

## City of Port Colborne Council Meeting Agenda

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

	<b>Pages</b>
1. Call to Order	
2. National Anthem	
3. Land Acknowledgment	
4. Proclamations	
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<b>10.</b>	<b>Presentations</b>	
<b>11.</b>	<b>Delegations</b>	
	<p>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 <a href="mailto:deputyclerk@portcolborne.ca">deputyclerk@portcolborne.ca</a> 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.</p>	
<b>12.</b>	<b>Mayor's Report</b>	
<b>13.</b>	<b>Regional Councillor's Report</b>	
<b>14.</b>	<b>Staff Remarks</b>	
<b>15.</b>	<b>Councillors' Remarks</b>	
<b>16.</b>	<b>Consideration of Items Requiring Separate Discussion</b>	
<b>17.</b>	<b>Motions</b>	



17.1.	Memorandum from Mayor Steele - Rezoning of Lot 71 Plan 59M-428	152
18.	<b>Notice of Motions</b>	
19.	<b>Minutes of Boards &amp; Committees</b>	
19.1.	Port Colborne Library Board Minutes - September 7, 2021	153
20.	<b>By-laws</b>	
20.1.	By-law to Authorize Entering into an Agreement with Canada Community Revitalization Fund	159
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21.	<b>Confidential Items</b>	
	Confidential reports will be distributed under separate cover. Items may require a closed meeting in accordance with the Municipal Act, 2001.	
22.	<b>Procedural Motions</b>	
23.	<b>Information items</b>	
24.	<b>Adjournment</b>	



Revised May 2021

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01 October 2021

November 11th Remembrance Day is fast approaching. This is an opportunity for everyone to remember those who gave of themselves for our freedom.

At this time we are requesting Council's approval to hold our annual Poppy Campaign commencing Friday, October 29th through to November 11th. Remembrance Day services will be held at H.H. Knoll Park Cenotaph on November 11th unless Covid restrictions prevent us from doing so. We will then stream it live on U-tube from the Legion but unfortunately the public would not be able to attend.

Any assistance, financial or otherwise would be greatly appreciated.

Yours in Comradeship,

Carol Madden, Poppy Chairman  
R.C.L. Branch 56, Port Colborne



**PORT COLBORNE**

October 25, 2021

Moved by Councillor  
Seconded by Councillor

That I, Mayor William C. Steele do hereby proclaim October 29th, 2021 to November 11th, 2021 as **"Poppy Week"** in the City of Port Colborne in honour of the men and women from Port Colborne who gave their lives during the two world wars, the Korean War and the Afghanistan War.

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William C. Steele  
Mayor

**City of Port Colborne**  
**Council Meeting Minutes**

**Date:** Tuesday, October 12, 2021  
**Time:** 6:30 pm  
**Location:** Council Chambers, 3rd Floor, City Hall  
66 Charlotte Street, Port Colborne

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

**Member(s) Absent:** F. Danch, Councillor

**Staff Present:** 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  
S. Lawson, Fire Chief

**1. Call to Order**

Mayor Steele called the meeting to order.

**2. National Anthem**

**3. Proclamations**

**4. Adoption of Agenda**

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

That the agenda dated October 12, 2021 be confirmed, as circulated.

Carried

**5. Disclosures of Interest**

**6. Approval of Minutes**

**6.1 Regular Meeting of Council - September 27, 2021**

Moved by Councillor H. Wells

Seconded by Councillor R. Bodner

That the minutes of the regular meeting of Council, held on September 27, 2021, be approved as presented.

Carried

**7. Staff Reports**

Moved by Councillor E. Beauregard

Seconded by Councillor A. Desmarais

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

Carried

**7.1 Municipal Modernization Program – Funding Application, 2021-255**

That Chief Administrative Office Report 2021-255 be received;

That Council direct the Manager of Strategic Initiatives to submit funding applications to the Municipal Modernization Program, Intake Three (3);  
and

That Council commits to fund the City's share of the projects from the 2022 Capital Budget.

**8. Correspondence Items**

Moved by Councillor E. Beauregard

Seconded by Councillor A. Desmarais

That items 8.1 and 8.2 be received for information.

Carried

**8.1 Niagara Region - Request to Review and Amend Section 128 (Rate of Speed) of the Highway Traffic Act**

**8.2 Niagara Poverty Reduction Network - Letter of Support for Integrated Transit**

**9. Presentations**

**9.1 Carolyn Ryall, Director, Transportation Services Division, and Frank Tassone, Associate Director, Transportation Engineering, Niagara Region - Transportation Services Capital Projects - 5 Year Overview**

Carolyn Ryall, Director, Transportation Services Division, and Frank Tassone, Associate Director, Transportation Engineering, Niagara Region provided a presentation with respect to Transportation Services Capital Projects - 5 Year Overview and responded to questions received from Council.

**10. Delegations**

**10.1 Jesse Boles, Downtown BIA - Request to String Edison Lights in Downtown Port Colborne**

Jesse Boles, Downtown BIA, responded to questions received from Council.

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

That the Delegation request from Jesse Boles, Downtown BIA, be received; and

That the Director of Public Works be directed to coordinate with the Downtown BIA to hang Edison lights in Downtown Port Colborne.

Carried

**11. Mayor's Report**

A copy of the Mayor's report is attached.

**12. Regional Councillor's Report**

**13. Staff Remarks**

## **14. Councillors' Remarks**

### **14.1 Rail Crossing at Brookfield Road and Forks Road (Wells)**

In response to Councillor Wells' request for an update on the poor condition of the rail crossing located at Brookfield Road and Forks Road, the Director of Public Works indicated that he has made multiple efforts to meet with representatives from CN Rail to discuss this matter but to no avail. The Mayor further noted that if the Director does not receive a response in the next week, that his office will send a letter to the President of CN Rail.

### **14.2 Parking Signs on Firelanes (Wells)**

In response to Councillor Wells' request for clarity regarding parking/no parking signs along the Firelanes, the Director of Public Works indicated that staff are in the process of preparing a map that indicates what parking signs are where near all road ends and that the map will be posted to the City's website.

### **14.3 Construction on West Street (Bagu)**

In response to Councillor Bagu's inquiry regarding whether any construction will be happening on West Street between Clarence Street and Charlotte Street, the Chief Administrative Officer indicated that the St. Lawrence Seaway confirmed no plans to do any construction on West Street from Clarence Street to Charlotte Street.

### **14.4 Showboat Theatre (Bagu)**

Councillor Bagu announced that the Showboat Theatre will be reopening soon, and he wished them all the best.

### **14.5 Intersections with Long Weeds (Bruno)**

In response to Councillor Bruno's request to have the long weeds trimmed at the intersections of Neff Street and King Street, Steele Street and Main Street West and Fielden Avenue and Main Street West, the Director of Public Works confirmed that he would investigate.

## **15. Consideration of Items Requiring Separate Discussion**

### **15.1 Lockview Park – Concept Plan, 2021-256**

Moved by Councillor A. Desmarais  
Seconded by Councillor H. Wells

That Chief Administrative Office Report 2021-256 be received; and

That Council approve the final concept plan for Lockview Park attached as Appendix A to Chief Administrative Office Report 2021-256.

**Amendment:**

Moved by Councillor G. Bruno

Seconded by Councillor A. Desmarais

**That Chief Administrative Office Report 2021-256 be referred to the Director of Public Works to investigate the residential component with respect to housing development and services and bring a report back to Council with findings.**

Carried

**a. Delegation material from Melissa Bigford, resident**

**15.2 Trimester 2 Reporting, 2021-263**

Moved by Councillor G. Bruno

Seconded by Councillor H. Wells

That Corporate Services Department Report 2021-263 be received for information; and

That the recommended transfer to the working capital reserve of \$129,400 and a building condition audit of all City buildings for \$75,000 be approved.

Carried

**15.3 H.H. Knoll Lakeview Park – Parkette Concept Plan, 2021-257**

Moved by Councillor G. Bruno

Seconded by Councillor M. Bagu

That Chief Administrative Office Report 2021-257 be received; and

That Council approve the new concept plan for the Parkette at H.H. Knoll Lakeview Park attached as Appendix A to Chief Administrative Office Report 2021-257.

Carried



**15.4 Town of Fort Erie - Request the Provincial Government to Implement a Right-of-Passage along the Lake Erie Shoreline**

Moved by Councillor H. Wells

Seconded by Councillor G. Bruno

That correspondence received from the Town of Fort Erie regarding a request to the Provincial Government to Implement a Right-of-Passage along the Lake Erie Shoreline, be received for information.

Carried

**15.5 City of Sarnia - Renovictions**

Moved by Councillor A. Desmarais

Seconded by Councillor G. Bruno

That correspondence from the City of Sarnia regarding Renovictions, be supported.

Carried

**15.6 Niagara Region - Updated Land Acknowledgement Statements**

Moved by Councillor A. Desmarais

Seconded by Councillor R. Bodner

That correspondence from the Niagara Region regarding Updated Land Acknowledgement Statements, be supported; and

That the City's Procedural By-law be amended to include a land acknowledgement statement.

Carried

**15.7 Niagara Region - Initiation Report for Port Colborne Quarry Regional Official Plan Amendment 20**

Moved by Councillor H. Wells

Seconded by Councillor R. Bodner

That correspondence from the Niagara Region regarding Initiation Report for Port Colborne Quarry Regional Official Plan Amendment 20, be received for information.

Carried

**15.8 Niagara Region - Consultation Response and Further Policy Development**

Moved by Councillor H. Wells

Seconded by Councillor A. Desmarais

That correspondence from the Niagara Region regarding Consultation Response and Further Policy Development, be received for information.

Carried

**16. Motions**

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

Moved by Councillor E. Beauregard

Seconded by Councillor A. Desmarais

That the Council of the City of Port Colborne supports the City of Welland's approval for a \$600,000 15-year loan (monthly payments) to the Niagara Central Dorothy Rungeling Airport Commission (NCDRAC) for the construction of 10 T hangers; and

That Council authorizes the City Clerk and Mayor to sign any necessary agreements and by-laws to advance the funding.

Carried

**17. Notice of Motions**

Mayor Steele provided notice of his intention to bring a motion forward at the October 25, 2021 Council meeting with respect to amending the City's Official Plan and Zoning By-law 6575/30/18 for a property in the Westwood Estates subdivision.

**18. Minutes of Boards & Committees**

Moved by Councillor M. Bagu

Seconded by Councillor R. Bodner

That item 18.1 be approved, as presented.

Carried

**18.1 Environmental Advisory Committee Minutes - December 9, 2020**

**19. By-laws**

Moved by Councillor D. Kalailieff

Seconded by Councillor E. Beauregard

That items 19.1 and 19.2 be enacted and passed.

Carried

**19.1 By-law to Amend the Assessment Schedule and to Levy the Actual Costs Incurred for the Maintenance of Drainage Works known as the Cook's Municipal Drain**

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

**20. Confidential Items**

**21. Procedural Motions**

**22. Information items**

**23. Adjournment**

Mayor Steele adjourned the meeting at approximately 8:43 p.m.

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William C. Steele, Mayor

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Amber LaPointe, City Clerk

**Subject: 235-241 Welland Street Draft Design Guidelines**

**To: Council**

**From: Chief Administrative Office**

Report Number: 2021-270

Meeting Date: October 25, 2021

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**Recommendation:**

That Chief Administrative Office Report 2021-270 be received;

That the design guidelines outlined in Appendix A be approved for 235-241 Welland Street; and

That Council direct the Economic Development Officer to issue the Request for Proposal (RFP) regarding the sale and redevelopment of 235-241 Welland Street.

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**Purpose:**

The purpose of this report is to present draft design guidelines prepared by NPG Planning Solutions for 235-241 Welland Street.

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**Background:**

235-241 Welland Street is a City owned property that can be marketed for sale. Council has directed staff to have design guidelines prepared for the property and include in an RFP document to manage the development of this property.

NPG Planning Solutions was engaged to develop these guidelines in conjunction with City staff in the Planning Department and Economic Development & Tourism Services.

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**Financial Implications:**

The cost of this Consultant's Report is estimated at \$13,000 and was funded from the Economic Development Reserve account. This will be replenished from the sale proceeds.

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**Strategic Plan Alignment:**

The initiative contained within this report supports the following pillar(s) of the strategic plan:

- Attracting Business Investment and Tourists to Port Colborne
  - Governance: Communications, Engagement, and Decision-Making
- 

**Conclusion:**

Council deemed it is desirable for the City to establish guidelines for usage and design standards for 235-241 Welland Street. These guidelines, upon approval will be included in an RFP document that will be inviting development proposals. 235-241 Welland Street is a gateway location within the downtown area and the City's East Village where revitalization and renewal is a strategic focus.

---

**Appendices:**

- a. NPG Planning Solutions Presentation

Respectfully submitted,

Bram Cotton  
Economic Development Officer  
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[bram.cotton@portcolborne.ca](mailto:bram.cotton@portcolborne.ca)

**Report Approval:**

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



# 235-241 Welland Street

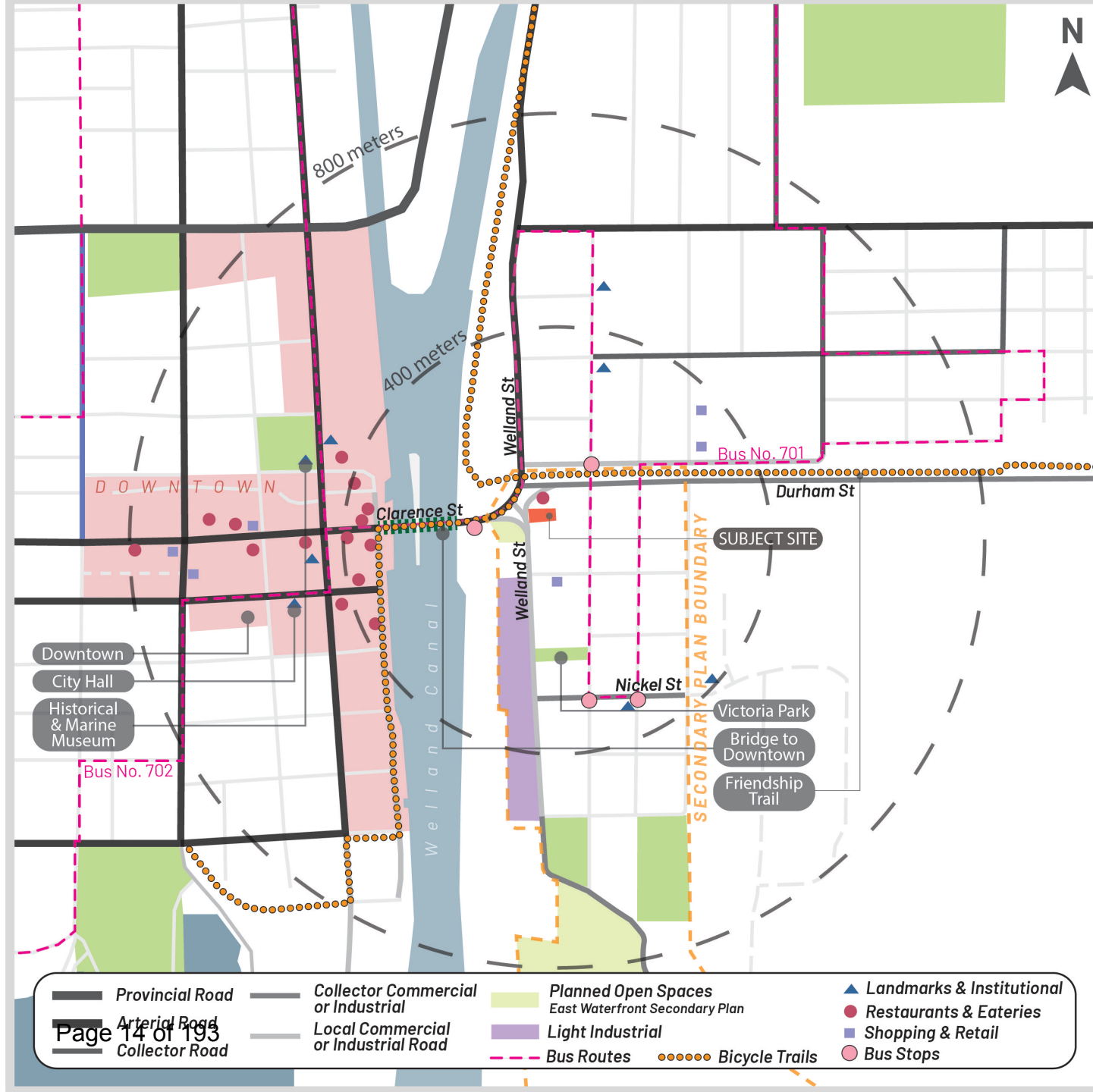
City of Port Colborne

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- Urban Design Guidelines

# Site Context

- **North:** Restaurant use; The Friendship Trail
- **South:** Residential uses; Light industrial uses
- **East:** Residential uses;
- **West:** Welland Canal; Downtown Port Colborne





# Vision & Guiding Principles

## Mixed Use Areas

- Permits small-scale commercial uses, townhouses and apartment buildings.
- Encourages mixed-use buildings.
- Requires building to address and frame the street, with parking located at the side or rear.

## Clarence/Welland/Durham Intersection

- Safe and inviting to pedestrians and cyclists
- Create attractive gateway to East Village





# Design Priorities

Site location acts as a gateway to East Village. New development are required to provide high-quality design to:

- Create a visual anchor.
- Animate surrounding pedestrian areas
- Enhance Welland St streetscape and provide connections to other public uses.
- Be context sensitive to nearby residential and industrial uses.



# Official Plan and Zoning

## Official Plan Designation

### *Mixed Use Area (East Waterfront Secondary Plan)*

- Intended for small-scale commercial uses, townhouses and apartment buildings of 2-5 stories
- Minimum 2 stories; commercial uses on the ground floor and residential units on upper floors

## Zoning By-law

### *Downtown Commercial*

- Zoning permits commercial, residential and mixed use





# Key Components

01

## Site Organization and Design

Active Transportation Friendly Design | Public Realm Interface | Access & Parking | Landscaping | Lighting | Climate Responsive Design | Contextual Considerations

02

## Mixed-use & Residential Building Design

Setbacks | Height | Architectural Features & Façade Treatments | Amenity Spaces | Utilities

03

## Commercial Building Design

Height | Signage | Contextual Considerations | Parking & Servicing Areas

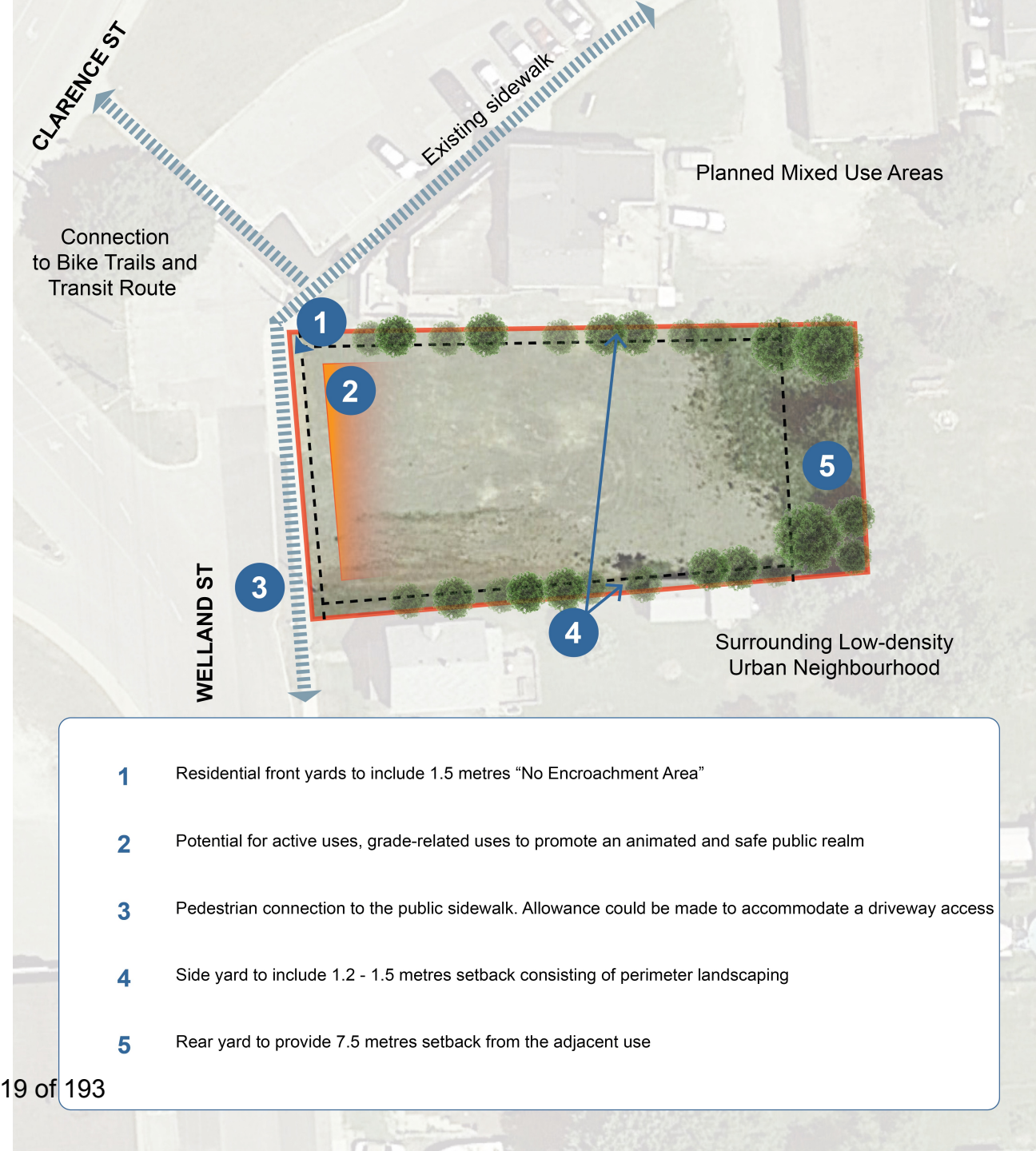


# Site Organization and Design Key Elements

01

## Site Organization and Design

Active Transportation Friendly Design |  
Public Realm Interface | Access & Parking |  
Landscaping | Lighting | Climate  
Responsive Design | Contextual  
Considerations





# Mixed Use & Residential Building Design – Key Elements

02

## Mixed-use & Residential Building Design

Setbacks | Height | Architectural Features & Façade Treatments | Amenity Spaces | Utilities



# Commercial Building Design Key Elements

03

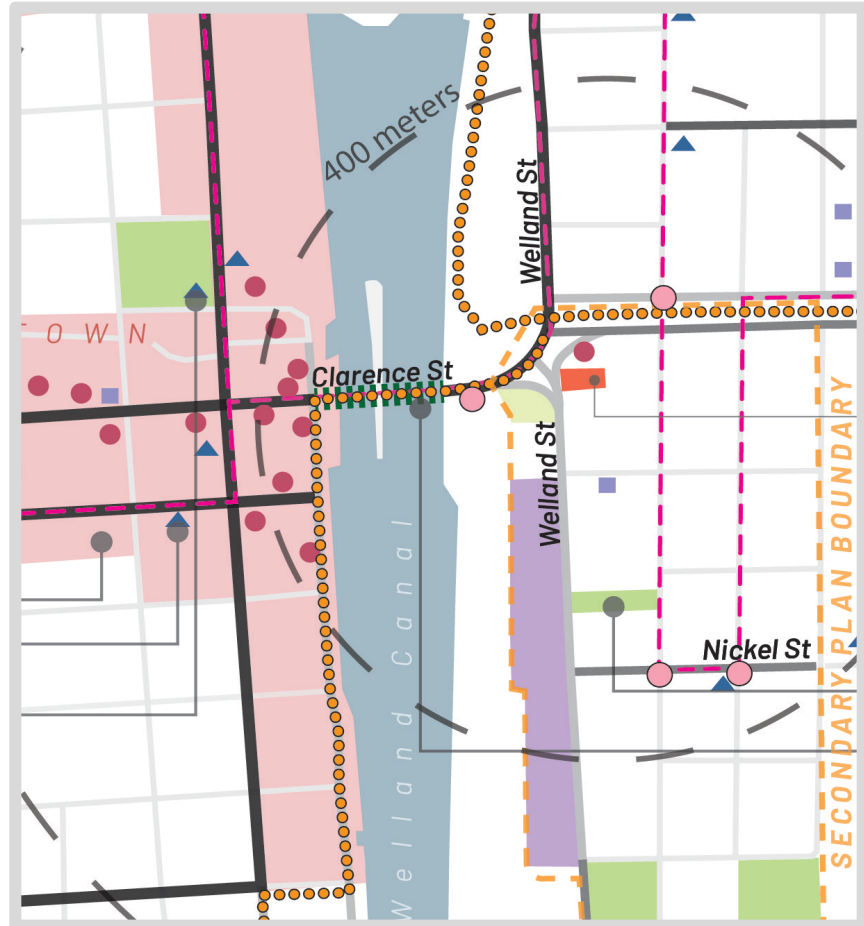
## Commercial Building Design

Height | Signage | Contextual Considerations  
| Parking & Servicing Areas





# Placemaking









**Subject: Canalside Restaurant Inn and Kitchen Store – Request to Extend Patio Season to Year-Round**

**To: Council**

**From: Chief Administrative Office**

Report Number: 2021-272

Meeting Date: October 25, 2021

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### **Recommendation:**

That Chief Administrative Office Report 2021-272 be received;

That the patio season for any sidewalk-based patios with existing encroachment agreements and all other rules followed be permitted as a trial from November 1, 2021 through to April 30, 2022, and that it be re-evaluated in April for future years; and

That the Economic Development Officer be directed to consult with the Port Colborne Wainfleet Chamber of Commerce, local Business Improvement Areas and businesses on a permanent policy regarding patio season length.

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### **Purpose:**

The purpose of this report is to follow up on Council direction from the September 27, 2021 Council Meeting and report back on a request received from Greg Poisson at Canalside Restaurant Inn and Kitchen Store to extend the patio season to 12 months per year.

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### **Background:**

At the Council meeting of September 27, 2021, Kelly Rankin, on behalf of Greg Poisson from Canalside Restaurant Inn and Kitchen Store (Canalside), appeared as a delegation and requested that Greg's establishment receive an extension to his encroachment agreement to allow the approved patio to remain open after October 31<sup>st</sup>. Currently the patio season ends October 31<sup>st</sup>, and Canalside is seeking to have its patio season extended through the winter until a new season starts in 2022.

At this time, Canalside has a patio on the sidewalk adjacent to the restaurant and another on the grassy area across the street next to the Canal promenade.

Canalside has invested in awnings and heaters that are affixed to the building.

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## **Discussion:**

Throughout the pandemic the City of Port Colborne has been actively working with the Chamber of Commerce and Business Improvement Areas (BIAs) to support local businesses and provide flexibility and solutions to allow for business continuation.

In the restaurant and retail sectors, this included 15-minute parking to facilitate pick-up orders and delivery vehicles. Flexibility was given around pop-up patios on City streets in parking stalls.

All relevant City departments were consulted, and no objections were raised with extending the patio season for Canalside on the sidewalk adjoining the restaurant with the following conditions:

- 1) The Fire Department will need to complete an inspection for clearance and code of the heaters;
- 2) The By-law Division will need to amend the encroachment agreement and a site plan needs to be submitted for the file;
- 3) A building permit needs to be applied for and obtained by November 1, 2021;
- 4) It is understood by Canalside that it is their responsibility to maintain the sidewalk and remove tables/chairs daily and that the City may have to cut the snowbanks in the winter and will require the area to be clear. It is advised that snow be kept on the interlock area of the sidewalk;

While Canalside made the request for an extension to their encroachment agreement, Economic Development and Tourism Services staff are recommending that this extension be granted to other restaurants in Port Colborne provided they meet City requirements as outlined in this report.

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## **Internal Consultations:**

The By-law Division, Fire and Emergency Services Division, Building Division, and the Public Works Department were consulted and provided the following comments:

Fire Services: No objections, there will need to be an inspection for clearance and code compliances.

By-law: No objections to the awning or the heaters as Canalside already has an existing encroachment agreement with the City and the Seaway and any further encroachments would just be amended to the existing one. By-law would require the site plan of the additional encroachment to add to the file.

Building: An order to comply was issued, remove heaters or apply and obtain a building permit by November 1, 2021.

Public Works: No objections. The City does not maintain the sidewalk in the wintertime, and it is the responsibility of the business to do so safely. It is advised that they can keep the snow on the interlock area of the sidewalk. That is where the road snow will go also. City staff will cut down the snowbanks if they get too high, the area will need to be clear for City staff to do this.

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### **Financial Implications:**

There are no financial implications.

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### **Strategic Plan Alignment:**

The initiative contained within this report supports the following pillar of the strategic plan:

- Attracting Business Investment and Tourists to Port Colborne

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### **Conclusion:**

The pandemic has caused significant hardships on local businesses, including restaurants, in the City of Port Colborne. This has led to innovation and change in how restaurants operate in Port Colborne. Allowing for a pilot program in 2021-2022 and undertaking consultation with businesses and key stakeholders to establish future policies will set Port Colborne's downtown and Main Street business districts on a path to be prepared for the emergence from this pandemic.

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Respectfully submitted,

Bram Cotton  
Economic Development Officer  
(905) 835-2900 Ext 504  
[Bram.cotton@portcolborne.ca](mailto:Bram.cotton@portcolborne.ca)

**Report Approval:**

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

**Subject: Access Protocols for Existing Beach Road End Gates**

**To: Council**

**From: Public Works Department**

Report Number: 2021-253

Meeting Date: September 27, 2021

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**Recommendation:**

That Public Works Department Report 2021-153 be received;

That key access to the currently barriered and locked Road Ends, being Lorraine Road, Silver Bay Road, Wyldewood Road and Pleasant Beach Road be restricted to construction matters and be facilitated through the Municipal Consent process;

That the fee for key access be \$700, of which \$600 is refundable after return of key and lock in working condition to Public Works staff; and

That a fee be included in the 2022 Fees and Charges By-law for any validated site visit investigations required by City staff because of misuse of the key.

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**Purpose:**

The purpose of this report is to provide Council with a suggested protocol for control of key access to the barriers at waterfront access road allowances.

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**Background:**

Currently, there are seven open, unimproved road allowances which terminate at Lake Erie. Four of the roads have a locked gate structure to prevent vehicular traffic; those being:

- Lorraine Road
- Silver Bay Road
- Wyldewood Road
- Pleasant Beach Road

The remaining three road allowances are open and barrier free: those being:

- Weaver Road
- Pinecrest Road
- Cedar Bay Road

According to information reviewed by staff, all the Road Ends are accessible to pedestrian traffic and have a 66-foot Right-of-Way to Lake Erie, outside of which the beach is privately owned, with the exception of Cedar Bay which has public beach on either side. An illustration of this is attached as Appendix A.

If residents or visitors trespass on private property or make arrangements with owners to access private beaches, this becomes a private matter and is outside of the authority of staff and Council. This Report only pertains to the 66-foot publicly owned Right-of-Way access to the Lake.

From time to time, waterfront residents in these areas have requested access to the lake side of their properties for maintenance purposes. In these circumstances, contact has been made with Public Works, whereby a key has been made available to homeowners or contractors and returned upon completion. This has been the practice since a City policy does not exist with respect to restricted key access.

However, there are also circumstances where residents request keys for other reasons, such as mobility issues over the sand or a boat launch request. Others want to use golf carts to traverse the area or to carry appurtenances for their beach visit.

Over many years there have been a multitude of issues with key access to the gate structures. Keys may have been lost, duplicated without consent from staff, provided to unknown individuals and used outside of appropriate hours causing safety and noise concerns from motorized vehicles. Often individuals use the public Right-of-Way to access or even trespass onto private property. Locks have been vandalized, illegally cut, illegally replaced with private locks, and inappropriately left unlocked.

The City does not have the staff resources to constantly check on the use of the locks and gates, however, staff do react whenever an issue is reported. Requests, complaints, illegal acts and after hours call outs have been increasing over the past few years and resources are being stretched. The City's costs are also escalating for replacement locks, keys, and repairs to steel gates at these points.

Complaints of access being both too liberal and too restrictive have been received by staff for many years. A policy is recommended for clarity with respect to public access to keys and therefore entry of motorized vehicles on the Road Ends with beach access. A policy will create more efficient use of staff resources and provide the residents and public with specific guidelines for access.

It is also noted that Nickel Beach currently allows for private vehicles to traverse that particular area in a controlled and staff-supervised manner and is restricted to operating hours only. Although limited for number of entrants and hours of operation, it affords another opportunity for residents and visitors to enjoy the beach with motorized vehicles.

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## **Discussion:**

Gates will be locked and boxed with devices that minimize the ability to cut, change or vandalize the lock itself and minimize the ability to duplicate keys. There will be a fee charged for any keys provided to residents/third parties that will cover manufacturing the key, administration of providing the key, and a refundable security deposit to deter any malicious use of the key. As these costs change from year to year, it is recommended that this cost start at \$700 (\$600 refundable) for 2021/2022 and be included in the Fees and Charges By-law for Council approval moving forward.

The Fire Department will receive and maintain keys for any locks installed. EMS and Police will also be notified of any changes to the accessibility of the barriers.

## **Access Options**

### **a) Do nothing.**

With the majority of complaints/incidents coming from Road Ends which already have gates, this option is recommended for areas that are already barrier free, with complaints/issues to be monitored to determine if further action should be taken in the future. This also gives residents and visitors options to access 66 feet of beach area and the Cedar Bay beach for accessibility, boat launches and other activities that may be restricted at other barriered Road Ends.

This recommendation would not reduce complaints, conflict experienced at the four currently restricted Road Ends, nor reduce staff time and taxpayer costs dealing with issues and is therefore not recommended for those Road Ends that already have barriers.

### **b) Consideration on a case-by-case basis.**

Provide keys based upon request and individual circumstances. This would afford residents the opportunity to make application to the City for a key for various types of access needs. These could include vehicles for construction access, recreational requests or access to private property if given permission by the property owner. The issuance of a key could be of a long-term or short-term nature, depending on the situation.

In this option, staff and/or Council will have many requests from residents and visitors for keys. The stipulations, considerations and reasonings behind the requests can be

immeasurable. There will continue to be circumstances where parties do not agree with the City's decisions and the criteria to consider for approval are also subjective and numerous. Therefore, staff cannot create an all-encompassing list of variables for consideration for all circumstances. Because of this, confusion, perceived fairness, and miscommunication will be rampant and could create discord among the affected parties. This could then lead to additional staff time, costs, and other negative impacts to neighbouring properties. Situations and arrangements also change over time with different third parties and the monitoring and regulating that would occur with those changes would be difficult for staff to keep current and adjust key approval with those alterations.

This option is not recommended.

**c) Limit access to construction purposes.**

Due to the limited area of beachfront available to the general public (66 feet) at all four of the currently barriered Road Ends, limiting key access to construction use would limit the conflict of pedestrian and vehicle interaction. It would also reduce the use of public Rights-of-Way to access adjacent private beach property. Construction such as fixing seawalls or well works currently require a Municipal Consent (MC) from the City. It is recommended that the process to obtain access by key be added into the MC process when required. The only key that would be loaned out, would be controlled by the Development and Asset Supervisor through the MC. Copies would also be available to the Fire Chief, Roads Supervisor, Facilities Maintenance Supervisor and Executive Assistant to the Director of Public Works – for emergencies only. This would also minimize the number of keys created and allow for only one key that could be used at a time by those outside the organization.

Although excluding recreational vehicles (such as golf carts) or boat launching will have a negative impact on those who currently enjoy that access, other Road End options are available.

Again, Cedar Bay is the only Road End with public beach on either side and all others are bordered by private property at the beach area. A Public Service Announcement communication could be created to inform residents of this fact at an appropriate time and/or in conjunction/after Council approval of the ongoing Road Ends Study.

As noted above, Nickel Beach is also available for vehicles during operating hours and this recommendation does not exclude private property owners from making their own arrangements with third parties for access across their lands.

This recommended option will allow for clarity of key access for staff to facilitate the process. As in previous practice by Public Works staff, a pre and post inspection of the area will be conducted through the (MC) process to ensure the vehicular access is kept and left in a safe and reinstated manner before returning the security deposit for the key. Staff will also include a fee in the Fees and Charges By-law for any additional site



visits required and validated by staff for misuse of keys such as leaving the barrier/gate unlocked after working hours or damaging of the locks.

Current keys will be made obsolete once locks have been changed. There is a current list of individuals that have keys. If anyone of this list returns their keys, they will be refunded \$75. Those who are not on the list but have keys will not be given any refunds as the methodology of obtaining that specific key would not be able to be verified by staff.

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### **Internal Consultations:**

The Community Safety and Enforcement Department and the Communications Division were consulted during the creation of this Report. The Consultant managing the Road Ends Study – Sierra Planning – was also consulted to ensure there was no conflict with any works and/or information gathered to date.

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### **Financial Implications:**

The non-refundable cost for the keys will be at full cost recovery and included in the Fees and Charges By-law in the future for Council approval.

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### **Public Engagement:**

Public phone calls and emails have been submitted for the past number of years with respect to complaints, requests, and opinions on this matter of key access. Staff have also spoken to residents and visitors to beach areas while on site.

Discussions have been held between staff and the consultant to ensure alignment between the recommendations of this report and the broader strategy of enhancing the management and public experience of the City's beach roads ends.

If this Report and recommendations are approved, City Communication staff will issue a Public Service Announcement regarding keys and gate access, including a "grace period" before any locks are changed, and process implemented.

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### **Strategic Plan Alignment:**

The initiative contained within this report supports the following pillar(s) of the strategic plan:

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

- Attracting Business Investment and Tourists to Port Colborne
  - City-Wide Investments in Infrastructure and Recreational/Cultural Spaces
  - Governance: Communications, Engagement, and Decision-Making
- 

**Conclusion:**

That Council restrict key access to currently barriered and locked beach front Road Ends to construction projects as facilitated and approved through the Municipal Consent process.

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**Appendices:**

- a. Illustration of Road End Allowances Ending at Lake Erie

Respectfully submitted,

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**Report Approval:**

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



N

Report 2021-253  
Appendix A

Lakeshore Road East

Lorraine Road



# Lorraine Road

*(Parcels at Road Allowance Southernly Limit)*



Lake  
Erie





Weaver Road

Firelane 2

Lake  
Erie

# Weaver Road

*(Parcels at Road Allowance Southernly Limit)*







**Cedar Bay Road**  
*(Parcels at Road Allowance Southernly Limit)*



**Public Property**

*Lake  
Erie*

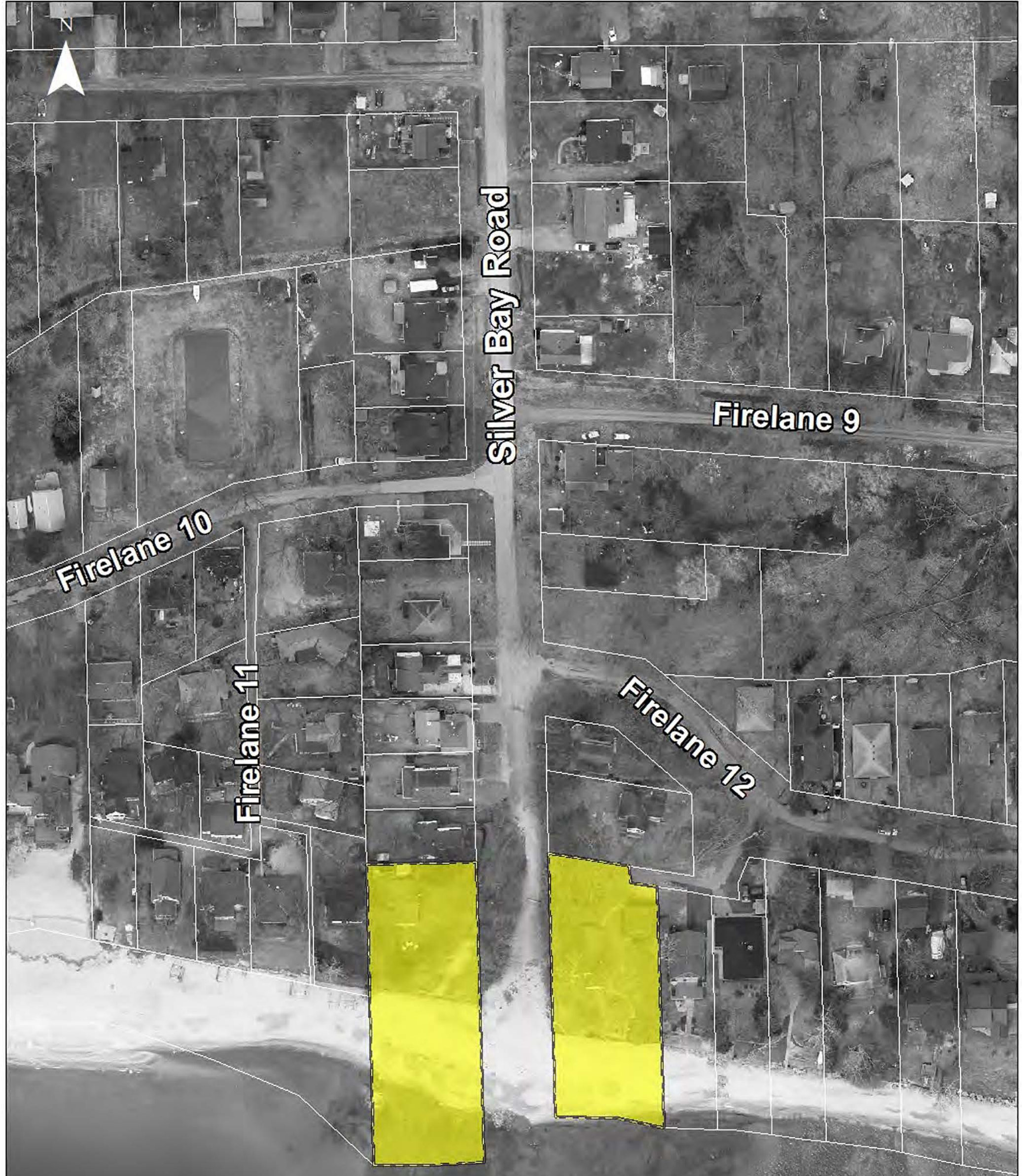




**Pinecrest Road**  
*(Parcels at Road Allowance Southernly Limit)*







**Silver Bay Road**  
*(Parcels at Road Allowance Southernly Limit)*



*Lake  
Erie*



**Firelane 15**

**Firelane 16**

**Wyldeewood Road**



**Wyldeewood Road**  
*(Parcels at Road Allowance Southernly Limit)*



*Lake  
Erie*



**Firelane 24**

**Firelane 25**

**Pleasant Beach Road**

**Firelane 27**

# Pleasant Beach Road

*(Parcels at Road Allowance Southernly Limit)*



*Lake  
Erie*



**Subject: Review of Council Composition, Remuneration, and Ward Boundaries**

**To: Council**

**From: Corporate Services Department**

Report Number: 2021-274

Meeting Date: October 25, 2021

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**Recommendation:**

That Corporate Services Department Report 2021-274 be received; and

That the City Clerk be directed to include a proposal for a comprehensive review of council composition and ward boundaries in the 2023 budget; and

That the Director of Corporate Services be directed to include a wage in line with the 2022 average of local comparators for the position of city councillor in the 2023 budget.

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**Purpose:**

The purpose of this report is to provide the results of a review of council composition, remuneration, and ward boundaries and provide a recommendation.

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**Background:**

**Council Composition:**

Section 217 of the *Municipal Act* (the Act) sets out the requirements of the composition of municipal councils in Ontario stating that members of a municipal council (other than the Mayor) “shall be elected by general vote or wards or by any combination of general vote and wards” (*Municipal Act*, 2001 s. 217 (1) 4). Section 217 of the Act also authorizes a local municipality “to change the composition of its council” subject to five enumerated rules, the most relevant of which is: “There shall be a minimum of five members, one of whom shall be the head of council.” A by-law adopted by Council to implement this authority is not open to appeal to the Ontario Land Tribunal (OLT).

## **Ward Boundaries:**

In Ontario, the *Municipal Act* provides the framework within which municipalities may conduct ward boundary reviews. Section 222 of the Act provides Council with the power to divide or re-divide the municipality into wards, or dissolve any existing wards provided such actions are enacted through by-law. A by-law adopted by council to implement this authority must be in place before January 1 of an election year and is subject to appeal to the Ontario Land Tribunal (OLT).

There are no standard practices, terms of reference, criteria or guiding principles either in provincial legislation or regulation that can be used to evaluate a municipality's electoral system. Instead, municipalities look to relevant Ontario Municipal Board (now the OLT) decisions, case law and best practices followed in other municipalities to establish appropriate guiding principles.

## **Council Remuneration:**

Each municipality may determine if the mayor, deputy mayor, and councillor position are part-time or full-time and set wages for each position. In addition, stipends may be added to certain board and committees as desired. The City of Port Colborne does not currently conduct annual reviews of council remuneration but does provide an annual cost of living increase to Council members that matches the increase given to the City's non-union employees.

## **The City of Port Colborne:**

The City of Port Colborne's current ward boundary system consists of four wards with two members of Council being elected from each Ward, making up a total Council composition of nine members (eight councillors and the mayor).

The population size of each ward as well as a perceived variance in a ward-to-ward comparison has been brought to the attention of Council on several occasions and as a result reviews have been conducted by staff, Council, and electoral review committees. Reviews occurred in 2005, 2009, 2013, and 2014 resulting in changes to Ward 2 and 4 boundaries in 2009. Each of these reviews were conducted by citizens and/or councillors of the municipality. An independent review was not conducted during any of the reviews mentioned.

Council requested that a review of the City's governance model take place before the 2022 election. In January 2020, after the Provincial electoral review was completed, Report 2020-07 was brought to Council to approve a council review committee to begin a review of council composition, remuneration, and ward boundaries. A committee was formed in early 2020 with only three members of the public applying. Unfortunately, before the first meeting could take place the current pandemic began, and committee meetings were put on hold. Due to the challenges of the pandemic, the committee was

not given enough time for a thorough review including public engagement and staff resources were not able to be allocated to the committee. Staff have conducted a review in order to meet the requests of Council and have provided results and recommendations for the future in this report.

## Discussion:

### Council Composition:

The goal of a council composition review is to assess whether the number of elected officials can ensure that the community is satisfactorily represented in the decision-making process. This goal can be achieved by establishing effective representation and should be conducted in alignment with a ward boundary review.

Options to evaluate during the process include the number of councillors per ward, an addition of a deputy mayor position, and the abolishment of wards to move to an at-large system.

In a review of local municipalities, it was determined that the majority of municipalities in Niagara operate within a ward system. The table below is a comparator of local municipalities of similar size. All of the comparator municipalities operate with councils of 7-9 members with a majority of councils electing 9 members.

<b>Municipality</b>	<b>Mayor Plus</b>		<b>Wards</b>
City of Port Colborne	1 regional councillor	8 local councillors	4
City of Thorold	1 regional councillor	8 local councillors	at-large
Town of Fort Erie	1 regional councillor	6 local councillors	6
Town of Grimsby	1 regional councillor	8 local councillors	4
Town of Lincoln	1 regional councillor	8 local councillors	4
Town of Niagara-on-the-Lake	1 regional councillor	8 local councillors	at-large
Town of Pelham	1 regional councillor	6 local councillors	3
Township of West Lincoln	1 regional councillor	6 local councillors	3

In addition to the review of local municipalities, consultants from KPMG were asked to include Council in their services delivery review conducted in 2020. The report determined that Port Colborne was in line with comparator municipalities with 1.0 councillor per 1,000 households compared to the average of 0.9 for the entire group.

While numbers are in line with comparators, staff are aware of government and public sentiment surrounding the number of elected officials in Niagara and beyond which was initiated during the Provincial electoral review. A smaller council may be favourable when looking at the effectiveness of council meetings. A disadvantage of a smaller council may be less councillors per elector. If a smaller council is recommended, a

review would need to be conducted to determine if members of council should become full-time positions in order to meet the goal of effective representation.

It is the recommendation of staff that while the number of councillors are within the average range of comparator municipalities, that council composition be evaluated as part of a larger ward review. Decisions regarding council composition should be made based on the recommendations resulting from the review.

### **Ward Boundaries:**

When undertaking a ward boundary review a number of factors are relevant to consider including:

- Is the present system consistent with changes that have occurred in the municipality over the past several decades or are expected to occur in the next few years?
- Does the present system take into account the development that has and is occurring within the City?
- Does the present system provide for effective representation for all of the communities of interest in the municipality?
- Does the present system provide accountability to electors?

These questions are important reflections of the current governance model in the City. While a thorough review does not need to take place each term of council, it should be conducted from time to time to ensure the present ward boundaries meet these expectations.

The OLT (when it was the OMB) stated that a review/change to an electoral system needs to ensure that “effective representation” is achieved, meaningful public engagement is provided, and that the review is comprehensive and not constrained by specific limiting objectives.

The OLT set out the following criteria that should be evaluated in order to establish appropriate ward boundaries:

- Representation by population
- Population and electoral trends
- Representation of communities of interest
- Geographical and topographical features
- Effective representation

One of the easiest criteria to help determine if a comprehensive ward boundary review is warranted is the consideration of representation by population. Generally, it is considered desirable for the population of each ward to be relatively equal and that wards should achieve relative parity between the total municipal population and the population of each ward (within an acceptable level of variance). A plus or minus 25%

population variance from the average ward population (calculated by dividing the total population by the number of wards) has been found to be an acceptable level of variance when setting boundaries.

A review of population comparison between wards was conducted based on the eligible elector count provided by MPAC. The average population per ward was 4370.75 allowing for an acceptable range of 3278.07-5463.43. The results are provided in the chart below.

<b>Ward</b>	<b>Total Elector Count</b>	<b>Variance</b>
Ward 1	4629	5.9%
Ward 2	3579	-18.1%
Ward 3	5598	28.1%
Ward 4	3677	-15.9%

Based on the OLT's acceptable guideline of a 25% population variance from the average population per ward, three of the four wards are in line with the recommendation. Ward Three falls slightly outside of the range with a 28% variance. In addition, three of the wards have more than a 15% variance which translates to a significant difference in representation for each ward.

Although outside the accepted threshold when establishing ward boundaries these variances in representation are not of immediate concern. Ward Three has held this variance for at least the past three electoral cycles with minimal change. The composition and ward boundaries of Port Colborne have remained largely static over the past several decades. The City has not experienced exponential and disproportional growth in certain areas of the City to warrant an immediate review. It is important though to review municipal operations on a regular basis through an independent review process. Establishing an independent review process through a consultant has been recommended by staff several times during past reviews. While not of immediate concern, staff recommend that with three wards having substantial variance in population, the next term of Council is an appropriate time to conduct a comprehensive review.

Should Council decide to proceed with a ward boundary and council composition review, it is staff's recommendation that an external consultant be retained based on the following considerations:

- The unique field of knowledge and expertise required;
- A consultant can ensure that issues surrounding specific principles (i.e. communities of interest) are fully explored and addressed in the final recommendations;
- The potential for an appeal to the OLT and the expertise that the consultant can provide to support the City's position; and,
- The importance of an independent review and unbiased process.

The recommended review would be comprehensive and will look at options to dissolve the current ward system in favour of an at-large system, maintain a ward system and undertake a ward boundary review, and establish a combination of a ward and at-large system. If a ward system is continued, a goal of the review would be to ensure the wards boundaries maintain equitable representation by population to extend over three election cycles.

The review would take an in-depth look at how the City governance is organized and review demographics and forecasted growth. The review would include consultation with residents, open houses, and public meetings. A recommendation report would come to Council for review along with a by-law if necessary. The by-law would be subject to a 45-day appeal period and, once passed, staff would work with MPAC to reorganize ward boundaries for the voters' list.

### **Council Remuneration:**

The City of Port Colborne does not conduct frequent reviews of council remuneration. As such, a review once each term of council is warranted in order to address market demands. In 2020 the Mayor earned \$43,655 and each councillor earned \$11,489. The mayor position, in combination with the regional councillor position, is full-time while the councillors hold part-time positions.

Port Colborne has a fairly high number of councillors compared to some municipalities, but each councillor is part-time and therefore earns a nominal wage. Decreasing the number of councillors is an option that is often considered when evaluating council remuneration. Decreasing the number of councillors would save on certain expenses such as conferences and office supplies. It would not affect remuneration substantially however as the decrease would most likely require the remaining members to become full-time councillors. The current council positions, while considered part-time, operate well past regular part-time hours and include many nights and weekends in addition to regularly scheduled meetings.

In 2020, Human Resources conducted a non-union job evaluation of each position in the City. The consultant was also requested to evaluate council remuneration through this process. The review was undertaken once using a set of municipal comparators in Ontario and also a second time using only local comparators. In both set of results, the Mayor's wage fell within an average of the market range and the councillors' wages fell well below the comparator average. The review determined that to meet market rate councillors would need to earn a salary of approximately \$20,000.

Staff recommend that the wages of councillors be brought to a level that is on par with surrounding municipalities. It is recommended that the current salary remain in place for 2022 and a wage increase be included in the 2023 budget that is in line with the average of local comparator municipalities. Human resources staff will review this recommendation and examine how best to implement this increase. A review of

councillor remuneration would again need to be reviewed if major changes are implemented as a result of a ward boundary and council composition review.

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### **Internal Consultations:**

Staff discussed the recommendations in the report with the Human Resources and Finance divisions.

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### **Financial Implications:**

The recommendation of staff includes a governance review which would be added to the budget and be approximately \$50,000-55,000. Also included in the recommendation is an increase in the salary of the position of councillor. This increase would be dependant on the 2022 average of local comparator municipalities and human resources staff will review how best to implement this increase.

Both recommended financial considerations would be added to the 2023 budget.

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### **Public Engagement:**

If the recommendation of staff is approved, public engagement would occur through the ward boundary and council composition review. Various forms of engagement including a survey, open house, and public meeting would occur in order to receive resident feedback.

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### **Strategic Plan Alignment:**

The initiative contained within this report supports the following pillar(s) of the strategic plan:

- Service and Simplicity - Quality and Innovative Delivery of Customer Services
  - People: Supporting and Investing in Human Capital
  - Governance: Communications, Engagement, and Decision-Making
- 

### **Conclusion:**

It is good governance to regularly review municipal operations through an independent lens. Staff recommend that funding be budgeted in the 2023 budget to allow for a comprehensive review of ward boundaries and council composition to occur after the



2022 municipal election. In addition, staff recommend that the annual wage of councillors be brought in line with the local comparator average in the 2023 budget.

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Respectfully submitted,

Amber LaPointe

City Clerk/Acting Director of Planning and Development

905-835-2901 x106

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### **Report Approval:**

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

**Subject: Contribution Agreement – Canada Community Revitalization Fund**

**To: Council**

**From: Chief Administrative Office**

Report Number: 2021-273

Meeting Date: October 25, 2021

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**Recommendation:**

That Chief Administrative Office Report 2021-273 be received;

That Council approve the Contribution Agreement with the Federal Economic Development Agency for Southern Ontario for the Canada Community Revitalization Fund and the City's waterfront centre project, attached as Appendix A to Chief Administrative Office Report 2021-273; and

That a by-law to enter into the Contribution Agreement with the Federal Economic Development Agency for Southern Ontario, be brought forward.

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**Purpose:**

The purpose of this report is to provide context for the Contribution Agreement between the Federal Economic Development Agency for Southern Ontario (FedDev Ontario) and the City of Port Colborne regarding the Canada Community Revitalization Fund (CCRF).

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**Background:**

On June 23, 2021, the federal government announced the \$500 million Canada Community Revitalization Fund (CCRF) to support two major streams of activity: (1) adapt community spaces and assets so that they may be used safely in accordance with local public-health guidelines; and (2) build or improve community spaces to encourage Canadians to re-engage in and explore their communities and regions.

Chief Administrative Office Report 2021-200, dated July 12, 2021, was approved by Council and staff were directed to submit an application to the CCRF. The City was notified in early August that its CCRF application had been approved for the maximum amount of \$750,000.

To obtain the CCRF funding, the City must sign a Contribution Agreement with FedDev Ontario, the agency that administers the funding program. This agreement formalizes the funding arrangement between the two parties and sets out the terms and conditions under which FedDev Ontario will provide funding for the project.

FedDev Ontario will reimburse the City for eligible project expenses incurred after April 19, 2021, and until February 13, 2023, to a maximum of \$750,000. Since April, the City has incurred approximately \$88,000 in eligible project expenses, and staff will be submitting a claim to FedDev Ontario for reimbursement.

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### **Discussion:**

Given the various components and phases of the project, along with timelines for approvals, most of the CCRF funding will be used for demolition and related site work, assessments and studies, substance abatement and remediation, architectural drawings and detailed design, and engineering consulting. A smaller portion of the funding will be used for capital costs and the initial phases of site servicing and construction.

The City's waterfront centre project team, comprised of staff from Corporate Services, Economic Development and Tourism, Planning, and Public Works, meets regularly to discuss the project scope, site servicing, and a project management timeline outlining next steps and major milestones. The team is also having regular discussions with the City's consulting engineers at CIMA+. Moreover, preparing the site to welcome cruise ship passengers in May 2022 has been a key focus. Given the magnitude and scope of the project, City staff and CIMA+ are working towards having the waterfront centre completed by the spring/summer of 2024.

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### **Internal Consultations:**

City staff from various departments, including Corporate Services, Economic Development and Tourism, Planning, and Public Works, are working together on this project and holding meetings with the City's consulting engineers at CIMA+.

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## **Financial Implications:**

The City will receive \$750,000 from the Canada Community Revitalization Fund for the waterfront centre project. To secure this funding, the City must commit to a minimum contribution of \$250,000.

Chief Administrative Office Report 2021-200, dated July 12, 2021, resulted in Council passing a motion in support of the project and committing to provide the City's financial share. This share was to be determined pending the outcome of the CCRF application, other federal-provincial funding potentially secured, and more precise project costs.

During the 2022 Capital Budget process, Council expressed continued support for the project and directed staff to return with a project update, detailed cost estimates, and a financing strategy. The financing strategy being developed includes other sources of public and private funding, revenue generation opportunities from commercial leases within the waterfront centre and rentals for private social functions along with other opportunities.

During budget discussions, staff indicated that the estimated cost of the waterfront centre would be approximately \$5 million. This total is based on a high-level opinion of probable costs provided by R.J. Burnside & Associates and subsequently updated by City staff. Up until the submission of the CCRF application, staff had worked with a senior landscape architect at R.J. Burnside & Associates on site planning and design. Staff will be able to provide a more accurate cost estimate in the coming months once architectural drawings and detailed design, as well as a site servicing plan, are finalized.

Other project elements included in the \$5 million estimate comprise site servicing, signage, landscaping and beautification, walkways and improved accessibility, lighting, paving, a project contingency, as well as required gates and fencing to comply with Transport Canada and marine transportation security regulations.

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## **Public Engagement:**

When more project information and cost estimates are available, staff will bring this forward in a public report and presentation to Council.

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## **Strategic Plan Alignment:**

The initiative contained within this report supports the following pillars of the strategic plan:

- Attracting Business Investment and Tourists to Port Colborne
- City-Wide Investments in Infrastructure and Recreational/Cultural Spaces
- Value: Financial Management to Achieve Financial Sustainability

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

## **Conclusion:**

The City's application to the Canada Community Revitalization Fund (CCRF) for the proposed waterfront centre was approved for the maximum amount of \$750,000. To obtain this funding, the City must sign a Contribution Agreement with FedDev Ontario, the agency that administers the funding program on behalf of the federal government. This agreement formalizes the funding arrangement between FedDev Ontario and the City and sets out the terms and conditions of this arrangement.

The City's waterfront centre project team and consulting engineers at CIMA+ have been meeting to discuss the project and finalize a project management schedule. As per Council direction, staff intends to return to Council in the coming months with a project update, detailed costing, and a financing strategy that will minimally impact the City's tax levy budget and focus instead on other public and private sources of funding.

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## **Appendices:**

- a. Contribution Agreement – Canada Community Revitalization Fund
- b. Draft Agreement By-Law

Respectfully submitted,

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## **Report Approval:**

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

## CANADA COMMUNITY REVITALIZATION FUND

### CONTRIBUTION AGREEMENT

This Contribution Agreement is made as of October 15, 2021

**BETWEEN:** **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
("Her Majesty") hereby represented by the Minister responsible  
for Federal Economic Development Agency for Southern Ontario

**AND:** **THE CORPORATION OF THE CITY OF PORT COLBORNE** ("Recipient") a **municipal government**  
established under the laws of **Ontario**.

**WHEREAS** the Federal Economic Development Agency for Southern Ontario was created to strengthen southern Ontario's economic capacity for innovation, entrepreneurship and collaboration, and promote the development of a strong and diversified southern Ontario economy;

**WHEREAS** as part of the Southern Ontario Prosperity Program, the Minister has established the *Canada Community Revitalization Fund* to help communities, cities and towns build and improve their infrastructure to bring people back to public shared spaces safely, and to create jobs and stimulate local economies as they recover from the social and economic disruptions associated with the COVID-19 outbreak;

**WHEREAS** the Agency (as defined below) seeks to guarantee individuals the right to be free from discrimination based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, and disability, in accordance with section 35 of the *Canadian Human Rights Act*;

**WHEREAS** the Agency seeks to promote a more representative workforce and commits to correcting disadvantages in employment experienced by women, Indigenous peoples, Black Canadians and other racialized Canadians, in accordance with the *Employment Equity Act*; and

**WHEREAS** the Minister has agreed to make a non-repayable contribution to the Recipient in support of the Recipient's Eligible and Supported Costs (as defined herein) of the Project.

**NOW THEREFORE**, in accordance with the mutual covenants and agreements herein, Her Majesty as represented by the Minister (as defined herein) and the Recipient agree as follows:

#### **1. Purpose of the Agreement**

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide funding in support of the Project (as defined herein).

#### **2. Interpretation**

**2.1 Definitions.** In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

**Agency** means the Federal Economic Development Agency for Southern Ontario.

**Agreement** means this contribution agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.

**Cash Flow Projection of the Project** means a spreadsheet presentation of the Project's projected total quarterly revenues and expenses for the duration of the Project, and showing all other sources of cash and cash from the anticipated claims for the Contribution.

**CCRF** means the Canada Community Revitalization Fund.

**Completion Date** means the Project completion date February 13, 2023.

**Contribution** means the contribution to Eligible and Supported Costs in the amount stipulated in Subsection 4.1.

**Control Period** means the period of **four (4)** years following the period determined in Subsection 3.1 as the duration of the Agreement.

**Date of Acceptance** means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

**Eligibility Date** means April 19, 2021.

**Eligible Costs** means those costs incurred by the Recipient and which, in the opinion of the Minister, are reasonable and required to carry out the Project.

**Eligible and Not-Supported Costs** means those Eligible Costs which are not supported by the Contribution and which are identified in Annex 1 – Statement of Work.

**Eligible and Supported Costs** means those Eligible Costs supported by the Contribution as identified in Annex 1 – Statement of Work and relating to the Project activities described therein and which are in compliance with Annex 2 – Costing Memorandum.

**Event of Default** means the events of defaults described in Subsection 12.1 hereof.

**Fiscal Year** means the Government of Canada's fiscal year beginning on April 1st of a year and ending on March 31st of the following year.

**Minister** means the Minister responsible for the Agency or any one or more of the Minister's representatives.

**Parties** means the Minister and the Recipient and **Party** means any one of them.

**Program Completion Date** means March 31, 2023.

**Project** means the project described in Annex 1 – Statement of Work.

**Southern Ontario** includes the following regions: 1 Stormont, Dundas and Glengarry; 2 Prescott and Russell; 6 Ottawa; 7 Leeds and Grenville; 9 Lanark; 10 Frontenac; 11 Lennox and Addington; 12 Hastings; 13 Prince Edward; 14 Northumberland; 15 Peterborough; 16 Kawartha Lakes; 18 Durham; 19 York; 20 Toronto; 21 Peel; 22 Dufferin; 23 Wellington; 24 Halton; 25 Hamilton; 26 Niagara; 28 Haldimand-Norfolk; 29 Brant; 30 Waterloo; 31 Perth; 32 Oxford; 34 Elgin; 36 Chatham-Kent; 37 Essex; 38 Lambton; 39 Middlesex; 40 Huron; 41 Bruce; 42 Grey; 43 Simcoe; 46 Haliburton; and 47 Renfrew.

- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

**Annex 1 - Statement of Work**  
**Annex 2 - Costing Guideline Memorandum**  
**Annex 3 - Reporting Requirements**  
**Annex 4 - Federal Visibility Requirements**

### 3. Duration of Agreement

- 3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:

- (a) twelve (12) months after the earlier of:
  - i) the completion of the Project to the satisfaction of the Minister; or
  - ii) the Completion Date.

- (b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

- 3.2 **Control Period.** Notwithstanding the provisions of Subsection 3.1 above, during the Control Period, the rights and obligations described in the following sections shall continue beyond the duration of the Agreement:

Section 5 – Other Government Financial Support  
 Subsection 6.8 – Overpayment or non-entitlement  
 Subsections 7.2, 7.3, 7.4, 7.5, 7.6, 7.7 and 7.8 – Reporting, Monitoring, Audit and Evaluation  
 Subsection 8.1c) - Representations  
 Section 11 – Indemnification and Limitation of Liability  
 Section 12 – Default and Remedies  
 Section 14 – General  
 Annex 3 – Reporting Requirements – Section 3

- 3.3 **Commencement.** The Recipient agrees to commence the Project, no later than sixty (60) calendar days after the Date of Acceptance, otherwise the Minister may terminate this Agreement at the Minister's sole discretion.

#### 4. **The Contribution**

- 4.1 The Minister will make a non-repayable Contribution to the Recipient in respect of the Project in an amount not exceeding the lesser of (a) and (b) as follows:
- (a) *One Hundred Percent (100%)* of Eligible and Supported Costs of the Project incurred by the Recipient; and
  - (b) *Seven Hundred and Fifty Thousand (\$750,000)*
- 4.2 The payment of the Contribution per Fiscal Year is set out in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other Fiscal Years than those specified in Annex 1 - Statement of Work.
- 4.3 The Minister shall not contribute to any Eligible and Supported Costs incurred prior to the Eligibility Date or later than the Completion Date.
- 4.4 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.
- 4.5 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to ten percent (10 %) of the Contribution amount until:
- (a) the Project is completed to the satisfaction of the Minister;
  - (b) the Recipient has satisfied all the conditions of this Agreement;
  - (c) the final report described in Subsection 6.6 (a) (iii) has been submitted to the satisfaction of the Minister;
  - (d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and
  - (e) the Minister has approved the final claim described in Subsection 6.6.

#### 5. **Other Government Financial Support**

- 5.1 The Recipient hereby confirms that for purposes of this Project no federal, provincial, municipal or local government assistance has been requested, received or will be received except as disclosed in Annex 1 – Statement of Work.



5.2 The Recipient shall promptly inform the Minister in writing in the event additional other government financial support has been requested or received for the Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.

5.3 In no instance will the total government funding towards the Eligible Costs of the Project be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

## **6. Claims and Payments**

6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related Project costs in respect of this Agreement, separate and distinct from any other sources of funding.

6.2 **Claims Procedures.** The Recipient shall submit claims for reimbursement of Eligible and Supported Costs incurred not more frequently than monthly and not less frequently than quarterly, in a form satisfactory to the Minister and in accordance with the claim schedule provided by the Minister. Each claim will include the following information:

- (a) an itemized summary by cost category of Eligible and Supported Costs incurred in the form and substance prescribed by the Minister;
- (b) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and all supporting information provided;
- (c) if applicable, a certification by a director or officer of the Recipient that any environmental mitigation measures that may be set out in this Agreement have been implemented; and
- (d) any other substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.

6.3 The Recipient agrees to submit its first claim for Eligible and Supported Costs within:

- (a) sixty (60) calendar days from the Date of Acceptance of this Contribution Agreement; or
  - (b) sixty (60) calendar days from the date of Project commencement,
- whichever is the later.

6.4 The Recipient agrees to submit its last claim for Eligible and Supported Costs incurred in each Fiscal Year on or before February 25th of that year. For claims related to the final quarter of the Fiscal Year, the Recipient shall also submit to the Minister, no later than February 25<sup>th</sup>, a detailed estimate of costs incurred but not yet claimed to the end of the Fiscal Year.

## **6.5 Advance Payments.**

- (a) **Initial Advance.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible and Supported Costs payable under this Agreement, the Minister may, at the Minister's sole discretion, pay to the Recipient an initial advance for Eligible and Supported Costs up to twenty-five percent (25%) of the portion of the Contribution allocated to the Fiscal Year in which the request is made subject to the following:
  - (i) the Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the initial advance period along with any documentation that the Minister may reasonably request; and
  - (ii) the Recipient shall account by way of claim, to the satisfaction of the Minister, for the use of any advances within one hundred and twenty (120) days of the beginning of the advance period.
- (b) **Subsequent Advances.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need, the Minister may, at the Minister's sole discretion, make additional advances for Eligible and Supported Costs, subject to the following:

- (i) the Recipient follows the requirements outlined under (a) (i) and (a) (ii) above with respect to any subsequent advance;
  - (ii) the Recipient provides a statement of the Eligible and Supported Costs incurred during the previous advance period, or any other advance period, certified by a financial officer or other representative of the Recipient;
  - (iii) the Recipient provides a satisfactory report on progress and spending to date substantially in the form prescribed by the Minister; and
  - (iv) the Recipient submits the advance request at least two (2) weeks prior to the start of the advance period to which the advance request pertains.
- (c) The Recipient agrees to spend advances in the Fiscal Year the advance was made, failing which the Recipient agrees to reimburse the Minister any unspent amounts. If the amount of the advance exceeds the amount of Eligible and Supported Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

#### 6.6 Final Claim Procedures.

- (a) The Recipient shall submit a final claim pertaining to the final reimbursement of any Eligible and Supported Costs, previously claimed or not, signed by a director or officer of the Recipient and accompanied by the following, in addition to the requirements set out in Subsection 6.2, in a form satisfactory to the Minister in scope and detail:
- (i) a final statement of total Project costs;
  - (ii) a statement of the total government assistance (federal, provincial and municipal assistance) received or requested towards the Eligible Costs of the Project;
  - (iii) a final report on the Project, as more fully described in Section 3 of Annex 3 – Reporting Requirements; and
  - (iv) a final certificate executed by a director or officer of the Recipient substantially in the form prescribed by the Minister.
- (b) The Recipient shall submit the final claim for reimbursement of Eligible and Supported Costs incurred to the satisfaction of the Minister no later than three (3) months after the Completion Date or the date the Project is completed to the satisfaction of the Minister, whichever is earlier. The Minister shall have no obligation to pay any claims submitted after this date.

#### 6.7 Payment Procedures.

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, it will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.
- (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible and Supported Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.
- (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- (d) The Minister may require, at the Minister's expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

- 6.8 **Overpayment or Non-entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty and shall be recovered as such from the Recipient. The Recipient shall repay Her Majesty within thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest as calculated in accordance with Subsection 14.2 of this Agreement.

- 6.9 **Revenue Earned.** If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue from all or part of the activities supported by the Contribution, other than that interest or revenue which is used to pay for all or part of the Eligible Costs incurred by the Recipient during the Project, the Minister may in the Minister's absolute discretion reduce the Contribution by all or by such portion of the revenue as deemed appropriate.

**7. Reporting, Monitoring, Audit and Evaluation**

- 7.1 The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, to the Minister's satisfaction. This includes, at minimum, an annual report to be submitted by the Recipient no later than April 15th of each year.
- 7.2 Upon request of the Minister and at no cost to the Minister, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.
- 7.3 The Minister may request a copy of any report or publication produced as a result of this Agreement or the Project, whether interim or final, as soon as it becomes available.
- 7.4 The Recipient shall at its own expense:
- (a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of the Project costs, wherever such books, and records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister's discretion may require;
  - (b) upon reasonable notice and after consultation with the Recipient, permit the Minister, reasonable access to the Project site and/or the Recipient's premises and documents in order to inspect and assess the progress and results of the Project and compliance with the terms of this Agreement; and
  - (c) supply promptly, on request, such other reports or data in respect of the Project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.
- 7.5 The Minister shall have the right, at the Minister's own expense, and as and when the Minister determines necessary, to perform audits of the Project costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible and Supported Costs, and the administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for reimbursement of Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to Her Majesty under the provisions of this Agreement.
- 7.6 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Agency officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.7 The Recipient agrees that the Minister, at the Minister's expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor the Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to the Project to such firms or individuals.
- 7.8 **Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1 (1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42 (4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:
- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and
  - (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

**8. Representations and Covenants****8.1 Representations.** The Recipient represents and warrants that

- (a) it is a municipal government and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;
- (b) the execution, delivery and performance of this Agreement have been duly and validly authorized by the necessary corporate actions of the Recipient and when executed and delivered by the Recipient, this Agreement constitutes a legal, valid and binding obligation of the Recipient, enforceable against it in accordance with its terms;
- (c) it has acquired appropriate insurance coverage including but not limited to general liability and property damage insurance, at its own expense, in an adequate amount consistent with the scope of the operations and the Project and will maintain such for the duration of the Agreement and the Control Period;
- (d) signatories to this Agreement, on behalf of the Recipient, have been duly authorized under a borrowing by-law to execute and deliver this Agreement;
- (e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable to bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;
- (f) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - (i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- (g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement;
- (h) it has obtained or will obtain all necessary licences and permits in relation to the Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
- (i) the description of the Project in Annex 1 – Statement of Work is complete and accurate; and
- (j) it is located in Southern Ontario.

**8.2 Covenants.** The Recipient covenants and agrees that:

- (a) it shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project, and shall carry out the Project in accordance with the description in Annex 1 – Statement of Work, in a diligent and professional manner, using qualified personnel;
- (b) it shall obtain the prior written consent of the Minister before making any material change to any aspect of the Project or to the management of the Project or the Recipient;
- (c) it shall not make any changes to its objectives or purpose as stated in its constating documents without the prior written consent of the Minister;

- (d) it shall comply with the federal visibility requirements set out in Annex 4 – Federal Visibility Requirements; and
- (e) it shall acquire and manage all equipment, services and supplies required for the Project in a manner that ensures the best value for funds and it shall comply with its procurement policies, rules and regulations.

8.3 **Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.

## 9. Official Languages

The Recipient agrees:

- (a) that any public acknowledgement of the Agency's support for the Project will be expressed in both official languages;
- (b) that basic Project information will be developed and made available in both official languages;
- (c) to invite members of the official-language minority community to participate in any public event relating to the Project, where appropriate;
- (d) that main signage components related to the Project will be in both official languages; and
- (e) that it shall pay for all translation costs save for those which the Minister may incur with respect to any announcement or other public communications.

## 10. Environmental and Other Requirements

- 10.1 The Recipient represents and warrants that the Project is not a "designated project" or a "project" under the applicable federal environmental and impact assessment legislation.
- 10.2 The Recipient agrees to comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including without limitation, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by federal, provincial, territorial, municipal bodies. The Recipient will certify to the Minister that it has done so.
- 10.3 The Recipient will provide the Minister with reasonable access to any Project site, for the purpose of ensuring that the terms and conditions of any environmental approval are met, and that any required conditions, mitigation measures, monitoring or program follow up have been carried out.
- 10.4 If, as a result of changes to the Project or otherwise, the Minister is of the opinion that an environmental or impact assessment or a subsequent determination is required for the Project, the Recipient agrees that construction of the Project or any other physical activity that is carried out in relation to the Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds will become or will be payable by the Minister to the Recipient for the Project unless and until:
  - (a) where the Project is a "designated project" under the applicable federal environmental or impact assessment legislation,
    - (i) a decision pursuant to that legislation is made indicating that no environmental or impact assessment is required for the Project; or
    - (ii) a decision statement in respect of the Project is issued to the Recipient that:
      - 1) the Project is not likely to cause significant adverse environmental effects;
      - 2) the Project is likely to cause significant adverse environmental effects that the Governor in Council decides are justified in the circumstances, which decision statement may contain conditions in respect of the Project; or
      - 3) the adverse effects with respect to the impact assessment of the Project are in the public interest,
  - (b) where the Project is a "project" under the applicable federal environmental or impact assessment legislation, a determination that the carrying out of the Project:



(i) is not likely to cause significant adverse environmental effects; or

(ii) is likely to cause significant adverse environmental effects and the Governor in Council decides that those effects are justified in the circumstances, and

(c) where relevant the requirements under any applicable agreements between Her Majesty and Indigenous groups, are met and continue to be met.

10.5 **Indigenous consultation.** The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Indigenous groups, which may be affected by the terms of this Agreement.

## **11. Indemnification and Limitation of Liability**

11.1 The Recipient shall at all times indemnify and save harmless Her Majesty, its officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

- (a) the Project, its operation, conduct or any other aspect thereof;
- (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
- (c) the design, construction, operation, maintenance and repair of any part of the Project; and
- (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.

11.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.3 Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

## **12. Default and Remedies**

12.1 **Event of Default.** The Minister may declare that an Event of Default has occurred if:

- (a) the Recipient has failed or neglected to pay Her Majesty any amount due in accordance with this Agreement;
- (b) the Project is not meeting its objectives or milestones as set out in Annex 1 – Statement of Work, is not completed to the Minister's satisfaction by the Completion Date or the Project is abandoned in whole or in part;
- (c) the Recipient makes a materially false or misleading statement concerning support by Her Majesty in any internal and/or public communication, other than in good faith;
- (d) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
- (e) an order is made or the Recipient has passed a resolution for the winding up of the Recipient, or the Recipient is dissolved;

- (f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold, disposed or transferred all or substantially all of its assets;
- (g) the Project is carried out outside of Southern Ontario, unless an exception is set out in Annex 1 – Statement of Work;
- (h) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Agency, the Minister, in this Agreement or in its application for the Contribution;
- (i) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;
- (j) the Recipient has not met or satisfied a term or condition under any other contribution agreement or agreement of any kind with Her Majesty;
- (k) the Recipient is not eligible or is otherwise not entitled to the Contribution; [or]
- (l) the Recipient has not complied with the reporting, monitoring, audit and evaluation requirements, specified in this Agreement.

12.2 **Notice of Breach and Rectification Period.** Except in the case of default under Subsection 12.1 (d), (e) and (f), the Minister will not declare that an Event of Default has occurred unless he has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred. During the period of time specified in the notice, the Minister may suspend payment of any claim submitted before or after the date of notice.

12.3 **Remedies.** If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:

- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
- (c) require the Recipient to repay forthwith to Her Majesty all or part of the Contribution, and that amount is a debt due to Her Majesty and may be recovered as such.

12.4 The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by Her Majesty in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies, provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.

### 13. **Miscellaneous**

- 13.1 The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.
- 13.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where an employee of the Recipient is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.

## 13.3 The Recipient represents and warrants that:

- (a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;
- (b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;
- (c) the Recipient or any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and
- (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.

## 13.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies set out in Subsection 12.3.

**14. General**

- 14.1 **Debt due to Canada.** Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.
- 14.2 **Interest.** Debts due to Her Majesty will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.
- 14.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.
- 14.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.
- 14.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.
- 14.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.
- 14.7 **Confidentiality.** Subject to the *Access to Information Act* (Canada), the *Privacy Act*, the *Library and Archives Act* of Canada and Annex 4 – Federal Visibility Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.
- 14.8 **International Disputes.** Notwithstanding Subsection 14.7 of this Agreement, the Recipient waives any confidentiality rights to the extent such rights would impede Her Majesty from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which Her Majesty is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defence of Her Majesty's interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure.

- 14.9 **Sharing of Information.** Notwithstanding Subsection 14.7 of this Agreement, by entering into this Agreement, the Recipient agrees that the Minister is authorized to share information pertaining to the Recipient, to its application for funding and/or this Agreement with Government of Canada departments and Crown corporations for the purposes of monitoring a funding agreement, avoiding fraud or non-compliance; and to support transparency and accountability. Disclosure of this information is subject to the relevant privacy and confidentiality laws including without limitation the *Privacy Act*.
- 14.10 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 14.11 **Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada), and all regulations made pursuant to that Act.
- 14.12 **No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- 14.13 **No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of Her Majesty, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of Her Majesty, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 14.14 **No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 14.15 **Public Dissemination.** All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the *Access to Information Act*, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.
- 14.16 **No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of the Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to the Project.
- 14.17 **Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 14.18 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.
- 14.19 **Business Information.** Notwithstanding anything else contained in this Agreement, the Minister shall be given the right to the use of any of the Recipient's publicly available business information about the Project (e.g. brochures, awareness, packages, etc.).
- 14.20 **Tax.** The Recipient acknowledges that financial assistance from government programs may have tax implications for its organization and that advice should be obtained from a qualified tax professional.

**15. Notice**

- 15.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or email (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by email shall be deemed to have been received when sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.
- 15.2 All notices must be sent to the following addresses:

**To the Minister**

Federal Economic Development Agency for  
Southern Ontario  
101-139 Northfield Drive West  
Waterloo, ON N2L 5A6  
**Attention: Canada Community  
Revitalization Fund**

Email: fdo.ccrf-fcfc.fdo@canada.ca

**To the Recipient**

The Corporation Of City of Port  
Colborne  
66 Charlotte Street  
Port Colborne, ON L3K3C8  
**Attention: Scott Luey, Chief  
Administrative Officer**

Email: cao@portcolborne.ca

- 15.3 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

**16. Special Conditions**

- 16.1 **Conditions Precedent.** As a condition precedent to the first disbursement of the Contribution:

- (a) the Recipient agrees to provide to the Minister an officer's certificate executed by an officer of the Recipient in the form prescribed by the Minister which includes certified copies of the Recipient's constating documents, by-laws and resolution authorizing the entering into of this Agreement;
- (b) the Recipient shall obtain and maintain general liability and property damage insurance. The Recipient agrees to provide certificates of insurance and such other evidence of insurance as the Minister may request;
- (c) the Recipient agrees to provide the Minister with a direct deposit authorization in the form prescribed by the Minister; and
- (d) the Recipient shall provide to the Minister the following, to the Minister's satisfaction:
  - (i) documents or evidence confirming Project financing has been secured.
  - (ii) a copy of the Recipient's conflict of interest policy
  - (iii) a copy of the Recipient's procurement policy

- 16.2 The Recipient represents and warrants that the Cash Flow Projection of the Project represented in Annex 1 – Statement of Work accurately reflects the projected cash flow of the Project and agrees and covenants that it shall promptly notify the Minister of any material changes as determined by the Minister to such projected cash flow and obtain the Minister's prior written consent to such changes.

*[remainder of page intentionally left blank]*



**17. Acceptance**

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project No.: 1000288

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per: **Neeve Zikman**  
Neeve Zikman, A/Manager  
Community Recovery Initiatives  
Federal Economic Development Agency  
for Southern Ontario

Digitally signed by Neeve Zikman  
DN: OU=BCDO, O=Federal Economic Development Agency for Southern Ontario,  
CN=Neeve Zikman, E=neeve.zikman@canada.ca  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2021.10.15 09:43:34 -0400  
Foxit Reader PDF Version: 10.1.4

THE CORPORATION OF CITY OF PORT COLBORNEError! Bookmark not defined.

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
**William C. Steele**  
Mayor

I have authority to bind the corporation.

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
**Amber Lapointe**  
City Clerk

I have authority to bind the corporation.

## Annex 1

## CANADA COMMUNITY REVITALIZATION FUND

**THE CONSTRUCTION OF PORT COLBORNE MULTI-PURPOSE COMMUNITY FACILITY -  
STATEMENT OF WORK**

Primary Project Location: 11 King Street, Port Colborne, ON L3K 4E6  
 Project Start Date: April 19, 2021  
 Project Completion Date: February 13, 2023

**Project Description/Purpose/Objective****OBJECTIVE**

By February 13, 2023, the City of Port Colborne will have site preparation and building foundation constructed for a 7,600sqft multi-purpose facility at 11 King Street, Port Colborne. This project will revitalize a key section of the downtown core to provide a much-needed, year-round space for indoor community gatherings. CCRF is contributing to the costs of site preparation and building foundation. The entire construction project is expected to be finalized by Summer 2024. The portion supported by CCRF will be completed by February 13, 2023.

**ACTIVITIES**

Activity	Estimated Completion Date
Demolition of City public works building, phase one architecture drawings, and phase one environmental site assessment	December 31, 2021
Phase two architectural plan & design	March 1, 2022
Site preparation, phase two environmental site assessment, designated substance survey report, and substance abatement/site remediation	May 1, 2022
Development concept and phase one engineering consulting	November 31, 2022
Site servicing, phase two engineering consulting, land excavation & building foundation	February 13, 2023

**Statement on Diversity and Inclusion**

The Agency and the Recipient recognize and acknowledge their shared commitment to support a more diverse and inclusive Southern Ontario and Canadian economy. Throughout the duration of the Project, the Recipient agrees to engage with the Agency on their approach(es) to fostering diversity and inclusion within their organization. Examples could include:

- Collecting data and preparing reports on the Recipient's workforce and participant (defined as collaborators, businesses supported, etc.) demographic composition (on a disaggregated basis) including baseline information;
- Developing and implementing a workplace diversity plan that could include efforts such as increasing senior leadership and workforce participation of underrepresented groups, providing skills development training programs for members of underrepresented groups as defined in the *Employment Equity Act*, or other initiatives;
- Identifying ways to leverage the supply chains and procurement opportunities within southern Ontario to access goods and services from businesses that are predominantly owned, operated and controlled by underrepresented groups as defined in the *Employment Equity Act* and consistent with the Government of Canada's Indigenous procurement practices, and
- Considering registering as a participant under Canada's 50-30 Challenge.

**Expected Results of the Project**

- City of Port Colborne has a prepared site and foundation constructed to enable the continued construction of a future year-round space for indoor community gatherings.
- The Recipient ensures that the infrastructure asset related to the Project will be completed and remain open, available and accessible to the public.

**Key Project Impacts****Table 2: Mandatory Indicators**

Measurement	At Project End
Total cash leveraged	\$ 250,000
Number of community public spaces created	1
Number of community public spaces expanded	0
Number of community public spaces improved	0

**Table 3:****Jobs (Mandatory)**

Jobs	Number of full-time equivalents <sup>1</sup>				Total
	Created		Maintained <sup>2</sup>		
	Permanent <sup>3</sup>	Temporary <sup>4</sup>	Permanent	Temporary	
Forecasted total jobs by Project Completion	4	0	1	0	5

<sup>1</sup>Full-time equivalent (FTE) is equivalent to one employee working full time or more than one person part-time, such that the total working time is the equivalent of one person working full-time. Generally, full-time positions will involve between 35 and 40 hours in a regular workweek. A FTE calculation is the total hours worked in a week divided by the regular workweek. FTEs do not include positions created as a result of subcontracts to undertake work on the project (e.g. construction, suppliers, etc.). The Recipient must be the employer of the FTEs reported in this table.

<sup>2</sup>Maintained refers to employment that existed prior to the project, but which would not have continued, or would have been unlikely to continue, if the project had not been funded.

<sup>3</sup>Permanent job is a position without a fixed end date.

<sup>4</sup>Temporary job is defined as a temporary or contract position with a fixed end date.

**Project Costs & Financing**

COSTS	Eligible & Supported <sup>1,2</sup>		Eligible & Not Supported	Ineligible	Total	
CAPITAL COSTS						
Facility construction/renovations <sup>4</sup>	\$ 360,000	48%	\$ 250,000	\$ 0	\$ 610,000	61%
Equipment purchases/installation	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
Other Capital Costs	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
NON-CAPITAL COSTS						
Labour (employees)	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
Expertise (consulting, contract) <sup>5</sup>	\$ 390,000	52%	\$ 0	\$ 0	\$ 390,000	39%
Other Non-Capital Costs	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
TOTAL	\$ 750,000	100%	\$ 250,000	\$ 0	\$ 1,000,000	100%

FINANCING	Eligible & Supported		Eligible & Not Supported	Ineligible	Total	
FedDev Ontario	\$ 750,000	100%			\$ 750,000	75%
Other Federal	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
Provincial	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
Municipal	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
Other Private (Equity/Financing)	\$ 0	0%			\$ 0	0%
Applicant Equity / Financing	\$ 0	0%	\$ 250,000	\$ 0	\$ 250,000	25%
<b>TOTAL</b>	<b>\$ 750,000</b>	<b>100%</b>	<b>\$ 250,000</b>	<b>\$ 0</b>	<b>\$ 1,000,000</b>	<b>100%</b>

CONTRIBUTION ALLOCATIONS BY FISCAL YEAR <sup>3</sup>	Eligible & Supported Project Costs	FedDev Ontario Contribution per Fiscal Year (\$, reimbursement %)	
2021-22	\$400,000	\$ 400,000	100%
2022-23	\$350,000	\$ 350,000	100%
<b>TOTAL</b>	<b>\$750,000</b>	<b>\$ 750,000</b>	<b>100%</b>

Notes:

1. Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
2. The Recipient shall not redirect funding amount between cost categories without the prior written consent of the Minister.
3. FedDev Ontario's contribution allocations by Fiscal Year will not be reallocated without the prior written consent of the Minister. The Minister has no obligation to pay any amounts in any other Fiscal Years than those specified above. Failure to adhere to Fiscal Year allocations can result in a reduced contribution amount.
4. Facility construction/renovations costs including but not limited to demolition, excavation, site preparation and servicing, environmental assessments, designated substance survey report, remediation, building foundation, concrete, framing and other building construction costs.
5. Expertise costs including but not limited to architecture design, development concept and engineering consulting fees.

**Annex 2****CANADA COMMUNITY REVITALIZATION FUND****COSTING GUIDELINE MEMORANDUM****1.0 General Conditions**

- 1.1 Costs are Eligible and Supported Costs for the purposes of this Agreement only if they are, in the opinion of the Minister:
- (a) directly related to the intent of the Project;
  - (b) reasonable;
  - (c) appear in Annex 1 - Statement of Work;
  - (d) incurred in respect of activities, which are incremental to the usual activities of the Recipient; and
  - (e) incurred between the Eligibility Date and the Completion Date.
- 1.2 Costs submitted for reimbursement must be net of any refund or eligible tax credits (including HST).
- 1.3 Costs incurred by way of the exercise of an option to purchase or hire are eligible, only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised and the costs incurred between the Eligibility Date and the Completion Date.
- 1.4 The costs of all goods and services acquired from an entity which, in the opinion of the Minister, is not at arm's length from the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.5 No cost described in Subsection 1.4 above shall be eligible for inclusion in Eligible and Supported Costs, unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide the Minister access to such books, accounts and records.

**2.0 Eligible Costs**

Where consistent with the approved Eligible and Supported Costs, as defined in Annex 1 - Statement of Work, the following criteria will be used in determining eligibility of costs:

**2.1 Travel Costs - Transportation**

Eligible and Supported Costs incurred for travel are those, which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged at actual costs, but only to the extent that they are considered reasonable by the Minister.

Necessary return airfare, train fare or bus fare at economy rates for participating personnel, where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible and Supported Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Food and accommodation costs are eligible only if deemed necessary to the performance of the Project in the opinion of the Minister. If eligible, food and accommodation allowances will be based on current Treasury Board of Canada Travel Directives.

Costs that are, in the opinion of the Minister, entertainment or hospitality costs are not eligible.

**2.2 Audit of Project Costs Claimed**

If expressly approved in writing by the Minister, Eligible and Supported Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

### 2.3 Consultants

The direct costs of studies and/or services carried out by a private contractor or consultant are eligible.

Where a particular contractor or consultant has been specified in the Agreement, and the Recipient wishes to proceed with the Project using another contractor or consultant, prior consultation with the Minister is advised to ensure eligibility.

The Minister shall not contribute to the cost of the services of any consultant that is not, in the opinion of the Minister, at arm's length from the Recipient.

### 2.4 Calculation of Direct Labour

Labour and benefit costs claimed by the Recipient as direct Eligible and Supported Costs toward the Project will include only that time worked directly on the Project at the payroll rate and excludes indirect time, non-project related time, holidays, vacation, bonuses, paid sickness, etc., except as noted below. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g. overtime, payment in lieu of vacation), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except those noted below.

Claims relating to the employer's portion of the Ontario Workplace Safety and Insurance Board (WSIB), statutory benefits (e.g., Canada Pension Plan (CPP), Employment Insurance (EI) and vacation) and discretionary benefits (i.e., dental, extended health, disability and life insurance, pension plans, holiday and paid leave) negotiated as part of collective agreements or other salary and benefit packages shall be limited to the lesser of:

- (a) actual cost; and
- (b) twenty percent (20%) of the payroll rate of each employee.

Benefits such as car allowances and other benefits beyond those listed above are not eligible.

### 2.5 Sales Taxes

Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an Eligible and Supported Cost on claims, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

### 2.6 Carbon Offset Credits

Eligible and Supported Costs include the purchase of eligible carbon offset credits from a vendor which has received third-party verification and adheres to internationally agreed standards including: Gold Standard, VER+, VERRA (formerly VCS, Verified Carbon Standard), and B.C. Offset System, and where the purchase of said eligible carbon offset credits are for events, conferences and travel related the Project, as may be permitted hereunder.

### 3.0 Ineligible Costs

For greater certainty, any costs that do not qualify as Eligible and Supported Costs in accordance with section 1.0 of this Annex, shall be ineligible for inclusion in the Eligible Costs. By way of example only, ineligible costs include, but are not limited to, the following:

- (a) costs of land, building or vehicle purchase;
- (b) refinancing;
- (c) costs of intangible assets such as goodwill, whether capitalized or expensed;
- (d) depreciation or amortization expenses;
- (e) interest on invested capital, bonds, debentures, or mortgages;
- (f) bond discount;
- (g) losses on investments, bad debts and any other debts;
- (h) fines or penalties;



- (i) costs related to litigation;
- (j) non-incremental wages;
- (k) fees for administrators, including payments to any member or officer of the Recipient's Board of Directors;
- (l) opportunity costs;
- (m) hospitality and entertainment costs;
- (n) costs of individual membership in a professional body (e.g. professional designations); and
- (o) lobbyist fees.

## Annex 3

## CANADA COMMUNITY REVITALIZATION FUND

REPORTING REQUIREMENTS

1. **Reports.** The Recipient shall submit to the Minister a report on the Project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the progress of the Project. Reports will be submitted on the dates described in the reporting schedule provided by the Minister. The Minister may reassess the reporting frequency from time to time at the Minister's sole discretion and notify the Recipient of any changes.
2. **Annual report.** The Recipient shall submit to the Minister an annual report on the Project no later than April 15 of each year, substantially in the form and substance prescribed by the Minister. The Recipient will include information on their diversity and inclusion approach including baseline information, and report on progress with respect to diversity and inclusion initiatives.
3. **Final Report.** In accordance with Subsection 6.6, the Recipient shall submit to the Minister a final report on the project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the outcome of the Project.
4. **Financial Statements and Insurance.** The Recipient shall submit to the Minister a copy of the Recipient's insurance policy and financial statements, accompanied by an externally prepared audit report or review report (as determined by the Minister) that has been issued by a licensed public accountant. These financial statements will be submitted within one hundred and eighty (180) calendar days of the Recipient's fiscal year end or within such longer period, as may be authorized in writing by the Minister.

**Annex 4****CANADA COMMUNITY REVITALIZATION FUND****FEDERAL VISIBILITY REQUIREMENTS**

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister for reasons of transparency and proactive disclosure.
2. In order to promote the support received from the Minister, and to raise awareness of the Agency's ongoing work and impact across Southern Ontario, the Recipient agrees to, at the request of the Agency:
  - Participate in and assist with the coordination of a public announcement of the Projects in the form of an event and/or news release, as determined by the Minister. The Recipient shall maintain the confidentiality of this Agreement until the public announcement takes place;
  - Highlight project achievements and milestones in the form of public events and/or news releases;
  - Celebrate project completion in the form of a public event and/or news release; and
  - Participate in and assist with activities and projects intended to demonstrate the Agency's impact across Southern Ontario, including, but not limited to: photo opportunities, site visits, success stories (in written and/or video formats), and promotion across available traditional and digital media platforms.

All public events requested by the Recipient are at the discretion of the Minister and will be supported by the Agency's Communications Branch. Notice of fifteen (15) business days must be given to the Minister for any public event.

For the activities listed above, the Minister may require access to the Recipient's work site(s), but only insofar as trade secrets or sensitive material, such as intellectual property or proofs of concept that may exist under or be in the patent process, are not divulged.

3. The Recipient agrees to include the appropriate "Government of Canada" wordmark and/or Agency funding acknowledgement in all publications and activities that describe or promote the products and services funded in whole or in part by this Agreement, including, but not limited to, web sites, social media, digital and print media. All official government identifiers will be provided to the Recipient by the Agency and must be approved by the Agency prior to publication. The Recipient will provide the Agency with no less than ten (10) business days for the approval of all materials prior to its release. The Recipient will acknowledge the support received from Her Majesty in all communication and promotional activities until twelve (12) months following the Project Completion Date.

The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.

Visibility requirements may be exempted in circumstances where public acknowledgement of Ministerial support is detrimental to the Recipient and/or the Project. These cases must be made known to the Minister.



The Corporation of the City of Port Colborne

By-law No. \_\_\_\_\_

Being a By-law to Authorize Entering into an Agreement with Canada  
Community Revitalization Fund

Whereas at its meeting of October 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Office Report No. 2021-273, Subject: Contribution Agreement – Canada Community Revitalization Fund; and

Whereas Council is desirous of entering into a Contribution Agreement with Her Majesty The Queen in Right of Canada hereby represented by the Ministry responsible for Federal Economic Development Agency for Southern Ontario – Canada Community Revitalization Fund; 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 Contribution Agreement with Her Majesty the Queen in Right of Canada hereby represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario – Canada Community Revitalization Fund for funding for the Waterfront Centre.
2. That the Mayor and the 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 or any other phase for the Minister responsible for Federal Economic Development Agency for Southern Ontario, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 25th day of October, 2021.

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William C. Steele  
Mayor

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Amber LaPointe  
City Clerk

**Subject: Accessible Parking – Fares Street**

**To: Council**

**From: Community Safety & Enforcement Department**

Report Number: 2021-271

Meeting Date: October 25, 2021

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**Recommendation:**

That Community Safety & Enforcement Department Report 2021-271 be received;

That Council approve installing an accessible parking space on Fares Street from 36m north of Bell Street to 8m north therefrom, south of Dewitt Carter Public School; and

That by-laws to amend By-law No. 89-2000, Being a By-law to Regulating Traffic and Parking on City Roads, and By-law 4310/146/02, Being a By-law Prescribing On and Off Street Parking for Persons with Disabilities within the City of Port Colborne, be brought forward.

---

**Purpose:**

The purpose of this report is to review the accessible parking request of Principal Todd Acaster of Dewitt Carter Public School and provide a recommendation to Council.

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**Background:**

The Principal requested that an on-street accessible parking space be designated near the school. Schedule “I” of By-law 4310/146/02 Being a By-law prescribing on and off-street parking for persons with disabilities within the City of Port Colborne, sets out and establishes designated spaces on streets and highways.

---

**Discussion:**

The location of accessible parking spaces should be located on a hard and level surface at or near an entrance.

This property is located on the east side of Fares Street. The request is to install an accessible parking space in front of the school. The parking area in front of 435 Fares Street is fully established as a school bus loading zone for multiple buses to shuttle children to and from the school. This area is a mixed zoned area.

Staff spoke with Principal Todd Acaster regarding the preferred locations to establish an accessible stall. The preferred location is south of the school bus loading zone, located in front of the playground located between the school and the City's former Fire Station #2. This would remove the existing 15-minute parking.

See map attached as Appendix C for reference.

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### **Internal Consultations:**

The Joint Accessibility Advisory Committee (JAAC) does not have an upcoming meeting scheduled to provide an opportunity to review this request in a timely manner. However, the staff liaison to the JAAC reviewed the request and associated recommendation and advised that the JAAC is generally supportive of additional accessible parking stall requests. Staff were also advised to ensure that the additional parking space adheres to the *Integrated Accessible Standard Regulations of the Ontarians with Disabilities Act*, 2005, S.O. 2005, c.11.

Public Works has no objection to the creation of an accessible parking stall at this location. A sign and stall painting will be required, and Public Works will arrange for this upon approval.

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### **Financial Implications:**

One sign indicating an accessible parking space for persons with disabilities will need to be installed as well as marking out and painting the stall and the disabled parking permit symbol. The cost associated will be absorbed within the current operating budget of the City.

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### **Conclusion:**

Based on the above noted information, staff are recommending that an accessible stall be implemented on Fares Street.

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### **Appendices:**

- a. Draft by-law amendments to By-law 89-2000, Being a By-law to Regulating Traffic and Parking on City Roads, and By-law 4310/146/02, Being a By-law Prescribing On and Off Street Parking for Persons with Disabilities within the City of Port Colborne
- b. DeWitt Carter Public School, written request dated September 9, 2021
- c. Aerial view of area

Respectfully submitted,

Sherry Hanson  
Manager of By-law Services  
905-835-2900 ext. 210  
[Sherry.Hanson@portcolborne.ca](mailto:Sherry.Hanson@portcolborne.ca)

### **Report Approval:**

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



The Corporation of the City of Port Colborne

By-Law no. \_\_\_\_\_

Being a By-law to Amend By-law No. 89-2000, as Amended,  
Being a By-law Regulating Traffic and Parking on City Roads (Fares Street)

Whereas the Council of the Corporation of the City of Port Colborne is desirous of amending the provisions of By-law 89-2000, as amended, in accordance with the recommendations of Community Safety and Enforcement Department Report No. 2021-271 Subject: Accessible Parking - Fares Street, approved on October 25, 2021;

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

1. That By-law 89-2000, as amended, be further amended by deleting the following from Schedule “E”, “Limited Parking Restrictions”:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>		<u>Column 4</u>	<u>Column 5</u>
Highway	Side	From	To	Times/Days	Maximum
Fares Street	East	38.2m north of Bell Street	26.8m north therefrom	8:00 a.m. to 6:00 p.m. Mon. to Fri	15 mins.

2. The provisions of this by-law shall take effect on the day of passing, subject to the display of official signs.

Enacted and passed this 25th day of October, 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 Amend By-law No. 4310/146/02  
Being a By-law Prescribing On and Off Street Parking  
for Persons with Disabilities within the City of Port Colborne

Whereas the Council of The Corporation of the City of Port Colborne (Council) enacted By-law 4310/146/02, Being a By-law Prescribing On and Off-Street Parking for Persons With Disabilities Within the City of Port Colborne, on the 25<sup>th</sup> day of November 2002; and

Whereas By-law 4310/146/02 has been amended from time to time; and

Whereas Council is desirous of further amending By-law 4310/146/02 in accordance with the recommendations of Community Safety and Enforcement Department Report No. 2021-271, Subject: Accessible Parking - Fares Street, approved on October 25, 2021;

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

1. That Schedule “I” to Bylaw 4310/146/02 as amended, be further amended by adding the following thereto:

Column 1	Column 2	Column 3		Column 4
Highway	Side	From	To	Times/Days
Fares Street	East	38m north of Bell St.	6m north therefrom	Anytime

2. The provisions of this By-law shall take effect on passing, subject to the display of official signs.

Enacted and passed this 25th day of October, 2021.

\_\_\_\_\_  
William C. Steele  
Mayor

\_\_\_\_\_  
Amber LaPointe  
City Clerk



September 9<sup>th</sup>, 2021

To: Port Colborne City Clerk

Attn: Amber LaPointe

I am writing this letter as a request to have it reviewed for an accessible parking spot to be considered on 435 Fares St. in front of DeWitt Carter Elementary School. Our building is now fully accessible with a ramp, chairlift, elevator and accessible washrooms. We have a student starting with us this year who will be requiring some of these things and I had a request from the parent about a designated special access parking spot closer to our entrance to help with their entry and dismissal. If I could have the Council review this and look at an agreeable location for it to be placed near our bus loading zone, I would appreciate this consideration. Please let me know if you need any other information. I can be reached at DeWitt Carter School with the contact information I've given below.

Respectfully,

Todd Acaster,

Principal, DeWitt Carter Public School

todd.acaster@dsbn.org

435 Fares Street, Port Colborne, ON

(905) 834-7440







**Subject: 2021 Drinking Water Operational Plan**

**To: Council**

**From: Public Works Department**

Report Number: 2021-267

Meeting Date: October 25, 2021

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**Recommendation:**

That Public Works Department Report 2021-267 be received; and

That Council endorse the Port Colborne Water Distribution System Quality Management System Operational Plan attached as Appendix A of Public Works Report 2021-267.

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**Purpose:**

The Port Colborne Water Distribution System Quality Management System Operational Plan (Operational Plan) has been updated to reflect the 2021 staffing and organizational changes within the Water Wastewater Division. Council's endorsement of the revised Operational Plan is required to fulfil the requirements of the Drinking Water Quality Management Standard under the *Safe Drinking Water Act, 2002*.

---

**Background:**

The Municipal Drinking Water Licensing Program implemented by the Ministry of Environment, Conservation and Parks (MECP) requires all municipal drinking water systems to be operated by accredited Operating Authorities. As part of this accreditation, Operational Plans are required to be endorsed by water system owner representatives.

The Operational Plan must satisfy the requirements of the MECP's Drinking Water Quality Management Standard which requires that the owner of a drinking water system develop a Quality Management System (QMS) that is relevant and appropriate for the system. A QMS consists of a set of policies, procedures and objectives that direct and control an organization with respect to quality.

The City's Drinking Water Quality Management System (DWQMS) is documented within the Operational Plan. The DWQMS focuses on a proactive and preventative approach to manage risks to public health, establishes and documents management procedures, clearly identifies roles and responsibilities and focuses on continual improvement of the management system.

The City's Operational Plan was last endorsed by Council on February 25, 2019. Re-endorsement is required following any significant changes to the Operational Plan or when a new Council term commences. In 2021, a new Manager of Water Wastewater position was created and as such the organizational structure, roles and responsibilities outlined in Section 9 of the Operational Plan must be adjusted to reflect the latest changes.

---

## **Discussion:**

The Operational Plan undergoes a review whenever changes to the Operating Authority are made and is part of a continual improvement process. As such, following the changes to the Public Works Department structure in 2021 and the addition of the new Manager of Water Wastewater position, an update to the Operational Plan was made to reflect the new organizational structure. The revisions were fairly minor in nature and predominantly focused on Section 9 of the Operational Plan. The following were changes that were made:

- Added in the Manager of Water Wastewater position to the associated roles, responsibilities, and authorities
- Modified the Supervisor of Water Wastewater to reflect the position title change and update the associated roles, responsibilities, and authorities
- Modified the Crew Lead position to reflect updated roles, responsibilities, and authorities
- Added in the position of Climate Change Coordinator as a backup QMS representative
- Modified other position titles and department names as required
- Updated the Organizational Chart
- Updated new City logo branding
- Administrative revisions

---

## **Financial Implications:**

There are no financial impacts as result of this report.

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**Strategic Plan Alignment:**

The initiative contained within this report supports the following pillar(s) of the strategic plan:

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

**Conclusion:**

With the City's ongoing commitment to the DWQMS and continual improvement initiatives, the Operating Authority can continue to provide a safe, reliable and sustainable supply of municipal drinking water for its residents and businesses. Endorsement of the DWQMS Operational Plan demonstrates Council's commitment, as the Owner of the drinking water system, to the provision of safe drinking water and the principles of quality management and continual improvement.

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**Appendices:**

- a. Operational Plan

Respectfully submitted,

Cassandra Banting  
Environmental Compliance Supervisor  
905-835-2900 Ext. 250  
[Cassandra.Banting@portcolborne.ca](mailto:Cassandra.Banting@portcolborne.ca)

**Report Approval:**

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



**PORT COLBORNE**

## **WATER DISTRIBUTION SYSTEM**

Waterworks Number: 260001643

# **QUALITY MANAGEMENT SYSTEM OPERATIONAL PLAN**



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## PORT COLBORNE

### Quality Management System Operational Plan

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#### A. INTRODUCTION

##### 1. Purpose

The purpose of this Operational Plan is to document the Quality Management System (QMS) developed and implemented by the City of Port Colborne for the operation and maintenance of its water distribution system.

This Operational Plan includes references to all components of the Drinking Water Quality Management Standard.

##### 2. Scope

This Operational Plan covers the activities and personnel associated with all operational aspects of the drinking water distribution system for the City, identified by waterworks number 260001643.

This Operational Plan, the procedures, work instructions and other DWQMS documentation that are referenced herein have been developed in accordance with the legislated requirements for the provision of safe drinking water in the Province of Ontario.

The application of this Plan, and associated procedures and work instructions begins at the point where treated water enters the watermain from the treatment facilities and ends at the property lines of the consumers.

##### 3. References

- Drinking Water Quality Management Standard, February 2017
- Safe Drinking Water Act, 2002 and applicable regulations

##### 4. Definitions and Acronyms

**CCL** – Critical Control Limit

**CCP** – Critical Control Point

**City** – City of Port Colborne

**DWQMS or Standard** – Drinking Water Quality Management Standard

**OIC** – Operator-In-Charge

**OP** – Operational Plan

**ORO** – Overall Responsible Operator

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**QMS** – Quality Management System

**QMS Rep** – QMS Representative

**Region** – Regional Municipality of Niagara

**PCDS** – Port Colborne Distribution System

## **B. OPERATIONAL PLAN**

### **1. Quality Management System**

The City of Port Colborne has prepared this Operational Plan, in conformance with the DWQMS, to document the City's commitment to providing clean, safe and reliable drinking water throughout the City's water distribution system. The development and continual improvement of the OP will help ensure that all regulatory requirements are met and that consumers can be confident that their drinking water will be protected through the effective implementation of the QMS at the City.

### **2. Quality Management System Policy**

The City of Port Colborne is committed to provide safe and reliable drinking water of high quality to the consumer. In particular, the City makes the following commitments:

- To provide safe and reliable drinking water to the consumer;
- To comply with, or exceed, applicable legislation and regulations;
- To implement, maintain, and continually improve the Quality Management System;
- To deliver excellent customer service through listening and communicating with the public regarding safe drinking water.

These commitments have been summarized in a poster, QMS-PP, provided in Appendix 1, which shall be displayed at City owned properties, and provided on the City's website in order to inform water consumers of the City's commitments.

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### 3. Commitment and Endorsement

The City of Port Colborne supports the implementation, maintenance and continual improvement of the drinking water QMS (Quality Management System) for the City of Port Colborne water distribution system, as described in the Operational Plan. The Owner (the Mayor and Council), endorses this Operational Plan through a Council Resolution within one (1) year following the election of a new Council, or following significant changes to the Operational Plan. Council's endorsement is provided in Appendix 2. Top Management (Director of Public Works and Manager of Water Wastewater), by signing below, acknowledges the need for a Drinking Water QMS and the responsibility for providing sufficient resources to maintain and continually improve the QMS.

\_\_\_\_\_  
Director of Public Works (Top Management)  
Chris Kalimootoo

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager of Water Wastewater (Top Management)  
Darlene Suddard

\_\_\_\_\_  
Date

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#### 4. Quality Management System Representative

The City of Port Colborne has appointed and authorized the Environmental Compliance Supervisor as the Quality Management System Representative, who, irrespective of other duties, has the following responsibilities including, but not limited to:

- Ensuring that processes and procedures needed for the QMS are established and maintained,
- Reporting to Top Management on the performance of the QMS and any needed improvement,
- In cooperation with all Operating Authority staff, ensuring that current versions of documents required by the QMS are easily identified, retrievable and being used at all times,
- In cooperation with Operating Authority staff, ensuring that personnel are aware of all applicable legislative and regulatory requirements that pertain to their duties for the operation of the subject system;
- Promoting awareness of the QMS throughout the operating authority.

Additional responsibilities and authorities are detailed in Section 9.

#### 5. Document and Records Control

Document and record control is an essential part of the QMS. To ensure all QMS documents and records are current, legible, identified and retrievable, a document and record control procedure has been developed and implemented:

*Procedure      QMS-SOP05-1      Document and Record Control*

This procedure also details how QMS documents and records are stored, protected, retained and disposed of.

#### 6. Drinking Water System

The City of Port Colborne is the Owner and Operating Authority of the Port Colborne Distribution System, which serves approximately 16,000 residents. The PCDS is a standalone, Class 1, distribution system, with no downstream connections, and obtains water from the Region, who is the owner and operating authority of the Port Colborne Drinking Water System, which consists of

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the Port Colborne Water Treatment Plant (WTP), the Fielden Avenue Reservoir, the Barrick Road Water Tower and trunk water mains. Treated water is purchased from the Region on a volume basis and distributed through the City owned distribution system via Region owned trunk mains.

The Region draws water from the Welland Canal, treats it at the WTP (using only sodium hypochlorite and aluminum sulphate, Liquid Polymer (Nalcolyte 8100), according to the Region's annual report), and is responsible for sampling, testing and monitoring water at and leaving the WTP.

The City of Port Colborne does not perform any secondary disinfection, as the WTP sufficiently chlorinates the water to meet the minimum requirement of >0.05 mg/L free chlorine residual. The City performs flushing activities on an as-needed basis to maintain free chlorine residuals throughout the PCDS. The distribution system has an average pressure of 58 psi, with pressure maintained by the Region's Barrick Road Water Tower together with the Fielden Avenue Reservoir. As a result, booster pumps are not required. The City and the Region have a Memorandum of Understanding, dated April 21, 2016, which details not only where ownership demarcation points are, but also detail water quality, supply, maintenance, mutual assistance, emergency response, customer complaints and communication requirements.

The description of the PCDS is updated when required.

## 7. Risk Assessment

The City assesses potential risks to the PCDS at scheduled intervals, as per the risk assessment process detailed in:

*Procedure QMS-SOP07-1 Risk Assessment*

This procedure also ensures that any changes to the PCDS are assessed to ensure any potential risks and CCP's are identified.

## 8. Risk Assessment Outcomes

A summary of Risk Assessment Outcomes are provided in Table 8.1: Risk Assessment Outcomes, in Appendix 3. As indicated on the Table, the identified CCP, and the CCL, where applicable, are addressed in:

*Procedure QMS-SOP11-1 Personnel Shortage Contingency Procedure*  
*Operational Procedure C1 Adverse Drinking Water Quality Incident Notification –Port Colborne Distribution System and Sherkston Community Centre Cistern System*  
*Operational Procedure C2 Repair of Watermain Breaks*

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Operational Procedure C5 Corrective Action for Adverse Water Quality – Distribution System

Procedure QMS-SOP18-1 Provision of Drinking Water in a Distribution System Emergency

## 9. Organizational Structure, Roles, Responsibilities and Authorities

### 9.1 Organizational Chart

The organizational chart showing the Owner, Top Management and Operating Authority is provided in Figure 9.1: Drinking Water Responsibilities Organizational Chart, in Appendix 4.

### 9.2 Roles, Responsibilities and Authorities

Table 9.2: Roles, Responsibilities and Authorities

#### Mayor and Council (Owner)

Responsibilities	Authorities
Ultimate responsibility for ensuring the provision of safe drinking water. Other responsibilities related to the provision of safe drinking water are: <ul style="list-style-type: none"> <li>• Provide resources and infrastructure necessary to comply with legislation.</li> <li>• Ensure compliance and proper accreditation according to the requirements of the Safe Drinking Water Act, Drinking Water Quality Management Standard and associated regulations.</li> <li>• Endorse the QMS</li> </ul>	<ul style="list-style-type: none"> <li>• Financial and administrative authority relating to the distribution of safe drinking water.</li> </ul>

#### Director of Public Works (Top Management)

Responsibilities	Authorities
Reporting to the system Owner, the Director of <u>Public Works</u> is the link between the system Owner and the Operating Authority. Other responsibilities related to the provision of safe drinking water are: <ul style="list-style-type: none"> <li>• Request funding required to maintain system</li> <li>• Recommend improvements to system</li> <li>• Provide budgetary information to the Owner</li> <li>• Provide the Owner with technical and administrative information</li> <li>• Participate in Management Review</li> </ul>	<ul style="list-style-type: none"> <li>• Create administrative and technical policy when necessary</li> <li>• Manipulate long term capital plan when necessary</li> </ul>

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**Manager of Water Wastewater**

<i>Responsibilities</i>	<i>Authorities</i>
<p>The Manager of <u>Water Wastewater</u> is responsible for the organization, operation, strategic planning and efficient delivery of drinking water services. Specific responsibilities include:</p> <ul style="list-style-type: none"> <li>• Ensure sufficient resources for the <u>inspection, maintenance, rehabilitation and construction of the water distribution system</u></li> <li>• Ensure that Water Operators remain certified</li> <li>• Participate in Management Review</li> <li>• <u>Participate in Infrastructure Review</u></li> <li>• Staff hiring and evaluation</li> <li>• Approve payments for goods and services <u>beyond the signing authority of the Water Wastewater Operations Supervisor, as per corporate purchasing policy</u></li> <li>• Prepare operating <u>and capital</u> budget submissions</li> <li>• Provide direction to the <u>Water Wastewater Operations Supervisor</u> and Operators regarding operation and maintenance of the systems which meets or exceeds the requirements of all relevant legislation and regulations, and the City of Port Colborne's policies and procedures</li> <li>• Develops, directs and evaluates <u>inspection and maintenance activities</u></li> </ul>	<ul style="list-style-type: none"> <li>• Make suggestions to improve QMS and Operational Plan</li> <li>• Appoint Primary and Supplemental OIC(s)</li> <li>• Staffing for unionized and non-unionized positions in <u>water and wastewater division</u></li> <li>• Approval of expenditures <u>beyond the signing authority of the Water Wastewater Operations Supervisor</u> as per corporate purchasing policy</li> <li>• Procurement of resources – staffing and materials in a distribution system emergency</li> <li>• </li> </ul>

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**Water Wastewater Operations Supervisor (ORO, Primary OIC)**

<i>Responsibilities</i>	<i>Authorities</i>
<p>The Water Wastewater Operations Supervisor is the ORO for the PCDS and is responsible for the day-to-day operation of the system.</p> <ul style="list-style-type: none"> <li>• ORO duties as described in O. Reg 128/04</li> <li>• OIC duties as described in O. Reg 128/04</li> <li>• Ensure the system is operated in accordance with all applicable legislation and regulations</li> <li>• Ensure Water Operators are trained appropriately</li> <li>• Schedule staff</li> <li>• Oversee equipment calibration</li> <li>• Respond immediately and effectively to an emergency</li> <li>• Staff hiring and evaluation</li> <li>• Ensure submission of water samples to accredited laboratory</li> <li>• Ensure that Water Operators remain certified</li> <li>• Participate in Management Review</li> <li>• Participate in Infrastructure Review</li> <li>• Assist with the preparation of operating and capital budget submissions</li> <li>• Development and review of procedures and processes for assuring water quality</li> <li>• Provide direction to Operators with regard to operation and maintenance of the systems which meets or exceeds the requirements of all relevant legislation and regulations, and the City of Port Colborne's policies and procedure</li> <li>• Recommend to the Manager of <u>Water Wastewater</u> ways to improve water quality and operational effectiveness</li> <li>• Ensure scheduled equipment maintenance is performed and output maintained</li> </ul>	<ul style="list-style-type: none"> <li>• ORO authority as described in O. Reg 128/04</li> <li>• OIC authority as described in O. Reg 128/04</li> <li>• Delegate or appoint Acting ORO</li> <li>• Review and approve procedures and processes for assuring water quality</li> <li>• Review and approve procedures and processes for assuring water quality</li> <li>• Ensure delivery and quality of maintenance activities</li> <li>• Approval of expenditures as per corporate purchasing policy</li> <li>• Ensure adverse incidents addressed as per legislative requirements</li> <li>• Directs the Water Wastewater Operations Crew Leader and Operators in daily activities</li> <li>• Make suggestions to improve QMS and Operational Plan</li> <li>• Order supplies as needed</li> </ul>

**Water Wastewater Operations Crew Leader (Supplemental OIC, Acting ORO and Acting Primary OIC)**

<i>Responsibilities</i>	<i>Authorities</i>
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<p>The <u>Water Wastewater Operations</u> Crew Leader is a licensed Water Operator and OIC on a daily basis.</p> <ul style="list-style-type: none"><li>• OIC duties as described in O. Reg 128/04</li><li>• <u>Responsibilities as above when Acting ORO</u></li><li>• See Water Operators for additional responsibilities</li></ul>	<ul style="list-style-type: none"><li>• OIC authority as described in O. Reg 128/04</li><li>• <u>Authorities as above when Acting ORO</u></li><li>• <u>Direct operators in day to day activities</u></li><li>• <u>Make suggestions to improve QMS and Operational Plan</u></li><li>• See Water Operators for additional responsibilities</li></ul>
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**Water Operators (Supplemental OICs)**

<i>Responsibilities</i>	<i>Authorities</i>
<ul style="list-style-type: none"> <li>OIC duties as described in O. Reg 128/04 (Class 1 or higher Operators only – OITs ineligible for OIC designation)</li> <li>Set operational parameters or direct or instruct other operators on same (When Supplemental OICs)</li> <li><u>Oversee, monitor and verify the work of contractors installing water services from the watermain to the property line</u></li> <li>Drinking water tests</li> <li>Regular maintenance</li> <li>Report any incidence of non-compliance</li> <li>Respond to repairs to the system</li> <li>Conduct regular checks on monitoring equipment</li> <li>Input lab and sampling results into WaterTrax</li> <li>Follow SOPs and QMS requirements</li> <li>Operate processes and equipment safely, in accordance with manuals</li> <li>Make adjustments as needed</li> <li>Complete and maintain records</li> <li>Use and maintain equipment</li> </ul>	<ul style="list-style-type: none"> <li>OIC authority as described in O. Reg 128/04 (Class 1 or higher Operators only – OITs ineligible for OIC designation)</li> <li>Make suggestions to improve QMS, SOPs and Operational Plan</li> </ul>

**Construction Inspector**

<i>Responsibilities</i>	<i>Authorities</i>
<ul style="list-style-type: none"> <li>Oversee, monitor and verify the work of contractors: <ul style="list-style-type: none"> <li>hired by the City to install watermain</li> <li>installing private services/fire lines larger than 3 inches in diameter that connect to the City's distribution system</li> </ul> </li> <li>Conduct sampling to verify disinfection in accordance with watermain commissioning protocol</li> </ul>	<ul style="list-style-type: none"> <li>Authority to halt construction if the Contractor is not in compliance with any of the relevant specifications and/or procedures</li> </ul>

**Facilities Technician- Fluid Mechanical**

<i>Responsibilities</i>	<i>Authorities</i>
<ul style="list-style-type: none"> <li><u>Test backflow devices</u></li> </ul>	<ul style="list-style-type: none"> <li><u>Authority to test backflow devices and require repairs if they fail</u></li> </ul>

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**Environmental Compliance Supervisor (QMS Representative)**

<u>Responsibilities</u>	<u>Authorities</u>
<p>The QMS Rep reports the current performance of the QMS to Top Management. In addition to the specific responsibilities outlined in Section 4, the QMS Rep is responsible for:</p> <ul style="list-style-type: none"> <li>Control and maintenance of documents and records</li> <li>Facilitating Top Management reviews and the Risk Assessment process</li> <li>Providing compliance related training to Water/Wastewater staff</li> <li>Ensuring corrective and preventive actions are completed and maintained</li> <li>Developing and maintaining the internal audit program</li> </ul>	<ul style="list-style-type: none"> <li>Report and recommend any resource needs in order to ensure conformance to the QMS</li> <li>Create and update SOPs, make changes to the Operational Plan and QMS as needed.</li> <li>Represent Port Colborne at Regional and Provincial meetings.</li> </ul>

**Climate Change Coordinator (backup QMS Representative)**

<u>Responsibilities</u>	<u>Authorities</u>
<ul style="list-style-type: none"> <li><u>Responsibilities as above when Acting QMS Representative</u></li> </ul>	<ul style="list-style-type: none"> <li><u>Authorities as above when Acting QMS Representative</u></li> </ul>

**10. Competencies**

Personnel competencies are listed in Table 10.1, with additional required knowledge, skills and abilities relevant to specific positions described in corporate job descriptions. Annual training activities are provided to ensure that personnel meet or exceed the minimum standards for annual training and continuing education hours, as established in O. Reg. 128/04, to maintain operator certification. Training is also provided, as required, to ensure other required competencies and certificates (i.e. First Aid) are maintained. All training records are maintained by the QMS Representative in an Excel spreadsheet.

Additionally, personnel receive refresher training in the QMS to ensure that they are aware of the relevance of their duties and how they affect safe drinking water. This training is conducted by the QMS Rep, who maintains records of the training, and is detailed in:

Procedure      QMS-SOP12-1      Communications

Training effectiveness is evaluated.

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Table 10.1: Competency requirements for personnel whose duties directly affect the PCDS

Position	Required Competencies and Certificates	Desired Competencies*
<u>Water Wastewater Operations Supervisor</u> (Designated ORO, Primary OIC, non-union staff)	<ul style="list-style-type: none"> <li>• Class 1 Water License</li> <li>• Valid DZ driver's license</li> <li>• First Aid/CPR</li> <li>• WHMIS</li> <li>• Confined space entry</li> <li>• QMS Awareness</li> </ul>	<ul style="list-style-type: none"> <li>• Information Technology skills</li> <li>• Administrative skills</li> </ul>
<u>Water Wastewater Operations Crew Leader</u> (Supplemental OIC, Acting ORO and Primary OIC if Supervisor is absent, union staff)		
Water Operators (Supplemental OICs, union staff)		
Construction Inspector (union staff)	<ul style="list-style-type: none"> <li>• Proficient comprehension of engineering drawings, principles, construction procedures and standards</li> <li>• Knowledge of watermain installation &amp; testing requirements in AWWA C651, DWWP, contract documents etc.</li> <li>• Class 1 or OIT water license</li> <li>• WHMIS</li> <li>• QMS Awareness</li> </ul>	

\*Information Technology skills are defined as but not limited to skills dealing with e-mail, spreadsheets and database knowledge. Administrative skills are defined as but not limited to skills dealing with fellow employees, citizens and those contracted by the City. Administrative and Information Technology skills are obtained via practical experience with limited instruction.

## 11. Personnel Coverage

The PCDS is staffed regularly Monday to Friday. Hours depend on time of year; 08:00 to 16:00 from August 31 to May 1 (approximate) and 07:00 to 15:00 from May 1 to August 31 (approximate). Schedules are set by the Water Wastewater Operations Supervisor. During regular operating hours, any PCDS issues are initially received by Operations administrative staff, who forward the information to the Water Wastewater Operations Supervisor. The Water Wastewater Operations Supervisor then directs the appropriate personnel to resolve the issue.

The City's PCDS requires minimal staffing during off hours. However, if a situation does arise where more staff is required, the necessary information can be found contained within the On-

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Call List. Service calls during off hours are received by the On-call Supervisor/Crew Leader via an answering service. Once a call is received and the On-call Supervisor/Crew Leader determines it is a PCDS issue, a call is placed to the On-call Water Operator.

The Water Wastewater Operations Supervisor is the designated ORO for the PCDS. In the event the designated ORO is absent the Acting ORO is the Water Wastewater Operations Crew Leader, as indicated in Table 10.1 above, and detailed in:

### *Port Colborne Distribution System Emergency Preparedness Plan*

In the event of a personnel shortage, coverage is achieved as detailed in:

*Procedure QMS-SOP11-1 Personnel Shortage Contingency Procedure*

## **12. Communications**

The QMS is communicated from Top Management to the Owner, OA personnel, suppliers and the public through a variety of methods, which have been detailed in:

*Procedure QMS-SOP12-1 Communications*

## **13. Essential Supplies and Services**

Where applicable, supplies shall adhere to AWWA and ANSI standards. All laboratory analysis shall be conducted by accredited, licensed laboratories.

The water supply inventory is set with ordering points determining when supplies are ordered, and the quantity required. Received orders are visually checked against the packing slip and then the packing slip is checked against the purchase order. The Water Wastewater Operations Supervisor shall further verify any ordered material that requires knowledge of water industry terminology.

PCDS supplies are available 24 hours a day, 7 days a week in the Stores Department at the Engineering and Operations Centre.

Supplies and services considered essential for the delivery of safe drinking water, and the procedure by which the City ensures their quality are detailed in:

*Procedure QMS-SOP13-1 Essential Supplies and Services*

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## 14. Review and Provision of Infrastructure

The City reviews the PCDS infrastructure once every calendar year to ensure the adequacy of the infrastructure necessary to operate and maintain the PCDS. The procedure for the review is detailed in:

*Procedure      QMS-SOP14-1      Review and Provision of Infrastructure*

## 15. Infrastructure Maintenance, Rehabilitation and Renewal

The City addresses infrastructure maintenance, rehabilitation and renewal programs through three methods: planned maintenance, unplanned maintenance and renewal and rehabilitation. These activities are detailed in:

*Procedure      QMS-SOP15-1      Infrastructure Maintenance and Replacement*

## 16. Sampling, Testing and Monitoring

Sampling, testing and monitoring activities are conducted throughout the PCDS and are conducted in accordance with O.Reg 170/03 and as per:

*Procedure      QMS-SOP16-1      Sampling, Testing and Monitoring*

## 17. Measurement and Recording Equipment Calibration and Maintenance

Measuring and recording equipment used to monitor the quality of water includes but is not limited to:

- Colorimeter
- pH meter
- turbidity meter

This equipment is calibrated and maintained on a regular basis, as detailed in:

*Procedure      QMS-SOP17-1      Control of Monitoring and Measuring Devices*

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## 18. Emergency Management

Some emergency situations/service interruptions that could occur include, contamination, transmission line or major watermain breaks, or interruptions in pressure. The Risk Assessment Outcomes in Section 8 can be referenced for emergency procedures or contingency plans. Specific responses for drinking water system emergencies and training requirements are detailed in:

*Port Colborne Distribution System Emergency Preparedness Plan*

In addition to the above, the City has an Emergency Plan in accordance with prevailing legislation and regulations which is updated annually. The Director of Public Works maintains a copy of the corporate Emergency Plan in their office, located at the Engineering and Operations Centre.

The responsibilities of all positions within the municipality during an emergency are listed in the Emergency Plan, as is the emergency communication protocol.

## 19. Internal Audits

The QMS Rep ensures that all elements of the QMS are audited within the three (3) year audit cycle, with specific processes audited once every calendar year, to evaluate conformity to the DWQMS. Internal audit criteria, frequency, scope, methodology and recordkeeping requirements are detailed in:

*Procedure      QMS-SOP19-1      Internal Audit*

## 20. Management Review

Management reviews are conducted once every calendar year to evaluate the continuing suitability, adequacy and effectiveness of the QMS and considers information from a variety of sources, including internal and external audit findings. Details regarding the information to be used by management to review the QMS are provided in:

*Procedure      QMS-SOP20-1      Management Review*

## 21. Continual Improvement

The City shall strive to continually improve the effectiveness of the QMS through the results of internal audits, external audits, risk assessment reviews, infrastructure reviews, management reviews and through the consideration of best management practices at least once every thirty-six (36) months. Additionally, staff suggestions and comments from the public may also be used to continually improve the QMS.

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The use of corrective and/or preventive actions to generate continual improvement opportunities is detailed in:

*Procedure QMS-SOP21-1 Corrective Action and Continual Improvement*

### C. RELATED DOCUMENTS AND RECORDS

#### Procedures:

QMS-SOP05-1	Document and Record Control Procedure
QMS-SOP07-1	Risk Assessment Procedure
QMS-SOP11-1	Personnel Shortage Contingency Procedure
QMS-SOP12-1	Communications Procedure
QMS-SOP13-1	Essential Supplies and Services Procedure
QMS-SOP14-1	Review and Provision of Infrastructure Procedure
QMS-SOP15-1	Infrastructure Maintenance and Replacement Procedure
QMS-SOP16-1	Sampling, Testing and Monitoring Procedure
QMS-SOP17-1	Control of Monitoring and Measuring Devices Procedure
QMS-SOP18-1	Provision of Drinking Water in a Distribution System Emergency
QMS-SOP19-1	Internal Audit Procedure
QMS-SOP20-1	Management Review Procedure
QMS-SOP21-1	Corrective Action and Continual Improvement Procedure

#### Operational Procedures:

SOP	C1	Adverse Drinking Water Quality Incident Notification – Port Colborne Distribution System and Sherkston Community Centre
SOP	C2	Repair of Watermain Breaks
SOP	C5	Corrective Action for Adverse Water Quality – Distribution System

#### QMS Policy

Port Colborne Distribution System Emergency Preparedness Plan  
 Port Colborne Distribution System Operations and Maintenance Manual  
 Port Colborne Emergency Plan

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**APPENDIX 1**  
**QUALITY POLICY**  
**QMS-PP**



# PORT COLBORNE

The City of Port Colborne owns, operates and maintains the Port Colborne water distribution system.

The City of Port Colborne is committed to CLEAN drinking water.

**C**onsistent compliance with legislation

**L**istening and communicating with the public regarding safe drinking water

**E**stablishing a Quality Management System that is always improving

**A**llowing only the safest water to reach your tap

**N**ecessity of life, of the highest quality

**APPENDIX 2**  
**COUNCIL ENDORSEMENT**

### **APPENDIX 3**

**TABLE 8.1: Distribution System Risk Assessment Outcomes – April 15, 2019  
QMS-OPA3**



Table 8.1: Distribution System Risk Assessment Outcomes – April 15, 2019

Hazardous Event	Hazard	Hazard Type	Preventive Measure	Control Measure	Mitigating Processes/Procedure	Likelihood	Consequence	Responsiveness	Hazard Total (CCP Threshold =7)	Critical Control Point (CCP)?	Critical Control Limits (CCL)
<u>Category 1 Main Break</u>	Loss of pressure Quality/Quantity Contamination	Physical/ Biological	Water Main Replacement Program, valve turning program	Sampling after repair, up and downstream of break, following Provincial Watermain Disinfection Procedure	Annual Infrastructure Review process to identify priority replacements; identify breaks in timely manner; sample to ensure adequate chlorine residuals are maintained. Refer to Repair of Watermain Breaks (SOP C2)	5	1	1	6	Yes	Free Chlorine Residual <u>0.20 mg/L</u>
<u>Category 2 Main Break</u>				Mechanical cleaning, sampling after repair, up and downstream of break, following Provincial Watermain Disinfection Procedure		4	2	1	9	Yes	Free Chlorine Residual <u>0.20 mg/L</u>
<u>Special Contamination Main Break</u>				Development and implementation of site specific procedures, approved by the local Ministry office and Medical Officer of Health, as per the Provincial Watermain Disinfection Procedure		1	3	3	6	Yes	Free Chlorine Residual <u>0.20 mg/L</u>
Loss of Chlorine Residual	Contamination	Biological/ Physical	Automatic/manual flushing in areas of concern	Monitoring free chlorine levels throughout WDS weekly	Flush system and resample. If still outside the CCL, continue flushing and re-sampling until adequate levels achieved. If cannot get appropriate residuals, investigate possible cause. If falls below 0.05 mg/L initiate reporting as per Adverse Drinking Water Quality Incident Notification – Port Colborne Distribution System (SOP C1) and corrective action as per Corrective Action for Adverse Water Quality – Distribution System (SOP C5) procedures	5	2	1	11	Yes	Free Chlorine Residual <u>0.20 mg/L</u>

Hazardous Event	Hazard	Hazard Type	Preventive Measure	Control Measure	Mitigating Processes/Procedure	Likelihood	Consequence	Responsiveness	Hazard Total (CCP Threshold =7)	Critical Control Point (CCP)?	Critical Control Limits (CCL)
Cross Connection/ Backflow - <u>ICI</u>	Contamination	Chemical/ Biological	Future Backflow Prevention Program and Backflow Prevention Bylaw	Building Code requirements for new Industrial/Commercial builds	Refer to Port Colborne Distribution System Emergency Preparedness Plan – section 4.5 Suspected Backflow or Back Siphonage. Plumbing Permits	1	4	3	7	Yes	Free Chlorine Residual <u>0.20 mg/L</u>
			Installation of backflow prevention devices on City facilities and on all temporary connections to distribution system	Devices tested annually; devices for temporary connections tested before use	Watermain Commissioning Protocol (QMS-WCP) and <u>Provincial Watermain Disinfection Procedure</u> specifies requirement for backflow protection; contractors required to state methodology in their Commissioning Plan						
<u>Cross Connection/ Backflow</u> - <u>Residential</u>			<u>Plumbing inspections during building permit process</u>	<u>Building Code requirements for certain plumbing installations (i.e. external hose bibbs)</u>	<u>Refer to Port Colborne Distribution System Emergency Preparedness Plan – section 4.5 Suspected Backflow or Back Siphonage. Plumbing Permits</u>	1	2	3	5		
Improper construction/ commissioning of new watermain	Contamination	Biological	Construction Inspector On-site; <u>Provincial Watermain Disinfection Procedure</u>	New Water Main Testing before put into service	Re-charge watermain as required to maintain chlorine levels and/or to achieve effective disinfection as evidenced by sample analysis results <u>Watermain Commissioning Protocol (QMS-WCP) Provincial Watermain Disinfection Procedure</u>	1	2	1	3	Yes	Free Chlorine Residual as dictated by AWWA C651; microbiological samples meet provincial standards
Submerged air release valves	Contamination	Chemical Biological	All new valves come with flood-safe system	None	If contamination from a submerged ARV is suspected to have occurred, would treat as a backflow/back siphonage and refer to Port Colborne Distribution System Emergency Preparedness Plan – section 4.5 Suspected Backflow or Back Siphonage	1	4	2	6	No	
Illegal hydrant use	Contamination/ Loss of pressure	Biological Chemical Physical	Use a key lock system on municipal hydrants where history of issues	Ensure key locks are in place	All hydrants inspected during annual hydrant flushing activities and any deficiencies reported and corrected	4	2	1	9	No	
Vandalism	Loss of pressure Quality/Quantity Contamination Unable to distribute	Biological Chemical Physical	None	N/A	Refer to Port Colborne Distribution System Emergency Preparedness Plan – section 4.4: Suspected Tampering of Distribution System	1	2	2	4	No	

Hazardous Event	Hazard	Hazard Type	Preventive Measure	Control Measure	Mitigating Processes/Procedure	Likelihood	Consequence	Responsiveness	Hazard Total (CCP Threshold =7)	Critical Control Point (CCP)?	Critical Control Limits (CCL)
Terrorism	<u>Loss of pressure</u> <u>Quality/Quantity</u> <u>Contamination</u> <u>Unable to</u> <u>distribute</u>	<u>Biological</u> <u>Chemical</u> <u>Physical</u>	<u>None</u>	<u>N/A</u>	<u>Refer to Port Colborne Distribution System</u> <u>Emergency Preparedness Plan – section 4.4:</u> <u>Suspected Tampering of Distribution System</u>	1	4	3	7		
Staff Shortage	Loss of staff	Biological Chemical Physical	<u>Certified</u> <u>management staff,</u> <u>approved</u> <u>contractors,</u> <u>Regional personnel</u> <u>backup,</u> <u>Member of ONWarn</u> <u>(pending)</u>	N/A	Refer to <u>Personnel Shortage</u> Contingency procedure (QMS-SOP11-1)	1	3	1	4	No	
Disruption in water supply from Regional facilities/ trunk lines	<u>Sustained</u> <u>pressure loss,</u> <u>Quality/Quantity,</u> <u>Contamination,</u> <u>Water supply</u> <u>shortfall/Chemical</u> <u>spill impacting</u> <u>source water</u>	Biological Chemical Physical	None	None	Refer to Disrupted Water Supply procedure (QMS-SOP18-1)	3	4	5	17	No	
<u>Long term</u> <u>impacts of</u> <u>Climate</u> <u>Change</u>	<u>Thermal -</u> <u>Severe</u> <u>temperature</u> <u>variations/</u> <u>Sustained extreme</u> <u>temperatures</u>	<u>Biological,</u> <u>Physical</u>	<u>None</u>	<u>N/A</u>	<u>Follow best practices for advanced</u> <u>construction techniques</u>	2	3	2	8	<u>No</u>	
	<u>Hydraulic -</u> <u>External pipe</u> <u>pressures</u>	<u>Physical,</u> <u>Biological</u>	<u>None</u>	<u>N/A</u>	<u>Refer to Port Colborne Distribution System</u> <u>Emergency Preparedness Plan</u>	1	3	2	5	<u>No</u>	
	<u>Physical -</u> <u>Extreme Weather/</u> <u>Geological Events</u>	<u>Physical,</u> <u>Biological,</u> <u>Chemical</u>	<u>None</u>	<u>N/A</u>		1	4	4	8	<u>No</u>	

Rating System			
Rating	Likelihood	Consequence	Responsiveness
1	Rare	Insignificant	<u>Excellent</u>
2	Unlikely (<once per 5-10 years)	Minor	<u>Very Good</u>
3	Possible (=>once or more per 2-5 yrs)	Moderate	<u>Good</u>
4	Likely (=>one or more per year)	Major	<u>Fair</u>
5	Very Likely (=>monthly or quarterly)	Catastrophic	<u>Poor</u>

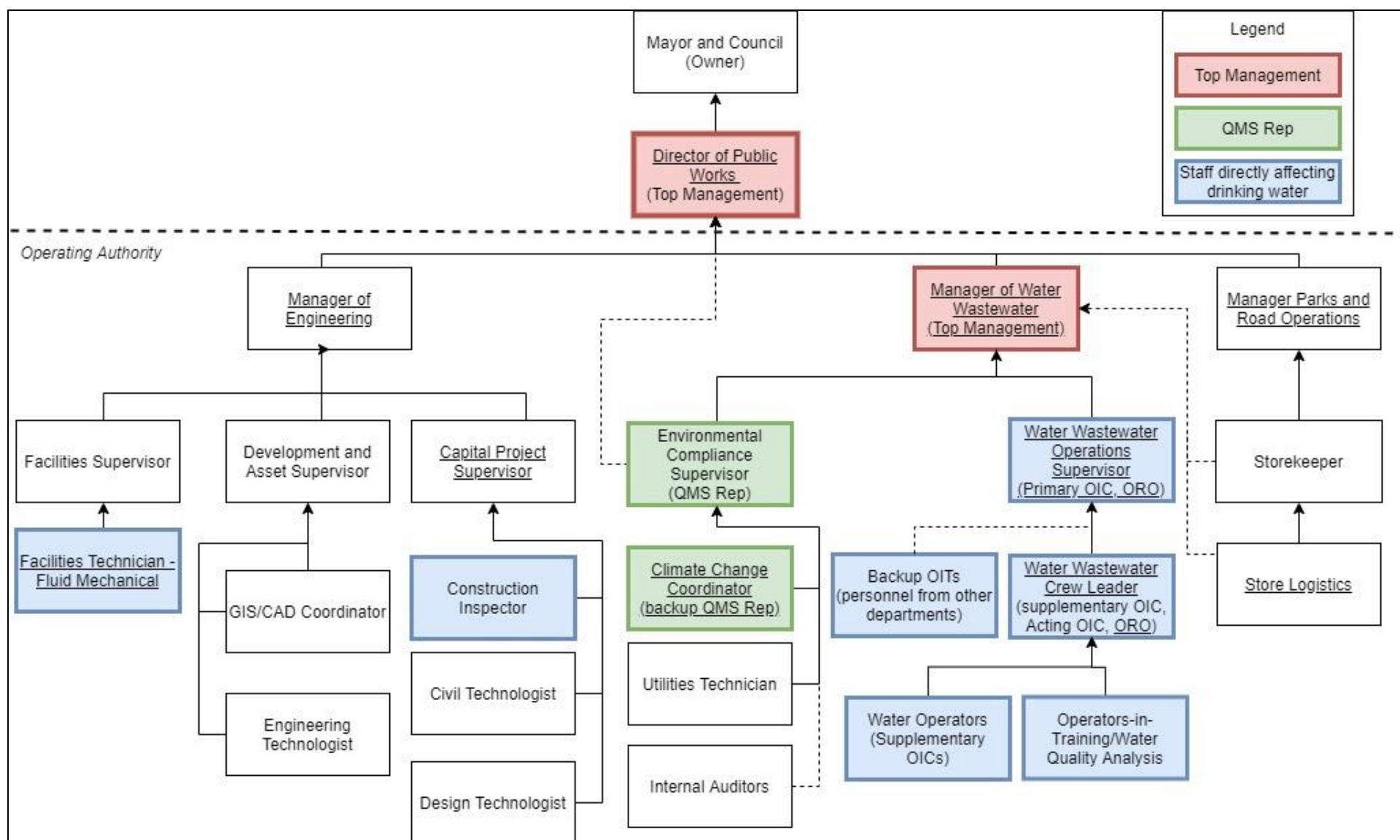
Risk	
Hazard Calculation	Category
2-3	Very Low
4-6	Low
7-14	Moderate
15-30	High

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#### **APPENDIX 4**

**Figure 9.1: Drinking Water Responsibilities Organizational Chart – October 1, 2021  
QMS-OPA4**

Figure 9.1: Drinking Water Responsibilities Organizational Chart – October 2021



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**Subject: Canada Summer Games - Niagara 2022**

**To: Council**

**From: Chief Administrative Office**

Report Number: 2021-259

Meeting Date: October 25, 2021

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**Recommendation:**

That Chief Administrative Office Report 2021-259 be received for information.

---

**Purpose:**

The purpose of this report is to provide an update and information to Council regarding Port Colborne's involvement with the 2022 Canada Summer Games.

---

**Background:**

The Canada Summer Games are held every two years. The games alternate between summer and winter competitions and are the largest multi-sport event in the country. Since 1967, nearly 100,000 athletes have participated in the Games with hundreds of thousands having engaged in try-outs and qualifying events. In addition, over 100,000 coaches, officials, and volunteers have been directly involved in the planning and staging of the Games.

The Niagara Region is the host for the 2022 Canada Summer Games. Each municipality within the Niagara Region is included in a number of programs and competitions. This report will outline the upcoming initiatives to support the Canada Summer Games in Niagara and Port Colborne's involvement.

---

**Discussion:**

**Cycling Time Trial**

On the competition side of the Games, the City will be the host site for the Cycling time trials on Monday, August 15, 2022. The location of the start/finish line and staging area is at H.H. Knoll Lakeview Park. The site map for the start/finish line can be seen in Appendix A. The site map will be amended to ensure the boat launch may remain open, the blue shaded area will shift to the grass on the west side of H.H. Knoll Lakeview Park.

The proposed route for the Cycling time trials can be viewed in Appendix B. The Canada Summer Games staff are in the early stages of planning the logistics involved with this route and are working with City staff throughout the process.

### **13 For 13 Cultural Festival**

Information for the 13 for 13 Cultural Festival program can be viewed in Appendix C and Appendix D. Each municipality in the Niagara Region has been paired with a province or territory in Canada and is responsible for hosting an event to showcase the unique cultural heritage, entertainment, art, and culinary experiences of their pairing. Port Colborne has been partnered with New Brunswick and will host the 13 for 13 event on Monday, August 15, 2022.

August 15<sup>th</sup>, 2022 is the Acadian National Holiday. It was designated as a National Holiday at the first National Acadian Convention, which was held in Memramcook, New Brunswick, in 1881. National Acadian Day is an important piece of the heritage and history of New Brunswick and Acadian Day festivals are popular in New Brunswick. The City's partnership with New Brunswick offers a great opportunity to incorporate aspects of National Acadian Day that are celebrated in New Brunswick at the event.

The event will be located at H.H. Knoll Lakeview Park. Staff are still in the planning stages for this event. The main theme of the event is Acadia Day, with potential for live local entertainment, food vendors, activities for kids, inclusion of indigenous culture and more. The Canada Summer Games will assist in providing funding for the 13 for 13 events. The amount of funding will be determined in the coming months as the event plan becomes finalized.

### **The Torch Relay Program**

Prior to each Canada Summer Games, a torch relay takes place. The Roly McLaren Canada Games Torch is lit from the Centennial Flame on Parliament Hill, and then travels throughout the Host Province or Territory as the torch makes its way to the Host destination for the Opening Ceremony. The focus of the Niagara Torch Relay program is to celebrate the engineering marvel of the Welland Canal. The waterway Torch Relay program will conclude in Port Colborne with a closing ceremony. There is both a land and waterway Torch Relay program. More information on the Torch Relay Program can be viewed in Appendix 'D'.

## **Municipal Pageantry Program**

The Canada Summer Games will be animating each municipality with up to 50 streetlamp post banners. The Canada Summer Games will be assuming the cost of the banners and the City will be responsible for installation. The banners will be designed and fabricated in November 2021 and installed in January, 2022.

The Canada Summer Games will also be installing “Home of the Games” signs in all Municipalities. There is no requirement from the City. The costs, installation and removal of the signs will be assumed by the Canada Summer Games organizers. These signs will be installed in December and removed when the Canada Summer Games are completed.

---

## **Internal Consultations:**

The City has a Canada Summer Games internal task force with representation from Corporate Communications, Office of the Mayor and CAO, Corporate Services, Public Works, and Economic Development and Tourism Services.

---

## **Financial Considerations:**

Council has previously approved and set aside \$45,000 for Canada Summer Games events. The intent is to support the 13 for 13 Cultural Festival, Cycling Time Trials, and the Torch Relay Programs. The Canada Summer Games will also be contributing funding to the 13 for 13 Cultural Festival. The amount of funding will be determined as staff continue to progress through the planning process.

---

## **Strategic Plan Alignment:**

The initiative contained within this report supports the following pillar(s) of the strategic plan:

- Attracting Business Investment and Tourists to Port Colborne
  - City-Wide Investments in Infrastructure and Recreational/Cultural Spaces
  - Governance: Communications, Engagement, and Decision-Making
- 

## **Conclusion:**

Port Colborne will be the host site for the Cycling time trials competition and the 13 for 13 Cultural Festival Program with New Brunswick. The City will also be involved in the

waterway and land programs for the Torch Relay. The City will be provided with streetlamp post banners and home of games signs to promote the Summer Games.

---

**Appendices:**

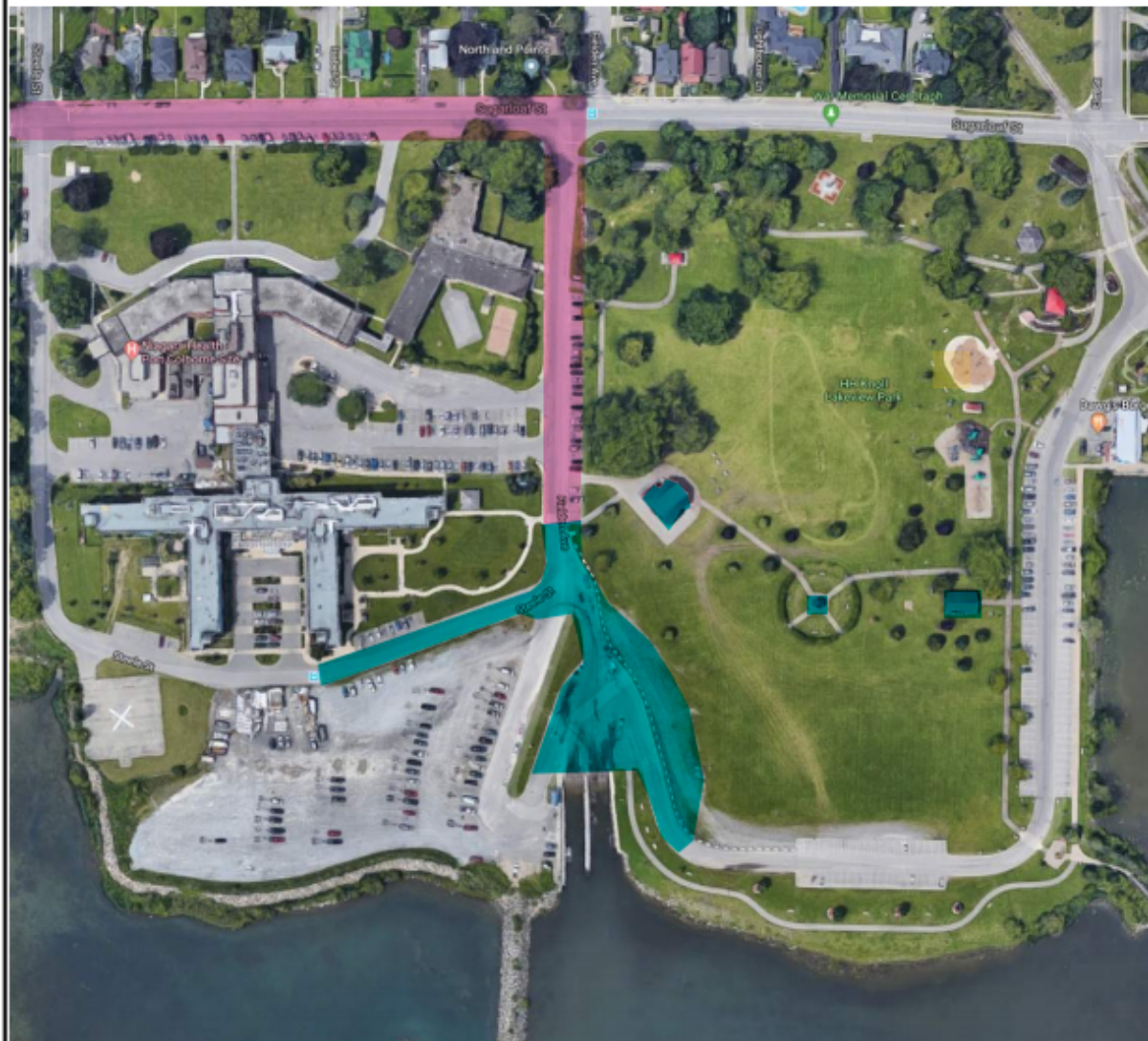
- a. Site Map for Cycling Time Trials
- b. Cycling Time Trials Route Map
- c. 13 for 13 Cultural Festival
- d. Port Colborne Information

Respectfully submitted,

Luke Rowe  
Event 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 review and approval by the Chief Administrative Officer.



Legend / Légende

- Requesting Use
- Race Route

Venue / Site

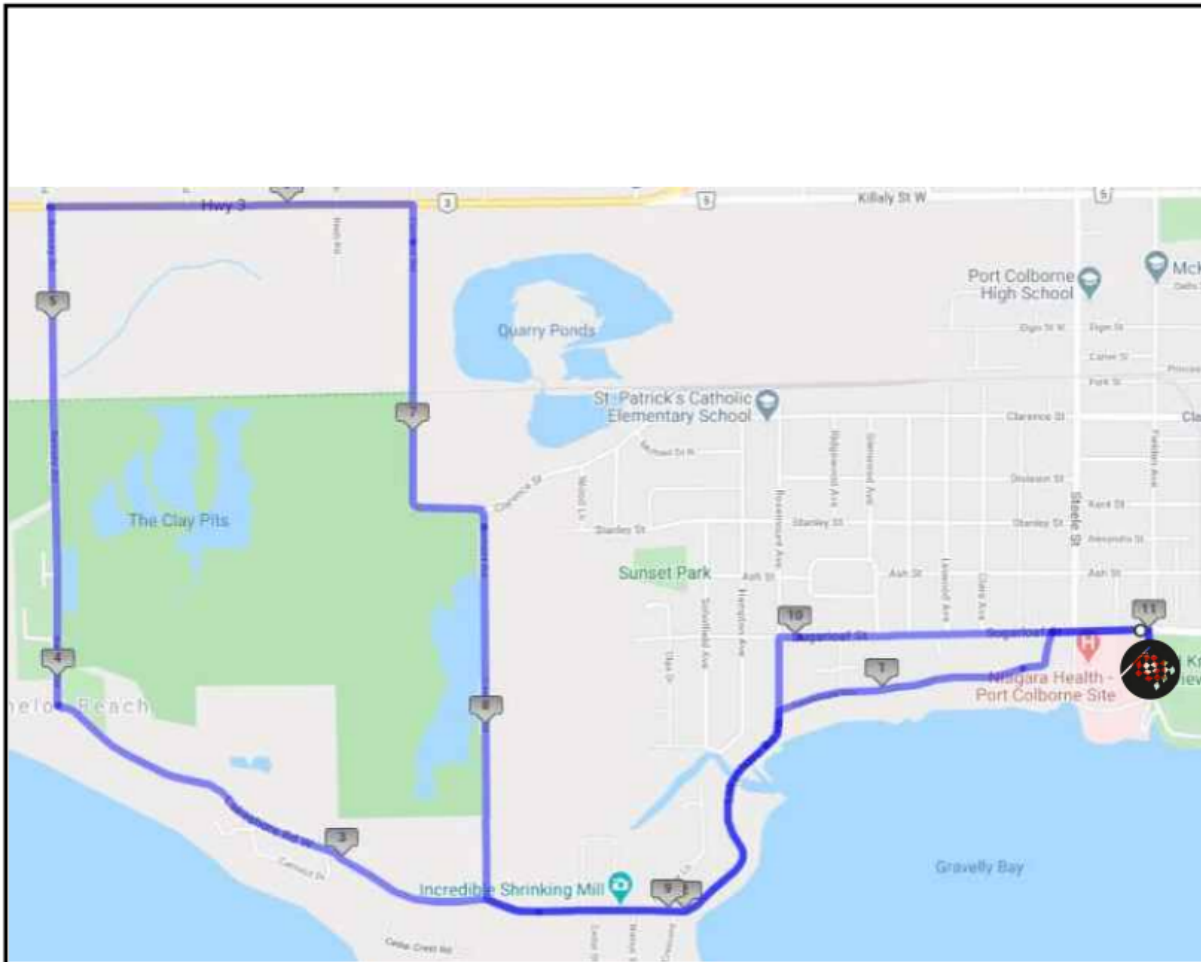
**Cycling Mobile Team**  
Time Trial - Port Colborne

Sport(s) / (des) sport(s)

**Cycling - Road / Cyclisme route**  
Week 2 / Semaine 2

North / Nord	Scale / Echelle:	Version	Page
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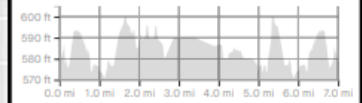
Legend / Légende

**STRAVA**

7.02mi  
Distance

131ft  
Elevation Gain

Road  
Ride Type



Venue / Site

**Cycling Mobile Team**  
Time Trial - Race Route

Sport(s) / (des) sport(s)

**Cycling - Road / Cyclisme route**  
Week 2 / Semaine 2

North / Nord



Scale / Echelle:

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Version

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Page

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AUGUST 6 – 21, 2022, NIAGARA REGION, ONTARIO, CANADA

# 13<sup>FOR</sup>13 FESTIVAL



COMING TOGETHER IN CELEBRATION

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# BETTER DAYS AHEAD

*A unique opportunity for all Canadians to come together and celebrate moving forward from unprecedented country-wide shut downs due to coronavirus pandemic*



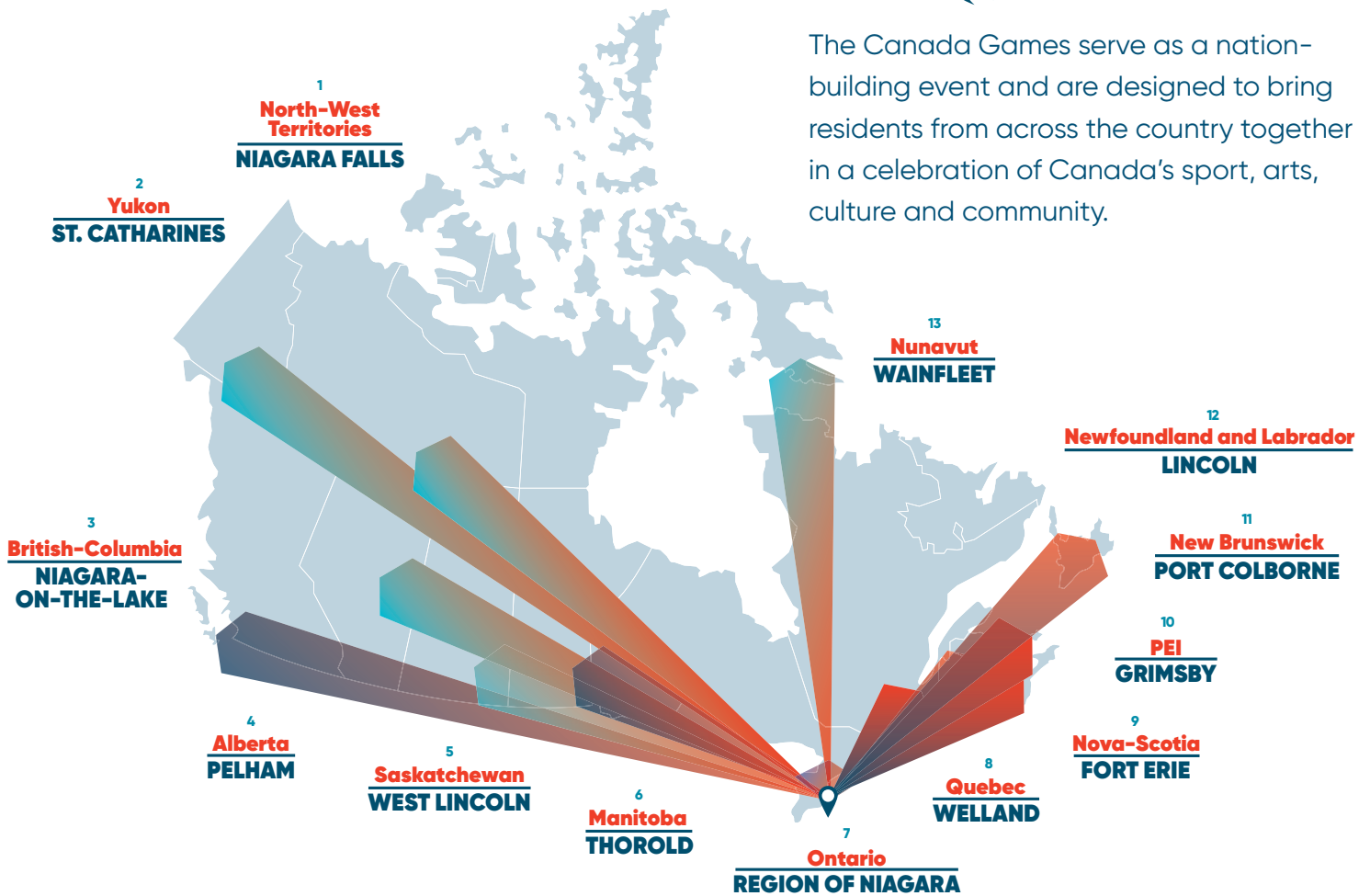
Alex Cuba, 2017 Canada Summer Games

**NIGHTLY SHOWCASE – AUGUST 6 – 21, 2022**

## **Travel across Canada without leaving the Niagara Region!**

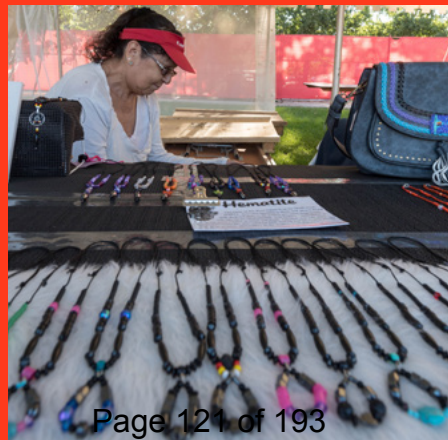
Every evening between August 7 and 20, 2022, the 13 For 13 Cultural Festival will enable each of Niagara's municipalities to collaborate with a paired Province or Territory and showcase the unique cultural heritage, entertainment, art, and culinary experiences of their pairing on their assigned special evening of celebration.

The Canada Games serve as a nation-building event and are designed to bring residents from across the country together in a celebration of Canada's sport, arts, culture and community.



## 13 For 13 Brand Story

The 13 For 13 logo is a stylized map of Canada shaped like a maple leaf. Beams of light radiate from Niagara Region out towards each province and territory. The light projects positive energy and hope, representing Canadians travelling to come together after a long period of isolation. The translucent, converging shapes have the appearance of crystal chards, representing the resilient nature of our citizens, but also implies the power of healing.





PAIRING CANADA'S PROVINCES  
AND TERRITORIES WITH NIAGARA'S COMMUNITIES

# A warm welcome to Niagara Region



## Week One: August 6 to 13, 2022

Date	Pairing
Saturday, August 6th	Opening Ceremony
Sunday, August 7th	Lincoln & Newfoundland and Labrador
Monday, August 8th	West Lincoln & Saskatchewan
Tuesday, August 9th	Thorold & Manitoba
Wednesday, August 10th	NOTL & British Columbia
Thursday, August 11th	St. Catharines & Yukon
Friday, August 12th	Fort Erie & Nova Scotia
Saturday, August 13th	Niagara Falls & Northwest Territories (turnover event)

## Week Two: August 14 to 21, 2022

Date	Pairing
Sunday, August 14th	Niagara Region & Ontario (turnover event)
Monday, August 15th	Port Colborne & New Brunswick
Tuesday, August 16th	Wainfleet & Nunavut
Wednesday, August 17th	Open   TBD
Thursday, August 18th	Pelham & Alberta
Friday, August 19th	Welland & Québec
Saturday, August 20th	Grimsby & Prince Edward Island
Sunday, August 21st	Closing Ceremony



SPARKING COMMUNITY PRIDE AND NATIONAL UNITY

# The highest level of national competition for young Canadian athletes



**JEUX DU  
CANADA  
GAMES**



## Canada Games

At the peak of Niagara's boldest summer yet, more than 5,000 up-and-coming athletes, dedicated coaches and support staff will gather to compete for the podium in Canada's largest multi-sport event. From August 6th to 21st, 2022, Niagara will surge stronger than ever on the national stage. The 2022 Games, made possible thanks to funding and support from the Government of Canada, the Government of Ontario, the Niagara Region, and the Canada Games Council, will give rise to new legacies of ambition, confidence, and compassion that will inspire generations to come.



# A NATIONAL BLOCKBUSTER EVENT



## Powerful concerts and cultural entertainment

Each nightly showcase is expected to attract national audiences of 2,000 – 5,000, and in the case of the Niagara Falls event, a foreseeable minimum attendance of 30,000 is expected. In total, this unparalleled cultural festival could attract over 100,000 attendees, which advances the awareness and importance of the Canada Games.



### Entertainment

Renown headliners and/or cultural groups representing each province/territory



### Event Check-in App

Anticipating that Canadians will not only be ready to celebrate post COVID-19, but to travel and rediscover our country, the Niagara 2022 team will make available a festival check-in app that will allow 13 For 13 Cultural Festival visitors to plan their nightly festival visits.



### Destination Prizes

Visitors will be eligible to win round trip all-inclusive destination prizes to the featured Province or Territory by using the Check-in app.



# Seize the moment to bring Canadians together

## Your Participation

Festival augmentation will require the full collaboration of each province/territory to ensure its success.



- **Talent |** Assist with curating musical talent for a paired event consisting of renown headliners and/or cultural groups representing each province/territory
- **Prizing |** Supply a round trip all-inclusive Destination Prize to support the festival engagement app contest
- **Onsite Activation |** Contribute to spectator experience with provincial/territorial cultural games, promotional products, food samples, etc.
- **Branding |** Augment signage and pageantry of the paired municipality's festival site with provincial/territory specific branding



## For more information

The Niagara 2022 team is happy to discuss these ideas and opportunities further. Please connect with Paula Racher, Manager, Events & Community Relations: [pracher@2022canadagames.ca](mailto:pracher@2022canadagames.ca) or t/ 289-690-7044.





### **13 For 13 Cultural Festival**

Travel across Canada without leaving the Niagara Region! Every evening between August 7 and 20, 2022, the 13 For 13 Cultural Festival will enable each of Niagara's municipalities to collaborate with a paired Province or Territory and showcase the unique cultural heritage, entertainment, art, and culinary experiences of their pairing on their assigned special evening of celebration. A unique opportunity for all Canadians to come together and celebrate moving forward from unprecedented country-wide shut downs due to the coronavirus pandemic . The 13 For 13 logo is a stylized map of Canada shaped like a maple leaf. Beams of light radiate from the Niagara Region out towards each province and territory. The light projects positive energy and hope, representing Canadians travelling to come together after a long period of isolation. The translucent, converging shapes have the appearance of crystal shards, representing the resilient nature of our citizens, but also implies the power of healing. The Canada Games serve as a nationbuilding event and are designed to bring residents from across the country together in a celebration of Canada's sport, arts, culture and community.

### **The Torch Relay Program**

Prior to each Canada Games, a torch relay takes place which sees the Roly McLaren Canada Games Torch lit from the Centennial Flame on Parliament Hill, and then travel throughout the Host Province or Territory as the torch makes its way to the Host City for the Opening Ceremony. The torch is then used to ceremoniously light the Canada Games cauldron and officially mark the start of the Games and competition.

The torch relay is a significant element of the Canada Games and is used to raise awareness and excitement for the upcoming Games, while engaging communities throughout the Province or Territory along the journey.

As a pride piece of the Niagara 2022 Canada Summer Games, the Host Society has envisioned a unique themed Torch Relay journey. Unlike any previous Canada Games, the Niagara Torch Relay program would pay tribute to the historical significance of water as means of transportation across Canada and through Niagara. The initial leg of the torch relay would focus on water travel via the St. Lawrence Seaway, Lake Ontario, and the Welland Canal.

The Niagara Torch Relay program will celebrate the engineering marvel of the Welland Canal, which is a shipping canal connecting Lake Ontario and Lake Erie. It forms a key section of the St. Lawrence Seaway and Great Lakes Waterway. Traversing the Niagara Peninsula from Port Weller in St. Catharines to Port Colborne, it enables ships to ascend and descend the Niagara Escarpment and bypass Niagara Falls.

Upon its disembarkment from the Welland Canal, the Canada Games Torch Relay will convert to its traditional land transfer program visiting each of Niagara's twelve municipalities, connecting Niagara residents, their communities and creating experiential legacy moments, memories and momentum.

## NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

After the final leg of the Canada Games Torch Relay, the torch will arrive at the Opening Ceremony to ignite the Canada Games cauldron and officially commence the Niagara 2022 Canada Summer Games.

The following information was presented at the September Municipal Forum:

# Program Dates

## Timelines | Victoria Day'22 to Games Time

### Lighting Ceremony

Between June 9th - June 14th, 2022 - Parliament Hill - Ottawa

### Waterways Program (Revised):

June 15th to 18th, 2022

- Ceremony & Embark CSL Welland - Montreal
- Arrival - Welland Canal - St. Catharines
- Various lock stops & small celebration receptions
- Conclude - Port Colborne

### Land Program:

Weekend, June 25th & 26th, 2022

Weekend July 2nd & 3rd, 2022

Weekend July 9th & 10th, 2022

Weekend July 16th & 17th, 2022

Weekend July 23rd & 24th, 2022

Weekend July 30th & 31st, 2022

- Municipality (1) & (2)
- Municipality (3) & (4)
- Municipality (5) & (6)
- Municipality (7) & (8)
- Municipality (9) & (10)
- Municipality (11) & (12)

### From Torch to Cauldron:

Saturday, August 6th, 2022

- Opening Ceremony



# Torch Relay

## Starting the Land Program Planning Process!

### Creating the Planning Team, consisting of:

- Niagara 2022
- Municipality
- Rotary District 7090
- Affiliated Sponsor

### Creating the Route:

- Start Line (*as per sponsor*)
  - Gathering | Podium Program | Entertainment
- Route Stops
  - Passing of the torch only
- Finish Line (*as per sponsor*)
  - Celebration | Podium Program | Entertainment

# Torch Relay

## The Logistics:

### Municipality:

- Permits and/or Road Closure
- Police and/or EMS (*if required*)
- Residential communication (*if required*)

### Niagara 2022:

- Pageantry
- Torch Bearers | Uniforms
- Podium Program
- Entertainment
- Volunteer Uniform
- Budget

### Rotary Club:

- Onsite Volunteers
- Potential Fundraising

### Sponsor:

- Animation (start & finish lines)

### **Municipal Pageantry**

Please see <https://niagara2022games.ca/sponsors/activation> for branding and other information, including co-branded merchandise and the opportunity to order Municipal pins. Barry from the Pin People will be presenting at our next Municipal Forum in October. Each Province, Territory, Sport and many sponsors order pins for trading. Municipalities are welcome to join the fun as pin trading is the most competitive “sport” of each Games!

### **Street Pole Banners:**

The Niagara 2022 Canada Summer Games would like to collaboratively invite each municipality to engage in our Games Regional Pageantry Program. Part of this program includes animating each municipality with up to 50 Street Lamp Post Banners.



### **Program Contribution:**

Banner Design & Fabrication - Niagara 2022 Canada Summer Games  
Banner Installation & Removal - Municipality

### **Program Dates:**

Banner Delivery - December 2021  
Banner Installation - January 2022  
Banner Removal - August 31st, 2022



**Subject: Winter Equipment Rental**  
**To: Council - Public Meeting**  
**From: Public Works Department**

Report Number: 2021-276

Meeting Date: October 25, 2021

---

**Recommendation:**

That Public Works Department Report 2021-276 be received;

That Council approve entering into a five-year rental contract with the low bidder, AMACO Equipment Incorporated for a sidewalk tractor in order to complete the City's winter control maintenance; and

That staff prepare the Contract By-law, and the City Clerk and Mayor be authorized to execute the Contract Agreement.

---

**Purpose:**

The purpose of this report is to seek approval from Council to award a Request for Quotation for the rental of a sidewalk tractor for the City's winter control period being November 15<sup>th</sup> to April 15<sup>th</sup> for a five-year period. Due to the five-year commitment to rent this piece of equipment, Council approval is required per the City's procurement policy.

---

**Discussion:**

The budget for this particular piece of rental equipment has been included within the 2022 Operating Budget proposal as it has in previous years. A Request for Quotation (RFQ) was released to secure the rental equipment for a period of 5 years. The RFQ included an option to purchase the equipment at yearly intervals. After the first season with the equipment staff will review the benefits of purchasing this equipment and propose the best financially sustainable option.

Two bidders completed the RFQ process, the low bidder was AMACO Equipment Incorporated. The yearly cost to rent this piece of equipment can be found in the following chart:

Year	Monthly Rental Cost
2021/2022	\$24,000.00
2022/2023	\$25,680.00
2023/2024	\$27,475.00
2024/2025	\$29,401.05
2025/2026	\$31,459.10

---

### Internal Consultations:

Supervisor and staff have been able to use this unit last winter season. With zero down time and exceptional visibility the staff are satisfied with its performance during the winter season.

---

### Financial Implications:

This rental will be funded from the existing 2021 Operating budget and proposed 2022 Operating budget for the coming winter control period. Future years will also be funded by the Rental Equipment Operating budget.

---

### Strategic Plan Alignment:

The initiative contained within this report supports the following pillar(s) of the strategic plan:

- Service and Simplicity - Quality and Innovative Delivery of Customer Services
- City-Wide Investments in Infrastructure and Recreational/Cultural Spaces
- Value: Financial Management to Achieve Financial Sustainability

---

### Conclusion:

It is recommended that Council approve the RFQ submission by AMACO Equipment Incorporated so the City can proceed with completing the annual winter control maintenance.

---



Respectfully submitted,

Steve Shypowskyj  
Manager of Road & Park Operations  
905-835-2900 x220  
[steve.shypowskyj@portcolborne.ca](mailto:steve.shypowskyj@portcolborne.ca)

Tim Anderson  
Fleet Supervisor  
905-835-2900 x267  
[tim.anderson@portcolborne.ca](mailto:tim.anderson@portcolborne.ca)

### **Report Approval:**

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

**Subject: Billing of the Howie Municipal Drain Maintenance**

**To: Council**

**From: Public Works Department**

Report Number: 2021-262

Meeting Date: October 25, 2021

---

**Recommendation:**

That Public Works Department Report 2021-262 be received; and

That the billing for the Howie Municipal Drain be invoiced in accordance with the *Drainage Act*, as outlined in Appendix A of Public Works Department Report 2021-262.

---

**Purpose:**

This report has been prepared to inform Council of the commencement of billing for the maintenance work completed on the Howie Municipal Drain.

---

**Background:**

Once a Municipal Drainage Report has been adopted by Council, it is then the Municipality's responsibility to perform maintenance on said drain. The maintenance of the Howie Municipal Drain was performed under Section 74 of the *Drainage Act*, (R.S.O., 1990). Section 74 of the Act states:

“Any drainage works constructed under a by-law passed under this Act or any predecessor of this Act, relating to the construction or improvement of a drainage works by local assessment, shall be maintained and repaired by each local municipality through which it passes, to the extent that such drainage works lies within the limits of such municipality, at the expense of all the upstream lands and roads in any way assessed for the construction or improvement of the drainage works and in the proportion determined by the then current by-law pertaining thereto until, in the case of each municipality, such provision for maintenance or repair is varied or otherwise determined by an engineer in a report or on appeal therefrom.”

The most current report for the assessment schedules of the Howie Municipal Drain is outlined in By-law 2091/38/88, dated June 13, 1994, which adopted the new report prepared by C.J. Clarke.

---

### **Discussion:**

Minimal maintenance was undertaken in 2012 however full maintenance was implemented in 2018 and 2019 by a hired contractor. The work performed included brushing the working side, excavation and seeding of the grassed areas. This work also included the removal of dead ash trees that had fallen in the drain.

Breakdown of costs for the maintenance completed:

2012 - \$197.55

2018 - \$31,437.27

2019 - \$48,292.59

The total outstanding amount is **\$79,927.41**, which includes **\$3,898.21** for the City's portion for roads within the watershed.

---

### **Financial Implications:**

When the municipality completes work on a municipal drain, the costs are held at the City's expense until the time of billing, at which point those funds can be collected from the owners of property within the watershed.

---

### **Conclusion:**

Staff would like to proceed with the billing of this drain as it affects cash flow and if not collected from rate payers, the City would need to absorb these costs. Approval of this report will allow staff to proceed with the billing of these works and collect the amount of \$76,029.20 from the affected property owners.

---

### **Appendices:**

- a. Engineer's assessment schedule, as contained within the currently adopted report (this schedule includes details regarding the roll number, current costs and OMAFRA Grants)

Respectfully submitted,

Alana Vander Veen  
Drainage Superintendent  
905-835-29001 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.



2012 -2019 MAINTENANCE HOWIE DRAIN				TOTAL CURRENT COST -----				\$79,927.41				
BY-LAW No. #2091/38/88												
K:\DRAINAGE SUPERINTENDENT\DRAINS\Howie\2018 Maintenance Assessment Schedule - .xls												
LAND USE	OWNER	CON or PLAN No.	LOT No.	ROLL NUMBER		ACRES	AREA AFFECTED (ha)	CURRENT COST	OMAFRA GRANT	NET COST		
		5	11	4-6-179	040 006	17900	78.74	31.8661	\$10,867.03	\$1,424.75	\$9,442.28	
		5	11	4-6-179-5	040 006	17905	45.97	18.6041	\$6,354.68	\$2,112.99	\$4,241.69	
		5	10	Pt 4-6-181-3	040 006	18103	178.6	72.2713	\$23,484.27	\$7,808.74	\$15,675.52	
		5	10	4-6-177	040 006	17700	14.14	5.7225	\$1,882.37	\$625.91	\$1,256.47	
		5	9	Pt 4-6-181-3	040 006	18105	2.99	1.2101	\$381.81	\$0.00	\$381.81	
		5	9	Pt 4-6-181-3	040 006	18110	2.33	0.9430	\$297.71	\$0.00	\$297.72	
		5	9	4-6-165-1	040 006	16501	14.84	6.0057	\$827.71	\$275.22	\$552.49	
		5	9	4-6-165-2	040 006	16502	29.7	12.0196	\$1,682.12	\$559.32	\$1,122.80	
		5	9	4-6-167,168	040 006	16700	7.29	2.9500	\$1,054.66	\$0.00	\$1,054.66	
		5	9		040 006	16800	10.63	4.3000	\$1,241.56	\$0.00	\$1,241.57	
		5	9		040 006	16500		0.5261	\$73.43	\$0.00	\$73.42	
		5	8	Pt 4-6-137-5	040 006	13705	69.64	28.1833	\$3,739.38	\$1,243.38	\$2,496.00	
		5	8	4-6-137	040 006	13700	33.89	13.7153	\$4,151.90	\$1,380.55	\$2,771.35	
		5	8	4-6-136	040 006	13600	14.54	5.8843	\$1,775.57	\$0.00	\$1,775.57	
		5	7	Pt 4-6-158	040 006	15800	15.32	6.2000	\$801.01	\$0.00	\$801.01	
		5	7	4-6-135	040 006	13500	44.44	17.9849	\$5,382.78	\$1,789.83	\$3,592.96	
		5	7	4-6-157-5	040 006	15707	12.37	5.0061	\$654.16	\$0.00	\$654.17	
		5	7	4-6-134	040 006	13400	32	12.9504	\$3,804.80	\$1,265.13	\$2,539.67	
		5	6	4-6-133	040 006	13300	18.3	7.4060	\$2,029.22	\$0.00	\$2,029.23	
		5	6	4-6-131	040 006	13100	6.8	2.7520	\$760.96	\$0.00	\$760.96	
		5	7 to 11		040 006	99900	18.98	7.68	\$3,337.54	\$0.00	\$3,337.54	
		5	9 to 11		040 006		16.98	6.87	\$910.48	\$0.00	\$910.48	
		5	10	4-6-176-2	040 006	17602	1.6	0.65	\$120.15	\$0.00	\$120.16	
		5	9	4-6-169	040 006	16900	1.54	0.62	\$120.15	\$0.00	\$120.16	
		5	9	4-6-170	040 006	17000	0.76	0.31	\$66.75	\$0.00	\$66.74	
		5	10 & 11		040 006		1.35	0.55	\$226.95	\$0.00	\$226.96	
CITY OF PORT COLBORNE ROADS												
				GREEN ROAD			3.8	1.54	\$834.39	\$0.00	\$834.38	
				BROOKFIELD ROAD			7.75	3.14	\$1,715.50	\$0.00	\$1,715.49	
				STAUTH ROAD			6.1	2.47	\$1,348.37	\$0.00	\$1,348.34	
TOTAL NON-AGRICULTURAL ASSESSMENT								92.86	\$24,469.98	\$0.00	\$24,469.98	
TOTAL AGRICULTURAL ASSESSMENT								187.46	\$55,457.43	\$18,485.81	\$36,971.62	
TOTAL ASSESSMENT								280.32	\$79,927.41	\$0.00	\$61,441.60	
O.M.A.F.R.A. GRANT										\$18,485.81		
LANDOWNERS PAYMENTS												\$57,543.39
CITY OF PORT COLBORNE ASSESSMENT										\$3,898.21		
ORIGINAL OUTLET ASSESSMENTS FROM REPORT & BY-LAW:												
TOTAL NON-AGRICULTURAL LANDS								\$21,436.00				
TOTAL AGRICULTURAL LANDS								\$38,434.00				
TOTAL ASSESSMENT								\$59,870.00				

**Subject: COVID Update – October 2021**

**To: Council**

**From: Chief Administrative Office**

Report Number: 2021-264

Meeting Date: October 25, 2021

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**Recommendation:**

That Chief Administrative Office Report 2021-264 be received for information.

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**Purpose:**

This CAO generated report is provided as a follow up to the COVID-19 pandemic update that was provided to City Council on September 27, 2021.

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**Background:**

The City's Emergency Operations Centre (EOC) was activated in response to the COVID-19 pandemic on March 13, 2020 by bringing together the City's Emergency Control Group (ECG). The COVID-19 pandemic continues to affect the nation and the City continues to prepare, respond, and plan recovery from the impacts of the pandemic to the municipality. As described in a previous staff report, the City's response is based on four principles:

- Maintaining essential City services to the community throughout the emergency;
- Continuing to ensure the safety and security of the public and City staff;
- Ensuring the organization remains financially stable throughout COVID-19; and
- Continuing to remain consistent in the City's actions with the actions of other agencies.

In order to respond appropriately to the impacts of the pandemic and adhere to these principles, the City's response has been divided into three phases:

- First phase – initial response and precautions for users and staff
- Second phase – maintaining essential services

- Third phase – recovery and reopening

Currently, the City is in the third phase, recovery and reopening, as staff continue to execute plans that were developed for reopening the City's programs, services, and facilities.

---

## **Discussion:**

In the time since the last COVID update report to Council, the Province of Ontario has remained in Step 3 of the recovery roadmap put in place by the Provincial Government. There has been some relaxing of gathering limits for retail and hospitality businesses and cultural and sporting events where large crowds gather. Many private and public organizations have embarked on a return to normal activities such as youth sports organizations.

More recently, there has been speculation that the Province will further relax these restrictions or move beyond Step 3 altogether but, at the time of writing this report, no official announcements have been made.

As mentioned in the previous report to Council, the Province has instituted a system that requires participants in various activities to provide proof of vaccination before accessing the facilities where these activities take place. The City is fully compliant with Provincial regulations of this type.

The City has also implemented a workplace vaccination policy at the direction of Council. This policy governs City employees and lays out requirements for employees that have not been vaccinated, have only received one dose of a vaccine, or choose not to disclose their vaccination status. At this point, compliance with the requirements of this policy is very high and the City's Human Resources Department has put actions in place to ensure 100% compliance in the very near future.

---

## **Internal Consultations:**

The City's Emergency Control Group continues to meet on a regular basis during the pandemic. From time to time, staff from other departments are present at these meetings to discuss reopening of City programs and amenities including recreation facilities and programming, cultural services, and access to City buildings.

---

**Financial Implications:**

While the pandemic has had financial impacts on the City in 2020 and 2021, there are no new financial impacts since the most recent report to Council. City staff project a balanced budget for 2021.

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**Public Engagement:**

The City continues to provide high-quality communication to the community by giving frequent updates of City initiatives and sharing information from other agencies such as the Federal government, the Provincial government, and the Region of Niagara and Niagara Region Public Health.

---

**Strategic Plan Alignment:**

The initiative contained within this report supports the following pillar(s) of the strategic plan:

- Service and Simplicity - Quality and Innovative Delivery of Customer Services
  - Value: Financial Management to Achieve Financial Sustainability
  - People: Supporting and Investing in Human Capital
  - Governance: Communications, Engagement, and Decision-Making
- 

**Conclusion:**

The City's Emergency Control Group continues to meet during the pandemic to make operational decisions for the City's programs and services in order to maintain essential operations within the community. Staff will continue to report to Council for the duration of the pandemic.

---

Respectfully submitted,

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

**Report Approval:**

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





# The City of Niagara Falls, Ontario

## Resolution

October 5, 2021

No. 10

**Moved by: Councillor Mike Strange**

**Seconded by: Councillor Chris Dabrowski**

**WHEREAS** Monday, October 24 2022 is Municipal and School Board election day, and municipal clerks who administer Municipal and School Board elections are in the middle of planning for this important democratic event.

**WHEREAS** municipalities have statutory authority to use schools as polling places under section 45 of the Municipal Elections Act, 1996.

**WHEREAS** schools are often the largest, most centrally located and accessible facility in communities which make them ideal locations to host polling stations.

**WHEREAS** many school boards across the Province already work with municipalities to schedule a Professional Development Days (PD Days) on municipal election day every four years.

**WHEREAS** the City Clerk runs the school board elections for the District School Board of Niagara (English Public), Niagara Catholic School Board (English Separate), Conseil Scolaire Viamonde (French Public) and the Conseil Scolaire Catholique MonAvenir (French Separate).

**WHEREAS** in 2018, approximately 25% of school boards agreed to make Municipal and School Board Election Day a PD Day. Approximately another 60% had PD days in October already. Almost 30% of had days within a week of municipal election day and there are a number of school boards that schedule PD Days on Mondays already. And therefore, it is possible to make arrangements for a PD Day to fall on Municipal and School Board Election Day.

**WHEREAS** school boards and municipalities can work together, to increase these rates and make it easier for local voters to cast their ballots while ensuring student safety.

**WHEREAS** partnering with municipalities once every four years to ensure that municipal and school board elections fall on a PD Day has a number of benefits to School boards, schools and the broader community including:

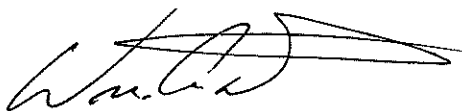
- Easing the facilitation of Election Day so that Clerks can ensure a smooth democratic process which elects school board trustees as well as local council members.
- Ensuring public health promotion and protection through more adequate physical distancing in these larger venues.
- Enhancing the principles of safe schools for both students and teachers by reducing the number of people in the school.
- Providing voters with a large, accessible location to cast their votes for their school board and municipal representatives.

**WHEREAS** school boards are entering into deliberations about the 2022-2023 School year calendar in order to submit their proposed calendars to the Ministry of Education by May 2022.

**THEREFORE BE IT RESOLVED** that the City of Niagara Falls request that the District School Board of Niagara (English Public), Niagara Catholic School Board (English Separate), Conseil Scolaire Viamonde (French Public) and the Conseil Scolaire Catholique MonAvenir (French Separate) schedule a Professional Development Day on Municipal and School Board Election Day, Monday October 24<sup>th</sup> 2022.

**AND THAT** a copy of this resolution be forwarded to Hon. Steve Clark, Minister of Municipal Affairs and Housing, Hon. Stephen Lecce, Minister of Education, the Association of Municipal Managers, Clerks & Treasurers of Ontario (AMCTO) and the Association of Municipalities of Ontario (AMO).

**AND The Seal of the Corporation be hereto affixed. Carried Unanimously**  
**(Councillor Pietrangelo declared a conflict)**



**WILLIAM G. MATSON**  
**CITY CLERK**



**JAMES M. DIODATI**  
**MAYOR**



October 8, 2021

Honourable Stephen Lecce  
Minister of Education  
5<sup>th</sup> Floor, 438 University Avenue  
Toronto, ON M7A 2A5  
Via email: [minister.edu@ontario.ca](mailto:minister.edu@ontario.ca)

Dear Minister Lecce:

**Resolution from City of Niagara Falls – Regarding School Board Professional  
Development Day Request – Monday, October 24, 2022**

Please be advised that the City of Niagara Falls' City Council at its meeting of October 5, 2021 adopted the following motion:

**ORDERED** on the motion of Councillor Mike Strange, Seconded by Councillor Chris Dabrowski that the resolution from the City Clerk of Niagara Falls regarding a request to ask school boards in Niagara to schedule a Professional Development Day on October 24, 2022, Municipal And School Board Election Day, be approved.

**Moved by: Councillor Mike Strange**

**Seconded by: Councillor Chris Dabrowski**

**WHEREAS** Monday, October 24 2022 is Municipal and School Board election day, and municipal clerks who administer Municipal and School Board elections are in the middle of planning for this important democratic event.

**WHEREAS** municipalities have statutory authority to use schools as polling places under section 45 of the Municipal Elections Act, 1996.

**WHEREAS** schools are often the largest, most centrally located and accessible facility in communities which make them ideal locations to host polling stations.

**WHEREAS** many school boards across the Province already work with municipalities to schedule a Professional Development Days (PD Days) on municipal election day every four years.

***Working Together to Serve Our Community***

Clerks  
Ext 4342 Fax 905-356-9083  
[billmatson@niagarafalls.ca](mailto:billmatson@niagarafalls.ca)

**WHEREAS** the City Clerk runs the school board elections for the District School Board of Niagara (English Public), Niagara Catholic School Board (English Separate), Conseil Scolaire Viamonde (French Public) and the Conseil Scolaire Catholique MonAvenir (French Separate).

**WHEREAS** in 2018, approximately 25% of school boards agreed to make Municipal and School Board Election Day a PD Day. Approximately another 60% had PD days in October already. Almost 30% of had days within a week of municipal election day and there are a number of school boards that schedule PD Days on Mondays already. And therefore, it is possible to make arrangements for a PD Day to fall on Municipal and School Board Election Day.

**WHEREAS** school boards and municipalities can work together, to increase these rates and make it easier for local voters to cast their ballots while ensuring student safety.

**WHEREAS** partnering with municipalities once every four years to ensure that municipal and school board elections fall on a PD Day has a number of benefits to School boards, schools and the broader community including:

- Easing the facilitation of Election Day so that Clerks can ensure a smooth democratic process which elects school board trustees as well as local council members.
- Ensuring public health promotion and protection through more adequate physical distancing in these larger venues.
- Enhancing the principles of safe schools for both students and teachers by reducing the number of people in the school.
- Providing voters with a large, accessible location to cast their votes for their school board and municipal representatives.

**WHEREAS** school boards are entering into deliberations about the 2022-2023 School year calendar in order to submit their proposed calendars to the Ministry of Education by May 2022.

**THEREFORE BE IT RESOLVED** that the City of Niagara Falls request that the District School Board of Niagara (English Public), Niagara Catholic School Board (English Separate), Conseil Scolaire Viamonde (French Public) and the Conseil Scolaire Catholique MonAvenir (French Separate) schedule a Professional Development Day on Municipal and School Board Election Day, Monday October 24<sup>th</sup> 2022.

**AND THAT** a copy of this resolution be forwarded to Hon. Steve Clark, Minister of Municipal Affairs and Housing, Hon. Stephen Lecce, Minister of Education, the Association of Municipal Managers, Clerks & Treasurers of Ontario (AMCTO) and the Association of Municipalities of Ontario (AMO).

**AND The Seal of the Corporation be hereto affixed.                      Carried Unanimously**

Attached is the signed resolution that was passed at the City Council Meeting on October 5, 2021.

I trust that this information will be of assistance.

Sincerely,

*Bill Matson*

Bill Matson  
City Clerk

cc.

Honourable Steve Clark, Minister of Municipal Affairs and Housing, [steve.clark@pc.ola.org](mailto:steve.clark@pc.ola.org)

Association of Municipal Managers, Clerks & Treasurers of Ontario (AMCTO), [amcto@amcto.com](mailto:amcto@amcto.com)

Association of Municipalities of Ontario (AMO), [amo@amo.on.ca](mailto:amo@amo.on.ca)

District School Board of Niagara (English Public), [flyers@dsbn.org](mailto:flyers@dsbn.org);

Niagara Catholic School Board (English Separate), [info@ncdsb.com](mailto:info@ncdsb.com)

Conseil Scolaire Viamonde (French Public), [pioffetm@csviamonde.ca](mailto:pioffetm@csviamonde.ca)

Conseil Scolaire Catholique Mon Avenir (French Separate), [ablais@cscmonavenir.ca](mailto:ablais@cscmonavenir.ca)

Ann-Marie Norio, Regional Clerk, [ann-marie.norio@niagararegion.ca](mailto:ann-marie.norio@niagararegion.ca)

Local Niagara Municipalities





# The City of Niagara Falls, Ontario

## Resolution

October 5, 2021

No. 10

**Moved by: Councillor Mike Strange**

**Seconded by: Councillor Chris Dabrowski**

**WHEREAS** Monday, October 24 2022 is Municipal and School Board election day, and municipal clerks who administer Municipal and School Board elections are in the middle of planning for this important democratic event.

**WHEREAS** municipalities have statutory authority to use schools as polling places under section 45 of the Municipal Elections Act, 1996.

**WHEREAS** schools are often the largest, most centrally located and accessible facility in communities which make them ideal locations to host polling stations.

**WHEREAS** many school boards across the Province already work with municipalities to schedule a Professional Development Days (PD Days) on municipal election day every four years.

**WHEREAS** the City Clerk runs the school board elections for the District School Board of Niagara (English Public), Niagara Catholic School Board (English Separate), Conseil Scolaire Viamonde (French Public) and the Conseil Scolaire Catholique MonAvenir (French Separate).

**WHEREAS** in 2018, approximately 25% of school boards agreed to make Municipal and School Board Election Day a PD Day. Approximately another 60% had PD days in October already. Almost 30% of had days within a week of municipal election day and there are a number of school boards that schedule PD Days on Mondays already. And therefore, it is possible to make arrangements for a PD Day to fall on Municipal and School Board Election Day.

**WHEREAS** school boards and municipalities can work together, to increase these rates and make it easier for local voters to cast their ballots while ensuring student safety.

**WHEREAS** partnering with municipalities once every four years to ensure that municipal and school board elections fall on a PD Day has a number of benefits to School boards, schools and the broader community including:

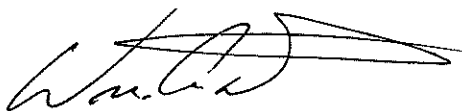
- Easing the facilitation of Election Day so that Clerks can ensure a smooth democratic process which elects school board trustees as well as local council members.
- Ensuring public health promotion and protection through more adequate physical distancing in these larger venues.
- Enhancing the principles of safe schools for both students and teachers by reducing the number of people in the school.
- Providing voters with a large, accessible location to cast their votes for their school board and municipal representatives.

**WHEREAS** school boards are entering into deliberations about the 2022-2023 School year calendar in order to submit their proposed calendars to the Ministry of Education by May 2022.

**THEREFORE BE IT RESOLVED** that the City of Niagara Falls request that the District School Board of Niagara (English Public), Niagara Catholic School Board (English Separate), Conseil Scolaire Viamonde (French Public) and the Conseil Scolaire Catholique MonAvenir (French Separate) schedule a Professional Development Day on Municipal and School Board Election Day, Monday October 24<sup>th</sup> 2022.

**AND THAT** a copy of this resolution be forwarded to Hon. Steve Clark, Minister of Municipal Affairs and Housing, Hon. Stephen Lecce, Minister of Education, the Association of Municipal Managers, Clerks & Treasurers of Ontario (AMCTO) and the Association of Municipalities of Ontario (AMO).

**AND The Seal of the Corporation be hereto affixed. Carried Unanimously**  
**(Councillor Pietrangelo declared a conflict)**



**WILLIAM G. MATSON**  
**CITY CLERK**



**JAMES M. DIODATI**  
**MAYOR**



October 8, 2021

Honourable Stephen Lecce  
Minister of Education  
5<sup>th</sup> Floor, 438 University Avenue  
Toronto, ON M7A 2A5  
Via email: [minister.edu@ontario.ca](mailto:minister.edu@ontario.ca)

Dear Minister Lecce:

**Resolution from City of Niagara Falls – Regarding School Board Professional  
Development Day Request – Monday, October 24, 2022**

Please be advised that the City of Niagara Falls' City Council at its meeting of October 5, 2021 adopted the following motion:

**ORDERED** on the motion of Councillor Mike Strange, Seconded by Councillor Chris Dabrowski that the resolution from the City Clerk of Niagara Falls regarding a request to ask school boards in Niagara to schedule a Professional Development Day on October 24, 2022, Municipal And School Board Election Day, be approved.

**Moved by: Councillor Mike Strange**

**Seconded by: Councillor Chris Dabrowski**

**WHEREAS** Monday, October 24 2022 is Municipal and School Board election day, and municipal clerks who administer Municipal and School Board elections are in the middle of planning for this important democratic event.

**WHEREAS** municipalities have statutory authority to use schools as polling places under section 45 of the Municipal Elections Act, 1996.

**WHEREAS** schools are often the largest, most centrally located and accessible facility in communities which make them ideal locations to host polling stations.

**WHEREAS** many school boards across the Province already work with municipalities to schedule a Professional Development Days (PD Days) on municipal election day every four years.

***Working Together to Serve Our Community***

Clerks  
Ext 4342 Fax 905-356-9083  
[billmatson@niagarafalls.ca](mailto:billmatson@niagarafalls.ca)

**WHEREAS** the City Clerk runs the school board elections for the District School Board of Niagara (English Public), Niagara Catholic School Board (English Separate), Conseil Scolaire Viamonde (French Public) and the Conseil Scolaire Catholique MonAvenir (French Separate).

**WHEREAS** in 2018, approximately 25% of school boards agreed to make Municipal and School Board Election Day a PD Day. Approximately another 60% had PD days in October already. Almost 30% of had days within a week of municipal election day and there are a number of school boards that schedule PD Days on Mondays already. And therefore, it is possible to make arrangements for a PD Day to fall on Municipal and School Board Election Day.

**WHEREAS** school boards and municipalities can work together, to increase these rates and make it easier for local voters to cast their ballots while ensuring student safety.

**WHEREAS** partnering with municipalities once every four years to ensure that municipal and school board elections fall on a PD Day has a number of benefits to School boards, schools and the broader community including:

- Easing the facilitation of Election Day so that Clerks can ensure a smooth democratic process which elects school board trustees as well as local council members.
- Ensuring public health promotion and protection through more adequate physical distancing in these larger venues.
- Enhancing the principles of safe schools for both students and teachers by reducing the number of people in the school.
- Providing voters with a large, accessible location to cast their votes for their school board and municipal representatives.

**WHEREAS** school boards are entering into deliberations about the 2022-2023 School year calendar in order to submit their proposed calendars to the Ministry of Education by May 2022.

**THEREFORE BE IT RESOLVED** that the City of Niagara Falls request that the District School Board of Niagara (English Public), Niagara Catholic School Board (English Separate), Conseil Scolaire Viamonde (French Public) and the Conseil Scolaire Catholique MonAvenir (French Separate) schedule a Professional Development Day on Municipal and School Board Election Day, Monday October 24<sup>th</sup> 2022.

**AND THAT** a copy of this resolution be forwarded to Hon. Steve Clark, Minister of Municipal Affairs and Housing, Hon. Stephen Lecce, Minister of Education, the Association of Municipal Managers, Clerks & Treasurers of Ontario (AMCTO) and the Association of Municipalities of Ontario (AMO).

**AND The Seal of the Corporation be hereto affixed.                      Carried Unanimously**

Attached is the signed resolution that was passed at the City Council Meeting on October 5, 2021.

I trust that this information will be of assistance.

Sincerely,

*Bill Matson*

Bill Matson  
City Clerk

cc.

Honourable Steve Clark, Minister of Municipal Affairs and Housing, [steve.clark@pc.ola.org](mailto:steve.clark@pc.ola.org)

Association of Municipal Managers, Clerks & Treasurers of Ontario (AMCTO), [amcto@amcto.com](mailto:amcto@amcto.com)

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Ann-Marie Norio, Regional Clerk, [ann-marie.norio@niagararegion.ca](mailto:ann-marie.norio@niagararegion.ca)

Local Niagara Municipalities





## TOWNSHIP OF ADELAIDE METCALFE

2340 Egremont Drive, Strathroy, ON N7G 3H6

T: 519-247-3687 F: 519-247-3411

[www.adelaidemetcalfe.on.ca](http://www.adelaidemetcalfe.on.ca)

October 8, 2021

Township of Scugog  
181 Perry Street  
PO Box 780  
Port Perry, ON  
L9L 1A7

**ATTENTION: BECKY JAMIESON, DIRECTOR OF CORPORATE SERVICES/MUNICIPAL CLERK**

**RE: SUPPORT OF RESOLUTION – FEDERAL AND PROVINCIAL FUNDING OF RURAL  
INFRASTRUCTURE PROJECTS**

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Please be advised that the Council of the Township of Adelaide Metcalfe, at the regular meeting of October 4, 2021, supported and passed The Township of Scugog resolution as follows.

**THAT the Province of Ontario and the Government of Canada be encouraged to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements.**

**CARRIED.**

Kind regards,

Mike Barnier  
Manager of Legislative Services/Clerk



## Memorandum

**To: Members of Council**  
**From: Mayor Steele**  
**Date: October 25, 2021**  
**Re: Rezoning of Lot 71, Plan 59M-428**

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When the plan of subdivision was passed for phase 2 of Westwood Estates, the zoning of Lot 71, Plan 59M-428 allowed for multi-residential buildings.

The plan has always been to build a semi-detached house on Lot 71, Plan 59M-428. This has never changed.

When the City's new zoning by-law was passed, the zoning was changed to R1, which does not allow for multi-residential buildings.

A zoning by-law amendment is now needed to change this zoning to R2, to allow for the continued development according to the plan of subdivision approved by council on May 24, 2016.

I am requesting that the following motion be approved:

*That the Acting Director of Planning and Development be directed to initiate a zoning by-law amendment on Westwood Estates Phase 2, Lot 71, Plan 59M-428 to rezone the property to R2; and*

*That the fees for the zoning-by law amendment application be waived.*

Thank you for your consideration,

Mayor William C. Steele

## Port Colborne Public Library Board

### MINUTES of the Eighth Regular Board Meeting of 2021

**Date:** Tuesday, September 7, 2021  
**Time:** 6:15 p.m.  
**Location:** Virtual Meeting held via Microsoft Teams

**Members Present:** M. Cooper, Chair  
M. Bagu, Councillor  
B. Beck  
V. Catton  
J. Frenette  
A. Kennerly  
C. MacMillan

**Regrets:** B. Ingram, Vice-Chair  
H. Cooper

**Staff Present:** S. Luey, Chief Executive Officer  
S. Therrien, Director of Library Services (Board Secretary)  
B. Boles, Board Treasurer

#### 1. Call to Order

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

#### 2. Declaration of Conflict of Interest

#### 3. Adoption of the Agenda

Moved by J. Frenette  
Seconded by V. Catton

That the agenda dated September 7, 2021 be adopted, as circulated.

Carried

**4. Presentation**

Constable Jason McKnight, Niagara Regional Police Service, discussed safety and security issues at the library, ways to reduce incidents at the library and on the Cultural Block grounds, and the possibility of hiring a security guard. After discussion, the Board advised that staff continue to maintain vigilance and report all incidents. The Board will revisit the need to hire a security guard for the library, or in partnership with the Museum, at a later date.

**5. Approval of Minutes**

Moved by C. MacMillan  
Seconded by A. Kennerly

That the minutes of the regular meeting, dated July 6, 2021 be approved, as circulated.

Carried

**6. Business Arising from the Minutes**

**7. Consent Items**

**7.1. Circulation Reports**

- 7.1.1.** 2<sup>nd</sup> Quarter 2021 Circulation Report
- 7.1.2.** June 2021 Circulation Report
- 7.1.3.** June 2021 Digital Programming Report
- 7.1.4.** June 2021 LiNC Transit Report
- 7.1.5.** July 2021 Circulation Report
- 7.1.6.** July 2021 Digital Programming Report
- 7.1.7.** July 2021 LiNC Transit Report

**7.2. Public Relations Report**

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

### **7.3. Media Items**

- 7.3.1.** Port Colborne Public Library Digital Newsletter, August 2021
- 7.3.2.** Port Colborne Public Library Digital Newsletter, September 2021
- 7.3.3.** City Hall News, September 2021

Moved by J. Frenette  
Seconded by A. Kennerly

That consent items 7.1 to 7.4 be received for information purposes.

Carried

## **8. Discussion Items**

### **8.1. Building Condition Assessment Report (S. Therrien)**

The Board will schedule a special meeting to determine how to prioritize and implement the recommendations outlined in the Building Condition Assessment report.

### **8.2. Libraries and Reconciliation (S. Therrien)**

The Board will schedule a special meeting to discuss the library's response to the Calls to Action for advancing Truth and Reconciliation, the recommendations presented in the Canadian Federation of Libraries Associations report on Truth and Reconciliation, and the library's current Land Acknowledgment Statement.

### **8.3. OTF Resilient Communities Fund Project Update (S. Therrien)**

The Board reviewed the progress of the projects to date. The single-use study booth, the accessible collaborative workspace pavilion, and public computer workstations have been installed. The RFP for the public service desk will be posted in October 2021.



#### **8.4. Director's Report (S. Therrien)**

##### **8.4.1. COVID-10 Update**

The Library remains in Step 2 of the province's Roadmap to Reopen. Library services include contactless curbside pick-up, in-person browsing, public computer access, print services, and take-and-make crafts. All visitors are actively screened.

##### **8.4.2. Facilities Update**

The Director reported on the completion of the following projects:

- Building condition assessment report
- Designated substances report
- Fire panel replacement and fire alarm updates

The Niagara Regional Broadband Network (NRBN) connectivity and voice solutions project is underway, with preliminary site visits completed.

##### **8.4.3. Staff Development**

Staff development opportunities include:

- Board and staff enrollment in First Nations University's *4 Seasons of Reconciliation* workplace education program
- Mohawk College, Library Technician Program (one staff currently enrolled)
- Ontario Library Service online courses and webinars ongoing and available for all library staff

##### **8.4.4. Grants and Funding**

- The Port Colborne Historical and Marine Museum received a Niagara Investment in Culture grant to celebrate diversity in Port Colborne. The Museum generously included the Library in its project objectives. The library benefited from the grant with access to a student who conducted research on the library's

## Port Colborne Public Library Board

Black History collection; funding of \$997.08 for its Indigenous collection; and, received three decorated diversity flower pots for display at the library.

- The library has completed two of three projects as part of an OTF Resilient Communities Fund grant. An RFP will be posted in October 2021 for a new service desk.

### **8.4.5. 2020 Statistical Information on Local Comparable Libraries**

The Director presented statistics and key-ratios compiled from the 2020 Annual Survey on libraries serving populations 15,001 to 30,000. Local comparable libraries include Grimsby, Lincoln, Niagara-on-the-Lake, Pelham and Thorold.

### **8.5. Annual Report (S. Therrien)**

The Board reviewed the 2020 Annual Report that will be presented to Council on September 27, 2021. A video version of the report is being created to supplement the annual report presentation. Shianne Stephens of the City's Communications Team will film and edit the video.

## **9. Decision Items**

### **9.1. Policy Review**

- 9.1.1.** OP-08: Public Meeting Spaces
- 9.1.2.** OP-10: Children in the Library
- 9.1.3.** OP-11: Teens in the Library
- 9.1.4.** OP-19: King Street Sign

Moved by C. MacMillan  
Seconded by B. Beck

That the Board approves policies 9.1.1 to 9.1.4, as presented.

Carried

## **10. Board Members' Items**

**11. Notices of Motion**

**12. Date of the Next Meeting**

A special meeting to discuss the library's response to Truth and Reconciliation will be held Tuesday, October 5, 2021 at 6:15 p.m. via Microsoft Teams

**13. Adjournment**

Moved by J. Frenette  
Seconded by A. Kennerly

That the meeting be adjourned at approximately 7:16 p.m.

Carried.

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Bryan Ingram  
Board Vice-Chair  
October 5, 2021

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Susan Therrien  
Director of Library Services  
Board Secretary  
October 5, 2021

The Corporation of the City of Port Colborne

By-law No. \_\_\_\_\_

Being a By-law to Authorize Entering into an Agreement with Canada  
Community Revitalization Fund

Whereas at its meeting of October 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Office Report No. 2021-273, Subject: Contribution Agreement – Canada Community Revitalization Fund; and

Whereas Council is desirous of entering into a Contribution Agreement with Her Majesty The Queen in Right of Canada hereby represented by the Ministry responsible for Federal Economic Development Agency for Southern Ontario – Canada Community Revitalization Fund; 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 Contribution Agreement with Her Majesty the Queen in Right of Canada hereby represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario – Canada Community Revitalization Fund for funding for the Waterfront Centre.
2. That the Mayor and the 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 or any other phase for the Minister responsible for Federal Economic Development Agency for Southern Ontario, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 25th day of October, 2021.

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William C. Steele  
Mayor

---

Amber LaPointe  
City Clerk

**CANADA COMMUNITY REVITALIZATION FUND****CONTRIBUTION AGREEMENT**

This Contribution Agreement is made as of October 15, 2021

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
("Her Majesty") hereby represented by the Minister responsible  
for Federal Economic Development Agency for Southern Ontario

**AND:**

**THE CORPORATION OF THE CITY OF PORT  
COLBORNE** ("Recipient") a **municipal government**  
established under the laws of **Ontario**.

**WHEREAS** the Federal Economic Development Agency for Southern Ontario was created to strengthen southern Ontario's economic capacity for innovation, entrepreneurship and collaboration, and promote the development of a strong and diversified southern Ontario economy;

**WHEREAS** as part of the Southern Ontario Prosperity Program, the Minister has established the *Canada Community Revitalization Fund* to help communities, cities and towns build and improve their infrastructure to bring people back to public shared spaces safely, and to create jobs and stimulate local economies as they recover from the social and economic disruptions associated with the COVID-19 outbreak;

**WHEREAS** the Agency (as defined below) seeks to guarantee individuals the right to be free from discrimination based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, and disability, in accordance with section 35 of the *Canadian Human Rights Act*;

**WHEREAS** the Agency seeks to promote a more representative workforce and commits to correcting disadvantages in employment experienced by women, Indigenous peoples, Black Canadians and other racialized Canadians, in accordance with the *Employment Equity Act*; and

**WHEREAS** the Minister has agreed to make a non-repayable contribution to the Recipient in support of the Recipient's Eligible and Supported Costs (as defined herein) of the Project.

**NOW THEREFORE**, in accordance with the mutual covenants and agreements herein, Her Majesty as represented by the Minister (as defined herein) and the Recipient agree as follows:

**1. Purpose of the Agreement**

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide funding in support of the Project (as defined herein).

**2. Interpretation**

**2.1 Definitions.** In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

**Agency** means the Federal Economic Development Agency for Southern Ontario.

**Agreement** means this contribution agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.

**Cash Flow Projection of the Project** means a spreadsheet presentation of the Project's projected total quarterly revenues and expenses for the duration of the Project, and showing all other sources of cash and cash from the anticipated claims for the Contribution.

**CCRF** means the Canada Community Revitalization Fund.

**Completion Date** means the Project completion date February 13, 2023.

**Contribution** means the contribution to Eligible and Supported Costs in the amount stipulated in Subsection 4.1.



**Control Period** means the period of **four (4)** years following the period determined in Subsection 3.1 as the duration of the Agreement.

**Date of Acceptance** means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

**Eligibility Date** means April 19, 2021.

**Eligible Costs** means those costs incurred by the Recipient and which, in the opinion of the Minister, are reasonable and required to carry out the Project.

**Eligible and Not-Supported Costs** means those Eligible Costs which are not supported by the Contribution and which are identified in Annex 1 – Statement of Work.

**Eligible and Supported Costs** means those Eligible Costs supported by the Contribution as identified in Annex 1 – Statement of Work and relating to the Project activities described therein and which are in compliance with Annex 2 – Costing Memorandum.

**Event of Default** means the events of defaults described in Subsection 12.1 hereof.

**Fiscal Year** means the Government of Canada's fiscal year beginning on April 1st of a year and ending on March 31st of the following year.

**Minister** means the Minister responsible for the Agency or any one or more of the Minister's representatives.

**Parties** means the Minister and the Recipient and **Party** means any one of them.

**Program Completion Date** means March 31, 2023.

**Project** means the project described in Annex 1 – Statement of Work.

**Southern Ontario** includes the following regions: 1 Stormont, Dundas and Glengarry; 2 Prescott and Russell; 6 Ottawa; 7 Leeds and Grenville; 9 Lanark; 10 Frontenac; 11 Lennox and Addington; 12 Hastings; 13 Prince Edward; 14 Northumberland; 15 Peterborough; 16 Kawartha Lakes; 18 Durham; 19 York; 20 Toronto; 21 Peel; 22 Dufferin; 23 Wellington; 24 Halton; 25 Hamilton; 26 Niagara; 28 Haldimand-Norfolk; 29 Brant; 30 Waterloo; 31 Perth; 32 Oxford; 34 Elgin; 36 Chatham-Kent; 37 Essex; 38 Lambton; 39 Middlesex; 40 Huron; 41 Bruce; 42 Grey; 43 Simcoe; 46 Haliburton; and 47 Renfrew.

- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

**Annex 1 - Statement of Work**  
**Annex 2 - Costing Guideline Memorandum**  
**Annex 3 - Reporting Requirements**  
**Annex 4 - Federal Visibility Requirements**

### 3. Duration of Agreement

- 3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:

- (a) twelve (12) months after the earlier of:
  - i) the completion of the Project to the satisfaction of the Minister; or
  - ii) the Completion Date.

- (b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

- 3.2 **Control Period.** Notwithstanding the provisions of Subsection 3.1 above, during the Control Period, the rights and obligations described in the following sections shall continue beyond the duration of the Agreement:

Section 5 – Other Government Financial Support  
Subsection 6.8 – Overpayment or non-entitlement  
Subsections 7.2, 7.3, 7.4, 7.5, 7.6, 7.7 and 7.8 – Reporting, Monitoring, Audit and Evaluation  
Subsection 8.1c) - Representations  
Section 11 – Indemnification and Limitation of Liability  
Section 12 – Default and Remedies  
Section 14 – General  
Annex 3 – Reporting Requirements – Section 3

- 3.3 **Commencement.** The Recipient agrees to commence the Project, no later than sixty (60) calendar days after the Date of Acceptance, otherwise the Minister may terminate this Agreement at the Minister's sole discretion.

#### **4. The Contribution**

- 4.1 The Minister will make a non-repayable Contribution to the Recipient in respect of the Project in an amount not exceeding the lesser of (a) and (b) as follows:
- (a) *One Hundred Percent (100%)* of Eligible and Supported Costs of the Project incurred by the Recipient; and
- (b) *Seven Hundred and Fifty Thousand (\$750,000)*
- 4.2 The payment of the Contribution per Fiscal Year is set out in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other Fiscal Years than those specified in Annex 1 - Statement of Work.
- 4.3 The Minister shall not contribute to any Eligible and Supported Costs incurred prior to the Eligibility Date or later than the Completion Date.
- 4.4 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.
- 4.5 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to ten percent (10 %) of the Contribution amount until:
- (a) the Project is completed to the satisfaction of the Minister;
- (b) the Recipient has satisfied all the conditions of this Agreement;
- (c) the final report described in Subsection 6.6 (a) (iii) has been submitted to the satisfaction of the Minister;
- (d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and
- (e) the Minister has approved the final claim described in Subsection 6.6.

#### **5. Other Government Financial Support**

- 5.1 The Recipient hereby confirms that for purposes of this Project no federal, provincial, municipal or local government assistance has been requested, received or will be received except as disclosed in Annex 1 – Statement of Work.

5.2 The Recipient shall promptly inform the Minister in writing in the event additional other government financial support has been requested or received for the Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.

5.3 In no instance will the total government funding towards the Eligible Costs of the Project be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

## **6. Claims and Payments**

6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related Project costs in respect of this Agreement, separate and distinct from any other sources of funding.

6.2 **Claims Procedures.** The Recipient shall submit claims for reimbursement of Eligible and Supported Costs incurred not more frequently than monthly and not less frequently than quarterly, in a form satisfactory to the Minister and in accordance with the claim schedule provided by the Minister. Each claim will include the following information:

- (a) an itemized summary by cost category of Eligible and Supported Costs incurred in the form and substance prescribed by the Minister;
- (b) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and all supporting information provided;
- (c) if applicable, a certification by a director or officer of the Recipient that any environmental mitigation measures that may be set out in this Agreement have been implemented; and
- (d) any other substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.

6.3 The Recipient agrees to submit its first claim for Eligible and Supported Costs within:

- (a) sixty (60) calendar days from the Date of Acceptance of this Contribution Agreement; or
  - (b) sixty (60) calendar days from the date of Project commencement,
- whichever is the later.

6.4 The Recipient agrees to submit its last claim for Eligible and Supported Costs incurred in each Fiscal Year on or before February 25th of that year. For claims related to the final quarter of the Fiscal Year, the Recipient shall also submit to the Minister, no later than February 25<sup>th</sup>, a detailed estimate of costs incurred but not yet claimed to the end of the Fiscal Year.

## **6.5 Advance Payments.**

- (a) **Initial Advance.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible and Supported Costs payable under this Agreement, the Minister may, at the Minister's sole discretion, pay to the Recipient an initial advance for Eligible and Supported Costs up to twenty-five percent (25%) of the portion of the Contribution allocated to the Fiscal Year in which the request is made subject to the following:
  - (i) the Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the initial advance period along with any documentation that the Minister may reasonably request; and
  - (ii) the Recipient shall account by way of claim, to the satisfaction of the Minister, for the use of any advances within one hundred and twenty (120) days of the beginning of the advance period.
- (b) **Subsequent Advances.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need, the Minister may, at the Minister's sole discretion, make additional advances for Eligible and Supported Costs, subject to the following:

- (i) the Recipient follows the requirements outlined under (a) (i) and (a) (ii) above with respect to any subsequent advance;
  - (ii) the Recipient provides a statement of the Eligible and Supported Costs incurred during the previous advance period, or any other advance period, certified by a financial officer or other representative of the Recipient;
  - (iii) the Recipient provides a satisfactory report on progress and spending to date substantially in the form prescribed by the Minister; and
  - (iv) the Recipient submits the advance request at least two (2) weeks prior to the start of the advance period to which the advance request pertains.
- (c) The Recipient agrees to spend advances in the Fiscal Year the advance was made, failing which the Recipient agrees to reimburse the Minister any unspent amounts. If the amount of the advance exceeds the amount of Eligible and Supported Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

#### 6.6 Final Claim Procedures.

- (a) The Recipient shall submit a final claim pertaining to the final reimbursement of any Eligible and Supported Costs, previously claimed or not, signed by a director or officer of the Recipient and accompanied by the following, in addition to the requirements set out in Subsection 6.2, in a form satisfactory to the Minister in scope and detail:
- (i) a final statement of total Project costs;
  - (ii) a statement of the total government assistance (federal, provincial and municipal assistance) received or requested towards the Eligible Costs of the Project;
  - (iii) a final report on the Project, as more fully described in Section 3 of Annex 3 – Reporting Requirements; and
  - (iv) a final certificate executed by a director or officer of the Recipient substantially in the form prescribed by the Minister.
- (b) The Recipient shall submit the final claim for reimbursement of Eligible and Supported Costs incurred to the satisfaction of the Minister no later than three (3) months after the Completion Date or the date the Project is completed to the satisfaction of the Minister, whichever is earlier. The Minister shall have no obligation to pay any claims submitted after this date.

#### 6.7 Payment Procedures.

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, it will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.
- (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible and Supported Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.
- (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- (d) The Minister may require, at the Minister's expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

- 6.8 **Overpayment or Non-entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty and shall be recovered as such from the Recipient. The Recipient shall repay Her Majesty within thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest as calculated in accordance with Subsection 14.2 of this Agreement.

- 6.9 **Revenue Earned.** If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue from all or part of the activities supported by the Contribution, other than that interest or revenue which is used to pay for all or part of the Eligible Costs incurred by the Recipient during the Project, the Minister may in the Minister's absolute discretion reduce the Contribution by all or by such portion of the revenue as deemed appropriate.

**7. Reporting, Monitoring, Audit and Evaluation**

- 7.1 The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, to the Minister's satisfaction. This includes, at minimum, an annual report to be submitted by the Recipient no later than April 15th of each year.
- 7.2 Upon request of the Minister and at no cost to the Minister, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.
- 7.3 The Minister may request a copy of any report or publication produced as a result of this Agreement or the Project, whether interim or final, as soon as it becomes available.
- 7.4 The Recipient shall at its own expense:
- (a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of the Project costs, wherever such books, and records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister's discretion may require;
  - (b) upon reasonable notice and after consultation with the Recipient, permit the Minister, reasonable access to the Project site and/or the Recipient's premises and documents in order to inspect and assess the progress and results of the Project and compliance with the terms of this Agreement; and
  - (c) supply promptly, on request, such other reports or data in respect of the Project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.
- 7.5 The Minister shall have the right, at the Minister's own expense, and as and when the Minister determines necessary, to perform audits of the Project costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible and Supported Costs, and the administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for reimbursement of Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to Her Majesty under the provisions of this Agreement.
- 7.6 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Agency officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.7 The Recipient agrees that the Minister, at the Minister's expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor the Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to the Project to such firms or individuals.
- 7.8 **Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1 (1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42 (4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:
- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and
  - (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.



**8. Representations and Covenants****8.1 Representations.** The Recipient represents and warrants that

- (a) it is a municipal government and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;
- (b) the execution, delivery and performance of this Agreement have been duly and validly authorized by the necessary corporate actions of the Recipient and when executed and delivered by the Recipient, this Agreement constitutes a legal, valid and binding obligation of the Recipient, enforceable against it in accordance with its terms;
- (c) it has acquired appropriate insurance coverage including but not limited to general liability and property damage insurance, at its own expense, in an adequate amount consistent with the scope of the operations and the Project and will maintain such for the duration of the Agreement and the Control Period;
- (d) signatories to this Agreement, on behalf of the Recipient, have been duly authorized under a borrowing by-law to execute and deliver this Agreement;
- (e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable to bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;
- (f) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - (i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- (g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement;
- (h) it has obtained or will obtain all necessary licences and permits in relation to the Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
- (i) the description of the Project in Annex 1 – Statement of Work is complete and accurate; and
- (j) it is located in Southern Ontario.

**8.2 Covenants.** The Recipient covenants and agrees that:

- (a) it shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project, and shall carry out the Project in accordance with the description in Annex 1 – Statement of Work, in a diligent and professional manner, using qualified personnel;
- (b) it shall obtain the prior written consent of the Minister before making any material change to any aspect of the Project or to the management of the Project or the Recipient;
- (c) it shall not make any changes to its objectives or purpose as stated in its constating documents without the prior written consent of the Minister;

- (d) it shall comply with the federal visibility requirements set out in Annex 4 – Federal Visibility Requirements; and
- (e) it shall acquire and manage all equipment, services and supplies required for the Project in a manner that ensures the best value for funds and it shall comply with its procurement policies, rules and regulations.

8.3 **Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.

## 9. Official Languages

The Recipient agrees:

- (a) that any public acknowledgement of the Agency's support for the Project will be expressed in both official languages;
- (b) that basic Project information will be developed and made available in both official languages;
- (c) to invite members of the official-language minority community to participate in any public event relating to the Project, where appropriate;
- (d) that main signage components related to the Project will be in both official languages; and
- (e) that it shall pay for all translation costs save for those which the Minister may incur with respect to any announcement or other public communications.

## 10. Environmental and Other Requirements

- 10.1 The Recipient represents and warrants that the Project is not a "designated project" or a "project" under the applicable federal environmental and impact assessment legislation.
- 10.2 The Recipient agrees to comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including without limitation, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by federal, provincial, territorial, municipal bodies. The Recipient will certify to the Minister that it has done so.
- 10.3 The Recipient will provide the Minister with reasonable access to any Project site, for the purpose of ensuring that the terms and conditions of any environmental approval are met, and that any required conditions, mitigation measures, monitoring or program follow up have been carried out.
- 10.4 If, as a result of changes to the Project or otherwise, the Minister is of the opinion that an environmental or impact assessment or a subsequent determination is required for the Project, the Recipient agrees that construction of the Project or any other physical activity that is carried out in relation to the Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds will become or will be payable by the Minister to the Recipient for the Project unless and until:
  - (a) where the Project is a "designated project" under the applicable federal environmental or impact assessment legislation,
    - (i) a decision pursuant to that legislation is made indicating that no environmental or impact assessment is required for the Project; or
    - (ii) a decision statement in respect of the Project is issued to the Recipient that:
      - 1) the Project is not likely to cause significant adverse environmental effects;
      - 2) the Project is likely to cause significant adverse environmental effects that the Governor in Council decides are justified in the circumstances, which decision statement may contain conditions in respect of the Project; or
      - 3) the adverse effects with respect to the impact assessment of the Project are in the public interest,
  - (b) where the Project is a "project" under the applicable federal environmental or impact assessment legislation, a determination that the carrying out of the Project:

- (i) is not likely to cause significant adverse environmental effects; or
- (ii) is likely to cause significant adverse environmental effects and the Governor in Council decides that those effects are justified in the circumstances, and
- (c) where relevant the requirements under any applicable agreements between Her Majesty and Indigenous groups, are met and continue to be met.

10.5 **Indigenous consultation.** The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Indigenous groups, which may be affected by the terms of this Agreement.

## **11. Indemnification and Limitation of Liability**

11.1 The Recipient shall at all times indemnify and save harmless Her Majesty, its officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

- (a) the Project, its operation, conduct or any other aspect thereof;
- (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
- (c) the design, construction, operation, maintenance and repair of any part of the Project; and
- (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.

11.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.3 Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

## **12. Default and Remedies**

12.1 **Event of Default.** The Minister may declare that an Event of Default has occurred if:

- (a) the Recipient has failed or neglected to pay Her Majesty any amount due in accordance with this Agreement;
- (b) the Project is not meeting its objectives or milestones as set out in Annex 1 – Statement of Work, is not completed to the Minister's satisfaction by the Completion Date or the Project is abandoned in whole or in part;
- (c) the Recipient makes a materially false or misleading statement concerning support by Her Majesty in any internal and/or public communication, other than in good faith;
- (d) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
- (e) an order is made or the Recipient has passed a resolution for the winding up of the Recipient, or the Recipient is dissolved;

- (f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold, disposed or transferred all or substantially all of its assets;
- (g) the Project is carried out outside of Southern Ontario, unless an exception is set out in Annex 1 – Statement of Work;
- (h) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Agency, the Minister, in this Agreement or in its application for the Contribution;
- (i) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;
- (j) the Recipient has not met or satisfied a term or condition under any other contribution agreement or agreement of any kind with Her Majesty;
- (k) the Recipient is not eligible or is otherwise not entitled to the Contribution; [or]
- (l) the Recipient has not complied with the reporting, monitoring, audit and evaluation requirements, specified in this Agreement.

12.2 **Notice of Breach and Rectification Period.** Except in the case of default under Subsection 12.1 (d), (e) and (f), the Minister will not declare that an Event of Default has occurred unless he has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred. During the period of time specified in the notice, the Minister may suspend payment of any claim submitted before or after the date of notice.

12.3 **Remedies.** If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:

- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
- (c) require the Recipient to repay forthwith to Her Majesty all or part of the Contribution, and that amount is a debt due to Her Majesty and may be recovered as such.

12.4 The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by Her Majesty in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies, provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.

### 13. **Miscellaneous**

- 13.1 The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.
- 13.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where an employee of the Recipient is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.

13.3 The Recipient represents and warrants that:

- (a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;
- (b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;
- (c) the Recipient or any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and
- (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.

13.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies set out in Subsection 12.3.

**14. General**

- 14.1 **Debt due to Canada.** Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.
- 14.2 **Interest.** Debts due to Her Majesty will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.
- 14.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.
- 14.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.
- 14.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.
- 14.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.
- 14.7 **Confidentiality.** Subject to the *Access to Information Act* (Canada), the *Privacy Act*, the *Library and Archives Act* of Canada and Annex 4 – Federal Visibility Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.
- 14.8 **International Disputes.** Notwithstanding Subsection 14.7 of this Agreement, the Recipient waives any confidentiality rights to the extent such rights would impede Her Majesty from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which Her Majesty is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defence of Her Majesty's interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure.



- 14.9 **Sharing of Information.** Notwithstanding Subsection 14.7 of this Agreement, by entering into this Agreement, the Recipient agrees that the Minister is authorized to share information pertaining to the Recipient, to its application for funding and/or this Agreement with Government of Canada departments and Crown corporations for the purposes of monitoring a funding agreement, avoiding fraud or non-compliance; and to support transparency and accountability. Disclosure of this information is subject to the relevant privacy and confidentiality laws including without limitation the *Privacy Act*.
- 14.10 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 14.11 **Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada), and all regulations made pursuant to that Act.
- 14.12 **No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- 14.13 **No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of Her Majesty, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of Her Majesty, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 14.14 **No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 14.15 **Public Dissemination.** All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the *Access to Information Act*, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.
- 14.16 **No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of the Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to the Project.
- 14.17 **Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 14.18 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.
- 14.19 **Business Information.** Notwithstanding anything else contained in this Agreement, the Minister shall be given the right to the use of any of the Recipient's publicly available business information about the Project (e.g. brochures, awareness, packages, etc.).
- 14.20 **Tax.** The Recipient acknowledges that financial assistance from government programs may have tax implications for its organization and that advice should be obtained from a qualified tax professional.

**15. Notice**

- 15.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or email (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by email shall be deemed to have been received when sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.
- 15.2 All notices must be sent to the following addresses:

**To the Minister**

Federal Economic Development Agency for  
Southern Ontario  
101-139 Northfield Drive West  
Waterloo, ON N2L 5A6  
**Attention: Canada Community  
Revitalization Fund**

Email: fdo.ccrf-fcfc.fdo@canada.ca

**To the Recipient**

The Corporation Of City of Port  
Colborne  
66 Charlotte Street  
Port Colborne, ON L3K3C8  
**Attention: Scott Luey, Chief  
Administrative Officer**

Email: cao@portcolborne.ca

- 15.3 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

**16. Special Conditions**

- 16.1 **Conditions Precedent.** As a condition precedent to the first disbursement of the Contribution:

- (a) the Recipient agrees to provide to the Minister an officer's certificate executed by an officer of the Recipient in the form prescribed by the Minister which includes certified copies of the Recipient's constating documents, by-laws and resolution authorizing the entering into of this Agreement;
- (b) the Recipient shall obtain and maintain general liability and property damage insurance. The Recipient agrees to provide certificates of insurance and such other evidence of insurance as the Minister may request;
- (c) the Recipient agrees to provide the Minister with a direct deposit authorization in the form prescribed by the Minister; and
- (d) the Recipient shall provide to the Minister the following, to the Minister's satisfaction:
  - (i) documents or evidence confirming Project financing has been secured.
  - (ii) a copy of the Recipient's conflict of interest policy
  - (iii) a copy of the Recipient's procurement policy

- 16.2 The Recipient represents and warrants that the Cash Flow Projection of the Project represented in Annex 1 – Statement of Work accurately reflects the projected cash flow of the Project and agrees and covenants that it shall promptly notify the Minister of any material changes as determined by the Minister to such projected cash flow and obtain the Minister's prior written consent to such changes.

*[remainder of page intentionally left blank]*

**17. Acceptance**

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project No.: 1000288

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per: **Neeve Zikman**  
Neeve Zikman, A/Manager  
Community Recovery Initiatives  
Federal Economic Development Agency  
for Southern Ontario

Digitally signed by Neeve Zikman  
DN: OU=BCD, O=Federal Economic Development Agency for Southern Ontario,  
CN=Neeve Zikman, E=neeve.zikman@canada.ca  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2021.10.15 09:43:34 -0400  
Foxit Reader PDF Version: 10.1.4

THE CORPORATION OF CITY OF PORT COLBORNEError! Bookmark not defined.

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
**William C. Steele**  
Mayor

I have authority to bind the corporation.

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
**Amber Lapointe**  
City Clerk

I have authority to bind the corporation.

## Annex 1

## CANADA COMMUNITY REVITALIZATION FUND

**THE CONSTRUCTION OF PORT COLBORNE MULTI-PURPOSE COMMUNITY FACILITY -  
STATEMENT OF WORK**

Primary Project Location: 11 King Street, Port Colborne, ON L3K 4E6  
 Project Start Date: April 19, 2021  
 Project Completion Date: February 13, 2023

**Project Description/Purpose/Objective****OBJECTIVE**

By February 13, 2023, the City of Port Colborne will have site preparation and building foundation constructed for a 7,600sqft multi-purpose facility at 11 King Street, Port Colborne. This project will revitalize a key section of the downtown core to provide a much-needed, year-round space for indoor community gatherings. CCRF is contributing to the costs of site preparation and building foundation. The entire construction project is expected to be finalized by Summer 2024. The portion supported by CCRF will be completed by February 13, 2023.

**ACTIVITIES**

Activity	Estimated Completion Date
Demolition of City public works building, phase one architecture drawings, and phase one environmental site assessment	December 31, 2021
Phase two architectural plan & design	March 1, 2022
Site preparation, phase two environmental site assessment, designated substance survey report, and substance abatement/site remediation	May 1, 2022
Development concept and phase one engineering consulting	November 31, 2022
Site servicing, phase two engineering consulting, land excavation & building foundation	February 13, 2023

**Statement on Diversity and Inclusion**

The Agency and the Recipient recognize and acknowledge their shared commitment to support a more diverse and inclusive Southern Ontario and Canadian economy. Throughout the duration of the Project, the Recipient agrees to engage with the Agency on their approach(es) to fostering diversity and inclusion within their organization. Examples could include:

- Collecting data and preparing reports on the Recipient's workforce and participant (defined as collaborators, businesses supported, etc.) demographic composition (on a disaggregated basis) including baseline information;
- Developing and implementing a workplace diversity plan that could include efforts such as increasing senior leadership and workforce participation of underrepresented groups, providing skills development training programs for members of underrepresented groups as defined in the *Employment Equity Act*, or other initiatives;
- Identifying ways to leverage the supply chains and procurement opportunities within southern Ontario to access goods and services from businesses that are predominantly owned, operated and controlled by underrepresented groups as defined in the *Employment Equity Act* and consistent with the Government of Canada's Indigenous procurement practices, and
- Considering registering as a participant under Canada's 50-30 Challenge.

**Expected Results of the Project**

- City of Port Colborne has a prepared site and foundation constructed to enable the continued construction of a future year-round space for indoor community gatherings.
- The Recipient ensures that the infrastructure asset related to the Project will be completed and remain open, available and accessible to the public.

**Key Project Impacts****Table 2: Mandatory Indicators**

Measurement	At Project End
Total cash leveraged	\$ 250,000
Number of community public spaces created	1
Number of community public spaces expanded	0
Number of community public spaces improved	0

**Table 3:****Jobs (Mandatory)**

Jobs	Number of full-time equivalents <sup>1</sup>				Total
	Created		Maintained <sup>2</sup>		
	Permanent <sup>3</sup>	Temporary <sup>4</sup>	Permanent	Temporary	
Forecasted total jobs by Project Completion	4	0	1	0	5

<sup>1</sup>Full-time equivalent (FTE) is equivalent to one employee working full time or more than one person part-time, such that the total working time is the equivalent of one person working full-time. Generally, full-time positions will involve between 35 and 40 hours in a regular workweek. A FTE calculation is the total hours worked in a week divided by the regular workweek. FTEs do not include positions created as a result of subcontracts to undertake work on the project (e.g. construction, suppliers, etc.). The Recipient must be the employer of the FTEs reported in this table.

<sup>2</sup>Maintained refers to employment that existed prior to the project, but which would not have continued, or would have been unlikely to continue, if the project had not been funded.

<sup>3</sup>Permanent job is a position without a fixed end date.

<sup>4</sup>Temporary job is defined as a temporary or contract position with a fixed end date.

**Project Costs & Financing**

COSTS	Eligible & Supported <sup>1,2</sup>		Eligible & Not Supported	Ineligible	Total	
CAPITAL COSTS						
Facility construction/renovations <sup>4</sup>	\$ 360,000	48%	\$ 250,000	\$ 0	\$ 610,000	61%
Equipment purchases/installation	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
Other Capital Costs	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
NON-CAPITAL COSTS						
Labour (employees)	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
Expertise (consulting, contract) <sup>5</sup>	\$ 390,000	52%	\$ 0	\$ 0	\$ 390,000	39%
Other Non-Capital Costs	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
TOTAL	\$ 750,000	100%	\$ 250,000	\$ 0	\$ 1,000,000	100%

FINANCING	Eligible & Supported		Eligible & Not Supported	Ineligible	Total	
FedDev Ontario	\$ 750,000	100%			\$ 750,000	75%
Other Federal	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
Provincial	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
Municipal	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
Other Private (Equity/Financing)	\$ 0	0%			\$ 0	0%
Applicant Equity / Financing	\$ 0	0%	\$ 250,000	\$ 0	\$ 250,000	25%
<b>TOTAL</b>	<b>\$ 750,000</b>	<b>100%</b>	<b>\$ 250,000</b>	<b>\$ 0</b>	<b>\$ 1,000,000</b>	<b>100%</b>

CONTRIBUTION ALLOCATIONS BY FISCAL YEAR <sup>1</sup>	Eligible & Supported Project Costs	FedDev Ontario Contribution per Fiscal Year (\$, reimbursement %)	
2021-22	\$400,000	\$ 400,000	100%
2022-23	\$350,000	\$ 350,000	100%
<b>TOTAL</b>	<b>\$750,000</b>	<b>\$ 750,000</b>	<b>100%</b>



Notes:

1. Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
2. The Recipient shall not redirect funding amount between cost categories without the prior written consent of the Minister.
3. FedDev Ontario's contribution allocations by Fiscal Year will not be reallocated without the prior written consent of the Minister. The Minister has no obligation to pay any amounts in any other Fiscal Years than those specified above. Failure to adhere to Fiscal Year allocations can result in a reduced contribution amount.
4. Facility construction/renovations costs including but not limited to demolition, excavation, site preparation and servicing, environmental assessments, designated substance survey report, remediation, building foundation, concrete, framing and other building construction costs.
5. Expertise costs including but not limited to architecture design, development concept and engineering consulting fees.

**Annex 2****CANADA COMMUNITY REVITALIZATION FUND****COSTING GUIDELINE MEMORANDUM****1.0 General Conditions**

- 1.1 Costs are Eligible and Supported Costs for the purposes of this Agreement only if they are, in the opinion of the Minister:
- (a) directly related to the intent of the Project;
  - (b) reasonable;
  - (c) appear in Annex 1 - Statement of Work;
  - (d) incurred in respect of activities, which are incremental to the usual activities of the Recipient; and
  - (e) incurred between the Eligibility Date and the Completion Date.
- 1.2 Costs submitted for reimbursement must be net of any refund or eligible tax credits (including HST).
- 1.3 Costs incurred by way of the exercise of an option to purchase or hire are eligible, only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised and the costs incurred between the Eligibility Date and the Completion Date.
- 1.4 The costs of all goods and services acquired from an entity which, in the opinion of the Minister, is not at arm's length from the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.5 No cost described in Subsection 1.4 above shall be eligible for inclusion in Eligible and Supported Costs, unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide the Minister access to such books, accounts and records.

**2.0 Eligible Costs**

Where consistent with the approved Eligible and Supported Costs, as defined in Annex 1 - Statement of Work, the following criteria will be used in determining eligibility of costs:

**2.1 Travel Costs - Transportation**

Eligible and Supported Costs incurred for travel are those, which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged at actual costs, but only to the extent that they are considered reasonable by the Minister.

Necessary return airfare, train fare or bus fare at economy rates for participating personnel, where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible and Supported Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Food and accommodation costs are eligible only if deemed necessary to the performance of the Project in the opinion of the Minister. If eligible, food and accommodation allowances will be based on current Treasury Board of Canada Travel Directives.

Costs that are, in the opinion of the Minister, entertainment or hospitality costs are not eligible.

**2.2 Audit of Project Costs Claimed**

If expressly approved in writing by the Minister, Eligible and Supported Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

**2.3 Consultants**

The direct costs of studies and/or services carried out by a private contractor or consultant are eligible.

Where a particular contractor or consultant has been specified in the Agreement, and the Recipient wishes to proceed with the Project using another contractor or consultant, prior consultation with the Minister is advised to ensure eligibility.

The Minister shall not contribute to the cost of the services of any consultant that is not, in the opinion of the Minister, at arm's length from the Recipient.

**2.4 Calculation of Direct Labour**

Labour and benefit costs claimed by the Recipient as direct Eligible and Supported Costs toward the Project will include only that time worked directly on the Project at the payroll rate and excludes indirect time, non-project related time, holidays, vacation, bonuses, paid sickness, etc., except as noted below. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g. overtime, payment in lieu of vacation), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except those noted below.

Claims relating to the employer's portion of the Ontario Workplace Safety and Insurance Board (WSIB), statutory benefits (e.g., Canada Pension Plan (CPP), Employment Insurance (EI) and vacation) and discretionary benefits (i.e., dental, extended health, disability and life insurance, pension plans, holiday and paid leave) negotiated as part of collective agreements or other salary and benefit packages shall be limited to the lesser of:

- (a) actual cost; and
- (b) twenty percent (20%) of the payroll rate of each employee.

Benefits such as car allowances and other benefits beyond those listed above are not eligible.

**2.5 Sales Taxes**

Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an Eligible and Supported Cost on claims, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

**2.6 Carbon Offset Credits**

Eligible and Supported Costs include the purchase of eligible carbon offset credits from a vendor which has received third-party verification and adheres to internationally agreed standards including: Gold Standard, VER+, VERRA (formerly VCS, Verified Carbon Standard), and B.C. Offset System, and where the purchase of said eligible carbon offset credits are for events, conferences and travel related the Project, as may be permitted hereunder.

**3.0 Ineligible Costs**

For greater certainty, any costs that do not qualify as Eligible and Supported Costs in accordance with section 1.0 of this Annex, shall be ineligible for inclusion in the Eligible Costs. By way of example only, ineligible costs include, but are not limited to, the following:

- (a) costs of land, building or vehicle purchase;
- (b) refinancing;
- (c) costs of intangible assets such as goodwill, whether capitalized or expensed;
- (d) depreciation or amortization expenses;
- (e) interest on invested capital, bonds, debentures, or mortgages;
- (f) bond discount;
- (g) losses on investments, bad debts and any other debts;
- (h) fines or penalties;

- (i) costs related to litigation;
- (j) non-incremental wages;
- (k) fees for administrators, including payments to any member or officer of the Recipient's Board of Directors;
- (l) opportunity costs;
- (m) hospitality and entertainment costs;
- (n) costs of individual membership in a professional body (e.g. professional designations); and
- (o) lobbyist fees.

## Annex 3

## CANADA COMMUNITY REVITALIZATION FUND

REPORTING REQUIREMENTS

1. **Reports.** The Recipient shall submit to the Minister a report on the Project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the progress of the Project. Reports will be submitted on the dates described in the reporting schedule provided by the Minister. The Minister may reassess the reporting frequency from time to time at the Minister's sole discretion and notify the Recipient of any changes.
2. **Annual report.** The Recipient shall submit to the Minister an annual report on the Project no later than April 15 of each year, substantially in the form and substance prescribed by the Minister. The Recipient will include information on their diversity and inclusion approach including baseline information, and report on progress with respect to diversity and inclusion initiatives.
3. **Final Report.** In accordance with Subsection 6.6, the Recipient shall submit to the Minister a final report on the project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the outcome of the Project.
4. **Financial Statements and Insurance.** The Recipient shall submit to the Minister a copy of the Recipient's insurance policy and financial statements, accompanied by an externally prepared audit report or review report (as determined by the Minister) that has been issued by a licensed public accountant. These financial statements will be submitted within one hundred and eighty (180) calendar days of the Recipient's fiscal year end or within such longer period, as may be authorized in writing by the Minister.



**Annex 4****CANADA COMMUNITY REVITALIZATION FUND****FEDERAL VISIBILITY REQUIREMENTS**

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister for reasons of transparency and proactive disclosure.
2. In order to promote the support received from the Minister, and to raise awareness of the Agency's ongoing work and impact across Southern Ontario, the Recipient agrees to, at the request of the Agency:
  - Participate in and assist with the coordination of a public announcement of the Projects in the form of an event and/or news release, as determined by the Minister. The Recipient shall maintain the confidentiality of this Agreement until the public announcement takes place;
  - Highlight project achievements and milestones in the form of public events and/or news releases;
  - Celebrate project completion in the form of a public event and/or news release; and
  - Participate in and assist with activities and projects intended to demonstrate the Agency's impact across Southern Ontario, including, but not limited to: photo opportunities, site visits, success stories (in written and/or video formats), and promotion across available traditional and digital media platforms.

All public events requested by the Recipient are at the discretion of the Minister and will be supported by the Agency's Communications Branch. Notice of fifteen (15) business days must be given to the Minister for any public event.

For the activities listed above, the Minister may require access to the Recipient's work site(s), but only insofar as trade secrets or sensitive material, such as intellectual property or proofs of concept that may exist under or be in the patent process, are not divulged.

3. The Recipient agrees to include the appropriate "Government of Canada" wordmark and/or Agency funding acknowledgement in all publications and activities that describe or promote the products and services funded in whole or in part by this Agreement, including, but not limited to, web sites, social media, digital and print media. All official government identifiers will be provided to the Recipient by the Agency and must be approved by the Agency prior to publication. The Recipient will provide the Agency with no less than ten (10) business days for the approval of all materials prior to its release. The Recipient will acknowledge the support received from Her Majesty in all communication and promotional activities until twelve (12) months following the Project Completion Date.

The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.

Visibility requirements may be exempted in circumstances where public acknowledgement of Ministerial support is detrimental to the Recipient and/or the Project. These cases must be made known to the Minister.

The Corporation of the City of Port Colborne

By-Law no. \_\_\_\_\_

Being a By-law to Amend By-law No. 89-2000, as Amended,  
Being a By-law Regulating Traffic and Parking on City Roads (Fares Street)

Whereas the Council of the Corporation of the City of Port Colborne is desirous of amending the provisions of By-law 89-2000, as amended, in accordance with the recommendations of Community Safety and Enforcement Department Report No. 2021-271 Subject: Accessible Parking - Fares Street, approved on October 25, 2021;

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

1. That By-law 89-2000, as amended, be further amended by deleting the following from Schedule “E”, “Limited Parking Restrictions”:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>		<u>Column 4</u>	<u>Column 5</u>
Highway	Side	From	To	Times/Days	Maximum
Fares Street	East	38.2m north of Bell Street	26.8m north therefrom	8:00 a.m. to 6:00 p.m. Mon. to Fri	15 mins.

2. The provisions of this by-law shall take effect on the day of passing, subject to the display of official signs.

Enacted and passed this 25th day of October, 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 Amend By-law No. 4310/146/02  
Being a By-law Prescribing On and Off Street Parking  
for Persons with Disabilities within the City of Port Colborne

Whereas the Council of The Corporation of the City of Port Colborne (Council) enacted By-law 4310/146/02, Being a By-law Prescribing On and Off-Street Parking for Persons With Disabilities Within the City of Port Colborne, on the 25<sup>th</sup> day of November 2002; and

Whereas By-law 4310/146/02 has been amended from time to time; and

Whereas Council is desirous of further amending By-law 4310/146/02 in accordance with the recommendations of Community Safety and Enforcement Department Report No. 2021-271, Subject: Accessible Parking - Fares Street, approved on October 25, 2021;

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

1. That Schedule “I” to Bylaw 4310/146/02 as amended, be further amended by adding the following thereto:

Column 1	Column 2	Column 3		Column 4
Highway	Side	From	To	Times/Days
Fares Street	East	38m north of Bell St.	6m north therefrom	Anytime

2. The provisions of this By-law shall take effect on passing, subject to the display of official signs.

Enacted and passed this 25th day of October, 2021.

\_\_\_\_\_  
William C. Steele  
Mayor

\_\_\_\_\_  
Amber LaPointe  
City Clerk

The Corporation of the City of Port Colborne

By-law No. \_\_\_\_\_

Being a By-law to Authorize Entering into a Contract with  
AMACO Equipment Incorporated for a Five-Year Rental of a Sidewalk Tractor in  
order to complete Winter Control Maintenance

Whereas at its meeting of October 25, 2021, the Council of The Corporation of  
the City of Port Colborne approved the recommendations of the Public Works  
Department Report No. 2021-276, Winter Equipment Rental; and

Whereas the Council of The Corporation of the City of Port Colborne is desirous  
of entering into a contract with AMACO Equipment Incorporated for a five-year  
rental of a sidewalk tractor in order to complete winter control maintenance; 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 contract with  
AMACO Equipment Incorporated for a five-year rental of a sidewalk tractor  
in order to complete winter control maintenance.
2. That the Mayor and the Clerk be and each of them is hereby authorized and  
directed to sign said contract, attached hereto as Schedule "A", together  
with any documents necessary to complete the conditions of said contract,  
and the Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 25<sup>th</sup> day of October, 2021.

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William C. Steele  
Mayor

---

Amber LaPointe  
City Clerk

**Amaco Equipment**

5804 Datsun Road • Mississauga, ON L4W 1H2

(905) 670-3440 • Fax: (905) 670-3446

www.amacocei.com

**Ship To:** P C PUBLIC WORKS  
1 KILLALY STREET W  
PORT COLBORNE  
ONTARIO L3K 6H1  
JOB SITE: PORT COLBORNE

**Invoice To:** PORT COLBORNE  
1 KILLALY STREET WEST  
PORT COLBORNE ON L3K 6H1

Attention: TIM ANDERSON

Branch 01 - AMACO		
Date 09/30/2021	Time 15:27:16 (O)	Page 1
Account No. PORTC001	Phone No. 9058355079	Contract No.
Ship Via	Purchase Order 2021-34	
		Salesperson JAR

**RENTAL CONTRACT**

Description HELD CONTRACT #: 000425 Amount

DID YOU KNOW AMACO HAS A COMPLETE FACTORY TRAINED SERVICE DEPARTMENT?  
CALL US TODAY FOR IN-HOUSE OR FIELD SERVICE WORK.  
WE RE INTERESTED IN KEEPING YOU UP AND RUNNING.  
THANK YOU FOR THE RENTAL!

MU CX 75 CX 75 MULTI PURPOSE  
Stock #: 000633 Serial #: UN9CX23K1JDO15284  
Date Out: 11/15/2021 12:12 Expected return date: 04/15/2026 12:07  
Machine hours out: 237  
Rates: 684.00/DAY 2050.00/WEEK 4799.93/MONTH

ME SB50-1 BOX SNOW BLOWER 50"  
Stock #: 000783 Serial #: 139  
Date Out: 11/15/2021 12:12 Expected return date: 04/15/2026 12:07  
Rates: 684.00/DAY 2050.00/WEEK .01/MONTH

ME FVP55-1 55" FOLDING V-PLOW  
Stock #: 000784 Serial #: 002  
Date Out: 11/15/2021 12:12 Expected return date: 04/15/2026 12:07  
Machine hours out: 106  
Rates: 684.00/DAY 2050.00/WEEK .01/MONTH

ME DS44-4 1/3 CU YD Drop Sande  
Stock #: 000785 Serial #: 004  
Date Out: 11/15/2021 12:13 Expected return date: 04/15/2026 12:07  
Machine hours out: 106  
Rates: 684.00/DAY 2050.00/WEEK .01/MONTH

ME DB75-1 1/2 CUBIC YARD DUMP  
Stock #: 000786 Serial #: 006  
Date Out: 11/15/2021 12:13 Expected return date: 04/15/2026 12:07  
Machine hours out: 107



## GENERAL CONDITIONS

**1. THE RENTAL PERIOD:** The Rental Period shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the equipment including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which transit to the Customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point; providing, however, that when the equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.

**2. CALCULATION OF RENTAL CHARGES:** (a) MONTHLY RENTAL RATES are for a minimum period of one month, computed from the date of commencement of the rental period up to but not including the same date in the next calendar month, and shall apply when the number of hours the equipment is operated in any one month does not exceed 200 (two hundred) hours.  
(b) WEEKLY RENTAL RATES are for a minimum period of one week, from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the equipment is operated in any one week does not exceed 50 (fifty) hours.  
(c) DAILY RENTAL RATES are for a consecutive period of twenty four hours or less in which the number of hours the equipment is operated shall not exceed 10 (ten) hours.  
(d) OVERTIME CHARGES. Where equipment is operated in excess of the above stated hourly maxima, such excess shall be charged at 1/200<sup>th</sup> of the monthly rate for each hour in excess of 200 worked in any 30 consecutive day period; 1/50<sup>th</sup> of the weekly rate for each hour in excess of 50 worked in any one weekly period; 1/8<sup>th</sup> of the daily rate for each hour worked in excess of 10 hours in any one day.  
(e) After the minimum monthly or weekly rental period has expired, the rental payable for a fraction of any succeeding period shall be the proportionate part of the applicable rental rate according to the number of calendar days in such fraction.  
(f) Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the Customer returns the equipment to the Supplier before the expiration of such Guaranteed Rental Period.

**3. PAYMENT:** Rentals payable under this Agreement shall be paid monthly when the rental is at a monthly rate, otherwise weekly, and in either case same shall be payable in advance at the address of the Supplier. The rental is payable before delivery of the equipment to the Customer or his (its) agent or carrier and on succeeding monthly or weekly dates thereafter running from the date of delivery. Rental fees are due in advance at the beginning of each term with no exception. Failure to comply will void this rental contract.

Overdue payments shall bear interest as provided in the Special Conditions of this Agreement, but the acceptance of this interest shall not be a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

**4. LOADING, UNLOADING AND TRANSPORTATION:** The Supplier, at its own expense, shall load the equipment for transit to the Customer and unload it upon return, and shall pay all demurrage charges accruing at its own shipping or receiving point.

The Customer, at his (its) own expense, shall do all other unloading, installing, dismantling and hauling, and shall pay all demurrage charges accruing at its own shipping or receiving points.

The Customer shall pay all transportation charges from and to the Supplier's shipping and receiving points.

If shipping instructions are not furnished by the Customer, the Supplier may ship the equipment in accordance with its own judgment.

**5. MAINTENANCE, OPERATION AND REPAIRS:** The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense maintain and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition. It is the responsibility of the customer to return the unit in clean condition.

Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:

(a) all fuel, oil, and lubricants required to operate the equipment.

(b) all repairs, and replacement parts including labour charges, required to be made to the equipment in order to keep it in good repair and running order.

**(a) RUBBER-TIRED MACHINERY:** Tire wear and cost of repairs of cuts and punctures is to the Customer's account and shall be payable to the Supplier on demand.

Tire wear shall be determined by the percentage of wear incurred during the rental period as fixed by independent appraisal to be obtained promptly by the Supplier following termination of the rental period.

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**8. LIABILITY OF THE CUSTOMER:** The Customer shall indemnify the Supplier against all loss, expenses, penalties, damages, condemnations, and law costs which the Supplier may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage suffered by any person by reason of the operation, handling, transportation or use of the equipment by or whilst in the hands of the Customer or the latter's employees, agents or carriers.

**9. LIABILITY OF THE SUPPLIER:** The liability of the Supplier is limited to its express obligation to deliver the equipment in good condition and working order and the Supplier shall not be liable for any direct or indirect loss or damage of the Customer arising from any subsequent failure of the equipment or from its lack of suitability for the work it may be required to perform.

**10. INSPECTION:** Before the equipment is loaded for transit to the Customer, the Customer may require an inspection thereof made by a competent authority, and if the equipment is proven not to be substantially in the condition required by this Agreement, the cost of the inspection shall be paid by the Supplier.

If the Customer fails to have such an inspection made, the equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the Customer or his agent.

The Supplier shall have the right at any time to enter upon the premises or place where the equipment is located and shall be given free access thereto and afforded all necessary facilities for the purposes of inspecting the equipment.

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**13. INSURANCE:** The Customer shall at his (its) own expense provide insurance in the name of the Supplier and Customer in an amount satisfactory to the Supplier (including a loss-payable endorsement) against liability for bodily injuries including death and or property damage arising from all use of the equipment and to protect the Supplier against all loss or of damage to the equipment to the value stated in the Details of Equipment. Insurance shall be in effect from delivery date to date of redelivery to the Supplier. Proof of Insurance shall be delivered to the supplier prior to delivery date and on all renewal dates.

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**16. ARBITRATION:** Should any dispute arise between the parties on any matter arising out of this Agreement it shall be referred to a single arbitrator. If the parties fail to agree on the section of the arbitrator, each party shall forthwith appoint his own arbitrator and these two shall elect a third arbitrator. Should the first two arbitrators fail to agree on the third arbitrator, the latter shall be appointed by a Judge of the Supreme Court or of a Superior Court of the Province in which the Supplier is domiciled on application or either party.

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**19.** If the customer is a corporation it agrees that the Limitation of Civil Rights Act of the Province of Saskatchewan and Sections 14, 14A, 14B, and 14C of The Conditional Sales Act of the Province of British Columbia and Section 19 of The Conditional Sales Act of the Province of Alberta shall have no application whatsoever to this agreement and all protection extended thereby is hereby waived.

**20. TAX POSITION:** The Supplier makes no representation to the Customer as to the manner in which rents paid under this Agreement will be treated in calculating the Customer's Income Tax.

The Supplier and Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

Supplier: Amaco Construction Equipment Inc.

Witness: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Customer: \_\_\_\_\_

Witness: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_



## GENERAL CONDITIONS

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**2. CALCULATION OF RENTAL CHARGES:** (a) MONTHLY RENTAL RATES are for a minimum period of one month, computed from the date of commencement of the rental period up to but not including the same date in the next calendar month, and shall apply when the number of hours the equipment is operated in any one month does not exceed 200 (two hundred) hours.  
(b) WEEKLY RENTAL RATES are for a minimum period of one week, from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the equipment is operated in any one week does not exceed 50 (fifty) hours.  
(c) DAILY RENTAL RATES are for a consecutive period of twenty four hours or less in which the number of hours the equipment is operated shall not exceed 10 (ten) hours.  
(d) OVERTIME CHARGES. Where equipment is operated in excess of the above stated hourly maxima, such excess shall be charged at 1/200<sup>th</sup> of the monthly rate for each hour in excess of 200 worked in any 30 consecutive day period; 1/50<sup>th</sup> of the weekly rate for each hour in excess of 50 worked in any one weekly period; 1/8<sup>th</sup> of the daily rate for each hour worked in excess of 10 hours in any one day.  
(e) After the minimum monthly or weekly rental period has expired, the rental payable for a fraction of any succeeding period shall be the proportionate part of the applicable rental rate according to the number of calendar days in such fraction.  
(f) Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the Customer returns the equipment to the Supplier before the expiration of such Guaranteed Rental Period.

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Overdue payments shall bear interest as provided in the Special Conditions of this Agreement, but the acceptance of this interest shall not be a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

**4. LOADING, UNLOADING AND TRANSPORTATION:** The Supplier, at its own expense, shall load the equipment for transit to the Customer and unload it upon return, and shall pay all demurrage charges accruing at its own shipping or receiving point.

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If shipping instructions are not furnished by the Customer, the Supplier may ship the equipment in accordance with its own judgment.

**5. MAINTENANCE, OPERATION AND REPAIRS:** The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense maintain and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition. It is the responsibility of the customer to return the unit in clean condition.

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By: \_\_\_\_\_ Date: \_\_\_\_\_

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Witness: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_



The Corporation of the City of Port Colborne

By-Law no. \_\_\_\_\_

Being a by-law to amend the assessment schedule and to levy the actual costs incurred for the maintenance of drainage works known as the Howie Municipal Drain

Whereas By-law No. 2091/38/88, Being a By-law to Provide for the Repair and Improvement of the Howie Drain in the City of Port Colborne in the Region of Niagara, and For Borrowing on the Credit of the Municipality the Sum of \$39,463.57, was enacted the 13<sup>th</sup> day of June 1994, and provided for the update of assessment schedules, as submitted by C. J. Clarke Niagara Limited; and

Whereas Section 74, Chapter D.17 of the *Drainage Act, R.S.O. 1990* (the Act) compels each municipality to maintain that portion of a drainage works within its limits; and

Whereas Section 61(1) of the Act authorizes a municipality, upon the completion of the maintenance of the drainage works, to levy the final cost thereof to the lands and roads liable, as stated in the Engineer's Report, so as to recover the cost of said maintenance; and

Whereas in compliance with such duty, the municipality has carried out maintenance of said drainage works as per the design of the Engineer's Report, and the total actual cost incurred was \$79,927.41;

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

1. That the cost of the Howie Municipal Drain as provided for in By-law No. 2091/38/88, be levied against the lands and roads as set out in the assessment schedule in the Engineer's Report dated June 13<sup>th</sup>, 1994, as amended, pro rata and as listed in the actual assessment column, more particularly shown on Schedule A attached hereto, to be levied and collected in the same manner as taxes.
2. That the last date for making a commuted payment in cash shall be the 19<sup>th</sup> day of January, 2022.
3. That the payments that have not been received by this date will be added to the 2022 final tax bill and accrue interest of 1.5%.
4. That By-law 2091/38/88 is hereby amended by replacing the assessment schedule with Schedule A appended hereto.
5. That this by-law shall come into force and take effect on the day of its final passing.

Enacted and passed this 25th day of October, 2021.

\_\_\_\_\_  
William C. Steele  
Mayor

\_\_\_\_\_  
Amber LaPointe  
City Clerk

# Schedule A to By-law \_\_\_\_\_

2012 -2019 MAINTENANCE HOWIE DRAIN				TOTAL CURRENT COST -----				\$79,927.41				
BY-LAW No. #2091/38/88												
K:\DRAINAGE SUPERINTENDENT\DRAINS\Howie\2018 Maintenance Assessment Schedule - .xls												
LAND USE	OWNER	CON or PLAN No.	LOT No.	ROLL NUMBER		ACRES	AREA AFFECTED (ha)	CURRENT COST	OMAFRA GRANT	NET COST		
		5	11	4-6-179	040 006	17900	78.74	31.8661	\$10,867.03	\$1,424.75	\$9,442.28	
		5	11	4-6-179-5	040 006	17905	45.97	18.6041	\$6,354.68	\$2,112.99	\$4,241.69	
		5	10	Pt 4-6-181-3	040 006	18103	178.6	72.2713	\$23,484.27	\$7,808.74	\$15,675.52	
		5	10	4-6-177	040 006	17700	14.14	5.7225	\$1,882.37	\$625.91	\$1,256.47	
		5	9	Pt 4-6-181-3	040 006	18105	2.99	1.2101	\$381.81	\$0.00	\$381.81	
		5	9	Pt 4-6-181-3	040 006	18110	2.33	0.9430	\$297.71	\$0.00	\$297.72	
		5	9	4-6-165-1	040 006	16501	14.84	6.0057	\$827.71	\$275.22	\$552.49	
		5	9	4-6-165-2	040 006	16502	29.7	12.0196	\$1,682.12	\$559.32	\$1,122.80	
		5	9	4-6-167,168	040 006	16700	7.29	2.9500	\$1,054.66	\$0.00	\$1,054.66	
		5	9		040 006	16800	10.63	4.3000	\$1,241.56	\$0.00	\$1,241.57	
		5	9		040 006	16500		0.5261	\$73.43	\$0.00	\$73.42	
		5	8	Pt 4-6-137-5	040 006	13705	69.64	28.1833	\$3,739.38	\$1,243.38	\$2,496.00	
		5	8	4-6-137	040 006	13700	33.89	13.7153	\$4,151.90	\$1,380.55	\$2,771.35	
		5	8	4-6-136	040 006	13600	14.54	5.8843	\$1,775.57	\$0.00	\$1,775.57	
		5	7	Pt 4-6-158	040 006	15800	15.32	6.2000	\$801.01	\$0.00	\$801.01	
		5	7	4-6-135	040 006	13500	44.44	17.9849	\$5,382.78	\$1,789.83	\$3,592.96	
		5	7	4-6-157-5	040 006	15707	12.37	5.0061	\$654.16	\$0.00	\$654.17	
		5	7	4-6-134	040 006	13400	32	12.9504	\$3,804.80	\$1,265.13	\$2,539.67	
		5	6	4-6-133	040 006	13300	18.3	7.4060	\$2,029.22	\$0.00	\$2,029.23	
		5	6	4-6-131	040 006	13100	6.8	2.7520	\$760.96	\$0.00	\$760.96	
		5	7 to 11		040 006	99900	18.98	7.68	\$3,337.54	\$0.00	\$3,337.54	
		5	9 to 11		040 006		16.98	6.87	\$910.48	\$0.00	\$910.48	
		5	10	4-6-176-2	040 006	17602	1.6	0.65	\$120.15	\$0.00	\$120.16	
		5	9	4-6-169	040 006	16900	1.54	0.62	\$120.15	\$0.00	\$120.16	
		5	9	4-6-170	040 006	17000	0.76	0.31	\$66.75	\$0.00	\$66.74	
		5	10 & 11		040 006		1.35	0.55	\$226.95	\$0.00	\$226.96	
CITY OF PORT COLBORNE ROADS				GREEN ROAD			3.8	1.54	\$834.39	\$0.00	\$834.38	
				BROOKFIELD ROAD			7.75	3.14	\$1,715.50	\$0.00	\$1,715.49	
				STAUTH ROAD			6.1	2.47	\$1,348.37	\$0.00	\$1,348.34	
TOTAL NON-AGRICULTURAL ASSESSMENT								92.86	\$24,469.98	\$0.00	\$24,469.98	
TOTAL AGRICULTURAL ASSESSMENT								187.46	\$55,457.43	\$18,485.81	\$36,971.62	
TOTAL ASSESSMENT								280.32	\$79,927.41	\$0.00	\$61,441.60	
O.M.A.F.R.A. GRANT										\$18,485.81		
LANDOWNERS PAYMENTS												\$57,543.39
CITY OF PORT COLBORNE ASSESSMENT										\$3,898.21		
ORIGINAL OUTLET ASSESSMENTS FROM REPORT & BY-LAW:												
TOTAL NON-AGRICULTURAL LANDS								\$21,436.00				
TOTAL AGRICULTURAL LANDS								\$38,434.00				
TOTAL ASSESSMENT								\$59,870.00				

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 October 25, 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 October 25, 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 25th day of October, 2021.

\_\_\_\_\_  
William C. Steele  
Mayor

\_\_\_\_\_  
Amber LaPointe  
City Clerk