

City of Port Colborne Council Meeting Agenda

Date: Tuesday, May 24, 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-May 10, 2022 1
8. Staff Reports
 - 8.1. Port Colborne Historical and Marine Museum 2021 Annual Report, Department Update, 2022-114 14
 - 8.2. Bill 109: More Homes for Everyone Act, 2022, 2022-94 46
 - 8.3. Meadow Heights Subdivision Amending Agreement – Phase 2, Stage 2, 2022-115 51
 - 8.4. Hybrid Attendance Model at Meetings, 2022-116 119
 - 8.5. Holloway Bay Road Ownership Status, 2022-95 125
9. Correspondence Items

9.1.	City of Thorold - Bill 109 Response to Province's Housing Affordability Task Force	128
9.2.	Township of Cramahe - Bill 109 Response to Province's Housing Affordability Task Force	132
9.3.	Town of Rainy River - Connecting Link Program	134
9.4.	United Way Niagara - Period Promise Campaign	135
9.5.	Landscape Ontario Horticultural Trades Association - Proposed Development charges for Agriculture, Regional Municipality of Niagara	138
9.6.	Bluebelt and Grand River - A Treaty Restoration Project	139
10.	Presentations	
11.	Delegations	
	In order to speak at a Council meeting, individuals must register no later than 12 noon on the date of the scheduled meeting. To register, complete the online application at www.portcolborne.ca/delegation , email deputyclerk@portcolborne.ca or phone 905-835-2900, ext. 115.	
11.1.	Anton Plitko- Request to receive exemption from By-law# 5383/137/09 and relief from Recharge to Tax Account	142
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 Museum Board Minutes, April 20, 2022	147
20.	By-laws	

20.1.	By-law to authorize subdivision agreement between The City of Port Colborne and 1399908 Ontario Inc.	152
20.2.	By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne	215

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.	Chief Administrative Office Report 2022-107, A Proposed or Pending Acquisition or Disposition of Land by The Municipality or Local Board	
-------	--	--

22. Procedural Motions

23. Information items

24. Adjournment

City of Port Colborne Council Meeting Minutes

Date: Tuesday, May 10, 2022
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

Members Present: 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

Member(s) Absent: M. Bagu, Councillor

Staff Present: S. Luey, Chief Administrative Officer
B. Boles, Director of Corporate Services/Treasurer
C. Kalimootoo, Director of Public Works
S. Lawson, Fire Chief
S. Tufail, Acting Deputy Clerk (minutes)
N. Rubli, Acting City Clerk

1. Call to Order

Mayor Steele called the meeting to order at 6:30 p.m.

2. National Anthem

3. Land Acknowledgment

4. Proclamations

4.1 International Day Against Homophobia and Transphobia, May 17, 2022

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

That May 17th be proclaimed as the "International Day Against Homophobia and Transphobia" in the City of Port Colborne.

Carried

4.2 World Oceans Day 2022 and The Advancement of Ocean Conservation in Canada, June 8, 2022

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

That June 8th, 2022 be proclaimed as "World Oceans Day" in the City of Port Colborne.

Carried

4.3 Operation Smile - Longest Day of SMILES® - June 19, 2022

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

That June 19th, 2022 be proclaimed as the "Longest Day of SMILES" in the City of Port Colborne.

Carried

5. Adoption of Agenda

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

That the agenda dated May 10, 2022 be confirmed, as amended.

Carried

6. Disclosures of Interest

6.1 Councillor R. Bodner - Item 13 - Regional Councillor Butters Report - Agreement with Sherkston Shores for access to the Park for Hamlet Residents

The Councillor has declared a direct pecuniary interest as he has a business inside of Sherkston Shores Resort and was present during the 2018 Agreement negotiations.

6.2 Councillor E. Beauregard - Item 13 - Regional Councillor Butters Report - Agreement with Sherkston Shores for access to the Park for Hamlet Residents

The Councillor has an indirect pecuniary interest as he is employed by Upper Canada Consultants who represent Sherkston Shores Resort.

7. Approval of Minutes

7.1 Regular Meeting of Council-April 26, 2022

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

That the minutes of the regular meeting of Council, held on April 26, 2022, be approved as presented.

Carried

8. Staff Reports

Moved by Councillor A. Desmarais
Seconded by Councillor F. Danch

That items 8.1 to 8.3 be approved, and the recommendations contained therein be adopted.

Carried

8.1 Community Living 60th Anniversary Event, 2022-87

That Corporate Services Department Report 2022-87 be received; and

That Council approves the closure of Market Square for Community Living to host their 60th Anniversary event on Saturday, June 4, 2022, from 10:00 a.m. to 6:00 p.m.; and

That Council approves the waiver of the \$83.20 fee for the use of King George Park and access to hydro on Saturday, June 4, 2022.

8.2 Billing of the Fred and John Pietz Drain Maintenance, 2022-90

That Public Works Department Report 2022-90 be received; and

That the billing for the Fred and John Pietz Municipal Drains be invoiced in accordance with the *Drainage Act*, as outlined in Appendix A, B and C of Public Works Department Report 2022-90; and

That the By-law to Amend the Assessment Schedule and to Levy the Actual Costs Incurred for the Maintenance of Drainage Works Known as the Fred and John Pietz Municipal Drain be approved.

8.3 Billing of the Wignell Municipal Drain Maintenance, 2022-84

That Public Works Department Report 2022-84 be received; and

That the billing for the Wignell Municipal Drain be invoiced in accordance with the *Drainage Act*, as outlined in Appendix A of Public Works Department Report 2022-84; and

That the By-Law to Amend the Assessment Schedule and to Levy the Actual Costs Incurred for the Maintenance of Drainage Works Known as the Wignell Municipal Drain be approved.

9. Correspondence Items

Moved by Councillor A. Desmarais

Seconded by Councillor F. Danch

That items 9.1 to 9.8 be received for information.

Carried

9.1 Niagara Region - Proposed Niagara Official Plan

9.2 Niagara Region - Development Applications Monitoring Report - 2021 Year End

9.3 Niagara Region - 2021-Census Series: Population and Dwelling Counts

9.4 Niagara Region - 2021 Reserve Water and Wastewater Treatment Capacities

9.5 Town of Fort Erie - Climate Action Change

9.6 Niagara Peninsula Conservation Authority Board Meeting Highlights - April 22, 2022

9.7 Ministry of Environment, Conservation and Parks - Regulations and Policy under the Conservation Authorities Act

9.8 Ministry of Northern Development, Mines, Natural Resources and Forestry - Decision Notice - Proposed Regulation under the Aggregate Resources Act

10. Presentations

10.1 Clean Community, Community Safety And Enforcement and By-Law Enforcement Services-City of Port Colborne Municipal Presentation

The Fire Chief provided a presentation with respect to Clean Community and Community Safety as well as responded to questions received from Council.

Moved by Councillor E. Beauregard

Seconded by Councillor D. Kalailieff

That the Clean Community presentation be received.

Carried

10.2 Service Line Warranty Program and the City of Port Colborne-Service Line Warranties of Canada

Elise Dostal, Senior Manager, Service Line Warranties of Canada, provided a presentation in respect to the Service Line Warranty program and responded to questions received from Council.

Moved by Councillor R. Bodner

Seconded by Councillor H. Wells

That the Service Line Warranty Program presentation be received.

Carried

11. Delegations

11.1 Greg Poisson, Owner of Canalside Restaurant-Request for Relief from Pop-up Patio Guidelines

Mr. Poisson delegated before Council to request an exemption to the Pop-up Patio Guidelines to erect a patio for Canalside Restaurant on the grass land in front of the restaurant on the east side of West Street.

Moved by Councillor D. Kalailieff

Seconded by Councillor A. Desmarais

That the delegation from Mr. Greg Poisson, Owner of Canalside Restaurant be received;

That a one-year exemption be granted to the Pop-up Patio Guidelines for Canalside Restaurant, with the exception of Canal Days; and

That Staff be delegated the authority to administer the exemption requirements to the Pop-up Patio Guidelines for Canalside Restaurant.

Carried

11.2 Delegation material from Port Colborne Downtown B.I.A.-Support for Delegation

12. Mayor's Report

A copy of the Mayor's report is attached.

13. Regional Councillor's Report

Councillor R. Bodner declared a conflict on this item. (The Councillor has declared a direct pecuniary interest as he has a business inside of Sherkston Shores Resort and was present during the 2018 Agreement negotiations.)

Councillor E. Beauregard declared a conflict on this item. (The Councillor has an indirect pecuniary interest as he is employed by Upper Canada Consultants who represent Sherkston Shores Resort.)

Regional Councillor Butters provided an update to City Council.

Regional Councillor Butters raised a concern regarding changes to an access agreement with Sherkston Shores for the Hamlet residents to the park.

Moved by Councillor H. Wells

Seconded by Councillor F. Danch

That Staff be directed to obtain legal advice and interpretation of the 2018 Agreement and provide a legal position with regards to that;

That Staff contact former and current municipal representatives that were involved in establishing that agreement to provide input and historical perspectives on the Agreement for the intent; and

That City Staff approach Skerkston Shores Resort and request that entrance to the Park be allowed as it was in the past until the matter is resolved.

Carried

14. Staff Remarks

14.1 Service Requests (Luey)

The Chief Administrative Officer informed Council that additional summer staff will be available to respond to any service requests.

15. Councillors' Remarks

15.1 Speeding on Wellington Street (Desmarais)

In response to Councillor Desmarais' request to address the speeding issue on Wellington street, the Mayor confirmed that the request would be relayed to the Niagara Regional Police, Acting Staff Sergeant for Port Colborne.

15.2 Improvements of Marina Drive (Bruno)

Councillor Bruno expressed appreciation towards staff for the overall clean-up and various other improvements of Marina Drive.

15.3 Traffic Island maintenance on Killaly Street (Bruno)

In response to Councillor Bruno's concern regarding the maintenance of the Traffic Island in front of the Operations Centre on Killaly Street, the Director of Public Works advised that there is ongoing discussion with the Niagara Region on this matter.

15.4 Public Presence during Council Meetings (Bruno)

In response to Councillor Bruno's inquiry in respect to public presence at the Council meeting, the Chief Administrative Officer advised Council that the City Clerk will address this matter at the next Council meeting.

16. Consideration of Items Requiring Separate Discussion

16.1 2021 Year in Review – Public Works Department, 2022-93

Staff from Public Works Department provided a presentation and responded to questions from Council.

Moved by Councillor G. Bruno

Seconded by Councillor F. Danch

That Public Works Department Report 2022-93 be received.

Carried

16.2 Expropriation of Parts of Bridge, Lock Street and Park Avenue in Central Park Subdivision, 2022-92

Moved by Councillor H. Wells

Seconded by Councillor F. Danch

That Chief Administrative Office Report 2022-92 be received; and

That the expropriation of parts of Bridge Street, Lock Street and Park Avenue in the Central Park subdivision, registered as Central Park Plan of Subdivision 836, for the Village of Humberstone described as Parts 1, 2, 3 and 4 on Reference Plan 59R-17185 be approved; and

That the Acting City Clerk and Mayor be directed to sign the Certificate of Approval pursuant to the *Expropriations Act*, and all other documents necessary to affect the expropriation of the lands subject to the satisfaction of the City Solicitor.

Carried

16.3 Fishing Tournaments & Grant Framework, 2022-80

Moved by Councillor H. Wells

Seconded by Councillor G. Bruno

That Corporate Services Department Report 2022-80 be received; and

That Council approve the associated Fishing Tournament Grant Framework attached to Report 2022-80 as Appendix "A"; and

That Council delegate authority to Staff to allocate the approved budgeted grant funding up to a maximum of \$25,000, waive user fees and provide approval for use of H.H. Knoll Lakeview Park subject to the conditions set out in the Fishing Tournament Grant Framework.

Carried

16.4 Funding for Inflow and Infiltration Projects, 2022-88

Moved by Councillor H. Wells

Seconded by Councillor G. Bruno

That Public Works Department Report 2022-88 be received; and
That Council approve \$561,900 of funding for the 2021 inflow and infiltration projects from the wastewater reserves.

Carried

16.5 Niagara Region - Report PW 15-2022 Moving Transit Forward - Initial Transition Activities and Next Steps

Moved by Councillor E. Beauregard
Seconded by Councillor D. Kalailieff

That Council appoint Councillor Desmarais to represent the City of Port Colborne on the transitional Niagara Transit Commission Board.

Carried

16.6 Niagara Region - Inspection of Regional Water Infrastructure

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

That the correspondence from the Niagara Region regarding Inspection of Regional Water Infrastructure be received.

Carried

16.7 Niagara Region - Inspection Programs and Condition of Niagara Region Trunk Sanitary Sewer Infrastructure

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

That the correspondence from the Niagara Region regarding Inspection Programs and Condition of Niagara Region Trunk Sanitary Infrastructure be received.

Carried

17. Motions

18. Notice of Motions

19. Minutes of Boards & Committees

Moved by Councillor E. Beauregard
Seconded by Councillor D. Kalailieff

That item 19.1 be approved, as presented.

Carried

19.1 Port Colborne Museum Board Minutes, March 15, 2022

20. By-laws

Moved by Councillor A. Desmarais
Seconded by Councillor F. Danch

That items 20.1 up to and including 20.5 be enacted and passed.

Carried

20.1 By-law - H.H. Knoll Park Vendor Lease Agreement - Heavenly Dreams Ice Cream

20.2 By-law - H.H. Knoll Park Vendor Lease Agreement - The Rib Crib

20.3 By-law to Amend the Assessment Schedule to Levy the Costs Incurred in maintaining Fred and John Pietz Municipal Drain

20.4 By-law to Amend the Assessment Schedule to Levy the Costs Incurred in Wignell Municipal Drain

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

21. Confidential Items

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

That Council do now proceed into closed session in order to address the following matter(s):

Carried

21.1 Minutes of the closed session portion of the April 26, 2022 Council Meeting

21.2 Chief Administrative Office Report 2022-38, A Proposed or Pending Acquisition or Disposition of Land By The Municipality or Local Board

21.3 Chief Administrative Office Report 2022-85, A Proposed or Pending Acquisition or Disposition of Land By The Municipality or Local Board

22. Procedural Motions

23. Information items

24. Adjournment

Council moved into Closed Session at approximately 9:30 p.m.

Council reconvened into Open Session at approximately 10:18 p.m.

Mayor Steele adjourned the meeting at approximately 10:19 p.m.

William C. Steele, Mayor

Nicole Rubli, Acting City Clerk



Mayor's Report

May 10, 2022 Council Meeting

Road Ends Study Public Meeting

The City of Port Colborne, in consultation with Sierra Planning, has undertaken a study of the north/south roads that terminate at the Lake Erie shoreline, including:

- Lorraine Road
- Weaver Road
- Pinecrest Road
- Cedar Bay Road
- Silver Bay Road
- Wyldewood Road
- Pleasant Beach Road
- Holloway Bay Road

The **final report** will be presented to Council at a special **virtual** Public Meeting on Monday, May 16, 2022, at 6:30 p.m.

Due to the importance of this topic to Council, staff, and our community, this meeting will be virtual to ensure Council can hear from all delegates.

To register as a delegate at the virtual Public Meeting, or to submit a written delegation, email roadends@portcolborne.ca, call 905-835-2900 x115, or drop off written delegations to the attention of the Deputy Clerk at City Hall, 2nd floor, 66 Charlotte Street, by **12 p.m.** on Friday, May 13, 2022. Each delegate will have 5 minutes to speak.

Test it Tuesday is returning Tuesday, May 17

Port Colborne Fire & Emergency Services will be heading to homes in Port Colborne on Tues., May 17, for 'Test it Tuesday'. To ensure every Port Colborne home has a working smoke and carbon monoxide alarms, residents are encouraged to PORTicipate by testing their alarms.

Fire fighters will be visiting neighbourhoods across Port Colborne assisting residents with alarm testing and installing working alarms if the homes do not comply. These efforts are extending across the Niagara region as the 11 other municipalities of the Niagara Chapter of Ontario Municipal Fire Prevention Officers Association will also be participating in 'Test it Tuesday'.

During the month of May, Port Colborne Fire & Emergency Services will also be installing battery operated smoke and carbon monoxide alarms, free of charge, in all single-family dwellings (while quantities last, restrictions apply). Interested residents are to call 905-834-4512 to learn more and schedule an appointment.

International Museum Day

May is museum month and Wednesday, May 18, 2022, marks International Museum Day. The Port Colborne Historical & Marine Museum has planned events for residents and visitors.

Highlighting the power of museums, the museum is curating a 'build your own exhibit' adventure, as they collectively create a mini exhibit that celebrates our local history! Tune in to the museum's [Instagram](#) stories every Tuesday and Thursday to vote on which artifacts you would like to see displayed. The final exhibit will be unveiled on May 18 from 12 to 5 p.m. at the Port Colborne Historical Marine Museum, 280 King Street.

National Nurse's Week

National Nurse's Week is May 9-15. The theme this year is #WeAnswerTheCall and was developed by the Canadian Nurses Association to showcase the many roles that nurses play in a patient's health-care journey. The pandemic brought to light the courage and commitment that nurses work under every day and show the important role that nurses play in the community.

Thank you and stay safe.



Subject: Port Colborne Historical and Marine Museum 2021 Annual Report, Department Update

To: Council

From: Port Colborne Historical and Marine Museum

Report Number: 2022-114

Meeting Date: May 24, 2022

Recommendation

That Department of Museum and Culture Report 2022-114 be received for information.

Purpose:

The purpose of this report is to present City Council with an annual department update for the Museum and Culture Department and the Port Colborne Historical and Marine Museum's Annual Report.

Background:

The Port Colborne Historical and Marine Museum was established by a Council By-law in 1974. Port Colborne City Council appoints a Board of Directors to act on behalf of Council to provide oversight to Museum staff who are supervised by the Museum Director/Curator.

Museum activities are governed by the policies and procedures in accordance with the Ontario Ministry of Tourism, Culture and Sport's Standards for Community Museums in Ontario including the following 10 standards:

- Governance Standard
- Finance Standard
- Collections Standard
- Exhibition Standard
- Interpretation and Education Standard
- Research Standard
- Conservation Standard
- Physical Plant Standard

- Community Standard
- Human Resources Standard
- Social Media Standard

The province has a fundamental commitment to the preservation, presentation, and sustainability of the material culture of Ontario, through the community museums of the province. Museums that achieve these standards are eligible to receive Community Museum Operating Grant (CMOG) funding annually. The Port Colborne Historical and Marine Board of Management and Staff consistently uphold these standards in an effort and obtain this funding.

Discussion:

Recently, the Chief Administrative Officer led a strategic planning session of the Port Colborne Historical and Marine Museum Board of Management and a review of the five-year plan on May 4, 2022, where the vision, values and mission were evaluated with the expansion of the department and in keeping with the City Strategic Plan's Pillars.

The Historical and Marine Museum Board of Management has adopted the following vision, values and mission:

Vision Statement

The Department's Vision Statement is:

We envision a heritage and cultural presence that serves our community by preserving and sharing the history and marine Heritage of Port Colborne and Humberstone.

Values

The Department's values are:

- Accessibility
- Accountability
- Collaboration
- Communication
- Engagement
- Inclusivity
- Innovation
- Integrity & Respect
- Participation
- Research & Education

Mission Statement

The Department's Mission Statement is:

Our mission is to serve Port Colborne's residents and visitors by preserving, exhibiting, and interpreting the arts, histories, and cultures of Port Colborne and Humberstone.

Internal Consultations:

No other departments were consulted in preparation of this report.

Financial Implications:

There are no financial implications.

Public Engagement:

This Annual Report was approved by the Board of Management of the Port Colborne Historical and Marine Museum on May 17, 2021.

Strategic Plan Alignment:

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

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

Conclusion:

The Director of Museum and Culture continues to pursue the fulfillment of the goals and objectives established in the City's Strategic Plan and the Board of Management of the Port Colborne Historical and Marine Museum's Strategic Plan and seeks efficiency and effectiveness in all aspects of the Department of Museum and Culture.

Appendices:

- a. Annual Report
- b. Department of Museum and Culture Update

Respectfully submitted,

Stephanie Powell Baswick
Director of Museum and Culture
905 835 2900 ex 550
Stephanie.baswick@portcolborne.ca

Report Approval:

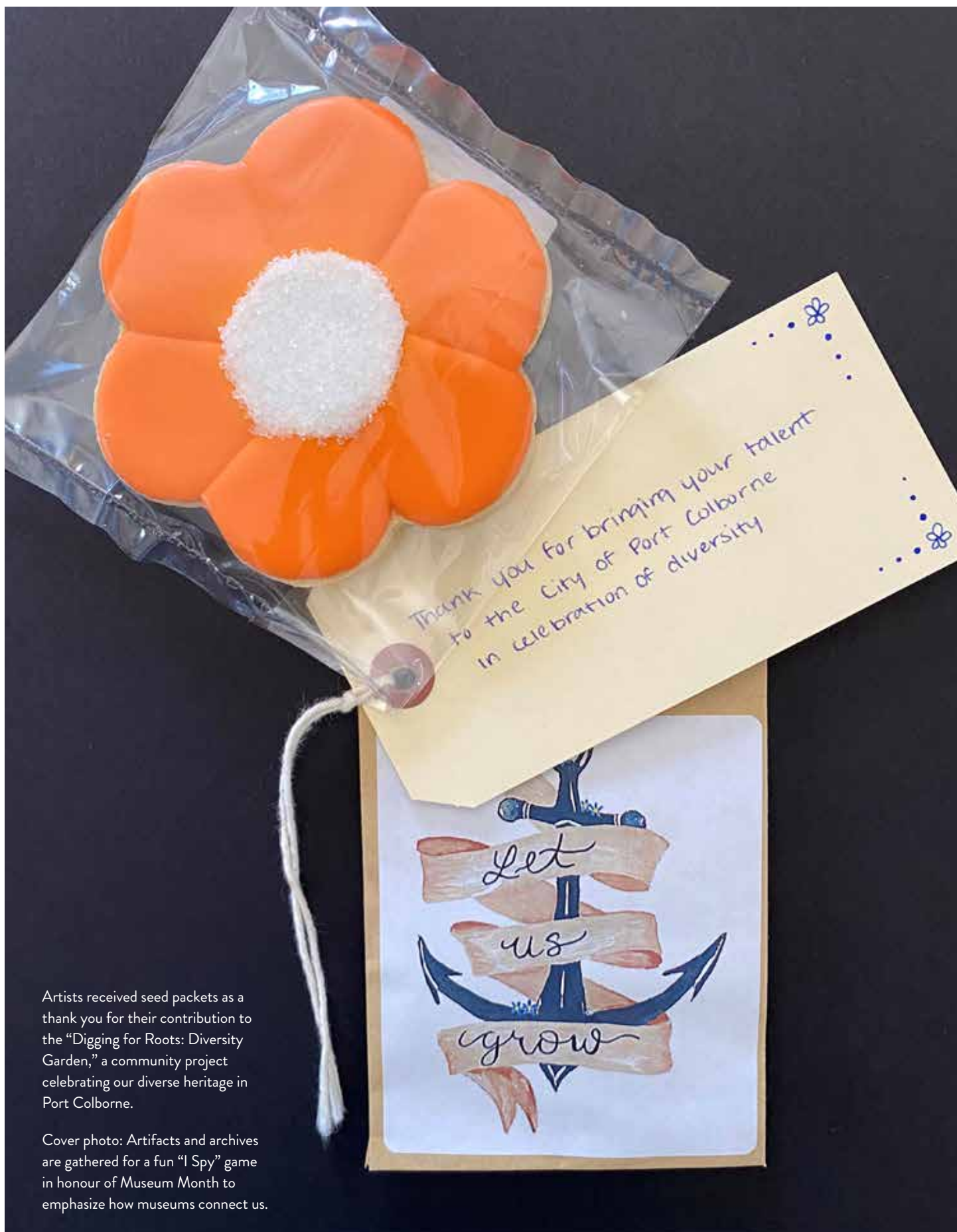
All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final review and approval by the Chief Administrative Officer.

PRESERVE

More Than a Museum

PORT COLBORNE HISTORICAL AND MARINE MUSEUM
2021 ANNUAL REPORT





Artists received seed packets as a thank you for their contribution to the "Digging for Roots: Diversity Garden," a community project celebrating our diverse heritage in Port Colborne.

Cover photo: Artifacts and archives are gathered for a fun "I Spy" game in honour of Museum Month to emphasize how museums connect us.

**“OUR MISSION IS TO SERVE
PORT COLBORNE’S RESIDENTS AND
VISITORS BY PRESERVING, EXHIBITING,
AND INTERPRETING THE ARTIFACTS
AND ARCHIVES OF PORT COLBORNE
AND HUMBERSTONE.”**

PORT COLBORNE HISTORICAL AND MARINE MUSEUM MISSION STATEMENT



Our 1870 carriage house, original to the site, received new cedar shingles as part of our capital improvements.

LETTER FROM THE CHAIRMAN

The 2021 season offered both challenges and opportunities, as we navigated through restrictions because of the global pandemic while also expanding, as the Museum Board of Management grew to include the Roselawn Centre under its administration. We welcome the opportunity to grow our role in the community into one that supports the arts and culture in Port Colborne through our mandate to preserve the heritage of our city and serve our community.

Our successes this year have been possible due to the tremendous support of community partnerships. For the first time ever, business and corporate sponsors made free museum membership possible for all citizens in Port Colborne. Service organizations and volunteers supported the reinvention of our annual events, as well as adding a new outdoor Diversity Garden event. Our volunteers, following all precautions required, have stepped up with significant contributions throughout our organization. These volunteers, working alongside dedicated staff, continue to deliver our message through innovative new programming. A movement towards online programming, exhibitions, and our speaker's series, as well as takeout kits and our Book A Safe Service (BASS) allowed for engagement from January to December this season.

With the Friends of Roselawn Centre, our most exciting initiative in 2021 was the creation of the position of Director of Museum and Culture, which offers the museum opportunities never before considered. These new opportunities will involve all of us. The contributions and input of our members, volunteers, and community partners in the implementation of our future goals are critical and we look forward to working together in 2022 to formulate a 5-year strategic plan.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Heaslip', with a stylized, flowing script.

Brian Heaslip

Chair of the Board of Management
Port Colborne Historical and Marine Museum

2021 BY THE NUMBERS

6378

**TOTAL VISITORS
(VIRTUAL & IN PERSON)**

58

**HARD-WORKING
VOLUNTEERS**

688

**MUSEUM
MEMBERS**

13

MUSEUM SERVICES PROVIDED

188

**COMMUNITY MEMBERS
SERVED BY EDUCATIONAL
PROGRAMS**

21452

**ARTIFACTS IN
PERMANENT
COLLECTION**

5

**ONLINE
EXHIBITS**

13

**STRUCTURES
*HERITAGE VILLAGE & MARINE PARK***

16

**TYPES OF
RESEARCH
DOCUMENTS
*AT THE HERITAGE
RESEARCH ARCHIVES***

15

**MARKETING
TOOLS
PRODUCED**

11

**EXHIBITS
PRESENTED**

23

**NEWS MEDIA
MENTIONS**

18

DEDICATED STAFF

3 FULL TIME

6 PART TIME

9 SUMMER STUDENT STAFF

5723

**UNIQUE PAGEVIEWS
TO WEBSITE**

1914

**INSTAGRAM
FOLLOWERS**

4165

PARTICIPANTS IN SPECIAL EVENTS

646

TWITTER FOLLOWERS

88

**ARTIFACTS
DONATED
BY**

15

**GENEROUS
DONORS**

1532

**ARTIFACTS
ON DISPLAY**

17

**MUSEUM
PUBLICATIONS
FOR
RESEARCH
AND
SALE**

2

**EXHIBITS
IN MAIN MUSEUM GALLERY**

4164

**FACEBOOK
FOLLOWERS**

13

**TELEVISION &
ONLINE VIDEO
APPEARANCES**

9

PHOTO SHOOTS

2021 FINANCIALS

MUSEUM-RAISED REVENUE

ADMISSIONS

Museum/Heritage Village Tours
sponsored by **Lower Lakes Towing** 5000

TOTAL Admissions 5000

Memberships sponsored by **Bell Marine** 1000

Fundraising* 13135

*Art Auction (700), Archives Advocate (5600),
Corporate Donor Drive (6835)

SPECIAL EVENTS

Pie Social (Tapestry Project) Grant 1200

Canal Days (Diversity Garden: *Niagara
Investment in Culture Grant*) 6500

Sea Shanty Sponsor 500

Christmas Festival Takeout
Kits and SWANS 1636

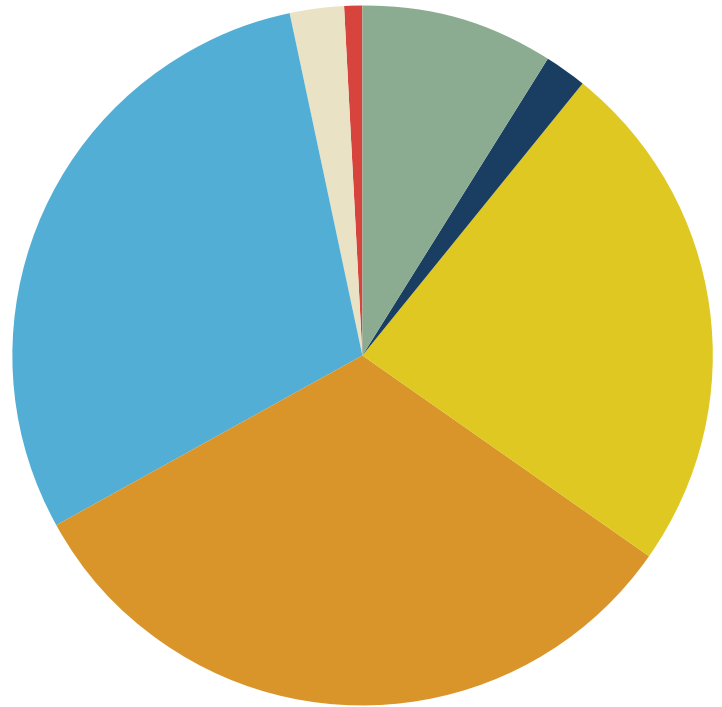
Museums Assistance Program (MAP)
Digital Grant (to assist with
online events) 7810

Total Special Events 17646

Donations (Individual) 16323

Gift Shop Sales 1830

Photocopies/Photos/Research (*Archives*) 438



GRANTS

Community Operating Grant
(*Pay Equity Included*) 24093

Young Canada Works (Museum) 12182

Canada Summer Jobs 7056

Summer Experience Grant 3723

Young Canada Works (Archives) 11568

Seniors' Grant 5760

TOTAL Grant Revenue 64382

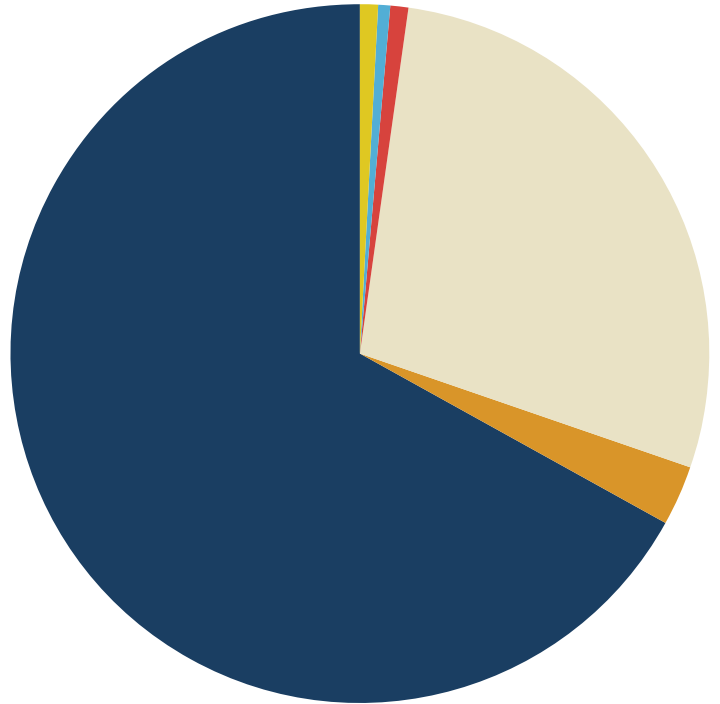
2021 FAMILY

MUSEUM VISITORS

Daily Museum (via BASS)	1872
Tea Room	0
Heritage Research Archives	52
School Tours (3)	33
Virtual Group/Bus Tours	188
Education and Outreach*	4435
Weddings/Photography Bookings	68

TOTAL Visitors
(2609 in-person, 3769 virtual) 6378

**Christmas Festival (313), Canal Days Weekend: Digging for Roots (177), and YouTube Sea Shanties (3581), Library Story Walk (94)*



MUSEUM MEMBERS

Year 2021 Members	327
Life Members	302
Corporate Sustaining	19
Archive Advocates	40
TOTAL Members	688

VOLUNTEERS

Board Member Volunteers	12
Grounds and Gardens Volunteers	5
Research and Collections Volunteers	6
Special Events/Tapestry Project Volunteers	37
TOTAL Volunteers	58



Membership Chair Claudia Brema was on hand to welcome new members on Canal Days weekend.

STAFF

FULL TIME:

Director of Museum and Culture: Stephanie Powell
Baswick

Curator: Michelle Mason

Archivist: Michelle Vosburgh

Custodian/Maintenance: Frank Habjan

Education Programmer: Abbey Stansfield

Receptionist/ Gift Shop Coordinator: Sherry
Spark/Meghan Chamberlain

Registrar: Amanda Emery

Administrative Assistant: Amanda Emery

PART TIME:

Archives Assistant: Kyla Harrietha/ Abbey
Stansfield/ Meghan Chamberlain



Museum staff tour the 1860 mansion known as Roselawn, in preparation for the future interpretation of the site.

BOARD MEMBERS

SUMMER STAFF:

Heritage Conservation Officer: Hannah Braitwaite
(*Young Canada Works in Heritage Institution-
Canadian Museum Association*)

Ecotourism Officer: Meghan Chamberlain
(*Canada Summer Jobs*)

Programming Assistant: Isabella Favero
(*Summer Experience Program*)

Database Administrator: Hanna Skala
(*Canada Summer Jobs*)

Digitization Assistant: Sloane McDowell
(*Young Canada Works Canadian Council of
Archives*)

Collections Management Assistant: Rylee Clow
(*Port Colborne High School Co-op Student*)

PROJECT STAFF:

Outreach Coordinator: Dario Smygata-Bryan
(*Niagara Investment in Culture Grant*)

Outreach Coordinator: Susan Nicholson
(*Senior Community Grant*)

INTERN:

Collection Assistant Intern: Sloane McDowell
(*from Sir Sandford Fleming College, May-August*)



Program Assistant Isabella Favero and Ecotourism Officer Meghan Chamberlain collaborated to enhance the outdoor museum centred on the 1844 Sherk log house.

2021 CITIZEN APPOINTEES:

Bonnie Johnston (1981)

Marcia Turner, Finance Chair (1995)

Cheryl MacMillan (2001)

Brian Heaslip, Chair (2009)

Terry Huffman, Vice-Chair (2009)

Pamela Koudijs (2013)

Margaret Tanaszi (2015)

Claudia Brema (2018)

Bert Murphy (2018)

Jeff Piniak (2019)

ASSOCIATE MEMBERS:

John Maloney (2020)

Bina Patel (2020)



Canada Summer Jobs student Hanna Skala, encourages residents to "Explore Port Colborne" via the City's photo contest.

2021 HIGHLIGHTS

EXHIBITS

ON-SITE EXHIBITS:

Graf Family Weavers:

The Graf family produced a wide variety of woven textiles for everyday use, though they are best remembered for their production of jacquard coverlets. The Graf exhibit in the museum's Timber Cabin explores the history of their weaving business, and showcases one of the original Graf looms in a recreated weaving workshop.

A Village by the Canal:

Take a look back to 150 years ago when Port Colborne was incorporated as a village. This exhibit explores the remarkable history of daily life in the village, and the skills and trades which were characteristic of Port Colborne's inhabitants in the era of 1870-1917.

Judging:

Helen Kinnear was called to the bar 100 years ago, beginning a legal career during which she accomplished a number of firsts for women, including becoming the first federally-appointed female judge in Canada. Raised in Port Colborne, it was here she first practised law. This exhibit takes a journey through her remarkable legal career and accomplishments.

Marine Exhibit Lighthouse

Tugging Along: Tugboats on the Welland Canal

Narrow channels, small canal locks, and lots of ship traffic on the third Welland Canal meant plenty of business for the tugs and their crews. Peer into the Marine Exhibit Lighthouse to catch a glimpse of this vital part of the canal scene.

Permanent

The Welland Canal:

Using an interactive touchscreen display and dozens of archives and photographs, this permanent exhibit looks at the people who built the canal, the economic impact of the canal, and its role in shaping the community.

Nigh Agora Museum:

Originally housed in a barn on Pinecrest Road, the Nigh Agora Museum now has a new home in the museum's Carriage House. Started by the late Mildred Nigh, who discovered a collection of handcrafted tools, utensils, and baskets—some almost 200 years old—when she and her husband bought their farm from Olive Knisley in 1972, the collection was generously donated to the museum in 2020.

TRAVELLING EXHIBITS FROM MUSEUM:

CITY HALL EXHIBITS

Misener Family's Shipping Businesses:

More than a century ago, Captain Scott Misener started investing in ships. This exhibit sails into the company's many transformations: Misener and McKellar, Sarnia Steamships Ltd., Colonial Steamships Ltd., and Misener Transportation Ltd.

Port Colborne: The Welland Canal:

The canal is a defining landmark that continues to be an integral part of the community's economy and tourism. This retrospective exhibit looks at the changes from the first to the fourth Welland Canal.

ON-LINE EXHIBITS:

Graf Family Weavers:

This new online exhibit on the Our Ontario website highlights the Grafs' weavings from the museum's collection. Included in this collection are the Graf jacquard coverlets, wool blankets, rag carpets, and several photographs of the Graf family. The detailed account of this collection is accessible to researchers and anyone looking to explore the interesting history of settler's textiles produced locally.

The War of 1812 and the Sugarloaf Settlement:

From 1812 to 1815, the inhabitants of what was to become Canada fought side by side with the British forces and their First Nations allies to defend their lands against the Americans. This website is dedicated to making the surviving records and artifacts from this time period available to everyone.

Port Colborne and the Welland Canal:

The city of Port Colborne's website now features an exhibit on the Welland Canal where you can learn about the transformation of the canals through the years, focussing on the Welland Canal in Port Colborne: the construction, the commerce and industry it influenced, the people, and pleasures of living close to the canal.



“HAVING THE OPTION TO BOOK A PRIVATE TOUR FOR US WITH THE GRANDCHILDREN WAS A PERFECT WAY TO VISIT THE MUSEUM AND WE WILL DEFINITELY BE BACK AGAIN. WE SPENT THE WHOLE AFTERNOON HERE...”

TONI HAYES

The museum's newest permanent exhibit Nigh Agora explores the heritage of a century farm.

PROGRAMS & EVENTS

MUSEUM SEASON EXTENDED | JANUARY TO APRIL

The museum season was extended to welcome guests throughout the winter months.

ONTARIO HERITAGE WEEK 2021 | FEBRUARY 15-21, 2021

During Ontario Heritage Week the L.R. Wilson Archives virtually shared stories about Black Heritage connected to the Port Colborne area.

ARABELLA'S VOLUNTEER VALENTINE APPRECIATION | FEBRUARY 14, 2021

Embroidered heart-shaped lavender sachets made by museum staff were delivered to Arabella's Tea Room volunteers in an effort to stay connected and to show our appreciation.

ARCHIVES SPEAKER SERIES | MARCH 17, 2021

To mark the opening of the 2021 shipping season of the Welland Canal, the Education Programmer presented a virtual talk on Eventbrite about the new online exhibit, *Port Colborne and the Welland Canal*.

VIRTUAL TOP HAT PRESENTATION | MARCH 19, 2021

The 2021 Top Hat Ceremony—marking the opening of the southern terminus of the Welland Canal—was cancelled for the second time in a row, so museum staff created a YouTube Top Hat ceremony video to celebrate the event. The first downbound ship of the 2021 shipping season was the CSL Tadoussac.

ARCHIVES AWARENESS WEEK | APRIL 5-9, 2021

In honour of Archives Awareness Week, the L.R. Wilson Archives' Archivist presented a virtual talk on Eventbrite on the topic of past epidemics and pandemics called *Resilient Community: Epidemics in Port Colborne*.

APRIL BREAK: CURE YOUR CABIN FEVER | APRIL 12-16, 2021

A 45-minute tour of the Port Colborne Museum's Heritage Village and the exhibits in the Williams House were offered during the school spring break. The tour cost \$5 per person and followed all provincial guidelines.

MAY IS MUSEUM MONTH | MAY 2021

Museum Month is an annual program created by the Ontario Museum Association and celebrated by Ontario's 700+ museums, galleries, and heritage facilities. The Port Colborne Museum celebrated Museum Month by launching a new virtual initiative called *I Spy* that encouraged patrons to discover the mysteries that lie within the walls of the Captain Sharpe Heritage Resource Centre. Each week in May had a different theme.

Opposite, from top: Guests picnic or stroll in the grounds throughout the year; working with a local business partner, the museum showed the Museum Auxiliary volunteers our gratitude with hand embroidered lavender heart sachets.



“WE REALLY MUST
CONGRATULATE ALL THE STAFF
AND VOLUNTEERS OF THE
MUSEUM FOR THE CREATIVE
WAYS YOU HAVE FOUND TO
KEEP US INVOLVED. WE’RE
PROUD TO BE LIFE MEMBERS
AND THINK THE MUSEUM
BOARD LEADERSHIP IS STRONG.
KEEP UP THE GOOD WORK.”

DOUG & VICKY REEB



2021 ACTIVITIES

HISTORY FROM HOME | APRIL 2021

For the second year *History from Home* called on the community to send handwritten letters of their personal experiences, thoughts, feelings that have touched them during the pandemic.

PORT COLBORNE TAPESTRY PROJECT | MAY 30, 2021

The *Port Colborne Tapestry Project* launched on May 30, which would have been the 37th Annual Arabella's Pie Social and History Fair. This art project provided 31 embroidery kits to members of the Museum Auxiliary, volunteers, and members of the community. The kits contained all materials needed to complete a panel with a heritage image representing our community. The completed embroideries will be part of an installation to be displayed and kept for future generations.

GROW WITH US | JULY 2021

The launch of a heritage garden video series on the Port Colborne Museum's YouTube channel. This series gave the opportunity to see the recreation of a Port Colborne settlers' kitchen garden. Each week it premiered a new video focusing on different elements of heritage gardening. The Port Colborne Library provided the heirloom seeds for this summer kitchen garden project.

DIGGING FOR ROOTS-DIVERSITY GARDEN | JULY 31 – AUG. 1, 2021

Thanks to Niagara Region through Niagara Investment in Culture Grant, the museum executed a public outdoors exhibition celebrating diversity. Local artists and community members painted flowerpots showcasing what diversity meant to them. The completed pots were planted with flowers and exhibited on the museum's grounds. The Niagara Symphony performed two concerts during the launch on July 31.

SEA SHANTIES IN CELEBRATION OF OUR MARINE HERITAGE | JULY 31, 2021

In celebration of the Port Colborne's marine heritage, the museum, partnered with past Canal Days musicians to share original songs to showcase the community's connection to the water. These six shanties' videos were shared on the Port Colborne Museum YouTube channel. This project was sponsored by Jungbunzlauer.



“ALL THE (SEA SHANTY) PERFORMANCES WERE GREAT! LOVED THIS PROJECT. THANK YOU TO EACH AND EVERY GROUP.”

CHERYL MACMILLAN

Right: In celebration of Port Colborne's marine heritage, the museum collaborated with musicians, including Christopher Eckart, to create sea shanties. Opposite page, from left: Meghan Chamberlain watering a plant in the Digging for Roots Diversity Garden; The Grand Old Christmas Festival featured takeout “Make Your Own Swag” kits.

VIRTUAL VILLAGE TOURS | AUGUST 2021

Weekly virtual tours of the heritage buildings and grounds on Eventbrite and prebooked in-person tours were offered during the month of August.

HISTORY CHASERS CLUB | LAUNCHED OCTOBER 2021

The History Chasers Club was designed for kids in grades 3 to 5. Members can earn badges after completing different museum program-related tasks. Passports are available at the museum and the library.

EXPLORE HALLOWEEN AT THE MUSEUM | OCTOBER 31, 2021

Port Colborne Museum extended their hours on October 31. The grounds were decorated with carved pumpkins and a fall-themed installation was provided for photos.

REMEMBRANCE DAY | NOVEMBER 4-12, 2021

In honour of the 100th anniversary of the remembrance poppy in Canada, the museum worked in partnership with the Niagara Falls Museum's Poppy Project to bring their handknit poppies to Port Colborne, displaying 2021 poppies on the fence around the museum. A display of poppies was also created in the Council Chamber at City Hall for the City's council meeting.

VIRTUAL SPEAKERS SERIES | NOVEMBER 11, 2021

Presentation by the Archivist and the Digitization Assistant on the HMCS Port Colborne and the HMCS Humberstone.

GRAND OLD CHRISTMAS FESTIVAL SWAG-MAKING KITS | DECEMBER 5, 2021

As an alternative to our traditional festival, the museum put together affordable door swag-making kits and biscuits mix with teacup kits. Mrs. Claus and Santa came for a visit and children were allowed to visit at a safe distance. The launch of the Nigh Agora Museum exhibit in Arabella's Carriage was launched on the same day.

NEWSLETTER ENGAGEMENT

In our newsletter and through the City Hall News we worked to engage the community via activities that could be done outside. One of the popular activities was a scavenger hunt created by Education Programmer Abbey Stansfield.



SERVICES & FACILITIES

MUSEUM SERVICES PROVIDED:

- Free admission to museum, exhibits, heritage village and marine park
- Guided group tours
- Public programming/speaking engagements
- Research room
- Museum gift shop
- Covered pavilion
- Picnic tables, benches, gardens and pathways
- 7 washrooms (4 accessible)
- Free parking

RESEARCH ASSISTANCE IS PROVIDED FOR:

- Heritage consultants
- Environmental and industrial researchers
- Genealogical researchers, students and general researchers
- City staff
- Archaeologists
- Journalists and reporters
- Authors

RESEARCH FACILITIES PROVIDED:

Fully accessible Heritage Research Archives providing documentary history of Port Colborne, Humberstone and the Welland Canal:

- Historic maps
- Historic photographs
- Indexed deeds and property records
- Directories (business and telephone)
- Microfilm
- Census records
- Cemetery records
- Welland Canal files and marine documents
- Ship files
- Family history files
- Local history books
- Microfilmed historic business ledgers
- Assessment and collector rolls
- Land registry records
- Historic newspapers
- Florence Neff Young collection



PROJECTS & PUBLICATIONS

BUILDING & PROPERTY PROJECTS:

- New security alarms in heritage buildings, Arabella's Tea Room, and garage
- Restoration on Arabella's carriage
- Heritage vegetable and flower garden
- Basement conservation station built
- Cedar shingles replaced on Blacksmith Shop, Schoolhouse and Carriage House
- Offices repainted
- Installation of Algoma Propeller
- New Furnace/Air Conditioner at Archives
- Roselawn ramp dismantled

PUBLICATIONS PRODUCED:

- 3 museum newsletters: *Spring, Summer & Fall*
- Posters inviting artists to participate in the *Digging for Roots* project
- Passports for *History Chasers*
- Tags for thank you seed packages for *Digging for Roots* participants
- Museum brochure
- COVID-19 policy binder and volunteer binder
- Christmas cards for volunteers

MUSEUM PUBLICATIONS FOR RESEARCH & SALE

- Golden Age of Humberstone Village
- A-Z Documentary History of Humberstone Village
- Port Colborne: Tales from the Age of Sail
- Coming Home—The 1901 Neff Steam Buggy
- Humberstone Township—The First Fifty Years
- Memoirs of Pat MacDonald
- Scruples of Conscience—The War of 1812 in the Sugarloaf Settlement
- David Sherk and Descendants
- Caspar Sherk and Descendants
- Sherk-Troup House
- Kendricks: Port Colborne Lighthouse Keepers
- The Locktender's House
- Port People—Builders and Shapers of our Culture and Community
- Port Colborne and The Fenian Invasion of Canada June 1866
- Port People—Along the Lakeshore-Builders and Shapers of our Community in Port Colborne and Wainfleet



From far left: Outdoor programming featured the grounds and gardens; this propeller was moved from Algoma Central Corporation's Port Colborne office on International Museum Day to be on permanent exhibit in the museum's marine park; Heritage conservation volunteer Jim Martin works to improve workspaces to clean and repair artifacts.

JOIN US IN 2022!

2022 EVENTS

January 18	Annual General Meeting
February 21-27	Heritage Week
February 28	Bell Marine sponsored memberships for all Port Colborne and Wainfleet residents
May 1	Museum open daily 12pm-5pm
May 29	38th Annual Arabella's Pie Social and History Fair 12pm-5pm
June 1	Arabella's Tea Room open daily 2pm-4pm until Sept. 30
July 30-31	44th Annual Canal Days Marine Heritage Festival 11pm-5pm
September-November	Archives Speakers' Series
December	Arabella's Tea Room Christmas Pudding & Sauce 2pm-4pm
December 4	Grand Old Christmas Festival



Above and right: Hand-knit poppies were installed on the museum's fencing to commemorate the 100th anniversary of the poppy as symbol of remembrance.

MEMBERSHIP

Thanks to the generous sponsorship from Bell Marine, all residents of Port Colborne and Wainfleet who wish to become museum members can do so for free in 2022. Bell Marine, the oldest Chandler on the Great Lakes, has contributed the cost of membership fees so citizens can join the museum at no personal cost.

Memberships can be obtained by filling out a membership card and dropping it into the mailbox or by visiting the City website and purchasing [online](#). Life Patron membership is available for \$100. Members who donate to the museum with their membership are eligible for an income tax receipt (for donations over \$20).

TOURS

The museum and archives offer a number of different tours, including various Urban History Walking Tours in the city of Port Colborne, Cemetery Tours, a step-on bus tour, and tours of the museum's own heritage village. These tours offer residents and visitors an entertaining and informative glimpse into our community's past, sharing the stories of the people and places which give Port Colborne such a rich cultural heritage.

Please call for rates and schedules, or follow us on [Facebook](#).

L.R. WILSON HERITAGE RESEARCH ARCHIVES

The archives is open by appointment using BASS (Book a Safe Service) for heritage research specializing in genealogy, heritage home research, local history and marine heritage.

The McDonald Conference Hall at the L.R. Wilson Heritage Research Archives is available for rent, and large enough to accommodate groups with diverse purposes. Hall rental includes 8 tables, 52 stacking chairs and access to a kitchenette which includes a small fridge, microwave, coffee maker and kettle.

Rental Fees:

8 Hour rental: \$120.00

Note: A \$60.00 deposit is required when booking the Conference Hall. Prices do not include HST.

Rentals will resume when Ontario COVID-19 response framework declares Niagara in the yellow "protect" zone.

**"YOU ALL ARE TO BE COMMENDED ON
THE OUTSTANDING DISPLAY OF POPPIES
AT THE MUSEUM... IT WAS STUNNING!
IT MADE ME PROUD TO BE ASSOCIATED
WITH THE MUSEUM."**

CLAUDIA





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

PORT COLBORNE HISTORICAL & MARINE MUSEUM

280 King Street, Port Colborne, ON L3K 5X8
905-834-7604 | museum@portcolborne.ca

 PortColborneHistoricalMarineMuseum

 ArabellasTeaRoom

 WilsonArchives

 @PortMuseum

 @portcolbornemuseum

 @arabellastearoom

 Port Colborne Historical & Marine Museum

 Museums Ontario: Port Colborne Historical & Marine Museum



Roselawn Centre lit up for the holidays. Photo courtesy of local photographer Chris de Laat.

Department of Museum & Culture Update

Museum, Heritage Village, Marine Park, Archives, Arabella's
Tea Room, Roselawn Centre

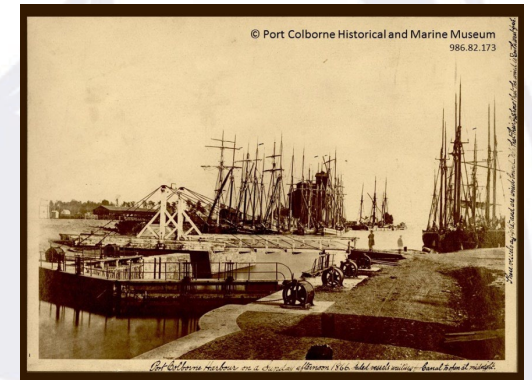
Introduction

WE ENVISION A HERITAGE AND CULTURAL PRESENCE
THAT SERVES OUR COMMUNITY BY PRESERVING AND
SHARING THE HISTORY AND MARINE HERITAGE OF PORT
COLBORNE AND HUMBERSTONE

Museum & Culture: Anchored in Success

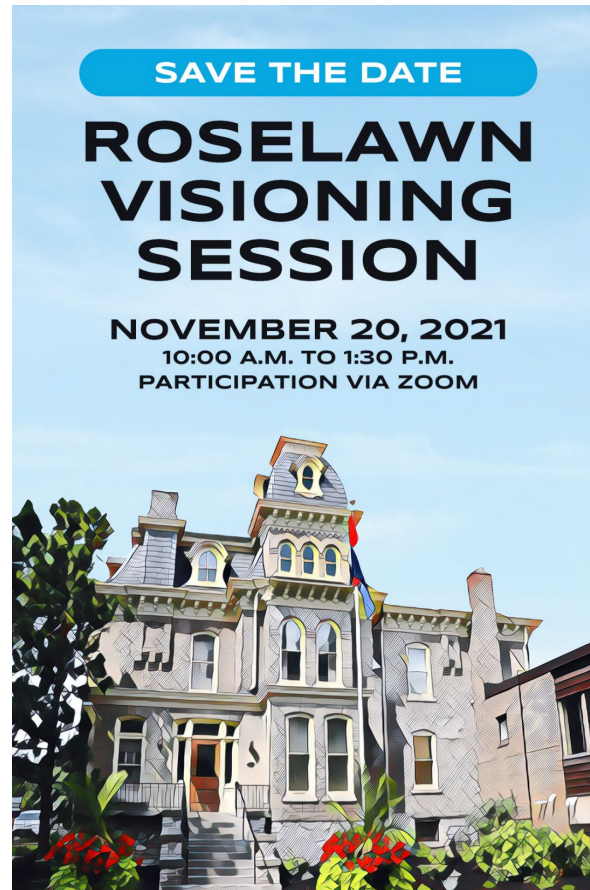
2021 Highlights

- Expansion
- COVID Response and Recovery
- Community Partnerships
- Review Annual Report



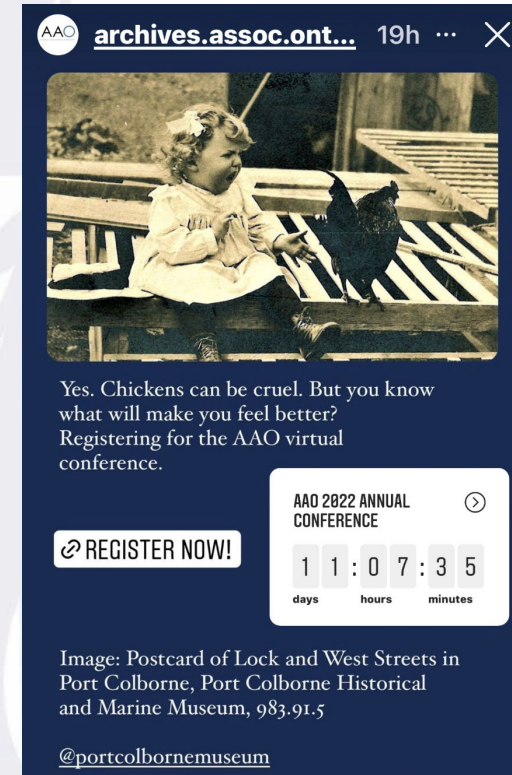
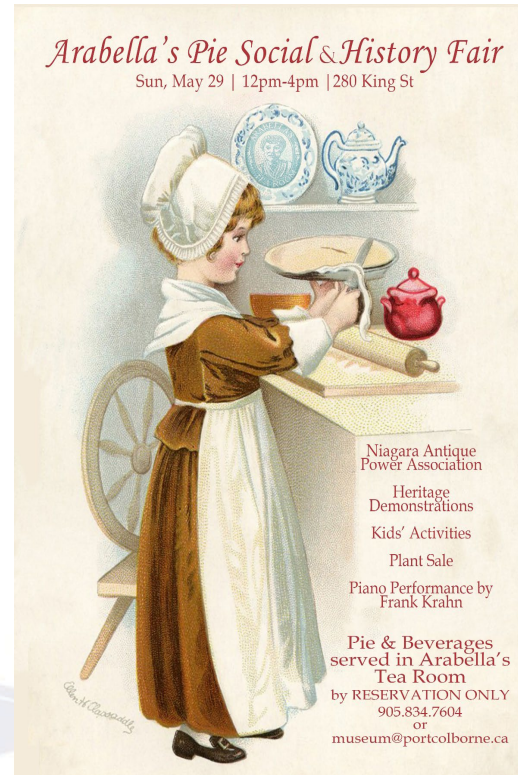
Museum & Culture: Deckhands in action

- Visioning Session
- Strategic Plan
- Research and Heritage
- Maintaining Core Services
- Partnerships



Museum & Culture: Propelling forward

- Setting Goals- 5 Years
- Aligning Priorities with City
- Events and Outreach
- May is Museum Month





Closing

"More than A Museum"

Subject: Bill 109: More Homes for Everyone Act, 2022

To: Council

From: Development and Legislative Services Department

Report Number: 2022-94

Meeting Date: May 24, 2022

Recommendation:

That Development and Legislative Services Department Report 2022-94 be received for information.

Purpose:

The purpose of this report is to provide Council with information on Bill 109: More Homes for Everyone Act, 2022 and the potential implications the Bill has on the City.

Background:

Ontario's Affordability Task Force Report

In December of 2021, the Ontario provincial government appointed the Housing Affordability Task Force with a mandate to propose recommendations for addressing affordability by increasing the supply of housing. A report that included 55 recommendations was released by the task force in February 2022. The recommendations were aimed at expediting processes to produce more housing while cutting red tape. The report can be found on the provincial government's website at <https://www.ontario.ca/page/housing-affordability-task-force-report>.

On May 30, 2022, the province released Bill 109, More Homes for Everyone Act. The Bill was made available on the Environmental Registry with requests for comments by April 29, 2022. Prior to the closing of the commenting period, the Bill received Royal Assent on April 14, 2022.

Discussion:

Bill 109 More Homes for Everyone Act

Bill 109 contains legislative amendments to:

- The Planning Act
- The City of Toronto Act
- The Development Charges Act
- The New Home Construction Licensing Act
- The Ontario New Home Warranties Plan Act

Below is a summary of the changes and how they will impact the City of Port Colborne.

Planning Application Refunds

Section 34 of the Planning Act is revised to include new rules that require municipalities to refund application fees if a decision on a site plan application, zoning by-law amendment (ZBA), or combined ZBA and official plan amendment (OPA), is not reached within the legislated timeframes, as outlined below:

Application Type	0% Refund	50 % Refund	75% Refund	100% Refund
Zoning Bylaw Amendment	Decisions made within 90 days	Decisions made within 91 to 149 days	Decisions made within 150 to 209 days	Decisions made 210 days or more
Combined Official Plan Amendment and Zoning Bylaw Amendment	Decisions made within 120 days	Decisions made within 121 to 179 days	Decisions made within 180 to 239 days	Decisions made 240 days or more
Site Plan	Decisions made within 60 days	Decisions made within 61 to 89 days	Decisions made within 90 to 119 days	Decisions made 120 days or more

The requirement to return fees if applications are not processed within the specified timeframes will take effect January 1, 2023.

Planning staff strive to process development applications in a timely manner, however the requirements to refund applicants do not factor in delays that occur as a result of the applicant, the public and commenting agencies. The changes also do not consider the quality of the submissions and the time that passes when staff are awaiting resubmission of applications. Once a site plan has been deemed complete and reviewed by staff, comments on required modifications are returned to the applicant.

From that point forward there is no control over when a subsequent re-submission is made.

Planning staff are in the process of reviewing the development application process to ensure that delays are not a result of City staff inefficiencies. The most concerning timeline for staff is the 60-day requirement for approving site plan applications. Changes to processes will need to include requiring applicants to obtain the required permits and approvals from commenting agencies, before an application can be submitted.

Site Plan Applications

Bill 109 now requires that approval of site plan applications be delegated to staff. This would not be a change to the current practice in the City of Port Colborne as site plan approval is already delegated to staff.

Plan of Subdivision Applications

One of the notable changes to Section 51 of the Planning Act (Plan of Subdivision Approvals) is the ability for municipal councils to reinstate draft plan of subdivisions that have lapsed within five years.

There are two subdivisions in the City that staff are aware of that have lapsed within the past five years; Chippawa Estates and Rosemount Estates. Council did not approve the extension of Chippawa Estates in 2021 and the proponent for Rosemount Estates did not request an extension to the draft plan of subdivision.

Development Securities

The Minister of Municipal Affairs and Housing now has the power to determine what type of securities a developer/applicant can provide to the municipality. Securities are commonly used to ensure that what is approved through the plan of subdivision process or site plan approval process is what is built. The City requires applicants/developers to post Letters of Credit (LOC) as security. If work is not completed or is not completed to City staffs' satisfaction, the City has the ability to use the LOC to complete the work. LOCs are issued by financial institutions and are a secured method of providing securities.

With the change to the Planning Act, the Minister now could permit the use of Surety Bonds as security for a development project. Surety Bonds are issued through a third party with no assurance that accessing the bond won't be disputed by the bonding company. As such, staff are not supportive of this change to the Planning Act through Bill 109.

Community infrastructure and housing accelerator tool and guidelines

The province also introduced a new tool, the Community Infrastructure and Housing Accelerator (CIHA) order. The CIHA order permits local or single-tier municipalities the

ability to submit a request to the Minister to expedite approvals for projects related to community infrastructure and housing (including affordable housing).

The CIHA order is similar to a Minister's Zoning Order but must be requested by the municipality through a resolution of Council. A CIHA order can be used to regulate land use(s) and the location, use, height, size and spacing of buildings and structures to permit certain types of development.

Staff are of the opinion that the CIHA can be a useful tool to expedite the approval process of priority projects in the City.

Internal Consultations:

A presentation was given to the Corporate Leadership Team on April 26 regarding the changes discussed in this report.

Financial Implications:

The financial impact is not known at this time.

Staff will be reviewing processes and making necessary changes to limit the risk of having to refund planning fees in the coming months, before the change takes effect January 1, 2023. A subsequent report will be brought forward to Council in Q4 with details on the steps staff will be taking to limit the risk.

Public Engagement:

Not applicable.

Strategic Plan Alignment:

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

- Attracting Business Investment and Tourists to Port Colborne
-

Conclusion:

This report is for information purposes only.

Appendices:

Respectfully submitted,

Denise Landry, MCIP, RPP
Manager of Planning Services
905-835-2900 x203
Denise.Landry@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: Meadow Heights Subdivision Amending Agreement –
Phase 2, Stage 2**

To: Council

From: Development and Legislative Services Department

Report Number: 2022-115

Meeting Date: May 24, 2022

Recommendation:

That Development and Legislative Services Department Report 2022-115 be received;

That Council approve the amending subdivision agreement to the Meadow Heights Subdivision attached as Appendix A;

That the By-law to authorize entering into the Subdivision agreement for the Meadow Heights Subdivision be approved; and

That the Mayor and Clerk be authorized to sign the amending agreement and have the agreement registered on the title of the lands.

Purpose:

The purpose of this report is to obtain Council's approval to further amend the existing Meadow Heights Subdivision Agreement between the City of Port Colborne and 1399908 Ontario Inc. allowing the development of 52 residential building lots.

Background:

The Meadow Heights Plan of Subdivision is located in the northwest of the City, bounded by the Barrick Heights Subdivision to the south, Elm Street to the east, the Loyalist Industrial Park to the north and the Rosedale Draft Plan of Subdivision and Hawthorn Heights to the west.

The Meadow Heights Plan of Subdivision, registered in 1991, allows for a mixture of single-detached lots of varying size, semi-detached and townhouse dwelling units. The plan first was approved for 413 dwelling units (267 single detached dwellings, 94 semi-

detached units; and 52 townhouse units). In 1994, the plan was amended to allow for an additional eight dwelling units.

The subdivision agreement permitted development in 4 phases; the first being a very large phase consisting of 240 dwelling units.

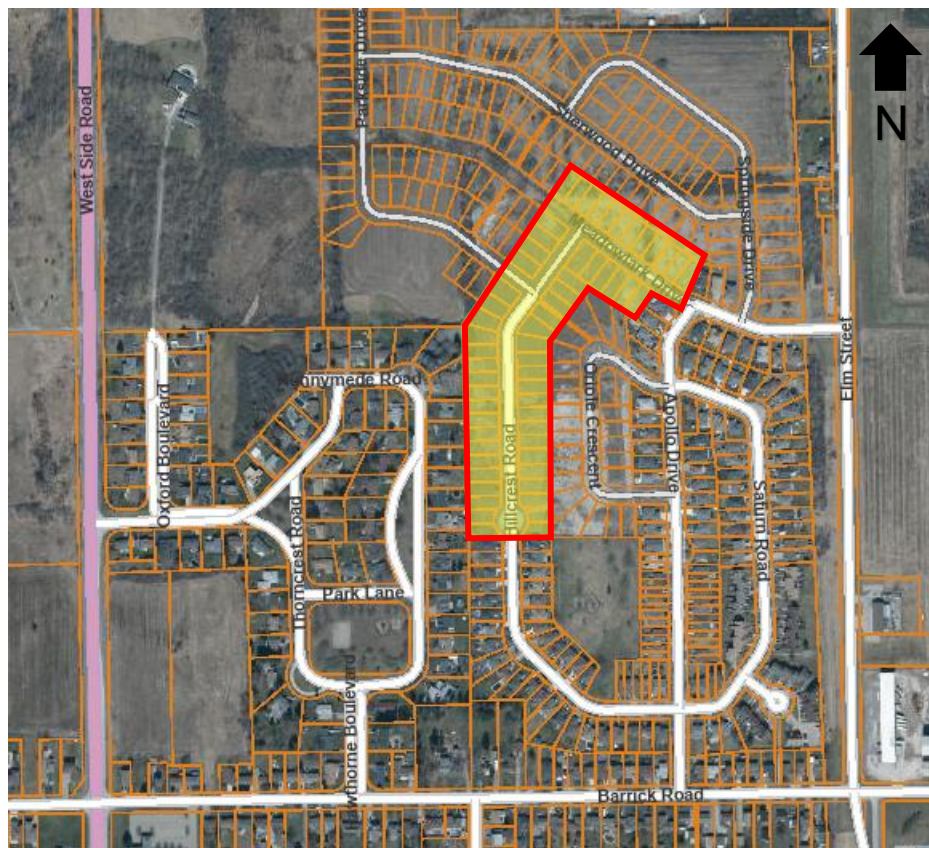
In 2000, Kingsway Investment Ltd. (1399908 Ontario Inc.) purchased the subdivision land and made amendments to the subdivision agreement to recognize new ownership/mortgagee, revision of Phase 1 and acknowledgement that development charges have been paid in full.

On November 27, 2017, Council approved an amendment to the Meadow Heights Subdivision through By-law 6536/103/17. The approval allowed for the refinement of Phase 2 to be developed in two stages. Stage 1 was for 26 lots and Stage 2 for 52 lots.

At its December 14, 2020, meeting, City Council approved an amending agreement for the 26 lots in Stage 1 mentioned above. Stage 1 is known as Oriole Crescent.

The amending agreement discussed in this report and attached as Appendix A pertains to the development of the 52 residential lots in Stage 2, or more simply known as the extension of Hillcrest Road and Meadowlark Drive.

A keymap has been provided below to show the location of the lands.



Discussion:

The main reason for requiring an amending agreement is to implement engineered designs for the infrastructure that will service the 52 building lots. Additionally, the agreement requires the developer to post securities to ensure the work is completed to the satisfaction of the City of Port Colborne. The technical aspects of the engineered design and the provisions of the agreement have been under review since late 2021.

Internal Consultations:

Various departments/divisions have been involved in the review process including Engineering, Water/Wastewater, Fire, Building, and Economic Development. Planning staff are satisfied that all departmental concerns have been addressed in the amending agreement.

Financial Implications:

These 52 building lots will be fully serviced by water, sanitary and storm infrastructure and will contribute to the City's water, wastewater and storm sewer rates.

Assessing the financial implications at this stage is reliant on a number of factors include assessment and water usage. To provide context to the potential financial implications:

The average residential property in the City of Port Colborne has a current value assessment (CVA) per the Municipal Property Assessment Corporation (MPAC) of \$212,031 resulting in an average property tax amount of \$3,886 of which \$2,079 relates to the City of Port Colborne. The remaining portion relates to the Niagara Region and the Province for the purposes of funding the education system.

MPAC last updated CVA in 2016 and any new property added to the tax roll would be valued as of 2016.

The average household uses approximately 150 m³ of water resulting in a water usage charge of \$576 and fixed wastewater and storm sewer charges of \$1,002 and \$127.05 respectively.

Using the averages quoted above the 52 properties equal \$108,108 in property taxes, \$29,952 in water, \$52,104 in wastewater and \$6,607 in storm sewer charges.

Public Engagement:

The Meadow Heights Subdivision is an approved registered subdivision. No public input was sought on the engineering design of the infrastructure.

Strategic Plan Alignment:

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

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

Conclusion:

Planning staff are supportive of the City of Port Colborne entering into an amending subdivision agreement with 1399908 Ontario Inc. allowing the development of 52 residential building lots.

Appendices:

- a. By-law and Meadow Heights Phase 2, Stage 2 Amending Subdivision Agreement

Prepared by,

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

Respectfully submitted by,

Denise Landry, MCIP, RPP
Manager of Planning
(905) 835-2900 x203
denise.landry@portcolborne.ca

Report Approval:

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

The Corporation of the City of Port Colborne

By-law no. _____

Being a by-law to authorize entering into an amendment to subdivision agreement between The Corporation of the City of Port Colborne and 1399908 Ontario Inc.

Whereas the Council of the Corporation of the City of Port Colborne enacted By-law 2364/185/89, Being a By-law to authorize entering into a Subdivision Agreement with CIFA Development Inc. and Lehndorff Investors Services Ltd. on the 14th day of November, 1989 respecting lands described as Parcel 29-1, Section 59 – Humberstone – 3 being part of lots 29 and 30, Concession 3 shown as parts 1 through 6 on Plan 59R-1, in the City of Port Colborne, Regional Municipality of Niagara; and

Whereas the Council of the Corporation of the City of Port Colborne enacted By-law 3930/75/00, Being a By-law to Authorize Entering into an Amending Agreement with 1399908 Ontario Ltd. et al to the original Subdivision Agreement with CIFA Developments Inc. et al respecting the Meadow Heights Plan of Subdivision; and

Whereas by approving the recommendations of Department of Planning and Development Report No. 2017-150, Subject: Meadow Heights Subdivision Agreement Amendment -Phase 2, on November 27, 2017, Council has approved entering into an amending agreement to the afore-mentioned existing subdivision agreement through By-law 6536/103/17; and

Whereas by approving the recommendations of Planning and Development Department, Planning Division Report No. 2020-157, Subject: Meadow Heights Subdivision Agreement Amendment - Phase 2, Stage 1, Council has approved repealing By-law 6536/103/17 and entering into an amending agreement to the afore-mentioned existing subdivision agreement through By-law 6848/98/20;

Whereas by approving the recommendations of Development and Legislative Services Department Report No. 2022-115, Subject: Meadow Heights Subdivision Amending Agreement – Phase 2, Stage 2, on May 24, 2022, Council has approved the entering into of an amending agreement to the afore-mentioned existing subdivision though the passing of this By-law.

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

1. That Council hereby approves entering into an Amendment to the Subdivision Agreement with 1399908 Ontario Inc., which agreement is attached to this By-law as Schedule "A".
2. That the Mayor and Clerk are hereby authorized and directed to sign the said Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the executed Amendment to Subdivision Agreement be registered on title to the subject lands in the Niagara Land Registry Office.
4. That this By-law shall come into effect on the date of its final passing by Council.

Enacted and passed this day of , 2022.

William C Steele
Mayor

Nicole Rubli
Acting Clerk

**CITY OF PORT COLBORNE
AMENDMENT TO SUBDIVISION AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2022 and
authorized by By-law _____ for the City of Port Colborne.

BETWEEN

1399908 ONTARIO LTD.
Hereinafter called the **OWNER** of the **FIRST PART**;

AND

THE CORPORATION OF THE CITY OF PORT COLBORNE
Hereinafter called the **CITY** of the **SECOND PART**;

AND

MARIA MARINO, MARINA MARINO AND MARIA CANTELMÍ;
Hereinafter called the **MORTGAGEE** of the **THIRD PART**;

WHEREAS the lands described in Schedule “A” were subject to an Agreement dated the 3rd of May, 1990 between CIFA Developments Inc., Lehndorff Investors Services Limited and The Corporation of the City of Port Colborne and registered as Instrument No. LT 077615 on January 29, 1991 which is hereinafter referred to as the “original Subdivision Agreement”;

AND WHEREAS the lands described in Schedule “A” were subject to an amending Agreement dated the 28th of September, 2000 between 1399908 ONTARIO LTD, CIFA Developments Inc., and The Corporation of the City of Port Colborne and registered as Instrument No. LT 166874 on September 29, 2000 which is hereinafter referred to as the “existing Subdivision Agreement”;

AND WHEREAS 1399908 Ontario Ltd. obtained title to the lands on or about March 21, 2000 and owns the lands described on Schedule “A”;

AND WHEREAS the Owner has assumed all of the obligations of the original and existing Subdivision Agreement;

AND WHEREAS Council of the City of Port Colborne approved an amendment to the original Subdivision Agreement on December 14, 2020, to enable the development of Lots 48 to 75 inclusive on Plan 59M-195, known as Phase 2 Stage 1;

AND WHEREAS the Owner desires to further amend the original Subdivision Agreement to enable development of a portion of the lands described in Schedule “A” and hereinafter known as “Phase 2 Stage 2”;

AND WHEREAS the Owner desires to amend the existing Subdivision Agreement to enable development of revised Phase 2 Stage 2 by replacing the phasing plan, grading plan; street lighting plan and cost estimates;

NOW THEREFORE this agreement witnesseth that in consideration of the City approving this amending agreement, and in consideration of the sum of \$1.00 of lawful money of Canada now paid by the Owner to the City (the receipt whereof is hereby by the City acknowledged), the Parties hereto mutually covenant and agree as follows:

1. The parties hereto acknowledge that each of the foregoing recitals is true and correct as of the date hereof.

2. The parties hereto agree that the following clauses of the original or the existing Subdivision Agreement are hereby amended:

2.1 Clause 1. of the original Subdivision Agreement entitled Definitions and Clauses 1.1 to 1.11 inclusive be deleted and Clauses 2.1 to 2.6 inclusive on the existing Subdivision Agreement be deleted and replaced with:

2.2 Definitions

In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

2.3 “**Agreement**” means this Subdivision Agreement.

2.4 “**Assumption By-Law for Primary Services**” means a by-law passed by the Council of The Corporation of the City of Port Colborne forthwith after the Director of Public Works has approved in writing the Certificate of Final Acceptance for Primary Services, assuming ownership of and responsibility for all Primary Services constructed by the Developer pursuant to the terms of this Agreement and the approved Plans, SAVE AND EXCEPT the following Primary Services:

- a) The streets and roadways constructed by the Developer within the Plan of Subdivision;
- b) The noise attenuation requirements
- c) The utility services other than streetlights

2.5 “**Assumption By-Law for Secondary Services**” means a by-law passed by the Council of The Corporation of the City of Port Colborne forthwith after the Director of Public Works has approved in writing the Certificate of Final Acceptance for Secondary Services, assuming ownership of and responsibility for:

- a) all Secondary Services constructed by the Developer; and
- b) the streets and roadways constructed by the Developer within the Plan of Subdivisions.
- c) any other services as noted in 2.4, not already assumed by the City of Port Colborne.

2.6 “**Block**” shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.

2.7 “**Building Permit**” means a permit issued by the Chief Building Official of The Corporation of the City of Port Colborne approving an application for the construction, reconstruction or alteration of any building or structure for which such permit is required pursuant to the provisions of By-Law 129-90 and amendments thereto.

2.8 “**Certificate of Final Acceptance for Primary Services**” means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Public Works at the expiration of the Maintenance Warranty Period for Primary Services setting out the Primary Services being accepted by the City and indicating the date of final acceptance of such Works.

2.9 “**Certificate of Final Acceptance for Secondary Services**” means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Public Works issued at the expiration of the Maintenance Warranty Period for Secondary Services setting out the Secondary

Services being accepted by the City and indicating the date of final acceptance of such Works.

- 2.10 ‘Chief Building Official’** means the Chief Building Official for the Corporation of the City of Port Colborne or his designate appointed pursuant to the Building Code Act.
- 2.11 “City”** means The Corporation of the City of Port Colborne.
- 2.12 “Completion Certificate for Primary Services”** means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Public Works upon satisfactory completion of all Primary Services, the approval date of which shall start the Maintenance Warranty Period for such Primary Services.
- 2.13 “Completion Certificate for Secondary Services”** means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Public Works upon satisfactory completion of all Secondary Services, the approval date of which shall start the Maintenance Warranty Period for such Secondary Services.
- 2.14 “Consulting Engineer”** shall mean the person or persons registered with the Association of Professional Engineers of the Province of Ontario, who for the time being is or are employed by the Developer to provide engineering services on behalf of the Developer for the Plan of Subdivision.
- 2.15 “Council”** means the Council of The Corporation of the City of Port Colborne.
- 2.16 “Developer”** shall mean the applicant for the approval of a Plan of Subdivision and the registered owner or owners in fee simple of the lands for which the Plan of Subdivision is proposed and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.
- 2.17 “Director of Corporate Services”** means the Director of Corporate Services for The Corporation of the City of Port Colborne or his designate.
- 2.18 “Director of Public Works”** means the Director of Public Works for The Corporation of the City of Port Colborne or his designate.
- 2.19 “Easements”** shall mean the easements described in Schedule "B" hereto, which forms part of this Agreement.
- 2.20 “Final Default”** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the City, as provided in Section 49 hereof.
- 2.21 “Front Lot Line”** means the lot line that divides a Lot from the street; provided, however, that:
- a) in the case of a corner lot, the shortest Street Line shall be deemed to be the front lot line and the longest Street Line shall be deemed to be the side lot line; and
 - b) in the case of a corner lot with two Street Lines of equal length, the lot line that abuts the wider street or abuts a Regional Road or highway shall be deemed to be the front lot line, and in the case of both streets being under the same jurisdiction or of the same width, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line.
- 2.22 “Frontage of Lot”** means the horizontal distance between the side lot lines

measured along the Front Lot Line, but where the Front Lot Line is not a straight line or where the side lot lines are not parallel, the lot frontage is to be measured by a line 6.5 metres back from and parallel to the chord of the lot frontage, and for the purpose of this paragraph the chord of the lot frontage is a straight line joining the two points where the side lot lines intersect the Front Lot Line.

- 2.23 “Grading Conformance Certificate”** means the Certificate identified in Section 31 hereof.
- 2.24 “Lands”** shall mean the lands described in Schedule “A” annexed hereto and forming part of this Agreement.
- 2.25 “Letter of Credit”** shall mean any municipal standby irrevocable Letter of Credit drawn upon a Chartered Bank posted with and in a form acceptable to the City pursuant to this Agreement. The municipal standby irrevocable Letter of Credit shall contain a provision which automatically renews it from year to year unless the Bank gives thirty (30) days advance written notice of its intention not to renew.
- 2.26 “Letter of Occupancy”** means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling, as required by Section 41 hereof.
- 2.27 “Local Improvements”** shall include utilities, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the Local Improvements Act or the Municipal Act.
- 2.28 “Lot”** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.
- 2.29 “Lot Grading Deposit”** means a deposit of security as specified in Subsection 31(b) hereof.
- 2.30 “Lot Grading Plan”** means a plan for the grading of a Lot as required in Subsection 31(a) hereof.
- 2.31 “Maintenance Warranty Period”** means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Primary Services or Secondary Services, as the case may be, which period is defined in Section 54(f) hereof.
- 2.32 “Party”** shall mean a party to the Agreement and the successors or permitted assigns.
- 2.33 “Plan of Subdivision”** shall mean the Plan of Subdivision of the Lands described in Schedule “A” hereto ultimately approved for registration by the City and registered on title pursuant to the provisions of the Planning Act.
- 2.34 “Plans”** shall mean all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director of Public Works prior to execution of this Agreement by the City.
- 2.35 “Pre-Servicing”** means the installation of Works prior to registration of this Agreement.
- 2.36 “Primary Services”** shall mean the following municipal services required to be constructed by the Developer:
- a) municipal sanitary sewer system;

- b) municipal storm sewer system, storm drainage and storm water management facilities sufficient in the opinion of the Director of Public Works to provide safety and protection from undue inconvenience to the general public;
- c) municipal water system, including fire hydrants;
- d) municipal streets and roadways of final design width with granular base, base course asphalt and concrete curbs and gutters;
- e) street signs and traffic control signs and devices;
- f) rough grading of the Lands;
- g) Utility services.

2.37 “Region” means The Corporation of the Regional Municipality of Niagara.

2.38 “Reserve Strip” shall mean a parcel of land conveyed by the Developer to the City in fee simple, free of encumbrances, abutting a Street Line and separating the street from the next abutting lot or block, for the purpose of preventing legal access from the said street to the said next abutting lot or block.

2.39 “Secondary Services” shall mean all municipal services required to be constructed by the Developer not defined as “Primary Services”, and without limiting the generality of the foregoing, shall include:

- a) top course roadway asphalt;
- b) sidewalks;
- c) paved driveway aprons;
- d) footpaths;
- e) fencing;
- f) sodding of boulevards;
- g) landscaping; and
- h) tree plantings.

2.40 “Storm Water Management Report” means an approved storm water management report and specifications prepared by the Developer in accordance with Section 19 of this Agreement.

2.41 “Street Line” means a lot line dividing a Lot from a street and is the limit of the street or road allowance.

2.42 “Subdivision” means the division of a parcel of land into lesser parcels by means of a registered Plan of Subdivision.

2.43 “Supervision” means the full-time inspection and administration of the Works for the expressed purpose of enforcing the provisions of this Agreement and providing certification of the Works in accordance with Section 8.2.

2.44 “City” means The Corporation of the City of Port Colborne.

2.45 “Treasurer” means the Director of Corporate Services for The Corporation of the City of Port Colborne or his designate.

2.46 “Utility Services” means:

- a) all electrical distribution and street lighting systems, complete;
- b) all gas services, complete;
- c) all telephone services, complete; and all co-axial and fibre services, complete.

2.47 “Works” means all Primary Services and Secondary Services, both internal and external, and all construction, erection, installation and engineering required to service the Lands in accordance with the terms of this Agreement and the

approved Plans.

- 3 Clause 2. of the original Subdivision Agreement entitled Schedules to Agreement be amended by the addition of the following references:

SCHEDULE "A" - Description of Lands
SCHEDULE "B" - Lands Conveyed for Public Purposes
SCHEDULE "C" - Additional Site Conditions
SCHEDULE "D" - Roads
SCHEDULE "E" - Sanitary Sewers
SCHEDULE "F" - Storm Sewers and Surface Drains
SCHEDULE "G" - Watermains
SCHEDULE "H" - Sidewalks
SCHEDULE "I" - Streetlights
SCHEDULE "J" - Subdivision Deposit
SCHEDULE "K" - Subdivision Phase 2, Stage 2
APPENDIX "A" - Plans, Profiles and Specifications

- 4 That Clause 3 of the Original Subdivision Agreement entitled General be deleted and replaced with the following:

4.1 **GENERAL PROVISIONS**

4.2 **Notices**

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner hereinafter set out, in writing addressed in the case of:

- g) the City c/o David Schulz, Planning Division, City Hall, 66 Charlotte Street, Port Colborne, Ontario L3K 3C8 Facsimile 905-835-2939;
- h) the Developer, to Ray Khanna, Kingsway Investments Ltd.
105 Main Street East, Suite 1510
Hamilton, ON L8N 1G6 Facsimile 905-526-7200

The giving of such written notice shall be deemed to be complete, where notice is given by personal service, on the day that the serving of written notice is completed, and where notice is given by prepaid registered mail, two (2) days after the date of mailing, and where notice is given by telephone transmission of a facsimile of the notice, on the day that the transmission of the written notice is completed.

4.3 **Binding on Heirs, etc.**

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

4.4 **Section 67 Planning Act**

The Developer agrees to be bound by the penalty provisions set forth in Section 67 of the *Planning Act*, R.S.O. 1990, c.P.13, and amendments thereto.

4.5 **Applicable Laws**

- a) In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders

and requirements of any governmental or other public authorities having jurisdiction at any time from time to time enforced. Without limiting the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and The *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.

- b) The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the City if at any time the City considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the City may take action to remedy the situation at the expense of the Developer and in this regard the City shall also be entitled to draw upon any security filed by the Developer under this Agreement.

4.6 Severance of *Ultra Vires* Terms

If any term of this Agreement shall be found to be *ultra vires* the City, or otherwise unlawful, such term shall conclusively be deemed to be severable, and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.

4.7 Incontestability

The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, before any court or administrative or other tribunal, the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition thereof, and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

4.8 Time of the Essence

Time shall be of the essence of this Agreement.

4.9 Certificate of Status

Prior to execution of this Agreement by the City, the Developer shall deliver to the City a Certificate of Status issued by the Ontario Ministry of Government and Consumer Services verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.

4.10 Mortgagee's Postponement

The Developer hereby agrees to procure, register and provide to the City any postponement agreements which the City solicitor considers necessary to ensure that this Agreement shall have priority over any interest of a mortgagee in the Lands.

4.11 Notice to Purchasers

The Developer shall notify or cause to be notified each and every purchaser of a Lot or Lots of all Works contracted by the Developer, the Developer's obligations to maintain the Works and all other conditions covered by this Agreement by providing a complete and accurate summary of same and shall cause such information to be fully recorded in any Offer to Purchase or Agreement of Purchase and Sale entered into by the Developer.

- 5 That Clauses 4. through 4.5 from the Original Subdivision Agreement be deleted and replaced with the following:

6 LANDS REQUIRED FOR MUNICIPAL PURPOSES

6.1 The Developer shall convey to the City, in fee simple, free from all encumbrances, such other land as may be required in connection with services necessary for the development of the lands described in Schedule "A" attached hereto, which said additional lands conveyed for Public Purposes are described in Schedule "B" attached hereto.

6.2 The Developer shall transfer the lands referred to in Section 6.1 above in a neat and tidy condition, free from all debris and trash and in a condition including all necessary improvements completed to the satisfaction of the City of Port Colborne.

6.3 The Developer covenants and agrees, at its expense, to obtain and grant to the City, prior to final approval of the subdivision, easements required for the construction of services described in the Schedules attached hereto, in accordance with the City's standard easement agreement form, satisfactory to the City Solicitor. The Developer shall also grant such easements as required by other utility companies or commissions for the installation of their plant.

EASEMENTS FOR MUNICIPAL PURPOSES

6.4 The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the City such easements as may be required for the installation and construction of services or development of the Lands in accordance with Schedule "B" annexed hereto.

6.5 The Developer shall convey to the City or to such public utility company or commission or cable television company as the City may direct, easements required for utility and/or coaxial purposes in accordance with Schedule "B" annexed hereto. All such easements shall be prepared to the complete satisfaction of the City, and if required by the City, any such utility or cable television company.

6.6 The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the City, including Primary Services, Secondary Services and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the Director of Public Works and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the City has passed the Assumption By-Law for Secondary Services.

- 7 That Clause 5. through 15. of the original Subdivision Agreement commencing at and entitled Engineering and Inspections be deleted and replaced with:

SERVICING PLANS AND SPECIFICATIONS

7.1 All Plans and specifications must be approved in writing by the Director of Public Works prior to the execution of this Agreement by the City and the Developer commencing construction of any of the Works.

7.2 The Developer shall submit to the Director of Public Works three (3) paper copies and one (1) digital copy of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.

7.3 It is understood and agreed the Director of Public Works in his appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario, established specifications and standards adopted by the City or existing practices and standards as may from time to time be established or amended by the City by its officials or agents. The City may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.

7.4 No approval by the Director of Public Works shall operate as a release by the City of any liability of the Developer which, but for such approval, might exist or hereafter arise.

7.5 All Plans shall be prepared and stamped by a Consulting Engineer or an Ontario Land Surveyor licensed to practice in the Province of Ontario.

8 ENGINEERING AND INSPECTION

8.1 Consulting Engineer

The Developer shall employ competent and qualified Consulting Engineers, approved by the Director of Public Works, to:

- a) carry out all necessary soil investigations to the satisfaction of the Director of Public Works;
- b) design all Works required to be completed by this Agreement;
- c) prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Director of Public Works for approval prior to installation or construction of such Works;
- d) obtain from the Director of Public Works details regarding the form and scale of the plans and profiles prior to their preparation;
- e) obtain and provide the City with all necessary approvals prior to installation or construction of the Works and prior to execution of this Agreement;
- f) prior to execution of this Agreement by the City, prepare and furnish the Director of Public Works with estimates of the cost of installation and construction of the said Works;
- g) if required, prepare contract documents and call tenders for installation and construction of the said Works;
- h) prepare and supply the City with Progress Payment Certificates;
- i) provide full time resident inspection and contract administration of all Works covered by this Agreement;
- j) maintain all records for the installation and construction of the said Works and submit "as constructed" records in electronic form to the Director of Public Works prior to approving the Completion Certificate for the Works as per the following:
 - i) all reports will be prepared in Microsoft Word and/or Excel and all drawings will be created in AutoCAD (2012) and the latest version of ESRI ArcGIS. Ownership of both hard copies and digital copies must be transferred to the City upon completion of the Works. Metric units are to be used;
 - ii) mapping and associated database information is to be provided in ERSI (.shp) shapefile with object data attached. All information is to be tied to UTM coordinates using the standard NAD83 (Zone 17) datum and should be accompanied by supporting files (font files and plot files) if applicable. Please note that graphical images (.pdf, .cdr, .tif) and CAD files are not considered an acceptable GIS format.

- k) upon completion of installation and construction of the Works, supply the City with a certificate verifying that the Works were installed and constructed in accordance with the approved Plans and specifications;
 - l) provide the Director of Public Works with individual record sheets of all sewer and water service locations and depths;
 - m) when requested by the Director of Public Works, accompany him on his inspections of the Works;
 - n) supervise construction of all Works on a full time basis, including any remedial work the Director of Public Works may require;
 - o) test all services and verify to the Director of Public Works, in writing, that all testing has been completed in accordance with the appropriate requirements;
 - p) provide building elevations for construction purposes; and
 - q) certify, in writing, to the Director of Public Works, as to the actual cost of all Works completed, prior to the City approving a Completion Certificate for such Works or reducing any Letter of Credit.
- 8.2** All Primary, Secondary and Utility Services shall be installed, constructed, inspected and tested under the direct supervision of the Developer's Consulting Engineer at the sole expense of the Developer.
- 8.3** The Developer's Consulting Engineer(s) shall conduct all testing of Works and materials to the complete satisfaction of the Director of Public Works. All sanitary and storm sewers must be inspected and videoed via closed circuit television (CCTV) prior to final acceptance by the City. Complete CCTV reports in the latest format to be provided to City upon completion with as-built documents.
- 8.4** The Director of Public Works or his designate shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Director of Public Works. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Director of Public Works.
- 8.5** The City shall inspect all works as deemed necessary to ensure that the works are being constructed in accordance with the plans and specifications approved by the City, to the Engineer's satisfaction. This inspection shall be in addition to the inspection provided by the Developer's Consulting Engineer, and shall in no way relieve the Developer or its Consulting Engineer of any responsibility with regard to supervision and inspection or the proper completion of the work. The Developer shall pay the full cost of engineering inspection by the City.
- 8.6** The City shall inspect all materials and appurtenances prior to installation to ensure conformance with latest City approved material/manufacturer lists. Any items deemed unacceptable are to be tagged or otherwise identified as "unacceptable", and removed from site immediately. Any items deemed "unacceptable" will be replaced at the expense of the Developer. Replacement item(s) shall be examined for conformance to the specifications by the City.
- 8.7** The Director of Public Works shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Director of Public Works.
- 9** That Clauses 6 to 6.4 from the Original Subdivision Agreement titled Tenders and Contractors be deleted and replaced with the following:

TENDERS, INSURANCE & BONDING

- 9.1** If required by the City, the Developer shall call for tenders for the Works in accordance with the City's Purchasing Policy (By-law No. 3687/113/98). Where the City requires the Developer to call for tenders, any tender proposed to be accepted by the Developer shall not be accepted until same has been approved in writing by the Director of Public Works.
- 9.2** Prior to commencement of any Works, the Developer shall, at his sole expense, provide the City with:
- a) a copy of the contractor's Performance and Maintenance Bond and Labour and Material Payment Bond each for one hundred percent (100%) of the contract sum, if required. The aforesaid Bonds shall unconditionally guarantee to the Developer and the City that the Works will be satisfactorily completed and maintained within the terms of the contract, this Agreement and the approved Plans up to the face value of the bond. Without limiting the generality of the foregoing, such Bonds shall cover extensions to the contract, modifications thereof, and the Maintenance Warranty Period. The bonding company shall not replace a prime contractor or sub-contractor without prior written approval of the Director of Public Works. Bonding companies are subject to acceptance by the City;
 - b) a certified copy of the Developer's third party All Perils and Liability Insurance Policy naming the City as an additional insured in a form satisfactory to the City as follows:
 - i) the policy is to be written on the comprehensive form including contractual liability and complete operations with an inclusive limit of five million dollars (\$5,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);
 - ii) the Liability Insurance Policy shall not contain any exclusions for damage to property, support of any property, building or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise and shall not contain an exclusion for blasting;
 - iii) the Standard Automobile Policy shall cover both owned and non-owned vehicles with inclusive limits of not less than two million dollars (\$2,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);
 - iv) excess umbrella liability coverage of four million dollars (\$4,000,000.00) for all risks included in (i) and (ii) above shall be provided with a retained limit up to ten thousand dollars (\$10,000.00);
 - v) "Cross Liability" and "Severability of Interest" clauses or endorsements shall be provided;
 - vi) an endorsement will be provided to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City from the insurer;
 - vii) the premium for the said policies shall be paid initially for a period of two (2) years and the policy shall be renewed for

further one-year periods until all Works required under this Agreement are installed and assumed by the City;

- viii) The policy of insurance shall not be construed as relieving the Developer from responsibility for the deductibles or other or larger claims, if any, for which the Developer or City may be held responsible;

- c) a certificate from the Worker's Safety Insurance Board certifying the contractor is in good standing with the Board; and
- d) satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

10 That Clauses 7 to 7.14 titled Installation of Services from the Original Subdivision Agreement be deleted and replaced with the following:

10.1 SERVICES

General

- a) Where the Plan of Subdivision is serviced by a secondary means of egress or emergency access to be constructed by the Developer, an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such secondary means of egress or emergency access, road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.
- b) Where it is necessary to use a secondary means of egress or emergency access to be constructed by the Developer or an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.
- c) The Developer shall not change, or do any work that will prejudicially effect, any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Director of Public Works, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the City from any claim arising from such damage.
- d) The Developer shall keep all portions of the development well, properly and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the City from any claim arising from said damage.
- e) The Developer covenants and agrees to carry out all Works necessary to service the Plan of Subdivision in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the City, its servants or agents, may, at the City's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Plan of Subdivision. The cost of any such work performed by or at the instruction of the City, shall be paid by the Developer on demand, and

without limiting any of its remedies at law or in equity, the City may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

- f) The Developer shall be solely responsible for controlling dust, odour, exhaust, smoke or any other airborne nuisance in conjunction with the Works, both within the Plan of Subdivision and elsewhere.
- g) All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as free as possible from mud, dust, debris etc. and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the City's requirements and to the satisfaction of the Director of Public Works.
- h) All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Director of Public Works, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer's or its contractor's vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Director of Public Works make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Director of Public Works remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the City's requirements and to the satisfaction of the Director of Public Works.
- i) The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation Bell Canada, Consumer's Gas, Enbridge Gas, Canadian Niagara Power Inc., Regional Cable Television (Central) Inc., Niagara Regional Broadband Network, etc.) of the approximate date of construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Director of Public Works, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or any other public utility works as necessary and as approved by the Director of Public Works, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.
- j) The City disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other utilities, services and structures owned by the City or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said pipes, conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such pipes, conduits, tracks, utilities and structures, and to inspect the

public records of the various City Departments having recognizance and control of pipes, conduits and sewers, and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer's responsibility to consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be notified immediately by the Developer and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Director of Public Works.

- k) The Developer agrees to keep boulevards and Easements graded and free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial, gas and hydro-electric installations, and other utility works.
- l) The Developer shall remove from all road allowances in the Plan of Subdivision, any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Director of Public Works, and further, shall remove from the Lands any unkempt, diseased or infested trees, vines or bushes. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the City to the Developer, the City may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the City may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- m) The Developer shall not remove any earth from the Lands without first obtaining written approval from the Director of Public Works and following any applicable provincial regulations.
- n) All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the City's specifications therefor at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.
- o) The Developer acknowledges and agrees, notwithstanding the complete installation of services in the subdivision as authorized by the City, that the City will not be held liable for any stoppage or delay of the registration of the Plan or the issuance of Building Permits for the lots in the Plan.

11 Survey Monuments to be Preserved

The Developer agrees that all survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved; and if any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of a Registered Ontario Land Surveyor (OLS).

12 City's Right to Enter and Repair

- a) The City shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:
 - i) without notice to the Developer where, in the sole opinion of the Director of Public Works, danger to public safety or an emergency condition exists, or the streets have not been kept

free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and

- ii) where repairs to or maintenance of the said Works has not been completed within twelve (12) hours after written notice requiring such repairs or maintenance has been delivered to the Developer.
- b) The decision of the Director of Public Works that repairs, remedial work or maintenance to the said Works is required or that an emergency state exists requiring immediate repair or maintenance shall be final, conclusive and incontestable. Such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the City or an assumption by the City of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement.
- c) The cost of any repair or maintenance work (including professional fees) undertaken by the City pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the City within thirty (30) days after a statement of account therefor has been delivered to the Developer. If the Developer fails to pay the amount due to the City within such thirty (30) day period, the City may and is hereby expressly authorized by the Developer to deduct the amount owing to the City for such repairs or maintenance from any monies or Letters of Credit deposited with the City.
- d) Repairs or maintenance undertaken by the Developer pursuant to this subsection, shall be completed in the presence of the Director of Public Works or his representative.

13 Services to be Co-ordinated

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be coordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

14 Land Use Sign

The Developer agrees to erect, to the satisfaction of the Director of Public Works, a 2.5m x 2.5m Land Use Sign prior to the commencement of construction of the Works, which shall indicate the proposed and abutting street system, lot patterns, sidewalk layout and land uses. The Developer further agrees to make available all such information and related servicing structures to prospective buyers.

15 Interim Works

The Developer agrees and acknowledges that, until the Director of Public Works affixes his signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer's risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

16 Roads

- a) The Developer agrees to perform and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.
- b) Any existing road damaged during the development of the Plan of Subdivision shall be restored by the Developer, to the complete satisfaction

of the Director of Public Works, prior to approval of the Certificate of Completion for Primary Services.

- c) The roads shall be named to the satisfaction of the City.

17. Sanitary Sewer System

- a) If required by the City, and prior to execution of this Agreement by the City, the Developer shall undertake a review of existing downstream sanitary sewer system to ensure the capacity of the system is sufficient for the increase in flows from the Plan of Subdivision. In the event the downstream system is inadequate for the flow increase from this Subdivision, upgrading of those facilities will be the financial responsibility of the Developer and the Work required and/or necessary to upgrade such facilities shall be completed by the Developer as part of development of this Plan of Subdivision to the complete satisfaction of the Director of Public Works.
- b) The Developer shall construct a sanitary sewer system, including service laterals from the sewer main to the Street Line and other appurtenances, to adequately service the Lands. All sanitary sewers, including upgrading of downstream facilities if deemed necessary by the City, shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Public Works, the Region of Niagara Public Works Department and the Ministry of the Environment, Conservation and Parks, and the construction and materials used therein shall be in accordance with the City's most recent specifications therefor.
- c) All sanitary sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment as per OPSS.MUNI 411:
 - i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;
 - ii) forthwith after final paving of the streets has been completed; and
 - iii) upon receipt of any written notice from the Director of Public Works.
- d) All sanitary sewer Works shall be tested, and if necessary re-tested, and the method and time of testing shall be to the satisfaction of the Director of Public Works.
- e) All sanitary sewer Works shall be inspected and videoed via closed circuit television as per OPSS.MUNI 409 to the satisfaction of, and upon any written notice from, the Director of Public Works and prior to assumption of the sanitary sewer Works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Public Works, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Public Works, be required.
- f) Prior to the Director of Public Works approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Public Works with all of the items listed in Section 52 d).
- g) Prior to registration of the Plan, the Region shall confirm that adequate sanitary sewage allotment is available.

- h) The Developer agrees to perform and complete all sanitary sewer Works required by this agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.

18 Storm Drainage System

- a) The Developer agrees to construct a storm drainage and storm water management system to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Director of Public Works, the Region of Niagara Public Works Department, the Niagara Peninsula Conservation Authority (NPCA) and the Ministry of the Environment, Conservation and Parks, and construction and materials used therein shall be in accordance with the City's most recent specifications therefor.
- b) All storm sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment as per OPSS.MUNI 411:
 - i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;
 - ii) forthwith after final paving of the streets has been completed; and
 - iii) upon receipt of any written notice from the Director of Public Works.
- c) All storm sewer Works shall be inspected and videoed via closed circuit television as per OPSS.MUNI 409 to the satisfaction of, and upon any written notice from, the Director of Public Works and prior to assumption of the storm sewer Works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Public Works, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Public Works, be required.
- d) Prior to the Director of Public Works approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Public Works with all of the items listed in Section 52 d).

19 Stormwater Management System

- a) The Developer agrees that prior to the City executing this Agreement the Developer shall prepare and provide a Storm Water Management Report which shall be submitted for approval by the Director of Public Works, the Ministry of the Environment, Conservation and Parks, the NPCA and the Region of Niagara Public Works Department, indicating the following:
 - i) the manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the Provincial guidelines contained in "Stormwater Management Practices Planning & Design Manual - June 1994" (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;
 - ii) an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the

storm water management system must provide Level 1 protection for downstream fisheries and resources); and

- iii) an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the latest revision of the "Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites" or such more stringent standards as may be applicable.
- b) The Developer shall prepare and provide a Subdivision Grading Plan in accordance with Section 30 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands. The 100-year flood level shall be plotted on the Plan to ensure that all structural development will be located above this elevation.
- c) The Developer agrees to implement the Storm Water Management Plan, as approved by the NPCA including the approved grading and drainage plans, any required erosion and flood protection works, and all NPCA requirements.
- d) The Developer agrees to carry out or to have carried out all storm water management techniques and Works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Subdivision Grading Plan and Storm Water Management Plan to the complete satisfaction of the Director of Public Works and the Region of Niagara Public Works Department.

20 Water Distribution System

- a) The Developer shall construct a complete water supply and distribution system, including valves, valve boxes, fire hydrants, service connections, curbstops and boxes, blow-offs and ground hydrants as may be required for the purpose of servicing the Plan for Subdivision. The water distribution system shall be constructed according to the Plans approved by the Director of Public Works or the Region of Niagara Public Works Department and the Ministry of the Environment, Conservation and Parks if required, and the construction and materials used therein shall be in accordance with the City's most recent specifications therefor.
- b) The Developer shall install, charge, test and maintain fire hydrants as required by the approved Plans and specifications in accordance with this Agreement to the complete satisfaction of the Port Colborne Fire Department and the Director of Public Works.
- c) The water supply and distribution system shall be designed to accommodate residential and fire flows with the minimum size of 150 mm in diameter.
- d) All water mains shall be flushed, chlorinated, pressure tested, bacterial tested and tracer wire connectivity tested in accordance with the Provincial Watermain Disinfection Procedure and the most current version of the City of Port Colborne Watermain Commissioning Protocol and to the satisfaction of the Director of Public Works prior to approval of the Completion Certificate for Primary Services.
- e) Prior to the Director of Public Works approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Public Works with all the items listed in Section 52 d).

- f) Performance Based Flushing is to be carried out by a licenced City of Port Colborne Water Operator. The number, frequency and locations of hydrants to be flushed are to be determined by the City to maintain water quality and provide safe drinking water that is representative of the drinking water system. The Developer agrees to pay staff time, vehicle time and water rates per cubic meter as set in the City's rates and fees. The following conditions will apply:
 - i) Flushing and testing will commence once the new watermain has been connected to the network. It will be carried out at a frequency based on performance and to ensure water quality requirements;
 - ii) The Proponent will pay invoices for flushing and testing based on actual costs incurred by the City. Such costs shall be based upon rates established in the City's rates and fees; and,
 - iii) Flushing and testing will cease once tests confirm that water quality requirements have been met as per the Safe Drinking Water Act, or 80% occupancy has been achieved to provide adequate water turnover.

21 Sidewalks

The Developer shall, at its sole expense, construct concrete sidewalks in accordance with the approved Plans filed and specifications therefor.

22 Fencing

The Developer shall, at its sole expense, construct fencing in accordance with the approved Plans filed and specifications therefor.

23 Street and Traffic Signs

- a) The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Public Works during the construction period.
- b) The Developer shall pay for all permanent street and traffic signs and other traffic control devices required by the approved Plans and to the satisfaction of the Director of Public Works. The Developer shall be responsible to install all permanent street and traffic signs to the current standards of the City.

24 Electrical Distribution System and Street Lighting

- a) The Developer shall arrange with Canadian Niagara Power Inc. (CNPI) for the design, provision and installation of all electrical transmission and distribution system and streetlighting system required to service all of the Lots shown on the Plan with electrical power in accordance with the plans and specifications therefor approved by CNPI and the Director of Public Works. All such facilities shall be installed underground unless specific external systems are approved by CNPI and the Director of Public Works. The cost of providing such facilities shall be borne by the Developer.
- b) The Developer shall arrange with CNPI for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service

connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to CNPI upon receipt of a statement of account therefor.

- c) Prior to the Director of Public Works approving the Certificate of Final Acceptance for Primary Services, the Developer shall deliver to the City satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the City, and upon Council passing the Assumption By-Law for Primary Services the City will assume the street lighting system into the City's street light inventory.
- d) The Developer will supply the City with 3 spare fixtures including but not limited to poles, arms, luminaires and mounting hardware for replacement inventory.

25 Utility Services

All Utility Services required to service the Plan of Subdivision, including, without restricting the generality of the foregoing, hydro service, gas, telephone cables and coaxial and fibre cables, and gas shall be installed underground from the source with pad-mounted transformers. All Utility Services shall be installed, constructed and energized or activated prior to the Director of Public Works approving the Certificate of Completion for Primary Services

26 Mail Delivery

- a) The Owner agrees to install a concrete pad at final approved grade in accordance with the requirements of Canada Post to facilitate the installation of Community Mail Boxes. The location of the concrete pads are subject to approval by Canada Post and the Engineer.
- b) The Owner agrees to identify the concrete pads on the engineering servicing drawings. The pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.
- c) The Owner agrees to determine the location of all centralized mail facilities in cooperation with Canada Post and to post the location of these sites on appropriate maps, information boards and plans.
- d) The Owner agrees to coordinate with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision.

27 Tree Plantings

- a) In order to maintain a high standard of amenity and appearance, the Developer, its heirs, executors, administrators, successors and assigns hereby undertake and agree to retain the maximum number of trees within the lands consistent with good design and conservation practices and to deposit a Letter of Credit with the City, to guarantee the total cost of purchasing, planting and maintaining trees within the Plan in accordance with the following:
 - i) The Owner agrees to plant one tree in the front yard of each lot within the plan, 1.5 metres from the front lot line. The

location shall be on private property and not interfere with the alignment of the services to the property.

- ii) Trees shall be 50 millimetres caliper or more and a height of 1.8 metres or more, balled and bur lapped at planting and be of such varieties as Red Maple, Common Hackberry, Kentucky Coffeetree, Tulip Tree, Redspire Ornamental Pear, Princeton Sentry Gingko or such other compatible variety, as approved by the City.
- b) In accordance with Schedule "J" annexed hereto, prior to registration of this Agreement by the City, the Developer shall provide a security in the form of a Letter of Credit to the City for Tree Planting within the subdivision, to cover the cost of purchasing, planting and maintaining trees within the Plan.

28 Driveways

- a) Each Lot shall be serviced with a driveway approach constructed in accordance with the Plans filed to the complete satisfaction of the Director of Public Works.
- b) All driveway approaches (aprons) between the curb line and the sidewalk, or in the absence of a sidewalk, between the curb line and the Street Line shall be installed and paved by the Developer in accordance with the approved plans and specifications therefor prior to the Director of Public Works approving the Completion Certificate for Secondary Services.

29 Landscaping

- a) The Developer shall grade and place a minimum of 100mm of topsoil together with number one nursery sod on all portions of road allowances in the Plan of Subdivision not covered by asphalt or sidewalks and along all sides of the Plan of Subdivision abutting on adjacent existing streets. All sodding as herein described shall be considered as part of the cost of construction of services for the Plan of Subdivision, and shall be completed prior to the Director of Public Works approving the Completion Certificate for Secondary Services.
- b) All drainage ditches, major overland flow drainage swales and depressions within the Plan of Subdivision shall be sodded with number one nursery sod prior to the City issuing any building permits. The Developer shall maintain all sod until Council passes the Assumption By-Law for Secondary Services.

30 Subdivision Grading and Drainage

- a) Unless otherwise approved or required by the City, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:
 - i) the City has agreed in writing to such alteration or removal; and
 - ii) the City has approved the Subdivision Grading Plan pursuant to the terms of this Agreement and the City's Lot Grading and Drainage Policy, By-Law 2464/80/90 and amendments thereto.
- b) Prior to execution of this Agreement by the City or commencing any phase of development, and in accordance with the City's Lot Grading and Drainage Policy, By-Law No. 2464/80/90 and amendments thereto, the Developer shall prepare and provide the City, as part of the engineering drawings, a Subdivision Grading Plan for the purpose of controlling the overall drainage pattern in the Plan of Subdivision. The Subdivision Grading Plan shall be prepared in conformance the City's Lot Grading and Drainage Policy, By-Law 2464/80/90 and amendments thereto.

- c) The following grading works shall be completed prior to the issuance of any Building Permits:
 - i) construction and sodding of all major overland flow drainage swales and other erosion control devices to the satisfaction of the Director of Public Works for the Plan of Subdivision, subject to weather conditions; and
 - ii) rough grading of all Lots to generally conform to the Subdivision Grading Plan.
- d) If drainage problems arise which are as a result of non-compliance with the requirements of By-Law 2464/80/90 and amendments thereto, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the City may enter upon the Lands to remedy any such problem and may use the Subdivider's Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Subdivider's Grading Deposit shall be the responsibility of the Developer, and if not reimbursed to the City forthwith after being incurred by the City, the City may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- e) The Developer shall deposit with the City as security for carrying out the provisions of the Subdivision Grading Plan, in accordance with Schedule "J" annexed hereto, a Subdivider's Grading Deposit as required by By-Law 2464/80/90 and amendments thereto.
- f) Upon completion of the Works and acceptance by the City of a Subdivision Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Subdivider's Grading Deposit, less any cost for remedial work undertaken by the City.

31 Lot Grading and Drainage

- a) Prior to the issuance of a Building Permit for a Lot, the Developer or the Building Permit applicant shall submit to the City three copies of a proposed Lot Grading Plan prepared by a Professional Engineer or an Ontario Land Surveyor and shall conform to the Subdivision Grading Plan.
- b) Prior to issuance of a building permit for a Lot, the Building Permit applicant shall submit to the City as security for carrying out the provisions of the Lot Grading Plan a Lot Grading Deposit in the amount of \$2,000.00 per Lot.
- c) Upon acceptance of the Grading Conformance Certificate by the City, the Developer may apply in writing for release of the Lot Grading Deposit, less any cost of remedial work performed by the City.
- d) The grading of a Lot shall be considered complete when the building has been erected and such lot has been graded and sodded. Sodding shall be done within two months after occupancy of the dwelling or by the next June 1st following occupancy should occupancy take place after November 1st.
- e) Upon completion of the grading as noted in Section 31. a) of this Agreement, prior to landscaping or fencing, the Developer shall submit to the City one copy of the Lot Grading Plan which shall indicate the finished elevation as shown on the proposed Lot Grading Plan. This "as constructed" Lot Grading Plan shall be prepared and certified by a Professional Engineer or Ontario Land Surveyor.
- f) Once the "as constructed" grading of a Lot has been certified and signed by an Ontario Land Surveyor or Professional Engineer to be in conformance with the latest revision of the Subdivision Grading Plan, the Lot Grading Plan if approved by the City, shall be accepted and dated by the City, as the "Grading Conformance Certificate."

- g) The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to maintain the grading and drainage schemes as established and verified by the Grading Conformance Certificate and not to alter or revise the grading or drainage without the express written consent of the Director of Public Works or the Chief Building Official.

32 Foundation Drains

The Developer agrees that foundation drains shall be pumped by a sump pump in each house and discharged to the surface in such a manner that any water collected shall drain away from the foundation of the building. Sump pump connections may be made to the storm lateral provided such connections are made at a point above the finished elevation of the ground adjacent the building.

33 Roof Water

The Developer agrees that roof water drainage from any structure or building shall be directed via downspouts discharging via splash pads (concrete or other suitable material) to grass surfaces. These splash pads shall extend a distance at least 1.2 metres away from the structure and must direct the flow away from the building, not onto walks or driveways and not towards adjacent property.

34 Minimum Basement Elevations

If required, the Developer agrees to submit a plan for approval to the Director of Public Works, detailing the basement control elevations for individual dwellings or structures within the Plan of Subdivision and to ensure compliance with approved basement control elevations.

35 BY-LAW(S), DOCUMENTATION AND REGISTRATION

36 That Clauses 8, 13, 14, 16 & 17 from the Original Subdivision Agreement be deleted and replaced with the following:

- a. Before this Agreement is executed by the City, the appropriate authorizing By-law must be enacted by the Council of the City.
- b. The City may, at the sole expense of the Developer, request the Developer's solicitor to prepare such further and other documentation as may be deemed necessary and/or required by the City for the preparation, registration and implementation of the agreement.
- c. If required, the Developer's solicitor, at the sole expense of the Developer, shall:
 - i. provide and/or prepare all documentation which the City's Solicitor may require, including all necessary Transfers, Easements and restrictive covenants in registerable form;
 - ii. certify title to the City in a signed Certificate of Title;
 - iii. have all documentation signed by the Developer, Charges, and other necessary parties;
 - iv. sub search title and obtain an Execution Certificate prior to registration and provide copies of same to the City's Solicitor;
 - v. deliver all executed documentation to the City; and
 - vi. attend to registration of all documentation, at the Developer's expense, required by this Agreement.

- d. Prior to the City executing this Agreement, the Developer shall provide the City with two (2) copies each of the draft Plan of Subdivision (M-Plan) for the Lands and the draft Reference Plan (R-Plan) providing legal descriptions for Easements within or outside the Lands.

- e. The Developer covenants and agrees to register an application, signed by the City, for an order inhibiting any dealings with the Lands to the applicable Land Registrar immediately following the registration of the Agreement. The Developer acknowledges that the City shall not be obligated to register any documents in compliance with the Inhibiting Order or to apply to have the Inhibiting Order removed from title until the Developer has supplied all documents in compliance with this Agreement in a form satisfactory to the City for registration and all other documents required to provide discharges, releases and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands have been registered against title to the lands.
- f. Upon the City being satisfied that all conditions of Draft Plan approval for the Plan of Subdivision have been satisfied by the Developer within the required time, the City shall register the following documentations at the sole expense of the Developer as soon as practicable:
 - i. the approved Plan of Subdivision; and
 - ii. all other documentation related thereto, including without limitation, Cessations of Charge.
- g. In the event the Plan of Subdivision is not registered within one (1) year from the date of registration on title of this Agreement, the City may declare the Developer in Final Default.
- h. The Developer shall not deal in any manner whatsoever with any Lot or Block shown on the Plan of Subdivision until this Agreement, the Plan of Subdivision and all other documentation (including Transfers, Easements, Cessation of Charge, Inhibiting Orders, Reference Plans, and Postponements of Charges) required by this Agreement and by the City's solicitor have been delivered, approved and registered on title to the complete satisfaction of the City's solicitor.

Permits, Fees, Deposits and Occupancy

37 Building Permits – Issuance

The Developer covenants and agrees not to apply for building permits until:

- i. all Primary Services have been completed and a Certificate of Completion for Primary Services has been approved to the satisfaction of the Director of Public Works;
- ii. the City has on file an approved Subdivision Grading Plan;
- iii. the Developer has completed the following grading works:
 - i) rough grading of all Lots to generally conform to the Subdivision Grading Plan;
 - ii) construction and sodding of all major overland flow drainage swales and other erosion control devices deemed necessary by the City for the Lands;
- iv. the City has on file an approved Proposed Lot Grading Plan;
- v. the City is in receipt of all applicable fees and deposits including, without limiting the generality of the foregoing:
 - i) Development fees at the prevailing rate as prescribed by The Development Charges By-Law 6733/97/19 and amendments thereto;
 - ii) the Lot Grading Deposit;

- iii) Building Permit application fee;
- iv) Plumbing Permit application fee;
- v) Water meter fee;
- vi) Service Main connection application and fee, if applicable;
- vii) Land for park dedication fee; and
- viii) Any other fees, deposits or payments required under this Agreement;

- vi. the City's Fire Department has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;
- vii. the City is satisfied all terms and conditions of this Agreement have been complied with insofar as they apply at that point in time;
- viii. the Developer has paid all development charges required by the Development Charges By-Law of the Regional Municipality of Niagara; and
- ix. the Developer has otherwise complied with all applicable law.

38 Water Saving Devices

The Developer agrees that all new homes being constructed will utilize water saving devices such as low flow toilets and low flow shower heads, of a standard acceptable to the Director of Public Works and the Chief Building Official.

39 No Building Permit While In Default

Notwithstanding anything herein contained, the City may refuse to issue building permits if there is an existing default in any of the provisions of this Agreement.

40 Service Main Connections

Prior to making any connections, if required, to existing municipal services the Developer shall submit to the City, completed Connection Permit applications and applicable fees for connection to existing sewer or water mains. No connection shall be made until the Connection Permits are approved by the City's Engineering and Operations Department.

41 Occupancy

Unless otherwise determined by the Chief Building Official, no dwelling, including model units, shall be occupied:

- i. until the Director of Public Works has approved the Certificate of Completion for Primary Services;
- ii. until the City has on file a Grading Conformance Certificate for the Lot; and;
- iii. until a final inspection has been completed and a Letter of Occupancy is issued by the Chief Building Official.

42 Model Units

The Developer agrees to pay all applicable permit fees and development charges for the buildings or structures constructed as model units, and shall otherwise comply with Section 41 herein, prior to a Letter of Occupancy being issued for said units.

43 Water Meters

All new homes constructed shall be equipped with water meters at the sole expense of the Developer.

SECURITY DEPOSITS AND CASH PAYMENTS

44 General

- a) The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works for the Plan of Subdivision together with all City inspection charges, engineering, administrative and consulting fees and in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security and cash payments on account of aforesaid costs, charges and fees in accordance with Schedule "J" annexed hereto prior to execution of this Agreement by the City. The security should be in the form of a standby Letter or Letters of Credit with **automatic renewal provision**, in a form approved by the City. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the City returns the Letter of Credit in accordance with the provisions of this agreement.
- b) The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or matter, the City may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- c) The Developer acknowledges and agrees that the City reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the City determines that any reduction in the Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the City will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the City has sufficient security to ensure that such work will be completed.
- d) Whenever in this Agreement a Letter of Credit is required to be filed with the City, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the City as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- e) The Developer acknowledges that upon the transfer of any ownership of the Lands, the City will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the City.
- f) The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to execution, the Developer's Consulting Engineer shall provide the City with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Primary Services and Secondary Services and City inspection charges, engineering, administrative and consulting fees shall be calculated, in a manner satisfactory to the Director of Public Works, on the basis of the Developer's Engineer's estimated cost of design, construction, supervision, inspection and maintenance of all Works as set out in Schedule "J" annexed hereto.

- g) From time to time, upon written request, the Developer's Consulting Engineer shall be required to certify in writing the actual cost of design, construction and maintenance of all Works installed and constructed to date, and the estimated cost of all outstanding Works, and the Director of Public Works may adjust the amount of security required if the actual cost of construction of all Works, installed and constructed to date or the estimated cost of all outstanding Works exceeds the original estimated costs as set out in Schedule "J" annexed hereto and the Developer shall be required to obtain, and the Developer hereby covenants to obtain, an amendment to the security to give effect thereto. In the event the Developer fails to increase the amount of security within seven (7) days of receipt of aforesaid written notice, then the Developer shall be deemed to be in Final Default of the terms and conditions of this Agreement.

45 Cash Payments

Prior to the execution of this Agreement by the City, as security for payment of services to be rendered by the City and its agents as required by this Agreement, and for presently outstanding payments owing to the City, the Developer shall, in accordance with Schedule "J" annexed hereto, deposit with the City cash payment and cash security as set out in Schedule "J", which security shall include, but not be limited to the following:

- a) all arrears of taxes and all current taxes and local improvement charges assessed against the lands described in Schedule "A" annexed hereto; and
- b) the City's engineering, administration, review, consulting, and inspection costs for this Agreement, approval of the Plans, and enactment of By-laws, shall be payable in cash to the City at the time of signing of this Agreement calculated on the following basis:
 - i) 3% of cost of Works
 - ii) Further, the Developer's Consulting Engineer shall be required to certify the actual cost of all construction in writing to the Director of Public Works, who may adjust the amount of inspection fee following construction if the actual construction costs vary from the original estimated costs by an amount greater than ten percent (10%).
- c) The Developer shall reimburse the City, all legal costs incurred by the City associated with the preparation, administration and registration of this Agreement.

46 Letter of Credit for On-Site Primary Services

- a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit in the amount of ten percent (10%) of the estimated cost of the design and construction of all Primary services to be constructed within the boundaries of the Plan of Subdivision (herein referred to as "On-Site Primary Services"). On default by the Developer in providing the On-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit to pay for the completion of such On-Site Primary Services. Upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act* with respect to the construction of On-Site Primary Services, the City shall also be entitled to call upon the said Letter of Credit.
- b) For On-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release security deposits, provided that at no time shall the amount retained be less than one hundred percent (100%) of the estimated cost of uncompleted On-Site Primary Services plus ten percent (10%) of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of On-Site Primary Services secured under Section 44 of

this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

- c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of On-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the On-Site Primary Services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty hereinbefore referred to may be released by the Treasurer to the Developer.

47 Letter of Credit for Off-Site Primary Services

- a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit for one hundred percent (100%) of the costs of design and construction of all Primary Services outside the boundaries of the Plan of Subdivision (herein referred to as "Off-Site Primary Services"). On default of the Developer in providing the Off-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit to pay for the completion of such Off-Site Primary Services. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act* with respect to Off-Site Primary Services.
- b) For Off-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release security deposits, provided that at no time shall the amount retained be less than one hundred percent (100%) of the estimated cost of uncompleted Off-Site Primary Services plus ten percent (10%) of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Off-Site Primary Services secured under Section 44 of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.
- c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Off-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the Off-Site Primary Services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty hereinbefore referred to may be released by the Treasurer to the Developer.

48 Letter of Credit for Off-Site and On-Site Secondary Services

- a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit in the amount of one hundred and twenty percent (120%) of the costs of design and construction of all Off-Site and On-Site Secondary Services. On default of the Developer in providing the Secondary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit in order to pay for the completion of such Secondary Services. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Lien filed pursuant to the provisions of the *Construction Lien Act* with respect to Secondary Services.
- b) For all Secondary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release such security deposits, provided that at no time shall the amount retained be less than one hundred and twenty percent (120%) of the estimated cost of uncompleted Secondary Services. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement,

any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Secondary Services secured under Section 44 of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

- c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Secondary Services completed to guarantee the workmanship and materials of the Works until assumption of Secondary services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty herein before referred to may be released by the Treasurer to the Developer.
- d) Upon written demand by the Director of Public Works and upon the Developer making application for release of security, the Developer shall deliver to the City, a statutory declaration by or on behalf of the Developer stating:
 - i) the date of completion of the subject services;
 - ii) Works completed to date;
 - iii) all accounts that have become due and payable in connection with the construction, installation, inspection, repair and maintenance of the subject services have been paid; and
 - iv) all requirements of the *Construction Lien Act* have been complied with to date and proof of expiration of liens under the *Construction Lien Act*.

49 That Clause 18 of the Original Subdivision Agreement titled Default be deleted and replaced with the following:

DEFAULT

- a) Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, any contract awarded for the Works or the approved Plans, or upon the Developer becoming insolvent or making any assignment for the benefit of creditors, the City, at its option, may declare the Developer to be in default. Notice of such default shall be given by the City, and if the Developer shall not remedy such default within such time as provided in the notice, the City may declare the Developer to be in Final Default under this Agreement and shall then forthwith give notice thereof to the Developer. Upon notice of default having been given, the City may require all work by the Developer, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid to cease. Upon Final Default of the Developer, the City may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:
 - i) enter upon the land shown on the said Plan of Subdivision, by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Developer, and collect the cost thereof from the Developer and/or enforce any security available to it;
 - ii) make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
 - iii) retain any sum of money heretofore paid by the Developer to the City, for any purpose, and apply the same in payment or part payment for any work which the City may undertake;

- iv) assume any work or services whether the same have been completed or not, and thereafter the Developer shall have no claim or title thereto or remuneration therefor;
 - v) bring action to compel specific performance of all or any part of this Agreement, or for damages or other relief or remedy; or
 - vi) exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law or in equity.
- b) Developer shall be deemed to be in Final Default if:
- i) the City receives written notice from the Bank of its intention to not renew the Letter of Credit;
 - ii) the Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;
 - iii) the City receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the City is being altered, cancelled or allowed to lapse;
 - iv) the Developer has not made provision for renewal at least thirty (30) days prior to the date of expiry of any insurance policy, Performance and Maintenance Bond or Labour and Material Payment Bond;
 - v) upon sale of the Lands the new Developer has not delivered to the City, replacement security deposits; or
 - vi) the Developer fails to increase security as required by the provisions of this Agreement.

50 That Clause 18 of the Original Subdivision Agreement titled Completion be deleted and replaced with the following:

COMPLETION, MAINTENANCE, ACCEPTANCE AND ASSUMPTION OF WORKS

a) Condition Precedent

The performance by the Developer of its obligations in this Agreement to the satisfaction of the Director of Public Works shall be a condition precedent to the approval, maintenance, acceptance and assumption of the Works or any of them by the City.

b) Time to Complete Servicing

The Developer shall proceed with the installation or construction of the Works required by this Agreement and the approved Plans with all reasonable dispatch and shall complete:

- i) all required Primary Services within one year after the date of registration of the Plan of Subdivision; and
- ii) all required Secondary Services not later than three (3) years after completion of the Primary Services or forthwith after 80% of the building construction has been completed whichever occurs earlier unless otherwise approved by the Director of Public Works.
- iii) The Director of Public Works may extend the time for completion of Primary and Secondary Services or any of them for such length of time as he or she may deem expedient upon written application of the Developer with reasons why the extension is required.

51 **Roads**

- a) Until Council passes an Assumption By-Law for Secondary Services assuming all the roads constructed, the Developer, on behalf of itself, its successors and assigns, including its successors in title to the

Lands in the Plan of Subdivision, hereby releases, discharges and agrees to indemnify and save harmless the City from and against all actions, causes of action, suits, claims and demands whatsoever and howsoever arising, and without limiting the generality of the foregoing, which may arise by reason of:

- i) any alteration of the existing grade or level of any road or roads on the said Plan to bring the grade or level in accordance with the plans approved by the Director of Public Works;
 - ii) any damage to the lands abutting on any road or roads shown on the Plan of Subdivision or to any building erected thereon arising from or in consequence of any such alteration of grade or level; and
 - iii) any damages or injuries (including death) to persons or damage to property occurring or arising on any road or roads on the said Plan of Subdivision, however caused.
- b) All road allowances shown on the Plan of Subdivision shall be named to the satisfaction of the Director of Public Works.

52 Completion Certificate for Primary Services

- a) Primary Services installation will not be considered complete by the City until an inspection has been made by the Director of Public Works or his designate and the Completion Certificate for Primary Services has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Primary Services.
- b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- c) Prior to the Director of Public Works approving the Completion Certificate for Primary Services, the documentation listed in Subsection 52(d) must be provided to the Director of Public Works in a single submission package.
- d) The Developer's Consulting Engineer shall provide to the Director of Public Works documents verifying that all primary services were installed and constructed in accordance with approved plans and specifications, including;
 - i) Certificate(s) stating that all watermains have been flushed, chlorinated and pressure tested in accordance with City standards;
 - ii) Certificate(s) stating that all watermain tracer wires have been tested and the new water distribution system can be traced;
 - iii) Certificate(s) stating that all fire hydrants servicing the development have been tested by a qualified hydrant testing agent;
 - iv) Copies of the hydrant test reports and fire flow test reports prepared by a qualified hydrant testing agent;

- v) Certificate(s) stating that all storm and sanitary sewers have been flushed after placement of base course asphalt as per OPSS.MUNI 411, low pressure air tested as per OPSS.MUNI 410 for pipes and ASTM C 1244 for maintenance holes, mandrel tested as per OPSS.MUNI 438, and inspected and videoed via closed-circuit television as per OPSS.MUNI 409;
 - vi) Copies of the storm and sanitary sewer inspection reports and supporting data and documentation;
 - vii) Certificate(s) stating that all utility services required to service the Plan of Subdivision are installed, constructed and energized or activated;
 - viii) Certificate (Overall Grading Certificate) stating that rough grading and major drainage works or swales have been completed in accordance with the Subdivision Grade Control Plan;
 - ix) The original Drawings showing each of the said works "As Constructed" in digital form in both AutoCAD 2018 format and Adobe PDF format; and
 - x) Plans (cards) showing the location and depth of each sanitary sewer lateral, storm sewer lateral and water service lateral constructed to service each of the lots.
- e) The Developer shall provide the Director of Public Works with:
- i) a Statutory Declaration from the Developer in a form satisfactory to the Director of Public Works setting out the Works completed and verifying:
 1. All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 2. All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
 3. That there are no outstanding debts, claims or liens in respect of such works.
 - f) Subject to Section 52d) hereof, upon receipt of the required documentation and the Director of Public Works' satisfaction that the installation and construction of all Primary Services has been completed in accordance with this Agreement and approved Plans, the Director of Public Works, shall date and approve the Completion Certificate of Primary Services.

53 Completion Certificate for Secondary Services

- a) Secondary Services installation will not be considered complete by the City until an inspection has been made by the Director of Public Works or his designate and the Completion Certificate for Secondary Services has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Secondary Services.
- b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- c) Prior to the Director of Public Works approving the Completion Certificate for Secondary Services, the documentation listed in Section 53d) must be provided to the Director of Public Works in a single submission.

- d) The Developer's Consulting Engineer shall provide to the Director of Public Works:
 - i) Certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications; and
 - ii) If required, the original Drawings showing each of the said works "As Constructed" in digital form in both AutoCAD 2018 and Adobe PDF format.
- e) The Developer shall provide the Director of Public Works with a Statutory Declaration from the Developer in a form satisfactory to the Director of Public Works setting out the Works completed and verifying:
 - i) All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 - ii) All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
 - iii) that there are no outstanding debts, claims or liens in respect of such works.
- f) Subject to Subsection 53 hereof, upon receipt of the required documentation and the Director of Public Works' satisfaction that the installation and construction of all Secondary Services has been completed in accordance with this Agreement and approved Plans, the Director of Public Works shall date and approve the Completion Certificate for Secondary Services.

54. Maintenance of the Subdivision

- a) The Developer shall be responsible for the general tidy appearance of the entire Lands until completion of all building, and carry out all weed cutting and maintenance on all unsold lands and all un-assumed roads to the satisfaction of the Director of Public Works.
- b) The Developer shall adequately maintain all roads, sidewalks and pedestrian walkways within the Plan of Subdivision free from mud, debris, building materials, and other obstructions, to the satisfaction of the Director of Public Works until Council passes an Assumption By-Law for Secondary Services.
- c) The Developer shall be responsible to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the City for municipal purposes.
- d) The Developer shall maintain the Works, and every part thereof, in perfect order and in complete repair for the duration of the Maintenance Warranty Period and shall repair in a permanent manner satisfactory to the Director of Public Works any and all damage or injury to the Works, both during construction and during the period of maintenance as aforesaid.
- e) Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the City, the Director of Public Works, at his sole option, after giving the Developer twelve (12) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Director of Public Works shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the City not reimbursed by the Developer forthwith may be collected by the City in like manner as municipal taxes as provided in *The Municipal*

Act and with the same priorities as taxes that are overdue and payable.

- f) The Developer's obligation to maintain the Works as aforesaid shall commence on the approval date of the Completion Certificate for the Works and extend for a minimum of two (2) years or until the Director of Public Works approves the Certificate of Final Acceptance for such Works whichever occurs last (this period is herein referred to as the "Maintenance Warranty Period").
- g) The Maintenance Warranty Period for Primary Services shall commence on the date the Director of Public Works approves the Completion Certificate for Primary Services.
- h) The Maintenance Warranty Period for Secondary Services shall commence on the date the Director of Public Works approves the Completion Certificate for Secondary Services.

55 Certificate of Final Acceptance

- a) Upon expiration of the two (2) year Maintenance Warranty Period for Primary Services or Secondary Services as the case may be, and upon receipt of written application by the Developer, the applicable Works will be inspected by the Director of Public Works, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the City and the Director of Public Works shall approve the Certificate of Final Acceptance prepared by the Developer's Consulting Engineer provided the requirements identified in Schedule "C" of the Certificate of Final Acceptance have been met.
- b) The Developer is required to submit a certificate from a registered Ontario Land Surveyor certifying he has found and/or replaced all standard iron bars (SIB's) shown on the registered Plan of Subdivision as of a date not earlier than seven days prior to the Director of Public Works approving the Certificate of Final Acceptance for Secondary Services.
- c) If upon inspection of the applicable Works all deficiencies have not been rectified to the complete satisfaction of the Director of Public Works the Maintenance Warranty Period shall be extended until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been approved by the Director of Public Works.
- d) The Director of Public Works may withhold approval of a Certificate of Final Acceptance for Primary or Secondary Services, if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations to inspect, repair, construct or maintain any of the Works pursuant to this Agreement and the approved Plans.

56 Assumption of Municipal Services

- a) The Developer hereby acknowledges that upon assumption by the City of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the City without payment therefor, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the City by Council passing:
 - i) an Assumption By-Law for Primary Services after the Director of Public Works approves the Certificate of Final Acceptance for Primary Services; and

- ii) an Assumption By-Law for Secondary Services after the Director of Public Works approves the Certificate of Final Acceptance for Secondary Services.
- b) The Assumption By-Law for Primary Services shall not include the following Primary Services:
 - i) the streets and roadways constructed by the Developer within the Plan of Subdivision; and
 - ii) the Utility Services other than the streetlights.
- c) The Assumption By-Law for Secondary Services shall include the following Primary/Secondary Services:
 - i) finished streets and roadways as constructed by the Developer within the Plan of Subdivision; and
 - ii) all Secondary Services constructed by the Developer in accordance with the approved Plans and this Agreement.

57 Interpretation

It is hereby agreed that in construing this Agreement the words “Developer” and the personal pronoun “he”, “it”, “his” or “him” relating thereto and used therewith, shall be read and construed as “Developer or Developers”, and “he”, “she”, “it” or “they”, “his”, “hers”, “its” or “their”, and “him”, “her”, “it” or “them” respectively, as the number and gender of the Party or Parties referred to in each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

IN WITNESS WHEREOF the Parties have hereunto caused their seals to be affixed and attested by their proper signing officers and the individual Parties have hereunto set their hands and seals, as of the date hereof.

**SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:**

1399908 ONTARIO LTD.

WITNESS

RAY KHANNA
I HAVE THE AUTHORITY TO BIND THE CORPORATION

WITNESS

MARIA MARINO

WITNESS

MARINA MARINO

WITNESS

MARIA CANTELM

**THE CORPORATION OF THE CITY OF PORT
COLBORNE, Per:**

WILLIAM C. STEELE, MAYOR

NICOLE RUBLI, ACTING CLERK

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE “A”
Description of Lands

Lots 1-45 inclusive Registered Plan 59M-195; and
Lots 20-23 inclusive and Lots 44-52 inclusive Plan 59M-193 in the City of Port Colborne,
Regional Municipality of Niagara.

SCHEDULE “B”

Lands Conveyed for Public Purposes

The Developer shall convey free and clear of all encumbrances and at their own expense, easements to the City, over, under and through the following:

Easements

Parts 5-6 inclusive for storm drainage purposes laid out on reference plan 59R-7459, prepared by William A. Mascoe Surveying Ltd., January 13, 1991.

Parts 1-5 inclusive for storm drainage purposes laid out on reference plan 59R-7461, prepared by William A. Mascoe Surveying Ltd., January 13, 1991.

Parts 1-6 inclusive for storm drainage purposes laid out on reference plan 59R-15883, prepared by Kirkup, Mascoe & Ure Surveying Ltd., June 22, 2017.

Parts 1, and 3 to 7 inclusive for storm drainage purposes laid out on reference plan 59R-16971, prepared by Kirkup, Mascoe & Ure Surveying Ltd., May 31, 2021.

Parts 1 and 2 inclusive for storm drainage purposes laid out on reference plan 59R-17228, prepared by Kirkup, Mascoe & Ure Surveying Ltd., February 14, 2022.

SCHEDULE “C”

Additional Site Conditions

1. The Developer agrees immediately after the registration of this Agreement, to deliver to the City executed transfers of easements and executed deeds of conveyance sufficient to vest in the City, or where applicable, in any other public authority or person, absolute title in fee simple, free and clear of all liens, charges, encumbrances and easements, the lands as set out in Schedule “B”.
2. The Developer agrees to provide the City with a copy of all documentation for installation of services, including drawings, spreadsheets and forms. This includes digital copies of all drawings in “.dwg”, “.pdf” and “.shp” formats, with the .pdf copy being full size, scalable and stamped, signed and dated by the Developer’s Consulting Engineer to the satisfaction of the Director of Public Works.

SCHEDULE “D”

Roads

The Developer shall clear, excavate and grade the full width of all road allowances within the subdivision, to the City’s standard road cross-section and to the grades approved by the Engineer. The Developer shall dispose of all brush, rubble and surplus material resulting from this operation in full compliance with all regulations. The Developer shall construct, as part of the primary services, the roadways identified in Appendix “A”.

SCHEDULE “E”

Sanitary Sewers

The Developer shall construct a sanitary sewer system or systems including all trunk sewer extensions necessary to service the proposed development. All sewers shall be installed in the locations and at the grades and elevations the Engineer may direct. Capacity shall be provided in the sanitary sewer system for all domestic wastes in accordance with City, Region, and the Ontario Ministry of the Environment, Conservation and Parks’s design criteria. The pipe sizes selected shall have sufficient capacity to serve the ultimate drainage area in which the subdivision is located and as designed by the Engineer. PVC sewer pipe shall be used for all local and minor collector sewers except where otherwise specified by the Engineer; a minimum pipe size for local sewers shall be 200 mm diameter. The City’s standard manholes of a type approved by the Engineer shall be poured or placed at a minimum spacing of 106 m.

Private Drain Connections

The Developer shall construct separate sanitary sewer connections (laterals) to serve each lot. Sanitary sewer laterals shall be a minimum 100 mm diameter PVC building sewer pipe with proper fittings as designed by City’s construction standards.

Only domestic waste from any building constructed on any lot shall be discharged into the sanitary sewer system through a drain connected to the sanitary sewer lateral servicing such lot.

Where there is a difference in elevation of the storm and sanitary sewer lateral, these shall be constructed in separate trenches and, in other cases, shall be constructed in accordance with the direction of the Engineer.

SCHEDULE “F”

Storm Sewers and Surface Drains

The Developer shall construct a storm sewer system and outlet or such extensions as necessary to provide a connection to existing trunk sewers where available. All sewers shall be installed in such locations, grades and depths as the Engineer may direct and such pipe sizes as are required to serve the subdivision lands and all or any portion of the ultimate drainage area the proposed development is located in. The storm sewer shall be designed to accommodate all roof water and surface runoff from roads and properties.

Concrete pipe of the gasket joint, or other approved type, shall be used, minimum pipe size for storm sewer shall be 300 mm diameter, except where otherwise specified by the Engineer.

Private Drain Connections

The Developer shall construct separate storm sewer connections (laterals) to serve each lot. Storm sewer laterals shall be a minimum 125 mm diameter PVC building sewer pipe with proper fittings as designated by City's construction standards.

The foundation drains shall be collected in a sump from which they will be pumped and discharged to the surface in such a manner that any water collected shall drain away from the foundation. In no case shall the foundation drains be connected to the sanitary sewer lateral. Sump pump connections may be made to the storm sewer lateral provided such connections are made at a point above the finished elevation of the ground adjacent the building.

Roof water from any building constructed on any lot shall be discharged directly to the ground through rain water leaders.

Where there is a difference in elevation of the storm and sanitary sewer lateral, these shall be constructed in separate trenches and, in other cases, shall be constructed in accordance with the direction of the Engineer.

SCHEDULE “G”

Watermains

The Developer shall construct a complete watermain system or systems, and all necessary appurtenances, including hydrants and house water service connections from the watermain to the street line. The design shall be approved by the City and constructed in accordance with its specifications. All watermains shall be sufficient size to service the subdivision, and the lands outside the subdivision, which will require the use of the subdivision's watermains as trunk or feeder mains.

The Developer shall be responsible for any damage caused to such watermains and appurtenances that may occur during construction of buildings on the lands and during the grading of same.

The Developer shall ensure that all service boxes located on the street line shall be adjusted to meet the finished boulevard elevation at the time of final grading of the boulevards and sodding.

The Developer agrees to obtain and comply with the necessary City watermain approvals to connect to the existing municipal water service.

The Developer will comply with the Provincial Watermain Disinfection Procedure and the most current version of the City of Port Colborne Watermain Commissioning Protocol at the date of construction.

SCHEDULE “H”

Sidewalks

The Developer shall construct and pay the cost of concrete sidewalks along the roads as shown hereunder. The said sidewalks are to be constructed to the satisfaction of the City and the specifications as required by the Engineer and shall be 1.5 m in width and 125 mm in thickness.

1. Along the north and south side of Meadowlark Drive
 - South side of Lots 44c-52c
 - North side of Lots 23c, 38s-43s
2. Along the east side of Hillcrest Road
 - West side of Lots 19s-38s
3. Along the north side of Parkside Drive
 - South side of Lot 20c

SCHEDULE “I”

Streetlights

The Developer shall construct and pay the cost of a streetlighting network on Meadowlark Drive, Hillcrest Road and Parkside Drive. The streetlights will be installed as per approved design by Canadian Niagara Power Company Inc., in accordance with all applicable City standards as per Appendix “A” Drawing Number SL-1 by RTG Systems Inc. The Developer will supply the City with 3 spare fixtures including but not limited to poles, arms, luminaires and mounting hardware for replacement inventory.

The Developer shall install the most recent City approved fixtures.

SCHEDULE “J”
Subdivision Deposit

NAME OF SUBDIVISION: Meadow Heights Phase II – **Stage 2**
OWNER: 1399908 ONTARIO LTD.

CONSTRUCTION COST YEAR: **2022**

	<u>Cost of Works</u>	<u>Letter of Credit</u>	<u>Cash Deposit</u>
2. <u>Primary Services (on-site)</u> (Security for Construction Lien Act)	\$1,715,113.80	\$171,511.38	
3. <u>Secondary Services</u> <u>(120% Deposit)</u>	\$367,246.25	\$440,695.50	
4. <u>Inspection Charges</u>	3% of Cost of Works	N/A	\$62,470.80
		\$612,206.88	\$62,470.80

10. Details of Letters of Credit and Cash Deposit

Remittance of cash deposit of \$62,470.80 should be made payable to The Corporation of the City of Port Colborne and the Letters of Credit should be drawn as follows:

City of Port Colborne (Primary Services)	\$171,511.38
City of Port Colborne (Secondary Services)	\$440,695.50

11. Details of Deeds Required

Plans 59M-193 and 59M-195.

NOTE: A signed Inhibiting Order must accompany this subdivision agreement. Further confirmation of the partial discharge of any mortgage or other encumbrance affecting the lands being conveyed to the City or Region must be provided to the City or Region.

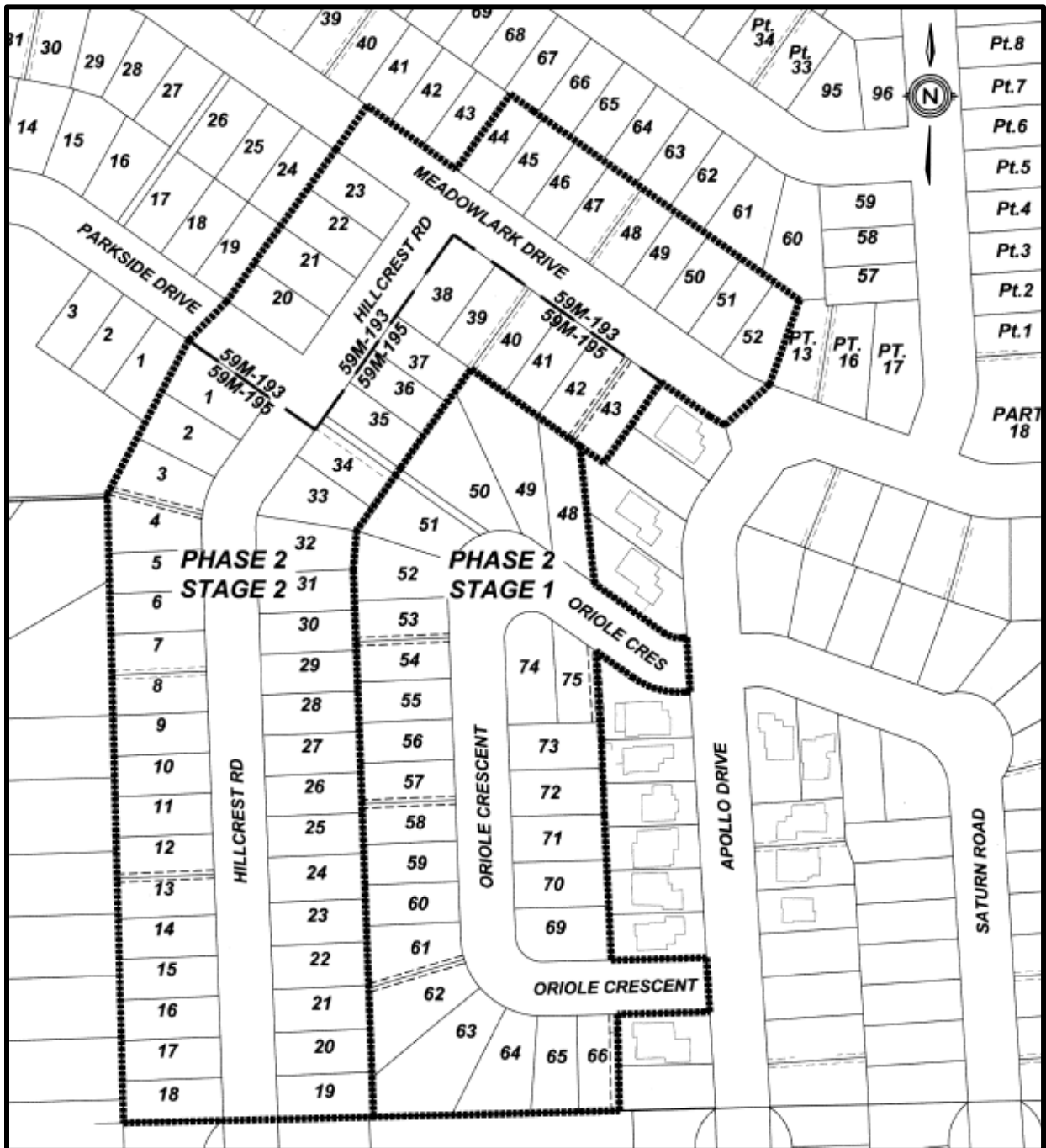
12. Details of Easements Required

Parts 5-6 on Plan 59R-7459, Parts 1-5 on Plan 59R-7461, Parts 1 to 6 on Plan 59R-15883, Parts 1 and 3 to 7 on Plan 59R-16971 and Parts 1 and 2 on Plan 59R-17228 inclusive for storm drainage purposes (to City)

NOTE: Should any of the following land be encumbered with mortgages etc. the mortgagees must consent to the documents.

SCHEDULE "K"

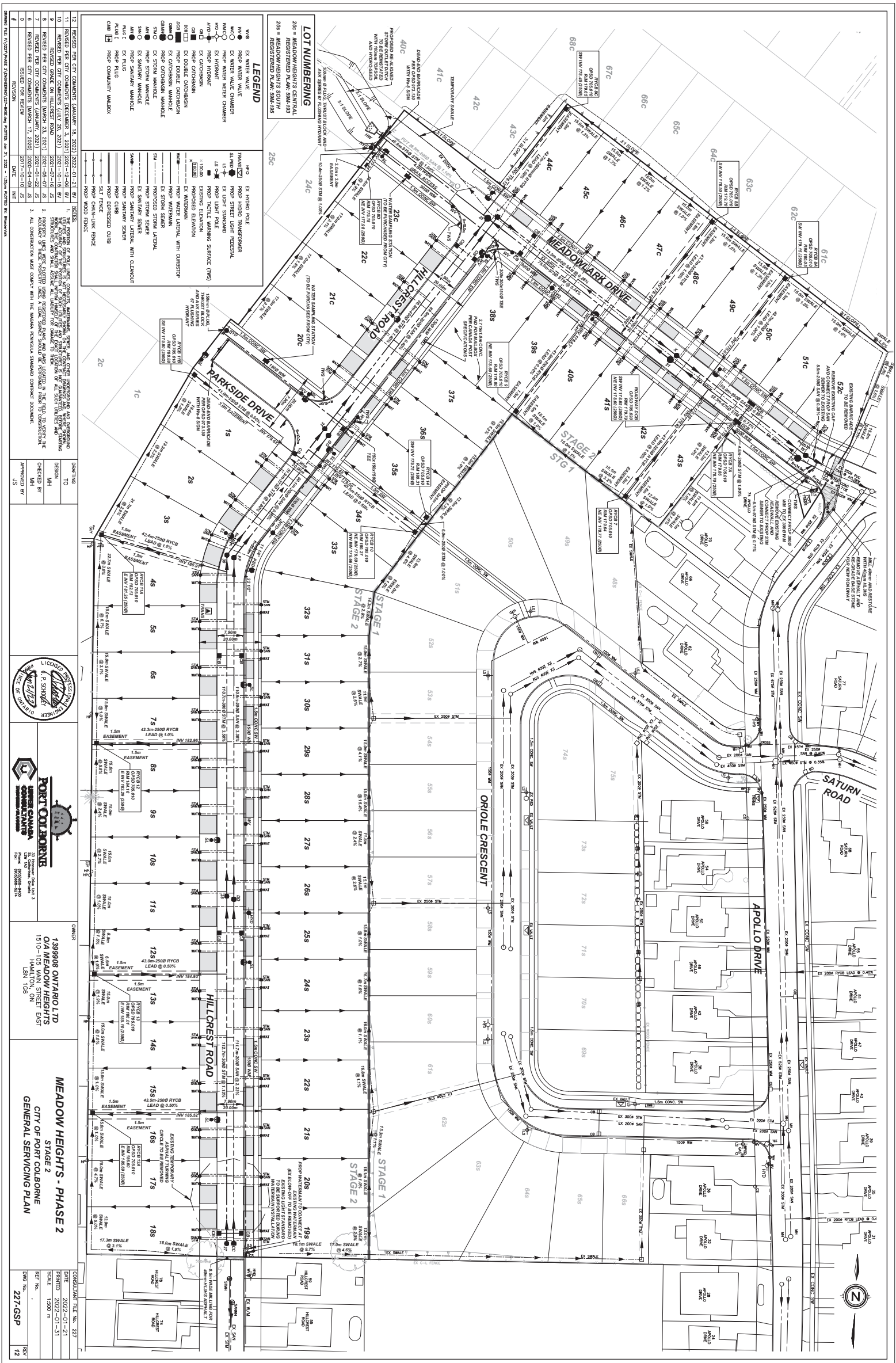
Subdivision Phase 2, Stage 2

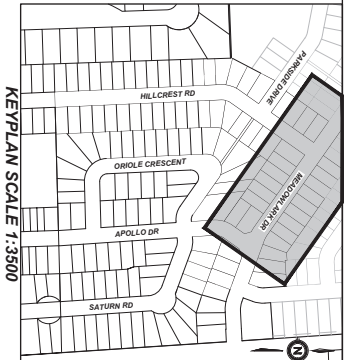


APPENDIX “A”

Plans, Profiles and Specifications

1. General Servicing Plan, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-GSP.
2. Plan & Profile – Meadowlark Drive from STA 0+220 to 0+420, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-PP3.
3. Plan & Profile – Hillcrest & Parkside Drive from STA 0+000 to 0+200, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-PP4.
4. Plan & Profile – Hillcrest Drive from STA 0+200 to 0+380, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-PP5.
5. Grading Plan, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-GP.
6. Streetscaping Plan, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-SS.
7. General Notes and Details, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-GND.
8. Streetlight Design, prepared by RTG Systems Inc., dated August 9, 2021, Drawing Number SL-1.
9. Registered Plan 59M-195, prepared by William A. Mascoe Surveying Ltd., dated September 25, 1990.
10. Registered Plan 59M-193, prepared by William A. Mascoe Surveying Ltd., dated September 25, 1990.
11. Registered Plan 59R-7459, prepared by William A. Mascoe Surveying Ltd., January 13, 1991.
12. Registered Plan 59R-7461, prepared by William A. Mascoe Surveying Ltd., January 13, 1991.
13. Registered Plan 59R-15883, prepared by Kirkup, Mascoe and Ure Surveying Ltd., dated June 22, 2017.
14. Registered Plan 59R-16971, prepared by Kirkup, Mascoe and Ure Surveying Ltd., dated April 22, 2021.
15. Registered Plan 59R-17228, prepared by Kirkup, Mascoe and Ure Surveying Ltd., dated February 14, 2022.





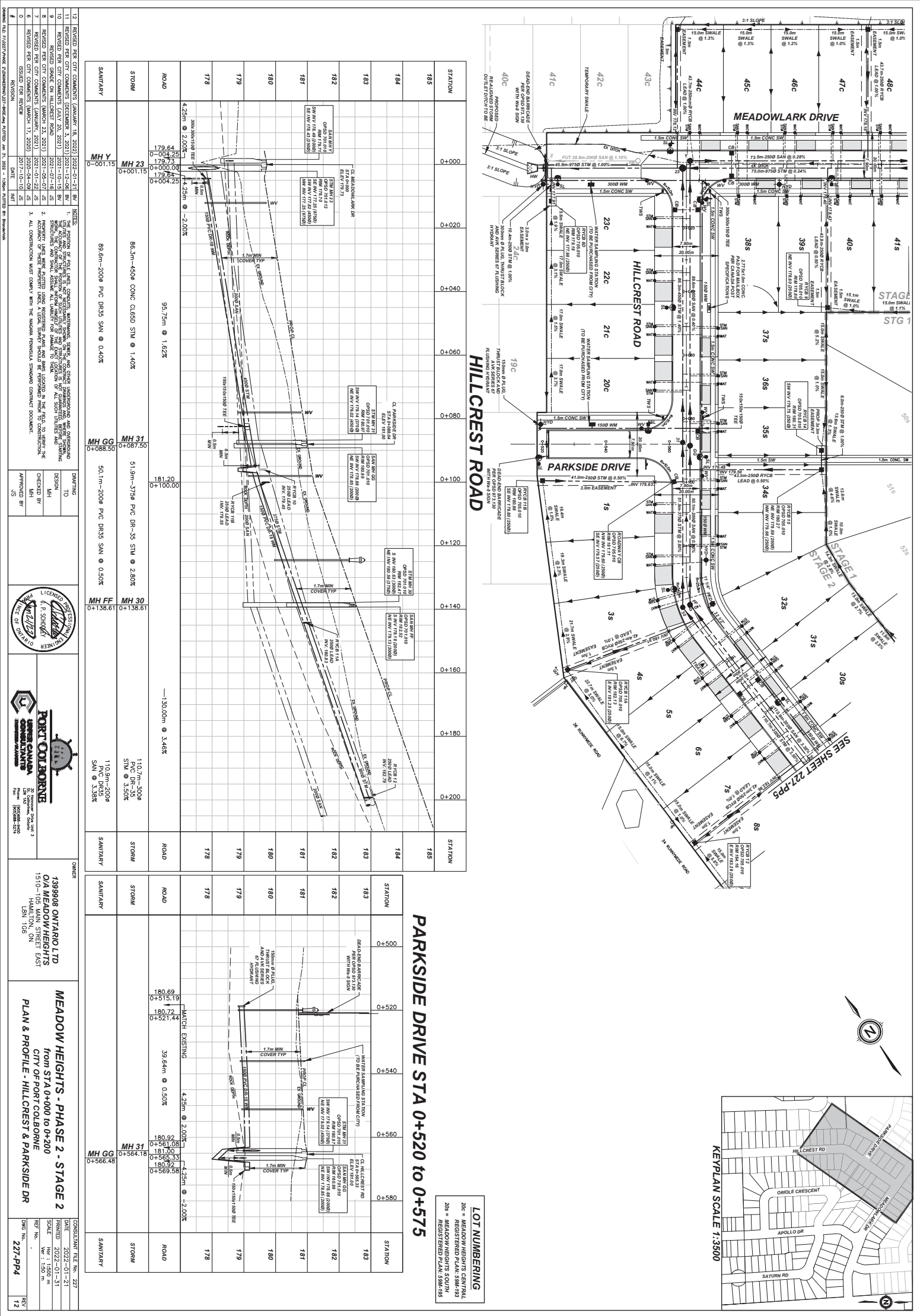
LOT NUMBERING

20c = MEADOW HEIGHTS CENTRAL
REGISTERED PLAN: 59M-193

20s = MEADOW HEIGHTS SOUTH
REGISTERED PLAN: 59M-195

OWNER
1399908 ONTARIO
O/A MEADOW HE
1510-105 MAIN STRE
HAMILTON, ON
L8N 1G6

CONSULTANT FILE No.	227
DATE	2022-01-21
PRINTED	2022-01-31
SCALE	Hor : 1:500 m Ver : 1:50 m
REF No.	.
DWG No.	
REN	





LOT NUMBERING

20c = MEADOW HEIGHTS CENTRAL
REGISTERED PLAN: 59M-193

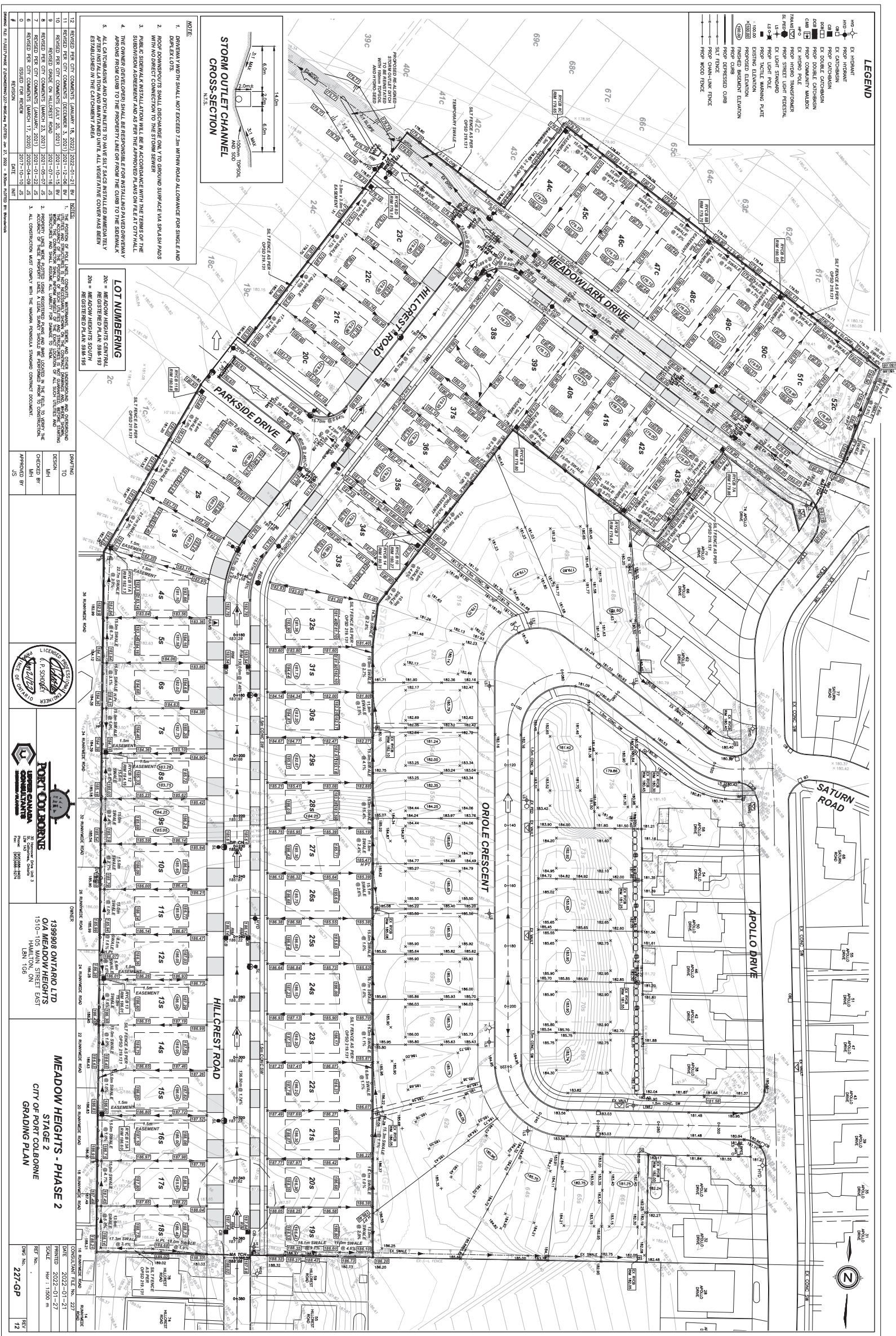
20s = MEADOW HEIGHTS SOUTH
REGISTERED PLAN: 59M-195

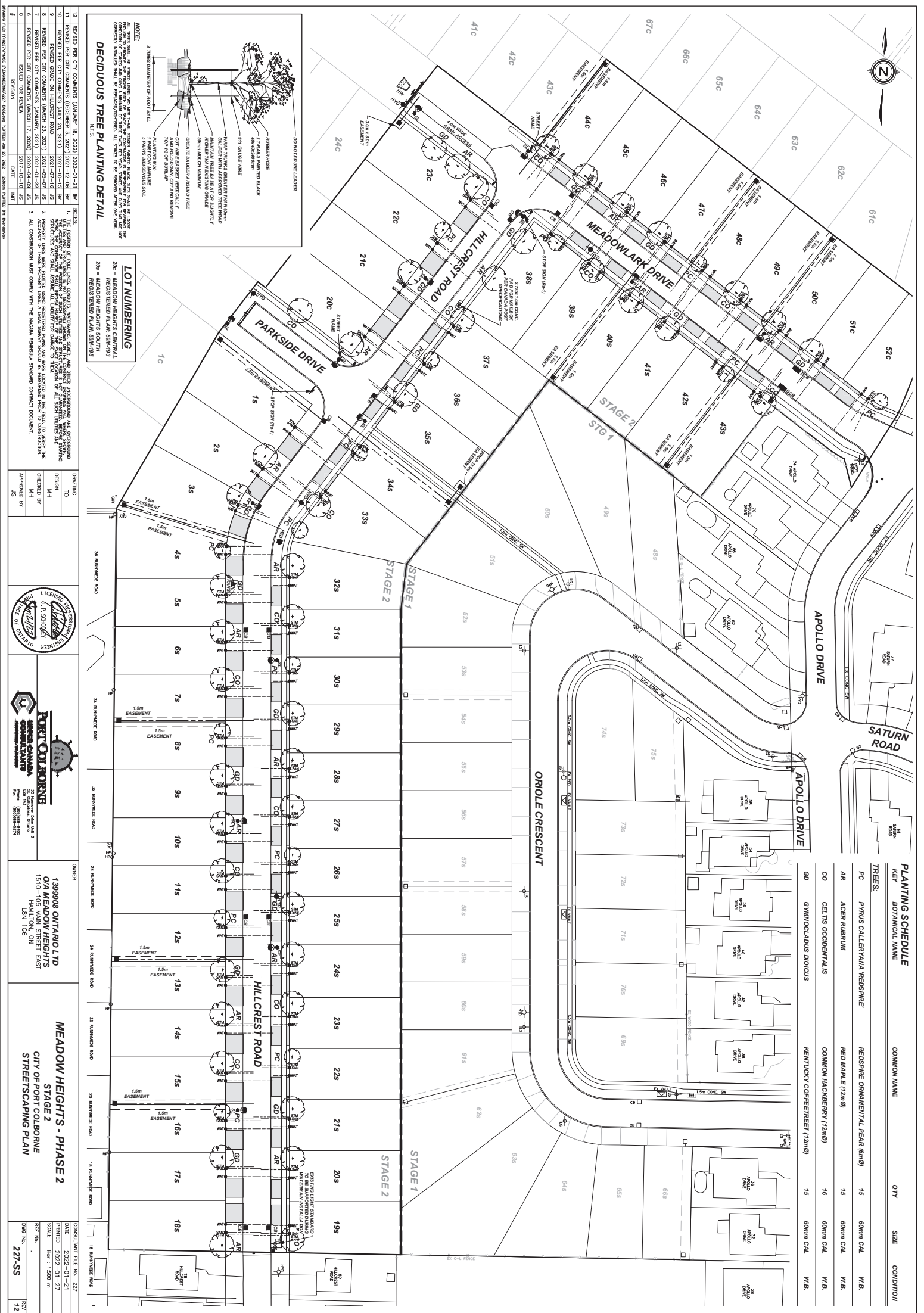
DRAFTING TO	DESIGN MH	CHECKED BY MH	APPROVED BY JS
----------------	--------------	------------------	-------------------



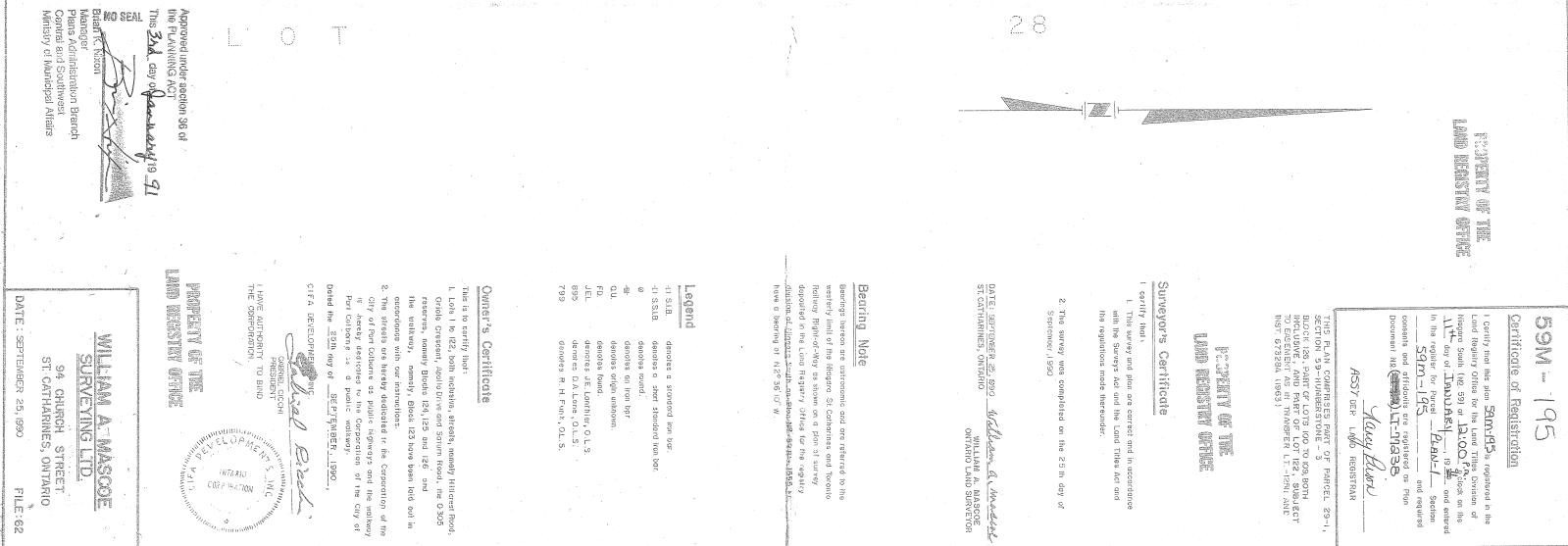
MEADOW HEIGHTS - PHASE 2 - STA
from STA 0+200 to 0+380
CITY OF PORT COLBORNE
PLAN & PROFILE - HILLCREST DRIVE

CONSULTANT FILE No. 227	
DATE 2022-01-21	
PRINTED 2022-01-27	
SCALE Hor : 1:500 m Ver : 1:50 m	
REF No. ,	
DWG No. 227-PP5	REV 1





[illegible]



MEADOW HEIGHTS CENTRAL

BEING A SUBDIVISION OF
PART OF LOTS 29 AND 30
CONCESSION 3
FORMERLY IN THE TOWNSHIP OF HUMBERSTONE
COUNTY OF WELLAND
NOW IN THE CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

WILLIAM A. MASCOE
ONTARIO LAND SURVEYOR

1990

SCALE 1:1000

REMAINDER OF INST. NO. 14815 (1943)
PART 1 PLAN 59M-1934

PART 2, PLAN 59R-1555, SUBJECT TO
PROVINCIAL GAS CO. LTD. EASEMENT
(INST. NO. 76794A & 76794B (1952))

INST. NO. 8313 (1910)

WAY

RIGHT-OF-WAY

ST. CATHARINES

INST. NO. 14815 (1943)

PART 3 PLAN 59R-1555

FLM STREET (ROAD ALLOWANCE BETWEEN LOTS 28 AND 29)

LOT 28

LOT 29

LOT 30

LOT 31

LOT 32

LOT 33

LOT 34

LOT 35

LOT 36

LOT 37

LOT 38

LOT 39

LOT 40

LOT 41

LOT 42

LOT 43

LOT 44

LOT 45

LOT 46

LOT 47

LOT 48

LOT 49

LOT 50

LOT 51

LOT 52

LOT 53

LOT 54

LOT 55

LOT 56

LOT 57

LOT 58

LOT 59

LOT 60

LOT 61

LOT 62

LOT 63

LOT 64

LOT 65

LOT 66

LOT 67

LOT 68

LOT 69

LOT 70

LOT 71

LOT 72

LOT 73

LOT 74

LOT 75

LOT 76

LOT 77

LOT 78

LOT 79

LOT 80

LOT 81

LOT 82

LOT 83

LOT 84

LOT 85

LOT 86

LOT 87

LOT 88

LOT 89

LOT 90

LOT 91

LOT 92

LOT 93

LOT 94

LOT 95

LOT 96

LOT 97

LOT 98

LOT 99

LOT 100

LOT 101

LOT 102

LOT 103

LOT 104

LOT 105

LOT 106

LOT 107

LOT 108

LOT 109

LOT 110

LOT 111

LOT 112

LOT 113

LOT 114

LOT 115

LOT 116

LOT 117

LOT 118

LOT 119

LOT 120

LOT 121

LOT 122

LOT 123

LOT 124

LOT 125

LOT 126

LOT 127

LOT 128

LOT 129

LOT 130

LOT 131

LOT 132

LOT 133

LOT 134

LOT 135

LOT 136

LOT 137

LOT 138

LOT 139

LOT 140

LOT 141

LOT 142

LOT 143

LOT 144

LOT 145

LOT 146

LOT 147

LOT 148

LOT 149

LOT 150

LOT 151

LOT 152

LOT 153

LOT 154

LOT 155

LOT 156

LOT 157

LOT 158

LOT 159

LOT 160

LOT 161

LOT 162

LOT 163

LOT 164

LOT 165

LOT 166

LOT 167

LOT 168

LOT 169

LOT 170

LOT 171

LOT 172

LOT 173

LOT 174

LOT 175

LOT 176

LOT 177

LOT 178

LOT 179

LOT 180

LOT 181

LOT 182

LOT 183

LOT 184

LOT 185

LOT 186

LOT 187

LOT 188

LOT 189

LOT 190

LOT 191

LOT 192

LOT 193

LOT 194

LOT 195

LOT 196

LOT 197

LOT 198

LOT 199

LOT 200

LOT 201

LOT 202

LOT 203

LOT 204

LOT 205

LOT 206

LOT 207

LOT 208

LOT 209

LOT 210

LOT 211

LOT 212

LOT 213

LOT 214

LOT 215

LOT 216

LOT 217

LOT 218

LOT 219

LOT 220

LOT 221

LOT 222

LOT 223

LOT 224

LOT 225

LOT 226

LOT 227

LOT 228

LOT 229

LOT 230

LOT 231

LOT 232

LOT 233

LOT 234

LOT 235

LOT 236

LOT 237

LOT 238

LOT 239

LOT 240

LOT 241

LOT 242

LOT 243

LOT 244

LOT 245

LOT 246

LOT 247

LOT 248

LOT 249

LOT 250

LOT 251

LOT 252

LOT 253

LOT 254

LOT 255

LOT 256

LOT 257

LOT 258

LOT 259

LOT 260

LOT 261

LOT 262

LOT 263

LOT 264

LOT 265

LOT 266

LOT 267

LOT 268

LOT 269

LOT 270

LOT 271

LOT 272

LOT 273

LOT 274

LOT 275

LOT 276

LOT 277

LOT 278

LOT 279

LOT 280

LOT 281

LOT 282

LOT 283

LOT 284

LOT 285

LOT 286

LOT 287

LOT 288

LOT 289

LOT 290

LOT 291

LOT 292

LOT 293

LOT 294

LOT 295

LOT 296

LOT 297

LOT 298

LOT 299

LOT 300

LOT 301

LOT 302

LOT 303

LOT 304

LOT 305

LOT 306

LOT 307

LOT 308

LOT 309

LOT 310

LOT 311

LOT 312

LOT 313

LOT 314

LOT 315

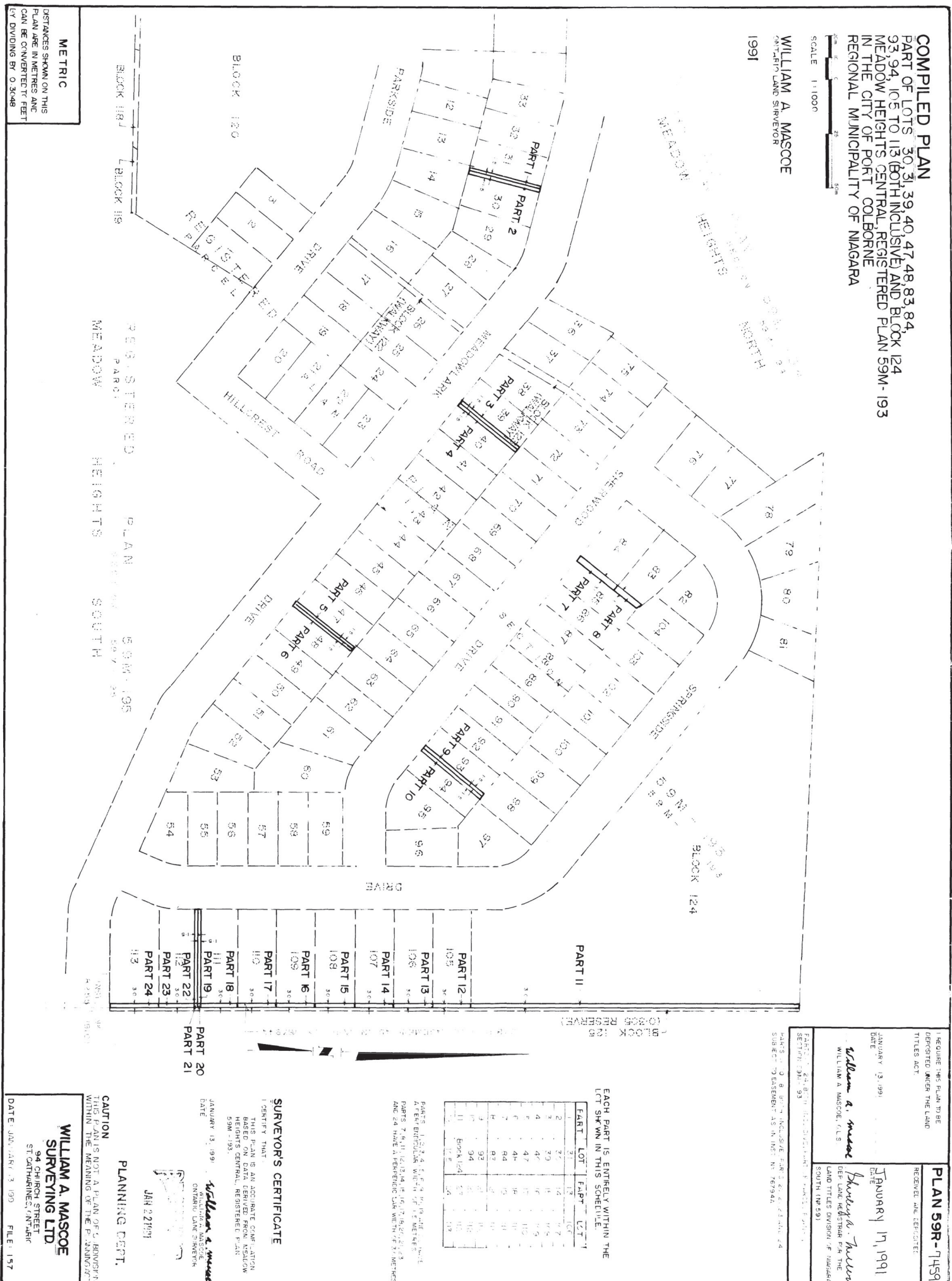
LOT 316

LOT 317

LOT 318

LOT 319

LOT 320



REGISTERED PLAN 59R-150
SECTION 59M-150

WILLIAM A. MASCOE
SURVEYING LTD.
ONTARIO LAND SURVEYOR
94 CHURCH STREET
ST. CATHARINES, ONTARIO

DATE: JANUARY 3, 1991

CAUTION
THIS PLAN IS AN ACCURATE COMPILATION BASED ON DATA
PROVIDED BY THE LANDOWNER. IT IS NOT A FIELD SURVEY.
IT IS THE RESPONSIBILITY OF THE LANDOWNER TO VERIFY THE
ACCURACY OF THE DATA PROVIDED.

REGISTERED PLAN 59R-150
SECTION 59M-150

WILLIAM A. MASCOE
SURVEYING LTD.
ONTARIO LAND SURVEYOR
94 CHURCH STREET
ST. CATHARINES, ONTARIO

DATE: JANUARY 3, 1991

CAUTION
THIS PLAN IS AN ACCURATE COMPILATION BASED ON DATA
PROVIDED BY THE LANDOWNER. IT IS NOT A FIELD SURVEY.
IT IS THE RESPONSIBILITY OF THE LANDOWNER TO VERIFY THE
ACCURACY OF THE DATA PROVIDED.

PART 107		PART 108	
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100
101	102	103	104
105	106	107	108
109	110	111	112
113	114	115	116
117	118	119	120

PLAN OF SURVEY OF
PART OF LOTS 3, 4, 12, 13, 42, 43, 57, 58, 61, 62, 66 AND 75
REGISTERED PLAN 59M-195
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1 : 500

KIRKUP MASCOE URE SURVEYING LTD.
 ONTARIO LAND SURVEYORS

I REQUIRE THIS PLAN
 TO BE DEPOSITED UNDER
 THE LAND TITLES ACT

DATE JUNE 12, 2017

WILLIAM A. MASCOE
 ONTARIO LAND SURVEYOR

PLAN 59R-15883

RECEIVED AND DEPOSITED

DATE JUNE 22, 2017

AMANDA M. ASPLUND
 REPRESENTATIVE FOR THE LAND
 REGISTRAR FOR THE LAND TITLES
 DIVISION OF NIAGARA SOUTH
 (No. 59)

SCHEDULE

PART	LOT	PLAN	AREA	PIN
1	PART OF LOT 3		53.1m ²	64138-0231 (LT)
2	PART OF LOT 4		53.9m ²	64138-0232 (LT)
3	PART OF LOT 12		53.6m ²	64138-0240 (LT)
4	PART OF LOT 13		53.6m ²	64138-0241 (LT)
5	PART OF LOT 42		54.7m ²	64138-0270 (LT)
6	PART OF LOT 43		54.7m ²	64138-0271 (LT)
7	PART OF LOT 57		53.5m ²	64138-0286 (LT)
8	PART OF LOT 58		53.5m ²	64138-0287 (LT)
9	PART OF LOT 61		55.0m ²	64138-0290 (LT)
10	PART OF LOT 62		55.6m ²	64138-0291 (LT)
11	PART OF LOT 66		106.9m ²	64138-0295 (LT)
12	PART OF LOT 75		41.9m ²	64138-0305 (LT)
13	PART OF LOT 75		40.2m ²	64138-0305 (LT)



INTEGRATION DATA

BEARINGS HEREON ARE GRID, UTM ZONE 17, (NAD 83-CCRS (EPOCH 2010)), DERIVED FROM HORIZONTAL CONTROL MONUMENTS 00819950280 AND 00819950316.

COORDINATES ARE UTM ZONE 17, (NAD 83-CCRS (2010 EPOCH)), TO URBAN ACCURACY PER SEC. 14 (2) OF O.R.S. 218/70 AND CANNOT, IN THEMSELVES BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999825

CO-ORDINATES

HCM	NORTHING	EASTING
00819950280	4752429.892	641607.567
00819950316	4750920.366	641647.785

LEGEND

- DENOTES
- SIB SURVEY MONUMENT FOUND
- CH SURVEY MONUMENT PLANTED
- CH STANDARD IRON BAR
- RIB CONCRETE MONUMENT
- OP ROUND IRON BAR
- OP CONCRETE PIN
- meas./m. MEASURED
- N.S.E.W. NORTH, SOUTH, EAST, WEST
- (OU) ORIGIN UNKNOWN
- WITNESS MONUMENT
- P1 PROPERTY IDENTIFIER NUMBER
- P2 PLAN 59M-195
- P3 PLAN 59M-195
- P4 PLAN 822
- P5 PLAN 59R-7481
- P6 PLAN 59R-11190
- (539) D. G. URE, O.L.S.
- (1339) WILLIAM A. MASCOE, O.L.S.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON JUNE 12, 2017

DATE: JUNE 12, 2017

WILLIAM A. MASCOE
 ONTARIO LAND SURVEYOR

ROTATION NOTE - P1

BEARINGS ON THIS PLAN ARE GRID. BEARINGS SHOWN ON P1 ARE ASTRONOMIC AND CAN BE CONVERTED TO GRID BY ROTATING COUNTER-CLOCKWISE 111°40"

METRIC

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

KIRKUP MASCOE URE
 SURVEYING LTD.

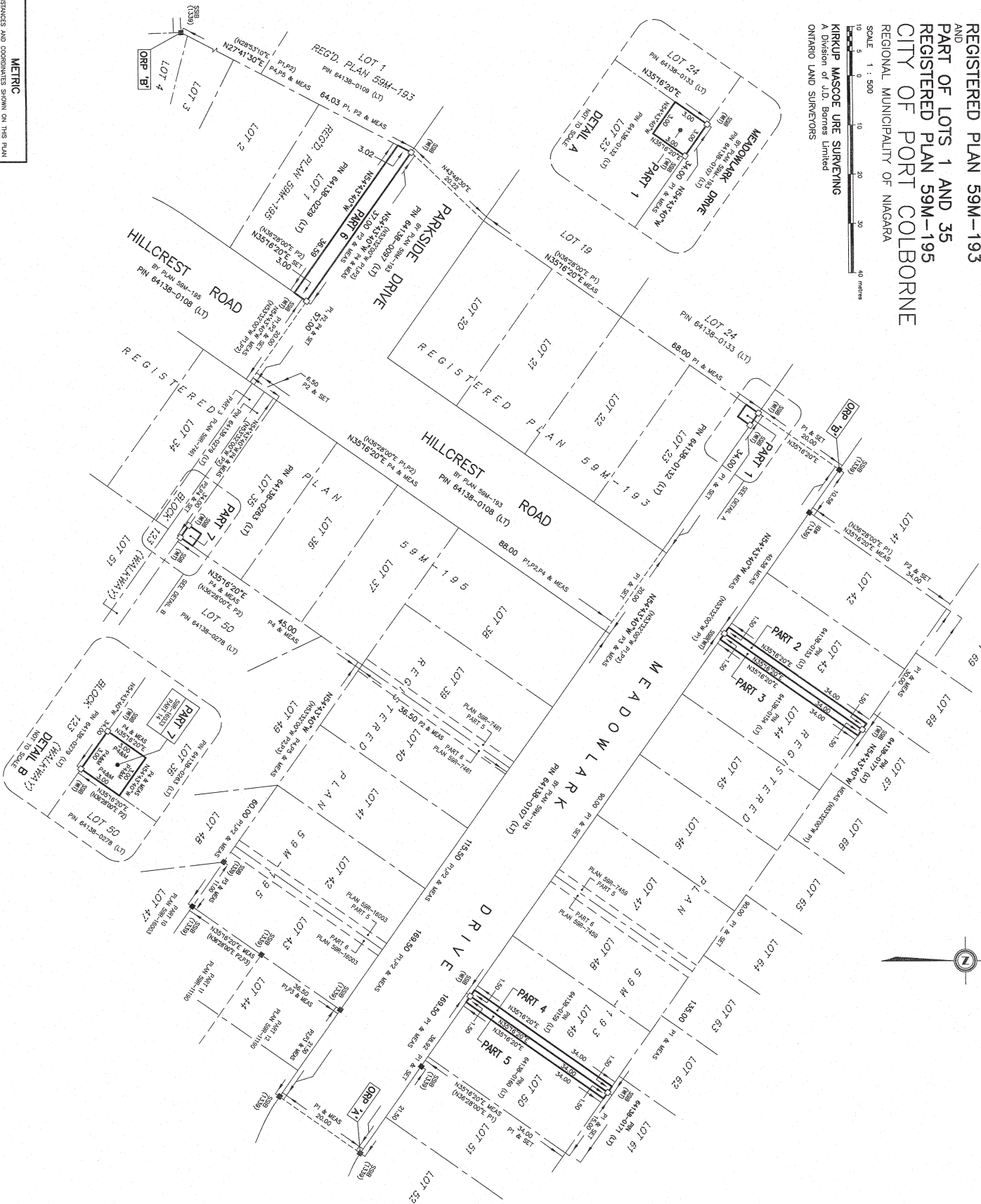
49 EASTCHESTER AVENUE, ST. CATHARINES, ONTARIO L2P-2Y6
 TELEPHONE (905) 685-5931, FAX (905) 641-4424
 E-MAIL: info@kirkupmascoeure.com
 www.kirkupmascoeure.com

JOB No.: 2017-0110

DWG FILE: 17-0110-1trplan

PLAN OF SURVEY OF
PART OF LOTS 23, 43, 44, 49 AND 50
AND
REGISTERED PLAN 59M-193
PART OF LOTS 1 AND 35
REGISTERED PLAN 59M-195
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1 : 500
KIRKUP MASCOE URE SURVEYING
A Division of J.D. Barnes Limited
ONTARIO LAND SURVEYORS



I REQUIRE THIS PLAN
TO BE DEPOSITED UNDER
THE LAND TITLES ACT
DATE APRIL 22, 2021

[Signature]
R. S. KIRKUP
ONARIO LAND SURVEYOR

PLAN 59R-16971
RECEIVED AND DEPOSITED
DATE May 31, 2021
REPRESENTATIVE FOR THE LAND
REGISTRAR FOR THE LAND TITLES
DIVISION OF NIAGARA SOUTH
(No. 59)

SCHEDULE

PART	LOT	REG'D. PLAN	PIN
1	PART OF LOT 23		64138-0133 (LT)
2	PART OF LOT 43		64138-0133 (LT)
3	PART OF LOT 44		64138-0133 (LT)
4	PART OF LOT 49		64138-0133 (LT)
5	PART OF LOT 50		64138-0133 (LT)
6	PART OF LOT 1		64138-0133 (LT)
7	PART OF LOT 35		64138-0133 (LT)

INTEGRATION DATA

BEARINGS HEREON ARE GRID, UTM ZONE 17, (NAD 83-CRS82 (EPOCH 2010)).
DISTANCES HEREON ARE GRID, UTM ZONE 17, (NAD 83-CRS82 (EPOCH 2010)).
THE SURVEYOR HAS USED THE CANADIAN NATIONAL TRIANGULATION NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN
OF UTM ZONE 17 (81° WEST LONGITUDE).
COORDINATES ARE UTM ZONE 17, (NAD 83-CRS82 (EPOCH 2010)). TO UTM
ACCURACY PER SEC. 14 (2) OF O.R.E.G. 216/10 AND CANNOT, IN THESE
BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.
DISTANCES ARE GRID AND CAN BE CONVERTED TO GRID BY
MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999825

CO-ORDINATES

POINT ID	NORTHING	EASTING
ORP 'A'	4792870.24	64222.32
ORP 'B'	4792825.50	641994.41

LEGEND

- SURVEY MONUMENT FOUND
- SURVEY MONUMENT NOT FOUND
- STANDARD IRON BAR
- SHORT STANDARD IRON BAR
- IRON CROSS
- IRON PIPE
- NORTH, SOUTH, EAST, WEST
- N.S.E.W.
- IP
- WITNESS MONUMENT
- ORIGIN UNKNOWN
- OBSERVED REFERENCE POINT
- D. Q. URE, O.L.S.
- M. A. MASCOE, O.L.S.
- REGISTERED PLAN 59M-193
- PLAN 59R-1190
- PLAN 59R-1883
- P1
- P2
- P3
- P4
- P5

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT THE SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT AND THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON APRIL 21, 2021

DATE : APRIL 22, 2021

[Signature]
R. S. KIRKUP
ONARIO LAND SURVEYOR



Kirkup Mascoe Ure Surveying
A Division of J.D. Barnes Limited
SURVEYING
MARKING
GIS

49 EASTCHESTER AVE., ST. CATHARINES, ON L2R 2T6
T: (905) 641-1107 F: (905) 641-4424 www.jdbarnes.com

DRAWN BY:	CHECKED BY:	RISK	REFERENCE NO.:
GP			17-48-110-00-1710
PLOTTED:	DATE:	DATE:	
APRIL 22, 2021		APRIL 22, 2021	



Subject: Hybrid Attendance Model at Meetings

To: Council

From: Development and Legislative Services Department

Report Number: 2022-116

Meeting Date: May 24, 2022

Recommendation:

That Development and Legislative Services Report 2022-116 be received;

That Council approve a hybrid attendance model at Council, Board, and Committee meetings;

That Council approve an amendment to the Procedural By-law to include a protocol to stand when addressing Council during Council meetings; and

That Staff be directed to bring the amended Procedural By-law for approval at a future meeting of Council

Purpose:

This report provides an overview of long-term considerations for a hybrid attendance model at Council and Committee meetings and seeks approval to amend the Procedural By-law to allow for Hybrid Meetings.

Background:

In 2020, the *Municipal Act* was amended through *Bill 197, COVID-19 Economic Recovery Act* to allow members of Council, of a local board, or of a committee to participate electronically in both open and closed meetings and be counted toward quorum, even in the absence of an emergency. During the pandemic, changes have been made to the City's Procedural By-law to allow for electronic attendance at Council meetings.

On March 8th, Council adopted a new Procedural By-law # 6979/17/22 which allows for electronic participation at Council meetings in accordance with the following provisions:

Electronic Participation

16.1 Electronic participation will be permitted by Members of Council and Committees only in circumstances deemed extraordinary by the Clerk.

16.2 A Member of Council shall be present in person at the meeting in order to Chair the meeting. If all Members are participating electronically then the Chair would be appointed as prescribed in this by-law.

16.3 The Member of Council who wishes to participate in a meeting electronically shall provide the Clerk a minimum of 24 hours' notice in advance.

16.4 Members participating electronically will count towards quorum in accordance with Section 238 (3.3) of the Municipal Act.

On March 15th, the Mayor signed the City's order to terminate a state of emergency. At the time of this report, the province remains under a Section 22 Class Order for facial coverings. All other health measures have been lifted including capacity limits.

A gradual return to in person Council meetings began April 26, 2022, in adherence to the City's Reopening Framework.

Discussion:

Council, Committee, and Public Meetings

A jurisdictional scan of other municipalities revealed that rules governing electronic attendance for meetings vary. The City of Port Colborne has successfully held meetings with electronic participation for approximately two years which has allowed City business to advance in a safe manner.

Through the pandemic, the City's Committees have undergone numerous changes to how they meet. Most recently, due to the pandemic, Committees at times met virtually, and during the lockdowns had their meetings cancelled. Through direction from the Chief Administrative Officer (CAO) and Emergency Control Group (ECG), the Clerks Division is currently preparing guidelines to allow the Committees to meet in person safely once again.

Due to the benefits of electronic meetings, staff are recommending that a hybrid model for attendance at meetings be permitted moving forward for Council members, committees, staff, delegates, consultants, and presenters. Allowing virtual attendance demonstrates flexibility in the ways in which residents and the community may engage with Council. Staff do recommend a phased in approach for a hybrid attendance model

for Committees to ensure meeting spaces can facilitate the hybrid model of participation.

Allowing staff to attend meetings virtually confirms Council commitment to employee wellness to reduce the amount of time staff attend City Hall for meetings. The Chief Administrative Officer and Directors will attend meetings in person unless circumstances arise that require electronic participation.

The current Procedural By-law provides that Council may attend a meeting virtually in circumstances deemed extraordinary by the Clerk. The By-law does not define “extraordinary” circumstances and is left to interpretation by the Clerk, the By-law also requires a minimum of 24 hours' notice in advance if these circumstances arise.

To move to a permanent hybrid model for attendance, staff is recommending the following provisions be added/amended in the Procedural By-law:

- Definition of “Electronic Participation” amended to include members of Committees and Boards.
- Delete requirement for member electronic participation in extraordinary circumstances only.
- Add provision that: a Council, Committee, or Board member who participates in a Board, Committee, or Council meeting remotely via electronic means will have the same rights and responsibilities as if he or she were in physical attendance, including the right to vote.
- Add provision that: the Chair will canvass Members participating electronically about their intention to speak to a matter on the floor and will notify each Member when it is his or her turn to speak.
- Add provision that: the Clerk or designate shall be required to be physically present in the location where any meeting with electronic participation takes place.
- Add provision that: each member participating in a meeting electronically shall be available at least fifteen (15) minutes before the beginning of the meeting to establish the electronic connection.
- Add provision that: where a conflict of interest is declared in Closed Session, the Member shall disconnect from the meeting but may reconnect when the matter is finished.
- Add provision that: the Clerk is authorized to adjust any provisions of this By-law made impossible by the features and functionality of the electronic means or service used to permit electronic participation.
- Add provision that: delegates, presenters and staff will be permitted to participate electronically.

Technological and Human Resource Factors

The City is planning to implement camera and recording capabilities within the 2022 Boardroom Technology Upgrade capital project. The camera and recording capabilities being implemented would provide sufficient production value for staff functions (such as training events) and smaller meetings, such as statutory public meetings and Committee of Adjustment.

Contracted services have been providing streaming services for Council meetings since the onset of the pandemic. It is recommended that the City continue to use contracted services for Council meetings as they provide hybrid capabilities and quality production value. For all other meetings (i.e., Committee of Adjustment, statutory public meetings) these could be facilitated with the City's capabilities.

A hybrid attendance model for meetings does require additional planning and logistic requirements to run smoothly. Challenges do present themselves in managing a hybrid attendance model, the Clerk's division will continue to track and monitor the impact to their workload and technical concerns they have and provide best practice solutions moving forward.

Council could consider allowing meetings in one format only, in person or electronic participation only, however that is not recommended by staff.

Other Procedural Matters

At a recent Council Meeting, discussion took place surrounding procedure when addressing Mayor and Council. In the past, Council members, staff, delegates, and presenters, when able, rose when addressing Council. With the return to in person meetings, direction was sought on whether this procedure should continue. Consideration should be given to accessibility concerns, and technological factors to ensure those speaking can be heard through the Council Chambers microphone system.

To include this meeting protocol, the City's Procedural By-law would be amended to include the following provision:

- Any Member who wishes to speak must raise his or her hand and be recognized by the Chair. Once recognized, the Member, if able, shall stand to speak to the matter.

Internal Consultations:

The Corporate Leadership Team and Manager of Information Technology were consulted and concur with the recommendations for a hybrid attendance model for all meetings.

Financial Implications:

Council has approved a total of \$60,000 in the capital budget for technological upgrades for Council Chambers and Committee Room 3.

Contracted services to stream Council meetings is approximately \$30,000 annually.

If it is determined that additional staff or equipment is required to facilitate a hybrid model of attendance at Council meetings, a request will be brought forward for consideration in the 2023 proposed budget.

Public Engagement:

The City has provided communications to the public on the return of in-person meetings, if approved, options for hybrid model of attendance for delegates and presenters will be communicated to those wishing to appear before Council.

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

Conclusion:

As the province and City transition out of the pandemic, many lessons and new ways of doing business have presented themselves. Allowing for virtual attendance at meetings and broadcast of City meetings provides an enhanced level of transparency and accountability that allows an opportunity for the public to engage with Council in person or virtually. This model also encourages those feeling ill to remain home to participate in meetings, maintaining the health and safety of others in attendance.

Staff continue to monitor the current COVID-19 situation, if new regulations or health measures are enacted, the CAO, in consultation with the ECG will communicate changes to the current colour stage under the City's Reopening Framework.

Staff recommends approval of a Hybrid attendance model for meetings, if approved staff will bring an amendment to the Procedural By-law at a future meeting of Council.

Respectfully submitted,

Nicole Rubli
Acting City Clerk
905-835-2901 x106
nicole.rubli@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: Holloway Bay Road Ownership Status

To: Council

From: Office of the Chief Administrative Officer

Report Number: 2022-95

Meeting Date: May 24, 2022

Recommendation:

That Chief Administrative Officer Report 2022-95 be received for information.

Purpose:

This report is presented to Council as a result of the Closed Session Meeting of April 26, 2022, where Council received a legal opinion from the City Solicitor on the ownership status of Holloway Bay Road.

Background:

Holloway Bay Road has been known as the municipal boundary between the City of Port Colborne and the Town of Fort Erie. The road was considered to be a shared boundary road with the cost of maintenance divided equally between the City and the Town.

Recently, Fort Erie has asserted that the Holloway Bay Road road allowance from Michener Road to the southern end of the road lies entirely within the Town of Fort Erie.

For the balance of this report, references to "Holloway Bay Road" or "the road allowance" specifically refer to the portion between Michener Road and the southern end of the road unless otherwise stated.

Discussion:

Upon learning of the Town of Fort Erie's position that Holloway Bay Road was contained entirely within the boundaries of Fort Erie and was not, in fact, a shared road,

the City engaged Sullivan Mahoney to conduct an evaluation of Fort Erie's opinion and the materials provided by the Town.

Through conducting this evaluation and speaking to the Town of Fort Erie's Solicitor, legal counsel was able to provide a legal opinion to Council in closed session. The City's Solicitor advised Council that Fort Erie was correct in their interpretation of the ownership of the road allowance.

This interpretation comes with several implications for the City and its residents. If the Town of Fort Erie is the sole owner of the road allowance, the City will not be responsible for the ongoing maintenance of Holloway Bay Road. Likewise, the Town will be responsible for parking restrictions and the enforcement of those restrictions – these will no longer be the responsibility of the City on the west side of the road, which has been the case until now. Lastly, for the residents of Holloway Bay Road and Firelanes 27, 28, and 29, access to their homes will require them to traverse a road that is entirely within Fort Erie rather than shared between Port Colborne and Fort Erie. Despite this change, the road will remain a public right of way and access will not be changed. This should result in limited to no impact to the residents – the Town of Fort Erie is also obligated to maintain the road to the Minimum Maintenance Standard that applies to the City – the level of service should be consistent.

At the closed session meeting, the City Solicitor was directed to endeavour to make a determination on the ownership of Holloway Bay Road north of Michener Road. At the time of writing this report, no information has been received from the Solicitor.

At this time, no action is required by City Council. Staff will advise the Town of Fort Erie that the City concurs with the Town's analysis of the ownership of the Holloway Bay Road road allowance from Michener Road to the southern end of the road.

Internal Consultations:

The Chief Administrative Office and the Public Works Department have both been actively involved in this matter.

The City Solicitor has also been engaged to provide a legal opinion.

Financial Implications:

There are no financial implications arising as a result of this report. It does stand to reason that if Fort Erie is solely responsible for the maintenance and upkeep of the road and the City is not, then there will be a favourable impact on the City's future budgets.

Public Engagement:

At a closed session of Council, Staff was directed to send a letter to all Port Colborne owners of property on Holloway Bay Road south of Michener Road as well as the owners of property on Firelanes 27, 28, and 29 outlining the new ownership information on Holloway Bay Road. These letters, along with a Frequently Asked Questions page, were mailed on May 16, 2022.

Strategic Plan Alignment:

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

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

Conclusion:

Based on the Town of Fort Erie's claim and the City's legal advice, the City has become aware that the entire road allowance of Holloway Bay Road from Michener Road to the southern end of the road is fully within the Town of Fort Erie.

No action is required by the City at this time. The only implication for residents of Port Colborne is that the road used to access homes on this section of Holloway Bay Road is within the Town of Fort Erie.

Respectfully submitted,

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

Report Approval:

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



Office of the City Clerk

Matthew Trennum
905-227-6613 ext. 226
matthew.trennum@thorold.ca

City of Thorold

3540 Schmon Parkway P.O. Box. 1044
Thorold, ON L2V 4A7

May 5, 2022

Sent ELECTRONICALLY

Re: Thorold City Council Submission – Bill 109

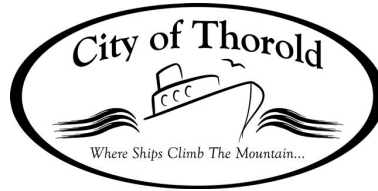
At its meeting held on May 3rd, 2022, Thorold City Council adopted the following resolution respecting Council's submission to the Province pertaining to Bill 109 and the recommendations proposed by the Province's Housing Affordability Task Force:

THAT Report CC2022-39 **BE RECEIVED** for information and **BE CIRCULATED** to Regional Council, Niagara's Local Area Municipalities, Local MPPs and AMO.

Please find appended to this correspondence, a copy of Report CC2022-39 and the City's submission to the Province for your information.

Yours truly,

Matthew Trennum
City Clerk



Title: Council's Submission to the Province respecting Bill 109 and the recommendations proposed by the Province's Housing Affordability Task Force

Report Number: CC2022-39

Meeting Date: Tuesday, May 03, 2022

Report Prepared: Thursday, April 28, 2022

RECOMMENDATION(S):

That Report CC2022-39 **BE RECEIVED** for information and **BE CIRCULATED** to Regional Council, Niagara's Local Area Municipalities, and Local MPPs and AMO.

REPORT:

Please find attached to this Report as Appendix 1, City Council's submission to the Province respecting Bill 109 and the recommendations proposed by the Province's Housing Affordability Task Force.

This submission was submitted on behalf of Regional Council on Friday, April 29, 2022, as directed by City Council as directed at its meeting held on Monday, April 25, 2022.

BUDGETARY STATUS:

There are no budget implications to this Report

STRATEGIC PLAN:

Responsible Community Growth and Infrastructure Planning

CANADIAN CONTENT:

Not applicable.

ATTACHMENTS:

Appendix 1 – City Council's Comments on Bill 109 and the recommendations proposed by the Province's Housing Affordability Task Force

PREPARED BY: “original signed” Matthew Trennum, City Clerk

SUBMITTED BY: “original signed” Matthew Trennum, City Clerk

APPROVED BY: “original signed” Manoj Dilwaria, Chief Administrative Officer

At a Special Council meeting held on Monday, April 25, 2022, Thorold City Council held a round table discussion on the impacts of Bill 109, *More Homes for Everyone Act*, 2022, and the recommendations proposed by the Province's Housing Affordability Task Force (HATF).

Thorold City Council supports the Association of Municipalities of Ontario (AMO's) response to the HATF report, and specifically addressed the following issues during the roundtable discussion:

- Increasing the supply of housing, without municipal intervention through planning and financial instruments, will not address affordability. Rather, a more targeted approach, to ensure an appropriate mix of supply is needed to ensure the needs of individuals of all income levels in Ontario are met;
- The importance of municipal decision-making and the insight provided by locally elected officials. Additional municipal engagement on these issues is necessary, to ensure a productive and coordinated approach to addressing housing affordability; and
- More generally the need for a comprehensive examination of housing, rather than specific policy outcomes.

As an additional comment, specifically related to zoning by-law and official plan amendment applications, City Council recommends that the timelines for response to an application should be determined by a formula based on the size of the municipality and its level of growth, rather than a set amount of time for all municipalities. The City of Thorold is experiencing vast growth at this time. Although a boom for the City itself, the ability for planning staff to manage the increased workload, and receive punitive penalties if they don't, is a risk to smart growth planning.

With regards to the passing of Bill 109, the *More Homes for Everyone Act*, the City Council additionally wished to support the resolution passed by the Township of Mulmar, at its meeting on April 6, 2022, which stated the following:

1. Final Decision making should rest with elected officials
2. Planner's recommendations should be subject to public input and local expertise
3. Ratepayers should not be subsidizing development applications through refunds to application fees intended to cover the cost of processing applications
4. That a definition of minor rezoning has not been established
5. Planners should not be put in a position of having to be experts and decision makers over all other disciplines
6. Delegating authority for site plans and creating penalties for site plan and minor rezonings will not solve housing crisis, as the proposed legislation targets single lot developments opposed to large scale residential development

AND FURTHER THAT a copy of this resolution be forwarded to the Province of Ontario, Ministry of Municipal Affairs and Housing, Environmental Registry, the County of Dufferin and all Ontario municipalities.



April 27, 2022

Ministry of Municipal Affairs and Housing
Office of the Minister
777 Bay Street, 17th Floor
Toronto, ON
M7A 2J3

Overview of Bill 109, More Homes for Everyone Act, 2022 – PLAN-23-22

Resolution No.2022-121

Moved by Councillor Clark

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council receive Report PLAN-2022-23 for information; and

THAT Council direct staff to prepare a resolution letter to be endorsed by Council, signed by the mayor, and sent to David Piccini, MPP and the Ministry of Municipal Affairs and Housing prior to April 29, 2022.

CARRIED.

Re: Bill 109: More Homes for Everyone Act

Dear Minister Clark,

This letter is in response to the request for feedback concerning Bill 109 in addition to the April 20, 2022 Information Session and Technical Overview for Bill 109 presented by the Ministry of Municipal Affairs and Housing.

It is acknowledged that housing affordability and availability is becoming a serious issue in the province of Ontario, however it is the concern of many that the proposed changes will not achieve the goals being set for expediting the housing project process.

Whereas the Township of Cramahe supports housing supply initiatives, especially initiatives that balanced and sustainable growth which is a key objective of its Strategic Plan, the Township of Cramahe and the Northumberland County Official Plans . Although all Municipalities are wanting to expediate housing project processes, it is difficult to see how the proposed changes are executing this goal responsibly.

Whereas municipalities, including the Township of Cramahe, are facing unprecedented development pressures, complex development files, and ongoing resource challenges on the heels of a global pandemic.

Corporation of the Township of Cramahe

P.O. Box 357, Colborne, Ontario K0K 1S0 • T (905)355-2821 • F (905)355-3430

Whereas the Province of Ontario through the Homes for Everyone Act, 2022 proposes to:

- enact legislation to refund application fees should certain planning approvals not be issued within prescribed timeframes;
- regulate the supporting materials necessary for a complete site plan application; and,
- to provide limitations on the types of subdivision conditions that can be imposed on development applications.

Now therefore be it resolved that while Council for the Township of Cramahe generally supports many of the revisions to provincial legislation to support increased housing supply, the Township of Cramahe respectfully objects to:

1. Refunding development application fees that would result in lost revenue for staff time spent on files, and which delays may not be attributed to a lack of staff resources on the file, but rather the result of increasingly complex matters that impact timeframes and are largely outside the control of municipal planning departments, including the quality and timeliness of application material by the applicant and/or their consulting team.
2. Prescribing the requirements for a complete site plan application. At the pre-consultation stage together with staff and agencies a detailed list of requirements for the complete site application is provided. Municipal and agency staff together with the applicant work well to scope the types of studies and level of detail through approved Terms of Reference, as required. This practice should be left to Municipalities, with appeal rights provided to the applicant under the *Planning Act*, should a dispute arise.
3. Limiting the types of conditions of approval for Draft Plans of Subdivision may impact staff and Councils' ability to appropriately respond to the unique and complex nature of development applications and to best protect the interests of the Municipality. The applicant has the right to appeal under the *Planning Act* should a dispute arise.

And further that that this resolution be circulated to David Piccini, MPP and through the Provincial commenting window for the More Homes for Everyone Act, 2022.

If you have any questions, please feel free to contact the undersigned.

Sincerely,



Mandy Martin
Mayor
Township of Cramahe
(905) 376-7241
mmartin@cramahe.ca

cc. Members of Council
David Piccini, MPP
Municipal Clerk

Corporation of the Township of Cramahe

P.O. Box 357, Colborne, Ontario K0K 1S0 • T (905)355-2821 • F (905)355-3430

PO Box 488
201 Atwood Avenue
Rainy River, ON
P0W 1L0



Office Phone: (807) 852-3244
Clerk Phone: (807) 852-3978
Fax: (807) 852-3553
Email: rainyriver@tbaytel.net
Website: www.rainyriver.ca

Town of Rainy River

RESOLUTION

MOVED BY  DATE: **May 9, 2022**

SECONDED BY  RESOLUTION: **20-009**

“WHEREAS Section 21 of the *Public Transportation and Highway Improvement Act* allows the Minister of Transportation to designate a highway or part of a highway as a connecting link between parts of the King’s Highway or as an extension of the King’s Highway, to be constructed and maintained by the road authority having jurisdiction over the highway or part of the highway;

AND WHEREAS the Ministry of Transportation (MTO) Connecting Link Program does not provide sufficient funding to adequately provide for the high cost of maintaining these Connecting Links;


AND WHEREAS this may lead to hazardous road conditions;

AND WHEREAS these Connecting Links were once maintained by the Province of Ontario;

NOW THEREFORE BE IT RESOLVED THAT care and maintenance of these Connecting Links in small or rural municipalities, such as the 2.70 km of Atwood Avenue (Highway 11) in Rainy River, be returned to the MTO.

AND FURTHER THAT this resolution be sent to the Minister of Transportation, the MPP for Kenora-Rainy River and to all Ontario Municipalities.”

ABSTAIN _____
AYES _____
NAYES _____

CARRIED 
DEFEATED _____

L. ARMSTRONG _____
D. EWALD _____
B. HELGESON _____
N. IVALL _____
M. KREGER _____
G. PASLOSKI _____
P. WHITE _____


MAYOR OR ACTING MAYOR



ADVOCACY BRIEF:

The difference government can make through United Way's Period Promise campaign.

Dear Mayor Steele and Council Members,

I'm writing to you on behalf of United Way Niagara regarding our Period Promise campaign and the associated work to increase access to menstruation products to vulnerable populations and address period poverty in the communities where we work.

We recognize the role our local government can play in removing barriers to access the basic period product needs of vulnerable populations in Niagara. I invite you to learn about the opportunity to implement minor, yet very effective, policy changes at the local government level, to reduce and eliminate period poverty.

Period poverty is the widespread lack of access to menstrual products due to financial limitations. It affects girls, women, transgendered and non-binary individuals throughout Niagara, and it does so on a surprising scale. 26% of surveyed Canadian respondents say they have struggled to afford menstrual products for themselves or their children¹, and more than 66% say that periods have inhibited them from participating fully in the day-to-day activities of life².

With the support of the Government of British Columbia, United Way was able to release the Period Promise Research Report in March 2021³. This is landmark research in British Columbia and across the country. The research has provided a clear and comprehensive understanding of how the lack of access to menstrual products has a serious impact on their community. Here are some of the key highlights:

- 26% of respondents indicated that they had gone through a period without having menstrual products available to them. It was much higher for respondents who are Indigenous, living with a physical or mental disability, or have an annual household income below \$40,000
- Not having access to menstrual products is an isolating factor in how people live their day-to-day lives, with 18% of respondents indicated that they missed school, 22% missed work, 29% missed community events, 27% missed social events
- Nearly 75% of respondents indicated that having access to products at community organizations allows them to be more engaged in their community

¹ [Period Project Research, Government of British Columbia](#)

² [Confidence and Puberty Study by Always, Proctor & Gamble, 2018](#)

³ [Period Project Research, Government of British Columbia](#)

The findings make it clear that limited access to free menstrual products in our community places an undue burden on the lives of people who menstruate, particularly people who are Indigenous, live with a disability, or are members of low-income families. It also showed us that community organizations are a valuable tool in addressing the issue. Of the twelve partnering organizations who participated in the research project, 10 had clients tell them that free products made their lives more affordable, and 9 had clients tell them about how it improved their mental and physical well-being.

We've seen some important successes so far. Ontario's Ministry of Education has committed to providing free and zero-stigma access to menstrual products in public schools across the province. The Ontario Government will distribute six million free menstrual products per year to school boards under a new and innovative partnership.⁴ This is the first step in shifting policy change and providing equitable and free access to menstrual products in the community.

But we can do more.

We're engaged with a national movement and having exciting conversations with municipalities across the province about how we can be involved in making menstrual products more readily accessible in our communities. **To support these efforts, we are providing a sample motion and backgrounder that can go to your Council. They outline what we hope your municipality may consider implementing and why it would be beneficial to community.** You will find this document attached to this email.

With Period Promise, United Way aims to eradicate period poverty. We do this by promoting equitable access to period products, encouraging policy change and supporting organizations that have made a commitment to provide menstrual products by signing onto the Period Promise Policy. There are more than 20 organizations in Niagara who have signed the [Period Promise Policy](#), becoming Period Promise Champions, but there is also significant room for improvement.

I invite you to work with your Councillors and staff to determine how your municipality may be able to contribute to this movement. I would be delighted to speak with you further about how United Way Niagara can partner with you to support policy change, equitable and inclusive access to menstrual products for all, and improve the overall health and well-being of community members. Visit www.periodpromiseniagara.com or contact me at any time for additional information. Thank you.

Sincerely,



Tamara Coleman-Lawrie
Director of Strategic Impact, United Way Niagara
E: tamara@unitedwayniagara.org
P: 905-688-5050, Ext. 2109

⁴ [Ontario Launches Free Menstrual Products In Schools](#)

Period Promise Policy Addendum: Draft Motion and Backgrounder to support efforts to expand access to menstrual products in municipal facilities.

Motion:

That City Council direct staff to provide a report regarding the cost and implementation of providing city facilities, including recreational spaces and libraries, working with homeless, street-involved, and low income and vulnerable girls, women, transgendered individuals and non-binary people access to free menstrual products in a manner that reduces menstrual stigma. AND that the City endorse the United Way [Period Promise Policy](#), as a locally-built solution that promotes equity, inclusivity, health, well-being, security and dignity in Niagara.

Backgrounder:

Whereas:

1. Period poverty is the widespread lack of access to menstrual products due to financial limitations which affects girls, women, and transgendered and non-binary individuals in Niagara who cannot afford menstrual products for themselves or are dependents of people who cannot afford menstrual products.
2. More than one quarter of Canadian women say they have struggled to afford menstrual products for themselves or their children.
3. Period Poverty is a symptom of poverty and, as a result, is likely experienced at a higher rate by single mothers, transgendered and non-binary individuals, Indigenous communities and Peoples, people of colour, people living with disabilities, and other marginalized groups who are affected by poverty at a disproportionately high rate.
4. People who are menstruating but do not have menstrual products available to them experience extreme social isolation by not being able to attend school, work, or community activities without experiencing stigma and shame.
5. People who experience period poverty are placing themselves at greater risk by using menstrual products for longer than their recommended time, or using unsanitary alternatives such as toilet paper, placing their health and security at risk.
6. The United Way Period Promise campaign has been working to address the issue of period poverty as experienced by vulnerable people in the Niagara region for several years. It promotes policy change and has collected and distributed more than 800,000 individual period products since 2018 through community partners in Niagara. This work builds awareness of period poverty in our community while promoting changes that can reduce the barriers and isolation experienced by people who face it every single month.

May 12, 2022

Re: Proposed Development Charges for Agriculture, Regional Municipality of Niagara

Dear Mayor and Council:

Landscape Ontario Horticultural Trades Association represents over 200 nurseries that produce over \$270 million in farm gate sales. A significant portion of these farms are in the Niagara area. These growers represent the foundation of the broader Nursery/Landscape/Horticultural value chain that employs over 100,000 individuals and contributes 8.7 billion dollars to Ontario's economy.

We learned last week of proposed changes to the Region's development charges for agricultural buildings through a meeting of the Regional Development Charges Policy Task Force. The consultant proposed that the **Region amend Section 11 of the current By-law to remove agriculture from the exemptions list** as it does not align with the Region's incentive priority areas. Further, we learned that the proposed amendments include the **application of development charges in the 'commercial' category, at a rate of \$8.76-\$18.44 per square foot**. It is our understanding that the Task Force has approved the background study, including the proposed changes to agriculture's status.

This is alarming.

We are unaware of any consultation with agricultural sectors over the last year and have been advised that local municipalities within the Region were also uninformed with regards to this proposed change. The entire agriculture sector is a key driver within the Region, creating jobs, contributing to the GDP, and on a more personal level – contributing to the Region's community, green spaces and culture. The proposed development charges would effectively destroy the potential for future growth of the agriculture sector in the Region. Under Ontario's *More Homes for Everyone Act* (2022), there increased prioritization of home building, however, it is shocking to think that this priority will come at the expense of agriculture and its contribution to the Region.

Agricultural sectors are communicating our concerns to the Region's Council and Task Force and are requesting that the agricultural sector maintain its exemption in the proposed 2022 By-law. However, in this communication, we wanted to ensure your awareness of this issue and would appreciate your support through your municipality's representation at the Region.

Sincerely,



Tony DiGiovanni
Executive Director
Landscape Ontario Horticultural Trades Association



BlueBelt + Grand River Conservation and Stewardship, A Haldimand Treaty Restoration Project

Promised to the Mohawk descendants of the old Villages of Canojaharie, Tikondarago, and Aughugo and their posterity to enjoy forever. The Haldimand Tract is 950,000 acres or 3,844 square kilometers. The Grand River watershed is the largest inland river system in Oniatari:io ("beautiful lake"). It has a total area of 6,800 square kilometers. This acquired territory extends to the mouth of the Lake Erie shoreline establishing riparian rights.

Land conservancies, also known as land trusts, are community-based, nonprofit organizations dedicated to the permanent protection and stewardship of natural and working lands for the beneficiaries and public good.

Land conservancies are positioned to act swiftly and professionally to help landowners and communities protect the endangered places important to us all—open spaces that define our sense of place, connect us to the natural world, and provide real services such as water quality protection, wildlife habitat, outdoor recreation, and agri-sources of food and timber.

How does a Land Conservancy Work? Land conservancies are better suited than any other organization to safeguard Grand River's natural beauty and the conservation values of our most important lands. To do this, land conservancies use the following suite of tools to protect and steward land forever:

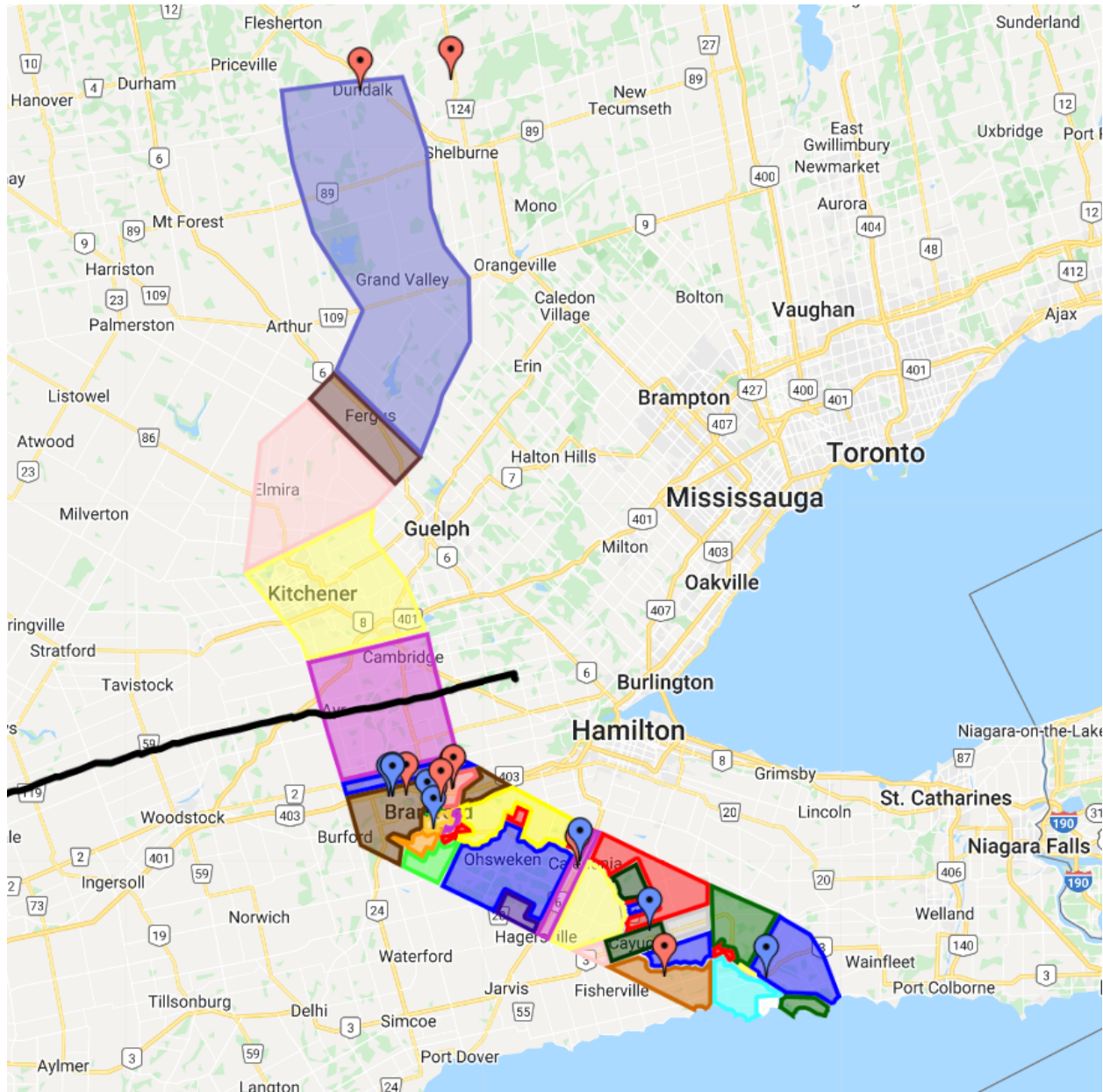
- **Nature Preserves or Sanctuaries** – Haldimand Tract Lands are acquired through reversion, repossession, and expropriation, donation or purchase to be used as a nature preserve or sanctuary. Often, these lands are open to the general public to visit and enjoy.
- **Conservation Easements** – A voluntary legal tool that allows the land to remain in private ownership but permanently limits development to protect the conservation values of the property.
- **Government Assists** – Conservancies often help local communities or the Mohawk University acquire public parkland and open space. Assistance can range from grant writing support to leading fundraising campaigns.
- **Stewardship** – For the lands that are owned and managed by conservancies or for the conservation easements they hold, stewardship is the term used for ongoing management and monitoring to protect the conservation values of those properties.
- **Education** – Whether providing education to landowners about conservation options or engaging community members in the stewardship of natural areas, conservancies educate people about the values of participating within our own natural environment.

How do you inherently participate within your own environments? "Karén:na" The Mohawk name of the force, principle, or magic power which is ... to be inherited in everybody and being in nature and in every personified attribute, property, or activity, belonging to each of these and conceived to be the active cause or force, or dynamic energy, involved in every operation or phenomenon of nature, in any manner affecting or controlling the welfare of man.

BlueBelt + Grand River, The Haldimand Tract Land Trust Conservancy is commissioned by The Mohawk Charitable Foundation for Grand River and learning organization ("Mohawk University"). The first charitable foundation to be formed under the jurisdiction of the Mohawk Nation of Grand River Country. The Trust is managed by Mohawk University for the benefit of the U.E.L. Mohawk Descendants. info@bluebelt.org www.bluebelt.org



Haldimand Tract



This map seeks to outline the territory of the Haldimand Tract ("Province") as set out in the acquisition of territory by the Haldimand Proclamation of 1784 and the recent struggles to fight off the alien occupying

BlueBelt + Grand River, The Haldimand Tract Land Trust Conservancy is commissioned by The Mohawk Charitable Foundation for Grand River and learning organization ("Mohawk University"). The first charitable foundation to be formed under the jurisdiction of the Mohawk Nation of Grand River Country. The Trust is managed by Mohawk University for the benefit of the U.E.L. Mohawk Descendants. info@bluebelt.org www.bluebelt.org

forces government, known collaborators, and land developers planning to profit on stolen lands. The interactive map divides the Haldimand Province into smaller tracts based on the history of land theft orchestrated by alien residents and occupying foreign governments.

The expression 'acquisition of territory' is usually employed as meaning the establishment of sovereignty over a given piece of land. Well-known UN Security Council resolutions refer to 'acquisition of territory' in this manner, notably Resolution 242 (1967). The expression, however, requires some precision. First, strictly speaking, 'territory' as a term of art comprises not only emerged land, but also airspace, the territorial sea, and internal waters.

BlueBelt + Grand River, The Haldimand Tract Land Trust Conservancy is a direct response to the encroachments of the Haldimand tract, intensified by preservation projects of the greenbelt that directly promotes rampant development within the Haldimand tract. The greenbelt rests alongside the Haldimand tract straddling boundaries.

The Haldimand Tract Land Trust Conservancy services the Haldimand Province under a claim of right to peaceable possession of the Haldimand Tract under operation of a formal treaty known as the Haldimand Proclamation, a sacrosanct agreement. BlueBelt + Grand River is empowered by Mohawk University.

BlueBelt + Grand River, The Haldimand Tract Land Trust Conservancy is commissioned by The Mohawk Charitable Foundation for Grand River and learning organization ("Mohawk University"). The first charitable foundation to be formed under the jurisdiction of the Mohawk Nation of Grand River Country. The Trust is managed by Mohawk University for the benefit of the U.E.L. Mohawk Descendants. info@bluebelt.org www.bluebelt.org

To the Acting City Clerk, Nicole Rubli

Dear Madam Clerk,

My name is Anton Plitko, and I am the owner of the property located at 344 Fares St., Port Colborne. I am urged to contact you because of the enormous bill I have received from the city of Port Colborne for snow removal services. I am trying to dispute the costs being added to my tax bill; however, the city is not as cooperative as I expected.

Facts and timeline:

February 7, 2022 – A city officer inspected the said property and observed a violation of failing to clear snow from the sidewalk. An order with the due date of February 10, 2022, was sent to me and delivered on February 10, 2022. My property manager contacted my tenants the same day, asking them to remove the snow, and they confirmed they did it the same day. Furthermore, one of my tenants called the city because it was a bus route, and the city would clear the sidewalk. A city representative confirmed it was a bus route but added that, at the least, a small path still needed to be shovelled so people could walk. The tenant was also told they would clear the path since it was a bus route. My tenants did shovel a small path as per the direction they were given from the city.

February 11, 2022 – According to the city, their officers attended the property for re-inspection. Snow was still covering the sidewalk based on the photos that were allegedly taken at the time of re-inspection. The dates in the pictures the city provided are not verifiable, rather, they are written in and receiving this bill almost three months after the fact reduces all traceability of the events in question.

April 19, 2022 – I received a letter from the city informing me that the amount of **\$848.63** had been added to my tax account.

Since then, I have been trying to obtain any proof that could substantiate the enormous amount the city charged for the snow removal service; however,

- the city failed to provide an invoice from the vendor indicating the amount the city is adding to my tax bill. They instead provided me with a web page that shows the Snow and Ice Removal fee of \$11.00/metre;
- The photos they provided are not time-stamped and lack credibility;
- The city representatives are unable to comment or explain why they confirmed the city would clear the path since it was a bus route but still charged me. Instead, they just stated that the City of Port Colborne does not clear out the windrows and corner snowbanks regularly.

In conclusion, I want to add that I understand that as the property owner, I am ultimately responsible for the snow removal, and I will comply as I always have. However, this issue is not being handled properly.

Considering all the facts stated above, I kindly request this case to be heard by Council.

Please let me know if you have any questions or concerns or need additional information. I would also appreciate it if you could advise whether I need to bring this issue to the attention of **Councillors Eric Beauregard and Angie Desmarais**.

For your reference, I have attached the following documents to this email:

1. Photos to show the amount of snow;
2. Recharge to Tax Account;
3. Snow Removal Order.

Thank you very much for your assistance in this matter.

Sincerely,

Anton Plitko

344 Fares St, Port Colborne
Contractor Clean-up Photos (Snow Removal) – February 12, 2022



02/12/2022: Contractor pre-clean up
photo # 1



02/12/2022: Contractor pre-clean up
photo # 2



02/12/2022: Contractor clean up
photo # 1



02/12/2022: Contractor clean up
photo # 2


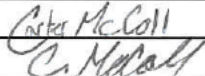


PORT COLBORNE
City of Port Colborne

SNOW AND ICE REMOVAL - RECHARGE TO TAX ACCOUNTS

DATE:	04/11/2022
OWNER INFORMATION	PLITKO ANTON
NAME(COMPANY):	
MAILING ADDRESS:	
CITY:	
POSTAL CODE:	
PROPERTY LOCATION:	344 FARES STREET
ROLL NUMBER:	2711020009062000000
ACTION DATE:	02/17/2022
RECHARGE DATE:	04/11/2022

ITEM DESCRIPTION	G/L NUMBER	UNIT PRICE	SUB-TOTAL
Snow Removal Order	0-300-90515-8330		\$539.00
Admin Fee			\$212.00
	HST		\$97.63
	RBT		
	HITC		
TOTAL INVOICE PRICE			\$848.63

APPROVED BY:	
PRINT NAME	Carter McCall
SIGNATURE:	

BY-LAW ENFORCEMENT DIVISION
COMMUNITY, SAFETY & ENFORCEMENT



PORT COLBORNE

Community Safety & Enforcement: 3 Killaly Street West
Port Colborne, Ontario L3K 6H1 • www.portcolborne.ca

T 905-835-2900 ext. 209 F 905-835-1020
E Travis.Morden@portcolborne.ca

SNOW REMOVAL ORDER			
Inspection Date:	Monday February 7, 2022	Inspection Time:	4:27 PM
Address:	344 Fares St		
Due Date:	February 10 th , 2022		

Snow Removal By-law# 5383/137/09 provides for the removal and clearance of all snow and ice from sidewalks abutting the highways in front of, or along side, or at the rear of any occupied or unoccupied lot or vacant lot. The by-law requires property owners to remove all snow and ice from these sidewalks within 24 hours of the end of a snow or ice event.

Every occupant or owner(s) of property with City sidewalks across the frontage and/or along the side or rear yard of their property have an extra responsibility.

Whenever any part of the surface of such sidewalks become slippery due to snow and ice that have not been completely removed, immediately upon any such slippery condition, the owner shall sprinkle upon such portion of sidewalk, sand, salt, or other suitable material in such a manner as to thoroughly cover such slippery surface.

Failure to comply with this order and clear the sidewalk adjacent to your property may result in further action which may include a fine under the Administrative Penalty (Non-parking) By-law for \$202.00 for "Fail to clear snow or ice off a sidewalk" and/or City contractors to address the outstanding infractions by clearing the snow and ice from the sidewalk with all costs being added to your tax account.

Therefore, you are hereby given an Order to Comply. To avoid fines and snow clearing costs you have until the above noted due date to remove the snow and/or ice from the sidewalks abutting your property.

Your cooperation is greatly appreciated.

Signed,

Travis Morden
Municipal Law Enforcement Officer
By-law Enforcement Division
Community Safety & Enforcement Department



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

The meeting of the Board of Management of the Port Colborne Historical and Marine Museum was held April 20, 2022, at 7:00 p.m. in the L.R. Wilson Heritage Research Archives Hall.

Present: Brian Heaslip, Jeff Piniak, Margaret Tanaszi, John Maloney, Cheryl MacMillan, Terry Huffman, Bert Murphy, Councillor Eric Beauregard, Stephanie Powell Baswick, Michelle Mason, Meghan Chamberlain

Regrets: Claudia Brema, Arlene Lessard, Bonnie Johnston, Gary Hoyle

Minutes:

Moved by: Cheryl MacMillan

Seconded by: John Maloney

To: Approve the minutes of the Board of Management from March 15, 2022.

Business Arising:

No report.

Correspondence:

Newsletters from the Canadian Canal Society, Canadian Museum Association, and Ontario Museum Association have been received and are available to read in the L.R. Wilson Heritage Research Archives.

Council Report:

Councillor Eric Beauregard reports that the City will be moving forward with plans for Canal Days.



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

Curator's Report:

Michelle Mason reported that the Museum now has a full team of staff. Sloane McDowell has been hired as the Public Programmer and has started on April 4th in the role.

Michelle also reported that May is museum month and to celebrate there will be an interactive "Create your own Exhibit" project on the Museum's Instagram. The exhibit will be unveiled on International Museum Day May 18th in the Gallery.

Michelle concluded her report by informing the Board that the Member's Reception invitations have been mailed.

Auxiliary Report:

Cheryl MacMillan reported on behalf of Bonnie Johnston that there have been two meetings of the Executive Auxilliary and that a Auxiliary General Meeting is scheduled for April 25th at 2:00pm in the Archives. This will be an opportunity for the Executives to present their ideas for re-opening to the Auxiliary members.

Cheryl also reported that Arabella's Pie Social is confirmed to happen on May 29th between 12:00-4:00 pm. The event will be by reservation only.

Friends of Roselawn Report:

Stephanie Powell Baswick reports that representative Arlene Lessard sends her regrets but has provided a brief report to share to the board.

The FORC has launched its newsletter and all board members are eligible to receive a copy. Also, there will be a general meeting for members on June 3rd, the time and place will be determined soon.

The FORC will be participating in celebrating International Museum Day on May 18th alongside the Museum. Bill Thomas will be donating his manuscripts to the Roselawn Centre and they will be thanking him for his donation.



June 24th will be the FORC members reception and June 25th will be the public debut of the Chris de Laat and Josh Vail exhibit.

Finance Committee:

Terry Huffman reported that the 2021 financial report will be presented on May 17th at the general meeting.

Membership Committee:

Michelle Mason reported on behalf of Claudia Brema that the Bell Marine membership sponsorship has come in. There have been 97 returned membership cards thus far, with a total of \$1660.00 in donations.

Building & Property Committee Report:

Brian Heaslip reported that the committee will be scheduling a walk through of the Museum's property once the weather improves.

Programme Committee Report:

John Maloney reports that the programme committee met on April 5th to discuss upcoming programmes planned for spring and summer.

John reports that the members reception will take place on May 1st from 2:00-4:00pm on the Museum grounds. An invitation has been mailed out in the recent newsletter.

The Pie Social and Historical Village Fair is scheduled for May 29th between 12:00-4:00 pm. Confirmed activities for the grounds include: a piano player, croquet, a historical slideshow, antique power (weather permitting), a plant sale, and blacksmith demonstration. There will be no Towpath Treasures this year.

John also reports that Terry Huffman will be assembling a team to transport the Neff Steam Buggy replica to the Touch a Truck event on May 19th from 4:00-8:00pm.



Fundraising Report:

Michelle Mason reports on behalf of Claudia Brema that the committee is still looking for Canal Days admissions sponsors.

Michelle also reported that the donation from Bell Marine for the Canal Days T-shirts has been received.

Policy Report:

No Report.

Accession Committee Report:

Terry Huffman reported that the Accession Committee met on March 17, 2022 and has accepted a number of artifacts relating to Port Colborne's history from approximately ten donors.

Terry also reported that a prospective donation of a loom from the committees meeting on October 25th has been accepted to by another museum.

Heritage Committee Report:

Councillor Eric Beaugard inquires the status of the heritage house registry project.

Stephanie Powell Baswick updates the board that an updated job description of the Archivist position has been submitted to Human Resources, but that it might also be a good idea to investigate positions within the planning department to progress this project.

Cheryl MacMillan proposes to move the Heritage Committee meeting report into the section of 'New Business' until the matter is settled.



Director's Report:

Stephanie Powell Baswick reported that she had met with CAO Scott Luey about the May 4th Strategic Plan meeting. A survey has been created and sent to board members, staff, and the public.

Stephanie also asks the Board to consider which location/platform they would prefer the strategic plan meeting to take place.

The board seeks clarification whether the strategic plan will encompass the Roselawn centre as well. Stephanie clarifies that this planning session will determine what we do at all museum domains, including Roselawn.

Stephanie concludes by reporting that museum staff have begun alternating shifts at the Roselawn centre, and at least two staff will be present at the location everyday.

New Business:

Terry Huffman proposes to the Board to approve of a Roselawn Task Committee/Group who would complete jobs that help to rebuild and restore the Roselawn Centre.

Brian Heaslip suggests checking that members of this proposed committee would be covered under the museum's volunteer insurance.

Cheryl MacMillan suggests that a system be created to track how much time each member of this committee volunteers, so that they can be adequately rewarded.

Terry Huffman proposes that the activities may fall under the Building & Property Committee.

The board is interested in the proposal, but no official motion is made at this time.

Stephanie Powell Baswick proposes that the Strategic Plan meeting be held at 10:00 am on May 4th in the L.R. Wilson Heritage Archives with the windows open. Stephanie will send an official invitation for the meeting.

Motion to adjourn by Cheryl MacMillan.

The Corporation of the City of Port Colborne

By-law no. _____

Being a by-law to authorize entering into an amendment to subdivision agreement between The Corporation of the City of Port Colborne and 1399908 Ontario Inc.

Whereas the Council of the Corporation of the City of Port Colborne enacted By-law 2364/185/89, Being a By-law to authorize entering into a Subdivision Agreement with CIFA Development Inc. and Lehndorff Investors Services Ltd. on the 14th day of November, 1989 respecting lands described as Parcel 29-1, Section 59 – Humberstone – 3 being part of lots 29 and 30, Concession 3 shown as parts 1 through 6 on Plan 59R-1, in the City of Port Colborne, Regional Municipality of Niagara; and

Whereas the Council of the Corporation of the City of Port Colborne enacted By-law 3930/75/00, Being a By-law to Authorize Entering into an Amending Agreement with 1399908 Ontario Ltd. et al to the original Subdivision Agreement with CIFA Developments Inc. et al respecting the Meadow Heights Plan of Subdivision; and

Whereas by approving the recommendations of Department of Planning and Development Report No. 2017-150, Subject: Meadow Heights Subdivision Agreement Amendment -Phase 2, on November 27, 2017, Council has approved entering into an amending agreement to the afore-mentioned existing subdivision agreement through By-law 6536/103/17; and

Whereas by approving the recommendations of Planning and Development Department, Planning Division Report No. 2020-157, Subject: Meadow Heights Subdivision Agreement Amendment - Phase 2, Stage 1, Council has approved repealing By-law 6536/103/17 and entering into an amending agreement to the afore-mentioned existing subdivision agreement through By-law 6848/98/20;

Whereas by approving the recommendations of Development and Legislative Services Department Report No. 2022-115, Subject: Meadow Heights Subdivision Amending Agreement – Phase 2, Stage 2, on May 24, 2022, Council has approved the entering into of an amending agreement to the afore-mentioned existing subdivision though the passing of this By-law.

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

1. That Council hereby approves entering into an Amendment to the Subdivision Agreement with 1399908 Ontario Inc., which agreement is attached to this By-law as Schedule "A".
2. That the Mayor and Clerk are hereby authorized and directed to sign the said Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the executed Amendment to Subdivision Agreement be registered on title to the subject lands in the Niagara Land Registry Office.
4. That this By-law shall come into effect on the date of its final passing by Council.

Enacted and passed this day of , 2022.

William C Steele
Mayor

Nicole Rubli
Acting Clerk

**CITY OF PORT COLBORNE
AMENDMENT TO SUBDIVISION AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2022 and
authorized by By-law _____ for the City of Port Colborne.

BETWEEN

1399908 ONTARIO LTD.

Hereinafter called the **OWNER** of the **FIRST PART**;

AND

THE CORPORATION OF THE CITY OF PORT COLBORNE

Hereinafter called the **CITY** of the **SECOND PART**;

AND

MARIA MARINO, MARINA MARINO AND MARIA CANTELMÌ:

Hereinafter called the **MORTGAGEE** of the **THIRD PART**;

WHEREAS the lands described in Schedule “A” were subject to an Agreement dated the 3rd of May, 1990 between CIFA Developments Inc., Lehnorff Investors Services Limited and The Corporation of the City of Port Colborne and registered as Instrument No. LT 077615 on January 29, 1991 which is hereinafter referred to as the “original Subdivision Agreement”;

AND WHEREAS the lands described in Schedule “A” were subject to an amending Agreement dated the 28th of September, 2000 between 1399908 ONTARIO LTD, CIFA Developments Inc., and The Corporation of the City of Port Colborne and registered as Instrument No. LT 166874 on September 29, 2000 which is hereinafter referred to as the “existing Subdivision Agreement”;

AND WHEREAS 1399908 Ontario Ltd. obtained title to the lands on or about March 21, 2000 and owns the lands described on Schedule "A":

AND WHEREAS the Owner has assumed all of the obligations of the original and existing Subdivision Agreement;

AND WHEREAS Council of the City of Port Colborne approved an amendment to the original Subdivision Agreement on December 14, 2020, to enable the development of Lots 48 to 75 inclusive on Plan 59M-195, known as Phase 2 Stage 1;

AND WHEREAS the Owner desires to further amend the original Subdivision Agreement to enable development of a portion of the lands described in Schedule "A" and hereinafter known as "Phase 2 Stage 2";

AND WHEREAS the Owner desires to amend the existing Subdivision Agreement to enable development of revised Phase 2 Stage 2 by replacing the phasing plan, grading plan; street lighting plan and cost estimates;

NOW THEREFORE this agreement witnesseth that in consideration of the City approving this amending agreement, and in consideration of the sum of \$1.00 of lawful money of Canada now paid by the Owner to the City (the receipt whereof is hereby by the City acknowledged), the Parties hereto mutually covenant and agree as follows:

1. The parties hereto acknowledge that each of the foregoing recitals is true and correct as of the date hereof.

2. The parties hereto agree that the following clauses of the original or the existing Subdivision Agreement are hereby amended:

2.1 Clause 1. of the original Subdivision Agreement entitled Definitions and Clauses 1.1 to 1.11 inclusive be deleted and Clauses 2.1 to 2.6 inclusive on the existing Subdivision Agreement be deleted and replaced with:

2.2 Definitions

In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

2.3 “**Agreement**” means this Subdivision Agreement.

2.4 “**Assumption By-Law for Primary Services**” means a by-law passed by the Council of The Corporation of the City of Port Colborne forthwith after the Director of Public Works has approved in writing the Certificate of Final Acceptance for Primary Services, assuming ownership of and responsibility for all Primary Services constructed by the Developer pursuant to the terms of this Agreement and the approved Plans, SAVE AND EXCEPT the following Primary Services:

- a) The streets and roadways constructed by the Developer within the Plan of Subdivision;
- b) The noise attenuation requirements
- c) The utility services other than streetlights

2.5 “**Assumption By-Law for Secondary Services**” means a by-law passed by the Council of The Corporation of the City of Port Colborne forthwith after the Director of Public Works has approved in writing the Certificate of Final Acceptance for Secondary Services, assuming ownership of and responsibility for:

- a) all Secondary Services constructed by the Developer; and
- b) the streets and roadways constructed by the Developer within the Plan of Subdivisions.
- c) any other services as noted in 2.4, not already assumed by the City of Port Colborne.

2.6 “**Block**” shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.

2.7 “**Building Permit**” means a permit issued by the Chief Building Official of The Corporation of the City of Port Colborne approving an application for the construction, reconstruction or alteration of any building or structure for which such permit is required pursuant to the provisions of By-Law 129-90 and amendments thereto.

2.8 “**Certificate of Final Acceptance for Primary Services**” means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Public Works at the expiration of the Maintenance Warranty Period for Primary Services setting out the Primary Services being accepted by the City and indicating the date of final acceptance of such Works.

2.9 “**Certificate of Final Acceptance for Secondary Services**” means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Public Works issued at the expiration of the Maintenance Warranty Period for Secondary Services setting out the Secondary

Services being accepted by the City and indicating the date of final acceptance of such Works.

- 2.10 ‘Chief Building Official’** means the Chief Building Official for the Corporation of the City of Port Colborne or his designate appointed pursuant to the Building Code Act.
- 2.11 “City”** means The Corporation of the City of Port Colborne.
- 2.12 “Completion Certificate for Primary Services”** means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Public Works upon satisfactory completion of all Primary Services, the approval date of which shall start the Maintenance Warranty Period for such Primary Services.
- 2.13 “Completion Certificate for Secondary Services”** means a certificate prepared by the Developer’s Consulting Engineer and approved in writing by the Director of Public Works upon satisfactory completion of all Secondary Services, the approval date of which shall start the Maintenance Warranty Period for such Secondary Services.
- 2.14 “Consulting Engineer”** shall mean the person or persons registered with the Association of Professional Engineers of the Province of Ontario, who for the time being is or are employed by the Developer to provide engineering services on behalf of the Developer for the Plan of Subdivision.
- 2.15 “Council”** means the Council of The Corporation of the City of Port Colborne.
- 2.16 “Developer”** shall mean the applicant for the approval of a Plan of Subdivision and the registered owner or owners in fee simple of the lands for which the Plan of Subdivision is proposed and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.
- 2.17 “Director of Corporate Services”** means the Director of Corporate Services for The Corporation of the City of Port Colborne or his designate.
- 2.18 “Director of Public Works”** means the Director of Public Works for The Corporation of the City of Port Colborne or his designate.
- 2.19 “Easements”** shall mean the easements described in Schedule "B" hereto, which forms part of this Agreement.
- 2.20 “Final Default”** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the City, as provided in Section 49 hereof.
- 2.21 “Front Lot Line”** means the lot line that divides a Lot from the street; provided, however, that:
- a) in the case of a corner lot, the shortest Street Line shall be deemed to be the front lot line and the longest Street Line shall be deemed to be the side lot line; and
 - b) in the case of a corner lot with two Street Lines of equal length, the lot line that abuts the wider street or abuts a Regional Road or highway shall be deemed to be the front lot line, and in the case of both streets being under the same jurisdiction or of the same width, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line.
- 2.22 “Frontage of Lot”** means the horizontal distance between the side lot lines

measured along the Front Lot Line, but where the Front Lot Line is not a straight line or where the side lot lines are not parallel, the lot frontage is to be measured by a line 6.5 metres back from and parallel to the chord of the lot frontage, and for the purpose of this paragraph the chord of the lot frontage is a straight line joining the two points where the side lot lines intersect the Front Lot Line.

- 2.23 “Grading Conformance Certificate”** means the Certificate identified in Section 31 hereof.
- 2.24 “Lands”** shall mean the lands described in Schedule “A” annexed hereto and forming part of this Agreement.
- 2.25 “Letter of Credit”** shall mean any municipal standby irrevocable Letter of Credit drawn upon a Chartered Bank posted with and in a form acceptable to the City pursuant to this Agreement. The municipal standby irrevocable Letter of Credit shall contain a provision which automatically renews it from year to year unless the Bank gives thirty (30) days advance written notice of its intention not to renew.
- 2.26 “Letter of Occupancy”** means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling, as required by Section 41 hereof.
- 2.27 “Local Improvements”** shall include utilities, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the Local Improvements Act or the Municipal Act.
- 2.28 “Lot”** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.
- 2.29 “Lot Grading Deposit”** means a deposit of security as specified in Subsection 31(b) hereof.
- 2.30 “Lot Grading Plan”** means a plan for the grading of a Lot as required in Subsection 31(a) hereof.
- 2.31 “Maintenance Warranty Period”** means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Primary Services or Secondary Services, as the case may be, which period is defined in Section 54(f) hereof.
- 2.32 “Party”** shall mean a party to the Agreement and the successors or permitted assigns.
- 2.33 “Plan of Subdivision”** shall mean the Plan of Subdivision of the Lands described in Schedule “A” hereto ultimately approved for registration by the City and registered on title pursuant to the provisions of the Planning Act.
- 2.34 “Plans”** shall mean all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director of Public Works prior to execution of this Agreement by the City.
- 2.35 “Pre-Servicing”** means the installation of Works prior to registration of this Agreement.
- 2.36 “Primary Services”** shall mean the following municipal services required to be constructed by the Developer:
- a) municipal sanitary sewer system;

- b) municipal storm sewer system, storm drainage and storm water management facilities sufficient in the opinion of the Director of Public Works to provide safety and protection from undue inconvenience to the general public;
- c) municipal water system, including fire hydrants;
- d) municipal streets and roadways of final design width with granular base, base course asphalt and concrete curbs and gutters;
- e) street signs and traffic control signs and devices;
- f) rough grading of the Lands;
- g) Utility services.

2.37 “Region” means The Corporation of the Regional Municipality of Niagara.

2.38 “Reserve Strip” shall mean a parcel of land conveyed by the Developer to the City in fee simple, free of encumbrances, abutting a Street Line and separating the street from the next abutting lot or block, for the purpose of preventing legal access from the said street to the said next abutting lot or block.

2.39 “Secondary Services” shall mean all municipal services required to be constructed by the Developer not defined as “Primary Services”, and without limiting the generality of the foregoing, shall include:

- a) top course roadway asphalt;
- b) sidewalks;
- c) paved driveway aprons;
- d) footpaths;
- e) fencing;
- f) sodding of boulevards;
- g) landscaping; and
- h) tree plantings.

2.40 “Storm Water Management Report” means an approved storm water management report and specifications prepared by the Developer in accordance with Section 19 of this Agreement.

2.41 “Street Line” means a lot line dividing a Lot from a street and is the limit of the street or road allowance.

2.42 “Subdivision” means the division of a parcel of land into lesser parcels by means of a registered Plan of Subdivision.

2.43 “Supervision” means the full-time inspection and administration of the Works for the expressed purpose of enforcing the provisions of this Agreement and providing certification of the Works in accordance with Section 8.2.

2.44 “City” means The Corporation of the City of Port Colborne.

2.45 “Treasurer” means the Director of Corporate Services for The Corporation of the City of Port Colborne or his designate.

2.46 “Utility Services” means:

- a) all electrical distribution and street lighting systems, complete;
- b) all gas services, complete;
- c) all telephone services, complete; and all co-axial and fibre services, complete.

2.47 “Works” means all Primary Services and Secondary Services, both internal and external, and all construction, erection, installation and engineering required to service the Lands in accordance with the terms of this Agreement and the

approved Plans.

- 3 Clause 2. of the original Subdivision Agreement entitled Schedules to Agreement be amended by the addition of the following references:

SCHEDULE "A" - Description of Lands
SCHEDULE "B" - Lands Conveyed for Public Purposes
SCHEDULE "C" - Additional Site Conditions
SCHEDULE "D" - Roads
SCHEDULE "E" - Sanitary Sewers
SCHEDULE "F" - Storm Sewers and Surface Drains
SCHEDULE "G" - Watermains
SCHEDULE "H" - Sidewalks
SCHEDULE "I" - Streetlights
SCHEDULE "J" - Subdivision Deposit
SCHEDULE "K" - Subdivision Phase 2, Stage 2
APPENDIX "A" - Plans, Profiles and Specifications

- 4 That Clause 3 of the Original Subdivision Agreement entitled General be deleted and replaced with the following:

4.1 **GENERAL PROVISIONS**

4.2 **Notices**

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner hereinafter set out, in writing addressed in the case of:

- g) the City c/o David Schulz, Planning Division, City Hall, 66 Charlotte Street, Port Colborne, Ontario L3K 3C8 Facsimile 905-835-2939;
- h) the Developer, to Ray Khanna, Kingsway Investments Ltd.
105 Main Street East, Suite 1510
Hamilton, ON L8N 1G6 Facsimile 905-526-7200

The giving of such written notice shall be deemed to be complete, where notice is given by personal service, on the day that the serving of written notice is completed, and where notice is given by prepaid registered mail, two (2) days after the date of mailing, and where notice is given by telephone transmission of a facsimile of the notice, on the day that the transmission of the written notice is completed.

4.3 **Binding on Heirs, etc.**

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

4.4 **Section 67 Planning Act**

The Developer agrees to be bound by the penalty provisions set forth in Section 67 of the *Planning Act*, R.S.O. 1990, c.P.13, and amendments thereto.

4.5 **Applicable Laws**

- a) In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders

and requirements of any governmental or other public authorities having jurisdiction at any time from time to time enforced. Without limiting the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and The *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.

- b) The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the City if at any time the City considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the City may take action to remedy the situation at the expense of the Developer and in this regard the City shall also be entitled to draw upon any security filed by the Developer under this Agreement.

4.6 Severance of *Ultra Vires* Terms

If any term of this Agreement shall be found to be *ultra vires* the City, or otherwise unlawful, such term shall conclusively be deemed to be severable, and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.

4.7 Incontestability

The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, before any court or administrative or other tribunal, the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition thereof, and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

4.8 Time of the Essence

Time shall be of the essence of this Agreement.

4.9 Certificate of Status

Prior to execution of this Agreement by the City, the Developer shall deliver to the City a Certificate of Status issued by the Ontario Ministry of Government and Consumer Services verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.

4.10 Mortgagee's Postponement

The Developer hereby agrees to procure, register and provide to the City any postponement agreements which the City solicitor considers necessary to ensure that this Agreement shall have priority over any interest of a mortgagee in the Lands.

4.11 Notice to Purchasers

The Developer shall notify or cause to be notified each and every purchaser of a Lot or Lots of all Works contracted by the Developer, the Developer's obligations to maintain the Works and all other conditions covered by this Agreement by providing a complete and accurate summary of same and shall cause such information to be fully recorded in any Offer to Purchase or Agreement of Purchase and Sale entered into by the Developer.

- 5 That Clauses 4. through 4.5 from the Original Subdivision Agreement be deleted and replaced with the following:

6 LANDS REQUIRED FOR MUNICIPAL PURPOSES

6.1 The Developer shall convey to the City, in fee simple, free from all encumbrances, such other land as may be required in connection with services necessary for the development of the lands described in Schedule "A" attached hereto, which said additional lands conveyed for Public Purposes are described in Schedule "B" attached hereto.

6.2 The Developer shall transfer the lands referred to in Section 6.1 above in a neat and tidy condition, free from all debris and trash and in a condition including all necessary improvements completed to the satisfaction of the City of Port Colborne.

6.3 The Developer covenants and agrees, at its expense, to obtain and grant to the City, prior to final approval of the subdivision, easements required for the construction of services described in the Schedules attached hereto, in accordance with the City's standard easement agreement form, satisfactory to the City Solicitor. The Developer shall also grant such easements as required by other utility companies or commissions for the installation of their plant.

EASEMENTS FOR MUNICIPAL PURPOSES

6.4 The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the City such easements as may be required for the installation and construction of services or development of the Lands in accordance with Schedule "B" annexed hereto.

6.5 The Developer shall convey to the City or to such public utility company or commission or cable television company as the City may direct, easements required for utility and/or coaxial purposes in accordance with Schedule "B" annexed hereto. All such easements shall be prepared to the complete satisfaction of the City, and if required by the City, any such utility or cable television company.

6.6 The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the City, including Primary Services, Secondary Services and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the Director of Public Works and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the City has passed the Assumption By-Law for Secondary Services.

- 7 That Clause 5. through 15. of the original Subdivision Agreement commencing at and entitled Engineering and Inspections be deleted and replaced with:

SERVICING PLANS AND SPECIFICATIONS

7.1 All Plans and specifications must be approved in writing by the Director of Public Works prior to the execution of this Agreement by the City and the Developer commencing construction of any of the Works.

7.2 The Developer shall submit to the Director of Public Works three (3) paper copies and one (1) digital copy of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.

7.3 It is understood and agreed the Director of Public Works in his appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario, established specifications and standards adopted by the City or existing practices and standards as may from time to time be established or amended by the City by its officials or agents. The City may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.

7.4 No approval by the Director of Public Works shall operate as a release by the City of any liability of the Developer which, but for such approval, might exist or hereafter arise.

7.5 All Plans shall be prepared and stamped by a Consulting Engineer or an Ontario Land Surveyor licensed to practice in the Province of Ontario.

8 ENGINEERING AND INSPECTION

8.1 Consulting Engineer

The Developer shall employ competent and qualified Consulting Engineers, approved by the Director of Public Works, to:

- a) carry out all necessary soil investigations to the satisfaction of the Director of Public Works;
- b) design all Works required to be completed by this Agreement;
- c) prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Director of Public Works for approval prior to installation or construction of such Works;
- d) obtain from the Director of Public Works details regarding the form and scale of the plans and profiles prior to their preparation;
- e) obtain and provide the City with all necessary approvals prior to installation or construction of the Works and prior to execution of this Agreement;
- f) prior to execution of this Agreement by the City, prepare and furnish the Director of Public Works with estimates of the cost of installation and construction of the said Works;
- g) if required, prepare contract documents and call tenders for installation and construction of the said Works;
- h) prepare and supply the City with Progress Payment Certificates;
- i) provide full time resident inspection and contract administration of all Works covered by this Agreement;
- j) maintain all records for the installation and construction of the said Works and submit "as constructed" records in electronic form to the Director of Public Works prior to approving the Completion Certificate for the Works as per the following:
 - i) all reports will be prepared in Microsoft Word and/or Excel and all drawings will be created in AutoCAD (2012) and the latest version of ESRI ArcGIS. Ownership of both hard copies and digital copies must be transferred to the City upon completion of the Works. Metric units are to be used;
 - ii) mapping and associated database information is to be provided in ERSI (.shp) shapefile with object data attached. All information is to be tied to UTM coordinates using the standard NAD83 (Zone 17) datum and should be accompanied by supporting files (font files and plot files) if applicable. Please note that graphical images (.pdf, .cdr, .tif) and CAD files are not considered an acceptable GIS format.

- k) upon completion of installation and construction of the Works, supply the City with a certificate verifying that the Works were installed and constructed in accordance with the approved Plans and specifications;
 - l) provide the Director of Public Works with individual record sheets of all sewer and water service locations and depths;
 - m) when requested by the Director of Public Works, accompany him on his inspections of the Works;
 - n) supervise construction of all Works on a full time basis, including any remedial work the Director of Public Works may require;
 - o) test all services and verify to the Director of Public Works, in writing, that all testing has been completed in accordance with the appropriate requirements;
 - p) provide building elevations for construction purposes; and
 - q) certify, in writing, to the Director of Public Works, as to the actual cost of all Works completed, prior to the City approving a Completion Certificate for such Works or reducing any Letter of Credit.
- 8.2** All Primary, Secondary and Utility Services shall be installed, constructed, inspected and tested under the direct supervision of the Developer's Consulting Engineer at the sole expense of the Developer.
- 8.3** The Developer's Consulting Engineer(s) shall conduct all testing of Works and materials to the complete satisfaction of the Director of Public Works. All sanitary and storm sewers must be inspected and videoed via closed circuit television (CCTV) prior to final acceptance by the City. Complete CCTV reports in the latest format to be provided to City upon completion with as-built documents.
- 8.4** The Director of Public Works or his designate shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Director of Public Works. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Director of Public Works.
- 8.5** The City shall inspect all works as deemed necessary to ensure that the works are being constructed in accordance with the plans and specifications approved by the City, to the Engineer's satisfaction. This inspection shall be in addition to the inspection provided by the Developer's Consulting Engineer, and shall in no way relieve the Developer or its Consulting Engineer of any responsibility with regard to supervision and inspection or the proper completion of the work. The Developer shall pay the full cost of engineering inspection by the City.
- 8.6** The City shall inspect all materials and appurtenances prior to installation to ensure conformance with latest City approved material/manufacture lists. Any items deemed unacceptable are to be tagged or otherwise identified as "unacceptable", and removed from site immediately. Any items deemed "unacceptable" will be replaced at the expense of the Developer. Replacement item(s) shall be examined for conformance to the specifications by the City.
- 8.7** The Director of Public Works shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Director of Public Works.
- 9** That Clauses 6 to 6.4 from the Original Subdivision Agreement titled Tenders and Contractors be deleted and replaced with the following:

TENDERS, INSURANCE & BONDING

- 9.1** If required by the City, the Developer shall call for tenders for the Works in accordance with the City's Purchasing Policy (By-law No. 3687/113/98). Where the City requires the Developer to call for tenders, any tender proposed to be accepted by the Developer shall not be accepted until same has been approved in writing by the Director of Public Works.
- 9.2** Prior to commencement of any Works, the Developer shall, at his sole expense, provide the City with:
- a) a copy of the contractor's Performance and Maintenance Bond and Labour and Material Payment Bond each for one hundred percent (100%) of the contract sum, if required. The aforesaid Bonds shall unconditionally guarantee to the Developer and the City that the Works will be satisfactorily completed and maintained within the terms of the contract, this Agreement and the approved Plans up to the face value of the bond. Without limiting the generality of the foregoing, such Bonds shall cover extensions to the contract, modifications thereof, and the Maintenance Warranty Period. The bonding company shall not replace a prime contractor or sub-contractor without prior written approval of the Director of Public Works. Bonding companies are subject to acceptance by the City;
 - b) a certified copy of the Developer's third party All Perils and Liability Insurance Policy naming the City as an additional insured in a form satisfactory to the City as follows:
 - i) the policy is to be written on the comprehensive form including contractual liability and complete operations with an inclusive limit of five million dollars (\$5,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);
 - ii) the Liability Insurance Policy shall not contain any exclusions for damage to property, support of any property, building or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise and shall not contain an exclusion for blasting;
 - iii) the Standard Automobile Policy shall cover both owned and non-owned vehicles with inclusive limits of not less than two million dollars (\$2,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);
 - iv) excess umbrella liability coverage of four million dollars (\$4,000,000.00) for all risks included in (i) and (ii) above shall be provided with a retained limit up to ten thousand dollars (\$10,000.00);
 - v) "Cross Liability" and "Severability of Interest" clauses or endorsements shall be provided;
 - vi) an endorsement will be provided to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City from the insurer;
 - vii) the premium for the said policies shall be paid initially for a period of two (2) years and the policy shall be renewed for

further one-year periods until all Works required under this Agreement are installed and assumed by the City;

viii) The policy of insurance shall not be construed as relieving the Developer from responsibility for the deductibles or other or larger claims, if any, for which the Developer or City may be held responsible;

c) a certificate from the Worker's Safety Insurance Board certifying the contractor is in good standing with the Board; and

d) satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

10 That Clauses 7 to 7.14 titled Installation of Services from the Original Subdivision Agreement be deleted and replaced with the following:

10.1 SERVICES

General

a) Where the Plan of Subdivision is serviced by a secondary means of egress or emergency access to be constructed by the Developer, an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such secondary means of egress or emergency access, road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.

b) Where it is necessary to use a secondary means of egress or emergency access to be constructed by the Developer or an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.

c) The Developer shall not change, or do any work that will prejudicially effect, any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Director of Public Works, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the City from any claim arising from such damage.

d) The Developer shall keep all portions of the development well, properly and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the City from any claim arising from said damage.

e) The Developer covenants and agrees to carry out all Works necessary to service the Plan of Subdivision in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the City, its servants or agents, may, at the City's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Plan of Subdivision. The cost of any such work performed by or at the instruction of the City, shall be paid by the Developer on demand, and

without limiting any of its remedies at law or in equity, the City may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

- f) The Developer shall be solely responsible for controlling dust, odour, exhaust, smoke or any other airborne nuisance in conjunction with the Works, both within the Plan of Subdivision and elsewhere.
- g) All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as free as possible from mud, dust, debris etc. and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the City's requirements and to the satisfaction of the Director of Public Works.
- h) All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Director of Public Works, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer's or its contractor's vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Director of Public Works make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Director of Public Works remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the City's requirements and to the satisfaction of the Director of Public Works.
- i) The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation Bell Canada, Consumer's Gas, Enbridge Gas, Canadian Niagara Power Inc., Regional Cable Television (Central) Inc., Niagara Regional Broadband Network, etc.) of the approximate date of construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Director of Public Works, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or any other public utility works as necessary and as approved by the Director of Public Works, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.
- j) The City disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other utilities, services and structures owned by the City or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said pipes, conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such pipes, conduits, tracks, utilities and structures, and to inspect the

public records of the various City Departments having recognizance and control of pipes, conduits and sewers, and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer's responsibility to consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be notified immediately by the Developer and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Director of Public Works.

- k) The Developer agrees to keep boulevards and Easements graded and free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial, gas and hydro-electric installations, and other utility works.
- l) The Developer shall remove from all road allowances in the Plan of Subdivision, any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Director of Public Works, and further, shall remove from the Lands any unkempt, diseased or infested trees, vines or bushes. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the City to the Developer, the City may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the City may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- m) The Developer shall not remove any earth from the Lands without first obtaining written approval from the Director of Public Works and following any applicable provincial regulations.
- n) All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the City's specifications therefor at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.
- o) The Developer acknowledges and agrees, notwithstanding the complete installation of services in the subdivision as authorized by the City, that the City will not be held liable for any stoppage or delay of the registration of the Plan or the issuance of Building Permits for the lots in the Plan.

11 Survey Monuments to be Preserved

The Developer agrees that all survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved; and if any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of a Registered Ontario Land Surveyor (OLS).

12 City's Right to Enter and Repair

- a) The City shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:
 - i) without notice to the Developer where, in the sole opinion of the Director of Public Works, danger to public safety or an emergency condition exists, or the streets have not been kept

free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and

- ii) where repairs to or maintenance of the said Works has not been completed within twelve (12) hours after written notice requiring such repairs or maintenance has been delivered to the Developer.
- b) The decision of the Director of Public Works that repairs, remedial work or maintenance to the said Works is required or that an emergency state exists requiring immediate repair or maintenance shall be final, conclusive and incontestable. Such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the City or an assumption by the City of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement.
- c) The cost of any repair or maintenance work (including professional fees) undertaken by the City pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the City within thirty (30) days after a statement of account therefor has been delivered to the Developer. If the Developer fails to pay the amount due to the City within such thirty (30) day period, the City may and is hereby expressly authorized by the Developer to deduct the amount owing to the City for such repairs or maintenance from any monies or Letters of Credit deposited with the City.
- d) Repairs or maintenance undertaken by the Developer pursuant to this subsection, shall be completed in the presence of the Director of Public Works or his representative.

13 Services to be Co-ordinated

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be coordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

14 Land Use Sign

The Developer agrees to erect, to the satisfaction of the Director of Public Works, a 2.5m x 2.5m Land Use Sign prior to the commencement of construction of the Works, which shall indicate the proposed and abutting street system, lot patterns, sidewalk layout and land uses. The Developer further agrees to make available all such information and related servicing structures to prospective buyers.

15 Interim Works

The Developer agrees and acknowledges that, until the Director of Public Works affixes his signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer's risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

16 Roads

- a) The Developer agrees to perform and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.
- b) Any existing road damaged during the development of the Plan of Subdivision shall be restored by the Developer, to the complete satisfaction

of the Director of Public Works, prior to approval of the Certificate of Completion for Primary Services.

- c) The roads shall be named to the satisfaction of the City.

17. Sanitary Sewer System

- a) If required by the City, and prior to execution of this Agreement by the City, the Developer shall undertake a review of existing downstream sanitary sewer system to ensure the capacity of the system is sufficient for the increase in flows from the Plan of Subdivision. In the event the downstream system is inadequate for the flow increase from this Subdivision, upgrading of those facilities will be the financial responsibility of the Developer and the Work required and/or necessary to upgrade such facilities shall be completed by the Developer as part of development of this Plan of Subdivision to the complete satisfaction of the Director of Public Works.
- b) The Developer shall construct a sanitary sewer system, including service laterals from the sewer main to the Street Line and other appurtenances, to adequately service the Lands. All sanitary sewers, including upgrading of downstream facilities if deemed necessary by the City, shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Public Works, the Region of Niagara Public Works Department and the Ministry of the Environment, Conservation and Parks, and the construction and materials used therein shall be in accordance with the City's most recent specifications therefor.
- c) All sanitary sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment as per OPSS.MUNI 411:
 - i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;
 - ii) forthwith after final paving of the streets has been completed; and
 - iii) upon receipt of any written notice from the Director of Public Works.
- d) All sanitary sewer Works shall be tested, and if necessary re-tested, and the method and time of testing shall be to the satisfaction of the Director of Public Works.
- e) All sanitary sewer Works shall be inspected and videoed via closed circuit television as per OPSS.MUNI 409 to the satisfaction of, and upon any written notice from, the Director of Public Works and prior to assumption of the sanitary sewer Works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Public Works, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Public Works, be required.
- f) Prior to the Director of Public Works approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Public Works with all of the items listed in Section 52 d).
- g) Prior to registration of the Plan, the Region shall confirm that adequate sanitary sewage allotment is available.

- h) The Developer agrees to perform and complete all sanitary sewer Works required by this agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.

18 Storm Drainage System

- a) The Developer agrees to construct a storm drainage and storm water management system to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Director of Public Works, the Region of Niagara Public Works Department, the Niagara Peninsula Conservation Authority (NPCA) and the Ministry of the Environment, Conservation and Parks, and construction and materials used therein shall be in accordance with the City's most recent specifications therefor.
- b) All storm sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment as per OPSS.MUNI 411:
 - i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;
 - ii) forthwith after final paving of the streets has been completed; and
 - iii) upon receipt of any written notice from the Director of Public Works.
- c) All storm sewer Works shall be inspected and videoed via closed circuit television as per OPSS.MUNI 409 to the satisfaction of, and upon any written notice from, the Director of Public Works and prior to assumption of the storm sewer Works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Public Works, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Public Works, be required.
- d) Prior to the Director of Public Works approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Public Works with all of the items listed in Section 52 d).

19 Stormwater Management System

- a) The Developer agrees that prior to the City executing this Agreement the Developer shall prepare and provide a Storm Water Management Report which shall be submitted for approval by the Director of Public Works, the Ministry of the Environment, Conservation and Parks, the NPCA and the Region of Niagara Public Works Department, indicating the following:
 - i) the manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the Provincial guidelines contained in "Stormwater Management Practices Planning & Design Manual - June 1994" (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;
 - ii) an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the

storm water management system must provide Level 1 protection for downstream fisheries and resources); and

- iii) an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the latest revision of the "Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites" or such more stringent standards as may be applicable.
- b) The Developer shall prepare and provide a Subdivision Grading Plan in accordance with Section 30 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands. The 100-year flood level shall be plotted on the Plan to ensure that all structural development will be located above this elevation.
- c) The Developer agrees to implement the Storm Water Management Plan, as approved by the NPCA including the approved grading and drainage plans, any required erosion and flood protection works, and all NPCA requirements.
- d) The Developer agrees to carry out or to have carried out all storm water management techniques and Works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Subdivision Grading Plan and Storm Water Management Plan to the complete satisfaction of the Director of Public Works and the Region of Niagara Public Works Department.

20 Water Distribution System

- a) The Developer shall construct a complete water supply and distribution system, including valves, valve boxes, fire hydrants, service connections, curbstops and boxes, blow-offs and ground hydrants as may be required for the purpose of servicing the Plan for Subdivision. The water distribution system shall be constructed according to the Plans approved by the Director of Public Works or the Region of Niagara Public Works Department and the Ministry of the Environment, Conservation and Parks if required, and the construction and materials used therein shall be in accordance with the City's most recent specifications therefor.
- b) The Developer shall install, charge, test and maintain fire hydrants as required by the approved Plans and specifications in accordance with this Agreement to the complete satisfaction of the Port Colborne Fire Department and the Director of Public Works.
- c) The water supply and distribution system shall be designed to accommodate residential and fire flows with the minimum size of 150 mm in diameter.
- d) All water mains shall be flushed, chlorinated, pressure tested, bacterial tested and tracer wire connectivity tested in accordance with the Provincial Watermain Disinfection Procedure and the most current version of the City of Port Colborne Watermain Commissioning Protocol and to the satisfaction of the Director of Public Works prior to approval of the Completion Certificate for Primary Services.
- e) Prior to the Director of Public Works approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Public Works with all the items listed in Section 52 d).

- f) Performance Based Flushing is to be carried out by a licenced City of Port Colborne Water Operator. The number, frequency and locations of hydrants to be flushed are to be determined by the City to maintain water quality and provide safe drinking water that is representative of the drinking water system. The Developer agrees to pay staff time, vehicle time and water rates per cubic meter as set in the City's rates and fees. The following conditions will apply:
 - i) Flushing and testing will commence once the new watermain has been connected to the network. It will be carried out at a frequency based on performance and to ensure water quality requirements;
 - ii) The Proponent will pay invoices for flushing and testing based on actual costs incurred by the City. Such costs shall be based upon rates established in the City's rates and fees; and,
 - iii) Flushing and testing will cease once tests confirm that water quality requirements have been met as per the Safe Drinking Water Act, or 80% occupancy has been achieved to provide adequate water turnover.

21 Sidewalks

The Developer shall, at its sole expense, construct concrete sidewalks in accordance with the approved Plans filed and specifications therefor.

22 Fencing

The Developer shall, at its sole expense, construct fencing in accordance with the approved Plans filed and specifications therefor.

23 Street and Traffic Signs

- a) The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Public Works during the construction period.
- b) The Developer shall pay for all permanent street and traffic signs and other traffic control devices required by the approved Plans and to the satisfaction of the Director of Public Works. The Developer shall be responsible to install all permanent street and traffic signs to the current standards of the City.

24 Electrical Distribution System and Street Lighting

- a) The Developer shall arrange with Canadian Niagara Power Inc. (CNPI) for the design, provision and installation of all electrical transmission and distribution system and streetlighting system required to service all of the Lots shown on the Plan with electrical power in accordance with the plans and specifications therefor approved by CNPI and the Director of Public Works. All such facilities shall be installed underground unless specific external systems are approved by CNPI and the Director of Public Works. The cost of providing such facilities shall be borne by the Developer.
- b) The Developer shall arrange with CNPI for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service

connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to CNPI upon receipt of a statement of account therefor.

- c) Prior to the Director of Public Works approving the Certificate of Final Acceptance for Primary Services, the Developer shall deliver to the City satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the City, and upon Council passing the Assumption By-Law for Primary Services the City will assume the street lighting system into the City's street light inventory.
- d) The Developer will supply the City with 3 spare fixtures including but not limited to poles, arms, luminaires and mounting hardware for replacement inventory.

25 Utility Services

All Utility Services required to service the Plan of Subdivision, including, without restricting the generality of the foregoing, hydro service, gas, telephone cables and coaxial and fibre cables, and gas shall be installed underground from the source with pad-mounted transformers. All Utility Services shall be installed, constructed and energized or activated prior to the Director of Public Works approving the Certificate of Completion for Primary Services

26 Mail Delivery

- a) The Owner agrees to install a concrete pad at final approved grade in accordance with the requirements of Canada Post to facilitate the installation of Community Mail Boxes. The location of the concrete pads are subject to approval by Canada Post and the Engineer.
- b) The Owner agrees to identify the concrete pads on the engineering servicing drawings. The pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.
- c) The Owner agrees to determine the location of all centralized mail facilities in cooperation with Canada Post and to post the location of these sites on appropriate maps, information boards and plans.
- d) The Owner agrees to coordinate with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision.

27 Tree Plantings

- a) In order to maintain a high standard of amenity and appearance, the Developer, its heirs, executors, administrators, successors and assigns hereby undertake and agree to retain the maximum number of trees within the lands consistent with good design and conservation practices and to deposit a Letter of Credit with the City, to guarantee the total cost of purchasing, planting and maintaining trees within the Plan in accordance with the following:
 - i) The Owner agrees to plant one tree in the front yard of each lot within the plan, 1.5 metres from the front lot line. The

location shall be on private property and not interfere with the alignment of the services to the property.

- ii) Trees shall be 50 millimetres caliper or more and a height of 1.8 metres or more, balled and bur lapped at planting and be of such varieties as Red Maple, Common Hackberry, Kentucky Coffeetree, Tulip Tree, Redspire Ornamental Pear, Princeton Sentry Gingko or such other compatible variety, as approved by the City.
- b) In accordance with Schedule "J" annexed hereto, prior to registration of this Agreement by the City, the Developer shall provide a security in the form of a Letter of Credit to the City for Tree Planting within the subdivision, to cover the cost of purchasing, planting and maintaining trees within the Plan.

28 Driveways

- a) Each Lot shall be serviced with a driveway approach constructed in accordance with the Plans filed to the complete satisfaction of the Director of Public Works.
- b) All driveway approaches (aprons) between the curb line and the sidewalk, or in the absence of a sidewalk, between the curb line and the Street Line shall be installed and paved by the Developer in accordance with the approved plans and specifications therefor prior to the Director of Public Works approving the Completion Certificate for Secondary Services.

29 Landscaping

- a) The Developer shall grade and place a minimum of 100mm of topsoil together with number one nursery sod on all portions of road allowances in the Plan of Subdivision not covered by asphalt or sidewalks and along all sides of the Plan of Subdivision abutting on adjacent existing streets. All sodding as herein described shall be considered as part of the cost of construction of services for the Plan of Subdivision, and shall be completed prior to the Director of Public Works approving the Completion Certificate for Secondary Services.
- b) All drainage ditches, major overland flow drainage swales and depressions within the Plan of Subdivision shall be sodded with number one nursery sod prior to the City issuing any building permits. The Developer shall maintain all sod until Council passes the Assumption By-Law for Secondary Services.

30 Subdivision Grading and Drainage

- a) Unless otherwise approved or required by the City, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:
 - i) the City has agreed in writing to such alteration or removal; and
 - ii) the City has approved the Subdivision Grading Plan pursuant to the terms of this Agreement and the City's Lot Grading and Drainage Policy, By-Law 2464/80/90 and amendments thereto.
- b) Prior to execution of this Agreement by the City or commencing any phase of development, and in accordance with the City's Lot Grading and Drainage Policy, By-Law No. 2464/80/90 and amendments thereto, the Developer shall prepare and provide the City, as part of the engineering drawings, a Subdivision Grading Plan for the purpose of controlling the overall drainage pattern in the Plan of Subdivision. The Subdivision Grading Plan shall be prepared in conformance the City's Lot Grading and Drainage Policy, By-Law 2464/80/90 and amendments thereto.

- c) The following grading works shall be completed prior to the issuance of any Building Permits:
 - i) construction and sodding of all major overland flow drainage swales and other erosion control devices to the satisfaction of the Director of Public Works for the Plan of Subdivision, subject to weather conditions; and
 - ii) rough grading of all Lots to generally conform to the Subdivision Grading Plan.
- d) If drainage problems arise which are as a result of non-compliance with the requirements of By-Law 2464/80/90 and amendments thereto, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the City may enter upon the Lands to remedy any such problem and may use the Subdivider's Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Subdivider's Grading Deposit shall be the responsibility of the Developer, and if not reimbursed to the City forthwith after being incurred by the City, the City may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- e) The Developer shall deposit with the City as security for carrying out the provisions of the Subdivision Grading Plan, in accordance with Schedule "J" annexed hereto, a Subdivider's Grading Deposit as required by By-Law 2464/80/90 and amendments thereto.
- f) Upon completion of the Works and acceptance by the City of a Subdivision Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Subdivider's Grading Deposit, less any cost for remedial work undertaken by the City.

31 Lot Grading and Drainage

- a) Prior to the issuance of a Building Permit for a Lot, the Developer or the Building Permit applicant shall submit to the City three copies of a proposed Lot Grading Plan prepared by a Professional Engineer or an Ontario Land Surveyor and shall conform to the Subdivision Grading Plan.
- b) Prior to issuance of a building permit for a Lot, the Building Permit applicant shall submit to the City as security for carrying out the provisions of the Lot Grading Plan a Lot Grading Deposit in the amount of \$2,000.00 per Lot.
- c) Upon acceptance of the Grading Conformance Certificate by the City, the Developer may apply in writing for release of the Lot Grading Deposit, less any cost of remedial work performed by the City.
- d) The grading of a Lot shall be considered complete when the building has been erected and such lot has been graded and sodded. Sodding shall be done within two months after occupancy of the dwelling or by the next June 1st following occupancy should occupancy take place after November 1st.
- e) Upon completion of the grading as noted in Section 31. a) of this Agreement, prior to landscaping or fencing, the Developer shall submit to the City one copy of the Lot Grading Plan which shall indicate the finished elevation as shown on the proposed Lot Grading Plan. This "as constructed" Lot Grading Plan shall be prepared and certified by a Professional Engineer or Ontario Land Surveyor.
- f) Once the "as constructed" grading of a Lot has been certified and signed by an Ontario Land Surveyor or Professional Engineer to be in conformance with the latest revision of the Subdivision Grading Plan, the Lot Grading Plan if approved by the City, shall be accepted and dated by the City, as the "Grading Conformance Certificate."

- g) The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to maintain the grading and drainage schemes as established and verified by the Grading Conformance Certificate and not to alter or revise the grading or drainage without the express written consent of the Director of Public Works or the Chief Building Official.

32 Foundation Drains

The Developer agrees that foundation drains shall be pumped by a sump pump in each house and discharged to the surface in such a manner that any water collected shall drain away from the foundation of the building. Sump pump connections may be made to the storm lateral provided such connections are made at a point above the finished elevation of the ground adjacent the building.

33 Roof Water

The Developer agrees that roof water drainage from any structure or building shall be directed via downspouts discharging via splash pads (concrete or other suitable material) to grass surfaces. These splash pads shall extend a distance at least 1.2 metres away from the structure and must direct the flow away from the building, not onto walks or driveways and not towards adjacent property.

34 Minimum Basement Elevations

If required, the Developer agrees to submit a plan for approval to the Director of Public Works, detailing the basement control elevations for individual dwellings or structures within the Plan of Subdivision and to ensure compliance with approved basement control elevations.

35 BY-LAW(S), DOCUMENTATION AND REGISTRATION

36 That Clauses 8, 13, 14, 16 & 17 from the Original Subdivision Agreement be deleted and replaced with the following:

- a. Before this Agreement is executed by the City, the appropriate authorizing By-law must be enacted by the Council of the City.
- b. The City may, at the sole expense of the Developer, request the Developer's solicitor to prepare such further and other documentation as may be deemed necessary and/or required by the City for the preparation, registration and implementation of the agreement.
- c. If required, the Developer's solicitor, at the sole expense of the Developer, shall:
 - i. provide and/or prepare all documentation which the City's Solicitor may require, including all necessary Transfers, Easements and restrictive covenants in registerable form;
 - ii. certify title to the City in a signed Certificate of Title;
 - iii. have all documentation signed by the Developer, Charges, and other necessary parties;
 - iv. sub search title and obtain an Execution Certificate prior to registration and provide copies of same to the City's Solicitor;
 - v. deliver all executed documentation to the City; and
 - vi. attend to registration of all documentation, at the Developer's expense, required by this Agreement.

- d. Prior to the City executing this Agreement, the Developer shall provide the City with two (2) copies each of the draft Plan of Subdivision (M-Plan) for the Lands and the draft Reference Plan (R-Plan) providing legal descriptions for Easements within or outside the Lands.

- e. The Developer covenants and agrees to register an application, signed by the City, for an order inhibiting any dealings with the Lands to the applicable Land Registrar immediately following the registration of the Agreement. The Developer acknowledges that the City shall not be obligated to register any documents in compliance with the Inhibiting Order or to apply to have the Inhibiting Order removed from title until the Developer has supplied all documents in compliance with this Agreement in a form satisfactory to the City for registration and all other documents required to provide discharges, releases and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands have been registered against title to the lands.
- f. Upon the City being satisfied that all conditions of Draft Plan approval for the Plan of Subdivision have been satisfied by the Developer within the required time, the City shall register the following documentations at the sole expense of the Developer as soon as practicable:
 - i. the approved Plan of Subdivision; and
 - ii. all other documentation related thereto, including without limitation, Cessations of Charge.
- g. In the event the Plan of Subdivision is not registered within one (1) year from the date of registration on title of this Agreement, the City may declare the Developer in Final Default.
- h. The Developer shall not deal in any manner whatsoever with any Lot or Block shown on the Plan of Subdivision until this Agreement, the Plan of Subdivision and all other documentation (including Transfers, Easements, Cessation of Charge, Inhibiting Orders, Reference Plans, and Postponements of Charges) required by this Agreement and by the City's solicitor have been delivered, approved and registered on title to the complete satisfaction of the City's solicitor.

Permits, Fees, Deposits and Occupancy

37 Building Permits – Issuance

The Developer covenants and agrees not to apply for building permits until:

- i. all Primary Services have been completed and a Certificate of Completion for Primary Services has been approved to the satisfaction of the Director of Public Works;
- ii. the City has on file an approved Subdivision Grading Plan;
- iii. the Developer has completed the following grading works:
 - i) rough grading of all Lots to generally conform to the Subdivision Grading Plan;
 - ii) construction and sodding of all major overland flow drainage swales and other erosion control devices deemed necessary by the City for the Lands;
- iv. the City has on file an approved Proposed Lot Grading Plan;
- v. the City is in receipt of all applicable fees and deposits including, without limiting the generality of the foregoing:
 - i) Development fees at the prevailing rate as prescribed by The Development Charges By-Law 6733/97/19 and amendments thereto;
 - ii) the Lot Grading Deposit;

- iii) Building Permit application fee;
- iv) Plumbing Permit application fee;
- v) Water meter fee;
- vi) Service Main connection application and fee, if applicable;
- vii) Land for park dedication fee; and
- viii) Any other fees, deposits or payments required under this Agreement;

- vi. the City's Fire Department has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;
- vii. the City is satisfied all terms and conditions of this Agreement have been complied with insofar as they apply at that point in time;
- viii. the Developer has paid all development charges required by the Development Charges By-Law of the Regional Municipality of Niagara; and
- ix. the Developer has otherwise complied with all applicable law.

38 Water Saving Devices

The Developer agrees that all new homes being constructed will utilize water saving devices such as low flow toilets and low flow shower heads, of a standard acceptable to the Director of Public Works and the Chief Building Official.

39 No Building Permit While In Default

Notwithstanding anything herein contained, the City may refuse to issue building permits if there is an existing default in any of the provisions of this Agreement.

40 Service Main Connections

Prior to making any connections, if required, to existing municipal services the Developer shall submit to the City, completed Connection Permit applications and applicable fees for connection to existing sewer or water mains. No connection shall be made until the Connection Permits are approved by the City's Engineering and Operations Department.

41 Occupancy

Unless otherwise determined by the Chief Building Official, no dwelling, including model units, shall be occupied:

- i. until the Director of Public Works has approved the Certificate of Completion for Primary Services;
- ii. until the City has on file a Grading Conformance Certificate for the Lot; and;
- iii. until a final inspection has been completed and a Letter of Occupancy is issued by the Chief Building Official.

42 Model Units

The Developer agrees to pay all applicable permit fees and development charges for the buildings or structures constructed as model units, and shall otherwise comply with Section 41 herein, prior to a Letter of Occupancy being issued for said units.

43 Water Meters

All new homes constructed shall be equipped with water meters at the sole expense of the Developer.

SECURITY DEPOSITS AND CASH PAYMENTS

44 General

- a) The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works for the Plan of Subdivision together with all City inspection charges, engineering, administrative and consulting fees and in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security and cash payments on account of aforesaid costs, charges and fees in accordance with Schedule "J" annexed hereto prior to execution of this Agreement by the City. The security should be in the form of a standby Letter or Letters of Credit with **automatic renewal provision**, in a form approved by the City. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the City returns the Letter of Credit in accordance with the provisions of this agreement.
- b) The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or matter, the City may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- c) The Developer acknowledges and agrees that the City reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the City determines that any reduction in the Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the City will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the City has sufficient security to ensure that such work will be completed.
- d) Whenever in this Agreement a Letter of Credit is required to be filed with the City, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the City as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- e) The Developer acknowledges that upon the transfer of any ownership of the Lands, the City will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the City.
- f) The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to execution, the Developer's Consulting Engineer shall provide the City with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Primary Services and Secondary Services and City inspection charges, engineering, administrative and consulting fees shall be calculated, in a manner satisfactory to the Director of Public Works, on the basis of the Developer's Engineer's estimated cost of design, construction, supervision, inspection and maintenance of all Works as set out in Schedule "J" annexed hereto.

- g) From time to time, upon written request, the Developer's Consulting Engineer shall be required to certify in writing the actual cost of design, construction and maintenance of all Works installed and constructed to date, and the estimated cost of all outstanding Works, and the Director of Public Works may adjust the amount of security required if the actual cost of construction of all Works, installed and constructed to date or the estimated cost of all outstanding Works exceeds the original estimated costs as set out in Schedule "J" annexed hereto and the Developer shall be required to obtain, and the Developer hereby covenants to obtain, an amendment to the security to give effect thereto. In the event the Developer fails to increase the amount of security within seven (7) days of receipt of aforesaid written notice, then the Developer shall be deemed to be in Final Default of the terms and conditions of this Agreement.

45 Cash Payments

Prior to the execution of this Agreement by the City, as security for payment of services to be rendered by the City and its agents as required by this Agreement, and for presently outstanding payments owing to the City, the Developer shall, in accordance with Schedule "J" annexed hereto, deposit with the City cash payment and cash security as set out in Schedule "J", which security shall include, but not be limited to the following:

- a) all arrears of taxes and all current taxes and local improvement charges assessed against the lands described in Schedule "A" annexed hereto; and
- b) the City's engineering, administration, review, consulting, and inspection costs for this Agreement, approval of the Plans, and enactment of By-laws, shall be payable in cash to the City at the time of signing of this Agreement calculated on the following basis:
 - i) 3% of cost of Works
 - ii) Further, the Developer's Consulting Engineer shall be required to certify the actual cost of all construction in writing to the Director of Public Works, who may adjust the amount of inspection fee following construction if the actual construction costs vary from the original estimated costs by an amount greater than ten percent (10%).
- c) The Developer shall reimburse the City, all legal costs incurred by the City associated with the preparation, administration and registration of this Agreement.

46 Letter of Credit for On-Site Primary Services

- a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit in the amount of ten percent (10%) of the estimated cost of the design and construction of all Primary services to be constructed within the boundaries of the Plan of Subdivision (herein referred to as "On-Site Primary Services"). On default by the Developer in providing the On-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit to pay for the completion of such On-Site Primary Services. Upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act* with respect to the construction of On-Site Primary Services, the City shall also be entitled to call upon the said Letter of Credit.
- b) For On-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release security deposits, provided that at no time shall the amount retained be less than one hundred percent (100%) of the estimated cost of uncompleted On-Site Primary Services plus ten percent (10%) of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of On-Site Primary Services secured under Section 44 of

this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

- c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of On-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the On-Site Primary Services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty hereinbefore referred to may be released by the Treasurer to the Developer.

47 Letter of Credit for Off-Site Primary Services

- a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit for one hundred percent (100%) of the costs of design and construction of all Primary Services outside the boundaries of the Plan of Subdivision (herein referred to as "Off-Site Primary Services"). On default of the Developer in providing the Off-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit to pay for the completion of such Off-Site Primary Services. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act* with respect to Off-Site Primary Services.
- b) For Off-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release security deposits, provided that at no time shall the amount retained be less than one hundred percent (100%) of the estimated cost of uncompleted Off-Site Primary Services plus ten percent (10%) of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Off-Site Primary Services secured under Section 44 of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.
- c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Off-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the Off-Site Primary Services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty hereinbefore referred to may be released by the Treasurer to the Developer.

48 Letter of Credit for Off-Site and On-Site Secondary Services

- a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit in the amount of one hundred and twenty percent (120%) of the costs of design and construction of all Off-Site and On-Site Secondary Services. On default of the Developer in providing the Secondary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit in order to pay for the completion of such Secondary Services. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Lien filed pursuant to the provisions of the *Construction Lien Act* with respect to Secondary Services.
- b) For all Secondary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release such security deposits, provided that at no time shall the amount retained be less than one hundred and twenty percent (120%) of the estimated cost of uncompleted Secondary Services. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement,

any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Secondary Services secured under Section 44 of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

- c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Secondary Services completed to guarantee the workmanship and materials of the Works until assumption of Secondary services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty herein before referred to may be released by the Treasurer to the Developer.
- d) Upon written demand by the Director of Public Works and upon the Developer making application for release of security, the Developer shall deliver to the City, a statutory declaration by or on behalf of the Developer stating:
 - i) the date of completion of the subject services;
 - ii) Works completed to date;
 - iii) all accounts that have become due and payable in connection with the construction, installation, inspection, repair and maintenance of the subject services have been paid; and
 - iv) all requirements of the *Construction Lien Act* have been complied with to date and proof of expiration of liens under the *Construction Lien Act*.

49 That Clause 18 of the Original Subdivision Agreement titled Default be deleted and replaced with the following:

DEFAULT

- a) Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, any contract awarded for the Works or the approved Plans, or upon the Developer becoming insolvent or making any assignment for the benefit of creditors, the City, at its option, may declare the Developer to be in default. Notice of such default shall be given by the City, and if the Developer shall not remedy such default within such time as provided in the notice, the City may declare the Developer to be in Final Default under this Agreement and shall then forthwith give notice thereof to the Developer. Upon notice of default having been given, the City may require all work by the Developer, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid to cease. Upon Final Default of the Developer, the City may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:
 - i) enter upon the land shown on the said Plan of Subdivision, by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Developer, and collect the cost thereof from the Developer and/or enforce any security available to it;
 - ii) make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
 - iii) retain any sum of money heretofore paid by the Developer to the City, for any purpose, and apply the same in payment or part payment for any work which the City may undertake;

- iv) assume any work or services whether the same have been completed or not, and thereafter the Developer shall have no claim or title thereto or remuneration therefor;
 - v) bring action to compel specific performance of all or any part of this Agreement, or for damages or other relief or remedy; or
 - vi) exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law or in equity.
- b) Developer shall be deemed to be in Final Default if:
- i) the City receives written notice from the Bank of its intention to not renew the Letter of Credit;
 - ii) the Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;
 - iii) the City receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the City is being altered, cancelled or allowed to lapse;
 - iv) the Developer has not made provision for renewal at least thirty (30) days prior to the date of expiry of any insurance policy, Performance and Maintenance Bond or Labour and Material Payment Bond;
 - v) upon sale of the Lands the new Developer has not delivered to the City, replacement security deposits; or
 - vi) the Developer fails to increase security as required by the provisions of this Agreement.

50 That Clause 18 of the Original Subdivision Agreement titled Completion be deleted and replaced with the following:

COMPLETION, MAINTENANCE, ACCEPTANCE AND ASSUMPTION OF WORKS

a) Condition Precedent

The performance by the Developer of its obligations in this Agreement to the satisfaction of the Director of Public Works shall be a condition precedent to the approval, maintenance, acceptance and assumption of the Works or any of them by the City.

b) Time to Complete Servicing

The Developer shall proceed with the installation or construction of the Works required by this Agreement and the approved Plans with all reasonable dispatch and shall complete:

- i) all required Primary Services within one year after the date of registration of the Plan of Subdivision; and
- ii) all required Secondary Services not later than three (3) years after completion of the Primary Services or forthwith after 80% of the building construction has been completed whichever occurs earlier unless otherwise approved by the Director of Public Works.
- iii) The Director of Public Works may extend the time for completion of Primary and Secondary Services or any of them for such length of time as he or she may deem expedient upon written application of the Developer with reasons why the extension is required.

51 **Roads**

- a) Until Council passes an Assumption By-Law for Secondary Services assuming all the roads constructed, the Developer, on behalf of itself, its successors ~~Page 18 of 21~~ including its successors in title to the

Lands in the Plan of Subdivision, hereby releases, discharges and agrees to indemnify and save harmless the City from and against all actions, causes of action, suits, claims and demands whatsoever and howsoever arising, and without limiting the generality of the foregoing, which may arise by reason of:

- i) any alteration of the existing grade or level of any road or roads on the said Plan to bring the grade or level in accordance with the plans approved by the Director of Public Works;
 - ii) any damage to the lands abutting on any road or roads shown on the Plan of Subdivision or to any building erected thereon arising from or in consequence of any such alteration of grade or level; and
 - iii) any damages or injuries (including death) to persons or damage to property occurring or arising on any road or roads on the said Plan of Subdivision, however caused.
- b) All road allowances shown on the Plan of Subdivision shall be named to the satisfaction of the Director of Public Works.

52 Completion Certificate for Primary Services

- a) Primary Services installation will not be considered complete by the City until an inspection has been made by the Director of Public Works or his designate and the Completion Certificate for Primary Services has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Primary Services.
- b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- c) Prior to the Director of Public Works approving the Completion Certificate for Primary Services, the documentation listed in Subsection 52(d) must be provided to the Director of Public Works in a single submission package.
- d) The Developer's Consulting Engineer shall provide to the Director of Public Works documents verifying that all primary services were installed and constructed in accordance with approved plans and specifications, including;
 - i) Certificate(s) stating that all watermains have been flushed, chlorinated and pressure tested in accordance with City standards;
 - ii) Certificate(s) stating that all watermain tracer wires have been tested and the new water distribution system can be traced;
 - iii) Certificate(s) stating that all fire hydrants servicing the development have been tested by a qualified hydrant testing agent;
 - iv) Copies of the hydrant test reports and fire flow test reports prepared by a qualified hydrant testing agent;

- v) Certificate(s) stating that all storm and sanitary sewers have been flushed after placement of base course asphalt as per OPSS.MUNI 411, low pressure air tested as per OPSS.MUNI 410 for pipes and ASTM C 1244 for maintenance holes, mandrel tested as per OPSS.MUNI 438, and inspected and videoed via closed-circuit television as per OPSS.MUNI 409;
 - vi) Copies of the storm and sanitary sewer inspection reports and supporting data and documentation;
 - vii) Certificate(s) stating that all utility services required to service the Plan of Subdivision are installed, constructed and energized or activated;
 - viii) Certificate (Overall Grading Certificate) stating that rough grading and major drainage works or swales have been completed in accordance with the Subdivision Grade Control Plan;
 - ix) The original Drawings showing each of the said works "As Constructed" in digital form in both AutoCAD 2018 format and Adobe PDF format; and
 - x) Plans (cards) showing the location and depth of each sanitary sewer lateral, storm sewer lateral and water service lateral constructed to service each of the lots.
- e) The Developer shall provide the Director of Public Works with:
- i) a Statutory Declaration from the Developer in a form satisfactory to the Director of Public Works setting out the Works completed and verifying:
 1. All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 2. All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
 3. That there are no outstanding debts, claims or liens in respect of such works.
 - f) Subject to Section 52d) hereof, upon receipt of the required documentation and the Director of Public Works' satisfaction that the installation and construction of all Primary Services has been completed in accordance with this Agreement and approved Plans, the Director of Public Works, shall date and approve the Completion Certificate of Primary Services.

53 Completion Certificate for Secondary Services

- a) Secondary Services installation will not be considered complete by the City until an inspection has been made by the Director of Public Works or his designate and the Completion Certificate for Secondary Services has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Secondary Services.
- b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- c) Prior to the Director of Public Works approving the Completion Certificate for Secondary Services, the documentation listed in Section 53d) must be provided to the Director of Public Works in a single submission.

- d) The Developer's Consulting Engineer shall provide to the Director of Public Works:
 - i) Certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications; and
 - ii) If required, the original Drawings showing each of the said works "As Constructed" in digital form in both AutoCAD 2018 and Adobe PDF format.
- e) The Developer shall provide the Director of Public Works with a Statutory Declaration from the Developer in a form satisfactory to the Director of Public Works setting out the Works completed and verifying:
 - i) All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 - ii) All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
 - iii) that there are no outstanding debts, claims or liens in respect of such works.
- f) Subject to Subsection 53 hereof, upon receipt of the required documentation and the Director of Public Works' satisfaction that the installation and construction of all Secondary Services has been completed in accordance with this Agreement and approved Plans, the Director of Public Works shall date and approve the Completion Certificate for Secondary Services.

54. Maintenance of the Subdivision

- a) The Developer shall be responsible for the general tidy appearance of the entire Lands until completion of all building, and carry out all weed cutting and maintenance on all unsold lands and all un-assumed roads to the satisfaction of the Director of Public Works.
- b) The Developer shall adequately maintain all roads, sidewalks and pedestrian walkways within the Plan of Subdivision free from mud, debris, building materials, and other obstructions, to the satisfaction of the Director of Public Works until Council passes an Assumption By-Law for Secondary Services.
- c) The Developer shall be responsible to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the City for municipal purposes.
- d) The Developer shall maintain the Works, and every part thereof, in perfect order and in complete repair for the duration of the Maintenance Warranty Period and shall repair in a permanent manner satisfactory to the Director of Public Works any and all damage or injury to the Works, both during construction and during the period of maintenance as aforesaid.
- e) Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the City, the Director of Public Works, at his sole option, after giving the Developer twelve (12) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Director of Public Works shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the City not reimbursed by the Developer forthwith may be collected by the City in like manner as municipal taxes as provided in *The Municipal*

Act and with the same priorities as taxes that are overdue and payable.

- f) The Developer's obligation to maintain the Works as aforesaid shall commence on the approval date of the Completion Certificate for the Works and extend for a minimum of two (2) years or until the Director of Public Works approves the Certificate of Final Acceptance for such Works whichever occurs last (this period is herein referred to as the "Maintenance Warranty Period").
- g) The Maintenance Warranty Period for Primary Services shall commence on the date the Director of Public Works approves the Completion Certificate for Primary Services.
- h) The Maintenance Warranty Period for Secondary Services shall commence on the date the Director of Public Works approves the Completion Certificate for Secondary Services.

55 Certificate of Final Acceptance

- a) Upon expiration of the two (2) year Maintenance Warranty Period for Primary Services or Secondary Services as the case may be, and upon receipt of written application by the Developer, the applicable Works will be inspected by the Director of Public Works, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the City and the Director of Public Works shall approve the Certificate of Final Acceptance prepared by the Developer's Consulting Engineer provided the requirements identified in Schedule "C" of the Certificate of Final Acceptance have been met.
- b) The Developer is required to submit a certificate from a registered Ontario Land Surveyor certifying he has found and/or replaced all standard iron bars (SIB's) shown on the registered Plan of Subdivision as of a date not earlier than seven days prior to the Director of Public Works approving the Certificate of Final Acceptance for Secondary Services.
- c) If upon inspection of the applicable Works all deficiencies have not been rectified to the complete satisfaction of the Director of Public Works the Maintenance Warranty Period shall be extended until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been approved by the Director of Public Works.
- d) The Director of Public Works may withhold approval of a Certificate of Final Acceptance for Primary or Secondary Services, if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations to inspect, repair, construct or maintain any of the Works pursuant to this Agreement and the approved Plans.

56 Assumption of Municipal Services

- a) The Developer hereby acknowledges that upon assumption by the City of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the City without payment therefor, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the City by Council passing:
 - i) an Assumption By-Law for Primary Services after the Director of Public Works approves the Certificate of Final Acceptance for Primary Services; and

- ii) an Assumption By-Law for Secondary Services after the Director of Public Works approves the Certificate of Final Acceptance for Secondary Services.
- b) The Assumption By-Law for Primary Services shall not include the following Primary Services:
 - i) the streets and roadways constructed by the Developer within the Plan of Subdivision; and
 - ii) the Utility Services other than the streetlights.
- c) The Assumption By-Law for Secondary Services shall include the following Primary/Secondary Services:
 - i) finished streets and roadways as constructed by the Developer within the Plan of Subdivision; and
 - ii) all Secondary Services constructed by the Developer in accordance with the approved Plans and this Agreement.

57 **Interpretation**

It is hereby agreed that in construing this Agreement the words “Developer” and the personal pronoun “he”, “it”, “his” or “him” relating thereto and used therewith, shall be read and construed as “Developer or Developers”, and “he”, “she”, “it” or “they”, “his”, “hers”, “its” or “their”, and “him”, “her”, “it” or “them” respectively, as the number and gender of the Party or Parties referred to in each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

IN WITNESS WHEREOF the Parties have hereunto caused their seals to be affixed and attested by their proper signing officers and the individual Parties have hereunto set their hands and seals, as of the date hereof.

**SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:**

1399908 ONTARIO LTD.

WITNESS

RAY KHANNA
I HAVE THE AUTHORITY TO BIND THE CORPORATION

WITNESS

MARIA MARINO

WITNESS

MARINA MARINO

WITNESS

MARIA CANTELM

**THE CORPORATION OF THE CITY OF PORT
COLBORNE, Per:**

WILLIAM C. STEELE, MAYOR

NICOLE RUBLI, ACTING CLERK

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE “A”
Description of Lands

Lots 1-45 inclusive Registered Plan 59M-195; and
Lots 20-23 inclusive and Lots 44-52 inclusive Plan 59M-193 in the City of Port Colborne,
Regional Municipality of Niagara.

SCHEDULE “B”

Lands Conveyed for Public Purposes

The Developer shall convey free and clear of all encumbrances and at their own expense, easements to the City, over, under and through the following:

Easements

Parts 5-6 inclusive for storm drainage purposes laid out on reference plan 59R-7459, prepared by William A. Mascoe Surveying Ltd., January 13, 1991.

Parts 1-5 inclusive for storm drainage purposes laid out on reference plan 59R-7461, prepared by William A. Mascoe Surveying Ltd., January 13, 1991.

Parts 1-6 inclusive for storm drainage purposes laid out on reference plan 59R-15883, prepared by Kirkup, Mascoe & Ure Surveying Ltd., June 22, 2017.

Parts 1, and 3 to 7 inclusive for storm drainage purposes laid out on reference plan 59R-16971, prepared by Kirkup, Mascoe & Ure Surveying Ltd., May 31, 2021.

Parts 1 and 2 inclusive for storm drainage purposes laid out on reference plan 59R-17228, prepared by Kirkup, Mascoe & Ure Surveying Ltd., February 14, 2022.

SCHEDULE “C”

Additional Site Conditions

1. The Developer agrees immediately after the registration of this Agreement, to deliver to the City executed transfers of easements and executed deeds of conveyance sufficient to vest in the City, or where applicable, in any other public authority or person, absolute title in fee simple, free and clear of all liens, charges, encumbrances and easements, the lands as set out in Schedule “B”.
2. The Developer agrees to provide the City with a copy of all documentation for installation of services, including drawings, spreadsheets and forms. This includes digital copies of all drawings in “.dwg”, “.pdf” and “.shp” formats, with the .pdf copy being full size, scalable and stamped, signed and dated by the Developer’s Consulting Engineer to the satisfaction of the Director of Public Works.

SCHEDULE “D”

Roads

The Developer shall clear, excavate and grade the full width of all road allowances within the subdivision, to the City’s standard road cross-section and to the grades approved by the Engineer. The Developer shall dispose of all brush, rubble and surplus material resulting from this operation in full compliance with all regulations. The Developer shall construct, as part of the primary services, the roadways identified in Appendix “A”.

SCHEDULE “E”

Sanitary Sewers

The Developer shall construct a sanitary sewer system or systems including all trunk sewer extensions necessary to service the proposed development. All sewers shall be installed in the locations and at the grades and elevations the Engineer may direct. Capacity shall be provided in the sanitary sewer system for all domestic wastes in accordance with City, Region, and the Ontario Ministry of the Environment, Conservation and Parks’s design criteria. The pipe sizes selected shall have sufficient capacity to serve the ultimate drainage area in which the subdivision is located and as designed by the Engineer. PVC sewer pipe shall be used for all local and minor collector sewers except where otherwise specified by the Engineer; a minimum pipe size for local sewers shall be 200 mm diameter. The City’s standard manholes of a type approved by the Engineer shall be poured or placed at a minimum spacing of 106 m.

Private Drain Connections

The Developer shall construct separate sanitary sewer connections (laterals) to serve each lot. Sanitary sewer laterals shall be a minimum 100 mm diameter PVC building sewer pipe with proper fittings as designed by City’s construction standards.

Only domestic waste from any building constructed on any lot shall be discharged into the sanitary sewer system through a drain connected to the sanitary sewer lateral servicing such lot.

Where there is a difference in elevation of the storm and sanitary sewer lateral, these shall be constructed in separate trenches and, in other cases, shall be constructed in accordance with the direction of the Engineer.

SCHEDULE “F”

Storm Sewers and Surface Drains

The Developer shall construct a storm sewer system and outlet or such extensions as necessary to provide a connection to existing trunk sewers where available. All sewers shall be installed in such locations, grades and depths as the Engineer may direct and such pipe sizes as are required to serve the subdivision lands and all or any portion of the ultimate drainage area the proposed development is located in. The storm sewer shall be designed to accommodate all roof water and surface run-off from roads and properties.

Concrete pipe of the gasket joint, or other approved type, shall be used, minimum pipe size for storm sewer shall be 300 mm diameter, except where otherwise specified by the Engineer.

Private Drain Connections

The Developer shall construct separate storm sewer connections (laterals) to serve each lot. Storm sewer laterals shall be a minimum 125 mm diameter PVC building sewer pipe with proper fittings as designated by City's construction standards.

The foundation drains shall be collected in a sump from which they will be pumped and discharged to the surface in such a manner that any water collected shall drain away from the foundation. In no case shall the foundation drains be connected to the sanitary sewer lateral. Sump pump connections may be made to the storm sewer lateral provided such connections are made at a point above the finished elevation of the ground adjacent the building.

Roof water from any building constructed on any lot shall be discharged directly to the ground through rain water leaders.

Where there is a difference in elevation of the storm and sanitary sewer lateral, these shall be constructed in separate trenches and, in other cases, shall be constructed in accordance with the direction of the Engineer.

SCHEDULE “G”

Watermains

The Developer shall construct a complete watermain system or systems, and all necessary appurtenances, including hydrants and house water service connections from the watermain to the street line. The design shall be approved by the City and constructed in accordance with its specifications. All watermains shall be sufficient size to service the subdivision, and the lands outside the subdivision, which will require the use of the subdivision's watermains as trunk or feeder mains.

The Developer shall be responsible for any damage caused to such watermains and appurtenances that may occur during construction of buildings on the lands and during the grading of same.

The Developer shall ensure that all service boxes located on the street line shall be adjusted to meet the finished boulevard elevation at the time of final grading of the boulevards and sodding.

The Developer agrees to obtain and comply with the necessary City watermain approvals to connect to the existing municipal water service.

The Developer will comply with the Provincial Watermain Disinfection Procedure and the most current version of the City of Port Colborne Watermain Commissioning Protocol at the date of construction.

SCHEDULE “H”

Sidewalks

The Developer shall construct and pay the cost of concrete sidewalks along the roads as shown hereunder. The said sidewalks are to be constructed to the satisfaction of the City and the specifications as required by the Engineer and shall be 1.5 m in width and 125 mm in thickness.

1. Along the north and south side of Meadowlark Drive
 - South side of Lots 44c-52c
 - North side of Lots 23c, 38s-43s
2. Along the east side of Hillcrest Road
 - West side of Lots 19s-38s
3. Along the north side of Parkside Drive
 - South side of Lot 20c

SCHEDULE “I”

Streetlights

The Developer shall construct and pay the cost of a streetlighting network on Meadowlark Drive, Hillcrest Road and Parkside Drive. The streetlights will be installed as per approved design by Canadian Niagara Power Company Inc., in accordance with all applicable City standards as per Appendix “A” Drawing Number SL-1 by RTG Systems Inc. The Developer will supply the City with 3 spare fixtures including but not limited to poles, arms, luminaires and mounting hardware for replacement inventory.

The Developer shall install the most recent City approved fixtures.

SCHEDULE “J”
Subdivision Deposit

NAME OF SUBDIVISION: Meadow Heights Phase II – **Stage 2**
OWNER: 1399908 ONTARIO LTD.

CONSTRUCTION COST YEAR: **2022**

	<u>Cost of Works</u>	<u>Letter of Credit</u>	<u>Cash Deposit</u>
2. <u>Primary Services (on-site)</u> (Security for Construction Lien Act)	\$1,715,113.80	\$171,511.38	
3. <u>Secondary Services</u> <u>(120% Deposit)</u>	\$367,246.25	\$440,695.50	
4. <u>Inspection Charges</u>	3% of Cost of Works	N/A	\$62,470.80
		\$612,206.88	\$62,470.80

10. Details of Letters of Credit and Cash Deposit

Remittance of cash deposit of \$62,470.80 should be made payable to The Corporation of the City of Port Colborne and the Letters of Credit should be drawn as follows:

City of Port Colborne (Primary Services)	\$171,511.38
City of Port Colborne (Secondary Services)	\$440,695.50

11. Details of Deeds Required

Plans 59M-193 and 59M-195.

NOTE: A signed Inhibiting Order must accompany this subdivision agreement. Further confirmation of the partial discharge of any mortgage or other encumbrance affecting the lands being conveyed to the City or Region must be provided to the City or Region.

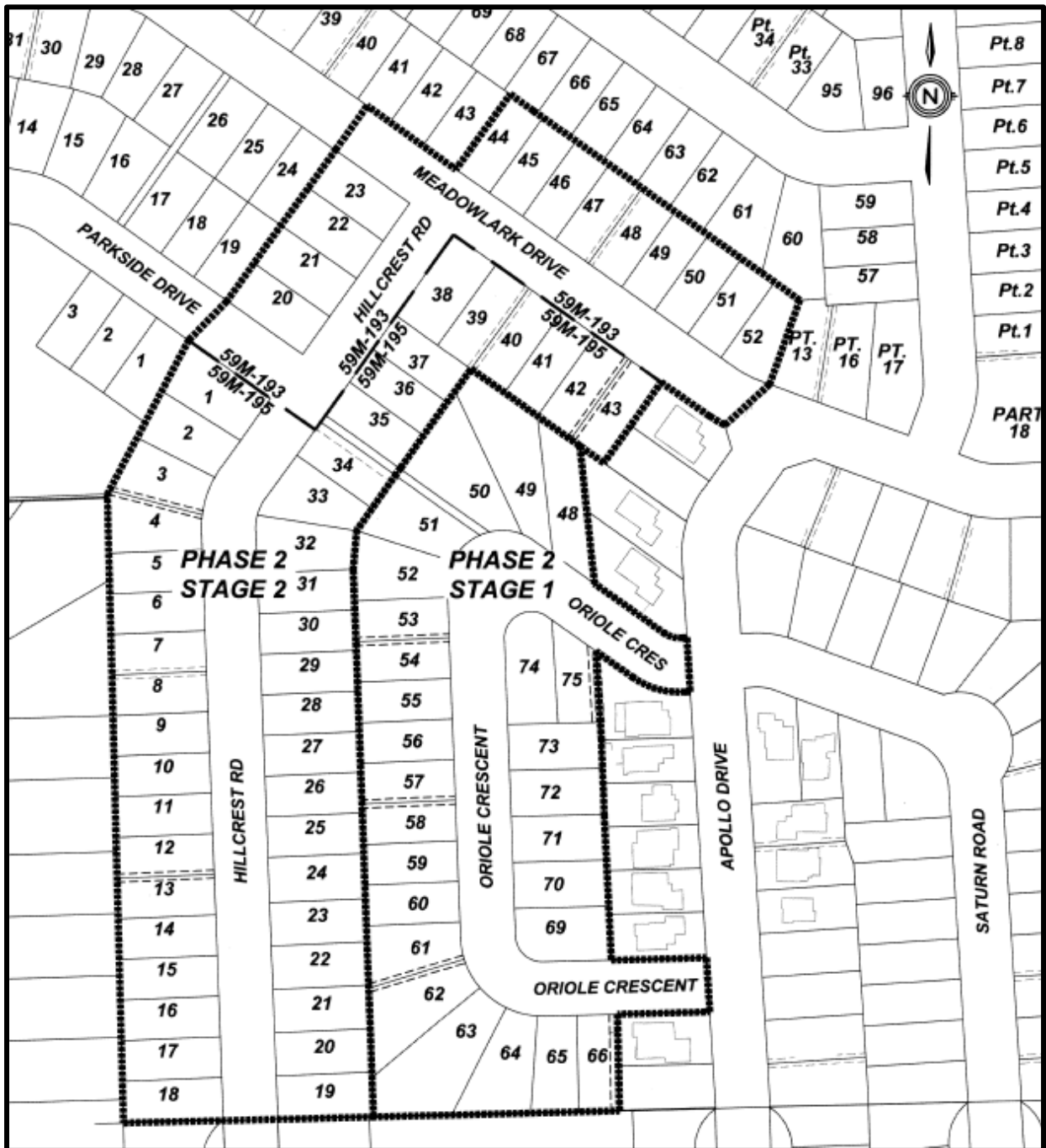
12. Details of Easements Required

Parts 5-6 on Plan 59R-7459, Parts 1-5 on Plan 59R-7461, Parts 1 to 6 on Plan 59R-15883, Parts 1 and 3 to 7 on Plan 59R-16971 and Parts 1 and 2 on Plan 59R-17228 inclusive for storm drainage purposes (to City)

NOTE: Should any of the following land be encumbered with mortgages etc. the mortgagees must consent to the documents.

SCHEDULE "K"

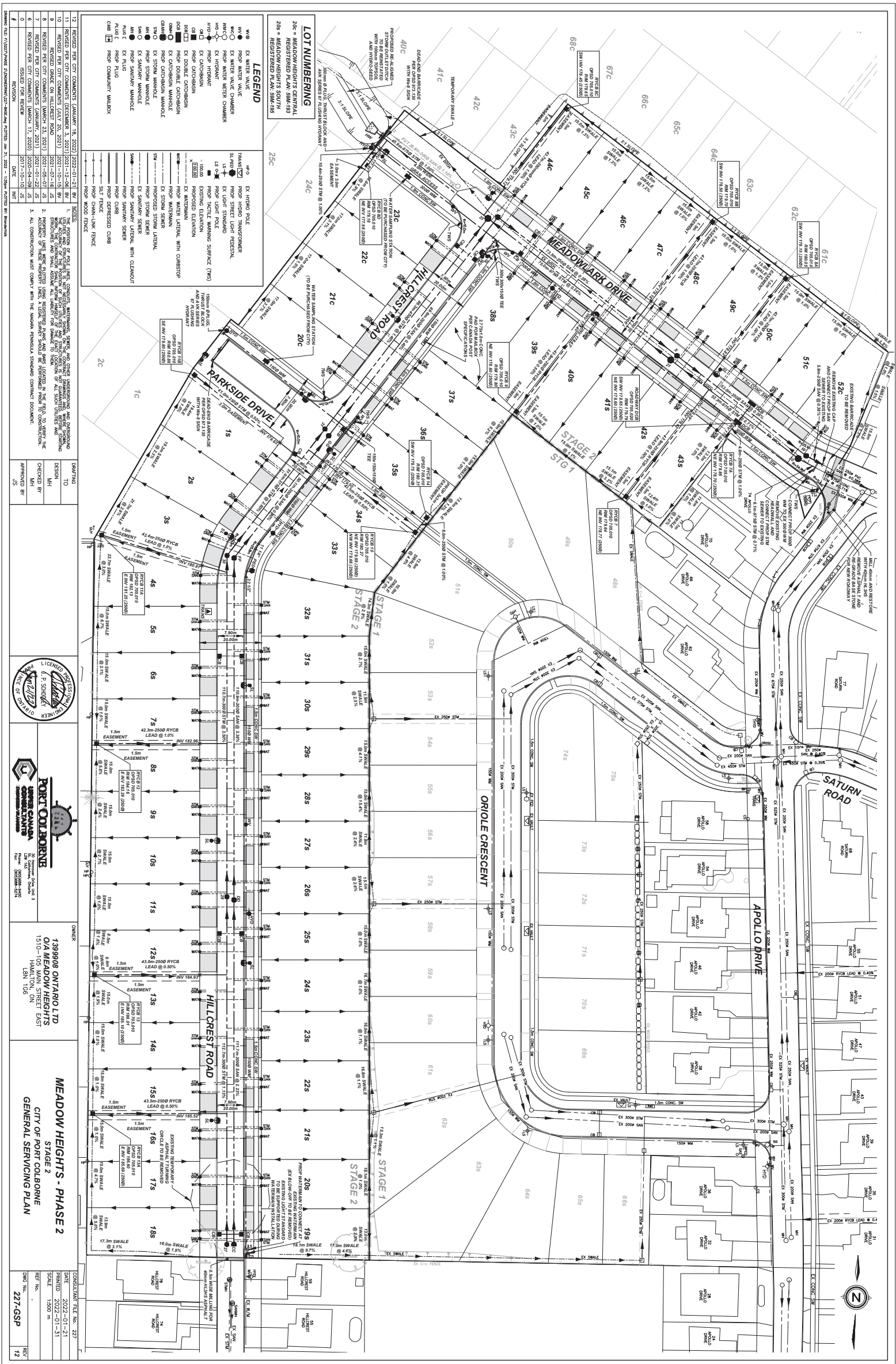
Subdivision Phase 2, Stage 2

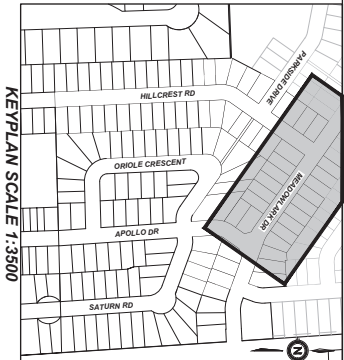


APPENDIX “A”

Plans, Profiles and Specifications

1. General Servicing Plan, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-GSP.
2. Plan & Profile – Meadowlark Drive from STA 0+220 to 0+420, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-PP3.
3. Plan & Profile – Hillcrest & Parkside Drive from STA 0+000 to 0+200, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-PP4.
4. Plan & Profile – Hillcrest Drive from STA 0+200 to 0+380, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-PP5.
5. Grading Plan, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-GP.
6. Streetscaping Plan, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-SS.
7. General Notes and Details, prepared by Upper Canada Consultants, dated January 21, 2022, Drawing Number 227-GND.
8. Streetlight Design, prepared by RTG Systems Inc., dated August 9, 2021, Drawing Number SL-1.
9. Registered Plan 59M-195, prepared by William A. Mascoe Surveying Ltd., dated September 25, 1990.
10. Registered Plan 59M-193, prepared by William A. Mascoe Surveying Ltd., dated September 25, 1990.
11. Registered Plan 59R-7459, prepared by William A. Mascoe Surveying Ltd., January 13, 1991.
12. Registered Plan 59R-7461, prepared by William A. Mascoe Surveying Ltd., January 13, 1991.
13. Registered Plan 59R-15883, prepared by Kirkup, Mascoe and Ure Surveying Ltd., dated June 22, 2017.
14. Registered Plan 59R-16971, prepared by Kirkup, Mascoe and Ure Surveying Ltd., dated April 22, 2021.
15. Registered Plan 59R-17228, prepared by Kirkup, Mascoe and Ure Surveying Ltd., dated February 14, 2022.





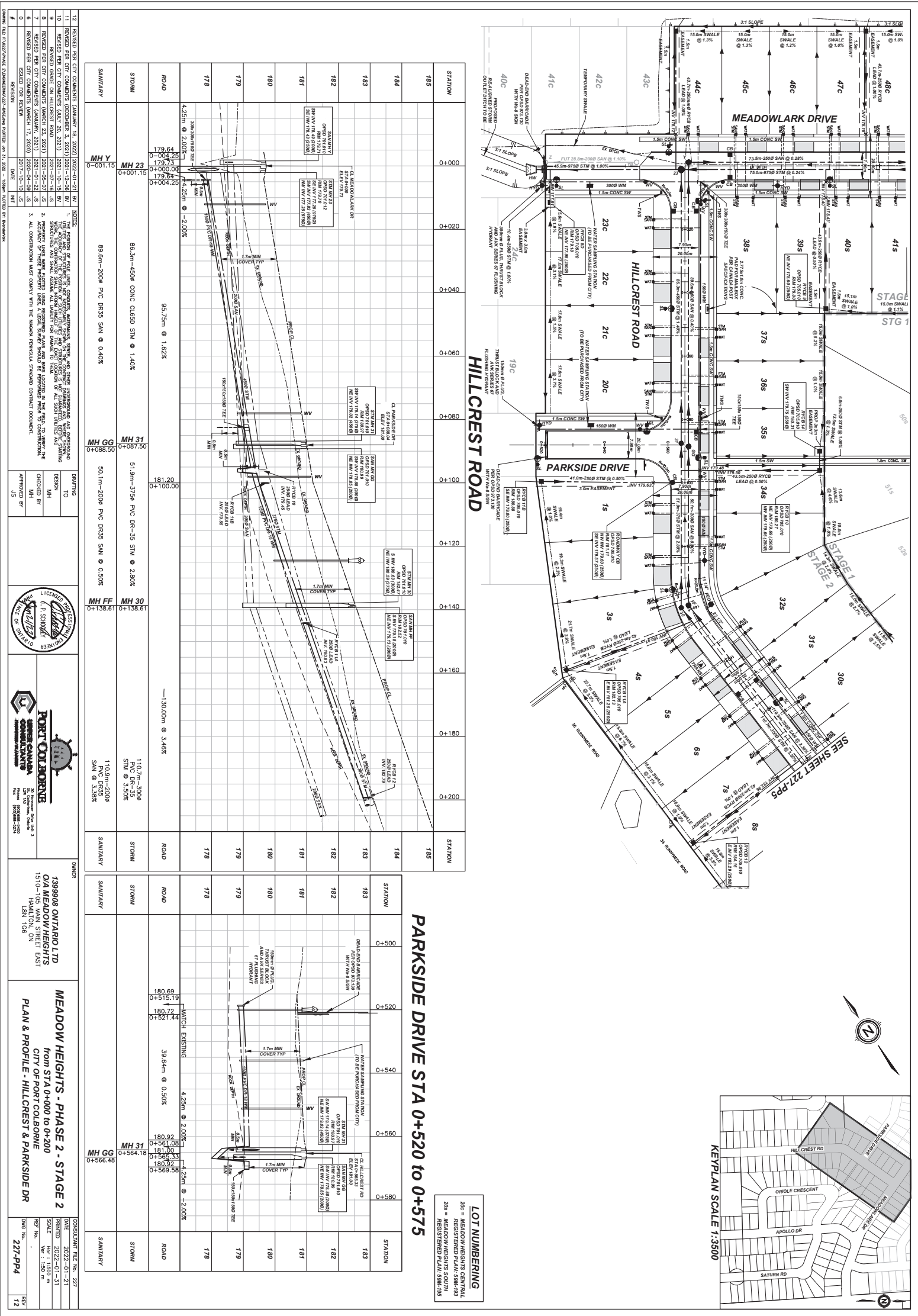
LOT NUMBERING

20c = MEADOW HEIGHTS CENTRAL
REGISTERED PLAN: 59M-193

20s = MEADOW HEIGHTS SOUTH
REGISTERED PLAN: 59M-195

MEADOW HEIGHTS - PHASE 2 - STAGE 2
 from STA 0+220 to 0+420
 CITY OF PORT COLBORNE
PLAN & PROFILE - MEADOWLARK DRIVE

CONSULTANT FILE NO. 227	DATE 2022-01-21	PRINTED 2022-01-31	SCALE 1"= 150.00'	REF NO. 1550.00	DWG No. 2022-002	REV.
-------------------------	-----------------	--------------------	-------------------	-----------------	------------------	------





LOT NUMBERING

20c = MEADOW HEIGHTS CENTRAL
REGISTERED PLAN: 58M-193

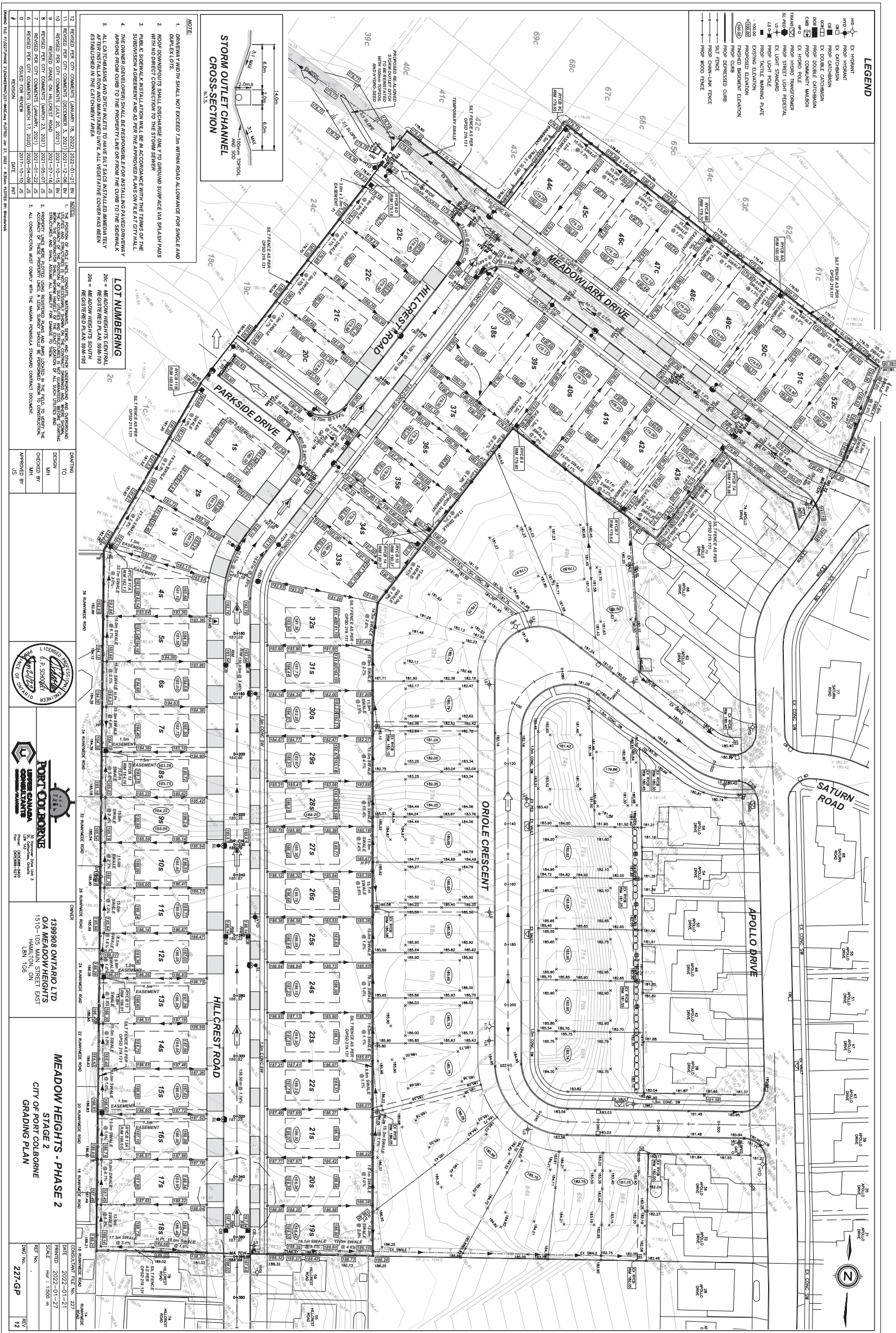
20s = MEADOW HEIGHTS SOUTH
REGISTERED PLAN: 58M-195

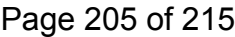
DRAFTING
TO
DESIGN
MH
CHECKED BY
MH
APPROVED BY
JS



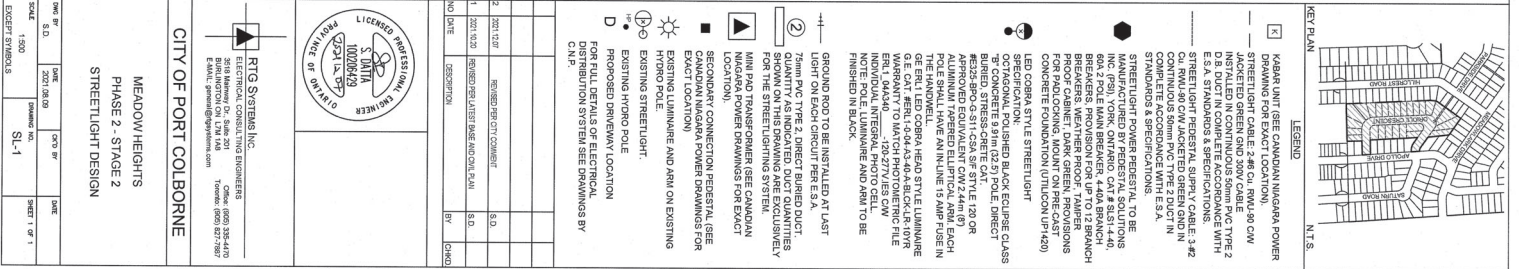
MEADOW HEIGHTS - PHASE 2 - STA
from STA 0+200 to 0+380
CITY OF PORT COLBORNE
PLAN & PROFILE - HILLCREST DRIVE

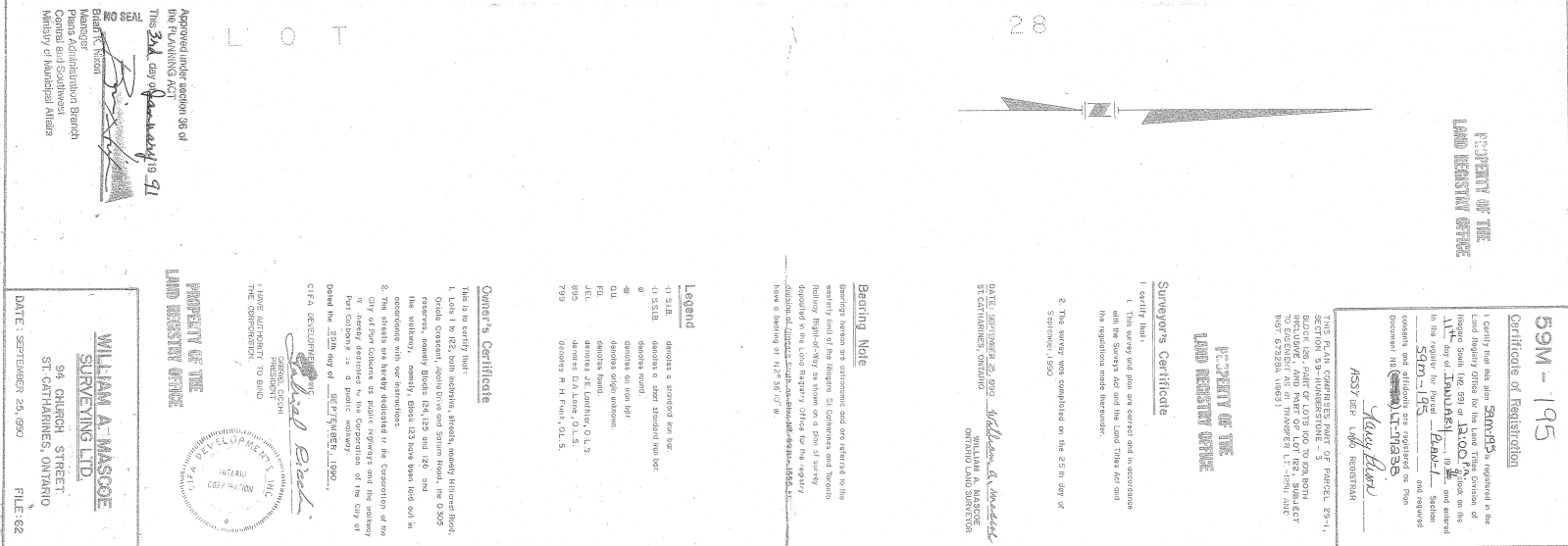
CONSULTANT FILE No.	227
DATE	2022-01-21
PRINTED	2022-01-27
SCALE	Hor : 1:500 m Ver : 1:50 m
REF No.	
DWG No.	227-PP5
REV	12





[illegible]





MEADOW HEIGHTS CENTRAL

BEING A SUBDIVISION OF
PART OF LOTS 29 AND 30
CONCESSION 3
FORMERLY IN THE TOWNSHIP OF HUMBERSTONE
COUNTY OF WELLAND
NOW IN THE CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

WILLIAM A. MASCOE
ONTARIO LAND SURVEYOR

1990

SCALE 1:1000

REMAINDER OF INST. NO. 14815 (1943)
PART 1 PLAN 59M-1934

PART 2, PLAN 59R-1555, SUBJECT TO
PROVINCIAL GAS CO. LTD. EASEMENT
(INST. NO. 76794A & 76794B (1982))

INST. NO. 8313 (1910)
WAY

RIGHT OF WAY

ST. CATHARINES

INST. NO. 14815 (1943)

PART 3 PLAN 59R-1555

FLM STREET (ROAD ALLOWANCE BETWEEN LOTS 28 AND 29)

LOT 28

LOT 29

LOT 30

LOT 31

LOT 32

LOT 33

LOT 34

LOT 35

LOT 36

LOT 37

LOT 38

LOT 39

LOT 40

LOT 41

LOT 42

LOT 43

LOT 44

LOT 45

LOT 46

LOT 47

LOT 48

LOT 49

LOT 50

LOT 51

LOT 52

LOT 53

LOT 54

LOT 55

LOT 56

LOT 57

LOT 58

LOT 59

LOT 60

LOT 61

LOT 62

LOT 63

LOT 64

LOT 65

LOT 66

LOT 67

LOT 68

LOT 69

LOT 70

LOT 71

LOT 72

LOT 73

LOT 74

LOT 75

LOT 76

LOT 77

LOT 78

LOT 79

LOT 80

LOT 81

LOT 82

LOT 83

LOT 84

LOT 85

LOT 86

LOT 87

LOT 88

LOT 89

LOT 90

LOT 91

LOT 92

LOT 93

LOT 94

LOT 95

LOT 96

LOT 97

LOT 98

LOT 99

LOT 100

LOT 101

LOT 102

LOT 103

LOT 104

LOT 105

LOT 106

LOT 107

LOT 108

LOT 109

LOT 110

LOT 111

LOT 112

LOT 113

LOT 114

LOT 115

LOT 116

LOT 117

LOT 118

LOT 119

LOT 120

LOT 121

LOT 122

LOT 123

LOT 124

LOT 125

LOT 126

LOT 127

LOT 128

LOT 129

LOT 130

LOT 131

LOT 132

LOT 133

LOT 134

LOT 135

LOT 136

LOT 137

LOT 138

LOT 139

LOT 140

LOT 141

LOT 142

LOT 143

LOT 144

LOT 145

LOT 146

LOT 147

LOT 148

LOT 149

LOT 150

LOT 151

LOT 152

LOT 153

LOT 154

LOT 155

LOT 156

LOT 157

LOT 158

LOT 159

LOT 160

LOT 161

LOT 162

LOT 163

LOT 164

LOT 165

LOT 166

LOT 167

LOT 168

LOT 169

LOT 170

LOT 171

LOT 172

LOT 173

LOT 174

LOT 175

LOT 176

LOT 177

LOT 178

LOT 179

LOT 180

LOT 181

LOT 182

LOT 183

LOT 184

LOT 185

LOT 186

LOT 187

LOT 188

LOT 189

LOT 190

LOT 191

LOT 192

LOT 193

LOT 194

LOT 195

LOT 196

LOT 197

LOT 198

LOT 199

LOT 200

LOT 201

LOT 202

LOT 203

LOT 204

LOT 205

LOT 206

LOT 207

LOT 208

LOT 209

LOT 210

LOT 211

LOT 212

LOT 213

LOT 214

LOT 215

LOT 216

LOT 217

LOT 218

LOT 219

LOT 220

LOT 221

LOT 222

LOT 223

LOT 224

LOT 225

LOT 226

LOT 227

LOT 228

LOT 229

LOT 230

LOT 231

LOT 232

LOT 233

LOT 234

LOT 235

LOT 236

LOT 237

LOT 238

LOT 239

LOT 240

LOT 241

LOT 242

LOT 243

LOT 244

LOT 245

LOT 246

LOT 247

LOT 248

LOT 249

LOT 250

LOT 251

LOT 252

LOT 253

LOT 254

LOT 255

LOT 256

LOT 257

LOT 258

LOT 259

LOT 260

LOT 261

LOT 262

LOT 263

LOT 264

LOT 265

LOT 266

LOT 267

LOT 268

LOT 269

LOT 270

LOT 271

LOT 272

LOT 273

LOT 274

LOT 275

LOT 276

LOT 277

LOT 278

LOT 279

LOT 280

LOT 281

LOT 282

LOT 283

LOT 284

LOT 285

LOT 286

LOT 287

LOT 288

LOT 289

LOT 290

LOT 291

LOT 292

LOT 293

LOT 294

LOT 295

LOT 296

LOT 297

LOT 298

LOT 299

LOT 300

LOT 301

LOT 302

LOT 303

LOT 304

LOT 305

LOT 306

LOT 307

LOT 308

LOT 309

LOT 310

LOT 311

LOT 312

LOT 313

LOT 314

LOT 315

LOT 316

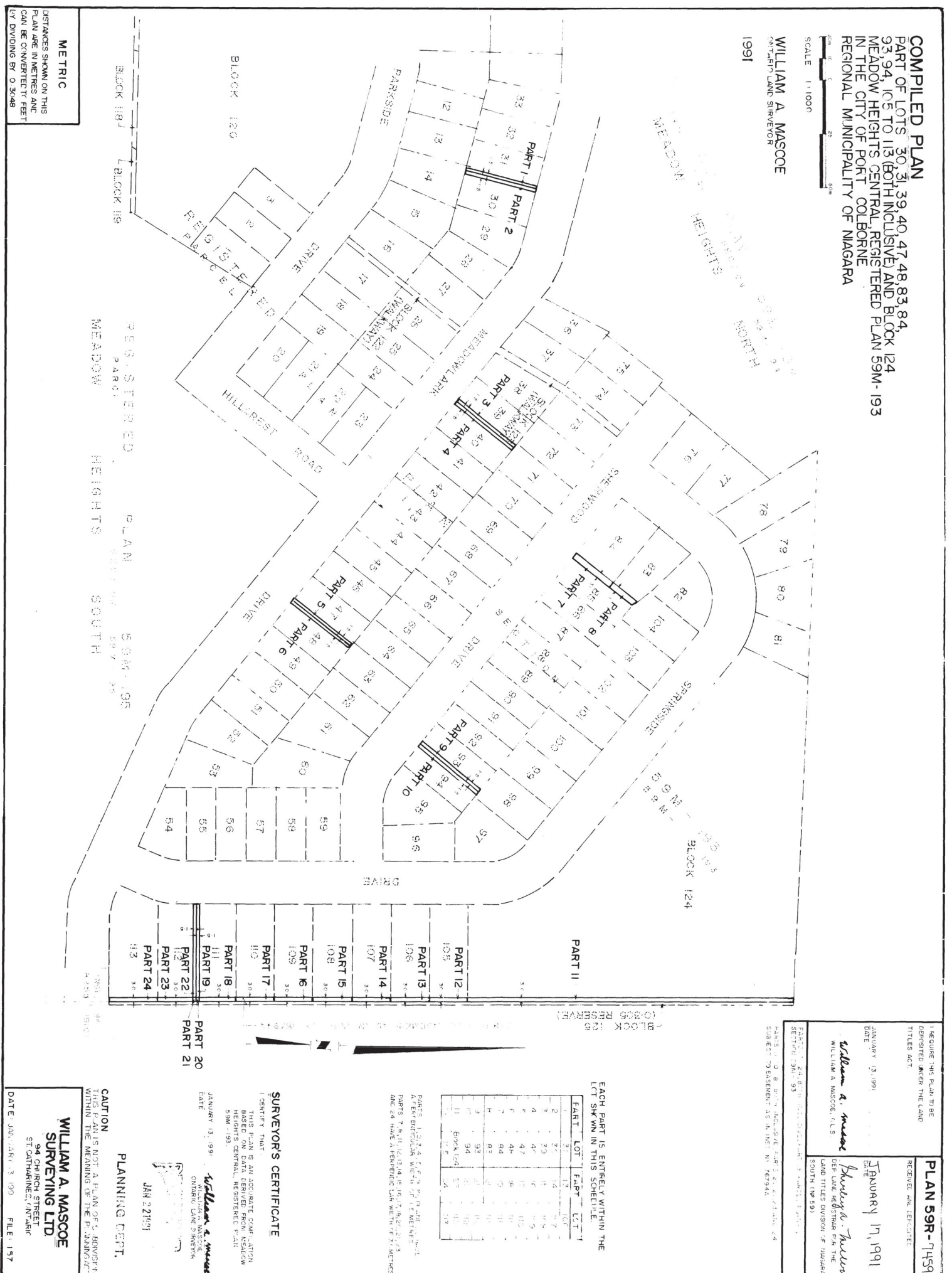
LOT 317

LOT 318

LOT 319

LOT 320

LOT 321

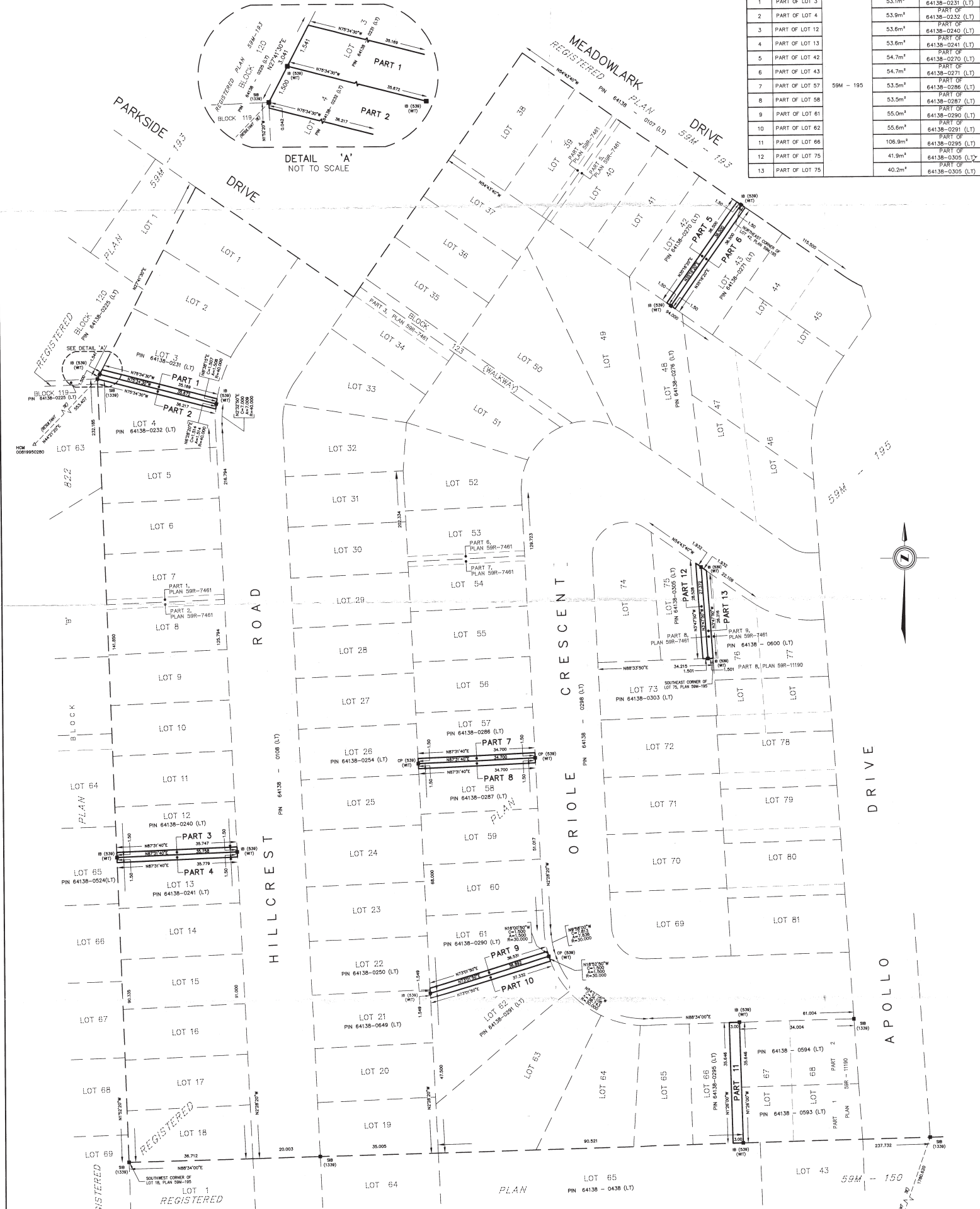


[illegible]

PLAN OF SURVEY OF
PART OF LOTS 3, 4, 12, 13, 42, 43, 57, 58, 61, 62, 66 AND 75
REGISTERED PLAN 59M-195
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1 : 500
KIRKUP MASCOE URE SURVEYING LTD.
ONTARIO LAND SURVEYORS

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT			PLAN 59R-15883	
DATE <u>JUNE 12, 2017</u>			RECEIVED AND DEPOSITED DATE <u>June 22, 2017</u>	
<i>William A Mascoe</i> WILLIAM A. MASCOE ONTARIO LAND SURVEYOR			<i>Amanda M Asplund</i> REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF NIAGARA SOUTH (No. 59)	
SCHEDULE				
PART	LOT	PLAN	AREA	PIN
1	PART OF LOT 3	59M - 195	53.1m ²	PART OF 64138-0231 (LT)
2	PART OF LOT 4		53.9m ²	PART OF 64138-0232 (LT)
3	PART OF LOT 12		53.6m ²	PART OF 64138-0240 (LT)
4	PART OF LOT 13		53.6m ²	PART OF 64138-0241 (LT)
5	PART OF LOT 42		54.7m ²	PART OF 64138-0270 (LT)
6	PART OF LOT 43		54.7m ²	PART OF 64138-0271 (LT)
7	PART OF LOT 57		53.5m ²	PART OF 64138-0286 (LT)
8	PART OF LOT 58		53.5m ²	PART OF 64138-0287 (LT)
9	PART OF LOT 61		55.0m ²	PART OF 64138-0290 (LT)
10	PART OF LOT 62		55.6m ²	PART OF 64138-0291 (LT)
11	PART OF LOT 66		106.9m ²	PART OF 64138-0295 (LT)
12	PART OF LOT 75		41.9m ²	PART OF 64138-0305 (LT)
13	PART OF LOT 75		40.2m ²	PART OF 64138-0305 (LT)



INTEGRATION DATA

BEARINGS HEREON ARE GRID, UTM ZONE 17, (NAD 83-CHRS (EPOCH 2010)), DERIVED FROM HORIZONTAL CONTROL MONUMENTS 00819950280 AND 00819950316.
COORDINATES ARE UTM ZONE 17, (NAD 83-CHRS (2010 EPOCH)), TO URBAN ACCURACY PER SEC. 14 (2) OF O.R.S. 216/70 AND CANNOT, IN THEMSELVES BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999825

CO-ORDINATES

HCM	NORTHING	EASTING
00819950280	4752429.892	641607.567
00819950316	4750920.366	641647.785

LEGEND

- DENOTES
- SIB SURVEY MONUMENT FOUND
- CH SURVEY MONUMENT PLANTED
- IB STANDARD IRON BAR
- OP CONCRETE MONUMENT
- RIB ROUND IRON BAR
- CP CONCRETE PIN
- meas./m. MEASURED
- N.S.E.W. NORTH, SOUTH, EAST, WEST
- (OU) ORIGIN UNKNOWN
- WITNESS MONUMENT PROPERTY IDENTIFIER NUMBER
- P1 PLAN 59M-195
- P2 PLAN 59M-195
- P3 PLAN 59M-195
- P4 PLAN 59M-195
- P5 PLAN 59M-195
- P6 PLAN 59M-195
- (539) D. G. URE, O.L.S.
- (1339) WILLIAM A. MASCOE, O.L.S.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON JUNE 12, 2017.
DATE: JUNE 12, 2017
WILLIAM A. MASCOE
ONTARIO LAND SURVEYOR

KIRKUP MASCOE URE SURVEYING LTD.

49 EASTCHESTER AVENUE, ST. CATHARINES, ONTARIO L2P-2Y6
TELEPHONE (905) 685-5931, FAX (905) 641-4424
E-MAIL: info@kirkupmascoeure.com
www.kirkupmascoeure.com

JOB No.: 2017-0110

DWG FILE: 17-0110-1trplan

ROTATION NOTE - P1

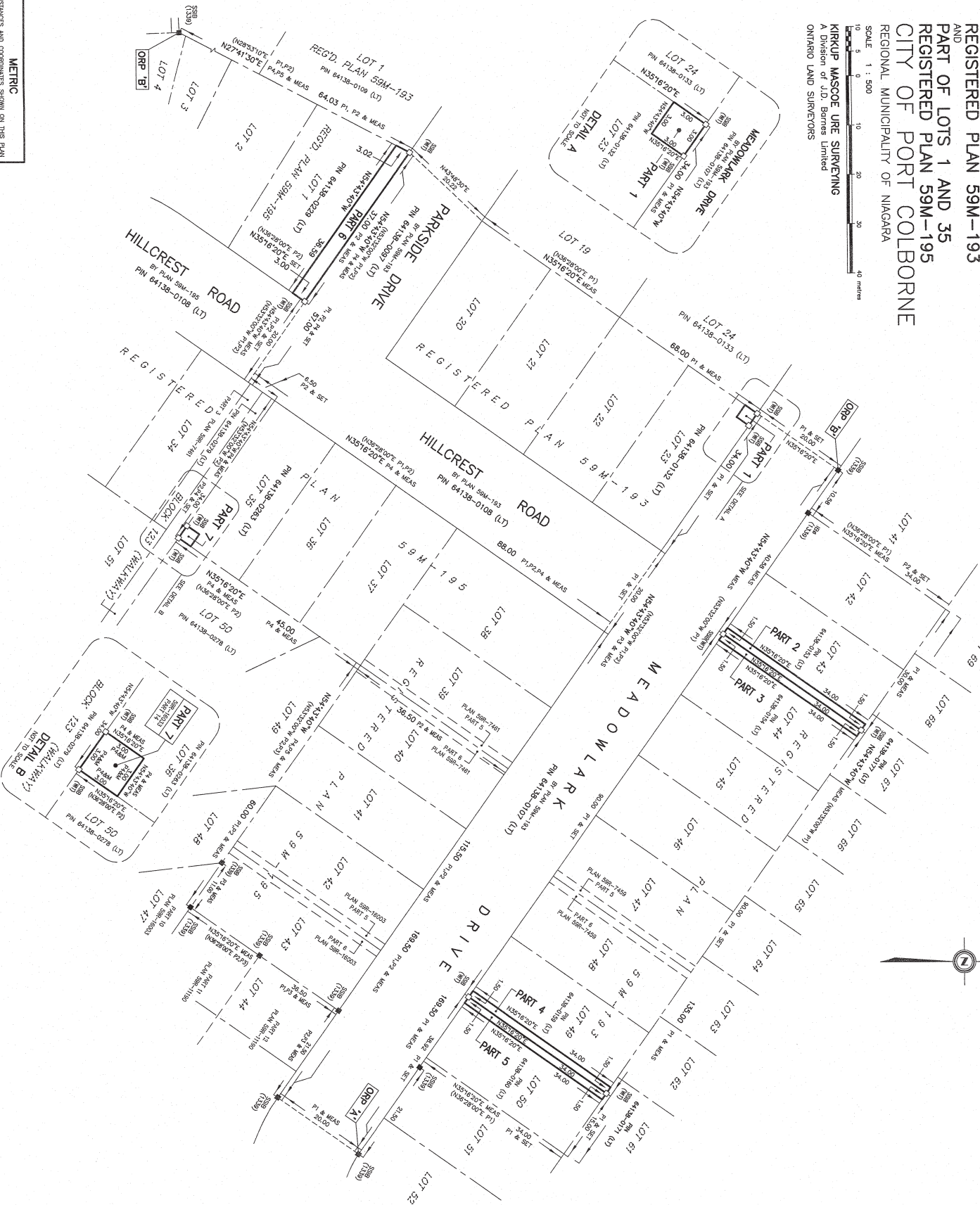
BEARINGS ON THIS PLAN ARE GRID. BEARINGS SHOWN ON P1 ARE ASTRONOMIC AND CAN BE CONVERTED TO GRID BY ROTATING COUNTER-CLOCKWISE 111°40'

METRIC

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

PLAN OF SURVEY OF
PART OF LOTS 23, 43, 44, 49 AND 50
AND
REGISTERED PLAN 59M-193
PART OF LOTS 1 AND 35
REGISTERED PLAN 59M-195
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1 : 500
KIRKUP MASCOE URE SURVEYING
A Division of J.D. Barnes Limited
ONTARIO LAND SURVEYORS



I REQUIRE THIS PLAN
TO BE DEPOSITED UNDER
THE LAND TITLES ACT
DATE APRIL 22, 2021

[Signature]
R. S. KIRKUP
ONARIO LAND SURVEYOR

PLAN 59R-16971
RECEIVED AND DEPOSITED
DATE May 31, 2021
REPRESENTATIVE FOR THE LAND
REGISTRAR FOR THE LAND TITLES
DIVISION OF NIAGARA SOUTH
(No. 59)

SCHEDULE

PART	LOT	REG'D. PLAN	PIN
1	PART OF LOT 23		64138-0133 (LT)
2	PART OF LOT 43		64138-0135 (LT)
3	PART OF LOT 44	59M-193	64138-0134 (LT)
4	PART OF LOT 49		64138-0160 (LT)
5	PART OF LOT 50		64138-0160 (LT)
6	PART OF LOT 1	59M-195	64138-0160 (LT)
7	PART OF LOT 35		64138-0160 (LT)

INTEGRATION DATA

BEARINGS HEREON ARE GRID, UTM ZONE 17, (NAD 83-CRS82 (EPOCH 2010)).
DISTANCES HEREON ARE GRID, UTM ZONE 17, (NAD 83-CRS82 (EPOCH 2010)).
THE SURVEY REFERENCE POINTS (ORPS) USING THE CAN-MET VHS
NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN
OF UTM ZONE 17 (81° WEST LONGITUDE).
COORDINATES ARE UTM ZONE 17, (NAD 83-CRS82 (EPOCH 2010)). TO URBAN
ACCURACY PER SEC. 14 (2) OF O.R.E.G. 216/10 AND CANNOT, IN THEMSELVES
BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.
DISTANCES ARE GRID AND CAN BE CONVERTED TO GRID BY
MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999825

CO-ORDINATES

POINT ID	NORTHING	EASTING
ORP 'A'	4792870.74	642227.32
ORP 'B'	4792825.50	641994.41

LEGEND

- SURVEY MONUMENT FOUND
- SURVEY MONUMENT LOST
- STANDARD IRON BAR
- SHORT STANDARD IRON BAR
- IRON CROSS
- IRON PIPE
- NORTH, SOUTH, EAST, WEST
- N.S.E.W.
- UTM ZONE 17
- ORIGIN UNKNOWN
- WITNESS MONUMENT
- OBSERVED REFERENCE POINT
- D. Q. URE, O.L.S.
- M. A. MASCOE, O.L.S.
- REGISTERED PLAN 59M-193
- PLAN 59R-1190
- PLAN 59R-1883
- P1
- P2
- P3
- P4
- P5

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT THE SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT AND THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON APRIL 21, 2021

DATE : APRIL 22, 2021

[Signature]
R. S. KIRKUP
ONARIO LAND SURVEYOR



Kirkup Mascoe Ure Surveying
A Division of J.D. Barnes Limited
SURVEYING
MARKING
GIS

49 EASTCHESTER AVE., ST. CATHARINES, ON L2R 2T6
T: (905) 641-1107 F: (905) 641-4424 www.jdbarnes.com

DRAWN BY:	CHECKED BY:	RISK	REFERENCE NO.:
GP			17-48-110-00-1719n
PLOTTED:	DATE:	DATE:	
APRIL 22, 2021		APRIL 22, 2021	

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 May 24 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 May 24, 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 24th day of May, 2022.

William C. Steele
Mayor

Nicole Rubli
Acting City Clerk