

City of Port Colborne Council Meeting Agenda

Date: February 8, 2022
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
 66 Charlotte Street, Port Colborne

	Pages
1. Call to Order	
2. National Anthem	
3. Land Acknowledgment	
4. Proclamations	
5. Adoption of Agenda	
6. Disclosures of Interest	
7. Approval of Minutes	
7.1. Regular Meeting of Council - January 25, 2022	1
7.2. Public Meeting - January 18, 2022	12
8. Staff Reports	
8.1. Sale of 235-241 Welland Street, 2022-18	22
8.2. 2021 Audit Plan, 2022-26	49
8.3. Omer Area Private Property Inflow Inspections, Education and Remediation Services, 2022-23	86
8.4. Clarke Area Inflow and Infiltration Investigation and Reduction Program, 2022-29	90
8.5. Recommendation Report for a Proposed Communication Tower at 650 Lorraine Road, File D27-11, 2022-24	93

9. Correspondence Items

9.1.	Niagara Region - Every Other Week Garbage Collection Diversion Impact - Full Year Analysis	112
9.2.	Niagara Region - Niagara Official Plan - Proposed Draft for Consultation	163
9.3.	Town of Bradford West Gwillimbury - Motion Against Quebec's Bill 21	177
9.4.	City of Brantford - Addressing the Revolving Door of Justice - Accountability for Sureties and Swift Justice	179
9.5.	Township of North Dumfries - Resolution Related to Regional Governance Review Report	181

10. Presentations

11. Delegations

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

11.1.	Ron Baarda and Heather MacDougald - Request for Relief From Minor Variance Fees	183
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12. Mayor's Report

13. Regional Councillor's Report

14. Staff Remarks

15. Councillors' Remarks

16. Consideration of Items Requiring Separate Discussion

17. Motions

18. Notice of Motions

19. Minutes of Boards & Committees

19.1.	Port Colborne Historical & Marine Museum Board Minutes, November 21, 2021	191
20.	By-laws	
20.1.	By-law to Authorize Entering into an Agreement of Purchase and Sale with 1703217 Ontario Inc. Regarding 235-241 Welland Street	194
20.2.	By-law to Authorize Entering into a Contract Agreement with GM BluePlan Engineering Limited regarding Project 2021-39, Omer Area Private Property Inflow Inspections, Education and Remediation Services	202
20.3.	By-law to Appoint Nicole Rubli as a Deputy Clerk	203
20.4.	By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne	204
21.	Confidential Items	
	Confidential reports will be distributed under separate cover. Items may require a closed meeting in accordance with the Municipal Act, 2001.	
21.1.	Minutes of the closed session portion of the January 25, 2022 Council Meeting	
21.2.	Corporate Services Department Report 2022-32, Performance Review and Goals of the Chief Administrative Officer	
22.	Procedural Motions	
23.	Information items	
24.	Adjournment	

City of Port Colborne
Council Meeting Minutes

Date: Tuesday, January 25, 2022
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

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

Staff Present: 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. Land Acknowledgment**
- 4. Proclamations**
- 5. Adoption of Agenda**

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

That the agenda dated January 25, 2022 be confirmed, as amended.

Carried

6. Disclosures of Interest

7. Approval of Minutes

7.1 Regular Meeting of Council - December 13, 2021

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

That the minutes of the regular meeting of Council, held on December 13, 2021, be approved as presented.

Carried

8. Staff Reports

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

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

Carried

8.2 Ontario Water/Wastewater Agency Response Network (OnWARN) Mutual Aid and Assistance Agreement, 2022-14

That Public Works Department Report 2022-14 be received;

That the Mayor and Clerk be authorized to execute the Agreement attached as Appendix B to Public Works Department Report 2022-14 with the Ontario Water/Wastewater Agency Response Network (OnWARN) for the purpose of coordinating response activities and sharing resources during emergencies; and

That a by-law to enter into an agreement with OnWARN be brought forward.

8.1 Vision Zero Road Safety Program – Niagara Region Courts Inter-Municipal Amending Agreement, 2022-05

This item was withdrawn from the agenda.

9. Correspondence Items

Moved by Councillor H. Wells

Seconded by Councillor M. Bagu

That items 9.1 to 9.3 be received for information.

Carried

9.1 City of St. Catharines - National Childcare Program

9.2 Niagara Region - Approval of Interim Tax Levy Dates and Amounts

9.3 Health Canada - Response to City of Port Colborne's Letter Regarding the Petition Declaring National Emergency on Mental Health

10. Presentations

11. Delegations

12. Mayor's Report

A copy of the Mayor's Report is attached.

13. Regional Councillor's Report

Regional Councillor Butters provided an update to City Council.

14. Staff Remarks

14.1 Water Billing Glitch (Boles)

The Director of Corporate Services/Treasurer informed Council that a glitch was experienced when printing the water bills. He further indicated that they will be mailed out this upcoming Thursday and the payment due date will be extended as a result.

15. Councillors' Remarks

15.1 Snow Removal (Kalailieff)

Councillor Kalailieff expressed gratitude towards staff and community members for helping out with snow removal during this past snow storm.

15.2 Watermain Breaks (Kalailieff)

Councillor Kalailieff expressed appreciation towards staff for working so hard to repair all of the watermain breaks that recently occurred.

15.3 Condolences (Kalailieff)

Councillor Kalailieff offered her condolences regarding the passing of community member, Joel Longfellow.

15.4 Construction at Ward 4 Road Allowances (Wells)

In response to Councillor Wells' request for an update on the construction happening at the Ward 4 road allowances, the Director of Public Works confirmed that contractors have obtained municipal consent permits from staff and have then been given a key to the road allowance gates in order to complete their work. The Director further informed Council that staff are in the process of changing the locks of the road allowance gates and that once completed, Communications staff will notify the public.

15.5 Coyote Hunting (Wells)

In response to Councillor Wells' request for an update on the issue of coyote hunters trespassing on private property, the Fire Chief informed Council that the Niagara Regional Police and the Ministry of Natural Resources have indicated that they will step up their patrols of these types of incidents. The Fire Chief further reminded Council and the public that all complaints of this nature should be directed to the Niagara Regional Police and the Ministry of Natural Resources.

15.6 Short-term Rentals (Bodner)

In response to Councillor Bodner's request for an update on the matter of short-term rentals, the Acting Director of Planning and Development/City Clerk informed Council that staff are on track to bring forward a report at the February 22, 2022 Council meeting.

15.7 Construction at Ward 4 Road Allowances (Bodner)

Councillor Bodner wished to inform the public that the change to the locks of the road end gates was required as a result of the high amount of staff time that was spent when contractors didn't obtain municipal consent permits prior to their construction beginning.

15.8 Erie Street Watermain Break/Construction (Danch)

Councillor Danch encouraged residents to cooperate with staff that are working on the Erie Street watermain project.

15.9 Coyote Issue (Danch)

Councillor Danch indicated that there have been multiple reports of coyotes being seen in various areas of the City. He encouraged residents to be careful and cautious during this time.

15.10 Erie Street Watermain Project (Bruno)

Councillor Bruno expressed gratitude towards residents for their patience in waiting for the Erie Street Watermain project to begin.

15.11 Snow Plowing (Bruno)

Councillor Bruno expressed gratitude towards staff for their snow plowing efforts during the last snow storm as he had received compliments from residents in the Shamrock Avenue, Bartok Crescent and King Street areas.

15.12 Grant Applications (Bruno)

Councillor Bruno encouraged businesses to apply for the City of Port Colborne grants and explained the process of doing so.

15.13 Public Notice Regarding Watermain Breaks (Bruno)

Councillor Bruno inquired as to when a public notice is issued regarding watermain breaks, whether that notice includes breaks to both the watermain and the laterals. The Director of Public Works and Manager of Water/Wastewater confirmed that the public notice ordinarily applies only to the watermain itself and that separate public notices would be issued for other types of breaks.

16. Consideration of Items Requiring Separate Discussion

16.1 Friendship Trail Standard Crossing & Signage, 2022-16

Mayor Steele stepped down as Chair at 7:45 p.m. and Deputy Mayor Beauregard stepped in.

Deputy Mayor Beauregard called the vote on the referral of this item and then stepped down as Chair. Mayor Steele stepped back in as Chair at 7:52 p.m.

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

That Public Works Department Report 2022-16 be received;

That Council approve the new crossing standard as shown in Exhibit-A, in Appendix A to Public Works Department Report 2022-16;

That Council approve the new configuration for existing wigwag trail crossing as shown in Exhibit-B, in Appendix A to Public Works Department Report 2022-16; and

That Council approve the installation of a new signage board and wayfinding at each crossing of the Friendship Trail as shown in Exhibit-C, in Appendix A to Public Works Department Report 2022-16.

Amendment:

Moved by Mayor Steele
Seconded by Councillor A. Desmarais

That Public Works Department Report 2022-16 be referred to the Director of Public Works in order to investigate alternative options for the Friendship Trail and bring a report forward to Council with further details.

Carried

- a. **Additional material provided by Chris Kalimootoo, Director of Public Works - Public Works Department Report 2022-16**
- b. **Delegation material from Chris and Josie Comfort, residents**

16.2 Municipal Drain Appointment Extensions, 2022-04

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

That Public Works Department Report 2022-04 be received;

That Council extend the appointment of Paul Marsh, P.Eng. of EWA Engineering Inc. to January 25, 2023 for the completion of a new Engineer's Report for the repair and improvement of the Wignell, Port Colborne and Beaver Dam Drains situated in the City of Port Colborne, previously approved under By-Law No. 6602/57/18;

That Council extend the appointment of Paul Marsh, P.Eng. of EWA Engineering Inc. to January 25, 2023 for the completion of a new

Engineer's Report for the repair and improvement of the Oil Mill Creek Drain situated in the City of Port Colborne, previously approved under By-Law No. 6728/92/19;

That Council extend the appointment of Paul Marsh, P.Eng. of EWA Engineering Inc. to January 25, 2023 for the completion of a new Engineer's Report for the repair and improvement of the Point Abino Drain situated in the City of Port Colborne and the Town of Fort Erie, previously approved under By-Law No. 6729/93/19;

That Council extend the appointment of Brandon Widner, P.Eng. of Spriet Associates Engineers and Architects to January 25, 2023 for the completion of a new Engineer's Report for the repair and improvement of the Biederman Drain situated in the City of Port Colborne and the Township of Wainfleet, previously approved under By-Law No. 6730/94/19;

That Council extend the appointment of Brandon Widner, P.Eng. of Spriet Associates Engineers and Architects to January 25, 2023 for the completion of a new Engineer's Report for the repair and improvement of the Eagle Marsh Drain situated in the City of Port Colborne and the Township of Wainfleet, previously approved under By-Law No. 6736/100/19; and

That Council extend the appointment of Neil Morris, P.Eng. of K. Smart Associates Limited to January 25, 2023 for the completion of a new Engineer's Report for the repair and improvement of the Peter Storm Drain situated in the City of Port Colborne and the Town of Fort Erie, previously approved under By-Law No. 6750/01/20.

Carried

16.3 Administrative Municipal Penalty System (AMPS) Sharing of Hearing Officer, 2022-02

Moved by Councillor R. Bodner

Seconded by Councillor D. Kalailieff

That Community Safety & Enforcement Department Report 2022-02 be received;

That the Mayor and Clerk be authorized to execute the Administrative Municipal Penalty System Shared Service Agreement for the Appeal

Hearing Officer, attached as Appendix A to Community Safety & Enforcement Department Report 2022-02; and

That a by-law to enter into an Administrative Municipal Penalty System Shared Service agreement with the Town of Pelham, The Town of Grimsby, the Town of Lincoln, the Town of Niagara-on-the-Lake, the City of St. Catharines, the City of Thorold, and the Township of Wainfleet, be brought forward.

Carried

16.4 City Real Estate – Phase 1 – Net Proceeds, 2022-13

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

That Chief Administrative Office Report 2022-13 be received for information.

Carried

16.5 Update on Digital Main Street, 2022-12

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

That Chief Administrative Office Report 2022-12 be received for information.

Carried

16.6 COVID Update – January 2022, 2022-19

Moved by Councillor M. Bagu
Seconded by Councillor E. Beauregard

That Chief Administrative Office Report 2022-19 be received for information.

Carried

16.7 OMAFRA - Drainage Superintendents Association of Ontario - AMO - Call to Action - CN Rail and Drainage

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

That correspondence from OMAFRA, the Drainage Superintendents Association of Ontario, and AMO regarding a Call to Action for CN Rail and Drainage, be supported.

Carried

17. Motions

18. Notice of Motions

Councillor Desmarais provided notice of her intention to bring a motion forward at the February 8, 2022 Council meeting with respect to the dissolution of the Ontario Land Tribunal.

19. Minutes of Boards & Committees

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

That items 19.1 and 19.2 be approved, as presented.

Carried

19.1 Environmental Advisory Committee Minutes, October 13, 2021

19.2 Port Colborne Public Library Board Minutes, November 2, 2021 and December 7, 2021

20. By-laws

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

That items 20.2 to 20.6 be enacted and passed.

Carried

20.2 By-law to Authorize Entering into an Administrative Municipal Penalty System Shared Service Agreement

- 20.3 Being a By-law to Authorize Entering into an Agreement with Ontario Water/Wastewater Agency Response Network regarding the coordination of response activities and sharing resources during emergencies**
- 20.4 Being a By-law to Authorize Entering into an Automatic Aid Agreement with The Corporation of the Township of Wainfleet**
 - a. Schedules A - E to Automatic Aid Agreement with the Corporation of the Township of Wainfleet**
- 20.5 By-law to Appoint a Building Inspector**
- 20.6 By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne**
- 20.1 By-law to Authorize Entering into an Amending Agreement to the Niagara Region Courts Inter-Municipal Agreement**

This item was withdrawn from the agenda.

21. Confidential Items

Moved by Councillor G. Bruno

Seconded by Councillor F. Danch

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

Carried

21.1 Chief Administrative Office Report 2022-15, Human Resources Update

21.2 Corporate Services Department Report 2022-06, Performance Review and Goals of the Chief Administrative Officer

22. Procedural Motions

23. Information items

24. Adjournment

Council moved into Closed Session at approximately 8:31 p.m.

Council reconvened into Open Session at approximately 10:57 p.m.

Mayor Steele adjourned the meeting at approximately 10:58 p.m.

William C. Steele, Mayor

Amber LaPointe, City Clerk

City of Port Colborne
Public Meeting Minutes

Date: Tuesday, January 18, 2022
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

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

Member(s) Absent: E. Beauregard, Councillor

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

1. Call to Order

Mayor Steele called the meeting to order.

2. Adoption of Agenda

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

That the agenda dated January 18, 2022 be confirmed, as circulated.

Carried

3. Disclosures of Interest

4. Statutory Public Meetings

4.1 Public Meeting Report for Official Plan and Zoning By-law Amendment at 355 Wellington Street, Files D09-05-21 and D14-17-21, 2022-11

Purpose of Meeting

The purpose of this meeting, pursuant to sections 22 and 34 of the Planning Act, is to consider an application initiated by Glenn Wellings of Wellings Planning Consultants Inc. for the lands known as Part of Lot 20, Lots 21 and 22 on Plan 835 and Lot 1 on Plan 836, on the southeast corner of Wellington Street and Main Street East, formerly in the Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara, municipally known as 335 Wellington Street and/or 125 Main Street East.

Method of Notice

Notice of the Public Meeting was administered in accordance with Sections 22 and 34 of the Planning Act, as amended, and Ontario Regulations 543/06 and 545/06.

The Notice of Public Meeting was circulated to required agencies, and property owners within 120 metres of the lands on December 17, 2021. Meeting details have been provided along with the Council Agenda on the City's website and under "Current Applications".

Presentation of Application for Zoning By-law Amendment

Mr. Schulz presented the following:

The application for Zoning By-law Amendment proposes to change the zoning from Highway Commercial to HC-67, being a special provision of the HC zone. The HC-67 zone is proposed to maintain the current permitted uses under the HC zone, while also including a "Cannabis Retail Store".

Questions of Clarification to planning Staff/Applicant

Councillor Bruno asked if the Planning Act can regulate types of uses.

Mr. Schulz responded that the Planning Act can't regulate the use but the AGCO can regulate the licenses given to these types of stores.

Councillor Bodner asked if the building will be handicapped accessible.

Mr. Schulz responded that it would be addressed at the time of the building permit issuance.

Councillor Kalailieff asked if the use meets the setback requirements to a residential zone.

Mr. Schulz responded that commercial uses do not need to meet a setback requirement from a residential zone, however the AGCO does have requirements for cannabis stores that will need to be met in order to obtain their license.

Councillor Wells asked if the setbacks were measured from the use to the lot line or from use to use.

Mr. Schulz responded that the setback requirements were not apart of the City's By-law and are not calculated by the City, but rather, by the AGCO.

Moved By Councillor A. Desmarais

Seconded By Councillor R. Bodner

That Planning and Development Department Report 2022-11 be received for information.

Carried

a. Delegation from Glenn Wellings, President, Wellings Planning Consultants Inc., applicant

Mr. Wellings provided a brief summary and description of the proposal.

b. Delegation material from Louise Tosques-DiLalla, resident

Ms. Tosque-DiLalla does not feel that another cannabis store is necessary.

4.2 Public Meeting Report for Official Plan and Zoning By-law Amendment at 54 George Street, Files D09-03-21 and D14-15-21, 2022-10

Purpose of Meeting

The purpose of this meeting, pursuant to sections 22 and 34 of the Planning Act, is to consider an application initiated by NPG Planning Solutions Inc. on behalf of the owner 2852479 Ontario Ltd. for the lands

known as Lots 9, 10, and Part of Lot 11 on Plan 767 and Block 'A' and Part of Block 'B' on Plan 775, on the southwest corner of George Street and Erie Street, formerly in the Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara, municipally known as 54 George Street and/or 192-200 Erie Street.

Method of Notice

The Notice of Public Meeting was circulated to required agencies, and property owners within 120 metres of the lands on December 17th, 2021. Meeting details have been provided along with the Council Agenda on the City's website and under "Current Applications".

Presentation of Application for Zoning By-law Amendment and Official Plan Amendment

The Zoning By-law Amendment proposes to change the zoning from Institutional (I) to R4-66, being a special provision of the Fourth Density Residential (R4) zone. The R4 zone permits detached, semi-detached, triplex, fourplex dwellings; block and street townhouse dwellings; apartment buildings; public apartment buildings; and uses, structures and buildings accessory thereto. The special provision has been requested to permit a 30-unit stacked townhouse configuration with a front yard setback of 4.5 metres, maximum building height of 14.5 metres, and a landscape buffer of 2.5 metres between the edge of the parking area and the lot line abutting a public road. Additionally, the proposed amendment will add a definition for a "Dwelling, Townhouse, Stacked" to Section 38 of Zoning By-law 6575/30/18.

The Official Plan Amendment proposes to maintain the Urban Residential designation; however, a site-specific amendment has been requested to alter the specific policies under section 3.2.1 to permit a 30-unit stacked townhouse configuration at a density of 103 units per hectare.

Questions of Clarification to Staff/ Applicant

Councillor Bruno asked for clarification on the definition of stacked townhouses.

Mr. Schulz responded that the definition would only apply to this property and would not be applicable to other sites.

Councillor Bruno mentioned that the site plan drawing does not show the required amount of parking that was identified on the application.

Mr. Schulz acknowledged that it has been noted and it can be addressed prior to the recommendation report.

Councillor Wells asked if site servicing has been addressed.

Mr. Schulz responded that capacities have been met and no upgrades will be required.

Councillor Kalailieff asked if the City should have a standard definition of stacked townhouses.

Mr. Schulz responded that if Council would like to direct staff to do so, staff could look into it.

Councillor Bruno asked if there were any ways to reduce the amount of street parking.

Mr. Armfelt responded that they cannot force people to use the parking lot and that the City has tools at its disposal to enforce parking requirements.

Councillor Bruno also inquired about the removal of snow.

Ms. Davis responded that there is ample landscaping area on the property for snow removal.

Councillor Wells added that the addition of charging stations for electric vehicles should be considered.

Mr. Schulz responded that it can be addressed during the site plan process.

Councillor Danch asked about the demolition on the property, raised parking concerns and asked if the units were intended to be rentals or condos.

Ms. Davis responded that the demolition would require the removal of the entire church, that 1 parking space per unit is what is required under the By-law and that the units would not be rentals.

Moved By Councillor H. Wells

Seconded By Councillor D. Kalailieff

That Planning and Development Department Report 2022-10 be received for information.

Carried

a. Delegation from Cory Armfelt and Rhea Davis, NPG Planning Solutions Inc., applicant

Mr. Armfelt and Ms. Davis provided a brief summary and description of the proposed applications.

b. Delegation from David and Jennifer Gardiner, residents

Mrs. Gardiner had concerns regarding potential conflicts of interest.

Mrs. LaPointe responded that it is the responsibility of Council to declare any potential conflicts.

Mrs. Gardiner asked if 38 parking spaces would be enough.

Mr. Schulz responded that the by-law requires 1.25 spaces per unit and that this proposal meets the requirements.

Mrs. Gardiner asked if a property maintenance team would take care of the property, as it is in poor condition currently.

Mr. Foster responded that the building was secured recently and a team will work to maintain the property.

Mrs. Gardiner asked if snow melt will be contained on the property.

Mr. Schulz responded that drainage is required to be contained on site.

c. Delegation from John and Margaret Manwaring, residents

Mr. Manwaring raised concerns over traffic and stated that the majority of his concerns have already been addressed.

d. Delegation from Eva Lezak, resident

Ms. Lezak raised concerns over parking and traffic.

e. Delegation from Patti Mino and Rick Russell, residents

f. Delegation from Tracy and Karl Reker, residents

Mr. and Mrs. Reker raised concerns over parking, the location of the garbage containers and the height of the proposal.

g. Delegation from Tara and Justin Comeau, residents

4.3 Public Meeting Report for Official Plan and Zoning By-law Amendment to the Mineral Aggregate Policies and Zone, File D09-01-20 and D14-03-20, 2022-09

Purpose of Meeting

The purpose of this meeting, pursuant to sections 22 and 34 of the Planning Act, is to consider an application initiated by the City of Port Colborne for proposed changes to the policies and regulations of the Mineral Aggregate and Petroleum Resources and Mineral Aggregate Operation land uses within the municipal boundary of the City of Port Colborne.

Method of Notice

The Notice of Public Meeting was circulated via the Port Colborne Niagara This Week newspaper and to required agencies by December 23, 2021. Any members of the public who previously provided comments on this application were also notified via email and/or regular mail. Meeting details have been provided along with the Council Agenda on the City's website and under "Current Applications".

Presentation of Application for Zoning By-law Amendment and Official Plan Amendment

The Official Plan is proposed to be amended by adding the following to Section 10.1.1 Additional Policies:

These changes are intended to set the stage for the Zoning By-law Amendment to follow.

- d) Require site specific Zoning By-Law Amendments to permit ancillary land uses such as asphalt plants, cement/concrete plants, and aggregate depots that blend and stockpile aggregate materials with salt and aggregate transfer except where otherwise prohibited by the policies of this Plan, subject to:
 - i. The protection of groundwater quality and quantity;
 - ii. The protection of adjoining lands from noise, dust, odour, lighting and outdoor storage;
 - iii. The protection of the environment from adverse effects of dust, chemical spills, run-off, or contamination of surface or groundwater;
 - iv. Access being obtained directly to a road capable of bearing the anticipated loaded truck weights and conveying the cumulative volume of traffic without negative impacts to current traffic flow;

and ancillary uses will not be permitted where they are prohibited in O. Reg. 466/20 or any successor to this regulation.

Questions of Clarification to Staff/ Applicant

Councillor Wells asked about the difference between a concrete and cement facility.

Mr. Armfelt responded that he can create separate definitions.

Councillor Desmarais asked if staff can respond to the public inquires before the application comes back to council.

Mr. Schulz responded that the questions will be addressed in the staff report.

Councillor Bagu asked if the cement plant will be in the final report.

Mr. Armfelt responded yes.

Councillor Bagu asked why 500m was selected as the buffer.

Mr. Armfelt responded that 500m is a typical buffer range and it was recommended by the Region.

Councillor Bagu asked what exactly Port Colborne Quarries wanted.

Mr. Armfelt responded that it will be in the report.

Councillor Bodner asked if another public meeting was required before the final report.

Mr. Schulz responded if any major changes are made, another open house can be held.

Moved By Councillor F. Danch

Seconded By Councillor G. Bruno

That Planning and Development Report 2022-09 be received for information.

Carried

a. Delegation from Gary Gaverluk, resident

Mr. Gaverluk raised concerns over the timing of the mailing of notices. He also had concerns over source water protection and read his written correspondence with staff.

b. Delegation from Cindy Mitchell, resident

Ms. Mitchell had concerns over the cement plant and believes it should be prohibited, or relocated to another industrial zone. Wants a focus to be put on protecting the vulnerable aquifer.

c. Delegation from Jack Hellinga, resident

Mr. Hellinga supports the ancillary uses separately in the MAAU zone. He also stated that MAAU uses are not heavy industrial, but rather extra heavy industrial uses. Supports asphalt and concrete industry in MAAU zone. Believes the buffer distance should be greater than 500m.

d. Delegation from David Henderson, resident

Mr. Henderson raised concerns with protecting the aquifer and groundwater. Suggests that new or expanding mineral aggregate operations should not be permitted to go below the aquifer.

e. Delegation from Melissa Bigford, resident

Ms. Bigford wants to know if the site specific zoning by-law amendment will be brought to Council and believes public input should be considered in this process. She also asked why the OPA and ZBA Quarries were consulted prior to going on council agenda and asked if this is this a common practice.

f. Delegation from Barbara Butters, resident

Ms. Butters wants to know what ensures the protection of the aquifer and will the additional uses diminish any protection efforts. Prefers the 500m buffer to the 300m buffer.

g. Delegation material from Jeffrey J. Wilker, Lawyer for Port Colborne Quarries Inc.

h. Delegation material from Josef van Ruyven, resident

i. Delegation material from George McKibbin, Chair of the Environmental Advisory Committee

j. Delegation material from Carol Siemiginowski, Senior Land Manager, Southwest Ontario and Atlantic, Lafarge Canada Inc.

k. Delegation material from Robert Henderson, resident

5. Procedural Motions

6. Information Items

7. Adjournment

Mayor Steele adjourned the meeting at approximately 9:30 p.m.

William C. Steele, Mayor

Amber LaPointe, City Clerk



Subject: Sale of 235-241 Welland Street

To: Council

From: Chief Administrative Office

Report Number: 2022-18

Meeting Date: February 8, 2022

Recommendation:

That Chief Administrative Office Report 2022-18 be received;

That Council approve entering into an Agreement of Purchase and Sale with 1703217 Ontario Inc. for \$325,000 regarding 235-241 Welland Street;

That the Mayor and Clerk be authorized to sign and execute any and all documents respecting the sale of these lands; and

That a by-law to authorize entering into an Agreement of Purchase and Sale with 1703217 Ontario Inc. regarding 235-241 Welland Street be brought forward.

Purpose:

The purpose of this report is to bring forward the Agreement of Purchase and Sale and by-law to formally approve the sale of 235-241 Welland Street.

Background:

235-241 Welland Street is a vacant City-owned property strategically located in the City's downtown core, with views of the Welland Canal and Clarence Street Bridge, and the gateway to the East Village and Nickel Beach. Council directed staff to have design guidelines prepared and included within a request for proposals (RFP) document to guide the development of this property.

NPG Planning Solutions' Senior Planning Consultant appeared at the October 25, 2021 Council meeting and presented a vision and guiding principles; City planning policies for the area; design priorities; site organization; and key design elements for mixed use, residential, and commercial buildings.

An RFP was issued on November 9, 2021 that included the urban design guidelines prepared by NPG Planning Solutions. The RFP was emailed to a database of investors, developers, and real estate agents that is maintained and updated by the City's Economic Development and Tourism Services Division. It was also posted on the City's website and posted on Biddingo which is an online public sector bid service. A minimum bid price of \$319,900 was established and included in the RFP document.

The deadline for submitting proposals was December 2, 2021. At a closed session meeting held on December 13, 2021, Council directed staff to bring forward a contract with 1703217 Ontario Inc. to open Council.

Discussion:

The City Solicitor has reviewed and revised the draft Agreement of Purchase and Sale to incorporate wording and conditions important to the City. This version of the agreement has been reviewed and approved by the purchaser. Staff have recommended that the new owner be required to have a site plan finalized and approved within one year and have a building permit issued within two years. This is consistent with stipulations the City has included in recent real estate transactions to ensure the property owner commits to building within an acceptable time frame.

1703217 Ontario Inc. have proposed a multi-storey mixed building that includes two main floor commercial units and twenty-four residential units comprised of 1, 2, and 3-bedroom suites, as well as roof top amenities. The proponent has submitted a detailed concept plan and drawings to the City and participated in a pre-consultation meeting on January 13, 2022 with City staff from Planning, Fire, Engineering, Building, and Economic Development as well as staff representatives from other commenting agencies. A copy of the concept plan and preliminary drawings are attached to this staff report. The purchaser is aware of necessary planning approvals that are required to complete a building of the type presented in the concept plan and preliminary drawings.

This proposal provides for more housing units in the downtown core which benefits the City and will support businesses in the downtown core. It also provides for a variety of accommodation types and two commercial units on the main floor. There is ample parking with the parking lot being located at the back of the building.

The guidelines approved by Council were intended to challenge conventional thinking and design for multi-unit residential developments and encourage investors to be bold and creative in their proposals. The proposal submitted by 1703217 Ontario Inc. meets these criteria and will establish a new standard of urban design for multi-unit residential buildings in the City. This will attract new residents who are looking for innovative design and urban living in the downtown core with shops and amenities nearby, recreational options at Vale Health and Wellness Centre, and walkability to Nickel Beach, parks, and trails. City staff believe that the redevelopment of 235-241 Welland Street will be a catalyst for private sector investment on the East Side and the

redevelopment of other residential and commercial properties along Welland Street.

Internal Consultations:

Staff from Planning and Development, Economic Development and Tourism Services, and Corporate Services worked together on this project.

Financial Implications:

This property is being sold to 1703217 Ontario Inc. for \$325,000. This meets and exceeds the minimum bid price in the RFP of \$319,900. The sale proceeds will be used to eliminate the tax arrears and any surplus will be transferred to the Economic Development Land Reserve.

As identified in report 2022-13, the financial legacy from the sale of a property is not necessarily in the net proceeds but rather the future contribution to the tax, water, wastewater, and storm sewer base.

- Prior to development, Staff estimate the municipal value to be \$9,500 annually. The net present value of this contribution over 50 years is approximately \$60,000.
- Following development, Staff estimate the municipal value to be \$60,500 annually. The net present value of this contribution over 50 years is approximately \$1,444,000 plus water usage charges.

The calculations above were made using the following key assumptions:

- The property was considered residential with a ¾" water meter for the purpose of the calculations above. Staff acknowledge a portion of the property could be something other than residential once developed. The approach of assessing the whole property as residential was done for purposes of conservatism, recognizing any split is currently unknown. For the purpose of the storm sewer, once developed, the property was assessed as a multi-residential property with greater than 10 units.
- That taxes grow by 2%, water/wastewater by 5% and storm sewer by 5%. These figures will vary based on factors such as inflation, defined service levels, growth and density of growth.
- A 4.45% discount rate (2.45% Bank Rate + 2% Risk)

Once this property is developed, the property will be re-assessed by the Municipal Property Assessment Corporation (MPAC). Staff will recalculate the economic value of this sale at that time.

Staff anticipate that the new owner will apply to the City's Community Improvement Plan (CIP) incentive programs which are designed to leverage public sector investment and encourage and facilitate private sector investment in designated areas of the City including the downtown, East Waterfront, and Humberstone. This program was taken into consideration when calculating the net present value above.

Public Engagement:

The urban design guidelines, which were an integral part of the RFP, are based on the City's Official Plan, Zoning By-Law, and East Waterfront Secondary Plan and the Region's Smart Growth Criteria and their programs. These policy documents were developed through a public process and involved considerable resident and stakeholder engagement.

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
 - Value: Financial Management to Achieve Financial Sustainability
 - Governance: Communications, Engagement, and Decision-Making
-

Conclusion:

Urban design guidelines were established for the development of 235-241 Welland Street and these were included in an RFP document that was issued on November 9th and closed on December 2nd. Development proposals were reviewed by the City Project Team comprised of staff from Economic Development and Tourism Services, and Planning and Development. Council accepted the Project Review Team's recommendation to award the contract to 1703217 Ontario Inc.

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. Agreement of Purchase and Sale
- b. By-law
- c. Pre-consultation Concept Drawings

Respectfully submitted,

Gary Long
Manager of Strategic Initiatives
905-835-2900 x.502
gary.long@portcolborne.ca

Bram Cotton
Economic Development Officer
905-835-2900 x.504
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.



Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 2 day of December, 2021
BUYER: 1703217 Ontario Inc., agrees to purchase from
(Full legal names of all Buyers)

SELLER: The Corporation of the City of Port Colborne, the following
(Full legal names of all Sellers)

REAL PROPERTY:
Address 235-241 Welland St.fronting on the West side ofin the City of Port Colborneand having a frontage of 95.03 Feet more or less by a depth of 184.46 Feet more or less

and legally described as

LT 29 E/S WELLAND ST PL 843 PORT COLBORNE ; PORT COLBORNE

(Legal description of land including easements not described elsewhere)

(the "property")

PURCHASE PRICE: Dollars (CDN\$) 325,000.00
Three Hundred Twenty-Five Thousand Dollars

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

Five Thousand Dollars (CDN\$) 5,000.00

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

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.
SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 6 on
(Seller/Buyer) (a.m./p.m.)
the 9 day of February, 2022, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the _____ day of _____
See Schedule A, 20_____. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):



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

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

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

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. CHATTELS INCLUDED:
n/a

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

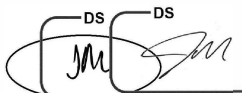
5. FIXTURES EXCLUDED:
n/a

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

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

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

INITIALS OF BUYER(S):

DS
DS


INITIALS OF SELLER(S):





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- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 15day day of prior to close, 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (Mixed-use) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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

DocuSigned by: 1/26/2022
 (Witness) (Buyer/Authorized Signing Officer) 1703217 Ontario Inc. (Seal) (Date)
 (Witness) (Buyer/Authorized Signing Officer) EB805DFE1C1463... (Seal) (Date)

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

(Witness) (Seller/Authorized Signing Officer) City of Port Colborne (Seal) (Date)
 (Witness) (Seller/Authorized Signing Officer) City of Port Colborne (Seal) (Date)

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

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

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

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage (Tel.No.)
 (Salesperson/Broker/Broker of Record Name)
 Co-op/Buyer Brokerage (Tel.No.)
 (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

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

(Seller) City of Port Colborne (Date)
 (Seller) City of Port Colborne (Date)
 Address for Service
 (Tel. No.)
 Seller's Lawyer
 Address
 Email
 (Tel. No.) (Fax. No.)

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

(Buyer) 1703217 Ontario Inc. (Date)
 (Buyer) (Date)
 Address for Service
 (Tel. No.)
 Buyer's Lawyer
 Address
 Email
 (Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



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Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

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

BUYER: 1703217 Ontario Inc., and

SELLER: The Corporation of the City of Port Colborne

for the purchase and sale of 235-241 Welland St. Port Colborne

ON L3K 1W8 dated the 2 day of December, 2021

Buyer agrees to pay the balance as follows:

COMPLETION DATE:

The parties agree that the completion date will be set at 30 days following the completion of the Conditional period.

DEPOSIT

The Buyer agrees to submit a deposit of five thousand dollars (\$5,000), within 48 hours of acceptance of this offer, or Award of contract to purchase, following successful review of the submission.

BALANCE OF PURCHASE PRICE

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

DUE DILIGENCE

This offer is conditional upon the Buyer completing due diligence investigation at the Buyer's expense regarding the subject property (including but not limited to lawyer / accountant approval, mortgage, inspection etc.). Unless the Buyer, in the Buyer's sole, absolute and unfettered discretion, gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule not later than 90 days from Acceptance of this agreement, that this/these condition is/are fulfilled this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This/these condition is/are included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

ASSIGNMENT

The Buyer shall not be entitled to assign this purchase agreement without the prior written consent of the Seller, which consent may be unreasonably withheld. Provided, however, the Buyer shall be entitled to assign this purchase agreement to an affiliate within the meaning of the Business Corporations Act (Ontario) upon delivery of an assumption agreement signed by the assignee to assume all of the obligations of the assignor under the purchase agreement as if it were an original signatory thereto. The Buyer shall not be released from any obligations hereunder upon any assignment of the purchase agreement.

Additional Viewings / Property Condition

The Buyer(s), its agents or employees shall be allowed to view the property at any time or times prior to closing for the purpose of financing, appraisal, insurance, estimates. The Seller(s) agree to maintain the property in the same condition as initially viewed by the buyers including but not limited to Snow removal, Lawn care / gardens / landscaping. The Seller(s) agree to leave the property in good condition, remove all items and or debris from the property not included in this agreement.

The parties hereto acknowledge that:

They have had the opportunity to consult with applicable professional advisers prior to signing this Agreement

ELECTRONIC SIGNATURES

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

DEPOSIT RETURNS

Deposit funds will be returned upon clearing verification by Deposit holders bank.

Typically 10 banking days for negotiable cheque and 3 banking days for certified cheque / Bank Draft.

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

INITIALS OF BUYER(S):

DS DS

INITIALS OF SELLERS(S):



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Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

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

BUYER: 1703217 Ontario Inc., and

SELLER: The Corporation of the City of Port Colborne

for the purchase and sale of 235-241 Welland St. Port Colborne

ON L3K 1W8 dated the 2 day of December 20..... 21

Buyer agrees to pay the balance as follows:

SELLER'S INFORMATION

The Seller covenants and agrees to provide, at the Seller's own expense, within 48 hours of acceptance of this Agreement:

A master authorization addressed to the Buyer, his authorized Agents, and/or any relevant governmental agency, authorities of the Real Property, and any other persons or firms whose services the Buyer requires in order that he may satisfy himself with respect to the operations, current and future uses of the Property, and further permitting the release by the Authorities for relevant information concerning same to the Buyer or his Solicitors. In addition this master authorization shall authorize the Buyer to conduct any inspections deemed necessary by the Buyer, provided such inspections are not conducted by Government Officials;

Provide intellectual property and rights related to the development of the property including but not limited to: existing survey, Phase 1 & 2 Environmental Site Assessment, any studies, architectural, engineering, design, planning, legal site plan, minor variance, zoning, and any other information, application or approval in regards to the property to the Buyer. The Seller agrees to allow the Buyer to make a planning application to the City of Port Colborne prior to completion.

The Buyer confirms that this Property is being sold on an "as is, where is" basis.

Provide true copies of any leases, subleases and Head Lease that affect the property for occupancy or property use which are in the Seller's possession or control, and which shall be assigned to the Buyer on closing as aforesaid.

The Buyer covenants that its development and construction of any improvements on the Property will be consistent with the Urban Design Guidelines prepared by Niagara Planning Group for 235-241 Welland Street, Port Colborne (Report 2021-288, Appendix . The Buyer confirms that it is committed to completion of the development within a reasonable time frame for this Property which is located in a strategic location in the City's downtown and East Village. The Buyer covenants to specifically obtain site plan approval within one year and to have a building permit issued within two years after taking title to the Property.

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

INITIALS OF BUYER(S):

DS
[Signature]

INITIALS OF SELLERS(S):

[Signature]



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The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale
with 1703217 Ontario Inc. regarding 235-241 Welland Street LT 29E/S
Welland St PL 843 Port Colborne

Whereas at its meeting of February 8, 2022, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Office Report No. 2022-18, Subject: Sale of 235-241 Welland Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with 1703217 Ontario Inc. for the sale of 235-241 Welland Street for the sale price of \$325,000; and

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

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with 1703217 Ontario Inc. for the sale of 235-241 Welland Street for the purchase price of \$325,000 with the Agreement attached hereto as Schedule "A".
2. That the Mayor, the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-Law.

Enacted and passed this 8th day of February, 2022.

William C. Steele
Mayor

Amber LaPointe
City Clerk

235 WELLAND ST

Port Colborne

Pre-Consultation Concept Drawings



DESIGN CONCEPT

Context Plan

Site Plan

Plan Diagrams

Views

CONTEXT PLAN

235 Welland St

WELLAND CANAL

SEAWAY PARK

FRIENDSHIP TRAIL

DURHAM ST

CLARENCE ST

235
WELLAND ST

WELLAND ST



235 Welland St



DO NOT SCALE DRAWINGS.

THIS DRAWING IS NOT TO BE USED FOR
CONSTRUCTION UNTIL SIGNED BY THE
ARCHITECT.

235 WELLAND ST
PORT COLBORNE, ON

235 WELLAND ST

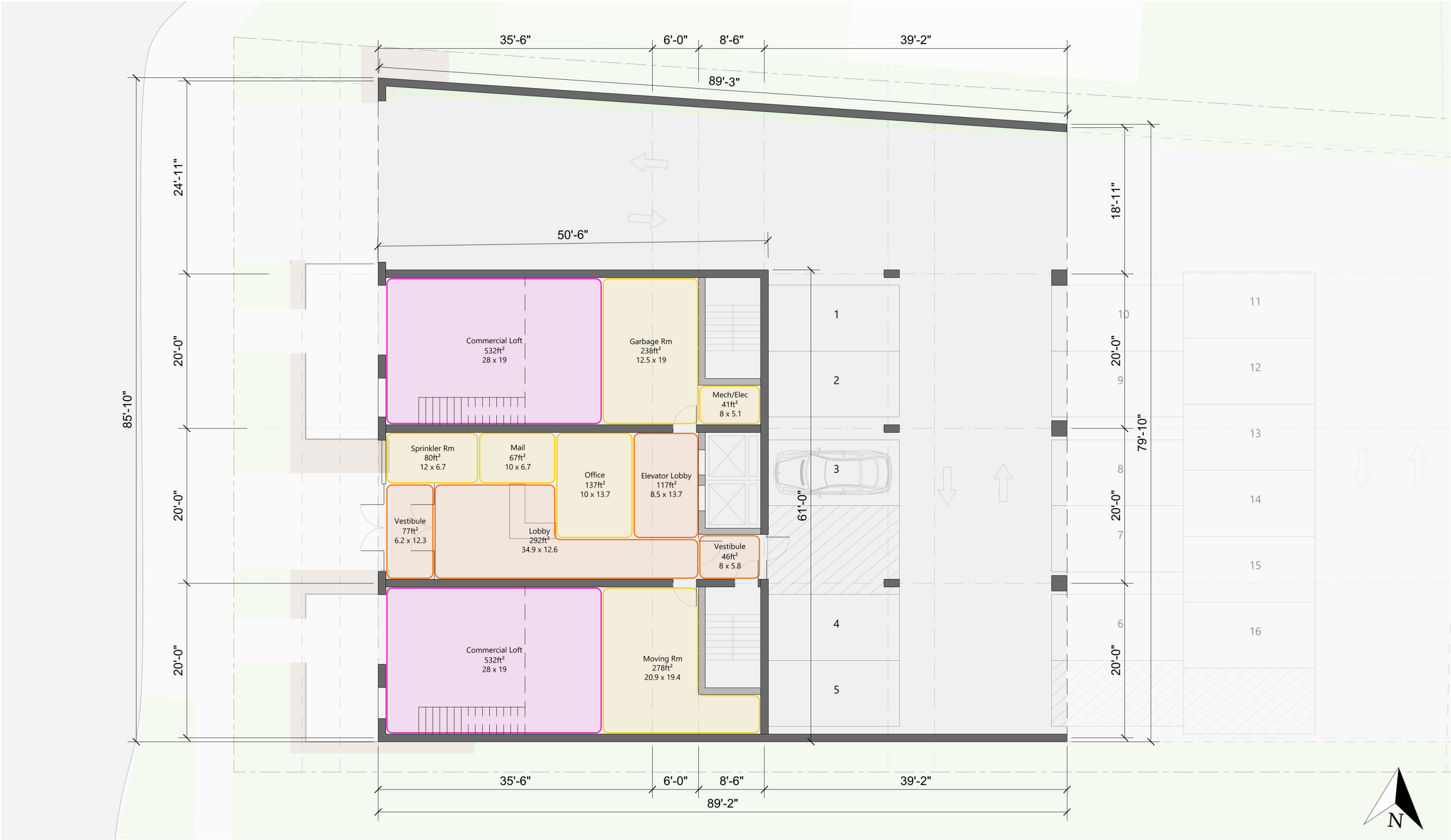
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CONCEPT SITE PLAN

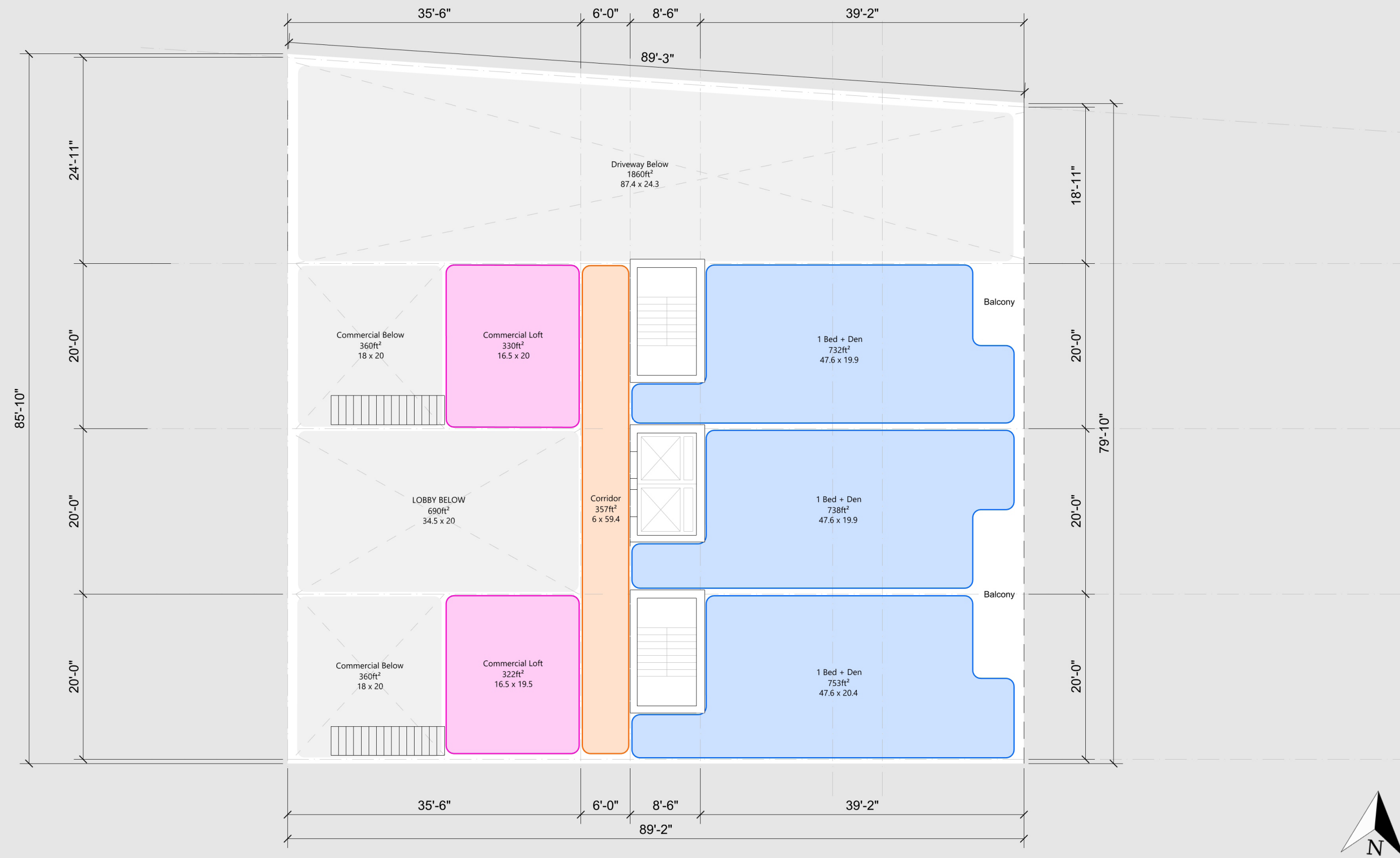
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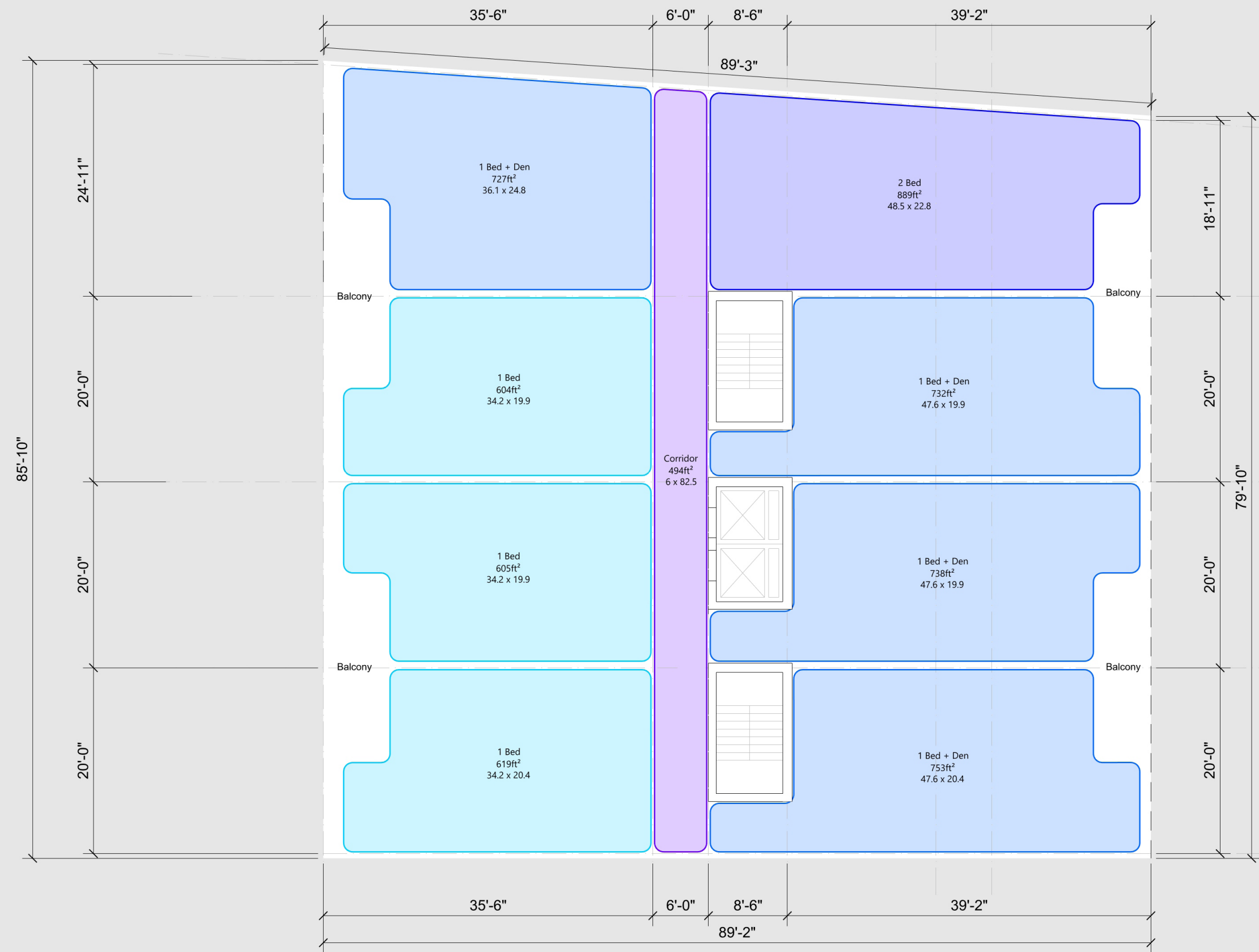
LEVEL 1



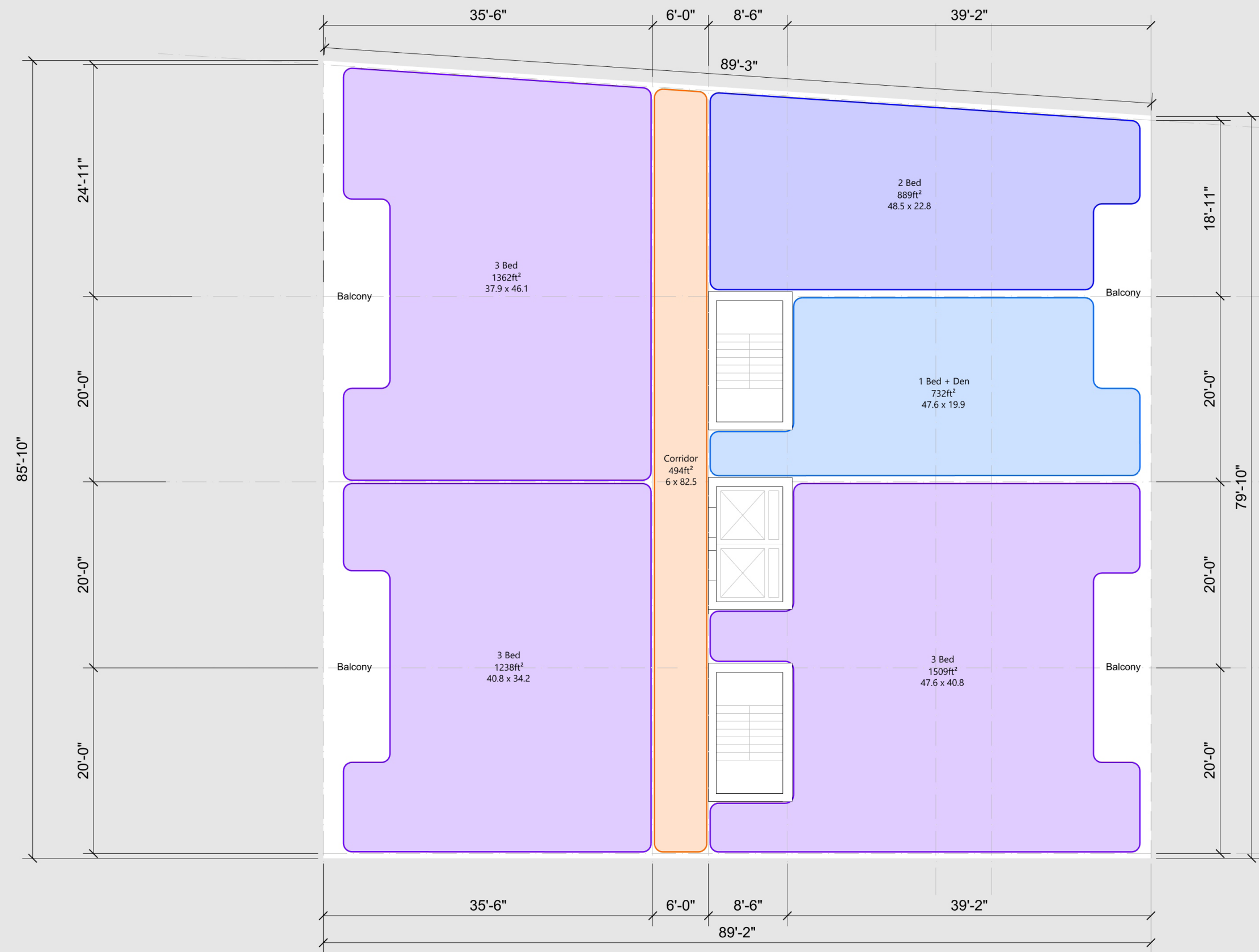
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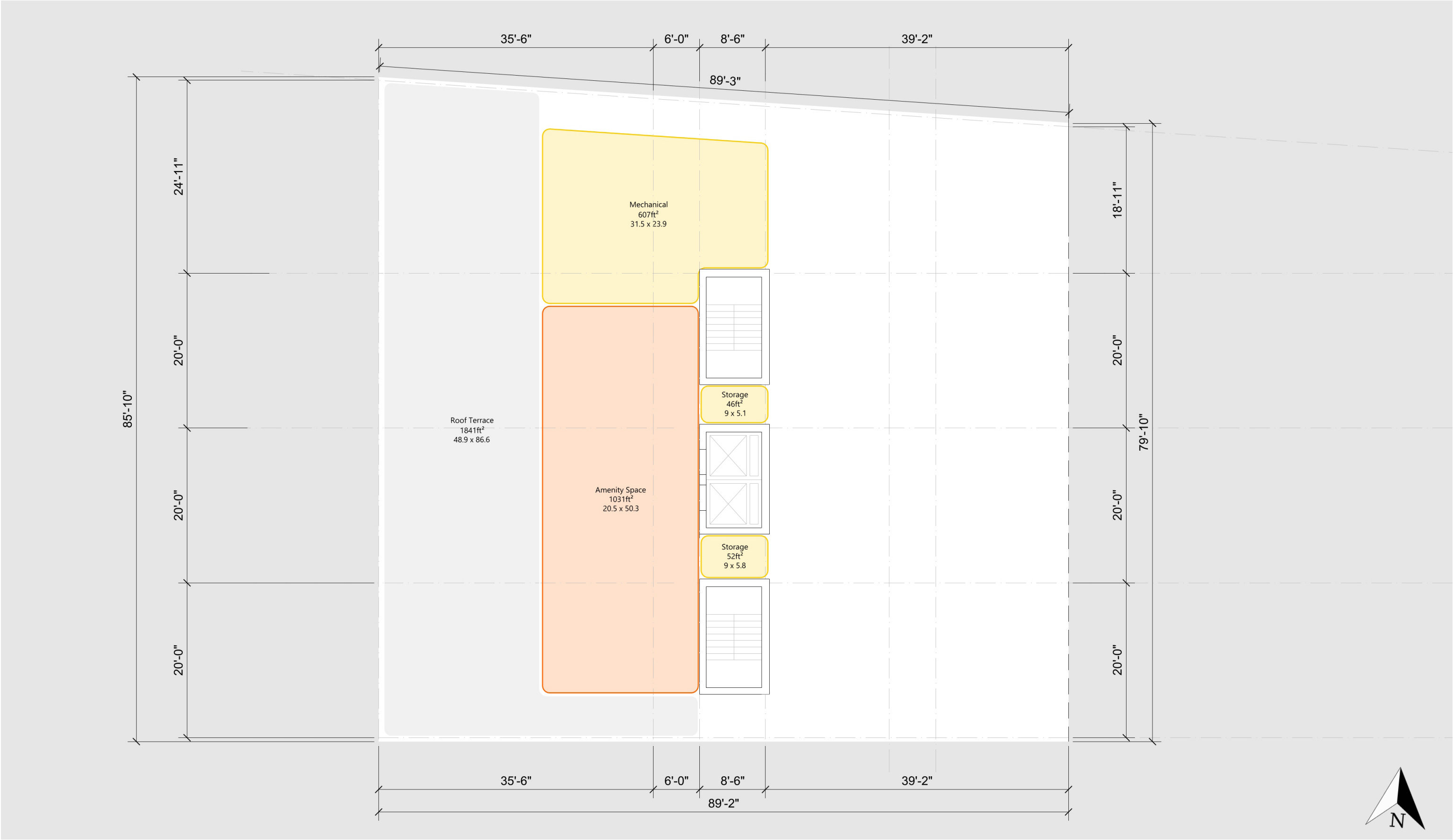
LEVEL 3-4



LEVEL 5

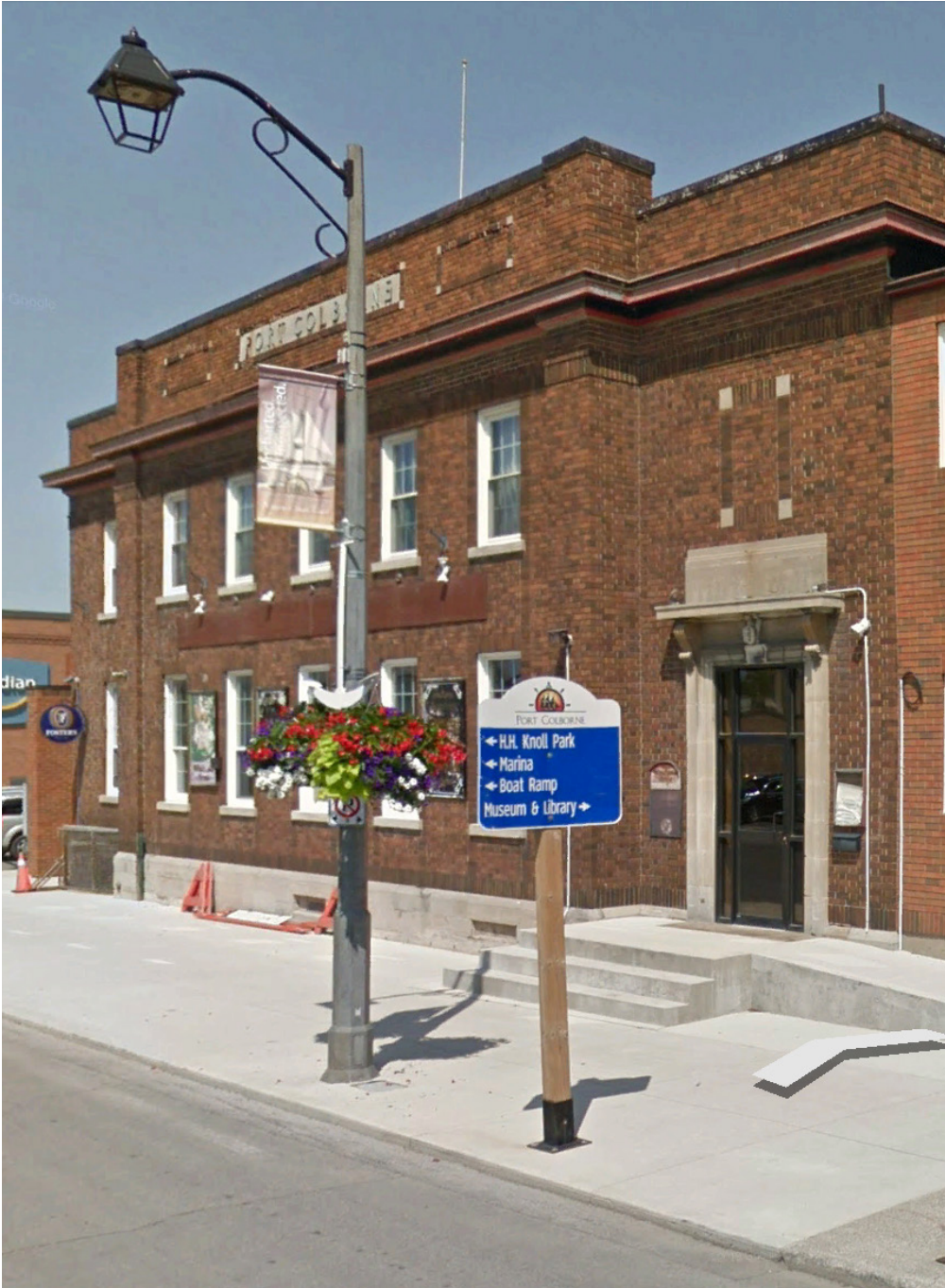


LEVEL 6



WEST DOWNTOWN

Red Brick + Arches



FRONT VIEW



STREET VIEW



Site Data	20-Dec-21
235 Welland St	

	Imperial	Metric
Lot Area	16,247 ft ²	1509.40 m ²
Lot Frontage	95.3 ft	29.05 m
# of Dwelling Units	24	
Units Per Hectare	159	
Gross Floor Area		
Level 1	3084 ft ²	286.51 m ²
Level 2	3685 ft ²	342.35 m ²
Level 3	6678 ft ²	620.41 m ²
Level 4	6678 ft ²	620.41 m ²
Level 5	6678 ft ²	620.41 m ²
Level 6	1526 ft ³	141.77 m ³
Total	28329 ft ²	2631.85 m ²
Floor Area Ratio	1.74	
Building Area	7874 ft ²	731.52 m ²
Lot Coverage	48%	
Landscape Area	2568 ft ²	238.57 m ²
Landscape Coverage	16%	
Building Height	60 ft	18.29 m
# of Parking Spots	24	
Parking Ratio	1.00	

* Gross Floor Area Includes Elevator and Stair Cores, Does not include roof top mechanical



MATTHEW SCHMID
ARCHITECTURE

WWW.MATTHEWSCHMID.CA

647.992.7158

Subject: 2021 Audit Plan

To: Council

From: Corporate Services Department

Report Number: 2022-26

Meeting Date: February 8, 2022

Recommendation:

That Corporate Services Department Report 2022-26, be received for information.

Purpose:

This report provides Council with the Auditors' Audit Strategy for the financial statement year ending December 31, 2021. The Auditors' Audit Strategy document is attached as Appendix A.

Background:

The audit of the financial statements for the year ending December 31, 2021 will follow a similar timeline to that of the prior year. Presently, the closing of the year end is on schedule with staff expecting to complete and present to Council:

- A year-end surplus/deficit report and project close-out report in March 2022.
- The audited financial statements in April 2022 with the Financial Information Return (FIR) being filed at the same time. Staff identify the auditors are scheduled to begin the audit at the beginning of March 2022.

Page 12 of Appendix A, which is the Auditors' Audit Strategy document, outlines the following roles and responsibilities of Council with respect to the audit:

- Help set the tone for the organization by emphasizing honest, ethical behaviour and fraud prevention.
- Oversee management, including ensuring that management establishes and maintains internal controls to provide reasonable assurance regarding reliability of financial reporting.

- Recommend the nomination and compensation of external auditors.
- Oversee the work of the external auditors including reviewing and discussing the audit plan.

Discussion:

The Auditors' Audit Strategy contains the following:

Content	Management Comments
COVID-19 Financial reporting impacts	Note disclosure was included in the 2020 financial statements as a result of COVID-19. Similar disclosure is anticipated for the 2021 financial statements.
Audit plan and risk assessment (accompanied by auditors' Appendix A to City report Appendix A)	This section highlights the concept of materiality and the Auditors' approach to risk and how they will approach the audit.
Audit fees (accompanied by auditors' Appendix B to City report Appendix A)	On June 14, 2021, through report 2021-76, Council approved the recommendation to extend the City's engagement agreement with Grant Thornton. The new engagement agreement covers the 2022 to 2024 audits.
Team, timing and communications	Staff appreciates Grant Thornton's commitment to the City and their ability to accommodate the City's request for the audit to be performed in March 2022.
Technical updates – highlights (accompanied by auditors' Appendix C to City report Appendix A)	Staff continue to monitor. There is no impact for 2021.

Internal Consultations:

Financial Services has worked with departments throughout the fiscal year to ensure that City transactions are accounted for correctly. As part of preparing for the closing of the year, Financial Services communicated with departments key dates and deliverables.

Financial Implications:

The audit has been budgeted in accordance with the engagement letter on page 21 of Appendix A.

Public Engagement:

None.

Strategic Plan Alignment:

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

- Value: Financial Management to Achieve Financial Sustainability
 - Governance: Communications, Engagement, and Decision-Making
-

Conclusion:

That Corporate Services Department Report 2022-26, be received for information.

Appendices:

- a. City of Port Colborne Communication of Audit Strategy 2021

Respectfully submitted,

Adam Pigeau
Manager, Financial Services/Deputy Treasurer
905-835-2900 Ext. 101
adam.pigeau@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.

City of Port Colborne

For the year ended December 31, 2021

Report to Members of Council
Audit strategy

January 24, 2022

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



Contents

Executive summary	1
COVID-19 – Financial reporting impacts	2
Audit plan and risk assessment	3
Audit fees	6
Team, timing and communications	7
Technical updates – highlights	8

Appendices

Appendix A – Overview and approach
Appendix B – Engagement letter
Appendix C – PSAS Accounting developments
Appendix D – Auditing developments

Executive summary

Purpose of report and scope

The purpose of this report is to engage in an open dialogue with you regarding our audit of the consolidated financial statements of the City of Port Colborne (the "municipality") for the year ended December 31, 2021. This communication will assist Members of Council in understanding the terms of the audit engagement, our proposed audit strategy and the level of responsibility assumed by us.

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

We have obtained our engagement letter dated June 14, 2021, which outlines our responsibilities and the responsibilities of management.

Status of our audit plan

We have substantially completed our initial planning of the audit of the consolidated financial statements of the municipality.

Approach

Our audit approach requires that we establish an overall strategy that focuses on risk areas. We identify and assess risks of material misstatement of the consolidated financial statements, whether due to fraud or error. The greater the risk of material misstatement associated with an area of the consolidated financial statements, including disclosures, the greater the audit emphasis placed on it in

terms of audit verification and analysis. Where the nature of a risk of material misstatement is such that it requires special audit consideration, it is classified as a significant risk.

Our approach is discussed further in **Appendix A**.

COVID-19

The potential financial reporting impacts of COVID-19 pandemic are summarized in the first section of our report. These were a particular focus in our risk assessment for the current year. As a result of considering the impact of COVID-19 related circumstances on the municipality, we identified new audit risks in the areas of financial statements disclosures and subsequent events and other items summarized below.

Independence

We have a rigorous process where we continually monitor and maintain our independence. The process of maintaining our independence includes, but is not limited to:

- Identification of threats to our independence and putting into place safeguards to mitigate those threats. For example, we evaluate the independence threat of any non-audit services provided to the municipality
- Confirming the independence of our engagement team members

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

COVID-19 – Financial reporting impacts

The spread of COVID-19 continues to impact economies around the globe, causing extensive disruptions to many industries and business operations and a level of economic uncertainty that is unprecedented in our time. In addition to the impact on ongoing operations, these events may affect the municipality's financial reporting. While every entity will be impacted differently, the table below summarizes, at a high level, some key COVID-19 related financial reporting considerations that should be considered by most entities.

Disclosures and subsequent events	<p>In addition to the quantitative impact that COVID-19 may have on an entity's financial statements, management must also consider how the entity's financial statement note disclosures could be impacted. Many entities are now in a "mixed model" scenario where they have a combination of COVID-19 related events that:</p> <ul style="list-style-type: none">(a) occurred during the reporting period(b) occurred in the subsequent period and are adjusting subsequent events (provide further evidence of conditions that existed at the statement of financial position date); and(c) occurred in the subsequent period and are non-adjusting subsequent events (indicate conditions that arose after the statement of financial position date). <p>Events in categories (a) and (b) are reflected in the recognition and measurement of amounts reported in the financial statements, but may also require the entity to revise existing disclosures and/or add new disclosures (e.g. financial instrument risk, measurement uncertainty, going concern), while significant events in category (c) may need to be disclosed in the subsequent events note.</p> <p>Transparent and carefully worded disclosures will need to be included in the consolidated financial statements to convey how the municipality's financial performance and financial position are impacted by COVID-19, and what new risks and uncertainties exist as a result of the pandemic and its ongoing effects.</p>	<p>Management should review existing disclosures in the consolidated financial statements to determine how they may be impacted by COVID-19 and consider what additional disclosures may be necessary. If the municipality was significantly impacted by circumstances related to COVID-19, either during the current fiscal year or in the subsequent events period, in addition to disclosing information about the specific events in the general notes to the consolidated financial statements (and subsequent events note if applicable), management may also include a note to outline the overall impact of COVID-19 on the municipality to date and to explain what measures the municipality has implemented in response.</p>
------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Audit plan and risk assessment

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

Materiality

The purpose of our audit is to provide an opinion as to whether the consolidated financial statements are prepared, in all material respects, in accordance with Public Sector Accounting Standards as at December 31, 2021. Therefore, materiality is a critical auditing concept and as such we apply it in all stages of our engagement.

The concept of materiality recognizes that an auditor cannot verify every balance, transaction or judgment made in the financial reporting process. During audit planning, we made a preliminary assessment of materiality for the purpose of developing our audit strategy, including the determination of the extent of our audit procedures.

During execution of the audit, we will consider whether materiality should be re-assessed due to changes or events identified. At completion, we will consider not only the quantitative assessment of materiality, but also qualitative factors, in assessing the impact on the consolidated financial statements, our audit opinion and whether matters should be brought to your attention.

Considerations

The following is a summary of matters that relate to changes to the municipality and its business environment that were considered in preparing our audit plan.

Matter	Discussion and impact
Laws and regulations	During the course of the audit, we will perform specified audit procedures to help identify instances of non-compliance with laws and regulations that may have a material effect on the consolidated financial statements. An audit of financial statements is not designed to detect all instances of non-compliance with laws and regulations and does not represent an audit of the municipality's compliance with applicable laws and regulations.

Matter	Discussion and impact
Fraud	<p>We are responsible for obtaining reasonable assurance that the consolidated financial statements taken as a whole are free from material misstatement, whether caused by fraud or error. However, owing to the inherent limitations of an audit, there is an unavoidable risk that some material misstatements may not be detected and this is particularly true in relation to fraud. The primary responsibility for the prevention and detection of fraud rests with those charged with governance and management.</p> <p>During our audit planning, we enquired of management as to their views on the risks of fraud and their processes for identifying and assessing fraud risks. We are not aware of any fraud-related matters that could affect our audit approach.</p>
Accounting and auditing standards	In addition to the information in the Technical Highlights section, we have highlighted certain new standards and interpretations that are likely to have a significant impact on the financial reporting for the City of Port Colborne in the current year. An overview of these particular standards and interpretations is included in the appendices

Significant risks

We identified the following significant risks on which we plan to focus our attention:

Area of risk	Why there is a risk	Planned audit response
Fraud risk from revenue recognition	<p>There is a presumed risk of fraud in revenue.</p> <ul style="list-style-type: none"> The risk primarily relates to revenue recognized under water and sewer, grants and other revenue 	<ul style="list-style-type: none"> Analytical assessment of revenues based on budgeted expectations Subsequent receipts testing of receivables as at December 31, 2021 (statistical sample) Assessing the adequacy of allowances for doubtful accounts by testing subsequent receipts, reviewing management estimates and examining supporting documentation
Fraud risk from management override / segregation of duties	<p>This is a presumed fraud risk.</p> <ul style="list-style-type: none"> The risk primarily relates to the limited segregation of duties, administrative access to accounting system and the senior finance management's ability to post journal entries 	<ul style="list-style-type: none"> Test the appropriateness of journal entries recorded in the general ledger and other adjustments made in the preparation of the financial statements Review accounting estimates for biases Evaluate the business rationale for significant transactions that are or appear to be outside the normal course of business

Other audit risks

Other areas we have identified where we plan to focus our attention are as follows:

Area of risk	Why there is a risk	Planned audit response
Taxation revenue and receivables	The taxes receivable balances may be invalid and the allowance for uncollectible taxes understated.	<ul style="list-style-type: none"> Recalculation of the net tax revenues based on verified assessment rolls and approved tax rates Subsequent receipts testing of taxes receivable as at December 31, 2021 (statistical sample) Assessing the adequacy of the allowance for doubtful accounts by testing subsequent receipts, reviewing management estimates and examining support for the value of underlying property
Purchases and payables	Payables may be understated or not recorded in the correct period.	<ul style="list-style-type: none"> Analytical assessment of expenses based on budgeted expectations Reviewing supporting documentation and management estimates with respect to the completeness and accuracy of significant year end accruals Perform a search for unrecorded liabilities
Provisions for employee benefits	Provision and related expense may be understated.	<ul style="list-style-type: none"> Reviewing actuarial reports, method and assumptions used Testing supporting calculations relating to the various amounts and disclosures
Provisions for contaminated sites liability	Provision and related expense may be understated.	<ul style="list-style-type: none"> Reviewing assumptions used by management Testing supporting calculations relating to the various amounts and disclosures
Commitments and contingencies	There is uncertainty regarding contingent liabilities.	<ul style="list-style-type: none"> Verifying the accuracy and reasonableness of amounts and disclosures, with reference to correspondence with lawyers, examination of supporting documentation, and discussions with management

Audit fees

Proposed fees

Service	Current year fees	Prior year fees
Annual audit	\$ 41,300	\$ 40,400
Trust Fund audit	1,425	800
Additional audit fees and changes to financial statements	-	5,000
Assistant with preparation of FIR	-	7,350
Total*	\$ 42,725	\$ 53,550

*before disbursements and applicable taxes

Deliverables

Deliverable
Communication of audit strategy
Report on the December 31, 2021 consolidated financial statements
Communication of audit results
Preparation of the internal controls deficiencies letter

Fee considerations

Upfront and periodic discussions are central to our approach in dealing with fees. Our goal is to avoid surprises by having early and frank communication. We wish to provide you with a competitive price and fair value, while also allowing sufficient audit hours to conduct an effective audit and deliver quality service.

We have established a fee for the audit for the year ended December 31, 2021 that is based on the level of activity and the anticipated complexity of the audit of the municipality's consolidated financial statements. If there are any variances to the above plan, we will discuss them with you and agree on any additional fees before costs are incurred, wherever possible. Any unforeseen work outside the scope of this proposal will be billed separately after discussion with appropriate entity officials and/or the audit committee.

The proposed fee is based on receiving the following from management:

- All working papers and schedules as outlined in our requirements letter
- Trial balance together with reconciled control accounts
- All books and records when requested
- Use of municipality staff to help us locate information and provide explanations

Team, timing and communications

Timing and communications

We are committed to delivering exceptional client service and executing our audit in the most effective, efficient and timely manner. The planned timing of our audit work and the deliverables we will provide to Members of Council are as follows:

Stage or deliverable	Timing/Status
Planning and interim procedures	January, 2022
Communication of audit planning	January, 2022
Performance of fieldwork	March, 2022
Communication of audit results	April, 2022

In our communication of audit results, we will report on the following matters:

- Our views on significant accounting practices
- Significant difficulties, if any, encountered during the audit
- Misstatements, other than trivial errors
- Actual or suspected fraud or illegal acts
- Significant deficiencies in internal control
- Other significant audit matters, as applicable

Team

Engagement team member	Contact information
James D. Brennan CPA, CA Principal	P +1 905-834-6622 E James.Brennan@ca.gt.com
Chris Guglielmi CPA, CA Senior Manager	P +1 905-834-2970 E Chris.Guglielmi@ca.gt.com
Andrew Filinski Senior Accountant	P +1 905-834-2987 E Andrew.Filinski@ca.gt.com

Technical updates – highlights

Accounting

Accounting standards issued by the Accounting Standards Board that may affect the municipality in the current year and future years include:

- PS 1150 Generally accepted accounting principles
- PS 3450 Financial instruments
- PS 3160 Public private partnerships
- PS 1000 Financial statement concepts
- PS 3400 Revenues
- PS 3280 Asset retirement obligations
- PS 2601 Foreign currency translation
- PS 1201 Financial statement presentation
- PS 3041 Portfolio investments

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

Assurance

CAS 315 *Identifying and assessing the risks of material misstatement* ("CAS 315 Revised") will be effective for our audit of the municipality's consolidated financial statements for the year ending December 31, 2021. CAS 315 *Revised* includes many changes to the requirements related to planning an audit and completing the risk assessment process, which are designed to make the risk assessment process more robust and improve consistency of application in practice. Since the risk assessment process is fundamental to an audit, it is anticipated that we will need to incur some additional planning time in the year this new standard is implemented and there could also be resulting changes to audit responses. Furthermore, to address the requirements of CAS 315 *Revised*, we may need to hold more in-depth discussions with management about certain areas or obtain new types of supporting information during planning. The table below summarises the key changes to the standard and their anticipated effects on the audit.

Area	Change	Effect
Inherent risk factors	Five new risk factors have been introduced to aid in risk assessment: subjectivity, complexity, uncertainty, change, and susceptibility to misstatement due to management bias or fraud.	New risk factors may need to be documented. Where new risk factors are identified, the audit team will need to consider and document how they impact the overall risk assessment.
Spectrum of inherent risk	A “spectrum of inherent risk” has been defined. When completing the risk assessment, risks of material misstatement are positioned at the lower or higher end of the spectrum based on the likelihood and magnitude of possible misstatement, with the upper end representing significant risks.	Applying the spectrum of inherent risk concept may result in changes to the risk assessment and the associated responses. For example, new significant risks may be identified, and the standards contain specific requirements for work that must be performed in response to significant risks.
IT system and controls	There is a great deal more emphasis on understanding IT systems, particularly the IT general controls that address risks arising from the IT system.	The engagement team may need to work with management to obtain and document more information about the IT system and controls.
Control activities	There is more focus on controls relevant to the audit, including those related to journal entries, and on what work needs to be performed to determine the design and implementation of those controls.	Additional time may need to be incurred to identify and assess relevant controls. The approach to determining the design and implementation of internal controls may need to be updated.
Others	Other relevant changes include: <ul style="list-style-type: none"> • Requiring inherent risk and control risk to be assessed separately, whereas the current standard permits a combined assessment • Enhanced requirements and documentation relating to the exercise of professional skepticism • Separate focus on understanding the applicable financial reporting framework • Distinguishing between direct (assertion level) and indirect (pervasive level) control components • A new “stand-back” test requiring teams to reconsider when material classes of transactions, account balances and disclosures are not assessed as significant 	Risk assessments may need to be updated and additional documentation will need to be incorporated to comply with the revised requirements.

In addition to CAS 315 *Revised*, auditing standards issued by the AASB that may change the nature, timing and extent of our audit procedures on the municipality and our communication with Members of Council include:

- CAS 600 Special Considerations – Audits of Group Financial Statements

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

Appendix A – Overview and approach

Our audit is planned with the objective of obtaining reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, so that we are able to express an opinion on whether the consolidated financial statements are prepared, in all material respects, in accordance with Public Sector Accounting Standards. The following outlines key concepts that are applicable to the audit, including the responsibilities of parties involved, our general audit approach and other considerations.

Roles and responsibilities

Role of Council	<ul style="list-style-type: none">• Help set the tone for the organization by emphasizing honesty, ethical behaviour and fraud prevention• Oversee management, including ensuring that management establishes and maintains internal controls to provide reasonable assurance regarding reliability of financial reporting• Recommend the nomination and compensation of external auditors to the board• Overseeing the work of the external auditors including reviewing and discussing the audit plan
Role of management	<ul style="list-style-type: none">• Prepare financial statements in accordance with Public Sector Accounting Standards• Design, implement and maintain effective internal controls over financial reporting processes, including controls to prevent and detect fraud• Exercise sound judgment in selecting and applying accounting policies• Prevent, detect and correct errors, including those caused by fraud• Provide representations to external auditors• Assess quantitative and qualitative impact of misstatements discovered during the audit on fair presentation of the financial statements
Role of Grant Thornton LLP	<ul style="list-style-type: none">• Provide an audit opinion that the financial statements are in accordance with Public Sector Accounting Standards• Conduct our audit in accordance with Canadian Generally Accepted Auditing Standards (GAAS)• Maintain independence and objectivity• Be a resource to management and to those charged with governance• Communicate matters of interest to those charged with governance• Establish an effective two-way communication with those charged with governance, to report matters of interest to them and obtain their comments on audit risk matters

Audit approach

Our understanding of the municipality and its operations drives our audit approach, which is risk based and specifically tailored to the City of Port Colborne.

The five key phases of our audit approach



Phase	Our approach
1. Planning	<ul style="list-style-type: none">• We obtain our understanding of your operations, internal controls and information systems• We plan the audit timetable together
2. Assessing risk	<ul style="list-style-type: none">• We use our knowledge gained from the planning phase to assess financial reporting risks• We customize our audit approach to focus our efforts on key areas
3. Evaluating internal controls	<ul style="list-style-type: none">• We evaluate the design of controls you have implemented over financial reporting risks• We identify areas where our audit could be more effective or efficient by taking an approach that includes testing the controls• We provide you with information about the areas where you could potentially improve your controls
4. Testing accounts and transactions	<ul style="list-style-type: none">• We perform tests of balances and transactions• We use technology and tools, including data interrogation tools, to perform this process in a way that enhances effectiveness and efficiency
5. Concluding and reporting	<ul style="list-style-type: none">• We conclude on the sufficiency and appropriateness of our testing• We finalize our report and provide you with our observations and recommendations

Our tailored audit approach results in procedures designed to respond to an identified risk. The greater the risk of material misstatement associated with the account, class of transactions or balance, the greater the audit emphasis placed on it in terms of audit verification and analysis.

Throughout the execution of our audit approach, we will maintain our professional skepticism, recognizing the possibility that a material misstatement due to fraud could exist notwithstanding our past experiences with the municipality and our beliefs about management's honesty and integrity.

Internal control

Our audit will include gaining an understanding of the municipality's internal control over financial reporting. Our understanding will focus on processes associated with the identified risk areas, as described in this report. We use this understanding to determine the nature, extent and timing of our audit procedures.

Our understanding may also result in valuable internal control findings for your consideration. Note that the auditor's objectives with regards to internal control are different from those of management and those charged with governance. For example, we primarily target controls that relate to financial reporting and not those that relate to the municipality's operations or compliance which may also be relevant to its objectives. Therefore, management and those charged with governance cannot solely rely on our findings to discharge their responsibilities in this area.

Quality control

We have a robust quality control program that forms a core part of our client service. We combine internationally developed audit methodology, advanced audit technology, rigorous review procedures, mandatory professional development requirements, and the use of specialists to deliver high quality audit services to our clients. In addition to our internal processes, we are subject to inspection and oversight by standard setting and regulatory bodies. We are proud of our firm's approach to quality control and would be pleased to discuss any aspect with you at your convenience.

IDEA Data Analysis Software

We apply our audit methodology using advanced software tools. IDEA Data Analysis Software is a powerful analysis tool that allows audit teams to read, display, analyze, manipulate, sample and extract data from almost any electronic source. The tool has the advantages of enabling the audit team to perform data analytics on very large data sets in a very short space of time, while providing the checks, balances and audit trail necessary to ensure that the data is not corrupted and that the work can be easily reviewed. SmartAnalyzer, an add-on to IDEA, further improves the efficiency and effectiveness of the audit by providing automated routines for certain common analytical tasks, such as identifying unusual and potentially fraudulent journal entries. Grant Thornton continues to invest in developing industry-leading audit data analytical tools.

Appendix B – Engagement Letter

June 14, 2021

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

Attention: Mr. Bryan Boles, CPA, CA, MBA
Director of Corporate Services

Dear Mr. Boles:

Thank you for reappointing Grant Thornton LLP (“Grant Thornton”, “we”, “us”, or “our”) to perform the audit of the consolidated financial statements and other related services for City of Port Colborne (the “Municipality”, “you” or “your”) for the years ending December 31, 2021, 2022 and 2023 (collectively, the “Services”). The purpose of this letter and the attached [Schedule A](#) (the “Engagement”) is to outline the nature of the Services and the terms under which you are engaging us to perform those Services.

Objective, scope and limitations

You have requested that we audit the consolidated financial statements of City of Port Colborne, which comprise the consolidated statement of financial position as at December 31, 2021, 2022 and 2023 and the consolidated statements of operations, changes in net financial assets and cash flows for the years then ended, and a summary of significant accounting policies. We are pleased to confirm our acceptance and our understanding of this Engagement by means of this letter agreement.

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

The sole purpose of the Engagement is for us to conduct an audit of the Municipality pursuant to the requirements of the statute pursuant to which the Municipality is formed.

The audit will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

Requests for additional services may arise while we are performing the Services that are specifically identified in this Engagement, including general business advice. The provision of additional services by us does not relieve management of their responsibility for determining what actions the Municipality should take and performing adequate research and/or due diligence in relation to their decisions, including obtaining separate formal written advice from us in relation to complex or significant matters. Unless covered under a separate engagement letter, this Engagement will cover any such additional services we provide you, which will be billed at our standard hourly rates for the type of services requested. Notwithstanding anything to the contrary herein, we shall bear no responsibility in the event that management makes significant decisions on the basis of advice provided by us that is not formal written advice (for greater certainty, e-mail does not constitute formal written advice for the purposes of this section).

Our responsibilities

We will conduct our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional skepticism throughout the audit. We also:

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

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

Management's responsibilities

Our audit will be conducted on the basis that the Municipality's management and, where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a) for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian Public Sector Accounting Standards;
- b) for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error; and
- c) to provide us with:
 - i. Access to all information of which the Municipality's management is aware, that is relevant to the preparation of the consolidated financial statements such as records, documentation and other matters;
 - ii. Additional information that we may request from the Municipality's management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the Municipality from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from the Municipality's management and, where appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit. Those representations will include:

Consolidated Financial statements

- a) communicating that all responsibilities, as set out in the terms of this Engagement, for the preparation of the consolidated financial statements in accordance with Canadian Public Sector Accounting Standards in particular the consolidated financial statements are fairly presented;
- b) communicating its belief that significant assumptions used in making accounting estimates, including those measured at fair value are reasonable;
- c) acknowledging that all events subsequent to the date of the consolidated financial statements and for which Canadian Public Sector Accounting Standards require adjustment or disclosure have been adjusted or disclosed;

Completeness of information

- d) providing us with and making available complete financial records and related data, and copies of all minutes of meetings of Members of Council and committees;
- e) acknowledging that all transactions have been recorded and are reflected in the consolidated financial statements;
- f) providing us with information relating to any known or probable instances of non-compliance with legislative or regulatory requirements, including financial reporting requirements;
- g) providing us with information relating to any illegal or possibly illegal acts, and all facts related thereto;
- h) acknowledging that all related party relationships and related party transactions have been appropriately accounted for and disclosed in accordance with the requirements of Canadian Public Sector Accounting Standards;

Fraud and error

- i) the design and implementation of internal controls to prevent and detect fraud and error;
- j) an assessment of the risk that the consolidated financial statements may be materially misstated as a result of fraud;
- k) providing us with information relating to fraud or suspected fraud affecting the Municipality involving:
 - i. management;
 - ii. employees who have significant roles in internal control; or
 - iii. others, where the fraud could have a material effect on the consolidated financial statements;

- l) providing us with information relating to any allegations of fraud or suspected fraud affecting the Municipality's consolidated financial statements communicated by employees, former employees, analysts, regulators, or others;
- m) communicating its belief that the effects of any uncorrected financial statement misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the consolidated financial statements taken as a whole. A list of the uncorrected misstatements will be attached to the representation letter;

Recognition, measurement and disclosure

- n) providing us with its assessment of the reasonableness of significant assumptions underlying fair value measurements and disclosures in the consolidated financial statements;
- o) providing us with any plans or intentions that may affect the carrying value or classification of assets or liabilities;
- p) providing us with an assessment of all areas of measurement uncertainty known to management that are required to be disclosed in accordance with MEASUREMENT UNCERTAINTY, PSA HANDBOOK – ACCOUNTING Section 2130;
- q) acknowledging that no subsequent events occurred that require adjustment to the accounting estimates and disclosures included in the consolidated financial statements.
- r) providing us with information relating to claims and possible claims, whether or not they have been discussed with the Municipality's legal counsel;
- s) providing us with information relating to other liabilities and contingent gains or losses, including those associated with guarantees, whether written or oral, under which the Municipality is contingently liable;
- t) providing us with information on whether or not the Municipality has satisfactory title to assets, liens or encumbrances on assets, and assets pledged as collateral;
- u) providing us with information relating to compliance with aspects of contractual agreements that may affect the consolidated financial statements;
- v) providing us with information concerning subsequent events; and

Written confirmation of significant representations

- w) providing us with written confirmation of significant representations provided to us during the Engagement on matters that are:
 - i. directly related to items that are material, either individually or in the aggregate, to the consolidated financial statements; and
 - ii. not directly related to items that are material to the consolidated financial statements but are significant, either individually or in the aggregate, to the Engagement.

The Municipality's management agrees to make available draft consolidated financial statements, including appropriate note disclosures and any accompanying other information in time to allow for the audit to be completed within the proposed timeframe. In addition, the Municipality's management agrees to inform us of any factors or circumstances that come to their attention during the period from the date of the auditor's report to the date consolidated financial statements are issued that may impact the consolidated financial statements; including their disclosures.

It is agreed that for any electronic distribution of your consolidated financial statements and our report thereon, the Municipality's management is solely responsible for the accurate and complete reproduction of the consolidated financial statements and our report thereon.

While the report may be sent to the Municipality electronically by us for your convenience, only the signed (electronically or manually) report constitutes the Municipality's record copy.

If the Municipality's management intends to publish or otherwise reproduce our report (or otherwise make reference to Grant Thornton LLP) in a document(s) that contains other information (including in a document(s) that will be used in connection with a public offering of securities), the Municipality's management agrees to (a) provide Grant Thornton with a draft of such document(s) to read, and (b) obtain our approval for inclusion of our report in such document(s), before the document(s) are finalized and distributed. The Municipality's management also agrees that if our name is to be used in connection with the consolidated financial statements, it will attach our auditors' report when distributing the consolidated financial statements to any third parties. The Municipality's management agrees to provide us with adequate notice of the preparation of such document(s).

Non-audit services directly related to the audit

We will assist the Municipality's management in preparation of the consolidated financial statements. However, the Municipality's management remains at all times responsible for the preparation and fair presentation of the Municipality's consolidated financial statements in accordance with Canadian Public Sector Accounting Standards.

Reporting

Unless unanticipated difficulties are encountered, our report will be substantially in the following form:

INDEPENDENT AUDITOR'S REPORT

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

Opinion

We have audited the consolidated financial statements of the Corporation of the City of Port Colborne ("the Municipality"), which comprise the consolidated statement of financial position as at December 31, 2021, and the consolidated statements of operations, changes in net debt and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies. In our opinion, the accompanying consolidated financial statements present fairly in all material respects, the financial position of the Corporation of the City of Port Colborne as at December 31, 2021, and its results of operations, its changes in its net financial assets, and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

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

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

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

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

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

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

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

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

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

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

[Auditor's signature]

[Date of the auditor's report]

[Auditor's address]

The form and content of our report may need to be amended in the light of our audit findings.

Fees

Fees are based on the time required by the individuals assigned to perform the Services defined herein. Individual hourly rates vary according to the degree of responsibility involved and experience and skill required.

Any fee estimates by Grant Thornton take into account i) the agreed-upon level of preparation and assistance from your personnel; and ii) the hourly rates for our professionals that will be providing the Services. Grant Thornton undertakes to advise the Municipality's management on a timely basis should this preparation and assistance not be provided, or should any other circumstances arise which cause actual time to exceed that estimate. We will provide the services outlined in this letter for fees not to exceed the following:

Report	2021 Fees	2022 Fees	2023 Fees
Audit of the City of Port Colborne consolidated financial statements including the preparation of the consolidated financial statements	\$ 41,300	\$ 42,200	\$ 43,100

Other services

Depending on the nature and significance of requests for additional services, we may issue a separate engagement letter to cover the additional services and/or provide a fee estimate before we invest significant professional time in providing the additional services. As noted above, in the absence of such a separate engagement letter, the provisions of this Engagement shall apply to the additional services, which will be billed at our standard hourly rates for the types of services requested unless otherwise specified in a fee estimate.

Municipality consent to production

The Municipality hereby acknowledges that we may from time to time receive requests or orders from professional (provincial institutes) or other regulatory or governmental authorities (including the Canada Revenue Agency) to provide them with information and copies of documents in our files including working papers and other work-product relating to the Municipality's affairs. The Municipality consents to us providing or producing, as applicable, these documents and information without further reference to, or authority from, you.

When a regulatory authority requests access to our working papers and other work-product relating to the Municipality's affairs, we will, on a reasonable efforts basis, refuse access to any document over which the Municipality has expressly informed us at the time of delivery that the Municipality asserts privilege, except where disclosure of documents is required by law or requested by a provincial Institute/Order of Canadian Chartered Professional Accountants pursuant to its statutory authority in which event the Municipality expressly consents to such disclosure. The Municipality must mark any document over which it asserts privilege as privileged and inform us of the grounds for the Municipality's assertion of privilege (such as whether it claims solicitor-client privilege or litigation privilege).

We may also be required to provide information relating to the fees that we collect from the Municipality for the provision of audit services, other accounting services and non-audit services, and the Municipality consents to the disclosure of that information as may be required by the regulatory authority.

The Municipality agrees to reimburse us, upon request, at our standard billing rates for our professional time and expenses, including reasonable legal fees, incurred in dealing with the matters described above.

Release and indemnification

You agree to release, indemnify and hold harmless Grant Thornton, its affiliates and their respective directors, officers, partners, principals, employees, consultants and contractors from any and all claims, liabilities, costs and expenses (including any and all legal expenses incurred by Grant Thornton) arising out of or based upon:

- a) any misstatement or omission in any material, information or representation supplied or approved by you;
- b) any third party claim relating to or arising out of this Engagement; or
- c) any other matter related to or arising out of this Engagement, except to the extent finally determined to have resulted from the negligence, wilful misconduct or fraudulent behaviour of Grant Thornton.

Limitation of liability

In any action, claim, loss or damage arising out of the Engagement, you agree that Grant Thornton's liability will be several, and not joint and several and you may only claim payment from Grant Thornton of its proportionate share of the total liability based on its degree of fault as finally determined. Any action against us must be commenced on or before the date which is the earlier of i) eighteen months from the completion of the Services; and ii) the date by which an action must be commenced under any applicable legislation other than limitation legislation.

The total liability assumed by Grant Thornton for any claim, loss or damage arising out of or in connection with the Engagement, regardless of the form of action, claim, loss or damage be it tort, contract or otherwise, shall in no event exceed the aggregate of the professional fees paid to Grant Thornton for that portion of the Services that has given rise to the claim. In addition, Grant Thornton shall not under any circumstances be liable for any special, indirect or consequential damages, including without limitation, lost profit or revenue, or similar damages.

Standard terms and conditions

This letter and our standard terms and conditions attached as [Schedule A](#), shall form the basis of the Engagement.

Survival of terms

This engagement letter will continue in force for subsequent audits unless terminated by either party by written notice prior to the commencement of the subsequent audit.

Acceptance of engagement letter

Please confirm your acceptance of this Engagement by signing below and returning this letter to us.

We are proud to serve you and we appreciate your confidence in our work. If you have any questions about the contents of this letter, please raise them with us.

Yours sincerely,

Grant Thornton LLP

James D. Brennan, CPA, CA
Principal

JDB/jf

The services and terms as set forth in this letter are agreed to.

City of Port Colborne

By:

Signed "Bryan Boles"

(Signature)

Bryan Boles, CPA, CA, MBA

(Name)

Director of Corporate Services

(Title)

"June 14, 2021"

(Date)

Schedule A

Terms and conditions

Except as otherwise specifically stated in the Engagement, the following general terms and conditions apply to and form part of the Engagement.

Responsibilities – Grant Thornton shall use all reasonable efforts to complete the Services within the time-frame, if any, stipulated in the Engagement. Grant Thornton shall not be liable for failures or delays in performance of the Services that arise from causes beyond its control, including the untimely performance by the Municipality of its obligations and responsibilities as set out in the Engagement.

In addition, Grant Thornton reserves the right, in whole or in part, to decline the performance of any Service(s) if, in the sole discretion of Grant Thornton, the performance of any of the Services may cause Grant Thornton to be in violation of any applicable law, regulations, professional standards or obligations or which may otherwise result in damage to Grant Thornton's reputation.

Information and announcements – The Municipality shall cause to be provided or provide Grant Thornton with all material information in its possession or control or to which it has access and such other information as Grant Thornton deems relevant for the purposes of the Engagement. The Municipality shall also provide where applicable, access to its directors, officers or professional advisers as required to complete the Services. The Municipality undertakes that if anything occurs after the supply of any such information or documents which would render same inaccurate, untrue, unfair or misleading it will promptly notify Grant Thornton and take all such steps as Grant Thornton may require to correct such information or documents.

Unless otherwise contemplated or permitted by the Engagement, any advice, reports (including the audit report), compiled or reviewed financial statements, discoveries, information or opinions, whether written or oral, rendered or provided by Grant Thornton to the Municipality (and/or its affiliates) ("Deliverables"), or any communications between Grant Thornton and the Municipality (and/or its affiliates) in connection with the Engagement may not be disclosed to any third party without the prior written consent of Grant Thornton with the exception of any applicable Canadian taxing authorities and the Municipality's financial institution. Any Deliverables shall be solely for the benefit of the Municipality and not for the benefit of any third party and may be relied upon only for the purpose for which the Deliverable is intended as contemplated or defined within the Engagement. Grant Thornton recognizes no responsibility whatsoever, other than that owed to the Municipality as at the date on which the Deliverable is given to the Municipality by Grant Thornton, for any unauthorized use of or reliance on any Deliverables. Unless otherwise expressly provided for within the Engagement or upon written consent of Grant Thornton, no Deliverables shall be used or relied on by the Municipality as expert evidence or included as evidence in any litigation or court proceeding. Notwithstanding any term within the Engagement and by way of an exception to this paragraph, nothing within the Engagement shall prohibit the disclosure by the Municipality or Grant Thornton to any person or to the Minister of National Revenue of the details or structure of any transaction or series of transactions contemplated by the Deliverables, if (i) the transactions or series of transactions would constitute an avoidance transaction, as defined by section 245(2) of the Income Tax Act (Canada) ("ITA"), or series of transactions including an

avoidance transaction under which a tax benefit to the Municipality results or would result but for section 245 of the ITA; or (ii) the transaction or series of transactions would be considered to be a general tax avoidance transaction as defined by any other applicable legislation.

The Municipality acknowledges that the Services will involve analysis, judgement and other performance from time to time in a context where the participation of the Municipality or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. Accordingly, the Municipality agrees that the evaluation of the Services provided by Grant Thornton shall be based solely on Grant Thornton's substantial conformance with any standards or specifications expressly set forth within this Engagement and applicable professional standards, and any claim of non-conformance (and applicably of such standards) must be clearly and convincingly shown. Unless the Municipality or Grant Thornton agree otherwise in writing, Grant Thornton shall have no responsibility to update any of the Services or Deliverables after their completion, and any such updates will be billed at Grant Thornton's then current hourly rates.

Independence – In the event, the Municipality is (i) an entity that is registered with the United States Securities and Exchange Commission; or (ii) an affiliate of a registrant, and a provision(s) contained within the Engagement would be prohibited by, or impair the independence of, any member firm of Grant Thornton International Ltd ("Grant Thornton International") under any law or regulation applying to the Municipality, such provision(s) shall not apply to the Engagement to the extent that is necessary to avoid the prohibition against or impairment of the referenced independence of the respective Grant Thornton International member firm.

Independent contractor – Grant Thornton shall provide all services as an independent contractor and nothing in this Engagement shall be construed as to create a partnership, joint venture or other similar relationship with the Municipality or any other party. Neither the Municipality nor Grant Thornton shall have the right, power or authority to obligate or bind the other in any manner.

Subcontracting – The Municipality agrees that Grant Thornton may authorize, allow or require its affiliates and contractors to assist in the performance of the Services and to share in Grant Thornton's rights under the Engagement, including any protections available thereunder, provided that such party(ies) shall commit (as applicable) to be bound by the obligations set forth in the Engagement.

Grant Thornton International Ltd – Grant Thornton is a Canadian member of Grant Thornton International Ltd., a global organization of member firms in over 100 countries. Member firms are not members of one international partnership or otherwise legal partners with each other. There is no common ownership, control, governance, or agency relationship between member firms.

Assisting Firms – Unless otherwise stipulated within the Engagement, this Engagement is with Grant Thornton. In the course of providing the Services, we may at our sole discretion, draw upon the resources of or subcontract a portion of the Services to another entity (including a partnership) which may carry on business under the name which may include within its name "Grant Thornton" or be another member firm of the worldwide network of Grant Thornton International Ltd. member firms (hereinafter "GT Affiliates").

Unless a GT Affiliate is directly contracted by you to provide any of the Services which are subject to this Engagement, the provision of those Services remain the responsibility of Grant Thornton and the Municipality agrees that it will not bring any claim, whether in contract, tort (including negligence) or otherwise against any GT Affiliate in respect of this Engagement or the Services defined herein. In these circumstances, any GT Affiliate that deals with you for the purpose of completing the Services does so on behalf of Grant Thornton. The provisions of this clause have been stipulated for the benefit of GT Affiliates. GT Affiliates will have the right to rely on this clause as if they were parties to the Engagement and will have the right (subject to the discretion of the courts) to a stay in proceedings if you bring any claim against any GT Affiliates in breach of this clause.

Non-solicitation – The Municipality agrees that it shall not solicit for employment or hire any of the partners, principals, employees or consultants of Grant Thornton who are involved in the performance of the Services during the term of the Engagement and for a period of twelve (12) months thereafter.

Confidentiality – All information which Grant Thornton receives from the Municipality or the Municipality's directors, officers, agents, advisors or counsel in connection with the Engagement and which is for the time being confidential ("Confidential Information"), will be held in strict confidence, provided that Grant Thornton shall be free to, without the requirement to seek any further consent or authorization from the Municipality, make disclosures (a) as a result of any applicable law, court or other order binding upon it, under the laws of, or pursuant to any governmental action (including requests and orders), regulatory requirement, or professional standard obligations (including disclosure to a provincial institute of chartered professional accountants); (b) of such information to any professional advisers, consultants and contractors, including GT Affiliates it may consult in connection with the Engagement and the performance of the Services; and (c) as set out in the Engagement.

Grant Thornton may disclose Confidential Information to GT Affiliates for the purposes of fulfilling its professional obligations to manage conflicts of interest and to maintain auditor independence. Confidential Information may also be disclosed as part of compliance reviews or to implement standardized performance measurement, client relationship management and documentation systems within the global Grant Thornton network. The Confidential Information disclosed may include ownership information and information about related entities and such information may be stored, processed and accessed from locations outside of Canada.

Notwithstanding anything to the contrary contained within the Engagement, Grant Thornton shall not be obligated to treat as confidential, or otherwise be subject to any restrictions on use, disclosure or treatment as contained within the Engagement, of any information disclosed by the Municipality which, (i) is rightfully known by Grant Thornton on a non-confidential basis prior to its disclosure by the Municipality; (ii) is independently developed by Grant Thornton without reference to or use of the Municipality's Confidential Information; (iii) is or later becomes publicly available without violation of the Engagement; or (iv) is lawfully obtained by Grant Thornton from another party.

Working papers/reports – The advice or opinions of Grant Thornton, including all materials, reports, information, data, and work created, developed or performed by Grant Thornton during the course of the

Engagement ("the Grant Thornton Materials") shall belong to Grant Thornton, with the exception of final tax returns, original contracts, other documents of title held to the Municipality's order and any documents the return of which the Municipality has stipulated, on or prior to their release to Grant Thornton (the "Municipality Materials"). Notwithstanding the foregoing, (i) Grant Thornton may retain a copy of the Municipality Materials (including Confidential Information) as required by Grant Thornton, in its sole discretion, to meet any obligations imposed by professional standards; and (ii) nothing shall require the return, erasure or destruction of back-ups made in accordance with Grant Thornton's document-retention procedures.

Conflict of interest – Grant Thornton, its associated entities and GT Affiliates are involved in a wide range of financial advisory activities out of which conflicting interests or duties may arise. Within Grant Thornton, its associated entities and GT Affiliates, practices and procedures are maintained to restrict the flow of information and thereby manage or assist in managing such conflicts in a proper manner. Nothing within this Engagement will be interpreted to preclude Grant Thornton, its associated entities and GT Affiliates from engaging in any transaction or representing any other party at any time or in any capacity, provided that Grant Thornton shall not, knowingly provide services to another party under circumstances which would place Grant Thornton in a direct conflict of interest during the term of the Engagement without the Municipality's prior written consent. In the event Grant Thornton becomes conflicted, as determined in its discretion, Grant Thornton shall be permitted, but not obligated to, terminate this Engagement without any additional liability to the Municipality, upon fourteen (14) days prior written notice.

Access to and disclosure of information – Grant Thornton is committed to the protection of personal information. During the course of planning, performing and reporting the result of the Services, Grant Thornton, its employees, partners, contractors, consultants, and GT Affiliates may need to obtain, use and disclose Municipality information (including Confidential Information and personal information) in the possession of, or under the control of the Municipality. The Municipality acknowledges this potential use and/or disclosure and agrees that it is responsible for obtaining, where required under applicable law or regulation, a court order or consent from any third party in order to permit Grant Thornton, its employees, partners, contractors, consultants, and/or GT Affiliates, to access, obtain, use and/or disclose Municipality information (including Confidential Information and personal information) accessed by us or provided to us by the Municipality or a party authorized by the Municipality for the purposes of completing the Services, and/or other disclosure so defined within the Engagement or for those additional purposes as more fully explained within Grant Thornton's privacy policy, as it may be amended from time to time and available at www.grantthornton.ca.

Electronic communication – Grant Thornton and the Municipality may need to electronically transmit confidential information to each other and to other entities engaged by either party during the Engagement. Electronic methods include, but are not limited to telephones, cellular telephones, electronic mail and facsimiles. These technologies provide for a fast and convenient way to communicate. However, all forms of communications have inherent security weaknesses and the risks of compromised confidentiality cannot be eliminated. Notwithstanding the inherent risks, the Municipality agrees to the use of such electronic methods to transmit and receive information (including confidential information), between Grant

Thornton and the Municipality and between Grant Thornton and outside specialists, contractors or other entities engaged by either Grant Thornton or the Municipality. The Municipality further agrees that Grant Thornton shall not be liable for any loss, damage, expense, inconvenience or harm resulting from the loss, delay, interception, corruption or alteration of any electronic communication due to any reason whatsoever.

The Municipality also agrees that Grant Thornton professionals shall be authorized to connect their computers to the Municipality's IT network, subject to any specific restrictions the Municipality provides to Grant Thornton. Connecting to the Municipality's IT network or the internet via this network, while at the Municipality's premises, will be primarily for the purpose of conducting normal business activities, and those relating to the completion of the Services.

Expenses – If applicable, the Municipality will reimburse Grant Thornton for all reasonable out-of-pocket expenses incurred by Grant Thornton in entering into and performing the Services, whether or not it is completed, including but not limited to, travel, telecommunications costs, fees and disbursements of other professional advisers, and other disbursements customary in engagements of this nature. All other out-of-pocket expenses will be charged at cost as incurred by Grant Thornton.

Taxes – All fees and other charges payable to Grant Thornton do not include any applicable federal, provincial, or other goods and services tax or sales tax, or any other taxes or duties whether presently in force or imposed in the future. All sums payable to Grant Thornton hereunder shall be paid in full without withholding or deduction.

Billing – All invoices issued by Grant Thornton hereunder are due within 30 days of the invoice date. Interest will be charged on all overdue accounts at a rate of 1.5% per month (18% per annum) until paid. Fees paid or payable to Grant Thornton under this Engagement are non-refundable and shall not be subject to set-off. Unless otherwise directed by Grant Thornton, all fees, expenses and other sums will be billed and payable in Canadian Dollars.

Termination – Either the Municipality or Grant Thornton may terminate the Engagement upon fourteen (14) days prior written notice to the other party. In addition to the foregoing, Grant Thornton may also terminate the Engagement in the event of a breach of any term of the Engagement by the Municipality which is not cured by the Municipality within ten (10) days of receipt of written notice as to the breach. Upon termination for any reason, the parties shall return each other's confidential information, except that Grant Thornton may retain one copy for its working papers and one copy of the Municipality **Data may also be retained by Grant Thornton** even if same may contain confidential information of the Municipality. In addition to its rights of termination provided herein and notwithstanding anything to the contrary in the Engagement, Grant Thornton shall also have the right (i) upon five (5) days prior written notice to the Municipality, to suspend or terminate its Services in the event the Municipality fails to pay Grant Thornton any amount due to it under the terms of the Engagement; or (ii) immediately upon written notice to the Municipality, terminate its Services in the event Grant Thornton discovers any information which Grant Thornton determines, in its sole discretion, may affect its reputation, integrity or independence. In the event of termination, the Municipality agrees to compensate Grant Thornton for all time expended and costs incurred up to and including the date of termination.

Severability – Each provision of this Engagement is severable and if any provision (in whole or in part) is or becomes invalid or unenforceable or contravenes any applicable regulations or laws, the remaining provisions and the remainder of the affected provision (if any) will not be affected.

Assignment – No assignment shall be made by either party of their respective obligations under this Engagement without the prior written consent of the other party.

Publication – Under no circumstances without the express prior written consent of Grant Thornton, shall the Municipality disclose, release, use, make reference to, or quote Grant Thornton's name, logo or any Deliverable (whether written or verbal) within any press release, press conference, website update, media release or any other form of public disclosure ("Disclosure Document") other than for litigation purposes, but only to the extent and in the manner that such use is contemplated by the Engagement. In the event the Municipality wishes to seek Grant Thornton's consent as required by the Engagement, the Municipality shall provide to Grant Thornton a copy of such Disclosure Document for prior approval, which approval may be unreasonably withheld. Notwithstanding the terms of this paragraph, the Municipality is not prohibited from disclosing details or structure of any avoidance transaction as defined by section 245(2) of the ITA or series of transactions, including an avoidance transaction relevant to this Engagement to the any person or the Minister of National Revenue.

Municipality representations, warranties and covenants – The Municipality represents, warrants and covenants to Grant Thornton that:

- a. the execution, delivery and performance of the Engagement has been duly authorized and does not, and with the passage of time, will not conflict with or violate any contractual, statutory, common law, legal, regulatory or other obligation by which the Municipality is bound; and
- b. the Engagement is the legal, valid and binding obligation of the Municipality, enforceable in accordance with its terms.

Grant Thornton representations, warranties and covenants – Grant Thornton represents, warrant and covenants to the Municipality that Grant Thornton will provide the Services described within the Engagement in a professional and competent manner. Grant Thornton makes no other representation or warranties and explicitly disclaims all other warranties and representations whether expressed or implied by law, usage of trade, course of dealing or otherwise.

Surviving provisions – The Municipality's obligations in respect of confidentiality, payment of fees and expenses, limitation of liability and Release and Indemnification as outlined within the Engagement and these terms and conditions shall survive termination of the Engagement.

Governing law and forum – The Engagement, including these terms and conditions shall be governed by and construed in accordance with the laws of the Province in which the Engagement was signed by Grant Thornton.

Other matters – The failure of either party to insist on strict performance of the Engagement, or to exercise any option herein, shall not act as a waiver of any right, promise or option, but the same shall be in full force and effect. No waiver of any term or provision or of any breach or default shall be valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any other term or provision or any subsequent breach or default of the same or similar nature.

Complete agreement – This Engagement, including these terms and conditions and any schedules, sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes and cancels any prior communications, understandings, and agreements between the parties. This Engagement may not be amended or modified except in writing between the parties and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

Appendix C – PSAS

Accounting developments

Public Sector Accounting Standards [updated September 30, 2021]	Effective date
<p>Section PS 1150 <i>Generally Accepted Accounting Principles</i></p> <p>Section PS 1150 has been amended to require public sector entities to look to accounting pronouncements published by the International Public Sector Accounting Standards Board (IPSASB) as the first accounting framework to consult in situations not covered by primary sources of GAAP. When a standard from the IPSASB exists, it must be consulted first before standards issued by other bodies authorized to issue accounting standards.</p> <p>This amendment would only be applied only to new transactions or other events after the effective date for which the entity has no existing accounting policy. It also does not require the revision of existing accounting policies.</p>	<p>Fiscal years beginning on or after April 1, 2021.</p>
<p>Section PS 3450 <i>Financial instruments</i> and Section PS 2601 <i>Foreign currency translation</i></p> <p>PS 2601 <i>Foreign currency translation</i> has been amended:</p> <ul style="list-style-type: none"> • To provide an irrevocable accounting policy election for all financial assets and financial liabilities arising from a foreign currency transaction. This election allows a public sector entity to elect on initial recognition to recognize their exchange gains and losses on a financial asset or financial liability directly in the statement of operations. If this election is not chosen, unrealized foreign exchange gains and losses are included in remeasurement gains and losses until they are realized, upon which they are reclassified to the statement of operations • to require for financial assets and financial liabilities in the fair value category, that the exchange gain or loss component of the change in fair value is separated and recognized directly in the statement of operations in cases where the above accounting policy election was made and amounts subject to this election would not be considered remeasurement gains and losses <p>For those public sector entities that applied PS 2601 to fiscal years beginning on or after April 1, 2012, the election may be made on a one-time basis, at the beginning of the fiscal year, for existing financial assets and financial liabilities arising from a foreign currency transaction. For any financial asset or financial liability for which this election is made, cumulative unrealized exchange gains and losses arising at the date of the election are recognized as an adjustment to the accumulated surplus or deficit at the beginning of the fiscal year in which this election is applied. Disclosure is required to indicate the use of this election and any adjustment to the accumulated surplus or deficit in the year of application.</p> <p>As a result of accounting policy election in PS 2601 noted above, PS 3450 has also been amended to require the disclosure of the carrying amounts of financial assets and financial liabilities in which exchange gains and losses are recognized directly in the statement of operations</p>	<p>For those public sector entities that applied PS 2601/PS 3450 to fiscal years beginning on or after April 1, 2012, the election in paragraph PS 2601.19A may be made on a one-time basis, at the beginning of the fiscal year, for existing financial assets and financial liabilities arising from a foreign currency transaction. This election may be applied no later than the fiscal year beginning on or after April 1, 2022. Earlier application is permitted.</p>

Public Sector Accounting Standards [updated September 30, 2021]	Effective date
<p>Section PS 3160 <i>Public Private Partnerships</i></p> <p>New Section PS 3160 <i>Public Private Partnerships</i> establishes standards on how to account for public private partnerships between public and private sector entities where infrastructure is procured by a public sector entity using a private sector partner that is obligated to design, build, acquire or better infrastructure; finance the infrastructure past the point where the infrastructure is ready for use and operate and/or maintain the infrastructure. Infrastructure typically includes items such as tangible capital assets (i.e., complex network systems), but may also include items that are intangible in nature. The main features of the new Section are:</p> <ul style="list-style-type: none"> • The infrastructure is recognized as an asset when the public sector entity acquires control of the infrastructure. A liability is also recognized when the public sector entity recognizes an asset. • The infrastructure asset and corresponding liability are initially measured at the cost of the infrastructure asset. • Subsequent measurement of the infrastructure asset is based on the asset cost amortized in a rational and systematic manner over the useful life of the asset. • Subsequent measurement of the financial liability is at amortized cost using the effective interest method. When all or a portion of the liability represents a performance obligation, revenue is recognized, and the liability reduced in accordance with the substance of the public private partnership agreement (as performance is achieved). • Retrospective or prospective application is permitted. 	<p>Fiscal years beginning on or after April 1, 2023.</p> <p>Earlier adoption is permitted.</p>
<p>Section PS 1000 <i>Financial statement concepts</i>, Section 1201 <i>Financial Statement Presentation</i>, and PSG-8 <i>Purchased intangibles</i></p> <p>Section PS 1000 has been amended to remove the prohibition of recognition of purchased intangibles in public sector financial statements. Consequentially, Section PS 1201 has also been amended to remove disclosure requirements for unrecognized purchased intangibles since entities can now recognize purchased intangibles in their financial statements. Entities still reporting in accordance with Section PS 1200 <i>Financial Statement Presentation</i> can also adopt the amendments and recognize purchased intangible assets. New Public Sector Guideline, PSG-8 <i>Purchased intangibles</i>, has been issued to explain the scope of the intangibles that are allowed to be recognized in the financial statements given this amendment to Section PS 1000. However, it is important to note that no further recognition, measurement, disclosure and presentation guidance has been provided.</p> <p>The main features of PSG-8 include:</p> <ul style="list-style-type: none"> • A definition of purchased intangibles • Examples of items that are not purchased intangibles • References to other guidance in the PSA Handbook on intangibles • Reference to the asset definition, general recognition criteria and the GAAP hierarchy for accounting for purchased intangibles • Retrospective or prospective application is permitted. 	<p>Fiscal years beginning on or after April 1, 2023.</p> <p>Earlier adoption is permitted.</p>
<p>2019-2020 Annual Improvements</p> <p>The following significant amendment has been made to PSAS as a result of the annual improvements process:</p> <ul style="list-style-type: none"> • A clarification has been added to the <i>Introduction to Public Sector Accounting Standards</i> to require public sector entities to adopt all related consequential amendments when they early adopt a new or amended standard. Consequential amendments are not available for early adoption if the related amended standard has not been early adopted 	<p>Effective immediately</p>

Section PS 3400 Revenues*****NEW*****

New Section PS 3400 *Revenue* establishes standards on how to account for and report on revenue. It does not apply to revenues for which specific standards already exist, such as government transfers, tax revenue or restricted revenues. The Section distinguishes between revenue that arises from transactions that include performance obligations (i.e., exchange transactions) and transactions that do not have performance obligations (i.e., non-exchange transactions). The main features of the new Section are:

Fiscal years beginning on or after April 1, 2023.

Earlier adoption is permitted.

(NOTE: The effective date was previously April 1, 2022, but as a result of the COVID-19 pandemic, the Public Sector Accounting Board (PSAB) has deferred the effective date by one year.)

- Performance obligations are defined as enforceable promises to provide specific goods or services to a specific payer
- Revenue from transactions with performance obligations will be recognized when (or as) the performance obligation is satisfied by providing the promised goods or services to the payer
- Revenue from transactions with no performance obligations will be recognized when a public sector entity has the authority to claim or retain the revenue and identifies a past transaction or event that gives rise to an asset

Section PS 3280 Asset retirement obligations*****NEW*****

New Section PS 3280 *Asset Retirement Obligations* establishes standards on how to account for and report a liability for asset retirement obligations. An asset retirement obligation is a legal obligation associated with the retirement of a tangible capital asset.

Fiscal years beginning on or after April 1, 2022.

Earlier adoption is permitted.

(NOTE: The effective date was previously April 1, 2021, but as a result of the COVID-19 pandemic, the PSAB has deferred the effective date by one year.)

Asset retirement costs associated with a tangible capital asset increase the carrying amount of the related tangible capital asset and are expensed in a rational and systematic manner, while asset retirement costs associated with an asset no longer in productive use are expensed. Measurement of the liability for an asset retirement obligation should result in the best estimate of the amount required to retire a tangible capital asset at the financial statement date. A present value technique is often the best method to estimate the liability. Subsequent measurement of the liability can result in either a change in the carrying amount of the related tangible capital asset, or an expense, depending on the nature of the remeasurement or whether the asset remains in productive use.

As a result of the issuance of Section PS 3280, the Public Sector Accounting Board (PSAB) approved the withdrawal of Section PS 3270 *Solid waste landfill closure and post-closure liability* as asset retirement obligations associated with landfills will be within the scope of PS 3280. PS 3280 does not address costs related to remediation of contaminated sites, which will continue to be addressed in Section PS 3260 *Liability for contaminated sites*. Some consequential amendments have been made to PS 3260 to conform with PS 3280 and further clarify the scope of each standard.

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

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

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

For governments - Fiscal years beginning on or after April 1, 2022.

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

For all other government organizations - Fiscal years beginning on or after April 1, 2022.

Earlier adoption is permitted.

(NOTE: For public sector entities other than government organizations that applied the CPA Canada Handbook – Accounting prior to adopting the CPA Canada Public Sector Accounting Handbook, the effective date was previously April 1, 2021, but as a result of the COVID-19

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

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

pandemic, the PSAB has deferred the effective date by one year.)

- the deferral and amortization of foreign exchange gains and losses relating to long-term foreign currency denominated monetary items is discontinued
- until the period of settlement, foreign exchange gains and losses are recognized in the statement of remeasurement gains and losses rather than the statement of operations, unless an irrevocable election is made at initial measurement to recognize exchange gains and losses on a financial asset or financial liability directly in the statement of operations.

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

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

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

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

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

In April 2020, the PSAB issued amendments to clarify aspects of Section PS 3450's application and add new guidance to its transitional provisions.

The amendments introduce changes to the accounting treatment for bond repurchase transactions. Specifically, the amendments no longer require bond repurchase transactions to be treated as extinguishments, unless they are discharged or legally released from the obligation or the transactions meet certain criteria to be considered an exchange of debt.

The amendments also provide clarification on the application of certain areas of Section PS 3450, these include:

- Section PS 3450 does not apply unless a contractual right or a contractual obligation underlies a receivable or payable
- how a transfer of collateral pursuant to a credit risk management mechanism in a derivative contract is accounted for, and
- derecognition of a financial asset does not occur if the transferor retains substantially all the risks and benefits of ownership

Finally, the amendments have added new guidance to the transitional provisions as follows:

- controlling governments should use the carrying values of the financial assets and liabilities in the records of its government organizations when consolidating a government organization
- any unamortized discounts, premiums, or transaction costs associated with a financial asset or financial liability in the cost/amortized cost category should be included in the item's opening carrying value, and

- in cases where derivatives were not recognized or were not measured at fair value prior to adopting PS 3450, any difference between the previous carrying value and fair value should be recognized in the opening balance of accumulated remeasurement gains and losses

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

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

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

The deadline to respond to the Consultation paper ended June 30, 2021 and the PSAB is deliberating the feedback received.

International strategy

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

Concepts underlying financial performance

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

- *The Conceptual Framework for Financial Reporting in the Public Sector* - PSAB has proposed to issue a revised Conceptual Framework that would include 10 chapters:
 - Chapter 1: Introduction to the Conceptual Framework
 - Chapter 2: Characteristics of public sector entities
 - Chapter 3: Financial reporting objective

- Chapter 4: Role of financial statements
- Chapter 5: Financial statement foundations
- Chapter 6: Financial statement objectives
- Chapter 7: Financial statement information
- Chapter 8: Elements of financial statements
- Chapter 9: Recognition and measurement in financial statements
- Chapter 10: Presentation concepts for financial statements

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

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

The deadline for responses to the exposure drafts was June 30, 2021 and the PSAB is deliberating the feedback received.

Appendix D – Auditing developments

Canadian Auditing Standards (CASs) and other Canadian Standards issued by the AASB	Effective date
<p>Revisions to CAS 315 <i>Identifying and Assessing Risks of Material Misstatement</i></p> <p>In July 2018, the IAASB issued an Exposure Draft proposing changes to ISA 315 that could drive more consistent and effective identification and assessment of the risks of material misstatement by auditors. The AASB published an Exposure Draft of the equivalent Canadian standard, which included the same proposed revisions as the ISA with no Canada-specific amendments. The revised CAS 315 has been issued and key amendments to the standard include the following:</p> <ul style="list-style-type: none"> • Focusing on the applicable financial reporting framework in identifying and assessing risks of material misstatement • Updating the understanding of the system of internal control, including clarifying the work effort for understanding each of the components of internal control and "controls relevant to the audit", as well as the relationship between this understanding and the assessment of control risk • Updating aspects relating to IT, in particular to the IT environment, the applications relevant to the audit and general IT controls relevant to the audit • Introducing the new concepts of inherent risk factors, relevant assertions, significant classes of transactions, account balances and disclosures, and the spectrum of inherent risk • Separating the inherent risk and control risk assessments for assertion level risks, enhancing the requirements relating to financial statement level risks, and updating the definition of "significant risks" 	<p>Periods beginning on or after December 5, 2021.</p>
Canadian Exposure Drafts issued by the AASB	Effective date
<p>Proposed changes to CAS 600 <i>Special Considerations – Audits of Group Financial Statements (Including the Work of Component Auditors)</i></p> <p>Many audits today are of group financial statements, also known as group audits, and these types of engagements can be very challenging. In April 2020, the IAASB issued an Exposure Draft proposing changes to ISA 600 and related ISAs with the goals of strengthening the auditor's approach to planning and performing group audits and clarifying the interaction of ISA 600 with other ISAs. The AASB has published an Exposure Draft of the equivalent Canadian standard, which includes the same proposed revisions as the ISA with no Canada-specific amendments. The Exposure Draft proposes changes that:</p> <p>Clarify the scope and applicability of the standard</p> <p>Emphasise the importance of exercising professional skepticism throughout the group audit</p> <p>Clarify and reinforce that all CASs need to be applied in a group audit situation</p> <p>Focus the group engagement team's attention on identifying and assessing the risks of material misstatement of the group financial statements and emphasise the importance of designing procedures to respond to those risks</p> <p>Reinforce the need for robust communication between the group engagement team and component auditors</p> <p>Include new guidance and considerations relating to testing common controls, addressing access restrictions, establishing materiality and documenting group audits</p>	<p>The comment period for the Exposure Draft has ended. An effective date for the revised standard has not yet been established.</p>



Subject: Omer Area Private Property Inflow Inspections, Education and Remediation Services

To: Council

From: Public Works Department

Report Number: 2022-23

Meeting Date: February 8, 2022

Recommendation:

That Public Works Department Report 2022-23 be received;

That Council approve awarding RFP 2021-39 Omer Area Private Property Inflow Inspections, Education and Remediation Services to GM BluePlan;

That the additional program costs be funded from the wastewater reserve; and

That a by-law to enter into an agreement with GM BluePlan be brought forward.

Purpose:

The purpose of this report is to seek Council approval to award RFP 2021-39 Omer Area Private Property Inflow Inspections, Education and Remediation Services to GM BluePlan and to seek approval to use funds from the wastewater reserves to cover additional program costs.

Background:

In early 2021, with Council approval, staff applied for the Niagara Region Wet Weather Management, CSO Control Program funding. One of the programs that was approved was the Investigation and Remediation of Outstanding Inflow & Infiltration (I&I) Contributors in the Omer Area (Figure ES-1). This program targeted the investigation of approximately 214 properties in the Omer Area, and the disconnection of any discovered illegal connections. These properties were not inspected for illegal sanitary sewer connections during the previous 2010 program – some were simply not entered, while other properties have been constructed since 2010. The Omer Area has high suspected

levels of I&I, and there have been several instances of basement flooding, particularly in the Bartok Area.

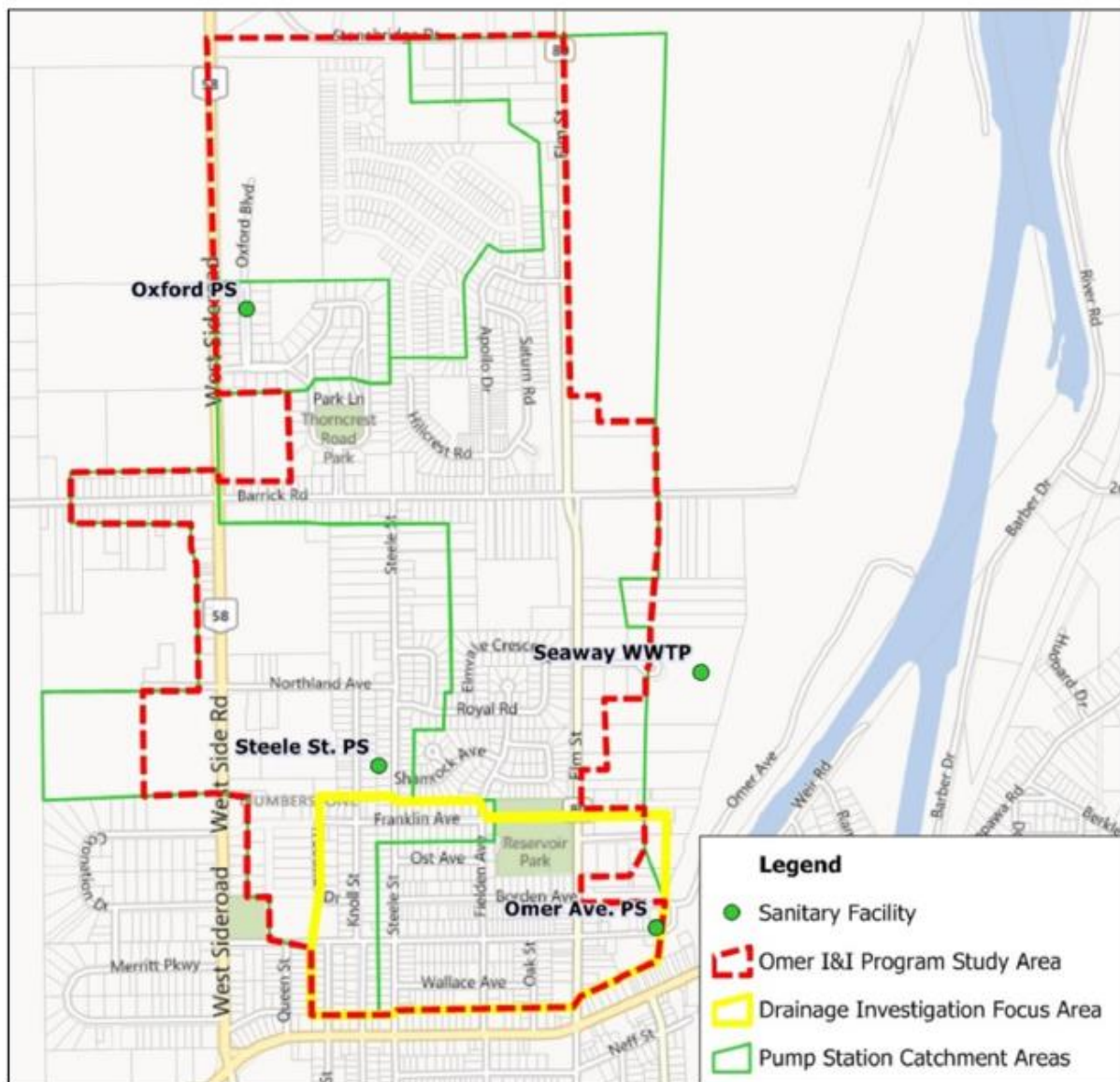


Figure ES-1
Study Area

Two funding streams were applied for, the study stream (50% Regional funding) and the private side disconnection stream (60% Regional funding). Staff estimated \$100,000 would be required to complete the door-to-door investigation study and another \$100,000 to disconnect properties from the sanitary sewer.

The City was approved for a total of \$110,000 in Regional funding (\$50,000 study, \$60,000 private side disconnects) and issued RFP 2021-39 – Private Property Inflow Inspections, Education and Remediation Services, with a closing date of December 17, 2021.

Discussion:

On the RFP closing date, only one submission was received. The bid received from GM BluePlan was as follows:

- Door-to-door investigation study: \$135,000
- Administration of private side disconnection program: \$67,000

Total bid price: \$202,000

Note: The door-to-door investigation study includes the provisional cost for optional smoke and dye tests that can be used to assist in pinpointing illegal connections.

- It is estimated that retrofitting of the homes to physically disconnect the I&I contributors from the City system would be approximately \$96,000

The total price for the program is \$298,000 to investigate and remediate the outstanding I&I contributors in the Omer area.

Therefore, an additional \$98,000 is required to complete this program. These funds can be provided from the wastewater reserve.

Staff could re-issue the RFP in an attempt to solicit additional bids; however, staff are confident that no additional bids would be received. As there are funds available to complete the program with the pricing submitted by GM BluePlan, staff recommend proceeding with awarding the contract to GM BluePlan.

Financial Implications:

The additional \$98,000 program costs can be funded from wastewater reserves. However, these costs are ineligible for the Regional funding.

Strategic Plan Alignment:

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

- City-Wide Investments in Infrastructure and Recreational/Cultural Spaces
 - Governance: Communications, Engagement, and Decision-Making
-

Conclusion:

Staff recommend awarding the contract to GM BluePlan and using wastewater reserves to fund the additional \$98,000 required to complete the program.

Respectfully submitted,

Darlene Suddard
Manager of Water/Wastewater
905-835-2900 x256
Darlene.Suddard@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: Clarke Area Inflow and Infiltration Investigation and Reduction Program

To: Council

From: Public Works Department

Report Number: 2022-29

Meeting Date: February 8, 2022

Recommendation:

That Public Works Department Report 2022-29 be received;

That Council approve the estimated increased price of \$640,000 for the Clarke Area Inflow and Infiltration Investigation and Reduction Program; and

That the additional program costs be funded from the Wastewater Reserve.

Purpose:

This report is being written to inform Council of an increase in estimated costs for the Clarke Area Inflow and Infiltration Investigation and Reduction program and seek approval to fund the additional costs from the wastewater reserve.

Background:

At the September 27, 2021, budget meeting, Council approved the 2022 wastewater capital budget, which included \$250,000 for the City's portion for the Clarke Area Inflow and Infiltration Investigation and Reduction program. This program targets an area that was significantly impacted during the July 17, 2021, rainfall event, where more than 18 homes in the Clarke Area experienced sewer back ups. The program would only be completed if the City's application for Wet Weather Management, CSO Control Program funding from Niagara Region was successful.

Discussion:

In reviewing the scope of work in greater detail, and reviewing pricing received for recent similar programs, staff have determined that the original total budget of \$500,000 will not be sufficient to complete the entire program. Instead, a total budget of \$640,000 will be required; \$340,000 for the study portion and \$300,000 for illegal private side disconnections.

The Region offers 50% funding for studies, and 60% funding for private side disconnects; therefore, if approved, the Region would contribute \$350,000 towards the program, and the City's portion would be \$290,000.

The additional \$40,000 can be provided for from the Wastewater Reserve.

Staff recommend proceeding with the additional funds, should the Region approve the City's application.

Financial Implications:

The additional \$40,000 can be funded from the wastewater reserve.

Strategic Plan Alignment:

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

- City-Wide Investments in Infrastructure and Recreational/Cultural Spaces
 - Governance: Communications, Engagement, and Decision-Making
-

Conclusion:

Approval of the extra funds required to complete the Clarke Area Inflow and Infiltration Identification and Reduction program will result in decreased flows in the Clarke Area. This will help reduce the potential for sewer back ups in this area.

Respectfully submitted,

Darlene Suddard
Manager of Water/Wastewater
905-835-2900 x256
Darlene.Suddard@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: Recommendation Report for a Proposed Communication Tower at 650 Lorraine Road, File D27-11

To: Council

From: Planning and Development Department

Report Number: 2022-24

Meeting Date: February 8, 2022

Recommendation:

That Planning and Development Department Report 2022-24 be received;

That Council resolves that it has no adverse comments to the proposed communication tower at 650 Lorraine Road; and

That Innovation, Science and Economic Development Canada and Canacre Ltd. be notified of Council's decision.

Purpose:

Under the direction of the Director of Planning and Development, the purpose of this report is to provide Council with a recommendation regarding a proposed communications tower at 650 Lorraine Road.

Background:

Xplornet Communications Inc. is proposing to construct a new 45-metre self-support telecommunication tower on the property at 650 Lorraine Road. The proposed tower will be a lattice-style tower which will support equipment upgrades and provide expanded wireless internet capabilities for residents in the vicinity (Appendix A).

A formal application from Xplornet Communications Inc. through its agent, Canacre Ltd., was received on November 18, 2021.

Notices for the Public Consultation Period were circulated by staff by December 16, 2021 via the Niagara This Week newspaper and regular mail to property owners within 120m of the subject property (Appendix B).

The consultation period was held for a period of 30 days, ending on January 15, 2022. No comments or questions were received by any members of the public by either Canacre Ltd. or Planning staff.

Discussion:

In October 2008, Council adopted a “Consultation Process for Wireless Telecommunication Facilities” (Appendix C). The Policy includes requirements for consultation with the City for comments; however, no formal approval is required from the City.

Although Innovation, Science and Economic Development Canada (ISED) is the approval authority for telecommunication towers, the City’s Policy requires that the municipality is to be consulted by proponents with the aim of:

- Discussing site options;
- Ensuring the local processes related to antenna systems are respected;
- Addressing reasonable and relevant concerns from both the land use authority and the community they represent; and
- Obtaining land use authority concurrence in writing.

A Public Information Session was held from 5-7 p.m. on January 10, 2022. The proponent and staff were both available for questions and comments at this time. No members of the public attended the information session.

Internal Consultations:

No comments were received from any internal departments.

Financial Implications:

There are no financial implications.

Public Engagement:

As mentioned above, Notices were circulated via the newspaper and regular mail. No comments were received from any member of the public.

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
 - People: Supporting and Investing in Human Capital
 - Governance: Communications, Engagement, and Decision-Making
-

Conclusion:

Based on the information provided within this report, Planning staff are satisfied that the City's Policy (Consultation Process for Wireless Telecommunication Facilities) and its objectives have been followed. Therefore, staff recommend that no adverse comments be provided to ISED Canada.

Appendices:

- a. Description of Proposal, Site Plan and Renderings
- b. Notices of Public Consultation Period
- c. Port Colborne Telecommunication Policy

Respectfully submitted,

David Schulz, BURPI
Senior Planner
(905) 835-2900 x202
david.schulz@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.



Project Description Package

Proposed 45m Telecommunications Installation at 650 Lorraine Rd, Port Colborne

**PT LT 21 CON 1 HUMBERSTONE; PT LT 22 CON 1 HUMBERSTONE AS IN AA27555
PORT COLBORNE**

Latitude: 42.878196° Longitude: -79.214892°

Xplornet Site Reference: ON7374 – Port Colborne East

1. Introduction

Xplornet Communications Inc. (“Xplornet”) is committed to bringing robust high-speed internet and home phone coverage and capacity to the City of Port Colborne. The quality and availability of service in the Lorraine community and nearby areas does not currently meet Xplornet standards nor the needs of this community and Xplornet customers in the surrounding area.

With the growing demand for broadband services, more communities are now able to be serviced than ever before. This proposal entails bringing affordable, robust high-speed internet and home phone services to the Lorraine area, and the surrounding community.

The Project Description Report provides detailed information on this telecommunications tower, which is proposed to provide and improve internet service options to the area as well as information regarding site design and selection, consultation, health and safety, and concurrence requirements.

2. Proposed Location

Xplornet is proposing to locate a new self-support tower north of the intersection of Lorraine Rd and Lakeshore Rd E, on land owned by a private property owner. The site is located on lands designated as Agricultural in the City of Port Colborne’s Official Plan and Agricultural in the City of Port Colborne’s Zoning By-Law.

The site is located on vegetated land in the southeast corner of the lot. The property is currently used for agriculture. Access to the tower will be entirely via a private driveway off of Lorraine Rd. This location was selected for the tower as the site will be able to provide optimal service to the community, while minimizing visual impacts to the surrounding areas and minimizing impact to agricultural land.

3. Co-Location and Alternative Options

In selecting the proposed location, an analysis was first completed to assess existing nearby infrastructure for co-location options. As required by Innovation, Science and Economic Development Canada (“ISED”), before a new telecommunications tower is proposed, the carrier must first evaluate any existing infrastructure (rooftops, existing telecommunication towers, etc.) for their ability to meet network objectives. In this search area, it was determined that there are no existing structures that meet network objectives for Xplornet’s current proposal.

Other nearby properties were also considered while siting the proposed tower but were considered not appropriate or viable for hosting Xplornet infrastructure. The sites were assessed by Xplornet’s radiofrequency and field personnel team and rejected in favour of the current proposed location for a number of reasons. The proposed location and alternative sites considered are shown in Appendix 2: Proposed and Alternative Candidate Locations.

The reasons for rejecting the alternate sites in favour of the current proposed location are as follows:

CAN1 (Proposed): The radiofrequency search area did not initially include the proposed site. However, the radiofrequency requirements were adjusted due to the exceptional aesthetic impact of the alternate sites on the nearby residential areas. The proposed site is located next to an existing treeline to provide additional shrouding. The location near the right of way minimizes agricultural land taken out of production and results in less ground disturbance for construction of the tower, access route, and utility connection.

CAN2 (Rejected): This site met initial radiofrequency requirements but was rejected for the heightened aesthetic impact on the nearby residential area. The site is currently owned by a government agency and the compound would potentially impact current and future site uses.

CAN3 (Rejected): This site was rejected as it would have an exceptional aesthetic impact on the nearby residential area.

CAN4 (Rejected): This site met radiofrequency requirements and would have a reduced aesthetic impact. However, the property contains an existing telecommunications tower which limits the area on site that could support another tower.

CAN5 (Rejected): This site met radio frequency requirements and would have a reduced aesthetic impact along with an existing treeline for shrouding. However, the landowner was not interested in hosting a telecommunications tower.

4. Proposed Design

In order to expand broadband services to the Lorraine area, Xplornet is proposing to install a 45-metre self-support tower and equipment shelter, located on the southeast corner of the property to support new telecommunications equipment that will provide robust high speed home internet and home phone services to the area.

Xplornet has created a concept site plan (see Appendix 1: Concept Site Plan) as well as visual simulations of the proposed tower demonstrating the general expected appearance of the tower at this location (see Appendix 3: Visual Simulations). The proposed site design and layout may vary slightly based on final engineering specs, equipment type, feedback from the public consultation process, and final installation requirements, among other factors.

This design and location were also selected by Xplornet in an effort to minimize visual potential negative aesthetic impacts to residences, the community and surrounding areas, while still achieving required network objectives for this community. The tower height, location on the property, and proximity to the nearest residential dwellings makes the site an ideal candidate from a radio frequency requirement and aesthetic impact perspective.

5. Public Consultation Process

Telecommunication towers are regulated federally by ISED, however are still required to consult with the local land use authority and public. It was determined during pre-consultation that the City of Port Colborne has their own telecommunication policy, *Consultation Process for Wireless Telecommunication Facilities*. A Public Consultation Meeting will be held by the municipality to solicit comments from the public, a notification package will be sent to all property owners within 120 m of the subject property, and a newspaper notice will be posted in the local paper to invite public comment for the duration of a 30-day consultation period.

During the 30-day comment period, Xplornet will acknowledge receipt of all comments or questions within 14 days and respond to all reasonable and relevant concerns within 60 days, as required by ISED regulations. Members of the public who contact Xplornet about the proposal will have a further 21 days to reply to the initial Xplornet response to reasonable and relevant comments. Once all 21-day timelines are complete, and all responses to the consultation have been addressed in accordance with the applicable protocol the consultation will conclude and Xplornet will prepare a consultation summary and request for concurrence for the City of Port Colborne.

6. Federal Regulators

Telecommunications towers are regulated under Health Canada's Safety Code 6 and Xplornet attests the tower will be in compliance with these regulations. Xplornet will adhere to the below federal health and safety standards:

Safety Code 6

Health Canada developed Safety Code 6, the guidelines for safe exposure limits to radio frequencies at home or at work. Telecommunication towers and related equipment are federally regulated by ISED, and are required to comply with Safety Code 6. Canada's limits are consistent with the science-based standards used in other parts of the world and provide protection against all known adverse health effects from RF energy. Every operator of wireless telecommunication networks is obligated to comply at all times with Safety Code 6.

More information regarding wireless health and safety matters can be found through the following agencies:

- Health Canada (<https://www.canada.ca/en/health-canada/services/health-risks-safety/radiation/occupational-exposure-regulations/safety-code-6-radiofrequency-exposure-guidelines.html>)
- Innovation, Science and Economic Development Canada (<https://www.ic.gc.ca/eic/site/icgc.nsf/eng/home>)

Environmental

Xplornet is required to adhere to the Canadian Environmental Assessment Act regulations

applicable to telecommunication facilities of this nature. There are no applicable environmental restrictions affecting the proposed site. The proposed site is not within Environmental Protection Areas as per Schedule B1 in the Township's Official Plan or within Environment Conservation Areas as per Schedule B2. As is typical for telecommunication tower sites, the footprint for the site compound is minimal, and no trees will require removal.

Aeronautical Regulation

Transport Canada and NAV Canada are the federal entities that regulate airspace for telecommunication towers. Transport Canada dictates tower lighting and marking, while NAV Canada regulates the impact of the physical tower structure on the air navigation system and installations. Transport Canada has confirmed that this site will not require lighting.

7. Concurrence Requirements

While telecommunications towers are exclusively regulated by ISED, Xplornet is required to consult with the Land Use Authority as a commenting body in the siting of telecommunication towers and to follow local consultation requirements, where applicable. To that end, Xplornet will be requesting concurrence from the City of Port Colborne in the form of a resolution or similar documentation that the City of Port Colborne is satisfied with the appropriateness and conclusion of Xplornet's consultation process. Following concurrence, Xplornet will take the next step toward bringing these crucial high speed internet services to your community in 2021/2022.

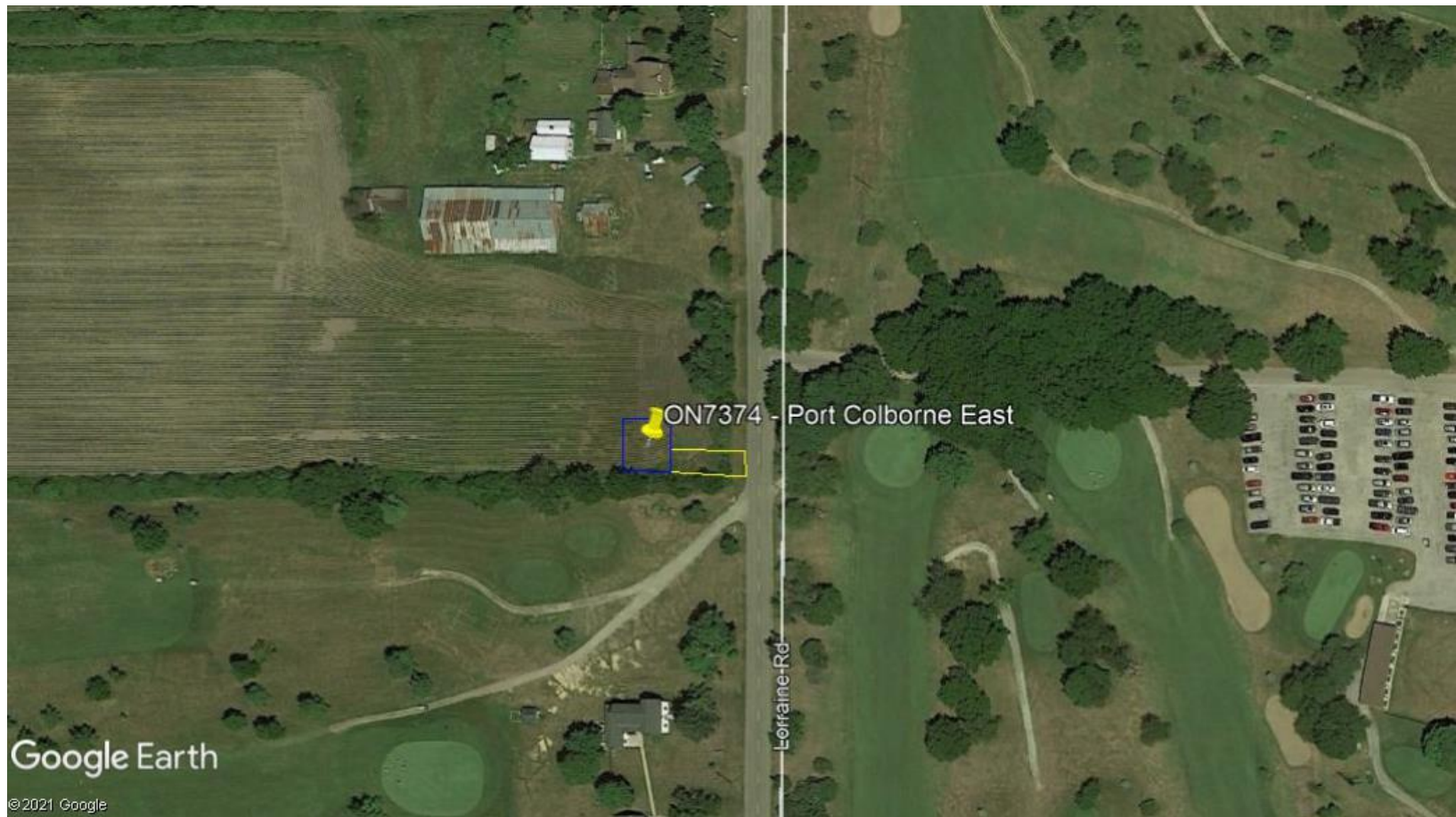
8. Conclusion

Xplornet is working to improve high speed internet access and capacity to the residents and businesses in the Lorraine area. After investigating the area, reviewing local regulations and taking into account technical requirements, Xplornet finds the proposed infrastructure appropriate as it has found the following:

1. The proposed tower will bring much needed internet service to the community;
2. The proposed location is located appropriately for surrounding land use practices;
3. The proposed location is located outside of environmentally sensitive areas and will minimize taking active agricultural lands out of production;
4. The proposed tower is 70 metres away from the closest residential dwelling;
5. The proposed tower meets Xplornet network requirements while minimizing potential negative visual impacts on nearby residents and the surrounding area.

We look forward to working with the City of Port Colborne to bring improved high-speed internet and home phone services to this community.

Appendix 1 – Concept Site Plan



Proposed compound shown in blue | Proposed driveway shown in yellow

Appendix 2 – Proposed and Alternative Site Locations



Appendix 3 – Visual Simulations







Notice of Public Consultation Period

Proposed Communication Tower 650 Lorraine Road

Proposal

Canacre Ltd., on behalf of Xplornet Communications Inc, is proposing to construct a communication tower to support new wireless internet services to the area for Xplornet. The lite-duty lattice tower will have a height of 45m (147 feet).

Have Your Say

Input on the proposed communication tower is welcome and encouraged. You can provide input by making a written submission directly to Canacre Ltd. Additionally, a Public Information Session will be held on **January 10, 2022**. Details of which are provided below.

Virtual Public Information Session

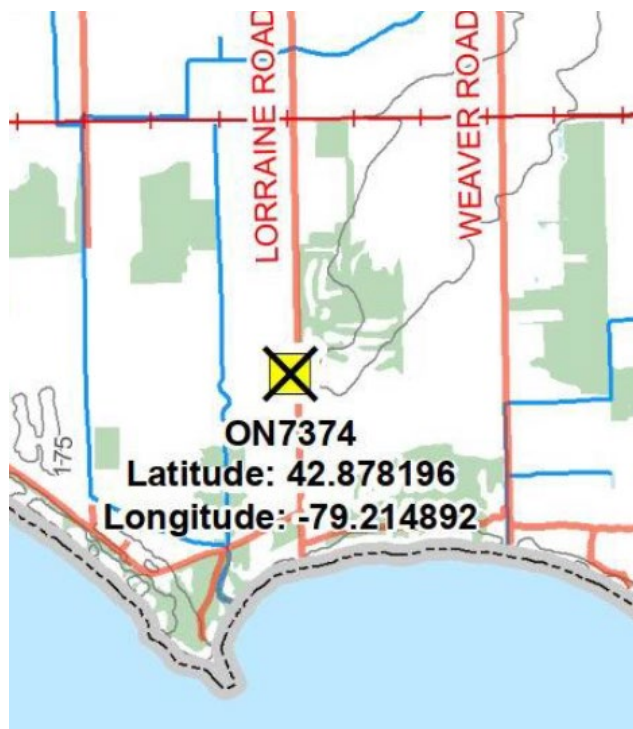
When: Wednesday, January 10, 2022

5:00 pm to 7:00 pm

Where: Virtually via Zoom

Link: <https://us06web.zoom.us/j/89819251330>

Meeting ID: 898 1925 1330



Approval Authority

Please be advised that the City of Port Colborne is not the approval authority for telecommunication towers. These towers are under the jurisdiction of the Government of Canada through Innovation, Science and Economic Development Canada (ISED).

Written Submission

Any person may provide comments about this proposal by mail, email or fax to Canacre Ltd. by **Saturday, January 15, 2022**.

Canacre Ltd. on behalf of Xplornet Communications Inc.

Evan Turunen

Suite 300 - 489 Queen St. E.

Toronto, ON, M5A 1TV1

consultation@canacre.com

MORE INFORMATION

Material related to the proposed tower and site is available for review between 8:30 am and 4:30 pm, Monday to Friday by contacting City Hall, Planning Division, at 66 Charlotte Street, Port Colborne, Ontario. You can also contact David Schulz, Senior Planner, at 905-835-2901 ext. 202 or by email at David.Schulz@portcolborne.ca.

Mailed on December 10, 2021

December 10, 2021

Sent via regular mail

RE: Proposed 45 metre Self-Support Tower at 650 Lorraine Rd, City of Port Colborne

Dear Neighbour,

This notice is to inform you that a property with a new telecommunications proposal is within 120 metres of a property you own. This proposed tower will bring improved home internet services to the community as part of our mission to make affordable, robust broadband available to every Canadian home and business.

In order to improve service in your neighbourhood, Xplornet is proposing to install a 45 metre telecommunications tower at 650 Lorraine Road, City of Port Colborne. Latitude: 42.878196°, Longitude: -79.214892°.

The level of service in this area does not currently meet Xplornet standards and the needs of people in the neighbourhood. Xplornet first looked at the possibility of sharing an existing telecommunications tower in order to minimize the number of new antennas in the area. Unfortunately, none of the existing structures were determined suitable for site-sharing. This site was carefully identified because it met various factors including land use restrictions, access, and line of sight requirements.

Xplornet is committed to working closely with our communities. This means providing information in a transparent and straightforward fashion and addressing any questions or comments you may have. **To this end, we invite you to join a Virtual Public Information Meeting from 5:00pm to 7:00pm on January 10, 2021.** Our experts will be on hand to answer your questions and address any feedback.

Please use the following link to attend and participate in the Virtual Public Information Meeting: <https://us06web.zoom.us/j/89819251330> or Meeting ID: 898 1925 1330

If you have specific questions about the proposed plans to upgrade the wireless network in your community and you are not able to attend this neighbourhood meeting, you can email your Xplornet representative, at consultation@canacre.com by **January 15, 2021.**

Your Xplornet Contact

Evan Turunen
Suite 300 - 489 Queen St. E.
Toronto, ON, M5A 1TV1
consultation@canacre.com

Your Local Government Contact

David Schulz
66 Charlotte St,
Port Colborne ON, L3K 3C8
David.Schulz@portcolborne.ca

Your Federal Government Contact

Industry, Science, and Economic
Development Canada (ISED)
4475 North Service Road, Suite 100
Burlington, ON L7L 4X7
Fax: 905-639-6551
ic.spectrumswodo-spectrebdsoo.ic@canada.ca

What is a telecommunications tower?

A telecommunications tower supports the radiofrequency systems that allow us to enjoy internet services on our devices, such as our smart phones, tablets, computers, laptops and TVs.

The purpose of this tower is to provide wireless broadband internet services to surrounding businesses and residents as part of our mission to make affordable, robust broadband available to every Canadian home and business.

What will this tower look like?

Xplornet is proposing a 45m self-support telecommunications tower that will support associated radio equipment. With the public's safety in mind, the antenna tower will not be accessible to the general public.

Xplornet will incorporate appropriate elements to the proposed antenna tower, in accordance with Transport Canada and NAV Canada aeronautical obstruction marking requirements.



Before



After

Will it be environmentally friendly?

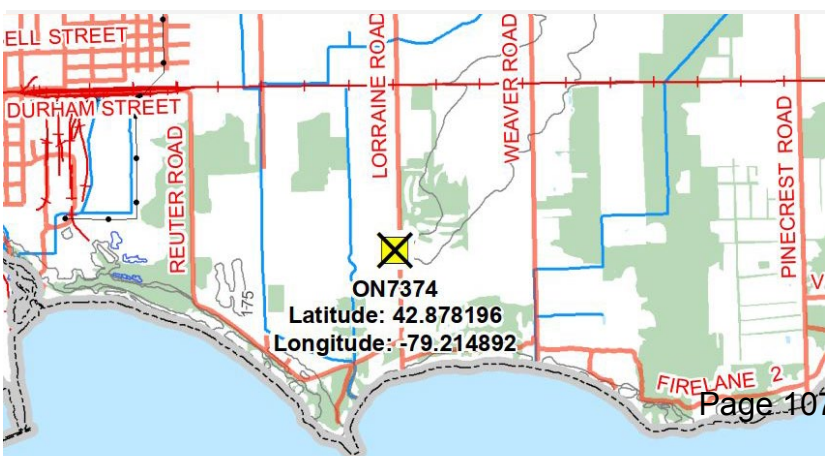
The proposed antenna will be built in accordance with professional engineering standards and practices. Each proposed tower is required to meet the conditions of and comply with the Canadian Environment Assessment Act (2012).

Will it be safe?

Xplornet is committed to the health and safety of Canadian communities. That is why we take great pride in our compliance with all current health and safety guidelines including Health Canada's Safety Code 6.

Health Canada developed Safety Code 6, the guidelines for safe exposure limits to radio frequencies at home or at work. Telecommunication towers and related equipment are federally regulated by ISSED, and are required to comply with Safety Code 6. Canada's limits are consistent with the science-based standards used in other parts of the world and provide protection against all known adverse health effects from RF energy. Every operator of wireless telecommunication networks is obligated to comply at all times with Safety Code 6. More information regarding wireless health and safety matters can be found through the following agencies:

- Health Canada (<https://www.canada.ca/en/health-canada/services/health-risks-safety/radiation/occupational-exposure-regulations/safety-code-6-radiofrequency-exposure-guidelines.html>)
- Innovation, Science and Economic Development Canada (<https://www.ic.gc.ca/eic/site/icgc.nsf/eng/home>)



Where will it be located?

The proposed tower site is located at 650 Lorraine Rd, City of Port Colborne.

Latitude: 42.878196°, Longitude: -79.214892°.

The site is located on the southeast corner of lot.

Public Notice
Proposed Xplornet Communication Inc.
Telecommunication Tower

Tower Location: 650 Lorraine Rd, City of Port Colborne

Coordinates:

Latitude: 42.878196°

Longitude: -79.214892°

Legal: PT LT 21 CON 1 HUMBERSTONE; PT LT 22
CON 1 HUMBERSTONE AS IN AA27555; PORT
COLBORNE

Any Person May comment by close of business day on
January 15, 2021 with respect to this matter.



Notice of Public Information Meeting: In addition to responding to feedback by mail, fax, and email, there will be an opportunity for public input during a Virtual Public Information Meeting at the time stated below.

Date/Time: January 10, 2021, from 5:00pm to 7:00pm

Location: The meeting will be held virtually via Zoom.

To obtain the meeting link/ID, please contact David Schulz, Senior Planner, at the City of Port Colborne at David.Schulz@portcolborne.ca or (905) 835-2900 ext. 202.

Xplornet is committed to providing Canadian communities high speed internet and home phone service. To improve service, Xplornet is proposing to construct a 45 metre self-support tower with related radio equipment including a shelter at the base of the tower. **This proposed tower will bring improved home internet and home phone services to the community as part of our mission to make affordable, robust high-speed internet services available to every Canadian home and business.**

As part of the public consultation process as required by Innovation, Science and Economic Development Canada ("ISED"), Xplornet's regulator under the Radiocommunications Act (1985), Xplornet is inviting the public to comment on the proposed tower location before **January 15, 2021**. This tower is fully compliant with ISED's guidelines, as found under the Client Procedures Circular (CPC-2-0-03).

Xplornet Contact:

Evan Turunen

Canacre Ltd.

Agent for Xplornet

Suite 300 - 489 Queen St. E.

Toronto, ON, M5A 1V1

Fax: (416) 352-0707

Email: consultation@canacre.com





Department of Planning & Development

Consultation Process for Wireless Telecommunication Facilities

Policy Statement:

The purpose of this policy is to provide guidance to the City of Port Colborne, Proponents and the general public in considering proposals to locate telecommunication facilities. While Industry Canada is the approval authority for telecommunication facilities, it is acknowledged that any concerns or suggestions expressed by municipalities are important elements to be considered by proponents regarding proposals to install or make changes to antenna systems. Accordingly, municipalities are to be consulted, unless the proposal meets Industry Canada's exclusion criteria, with the aim of:

- Discussing site options;
- Ensuring the local processes related to antenna systems are respected;
- Addressing reasonable and relevant concerns from both the land use authority and the community they represent; and
- Obtaining land use authority concurrence in writing.

Objectives of this Policy:

1. To balance demand for facilities with a desire to preserve the natural and cultural landscape and minimize impacts to the community.
2. To outline a general process to be followed by the City for reviewing and commenting on telecommunication facility proposals.
3. To provide an open and transparent public consultation process that meets the requirements of Industry Canada.
4. To provide for high caliber wireless telecommunications facilities in order to promote economic development and meet the business and safety needs of the public.

City Designated Official:

For the purpose of this policy, the Director of Planning and Development (Director) shall be the primary representative for the City for all discussion with the Proponent. In the case of absence, the Director may select a designate. All discussions and initial consultation shall be conducted through the Director or designate.

Site Selection Criteria:

The Proponent shall choose a site located to minimize the total number of sites required and is encouraged to use existing structures wherever possible. Where it is not possible to use an existing structure, the following criteria shall be considered:

- Maximizing distance from residential areas, public and institutional areas such as schools, community centres, day care facilities and senior's residences;
- Avoidance of natural features, significant vegetation and hazard lands (floodplains or steep slopes)

Public Consultation:

The City of Port Colborne shall hold a public consultation session to solicit public input on any proposed telecommunications facility. Notice for any such public consultation will be provided to property owners at least *30 days* prior to the public consultation by regular mail to all property owners within at least 120 metres of the property on which the telecommunication facility is to be established. In addition, the Proponent will also send a notice, with the same circulation radius as the City's notice, which will be consistent with the requirements of Appendix 2 of Industry Canada's document entitled *Radiocommunication and Broadcasting Antenna Systems*. The City, also reserves the right to require a larger circulation radius if, in the opinion of the Director, it is warranted.

Following the public consultation, Council of the City of Port Colborne will authorize Planning staff to provide the Proponent with the City's comments subject to any requirement or stipulations in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, including comments from the public. The City's comments will be provided to the Proponent no later than 30 days after Council's decision by regular mail, fax or electronic mail.

Exemptions to Municipal Review:

For the following types of installations, proponents are excluded from the requirement to consult with the City and the public:

- Maintenance of existing radio apparatus including the antenna system, transmission line, mast, tower or other antenna-supporting structure;
- Addition or modification of an antenna system (including improving the structural integrity of its integral mast to facilitate sharing), the transmission line, antenna-supporting structure or other radio apparatus to existing infrastructure, a building, water tower, etc. provided the addition or modification does not result in an overall height increase above the existing structure of 25% of the original structure's height;
- Maintenance of an antenna system's painting or lighting in order to comply with Transport Canada's requirements;
- Installation, for a limited duration (typically not more than 3 months), of an antenna system that is used for a special event, or one that is used to support local, provincial, territorial or national emergency operations during the emergency, and is removed within 3 months after the emergency or special

- event; and
- New antenna systems, including masts, towers or other antenna-supporting structure, with a height of less than 15 metres above ground level.

Individual circumstances vary with each antenna system installation and modification, and the exclusion criteria above should be applied in consideration of local circumstances. Consequently, it may be prudent for the Proponent to consult the City even though the proposal meets an exclusion noted above. Therefore, when applying the criteria for exclusion, Proponents should consider such things as:

- The antenna system's physical dimensions, including the antenna, mast and tower, compared to the local surroundings;
- The location of the proposed antenna system on the property and its proximity to neighbouring residents;
- The likelihood of an area being a community-sensitive location; and
- Transport Canada marking and lighting requirements for the proposed structure.

Proponents who are not certain if their proposed structure is excluded, or whether consultation may still be prudent, are advised to contact the City and/or Industry Canada for guidance.

Other Requirements:

In addition, the City also requires the following:

- Prior to the City circulating notice for a public consultation session to be conducted under this policy, the Proponent shall provide the Director with a full-size copy of a site plan detailing the location of the telecommunication facility with respect to the property boundaries.
- In no circumstances shall the City policy be less onerous than requirements of Industry Canada. Therefore, in addition to this policy, any and all other regulations of Industry Canada shall continue to apply.

Administration

Office of the Regional Clerk

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

Telephone: 905-685-4225 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

January 21, 2022

PWC 1-2022, January 11, 2022

PWC-C 1-2022, January 11, 2022

WMPSC-C 41-2021, December 13, 2021

LOCAL AREA MUNICIPALITIES

SENT ELECTRONICALLY

Every Other Week Garbage Collection Diversion Impact – Full Year Analysis

WMPSC-C 41-2021

At the Public Works Committee meeting held on January 11, 2022, Committee requested that the presentation respecting Every Other Week Garbage Collection Diversion Impact – Full Year Analysis, provided to the Waste Management Planning Steering Committee at its meeting held on December 13, 2021, be circulated to the local area municipalities.

A copy of Report WMPSC-C 41-2021 and the presentation is attached for your reference.

Yours truly,



Ann-Marie Norio

Regional Clerk

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CLK-C 2022-006

cc: B. Zvaniga, Interim Commissioner, Public Works
C. Habermebl, Director, Waste Management Services
N. Coffey, Executive Assistant, Public Works

MEMORANDUM

WMPSC-C 41-2021

Subject: Every-Other-Week Garbage Collection Diversion Impact – Full Year Analysis

Date: Monday, December 13, 2021

To: Waste Management Planning Steering Committee

From: Alison Powell, Business Support Analyst, Waste Management Services

Purpose

The purpose of this memorandum is to provide Waste Management Planning Steering Committee (WMPSC) with a one (1) year update on the waste diversion impact resulting from the change to every-other-week (EOW) garbage collection.

A six (6) month update was provided in PWC-C 19-2021.

Background

On October 17, 2019, Council approved implementation of EOW garbage collection. Changing the frequency of garbage collection encourages residents to divert waste through the use of the Blue/Grey Box and Green Bin, both of which are still collected weekly.

EOW garbage collection pertains to all residential properties, including Multi-Residential (MR) properties, and for those Industrial, Commercial & Institutional (IC&I) and Mixed-Use (MU) properties located outside Designated Business Areas (DBAs) that are using Niagara Region's curbside collection service.

On October 19, 2020, EOW garbage collection commenced with the start of the new waste collection contracts. Green for Life (GFL) Environmental Inc. services Collection Area One (1) and Miller Waste Systems Inc. (Miller) services Collection Area Two (2).

- Collection Area One (1) – the Town of Grimsby, the Town of Lincoln, the Town of Pelham, the City of Thorold, the Township of Wainfleet, and the Township of West Lincoln.
- Collection Area Two (2) – the Town of Fort Erie, the City of Niagara Falls, the Town of Niagara-on-the-Lake, the City of Port Colborne, the City of St. Catharines, and the City of Welland.

Curbside Tonnage Analysis

To determine the impact EOW garbage collection has had on the amount of waste collected from the curb, a one (1) year review of tonnage data from October 19, 2020 through October 15, 2021 was done, identified as 'After EOW' in this memorandum. This data has been compared with data from the same timeframe in 2019 and 2020 (October 21, 2019, through October 16, 2020), identified as 'Before EOW' in this memorandum.

It is important to note that the data presented in this memorandum pertains to all curbside collected waste from residential properties, MR properties (not including those with front-end garbage collection as an enhanced service), IC&I, and MU properties throughout Niagara region, including those IC&I and MU with weekly collection inside DBAs. However, the majority of the waste is generated by the residential sector through the EOW curbside collection service.

IC&I and MU properties inside the DBA receive enhanced service collection, paid for by local area municipalities, in which garbage is collected at minimum one (1) day per week, sometimes more depending on the DBA. In addition to increased frequency of garbage collection, certain DBAs also have increased garbage container (can/bag) limits allowed at the curb for collection. Waste collected inside DBAs is not collected separately from waste outside the DBA; therefore, this tonnage data is not tracked separately and is included in the tonnages reported in this memorandum.

After one (1) year of EOW garbage collection, the combined amount of curbside collected garbage, organics and recycling has decreased 1.2 per cent from almost 141,000 tonnes to 139,000 tonnes in total waste collected at the curb.

Additionally, since EOW garbage collection began, the amount of curbside collected organics and recycling has increased from 49 per cent to 58 per cent of all waste collected at the curb, resulting in significantly reduced demand on the landfill sites.

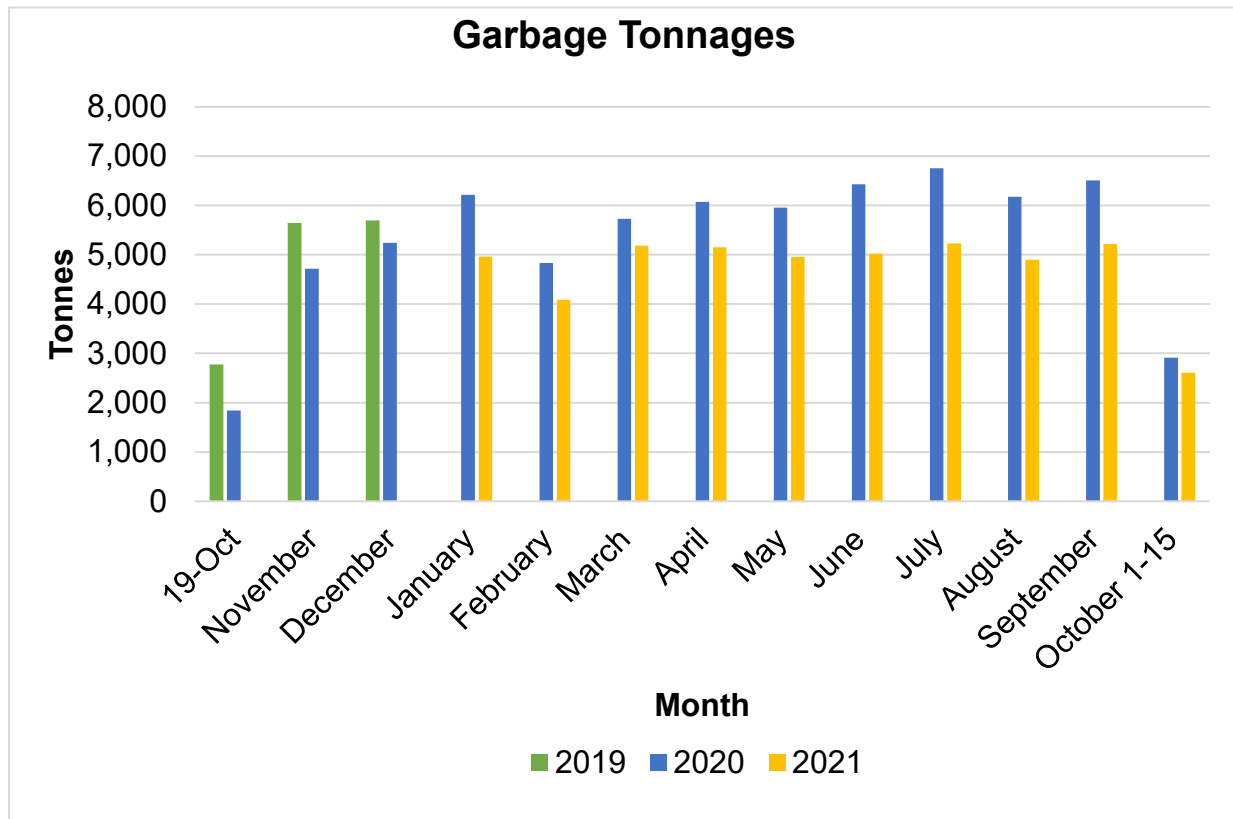
1. Curbside Garbage Tonnages

Curbside collected garbage tonnages have decreased since the start of EOW garbage collection. After one (1) year, the amount of curbside collected garbage has decreased by almost 18 per cent compared to the same time period in 2019 and 2020. Table 1 and Figure 1 provide a monthly breakdown of garbage tonnages.

Table 1: Curbside Garbage Tonnages

Month	Before EOW (Tonnes)	After EOW (Tonnes)	Difference
October 2020 (last two weeks)	2,779	1,844	-33.6%
November	5,647	4,717	-16.5%
December	5,696	5,244	-7.9%
January	6,215	4,961	-20.2%
February	4,835	4,090	-15.4%
March	5,726	5,182	-9.5%
April	6,074	5,151	-15.2%
May	5,958	4,954	-16.8%
June	6,432	5,019	-22.0%
July	6,751	5,232	-22.5%
August	6,176	4,900	-20.7%
September	6,509	5,214	-19.9%
October 2021 (first two weeks)	2,910	2,606	-10.5%
Total	71,708	59,114	-17.6%

Figure 1: Curbside Garbage Tonnages



This decrease can be attributed to residents diverting their waste through organics and recycling, as these diversion programs have seen considerable increases in tonnages collected at the curb in one (1) year.

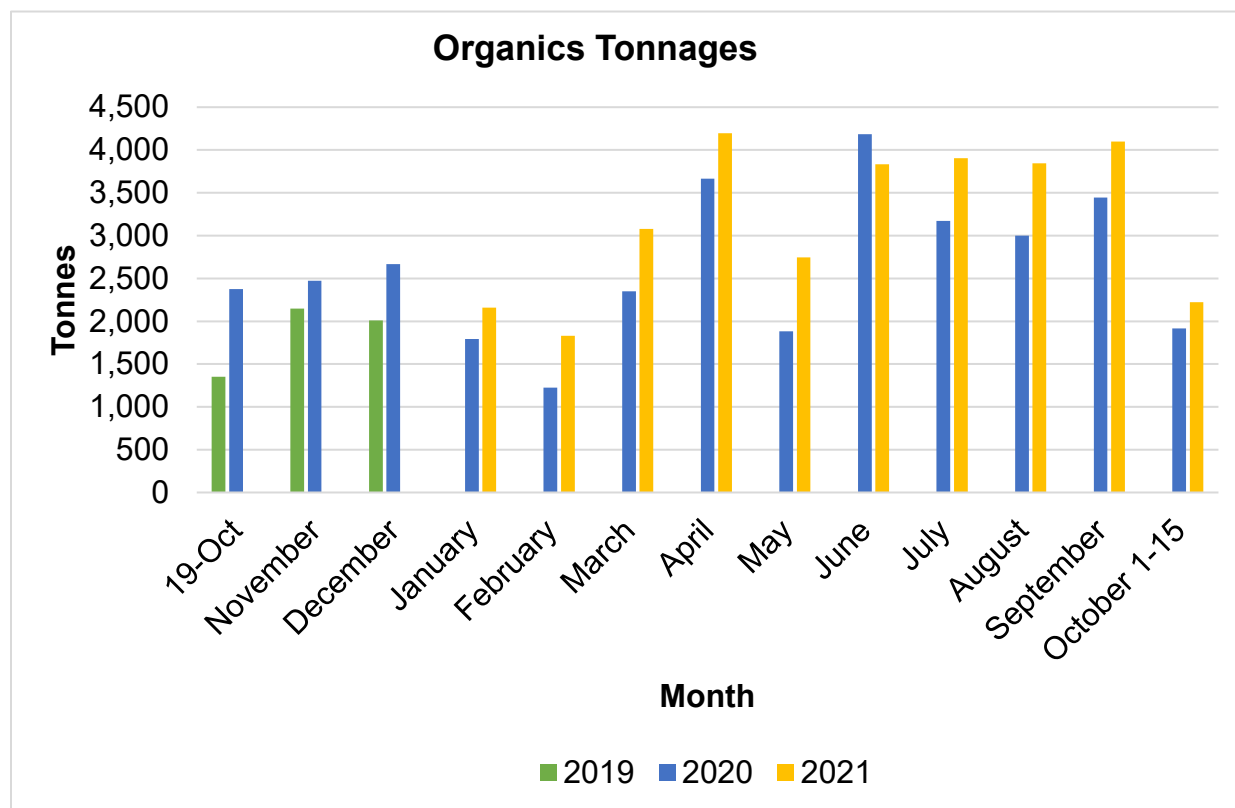
2. Curbside Organics Tonnages

Tonnages for curbside collected organics have increased 23 per cent since the start of EOW garbage collection compared to the same time period in 2019 and 2020. Table 2 and Figure 2 provide a monthly breakdown of organics tonnages.

Table 2: Curbside Organics Tonnages

Month	Before EOW (Tonnes)	After EOW (Tonnes)	Difference
October 2020 (last two weeks)	1,352	2,374	75.6%
November	2,146	2,474	15.3%
December	2,009	2,668	32.8%
January	1,794	2,157	20.2%
February	1,223	1,828	49.5%
March	2,350	3,079	31.0%
April	3,664	4,196	14.5%
May	1,882	2,746	45.9%
June	4,186	3,834	-8.4%
July	3,170	3,903	23.1%
August	3,000	3,846	28.2%
September	3,444	4,099	19.0%
October 2021 (first two weeks)	1,917	2,221	15.9%
Total	32,137	39,425	22.7%

Figure 2: Curbside Organics Tonnages



Organics collection includes food waste collected in the Green Bin and co-collected leaf and yard waste, with the exception of dedicated leaf and yard waste collection in the spring and fall in urban areas. The increase in organics can be attributed to increased participation in the Green Bin program, and co-collected leaf and yard waste.

In preparation for EOW garbage collection and the expected increase in Green Bin tonnages, staff began to deliver additional supply of Green Bins to distribution centres throughout the region, providing residents the opportunity to purchase additional containers. In 2020, staff delivered 12,077 Green Bins to distribution centres, a near 60 per cent increase over the 7,569 Green Bins delivered in 2019. In 2021, staff delivered 8,903 number Green Bins to distribution centres.

3. Curbside Recycling Tonnages

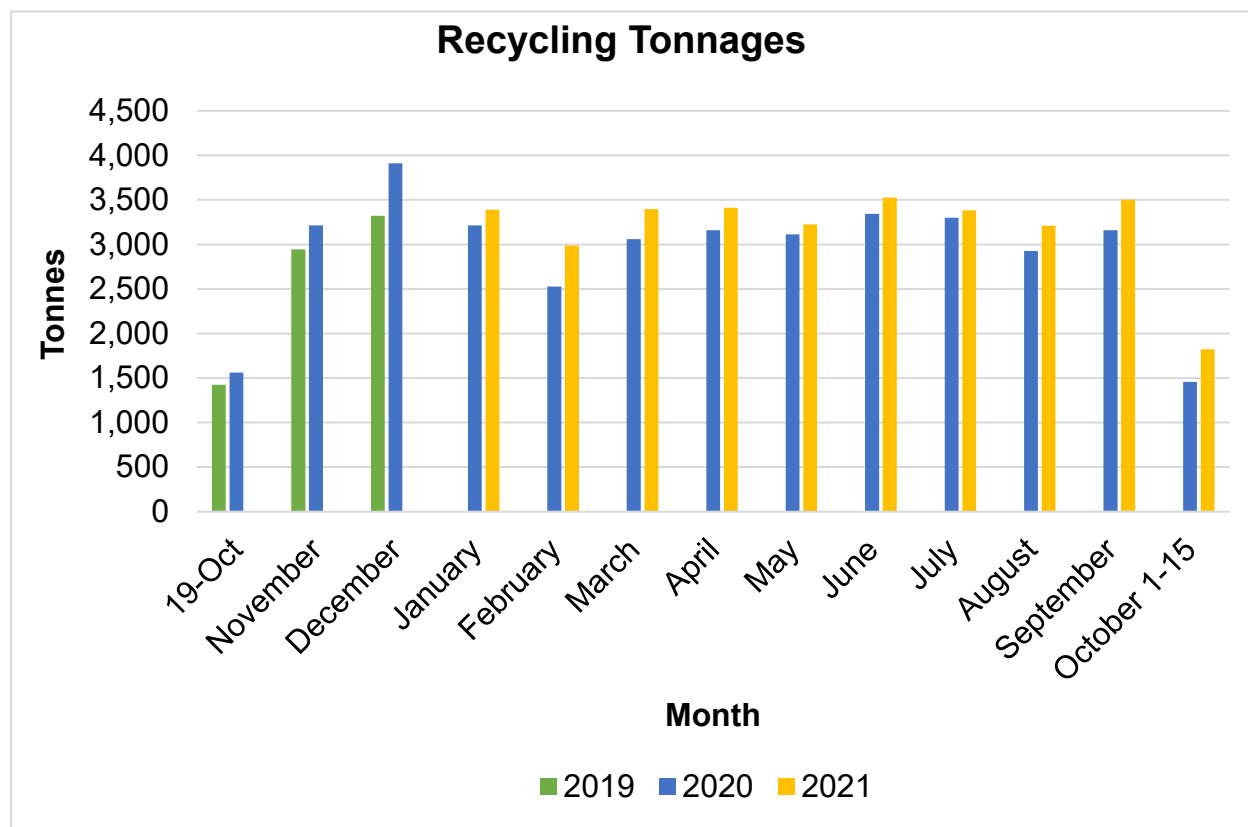
Curbside recycling tonnages have increased 9.7 per cent since the start of EOW garbage collection compared to the same time period in 2019 and 2020. Table 3 and Figure 3 provide a monthly comparison. The tonnages include all recycling collected in

Blue/Grey Boxes, Blue/Grey Carts, bundled cardboard and front-end cardboard collection from downtown St. Catharines.

Table 3: Curbside Recycling Tonnages

Month	Before EOW (Tonnes)	After EOW (Tonnes)	Difference
October (last two weeks)	1,424	1,563	9.8%
November	2,945	3,213	9.1%
December	3,321	3,912	17.8%
January	3,213	3,390	5.5%
February	2,527	2,987	18.2%
March	3,058	3,399	11.2%
April	3,162	3,412	7.9%
May	3,114	3,226	3.6%
June	3,342	3,526	5.5%
July	3,299	3,382	2.5%
August	2,927	3,210	9.7%
September	3,160	3,502	10.8%
October (first two weeks)	1,456	1,822	25.1%
Total	36,948	40,544	9.7%

Figure 3: Curbside Recycling Tonnages



Similar to the Green Bins, additional Blue and Grey Boxes were delivered to distribution facilities for resident purchase. In 2020, staff delivered 25,464 Blue/Grey Boxes to distribution centres, a 20.5 per cent increase over the 21,131 Blue/Grey Boxes delivered in 2019. As of October 21, 2021, staff delivered 21,146 Blue/Grey Boxes to distribution centres this year.

Further to the EOW analysis above, Niagara Region completed a waste composition study and environmental benefits analysis to further review the impact of EOW garbage collection.

Waste Composition Study

As part of the EOW garbage collection analysis, the Region completed a waste composition study. The 2020-2021 four (4)-season average curbside waste diversion rate is 60 per cent, an increase of 14.3 per cent from the 2015-2016 diversion rate of 45.7 per cent. This can be attributed to the implementation of EOW garbage collection, which resulted in residents decreasing their disposal of garbage, and increasing their

diversion of recycling and organics. The results of this waste composition study were presented at the October 18, 2021 WMPSC meeting, and can be found in the memorandum, WMPSC-C 34-2021.

Environmental Benefits Analysis

Niagara Region retained Sound Resource Management Group, Inc. (SRMG) to evaluate and quantify the environmental benefits over the first year following the Region's switch to EOW curbside garbage collection. SRMG was to: Evaluate the garbage collection decreases, organics collection increases and recycling collection increases during this first year of EOW curbside garbage collection;

- Estimate the environmental impacts of these changes in waste diversion and disposal; and
- Estimate the economic value of the changes in environmental impacts.

The report completed by SRMG can be found in Appendix 1. SRMG analyzed the curbside tonnages as well as the combined curbside and drop-off depot tonnages.

1. Curbside Collection Tonnages

SRMG analyzed the curbside collection tonnages both before and after EOW garbage collection; however, a marginally different time period was reviewed than in the analysis completed by the Region. SRMG analyzed data from October 26, 2020 through October 22, 2021. The first week of EOW garbage collection (week of October 19, 2020) was not included in the analysis as Collection Area One (1) had received garbage collection the previous week; therefore, the amount of garbage placed at the curb would likely have been lower than what is expected for the EOW garbage collection frequency.

An additional difference between the analysis completed by staff and that of SRMG is that SRMG included dedicated leaf and yard waste and brush in the organics total. The Region's analysis of organics did not include dedicated leaf and yard waste and brush as the focus was on Green Bin organics tonnages. Combining this data with dedicated leaf and yard waste could potentially over or understate the impact of EOW garbage collection on the organics program, depending on the amount collected.

Table 4 breaks down the curbside tonnages, which have been adjusted to account for processing residues.

Table 4: SRMG Analysis of Curbside Collected Tonnages

Waste Stream	Before EOW (Tonnes)	After EOW (Tonnes)	Difference
Garbage	80,939	70,238	-13.2%
Recycling	33,153	35,809	8.0%
Organics (including leaf and yard waste)	38,140	45,620	19.6%

Decreases in curbside collected garbage tonnages suggest diversion increases in the recycling and organics waste streams are a direct result of the change to EOW garbage collection.

2. Curbside Collection and Self-Haul Diversion

In addition to curbside collection, residents and businesses are able to self-haul their waste to depots. SRMG compared combined annual totals for both before and after EOW for curbside collection and self-haul deliveries. Table 5 provides a breakdown of tonnages, which have been adjusted to account for processing residues.

Table 5: SRMG Analysis of Curbside and Self-Haul Tonnages

Waste Stream	Before EOW (Tonnes)	After EOW (Tonnes)	Difference
Garbage	117,128	111,702	-4.6%
Recycling	34,549	37,349	8.1%
Organics (including leaf and yard waste)	51,005	59,948	17.5%

The combined curbside and self-haul data shows only a 4.6 per cent decrease for garbage diverted when compared to just curbside collection, which saw a reduction of 13.2 per cent in the analysis by SRMG.

It is possible that residents will have used the drop-off depot to supplement EOW garbage collection. However, the change to EOW from weekly curbside garbage collection was not the only major occurrence during 2020-2021 that could have altered solid waste disposal and diversion behaviors. Other potential drivers of change include, but are not limited to, the COVID-19 pandemic, in which travel restrictions or shutdowns

forced people to stay home, and in many cases work from home, and economic growth in spring 2021.

3. Environmental Impacts and Economic Value of EOW Garbage Collection

SRMG relied on its proprietary Measuring Environmental Benefits Calculator (MEBCalc) to evaluate nine (9) environmental impacts of switching from weekly to EOW curbside garbage collection. The environmental benefits of these disposal reductions and diversion increases are substantial, including the following annual tonnes of pollution decreases:

- 18,400 tonnes in climate changing carbon dioxide equivalent (CO_2e or eCO_2) emissions;
- 4.7 tonnes in fine particle emissions ($\text{ePM}_{2.5}$) that cause respiratory cancers and asthmas;
- 1,375 tonnes in non-carcinogenic and carcinogenic toxic chemical pollutants;
- 93 tonnes in nitrogen equivalent (eN) emissions that cause waterways eutrophication; and
- 350 tonnes in ozone equivalent (eO_3) emissions that cause ground level smog formation.

The tonnage totals for these pollution reductions are different quantitatively, so it can be difficult to prioritize trade-offs between public health and environmental impacts. One solution is to monetize these impacts into economic cost and benefit dollar values so that they can be compared and summed up into overall totals. It is estimated that the pollution reductions associated with disposal tonnage decreases and diversion tonnage increases amount to \$13.2 million CAD, or \$1,300 CAD per average metric tonne of additional curbside diversion.

Illegal Dumping

Based on comments received from municipal comparators who have implemented EOW garbage collection, Niagara Region expected this change in garbage collection frequency to influence illegal dumping for a short term; however, other municipalities experienced a leveling off back to normal levels in the long term. In 2020, there were 678 incidents of illegal dumping investigated by Niagara Region. This is a small increase over the 677 incidents that were investigated in 2019. EOW garbage collection did not appear to have a large impact on the number of reported incidents of illegal dumping in 2020.

In 2021, Waste Management staff have continued to respond to reports of illegal dumping, as well as proactively monitored hotspots and public space litter bins. The number of reported incidents can be highly influenced by the amount of proactive monitoring undertaken by Regional staff. This is especially true for illegal dumping that occurs in or around public space litter bins. As of October 15, 2021, 630 incidents of illegal dumping have been investigated in 2021. An update on illegal dumping in 2021 will be provided next year.

Next Steps

The goal for reducing the frequency of garbage collection to EOW was to encourage residents to divert waste through use of the Blue/Grey Box and Green Bin, both of which are still collected weekly. A one (1)-year review of this change has shown a decrease in garbage collected from the curb, and increases in the recycling and organics programs. Participation in diversion programs has increased based on the number of containers distributed and an improved curbside diversion rate, as determined by the Waste Composition Study. The benefits of EOW garbage collection were not only seen at the curb, but also in terms of environmental benefits, such as decreases in pollution.

Staff will continue to monitor the diversion impact of the change to EOW garbage collection.

Respectfully submitted and signed by

Alison Powell,
Waste Management Business Support Analyst

Appendices

Appendix 1 Environmental Benefits Analysis Report

Niagara Region EOW Garbage Collection Environmental Benefits Analysis

Prepared by Dr. Jeffrey Morris, Sound Resource Management Group, Inc.

I. Summary and Conclusions

Niagara Region's implementation of every-other-week (EOW) curbside garbage collection in October 2020 resulted in an increased amount of diverted waste collected at the curb. Pre-EOW, 46.8% of waste collected at the curb was diverted from landfill using the organics and recycling programs. After EOW, 53.7% of curbside collected waste was diverted from landfill, an increase of 6.9%.

At the same time EOW garbage collection reduced annual disposal amounts by 10,700 metric tons (MT). These results are based on comparing curbside garbage collection customer disposal and diversion tonnages for the year following Niagara Region's implementation of curbside garbage EOW collection frequency against the year prior to EOW implementation when curbside garbage was collected weekly.

The environmental benefits of these disposal reductions and diversion increases are substantial, including the following annual metric tons of pollution decreases:

- 18,400 MT climate changing carbon dioxide equivalent (CO₂e or eCO₂) emissions,
- 4.7 MT in fine particle emissions (ePM_{2.5}) that cause respiratory cancers and asthmas,
- 1,375 MT decrease in non-carcinogenic and carcinogenic toxic chemical pollutants,
- 93 MT in nitrogen equivalent (eN) emissions that cause waterways eutrophication, and,
- 350 MT in ozone equivalent (eO₃) emissions that cause ground level smog formation.

Because the tonnage totals for these pollution reductions are so different quantitatively, decision makers may have difficulty prioritizing trade-offs between public health and environmental impacts that differ so widely in magnitude. One solution is to monetize these impacts into economic cost and benefit dollar values so that they can be compared and also summed up into overall totals. Using this technique, we estimate that the pollution reductions associated with disposal tonnage decreases and diversion tonnage increases discussed in this report amount to \$13.2 million (in 2020 Canadian \$), or \$1,300 per average metric ton of additional curbside diversion.

Climate change accounts for the largest portion of this estimate at 40.3% of the total, or \$5.3 million. Perhaps surprisingly, given the small number of metric tons in decreased pollution of fine particulates listed just above, human health respiratory pollutant reductions account for the second largest portion of total monetized environmental benefits at 29.6% of total and \$3.9 million in environmental economic value. Eutrophication comes in third at 24.0% of total environmental economic value and \$3.2 million of the overall EOW pollution reduction benefit.

The report below also details the lower environmental benefits when taking into account the pre-EOW versus post-EOW depot tonnage changes. As discussed below in this report in more detail regarding this result, there is reason to posit that some EOW curbside garbage collection customers may have used the depot drop-off facilities to handle garbage (and perhaps some recyclable and/or compostable materials) during their week's in-between EOW garbage collections.

However, there was no change in recyclable or organic material collection frequencies when EOW garbage collection was implemented. Furthermore, the 5,275 MT increase in depot garbage for the EOW first year versus the last year for weekly curbside garbage collection is quite large. If entirely due to EOW curbside customers self-hauling garbage to depots during weeks between their EOW collections, this depot garbage tonnage increase would have entailed hundreds of thousands of depot visits annually. In fact, the number of residential depot trips increased by 56,000. In addition, the curbside and drop-off depot tonnage changes after introduction of EOW curbside garbage collection were likely influenced by other factors such as the Covid-19 pandemic, population growth, economic activity levels, weather differences, and changing purchasing patterns. Effects of such additional factors were not assessed for this report.

Despite these many unknown effects and uncertainties, the curbside customers' tonnage only results detailed above and discussed throughout the report appear to be better estimates for the benefits of EOW curbside garbage collection than the curbside plus depot tonnage results. Nevertheless, curbside plus depot tonnage comparisons for EOW versus pre-EOW are reported throughout the report alongside the curbside customer only results. This provides an indication of the extent to which increased use of drop-off depots by EOW curbside garbage customers could reduce EOW environmental benefits. In our judgement, the benefits of EOW seem more likely to be much nearer to the curbside only results summarized above.

II. Introduction

Niagara Region engaged Sound Resource Management Group, Inc. (SRMG) to evaluate and quantify the environmental benefits over the first year following the Region's switch to every-other-week (EOW) curbside garbage collection. The switch from weekly to EOW was implemented October 19, 2020. SRMG's endeavor required:

1. Evaluating garbage disposal decreases, organics collection increases and recycling collection increases during this first year of EOW curbside garbage collection,
2. Estimating the environmental impacts of these changes in disposal and waste diversion, and,
3. Estimating the environmental economic value (EEV) of the changes in environmental impacts.

SRMG relied on curbside collection and depot drop-off tonnage data, residential drop-off depot trip counts, and precipitation data supplied by the Region to evaluate changes in diversion and disposal associated with the change to EOW curbside garbage collection. SRMG used both curbside collection tonnages as well as curbside plus drop-off depot tonnages to provide a range of estimates for the disposal and diversion impacts of the switch to EOW curbside garbage collection. SRMG then used the tonnage data and its proprietary Measuring Environmental Benefits Calculator (MEBCalc) to evaluate nine environmental impacts of switching from weekly to EOW curbside garbage collection:

- **Climate Change** – the potential increase in greenhouse effects due to anthropogenic emissions. Carbon dioxide (CO₂) originating from human activities that burn fossil fuels is the most common source of greenhouse gases (GHGs). Methane from anaerobic decomposition of organic material is a GHG and also a large source of climate change impacts. The reference substance for climate change potential is CO₂.
- **Human Respiratory Disease and Death from Particulates** – potential human health impacts from anthropogenic releases of coarse particles known to aggravate respiratory conditions such as asthma, releases of fine particles that can lead to more serious respiratory symptoms and disease, and releases of particulate precursors such as nitrogen oxides and sulfur oxides. The reference substance for human respiratory disease potential is particulate matter no larger than 2.5 microns, PM_{2.5}.
- **Human Disease and Death from Toxics** – potential human health impacts (other than respiratory and carcinogenic effects) from releases of chemicals that are toxic to humans. There are many chemical and heavy metal pollutants that are toxic to

humans, including 2,4-D, benzene, DDT, formaldehyde, permethrin, toluene, chromium, copper, lead, mercury, silver, and zinc. The reference substance for human toxicity potential used in MEBCalc is toluene, T.

- **Human Disease and Death from Carcinogens** – potential human health impacts from releases of chemicals that are carcinogenic to humans. Many chemical and heavy metal pollutants are carcinogenic to humans, including 2,4-D, benzene, dichlorodiphenyltrichloroethane (the pesticide commonly known as DDT), formaldehyde, kepone, permethrin, chromium, and lead. The reference substance for human carcinogenic potential used in MEBCalc is benzene, B.
- **Eutrophication** – potential environmental impacts from addition of mineral nutrients to the soil or water resulting from emissions of eutrophying pollutants to air, soil or water. The addition to soil or water of mineral nutrients, such as nitrogen and phosphorous, can yield generally undesirable shifts in the number of species in ecosystems and a reduction in ecological diversity. In water, nutrient additions tend to increase algae growth, which can lead to reductions in oxygen and death of fish and other species. The reference substance for waterways eutrophication potential is nitrogen, N.
- **Acidification** – potential environmental impacts from anthropogenic releases of acidifying compounds, principally from fossil fuel and biomass combustion, which affect trees, soil, buildings, animals and humans. The main pollutants involved in acidification are sulfur, nitrogen and hydrogen compounds – e.g., sulfur oxides, sulfuric acid, nitrogen oxides, hydrochloric acid, and ammonia. The reference substance for acidification potential is sulfur dioxide, SO₂.
- **Aquatic Ecosystems Toxicity** – the relative potential for chemicals released into the environment to harm aquatic ecosystems, including wildlife. There are many chemical and heavy metal pollutants that are toxic to aquatic ecosystems, including 2,4-Dichlorophenoxyacetic acid (an herbicide commonly referred to as 2,4-D), benzene, DDT, ethyl benzene, formaldehyde, kepone, permethrin, toluene, chromium, copper, lead, silver, and zinc. The reference substance for aquatic ecotoxicity potential used in MEBCalc is 2,4-D.
- **Ozone Depletion** – the relative potential for chemical compounds released into the atmosphere to cause degradation of the Earth's ozone layer. The reference substance for ozone depletion potential (ODP) is trichlorofluoromethane, CFC-11, where CFC is the acronym for chlorofluorocarbon. CFC-11 is sometimes called R-11, and is also called carbon tetrachloride.
- **Ground Level Smog Formation** – the relative potential for chemical compounds released into the atmosphere to react with sunlight, heat and fine particles to form ozone (O₃). For example, nitrogen oxides (NO_x) and volatile organic compounds (VOCs) released during fuel combustion are some of the chemical compounds that

contribute to ground level smog formation. The reference substance for smog formation is ozone, O₃.¹

MEBCalc uses estimates of pollutant releases associated with waste collections, processing, disposal and diversion to recycling and/or composting, as well as pollution releases from manufacturing products from diverted waste materials versus the same products manufactured from virgin raw materials extracted from Earth's ecosystems. Based on these pollution release profiles, MEBCalc calculates quantitative estimates for the nine environmental impacts.

MEBCalc relies on the U.S. Environmental Protection Agency's TRACI (Tool for the Reduction and Assessment of Chemical and Other Environmental Impacts) to provide characterization factors for pollutants that cause each of these nine environmental impacts.² Readers are probably familiar with characterization factors for the climate change impact of GHGs. Each GHG release is multiplied by its global warming potential (GWP) relative to carbon dioxide. These GWPs are the TRACI characterization factors for the GHGs causing climate change. A GWP weight converts each GHG's emissions into a carbon dioxide equivalent (CO₂e or eCO₂). This allows total GHG pollutant emissions to be characterized by a single number -- their carbon dioxide equivalent emissions amount.

In addition to climate change, TRACI codifies characterization factors for each of 3,944 chemical and other environmental pollutants for each of the other eight environmental impacts evaluated by MEBCalc. Like the GWPs for climate change, characterization factors for the other environmental impacts are based on scientific research and consensus on the impact severity of each pollutant relative to the reference substance for each of these other eight environmental impacts.

¹ Genesis, Methodology & Sources for MEBCalc, available via email by request to info@srmginc.com.

² Jane C. Bare, *Developing a Consistent Decision-Making Framework by Using the U.S. EPA's TRACI*, U.S. Environmental Protection Agency, Cincinnati, OH, 2002; Jane C. Bare, Gregory A. Norris, David W. Pennington and Thomas McKone, TRACI: The Tool for the Reduction and Assessment of Chemical and Other Environmental Impacts. *Journal of Industrial Ecology* 2003, 6(3-4): 49-78; and Jane C. Bare, TRACI 2.0: the tool for the reduction and assessment of chemical and other environmental Impacts 2.0. *Clean Technologies and Environmental Policy*, 2011, 13(5) 687-696, provide expositions on the original and more recent versions of the TRACI model.

Finally, MEBCalc estimates the economic value or cost of decreases or increases in each of the nine environmental impacts. The latest cost estimates for pollutant releases amounting to one metric ton (MT) for each environmental impact are (in 2020 Canadian dollars)³:

- Climate Change -- \$289 per MT eCO₂.
- Human Health Respiratory Effects -- \$824,336 per MT ePM_{2.5}.
- Human Health Non-Carcinogenic Effects -- \$466 per MT eT.
- Human Health Carcinogenic Effects -- \$3,328 per MT eB.
- Waterways Eutrophication -- \$33,901 per MT eN.
- Acidification -- \$559 per MT SO₂.
- Aquatic Ecosystems Toxicity -- \$5,681 per MT 2,4-D.
- Ozone Layer Depletion -- \$77,246 per MT CFC-11.
- Ground Level Smog Formation -- \$332 per MT O₃.

The following three sections discuss results for disposal and diversion tonnage changes associated with the switch to EOW curbside garbage collection in the Niagara Region, the environmental benefits (or costs) of those collection tonnage changes, and the monetized value of all nine environmental impact benefits resulting from EOW garbage collection.

III. Tonnage Impacts of EOW Garbage Collections and Self-Hauling to Depots

Curbside Collection Impacts

Tables 1 and 2 show annual curbside garbage, recycling and organics (including leaf and yard wastes) collection quantities for the Niagara region for October 26, 2020, thru October 22, 2021. These are the second through 53rd weeks of curbside EOW garbage collection. The first week of EOW implementation (the week of October 19, 2020) is not included because half of curbside garbage customers received garbage collection the previous week. As a result, their garbage generation for collection in that first week is lower than normal for EOW collection frequency.

³ Morris, J., *Economic Damage Costs for Nine Human Health and Environmental Impacts*, Prepared by SRMG for Oregon Department of Environmental Quality and Oregon Metro, Portland, OR, July 2020. Available via email by request to info@srmginc.com.

Tables 1 and 2 also show collection quantities for the 52 weeks preceding October 19, 2020. Comparisons between these two sets of annual curbside collection data provides one basis for evaluating diversion and disposal tonnage impacts of EOW curbside garbage collection. According to the data reported in Table 1, total curbside waste generation during the two years is very similar at 151,667 MTs for the EOW analysis year and 152,231 for the pre-EOW year. Total curbside waste generation decreased by 564 MTs, or 0.4%, following EOW implementation.

Table 1 Disposal Reductions and Diversion Increases for the First Year of EOW Curbside Garbage Collection

Material Stream	Annual Tonnes EOW	Annual Tonnes Pre-EOW	Difference	Per Cent Increase or Decrease
Garbage	64,364	75,640	-11,275	-14.9%
Recycling	40,140	37,162	2,977	8.0%
Organics (including leaf and yard waste)	47,162	39,429	7,734	19.6%

Table 2 Disposal Reductions and Diversion Increases for First Year of EOW Curbside Garbage Collection Adjusted for Processing Residues

Material Stream	Annual Tonnes EOW	Annual Tonnes Pre-EOW	Difference	Per Cent Increase or Decrease
Garbage	70,238	80,939	-10,701	-13.2%
Recycling	35,809	33,153	2,656	8.0%
Organics (including leaf and yard waste)	45,620	38,140	7,481	19.6%

Annual EOW quantities include weeks two thru 53 following EOW implementation October 19, 2020, to adjust for the fact that half of EOW collection entities received garbage collection the week prior to EOW week 1.

The 564 MT decrease in total curbside waste generation following curbside EOW garbage collection implementation, as well as disposal decreases and diversion increases, may have been influenced by drivers other than just the decrease in garbage collection frequency. For example:

- Weather patterns -- precipitation in the Region during the first nine months of 2021 was up 19%, with most of that increase occurring during July thru September. This would tend to increase post-EOW waste generation due to increases in plant and turfgrass growth.
- COVID-19 pandemic effects. Some of the effects of the pandemic included business shutdowns, more employees working at home, increased online purchasing and home meal preparation with associated decreases of in-store shopping and meals at restaurants and fast-food outlets, and increased purchases of durable goods and reduced purchases of services. Whether these effects tended to increase or decrease pre-EOW versus post-EOW waste generation is not known.
- Economic activity levels. The aggregate demand effects from shutdowns and lockdowns of 2020 versus pent-up demand surges of mid-2021 also had unknown impacts on pre- and post-EOW curbside waste generation.
- Population growth. This driver would tend to increase waste generation post-EOW.

More important, and certainly of much greater magnitude, than the 0.4% decrease in curbside customer overall waste generation post-EOW is the rather dramatic shift in garbage and diversion quantity proportions of total waste generation following EOW curbside garbage collection implementation. As indicated in Table 1, the first full year of EOW curbside garbage collection effects differs from the last year of weekly curbside garbage collection, as follows:

- 11,275 MT lower garbage, a 7.3 percentage points lower proportion of waste generation going to garbage collection,
- 7,734 MT additional organics collections (including leaf & yard wastes), a 5.2 percentage points higher organics collection proportion, and,
- 2,977 MT additional recycling, a 2.1 percentage point higher recycling collection proportion.
- Pre-EOW garbage collections accounted for 49.7% of total annual curbside waste generation, organics collections 25.9%, and recycling collections made up 24.4% of total waste collected curbside in the Niagara Region. By contrast, following EOW curbside garbage collections implementation, garbage accounted for 42.4% of curbside waste generation, organics collections 31.1%, and recycling collections 26.5% of curbside collected wastes.

In other words, instead of following the waste generation disposal and diversion proportions associated with the final year of weekly curbside garbage collections, EOW curbside garbage customers in 2020-2021 lowered garbage collection by 11,275 MTs, a 14.9% reduction. This was accomplished by increasing organics collection by 19.6%

and recycling 8.0%. The diversion rate based on collections, thus, went up to 57.6 % for EOW curbside garbage collection versus 50.3% for weekly garbage, a 7.3 percentage point diversion rate increase.

Yet, this is not quite the end of the story for disposal and diversion tonnage changes associated with the switch to EOW curbside garbage collection. Customers for curbside collections may place non-recyclable materials in their recycling containers or include non-compostable materials in their set outs for organics or leaf & yard waste collections. Material recovery facilities for collected recyclables and composting facilities for organics and leaf & yard wastes have to sort out and dispose of these non-acceptable materials. In addition, sorting of the acceptable commingled collected recyclable or compostable materials into separate material types for marketing by material recovery and composting facilities is itself not typically 100% efficient and accurate.

Niagara Region staff provided estimates for the year 2020 of disposal residues from processing recyclables, organics, and leaf & yard waste materials collected from single-family residential customers. According to these data 10.79% of materials collected for curbside recycling end up in material recovery facility processing residues for disposal. The similar estimate for organics and leaf & yard waste composting facility processing residue disposal amounts to 3.27% of collection tonnages for composting.⁴

Table 2 reflects tonnage adjustments to account for processing residues. Taking into account processing residues that end up as garbage, the first full year of EOW curbside garbage collection differs from the last year of weekly curbside garbage collection, as follows:

- 10,701 MT less garbage, a 6.9 percentage points lower proportion of waste generation going to garbage disposal,
- 7,481 MT additional organics diverted (including leaf & yard wastes), a 5.0 percentage points higher organics diversion generation, and,
- 2,656 MT additional recycling, a 1.9 percentage point increase in recycling diversion.

⁴ There are multi-family apartment building households and IC&I customers using curbside collections. We assume that single-family processing residue estimates for 2020 are reasonable numbers to use for recycling and organics processing residues for collection quantities from multi-family and IC&I curbside collection customers. Because single-family customers account for most curbside collection customers, any differences in processing residues for these two categories of customers hopefully do not substantially change the overall weighted average processing residue rates for collected recyclables or organics.

- Pre-EOW garbage collections accounted for 53.2% of total annual curbside customers' waste generation, organics generation 25.0%, and recyclables generation made up 21.8% of total waste collected curbside in the Niagara Region. By contrast, following EOW curbside garbage collections implementation, garbage accounted for 46.3% of curbside customers' waste generation, organics generation 30.1%, and recycling generation amounted to 23.6% of curbside collected wastes.

In other words, instead of following the waste generation disposal and diversion proportions associated with the final year of weekly curbside garbage collections, EOW curbside garbage customers in 2020-2021 lowered garbage generation by 10,701 MTs, a 13.2% reduction. This was accomplished by increasing organics diversion by 19.6% and recycling diversion 8.0%. The diversion rate based on materials actually recycled or composted, thus, went up to 53.7% for EOW curbside garbage collection versus 46.8% for weekly garbage, an increase in the disposal diversion rate for organics and recyclables of 6.9 percentage points. Recyclable materials collected, processed, and sold to recycled-content product manufacturing markets increased by 2,656 MT as a result of EOW curbside garbage implementation. Organics materials composted increased by 7,481 MT.

Curbside plus Self-Haul Disposal and Diversion Impacts

Because residential households and industrial, commercial and institutional (ICI) entities can self-haul their wastes to depots as well as having them collected curbside, SRMG also compared annual totals for pre-EOW and post-EOW years for curbside collections plus self-haul deliveries to depots for garbage, organics and recyclables. Table 3, Curbside & Self-Haul Disposal Reductions and Diversion Increases for First Year of EOW Curbside Garbage Collection, displays that comparison.

Table 3 shows annual curbside collection plus depot drop-off garbage, recycling and organics (including leaf and yard wastes and brush) collection quantities for the Niagara Region for October 26, 2020, thru October 22, 2021. These are the second through 53rd weeks of curbside EOW garbage collection. As explained regarding the data in Tables 1 and 2, the first week of EOW implementation (October 19, 2020) is not included in Table 3. Table 3 also shows curbside collection plus depot self-haul quantities for the 52 weeks preceding October 19, 2020.

Depot self-haul garbage and organics collection quantities included in Table 3 are adjusted for organics processing residues that go to garbage disposal rather than being processed into compost products. It is assumed that self-haul recycling materials do not

generate processing residues because they are source sorted for drop off into depot bins segregated for individually marketed recycled materials.

Table 3 Curbside and Self-Haul Disposal Reductions and Diversion Increases for First Year of EOW Curbside Garbage Collection

Material Stream	Annual Tonnes EOW	Annual Tonnes Pre-EOW	Difference	Per Cent Increase or Decrease
Garbage	111,702	117,128	-5,426	-4.6%
Recycling	37,349	34,549	2,800	8.1%
Organics (including leaf and yard waste)	59,948	51,005	8,944	17.5%

Annual EOW quantities include weeks 2 thru 53 following EOW implementation October 19, 2020, to adjust for the fact that half of EOW collection entities received garbage collection the week prior to EOW week 1.

Table 3 data combining curbside and depot tonnages adjusted for processing residues show a substantial 49% lower decrease for garbage disposal impacts of EOW garbage collection than Table 1 does for curbside alone. This is because annual self-haul garbage tonnage increased substantially by 5,275 MT following implementation of curbside EOW garbage collection. This suggests that some EOW curbside garbage collection households and ICI curbside garbage customers may have diverted some of their garbage to self-haul during the in-between weeks of their EOW curbside garbage collections. In doing so, they could also have brought along recyclables and/or organics for drop off at the same time. Table 2 displays increases in diversion to recycling and organics.

The mandatory switch to EOW from weekly curbside garbage collection in Niagara Region was not the only major occurrence during 2020-2021 that might be expected to have altered solid waste disposal and diversion behaviors. Other potential factors driving changes in curbside collection and depot drop off disposal and diversion quantities include:

- Responses to the worldwide COVID pandemic, such as school, business and institutional shutdowns, as well as travel restrictions that became widespread in spring 2020, continuing throughout the remainder of that year and into 2021.
- Employees shifting to working remotely at home during the same time period.

- The spring 2021 surge in economic activity from pent up demand and population relief at being able to get out and about once many thought the pandemic was tamed.

Whatever may have been the cause of collection versus self-haul delivery tonnage impact differences, one approach to estimating the impact of EOW curbside garbage collection would be to use the tonnage impacts shown in the two tables as lower and upper bounds. In other words, EOW curbside garbage collection annual impacts resulted in a disposal decrease (after accounting for disposal of processing contaminants and rejects) between 5,426 and 10,701 MT. The respective diversion increases were between 7,481 and 8,944 MTs of increased composting and between 2,656 and 2,800 MTs of increased sales of recycled materials to manufacturers of recycled content products.

The corresponding diversion increase falls somewhere in the interval between 4.4 and 6.9 percentage points as a result of the switch to EOW curbside garbage collection. The curbside diversion percentage for EOW is 53.7% versus 46.8% pre-EOW. Curbside plus depot diversion percentage is 46.6% versus 42.2% pre-EOW.

There is reason to suspect that the depot annual disposal and diversion increases for EOW versus pre-EOW are not all the result of curbside garbage customers flocking to drop-off depots in the weeks between their EOW garbage pickups. For one thing EOW curbside garbage customers did not have any change in their organics or leaf & yard waste collection frequencies or capabilities.

More importantly, the additional 5,275 MT going to landfill disposal from depot drop-off garbage increases during the first year of EOW most likely could not have come entirely from EOW curbside garbage collection customers. Even at the very high rate of 25 kilograms of garbage per trip self-hauled by EOW customers to a depot during off weeks for garbage collection, it would entail an additional 211,000 depot visits in total, or 4,060 per week, during the first year of EOW garbage collection by EOW curbside garbage collection customers in order to increase depot garbage quantities by 5,275 MT.

In fact, residential drop-off depot traffic counts increased by 56,000 trips post-EOW versus pre-EOW, only a little more than 25% of the 211,000 depot visits increment derived above. Thus, the disposal and diversion changes shown in Table 1 rather than those shown in Table 2 are likely to be closer to the true amount of disposal and diversion tonnage changes induced by the Niagara Region switch to EOW curbside garbage collection frequency. Nevertheless, due to the uncertain and unknown impacts

of other potential drivers of disposal and diversion tonnage changes post- versus pre-EOW, we report curbside plus depot, as well as curbside only, results throughout this report.

IV. Environmental Impacts of EOW Curbside Garbage Collection

Table 4: Estimated Pollution Decrease/(Increase) Associated with EOW Garbage Collection shows estimated pollution decreases or increases associated with implementation of EOW curbside garbage collection. Decreases in pollution during the first year of EOW curbside garbage collection versus pollution during the last year of weekly curbside garbage collection are displayed as positive numbers to emphasize the environmental benefit of less pollution.

Table 4 shows increased or decreased environmental benefits of diversion tonnage changes for EOW garbage collection customers alone, as well as for curbside customers plus depot disposal and diversion tonnage changes, during the first year of EOW curbside garbage collection in the Niagara Region⁵. Some households and ICI entities using curbside garbage collection may have increased self-hauling of garbage, as well as recyclables and organics, to depots during the in-between weeks for their garbage collection. Unfortunately, the depot tonnage data do not identify whether a depot drop-off customer is a curbside garbage collection customer. Hence, the depot tonnage changes for the first EOW year versus the last weekly curbside garbage collection year likely overestimate, perhaps substantially, any increased use of depot drop-off facilities for disposal or diversion by curbside garbage collection customers. Nevertheless, curbside plus depot tonnage changes for the EOW first year versus the weekly last year are provided in Table 4 to indicate the potential low end for pollution benefits of EOW garbage collection.

⁵ The 564 MT decrease in total curbside waste generation during the first complete post-EOW year is not included as a benefit of EOW implementation in our evaluation of the benefits of EOW compared to weekly curbside garbage collection. The additional depot garbage disposal tonnage post-EOW is counted as a decrease in environmental benefits for the curbside plus depot calculation of environmental benefits for EOW curbside garbage collection. These two methodological assumptions provide a conservative basis for both high and low estimates for the environmental benefits of EOW garbage collection.

Table 4 Estimated Pollution Decrease/Increase Associated with EOW Garbage Collection

Pollution Environmental Impact	Pollution Indicator Substance	Pollution Decrease/(Increase) (MT indicator Substance) - Curbside Only	Pollution Decrease/(Increase) (MT indicator Substance) - Curbside and Depot
Climate Change	eCO ₂	18,413.92	10,725.08
Human Health - Respiratory	ePM _{2.5}	4.73	1.14
Human Health – Non-Carcinogenic	eT	1,366.97	(1,514.32)
Human Health – Carcinogenic	eB	8.39	(10.84)
Eutrophication	eN	93.39	56.56
Acidification	eSO ₂	29.88	(8.48)
Ecosystems Toxicity	e2,4-D	0.04	(0.17)
Ozone Depletion	eCFC-11	0.05	0.03
Smog Formation	eO ₃	348.67	(142.89)

The pollutant decreases or increases for each of the nine environmental impacts are measured in terms of the indicator substance for each impact. For example, for climate change curbside only diversion tonnage increases reduced climate impacts by 18,413.9 MT eCO₂. However, for curbside plus depot disposal and diversion tonnage changes, the additional depot disposal offset the additional depot diversions, decreasing climate benefits to 10,725.1 MT eCO₂.

Table 4 also shows that the absolute quantity of pollution decreases or increases measured in terms of each environmental impact's indicator substance vary dramatically among the nine environmental impacts. Curbside EOW pollution decreases range from 18,413.9 MT eCO₂ for climate change down to less than a tenth MT e2,4-D for aquatic ecosystems toxicity reductions and eCFC-11 for ozone depletion impact reductions. These quantitative disparities present challenges for decision makers who may need to somehow compare and prioritize these environmental impact reductions.

Section V details the monetization method for comparing impact reductions. Figure 1 in this section introduces that method's economic valuations for GHG reductions along with its display of estimated GHG reduction quantities associated with EOW curbside garbage collection.

Figure 1 GHG Reductions and Environmental Economic Value (EEV) per MT Material Diverted Curbside

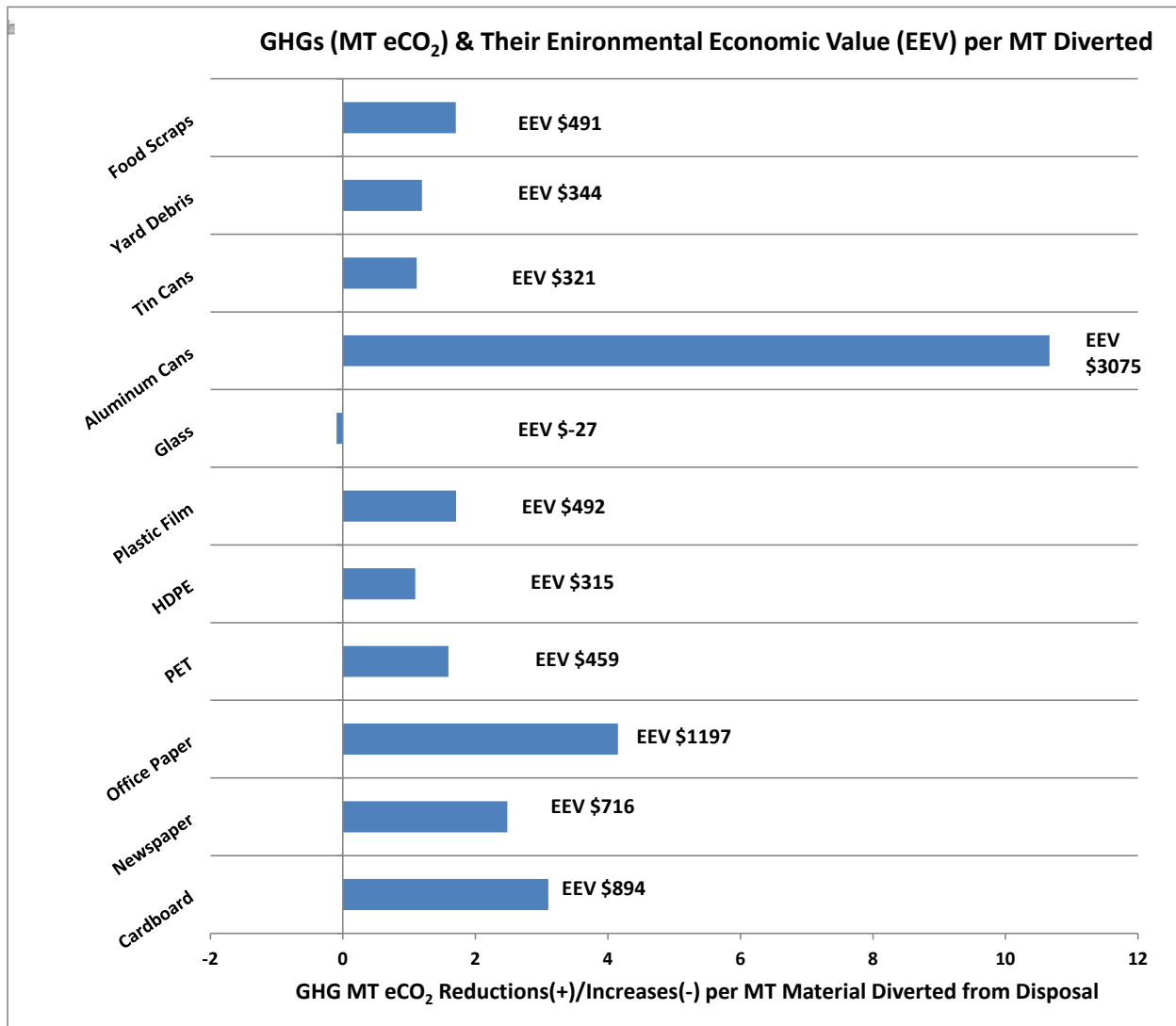


Figure 1: GHGs Reductions & Environmental Economic Value (EEV) per MT Material Diverted Curbside displays in bar graph format the GHG reductions per MT for materials collected in curbside recycling when those materials are diverted from disposal. Reductions due to recycling are shown on Figure 1 as positive numbers to emphasize the environmental benefits of diverting materials from disposal to recovery for use in manufacturing recycled-content products or composting into soil amendments.

Figure 1 text to the right of the graph's blue bars give the environmental benefit valuation for GHG changes for the different materials whose diversion was increased during the first year of EOW curbside garbage collection. For example, as indicated in Figure 1, diverting aluminum reduces climate impacting GHG emissions more than 2.5

times as much as diverting a metric ton of any of the other materials collected curbside for diversion. The GHG reductions from recycling a metric ton of aluminum have an environmental economic value (EEV) of \$3,075 per MT recycled.

Diversion of paper fiber ranks second in EEV. Food scraps, plastic film and PET rank third in terms of climate impact reductions and EEV per MT. Yard debris and HDPE come next. Glass containers diverted for use as construction aggregates rank last and slightly increase GHGs versus landfill disposal.

V. Comparison of Economic Benefits for Each Environmental Impact Pollution Reduction

It is apparent from the pollution decrease or increase estimates shown on Table 4 that the nine different environmental impacts have vastly different absolute levels of pollution reduction as measured by each impact's pollution indicator substance. This is in part due to the different scale of emissions measured by each impact's reference substance. Tables 5 and 6 show the environmental economic value for decreases in pollution emissions for each of the nine public health and environmental impact categories.

Table 5 Economic Value of Pollution Decreases Due to EOW Curbside Garbage Collection

Environmental Impact	Pollution Indicator Substance	Midpoint Economic Cost of Pollution per MT (CDN \$)	Curbside Only - Pollution Decreases	Curbside Only - Value of Decreases (CDN \$)	Curbside Only – Per Cent of Total Benefit
Climate Change	eCO ₂	\$288.35	18,413.92	\$5,309,772	40.3%
Human Health - Respiratory	ePM _{2.5}	\$824,335.45	4.73	\$3,902,718	29.6%
Human Health – Non-Carcinogenic	eT	\$465.81	1,366.97	\$636,746	4.8%
Human Health – Carcinogenic	eB	\$3,328.67	8.39	\$27,913	0.2%
Eutrophication	eN	\$33,900.36	93.39	\$3,165,898	24.0%
Acidification	eSO ₂	\$558.97	29.88	\$16,701	0.1%
Ecosystems Toxicity	e2,4-D	\$5,681.36	0.04	\$250	<0.1%
Ozone Depletion	eCFC-11	\$77,246.25	0.05	\$3,611	<0.1%

Environmental Impact	Pollution Indicator Substance	Midpoint Economic Cost of Pollution per MT (CDN \$)	Curbside Only - Pollution Decreases	Curbside Only - Value of Decreases (CDN \$)	Curbside Only – Per Cent of Total Benefit
Smog Formation	eO ₃	\$332.05	348.67	\$116,010	0.9%
Overall Total Benefit	N/A	N/A	N/A	\$13,179,620	100.0%

Table 6 Economic Value of Pollution Decreases Due to EOW Curbside and Depot Garbage Collection

Environmental Impact	Pollution Indicator Substance	Midpoint Economic Cost of Pollution per MT (CDN \$)	Curbside and Depot - Pollution Decreases	Curbside and Depot - Value of Decreases (CDN \$)	Curbside and Depot – Per Cent of Total Benefit
Climate Change	eCO ₂	\$288.35	10,725.08	\$3,092,645	59.9%
Human Health - Respiratory	ePM _{2.5}	\$824,335.45	1.14	\$943,350	18.3%
Human Health – Non-Carcinogenic	eT	\$465.81	-1,514.32	-\$705,378	-13.7%
Human Health – Carcinogenic	eB	\$3,328.67	-10.84	-\$36,067	-0.7%
Eutrophication	eN	\$33,900.36	56.56	\$1,917,294	37.2%
Acidification	eSO ₂	\$558.97	-8.48	-\$4,743	-0.1%
Ecosystems Toxicity	e2,4-D	\$5,681.36	-0.17	-\$968	>0.1%
Ozone Depletion	eCFC-11	\$77,246.25	0.03	\$2,051	<0.1%
Smog Formation	eO ₃	\$332.05	-142.89	-\$47,543	-0.9%
Overall Total Benefit	N/A	N/A	N/A	\$5,160,641	100.0%

Pollution environmental costs for each environmental impact are based on a recent study and literature review by SRMG for the Oregon Department of Environmental Quality and Oregon Metro. That study developed low and high estimates for the human health and environmental costs incurred from emissions of the indicator substances for each of the nine environmental impacts. For this report, the midpoint of these Oregon

study ranges in 2019 U.S. dollars was converted to 2020 Canadian dollars. These midpoints for the environmental economic cost of releases of each indicator pollutant is listed in the introduction to this report and also shown in Tables 5 and 6.

As indicated in Tables 5 and 6 the value of annual pollution decreases caused by landfill disposal decreases and diversion increases associated with the switch to EOW curbside garbage collection in the Niagara Region is between \$5.2 million and \$13.2 million. This is quite a wide range. The lower end includes the environmental cost of an additional 5,275 MT going to landfill disposal due to depot drop-off garbage increases during the first year of EOW. As indicated previously in this report, much of the tonnage changes for depots may have little to do with increased use of depot drop-off facilities by curbside garbage collection customers during the first year of EOW garbage collection. The curbside only environmental valuation of \$13.2 million, thus, may be a closer approximation to the environmental benefits induced by the switch to EOW curbside garbage.

Figure 2: Percentage Shares of Environmental Economic Value for EOW Curbside Garbage Collection Benefits provides a visualization for the distribution of total EOW environmental benefits among the nine environmental impacts. This distribution is also listed on Table 5.

Figure 2 Percentage Shares of Environmental Economic Value

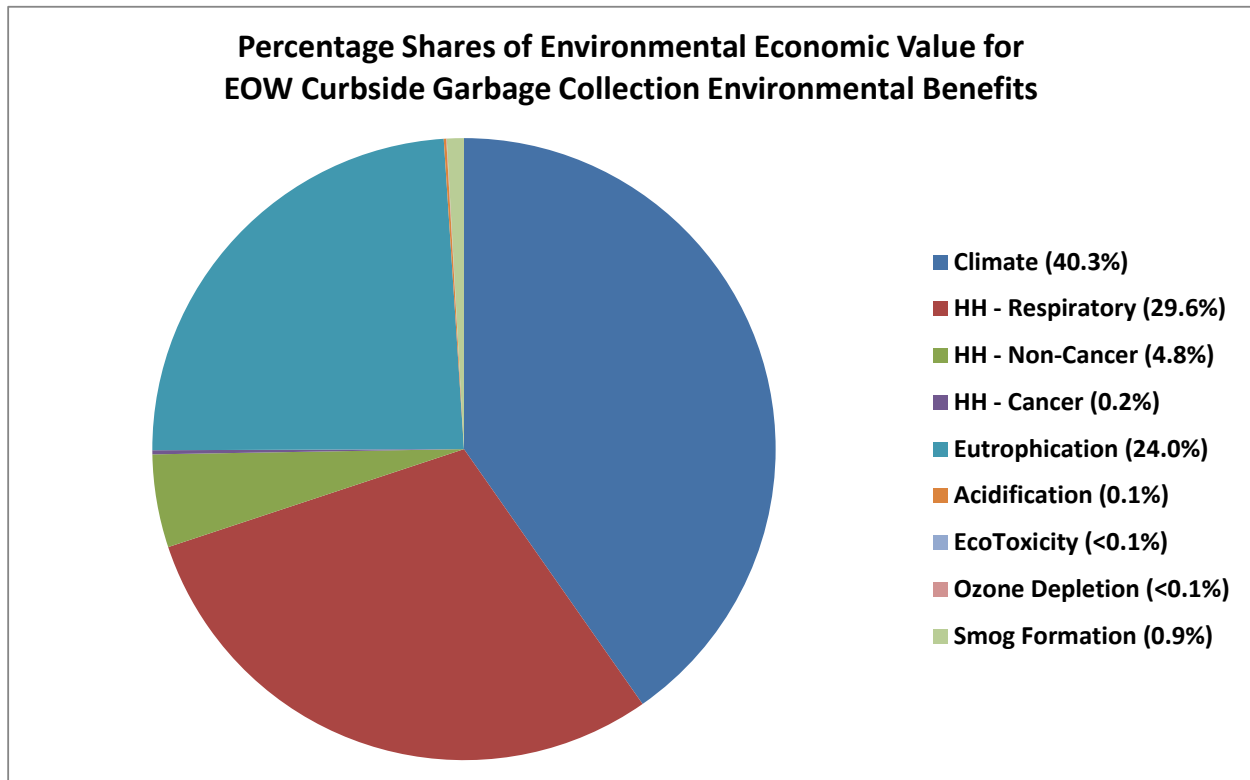


Figure 2 shows that climate benefits provide the largest total environmental economic value among the nine environmental impacts whose environmental economic value is assessed by MEBCalc. Climate changing GHG reductions induced by EOW curbside garbage collection have an economic value of \$5.3 million, 40.3% of the \$13.2 curbside only benefits. Emissions decreases due to Niagara Region's switch to EOW curbside garbage collection in pollutants that cause respiratory diseases have the second highest environmental economic value at \$3.9 million. This accounts for 29.6% of overall curbside waste disposal decrease and diversion increase benefits from EOW garbage collection. Reduced eutrophication of waterways is third at \$3.2 million, accounting for 24.0% of monetized environmental benefits for EOW garbage collection. Reductions of non-carcinogenic toxics emissions amount to 4.8% of total environmental economic benefits.

EOW Garbage Collection Diversion Impact – Full Year Analysis

Waste Management Planning Steering Committee

WMPSC-C 41-2021

December 13, 2021

Alison Powell,
Waste Management Business Support Analyst



EOW Garbage Collection Impact – Full Year Analysis

**Waste Management Planning Steering Committee
December 13, 2021**

Overview

1. One (1)-year update on the waste diversion impact resulting from the change to every other week (EOW) garbage collection;
2. Estimate of the environmental impacts of the changes in waste diversion; and
3. Estimate the economic value of the changes in environmental impacts.

Curbside Collected Tonnages

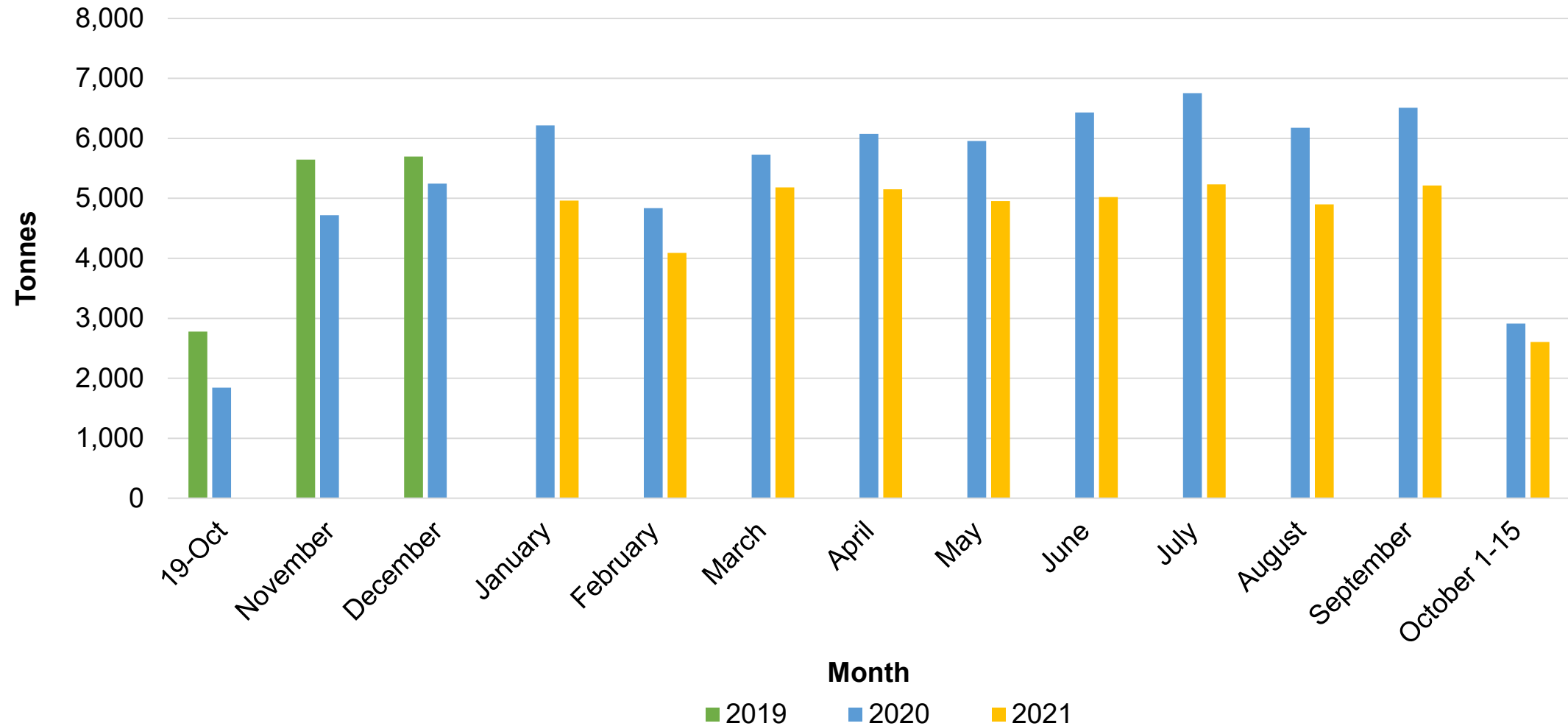
- Data pertains to all curbside collected waste from residential, multi-residential (not including front-end garbage enhanced collection), institutional, industrial and commercial properties throughout Niagara region, including those inside designated business areas (DBAs).
- Data references two time periods:
 - Before EOW – October 21, 2019 through October 16, 2020
 - After EOW – October 19, 2020 through October 15, 2021

Curbside Collected Tonnages Con't

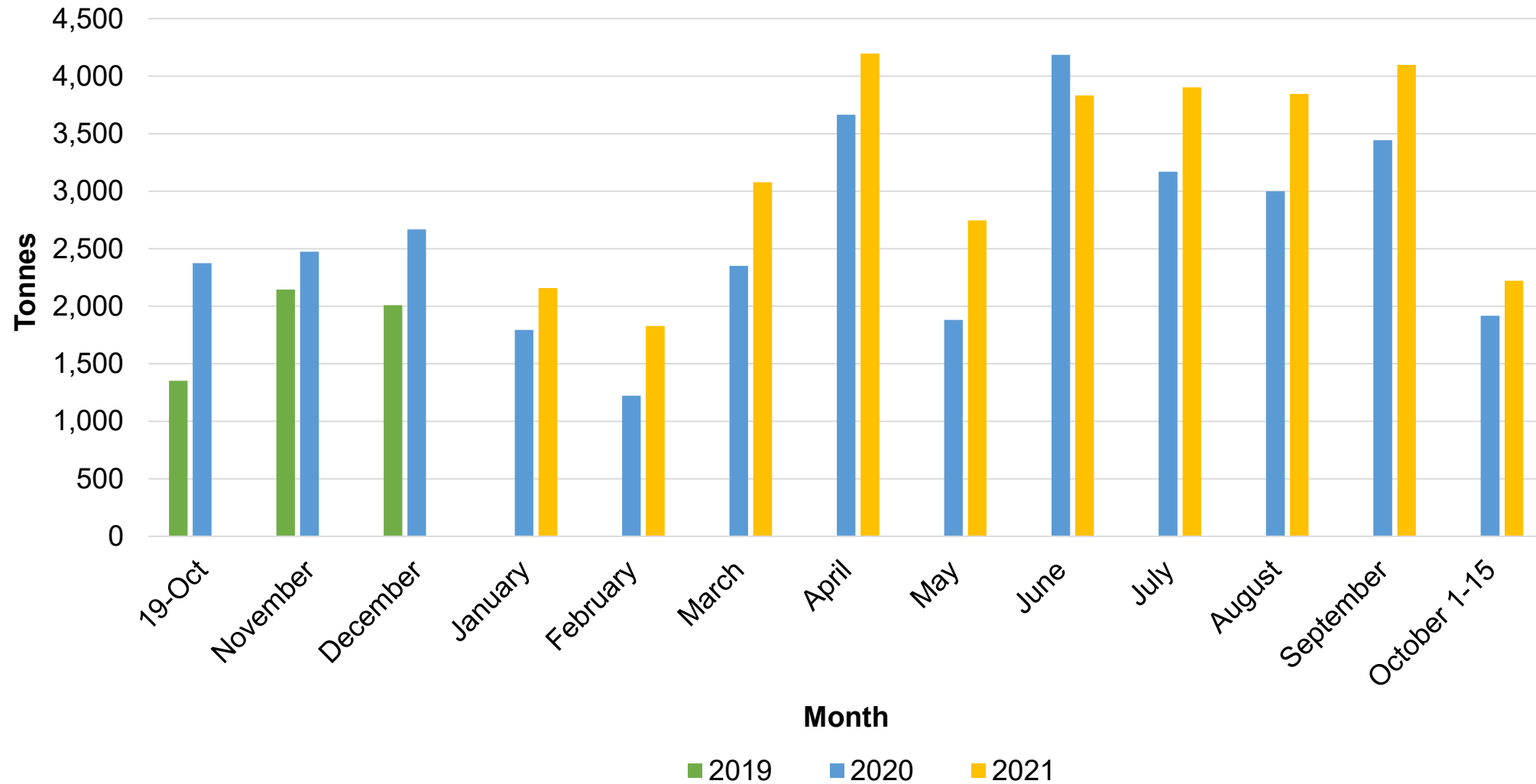
Material Stream	Before EOW (Tonnes)	After EOW (Tonnes)	Difference
Garbage	71,708	59,114	-17.6%
Organics	32,138	39,425	22.7%
Recycling	36,948	40,544	9.7%

Note: Organics does not include separate leaf and yard waste or brush collection.

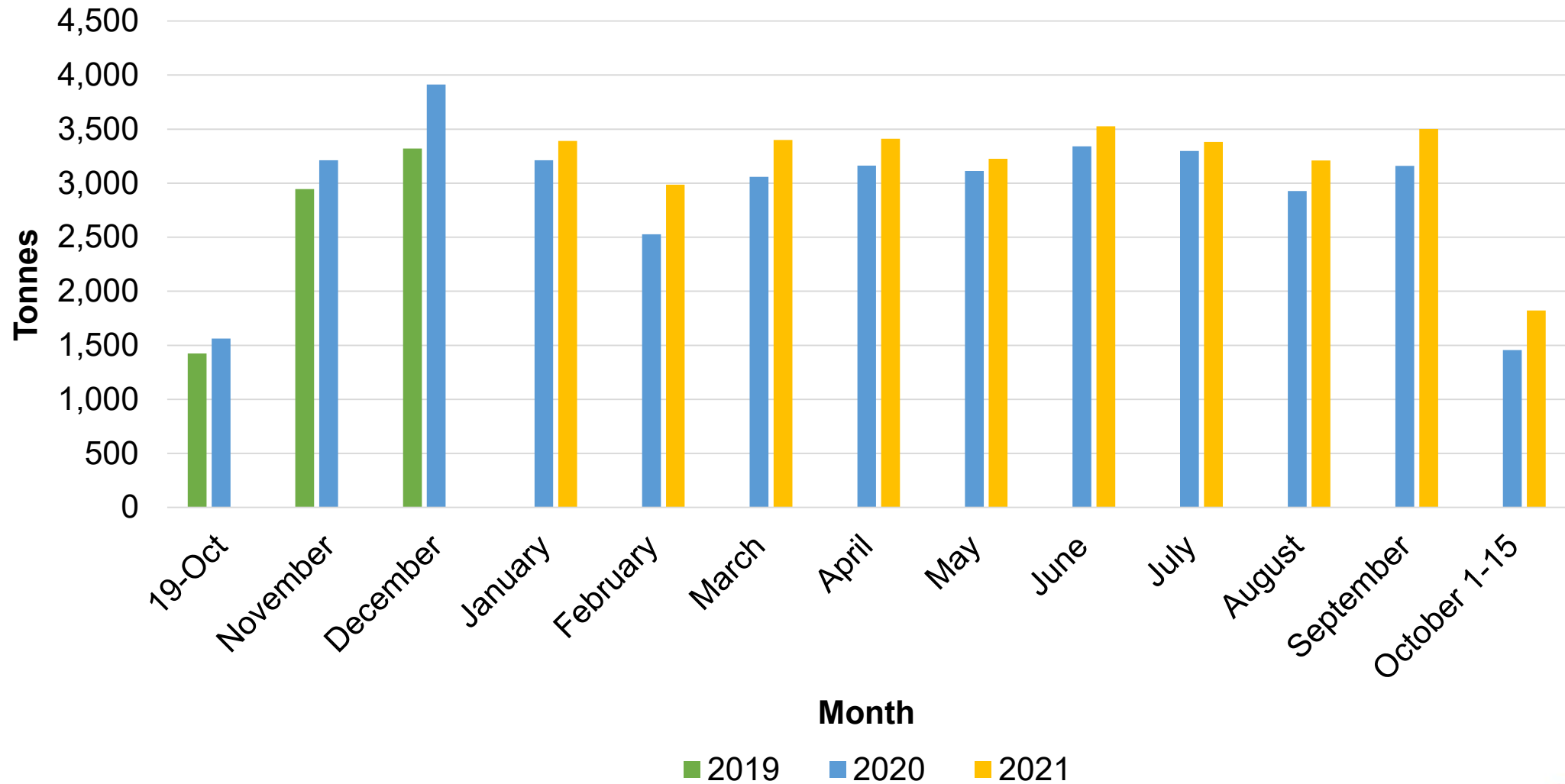
Curbside Garbage Tonnages



Curbside Organics Tonnages



Curbside Recycling Tonnages



Waste Diversion Analysis

- As part of the EOW garbage analysis, the Region completed a waste composition study and environmental benefits analysis to further review the impact of EOW garbage collection.
- The waste composition study results (WMPSC-C 34-2021) show the 2020-2021 four (4)-season average curbside waste diversion rate is 60 per cent, an increase of 14.3 percentage points from the 2015-2016 diversion rate of 45.7 per cent.

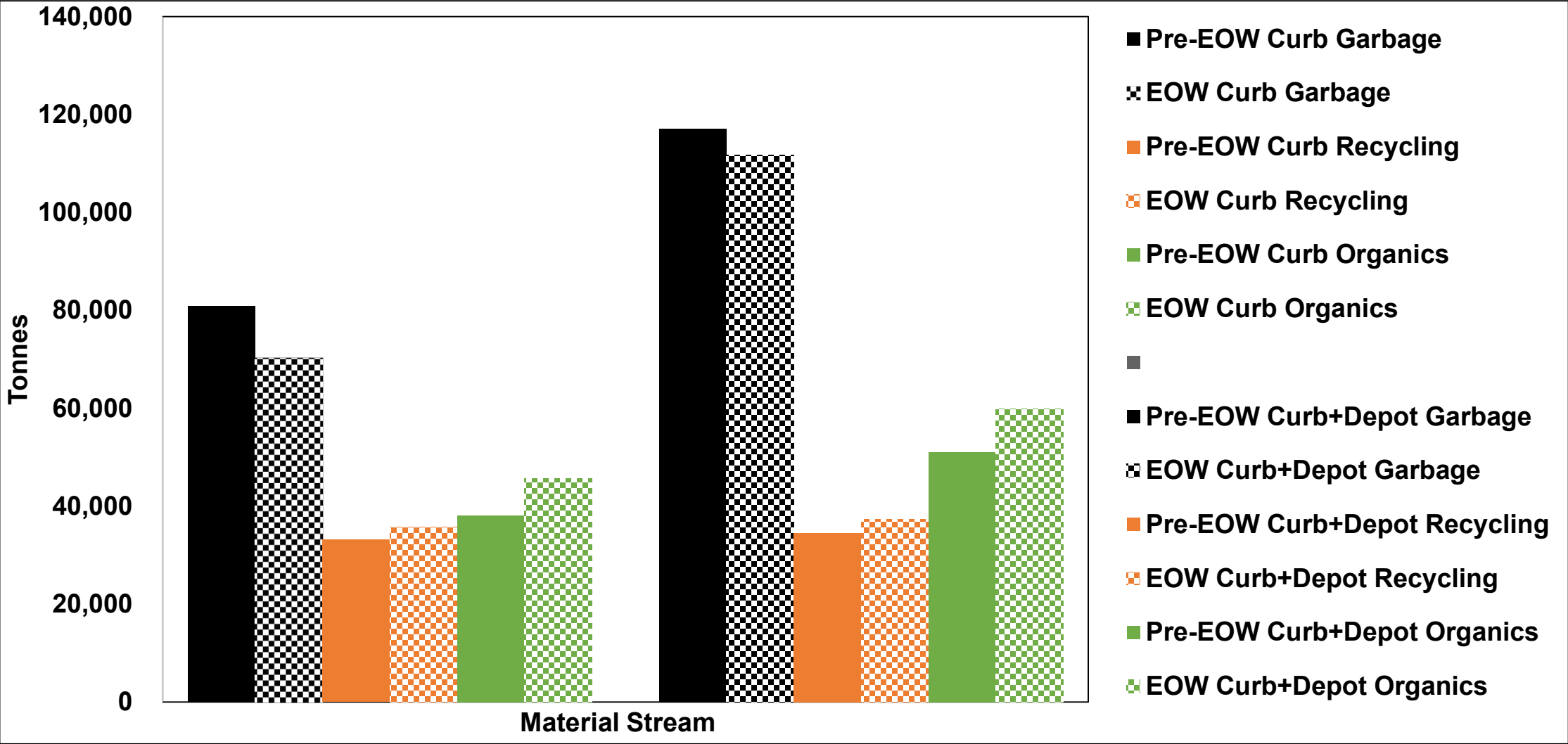
Environmental Benefits Analysis

- Niagara Region retained Sound Resource Management Group, Inc. (SRMG) to evaluate and quantify the environmental benefits over the first year following the Region's switch to EOW curbside garbage collection.
- The report completed by SRMG, can be found in Appendix 1 of WMPSC-C 41-2021.

Environmental Benefits Analysis - Details

- Compares tonnages for year prior to EOW implementation to tonnages for weeks 2 through 53 of EOW garbage collection to adjust for weekly garbage collection prior to EOW week 1.
- Organics tonnages include leaf & yard wastes and brush.
- Tonnages for recycling and organics are adjusted down to exclude contaminants in recycling and organics collections, as well as processing residues. Garbage tonnages are adjusted up to include these recycling and organics contaminants and processing residues.
- SRMG used its proprietary MEBCalc (measuring environmental benefits calculator) tool to estimate environmental impacts of changes in annual garbage, recycling and organics tonnages following implementation of EOW garbage collection.

Annual Curbside & Curbside + Depot Tonnes



Nine Environmental Impacts Assessed

- Climate Change from anthropogenic GHG emissions
- Human Health Respiratory disease and death from particulates
- Human Health Toxicity (other than from respiratory particulates or carcinogenic substances)
- Human Health Carcinogenicity from anthropogenic compounds
- Eutrophication of soil or water from anthropogenic mineral nutrients
- Acidification from anthropogenic acidifying compounds
- Stratospheric Ozone Depletion from anthropogenic compounds
- Ground Level Smog Formation from anthropogenic chemical releases

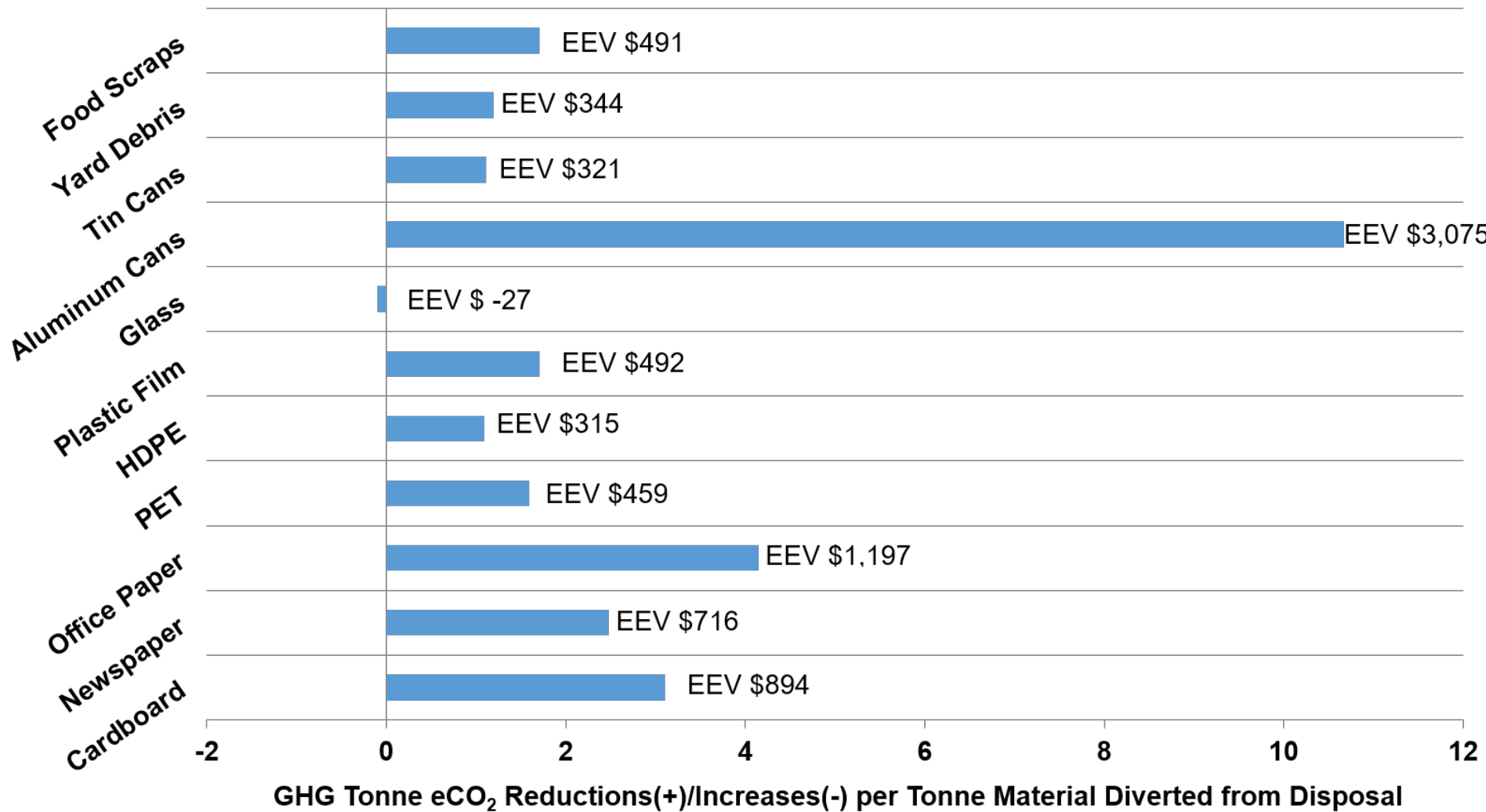
Annual EOW Environmental Pollution Benefits

Pollution Environmental Impact	Pollution Indicator Substance	Pollution Decrease/(Increase) (Tonne indicator Substance) - Curbside Only	Pollution Decrease/(Increase) (Tonne indicator Substance) - Curbside and Depot
Climate Change	eCO ₂	18,413.92	10,725.08
Human Health - Respiratory	ePM _{2.5}	4.73	1.14
Human Health – Non-Carcinogenic	eT	1,366.97	(1,514.32)
Human Health – Carcinogenic	eB	8.39	(10.84)
Eutrophication	eN	93.39	56.56
Acidification	eSO ₂	29.88	(8.48)
Ecosystems Toxicity	e2,4-D	0.04	(0.17)
Ozone Depletion	eCFC-11	0.05	0.03
Smog Formation	eO ₃	348.67	(142.89)

Estimated Environmental Economic Value for Environmental Impact Reductions (2021 CDN\$)

- Climate Change - \$289 per tonne eCO₂
- Human Health Respiratory Effects - \$824,336 per tonne ePM_{2.5}
- Human Health Toxicity Effects - \$466 per tonne eT
- Human Health Carcinogenicity Effects - \$3,328 per tonne eB
- Waterways Eutrophication - \$33,901 per tonne eN
- Acidification - \$559 per tonne SO₂
- Stratospheric Ozone Depletion - \$77,246 per tonne CFC-11
- Ground Level Smog Formation - \$332 per tonne O₃

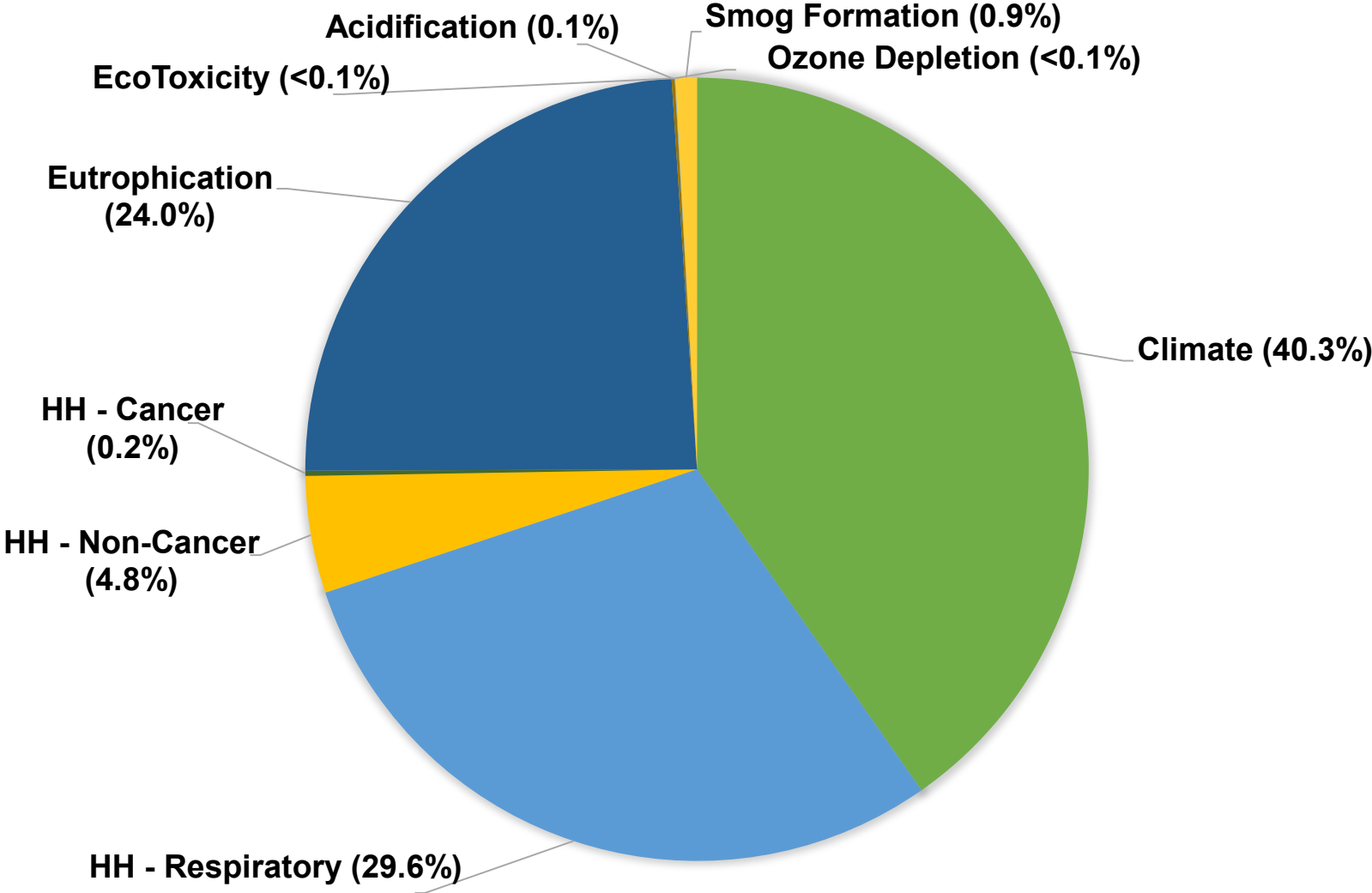
GHG Reductions & EEVs for Diverted Materials



Environmental Economic Value (EEV) of EOW

Environmental Impact	Pollution Indicator Substance	Midpoint Economic Cost of Pollution per tonne (CDN \$)	Curbside Only - Pollution Decreases	Curbside Only - Value of Decreases (CDN \$)	Curbside Only – Per Cent of Total Benefit
Climate Change	eCO ₂	\$288.35	18,413.92	\$5,309,772	40.3%
Human Health - Respiratory	ePM _{2.5}	\$824,335.45	4.73	\$3,902,718	29.6%
Human Health – Non-Carcinogenic	eT	\$465.81	1,366.97	\$636,746	4.8%
Human Health – Carcinogenic	eB	\$3,328.67	8.39	\$27,913	0.2%
Eutrophication	eN	\$33,900.36	93.39	\$3,165,898	24.0%
Acidification	eSO ₂	\$558.97	29.88	\$16,701	0.1%
Ecosystems Toxicity	e2,4-D	\$5,681.36	0.04	\$250	<0.1%
Ozone Depletion	eCFC-11	\$77,246.25	0.05	\$3,611	<0.1%
Smog Formation	eO ₃	\$332.05	348.67	\$116,010	0.9%
Overall Total Benefit	N/A	N/A	N/A	\$13,179,620	100.0%

Environmental Impact Shares of Total EEV



Questions?



Administration

Office of the Regional Clerk

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

Telephone: 905-685-4225 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

January 21, 2022

CL 2-2022, January 20, 2022**PEDC 1-2022, January 12, 2022****PDS 2-2022, January 12, 2022****LOCAL AREA MUNICIPALITIES****SENT ELECTRONICALLY**Niagara Official Plan: Proposed Draft for Consultation

PDS 2-2022

Regional Council, at its meeting held on January 20, 2022, passed the following recommendation of its Planning and Economic Development Committee:

That Report PDS 2-2022, dated January 12, 2022, respecting Niagara Official Plan: Proposed Draft for Consultation, **BE RECEIVED** for information, and **BE CIRCULATED** to the local area municipalities.

A copy of PDS 2-2022 is enclosed for your reference.

Yours truly,

A handwritten signature in black ink, appearing to read "Ann-Marie Norio".

Ann-Marie Norio

Regional Clerk

:cv

CLK-C 2022-008

cc:

M. Sergi, Commissioner, Planning and Development Services

N. Oakes, Executive Assistant, Planning and Development Services

D. Heyworth, Official Plan Policy Consultant

Subject: Niagara Official Plan: Proposed Draft for Consultation

Report to: Planning and Economic Development Committee

Report date: Wednesday, January 12, 2022

Recommendations

1. That Report PDS 2-2022, **BE RECEIVED** for information regarding the proposed draft consolidated Niagara Official Plan for consultation.
2. That the draft Niagara Official Plan **BE CIRCULATED** to the area municipalities.

Key Facts

- The purpose of this report is to inform Council that a draft consolidated Niagara Official Plan (NOP) has been made available on the website for public and agency review and comment.
- This report outlines the contents of the NOP including resource, regional structure, transportation, infrastructure, and climate action policies. In addition, it highlights ongoing consultation, including open house webinars in January.
- The Natural Environment System (NES) mapping was made available online for public, local municipalities and agencies to comment on in early January. The NES policies and mapping have been included in the draft NOP. Adjustments will be made as necessary.
- Comments on the proposed settlement area boundary expansion areas are requested by February 7th, 2022. The draft settlement area boundary expansions have been included in the draft NOP and adjustments will be made as necessary.
- The statutory public meeting for the NOP will be scheduled in early Spring.
- Following the public meeting and input received, a final version of the NOP will be brought to Council for consideration. The deadline for submitting the Regional Official Plan to the Province is July 1, 2022.

Financial Considerations

There are no financial considerations directly related to this report. Council approved the resources to complete the Niagara Official Plan (“NOP”) over a five year period as part of the 2017 Budget Process.

The growth forecasts associated with the NOP inform the Niagara 2051 initiatives, guiding updates to the Water and Wastewater Master Servicing Plan (“MSP”), Transportation Master Plan (“TMP”) and Development Charges Study (“DCS”). These key master plans and studies identify growth related projects to be undertaken and identify related capital costs to ensure financial responsibility and accountability are appropriately placed and maintained.

Analysis

Proposed Consolidated Draft Niagara Official Plan

A draft consolidated NOP has been prepared and made available for formal public and agency circulation, which can be viewed by accessing:

[New Niagara Official Plan Website](https://www.niagararegion.ca/official-plan/) (<https://www.niagararegion.ca/official-plan/>)

The draft NOP policies are built on the following Pillar Statements:

EXCEPTIONAL development and communities - Well planned, high quality development in appropriate locations that improves our communities, while protecting what is valuable.

DIVERSE housing types, jobs and population - A wide mix of housing types and employment opportunities that attract diverse populations to Niagara across all ages, incomes and backgrounds.

THRIVING agriculture and tourism - A prosperous agricultural industry and world-class tourism opportunities that grow our economy and elevate the Niagara experience.

RESILIENT urban and natural areas - Areas rich in biodiversity that mitigate and adapt to climate change while strengthening Niagara’s ability to recover from extreme weather events.

Taking the Pillar Statements, consultation, and background work to date in to account, the NOP aims to:

- address provincial policy conformity, matters of Regional interest and provide policy support to the local municipalities;
- guide planning at a Regional level while assisting local municipalities with managing growth pressures including policies that support the protection of established neighbourhoods and varying intensification rates across municipalities;

- prioritize climate change throughout the Plan to achieve sustainable and resilient communities;
- improve mapping and policies to protect the natural features and water resources of the natural environment system;
- support a diverse range of housing types and sufficient housing supply to address affordability and market demand; and
- identify areas to protect for long term investment in employment uses.

The draft NOP incorporates revisions to draft policy sets previously released for comment. These draft policy sets included an Introduction, Growth Allocations and Land Needs, Regional Structure, Employment Areas, Housing, Transportation, Infrastructure, District and Secondary Plans, Urban Design, Agriculture, Aggregates, Source Water Protection, Excess Soils, Petroleum Resources and Performance Indicators and Monitoring. Policies and mapping for the NES were provided in December and have been incorporated into the draft NOP.

In addition to the above, the draft NOP also includes draft policies related to:

- climate change;
- watershed planning;
- Niagara Escarpment Plan;
- cultural heritage and archaeological resource;
- open space and trails;
- economic prosperity;
- site specific policy areas developed in consultation with local planning staff; and
- implementation which includes policies on consultation and First Nations engagement.

The settlement area boundaries shown on various schedules of the NOP incorporate the proposed changes outlined in Reports PDS 41-2021 and PDS 42-2021. The expansion areas subject to the SABR review are flagged on all Schedules as “draft for consultation”.

While the proposed draft consolidated NOP can be found at the above link, Appendix 1 provides the Table of Contents for the draft policy Chapters, Sections, Schedules, Glossary of Terms and Appendices.

Background

The NOP is a strategic long range planning document that sets the vision for the Region and guides how we will grow and develop over the next 30 years. The proposed plan preserves what's important, while permitting growth for a future generation of businesses and residents.

The requirements for an Official Plan are set out in the Planning Act. Additionally, the NOP must be consistent with the *Provincial Policy Statement (2020)*, conform with the Growth Plan, the Greenbelt Plan and not conflict with the Niagara Escarpment Plan. Decisions of Council and advice from staff must also meet these requirements. After Regional Council passes the NOP, it is sent to the Province for approval. There are no appeals to the Province's decision on the Official Plan.

Once the NOP is approved, local municipalities must undergo a local exercise to conform to the NOP by updating their local Official Plans. This process is to be guided by Provincial and Regional policy and is intended address local planning matters and circumstances. Local planning departments are already starting to plan for this undertaking.

The NOP will be monitored for what is and isn't working. The Region seeks to be flexible and adapt to changes when necessary. Policies will be reviewed at regular intervals to ensure Regional and local interests are aligned and that growth planning is monitored to determine if changes should be advanced.

Development of the NOP

The NOP work has been informed by several background studies/work including: land needs and growth allocations, housing strategy, regional structure, employment lands strategy, natural environment and watershed planning, climate change discussion paper.

The background work for the Official Plan was informed by significant amounts of consultation, including comments from the general public; stakeholder groups; local Councils; First Nations, Indigenous groups; local municipal planners; local planning workshops, and meetings with the Planning Advisory Committee.

Up to April 2021, the Planning and Economic Development Committee had been informed by 35 Administrative Reports on the Niagara Official Plan. These reports and

presentations provided updates on the work program, individual sections of the Plan, and consultation.

The Joint Consolidated May Report (PDS 17-2021) provided draft policies on numerous sections of the Official Plan highlighting the interconnectivity of policy. The draft policies were made available for review and comment. PDS 17-2021 included draft policies on growth allocations, regional structure, housing, transportation, infrastructure, district and secondary plans, urban design, agriculture and aggregates. The Report also provided updates on the development of the other policy sections of NOP.

Report PDS 32-2021, in August, provided an update on the NOP and draft policy on source water protection; excess soils; petroleum and mineral resources; and performance indicators and monitoring. In addition, Report PDS 33-2021, provided an update on revised land needs and Settlement Area Boundary Review to continue to move the growth management work forward.

In September, Report PDS 36-2021, outlined responses to consultation received on draft Niagara Official Plan (NOP) policies included in the Joint Consolidated Draft Report PDS 17-2021 and introduced a draft NOP Introduction Chapter for comment.

Report PDS 39-2021, in November, provided recommendations relative to Employment Area conversations. The recommendation to not support conversion requests was approved.

On December 1st the Committee of the Whole considered Report PDS 08-2021. The Report provided mapping and policy associated with options 3B and 3C for a Natural Environment System. The Committee selected Option 3C. The mapping and policies for Option 3C have been incorporated in to the proposed draft consolidated NOP for formal comment. Early in January, NES mapping will be available online for public comment and urban property owners notified.

On December 8th, the Planning and Economic Development Committee (PEDC) considered Reports PDS 41-2021 Settlement Area Boundary Review-Urban Recommendations and PDS 42-2021 Settlement Area Boundary Review-Rural Recommendations. Together these reports provide Regional Planning staff's proposed changes to settlement boundaries in urban areas and hamlets. The changes consist of expansions, boundary rationalizations and technical adjustments.

The proposed changes to the Settlement Area Boundaries were assessed using planning criteria that was presented in a report to PEDC/Regional Council in May 2021. The proposed boundary changes have been discussed with local planning departments. All property owners who submitted requests for expansions have been contacted, advised of the status of their expansion request and offered an opportunity to meet. Comments on the proposed expansion areas will be received up to February 7th, 2022. The expansion areas subject to the SABR review are flagged on all Schedules as “draft for consultation”.

The Path Forward To Adoption

There will be significant opportunities for input on the proposed consolidated draft Official Plan. Changes can be made. Notice will be provided to the public, stakeholders, those who have registered for notification, prescribed agencies, and indigenous groups.

The following schedule below identifies opportunities to provide input on the NOP:

1. 2022 Schedule

January

- a consolidated draft Niagara Official Plan has been made available for public and agency circulation in January
- a zoom open house will be held on settlement area boundary expansions –January 26, 2022

February

- an open house on the Natural Environment System will be held –February 10, 2022
- a zoom webinar will be held for owners of property in the urban area with newly mapped environmental features (non-provincially identified) to ask questions – February 17, 2022
- a zoom Open House will be held on the Niagara Official Plan – February 24, 2022

Niagara Official Plan Final Steps

- a formal statutory public meeting for the Niagara Official Plan will be held in early Spring.

- a report will be presented to PEDC/Council for adoption subject to the time required addressing final comments raised through consultation.
- the deadline for submitting the Regional Official Plan to the Province is July 1, 2022

In addition to the above, as indicated in Report PDS 36-2021, staff will contact property owners directly relative to the following:

- where lands will be changed by the Region from Rural to Agricultural unless the properties are already designated or zoned Rural; and,
- A Regionally identified feature in the Natural Environment System in the urban area.

In addition to the above, meetings have been established with Area Planners in January and February to assist with the review of the Chapters of the NOP. Meeting with agencies such as the Niagara Peninsula Conservation Authority and stakeholder groups will also take place.

Alternatives Reviewed

This report is for information purposes and there will be significant opportunities for further consultation.

There has been significant consultation at all stages of the development of the NOP.

There can be more than one good planning approach to achieve the policies and objectives set out in the NOP. Consultation to date has identified a variety of competing interests. The NOP works to strike a balance between these interests to ensure the social and economic health of our communities.

There will be further consultation on the proposed draft Official Plan and opportunity for revisions that are considered good planning and inconformity with provincial policy, during the process.

Relationship to Council Strategic Priorities

The Niagara Official Plan supports the following Council Strategic Priorities:

- **Supporting Business and Economic Growth:** Through long range planning for the supply and retention of a broad range of community and employment lands that

offer community related employment and industrial employment opportunities to attract and support economic wellbeing;

- **Healthy and Vibrant Community:** Through planning for safe, healthy neighbourhoods that are attractive, inclusive and connected, based on complete community principles and design;
- **Responsible Growth and Infrastructure Planning:** Through coordinated, efficient use of existing infrastructure and optimizing planned infrastructure that will service the communities of Niagara and facilitate movement of people and goods; and
- **Sustainable and Engaging Government:** Through planned growth that is fiscally sustainable and fosters strong, successful relationships between all levels of government in the supply of services and infrastructure.

Other Pertinent Reports

PDS 40-2016	Regional Official Plan Update
PDS 41-2017	New Official Plan Structure and Framework
PDS 3-2018	New Official Plan Update
PDS 6-2018	Natural Environment Project Initiation Report
PDS 18-2018	Natural Environment – Project Framework
PDS 9-2019	New Official Plan Consultation Timeline Framework
PDS 10-2019	Update on Natural Environment Work Program – New Regional Official Plan
CWCD 122-2019	Agricultural and Environmental Groups – Draft Stakeholder Lists
CWCD 150-2019	Update on Official Plan Consultations – Spring 2019
CWCD 179-2019	Notice of Public Information Centres – Natural Environment Work Program, New Regional Official Plan
CWCD 271-2019	Update on Consultation for New Official Plan
PDS 32-2019	Natural Environment Work Program – Phases 2 & 3: Mapping and Watershed Planning Discussion Papers and Comprehensive Background Study
PDS 1-2020	New Niagara Official Plan – Public Consultation Summary
PDS 3-2020	Ecological Land Classification Mapping Update
PDS 9-2020	Niagara Official Plan – Consultation Details and Revised Framework
CWCD 153-2020	Natural Environment Work Program Update – New Niagara

	Official Plan
PDS 26-2020	Natural Environment Work Program – Phase 4: Identification and Evaluation of Options
CWCD 314-2020	Update Natural Environment Work Program
PDS 35-2020	Niagara Official Plan Consultation Update
PDS 4-2021	Niagara Official Plan – Steps and Direction Moving Forward
PDS 1-2021	Natural Environment Work Program – 2nd Point of Engagement
CWCD 2021-70	Mapping and Data for Natural Environment Options
PDS 17-2021	Niagara Official Plan Consolidated Policy Report
PDS 30-2021	Niagara Watershed Plan – Draft for Consultation
PDS 32-2021	Update on Niagara Official Plan - Further Draft Policy Development
PDS 36-2021	Consultation Response and Further Policy Development
PDS 39-2021	Niagara Official Plan: Employment Area Conversion Recommendations
PDS 8-2021	Niagara Official Plan: Natural Environment System
PDS 41-2021	Settlement Area Boundary Review - Urban Recommendations
PDS 42-2021	Settlement Area Boundary Review - Rural Recommendations

Prepared by:

Dave Heyworth
Official Plan Policy Consultant
Planning and Development

Recommended by:

Michelle Sergi, MCIP, RPP
Commissioner
Planning and Development Services

Submitted by:

Ron Tripp, P.Eng.
Chief Administrative Officer

This report was prepared in consultation with Isaiah Banach, Manager of Long Range Planning and Erik Acs, Manager of Community Planning and reviewed by Doug Giles, Director of Long Range and Community Planning.

Appendices

Appendix 1 Table of Comments - Proposed Draft Consolidated NOP

Draft Niagara Official Plan – Table of Contents

Chapter 1 – Making Our Mark.....	1
1.1 Overview- Niagara Past, Present and Future.....	1-3
1.2 Planning Context.....	1-4
1.3 How to Read the Plan	1-5
1.4 Organization of the Niagara Official Plan	1-7
Chapter 2 – Growing Region	2
2.1 Forecasted Growth.....	2-2
2.2 Complete Communities.....	2-5
2.3 Housing.....	2-18
Chapter 3 – Sustainable Region.....	3
3.1 The Natural Environment System	3-2
3.2 Watershed Planning.....	3-3
3.3 Source Water Protection	3-4
3.4 Stewardship	3-10
3.5 Climate Change	3-11
3.6 Niagara Escarpment Plan Area.....	3-18
3.7 Excess Soil Management.....	3-21
Chapter 4 – Competitive Region	4
4.1 The Agricultural System.....	4-2
4.2 Employment Uses.....	4-19
4.3 Mineral Aggregate Resources.....	4-34
4.4 Petroleum and Mineral Resources.....	4-52
4.5 Economic Prosperity	4-54
Chapter 5 – Connected Region	5
5.1 Transportation	5-2
5.2 Infrastructure.....	5-30
5.3 Public Spaces, Recreation, Parks, Trails and Open Space	5-50
Chapter 6 – Vibrant Region	6
6.1 District Plans and Secondary Plans	6-2
6.2 Urban Design	6-12

6.3 Archaeology	6-19
6.4 Cultural Heritage	6-26
Chapter 7 – Implementation	7
7.1 Roles and Responsibilities	7-4
7.2 How to Read and Interpret the Plan	7-5
7.3 The Niagara Official Plan	7-8
7.4 Local Official Plan Conformity	7-10
7.5 Implementation Tools	7-12
7.6 Performance Indicators and Monitoring	7-15
7.7 Phasing	7-18
7.8 Healthy Communities	7-20
7.9 Regional Official Plan Amendment Application Process	7-21
7.10 Financial Sustainability Tools	7-30
7.11 Consultation and Engagement	7-31
7.12 Indigenous Engagement	7-34
7.13 General Implementation Policies	7-36
Chapter 8 – Site Specific Policies	8
8.1 Site Specific Policies Applicable Region Wide	8-2
8.2 Site Specific Policies for Urban Expansion Areas	8-3
8.3 Site Specific Policies by Municipality	8-5
Chapter 9 – Glossary of Terms	9
Chapter 10 – Schedules	10
Schedule A – Local Municipalities	10-1
Schedule B – Regional Structure	10-2
Schedule C1 – Natural Environment System Overlay & Provincial Natural Heritage Systems	10-3
Schedule C2 – Natural Environment System Overlay – Individual Components and Features	10-4
Schedule C3 – Hydrologic Areas Overlay	10-5
Schedule D1 – Tertiary Watersheds	10-6
Schedule D2 – Quaternary Watersheds	10-7
Schedule E – Source Water Protection Areas	10-8
Schedule F – Agricultural Land Base	10-9

Schedule G – Employment Areas	10-10
Schedule H1 – Known Deposits of Mineral Aggregate Resources – Sand and Gravel	10-11
Schedule H2 – Known Deposits of Mineral Aggregate Resources – Bedrock	10-12
Schedule H3 – Mineral Aggregate Operations in the Region.....	10-13
Schedule I – Petroleum Pools	10-14
Schedule J1 – Transportation Infrastructure	10-15
Schedule J2 – Planned Corridors	10-16
Schedule J3 – Strategic Cycling Network	10-17
Schedule K – Areas of Archaeological Potential	10-18
Chapter 11 – Appendices	11
Appendix 1 – Agricultural Hydrology Infrastructure and Major Source Areas.....	11-1
Appendix 2 – Urban Expansion Areas and Future Employment Areas.....	11-2
Appendix 3 – Employment Land Conversion Criteria Guideline.....	11-3

December 22, 2021

VIA EMAIL

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

Dear Honourable Doug Ford,

Re: Motion Against Quebec's Bill 21

At its Regular Meeting of Council held on December 21st, 2021, the Town of Bradford West Gwillimbury Council approved the following resolution regarding the Province of Quebec's Bill 21.

Resolution 2021-424 Scott/Sandhu

WHEREAS Quebec's Bill 21 unfairly discriminates against public-sector workers by directly infringing on their freedom of religion and freedom of expression rights as enshrined into law by the Canadian Charter of Rights and Freedoms;

WHEREAS Bradford West Gwillimbury is a growing community that is proud of its diversity and diligently working to tear down barriers, advance anti-racism work and foster an inclusive community;

WHEREAS municipalities across Ontario are passing motions condemning Bill 21;

AND WHEREAS the Ontario Legislature unanimously passed a motion in 2019 stating: "Ontario and its government shall oppose any law that would seek to restrict or limit the religious freedoms of our citizens; and, that Ontario's Legislature affirms that we value our diversity and assert that we shall promote and protect free expression and the rights of religious minorities, consistent with the Charter of Rights and Freedoms";

THEREFORE BE IT RESOLVED that the Town of Bradford West Gwillimbury Council declares its opposition to Bill 21 and supports efforts to see this discriminatory law overturned; and

THAT a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Francois Legault, Premier of Quebec, the Honourable Caroline Mulroney, MPP York-Simcoe, Scot Davidson, MP York-Simcoe, the Association of Municipalities of Ontario, and all other municipalities in Ontario.
CARRIED.

Thank you for your consideration of this request.

Regards,



Tara Reynolds
Deputy Clerk, Town of Bradford West Gwillimbury
(905) 775-5366 Ext 1104
treynolds@townofbwg.com

CC: Hon. Francois Legault, Premier of Quebec
Hon. Caroline Mulroney, MPP York-Simcoe
Scot Davidson, MP York-Simcoe
The Association of Municipalities of Ontario
All Municipalities in Ontario



January 28, 2022

Association of Municipalities of Ontario (AMO)

Sent via email: policy@amo.on.ca

To whom it may concern:

Please be advised that the Council of the Corporation of the City of Brantford adopted the following resolution at its City Council meeting held on January 25, 2022:

12.5.2 Addressing the Revolving Door of Justice – Accountability for Sureties and Swift Justice – Resolution

WHEREAS the City of Brantford has experienced a substantial increase in criminal activity leaving residents fearful for their personal safety and losing confidence in the criminal justice system; and

WHEREAS the City of Brantford strives to create vibrant, safe, livable neighbourhoods in its community; and

WHEREAS concerns continue to be raised by businesses, the post-secondary institutions in the downtown area and their student bodies, neighbourhood associations, citizens and others; and

WHEREAS bringing matters related to criminal charges more expeditiously through the court system will create a greater deterrence to such behaviour, and therefore improve the safety and security of citizens in this community; and

WHEREAS each year a significant sum of surety money is forfeited further to breaches of the conditions of judicial interim release orders ("bail"); however, the necessary steps are not taken to collect this forfeited money, thus leaving a substantial financial resource unavailable;

NOW THEREFORE BE IT RESOLVED:

- A. THAT Kevin Davis, Mayor of the City of Brantford, on behalf of the Council of The Corporation of the City of Brantford, correspond with the Honourable Prabmeet Sarkaria, President of the Treasury Board and the Honourable Doug Downie, Attorney General of Ontario, insisting that steps be taken immediately by the government to:

- i. provide additional judicial resources dedicated to Brantford to allow for matters to move as expeditiously through the court system as possible; and
 - ii. provide such additional space and/or technological resources for the local court to ensure there is adequate space and technological resources to most efficiently address the significant local caseload and consequently decrease the time a matter takes to be fully resolved; and
 - iii. dedicate the required resources to collect the forfeited surety monies and reinvest that money back into the provincial judicial system; and
- B. THAT the City Clerk BE DIRECTED to forward a copy of this resolution to the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM), Ontario Big City Mayors (OBCM) and the list of other Ontario Municipalities with a request that those municipalities pass similar resolutions; and
- C. THAT the City Solicitor BE DIRECTED to send the letter referenced in Clause A to Brant County, the Six Nations of the Grand River and the Mississaugas of the Credit First Nation to determine if they are willing to be signatories to the letter.

I trust this information is of assistance.

Yours truly,



Tanya Daniels
City Clerk
tdaniels@brantford.ca

cc All Ontario municipalities
Ontario Big City Mayors (OBCM)
Federation of Canadian Municipalities (FCM)



The TOWNSHIP of
NORTH DUMFRIES

2958 Greenfield Road
PO Box 1060
Ayr, ON N0B 1E0

December 14, 2021

RE: Resolution related to Regional Governance Review Report

Attention: Doug Ford, Premier of Ontario

This letter is to advise you that the Township of North Dumfries Council, at their Regular Council Meeting held on November 22, 2021 adopted the following resolution:

“THAT Report CLK-23-2021 be received;

WHEREAS in 2018 the Ontario Government announced it would appoint two special advisors to review eight regional municipalities, Simcoe County, and their lower-tier municipalities to ensure that the upper and lower-tier municipalities in these geographic areas are efficient and accountable to their residents and business; and,

WHEREAS in 2019 the Minister of Municipal Affairs and Housing received the complete report from the special advisors; and,

WHEREAS in October 2019, the Minister announced the regional review was complete, and made available \$143 million to municipalities to help them lower costs and improve services for local residents; and further,

WHEREAS the Ontario Government has declined to make the final regional review report available to the public;

THEREFORE BE IT RESOLVED that the Ontario Government be urged to release the final report to the public in order for municipalities to make informed decisions regarding service delivery improvements;

BE IT FURTHER RESOLVED that if the Ontario Government does not wish to release the full and complete report, that specific recommendations and comments contained in the final report be provided to those municipalities affected;

BE IT FINALLY RESOLVED that this resolution be forwarded to the Honourable Premier of Ontario; Minister of Municipal Affairs and Housing; the Association of Municipalities of Ontario; the Local Members of Provincial Parliament; and, to the eight regional municipalities, Simcoe County, and their lower-tier municipalities included in the regional review.

Please contact the undersigned should you require anything further.

Sincerely,

A handwritten signature in blue ink, reading "Ashley Sage", enclosed in a thin black rectangular border.

Ashley Sage, Clerk
Township of North Dumfries

cc. Minister of Municipal Affairs and Housing; the Association of Municipalities of Ontario; the Local Members of Provincial Parliament; and, to the eight regional municipalities, Simcoe County, and their lower-tier municipalities included in the regional review

5474 Firelane 22 Sherkston

Hello, our names are Heather MacDougald and Ron Baarda, We are in the final phase of completing our construction on our property at 5474 Firelane 22.

With the assistance of Port Colborne Planner, Shannon Larocque, we completed a variance request application that was submitted to the planning department Aug 2017. The application form included a 10% accessory lot coverage, which we arrived at with Ms. Larocque's recommendation to allow for the construction of the proposed accessory building and future builds. She advised us that the 10% was sufficient so that we would not have to apply for any further variances. Ms Larocque advised us that it would not be necessary to include another site plan with proposed structures showing the 10% coverage as she would be working with us on the submission to the Committee of Adjustment (CoA).

The variance application went before the CoA Sept 14 2017 with the accessory lot coverage reduced from 10% on our application to 5.8. We had not been consulted on this reduction, nor advised of the reduced accessory lot coverage prior to the application being considered by the CoA. We were never informed that Ms Larocque was no longer with the City and another City staff member had taken over and changed the applications # 10 - The nature and relief of the zoning bylaw. On the evening of the CoA meeting, we were informed that there was no planner coming to the meeting and that Heather Mahon would be the only staff member in attendance. This was when we heard that Ms. Larocque was no longer employed by the City. We did not receive any revised copy of our application and we were not contacted by any City staff to inform us that our application was not going to be as submitted with a 10% accessory lot coverage as per our application.

After our minor variance was approved, by the CoA we believed that we were approved for what we had applied for. Through our inexperience in percentages and in these types of applications we honestly did not understand to what extent going from our requested 10% to 5.8% would impact our plans and is affecting us.

We applied for a storage shed building permit on Nov 28, 2021 and received an email on Jan 13 2022, that we would require another minor variance to construct this building. This came as a complete surprise to us as we believed that ample accessory lot coverage existed in the approved variance for our new proposed build. It wasn't until discussions with Chris Roome, City Planner that we finally realized how the 10% reduction to 5.8% accessory lot coverage was going to affect us moving forward.

We believe that in Ms. Larocques absence, the original site plan was reviewed prior to the CoA meeting, by the City's planning staff and the accessory lot coverage was calculated to be 5.8% and thus the 10% was reduced to reflect the site drawing. We also believe that the calculation performed by the City's planning staff at this time have a rounding error of 0.08% to the approved 5.8% accessory lot coverage. This would have resulted in an accessory lot coverage of 5.88%. When rounded it should be 6%. This represents an increase of 0.12% or 1.9 meters squared which is minor considering the total lot area is of 1579.4 meters square. We need to have approval for accessory lot coverage of 5.95% which rounded is 6% for the last proposed building of our plans. We understand and appreciate that this would require the submission of another variance application for the CoA to consider. We are prepared to do this; however, we do not think it is fair for us to be charged again when the original variance request more than covered future builds. If the variance application value for the accessory lot coverage had been left at 10% as recommended by Ms Larocque, then a second variance application would not be required.

We are seeking Council's approval for the waving of fees to obtain the minor variance related to the accessory lot coverage of 5.95% rounded to 6%. We will also be seeking a waving of fees from the region.

We believe our request is not unreasonable after having paid the fees once, and having to prepare for another CoA meeting for an amount that is minor in nature. The cost is significant to us but insignificant to the City. Our building permit application was submitted in November 2021. This is causing an unforeseen delay in our construction plan and an added risk of price increases.

It has been suggested to alter the size of our building but we have poured our concrete pad with infloor heat. On Sept 3 2021 Building Inspector, Jon Taylor was on site for a visit to our neighbor`s property and we asked him at that time if we were able to proceed with the pouring of concrete. Jon Taylor was in approval of pouring but said to submit a building permit application when we were ready.

At this point we are ready to give up as this is causing too much stress. We fully understand now how our error in not appealing the 10% needlessly reduced to 5.8% is affecting us. We believed at the time that if we appealed it we would have to go through the process again which we could have lost.

Thank you

Our total lot area is 17000 ft² which equals 1579.35 m² rounded to 1579.4 m²

The shed that was proposed and is now existing is 19' 4" x 32' = 618.56 ft² by a calculation of 19.33 x 32 = 618.56 ft² which equals 57.46 m²

The site plan also included 3 other proposed or existing buildings. Being a 10' x 16' proposed building = 160 ft² which equals 14.86 m². Also an outhouse 5' x 5' = 25 ft² which equals 2.3 m². also an existing shed 12' x 16' = 192 ft² which equals 17.83 m²

The aggregate of the site plan is 57.46 + 14.86 + 2.3 + 17.83 = 92.45 m² which is between 5.85 and 5.86% rounded should be 5.9%. So we believe the intent of the Bylaw is rounded numbers I.E. 3% 4% 5% 6% etc. so the calculations should have been rounded to 6% as per the intent of the Bylaw.

Now we go to the aerial view that shows what was existing on our property 5474 Firelane 22 at the time of our variance. 2 sheds = 10' x 18' = 180 ft² which equals 16.72 m² and a cement pad 16' x 32' = 512 ft² which equals 47.56 m². The aggregate of existing and proposed now equal 92.45 + 16.72 + 47.56 = 156.73 m² = 9.9% rounded to 10%. This is why our application for the variance was for 10%.

Because of Ms.Larocque's departure from the City the 10% was reduced to 5.8% without informing or consulting us. Because our application was not completed by Ms.Larocque but by another staff member the true scope of what existed on our property was not followed.

Right-of-Way _____
Water Access _____
Private Road _____

7. What type of WATER SUPPLY is proposed?
Publicly owned and operated piped water supply _____
Lake _____
Well (private or communal) ☒ _____
Other (specify) _____

8. What type of SEWAGE DISPOSAL is proposed?
Publicly owned and operated sanitary sewage system _____
Septic system (private or communal) Holding tank.
Other (specify) _____

9. What type of STORMWATER DISPOSAL is proposed? (Check appropriate space)
Publicly owned and operated stormwater system N/A
Other (specify) _____

10. NATURE AND EXTENT OF RELIEF FROM THE ZONING BY-LAW:

- maximum height of 7.62 metres
- maximum overall lot coverage 14%
- maximum ^{accessory} ~~overall~~ lot coverage of 10%

- 10.1 Does the structure(s) pertaining to the application for Minor Variance already exist and has a building permit been issued?

Yes _____ No ☒

11. WHY IS IT NOT POSSIBLE TO COMPLY WITH THE PROVISIONS OF THE ZONING BY-LAW:

- extra height required to store, boats, bikes, recreational items.
- extra size required for storage.

12. DATE OF ACQUISITION of the land by the current owner:

July 15 2015

13. DATE OF CONSTRUCTION of all existing buildings and structures on the land:

Dwelling under construction



5474 Firelane 22 Minor Variance

1 message

Fri, Aug 4, 2017 at 3:55 PM

<planner@portcolborne.ca>
To: H MacD <heathershues@gmail.com>
Cc: heathermahon@portcolborne.ca

Hi Heather,

I reviewed the site plan and confirm that you need the following variances:

- Maximum height of 7.62 metres for the proposed 57.4m² storage shed where a maximum of 4.6 metres is permitted.
- Maximum overall lot coverage of 13.6% where 10% is permitted.
- Maximum accessory lot coverage of 10% in case your don't decide to enclose the patio where % is permitted.
-

Have a nice weekend!

Shannon Larocque, MCIP, RPP
Planner
Department of Planning & Development
City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Tel: (905) 835-2901 x202
Fax: (905) 835-2939

Working Smoke and Carbon Monoxide Alarms Save Lives



5474 Firelane 22 Building Permit

1 message

Chris Roome

<Chris.Roome@portcolborne.ca>

To: heathershues@gmail.com <heathershues@gmail.com>

Cc: Jacob Roy <Jacob.Roy@portcolborne.ca>

Fri, Jan 7, 2022 at 10:30 AM

Good Morning,

Planning staff has taken another look at your building permit and it has still been determined that a minor variance is required. We are aware that a minor variance was granted for 5.8% accessory lot coverage, however it has been determined that your proposal has requested 7.9% coverage. The proposed structure, the existing shed and the outhouse total a lot coverage of 124m^2 whereas 91.8m^2 (5.8%) is permitted.

You have the option of applying for another minor variance or can change the dimensions of



NOT INCLUDED ARE THE PROPOSED 10'x16' AND THE 5'x5' OUTHOUSE
 THE TOTAL BUILDINGS AND PROPOSED BUILDINGS = 1687FT² OR 156.7M²
 THESE AMOUNTS = 9.9% ROUNDED TO 10% ON OUR APPLICATION.
 THIS IS WHAT MS. LAROCQUE BASED OUR APPLICATION ON.



A meeting of the Board of Management of the Port Colborne Historical and Marine Museum was held November 21, 2021 at 7 p.m. at the L. R. Wilson Heritage Research Archives and Microsoft Teams.

Present via Microsoft Teams: Stephanie Powell Baswick, Michelle Mason, Councillor Eric Beauregard, Terry Huffman, John Maloney, Bonnie Johnston, Claudia Brema, Cheryl MacMillan, Bina Patel, Margaret Tanaszi, Arlene Lessard.

Present at the L.R. Wilson Heritage Archives: Abbey Stansfield, Brian Heaslip, Jeff Piniak

Regrets: Bert Murphy, Pam Koudjis.

Minutes:

Moved by: Cheryl MacMillan

Seconded by: Bonnie Johnston

To: Approve the minutes of the Board of Management from October 19, 2021 as corrected.

Motion carried.

Business Arising:

No report

Correspondence:

Abbey Stansfield reported that no new correspondence had been received.

Council Report:

No report.

Auxiliary Report:

Bonnie Johnston reported that Auxiliary members will be meeting to make biscuit mixture to be sold in Christmas packages. A package of biscuit mix and a teacup will be packaged and sold for \$10.

Bonnie also reported that there is an issue with moisture where the porch meets the side of the house and would like the building and property committee to look at it to see what needs to be done.

Friends of Roselawn Report:

Arlene Lessard reported that the Friends of Roselawn Centre released the newest edition of their newsletter.

There will be a Friends of Roselawn meeting in December.
Arlene also reported that the members are looking forward to the visionary session.



Finance Report:

Terry Huffman reported that the corporate donor drive has brought in \$5,210 in donations. An additional \$4500 has been received by donors for the Archives Advocate.

Directors Report:

Stephanie Powell Baswick reported that the capital and operating budgets for 2022 have been approved by council. Under this budget there is a new admin position that was approved, and staff will be spending a portion of time at Roselawn in 2022.

Curator Report:

Michelle Mason reported that the city plumber came and worked on the pipes at Arabella's, so they no longer must be turned off during the winter.

Michelle also reported that the Legion wreath that the Museum purchased was laid at the cenotaph on Remembrance Day.

The text and the images have been put in place for the Nigh exhibit which is due to open on December 5 for the Grand Old Christmas Festival.

Michelle also reported that the Poppy display was very well received by the public.

Membership Committee Report:

No report.

Building and Property Committee Report:

Brian Heaslip reported that he did a tour of Roselawn and was made aware of the work that must be done there. He returned with a group of volunteers to start the jobs that need to be done. He urges everyone on the board to look so that they are aware of where the building currently is prior to the visionary session. It needs to be cleaned up as much as possible. The first order of business is to remove the ramp that is no longer usable.

Marketing and Site Promotion Report:

No report

Programme Committee Report:

Cheryl MacMillan reported that on December 9, Abbey Stansfield will be giving a lecture on how Settlers of the past used their preserves in the Winter.

This year the Museum is hosting a scaled down Christmas event where we will be offering take home kits and the Nigh Exhibit will launch in the Carriage House.



Fundraising Committee Report

Corporate donor drive is going well and there has been a positive response from the community.

Stephanie Powell Baswick reported that we have received a grant from the Seniors Community Grant program. This position will be responsible for creating a volunteer manual and a community engagement exhibit.

Stephanie also reported that the Museum received notice that there had been a monetary bequest left to the Museum and that it would be released when the estate had been settled.

Policy Report:

Education and Interpretation policy was circulated to the board.

Moved by: Bina Patel

Seconded by: Cheryl MacMillan

To: Approve the revised Port Colborne Historical and Marine Museum Education and Interpretation policy.

After discussion, no vote was called, and the policy was deferred to 2022.

Accession Committee Report:

Terry Huffman reported that they had a meeting now that the moratorium has been lifted. Half the committee was able to meet in person and the other half on MS Teams. The committee will plan to meet again in the new year.

Heritage Committee:

It was reported that the student that had been designated to look at the Port Colborne Heritage buildings list was prioritized on the project specific to their grant, therefore, staff will have to take over the work for this project.

New Business:

Stephanie reported that the Roselawn visioning team has received the surveys that were circulated to the board. She is offering tours of Roselawn and board members can contact her for a time. CAO, Scott Luey, is going to act as facilitator for the visioning session. WEstream will video the event.

Motion to Adjourn: Cheryl MacMillan

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with 1703217 Ontario Inc. regarding 235-241 Welland Street LT 29E/S Welland St PL 843 Port Colborne

Whereas at its meeting of February 8, 2022, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Office Report No. 2022-18, Subject: Sale of 235-241 Welland Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with 1703217 Ontario Inc. for the sale of 235-241 Welland Street for the sale price of \$325,000; and

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

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with 1703217 Ontario Inc. for the sale of 235-241 Welland Street for the purchase price of \$325,000 with the Agreement attached hereto as Schedule "A".
2. That the Mayor, the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-Law.

Enacted and passed this 8th day of February, 2022.

William C. Steele
Mayor

Amber LaPointe
City Clerk



Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 2 day of December, 2021

BUYER: 1703217 Ontario Inc., agrees to purchase from
(Full legal names of all Buyers)

SELLER: The Corporation of the City of Port Colborne, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 235-241 Welland St.

fronting on the West side of

in the City of Port Colborne

and having a frontage of 95.03 Feet more or less by a depth of 184.46 Feet more or less

and legally described as

LT 29 E/S WELLAND ST PL 843 PORT COLBORNE ; PORT COLBORNE

(Legal description of land including easements not described elsewhere)

(the "property")

PURCHASE PRICE: Dollars (CDN\$) 325,000.00

Three Hundred Twenty-Five Thousand Dollars

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

Five Thousand Dollars (CDN\$) 5,000.00

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

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

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

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 6 on
(Seller/Buyer) (a.m./p.m.)
the 9 day of February, 2022, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the day of
See Schedule A, 20..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

DS

INITIALS OF SELLERS(S):



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

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

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

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. CHATTELS INCLUDED:
n/a

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

5. FIXTURES EXCLUDED:
n/a

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

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

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

INITIALS OF BUYER(S):

DS DS

INITIALS OF SELLER(S):



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- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 15day day of prior to close, 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (Mixed-use) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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

DocuSigned by: 1/26/2022
James Mason
(Witness) (Buyer/Authorized Signing Officer) 1703217 Ontario Inc. (Seal) (Date)
(Witness) (Buyer/Authorized Signing Officer) EB805DFE1C1463... (Seal) (Date) 1/26/2022

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

(Witness) (Seller/Authorized Signing Officer) City of Port Colborne (Seal) (Date)
(Witness) (Seller/Authorized Signing Officer) City of Port Colborne (Seal) (Date)

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

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

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

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage (Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage (Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

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

(Seller) City of Port Colborne (Date)
(Seller) City of Port Colborne (Date)
Address for Service
..... (Tel. No.)
Seller's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

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

(Buyer) 1703217 Ontario Inc. (Date)
(Buyer) (Date)
Address for Service
..... (Tel. No.)
Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



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Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

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

BUYER: 1703217 Ontario Inc., and

SELLER: The Corporation of the City of Port Colborne

for the purchase and sale of 235-241 Welland St. Port Colborne

ON L3K 1W8 dated the 2 day of December, 2021

Buyer agrees to pay the balance as follows:

COMPLETION DATE:

The parties agree that the completion date will be set at 30 days following the completion of the Conditional period.

DEPOSIT

The Buyer agrees to submit a deposit of five thousand dollars (\$5,000), within 48 hours of acceptance of this offer, or Award of contract to purchase, following successful review of the submission.

BALANCE OF PURCHASE PRICE

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

DUE DILIGENCE

This offer is conditional upon the Buyer completing due diligence investigation at the Buyer's expense regarding the subject property (including but not limited to lawyer / accountant approval, mortgage, inspection etc.). Unless the Buyer, in the Buyer's sole, absolute and unfettered discretion, gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule not later than 90 days from Acceptance of this agreement, that this/these condition is/are fulfilled this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This/these condition is/are included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

ASSIGNMENT

The Buyer shall not be entitled to assign this purchase agreement without the prior written consent of the Seller, which consent may be unreasonably withheld. Provided, however, the Buyer shall be entitled to assign this purchase agreement to an affiliate within the meaning of the Business Corporations Act (Ontario) upon delivery of an assumption agreement signed by the assignee to assume all of the obligations of the assignor under the purchase agreement as if it were an original signatory thereto. The Buyer shall not be released from any obligations hereunder upon any assignment of the purchase agreement.

Additional Viewings / Property Condition

The Buyer(s), its agents or employees shall be allowed to view the property at any time or times prior to closing for the purpose of financing, appraisal, insurance, estimates. The Seller(s) agree to maintain the property in the same condition as initially viewed by the buyers including but not limited to Snow removal, Lawn care / gardens / landscaping. The Seller(s) agree to leave the property in good condition, remove all items and or debris from the property not included in this agreement.

The parties hereto acknowledge that:

They have had the opportunity to consult with applicable professional advisers prior to signing this Agreement

ELECTRONIC SIGNATURES

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

DEPOSIT RETURNS

Deposit funds will be returned upon clearing verification by Deposit holders bank.

Typically 10 banking days for negotiable cheque and 3 banking days for certified cheque / Bank Draft.

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

INITIALS OF BUYER(S):

DS DS

INITIALS OF SELLERS(S):



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Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

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

BUYER: 1703217 Ontario Inc., and

SELLER: The Corporation of the City of Port Colborne

for the purchase and sale of 235-241 Welland St. Port Colborne

ON L3K 1W8 dated the 2 day of December 20..... 21

Buyer agrees to pay the balance as follows:

SELLER'S INFORMATION

The Seller covenants and agrees to provide, at the Seller's own expense, within 48 hours of acceptance of this Agreement:

A master authorization addressed to the Buyer, his authorized Agents, and/or any relevant governmental agency, authorities of the Real Property, and any other persons or firms whose services the Buyer requires in order that he may satisfy himself with respect to the operations, current and future uses of the Property, and further permitting the release by the Authorities for relevant information concerning same to the Buyer or his Solicitors. In addition this master authorization shall authorize the Buyer to conduct any inspections deemed necessary by the Buyer, provided such inspections are not conducted by Government Officials;

Provide intellectual property and rights related to the development of the property including but not limited to: existing survey, Phase 1 & 2 Environmental Site Assessment, any studies, architectural, engineering, design, planning, legal site plan, minor variance, zoning, and any other information, application or approval in regards to the property to the Buyer. The Seller agrees to allow the Buyer to make a planning application to the City of Port Colborne prior to completion.

The Buyer confirms that this Property is being sold on an "as is, where is" basis.

Provide true copies of any leases, subleases and Head Lease that affect the property for occupancy or property use which are in the Seller's possession or control, and which shall be assigned to the Buyer on closing as aforesaid.

The Buyer covenants that its development and construction of any improvements on the Property will be consistent with the Urban Design Guidelines prepared by Niagara Planning Group for 235-241 Welland Street, Port Colborne (Report 2021-288, Appendix . The Buyer confirms that it is committed to completion of the development within a reasonable time frame for this Property which is located in a strategic location in the City's downtown and East Village. The Buyer covenants to specifically obtain site plan approval within one year and to have a building permit issued within two years after taking title to the Property.

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

INITIALS OF BUYER(S):

DS
[Signature]

INITIALS OF SELLERS(S):

[Signature]



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The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into a Contract Agreement with
GM BluePlan Engineering Limited regarding Project 2021-39, Omer Area Private
Property Inflow Inspections, Education and Remediation Services

Whereas at its meeting of February 8, 2022, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Public Works Department Report No. 2022-23, Omer Area Private Property Inflow Inspections, Education and Remediation Services; and

Whereas Council is desirous of entering into a contract agreement with GM BluePlan Engineering Limited regarding Project 2021-39, Omer Area Private Property Inflow Inspections, Education and Remediation Services;

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

1. That The Corporation of the City of Port Colborne enter into a contract agreement with GM BluePlan Engineering Limited regarding Proposal 2021-39, Omer Area Private Property Inflow Inspections, Education and Remediation Services.
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 8th day of February, 2022.

William C. Steele
Mayor

Amber LaPointe
City Clerk

The Corporation of the City of Port Colborne

By-law No. _____

A By-law to Appoint a Deputy Clerk
(Nicole Rubli)

Whereas Subsection 228(1) of the *Municipal Act, 2001* (“the Act”) provides that a municipality shall appoint a clerk; and

Whereas Subsection 228(2) of the Act provides that a municipality may appoint a deputy clerk who shall have all the powers and duties of the clerk; and

Whereas the Council of The Corporation of the City of Port Colborne deems it expedient to appoint a Deputy Clerk;

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

1. That Nicole Rubli is hereby appointed Deputy Clerk for The Corporation of the City of Port Colborne, effective January 28, 2022.
2. That this by-law shall be repealed on the date that the appointee ceases to be an employee of the City of Port Colborne.
3. That this By-law shall come into force and take effect on the date of passing.

Enacted and passed this 8th day of February, 2022.

William C. Steele
Mayor

Amber LaPointe
City Clerk

The Corporation of the City of Port Colborne

By-Law No. _____

Being a by-law to adopt, ratify and confirm
the proceedings of the Council of The
Corporation of the City of Port Colborne at
its Regular Meeting of February 8, 2022

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 February 8, 2022 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 8th day of February, 2022.

William C. Steele
Mayor

Amber LaPointe
City Clerk