> No |
| 2. New cough or a cough that is getting worse | <input type="radio"/> Yes | <input type="radio"/> No |
| 3. Difficulty breathing | <input type="radio"/> Yes | <input type="radio"/> No |
| 4. Shortness of breath (even when sitting or walking regularly) | <input type="radio"/> Yes | <input type="radio"/> No |
| 5. Sore throat (not due to allergies) | <input type="radio"/> Yes | <input type="radio"/> No |
| 6. A runny or congested nose (not due to allergies) | <input type="radio"/> Yes | <input type="radio"/> No |
| 7. Unusual level of fatigue | <input type="radio"/> Yes | <input type="radio"/> No |
| 8. Unusual headache | <input type="radio"/> Yes | <input type="radio"/> No |
| 9. Nausea / vomiting, diarrhea, or loss of appetite | <input type="radio"/> Yes | <input type="radio"/> No |
| 10. Feeling unwell for an unknown reason | <input type="radio"/> Yes | <input type="radio"/> No |

Has someone you are in close contact with tested positive for COVID-19?

☐ Yes ☐ No

Have you returned from travel outside Canada in the past 14 days?

☐ Yes ☐ No

Do you live with someone who is awaiting COVID-19 tests results who 1) was tested due to symptoms **OR** 2) was tested due to close contact with someone who tested positive?

☐ Yes ☐ No

I hereby certify that the information that I have given here in this form is true

Name: _____ Phone: _____

Address: _____

Email: _____

Signature: _____ Date: _____

Tournament Overview

We are NOT your traditional Bass tournament

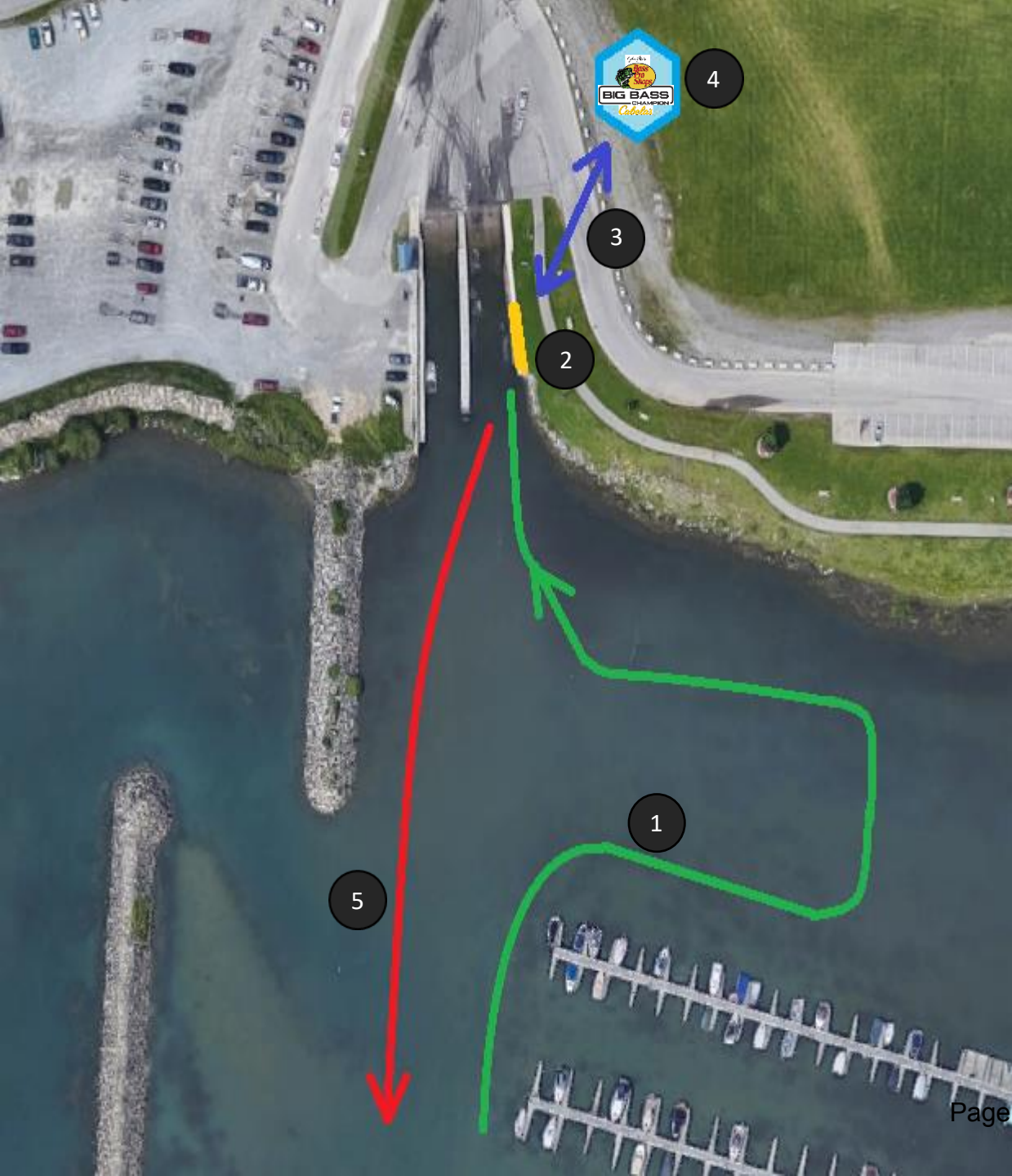
There will be NO pre-tournament anglers meeting

There is NO morning group blast off

NO five fish limit & NO end of the day group weigh-in

- The event that will be competitive and challenging, rewarding both skill and luck.
- The format and affordable entry fee will see all angler types participating.
- 2 Day Tournament, September 18th and 19th.
- Entry fee is \$120 per angler, 4 anglers maximum per boat.
- Fishing will be permitted from 5am to 5pm.
- Anglers are free to fish for as long or as little as they wish within the allotted 24hrs of fishing time.
- Weigh scale will be open daily from 11am to 5pm.
- Only the TOP 10 biggest Smallmouth Bass weighed in over the two days will win.
- Additional prizes will be awarded to the Top 4 junior aged anglers who do not finish in the overall top 10.
- Minimum size allowed to weigh-in is 5lbs.
- This is a 100% live release event; dead fish will not be permitted to be weighed in.
- Social media by-the-minute updates for the TOP TEN BIG BASS.
- Social media updates will be used to inform anglers to NOT retain “out of the money” sized Bass.
- Estimated that under 40 Bass will be submitted for weigh-in over the entire two-day event.
- Anglers are responsible for releasing their catch back to the main lake.





On Land Covid “Red Zone”, September 18th & 19th

Weigh-In Procedure “A”

- 1 – Green Line shows the path for Boats to follow when driving in from the main lake, to weigh-in with their catches. Remaining in single file is MANDATORY, when multiple boats are staging to weigh-in.
- 2 – There will be a reserved section on the dock (24 feet long) for participants to weigh-in, one at a time. When this section is clear - a participant can pull in, dock their boat and start the weigh-in process. A BBC Staffer will be present near by to hand over a sanitized weigh-in bag to the participant. This bag will be used to carry their catch and some live-well water to the weigh-in station.
- 3 – A single participant of the team, wearing a mask, will walk their catch (in the weigh-in bag) over to the weigh-in station.
- 4 – The event Weigh-Master will receive the weigh-in bag from the participant and scale the catch. After being weighed, the catch will be returned to the participant via the weigh-in bag. The participant will walk back to their boat, dump their catch back into the boats livewell and hand the weigh-in bag back to the BBC Staffer.
- 5 – Red line shows the lane that the Boat/Team will travel to clear the reserved weigh-in dock area and return to the main lake to “Live Release” their catch.

Notes:

- a) BBC Staffers and Weigh-Master will always wear masks. New gloves will be worn before every new exchange with a participant, and hands will be sanitized in between. All weigh-in bag handles will be sanitized between uses.
- b) Long line ups of boats are not expected due to the format of the event.
- c) Boat Launches will always remain unobstructed for two boats in and two boats out for full public use during the BBC event.
- d) There is enough room to navigate around the reserved section that BBC boats will be docked at, in order to always have two launches available to pull boats out of the water.
- e) No gathering or spectating will be permitted

On Water Covid “Red Zone”, September 18th & 19th

Weigh-In Procedure “B”

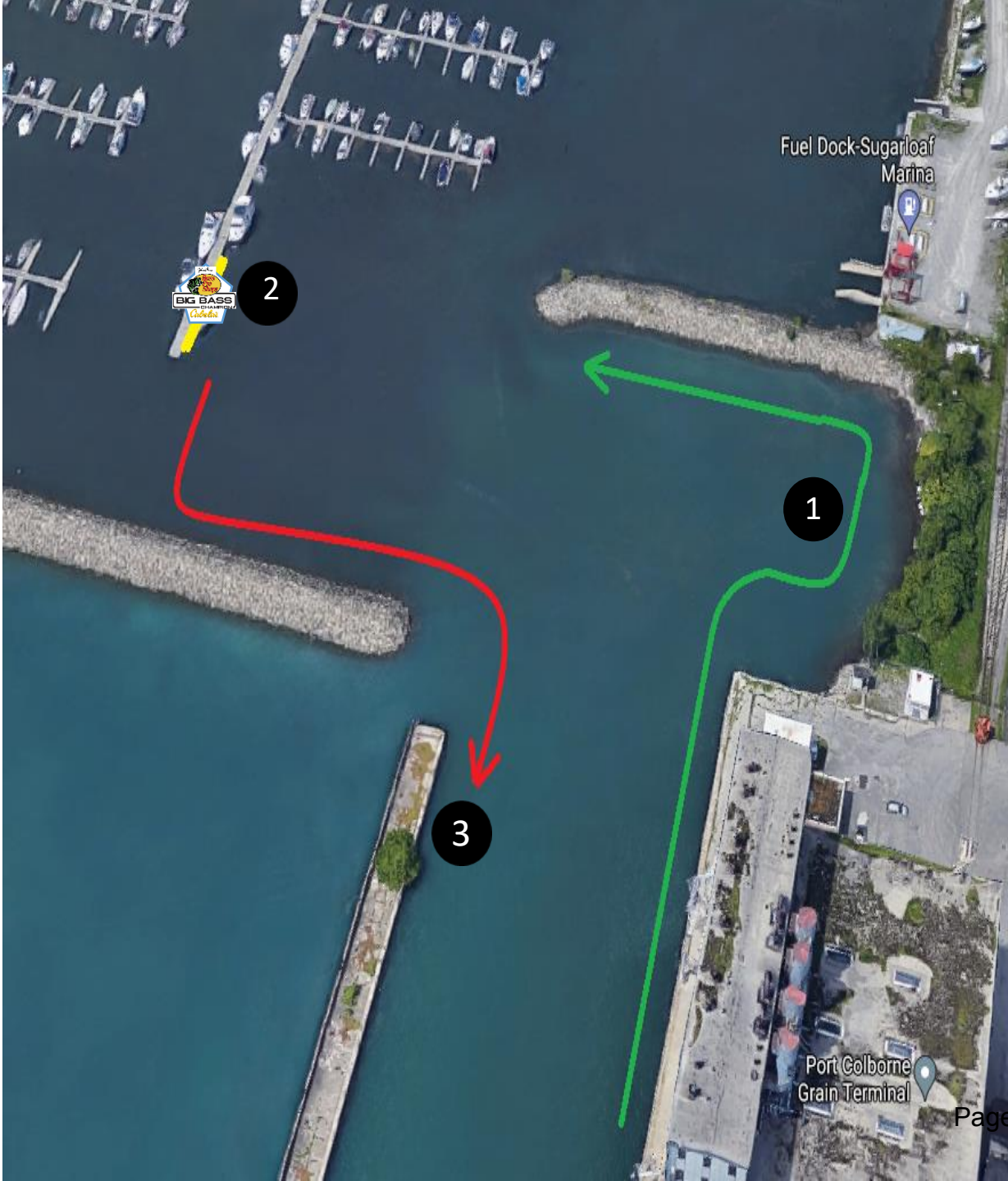
1 – Green Line shows the path for Boats to follow when driving in from the main lake, to weigh-in with their catches. Remaining in single file is MANDATORY, when multiple boats are staging to weigh-in. Boats are to remain in the staging lane area (green line on diagram) until the weigh-in dock is clear to receive you.

2 – There will be a reserved section on the dock (24 feet long) for participants to weigh-in, one boat at a time. When this section is clear – the participant in the front of the staging line can pull up, tie up their boat along side the docked weigh-in boat and start the weigh-in process. The event Weigh-Master will give a mesh weigh-in bag to the participant. The participant will put their fish into the mesh bag and hand it back to the weigh-master. The fish will be scaled and returned to the participant.

3 – Red line shows the lane that the Boat/Team will travel to clear the reserved weigh-in dock area and return to the main lake to “Live Release” their catch.

Notes:

- a) BBC Staffers/Weigh-Master on the weigh-in boat will always wear masks and full-face shields. New gloves will be worn before every new exchange with a participant, and hands will be sanitized in between. All mesh weigh-in bag handles will be sanitized between uses.
- b) All participants must wear masks when at the weigh-in.
- b) Long line ups of boats are not expected due to the format of the event.
- c) Boat Launches will always remain unobstructed for two boats in and two boats out for full public use during the BBC event.
- d) No gathering or spectating will be permitted





Community Services

Legislative Services

June 1, 2021
File #120203

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON K1A 0A6
Justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Honourable and Dear Sirs:

Re: Capital Gains Tax on Primary Residence

The Municipal Council of the Town of Fort Erie at its meeting of May 31, 2021 passed the following resolution:

Whereas primary residences are currently exempt from a capital gains tax, and

Whereas currently secondary and additional non-primary properties are subject to capital gains, and

Whereas the Federal Government is currently looking into a primary residence capital gains tax as they have recognized that affordable housing has become a serious issue in Canada, and

Whereas smaller communities including the Town of Fort Erie are seeing unprecedented higher selling prices that are outpacing prices in larger cities, and

Whereas many hard-working Canadians who have only a primary residence with no additional non-primary homes count on their home equity as financial aid to apply to upsizing or downsizing their home depending on their personal situation, and

Whereas a change in taxation to primary residences would be a significant financial blow to Canadians and would create an unfair, two-tiered taxation which could lead to depleted savings, inter-generational disparities, disparities among diverse groups such as seniors who may have a significant portion of their savings vested in their primary residence, as well as, reducing the ability of home ownership thereby a further, higher need for rentals, and

Whereas the Federal government could look at other means to slow down the rapidly escalating housing costs to improve housing affordability;

...2

Mailing Address:

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

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

Web-site: www.forterie.ca

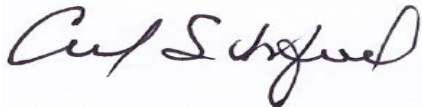
Now therefore be it resolved,

That: The Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences, and further

That: A copy of this resolution be circulated to The Right Honourable Justin Trudeau, The Honourable Doug Ford, Premier of Ontario, All Members of Parliament, All Members of Provincial Parliament, The Regional Municipality of Niagara, and all Municipalities, for their support.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield, Dipl.M.A.
Manager, Legislative Services/Clerk

cschofield@forterie.ca

CS:dlk

c.c. All Members of Parliament
All Members of Provincial Parliament
The Regional Municipality of Niagara
Ontario Municipalities



Township of Wainfleet

"Wainfleet - find your country side!"

May 25, 2021

Town of Pelham Clerk
City of Port Colborne Clerk
City of Welland Clerk

SENT ELECTRONICALLY

RE: Resolution – Niagara Central Dorothy Rungeling Airport (NCDRA) Commission

Please be advised that at its meeting of May 11, 2021, the Council of the Corporation of the Township of Wainfleet approved the following resolution:

"THAT correspondence item No. C-136-2021 received from the City of Welland respecting uptake of governance and the transfer or operating authority of the Niagara Central Dorothy Rungeling Airport (NCDRA) and Niagara District Airport (NDA); and

THAT Council direct staff to assemble additional information on the matter to be presented to Council at the next available meeting."

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Regards,

Meredith Ciuffetelli
Deputy Clerk

cc: Local Area Municipalities

From: True Politics with Steven Soos
To: Angie Desmarais: City Clerk
Subject: Request for item to be added to Port Colborne Agenda
Date: May 21, 2021 2:17:48 PM

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

Hello Councillor Desmarais and Madame Clerk,

I would like to request the following to be added to the Port Colborne agenda:

<https://petitions.ourcommons.ca/en/Petition/Details?Petition=e-3351>

Whereas:

Several provinces have declared emergencies on various circumstances over time, and whereas Canada is allowed to declare national emergencies under the Emergencies Act, 1985

Approximately 1 in 5 Canadians will experience a mental health problem or illness and whereas the economic burden of mental illness in Canada is estimated at 51 billion dollars per year (including healthcare costs, lost productivity, and reductions in health-related quality of life) (CAMH), and whereas not addressing mental health issues/illness is costly in the long-term to Canada's economy

According to a recent Morneau Shephard poll, 50% of Canadians reported that their mental health has worsened with the COVID-19 pandemic, with mental health related hospitalizations, crisis-line use, and addiction rates skyrocketing

We, the undersigned, Citizens of Canada, call upon the House of Commons to Launch a federal study in the Standing Committee on Health (HESA) on the merits of declaring a national emergency on mental health.

11/12 of Niagara's-area municipalities already supported the request for Niagara Regional Council to declare a state of emergency on mental health, homelessness, and addiction

Be it Resolved That the City of Port Colborne endorse Petition E-3351 calling upon the House of Commons to Launch a federal study in the Standing Committee on Health (HESA) on the merits of declaring a national emergency on mental health.

That all Niagara-area MP's/MPP's, the Prime Minister of Canada, the federal Minister of Health, and all members of the federal HESA (Standing committee on health), Premier of Ontario, and the President of AMO be copied on this motion.

Madame Clerk, as discussed on the phone, you would like to know how this motion differs from the motion passed by Port Colborne to request Niagara Region declare a state of emergency on mental health, homelessness, and addiction. For this motion, it is a federal study I am requesting on a national emergency through the federal emergencies act. It is also through the federal standing committee on health, and the request requires signatures from Canadians for the request. It also looks at the impacts on the Canadian economy, and focuses on the lost revenue. A federal study is different from the original request because we are trying to get national experts the health committee uses to look at the issue in the national spotlight. The original motion (request to the Region) was attempting to have Regional Council directly declare an emergency, allowed by provincial legislation. City of Thorold and Town of Pelham Councils have already supported this current motion unanimously, in addition to them supporting the original motion as well. Niagara Falls and St Catharines will also be considering the item next month.

Kindest regards- SOOS

--

Steven Soos,



June 4, 2021

Standing Committee on Health
Sixth Floor, 131 Queen Street
House of Commons
Ottawa, ON K1A 0A6
Via email: HESA@parl.gc.ca

**Petition to the House of Commons re: Declaration of National Emergency on
Mental Health**

Please be advised that the City of Niagara Falls' City Council at its meeting of June 1, 2021 adopted the following motion:

Whereas:

- Several provinces have declared emergencies on various circumstances over time;
- Canada is allowed to declare national emergencies under the Emergencies Act, 1985;
- Approximately 1 in 5 Canadians will experience a mental health problem or illness;
- The economic burden of mental illness in Canada is estimated at 51 billion dollars per year (including healthcare costs, lost productivity, and reductions in health-related quality of life) (CAMH);
- Not addressing mental health issues/illness is costly in the long-term to Canada's economy; and
- According to a recent Morneau Shephard poll, 50% of Canadians reported that their mental health has worsened with the COVID-19 pandemic, with mental health related hospitalizations, crisis-line use, and addiction rates skyrocketing.
- That Council for the City of Niagara Falls direct the City Clerk to circulate the endorsement to Prime Minister Justin Trudeau, Members of the Standing Committee on Health, Premier Doug Ford, Minister of Health Patty Hajdu, MP Dean Allison, MPP Sam Oosterhoff, the Niagara Region and Local Area Municipalities.

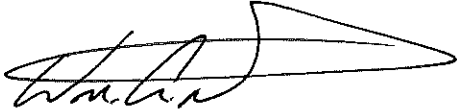
Working Together to Serve Our Community

Clerks
Ext 4342 Fax 905-356-9083
billmatson@niagarafalls.ca

We, the Council of the City of Niagara Falls, call upon the **House of Commons** to launch a study in the Standing Committee on Health (HESA) on the merits of declaring a national emergency on mental health.

I trust that this information will be of assistance.

Sincerely,



Bill Matson
City Clerk

cc. The Honourable Justin Trudeau, Prime Minister of Canada, Justin.trudeau@parl.gc.ca
 The Honourable Patty Hajdu, Minister of Health, Patty.Hajdu@parl.gc.ca
 Doug Ford, Premier of Ontario, doug.fordco@pc.ola.org
 Tony Baldinelli, MP, Niagara Falls tony.baldinelli@parl.gc.ca
 Chris Bittle, MP, St. Catharines chris.bittle@parl.gc.ca
 Vance Badawey, MP, Niagara Centre vance.badawey@parl.gc.ca
 Wayne Gates, MPP, wgates-co@ndp.on.ca
 Dean Allison, Niagara West MPP, dean.allison@parl.gc.ca
 Sam Oosterhoff, Niagara West MPP, sam.oosterhoff@pc.ola.org
 Ann-Marie Norio, Regional Clerk, ann-marie.norio@niagararegion.ca
 Local Niagara Municipalities



May 20, 2021

The Right Honourable Justin Trudeau
Prime Minister of Canada
House of Commons
Ottawa, ON K1A 0A6

justin.trudeau@parl.gc.ca

Dear Prime Minister:

Re: Request for Study on Merits of Declaring a National Emergency on Mental Health

Please be advised Thorold City Council, at its May 18, 2021 meeting, adopted the following motion:

Whereas a number of provinces have declared emergencies on various circumstances over time, and Canada is allowed to declare national emergencies under the Emergencies Act, 1985; and

Whereas approximately 1 in 5 Canadians will experience a mental health problem or illness and whereas the economic burden of mental illness in Canada is estimated at 51 billion dollars per year (including healthcare costs, lost productivity, and reductions in health-related quality of life) (CAMH); and

Whereas not addressing mental health issues/illness is costly in the long-term to Canada's economy; and

Whereas a recent Morneau Shephard poll showed that 50% of Canadians reported that their mental health has worsened with the COVID-19 pandemic, with mental health related hospitalizations, crisis-line use, and addiction rates skyrocketing; and

Whereas locally, 11/12 of Niagara's-area municipalities already supported the request for Niagara Regional Council to declare a state of emergency on mental health, homelessness, and addiction.

...2

Now there be it resolved that the Council of the Corporation of the City of Thorold call upon the House of Commons to Launch a federal study in the Standing Committee on Health (HESA) on the merits of declaring a national emergency on mental health; and

That the City of Thorold endorse Petition E-3351 calling upon the House of Commons to Launch a federal study in the Standing Committee on Health (HESA) on the merits of declaring a national emergency on mental health; and

That all municipalities within the Niagara Region, all Niagara-area MP's, the Prime Minister of Canada, the federal Minister of Health, Niagara Centre MPP, Association of Municipalities of Ontario (AMO), and all members of the federal HESA (Standing committee on health) be copied on this motion.

CARRIED

Yours truly,



Joanne Hyde
City Clerk

cc: M. Dilwaria, Chief Administrative Officer

Hon. P. Hajdu, Minister of Health, Patty.Hajdu@parl.gc.ca
R. McKinnon, Chair, Standing Committee on Health (HESA), Ron.McKinnon@parl.gc.ca
Hon. M. Rempel Garner, Vice Chair, Standing Committee on Health (HESA),
Michelle.Rempel@parl.gc.ca
L. Thériault, Vice Chair, Standing Committee on Health (HESA), Luc.Theriault@parl.gc.ca
J. Barlow, Member, Standing Committee on Health (HESA), John.Barlow@parl.gc.ca
D. Davies, Member, Standing Committee on Health (HESA), Don.Davies@parl.gc.ca
C. d'Entremont, Member, Standing Committee on Health (HESA), Chris.dEntremont@parl.gc.ca
M. Kelloway, Member, Standing Committee on Health (HESA), Mike.Kelloway@parl.gc.ca
L. Maguire, Member, Standing Committee on Health (HESA), Larry.Maguire@parl.gc.ca
J. O'Connell, Member, Standing Committee on Health (HESA), Jennifer.OConnell@parl.gc.ca
M. Powlowski, Member, Standing Committee on Health (HESA), Marcus.Powlowski@parl.gc.ca
S. Sidhu, Member, Standing Committee on Health (HESA), Sonia.Sidhu@parl.gc.ca
T. Van Bynen, Member, Standing Committee on Health (HESA), Tony.VanBynen@parl.gc.ca
J. Burch, MPP, Niagara Centre, JBurch-QP@ndp.on.ca
V. Badawey, MP, Niagara Centre, Vance.Badawey@parl.gc.ca
C. Bittle, MP, St. Catharines, Chris.Bittle@parl.gc.ca
T. Baldinelli, MP, Niagara Falls, Tony.Baldinelli@parl.gc.ca
D. Allison, MP, Niagara West, Dean.Allison@parl.gc.ca
G. Smith, President, Association of Municipalities of Ontario, amopresident@amo.on.ca
Niagara Area Municipalities



City of Welland
Corporate Services
Office of the City Clerk
60 East Main Street, Welland, ON L3B 3X4
Phone: 905-735-1700 Ext. 2159 | **Fax:** 905-732-1919
Email: clerk@welland.ca | www.welland.ca

March 10, 2021

File No. 18-87

SENT VIA EMAIL

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

Attention: Amber LaPointe, City Clerk

Dear Ms. LaPointe:

Re: May 18, 2021 – WELLAND CITY COUNCIL

At its meeting of May 18, 2021, Welland City Council passed the following motion:

“THAT THE COUNCIL OF THE CITY OF WELLAND receives for information and supports the correspondence from the City of Port Colborne dated April 30, 2021 regarding Federal Government Cannabis Consultation.”

Yours truly,

Tara Stephens
City Clerk

TS:cap

c.c.: Local Area Municipal Clerks, sent via email

May 12, 2021

Via email: amber.lapointe@portcolborne.ca

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

Re: Support Resolution for Cannabis Licensing and Enforcement

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on May 10, 2021 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Moved by Councillor Latimer, Seconded by Councillor Faas

"That Chatham-Kent Council supports the resolution from the City of Port Colborne supporting the Township of Brock re: Cannabis Licensing and Enforcement"

A copy of the above noted resolution is enclosed for your reference. If you have any questions or comments, please contact Judy Smith at judys@chatham-kent.ca

Sincerely,

Judy Smith

Digitally signed by Judy
Smith
Date: 2021.05.13 11:15:57
+04'00'

Judy Smith, CMO
Director Municipal Governance
Clerk /Freedom of Information Coordinator

C

Honourable Patty Hajdu, Federal Minister of Health
Honourable Christine Elliott, Minister of Health
Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
Honourable Marie-Claude Bibeau, Minister of Agriculture and Agri-Food
Local MP and MPP
Chatham-Kent Police Services Board
Association of Municipalities of Ontario (AMO)
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;

If this information is required in an accessible format,
please contact the Township at 705-432-2355.

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

May 13, 2021

Honourable Patty Hajdu
Federal Minister of Health
705 Red River Road, Suite 3
Thunder Bay, ON P7B 1J3

Sent via E-mail: Patty.Hajdu@parl.gc.ca

Dear Honourable Patty Hajdu:

Re: Resolution – Cannabis Licensing and Enforcement

Please be advised that at its meeting held on 11th day of May, 2021, the Council for the Township of Selwyn passed Resolution No. 2021-132 in support of the resolution passed by the City of Port Colborne regarding Cannabis Licensing and Enforcement.

Please find enclosed a copy of the original correspondence from the City of Port Colborne.

We look forward to your consideration.

Regards,

Tania Goncalves

Tania Goncalves
Deputy Clerk

cc: Amber LaPointe, City Clerk, City of Port Colborne

encl.



PORT COLBORNE

Corporate Services Department
Clerk's Division

Municipal Offices: 66 Charlotte Street
Port Colborne, Ontario L3K 3C8 • www.portcolborne.ca

T 905.835.2900 ext 106 F 905.834.5746
E amber.lapointe@portcolborne.ca

April 26, 2021

Honourable Patty Hajdu
Federal Minister of Health
705 Red River Road, Suite 3
Thunder Bay, ON P7B 1J3

Sent via E-mail: Patty.Hajdu@parl.gc.ca

Dear Honourable Minister:

Re: Resolution – Cannabis Licensing and Enforcement

Please be advised that, at its meeting of April 12, 2021, the Council of The Corporation of the City of Port Colborne resolved as follows:

That correspondence from the Township of Brock regarding Cannabis Licensing and Enforcement, be supported.

A copy of the above noted resolution is enclosed for your reference. Your favourable consideration of this request is respectfully requested.

Sincerely,

Amber LaPointe
City Clerk

ec: Health Canada
Honourable Christine Elliott, Minister of Health
Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
Honourable Marie-Claude Bibeau, Minister of Agriculture and Agri-Food
Vance Badawey, MP Niagara Centre
Jeff Burch, MPP Niagara Centre
Board Members, Niagara Police Services Board
Association of Municipalities of Ontario (AMO)
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;

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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;
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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



Mailing Address:
P.O. Box 344
Thorold ON L2V 3Z3

Street Address:
Campbell East
1815 Sir Isaac Brock Way
Thorold ON

Phone: 905-682-9201
Toll Free: 1-800-232-3292
(from Grimsby and beyond Niagara region only)

Main Fax: 905-687-4844
Fax – Applications: 905-935-0476
Fax – Contractors: 905-682-8301
Web site: www.nrh.ca

May 28, 2021

Ann-Marie Norio, Regional Clerk
Niagara Region
1815 Sir Isaac Brock Way
Thorold, ON L2V 4T7

Dear Ms. Norio,

At their May 26, 2021 meeting, the Niagara Regional Housing Board of Directors passed the following motion as recommended in attached report NRH 8-2021:

That Niagara Regional Housing Quarterly Report January 1 to March 31, 2021 be APPROVED and FORWARDED to the Public Health and Social Services Committee and subsequently to Regional and Municipal Councils for information.

Your assistance is requested in moving report NRH 8-2021 through proper channels to Regional Council.

Sincerely,

Councillor Walter Sendzik
Chair



Q1 (January 1 to March 31, 2021) to Board of Directors

Recommendation:

That Niagara Regional Housing Quarterly Report January 1 to March 31, 2021 be APPROVED and FORWARDED to the Public Health and Social Services Committee and subsequently to Regional and Municipal Councils for information.

Submitted by:

Donna Woiceshyn
Chief Executive Officer

Approved by:

Walter Sendzik
Chair

Directors:

Walter Sendzik, Chair
Regional Councillor
St. Catharines

Gary Zalepa, Treasurer
Regional Councillor
Niagara-on-the-Lake

Tom Insinna
Regional Councillor
Fort Erie

James Hyatt, Vice-Chair
Community Director
St. Catharines

Betty Ann Baker
Community Director
St. Catharines

Betty Lou Souter
Community Director
St. Catharines

Karen Blackley, Secretary
Community Director
Thorold

Barbara Butters
Regional Councillor
Port Colborne

Leanne Villella
Regional Councillor
Welland

HIGHLIGHTS:

Application Activity

610 received & processed



Work Orders

2,532 issued



Capital Program

26 purchase orders issued
11 service contract tenders closed
19 projects ongoing



Rent Arrears

= \$113,634.13
or **8.79%** of the monthly rent charges



Community Resources & Partnerships

offered supports to
398
new referrals



13
partners

Non-Profit Housing Programs

61% deemed HEALTHY



Rent Supplement / Housing Allowance

1,702 units
29 new landlords



Niagara Renovates

- 2021-2022 inspections commenced
- 14 homeowners are approved for funding



Welcome Home Niagara

4
homeowners received assistance



Housing First Project

6
Individuals / families housed



Appeals

= 8 7 upheld
1 overturned



New Development

Hawkins/Dell

- approximately 53% complete



VISION

That the Niagara community will provide affordable, accessible and quality housing for all residents

MISSION

To expand opportunities that make affordable housing an integral part of building healthy and sustainable communities in Niagara

As the administrator of social housing for Niagara Region, Niagara Regional Housing (NRH) works to fulfill our vision and mission through six main areas of responsibility:

1. [Public Housing \(NRH Owned Units\)](#)
2. [Non-Profit Housing Programs](#)
3. [Rent Supplement Program](#)
4. [Affordable Housing Program](#)
5. [Service Manager Responsibilities](#)
6. [Housing Access Centre and Centralized Waiting List](#)



Definitions can be found in the attached Reference Sheet.

1. Public Housing (NRH Owned Units)

DAY-TO-DAY MAINTENANCE:

In Q1, **2,532 work orders** were issued, representing \$383,278.90. \$16,688 of this amount was charged back to tenants who were held responsible for damages.

	2020-Q1	2020-Q2	2020-Q3	2020-Q4	2021-Q1
# of work orders issued	2,575	2,302	2,656	2,500	2,532

Work orders continued to be lower due to COVID-19 with a slight increase in Q1; emergency maintenance continued within COVID guidelines.

CAPITAL PROGRAM:

The Capital Program is responsible for maintaining the Public Housing (NRH Owned Units) asset and planning for future sustainability.

In Q1, 26 purchase orders were issued and 11 service contract tenders closed.

The Capital Program was responsible for 19 capital projects and 28 purchase orders valued at \$3,214,884:

- Projects
 - 479 Carlton Street – window replacements and wall system repairs
 - Scott Street – window replacements
 - 45 Ormond Street – window replacements
 - 15 Gale Crescent – parking lot replacement
 - 30 Robinson Street – exterior insulation and finish system
 - 4278 Huron Street – exterior insulation and finish system
 - 52 Ormond Street North – building renovations
 - 10 Old Pine Trail – bathroom replacements
 - Powerview Avenue/Galbraith Street/Wallace Street – bathrooms
 - 300 Davy Street – parking lot replacement
 - 3874 Portage Road – parking lot replacement
 - 124 Elmview Street – elevator modifications
 - 211 King Street – elevator modifications
 - Various locations - upgrading heating systems
- 27 RFPs and RFQs – various consulting services, elevator investigations, health and safety repairs, structural repairs, roof replacement and pavement retrofits

As of March 31, 2021, \$8,275,274 of the 2020 & 2021 budgets (\$15,534,858), excluding emergency, has been committed and or actually spent (53%).

TENANT MOVE OUTS:

Move Outs By Reason

Health	6
Long Term Care Facility	5
Deceased	18
Private Rental	3
Voluntarily Left Under Notice	2
Eviction – Tribunal	3

NRH Transfer	5
Moved to Coop or Non-Profit	0
Bought a House	0
Left Without Notice	0
Other/None Given	7
Cease to Qualify	0
TOTAL	49

In Q1, there were **49 move outs**. Two involved eviction orders granted under the Ontario Landlord Tenant Board (LTB) for Arrears and were enforced by the Sherriff.

	2020-Q1	2020-Q2	2020-Q3	2020-Q4	2021-Q1
# of move outs	62	57	90	68	49

ARREARS:

NRH Housing Operations actively works to reduce rent arrears but saw a continued increase in 2020-Q4 due to COVID-19 and tenants not paying rent due to the provincial no eviction order.

	Mar 31, 2020	Jun 30, 2020	Sept 30, 2020	Dec 31, 2020	Mar 31, 2021
Rent charges for the month	\$1,302,721.00	\$1,289,907.00	\$1,295,815.00	\$1,309,353.00	\$1,292,287.00
Accumulated rent arrears	\$71,135.25	\$110,958.69	\$113,204.57	\$115,555.92	\$113,634.13
Arrears %	5.46%	8.60%	8.74%	8.80%	8.79%

INSURANCE:

In Q1, there was one property damage claim expected to exceed the \$25,000 deductible and three notice of claims delivered.

COMMUNITY RESOURCES AND PARTNERSHIPS:

Due to COVID-19, in Q1, we had partnerships with **13 community agencies** across Niagara. As a result of these partnerships, **199 units¹ of support and enrichment activities** were offered to tenants at NRH sites. Each partnership contributes to tenant lives and, in turn, the success of the Public Housing community as a whole.

In order to comply with COVID restrictions, partners continued to focus on virtual programming and care package deliveries to support tenants in Public Housing units, including fruit baskets, hygiene kits, grocery deliveries and activity kits. In January, NRH partnered with Niagara Emergency Medical Services to bring flu vaccines to seniors in Centre Street (St. Catharines) and Portage Road, Huron Street and Ailanthus Avenue (Niagara Falls). In March, the Community Resource Unit partnered with Niagara Region Community Services Seniors Programs and Social Assistance and Employment Opportunities (SAEO) to assist seniors over 80 years old to book COVID vaccines and arrange transportation to the clinics.

Also during Q1, CPCs offered supports to **398 new referrals of tenants in need of assistance**. Of those new referrals, **45% were considered medium-high need**, (e.g. child safety concerns, eviction, social issues, cognitive concerns). In particular, social issues

¹ Tracking for support and enrichment activities has changed – we are now tracking this by units. Each time a partner is in a community providing a support and enrichment program or activity, it is counted as one unit.

continued to increase in NRH and Housing Provider communities, many of which stemmed from issues regarding noise. With stay-at-home orders, tenants and members are now home and more aware of, and sensitive to, the sounds of living in close quarters. NRH Community Programs Coordinators (CPCs) attempt to mediate as much as possible to prevent these issues from escalating.

Eviction Prevention and supports have been extended to Housing Providers and the Rent Supplement program on a pilot basis through Ontario Priorities Housing Initiative (OPHI) funding. There is one full-time Community Program Coordinator (CPC) for Non-Profits/Co-operatives and one dedicated half to Rent Supplement and half to assisting with NRH-Owned units.

2. Non-Profit Housing Programs

As administrator of social housing for Niagara Region, NRH provides legislative oversight for **57 Non-Profit Housing Programs (non-profit and co-operative)**. Operational Reviews are conducted to determine the overall health of each.

	2020-Q1	2020-Q2	2020-Q3	2020-Q4	2021-Q1
Healthy	37	37	38	36	35
Routine Monitoring	21	21	18	18	17
Intensive Monitoring	0	0	2	3	2
Pre-PID (Project in Difficulty)	1	1	1	1	2
PID (Project in Difficulty)	1	1	1	1	1
TOTAL	60	60	60	59	57

NRH Programs continue to support Providers to keep operations going during COVID. Working toward End of Mortgage (EOM)/End of Operating Agreements (EOA) for Providers, the Loan and Grant Program was rolled out; any recipients will remain a part of Housing Services for an additional 15 years. This preservation of units is essential. January 1, 2021 marked the end of agreement with Joi de Vivre, a Federal provider. Despite the end of agreement, they will continue to maintain their rent supplement units resulting in a net loss of only five units.

3. Rent Supplement Program

Rent Supplement/Housing Allowance

In the Rent Supplement program, tenants pay 30% of their gross monthly income directly to the private landlord and NRH subsidizes the difference up to the market rent for the unit. The Housing Allowance program is a short-term program that provides a set allowance to help applicants on the wait list. In Q1, there were **1,702 Rent Supplement/Housing Allowance units** across Niagara.

Canada-Ontario Housing Benefit (COHB)

The COHB is a portable rent benefit that helps applicants on the Centralized Waiting List pay their rent to their current landlord in the private market. NRH sends applications to the Ministry of Municipal Affairs and Housing on behalf of Niagara residents in need of housing. At the end of 2021-Q1, **268 of these applications had been accepted.**

In-Situ Rent Supplement

An In-Situ Rent Supplement program has been developed to engage new landlords and offer applicants on the Centralized Waiting List an opportunity to receive Rent-Geared-to-Income assistance where they currently live. This removes the need for moving related expenses and broadens the network of landlords in business with NRH. In Q1, NRH initiated new agreements with **29 new landlords.**

	2020-Q1	2020-Q2	2020-Q3	2020-Q4	2021-Q1
Fort Erie	32	31	31	30	27
Grimsby	18	22	21	21	23
Lincoln (Beamsville)	14	14	12	12	12
Niagara Falls	237	226	220	213	218
Niagara-on-the-Lake	5	4	4	.8	10
Pelham	17	17	17	17	17
Port Colborne	67	64	61	60	60
St. Catharines	798	751	712	701	715
Thorold	61	61	61	61	66
Welland	192	259	302	284	270
West Lincoln	16	16	16	16	16
COHB Region-wide			206	245	268
TOTAL	1,457	1,465	1,663	1,668	1,702

Variance in the Rent Supplement program are a reflection of fluctuation between agreements ending and new agreements taken up with landlords.

4. Affordable Housing Program

NIAGARA RENOVATES PROGRAM:

The Niagara Renovates program provides assistance to low-to-moderate income homeowners for home repairs, accessibility modifications and the creation of secondary suites in single family homes. NRH received \$651,871 through the Ontario Priorities Housing Initiative (OPHI) for all three streams of the program.

Inspections for new applicants for the 2021-2022 funding cycle have commenced. Inspections of completed work are being verified by homeowner photographs. Formal inspections will take place as soon as possible and will include all areas inside and outside of the home to ensure

compliance with program guidelines. Issues will be identified and a detailed Inspection Report provided to the homeowner.

As of the New Year, new applications are beginning to be processed in order to begin work as quickly as possible in the spring.

14 homeowners are currently approved for funding and NRH is working toward streamlining the program as we become more proficient at working under the COVID rules.

HOMEOWNERSHIP PROGRAM – “WELCOME HOME NIAGARA”:

The Homeownership program assists low-to-moderate income rental households to purchase their first home by providing a down payment loan.

In April 2020, NRH received \$100,000 through the Ontario Priorities Housing Initiative (OPHI) program.

In Q1, **four homeowners** received assistance through Welcome Home Niagara.

	2020-Q1	2020-Q2	2020-Q3	2020-Q4	2021-Q1
# of homeowners assisted	4	5	7	7	4

HOUSING FIRST PROGRAM:

The Housing First program helps people move quickly from homelessness to their own home by providing supports to help difficult to house individuals find and keep housing.

In Q1, **six individuals/families** were housed through the Housing First program. Since 2012, Housing First has helped 486 individuals/families.

	2020-Q1	2020-Q2	2020-Q3	2020-Q4	2021-Q1
# of individuals/families housed	13	9	7	13	6
# of Housing First units (at quarter end)	199	201	195	187	97 ²

17 of these Housing First units were created with NRH’s new development at 527 Carlton Street in St. Catharines.

² Previous stats for Housing First (2012 to the end of 2020) included the original pilot agency numbers. With the New Housing First Agreement, pilot agencies continue to support their clients but are no longer considered Housing First – as a result, those stats have been removed from the numbers reported.

RENTAL HOUSING (NEW DEVELOPMENTS & OTHER ACQUISITIONS):

Project	Description	Current Phase	Timeline	Development Cost
1. Niagara Falls – NRH – Hawkins Avenue	Two 3-storey apartments with 73 units (building A = 55 units; building B = 18 units)	Construction – buildings weather-tight	Occupancy January	\$21 million
2. Welland – NRH – York Street & Duncan Street (POA land)	4-storey apartment – Modular construction with 32 units, as per current Schematic Design	Rapid Housing Initiative (RHI) funding application submitted Dec. 2020; unsuccessful at this time	Project is currently delayed until future RHI funding round(s) or alternate funding sources confirmed; anticipated 10-month construction schedule	\$10.4 million
3. Niagara Falls – NRH / Community Services	Retrofit / Conversion of 2-storey historic building to 20 transitional housing units with on-site medical services and support programs	Design complete; tender issued for Design-Build contractor	Occupancy required December 2021	\$2.9 million
4. Niagara Falls – NRH / Community Services	Retrofit / Conversion of 2-storey motel to 25 shelter units	Property acquired by NRH; tenders for Design & Construction to be issued by June 2021	Occupancy required December 2021	\$3.94 million
5. Thorold Municipal Non-Profit	5-storey apartment with 60 units	Full Design Phase & Site Plan Agreement	Break ground May 2021; occupancy December 2022	\$18 million; this project has been approved for \$4.6 million in funding for brownfield remediation through the PTIF-SCF Small Communities Fund.

Q1 (January 1 to March 31, 2021)

Project	Description	Current Phase	Timeline	Development Cost
6. Fort Erie (NRH currently retained as Project Manager)	10-storey apartment with 62 units	Schematic design complete; Official Plan & Zoning Amendment applications to be submitted Dec. 2020; Federal Co-Investment funding application in progress	Break ground November 2021; occupancy March 2023	\$18.6 million
7. Port Colborne (NRH currently retained as Project Manager)	Multi-unit apartment with 40 units	Initiation – land acquisition / rezoning & Seed funding application	Break ground April 2022; building completion July 2023	\$13 million
8. Smithville (NRH currently retained as Project Manager)	Multi-unit apartment with 60 units	Initiation – business case & Seed Funding application	Break ground April 2022; building completion August 2023	\$19.5 million
9. Welland – CCHN (Charitable Cultural Holdings Niagara) & Rankin	Affordable housing apartment building (CCHN) with 90 units; Market condo building (Rankin) with 30 units	City of Niagara Falls currently developing RFP	Break ground May 2021; occupancy June 2022	Unknown
10. Regional negotiated RFP – various owners	Niagara Region negotiated RFP for housing development – three projects have been selected, representing 175 units total; 37%, or 65 units, to be affordable	Design phase	TBD	\$1.7 million to be divided between three proposed projects

Q1 (January 1 to March 31, 2021)

Project	Description	Current Phase	Timeline	Development Cost
11. City of Niagara Falls RFP	Affordable housing apartment with 200 units – NRH to provide 50 subsidized RGI units	City of Niagara Falls currently developing RFP	TBD	\$60 million
12. St. Catharines & Thorold – Oonuhseh Niagara Native Homes	Affordable 4-plex in St. Catharines; Duplex in Thorold with 6 units total	Construction	Occupancy April 2021	Unknown
13. Welland – Southridge Community Church	3 acres of 5-acre owned land available for “Pocket Neighbourhood”; small, detached (tiny homes?) – 24 units	Planning & Funding	TBD	Unknown
14. St. Catharines – Local 175	Family townhomes; 70 units	Ownership April 30 2021	TBD	Unknown

Q1 (January 1 to March 31, 2021)

AFFORDABLE HOUSING UNIT #'S BY MUNICIPALITY:

Fort Erie		Grimsby		Lincoln (Beamsville)		Niagara Falls	
NRH Owned	116	NRH Owned	55	NRH Owned	61	NRH Owned	884
Housing Providers	354	Housing Providers	0	Housing Providers	41	Housing Providers	828
Rent Supplement	44	Rent Supplement	23	Rent Supplement	14	Rent Supplement	274
New Development	0	New Development	0	New Development	0	New Development	140
NOTL		Pelham		Port Colborne		St. Catharines	
NRH Owned	40	NRH Owned	0	NRH Owned	88	NRH Owned	1,017
Housing Providers	0	Housing Providers	0	Housing Providers	139	Housing Providers	1,606
Rent Supplement	8	Rent Supplement	20	Rent Supplement	71	Rent Supplement	796
New Development	0	New Development	0	New Development	35	New Development	346
Thorold		Welland		West Lincoln (Smithville)		Region-wide	
NRH Owned	29	NRH Owned	394	NRH Owned	0	NRH Owned	2,684
Housing Providers	85	Housing Providers	425	Housing Providers	86	Housing Providers	3,564
Rent Supplement	70	Rent Supplement	341	Rent Supplement	16	Rent Supplement	1,677
New Development	46	New Development	167	New Development	0	New Development	734*

Note: there are no affordable housing units in Wainfleet

*166 New Development units are NRH Owned

as at December 31, 2020

5. Service Manager Responsibilities

APPEALS:

In Q1, NRH continued to hear appeals virtually. This process has been going well and **eight appeals** were heard (seven upheld, one overturned).

	2020-Q1	2020-Q2	2020-Q3	2020-Q4	2021-Q1
# of appeals	11	0	15	15	8

INVESTMENTS:

See Addendum #1.

6. Housing Access Centre & Centralized Waiting List

APPLICATION ACTIVITY:

# of Applications Received & Processed	610	# of Eligible Applications	589
# of Special Provincial Priority Status Applications	65	# of Ineligible Applications	21
# of Urgent Status Applications	99	# of Cancelled Applications	236
# of Homeless Status Applications	104	# of Applicants Housed	168

In Q1, **236 households were removed** from the Centralized Waiting List because they were no longer eligible, they found alternate housing or we were unable to make contact.

Q1 (January 1 to March 31, 2021)

NRH 8-2021

21-199-3.4.

May 26, 2021

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CENTRALIZED WAITING LIST:

		2020- Q1	2020- Q2	2020- Q3	2020- Q4	2021- Q1
		# of households				
A	Rent-Geared-to-Income (RGI) waiting list:					
	Niagara resident RGI waiting list	5,322	5,264	5,296	5,425	5,507
	Applicants from outside of Niagara	1,045	1,078	1,129	1,173	1,204
TOTAL RGI waiting list:		6,367	6,342	6,425	6,598	6,711
	Housing Allowance: a set allowance to help applicants on the waiting list with affordability in the private market until housed in an RGI unit	739	723	702	669	648
A1	RGI waiting list demographics:					
	Seniors	2,514	2,487	2,506	2,557	2,564
	Adults no dependents	2,041	2,026	2,049	2,137	2,172
	Adults with dependents	1,812	1,829	1,870	1,904	1,975
A2	RGI list further segmented (#'s included in A & A1):					
	SPP – Special Provincial Priority (Ministry Priority): helps victims of violence separate permanently from their abuser	146	142	128	132	116
	URG – Urgent (Local Priority): for applicants with mobility barriers and/or extreme hardship where their current accommodation puts them at extreme risk and/or causes hardship	152	144	135	153	152
	HML – Homeless (Local Priority): provides increased opportunity for placement to homeless households	1,145	1,119	1,134	1,146	1,132
	SUP – Supportive/Transitional: provides targeted, provisional services to assist individuals to transition beyond basic needs to more permanent housing	23	10	11	11	10
B	In addition, NRH manages:					
	Overhoused: households who are living in subsidized accommodation with more bedrooms than they are eligible for	176	173	157	145	145
	Transfer: households who are currently living in subsidized accommodation and have requested a transfer to another provider	635	637	660	656	675
TOTAL RGI households on waiting list managed by NRH:		7,178	7,152	7,242	7,399	7,531
C	NRH maintains a waiting list for market rent units (62 Non-Profit Housing Programs):					
	Market: applicants who have applied for a market rent unit in the Non-Profit Housing Programs portfolio	810	805	808	829	861
TOTAL households on waiting list managed by NRH:		7,988	7,157	8,050	8,228	8,392
TOTAL individuals on waiting list managed by NRH:		14,197	14,180	14,429	14,737	15,125

Note: the above chart includes only those who apply to the Centralized Waiting List and does not capture the full number of those in need of affordable housing in Niagara.

ESTIMATED WAIT TIMES:

CITY	SENIORS Age 55 and older		SINGLES Age 16-54		HOUSEHOLDS WITH DEPENDENTS			
	Bachelor	1 Bed	Bachelor	1 Bed	2 Bed	3 Bed	4 Bed	5 Bed
	YEARS							
Fort Erie	-	11	3	7	2	2	6	-
Grimsby	-	5	-	-	-	-	-	-
Lincoln	-	6	-	10	6	10	-	-
Niagara Falls	5	7	-	18	5	5	12	16
Niagara-on-the-Lake	-	6	-	-	-	-	-	-
Port Colborne	-	8	-	12	5	3	4	-
St. Catharines	-	5	9	16	3	3	3	11
Thorold	-	7	-	13	3	11	-	-
Welland	-	6	7	16	7	3	8	7
West Lincoln	-	5	-	-	10	6	-	-

- no units of this size available in this community

January 2020

Please note:

- wait time information can fluctuate and is an approximation only
- wait times may not reflect the actual time one may wait for affordable housing

Quarterly Report on Cash / Investments for Period Ending March 31, 2021

	This Quarter Balance	Last Quarter Balance	Variance \$	Variance %	Comments
CURRENT BANK ACCOUNT					
Royal Bank account used for day-to-day operations for the owned units. Also to cash flow various short terms programs funded by Prov and Fed gov't usch as development, homeownership and capital repair programs.	6,028,120	12,898,157	(6,870,037)	-53.26%	Since the February 2016 transition to PeopleSoft, day-to-day accounts payable transactions are paid by the Region through PeopleSoft. Reconciliation of the due to the Region account will be performed on a quarterly basis to transfer amounts due to the Region.

INVESTMENTS					
Various investment vehicles are used to protect and optimize the cash that is held for specified purposes. Investments are both short-term and long-term in nature. These funds are intended to ensure continued growth without capital erosion by inflation.					
Current Investments:					
RBC High Interest Savings Account	2,921,885	2,920,510	1,374	0.05%	
1 Year GIC, \$1,530,000; due date is 10/21/2021; interest rate of 0.5% to 0.75%	1,534,367	1,531,926	2,441	0.16%	
2 Year GIC, \$1,530,000; due date is 10/21/2022; interest rate of 0.7% to 0.75%	1,534,923	1,532,171	2,751	0.18%	
Bond, \$499,887, maturity date is 10/16/2022; Yield to maturity of 0.47%	500,492	500,047	444	0.09%	
Total	6,491,666	6,484,655	7,011	0.11%	

Q1 Report on Reserves as at March 31, 2021

Description	Balances at December 31, 2020	Year-to-date Net Transfers from (to) Operating	Year-to-date Capital Transfers	Balance at March 31, 2021	Forecasted Net Transfers Forecast from (to) Operating	Forecasted Capital Transfers	Forecasted Balance at December 31, 2021
NRH Owned Units Public/Local Housing Corp:							
Jubilee/Broad oak	359,569	18,000	-	377,569	54,000	-	431,569
Fitch Street	439,040	22,250	-	461,290	66,750	-	528,040
Carlton	291,000	20,250	-	311,250	60,750	-	372,000
Roach	-	4,208	-	4,208	12,623	-	16,830
Welland Ave	-	-	-	-	93,750	-	93,750
Other Owned Units	4,181,976	618,639	(962,072)	3,838,543	1,855,916	116,821	5,811,281
NRH Owned Units Public/Local Housing Corp TOTAL	5,271,585	683,346	(962,072)	4,992,860	2,143,789	116,821	7,253,470
Niagara Regional Housing:							
Emergency Capital Funding for Housing Providers	4,740,195	291,482	-	5,031,677	874,445	-	5,906,122
Title Normalization for NRH Owned Units	712,381	-	-	712,381	-	-	712,381
New Initiatives, other social housing purposes and any new deposits are added to this category	1,252,310	-	-	1,252,310	-	-	1,252,310
Niagara Regional Housing TOTAL	6,704,886	291,482	-	6,996,368	874,445	-	7,870,813
Total NRH Capital Reserves	\$ 11,976,471	\$ 974,828	\$ (962,072)	\$ 11,989,228	\$ 3,018,234	\$ 116,821	\$ 15,124,283
NRH Rent Supplement:	249,301	(4,750)	-	244,551	(14,250)	-	230,301
NRH Stabilization Reserves TOTAL	\$ 249,301	\$ (4,750)	\$ -	\$ 244,551	\$ (14,250)	\$ -	\$ 230,301
NRH Employee Future Benefits:	792,733	-	-	792,733	-	-	792,733
NRH Future Liability Reserves TOTAL	\$ 792,733	\$ -	\$ -	\$ 792,733	\$ -	\$ -	\$ 792,733
Total	\$ 13,018,505	\$ 970,078	\$ (962,072)	\$ 13,026,512	\$ 3,003,984	\$ 116,821	\$ 16,147,317

503 NRH Owned Units
This reserve was set-up by the Board of Directors as a Reserve Fund in September 2004 for capital expenses related to the NRH owned units.

502 Niagara Regional Housing
This reserve includes three major elements: (1) Emergency Capital Funding for Housing Providers - intent to support capital repair program for housing providers; surplus from housing programs should be directed to this component of the reserve (2) Title Normalization for NRH Owned Units (3) New Initiatives / New Development

NRH Rent Supplement: This fund was set-up by the Board of Directors in December 2008 (year end) for a new Rent Supplement program. This Rent Supplement program is budgeted annually and withdrawal from the Reserve matches that year's expenditures.

NRH Employee Future Benefits: This fund was set-up by the Board of Directors in 2011 to fund Employee Future Benefits. (retiree benefits, sick leave, vacation. etc.).

A	<p>AFFORDABLE HOUSING RENTS: Rents are established at 80% market of Canada Mortgage and Housing Corporation (CMHC) Average Market Rent, with no ongoing rental subsidy.</p>
	<p>APPEALS: Social Housing tenants/members can request reviews of decisions related to applicant eligibility, priority status, transfer requests, overhoused status, ongoing Rent-Geared-to-Income (RGI) eligibility and rent calculation issues. The NRH Appeal Committee makes decisions on appeals from applicants and tenants in Public Housing, Social Housing (where they have not established an Appeal Committee) and Rent Supplement units. All appeal decisions are final, per legislation.</p>
	<p>ARREARS: To assist with arrears collection, tenants/members are provided the option of entering into a repayment agreement but are still expected to pay full rent on time.</p>
B	
C	<p>CANADA-ONTARIO COMMUNITY HOUSING INITIATIVE (COCHI): A program that provides funding to protect affordability for households in social housing, support the repair and renewal of existing social housing supply and expand the supply of community housing over time.</p>
	<p>CANADA-ONTARIO HOUSING BENEFIT (COHB): A program that provides a monthly benefit payment to households that are on, or are eligible to be on, the Centralized Waiting List (CWL) to help them pay their rent. The COHB payments are portable (i.e. the benefit follows the household if they move to another address) and based on the household income and local market rent. In order to receive the COHB, applicants must agree to have their application removed from the CWL.</p>
	<p>CAPITAL PROGRAM: Responsible for maintaining the Public Housing (NRH-owned) asset and planning for future sustainability, as well as issuing tenders for service contracts.</p>
	<p>CENTRALIZED WAITING LIST (CWL): Is comprised of almost 200 subsidiary lists of Public Housing, Social Housing and private units through the Rent Supplement program. It is maintained on a modified chronological basis (i.e. in order to ensure that applicants are treated fairly, units are offered based on the date of application). The needs of particularly at-risk populations are addressed through Priority Status groups that are offered units before other applicants on the Centralized Waiting List:</p> <ul style="list-style-type: none"> • Special Provincial Priority (SPP) Status • Urgent Status • Homeless Status
	<p>The <i>Housing Services Act, 2011</i> (HSA) requires that the Centralized Waiting List is reviewed on a regular basis. Applicants are asked to confirm their continued interest and to update information annually (# of household members, total household income) so that NRH can verify ongoing eligibility for housing subsidy. If a household is no longer interested or is deemed ineligible the application is cancelled and removed from the list.</p> <p>The Centralized Waiting List includes various types of households (i.e. families, seniors and singles/adults without dependents) from both within and outside Niagara, the</p>

Quarterly Report Reference Sheet

	<p>priority groups mentioned above, RGI and Market applicants and existing tenants who are overhoused (have more bedrooms than they need).</p> <p>COMMUNITY HOUSING: Housing owned and operated by non-profit, co-operatives and municipal governments or district social services administration boards including subsidized or low-end-of market rents.</p> <p>COMMUNITY PROGRAMS: NRH's community partners offer events, presentations, activities and programs to help mitigate the effects of poverty by building community pride, offering life skills training and enhancing the lives of the tenants. While NRH does not deliver these services directly to tenants, NRH's Community Resource Unit facilitates partnerships by identifying evolving community and tenant needs, connecting with appropriate programs and supporting their ongoing success.</p>
D	
E	<p>END OF OPERATING AGREEMENTS (EOA): EOA refers to the expiry of federally signed operating agreements. NRH is working with these providers to find innovative solutions to maintain the existing number of social housing units in Niagara and protect existing tenants/members from losing subsidy.</p> <p>END OF MORTGAGE (EOM): Federal/provincial and provincial housing providers (non-profits and co-ops) legislated under the Housing Services Act (HSA) do not have operating agreements that expire when the mortgage matures. The relationship between service manager and housing provider continues with the housing provider still obliged to follow the HSA. The obligation of service manager to pay a mortgage subsidy ends.</p> <p>EVICTIION PREVENTION/SUPPORT: Supports to help NRH tenants stay in their homes through identification of tenant needs and connection with supports and services (e.g. Mental health issues, cognitive decline, addiction, family breakdown etc.)</p>
F	
G	
	<p>HOMEOWNERSHIP PROGRAM – "WELCOME HOME NIAGARA": The Homeownership program assists low-to-moderate income rental households to purchase their first home by providing a down payment loan. The loan is forgivable after 20 years if the household remains in the home.</p> <p>HOUSING AND HOMELESSNESS ACTION PLAN (HHAP): Niagara's 10-year Community Action Plan to help everyone in Niagara have a home.</p> <p>HOUSING ACCESS CENTRE: Housing Access is the gateway to affordable housing in Niagara. All applications for housing are processed through the Housing Access Centre including initial and ongoing eligibility assessment as well as management of the Centralized Waiting List. Options include accommodation with Non-profit and Co-operative housing providers (Social Housing), NRH owned units (Public Housing and two mixed income communities), or for-profit/private landlord owned buildings (Rent Supplement/Housing Allowance).</p> <p>HOUSING ALLOWANCE PROGRAM: A variation of the Rent Supplement program that provides a set allowance of up to \$300 per month to private landlords to assist applicants who are on the Centralized Waiting List.</p> <p>HOUSING FIRST: Helps people move quickly from homelessness to their own home by providing supports to help difficult to house individuals find and keep housing. NRH</p>

Quarterly Report Reference Sheet

	partners with Niagara Region Community Services and community agencies to provide rent supplement to landlords while agency staff provide a range of personalized supports to encourage successful tenancies and, if the tenant chooses, address personal challenges.
I	<p>IN-SITU RENT SUPPLEMENT PROGRAM: A program developed to engage new landlords and offer applicants on the Centralized Waiting List an opportunity to receive Rent-Geared-to-Income assistance where they currently live. This removes the need for moving related expenses and broadens the network of landlords in business with NRH.</p> <p>INVESTMENT IN AFFORDABLE HOUSING PROGRAM – EXTENSION (IAH-E): Provincial and federally funded program designed to improve access to affordable housing that is safe and suitable, while assisting local economies through job creation generated by new development and home repairs/modifications, including:</p> <ul style="list-style-type: none"> • Niagara Renovates • Homeownership (Welcome Home Niagara) • Rent Supplement/Housing Allowance • Rental Housing (New Development)
J	
K	
L	LOCAL HOUSING CORPORATION (LHC): Also called “Public Housing”, LHC refers to the communities that Niagara Regional Housing owns and manages.
M	
N	<p>NIAGARA RENOVATES PROGRAM: Provides assistance to low-to-moderate income homeowners for home repairs, accessibility modifications and the creation of secondary suites in single family homes. Assistance is provided in the form of a forgivable loan, written off over a 10-year period, as long as the homeowner continues to live in the home.</p> <p>NON PROFIT HOUSING PROGRAMS (FORMERLY “SOCIAL HOUSING”): Includes Non-Profit and Cooperative Housing Providers, who own and manage their own housing communities and have their own independent Boards. NRH provides legislative oversight to ensure they are in compliance with the <i>Housing Services Act (HSA)</i>. Generally, 25% of these units are designated as market rent units. The remaining 75% of units are offered to households on the Centralized Waiting List that pay RGI.</p>
O	<p>ONTARIO PRIORITIES HOUSING INITIATIVE (OPHI): A program to address local housing priorities, including affordability, repair and new construction.</p> <p>OPERATIONAL REVIEWS: In order to ensure that Non-Profit Housing Programs comply with legislation and local policies, NRH investigates their overall health by analyzing many factors including finances, vacancy losses, governance issues, condition of buildings etc. NRH then works with them to bring them into compliance and provide recommendations on best business practices.</p>
P	PORTABLE HOUSING ALLOWANCE: Direct financial assistance given to the household (tenant) on the Centralized Waiting List; not tied to a housing unit.
	PRIORITY STATUS GROUPS: Priority Status groups are offered units before other applicants on the Centralized Waiting List:

Quarterly Report Reference Sheet

	<ul style="list-style-type: none"> • Special Provincial Priority (SPP) Status is the only legislated priority and is intended to help victims of violence separate permanently from their abuser • Urgent Status is intended for applicants with (1) Mobility Barriers (i.e. physical limitations that require barrier-free units) and/or (2) Extreme Hardship (i.e. where the applicants' current accommodations puts them at extreme risk and/or causes hardship and relocation would reduce the risks and/or alleviate the hardship) • Homeless Status provides an increased opportunity for placement to households that are homeless (1 in every 10 households offered housing)
	<p>PUBLIC HOUSING (ALSO CALLED "LOCAL HOUSING CORPORATION"): NRH owns and manages 2,660 units of Public Housing stock in 9 of the 12 Niagara municipalities. Tenants pay 30% of their income for rent. <i>*Note: NRH owns and manages an additional 91 units that have affordable (80% market) and market rents.</i></p>
Q	
R	<p>RENT SUPPLEMENT PROGRAM: Tenants pay 30% of their gross monthly income directly to the private landlord and NRH subsidizes the difference up to the agreed market rent for the unit. <i>*See also Housing Allowance Program and Housing First Project.</i></p>
S	<p>SERVICE LEVEL STANDARDS (SLS): Establishes minimum number of RGI and special needs units to be maintained by each service manager</p> <p>SERVICE MANAGER: As administrator for affordable housing on behalf of Niagara Region, NRH's main responsibilities include: administering Rent Supplement Programs, oversight of Non-Profit and Cooperative Housing Providers, determining RGI eligibility, maintaining Centralized Waiting List, establishing Local Policies etc.</p> <p>SOCIAL HOUSING (FORMERLY "AFFORDABLE HOUSING"): All NRH programs and services, including Public Housing (NRH-owned), Non-Profit Housing Programs, the Rent Supplement Program and the Affordable Housing Program</p>
T	
U	
V	
W	<p>WELCOME HOME NIAGARA: Assists low-to-moderate income rental households to purchase their first home by providing a down payment loan. The loan is forgivable after 20 years if the household remains in the home.</p>
X	
Y	
Z	



TO: Amber LaPointe, Clerk - City of Port Colborne
RE: DPCBIA Request for Rainbow Crosswalk Installation

June 1, 2021

With the annual celebration of Pride Month among us, The Downtown Port Colborne BIA would like to extend a request to the City of Port Colborne City Council and Staff to install a Rainbow Crosswalk in Downtown Port Colborne as a welcome sign of inclusivity and support to our LGBTQ residents and visitors.

Over the last few years, Rainbow Crosswalks have been popping up across Ontario as a sign of support and inclusivity of the LGBTQ population in Ontario. These crosswalks have been met with resounding celebration as even in the year 2021 individuals identifying in these groups still face challenges and oppression within society. The Downtown Port Colborne BIA Board of Management was thrilled to read the City of Port Colborne's Strategic plan which identified making Port Colborne and "Inclusive Community" as a key pillar to success. We are thrilled to see that these conversations are at the forefront of the city's mind and planning in support of not only our existing residents but also our visitors from across Niagara and beyond.

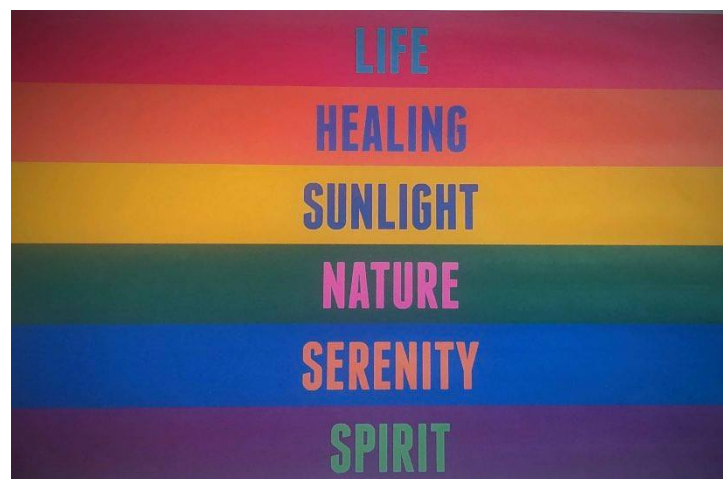
Currently Niagara has three rainbow crosswalks installed. The first being in Niagara Falls after lots of hard work and campaigning from community advocate Falynn Shaw. Attached is a poem (Appendix A) she wrote and presented to Niagara Falls City Council for their consideration which perfectly highlights the importance of such an initiative. Additionally, the St. Catharines Standard Article (Appendix B) summarizing the installation of the crosswalk highlights its process and importance. Next is the Rainbow Crosswalk installed at both Niagara on the Lake and Welland campuses of Niagara College. Most recently is the installation of the crosswalk in Downtown St. Catharines highlighted in article (Appendix C).

The Board of Directors of the Downtown Port Colborne BIA voted unanimously in agreement at our May 2021 Board Meeting that Downtown Port Colborne needed to be the next "Safe Space" landmarked in Niagara by a Rainbow Crosswalk in support of the LGBTQ Community. Port Colborne is a destination for so many great things. We know that this show of support will draw great social, tourism and economic benefits to Our City letting people know they are wanted, welcome and respected in our community.



Naturally with such a worthy endeavor, it was easy for us to garner widespread support from all facets of the community for this initiative. Attached are several Letters of Support from various community partners highlighting their views and confirmation of how important this is. Carlie Smith, Realtor with Royal LePage NRC Realty (Appendix D) highlights the importance of marketing and selling Port Colborne as an inclusive community to live. The Reverend Jody Balint of St. James and St. Brendan Anglican Church (Appendix E) offer their support to the LGBTQ Community and are in favour of the crosswalk being by the church crossing King Street and connecting to Mariner's Park or even encompassing the entire intersection. Glen Walker of Positive Living Niagara (Appendix F) commends the BIA on this initiative and encourages the city to move forward with this project and lastly Port Cares has provided their support (Appendix G).

As Pride Month is upon us, our goal is at the very least to have this request approved and passed through council. We trust with the support we have garnered and the pre consultation we have done with City Council and Staff this should be an attainable goal. We would like to encourage going one step further, and pushing to see if we can bring this project to reality within the month of June. We feel based on the circumstances and uncertainty of the last year in the world the community needs a good news story and a reason to celebrate, be happy, come together and support each other – What better way than to brighten up our Downtown with such a powerful statement. Many don't know that each colour has its unique meaning and purpose, the sentiments of which are so fitting.



In hopes of moving this project along efficiently, we have done some legwork in sourcing what other municipalities have done in terms of painting these crosswalks.



The preferred method that keeps coming up and is what was used in both Niagara Falls and in St. Catharines was a heat applied paint system applied by a company called Guild. Attached (Appendix H) is the notes from Brian Applebee, Manager of Transportation Services for The City of St. Catharines. This method from research both in Niagara and across Ontario is that this heat applied method offers the longest longevity for the paint where as a traditional paint or road stripping paint system will wear quickly much like traditional road markings and would only give a 6 month to a year durability while maintaining its vibrancy.

As noted in Brian's Email, the cost for these crosswalks depending on complexity of design range between \$3000 and \$7000. In consultation with several LGBTQ groups and advocated the simplified design of the traditional rainbow tends to be the preferred version amongst the LGBTQ community. This also works out to be the more cost effective design. If council would consider it, some of our proposed locations would be nicely highlighted by doing multiple crosswalks.

Proposed Ares:

1. 1A) Crossing King at Charlotte on the North Side connecting The Anglican Church and Mariner's Park.
1B) Would be to form a complete square in that same intersection crossing King and Charlotte.
2. Crossing West at Clarence on both sides of the Clarence Street Bridge in line with the bright making for an amazing visual impact and gateway into the Downtown Core.

As a BIA our goal is to bring this to fruition in a safe and timely manor. We are open and flexible to location and also to if we do one for now and considering adding to it in the future. We understand and respect that pedestrian safety needs to be paramount. Understanding safety, While the visual impact of being on Clarence Street would be fantastic, we know this will be a huge draw and photo opportunity and for that reason feel that it may pose an unnecessary safety risk. Additionally, in both locations we have suggested the areas are monitored by camera systems. At King & Clarence by the NRP Pod Camera and at The Clarence Street Bridge by the Seaway's camera systems.



Downtown Port Colborne BIA

Board of Management

MAIL: PO Box 272 | Port Colborne, Ontario L3K 4W1

OFFICE: (289) 836-9006
www.exploreportcolborne.ca

Appendix A: Poem by Falyynn Shaw
Appendix B: St Catharines Standard Article RE Niagara Falls Crosswalk
Appendix C: Iheart Radio Article RE St. Catharines Crosswalk
Appendix D: Letter of Support – Carlie Smith, Royal Lepage NRC Realty
Appendix E: Letter of Support – Reverend Jody Balint, St. James & St. Brendans Anglican Church Port Colborne
Appendix F: Letter of Support – Glen Walker – Positive Living Niagara
Appendix G: Letter of Support – Port Cares
Appendix H: Crosswalk Information – Brian Applebee, City of St. Catharines
Appendix I: Location Proposals

We Thank City Staff and Council for the consideration of this proposal and look forward to working together to make it a reality.

Respectfully Submitted,

Jesse William Boles, Chair

Downtown Port Colborne

BIA Board of Management

Email: jessepocobia@gmail.com

Cell: 905-359-5350

Rainbow Crosswalk Poem

Over 50 years later and it is still a fight.

What is happening in my community just isn't right.

If you've never felt the depression that's caused by
oppression, I'm happy for you, but can you just remember
this planet is full of other people too.

We all have different stories About from where we came,

That's what makes this world wonderful,

None of us are the same.

The rainbow is a symbol of unity, not just for the

community

but for all.

This crosswalk is means to build a bridge

not to build a wall.

By. Falyynn Shaw


NIAGARA REGION

Rainbow crosswalk to grace street in downtown Niagara Falls

By **Ray Spiteri** Review Reporter

Niagara Falls Review

 Tue., Jan. 28, 2020 |  3 min. read

 Article was updated Jun. 02, 2020

Niagara Falls city council has approved a rainbow crosswalk at Queen Street and Erie Avenue.

The city and downtown business improvement association will split the cost of a \$3,000 ladder-style crosswalk on the south side of the intersection.

The BIA has committed to fund 50 per cent of the installation cost to show support for the LGBTQ community. The remaining \$1,500 will come from the city's transportation services operations budget.

The south approach is the shortest crosswalk at the intersection, which connects city hall property to Rosberg Family Park/Olympic Torch Trail.

Niagara Falls resident Falynn Shaw asked the city to endorse a downtown rainbow crosswalk last July 31. The city also received a letter of support from Ron Charbonneau, chairman of the Downtown Board of Management.

During a Jan. 14 meeting, City staff recommended council approve the crosswalk on the west side of the intersection, but some councillors voiced concerns about its then-estimated \$14,000 cost — and that the city was to be on the hook for the entire project. Moving it to the south side and a change to the style of crosswalk drops the cost significantly.

Prior to council's decision Tuesday night, Shaw recited a poem she wrote, addressing the need for the crosswalk.

"Fifty years later and it is still a fight, what is happening in my community just isn't right," she said.

"If you've never felt the depression that is caused by oppression, I'm happy for you. But can you remember that this planet is full of other people, too. We all have different stories about from where we came, that's what makes this world wonderful, none of us are the same. The rainbow is a symbol of unity, not just for the community, but for all. This crosswalk is a means to build a bridge, it was never meant to build a wall."

She said the LGBTQ community does not ask for much from the city, and that council supporting \$1,500 for a rainbow crosswalk would show solidarity and unity and show that leaders in one of the most recognizable cities in the world stand for inclusivity.

Karl Dren, the city's director of transportation, said the city was made aware of a person who may have been interested in painting the crosswalk versus the treatment recommended by staff.

He said staff attempted to contact the person "several times," but never received a response.

Coun. Chris Dabrowski brought forward a motion Tuesday evening to support the rainbow crosswalk, noting staff were able to find a "cost-effective solution" to make the project a reality.

The motion also called for the crosswalk to be finished by June — in time for Pride Month and to coincide with the rainbow flag raising at city hall.

After the meeting, Mayor Jim Diodati said getting the cost of the crosswalk down was a "fair compromise" between supporters of the idea and those concerned with the initial \$14,000 cost.

He also said Shaw's poem was "very appropriate."

"I think she nailed it. We want to build bridges, not walls and we want to have an inclusive, accepting community and that's what Niagara Falls is. I think that was council's way, in a much less expensive way, of showing their support for inclusivity."

Raymond.Spiteri@niagaradailies.com

905-225-1645 | @RaySpiteri

- Rainbow crosswalk planned for St. Paul Street
- Editorial: Rainbow crosswalk a sign of bridges being built
- Crosswalk defacing shows we have a long way to go

More from The Standard & Partners



(<https://www.iheartradio.ca/610cktb>)

ST. CATHARINES GETS NEW INCLUSIVE CROSSWALK



(</610cktb/author/Author/Shelby Knox>)

SHELBY KNOX

Thursday, May 27th 2021 - 9:50 am

(</home>)



radio in 1 seconds

LATE
(HTTI

Photo: courtesy Greg Miller on Twitter (@GregMillerSTC)

Downtown St. Catharines is a little more colourful thanks to the addition of a new crosswalk.

The crosswalk on St. Paul Street between Mahtay Cafe and the first Ontario Performing Arts Centre features the rainbow colours of the pride flag, a black and brown chevron recognizing queer and trans people, members of the Black, Indigenous, and people of colour communities, a pink and blue chevron for the transgender community, and a purple and white chevron to pay homage the Haudenosaunee and Anishinaabe territory and Two Row Wampum agreement.

City council approved up to \$7,000 to install the crosswalk back in July of last year.

The original motion from Councillor Greg Miller was unanimously approved in 2019.

The crosswalk was installed just in time for Niagara's Pride Week kicking off next week.

Pride Month is celebrated in June.



On air until 12:00 PM

Jerry Agar (<https://www.heartradio.ca/newstalk-1010/shows/jerry-agar-1>)

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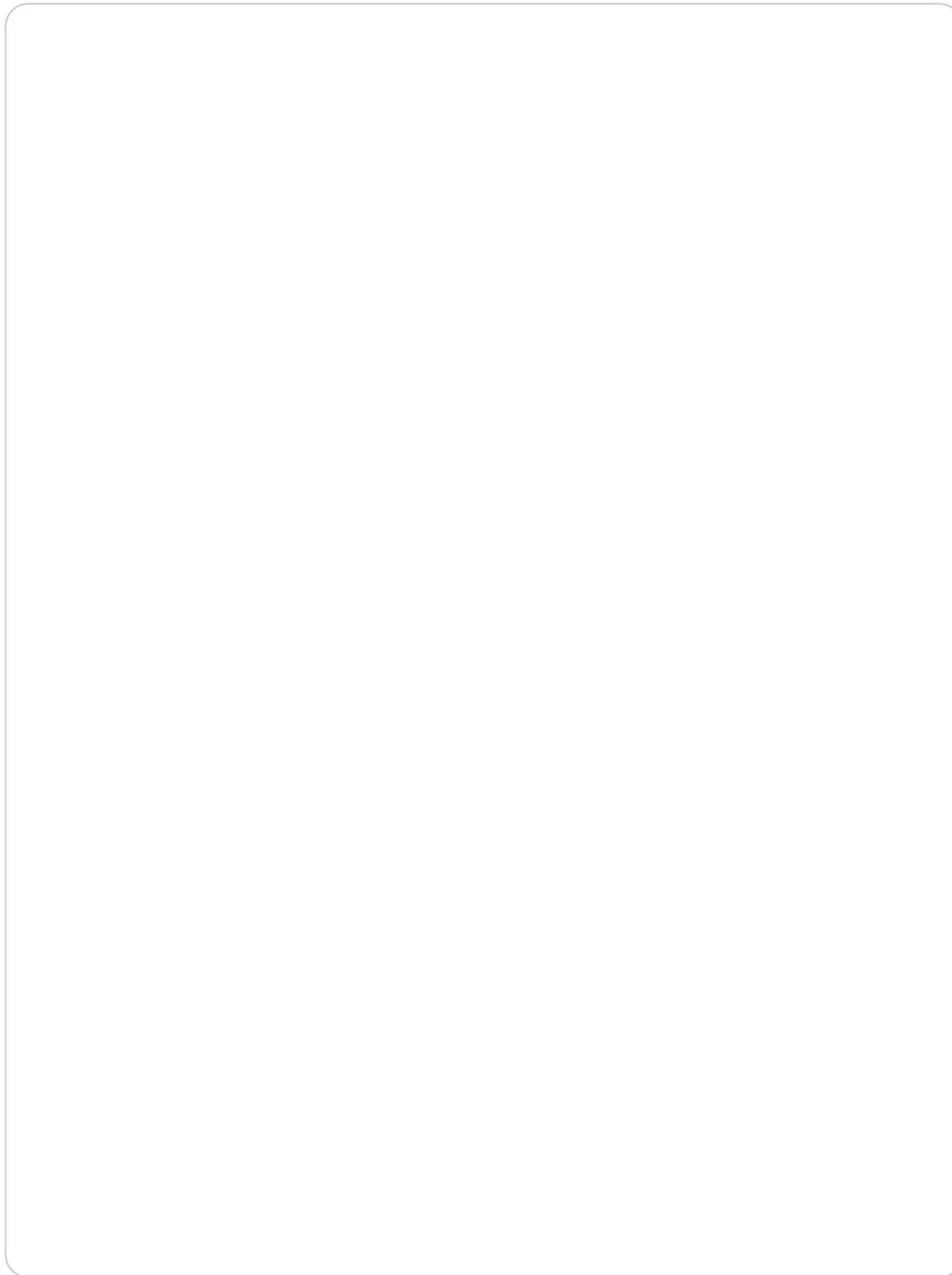
(<https://www.ibe>



Greg Miller - City Councillor
@GregMillerSTC



Update:



Greg Miller - City Councillor @GregMillerSTC

LGBTQ2S+ crosswalk for downtown St. Catharines update: to be installed later this month in time for Pride Month!

The flag includes markings representing the Haudenosaunee and Anishinaabe communities, as well as the Two Row Wampum



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Carlie Smith

Sales Representative
Royal LePage NRC Realty

Cell: 289.821.8881
Office: 905.834.9000

carlie@royallepage.ca
www.CarlieSmith.ca

May 27, 2021

RE: Pride Cross Walk

To Whom it May Concern,

Thank you for the opportunity to address this topic. I was in conversation with Jesse Boles, Chair of the BIA and he shared their idea to bring forward a Pride crosswalk to Port Colborne. I understand that a large part of the new strategic plan is to create an inclusive community in Port Colborne. As a local landlord and Realtor, creating safe communities is incredibly important to me. In my day to day job I am introducing new families to various areas of our region, Port Colborne being my favourite. However there is nothing currently in Port Colborne that publicly shows our inclusivity. I know one month of the year City Hall raises the pride flag, but there are currently no permanent fixtures that I am aware of to show our inclusivity. This would be a great addition to our town, as representation matters.

I would be in favour of this Pride Crosswalk in our downtown core to show our residents that they are safe, cared for, loved and welcome, regardless of their gender or sexuality. I would also be in favour to add the Pride flag as a permanent fixture in City Hall.

Sincerely,

Carlie Smith

St. James and St. Brendan

55 Charlotte St.

Port Colborne, Ontario

L3k 3C9

Email: anglicanoffice@gmail.com

Website: <https://www.portcolborneanglican.org/>



Friday, May 28th, 2020

To Whom It May Concern,

We, the Corporation of St. James and St. Brendan Anglican Church, fully support the B.I. A.'s desire to celebrate Pride Month and the LGBTQ2 Community by having the crosswalks around the painted with the Pride Flag. We also have no objection to the crosswalk between the church and Mariners Park being painted.

Please feel free to contact us if you should have any further questions or concerns.

Sincerely

Rev. Jody Balint
Rector

Robynn Bliss
Rector's Warden

Pat Davis
People's Warden



Founded in 1865 in the Diocese of Niagara
Charitable Registration no.: 108099771 RR 0093





May 31, 2021

To: Who it May Concern

Re: Port Colborne Downtown BIA Pride Crosswalk Request

Positive Living Niagara provides our community with HIV, HCV and STBBI prevention and support. We work closely with the 2SLGBTQ+ community. Positive Living Niagara would like to acknowledge and support Port Colborne's Downtown Business Improvement Area's (BIA) request for the installation of a Pride crosswalk.

The Niagara Region has an extremely gender diverse community, that so many call home. By installing a rainbow crosswalk in your downtown core, this not only shows support and ally ship, but also generates awareness for the 2SLGBTQ+ community.

Community engagement within the culture of 2SLGBTQ+ individuals, in Port Colborne and the Niagara Region, empowers its community. The public recognition and visibility a Pride crosswalk provides, is crucial in not only celebrating Pride, but also encourages support, unity and education.

We would like to thank the Port Colborne Downton BIA for supporting the 2SLGBTQ+ community, and taking the steps to create an inclusive environment for a population that struggles with recognition and acceptance.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen Walker", written in a cursive style.

Glen Walker
Executive Director
905-984-8684 ext. 112

June 1, 2021

Jesse W. Boles, Chair
Downtown Port Colborne
BIA Board of Management
P.O. Box 272
Port Colborne, ON L3K 4W1

Dear Mr. Boles,

Port Cares mission to help those in our community with social and economic needs improve their quality of life.

In that spirit coupled with our values to provide help without judgement, to treat everyone with respect and to work collaboratively together, Port Cares expresses its endorsement of the Downtown Port Colborne BIA initiative to create a rainbow crosswalk as a permanent show of support for members of the LGBTQ+ community and to demonstrate that the downtown area is an inclusive and safe space.

Port Cares recognizes the value of diversity and inclusiveness and wishes you the best in this endeavour.

Stay safe, Stay well,



Christine Clark Lafleur
Executive Director
Port Cares

From: Applebee, Brian bapplebee@stcatharines.ca
Subject: Rainbow Crosswalk Info
Date: May 28, 2021 at 2:24 PM
To: jessepocobia@gmail.com

BA

Hi Jesse:

I just received your VM but I can't give you a call at the moment so I thought I'd send this email.

Our crosswalk was installed by Guild (contact there is Stuart Anderson, Stuart.Anderson@guldelectric.com) and was completed using thermoplastic pavement markings. The cost for this crosswalk was approximately \$14k. Our LGBTQ2+ Committee requested the "Brock U" Pride Flag design which includes additional colours, so the cost was higher than if the "traditional" Pride Flag design is used.

The City of Niagara Falls also implemented a "ladder style" crosswalk, which is the Flag colours interspersed with asphalt, on one leg of Queen Street near their City Hall for around \$2.5k (if I recall) using thermoplastic as well. I believe Guild may have also done the work there. If you would like to contact them for information on their installation, I'm certain my colleague in NFLS, Mathew Bilodeau (mbilodeau@niagarafalls.ca), would be more than pleased to assist you.

Regarding the material choice, it was recommended to us by more than one vendor NOT to use road paint to complete this work due to the speed at which it wears, the cost of custom paint colours in small batches, and the issue with using a typical handcart painting machine with multiple colours (i.e. it would need to be thoroughly washed between each colour and the colours could bleed at the edges).

I hope this information is of assistance to you.

Regards,

Brian

Brian Applebee C.E.T.

Manager of Transportation Services

Email: bapplebee@stcatharines.ca

Tel: 905.688.5601 x1659 TTY: 905.688.4TTY (4889)

Mail: PO Box 3012, 50 Church Street, St. Catharines, ON L2R 7C2



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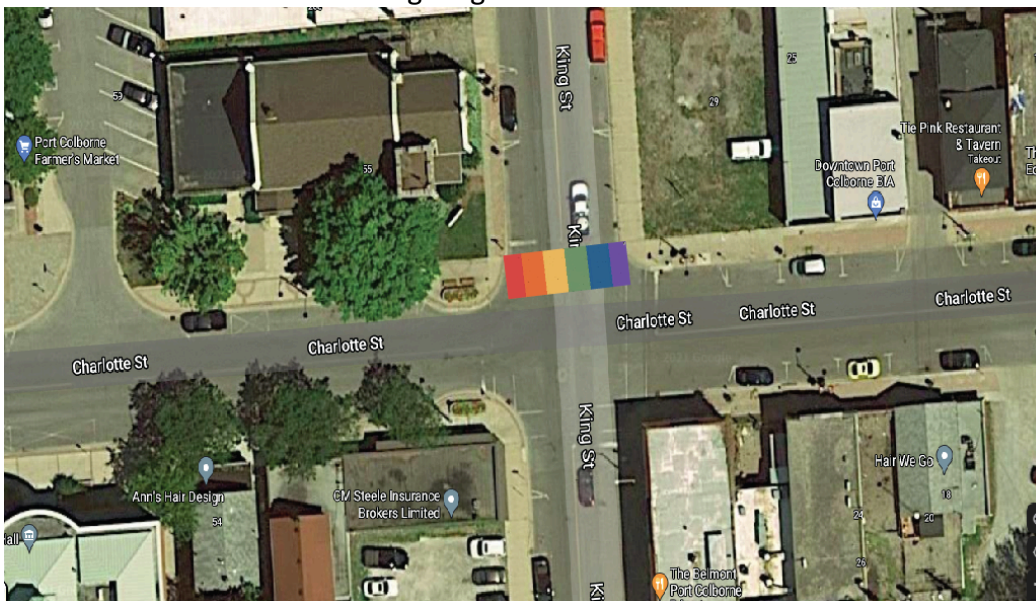
Appendix I – Rainbow Crosswalk Proposed Locations West Street at Clarence Street Bridge



Charlotte / King Intersection – Whole Intersection



North Side of Charlotte Crossing King



From: Kate Brown [REDACTED]
Sent: May 25, 2021 12:53 AM
To: Deputy Clerk <deputyclerk@portcolborne.ca>
Subject: Non Agenda Delegation

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

KATHRYN BROWN
103 Main St E
Port Colborne. ON L3K 1S3
Tel: [REDACTED]
Email: [REDACTED]

May 24, 2021

To: Mayor and Members of Council

I understand the the city council will be receiving a request from the BIA in connection with a wider initiative which has been taken on board by various BIA communities in Ontario, i.e. painting of roads with the rainbow crossing, representing the Pride organization. I would protest this, based on the political nature of this organization. This is a quiet backwater of Ontario with a higher elderly population. We are right to welcome LGBT+ individuals but due to the current 'cancel' culture, those who 'sit on fence' are targeted or silenced by branding as homophobic, I believe this is a negative move until this organization pulls back from it's aggressive and bullying stance. Additionally when the Pride flag was erected in Port, it was attended/ supported by approximately 20 people which does not reflect a good deal of support in the population.

I think we should avoid controversy, as following through with this also means we should maybe be including BLM, and feminist activist groups. Could we be seeing "defund the police" written over our roadways? Had the Conservative party been able to see their logos and flags posted around Canada to the same extent, we would probably see the end of the Liberal Party

The initiative from the BIA is a good one otherwise, and I would hope they can be persuaded to demonstrate a more unifying focus with which we can all identify. That is the green issue and promotion of various aspects of environmental issues : melting of polar ice caps, heating up of the planet and meteorological changes, the extinction of species, the decimation of rainforests, single-use plastic pollution, etc, etc. This is something which is a major issue that threatens us all and one to which we can all identify and work together.

I hope you will consider this

Sincerely

Kate Brown

June 7, 2021

To Port Colborne Mayor Bill Steele and City Council:

It is OUTniagara's pleasure to support of the Downtown Port Colborne BIA's request to paint a rainbow crosswalk on a selected street in Port Colborne.

OUTniagara, a non-profit organization that advocates for and connects Niagara's 2SLGBTQQIA+ communities, supports endeavours that signal the value of diversity and acceptance of these communities. The action is especially effective when the City as a corporation indicates it's open to welcoming all people within its borders, moving towards and eventually creating a culture of safety, acceptance, inclusivity and respect.

It's no secret that the economy everywhere has taken a sharp hit during pandemic restrictions. Knowing that the City of Port Colborne is open for business for all people, not only 2SLGBTQQIA+ shoppers and tourists, but also 2SLGBTQQIA+ businesses, will help restore economic health.

A rainbow crosswalk painted on a downtown street can create much goodwill, especially if it's followed by policies and programs that genuinely benefit Niagara's sexual- and gender-diverse communities.

In conclusion, we support the Downtown Port Colborne BIA's request for a rainbow crosswalk.

Respectfully,



Celeste Turner (they, them)
Chair, OUTniagara



Main Street BIA AGM Minutes

November 21st, 6pm

City Hall - 3rd Floor

Board Members Present: Frank Danch, Kim Danch, Juli Longaphie, Gino Spada,

BIA Members Present: Dee Tilbrook, Jeff Ribau, Stephen Williams, Marsh Cox

City Staff Member: Amber LaPointe

1. Call to Order – 6pm by Councillor Danch

2. Disclosure of Pecuniary Interest – None

3. Councillor Remarks- None at this time

4. Approval of AGM Minutes from 2018 – M- Gino S-Frank

5. Approval of Auditors report for 2018 – M- Juli S- Kim

6. Appointment of Auditor for 2019 year – City chosen n/a as per Amber

7. Proposed Budget & Program for 2020 – M- Gino S- Juli

* Jeff from the City Tavern requested to be included in Taste of PC and get more info as he is new owner.

8. Board Election – 3 vacancies

* Amber explained the process for election

* Kim discussed the time needed as a board member

NOMINATION:

Dee Tilbrook

Stephen Williams

Marsha Cox

9. New Business

* Question-Has levy increased? Frank responded and explained how funds are allocated to the BIA. Amber explained after 3 years of property arrears the City can put property for sale.

* Question: If the BIA has not received levy funds from the City and the BIA received a city invoice, do we pay this without receiving our levy funds? Kim explained that the BIA receives levy funds at the end of the year and payment for invoices received from the city has never been a problem paying at that time.

* Lighting was noted by most present as a priority – efficient lighting.

* Comment received: New businesses could use all the help they can get, and the BIA could do more to welcome newcomers.

* Facebook presence could be increased – Juli offered to help moderate but needs to be added to as an administrator.

* Question: What happens to businesses outside BIA boundaries? Frank responded that there aren't many outside each BIA boundary and that everyone is welcome at meetings. The suggestion was made that boundaries could be expanded if necessary.

10. Adjournment – 7pm

Main Street BIA Minutes

January 20th, 6PM

LOCATION: City Tavern – Main Street

Attendance- Frank Danch, Kim Danch, Juli Longaphie, Marsha Cox

Regrets: Dee Tilbrook, Stephen Williams, Gino Spada

1. Welcome –6:20PM (Frank chaired meeting)
2. Disclosure of Pecuniary Interest - none
3. Approval of BIA Agenda – (m) Kim, (s) Marsha - Carried
4. Approval of BIA Minutes from Sept. 23rd, 2019 (m) Kim, (s) Juli - Carried
 - *Previously circulated. to be submitted to council upon approval.
5. Selection of Board Executive – Deferred to next meeting due to attendance
6. Business arising from previous minutes

*New lighting/décor/banners – Frank to reach out to both high schools to see if interest/ability to assist BIA with metal artwork for replacement of banners. Perhaps a lighthouse design to tie in with the one at lock 8 & our logo.

* New Flower bed – Juli to send letter requesting bed around clock as initially planned when clock was designed & meeting to confirm project.

7. Treasurer Report (m) Juli, (s) Frank - Carried

* the bank balance is \$31665.01

8. Correspondence

* Resignation letter from Gino Spada

9. Councillor Report – Frank Danch – none

10. Other Business

* Taste of PC – Frank to confirm partnership with City for 2020 event & request budget for the event.

** Also wondering if it would be in everyone's best interest that the City take the lead on the event & arranging meetings. This would give both BIA's an equal voice and would avoid the potential for perceived favoritism

11. Adjournment & Next Meeting Date: March 2nd, FLYING SQUIRREL @ 6PM

The Corporation of the City of Port Colborne

By-Law No. _____

Being a By-law to Adopt a Municipal By-law Enforcement Policy

Whereas Section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, (the "*Municipal Act*") provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

Whereas Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under the *Municipal Act* or any other Act; and

Whereas Section 11(2)2 of the *Municipal Act* permits a municipality to pass by-laws respecting accountability and transparency of the municipality and its operations; and

Whereas Section 11(2)6 of the *Municipal Act* permits a municipality to pass by-laws respecting the health, safety and wellbeing of persons; and

Whereas Section 11(2)8 of the *Municipal Act* permits a municipality to pass by-laws respecting the protection of persons and property, including consumer protection; and

Whereas Council of the City of Port Colborne wishes to enact a policy in respect of by-law enforcement;

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

1. That the Municipal By-law Enforcement Policy attached to this By-law as Schedule "A" is hereby adopted; and
2. That this by-law shall come into force and take effect on the day that it is passed by Council.

Enacted and passed this 14th day of June, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

Schedule “A” to By-law _____

City of Port Colborne

By-law Enforcement Policy

Part I Purpose

The City of Port Colborne (the “City”) is committed to ensuring compliance with municipal by-laws and providing enforcement in a timely, fair and efficient manner.

The City’s goal is to ensure compliance with municipal by-laws through both:

- Education
- By-law enforcement

The purpose of this policy is to set out a guide to govern the processing of municipal by-law education and enforcement within the City. The overriding goal is to ensure a fair, uniform and standardized process in respect of receipt and processing of complaints, and administration, investigation and enforcement.

Port Colborne shall pursue enforcement based on a modified proactive model. By-law enforcement will generally be complaint driven. However, in respect of matters pertaining to public health and safety, enforcement shall be pursued on a proactive basis in terms of priority matters and provided sufficient resources exist.

Enforcement will generally be through either (i) the issuance of *Provincial Offences Act* proceedings; or (2) the municipality’s framework for an administrative penalty system (“AMPS”). AMPS is a process in which the City imposes a penalty directly upon an offender within the context of an administrative process as opposed to the Province’s *Provincial Offences Act* process. The AMPS process allows the City to have an administrative process as opposed to a Court based punitive process in terms of enforcement options. The City’s enforcement will be primarily through the administrative monetary penalty process.

Where an administrative penalty is insufficient, by-law contraventions are to be dealt with through Provincial Offences proceedings. The AMPS, however, will enable the municipality to resolve disputes in a timely and efficient manner.

Subject to the terms of this policy, the mode of enforcement will be left to the discretion of by-law enforcement staff.

Where there is a conflict between a provision of this policy and a provision of a by-law or legislation, the provisions in the by-law or legislation shall prevail.

Failing to comply with any provision of this policy shall not invalidate any proceeding, document or order in a proceeding otherwise in accordance with any municipal by-law, any provincial or any federal legislation.

This Policy applies up to but not including the point in which any Penalty Notice, Provincial Offences or any other court proceedings is commenced.

Part II Municipal Enforcement Goals and Objectives

The City's main goals are:

1. To ensure public health and safety;
2. To ensure that enforcement measures are conducted properly;
3. To ensure that there is adherence to a policy or protocol that identifies priorities and is applied in a fair and efficient manner;
4. To ensure the appropriate allocation of resources;
5. To ensure investigations are carried out in a proper manner according to law;
6. To ensure that there is no political or other interference in the enforcement process.

Part III Definitions

“City” includes the City of Port Colborne;

“Clerk” means the Clerk of the City of Port Colborne;

“Complaint” means a complaint received by the City in circumstances in which a complainant provides a full name, address, phone number and the nature of a complaint which can be verified by municipal by-law enforcement staff in writing in the form provided by the municipality;

“Frivolous Complaint” means a complaint submitted with ill will or with the intention of malice toward another person and may include retaliatory complaints and civil disputes. A frivolous complaint includes a complaint that is part of a pattern of conduct that amounts to an abuse of the complaint process. A complaint may be deemed a frivolous complaint where 3 or more complaints are made to the City on matters that have been already dealt with by a municipal law enforcement officer. Deeming a matter, a frivolous complaint shall be at the decision of the Clerk in consultation with a Municipal Law Enforcement Officer;

“Municipal Law Enforcement Officer” means a person appointed by the City for the purposes of municipal by-law enforcement, including but not limited to a building

inspector, a Municipal Law Enforcement Officer, a police officer and any other person authorized by Council with the responsibility for enforcing or administering this policy;

Part IV Prioritization of Complaints

Schedule “1” to this Policy contains a priority scale which is intended to be used as a rating system to establish the priority of complaints and a reasonable time frame in which a complaint can be processed and resolved.

Council recognizes that for each particular case, there are a number of factors, which may affect the timing and outcome of an investigation and resolution. However, in approaching by-law enforcement, the City will be guided by the by-law priority scale attached as Schedule “1” to this policy.

The priority scale and associated timing is a guide. The failure to follow the priority scale in Schedule “1” does not affect any Penalty Notice, Provincial Offences or any other proceeding.

Part V Investigation

The City shall only respond to complaints received from a complainant. Anonymous and/or incomplete complaints shall not be investigated.

To give effect to the City’s desire for a stepped up or proactive enforcement in respect of public health and safety matters, a Municipal Law Enforcement Officer may undertake an investigation on their own initiative upon observation of any circumstances of a by-law violation where a matter is an immediate threat to health or safety. These enforcement initiatives shall proceed with “By-law” denoted as the complainant.

The name and address of any complainant is confidential and is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. Under no circumstances shall the name of a complainant be intentionally divulged to any member of Council, any non-essential municipal staff, the public or the media unless required by the order of any Court or tribunal. Similarly, persons who are the subject matter of the complaint are also protected under the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and their personal information shall not be intentionally divulged to any of the above, subject only to an order of a Court or tribunal.

Upon receipt of a complaint, municipal staff will circulate the complaint internally to be dealt with by the appropriate department.

Upon receipt of a complaint, if necessary, a Municipal Law Enforcement Officer may contact a complainant for additional information.

A Municipal Law Enforcement Officer shall attend the site/property that is the subject matter of a complaint, in accordance with the entry provisions set out in the respective provincial legislation or by-law.

Where a Municipal Law Enforcement Officer is unable to determine whether reasonable and probable grounds exist in respect of a possible contravention, they may consult the municipal prosecutor or solicitor or the appropriate municipal staff member. In doing so, the Municipal Law Enforcement Officer shall respect the privacy of both the complainant and the subject of the investigation and only divulge necessary information.

Part VI Enforcement Options

Where a Municipal Law Enforcement Officer has determined that a contravention of a by-law exists, the Municipal Law Enforcement Officer may provide an initial warning.

In the alternative, in situations where an administrative monetary penalty or a *Provincial Offences Act* set fine has been established for violations of the particular by-law, a Municipal Law Enforcement Officer may, upon confirmation of the existence of the violation, issue an offence notice or penalty notice.

Notwithstanding any provision of this Policy, where provided for by by-law or provincial legislation, a Municipal Law Enforcement Officer may issue an emergency order to remedy a violation in lieu of an initial warning or offence notice/penalty notice when a violation poses an immediate threat to health or safety.

Where a warning has been obeyed and compliance is achieved, a Municipal Law Enforcement Officer shall enter a complaint finalized date and close the file.

If a warning has not resulted in compliance, the Municipal Law Enforcement Officer may proceed as follows

1. The Municipal Law Enforcement Officer may issue a second warning, which warning may identify timelines for compliance;
2. The Municipal Law Enforcement Officer may issue a penalty notice or a Provincial Offences notice; or
3. The Municipal Law Enforcement Officer may determine to proceed by way of a Part III Provincial Offences Information.

Nothing in this policy affects any decision by the City to pursue enforcement of any municipal matter before the Courts, including but not limited to Superior Court Injunction proceedings.

In determining how to proceed, a Municipal Law Enforcement Officer shall consider:

1. The nature of the offence and whether or not there is any potential for injury or property damage.
2. Whether or not there is a history of non-compliance.

3. In addition, other facts that the Officer believes, acting reasonably, are relevant.

Vexatious complaints grounded in a neighbour dispute shall not be investigated by a Municipal Law Enforcement Officer unless there is an immediate threat to health and safety or the potential for property damage.

Where there are multiple complaints from a single person or where a single person submits complaints to the City on an ongoing basis, the Municipal Law Enforcement Officer, in consultation with the Clerk and/or solicitor, shall have the discretion to decide on the appropriate level of a response to such complaints.

In making a decision on the appropriate level of response to such complaints, staff shall have regard to the following criteria:

1. Health and Safety factors;
2. Potential property damage;
3. Potential impact on the complainant;
4. Potential impact on the neighbourhood;
5. Available resources; and
6. History of complaints in respect of the same matter.

A Municipal Law Enforcement Officer may re-visit any decision not to respond to a complaint or enforce a by-law or a decision and any decision may be revisited at any time.

All complaints received by the City will be acknowledged and the complainant shall be advised that the complaint will be processed in accordance with this Policy

Part VII General Provisions

The Niagara Regional Police Service shall be contacted for all emergency situations including, but not limited to, loitering, trespassing, noise related neighbour or domestic disputes, vandalism or possible criminal activity.

Council may establish priorities for enforcement, enact by-laws, and adopt by-law enforcement policies, such as this Policy, but Council shall not get involved in day-to-day by-law enforcement decisions.

Specifically, individual members of Council shall not become involved in any matter after a complaint is initiated or after any type of enforcement initiative. If a member of Council wishes to make a complaint, they shall do so in the normal course as contemplated by this policy and be treated as every other complainant.

Council shall review this policy at minimum every three years.

By Law Priority Scale Schedule 1

This is intended as a rating system to be used by By-law Services to establish a reasonable time frame in which a Formal Request or Complaint could be received, processed and resolved. Times may vary for each for each particular case depending on a number of factors which may affect the outcome of the investigation and resolution.

Priority Scale

Risk Rating Score	46 to 64	25 to 42	12 to 24	5 to 10	0 to 4
Time to Resolve	1 Immediately	2 1-2 weeks	3 2-4 weeks	4 4-6 weeks	5 open
Typical Priority Rating					
Typical Complaint			Priority		
Building without a permit					
Business in a residential area					
Dumping					
Property standards					
Dogs barking					
Snow/Ice problems					
Fences					
Pool fencing					
Illegal signs					
Derelict vehicles					
Commercial vehicles in residential areas					
Overgrown weeds and or grass					
Noise trail bike, model planes					
Noxious weeds					
Parking violation					
Public nuisance					
Zoning					
Unsafe or hazardous condition					

By-law Risk Assessment Work Sheet								
	Extreme	Very High	High	Serious	Moderate	Minor	Slight	Minimal
Probability	8	7	6	5	4	3	2	1
Always 8	64	56	48	40	32	24	16	8
Frequent 7	56	49	42	35	28	21	14	7
Very Likely 6	48	42	36	30	24	18	12	6
Likely 5	40	35	30	25	20	15	10	5
Occasional 4	32	28	24	20	16	12	8	4
Rare 3	24	21	18	15	12	9	6	3
Exceptional 2	16	14	12	10	8	6	4	2
Unlikely 1	8	7	6	5	4	3	2	1
Range of Risk								
46 to 64	Risk is Severe and Unacceptable				Immediate Action Forthwith			
25 to 42	Risk is High				Priority action to be taken to apply control measures			
12 to 24	Risk is Moderate				Action to be taken as a matter of routine			
5 to 10	Risk is Low and Broadly Acceptable				Low priority action			
0 to 4	Risk is Minimal				Requires review			
Life Safety			Environmental			Property		

The Corporation of the City of Port Colborne

By-law no. _____

Being a by-law to amend Zoning By-law 6575/30/18 respecting lands legally described as Part of Lots 11 and 12, Concession 3, formerly in the Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara, municipally known as 3288 Second Concession.

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

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

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

1. This amendment shall apply to those lands described on Schedule “A” attached to and forming part of this by-law.
2. That the Zoning Map referenced as Schedule “A1” forming part of By-law 6575/30/18 is hereby amended by changing those lands described on Schedule A from Agricultural (A) to Agricultural Purposes Only (APO) and AR-63.
3. That Section 37 entitled “Special Provisions” of Zoning By-law 6575/30/18, is hereby further amended by adding the following:

AR-63

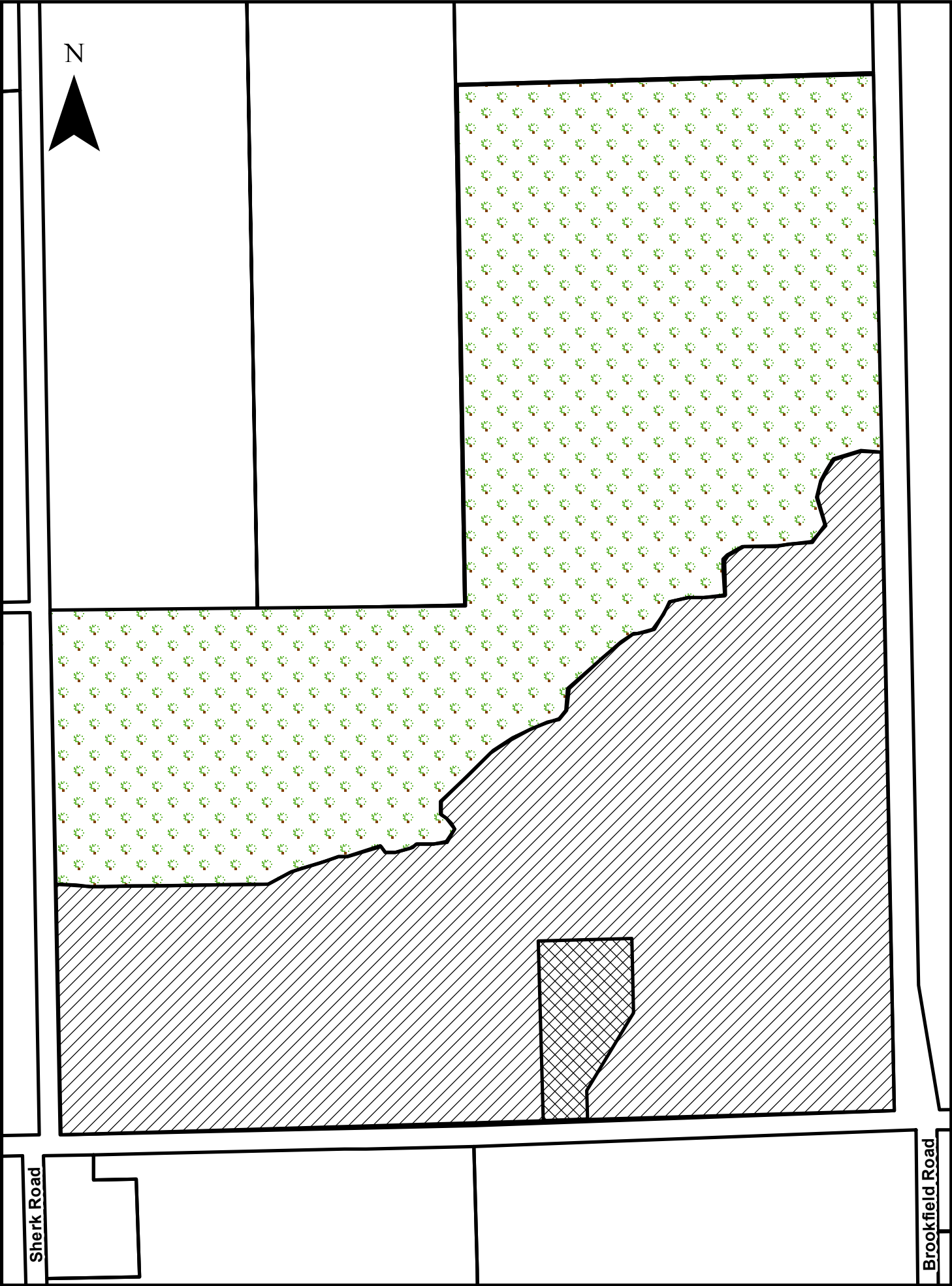
Notwithstanding the provisions of the Agricultural Residential (AR) zone, the following special regulation shall apply:

- a) Minimum Lot Frontage 43 metres
4. That this by-law shall come into force and take effect on the day that it is passed by Council, subject to the provisions of the *Planning Act*.
5. The City Clerk is hereby authorized and directed to proceed with the giving notice of the passing of this by-law, in accordance with the *Planning Act*.

Enacted and passed this 14th day of June, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk






This is Schedule "A" to By-law No _____

Passed _____, 2021

Mayor

Clerk

-  - Lands to remain Environmental Protection (EP)
-  - Lands to be rezoned from Agricultural (A) to Agricultural Purposes Only (APO)
-  - Lands to be rezoned from Agricultural (A) to AR-63

File No. D14-02-21

Drawn by: DS -Planning Division

Not to scale

June 2021

The Corporation of the City of Port Colborne

By-law no. _____

Being a by-law to amend Zoning By-law 6575/30/18 respecting lands legally described as Part of Lots 2 and 4 on Plan 762 and Parts 1 to 3 on Plan 59R-16500, in the City of Port Colborne, Regional Municipality of Niagara, municipally known as a vacant lot on the north side of Neff Street.

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

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

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

1. This amendment shall apply to those lands described on Schedule “A” attached to and forming part of this by-law.
2. That the Zoning Map referenced as Schedule “A7” forming part of By-law 6575/30/18 is hereby amended by changing those lands described on Schedule A to R4-61.
3. That Section 37 entitled “Special Provisions” of Zoning By-law 6575/30/18, is hereby further amended by adding the following:

R4-61

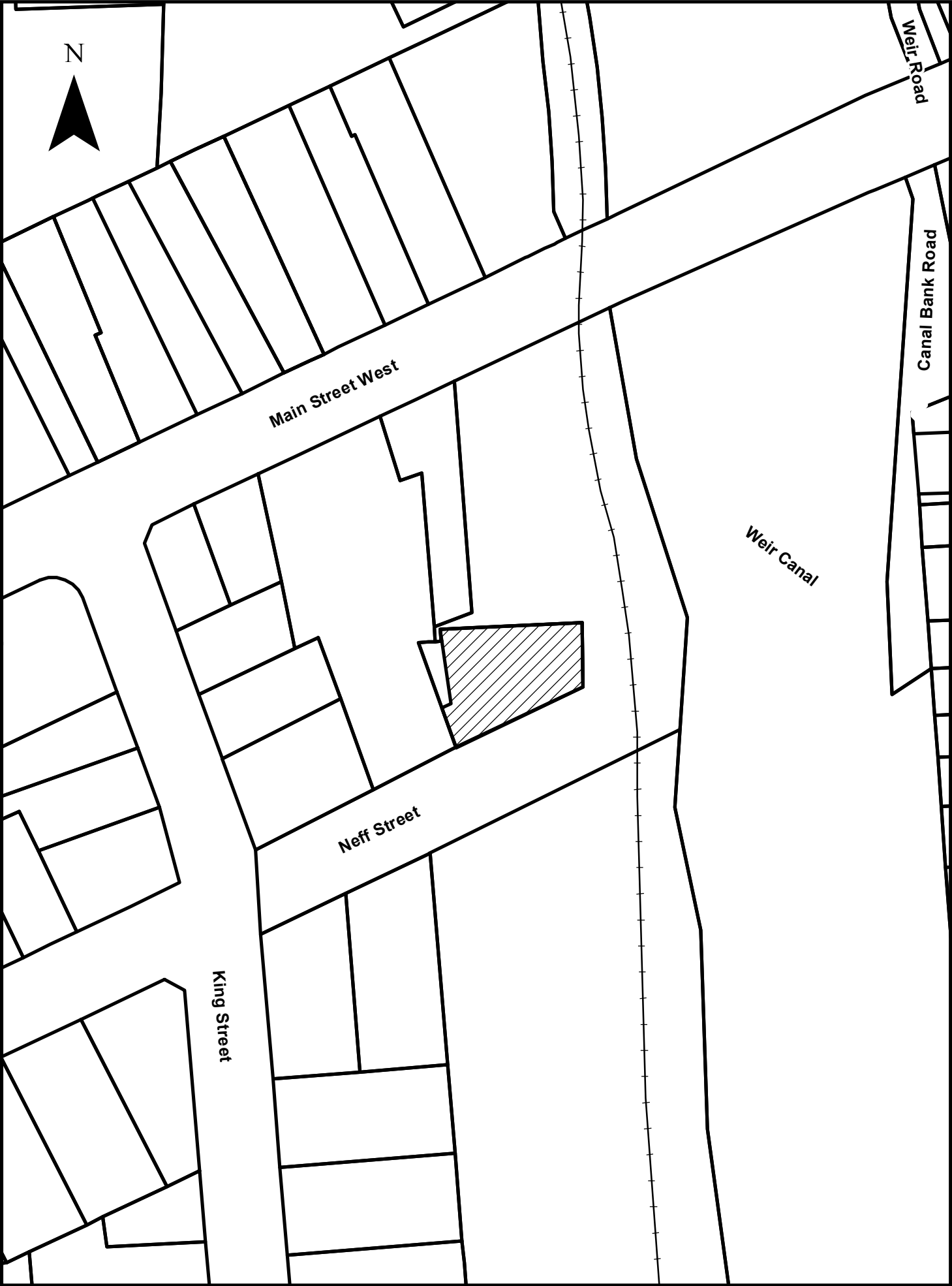
Notwithstanding the provisions of the Fourth Density Residential (R4) zone, the following regulations shall apply:

- | | |
|-------------------------------|--------------------------------------|
| a) Minimum Front Yard | 7 metres |
| b) Minimum Rear Yard | 3 metres |
| c) Maximum Parking Area Width | 15 metres or 50% of the lot frontage |
4. That this by-law shall come into force and take effect on the day that it is passed by Council, subject to the provisions of the *Planning Act*.
 5. The City Clerk is hereby authorized and directed to proceed with the giving notice of the passing of this by-law, in accordance with the *Planning Act*.

Enacted and passed this 14th day of June, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

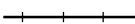


This is Schedule "A" to By-law No _____

Passed _____, 2021

Mayor

Clerk



Rail Line



Lands Subject to By-law

March 2021

File No. D14-08-21

Drawn by: DS - City of Port Colborne
Planning Division

Not to scale

The Corporation of the City of Port Colborne
By-law No. _____

Being a By-law to Establish a System for Administrative Penalties for Non- Parking Offences
within the City of Port Colborne

Whereas sections 8, 9 and 11 of the *Municipal Act, 2001, S.O. 2001, c. 25, as amended* (the “Municipal Act”) authorizes the City of Port Colborne to pass by-laws necessary and desirable for municipal purposes; and

Whereas section 434.1(1) of the Municipal Act provides that a municipality may require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under this Act; and

Whereas section 434.1(2) of the Municipal Act provides that the purpose of a system of administrative penalties established under this section shall be to assist the municipality in promoting compliance with its by-laws; and

Whereas Section 15.4.1 of the *Building Code Act, 1992* as amended, authorizes a municipality to pass a by-law that may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the Building Code Act, 1992, as amended, or an order of an officer authorized under 15.2(2) or 15.3, 2017, c.34, Sched. 2, s.10 of the Building Code Act, 1992, as amended; and

Whereas the City of Port Colborne considers it desirable to enforce and seek compliance with designated by-laws or portions thereof through an administrative monetary penalty system;

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

1.0 Short Title and Scope

1.1 The Short Title of this by-law is the “Administrative (Non-Parking) Penalty By-Law.”

1.2 This By-law applies to all Designated By-laws.

1.3 The *Provincial Offences Act, R.S.O. 1990, c. P.33*, as amended continues to apply to Designated By-laws.

1.4 In carrying out their duties under this By-law, Screening Officers and Hearing Officers do not have jurisdiction to consider any question relating to the validity of a statute, regulation or by-law, including but not limited to constitutional questions.

2.0 Definitions

- 2.1 The following terms are defined for the purposes of this by-law:
- 2.2 **“Administrative Fee”** means any fee specified in this by-law listed in Schedule “A” of this by-law;
- 2.3 **“Administrative Penalty”** means a monetary penalty as set out in the Schedules “B” to “L” to this by-law and approved by Council for a contravention of a Designated By-law;
- 2.4 **“By-law”** means this by-law and any Schedule attached hereto as they may from time to time be amended;
- 2.5 **“City”** means The Corporation of the City of Port Colborne;
- 2.6 **“Clerk”** means the municipal Clerk of the City;
- 2.7 **“Council”** means the elected Council of the City;
- 2.8 **“Designated By-law”** means a by-law, or provision of a by-law that is designated under this or any other by-law, as a by-law or provision of a by-law to which this By-law applies and is listed in Schedule “B” to “L” attached to this By-law;
- 2.9 **“Director”** means the Director of Community Safety and Enforcement or his or her designate;
- 2.10 **“Hearing Officer”** means the Hearing Officer appointed by Council from time to time pursuant to the Screening and Hearing Officer By-law and as may be amended or replaced;
- 2.11 **“Officer”** means each of:
- i. the Director;
 - ii. a Municipal Law Enforcement Officer appointed by or under the authority of a City by-law to enforce a Designated By-law;
 - iii. a police officer;
 - iv. a Fire Prevention Officer appointed by or under the authority of a City by-law to enforce a Designated By-law; and
 - v. a licensed agent of the Niagara SPCA appointed by or under the authority of a City by-law to enforce a Designated By-law.
- 2.12 **“Penalty Notice”** means a notice given to a Person pursuant this by-law;

- 2.13 “Penalty Notice Date”** means the date specified on the Penalty Notice;
- 2.14 “Penalty Notice Number”** means the number specified on the Penalty Notice;
- 2.15 “Person”** includes an individual partnership, association, firm or corporation.
- 2.16 “Request for Screening Form”** means the request form that must be filed by a Person under this By-law to request a screening;
- 2.17 “Request for a Hearing Form”** means the request form that must be filled out by a Person under this By-law to request a hearing;
- 2.18 “Screening Decision”** means a decision made by a Screening Officer;
- 2.19 “Screening Officer”** means a person who performs the functions of a Screening Officer in accordance with this By-law;

3.0 Designated By-laws

- 3.1** City by-laws, or portions thereof, that are listed in schedule “B” to “L” of this By-law shall be and are hereby designated as Designated By-laws.
- 3.2** The provisions of the By-law may apply to any contravention of a Designated By-law as set out in the attached Schedules.

4.0 Penalty Notice

- 4.1** Every Person who contravenes a provision of a Designated By-law shall be liable, upon the issuance of a Penalty Notice, to pay to the City an Administrative Penalty in the amount specified in Schedule “B” to “L” of this By-law.
- 4.2** An Officer who has reason to believe that a Person has contravened any provision of a Designated By-law may issue a Penalty Notice to the Person.
- 4.3** The Director may, before 4:00 pm of the tenth (10th) day after a Penalty Notice Date, cancel an Administrative Penalty.
- 4.4** A Penalty Notice shall include the following information:
- a) the date of the contravention;
 - b) the date of the issuance of the Penalty Notice;
 - c) the location of the contravention;
 - d) name of Person to whom the notice is issued;
 - e) Penalty Notice Number;

- f) particulars of the contravention;
- g) the amount of the Administrative Penalty;
- h) such information as the Director determines is appropriate respecting the process by which the Person may exercise the right to request a review of the Administrative Penalty;
- i) a statement advising that an Administrative Penalty will, unless cancelled or reduced pursuant to the review and appeal processes, constitute a debt of the Person to the City; and
- j) signature of the Officer.

5.0 Review by Screening Officer

5.1 A person who is given a Penalty Notice shall:

- a) pay the Administrative Penalty within 15 days; or
- b) request that the Administrative Penalty be reviewed by a Screening Officer.

5.2 A Person's right to request a review expires if it has not been exercised in the manner prescribed in Subsection 5.4 before 4:00 p.m. on the fifteenth (15th) day after the Penalty Notice Date.

5.3 A Person's right to request an extension of the time to request a review expires if it has not been exercised in the manner prescribed in Subsection 5.4 before 4:00 p.m. on the Thirtieth (30th) day after the Penalty Notice Date at which time:

- a) the Person shall be deemed to have waived the right to request a review;
- b) the Administrative Penalty shall be deemed to be affirmed; and
- c) the Administrative Penalty shall not be subject to review, including review by any Court.

5.4 A Person's right to request a review or to request an extension of time to request a review are exercised by giving to the City written notice of the request to review by:

- a) submitting a Request for Screening Form available at the City's web page as set out in the Penalty Notice, by mail, fax or email and scheduling the time and place for the review; or
- b) attending in person at the location listed on the Penalty Notice to complete a Request for Screening Form and scheduling the time and place for the review.

5.5 The Request for a Screening Form shall include the following Information:

- a) the Penalty Notice Number;
- b) the Person's mailing address and, if applicable, facsimile transmission number and e-mail address;
- c) in the case of a request to extend the time to request a review, the reasons, if any, for having failed to exercise the right to request a review within the time limit prescribed in this By-law;
- d) particulars of all grounds upon which the request to review is based; and
- e) the Person's election to:
 - i. meet with a Screening Officer for the review in person or virtually, or
 - ii. have the review undertaken by a Screening Officer in writing in respect of the particulars provided by the Person.

5.6 Where the Person elects to meet with a Screening Officer, the Person shall be given notice of the date, time, place and/or mode the review by facsimile, e-mail or mailing address as provided by the Person in the Request for Screening Form.

5.7 Where the Person elects to meet with a Screening Officer and the Person fails to appear at the time and place scheduled for a review or fails to remain at such place until the Screening Officer has made a Decision respecting the Administrative Penalty:

- a) the Person shall be deemed to have abandoned the request for the review;
- b) the Administrative Penalty shall be deemed to be affirmed;
- c) the Administrative Penalty shall not be subject to review, including review by any Court; and
- d) the Person shall pay to the City a Fee – Screening No-Show.

5.8 Subject to Subsection 5.3 and 5.7, the Screening Officer may:

- a) deny an extension of time for a review in which case the Administrative Penalty is deemed to be affirmed; or
- b) grant an extension of time for a review.
 - i. For the purposes of Section 5.8 b), the Screening Officer may only extend the time to request a review of an Administrative Penalty where the Person demonstrates, on a balance of probabilities, the existence of extenuating circumstances that warrant the extension of time.

- c) cancel, reduce or extend the time for payment of the Administrative Penalty and any Administrative Fees respecting that Administrative Penalty, where the Screening Officer is satisfied that doing so would maintain the general intent and purpose of the Designated By-law and that:
 - i. there is reason to doubt that the Person contravened the Designated By-law;
 - ii. the Person took all reasonable steps to prevent the contravention; or
 - iii. that the cancellation, reduction or extension of the time for payment is necessary to relieve undue financial hardship.

5.9 After a Review is complete, the Screening Officer shall serve the Person with a Screening Decision.

6.0 Appeal to Hearing Officer

- 6.1** A Person who has received a decision from a Screening Officer may appeal to a Hearing Officer against the Screening Decision.
- 6.2** A Person's right to appeal expires if it has not been exercised in the manner prescribed in Subsection 6.4 before 4:00 p.m. on the fifteenth (15th) day after the Screening Decision Date.
- 6.3** A Person's right to request an extension of the time to appeal expires if it has not been exercised in the manner prescribed in Subsection 6.4 before 4:00 p.m. on the thirtieth (30th) day after the Screening Decision Date at which time:
- a) the Person shall be deemed to have waived the right to appeal;
 - b) the Screening Decision and the Administrative Penalty as it may have been affected by the Screening Decision shall be deemed to be affirmed; and
 - c) the Screening Decision and the Administrative Penalty as it may have been affected by the Screening Decision shall be deemed to be final and not subject to any further review, including review by any Court.
- 6.4** A Person's right to request an Appeal of a Screening Officer's decision or to request an extension of time to Appeal to a Hearing Officer are exercised by giving to the City written notice by:
- a) submitting a Request for Hearing Form available at the City's web page as set out in the Penalty Notice by mail, fax or email and scheduling the time and place for the review; or
 - b) attending in person at the location listed on the Penalty Notice to complete a Request for Hearing Form and scheduling the time and place for the review.
- 6.5** The Request for Hearing Form shall include the following Information:

- a) the Penalty Notice Number;
 - b) the Person's mailing address, fax or email address;
 - c) in the case of a request to extend the time to appeal, the reasons, if any, for having failed to exercise the right to appeal within the time limit prescribed by Subsection 6.4;
 - d) particulars of all grounds upon which the Appeal is made; and
 - e) a copy of the Person's completed Request for Screening Form and the Screening Decision of the Screening Officer.
- 6.6** The Person shall be given no fewer than seven (7) days' notice of the date, time and place of the hearing of the appeal.
- 6.7** A request for Hearing or a request for an extension of time appeal shall only be scheduled by the City if the Person has submitted the request within the time limits set out in Subsections 6.4 and 6.5.
- 6.8** Where the Person fails to appear at the time and place scheduled for a hearing of the Appeal:
- a) the person shall be deemed to have abandoned the Appeal;
 - b) the Screening Decision and the Administrative Penalty as it may have been affected by the Screening Decision shall be deemed to be affirmed;
 - c) the Screening Decision and the Administrative Penalty as it may have been affected by the Screening Decision shall be deemed to be final and are not subject to any further review or appeal, including review or appeal by any Court; and
 - d) the Person shall pay to the City the Fee – Hearing No-Show.
- 6.9** A Hearing Officer shall not make any decision respecting an Appeal unless the Hearing Officer has given each of the Person, the Director, and the Officer who gave the Penalty Notice an opportunity to be heard at the time and place scheduled for the hearing of the Appeal.
- 6.10** A Hearing Officer may amend a simple error or omission on the Penalty Notice provided the amendment is minor in nature and the appellant is given an opportunity to be heard on the request to amend.
- 6.11** Subject to Subsections 6.3 and 6.8 the Hearing Officer may:
- a) deny an extension of time for a Hearing in which case the Administrative Penalty including any Administrative Fees are deemed to be affirmed;
 - b) grant an extension of time for a Hearing;

- i. for the purposes of Subsection 6.11(a) the Hearing Officer may only extend the time to request a Hearing of an Administrative Penalty where the Person demonstrates, on a balance of probabilities, the existence of extenuating circumstances that warrant the extension of time.
 - c) affirm, cancel, or vary the Screening Officer's Decision and extend the time for payment of the Administrative Penalty, including any Administrative Fee, on the following grounds:
 - i. where the Person establishes on a balance of probabilities, that he or she did not contravene the Designated By-law as described in the Penalty Notice; or
 - ii. where the Person establishes on a balance of probabilities, that the reduction or extension of time for payment of the Administrative Penalty including any Administrative Fee, is necessary to relieve any undue hardship.
- 6.12** All hearings conducted by the Hearing Officer shall be in accordance with the *Statutory Powers and Procedures Act*, R.S.O. 1990, c. S.22, as amended.
- 6.13** After a hearing is complete, the Hearing Officer shall immediately serve the Person with a Hearing Decision.
- 6.14** The decision of a Hearing Officer is final.

7.0 Service of Documents or Notice

- 7.1** Service of any document or notice, including a Penalty Notice, under this By-law may be given in any of the following ways, and is effective:
- a) when a copy is immediately served on the Person to whom it is addressed;
 - b) on the fifth (5th) day after a copy is sent by registered mail or by regular letter mail to the Person's last known address;
 - c) upon the conclusion of the transmission of a copy by facsimile transmission to the Person's last known facsimile transmission number; or
 - d) upon the sending of the notice or document or a copy thereof by e-mail transmission to the Person's last known e-mail address.
- 7.2** For the purpose of Subsection 7.1(b), (c) and (d), a Person's last known address, last known facsimile transmission number and last known e-mail address are deemed to include those provided by the Person pursuant to Subsections 5.5(b) and 6.5(b).
- 7.3** Any notice or document respecting this By-law to be given to the City shall be in writing, shall be given in any of the following ways, and is effective:

- a) When a copy is delivered to the City Clerk at the City's municipal offices at 66 Charlotte Street during normal business hours;
- b) on the fifth (5th) day after a copy is sent by registered mail or by regular letter mail to "Parking Administrative Penalties Att: Clerk City of Port Colborne, 66 Charlotte Street, Port Colborne, ON L3K 3B3";
- c) upon conclusion of the transmission of a copy by facsimile transmission to (905) 835-2939; or
- d) upon the sending a Request for Screening by e-mail transmission to:
ampsappeals@portcolborne.ca

8.0 Financial Administration

- 8.1 No Officer may accept payment of the Administrative Penalty.
- 8.2 An Administrative Penalty constitutes a debt to the City of each Person to whom or to which the Penalty Notice was given.
- 8.3 Where a Person has paid an Administrative Penalty or an Administrative Fee that is then cancelled or reduced pursuant to this By-law, the City shall refund the amount cancelled or reduced.
- 8.4 Where an Administrative Penalty or any Administrative Fee respecting that Administrative Penalty are not paid within fifteen (15) days after the date that they become due and payable, a Person to whom the Penalty Notice was given shall pay to the City a Fee – Late Payment.
- 8.5 Where a Person provides a payment to the City for payment of any Administrative Penalty or Administrative Fee, which has insufficient funds available in the account on which the instrument was drawn, shall pay to the City a Fee – NSF.

9.0 Administration

- 9.1 The Director shall administer this By-law and establish any practices, policies and procedures necessary to implement this By-law and may amend such practices, policies and procedures from time to time as the Director deems necessary.
- 9.2 The Director shall prescribe all forms and notices, including the Penalty Notice, necessary to implement this By-law and may amend such forms and notices from time to time as the Director deems necessary.
- 9.3 The Director may designate areas within the City for conducting screening reviews and hearings under this By-law.

10.0 General Provisions

- 10.1 If an Administrative Penalty is paid, then a person is deemed to have waived their right to a review or appeal, and the matter is not subject to any further review or appeal including review or appeal by a Court.

- 10.2** Where an Administrative Penalty is cancelled by a Screening Officer or Hearing Officer, any Administrative Fee(s) are also cancelled.
- 10.3** A Person claiming financial hardship under this By-law shall provide documented proof of the financial hardship to the Director, the Screening Officer or the Hearing Officer, as applicable.
- 10.4** Any schedule attached to this By-law forms part of this By-law.

11.0 Complaints and Comments

- 11.1** Complaints and comments respecting the administration of the City's system of Administrative Penalties may be given to the Director. The Director can consider each such complaint or comment in relation to the Director's consideration of opportunities for improvements to the City's system of Administrative Penalties.

12.0 Validity

- 12.1** If a court or tribunal of competent jurisdiction declares any provision or part of a provision of this By-law to be illegal or unenforceable, then that particular provision or provisions or part of the provision shall be severed and the remainder of this By-law shall continue to remain in full force and shall be valid and enforceable to the fullest extent permitted by law.

13.0 Effective Date

- 13.1** That this by-law shall come into force and take effect on the day that it is passed by Council.

Enacted and passed this 14th day of June, 2021.

William C. Steele, Mayor

Amber LaPointe, City Clerk

SCHEDULE “A”**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW NO. 2021_____ ADMINISTRATIVE FEES**

The table below lists the Administrative Fees as defined in Section 1.2 of this By-law

Administrative Fee Description	Fee Amount
Late Payment Fee	\$25.00
NSF Fee	\$30.00
Screening Non-Appearance Fee	\$100.00
Hearing Non-Appearance Fee	\$250.00
NOTE: Fees listed in Schedules to this By-law will be subject to Harmonized Sales Tax (H.S.T) where applicable.	

SCHEDULE “B”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
FENCE BY-LAW NO. 5510/107/10**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Fence By-law No. 5510/107/010, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1.	Section 3.1	Construct fence prohibited by By-law	\$224.00
2.	Section 3.1	Permit to be constructed fence prohibited by By-law	\$224.00
3.	Section 3.1	Maintain fence prohibited by By-law	\$224.00
4.	Section 3.2(i)	Construct closed fence higher than 0.75m within sight triangle	\$186.00
5.	Section 3.2(i)	Permit to be constructed closed fence higher than 0.75m within sight triangle	\$186.00
6.	Section 3.2(i)	Maintain closed fence higher than 0.75m within sight triangle	\$186.00
7.	Section 3.2(ii)	Construct open fence higher than 1.0m within sight triangle	\$140.00
8.	Section 3.2(ii)	Permit to be constructed open fence higher than 1.0 within sight triangle	\$140.00
9.	Section 3.2(ii)	Maintain open fence higher than 1.0 within sight triangle	\$140.00
10.	Section 3.3.1(i)	Construct closed fence higher than 1.0m within front yard	\$186.00
11.	Section 3.3.1(i)	Permit to be constructed closed fence higher than 1.0m within front yard	\$186.00
12.	Section 3.3.1(i)	Maintain closed fence higher than 1.0m within front yard	\$186.00

13.	Section 3.3.1(ii)	Construct open fence higher than 1.25m within front yard	\$186.00
14.	Section 3.3.1(ii)	Permit open fence higher than 1.25m within front yard	\$186.00
15.	Section 3.3.1(ii)	Maintain open fence higher than 1.25m within front yard	\$186.00
16.	Section 4.1	Construct barbed wire fence in residential zone	\$196.00
17.	Section 4.1	Permit to be constructed barbed wire fence in residential zone	\$196.00
18.	Section 4.1	Maintain barbed wire fence in residential zone	\$196.00
19.	Section 4.2	Construct fence composed of tires	\$118.00
20.	Section 4.2	Permit to be constructed fence composed of tires	\$118.00
21.	Section 4.2	Maintain fence composed of tires	\$118.00
22.	Section 5.1	Construct privacy screen contrary to regulations	\$118.00
23.	Section 5.1	Permit to be constructed privacy screen contrary to regulations	\$118.00
24.	Section 5.1	Maintain privacy screen contrary to regulations	\$118.00
25.	Section 6.1	Construct fence not in good repair	\$118.00
26.	Section 6.1	Permit to be constructed fence not in good repair	\$118.00
27.	Section 6.1	Maintain fence not in good repair	\$118.00
28.	Section 6.1	Construct privacy screen not in good repair	\$118.00
29.	Section 6.1	Permit to be constructed privacy screen not in good repair	\$118.00
30.	Section 6.1	Maintain privacy screen not in good repair	\$118.00
31.	Section 6.1	Construct privacy screen not in good repair	\$118.00
32.	Section 6.1	Permit to be constructed privacy screen not in good repair	\$118.00
33.	Section 6.1	Maintain privacy screen not in good repair	\$118.00
34.	Section 6.2	Construct fence not using suitable materials	\$118.00
35.	Section 6.2	Permit to be constructed fence not using suitable materials	\$118.00
36.	Section 6.2	Maintain fence not using suitable materials	\$118.00
37.	Section 6.3	Construct electric fence not in Agriculture or rural zone	\$286.00
38.	Section 6.3	Permit to be constructed electric fence not in Agricultural or rural zone	\$286.00
39.	Section 6.3	Maintain electric fence not in Agricultural or rural zone	\$286.00
40.	Section 9.2	Obstruct Officer	\$280.00

SCHEDULE “C”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
LOT MAINTENANCE BY-LAW NO. 6574/29/18**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Lot Maintenance By-law No. 6574/29/18, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1.	Section 3.1	Fail to clear land of refuse	\$300.00
2.	Section 3.2	Fail to enclose excavation with temporary barrier (122cm / 48 inches) high	\$300.00
3.	Section 3.3	Fail to drain accumulated water over (30 cm / 12 inches) deep	\$300.00
4.	Section 3.5	Fail to locate refuse containers in accordance with by-law	\$300.00
5.	Section 3.7	Fail to maintain water in swimming pool in accordance with by-law	\$300.00
6.	Section 3.9	Fail to clear grass in excess of 15cm	\$300.00

SCHEDULE “D”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
NOISE BY-LAW NO. 4588/119/04**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Noise By-law No. 4588/119/04, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1.	Section 4(3) Schedule 2 (2)	Emit noise from any electronic device for the amplification of sound, in a residential zone at any time	\$201.00
2.	Section 4(3) Schedule 2 (4)	Emit noise from operating any construction equipment in a residential area 7 p.m. to 7 a.m.	\$335.00
3.	Section 4(3) Schedule 2 (10)	Permit persistent barking, whining or other persistent animal noises	\$168.00

SCHEDULE “E”**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
PROPERTY STANDARDS BY-LAW NO. 4299/135/02**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Property Standards By-law No. 4299/135/02, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1.	Section 6.12	Fail to comply with final and binding order	\$640.00

SCHEDULE “F”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
SNOW REMOVAL BY-LAW NO. 5383/137/09**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Snow Removal By-law No. 5383/137/09, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1	Section 2	Fail to clear snow or ice off a sidewalk	\$202.00
2	Section 3	Fail to address slippery sidewalk	\$202.00
3	Section 4	Fail to remove snow or ice from a roof	\$126.00
4	Section 5 (a)	Obstruct access to a fire hydrant	\$189.00
5	Section 5 (b)	Place snow on a highway	\$189.00
6	Section 5 (c)	Obstruct drainage to a catch basin	\$189.00
7	Section 6(a)	Damage a sidewalk	\$226.00
8	Section 6(b)	Allow use of vehicle to plow wider than sidewalk being plowed	\$226.00

SCHEDULE “G”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
SWIMMING BY-LAW NO. 5339/94/09**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Swimming By-law No. 5339/94/09, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1	Section 3.1.1	Erect swimming pool without obtaining a permit	\$202.00
2	Section 3.1.1	Construct swimming pool without obtaining a permit	\$202.00
3	Section 3.1.1	Install swimming pool without obtaining a permit	\$126.00
4	Section 4.1.2 (i)	Fail to erect safe fence	\$189.00
5	Section 4.1.2 (i)	Fail to maintain safe fence	\$189.00

SCHEDULE “H”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
SIGN BY-LAW NO. 4738/120/90**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Sign By-law No. 4738/120/90, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1	Section 3.1.1	Erect sign not in accordance with the by-law	\$500.00
2	Section 3.1.1	Erect sign without obtaining a permit	\$500.00
3	Section 3.1.1	Permit sign to be erected without obtaining a permit	\$500.00
4	Section 3.1.7	Fail to maintain sign in proper state of repair	\$500.00
5	Section 3.1.9	Fail to remove sign where directed by Chief Building Official	\$500.00

SCHEDULE “I”**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
ENCROACHMENT BY-LAW NO. 6665/29/19**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Encroachment By-law No. 6665/29/19, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1	Section 6 (a)	Place encroachment on municipal property without consent	\$364.00
2	Section 6 (b)	Place encroachment on municipal property contrary to terms and conditions	\$364.00

SCHEDULE “J”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
TREE BY-LAW NO. 6175/01/15**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Tree By-law No. 6175/01/15, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1	Section 4 (1) (a)	Injure/destroy tree on City property	\$530.00
2	Section 4 (1) (b)	Remove tree on City property	\$318.00
3	Section 4 (3)	Trim tree on City property without permission	\$212.00
4	Section 5 (1)	Plant tree on City property	\$318.00

SCHEDULE “K”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
FIREWORKS BY-LAW NO. 6613/68/18**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Fireworks By-law No. 6613/68/18, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 1 Short Form Wording	COLUMN 3 Administrative Penalty
1.	Section 4.1	Store Fireworks contrary to By-law	\$352
2.	Section 4.1	Sell Fireworks contrary to By-law	\$352
3.	Section 4.2	Store prohibited Fireworks	\$384
4.	Section 4.2	Sell prohibited Fireworks	\$384

SCHEDULE “L”

**CITY OF PORT COLBORNE ADMINISTRATIVE PENALTY
(NON-PARKING) BY-LAW – DESIGNATED BY-LAW PROVISIONS -
DOG CONTROL BY-LAW NO. 4930/155/06**

1. For the purposes of section 3.1 of this By-law, Column 1 in the following table lists the provisions in the Dog Control By-law No. 4930/155/06, as amended, that are hereby designated for the purposes of this By-law.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following table sets out the Administrative Penalty amounts that are payable for contraventions of the designated provisions listed in Column 1.

ITEM	COLUMN 1 Designated Provision	COLUMN 1 Short Form Wording	COLUMN 3 Administrative Penalty
1	Section 3(a)(vi)	Fail to provide sufficient shelter for an	\$325.00
2	Section 4(a)	Fail to keep dog in sanitary conditions	\$325.00
3	Section 5(a)	Permit dog to bark/howl excessively	\$325.00
4	Section 5(b)(i)	Fail to keep dog from	\$455.00
5	Section 5(b)(ii)	Fail to keep dog from	\$455.00
6	Section 5(b)(ii)	Fail to keep dog from fighting with another	\$455.00
7	Section 5(b)(iii)	Permit dog to damage public property	\$325.00
8	Section 5(b)(iv)	Permit dog to trespass on private property	\$260.00
9	Section 6(h)	Transfer dog license	\$130.00
10	Section 6(i)	Fail to keep dog license fixed on dog	\$98.00
11	Section 6(l)	Fail to obtain dog license	\$130.00
12	Section 7(a)	Permit dog to run at large	\$325.00
13	Section 8(a)	Fail to leash dog	\$325.00
14	Section 10 (a)	Use of leghold trap	\$260.00

15	Section 11(c)(i)(A)	Fail to keep vicious dog leashed	\$520.00
16	Section 11(c)(i)(B)	Fail to keep vicious dog muzzled	\$650.00
17	Section 11(c)(ii)	Fail to keep vicious dog confined	\$520.00
18	Section 11(c)(iii)	Fail to display vicious dog sign	\$130.00
19	Section 11(d)	Fail to microchip vicious dog	\$260.00
20	Section 14(a)	Fail to remove dog feces	\$195.00
21	Section 15(a)	Fail to allow officer to inspect	\$130.00
22	Section 16(a)	Did keep more than three dogs	\$325.00

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into a Contract Agreement with Associated Engineering Ltd. regarding Project 2021-17, Consulting Services for the Design and Construction of a Watermain on Erie Street

Whereas at its meeting of June 14, 2021, the Council of The Corporation of the City of Port Colborne approved the recommendations of the Public Works Department Report No. 2021-158, Subject: Project 2021-17, Consulting Services for the Design and Construction of a Watermain on Erie Street; and

Whereas the Council of The Corporation of the City of Port Colborne is desirous of entering into a contract agreement with Associated Engineering Ltd. regarding Tender 2021-17, Consulting Services for the Design and Construction of a Watermain on Erie Street; and

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

1. That the Corporation of the City of Port Colborne enter into a contract agreement with Associated Engineering Ltd. regarding Tender 2021-17, Consulting Services for the Design and Construction of a Watermain on Erie Street.
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 14th day of June 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 Vale Canada Limited Regarding the Lease of Nickel Beach

Whereas at its meeting of June 14, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services, Report No. 2021-133, Subject: Nickel Beach Lease Agreement; and

Whereas Council is desirous of entering into an agreement with Vale Canada Limited, for the purposes of leasing the premises at Nickel Beach; 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 Vale Canada Limited, for the purposes of leasing the premises at Nickel Beach.
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 14 day of June, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

THIS LEASE is effective as of the **1st day of January, 2019**, and is made pursuant to the *Short Forms of Leases Act*, R.S.O. 1990, c. S-11.

BETWEEN:

VALE CANADA LIMITED
(the “**Landlord**”)

-and-

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the “**Tenant**”)

ARTICLE 1
GRANT AND TERM

1.1 Leased Premises

The Landlord demises and leases to the Tenant and the Tenant leases from the Landlord the surface rights only of the lands (the “**Lands**”), which form part of the lands more particularly described in Schedule “A” hereto, and which are shown in their entirety on the plan attached as Schedule “B” hereto, (herein called the “**Leased Premises**”) subject to the provisions of this Lease. The Leased Premises is comprised of approximately 23.84567 acres, and includes the playground area which is shown on the attached Schedule B, and includes the non-exclusive use of the access road identified on Schedule B hereto, which is used as the primary access to the Leased Premises and does not include the infrastructure used in the water delivery system, as further identified in Article 9 of this Lease.

1.2 Term

The Tenant shall have and to hold the Leased Premises for and during the term of **TWENTY (20)** years (the “**Term**”) commencing on **January 1st, 2019** (the “**Commencement Date**”) and ending on **December 31, 2039** (the “**Termination Date**”), subject to the renewal and overholding provisions contained in this Lease.

1.3 Overholding

If the Tenant occupies any part of the Leased Premises after the expiration or earlier termination of this Lease, without the written consent of the Landlord, the Tenant shall be deemed to be a month-to-month Tenant at a basic rent equal to twice the Basic Rent payable in the last month prior to overholding plus Additional Rent as set out in this Lease and otherwise subject to all terms and conditions of this Lease, except as to duration and right to renew.

ARTICLE 2
RENT

2.1 Basic Rent

The Tenant covenants to pay to the Landlord from and after the Commencement Date for the initial Term a Basic Rent (the “**Basic Rent**”) for the Leased Premises at **ONE (1) DOLLAR** per year.

The annual Basic Rent and applicable taxes shall be paid, in full, on the signing of this Lease (for Year 1), and, thereafter, on the 1st day of January for each year of the Term.

2.2 Utility and Taxes

In addition to Basic Rent, the Tenant shall pay directly to the appropriate authority when due during the Term: (a) Realty Taxes; (b) utilities, including gas, electricity, water and hydro, supplied to the Leased Premises; and (c) all such other costs, charges, expenses, penalties, administration charges and interest relating to the Tenant’s use of the Leased Premises. Any and all utilities shall be metered and charged separately to the Tenant. For the purpose of clarity the Landlord will not be responsible for the supply of potable water to the lands and the Tenant’s facilities located thereon rather the complete responsibility for the supply of potable water shall be that of the Tenant.

For the purpose of this Lease, “**Realty Taxes**” means all taxes, charges, levies, duties and assessments that may be levied, rated, charged or assessed against the Leased Premises or any part thereof and any taxes payable by the Landlord which are imposed in lieu of, or as a substitute for same and all taxes, duties, assessments and other charges that may be levied, rated, charged or assessed against or in respect of the Tenant’s improvements, equipment and facilities of the Tenant on or in the Leased Premises. The parties hereto acknowledge and agree that the Tenant shall pay its pro-rata share of such Realty Taxes, to the Landlord, within thirty (30) days of receipt of the invoice for such taxes.

2.3 Additional Rent

The parties hereto agree that any money required to be paid under section 2.2 or in any other provision within the Lease deeming monies to be paid as “Additional Rent” shall be deemed to be Additional Rent (herein “**Additional Rent**”) and be collectible as rent. If such amounts or charges are not paid to the appropriate authority when due, they shall nevertheless, if not paid when due, be collectible as rent to the Landlord with the next installment of Basic Rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable or limit any other remedy of the Landlord.

2.4 Payment of HST

The Tenant shall pay applicable Provincial Sales Tax and Goods and Services Tax (collectively, the Harmonized Sales Tax – HST) pursuant to the *Excise Tax Act* applicable to Basic Rent and Additional Rent to the Landlord at the same time as the amounts to which such HST apply are payable under the term of this Lease. If the Tenant fails to pay such HST when due, the Landlord shall have the right, but not the obligation, to make such payments to the relevant authorities and to collect the HST together with any penalties and interest costs imposed by such relevant authorities from the Tenant upon demand.

2.5 Assessment Notices, Proof of Payment

The Landlord agrees to provide the Tenant with copies of all assessment notices forthwith after receipt. The Tenant further agrees to provide the Landlord with proof of payment of all Realty Taxes and utilities when requested to do by the Landlord.

2.6 Contesting of Assessment

The Tenant may contest the amount or validity of any Realty Taxes to the fullest extent permitted by law so long as it diligently prosecutes any contest or appeal in respect thereof, and provided that the Landlord is not made liable for any penalty, interest or charge in respect thereof, and the Tenant shall indemnify and save the Landlord harmless in respect thereof. If any installment of Realty Taxes or other taxes should be payable during a period when the amount or liability thereof is being contested by the Tenant, the Tenant shall either pay the same to the taxing authority under protest or post the requisite security with the taxing authority.

If either the Landlord or the Tenant is contesting or appealing the amount or validity of any Realty Taxes or other taxes the parties shall co-operate to the extent reasonably necessary (but only to the extent the they are not adverse in interest).

2.7 Business Taxes

In addition to Additional Rent, the Tenant shall, during the Term, pay, when due, all business Taxes to the lawful taxing authorities, or as Additional Rent to the Landlord if the Landlord is invoiced therefore, by the taxing authority having jurisdiction.

For the purposes of this Lease, “**Business Taxes**” means all taxes, duties, levies, assessments or licence fees levied, rated, charged or assessed against or in respect of any and every business carried on from the Leased Premises or in respect of the use or occupancy thereof by the Tenant.

2.8 No Right of Set-off

The Tenant expressly waives the benefits of section 35 of the *Commercial Tenancies Act*, R.S.O. 1990, c. L.7 and any amendments thereto and any present or future enactment of the Province of Ontario permitting the Tenant to claim a set-off against Rent for any cause whatsoever.

2.9 Additional Rent Deemed Rent

All Additional Rent shall be deemed to be rent and the Landlord shall have all rights against the Tenant for default in payment of Additional Rent as for default in the payment of Basic Rent.

2.10 Interest on Arrears

If the Tenant fails to pay Basic Rent when due, the Tenant shall pay interest on the unpaid amount at the ScotiaBank’s prime lending rate from time to time plus five (5.0%) per annum, n compounded monthly from the date due until the date paid, without prejudice to and in addition to any other remedy available to the Landlord under this Lease or at law.

2.11 Net Lease to Landlord

This Lease and the Basic Rent payable hereunder shall be absolutely net to the Landlord, except as expressly provided herein. Any obligation which is not stated to be that of the Landlord shall be deemed to be that of the Tenant.

**ARTICLE 3
GENERAL COVENANTS**

3.1 Tenant's Covenants

The Tenant covenants with the Landlord:

- (a) to pay Basic Rent, Additional Rent, administration charges, interest and any and all other monies due and/or owing as provided under this Lease;
- (b) to observe and perform all the covenants and obligations of the Tenant herein;
- (c) to ensure that all buildings, structures, sheds, equipment (including playground equipment and any infrastructure) are maintained in good repair, and is safe at all times;
- (d) to ensure the road which is used to access the beach is maintained and necessary repairs are done and the road is safe at all times;
- (e) to ensure on a constant, regular basis that Lands and all of the activities carried on the Lands are policed by the police force of the Tenant to a standard consistent with good policing standards appropriate for such a facility;
- (f) to fence in the entire area of the Lands to ensure that all of the Tenant's activities and uses on the Lands are segregated from the Landlord's remaining property and facilities; and,
- (g) to provide to employees of the Landlord free admission to the Lands and the facilities located thereon.

3.2 Landlord's Covenants

The Landlord covenants with the Tenant:

- (a) for quiet enjoyment; and
- (b) to observe and perform all the covenants and obligations of the Landlord herein.

**ARTICLE 4
LANDLORD'S WORK AND TENANT'S WORK**

4.1 Landlord's Work – NONE

4.2 Tenant's Work

The Tenant hereby covenants and agrees to perform or cause to be performed, at the Tenant's sole cost and expense, any work that is required to be completed in a good and workmanlike manner and in accordance with all applicable laws to the reasonable satisfaction of the Landlord .

4.3 Construction Liens

The Tenant covenants that it will not permit any construction or other liens for work, labour, services or materials supplied to or for the Tenant or for the cost of which the Tenant maybe liable to pay, to attach to the Leased Premises or any portion thereof or to any buildings and/or other improvements erected upon the same and that whenever and so often as any such liens shall be filed or attached the Tenants will within five (5) days after the Tenant has notice of the claim for lien either pay the same or procure the discharge thereof by giving security or in such other manner as is or may be required or permitted by law.

**ARTICLE 5
RESERVATIONS TO LANDLORD**

5.1 Reservation of Access

The parties hereby agree that the Landlord, its employees, agents or representatives, shall have reasonable access to and over the Leased Premises for the purposes of:

- (a) exploring for and/or establishing facilities for the exploration for and/or mining and recovery of mines and minerals beneath the Leased Premises; or
- (b) formulating and executing plans for the decommissioning and/or the rehabilitation of the Leased Premises and/or other lands of the Landlord adjacent to and/or in the vicinity of the Leased Premises.

5.2 Reservation of Use

In the event that the Tenant's use of the Leased Premises materially interferes with the Landlord's continuance or development of its operations or business, the Landlord may terminate this Lease by giving one hundred and eighty (180) days prior written notice to the Tenant and shall refund *pro rata* the portion of rent, if any, accruing due after the date of the said termination and the Parties shall be released from any further obligations with respect to any matter under this Lease.

The Tenant hereby agrees that the Landlord, its employees, agents or representatives, shall have reasonable access to and over the Leased Premises for the purposes of:

- (i) exploring for and/or establishing facilities for the exploration for and/or mining and recovery of mines and minerals beneath the Leased Premises; or
- (ii) formulating and executing plans for the decommissioning and/or the rehabilitation of the Leased Premises and/or other lands of the Landlord adjacent to and/or in the vicinity of the Leased Premises.

ARTICLE 6 USE OF LEASED PREMISES

6.1 Use of Leased Premises

The Tenant covenants and agrees that the Leased Premises will be used solely for a summer-seasonal recreational community beach and playground, and the Tenant shall not use or permit to be all or any part of the Leased Premises for any other purpose. The Parties acknowledge and agree that the sale or use of alcohol or cannabis on the Leased Premises is prohibited. The Parties acknowledge and agree that only mobile commercial establishments will be permitted on the property and no permanent commercial establishments will be permitted without the Landlords consent. The Parties agree that there are no other representations, warranties or conditions between the Landlord and Tenant for the use or occupation of the Leased Premises. Furthermore, the Tenant agrees that this Lease is for the use of the surface rights only of the Leased Premises and the Landlord expressly saves, excepts and reserves unto itself, its successors and assigns, all metals and minerals on the said land, along with the right to enter upon the land to remove same.

6.2 Waste and Nuisance

The Tenant shall not carry on any business or do or suffer any act or thing which in the Landlord's opinion may constitute or result in a nuisance to the Landlord or, if any, to other tenants in the local geographic area, or do or suffer any waste or damage to the Leased Premises or the local geographic area.

6.3 Applicable Laws

The Tenant shall at its own expense comply with all laws, by-laws, rules, regulations, orders and instructions of any municipal, provincial, federal or other governmental authority which in any manner relates to or affects the Leased Premises and buildings thereon or the Tenant's use thereof. The Tenant shall indemnify and save harmless the Landlord from any loss or damage, expenses, costs, penalties, charges or fines to which the Landlord may be put or suffer by reason of the breach of any such law, by-law, rule, regulation or order.

6.4 Entry Prior to Expiry

The Landlord and its agent may, at all reasonable times during the last four (4) months of the Term, or Renewal Term if applicable, of this Lease, enter the Leased Premises and improvements thereon to exhibit the same for purposes of sale or rent and may display the usual "**For Sale**" or "**To Let**" signs thereon.

6.5 Maintenance and Repair by the Tenant

The Tenant shall maintain and repair or cause to be maintained and repaired as would a prudent tenant, all improvements on the Leased Premises, reasonable wear and tear only excepted.

6.6 Clean Condition

The Tenant shall, at its own expense, keep the Leased Premises in good repair, and the Tenant covenants to properly care for the grass, trees, bushes, shrubs and plants now growing and which may at any time grow on the Leased Premises. The Tenant shall maintain the Leased Premises in a clean and orderly condition. The Tenant shall not allow any refuse, garbage or any loose or objectionable material to accumulate on or about the Leased Premises, and the Tenant agrees to keep the premises in a clean and wholesome condition and, on Termination, the Tenant agrees to leave the Leased Premises in good condition and to remove any waste or rubbish at his own expense. Specifically, the Tenant agrees to dispose of all garbage and waste in an applicable government approved waste disposal site.

The Tenant shall not cut down any trees nor sell or remove any wood or timber from the Leased Premises.

ARTICLE 7 ENVIRONMENTAL MATERIAL

7.1 Initial Report –

The Tenant within the first three (3) years at the Tenant's sole expense shall provide to the Landlord a Phase 1 Environmental Report relating to the Lands and, if recommended in such Phase 1 report a Phase 2 report, any clean-up required by such Report(s) for contraventions of Environmental Laws shall be undertaken and completed by the Tenant at the Tenant's sole expense. For greater certainty, the Tenant shall not be responsible for any remediation or clean-up under this Section 7.1 to the extent that the Landlord is responsible for those obligations according to the terms of Section 7.5 below. In particular the City shall include in such reports reference to the storage of any fuel on the Lands and the sewage holding tank associated with the washroom building and provision for the renewal of such sewage holding tank at the end of the Term.

7.2 Landlord Right to Audit

The Landlord may at any time, at its cost, during the Term or any renewal(s) hereof conduct an environmental assessment of the Leased Premises. In conducting such an assessment, the Landlord shall not unreasonably interfere with the Tenant's operations on the Leased Premises. Should the assessment disclose any contravention of Environmental Laws attributable to or caused by the Tenant's use of the Leased Premises, then, upon notice of such contravention and subject to Section 7.5 below, the Tenant shall forthwith remedy such at its expense and compensate the Landlord for all costs associated with the assessment. Should the Tenant not proceed diligently to remedy any contravention, then the Landlord may do so for which the Tenant agrees to compensate the Landlord for all costs incurred for such remedy, which costs shall be considered to be Additional Rent payable within fifteen (15) days after demand.

7.3 Exit Report

The Tenant hereby covenants and agrees to obtain a Phase 2 environmental assessment of the Leased Premises (the "**Exit Report**") by an independent and qualified environmental consultant within three (3) to six (6) months prior to the expiry of the Lease and provide a copy of the Exit Report to the Landlord forthwith upon receipt by the Tenant. If the Exit Report reveals contamination at the Leased Premises which are in contravention of Environmental Laws and at levels exceeding those set out in the Initial Report or attributable to or caused by the Tenant's use of the Leased Premises, then the consultant preparing the Exit Report shall also include in the Exit Report its recommendations for remediating the Leased Premises in order that the Leased Premises are returned to the same condition as set out in the Initial Report and/or removal of contamination resulting from the Tenant's use of the Leased Premises so that there is no longer any contravention of Environmental Laws (the "**Remediation**"). Subject to Section 7.5 below, the Tenant shall complete any Remediation which the Tenant is obligated to conduct at its sole expense prior to the expiry of the Lease. The Landlord hereby grants to the Tenant the right to extend the Lease on a month-to-month basis for so long as the Tenant reasonably requires in order to complete the Remediation. The Landlord and the Tenant shall continue to be subject to all terms and conditions of this Lease, except as to duration, in the absence of a written agreement between the Landlord and the Tenant to the contrary. The Tenant shall be required to compensate the Landlord, its successors and assigns for all demolition or destruction on, under or to the Leased Premises in order to complete the Remediation. The Tenant shall be required to rebuild or repair any demolished or destroyed property on, under or attached to the Leased Premises during or following the Remediation, or, if such is not possible in the circumstances, monetary compensation for the diminution in the fair market value of the Leased Premises due to the loss of the property.

7.4 Conduct of Assessments

The Landlord hereby grants to the Tenant, its employees, servants, agents and consultants, the right to conduct the Phase 2 environmental assessments described in Section 7.

7.5 Prior Breaches

Notwithstanding the foregoing or anything else contained in this Lease, the Landlord shall be solely responsible for promptly complying with and remedying at its sole expense any contraventions of Environmental Laws in respect of the Leased Premises existing prior to the Tenant's occupation of the Leased Premises (whether such occupation occurred under this Lease, or any other prior lease or legal arrangement involving the Tenant, or any of its corporate predecessors) or which have been caused by the Landlord, its corporate predecessors and predecessors-in-title to the Leased Premises (which include, without limiting the generality of the foregoing, Inco Limited and The International Nickel Company of Canada Limited) and all persons for whom they are, or were, responsible for. The Landlord hereby agrees to indemnify and save harmless the Tenant, and all of its servants, agents, employees, contractors and persons for whom the Tenant is in law responsible (the "**Tenant Indemnified Parties**"), against any cost, fines, suits, damages, claims, demands and causes of action which the Tenant Indemnified Parties may be subject to as a result of any such contraventions, which indemnity shall survive the termination or

expiration of this Lease. Provided, however, the Landlord shall not be responsible for any contraventions of Environmental Laws relating to the washrooms on the Leased Premises installed by the Tenant.

7.6 Environmental Material

- (c) As used herein:
 - (i) **“Environmental Laws”** means all statutes, laws ordinances, codes, rules, regulations, orders, notices and directives, nor or at any time hereafter in effect, made or used by any municipal, provincial or federal government, or by any department, agency, board or office thereof, or by any board of fire insurance underwriters or any other agency or source whatsoever, regulating, relating to or imposing liability or standards of conduct concerning any matter which may be relevant to the use or occupancy of the Leased Premises or any part thereof or the conduct of any business or activity in, on, under or about the Leased Premises or any part thereof, or any material, substance or thing which may at any time be in, on, under or about the Leased Premises or any part thereof or emanate therefrom; and
 - (ii) **“Hazardous Substance”** means any contaminant, pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste or material, flammable or explosive substance, radioactive material, or any other waste, substance or material whatsoever, covered by or regulated under any Environmental Laws.
- (d) The Tenant covenants with the Landlord that:
 - (i) the Tenant shall not use or permit or suffer the use of the Leased Premises or any part thereof to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substance except in strict compliance with all Environmental Laws including, without limitation, the *Environmental Protection Act* and all other Environmental Laws in respect of environmental, land use, occupation, or health and safety matters. If the Tenant fails to comply with any such Environmental Laws, the Landlord may, but shall not be obligated to, do such things as necessary to effect such compliance, and all costs and expenses incurred by the Landlord in so doing, together with an administration charge equal to 15% of such costs and expenses, shall be payable by the Tenant to the Landlord as Additional Rent within fifteen (15) days after demand;
 - (ii) the Tenant shall notify the Landlord within five (5) days after receipt of any order, directive, notice or other communication whatsoever received from any governmental or other authority relating to any Environmental Laws, which notice shall be accompanied by a copy of such order, directive, notice or other communication and the Tenant shall keep the Landlord advised on a weekly basis of the Tenant's progress in complying with same;
 - (iii) the Landlord shall be entitled at any time or times to inspect the Leased Premises and to conduct such other investigations as in its sole discretion it deems necessary for the purpose of satisfying itself as to compliance by the Tenant with all Environmental Laws and with all provisions of this Lease. Without limiting the generality of the foregoing, the Landlord shall have the right to conduct such physical inspections of the Leased Premises and examination of documentation relating to the Leased Premises and the conduct of business thereon by the Tenant as the Landlord may deem necessary and for such purpose the Tenant shall produce, at the offices of the Tenant, all of its relevant files, books, records, statements, plans and other written information in the Tenant's possession relating to the Leased Premises and the operations of the Tenant thereon, provided that all of such information shall be used by the Landlord solely for the purpose of ensuring compliance by the Tenant with the provisions of this Lease and shall otherwise be kept strictly confidential;
 - (iv) the Tenant will indemnify and save harmless the Landlord and all of its servants, agents, employees, contractors and persons for whom the Landlord is in law responsible, against any and all losses, liabilities, claims, damages, interest, penalties, fines, monetary sanctions, costs and expenses whatsoever, including without limitation costs of professional advisors and consultants and experts in respect of investigation, remedial action and clean-up costs and expenses, arising in any manner whatsoever out of: (A) any breach by the Tenant of any provisions of this Lease or any non-compliance with any Environmental Laws; (B) any act or omission of any persons on the Leased Premises or any use or occupancy of or any thing in, on, under or about the Leased Premises, including, without

limitation, the generating, manufacture, refinement, treatment transportation, storage, handling, disposal, transfer, production or processing of any Hazardous Substance by the Tenant or any other person in, or, under or about the Leased Premises, and any nuisance arising therefrom; (C) any act or omission of the Tenant or any of its servants, agents, employees, invitees, licensees, subtenants, concessionaries, contractors or persons for whom the Tenant is in law responsible on or about the Leased Premises or elsewhere; or (D) any illness, injury, or death of persons, or any loss or damage to property, on or about the Leased Premises; and

- (v) If at any time required by the Landlord, or by any governmental or other authority pursuant to any Environmental Laws, the Tenant will take all required remedial action in respect of any Hazardous Substances in, on, under or about the Leased Premises or emanating therefrom, including, without limitation, any repairs or replacements to the Leased Premises or any buildings or other leasehold improvements in or on the Leased Premises and the removal, treatment, disposal, restoration and replacements of the soil or any other part of the Leased Premises; and
- (vi) The Landlord shall not be liable to the Tenant from any Hazardous Substance activities conducted on the Leased Premises however caused, whether or not consented to by the Landlord and the Tenant shall indemnify, defend with counsel, and hold the Landlord harmless from and against any claims, damages, costs and liabilities arising out of any and all such Hazardous Substance activities.

7.7 Endangered Species

The parties hereto acknowledge that the Leased Premises is a habitat for an and endangered species of wildlife, being the Fowler's Toad, and that this species of toad and its habitat are protected under Ontario's *Endangered Species Act*, 2007, S.O. 2007, c.6. The Tenant agrees to take all steps necessary to protect this and other wildlife that may inhabit the Leased Premises, and to adhere to all laws and regulations required in this regard, including participation in stewardships or reserach that may be available for these animals.

This section shall survive the expiration or earlier termination of this Lease.

ARTICLE 8 INSURANCE

8.1 Tenant's Insurance

The Tenant shall obtain and maintain at their sole costs and expense, throughout the term of this Lease Agreement the following insurance on a primary and non-contributory basis, with insurers deemed acceptable to the Landlord in its sole discretion:

- (a) "All Risks" Property insurance which shall insure the Leased Premises and Tenant's Property on a property every description basis on a full replacement cost basis without deduction for depreciation against direct physical loss or damage and/or mechanical breakdown caused by all perils, including but not limited to earthquake;
- (b) Third Party Liability Insurance, insuring against bodily injury, death and property damage with Policy Limits of TEN MILLION (\$10,000,000.00) DOLLARS per occurrence. Without limiting the foregoing subclause, this shall include the following extensions, commonly known as Occurrence Property Damage; Blanket Contractual Liability; Non Owned Automobile Liability; Cross Liability and Severability of Interests Clause; Personal Injury; Owners and Contractors Protective; Contingent Employers' Liability; and Sudden and Accidental Pollution coverage;
- (c) Workers Compensation coverage for all employees provided from the Workers' Compensation Board of the Province in which Tenant is resident;
- (d) such other coverage or increases as the Landlord may consider necessary.

8.2 Insurance

All insurance required to be maintained by the Tenant in 8.1 shall be on terms and with insurers to which the Landlord has no reasonable objection. Each of policies required in 8.1 (a), (b) and (d) shall name the Landlord as an additional insured, Tenant shall provide the Landlord with Certificates of Insurance, evidencing all of the above stated insurance coverages, within 5 days of the effective date of this

Agreement. Such Certificates shall contain clauses stating that the Landlord shall receive thirty (30) days' advance notification of any material change and/or termination or cancellation of any and all of the insurance policies herein. It is agreed that the Tenant is not required to include a waiver of subrogation clause in any of its insurance policies.

8.3 Release of Landlord by Tenant

The Tenant agrees that the Landlord shall not be liable to any extent for any personal injury or death of, or loss or damage to any property belonging to the Tenant or any other person in, on or about the Leased Premises unless resulting from the actual gross negligence of the Landlord (but only to the extent of such actual gross negligence) or unless resulting from a breach of the obligations of the Landlord under this Lease. In no event shall the Landlord be liable for any damage which is caused by steam, water, rain or snow which may leak into, issue or flow in the Leased Premises from any other place or quarter.

In addition, the Tenant releases the Landlord from all losses, damage, expenses, costs, claims or liabilities in respect of loss, damage or liabilities required to be insured against by the Tenant.

8.4 Indemnity of Landlord by Tenant

The Tenant shall indemnify and save harmless the Landlord, its directors, officers, employees, servants and agents against and from any and all expenses, costs, damages, suits, actions or liabilities arising or growing out of any default by the Tenant hereunder, and from all claims and demands of every kind and nature made by any person or persons to or against the Landlord, for all and every manner of costs, damages suits, actions or liabilities or expenses incurred by or injury or damage to such person or persons or his, her or their property, which claims or demands may arise however out of the use and occupation of the Leased Premises by the Tenant or its business, or any subtenant or occupant, invitee or licensee authorized by the Tenant or by any assignee or sublessee thereof or other persons entering onto the Leased Premises, and from all costs, counsel fee, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. This provision survives the Termination of the Lease.

Specifically, the Tenant hereby acknowledges and agrees that the water levels in and around the Leased Premises are affected by fluctuating levels from time to time, and that the water levels are not controlled or managed by the Landlord in any way. The Tenant agrees that if any of the buildings, equipment, including but not limited to mobile equipment, structures and Tenant's Improvements or other property on, in or under the Leased Premises are lost or damaged by fluctuating water levels, the Tenant shall indemnify and save harmless the Landlord from all claims, actions, suits and demands of every kind and nature made by any person or persons to or against the Landlord as a result of such loss or damage.

8.5 Extended Meaning of "Landlord" and "Tenant"

For the purposes of every provision of this Lease which includes a release or indemnity, "Tenant" shall mean the Tenant, its directors, officers, servants, agents, assistants, employees, invitees, licensees, contractors and subcontractors and all those for whom the Tenant is responsible for in law, and, "Landlord" shall mean the Landlord, its officers, directors, servants, agents, assistants, employees, invitees and contractors and all those for whom the Landlord is responsible for in law.

ARTICLE 9 BUILDINGS, EQUIPMENT, REPAIRS

9.1 Tenant's Structures

The parties hereto agree that the following structures and equipment are located on the Leased Premises and are owned by the Tenant (the "Tenant's Assets"):

LIST OF ALL BUILDINGS, STRUCTURES, PLAYGROUND EQUIPMENT

The parties hereto agree that the following structures and equipment are located on/serve the Leased Premises and are owned by the Landlord (the "Landlord's Assets"):

LIST OF ALL WATER DELIVERY INFRASTRUCTURE, BUILDINGS, STRUCTURES, EQUIPMENT OWNED BY VALE
....

9.2 Repairs

The Tenant shall, with reasonable dispatch and in a good and workmanlike manner and so as to keep the same in good condition and repair, at the Tenant's expense and throughout the Term of this Lease, keep

in good condition and repair the Leased Premises and all of the Tenant's Assets, as well as all electrical and telephone outlets and conduits, all signs, lights, fences and all mechanical and electrical equipment within the boundaries of the Leased Premises including those parts of the water delivery system that are buried or otherwise exist within the boundaries of the Leased Premises.

The Tenant will be responsible for the costs of any damages to roadways, culverts or other road infrastructure, beyond reasonable wear and tear.

The Tenant shall also make good any damage to the Leased Premises during the Lease and which is not Insured Damage, excluding any damage caused by the wilful misconduct or negligent act or omission of the Landlord.

The Landlord shall, with reasonable dispatch and in a good and workmanlike manner and so as to keep the same in good condition and repair, at its own expense and throughout the Term of this Lease, keep in good condition and repair the Landlord's Assets, and all mechanical and electrical equipment within the boundaries of the Leased Premises

9.3 Entry by Landlord to View State of Repair

The Landlord shall be entitled to enter and view the state of repair of the Leased Premises provided that nothing herein shall be construed so as to require repairs to be made by the Landlord except as expressly provided in this Lease. The Tenant will repair, according to notice, as specified in Section 9.2.

9.4 Notice of Defects

The Tenant shall give to the Landlord prompt notice of any problem with the Leased Premises or any damage to the Leased Premises or any part thereof howsoever caused; provided that nothing herein shall be construed as to require repairs to be made by the Landlord except as expressly provided in this Lease.

9.5 Termination after Damage

If the Leased Premises are destroyed or damaged by any cause to the extent that, in the Landlord's architect's reasonable opinion to be given in writing to the Tenant within thirty (30) days after the occurrence of such damage or destruction, they are unable to be repaired or rebuilt within one hundred and eighty (180) days after such destruction or damage, then either the Landlord or the Tenant may terminate this Lease by notice to the other, to be given within thirty (30) days after the giving of the Landlord's architect's reasonable opinion above referred to, and the Tenant shall immediately thereupon surrender the Leased Premises and this Lease to the Landlord and rent shall be apportioned to the date of such destruction or damage (subject to the payment of rent from the date of such destruction or damage to the date of surrender in the same proportion that the part of the Leased Premises fit for occupancy by the Tenant until such surrender of the total area of the Leased Premises).

9.6 Abatement of Rent

If the Leased Premises are destroyed or damaged, and the Tenant and Landlord receives insurance proceeds as a result by reason of any cause and this Lease shall not have been terminated, each of the Landlord and the Tenant shall, with all reasonable diligence and in compliance this Lease, make all repairs which were their respective obligations pursuant to the terms of this Lease. All Basic Rent payable hereunder shall abate until the Tenant is able to operate its business again on the Leased Premises.

ARTICLE 10 ASSIGNMENT AND SUBLETING

10.1 Consent of Landlord

The Tenant shall not assign or sub-let or otherwise part with possession of all or any part of the Leased Premises without the prior written consent of the Landlord.

ARTICLE 11 TENANT IMPROVEMENTS

11.1 Tenant Improvements

The Tenant shall not alter, enlarge or replace any buildings on the Leased Premises (an "Improvement") without first obtaining the Landlord's prior written consent, which consent shall not be unreasonably withheld. Any such Improvement shall be in compliance with all applicable laws, by-laws, regulations and orders of any municipal, provincial, federal governmental authority having jurisdiction over the Leased Premises.

11.2 Tenant's Removal of Fixtures and Leasehold Improvements

The parties agree that all of the trade fixtures, equipment and machinery (not forming part of the Leased Premises) and all of the Tenant's other chattels and personal property in the Leased Premises (collectively, the "**Tenant's Property**") are and shall remain the property of the Tenant. The Tenant shall remove, at its cost, all of the Tenant's Property upon the expiration or other termination of this Lease. The Tenant has the right to remove the Tenant's Property in the ordinary course of its business, for the purpose of repair or replacement or if the same shall have become excess for the Tenant's purposes. The Tenant shall promptly repair at its own expense, any damage caused by removal of any Tenant's Property.

11.3 Signs

The Tenant shall install in, upon or about the Leased Premises any signs connected with its operation in the Leased Premises which shall remain the property of the Tenant. These signs shall be clear and concise, posted at all entrances (including footpaths, roadways, sidewalks), and shall contain the hours of operation, appropriate warnings about trespass and unauthorized occupation or use. The Tenant shall remove such signs upon expiration or termination of the Term hereof, provided that the Tenant shall, at its own expense, make good any damage caused to the Leased Premises by any such installation or removal. All signs shall comply with all applicable municipal by-laws, ordinances and restrictions.

ARTICLE 12 EVENTS OF DEFAULT

12.1 Events of Default

Each of the following shall be an event of default of the Tenant:

- (a) whenever the Tenant defaults in the payment of any Basic Rent, Additional Rent or any other monies required under this Lease when due; or
- (b) whenever the Tenant defaults in the performance of any of its other obligations hereunder and such default can be remedied by the Tenant but is not remedied within 10 days after notice;
- (c) whenever the Tenant defaults in the performance of any of its other obligations hereunder and such default cannot be remedied by the Tenant; or
- (d) if the Tenant is adjudicated to be insolvent or makes an assignment for the benefit of creditors or in bankruptcy, or is declared bankrupt, or is in receivership, or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors or if any proceedings are taken by or against the Tenant under any winding-up or dissolution legislation, and such adjudication, assignment, declaration or proceedings are not set aside or revoked within 30 days after the making or taking of the same, or if the Tenant makes any sale of its assets under the *Bulk Sales Act* (Ontario), except to a successor in conjunction with a permitted assignment of this Lease; or
- (e) if the Leased Premises or a substantial part thereof are abandoned or become vacant or are not fully used or occupied while capable of use and occupancy, and remain so for a period of seven days (which does not include temporary vacancy or non-use for a longer period when necessary to accommodate the carrying out of renovations in the Leased Premises or a change in use of the Leased Premises); or
- (f) if the Leased Premises or any portion thereof is used by any other person or persons other than the Tenant or for any other purpose than that for which the same were let, in each case without the prior written consent of the Landlord.

12.2 Remedies by Landlord

Upon any event of default of the Tenant, then the current month's Basic Rent and Basic Rent for the next ensuing 3 months shall thereupon become immediately due and payable to the Landlord on demand and, in addition to any remedy which the Landlord may have by this Lease or at law or in equity, the Landlord may, at its option:

- (a) terminate this Lease and re-enter and take possession of the Leased Premises; and/or
- (b) enter the Leased Premises as agent of the Tenant, either by force or otherwise, without being liable for any prosecution therefor, and without being deemed to have terminated this Lease, and relet the Leased Premises or any part thereof as the agent of the Tenant, and receive the rent therefor to be applied on account of the Rent; and/or
- (c) exercise its right of distress and the Tenant hereby waives any present or future limitation on the Landlord's right of distress; and/or
- (d) terminate this Lease and re-enter and take possession of the Leased Premises and provide, by notice to the Tenant, for an immediate payment by the Tenant of an amount equal to the remainder, as of the date of an event of default by the Tenant, of Rent due under this Lease from such date to the last day of the Term of this Lease. If any part of such Rent cannot be absolutely determined as of such date, the Landlord shall estimate same on a reasonable basis. After receipt by the Landlord of such payment and after the

Landlord relets the Leased Premises, the Landlord shall remit to the Tenant, as and when rent is received therefor, an amount equal to (i) the lesser of (1) the amount received by the Landlord for any period and (2) the amount that would have been payable by the Tenant under this Lease for the same period, less (ii) 10% of such sum in (i) as an administration fee to the Landlord; and/or

- (e) without terminating this Lease, demand immediate payment from the Tenant of an amount equal to the remainder, as of the date of an event of default by the Tenant, of Rent due under this Lease from such date to the last day of the Term of the Lease. If any part of such Rent cannot be absolutely determined, as of such date, the Landlord shall estimate same on a reasonable basis. Upon payment of such amount by the Tenant to the Landlord, the Tenant shall be entitled to occupancy of the Leased Premises for the remainder of the Term in accordance with this Lease; and/or
- (f) suspend the supply to the Leased Premises of any benefit, service, utility or Additional Service furnished by the Landlord until the default is cured; and/or
- (g) apply to the courts for an order of specific performance or mandamus or an injunction compelling the Tenant to perform its obligations under this Lease, the Tenant acknowledging that damages are not a sufficient remedy.

12.3 Additional Self-help Remedy of Landlord

In addition to all other remedies the Landlord may have by this Lease, at law or in equity, if the Tenant does not perform any of its obligations hereunder, the Landlord, may at its option perform any of such obligations, after five days' notice to the Tenant or in the event of an emergency without notice, and in such event the cost of performing any of such obligations plus an administrative charge of 15% of such cost shall be payable by the Tenant to the Landlord forthwith on demand together with interest at a rate equal to the Prime Rate of the Bank of Canada plus five (5) percent from the date of the performance of any of such obligations by the Landlord to the date of payment by the Tenant.

12.4 Legal Costs

The Tenant hereby agrees to pay to the Landlord, within five days after demand, all legal fees, on a solicitor and his own client basis, incurred by the Landlord for the enforcement of any rights of the Landlord under this Lease or in the enforcement of any of the provisions of this Lease or in the obtaining of possession of the Leased Premises or for the collection of any monies from the Tenant.

12.5 Remedies Cumulative

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, or by statute, or at law or in equity, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord at law or in equity.

12.6 Non-Waiver

Any condoning, excusing or overlooking by either the Landlord or the Tenant of any default by the other at any time or times in respect of any obligation of the other herein shall not operate as a waiver of the non-defaulting party's rights hereunder in respect of such default or so as to defeat or affect in any way the rights of the non-defaulting party in respect of any such continuing or subsequent default by the defaulting party. No waiver shall be implied by anything done or omitted by a party. Any waiver of a particular default shall not operate as a waiver of any subsequent or continuing default.

ARTICLE 13 PROPERTY MANAGEMENT

13.1 Property Management

In addition to the Tenant's Covenants set out in Article 3 above and acknowledging that individuals are trespassing on the Lands/Leased Premises, the Tenant shall be responsible to ensure at all times during the Term that all trespassers are removed from the Lands/Leased Premises and, further, that any and all debris of any nature and/or kind is removed from the Lands/Leased Premises. In particular, and without limiting the generality of the foregoing, such debris shall include drug paraphernalia including but not limited to needles, all of which must be handled as a biohazardous waste.

ARTICLE 14 OWNERSHIP AND RIGHTS

14.1 Landlord Ownership

Notwithstanding any other provision in this Lease, the Landlord retains absolutely any and all subsurface rights under law to the Leased Premises.

14.2 Tenant's Buildings

The Landlord and Tenant acknowledge and agree as follows:

- (a) that all buildings and structures situate on the Leased Premises are owned by the Tenant;
- (b) that, despite any improvements on the Leased Premises by the Tenant or prior Lessees, the Tenant agrees such will not confer upon the Tenant any right to use the Leased Premises other than within the terms of this Lease, nor will it give the Tenant any right to or expectation of any future renewal of this Lease or another lease;
- (c) the Tenant hereby agrees that there is no obligation whatsoever for the Landlord to pay compensation for any buildings or structures which currently exist on the Leased Premises or shall hereafter be erected on the Leased Premises, including upon termination of the Lease, whether erected with or without the consent of the Landlord;
- (d) if the Tenant wishes to sell any of its buildings or structures situate on the Leased Premises, the Tenant shall notify the Landlord, in writing, of such intention to sell, at least sixty (60) days before the proposed closing date, and no such sale shall be effective without the Landlord's consent, in writing, which consent may not be unreasonably withheld

ARTICLE 15 GENERAL

15.1 Certain Rules of Interpretation

In this Agreement:

- (e) **Consent** – Whenever a provision of this Agreement requires an approval or consent and the approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (f) **Governing Law** – This Agreement is a contract made under and shall be governed by and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- (g) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (h) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (i) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (j) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, the provision shall, as to that jurisdiction, be ineffective only to the extent of the restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction, and without affecting its application to other Parties or circumstances.

15.2 Entire Agreement

This Agreement, and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

15.3 No Partnership

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent nor any other provisions contained herein, nor in acts of the parties herein shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

15.4 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided however that nothing herein shall be deemed to extend any specific date set out in this Lease. Notwithstanding anything herein contained, the provisions of this Section 15.4 shall not operate to excuse the Tenant from the prompt payment of Rent or any other payment required by the terms of this Lease nor shall the provisions of this Section 15.4 in any way extend the length of the Term. This Section 15.4 shall not operate when the delay or restriction is due to the lack of or unavailability of funds.

15.5 Time of the Essence

Time shall be of the essence of this Lease.

15.6 Waiver

Failure by either party hereto to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenant, as the case may be, of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular Rent so accepted, regardless of the Landlord's or Tenant's knowledge of such preceding breach at the time of acceptance or payment, as the case may be, of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by the Landlord or the Tenant unless such waiver be in writing by the waiving party.

15.7 Compliance with the Planning Act

It is an express condition of the within Lease, and the Landlord and the Tenant so agree and declare, that the provisions of Section 50 of the *Planning Act* (Ontario) and amendments thereto, or replacements thereof, be complied with if applicable in law.

15.8 Registration

The Tenant shall not register this Lease in full on the title to the Leased Premises. If the Tenant wishes to register a notice of this Lease, the Tenant shall deliver the form of notice to the Landlord for its prior written approval and a photocopy of the registered notice of this Lease after registration.

In the event of any conflict between the terms of this Lease and the terms of such notice, the terms of this Lease shall prevail.

The Tenant agrees that it will, at its sole expense, discharge and withdraw from title and such registration within 30 days after the expiration or sooner termination of this Lease. If such registration is not discharged and withdrawn during the aforesaid time, the Landlord shall have the right and is hereby appointed by the Tenant as its agent and attorney to prepare, execute and register such documentation as is required to discharge and withdraw any such registration.

15.9 Notice

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

- (a) in the case of the Landlord, to:
Attention: Legal Department
Vale Inco Limited
18 Rink Street
Copper Cliff, Ontario P0M 1N0
Phone: (705) 682-8337

Fax: (705) 682-6601
E-mail: Syrina.Patterson@vale.com

(b) in the case of the Tenant, to:
66 Charlotte Street
Port Colborne, Ontario L3K 3C8

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a business day, then the Notice shall be deemed to have been given and received on the next business day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section.

15.10 Amendments

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound.

15.11 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

15.12 Execution and Delivery

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile and or electronic mail format and all the counterparts and facsimiles or electronic mail formats together constitute one and the same agreement.

IN WITNESS OF WHICH the parties have duly executed this agreement under seal.

VALE CANADA LIMITED

Per: _____
Name: Ricus Grimbeek
Title: Director of Operations, Canada, U.K.
and Asian Refineries

I have authority to bind the corporation.

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

Per: _____
Name:
Title:

Name:
Title:

Schedule A – Legal Description

The Leased Premises for part of the following lands described on PIN 64457-0155 (LT):

LT 1 W/S DAVIS ST, 2 W/S DAVIS ST, 3 W/S DAVIS ST, 4 W/S DAVIS ST, 1 E/S MITCHELL ST, 2 E/S MITCHELL ST, 3 E/S MITCHELL ST, 4 E/S MITCHELL ST, 6 N/S LAKE ST, 7 N/S LAKE ST PL 849; WATER LT IN FRONT OF LT 24 CON 1 HUMBERSTONE; PT PARKLT 1 S/S DURHAM ST, 2 S/S DURHAM ST, 3 S/S DURHAM ST, 4 S/S DURHAM ST, 5 S/S DURHAM ST PL 849; PT LT 24-26 CON 1 HUMBERSTONE AS IN HU9797 EXCEPT SRO PT 1, 2, 3, 4, 5, 6, 7, 8, 59R5789 AND SRO PARTS 1 & 2 59R16580; PT DAVIS ST, LAKE ST PL 849 CLOSED BY PC10991, PC10992, RO98484, RO349371, AKA LAKE RD CLOSED BY RO98484; PT WATER LT IN FRONT OF LT 25 CON 1 HUMBERSTONE; PT WATER LT IN FRONT OF LT 26 CON 1 HUMBERSTONE; PT RDAL BTN LOTS 24 AND 25 CON 1 HUMBERSTONE CLOSED BY HU9948 S OF DURHAM ST AS IN AA7582, HU10054, HU9797, HU9796, HU10122, PC8668, PC10990, RO98485, PT 1, 59R2975, HU9793 EXCEPT HU10055, S/T & T/W RO549364; S/T RO322910; PORT COLBORNE

Schedule B – Sketch



The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into a Transit Agreement
with the City of Welland

Whereas at its meeting of June 14, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Corporate Services Department Report No. 2021-167, Subject: Transit Agreement Extension to December 2021; and

Whereas Council is desirous of entering into a transit agreement with the City of Welland; 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 a transit agreement with the City of Welland.
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 14th day of June, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

THIS AGREEMENT made this 1st day of April, 2021,

Between:

THE CORPORATION OF THE CITY OF WELLAND

(hereinafter referred to as "Transit")

OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter referred to as the "City")

OF THE SECOND PART

WHEREAS Transit has agreed to provide transit services to the City (the "Services") within Port Colborne with respect to the transit routes as more particularly described in Schedule "A" and being the Port Colborne East and West (collectively referred to herein as the "**Routes**");

AND WHEREAS the City has agreed to provide compensation for the provision of the Transit Services as detailed herein;

AND WHEREAS the parties previously entered into an agreement authorized by Council on December 4, 2018 by By-law 2018-113 with attached agreement (undated) for the provision of Transit Services, which terminated as of March 31, 2020;

AND WHEREAS Transit continued to provide Transit Services to the city without written agreement for the period ending March 31, 2021;

AND WHEREAS the parties wish to enter into this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. In this Agreement "Service Cost" shall mean the amount set forth in Schedule "B" hereof.
2. This Agreement shall commence on the 1st day of April, 2021 and terminate on the 31st day of December, 2021 (the "Term").
3. This Agreement may be extended upon mutual agreement between the parties with ninety (90) days notice.
4. The City or their designate (Transit Advisory Committee) shall continue to meet with Transit to enhance all matters pertaining to the provision of public transit service by Welland Transit in Port Colborne.
5. Transportation data pertaining to the Services, as may be reasonably required, shall be available to both parties during normal working hours upon request.
6. Each of the parties shall maintain and provide proof of general liability insurance of not less than \$15,000,000 naming the other party as an additional insured. The proof of insurance shall be satisfactory to the other party acting reasonably and shall contain a provision requiring the insurer to serve the other party at least thirty (30) days written notice of any cancellation of such policy. In addition, Transit agrees to maintain vehicle liability insurance at not less than \$ 10,000,000.
7. Each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party from and against all actions, causes of actions, liabilities, claims and demands whatsoever, including third party claims with respect to any damage or loss whatsoever (including without limitation, direct or indirect, special or incidental or consequential bodily injury or loss of life) arising or resulting out of any negligence by the Indemnifying Party in connection with the Services provided under this Agreement.
8. Transit will not be held responsible for any service disruptions due to unforeseen circumstances (i.e. weather, accidents, strikes, traffic congestion, detours, road closures, pandemics, and mechanical breakdowns). The responsibilities of Transit shall be as follows:
 - (i) to operate the Routes in accordance with the schedules set out in Schedule "A" attached hereto;
 - (ii) at its sole cost and expense, to provide the necessary buses and manpower to operate the Services including all administration and licensing requirements;
 - (iii) at its sole cost and expense, to maintain all buses in a good and safe working order and condition;

- (iv) not to change the hours or the level of service with respect to the Routes within the City of Port Colborne limits, without the prior written consent of the City;
- (v) to invoice the City monthly for the Service Cost , plus HST, with a monthly ridership report;
- (vi) to provide Transit information to customers, as well as assist with marketing initiatives including print and website materials;
- (vii) to work with the City to support post-secondary transportation connections, including monthly post-secondary ridership totals;
- (viii) to work with the City to ensure fare media employed on the City's transit services are acceptable to Transit;
- (ix) to provide any bus stop signage to the City for installation;
- (x) to appoint one person to the Port Colborne Transit Advisory Committee;
- (xi) to ensure accessibility standards are in compliance with the Accessibility for Ontarians with Disabilities Act (Ontario) with regard to the operation of the buses and the operators; and
- (xii) to investigate any new revenue sources, such as advertising, and other cost saving measures which could reduce the Service Cost.
- (xiii) To review new technologies, which would better serve the customer experience and enable operational efficiencies.
- (xiv) To credit the City with all revenues from the post secondary U Pass Agreements for students travelling on the Community Bus routes.

8. The responsibilities of the City shall be as follows:

- (i) to pay the Transit a monthly fee ~~within 30 days of receipt of invoice~~ based upon the Service Cost as set out in Schedule "B" to this Agreement and as amended from time to time pursuant to the terms of this Agreement for the provision of the Services;
- (ii) to work with Transit to ensure there are common fares;
- (iii) to maintain all stops and or shelters on the bus routes within the municipal boundaries of Port Colborne;
- (iv) to determine the level of service to be operated on the Routes and to give to Transit at least one sixty days (60) days written notice prior to December 31, 2021. Any increase or reduction in the level of service shall be accompanied by a corresponding increase or reduction in the Service Cost agreed upon by the parties, acting reasonably, and pro- rated by the increase or decrease in the number of days of service being provided and the number of hours of Services provided;
- (v) to provide for the installation of benches and shelters, as required;
- (vi) to provide Transit with proper notice of any construction, road closures and winter events which may interrupt the transit service; and
- (vii) to ensure that all bus stops and amenities comply with the Accessibility for Ontarians with Disabilities Act (Ontario).

9. Any notices permitted or required under this Agreement shall be given by personal delivery, email or sent by prepaid registered mail to the parties at the following addresses. Notices sent by registered mail shall be deemed to be received three regular business days after mailing and notices personally delivered shall be deemed received on the day they are delivered and notices sent by email shall be deemed received on the next business day.

To the City at:

City Hall, Attention: City Clerk
66 Charlotte Street
Port Colborne, Ontario L3K 3C8

To Transit at:

City Hall, Attention: City Clerk
60 East Main Street
Welland, Ontario L3B 3X4

10. Any and all disputes, claims or controversies arising out of or in any way connected with this Agreement, its negotiation, performance, breach, existence or validity shall be referred to and finally settled by binding arbitration conducted by three arbitrators in accordance with the Arbitration Act (Ontario). The place of the arbitration shall be in Port Colborne, Ontario. The language of the arbitration shall be English. The parties shall each appoint an arbitrator within 10 days following written notification of a dispute by one of the parties to the other. If a party fails to appoint an arbitrator within such a 10 day period, the parties agree that the party who has selected an arbitrator may make application to a judge of the Ontario Superior Court of Justice (the "Court") for the appointment of the second arbitrator; the appointment of the Court of the second arbitrator shall be final and binding. The two arbitrators so appointed shall be within 10 days following their appointment select a third arbitrator, failing which the parties agree to make application to the Court for the appointment of a third arbitrator; the appointment by the Court of the third arbitrator shall be final and binding. The parties agree that the third arbitrator shall chair the arbitration. The

arbitration shall be carried out in accordance with the Arbitration Act (Ontario). Any decisions so made by the arbitrators shall be final and binding upon the parties and there shall be no appeal from the decision of the arbitrators. The cost of the arbitration (other than the legal fees and disbursements of each party's legal counsel) shall be borne equally by the parties.

- 11. This Agreement shall be binding upon the parties hereto, their successors and assigns and time shall be of the essence.
- 12. This Agreement and the Schedules hereto constitute the entire agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement, whether oral or written, expressed or implied, statutory or otherwise, except as specifically set out in this Agreement.
- 13. Nothing in the Agreement shall be deemed in any way or for the purpose to constitute any party, the partner of any other party.
- 14. No modification, supplement, termination, waiver or amendment to the Agreement may be made unless agreed to by the parties in writing.
- 15. The rights of either party hereunder shall not be assignable without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 16. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals duly attested to by the hands of the proper signing officers in that behalf.

THE CORPORATION OF THE CITY OF WELLAND

Frank Campion, Mayor

Tara Stephens, City Clerk

THE CORPORATION OF THE CITY OF PORT COLBORNE

William C. Steele, Mayor

Amber LaPointe, City Clerk

Port Colborne Community Bus Summary

Schedule A:

701		PORT COLBORNE EAST			
		👤 Flag Stop Bus Route 👤			
Time of Day	Port Colborne City Hall (Depart)	Vale Health & Wellness Centre	Colborne St & McRae Ave	Fares St & Bell St	Port Colborne City Hall (Arrive)
MONDAY - FRIDAY					
AM	7:00	7:11	7:17	7:22	7:27
	and every 60 minutes until				
	11:00	11:11	11:17	11:22	11:27
PM	1:00	1:11	1:17	1:22	1:27
	and every 60 minutes until				
	5:00	5:11	5:17	5:22	5:27

Schedule B:

The Port Colborne Community East and West Routes constitute the following hours and subsequent costing.

Hours of Service:

11.5 hrs. per day (including 'Travel Time' paid to Operators)

Days of Service:

250 days per year (Mon. to Fri. less 10 statutory holidays)

Hourly Cost of Service:

\$100.79 per hour Total Annual Cost of Service: \$289,771.25

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 June 14, 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 June 14, 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 14th day of June, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk