

## City of Port Colborne Council Meeting Agenda

**Date:** Tuesday, March 14, 2023  
**Time:** 6:30 pm  
**Location:** Council Chambers, 3rd Floor, City Hall  
 66 Charlotte Street, Port Colborne

	<b>Pages</b>
1. Call to Order	
2. National Anthem	
3. Land Acknowledgment	
4. Proclamations	
4.1 March is Kidney Health Month	1
5. Adoption of Agenda	
6. Disclosures of Interest	
7. Approval of Minutes	
7.1 Regular Meeting of Council-February 28, 2023	5
8. Staff Reports	
8.1 2023 Drinking Water Operational Plan, 2023-44	18
8.2 Port Colborne Distribution System 2022 Annual Summary Report, 2023-43	49
8.3 Investing in Canada Infrastructure Program: Green Stream – Transfer Payment Agreement, 2023-38	132
8.4 H.H. Knoll Lakeview Park Pedestrian Bridge, 2023-47	193
9. Correspondence Items	

9.1	Niagara Region - Motion Respecting Declarations of Emergency for Homelessness, Mental Health and Opioid Addiction	196
9.2	Niagara Region - Climate Change Projections	200
9.3	Town of Grimsby - Barriers for Women in Politics	213
9.4	Town of Grimsby - Changes to the Municipal Heritage Properties Register	215
9.5	Township of Moonbeam - Moratorium on Most Pupil Accommodation	218
9.6	Municipality of Trent Lakes - Oath of Office	220
9.7	Niagara Peninsula Conservation Authority - NPCA 2023 Board of Directors Meeting Schedule	222
9.8	Ministry of Natural Resources and Forestry - Proposed amendments to O. Reg. 161/17 under the Public Lands Act regarding floating accommodations and other changes	226

## **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](http://www.portcolborne.ca/delegation), email [deputyclerk@portcolborne.ca](mailto:deputyclerk@portcolborne.ca) or phone 905-835-2900, ext. 115.

## **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	Environmental Advisory Committee Minutes - January 11, 2023	228
19.2	Downtown Business Improvement Area - AGM Minutes - January 17, 2022	266
<b>20.</b>	<b>By-laws</b>	
20.1	By-law to Authorize Entering into an Agreement with the Province of Ontario for the Investing in Canada Infrastructure Program (ICIP): Green Stream	268
20.2	By-law to Appoint an Acting Chief Building Official and Building Inspector	325
20.3	By-law to Appoint a Building Inspector - Jacob Roy	326
20.4	By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne	
<b>21.</b>	<b>Procedural Motions</b>	
<b>22.</b>	<b>Information items</b>	
<b>23.</b>	<b>Adjournment</b>	

**From:** Niagara Region Website <[webmaster@niagararegion.ca](mailto:webmaster@niagararegion.ca)>  
**Sent:** February 28, 2023 12:16 PM  
**To:** [bill.steele@niagararegion.ca](mailto:bill.steele@niagararegion.ca)  
**Subject:** Online Form - Enquiry from Region website

## Enquiry from Region website

name

Deanna Kulczycky

email

[deanna.kulczycky@kidney.ca](mailto:deanna.kulczycky@kidney.ca)

municipality

Port Colborne

subject

Kidney Health Month

comments

Dear Bill Steele, I am reaching out to you from The Kidney Foundation of Canada. March is Kidney Health Month.

This is an important time of year to highlight the impact of kidney disease and raise awareness of kidney health in communities across the country. People living with kidney disease fight a lifelong battle, and The Kidney Foundation's mission is to support those affected every step of the way – from diagnosis to treatment – with trusted educational resources and peer support programs.

This March, we have an awareness and fundraising campaign where we are inviting Canadians to #MakeYourMark on kidney disease by sharing our campaign on social media and by making their donation to our campaign page at [www.kidneyontario.ca](http://www.kidneyontario.ca).

As a leader in our community, you can help us to amplify the message of this campaign and encourage people to become more aware about the importance of kidney health.

I am inviting you to share this campaign page with your constituents using your social media accounts. Please use the hashtags #MakeYourMark and #KidneyHealthMonth. Thank you for helping to support this important initiative.

Page Referrer

<https://www.niagararegion.ca/government/council/profiles/profile.aspx?f=Bill&l=Steele>





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This Kidney Health Month,  
**#MAKEYOURMARK**  
on kidney disease  
[www.kidneyontario.ca](http://www.kidneyontario.ca)



## Join the movement this Kidney Health Month

Kidney disease impacts the lives of millions of Canadians.  
It could be you, a loved one, a friend or colleague.

### Take Action to Make Your Mark on Kidney Disease

- Make your Kidney Health Month donation at [www.kidneyontario.ca](http://www.kidneyontario.ca)
- Share your connection to kidney disease online using the hashtags **#MakeYourMark** and **#KidneyHealthMonth**

Thank you to our sponsors:



@KidneyOntario

1 800 387 4474



March 14, 2023

Moved by Councillor  
Seconded by Councillor

**WHEREAS** March 9<sup>th</sup> is World Kidney Day and it is an important time of year to highlight the impact of kidney disease and raise awareness of kidney health in communities across the country; and

**WHEREAS** People living with kidney disease fight a lifelong battle, and The Kidney Foundation's mission is to support those affected every step of the way, from diagnosis to treatment with trusted educational resources and peer support programs; and

**NOW THEREFORE** I, Mayor William C. Steele, do hereby proclaim the month of March, 2023 as "**Kidney Health Month**" in the City of Port Colborne. We are inviting the people of Port Colborne to #MakeYourMark on Kidney Disease.

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William C. Steele  
Mayor

## **City of Port Colborne**

### **Council Meeting Minutes**

**Date:** Tuesday, February 28, 2023  
**Time:** 6:30 pm  
**Location:** Council Chambers, 3rd Floor, City Hall  
66 Charlotte Street, Port Colborne

**Members Present:** M. Aquilina, Councillor  
M. Bagu, Councillor  
E. Beauregard, Councillor  
R. Bodner, Councillor  
G. Bruno, Councillor  
F. Danch, Councillor  
D. Elliott, Councillor  
T. Hoyle, Councillor  
W. Steele, Mayor (presiding officer)

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

**1. Call to Order**

Mayor Steele called the meeting to order at 6:31 p.m.

**2. National Anthem**

**3. Land Acknowledgment**

**4. Proclamations**

**5. Adoption of Agenda**

Moved by Councillor R. Bodner  
Seconded by Councillor T. Hoyle

That the agenda dated February 28, 2023 be confirmed, as amended.

Carried

**6. Disclosures of Interest**

**7. Approval of Minutes**

**7.1 Regular Meeting of Council-February 14, 2023**

Moved by Councillor F. Danch

Seconded by Councillor D. Elliott

That the minutes of the regular meeting of Council, held on February 14, 2023, be approved as presented.

Carried

**8. Staff Reports**

Moved by Councillor G. Bruno

Seconded by Councillor M. Bagu

That items 8.1 to 8.5 be approved, and the recommendations contained therein be adopted.

Carried

**8.1 Dedicate Portion of Borden Avenue as a Public Highway -(Part 4 of Plan 59R-17542), 2023-25**

That Chief Administrative Officer- Economic Development and Tourism Division Report 2023-25 be received; and

That a By-law to dedicate a portion of Borden Avenue Road Allowance, legally described as Part 4, Plan 59R-17542, as a public highway, be brought forward; and

That the Mayor and Acting City Clerk be authorized to sign and execute the By-law and related documents to dedicate the Borden Avenue Road Allowance as a public highway.

**8.2 Municipal Modernization Program - Amending Agreements, 2023-33**

That Office of the Chief Administrative Officer Economic Development and Tourism Division report 2023-33 be received; and

That Council approve the Amending Agreements between the City of Port Colborne and the provincial government for funding from the Municipal Modernization Program, attached as Appendices A to D;

That a by-law to enter into Amending Agreements be approved; and

That the Mayor and Acting City Clerk be authorized to sign the by-law and the Amending Agreements.

**8.3 Grants for non-profits, 2023-36**

That Chief Administrative Officer Report 2023-36 be received; and

That the following grants for non-profits totalling \$25,360.71 be approved for the first allocation of 2023;

Pathstone	\$2,500
Women's Place	\$2,600
Community Living Port Colborne Wainfleet	\$2,500
United Way Niagara	\$3,000
Port Colborne Feline Initiative	\$2,200
Port Colborne Optimist Club	\$4,000
Dewitt Carter Grade 7/8 Class	\$2,000
Downtown BIA	\$1,200
Port Colborne Operatic Society	\$2,800
Friends of Port Colborne Lighthouse	\$2560.71

**8.4 Property Tax Collection History for the Year Ending 2022 and Next Steps, 2023-19**

That Corporate Services Department – Financial Services Report 2023-19 be received; and

That the Director of Corporate Services/Treasurer be directed to proceed with normal tax collection processes, including moving forward and beginning the process that could lead to a tax sale for properties that have not paid for three years, in accordance with the steps outlined in page 4 of this report.

#### **8.5 Proposed Lock 8 Illuminated Marquee Sign, 2023-41**

That Public Works Department Report 2023-41 be received; and

That Council approve the installation of the proposed illuminated marquee sign as outlined in this report.

#### **9. Correspondence Items**

Moved by Councillor G. Bruno

Seconded by Councillor M. Bagu

That item 9.1 be received for information.

Carried

#### **9.1 Township of Ashfield-Colborne-Wawanosh, Re Future Accuracy of the Permanent Register of Electors**

#### **10. Presentations**

#### **11. Delegations**

#### **12. Mayor's Report**

A copy of the Mayor's Report is attached.

#### **13. Regional Councillor's Report**

#### **14. Staff Remarks**

##### **14.1 Best Wishes (Luey)**

The CAO expressed gratitude towards the Acting City Clerk for her dedication during her employment with the City and extended best wishes in her new role.

##### **14.2 Absence (Luey)**

The CAO apologized for his absence during the February 14, 2023 Council meeting due to an illness.

##### **14.3 Sherkston Shores Resorts (Luey)**

The CAO informed Council that the issues pertaining to traffic on a City road and continued access for the residents of the Sherkston Shores hamlet were addressed with the management of Sherkston Shores Resort in August, 2022. He further stated that the traffic plan provided by the Sherkston Shores management to mitigate these issues and access for

surrounding property owners and businesses will be reviewed. By-law enforcement will work with Niagara Regional Police to ensure compliance. Furthermore, a meeting will be scheduled in the near future to discuss continued access for residents.

**14.4 Pedestrian Safety (Shypowskyj)**

The Director of Public Works informed Council that the delegate's concern regarding pedestrian safety on Main Street and Elm Street is being addressed and an update will be brought at a future Council meeting.

**14.5 Pedestrian Bridge Closure (Shypowskyj)**

The Director of Public Works provided a brief update regarding the closure of the pedestrian bridge at H.H. Knoll Lakeview Park. He further advised that the structural engineer's report will allow staff to determine next steps and that the bridge will remain closed until further notice.

**14.6 Thank you (Rubli)**

The Acting City Clerk expressed gratitude towards Council, City Staff and residents for the support during her employment.

**15. Councillors' Remarks**

**15.1 Snow Removal (Elliott)**

In response to Councillor Elliott's request to prioritize snow removal of the accessible parking areas after a snow event, the Director of Public Works confirmed that he will explore all possible strategies.

**15.2 Main Street Watermain Break Repair Bruno)**

In response to Councillor Bruno's request to address the uneven surface as a result of the watermain break repair, the Director of Public Works informed Council that he would investigate.

**15.3 Thank you (Bagu)**

Councillor Bagu expressed gratitude towards the Acting City Clerk for her support.

**15.4 Volunteers (Bagu)**

Councillor Bagu informed that the Port Colborne High School will be requiring volunteers to assist with 100th Year Anniversary event and encouraged residents to apply.



**15.5 Flooding (Beauregard)**

In response to Councillor Beauregard's inquiry regarding flooding along Humboldt Parkway, the Director of Public Works provided a brief overview of work being completed pertaining to the issue.

**15.6 Manhole Concern-Chippawa Road and Dolphin Street (Beauregard)**

Councillor Beauregard expressed gratitude towards staff for addressing the concern pertaining to the manhole located at Chippawa Road and Dolphin Street.

**15.7 Thank you (Beauregard)**

Councillor Beauregard expressed gratitude towards the Acting City Clerk for her support and extended best wishes in her new role.

**15.8 Sherkston Community Centre-Annual Chili Cook Off (Aquilina)**

Councillor Aquilina provided details regarding the Annual Chili Cook Off hosted by the Sherkston Community Centre on Sunday March 12, 2023.

**15.9 Best Wishes (Aquilina)**

Councillor Aquilina expressed gratitude towards the Acting City Clerk for her support and extended best wishes for the future.

**16. Consideration of Items Requiring Separate Discussion**

**16.1 2023 Nickel Beach Parking and Related Operations, 2023-32**

Moved by Councillor G. Bruno  
Seconded by Councillor T. Hoyle

That Corporate Services Department Report 2023-32 be received; and

That Council approve the changes in beach rates proposed in Appendix B and for Staff to proceed with the construction of new off-beach parking options at Nickel Beach as laid out in Appendix B; and

That Council approve a budget of \$1,300,000 to be funded from the infrastructure reserve to complete the Nickel Beach Parking Lot project and

That the updated Schedule G of the User Fees and Charges By-law be included in a future amendment to By-law 7047/84/22.

**Amendment:**

Moved by Councillor G. Bruno  
Seconded by Councillor T. Hoyle

That Corporate Services Department Report 2023-32 be received; and

That Council approve the changes in beach rates proposed in Appendix B and for Staff to proceed with the construction of new off-beach parking options at Nickel Beach as laid out in Appendix B; and

**That a seven-day pass priced at \$350.00 be added to the beach rates attached as Appendix B and that these passes be limited to 2% of the total Nickel Beach parking spaces; and**

That Council approve a budget of \$1,300,000 to be funded from the infrastructure reserve to complete the Nickel Beach Parking Lot project and

That the updated Schedule G of the User Fees and Charges By-law be included in a future amendment to By-law 7047/84/22.

Carried

**a. Delegation from Shawn Tedder, resident**

Mr. Tedder delegated his concerns regarding Nickel Beach.

**b. Written Delegation material from Melissa Bigford, resident**

**16.2 Strategic Priorities Infrastructure Fund – Transfer Payment Agreement, 2023-28**

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

That Chief Administrative Officer – Economic Development and Tourism Services Division Report 2023-28 be received; and

That the Mayor and Acting City Clerk be authorized to execute an agreement with His Majesty the King in right of the Province of Ontario, as represented by the Minister of Infrastructure, for the Strategic Priorities Infrastructure Fund; and

That the By-law to authorize entering into the agreement be approved.

Carried

**17. Motions**

**18. Notice of Motions**

**19. Minutes of Boards & Committees**

Moved by Councillor M. Aquilina

Seconded by Councillor E. Beauregard

That items 19.1 to 19.3 be approved, as presented.

Carried

**19.1 Port Colborne Historical and Marine Museum Board Meeting Minutes, January 17, 2023**

**19.2 Port Colborne Library Board Meeting Minutes, January 11, 2023**

**19.3 Social Determinants of Health Advisory Committee - Everyone Matters Minutes, September 8, 2022**

**20. Recommendations Arising from Boards and Committees**

**20.1 Memorandum- 2022-2026 Appointments to the Downtown Port Colborne Business Improvement Area (BIA) Board of Management**

Moved by Councillor R. Bodner

Seconded by Councillor T. Hoyle

That Council appoint the following members to the Downtown BIA for a term ending November 14, 2026, or until their successors are appointed:

- Jesse Bole
- Norbert Gieger
- Taylor Mynlieff
- Morgan Adams
- Ed Cleveland
- Rosemari Poisson
- Larry Beverly
- Anna Maria Crognale
- Harry Hamilton

Carried

**20.2 Memorandum-2022-2026 Appointments to the Main Street Port Colborne Business Improvement Area (BIA) Board of Management**

Moved by Councillor D. Elliott

Seconded by Councillor G. Bruno

That Council appoint the following members to the Main Street BIA for a term ending November 14, 2026 or until their successors are appointed:

- Nicki Lumsden
- Saima Hossain
- Natalie Torner
- Kim Danch
- Jacquie Vezeau

Carried

**21. By-laws**

Moved by Councillor M. Bagu

Seconded by Councillor E. Beauregard

That items 21.1 to 21.4 be enacted and passed.

Carried

**21.1 By-law to Authorize Entering into an Agreement with the Province of Ontario for the Strategic Priorities Infrastructure Fund**

**21.2 By-law to Authorize the Dedication of Part 4 Plan 59R-17452 as a Public Highway**

**21.3 By-law to Authorize Entering into Transfer Payment Amending Agreements with the Ontario Municipal Modernization Program**

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

**22. Confidential Items**

Moved by Councillor R. Bodner

Seconded by Councillor M. Aquilina

That Council do now proceed into closed session in order to address items 22.1 to 22.3.

- 22.1 Minutes of the closed session portion of the October 11, November 15, November 23, November 29, December 01 and December 12, 2022 Council Meetings**
- 22.2 Minutes of the closed session portion of the January 10, February 07, and February 14, 2023 Council Meetings**
- 22.3 Corporate Services Department – Human Resources Report 2023-04, personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations**
- 23. Procedural Motions**
- 24. Information items**
- 25. Adjournment**

Council moved into Closed Session at approximately 8:23 p.m.

Council reconvened into Open Session at approximately 9:54 p.m.

Mayor Steele adjourned the meeting at approximately 9:55 p.m.

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William C. Steele, Mayor

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Charlotte Madden, Acting City Clerk

# Mayor's Report



Tuesday, February 28, 2023

## Thank you for ice storm response

We're already at the end of February and tomorrow we welcome a new month. March is always busy and usually we get some warm days so I'm looking forward to that.

First, I want to take a second to thank our City staff for their work during the ice storm last week. I saw crews out working long hours to ensure roads were safe for residents to travel on and really appreciate the great job they did.

## Healthcare in Port Colborne

At our last Council meeting, I provided a fairly long update about the changes coming to healthcare in Port Colborne. I want to reassure everyone that I continue to work closely with staff and Council to make sure that Port Colborne residents have access to the quality healthcare they need.

Yesterday, I attended a roundtable meeting with Federal Economic Development Minister, Filomena Tassi and Vance Badawey, MP for Niagara Centre to discuss healthcare challenges and funding in Port Colborne. We were hosted by the fantastic team at Bridges Community Health Centre, who are delivering primary care in combination with health promotion and illness prevention services.

Taralea McLean, Executive Director at Bridges, spoke at the roundtable about the community health centre model and their focus on community development and health promotion. She explained how vulnerable populations in Port Colborne receive much needed healthcare and assistance navigating the system.

With the changes coming to the hospital system in Port Colborne, I appreciated the first-hand look at what other community-based services are available, especially for seniors, children and youth, newcomers to Canada, families or individuals with low incomes, and those experiencing homelessness.

Equity and fairness in access to critical services like healthcare is very important, and I am committed to continuing to work with elected officials at the provincial level, our EMS partners, the team at Niagara Health and other key stakeholders to ensure that residents of Port Colborne continue to have equitable and fair access to healthcare.

## **Niagara Regional Budget Approval**

Last Thursday, Niagara Regional Council passed the 2023 budget, and this year was a particularly challenging budget year for everyone. As a member of Regional Council, I was hoping we would be able to have a lower regional increase to the tax levy, however I know that staff worked very hard to reduce it as much as possible.

The 2023 regional budget includes a 7.58% increase to the levy – with funding for two new ambulances that will ensure we can continue to rely on our EMS services going forward. It also includes funding for major provincial projects such as the new hospital in South Niagara. Global inflation and lingering effects of the pandemic also contributed to the high tax increase.

## **Strategic Planning Session**

This past Saturday, Council and senior staff had a strategic planning workshop to discuss community issues, emerging trends, and opportunities facing the City over the next several years.

This overview generated a fulsome discussion about the strategic priorities that should be incorporated into a new strategic plan, which will be a living document that will guide Council, staff, and the community for this Council term.

Council and staff also reviewed the preliminary results of the community survey issued last month. We received nearly 500 responses and I'd like to thank residents of Port Colborne and key stakeholders who completed the survey. Your input matters. It's important to Council that our strategic plan reflects community priorities and focuses on creating an exceptional smalltown experience in a big way.

Staff have been directed to come back to Council with a draft strategic plan this spring.

## **Marine Strategy**

This coming Thursday, senior staff and I will be participating in a roundtable discussion with the Parliamentary Assistant to the Minister of Transportation and other public sector organizations as well as business and industry partners to discuss the province's proposed Ontario Marine Strategy.

Port Colborne has been very active with its government relations and advocacy strategy on this issue, and we look forward to continuing our discussions the Ministry of Transportation.





**Subject: 2023 Drinking Water Operational Plan**

**To: Council**

**From: Public Works Department**

Report Number: 2023-44

Meeting Date: March 14, 2023

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**Recommendation:**

That Public Works Department Report 2023-44 be received; and

That Council endorse the Port Colborne Water Distribution System Quality Management System Operational Plan attached as Appendix A to Public Works Department Work 2023-44.

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**Purpose:**

In accordance with the *Safe Drinking Water Act, 2002*, which outlines the requirement for Council's endorsement of the Drinking Water Quality Management System (DWQMS), as documented in the Operational Plan, is required to fulfill the requirements of the Drinking Water Quality Management Standard with the new term of Council.

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**Background:**

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

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

Re-endorsement of the Operational Plan is required following any significant changes to the Operational Plan or within one year following an election of Council. The City's Operational Plan was last endorsed by Council on October 25, 2021, to reflect updates to staffing and organizational changes.

The Statutory Standard of Care provisions of the *Safe Drinking Water Act, 2002* make individuals with oversight responsibilities for municipal drinking water systems legally responsible for decisions made regarding the system. The intent of this Standard of Care is to ensure that owner representatives and various levels of decision makers of the municipal drinking water systems are acting diligently and making informed decisions when required. These decisions can impact the quality and safety of the municipal drinking water provided to all customers.

Awareness of drinking water legislation and regulations, Port Colborne's Operational Plan and annual reporting are some of the ways members of Council can provide diligent oversight under the Standard of Care requirements.

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## **Discussion:**

The City's DWQMS is documented in the Operational Plan, which reflects a fully implemented DWQMS with a focus on continual improvement and is made available to the Public upon request.

The Operational Plan contains 21 elements and emphasizes the importance of:

- A proactive and preventative approach to management strategies that identify and manage risks to public health,
- Establishing and documenting management procedures,
- Clearly identifying roles and responsibilities, and
- Continual improvement of the management system.

Port Colborne's Operational Plan (appendix A) details how the City's operating authority meets the requirements of each element. The Operational Plan is reviewed after organizational and operational changes, during internal and external audits and during the annual Management Review. Any additional staffing changes in the Public Works Department will be incorporated into the Plan. If changes are beyond what is considered administrative, the Operational Plan will be brought to Council for endorsement again.

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## **Internal Consultations:**

There were no consultations with other departments for the purpose of this report.

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### **Financial Implications:**

There are no financial implications.

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### **Public Engagement:**

There was no public notification or engagement initiatives as part of this report. The Operational Plan is posted on the City's website and hardcopies available upon request.

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### **Strategic Plan Alignment:**

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

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

### **Conclusion:**

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

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### **Appendices:**

- a. Water Distribution System Quality Management System Operational Plan

Respectfully submitted,

Cassandra Banting  
Environmental Compliance Supervisor  
905-835-2900 Ext. 250  
Cassandra.Banting@portcolborne.ca

### **Report Approval:**

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



**PORT COLBORNE**

## **WATER DISTRIBUTION SYSTEM**

Waterworks Number: 260001643

# **QUALITY MANAGEMENT SYSTEM OPERATIONAL PLAN**

## Table of Contents

A. INTRODUCTION .....	1
1. Purpose.....	1
2. Scope .....	1
3. References .....	1
4. Definitions and Acronyms .....	1
B. OPERATIONAL PLAN .....	2
1. Quality Management System.....	2
2. Quality Management System Policy .....	2
3. Commitment and Endorsement .....	3
4. Quality Management System Representative .....	4
5. Document and Records Control .....	4
6. Drinking Water System.....	4
7. Risk Assessment.....	5
8. Risk Assessment Outcomes.....	5
9. Organizational Structure, Roles, Responsibilities and Authorities .....	6
9.1 Organizational Chart .....	6
9.2 Roles, Responsibilities and Authorities .....	6
10. Competencies.....	10
11. Personnel Coverage .....	12
12. Communications .....	12
13. Essential Supplies and Services .....	12
14. Review and Provision of Infrastructure.....	13
15. Infrastructure Maintenance, Rehabilitation and Renewal .....	13
16. Sampling, Testing and Monitoring.....	13
17. Measurement and Recording Equipment Calibration and Maintenance .....	13
18. Emergency Management.....	14
19. Internal Audits.....	14
20. Management Review .....	14
21. Continual Improvement.....	14
C. RELATED DOCUMENTS AND RECORDS .....	15

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Authorized by:	<u>Top Management Representative</u>	<u>Cassandra Banting, QMS Representative</u>
Filename: QMS-OP.docx	Page 22 of 326	Page i



Quality Management System  
Operational Plan

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## A. INTRODUCTION

### 1. Purpose

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

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

### 2. Scope

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

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

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

### 3. References

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

### 4. Definitions and Acronyms

**CCL** – Critical Control Limit

**CCP** – Critical Control Point

**City** – City of Port Colborne

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

**OIC** – Operator-In-Charge

**OP** – Operational Plan

**ORO** – Overall Responsible Operator

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx	Page 23 of 326	Page 1 of 15



**QMS** – Quality Management System

**QMS Rep** – QMS Representative

**Region** – Regional Municipality of Niagara

**PCDS** – Port Colborne Distribution System

## **B. OPERATIONAL PLAN**

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

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

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

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

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

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

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 2 of 15



### 3. Commitment and Endorsement

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

\_\_\_\_\_  
Director of Public Works (Top Management)  
Steve Shypowskyj

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 3 of 15





#### 4. Quality Management System Representative

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

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

Additional responsibilities and authorities are detailed in Section 9.

#### 5. Document and Records Control

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

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

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

#### 6. Drinking Water System

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

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 4 of 15



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

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

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

The description of the PCDS is updated when required.

## 7. Risk Assessment

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

*Procedure QMS-SOP07-1 Risk Assessment*

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

## 8. Risk Assessment Outcomes

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

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

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 5 of 15



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

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

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

### 9.1 Organizational Chart

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

### 9.2 Roles, Responsibilities and Authorities

Table 9.2: Roles, Responsibilities and Authorities

#### Mayor and Council (Owner)

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

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

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

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 6 of 15

**Manager of Water/Wastewater (Acting QMS Representative)**

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

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 7 of 15

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

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

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 8 of 15

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

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

**Water Operators (Supplemental OICs)**

<i>Responsibilities</i>	<i>Authorities</i>
<ul style="list-style-type: none"> <li>OIC duties as described in O. Reg 128/04 (Class 1 or higher Operators only – OITs ineligible for OIC designation)</li> <li>Set operational parameters or direct or instruct other operators on same (When Supplemental OICs)</li> <li>Oversee, monitor and verify the work of contractors installing water services from the watermain to the property line</li> <li>Drinking water tests</li> <li>Regular maintenance</li> <li>Report any incidence of non-compliance</li> <li>Respond to repairs to the system</li> <li>Conduct regular checks on monitoring equipment</li> <li>Input lab and sampling results into WaterTrax</li> <li>Follow SOPs and QMS requirements</li> <li>Operate processes and equipment safely, in accordance with manuals</li> <li>Make adjustments as needed</li> <li>Complete and maintain records</li> <li>Use and maintain equipment</li> <li><u>Oversee, monitor and verify the work of contractors:</u> <ul style="list-style-type: none"> <li><u>hired by the City to install watermains</u></li> </ul> </li> <li><u>Conduct sampling to verify disinfection in accordance with watermain commissioning protocol</u></li> </ul>	<ul style="list-style-type: none"> <li>OIC authority as described in O. Reg 128/04 (Class 1 or higher Operators only – OITs ineligible for OIC designation)</li> <li>Make suggestions to improve QMS, SOPs and Operational Plan</li> <li><u>Authority to halt construction if the Contractor is not in compliance with any of the relevant specifications and/or procedures</u></li> </ul>

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 9 of 15

**Construction Inspector-Engineering Technologist**

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

**Facilities Technician- Fluid Mechanical**

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

**Environmental Compliance Supervisor (QMS Representative)**

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

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

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

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 10 of 15





## 10. Competencies

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

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

*Procedure*      *QMS-SOP12-1*      *Communications*

Training effectiveness is evaluated.

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

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

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 11 of 15





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

## 11. Personnel Coverage

The PCDS is staffed regularly Monday to Friday. Hours are 07:00 to 15:00. Schedules are set by the Water Wastewater Operations Supervisor. During regular operating hours, any PCDS issues are initially received by Operations administrative staff, who forward the information to the Water Wastewater Operations Supervisor. The Water Wastewater Operations Supervisor then directs the appropriate personnel to resolve the issue.

The City's PCDS requires minimal staffing during off hours. However, if a situation does arise where more staff is required, the necessary information can be found contained within the On-Call List. Service calls during off hours are received by the On-call Supervisor/Crew Leader via an answering service. Once a call is received and the On-call Supervisor/Crew Leader determines it is a PCDS issue, a call is placed to the On-call Water Operator.

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

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

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

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

## 12. Communications

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

*Procedure QMS-SOP12-1 Communications*

## 13. Essential Supplies and Services

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

The water supply inventory is set with ordering points determining when supplies are ordered, and the quantity required. Received orders are visually checked against the packing slip and then the packing slip is checked against the purchase order. The Water Wastewater Operations

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 12 of 15



Supervisor shall further verify any ordered material that requires knowledge of water industry terminology.

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

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

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

#### **14. Review and Provision of Infrastructure**

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

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

#### **15. Infrastructure Maintenance, Rehabilitation and Renewal**

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

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

#### **16. Sampling, Testing and Monitoring**

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

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

#### **17. Measurement and Recording Equipment Calibration and Maintenance**

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

- Colorimeter
- pH meter
- turbidity meter

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 13 of 15



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

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

## 18. Emergency Management

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

*Port Colborne Distribution System Emergency Preparedness Plan*

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

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

## 19. Internal Audits

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

*Procedure QMS-SOP19-1 Internal Audit*

## 20. Management Review

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

*Procedure QMS-SOP20-1 Management Review*

## 21. Continual Improvement

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 14 of 15



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

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

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

### C. RELATED DOCUMENTS AND RECORDS

#### Procedures:

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

#### Operational Procedures:

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

#### QMS Policy

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

Document No: QMS-OP	Revision Date: March 1, 2023	Revision No: 8
Filename: QMS-OP.docx		Page 15 of 15

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



## PORT COLBORNE

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

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

**C**onsistent compliance with legislation

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

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

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

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

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

### **APPENDIX 3**

**TABLE 8.1: Distribution System Risk Assessment Outcomes  
QMS-OPA3**



Table 8.1: Distribution System Risk Assessment Outcomes – October 26, 2022

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

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

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

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

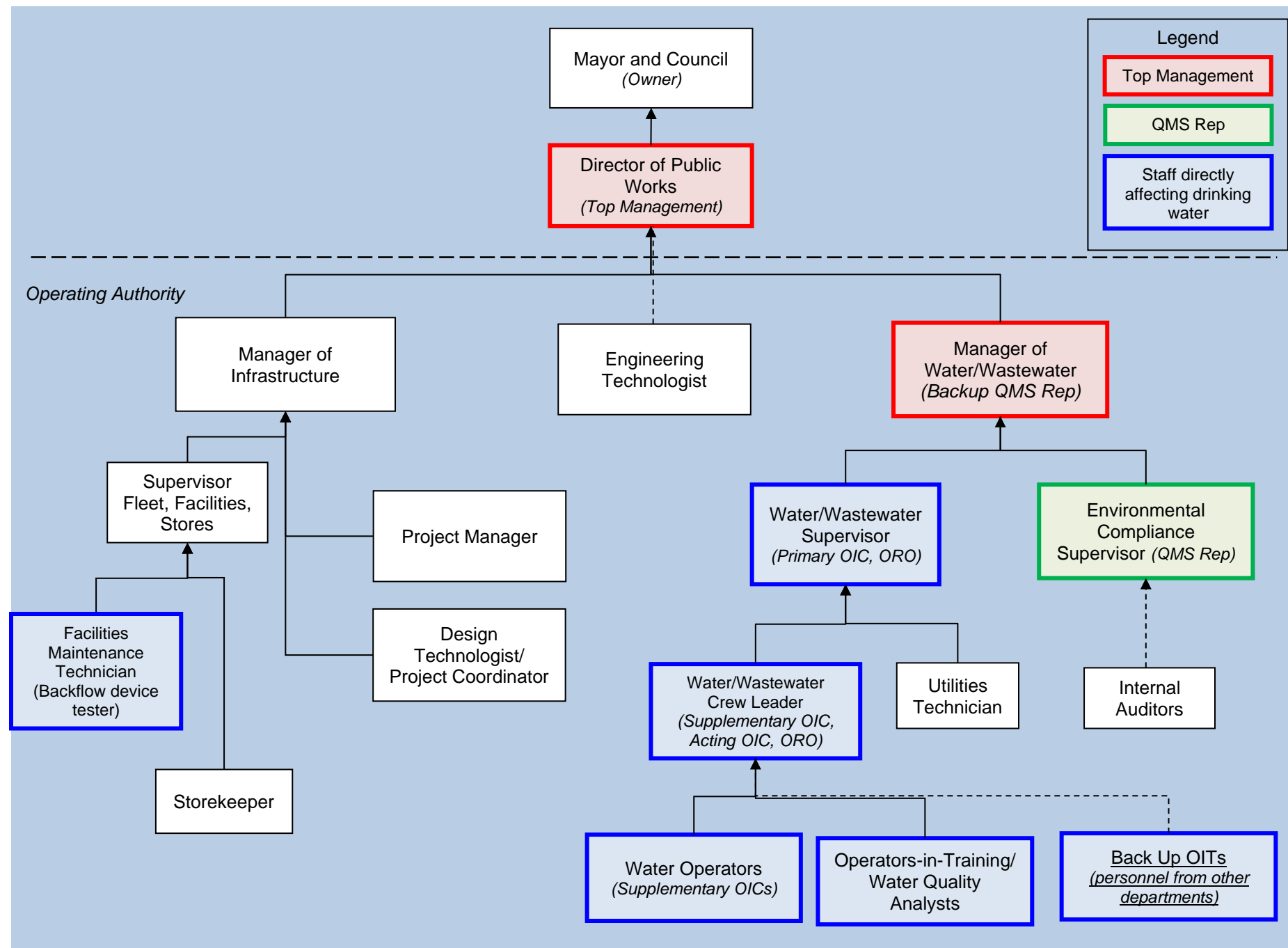
Risk	
Hazard Calculation	Category
2-3	Very Low
4-6	Low
7-14	Moderate
15-30	High

Document No: QMS-OPA3	Revision Date: October 26, 2022	Revision No: 8
Filename: QMS-OPA3.docx		Page 3 of 3

## **APPENDIX 4**

**Figure 9.1: Drinking Water Responsibilities Organizational Chart  
QMS-OPA4**

Figure 9.1: Drinking Water Responsibilities Organizational Chart – March 2023



Document No: QMS-OPA4	Revision Date: March 1, 2023	Revision No: 7
Filename: QMS-OPA4.docx	Page 46 of 326	Page 1 of 1

## **APPENDIX 5**

### **Schedule C – Director’s Directions for Operational Plans (Subject System Description Form)**

**Schedule C – Director’s Directions for Operational Plans**  
**(Subject System Description Form)**  
Municipal Residential Drinking Water System

Fields marked with an asterisk (\*) are mandatory.

Owner of Municipal Residential Drinking Water System \*  
[The Corporation of the City of Port Colborne](#)**Subject Systems**

Name of Drinking Water System (DWS) *	Licence Number *	Name of Operating Subsystems (if applicable)	Name of Operating Authority *	DWS Number(s) *
1. <a href="#">Port Colborne Distribution System</a>	<a href="#">073-101</a>		<a href="#">City of Port Colborne</a>	<a href="#">260001643</a>

**Contact Information for Questions Regarding the Operational Plan****Primary Contact**

Last Name *	First Name *	Middle Initial
<a href="#">Banting</a>	<a href="#">Cassandra</a>	

Title *	Telephone Number *	Email Address *
<a href="#">Environmental Compliance Supervisor</a>	<a href="#">905-835-2900</a> ext. <a href="#">250</a>	<a href="#">cassandra.banting@portcolborne.ca</a>

**Secondary Contact**

Last Name *	First Name *	Middle Initial
<a href="#">Suddard</a>	<a href="#">Darlene</a>	

Title *	Telephone Number *	Email Address
<a href="#">Manager of Water/Wastewater</a>	<a href="#">905-835-2900</a> ext. <a href="#">256</a>	<a href="#">darlene.suddard@portcolborne.ca</a>



**Subject: Port Colborne Distribution System 2022 Annual Summary Report**

**To: Council**

**From: Public Works Department**

Report Number: 2023-43

Meeting Date: March 14, 2023

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**Recommendation:**

That Public Works Department Report 2023-43, including the attached 2022 Annual Summary Report, be received.

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**Purpose:**

The Ministry of the Environment, Conservation and Parks (MECP) requires that an annual status summary report on the performance of the City's Drinking Water System be prepared and provided to Council in accordance with the regulatory requirements of Schedule 22 and Section 11 of Ontario Regulation (O. Reg.) 170/03 under the *Safe Drinking Water Act, 2002* (SDWA).

This report also provides Council with a summary of the 2022 Management Review, which is required under Element 20 of the Drinking Water Quality Management Standard (DWQMS) and provides an overview of the results of the 2022 MECP Inspection.

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**Background:**

The Statutory Standard of Care provisions of the SDWA make individuals with oversight responsibilities for municipal drinking water systems legally responsible for decisions made regarding the system. The intent of this provision is to ensure that owner representatives (City Council) and various levels of decision makers of the municipal drinking water systems are acting diligently and making informed decisions when required. These decisions can impact the quality and safety of the municipal drinking water provided to all customers.



Every person who oversees the operating authority or exercises decision making authority must:

- (a) exercise the level of care, diligence and skill that a reasonably prudent person would be expected to exercise in a similar situation; and
- (b) act honestly, competently and with integrity, with a view to ensuring the protection and safety of the users of the municipal drinking water system

This Report is the primary method in which Senior Management and Council demonstrate due diligence in providing oversight of the municipal drinking water system and meeting their Standard of Care legal requirement.

## **Municipal Drinking Water System Annual Report**

In accordance with the *Safe Drinking Water Act, 2002*, the 2022 Annual Drinking Water System Summary Report (Appendix A) has been prepared for the Port Colborne Drinking Water System. Under Schedule 22 and Section 11 of O. Reg. 170/03, drinking water system owners must prepare reports by February 28 that provide the following information:

- the requirements of the Act and other approvals relating to the system;
- brief description of the system;
- any incidents of adverse test results or where any mandatory requirement was not met, and corrective actions;
- all test results; and
- a summary of the amount of water supplied with a comparison to the system's rated capacity.

The report is published to the City's website, with copies available at the Engineering and Operations Centre located at 1 Killaly Street West. Notification of report completion is posted to the City's website and advertised in City Hall News.

## **DWQMS Requirements**

The Municipal Drinking Water Licensing Program implemented by the MECP requires all municipal drinking water systems to be operated by accredited Operating Authorities. The Port Colborne Operating Authority underwent a third-party reaccreditation audit in December 2022. Accreditation is based on the Operating Authority's ability to implement and maintain a Drinking Water Quality Management System (DWQMS) as documented in their Operational Plans.

The provincial DWQMS requires each Operating Authority to conduct an annual Management Review that evaluates the continuing suitability, adequacy, and effectiveness of the Quality Management System. In conformance with the Operational

Plan and requirements of the DWQMS, the results of the Management Review are provided in this report.

## **2022 MECP Inspection Report**

Every year, the MECP inspects the Port Colborne Distribution System (PCDS) to assess compliance with the requirements of the *Safe Drinking Water Act, 2002*, the *Ontario Water Resources Act, 1990* and the City's Municipal Drinking Water Licence, and Drinking Water Works Permit. The MECP has a rigorous and comprehensive inspection program for municipal residential drinking water systems. The 2022 inspection was a focused announced inspection and will be discussed below.

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## **Discussion:**

### **2022 Annual Summary Report**

The Annual Drinking Water Quality Report was prepared on February 25, 2023, and is provided in Appendix A. The Report has been posted to the City website and notification of the report's availability will be published in the next issue of the City Hall News.

Highlights include:

- 813 routine chlorine samples and 1129 non-routine were taken. All sample results were within regulated limits.
- 66 routine turbidity samples and 1129 non-routine were taken. All sample results were within the aesthetic objective.
- Alkalinity, pH, Trihalomethanes and Haloacetic Acids were also sampled and all well within the regulated standards.
- 404 regulated bacteriological samples were collected, with 1 sample being adverse (Total Coliforms).
- One reportable adverse water quality incident (AWQI) was recorded in 2022. Total Coliforms were detected in one sample. Follow up samples indicated that the water was microbiologically safe and the minimum free chlorine residuals were maintained the entire time. The AWQI was reported as required to MECP and to Public Health, and corrective actions were completed to the satisfaction of all parties. At no time was the safety of the drinking water in Port Colborne compromised.
- The Port Colborne Water Treatment Plant Annual Summary Report prepared by the Region's Water and Wastewater Services Division provides information related to quantities and flow rates of water within the system. According to the Region's Summary Report, provided in Appendix B, the Water Treatment Plant is operating, on average, at 19% capacity, and has sufficient capacity to meet the City's long-term growth demands. The water distribution system meets present

needs but may require upgrades and extensions to satisfy growth demands as they are identified.

- The City retained a consultant to complete an Infrastructure Needs Study (INS) for the PCDS, with expected completion in mid-2023. The information from the INS will feed into the City's Asset Management Plan and into the City's Financial Plan. These recommendations within the INS, together with the outcomes from the annual Infrastructure Review, form the basis for future watermain builds and replacements. The City continues to assess conditions of the water system and identify asset replacements.
- The City also tracks maintenance related to its water infrastructure assets through the work order system, City Wide. Water infrastructure assets are maintained in good condition through effective preventative maintenance, optimized infrastructure decision-making and strategic capital planning (replacement, repair, expansion).

## **2022 Management Review Summary**

The City's DWQMS is documented in the Operating Authority's water system Operational Plan. The Operational Plan reflects a fully implemented DWQMS with a focus on continual improvement and is made available to the public. The provincial DWQMS requires each Operating Authority to conduct an annual Management Review. The purpose of the Management Review is to summarize the activities of the PCDS Operating Authority so that Top Management can ensure the continuing effectiveness of the Quality Management System.

The Management Meeting QMS Summary Report that was provided to all attendees is attached to this report as Appendix C and a copy of the minutes from this meeting are included in Appendix D. The Standard also requires that the outcomes of the annual Management Review of the Operating Authority's DWQMS be communicated to the system Owner as presented below:

- The management review was conducted in November 2022 and covered a period from September 1, 2021, to October 31, 2022. Management reviewed the system performance including annual report data, results of internal and external audits, customer feedback and any suggestions brought forward by staff.
- The internal DWQMS audit was conducted in October 2022. The findings were positive and a few minor administrative opportunities for improvement (OFIs) were brought forward and one minor non-conformance. All OFIs are being addressed through the DWQMS Continual Improvement Process. The non-conformance was related to the measuring devices used for sampling and the recordkeeping associated with them. It was immediately addressed with staff and corrected.

- During the reporting period, there were a total of 31 main breaks. Continued monitoring of breaks will be conducted to assess the long-term trending. An increasing trend would suggest the need for accelerated watermain replacement.
- The City's water purchases decreased in 2021, falling by 7%. As the volume of water sold to the City's customers only experienced a 1% decrease in 2021, it is likely that the majority of the decrease in purchases is a direct result of the efforts by the Water/Wastewater Division to not only find and repair any watermain breaks in a timely fashion, but also to take a conservative, prudent approach to maintenance flushing activities. At the time of the report, only 2021 data was available in full.
- At the time of the management review unaccounted water was at 27%.
- Water quality complaints totaled 19 in 2021 and 7 in 2022. Where the source of the complaint could be determined, activities in the distribution system (valve turning, hydrant flushing) were the most common sources.
- Several planned preventative maintenance activities are carried out annually to help optimize the useful service life and efficiency of water infrastructure assets.

## 2022 MECP Inspection Results

The 2021-22 MECP inspection was an announced inspection covering the period from November 1, 2021, to November 30, 2022. The requested documents were sent to the Ministry Inspector and were reviewed remotely.

An official Inspection Report, detailing any findings and the City's Inspection Rating was issued on January 4, 2023; a copy of the inspection is provided in Appendix E. Once an inspection is completed, the Inspector generates an Inspection Rating for the drinking water system.

Overall, the inspection indicated the City's drinking water system provides a safe and reliable source of drinking water. The MECP inspection noted two instances of non-compliance and awarded a score of 94%. The non-compliances are summarized in the table below along with a description of the corrective actions implemented. Corrective actions are based on a root cause analysis of the incident and are completed within the timelines prescribed by the MECP.

Instances of Non-Compliance	Corrective Action
Sampling: pH and alkalinity samples were scheduled on a day that ended up being an excessive snow event and operating staff were working on a COVID shift schedule. The samples were missed.	As soon as staff discovered the missed samples, it was reported to the MECP. Sample calendar alerts were setup in Outlook calendars for all water/wastewater staff. No further action was required by the Ministry.

Administrative: The operations and maintenance manual content met the requirements of the Licence, but some procedures are over 10 years old and contained some administrative information that was no longer valid.	An up-to-date operations and maintenance manual will be provided to the Ministry by August 31, 2023. Staff have a plan and are working through various procedures to update and revise them.
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### **Internal Consultations:**

There are no comments from other departments.

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### **Financial Implications:**

There are no financial implications. Capital works projects discussed in this report have been previously approved in the 2023 budget.

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### **Public Engagement:**

There was no public notification or engagement initiatives as part of this report. The Annual Drinking Water Quality Report will be posted on the City's website and hardcopies available upon request.

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### **Strategic Plan Alignment:**

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

- Service and Simplicity - Quality and Innovative Delivery of Customer Services
  - City-Wide Investments in Infrastructure and Recreational/Cultural Spaces
- 

### **Conclusion:**

The 2022 Annual Drinking Water Quality Report demonstrates Public Works' continued commitment to provide a safe and reliable supply of municipal drinking water for the City's residents, visitors, and businesses.

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### **Appendices:**

- a. 2022 Port Colborne Distribution System Annual Drinking Water Quality Report

- b. 2022 Port Colborne Water Treatment Plant Annual Summary Report (Niagara Region)
- c. Port Colborne Distribution System, Summary QMS Report for the Management Review
- d. Management Review Meeting Minutes
- e. Port Colborne Distribution System Inspection Report

Respectfully submitted,

Cassandra Banting  
Environmental Compliance Supervisor  
905-835-2900 ext. 250  
Cassandra.Banting@portcolborne.ca

### **Report Approval:**

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

# Port Colborne Distribution System Annual Drinking Water Quality Report

Prepared on February 25, 2023  
In Accordance with O.Reg. 170/03  
January 1, 2022 to December 31, 2022

Prepared by:



Cassandra Banting  
Environmental Compliance Supervisor

Reviewed by:



Tommy Peazel  
Water and Wastewater Supervisor

Approved by:



Darlene Suddard  
Manager of Water and Wastewater

Approved by:



Steve Shypowskyj  
Director of Public Works

Drinking Water System number: 260001643  
Drinking Water System category: Large Municipal Residential  
Owned and operated by: The Corporation of the City of Port Colborne

# **Port Colborne Distribution System**

## **Annual Drinking Water Quality Report**

### **Introduction**

The City of Port Colborne is required, under O.Reg.170/03 - *Drinking Water Systems*, to prepare an annual report detailing the operation of the Port Colborne Distribution System. The regulation specifies in Section 11 what the report must contain and sets a February 28 deadline for having the report prepared and made available to the public.

This report is prepared in accordance with Section 11 and is available to the public on the City's website at [www.portcolborne.ca](http://www.portcolborne.ca).

### **Water Supply and Distribution**

The Corporation of the City of Port Colborne (City) is the Owner and Operating Authority of the Port Colborne Distribution System (PCDS), which serves approximately 16,000 residents. The PCDS is a stand-alone, Class 1, distribution system, with no downstream connections, and obtains water from the Niagara Region's Port Colborne Drinking Water System water treatment plant (WTP). Treated water is purchased from the Region on a volume basis and distributed through the City-owned distribution system via Region owned trunk mains. The Region's WTP draws water from the Welland Canal, treats it, and is responsible for sampling, testing and monitoring water at and leaving the WTP.

The City does not perform any secondary disinfection as the WTP sufficiently chlorinates the water to meet the minimum requirement of >0.05 mg/L free chlorine residual. The only water treatment chemical used by the City is 12% sodium hypochlorite which is used when making repairs or performing maintenance on the distribution system to meet disinfection requirements. The distribution system has an average pressure of 58 psi, with pressure maintained by the Barrick Road Water Tower together with the Fielden Avenue Reservoir, which are owned, operated and maintained by the Region.

The Region prepares an annual report for the Port Colborne Drinking Water System, providing information on the treatment methodology, the type of chemicals used, water



quality reports and any significant maintenance, repair or upgrades to the WTP. RMON is also required to make their reports available online. Contact information is provided under the section entitled “Where to Obtain Additional Information.”

## Water Quality Monitoring

The City of Port Colborne is required to supply drinking water that meets the requirements of the Safe Drinking Water Act and associated regulations. To ensure the City meets these requirements, the following individuals have been assigned as responsible persons for the distribution system:

Table 1: Port Colborne Distribution System Responsible Persons

Position	Name	Phone number
Director of Public Works	Steve Shypowskyj	905-835-2901 ext. 220
Manager of Water/Wastewater	Darlene Suddard	905-835-2901 ext. 256
Water/Wastewater Supervisor and Overall Responsible Operator	Tommy Peazel	905-835-2900 ext. 255
Environmental Compliance Supervisor	Cassandra Banting	905-835-2901 ext. 250

The City has identified the Public Works Department as the Operating Authority for the PCDS. The Water and Wastewater Division operates under the Public Works Department, and is specifically responsible for the daily operation of the distribution system. The Division is responsible for assigning Certified Water Operators to conduct both the routine, weekly water quality sampling and testing and to conduct non-routine sampling (i.e., during and after watermain breaks). These activities ensure the water quality meets the Ontario Drinking Water Quality Standards (O.Reg. 169/03) at all times and under all conditions. The Water Department also ensures that the Operational Checks, Sampling and Testing requirements specified in the Drinking Water Systems Regulation (O.Reg. 170/03) are conducted and recorded. If it is determined that the water quality or an operational parameter does not meet the regulated requirements or exceeds the regulated limits, Certified Operators immediately implement corrective action to ensure the continued supply of safe drinking water. The operational checks, sampling and testing requirements, which the City must conduct, are outlined in Table 4.

The Region operates the WTP, the Fielden Avenue Reservoir and Barrick Road Water Tower, and as such, is required to conduct operational checks, sampling, and testing activities. Details regarding the Region’s requirements are summarized in their Annual

Report; information on how to obtain a copy of their report is provided under the section entitled “Where to Obtain Additional Information”.

## Water Quality Test Results

As per the sampling and testing requirements detailed in Table 4, the City conducted the following sampling in the period of January 1, 2022 to December 31, 2022:

### Microbiological Analysis

In accordance with the requirements of Schedule 10, section 10-2 (1) of O.Reg.170/03, samples are collected and submitted for analysis on a weekly basis. Additionally, samples are collected and submitted for analysis after watermain breaks, during hydrant flushing activities and in response to some water quality complaints etc.

In 2022, a total of 404 samples were collected and analyzed for the presence of *E.coli* and Total Coliforms. Laboratory results indicated that Total Coliforms were detected on one (1) occasion (*Table 5*). Details about the adverse results are discussed below.

To monitor the potential deterioration of the water quality, 404 samples were collected and analyzed for Heterotrophic Plate Count (HPC). Laboratory results indicated that in 2022, HPC was detected at very low levels, between 0-160 colonies/mL (*Table 5*).

### Operational Parameters

The City monitors the operational parameter, free chlorine, twice weekly, and on an as-required basis in response to watermain breaks, hydrant flushing, and complaints etc. Turbidity is measured weekly, and on an as-required basis. In 2022, this resulted in the collection and analysis of 1,942 chlorine samples (813 routine and 1129 non-routine) and 1,195 turbidity samples (66 routine and 1129 non-routine). Free chlorine levels ranged between 0.15 to 1.38 mg/L (*Table 5*).

Turbidity levels ranged from 0.08 to 1.10 NTU (*Table 5*).

### Lead Testing (Schedule 15.1) Results

The City is no longer required to collect samples from plumbing systems and is only required to collect samples from the distribution system. Under O.Reg. 170/03 distribution system samples are required to be collected twice annually, with one set collected during the winter sampling cycle (December 15 to April 15)

and another set during the summer sampling cycle (June 15 to October 15). The collected samples are tested for alkalinity and pH in year one and two, with lead sampled in year three. This reporting year was year one and therefore samples were collected from four (4) locations in the distribution system and analyzed for alkalinity and pH only. The winter samples were missed as they were scheduled after a major storm event and staff were on a COVID split-shift schedule. This was reported immediately to the Ministry as a non-compliance. Alkalinity ranged from 84 to 86 mg/L, while pH values ranged from 6.63 to 6.89. All values were well within the recommended guidelines (*Table 5*).

The City is not required under the Regulation to collect plumbing samples to be analyzed for lead concentrations, unless requested by a homeowner. In 2022, there were no homeowner requests (*Table 5*).

### Organic Parameters

The City is required to sample for trihalomethanes (THMs) and haloacetic acids (HAAs) on a quarterly basis.

THM results from 2022 continue to indicate that THMs are not a concern in the distribution system, as the running annual average concentration was 0.021 mg/L, much less than the 0.10 mg/L regulated limit (*Table 5*). None of the individual samples exceeded half the standard prescribed in Schedule 2 of the Ontario Drinking Water Quality Standards.

Results from the four (4) HAA samples collected in 2022 continue to indicate that HAA's are not a concern in the distribution system as the running annual average concentration was 0.0077 mg/L, much less than the 0.08 mg/L regulated limit (*Table 5*). The samples were well below half of the standard prescribed in Schedule 2 of the Ontario Drinking Water Quality Standards.

## Regulatory Non-Compliances

There was one reportable adverse water quality incident in 2022. The adverse result was due to the presence of total coliforms.

Table 2 below summarizes the date the adverse occurred, the adverse parameter, and describes the corrective action taken by the City.

When an adverse water incident occurs, immediate action by the City's certified Operators ensures that the adverse incidents were addressed in a timely manner. This timely response ensured that the safety of the drinking water was maintained, as indicated by the results of special follow up sampling and evaluation, which found the water to be safe.

The Ministry of the Environment, Conservation and Parks (MECP) conducted an annual inspection of the PCDS and reported a non-compliance related to invalid, outdated information within some Standard Operating Procedures. Staff have a plan to correct and update the procedures and will submit to the ministry at the end of August 2023 as a corrective action. The Ministry also noted the missing lead sample as a non-compliance, but corrective action had already immediately been submitted to the Ministry and no further action was required.

Table 2: Summary of Adverse Test Results - 2022

Sample Date	Date Adverse Reported to City	Parameter	Result	Corrective Action Date	Corrective Action
May 5, 2022	May 5, 2022	Total Coliform	TC-1	May 6, 2022	Sample had indicated overgrowth of TC, likely due to a contaminated sample. Chlorine at the time of sample was well above the standard. Staff still immediately flushed upstream and downstream and resampled. Total coliforms were absent from the resamples and free chlorine residuals >0.20 mg/L were maintained at all points in the affected part of the distribution system.

## Our Commitment to Providing Safe Drinking Water

To ensure that residents, businesses and visitors to our community continue to receive the safest drinking water, the City has incorporated the following practices into the routine operations of the Distribution System:

- Exceed the minimum regulatory sampling requirements, by sampling additional sites for both operational and microbiological parameters
- Comprehensive flushing program targeting “dead ends”, where water use is not very high, to ensure chlorine levels are at least 0.10 mg/L
- Prompt response to watermain breaks and customer complaints
- Early adoption of the requirements of the revised Provincial Watermain Disinfection Procedure

In addition, the City has the following plans for 2023:

- Completing the design for replacement watermain projects (Davis St., West St., Homewood Ave., and Berkley Ave.) and begin construction for the Davis Street watermain replacement project at an estimated total cost of \$5,000,000 for design and construction.
- The City is working to complete an Infrastructure Needs Study at approximately \$750,000. The information from the INS will feed into the City's Asset Management Plan and into the City's Financial Plan.

Major expenditures for 2022 included the following:

- Completed the Erie Street watermain replacement project at an estimated cost of \$1,800,000 for design and construction.

## What's New?

The City had it's re-accreditation audit in December 2022 and will receive it's Certificate of Accreditation from SAI Global for the City's Drinking Water Quality Management System in early 2023. The City's Operational Plan is available on the City's website at: <https://portcolborne.ca/en/living-here/drinking-water-licensing.aspx>

## Where to Obtain Additional Information

Copies of this annual report are available, free of charge, at the Engineering and Operations Centre, 1 Killaly Street West. It can also be downloaded from the internet at <https://portcolborne.ca/en/living-here/drinking-water-quality-reports.aspx> Copies may also be obtained by contacting the City numbers listed below.

Additionally, all laboratory test results are available at the Engineering and Operations Centre, 1 Killaly Street West. Copies may also be obtained by contacting the City numbers listed below.

The Regional Municipality of Niagara provides an annual report for the Port Colborne Water Treatment Plant, and it can be downloaded from the Region's website: <https://www.niagararegion.ca/living/water/water-quality-reports/default.aspx> Copies may also be obtained by contacting any of the numbers listed below:

Table 3: Contact Information for the City and Region

Organization	Department	Phone Number
City of Port Colborne	Public Works	905-835-2900
Regional Municipality of Niagara	Water and Wastewater Division	905-685-1571

Table 4: Distribution System Water Quality Sampling and Testing Requirements

Parameter	Sampling and Analysis	Distribution System Standards	Comments
Microbiological	Required to collect a minimum of 24 samples each month, however, the City collects 32 samples per month and tests for total coliforms and/or <i>E.coli</i> . Required to analyze 25% of all samples collected weekly for heterotrophic plate count, however, the City analyzes all samples	<ul style="list-style-type: none"> <li>• <i>E.coli</i> – NONE detected</li> <li>• Total Coliforms – 1 detected</li> <li>• Heterotrophic plate count - &lt;500 cfu/mL</li> </ul>	<ul style="list-style-type: none"> <li>• 8 samples collected each week</li> <li>• Samples sent to an accredited laboratory for analysis</li> <li>• Adverse results are immediately reported by the lab to the City</li> </ul>
Free Chlorine Residual	Required to collect a minimum of 28 samples per month, however the City collects 64 samples per month and tests for free chlorine. Collected twice weekly (at least 48 hours apart) from representative areas of the distribution system	<ul style="list-style-type: none"> <li>• Minimum residual chlorine 0.05 mg/L</li> <li>• City targets 0.20 mg/L</li> <li>• City's acceptable low limit is 0.10 mg/L</li> </ul>	<ul style="list-style-type: none"> <li>• City flushes known dead ends on a regular basis to ensure at least 0.10 mg/L is maintained at all areas of the distribution system</li> </ul>
Turbidity	Frequency of sampling not specified, however, City collects a minimum of 1 sample weekly from the bulk water depots, and during non-routine sampling (i.e. flushing, watermain breaks)	<ul style="list-style-type: none"> <li>• 5.0 NTU maximum aesthetic objective</li> </ul>	<ul style="list-style-type: none"> <li>• Turbidity generally not an issue in the distribution system.</li> </ul>
Trihalomethanes (THMs)	Required to collect at least one sample quarterly, however the City collects 2 samples quarterly, and submits for analysis	<ul style="list-style-type: none"> <li>• 0.10 mg/L maximum acceptable concentration</li> </ul>	<ul style="list-style-type: none"> <li>• Based on a four-quarter progressive annual average of test results (average of all test results each quarter) at points that are likely to have an elevated potential for the formation of THMs</li> </ul>

Table 4: Distribution System Water Quality Sampling and Testing Requirements (*continued*)

Parameter	Sampling and Analysis	Distribution System Standards	Comments
Haloacetic Acids (HAAs)	Sampled quarterly. Required to collect one (1) sample per quarter.	<ul style="list-style-type: none"> <li>0.08 mg/L maximum acceptable concentration</li> </ul>	<ul style="list-style-type: none"> <li>Based on a four-quarter progressive annual average of test results (average of all test results each quarter) at points that are likely to have an elevated potential for the formation of HAAs</li> </ul>
Lead	<p>Regulatory amendments late in 2009 and the City's historical results from 2008/09 resulted in the City qualifying for exemption from having to collect samples from plumbing.</p> <p>Required to collect samples twice annually (between Dec 15 and Apr 15 and between Jun 15 and Oct 15) from four (4) locations in the distribution system and analyze the samples for pH and alkalinity for two years, and then in the third year, perform the pH and alkalinity analysis and lead analysis. Eight (8) samples total per year.</p>	<ul style="list-style-type: none"> <li>No standard for alkalinity or pH, these parameters are monitored so that, should they change, the potential for lead levels to increase is analyzed</li> <li>Maximum acceptable concentration for lead is 0.010 mg/L</li> </ul>	<ul style="list-style-type: none"> <li>Distribution system samples are generally collected from water sampling stations and/or fire hydrants</li> <li>If a lead exceedance occurs in future, the City may be required to resume standard sampling.</li> </ul>



Table 5: Distribution System Water Quality Sampling and Testing Results – January 1 to December 31, 2022

Parameter		Requirement	Number of samples		Results			Comments
			Routine	Non-Routine	Range	Unit	# of Adverse	
Microbiological Analysis								
E. coli		ND	404*	0	ND	cfu/100 mL	0	Presence of E.coli indicates presence of fecal matter
Total Coliforms		ND	404*	0	ND – 1 count	cfu/100 mL	1	Presence of Total Coliforms indicates possible presence of pathogenic bacteria
Heterotrophic Plate Count (HPC)		<500	401*	0	ND - 160	colonies/mL	N/A	Presence of HPC indicates water quality deterioration
Operational Parameters								
Free Chlorine		Minimum 0.05	813*	1129	0.15 – 1.38	mg/L	0	Level of disinfectant present
Turbidity		5.0	66*	1129	0.08 – 1.10	NTU	N/A	Not a reportable parameter; 5.0 NTU is aesthetic guideline
Lead Testing Results								
Alkalinity		30 - 500	4		84 to 86	mg/L	N/A	Neither are reportable parameters; guidelines are the recommended operational level. Low alkalinity and/or low pH may accelerate corrosion, which may cause lead from soldering or lead lines to be released into drinking water.
pH		6.5 – 8.5	4		6.63-6.89		N/A	
Lead	Plumbing	0.010 mg/L	N/A			mg/L	N/A	Corrosion of lead or lead soldered plumbing/distribution systems may cause lead to be released into drinking water
	Distribution		N/A					
Organic Parameters								
Trihalomethanes		0.10	8		(Running Annual Avg) 0.021	mg/L	0	By-product of chlorination; forms when chlorine reacts with suspended organics.
Haloacetic Acids		0.08	4		(Running Annual Avg) 0.0077†	mg/L	0	By-product of chlorination; forms when chlorine reacts with suspended organics.

\*Note – operational checks are routine samples. Only routine microbiological samples, collected in accordance with Schedule 10, section 10-2 (1) of O.Reg. 170/03, are analyzed for Heterotrophic Plate Count (HPC) to meet the required 25%. Non-routine sampling includes sampling after watermain breaks, complaints, annual hydrant flushing and dead end flushing.

†Note – samples less than the MDL are entered as “0” to calculate the Running Annual Average.

**2022 Summary Report Port Colborne Water Treatment Plant**



**Port Colborne Water Treatment Plant**

**Regional Municipality of Niagara**

**2022 Summary Report**

(Prepared under Ontario Regulation 170/03)

**January 1 to December 31, 2022**

**Ministry of the Environment, Conservation and Parks**

**Municipal Drinking Water License # 007-101**

**Drinking Water Works Permit # 007-201**

## Port Colborne Water Treatment Plant - 2022 Summary Report

This report summarizes the water flows for the Port Colborne Water Treatment Plant, drinking water system number 220002075, from January 1 to December 31, 2022.

This report satisfies the requirements of Ontario Regulation 170/03 – Drinking Water Systems.

### Inspection Rating

The Port Colborne Water Treatment Plant was granted a 100% inspection rating during the 2022 Ministry of Environment, Conservation and Parks annual drinking water system inspection.

### Summary of Non-Compliance

The Port Colborne Water Treatment Plant was operated in such a way that at no time did it fail to meet or exceed the requirements of the Safe Drinking Water Act, associated regulations, the system's approval or any order that may have been issued for this reporting period.

### Summary of Water Treatment Plant Flows

The flow rates captured below are moments in time, and can be affected by various circumstances, such as pump changes or valve position. It is not unusual to have higher or lower than normal flows for this reason.

Month	Total Flow Raw (ML)	Total Flow Treated (ML)	Average Day Raw (ML)	Average Day Treated (ML)	Maximum Daily Treated (ML)	Minimum Day Treated (ML)	Maximum Flow Rate Treated (ML/d)	Minimum Flow Rate Treated (ML/d)	Total Waste Sludge (ML)
Jan	229.350	224.200	7.398	7.232	16.080	4.370	17.877	3.703	1.571
Feb	209.250	205.130	7.473	7.326	9.550	5.800	17.703	3.467	1.594
Mar	238.130	233.620	7.682	7.536	9.255	5.410	15.087	3.887	1.719
Apr	207.590	205.000	6.920	6.833	8.030	5.830	12.851	2.854	1.701
May	229.400	220.600	7.400	7.116	8.600	5.680	12.964	3.189	1.608
Jun	231.980	220.620	7.733	7.354	8.730	5.680	15.846	3.631	1.604
Jul	232.258	226.102	7.492	7.294	9.715	5.545	17.415	3.774	1.958
Aug	226.392	218.218	7.303	7.039	8.757	5.300	39.600	3.399	2.195
Sep	204.100	190.900	6.803	6.363	8.070	4.360	12.615	3.703	2.265
Oct	196.060	191.140	6.325	6.166	7.850	4.650	12.749	3.805	1.629
Nov	197.190	193.120	6.573	6.437	8.040	4.710	15.210	4.810	1.558
Dec	215.810	209.180	6.962	6.748	8.620	4.655	29.409	4.708	2.520

Month	Total Flow Raw (ML)	Total Flow Treated (ML)	Average Day Raw (ML)	Average Day Treated (ML)	Maximum Day Treated (ML)	Minimum Day Treated (ML)	Maximum Flow Rate Treated (ML/d)	Minimum Flow Rate Treated (ML/d)	Total Waste Sludge (ML)
Total	2617.510	2537.830							21.922
Min						4.360		2.854	1.558
Max					16.080		39.600		2.520

Month	Total Flow Raw (ML)	Total Flow Treated (ML)	Average Day Raw (ML)	Average Day Treated (ML)	Maximum Day Treated (ML)	Minimum Day Treated (ML)	Maximum Flow Rate Treated (ML/d)	Minimum Flow Rate Treated (ML/d)	Total Waste Sludge (ML)
<b>Avg</b>			7.172	6.954					1.827

## Comparison of Actual to System Approved Flow

Flow rates are required by Municipal Drinking Water Licence number 007-101.

- Maximum daily flow: 36.000 ML
- Maximum flow rate: 36.000 ML/day

Month	Average Day Treated (ML)	% of Rated Capacity	Maximum Day Treated (ML)	% of Rated Capacity	Maximum Flow Rate Treated (ML/d)	% of Rated Capacity
<b>Jan</b>	7.232	20%	16.080	45%	17.877	50%
<b>Feb</b>	7.326	20%	9.550	27%	17.703	49%
<b>Mar</b>	7.536	21%	9.255	26%	15.087	42%
<b>Apr</b>	6.833	19%	8.030	22%	12.851	36%
<b>May</b>	7.116	20%	8.600	24%	12.964	36%
<b>Jun</b>	7.354	20%	8.730	24%	15.846	44%
<b>Jul</b>	7.294	20%	9.715	27%	17.415	48%
<b>Aug</b>	7.039	20%	8.757	24%	39.600	110%
<b>Sep</b>	6.363	18%	8.070	22%	12.615	35%
<b>Oct</b>	6.166	17%	7.850	22%	12.749	35%
<b>Nov</b>	6.437	18%	8.040	22%	15.210	42%
<b>Dec</b>	6.748	19%	8.620	24%	29.409	82%



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# Port Colborne Distribution System Summary QMS Report for the **Management Review**

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Report Prepared on:  
November 2, 2022

For the period of:  
September 1, 2021- October 31, 2022

## Executive Summary

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- This management review summary covers the period from September 1, 2021 to October 31, 2022.
- There was one incident of regulatory non-compliance in this period for a missed lead sample (pH and alkalinity only).
- There were 2 adverse test results in 2021 (1 microbiological and 1 low free chlorine). There was 1 adverse in 2022 in the distribution system for a lab contaminated sample (microbiological), and 2 adverse tests results for the small drinking water system at Sherkston Community Centre (microbiological). In all instances, Public Health directives and MECP directives were followed and clear re-samples indicated the water was safe.
- The 2022 Internal Audit was completed on October 17, 2022.
- The external audit document review will occur on November 21, 2022 and the onsite portion of the re-accreditation audit will take place on December 12, 2022.
- Main breaks during this reporting period totaled 31 (10 in 2021 and 21 in 2022).
- Staff are in the process of changing the way maintenance targets are tracked. Citywide is being used by all W/WW staff to better track maintenance activities. Staff are currently reviewing the operational performance indicators and maintenance targets to make sure they represent the work being completed. Operational Performance Indicators are being met.
- The City's water purchases decreased in 2021, falling by 7%. As the volume of water sold to the City's customers only experienced a 1% decrease in 2021, it is likely that the majority of the decrease in purchases is a direct result of the efforts by the Water Wastewater Division to not only find and repair any watermain breaks in a timely fashion, but also to take a conservative, prudent approach to maintenance flushing activities.
- In 2022 to date the unaccounted water is at 27%.
- The City's Municipal Drinking Water Licence and Drinking Water Works Permit were renewed in October 2019.
- Water quality complaints totaled 19 in 2021 and 7 so far in 2022. Where the source of the complaint could be determined, activities in the distribution system (valve turning, hydrant flushing) were the most common sources.

## Table of Contents

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Introduction .....	1
Summary of Items .....	2
a. Incidents of Regulatory Non-Compliance.....	2
b. Incidents of Adverse Drinking Water Tests .....	2
c. Deviations from Critical Control Point Limits and Response Actions .....	2
d. 2020 Risk Assessment .....	3
e. Results of Internal and Third Party Audits.....	3
f. Results of Relevant Emergency Response Testing .....	4
g. Operational Performance.....	4
h. Raw Water Supply and Water Quality Trends.....	9
i. Follow up on Action Items from Previous Management Reviews .....	11
j. Status of Management Action Items Identified Between Reviews .....	13
k. Changes That Could Affect the QMS or the PCDS .....	13
l. Consumer Feedback .....	13
m. Resources Needed to Maintain the QMS.....	13
n. Results of Infrastructure Review .....	13
o. Operational Plan Currency, Content and Updates .....	13
p. Staff Suggestions .....	13
q. New or Other Business.....	14
r. Next Scheduled Review .....	14

Port Colborne Distribution System  
Summary QMS Report  
for the  
Management Review  
Prepared on November 2, 2022

## Introduction

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### *Purpose*

The purpose of this report is to summarize the activities of the Port Colborne Distribution System (PCDS) Operating Authority so that Top Management can ensure the continuing effectiveness of the Quality Management System (QMS) at scheduled Management Reviews.

### *Scope*

This Summary Report for the Management Review covers key operational elements of the Drinking Water Quality Management Standard (DWQMS) from September 1, 2021-October 31, 2022.

Top Management reviews the information specified in:

Procedure    QMS-SOP20-1                      Management Review

This review will include, but is not limited to, the following:

- a. Incidents of regulatory non-compliance
- b. Incidents of adverse drinking water tests
- c. Deviations from critical control point limits and response actions
- d. Effectiveness of the risk assessment process
- e. Results of internal and third party audits, including best management practices
- f. Results of relevant emergency response testing
- g. Operational performance
- h. Raw water supply and water quality trends
- i. Follow up on action items from previous management reviews
- j. Status of management action items identified between reviews
- k. Changes in resource requirements, infrastructure, process, personnel, the Standard or regulations that could affect the QMS
- l. Consumer feedback
- m. Resources needed to maintain the QMS
- n. Results of infrastructure review
- o. Operational plan currency, content and updates
- p. Staff suggestions



## Summary of Items

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### a. Incidents of Regulatory Non-Compliance

There was 1 incident of a reportable regulatory non-compliance during this time period. The Ministry was informed of a missed sample under the Lead Sampling Program. During the next inspection this may result in a formal non-compliance and a decrease in our rating. The winter lead sampling, which actually is only for pH and alkalinity this sample cycle year, was missed earlier this year. As soon as staff became aware of it, it was reported to the Ministry. A debrief occurred and training with staff was completed. Measures were put into place to make sure the samples are taken moving forward. The "Port Colborne Distribution System Annual Drinking Water Quality Report" for 2021 was presented to Council in March 2022 and details the City's compliance with the regulations. The 2022 report will be prepared in February of 2023.

### b. Incidents of Adverse Drinking Water Tests

In 2021, there were two Adverse Drinking Water Tests. One was related to low chlorine and one was due to a microbiological sample result in which total coliforms (TC) were detected. For the TC contaminated sample, chlorine residual was maintained, but flushing and resampling was completed to verify the water was safe. For the low chlorine sample, the City subsequently flushed and resampled, which indicated that microbiological organisms were absent from samples up and downstream of the adverse sample location, and free chlorine levels were well above the minimum regulated requirement of 0.05mg/L. There was one lab-contaminated sample in 2022 and 2 other adverse samples related to the Sherkston Community Centre for total coliforms in 2022. Staff flushed and resampled as a precaution for the contaminated lab sample. Chlorine residuals were continuously met and the water tested showed it was safe. For the Sherkston cistern samples, Public Health directives were followed and the cistern was cleaned and resampled. Subsequent samples met and exceeded the minimum requirements.

### c. Deviations from Critical Control Point Limits and Response Actions

Critical Control Limits (CCL) for the PCDS are, where applicable, higher than the regulated limits, which then trigger a response procedure. During this period, Staff responded appropriately to low free chlorine levels (<0.20 mg/L but >0.04 mg/L) by flushing the distribution system to bring the chlorine levels up. Routine dead-end flushing aided in ensuring free chlorine levels remained adequate. In the summer, chlorine trends were closely monitored and the Region was informed of some decreasing trends that were being observed by staff. As a result, the Region indicated they would increase chlorine at the water tower. Minimum regulatory requirements were always being met.

#### d. Risk Assessment

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A full Risk Assessment must be completed every 3 years. The result outcomes from the last full risk assessment completed in 2019 are attached as Appendix 1. A review of these outcomes was complete in 2021 and a full a risk assessment took place in October 2022, where the new addition of cybersecurity threats was evaluated and all other risks were also re-evaluated. Meeting minutes and result outcomes are not yet finalized from this meeting.

#### e. Results of Internal and Third Party Audits

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Nonconformances (NCs) and Opportunities for Improvement (OFIs) that were generated during the report period are attached in the Appendix 2.

##### **Internal Audit**

The 2022 Internal Audit was completed on October 17, 2022 and the 2021 Internal Audit was completed on October 18, 2021. These audits were completed by an auditor from Acclains Environmental. The Operational Plan and supporting documents were reviewed for conformity to the DWQMS 2.0. The auditor identified 6 opportunities for improvement which are summarized in the Log in Appendix 2. The auditor identified 4 opportunities for improvement and one non-conformance in 2022. These have not yet been added into the Log.

Many positive findings were noted during the 2022 audit such as:

- Staff interviewed were knowledgeable about their processes and programs and their roles' impacts on achieving the commitments included in the QMS Policy.
- All opportunities for improvement identified in previous audits had been verified as complete or in progress.
- Debrief sessions are held following occurrence of failures, with the goal of continual improvement (e.g. January watermain break events).
- The City's preventative maintenance leak detection activity has located and repaired 10 potential mainbreaks to date.

##### **External Audits/Accreditation Status**

The City's auditor from SAI Global completed the last external surveillance audit on November 5, 2021. The next desktop external audit will occur on November 21, 2022 and the onsite portion of the re-accreditation audit will take place on December 12, 2022.

The auditor identified 1 OFI during the 2021 desktop level audit, which is included in Appendix 2. No non-conformances were noted during the audit.

##### **Ministry Inspections**

The Ministry of the Environment, Conservation and Parks (Ministry) performed a document review inspection of the PCDS on November 22, 2022 with an onsite component on December 7, 2021. The inspection period covered November 1, 2020

to October 31, 2021. PCDS was assigned a rating of 100%. The next inspection has not been scheduled at this time.

#### f. Results of Relevant Emergency Response Testing

There was no emergency response testing completed during the report period. As per the Distribution System Emergency Preparedness Plan, testing is required every five years, therefore, the next test is required to be completed in 2022 and will take place in December.

#### g. Operational Performance

Table 1 summarizes Operational statistics for the PCDS from January 1, 2021 to October 31, 2022.

**Table 1: PCDS Activity Report**

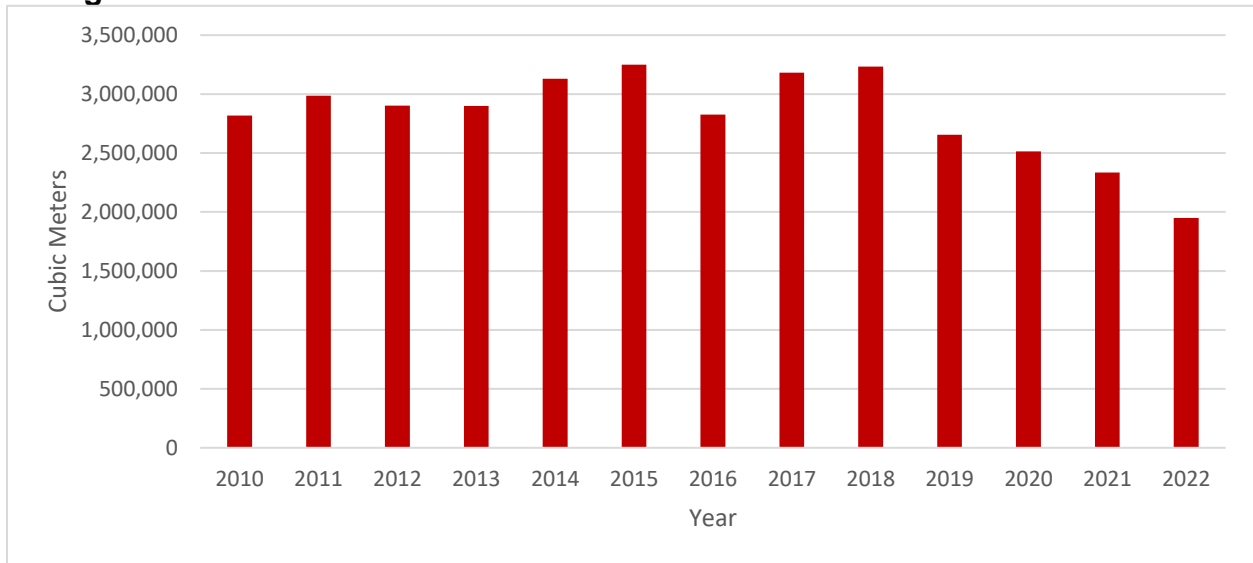
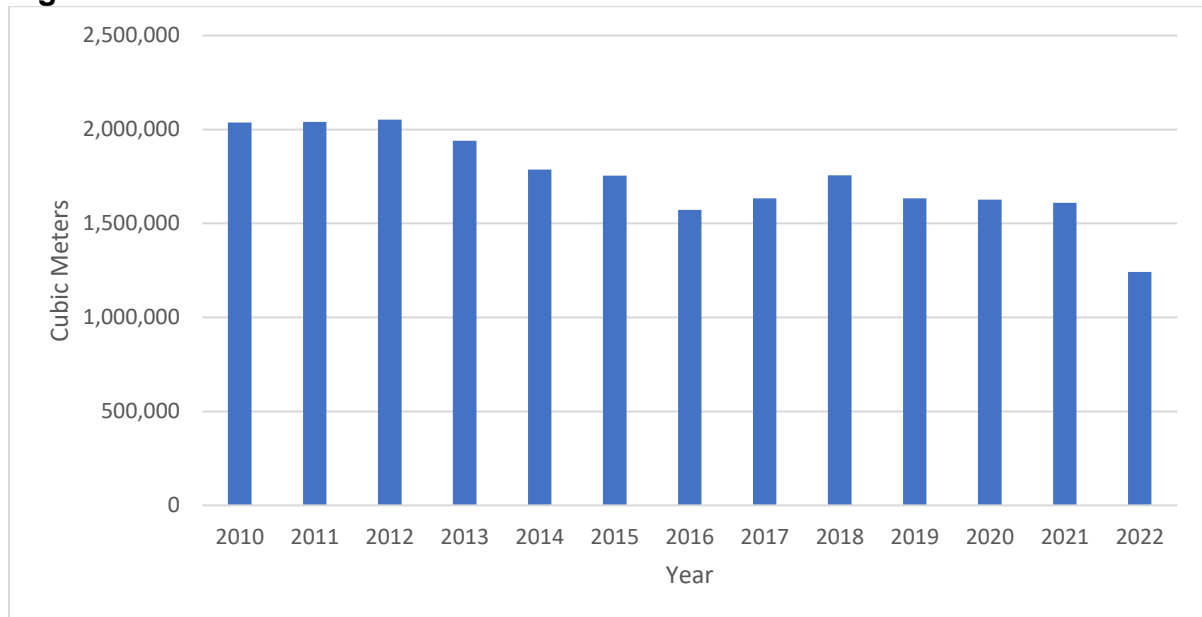
ITEM	AMOUNT	
	2021	2022 (to date)
<b>Distribution Samples</b>		
Bacteriological (approx.)	412	332
Operational (free chlorine)	2244	634 (does not include non-routine sampling)
Adverse Samples	2	1 (+2 in Sherkston)
<b>Lead Samples</b>		
Distribution – Alkalinity and pH	8	4
Distribution – Lead (Exempt from plumbing sampling as of Dec/09)	0	0
Sample results > 10 ppb	0	0
<b>Watermain breaks</b>	10	22

A summary of the 2021 and 2022 operational performance indicators (OPI) are provided in Table 2 below. Targets and OPIs are periodically reviewed to make sure they reflect all of the efforts made by staff. In 2021, staffing changes and the COVID pandemic interrupted much of the routine maintenance work normally conducted. There were 10 watermain breaks recorded in 2021 and 21 so far in 2022.

**Table 2: PCDS Maintenance and Operational Performance Indicators (OPI)**

Maintenance Activity	Target/OPI	Status 2021	Status 2022 (to date)
Watermain Breaks	Meet response times in SOP	10	21
Valve Exercising, Inspections	25% annually/< 5 inoperable	271 valves of 1193=23%	302 Valves of 1193= 25%
Hydrant Inspections	100% annually/< 5 inoperable	648 Hydrants inspected 100%	392 Hydrants of 634= 61% to date
Winter Hydrant Inspection	2 inspections (Nov 1-Dec 31 and Jan 1-Apr 1)/0 frozen	435	643 to date
Fire flow testing	100% Completed over ten (10) yrs/<2 out of service, marked within 60 days	4	6 to date. Fire flow project to commence Nov 14
Curb stop/curb box repairs	Repair < 2 weeks	4	44
Emergency service repairs	Meet response times in Watermain Break SOP	-	-
Inspect bulk water stations	Annual/< 2 service disruptions	Part of routine sampling as required	Part of routine sampling as required
Dead end flushing	Weekly, May-Oct, autoflush stations/0 AWQIs, <10 complaints	431	459
Backflow inspections	Annually or as required/<40% failure	13	14

Total water purchased from the Region's Port Colborne Water Treatment Plant decreased in 2021, falling by 7% from 2,515,060 m<sup>3</sup> in 2020 to 2,335,980 m<sup>3</sup> in 2021(Figure 1, Table 3). The volume of water sold to the City's customers only experienced a 1% decrease (1,625,882 m<sup>3</sup> in 2020 vs. 1,607,686 m<sup>3</sup> in 2021) (Figure 2, Table 3).

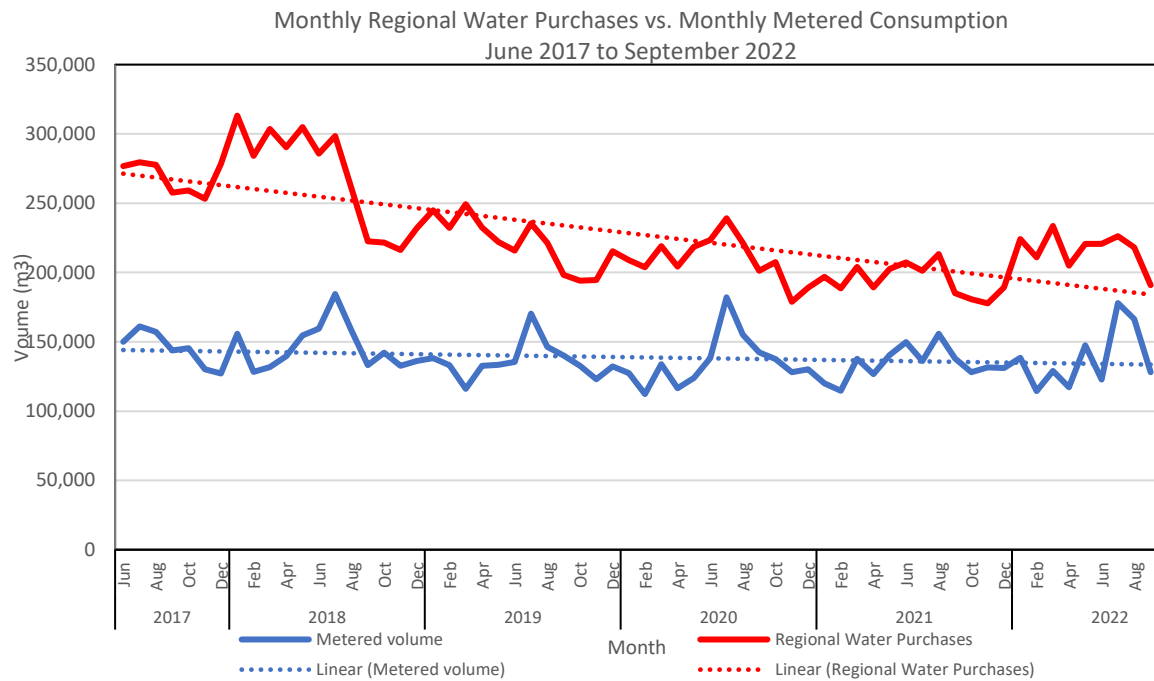
**Figure 1: Annual Water Purchases since 2010****Figure 2: Annual Water Sales since 2010**

Since obtaining the ability to read all the water meters in the City monthly, we have tracked actual metered volumes against monthly purchases from the Region. Figure 3 below compares the monthly metered volumes from June 2017 to September 2022. There is generally a good correlation between the amount of water purchased vs. the amount of water metered.

What is most encouraging is the fact that the monthly trend between purchased and metered is narrowing and that, overall, monthly purchases from the Region have been declining while monthly metered volumes have remained relatively stable. This

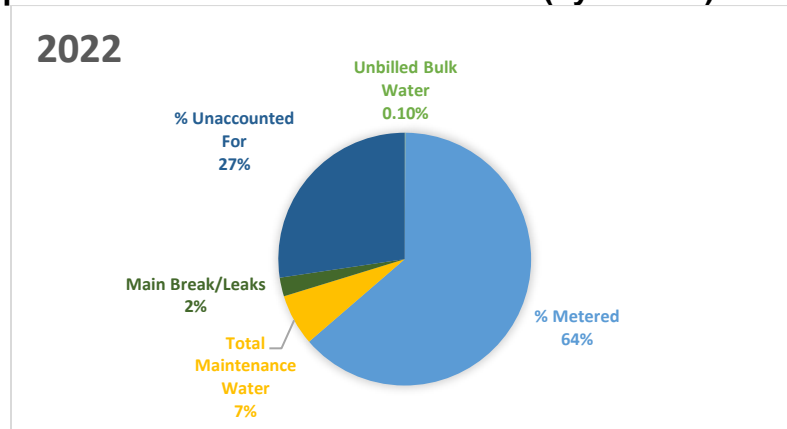
decrease in purchases from the Region is due in part to the efforts by the Public Works Department to not only find and repair any watermain breaks in a timely fashion, but to also take a conservative, prudent approach to maintenance flushing activities.

**Figure 3: Monthly Purchased Volume vs. Monthly Metered Consumption - June 2017 to September 2022**



In 2019, staff started to track all sources of unbilled water. There is some difficulty in collecting this data since water loss due to main breaks or other maintenance activities can be challenging to estimate. In 2022 to date, the unaccounted water is at 27% (Figure 4). Unfortunately, in 2021 due to staffing shortages and challenges with the ongoing pandemic, this data was not consistently collected.

**Figure 4: Proportion of Billed vs. Unbilled Water (by source) – 2022**



In 2022, maintenance flushing activities have used the greatest amount of unbilled accounted for water (Table 3). This is due in part to more frequent flushing activities during the summer months to maintain chlorine above our operational standards.

The commitment to tracking water usage will not only allow staff to accurately calculate the annual volume of unaccounted for water but will also allow the impact of watermain renewal to be assessed. The unfortunate reality of aging infrastructure is that watermain breaks will increase in frequency, and thus more water will be lost. Optimizing flushing programs will also assist in decreasing water use. Additionally, staff have been completing leak detection programs to proactively locate and repair watermain breaks before they reach the surface.

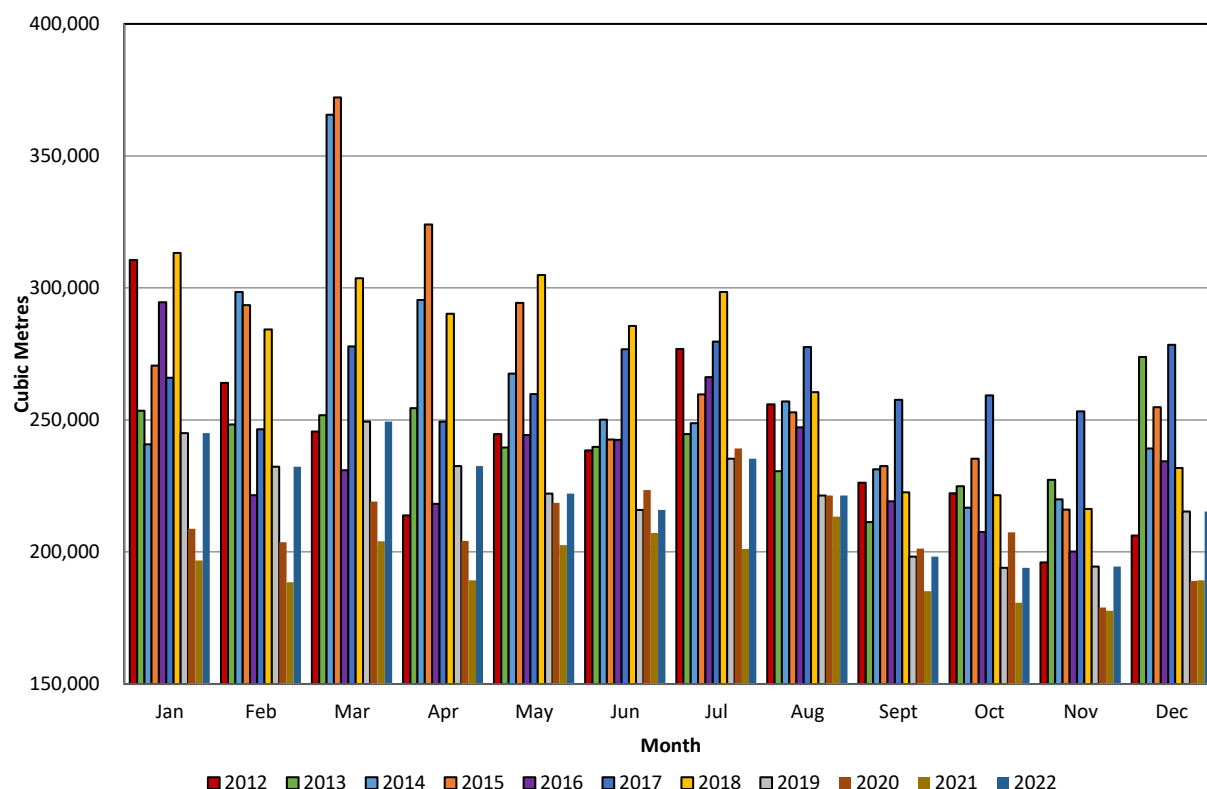
**Table 3: Breakdown of Billed and Unbilled Water Volumes – 2019 vs 2020 vs 2021 (to Aug 31)**

		2020	2021	2022 (to date)
<b>Purchased</b>	<b>Purchased volume</b>	2,515,060	2,335,980	1,950,190
<b>Billed</b>	<b>Metered volume</b>	1,625,882	1,607,686	1,239,797
<b>Unbilled</b>	<b>Unbilled Bulk Water</b>	1,509	1,884	1,886
	<b>Maintenance Water</b>	49,291.50	-	128,349
	<b>Main Break/Post Repair Flushing</b>	146,523.50	-	46,765
	<b>Service Leaks</b>	-	-	-
	<b>Fire Suppression</b>	4,500	-	-
	<b>Unaccounted for Water</b>	691,403.99	726,410	533,393

Figure 5 illustrates the unique Port Colborne consumption trend, which almost always sees the City using more water in the first quarter of the year, as opposed to all other municipalities in Niagara which use more water in the warmer summer months. Region and City staff are unclear as to why this trend occurs in Port Colborne. Although in 2022 so far the water volumes fluctuate more over the year than they have in the past.

**Figure 5: Volume of Water Purchased from RMON each Month - Jan 2012 to Aug 2021**

Monthly Water Volumes Purchased from Niagara Region



#### h. Raw Water Supply and Water Quality Trends

The Regional Municipality of Niagara (Region) supplies all drinking water to the PCDS, and as such, is responsible for all testing of the raw water supply (Welland Canal). Results of the testing are provided annually to the City in the Region's annual report.

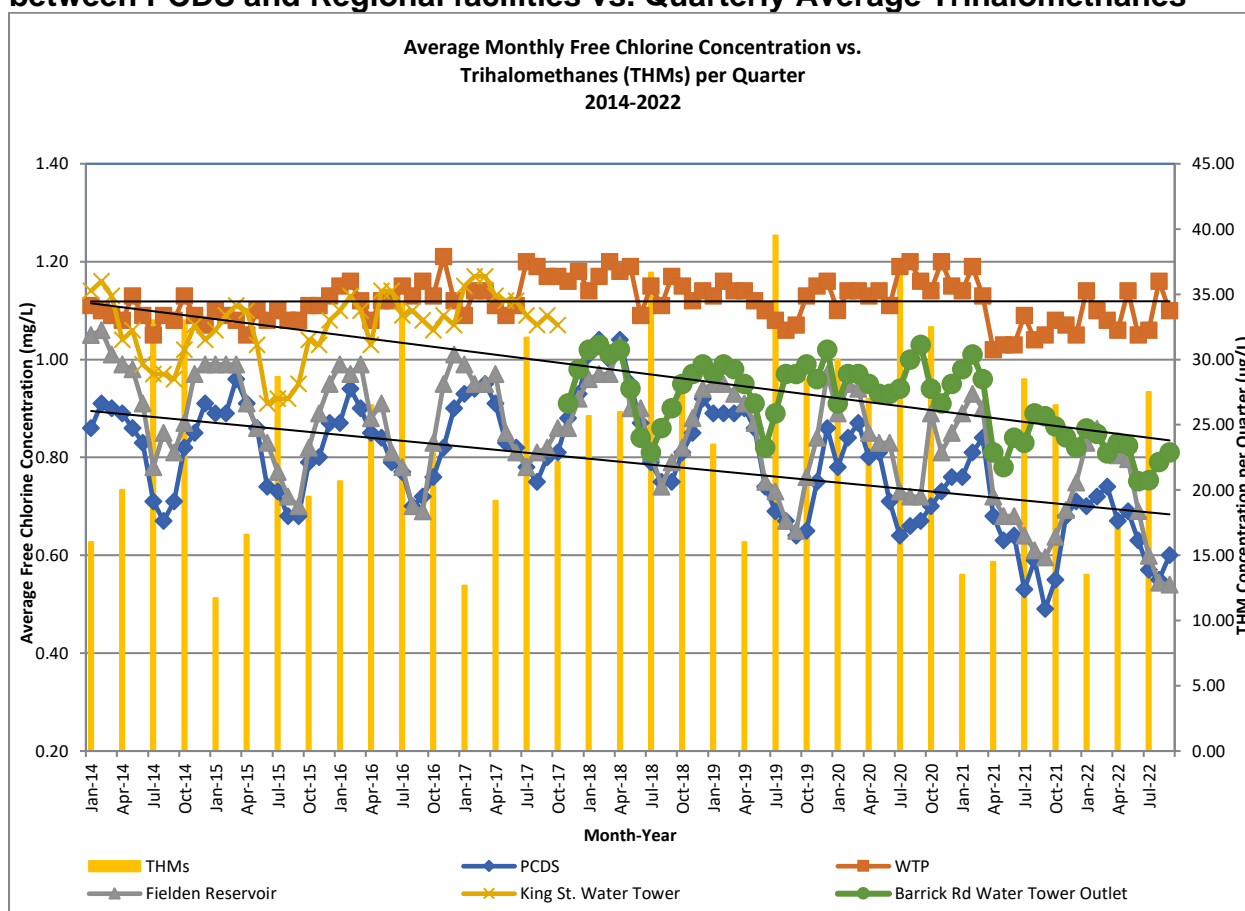
Within the PCDS, the City is required to collect samples on a routine basis and evaluate them for a number of parameters. Microbiological samples, in addition to free chlorine samples are the best indicators of water quality trends within the PCDS. As indicated in Table 1 and detailed in section b. above, there were a total of 2 adverse samples in 2021 and 3 in 2022 so far (2 were for Sherkston Community Centre – small drinking water system).

Figure 6 below illustrates the average monthly free chlorine concentrations within the PCDS, compared to the average monthly free chlorine concentrations exiting the Water Treatment Plant (WTP), Fielden Avenue Reservoir (Reservoir) and Water Tower (King Street 2014-Oct 2017, Barrick Road Oct 2017-present) (data provided by Region staff).



As expected, free chlorine concentrations in the PCDS are lower than those exiting the WTP, the Reservoir and Water Tower; although free chlorine concentrations leaving the Barrick Road Water Tower are closer to the PCDS concentrations than the King Street Water Tower concentrations were. Additionally, the relationship between warmer months and chlorine levels can be clearly observed, with free chlorine levels declining during the warmer months. In April 2021 a decline in FAC was noticeable leaving the WTP averaging just above 1.00 mg/L, which appears to be linked to the drop in FAC in the Fielden Reservoir and PCDS. This trend was again observed at the end of the summer in 2022. This issue is being closely monitored by staff and discussions are ongoing with Niagara Region staff. As a result of these discussions, the Region is targeting an increase in chlorine at the water tower and will be reviewing chlorine usage through a seasonal lens and potentially increasing it more in the summer as needed.

**Figure 6: 2014-2021 Average Monthly Free Chlorine Concentration Comparison between PCDS and Regional facilities vs. Quarterly Average Trihalomethanes**



Quarterly trihalomethanes (THM) in 2021 were lower than the levels observed in 2020. Overall, average THM concentrations have remained relatively stable since 2013 (Table 4).

**Table 4: Average Annual Trihalomethanes Concentrations – 2009-2022**

Year	Average Trihalomethanes (µg/L)
2009	31.00
2010	25.25
2011	7.50
2012	16.75
2013	26.00
2014	25.50
2015	19.12
2016	26.08
2017	22.30
2018	29.04
2019	26.88
2020	31.50
2021	20.75
2022	19.67

The City began sampling for Haloacetic Acids (HAAs), as required by the regulation, on a quarterly basis in 2017. The City is required to begin reporting results in January 2020. HAAs have remained far below the Ministry's maximum acceptable concentration of 0.08 mg/L (or 80 µg/L) in 2021 and 2022. These results indicate that HAAs are not going to be a water quality issue in the distribution system.

#### i. Follow up on Action Items from Previous Management Reviews

##### Action Items:

- Water loss calculations and assumptions need to be firmed up
  - STATUS: spreadsheet to estimate water loss for flushing activities and main breaks has been created
- Operation Performance Indicators need to be set and tracked for long term tracking.
  - Citywide is now being used to track many operational activities. Staff are looking at continual improvement and trying to automate OPI tracking. Indicators are also being reviewed to make sure they best reflect the efforts of staff.
- Sampling SOP - It was asked if the City's sampling procedure included instructions on how to check the sample bottle to ensure it was "good" before using it to collect a sample. Staff indicated they would check the procedure and incorporate if the procedure didn't contain that information
  - STATUS: This will be included in the update to O&M Manual procedures

- Reagent storage/disposal – It was discussed that a process for reagent storage/disposal will be created to ensure expired standards and reagents won't be used during watermain commissioning, and it was suggested that there may be an opportunity to set up automatic notifications regarding expiry dates.
  - STATUS: Calendar reminders have been set for the QMS rep to check expiration dates.
- Region communication in event of shutdown of Region facility – outcome of the 2017 mock emergency. The City was concerned that the Region does not notify the City of all outages/upsets at Region facilities. While it is true that the majority of system outages/upsets at Regional facilities will have little to no impact on the City's distribution system, knowing the status of the Regional facilities in the event of a distribution system incident and/or emergency would only assist the City and the Region in providing the highest quality drinking water and customer service to our residents – as drinking water is shared responsibility. Director was to discuss with Region's leadership team
  - STATUS: In the event of an emergency, Region QMS staff indicated they would inform City staff, but Director level conversation could occur.
- Leak detection on Region's trunk watermain – the Region does not do active leak detection on their trunk watermain, however, it has been indicated that there is an appetite to pursue program(s).
  - STATUS: Ongoing
- Asset Management Planning Regulation – O. Reg. 588/17 came into force on January 1, 2018.
  - STATUS: Ongoing. INS not yet complete.
- QMS Standard Operating Procedures - Councillor Wells to investigate possible on-line method to access DWQMS SOPs that are referenced in the Operational Plan. Councillors don't have access to IBM Notes, so are unable to access the Quality Management System database, and the files are too large to email out. It was discussed if there was a secure online tool that the Councillors could access to view the procedures.
  - STATUS: IBM Notes will no longer be supported. Looking at web option for Operational Plan using the Sharepoint platform.
- It was discussed that when buildings are demolished, that the Utilities group needs to be kept in the loop to ensure that the water service and sewer lateral are correctly decommissioned to ensure the service is not leaking and that the sewer lateral is not allowing infiltration into the wastewater collection system.
  - STATUS: Still in progress. Meetings with Building Staff have been underway to finalize a process. CityWide may be a tool that can help facilitate the process and data tracking.

#### j. Status of Management Action Items Identified Between Reviews

There were no Management Action Items identified since the previous management review.

#### k. Changes That Could Affect the QMS or the PCDS

- *Sanitary and Storm Sewer Design Criteria and Wastewater Collection Environmental Compliance Approvals (ECAs)*  
Port Colborne has received their Consolidated Linear Infrastructure ECA for the stormwater system and is pending approval of the sanitary CLI-ECA. There will be significant effort required to comply with the new ECA requirements and this has been accounted for within the budget requests.

#### l. Consumer Feedback

There were 19 complaints received in 2021. The majority of the complaints were related to dirty water and most were a result of the Region exercising valves. After running the water, the issue was resolved and all water that was tested was well within the acceptable parameters.

So far in 2022, 7 complaints have been received. Three were related to dirty water, which was a result in watermain breaks in the area and the others were low pressure or a leak due to private plumbing issues.

#### m. Resources Needed to Maintain the QMS

The Public Works department recently underwent a reorganization. Staffing resources will be reevaluated once the team has had time to adjust to any change in responsibilities.

#### n. Results of Infrastructure Review

The Infrastructure Review must be completed once every calendar year. The last Infrastructure review was completed in December 2021 and the next one is planned for early December 2022. Currently the Erie St watermain construction is underway and near completion. The Infrastructure Needs Study and Asset Management Plan will assist with capital planning.

#### o. Operational Plan Currency, Content and Updates

The Operational Plan has been updated to reflect the organization and staff changes and updated with the new logo. The Operational Plan will need to be endorsed by the new Council in 2023.

#### p. Staff Suggestions

Staff suggestions, where applicable, are captured under the Corrective Action Logs with Source identified as “other.”

q. New or Other Business

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To be determined during the meeting.

r. Next Scheduled Review

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The next Management Review will be scheduled for October 2023.

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

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

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



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

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

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

Document No: QMS-OPA3	Revision Date: April 22, 2019	Revision No: 7
Filename: QMS-OPA3.docx		Page 3 of 3



## Nonconformance and Corrective Action Log

Date (mm/dd/yy)	CAR Number	Source (IA, EA, MOE, NonC, AWQI, Mtr, Other)	NC or OFI	Element	Description	Root Cause (NG only)	Corrective/Preventive Action	Assigned to	Due Date (mm/dd/yy)
10/19/2021		IA	OFI		Complete the latest Subject System Description Form in Schedule "C" of the updated Director's Directions and include it within the Operational Plan.				
10/19/2021		IA	OFI		Consider placing the text of the QMS policy commitments on the water webpage (addressing AQQA requirements as well).		working with Communications are re-writing QMS Policy for AQQA - Q42022		
10/19/2021		IA	OFI		Consider adding O. Reg. 170/03 15-year records (e.g. AWQI corrective actions) and DWWP-related records (Form 1's and 2's) to the Legislated Record Retention Times (10-year records, as tracked with projects).		completed in draft OP and added to OP database (Lotus Notes)		
10/19/2021		IA	OFI		Consider more clearly describing the procedures for reporting and recording deviations from Critical Control Limits and linking these to Table 8.1		will review during RA in 2022		
10/19/2021		IA	OFI		Consider establishing formal checklist for onboarding staff with new hires (e.g. to develop competencies regarding the Port Colborne Distribution System, related processes and procedures, computer programs used, etc.). Consider including staff training on the Emergency Preparedness Plan in the new staff orientation program.		HR to assist. 2023.		
2021-11-08		EA	OFI		Ensure Non-conformance Action Reports are generated for Action Items identified during the 2021 Management Review.		added in. will add in 2022 action items moving forward		
2021-10-04		Mtg	OFI		Management meeting actions: SOP for vacation and other absences - created for ORO and designate		created procedure QMS-SOP11-2 for designation of ORO and OIC and backup when needed		
2022-05-05	ICAR 2022-01	Other	NC		Samples were not placed out front to be picked up. We were still able to meet sample requirements, but it could have turned into a non-compliance if not	poor communication between staff who had planned absences and no one knew to put samples out for pickup.	better communication with vacation calendar, front desk clerks now know where samples are kept and who to ask when delivery person comes by.	Tommy P	5-31-22
01-Sep-22	ICAR 2022-02	NonC	NC		lead sampling was missed for winter season.	the sample date was scheduled ended up being an excessive snow event, operators were out plowing, split shift because of COVID precaution and debriefing after 8 watermain break events previous week.	calendar reminders put into outlook calendars, year at a glance plan and meeting with all operators every January planned	CB	09-31-2022
					**action items from internal audit, management review 2022, watermain break debrief, RA7				



## Drinking Water Quality Management System Review November 4, 2022

### The following were in attendance:

Darlene Suddard, Councillor Harry Wells, Steve Shyposwkyj, Tommy Peazel, Joe Colasurdo

**Regrets:** Councillor Gary Bruno

Items	Actions/Deadline
<b>1. Overview of purpose and outcomes of annual Management Review</b>	
Cassandra provided an overview of the Management Review, indicating that the main purpose is to provide Management with appropriate and sufficient data to make decisions regarding the Quality Management System.  This Management Review covered the period from September 1, 2021 to October 31, 2022.	
<b>2. Management Review - Items to be discussed.</b>	
Attendees were provided with a summary of the items required to be discussed, as specified by the DWQMS, prior to the meeting date. Action items are included below.	
<i>a) Incidents of Regulatory Non-Compliance</i>  Missed lead sample was discussed	
<i>b) Incidents of Adverse Drinking Water Tests</i>  Overview was provided at the meeting.	
<i>c) Deviations from critical control point limits and response actions</i>  Overview was provided. No concerns.	
<i>d) 2021 Risk Assessment</i> Last year's Risk Assessment was discussed. Full Risk Assessment meeting is scheduled in November, before end of year 3.	
<i>e) Results of Internal and Third Party Audits</i>	

Items	Actions/Deadline
Discussed. External audit in November and re-accreditation in December.	
<p>f) <i>Results of relevant emergency response testing</i></p> <p>- watermain break debrief from January 2022 was our emergency response test.</p>	
<p>g) <i>Operational Performance</i></p> <p>Discussed hydrants that will measure pressure transients, and leaks.          Might be interesting to see figure 3 graph with 2017 dropped off. See more recent trendline          Backflow parameter – adding backflow into new water bylaw update that will be initiated before end of year</p>	
h) <i>Raw Water Supply and Water Quality Trends</i>	
i) <i>Follow up on action items from previous management reviews</i>	
<p>Action Items:</p> <ul style="list-style-type: none"> <li>▪ Water loss calculations and assumptions need to be firmed up             <ul style="list-style-type: none"> <li>○ STATUS: spreadsheet to estimate water loss for flushing activities and main breaks has been created</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>▪ Operation Performance Indicators need to be set and tracked for long term tracking.             <ul style="list-style-type: none"> <li>○ Citywide is now being used to track many operational activities. Staff are looking at continual improvement and trying to automate OPI tracking. Indicators are also being reviewed to make sure they best reflect the efforts of staff.</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>▪ Sampling SOP - It was asked if the City's sampling procedure included instructions on how to check the sample bottle to ensure it was "good" before using it to collect a sample. Staff indicated they would check the procedure and incorporate if the procedure didn't contain that information</li> <li>○ STATUS: This will be included in the update to O&amp;M Manual procedures</li> </ul>	

Items	Actions/Deadline
<ul style="list-style-type: none"> <li>▪ Reagent storage/disposal – It was discussed that a process for reagent storage/disposal will be created to ensure expired standards and reagents won't be used during watermain commissioning, and it was suggested that there may be an opportunity to set up automatic notifications regarding expiry dates.               <ul style="list-style-type: none"> <li>○ STATUS: Calendar reminders have been set for the QMS rep to check expiration date</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>▪ Region communication in event of shutdown of Region facility – outcome of the 2017 mock emergency. The City was concerned that the Region does not notify the City of all outages/upsets at Region facilities. While it is true that the majority of system outages/upsets at Regional facilities will have little to no impact on the City's distribution system, knowing the status of the Regional facilities in the event of a distribution system incident and/or emergency would only assist the City and the Region in providing the highest quality drinking water and customer service to our residents – as drinking water is shared responsibility. Director was to discuss with Region's leadership team               <ul style="list-style-type: none"> <li>○ STATUS:</li> <li>○ In the event of an emergency, Region QMS staff indicated they would inform City staff</li> <li>○ Waterloss committee may be avenue to discuss further</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>▪ Frozen Water Services Hotline – repurposing as a hotline where residents could call to listen to a recorded message and receive information during a water emergency – number would be provided in all advisories and communications. Monitoring evolution of the customer service position(s) to determine if hotline is still required.               <ul style="list-style-type: none"> <li>○ STATUS: this is discontinued. Information was provided to public and customer service</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>▪ Alternative "local" chemical laboratories - There are no local chemical labs approved by the Ministry for drinking water analyses. The Region has an agreement with a laboratory in Waterloo, and has a key and code to access the laboratory in order to drop off samples 24/7, and they have pricing for 24/7 analysis in the event of an emergency. Investigate more alternative laboratories for the City and discuss emergency sampling with the current laboratories.               <ul style="list-style-type: none"> <li>○ STATUS: some discussions with other local municipalities, for now lab needs are met and some diversification with other Niagara municipalities might be best fit.</li> </ul> </li> </ul>	

Items	Actions/Deadline
<ul style="list-style-type: none"> <li>Leak detection on Region's trunk watermain – the Region does not do active leak detection on their trunk watermain, however, it has been indicated that there is an appetite to pursue program(s).               <ul style="list-style-type: none"> <li>STATUS: Ongoing</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>Asset Management Planning Regulation – O. Reg. 588/17 came into force on January 1, 2018.               <ul style="list-style-type: none"> <li>STATUS: Ongoing. INS not yet complete.</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>QMS Standard Operating Procedures - Councillor Wells to investigate possible on-line method to access DWQMS SOPs that are referenced in the Operational Plan. Councillors don't have access to IBM Notes, so are unable to access the Quality Management System database, and the files are too large to email out. It was discussed if there was a secure online tool that the Councillors could access to view the procedures.               <ul style="list-style-type: none"> <li>STATUS: IBM Notes will no longer be supported. Looking at web option for Operational Plan using the Sharepoint platform.</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>It was discussed that when buildings are demolished, that the Utilities group needs to be kept in the loop to ensure that the water service and sewer lateral are correctly decommissioned to ensure the service is not leaking and that the sewer lateral is not allowing infiltration into the wastewater collection system.               <ul style="list-style-type: none"> <li>STATUS: Meetings with Building Staff have been underway and process has been firmed up</li> </ul> </li> </ul>	
<p>j) <i>Status of management action items identified between reviews</i></p> <p>None.</p>	
<p>k) <i>Changes that could affect the QMS or the PCDS</i></p> <p>Storm CLI-ECA approved. Sani CLI-ECA expected before end of the year.</p>	
<p>l) <i>Consumer Feedback</i></p> <p>-most related to taste and were resolved once Operator was there and testing came back within acceptable parameters.</p>	
<p>m) <i>Resources Needed to maintain the QMS</i></p> <p>- Related to new CLI-ECA and pressure on staffing</p>	
<p>n) <i>Results of Infrastructure Review</i></p> <p>-Next one will be complete in December 2022</p> <p>- Davis, Homewood and Berkely watermain are out for design. Davis will be constructed in 2023</p>	

Items	Actions/Deadline
o) <i>Operational Plan Currency, Content and Updates</i> -revision coming to Council in the new year with a new council for endorsement	
p) Staff suggestions None at this time.	
<b>3. Round Table</b>	
None	
<b>4. Next Scheduled Review</b> The Next Management Review will be scheduled for Fall 2023	



**Ministry of the Environment,  
Conservation and Parks**

Drinking Water and Environmental  
Compliance Division, West Central Region  
Niagara District Office  
9<sup>th</sup> Floor, Suite 15  
301 St. Paul Street  
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Tel.: 905-704-3900  
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**Ministère de l'Environnement de la Protection de  
la nature et des Parcs**

Division de la conformité en matière d'eau potable  
et d'environnement  
Direction régionale du Centre-Ouest  
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1-800-263-1035  
Télééc.: 905-704-4015

Wednesday, January 4, 2023

SI NI PC 540 – 2022-23  
DWS# 260001643

Cassandra Banting  
Environmental Compliance Supervisor  
City of Port Colborne  
1 Killaly St W  
Port Colborne, ON  
[Cassandra.Banting@portcolborne.ca](mailto:Cassandra.Banting@portcolborne.ca)

**Re: MECP Inspection - Port Colborne Distribution System (DWS# 260001643)**

Dear Mrs. Banting,

Please find the enclosed copy of the inspection report 1-106749545 for the Port Colborne Distribution System completed under the Ministry's focused inspection protocol to assess compliance with Safe Drinking Water legislation. The report is based on conditions encountered at the time of inspection, and subsequent follow-up.

If applicable, any items with found within the section entitled "Non-Compliance/Non-Conformance Items" which have sections under legislative requirements outline non-compliance with regulatory requirements contained within an Act, a Regulation, or site-specific approvals, licenses, permits, orders, or guidelines. Please ensure that the required actions are completed within the prescribed timeframe, if applicable.

The items with "Not Applicable" legislative requirements provide information to the owner or operating authority outlining practices or standards established through existing and emerging industry standards that should be considered in order to advance current efforts. These items do not, in themselves, constitute violations. More recommendations may also be provided within the body of the report.

In order to measure individual inspection results, the Ministry has established an inspection compliance risk framework based on the principles of the Inspection, Investigation & Enforcement (II&E) Secretariat and advice of internal/external risk experts. The Inspection

Summary Rating Record (IRR), included as an Appendix of the inspection report, provides the Ministry, the system owner and the local Public Health Units with a summarized quantitative measure of the drinking water system's annual inspection and regulated water quality testing performance. IRR ratings are published (for the previous inspection year) in the Ministry's Chief Drinking Water Inspectors' Annual Report. Please note, the IRR will be sent separately and prior to any public release (typically within 1-2 month of the completion of the inspection).

Thank you for your time and assistance during the inspection process. If you have any questions or concerns, do not hesitate to contact me or Elizabeth Chee Sing, Water Compliance Supervisor, West Central Region at 519-400-6731 or [Elizabeth.cheesing@ontario.ca](mailto:Elizabeth.cheesing@ontario.ca).

Sincerely,



Sylvain Campbell, P. Eng.  
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Cc: Steve Shypowskyj – Director of Public Works - City of Port Colborne  
Darlene Suddard - Manager of Water/Wastewater - City of Port Colborne  
Tommy Peazel - ORO - City of Port Colborne  
Glen Hudgin - Niagara Region Public Health Unit  
Peter Jekel - Niagara Region Public Health Unit  
Leilani Lee-Yates - Niagara Peninsula Conservation Authority  
Thomas Proks - Niagara Peninsula Conservation Authority  
Elizabeth Chee Sing – Water Compliance Supervisor - MECP  
MECP Niagara District File





PORT COLBORNE DISTRIBUTION SYSTEM  
1 KILLALY ST W, PORT COLBORNE, ON, L3K 6H1  
**Inspection Report**

System Number: 260001643  
Entity: CORPORATION OF THE CITY OF  
PORT COLBORNE  
Inspection Start Date: 12/13/2022  
Inspection End Date: 01/03/2023  
Inspected By: Sylvain Campbell  
Badge #: 1278  
Inspected By: Ivanna Okroukh  
Badge #: 2048



(signature)

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## TABLE OF CONTENTS

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**Cover Letter**

**Non-Compliance/Non-Conformance Items** 2

**Inspection Details** 5

### **APPENDICES**

**APPENDIX A: Stakeholder Appendix**

**APPENDIX B: Inspection Rating Record (IRR)**

## **NON-COMPLIANCE/NON-CONFORMANCE ITEMS**

The following item(s) have been identified as non-compliance/non-conformance, based on a "No" response captured for a legislative or best management practice (BMP) question (s), respectively.

### **Question Group: Operations Manuals**

Question ID	MRDW1060000	Question Type	Legislative
<b>Question:</b> Do the operations and maintenance manuals meet the requirements of the DWWP and MDWL issued under Part V of the SDWA?			
<b>Legislative Requirement</b> SDWA   31   (1);			
<b>Observation/Corrective Action(s)</b> <p>The operations and maintenance manuals did not meet the requirements of the Drinking Water Works Permit and Municipal Drinking Water Licence issued under Part V of the SDWA.</p> <p>Although the operations and maintenance manual content met the requirements of Condition 16.2 of Schedule B of the Licence, some Standard Operating Procedures were over 10 years old and contained information which is no longer valid. The manual did not meet the criteria of Condition 16.1 of Schedule B of the Licence as it was not up-to-date:</p> <p>16.1 - An up-to-date operations and maintenance manual or manuals shall be maintained and applicable parts of the manual or manuals shall be made available for reference to all persons responsible for all or part of the operation or maintenance of the drinking water system.</p> <p>This is a contravention of Item 31 (1) (b) of the Safe Drinking Water Act which stipulates:</p> <p>31 (1) No person shall,  (b) use or operate a municipal drinking water system that was established before or after this section comes into force except under the authority of and in accordance with an approval under this Part or municipal drinking water licence.</p> <p>By August 31, 2023, the City of Port Colborne shall arrange to submit an updated copy of the Port Colborne DS operations and maintenance manual and a list of personnel who reviewed the updated manual to a Water Inspector of the Ministry's Niagara District Office.</p>			

**Question Group:** Other Inspection Findings

Question ID	MRDW1115001	Question Type	Legislative
<b>Question:</b> Were the inspection questions sufficient to address other non-compliance items identified during the inspection period?			
<b>Legislative Requirement</b>	Not Applicable		
<b>Observation/Corrective Action(s)</b> The following instance(s) of non-compliance were also noted during the inspection:  The City is exempt from taking samples in plumbing under Schedule 15.1-5 (9) of O. Reg. 170/03. Although they took the four alkalinity samples during the sampling sessions, the City did not take the required lead samples during the winter 2021-22 sampling session. This was a contravention of item (b) of Schedule 15.1-5 (10) of O. Reg. 170/03. which states:  15.1-5 (10) When the requirements for taking samples set out in clauses (3) (a) and (b) and subsection (8) cease to apply under subsection (9) to a drinking water system, the owner of the drinking water system and the operating authority for the system shall ensure that samples are taken as described in clause (3) (c), in accordance with subsection 15.1-7 (2), (b) to test for lead during each of the periods described in subsection (5) in every third 12-month period.  The day the sampling was scheduled was an excessive snow event (30cm of snow) and there was also a debriefing from previous eight watermain breaks from the week prior.  The City retrained the operators on the lead sampling requirements. In addition to printing monthly sample schedules, lead sampling requirements were added to an electronic calendar accessible to the operators. No further action was required.			

Question ID	MRDW1116001	Question Type	BMP
<b>Question:</b> Were the inspection questions sufficient to address other identified best practice issues?			
Legislative Requirement	Not Applicable		
<b>Observation/Corrective Action(s)</b>			
The following issues were also noted during the inspection:  1- The City used WaterTrax to submit microbiological sample results and FCR entries.			

There were missing results and conflicting information in the first submission.  
The City corrected the situation and agreed to submit a plan to prevent reoccurrences by May 31, 2023.

- 2 - The City of Port Colborne is required to follow the requirements of the updated Watermain Disinfection Procedure, August 2020. The updated procedure changed the way the categories of breaks are determined. All breaks are now considered Category 2 unless the Operator-In-Charge (OIC) reclassifies them as Category 1 and no issues occur after the reclassification. The City's form is still based on the 2015 procedure in which breaks were classified by the OIC as Category 1 and 2 and re-classified as needed. The City is encouraged to modify the watermain break record form to be more in-line with the 2020 procedure. The City is also encouraged to set up a process to ensure that all documentation required for new watermains (WDP Section 3.1) is easy to review.
- 3 - The City experienced eight watermain breaks between January 23 and 24, 2022. The City's personnel may wish to consider discussing with personnel from the Port Colborne Water Treatment Plant to determine if steps could be taken to prevent series of breaks during cold weather in the future.

## INSPECTION DETAILS

This section includes all questions that were assessed during the inspection.

**Ministry Program:** DRINKING WATER | **Regulated Activity:**

Question ID	MRDW1001001	Question Type	Information
<b>Question:</b>			
What was the scope of this inspection?			
<b>Legislative Requirement</b>	Not Applicable		
<b>Observation</b>			
<p>The primary focus of this inspection is to confirm compliance with Ministry of the Environment, Conservation and Parks (MECP) legislation as well as evaluating conformance with ministry drinking water policies and guidelines during the inspection period. The ministry utilizes a comprehensive, multi-barrier approach in the inspection of water systems that focuses on the source, treatment, and distribution components as well as management practices.</p> <p>This drinking water system is subject to the legislative requirements of the Safe Drinking Water Act, 2002 (SDWA) and regulations made therein, including Ontario Regulation 170/03, "Drinking Water Systems" (O. Reg. 170/03). This inspection has been conducted pursuant to Section 81 of the SDWA.</p> <p>This inspection report does not suggest that all applicable legislation and regulations were evaluated. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.</p> <p>On December 13, 2022, Inspector Sylvain Campbell conducted a remote announced inspection of the Port Colborne Distribution System (DS), DWS # 260001643. The Corporation of the City of Port Colborne is the Owner and Operator of the Port Colborne DS, which serves approximately 16,000 residents.</p> <p>The inspection period covered November 1, 2021, to November 30, 2022.</p> <p>The system is a stand-alone Class 1 distribution system and obtains water from the Regional Municipality of Niagara's Port Colborne Drinking Water System, DWS # 220002075. The distribution system is approximately 114 km in length, and the watermains are constructed of approximately 69 km of PVC and 36 km of cast iron, with the remaining 11 km being a combination of ductile iron, asbestos cement, and steel. There are approximately 1827 valves and 638 fire hydrants located throughout the system.</p>			

<b>Question ID</b>	MRDW1000001	<b>Question Type</b>	Information
<b>Question:</b> Does this drinking water system provide primary disinfection?			
<b>Legislative Requirement</b>	Not Applicable		
<b>Observation</b>			
<p>This Drinking Water System provides for only secondary disinfection and distribution of water. Primary disinfection is undertaken by another regulated Drinking Water System which provides treated water to this Drinking Water System.</p> <p>The Port Colborne DS is a stand-alone, Class 1 Distribution system and obtains water from the Regional Municipality of Niagara's Port Colborne Drinking Water System, DWS # 220002075. The City of Port Colborne does not perform any secondary disinfection, as the treatment plant and outstations sufficiently chlorinate the water to meet the minimum requirements of free chlorine residual.</p>			

<b>Question ID</b>	MRDW1020001	<b>Question Type</b>	Legislative
<b>Question:</b> Is the owner/operating authority able to demonstrate that, when required during the inspection period, Form 1 documents were prepared in accordance with their Drinking Water Works Permit?			
<b>Legislative Requirement</b>	SDWA   31   (1);		
<b>Observation</b>			
<p>The owner/operating authority was in compliance with the requirement to prepare Form 1 documents as required by their Drinking Water Works Permit during the inspection period.</p> <p>Two Form 1 projects were approved and commissioned during the inspection period:</p> <ul style="list-style-type: none"> <li>- Replacement of 755m of watermain on Erie Street.</li> <li>- Meadow Heights - Stage 2 - Phase 2.</li> </ul> <p>The forms met the requirements of the DWWP. The two mains were commissioned in 2022. The new Meadow Heights watermain was integrated in the DS drawings at the time of inspection however, the Erie Street watermain was not. The City is required to integrate these new watermain in the drawings by November 1, 2023 in order to meet the requirement from Condition 3.5 of Schedule B of the DWWP which states:</p> <p>3.5 The document or file referenced in Column 1 of Table 1 of Schedule A of this drinking water works permit that sets out watermain shall be retained by the owner and shall be updated to include watermain additions, modifications, replacements and extensions within 12 months of the addition,</p>			

modification, replacement or extension.

Question ID	MRDW1114001	Question Type	Legislative
<b>Question:</b> Does the owner have evidence that, when required, all legal owners associated with the DWS were notified of the requirements of the Licence & Permit?			
Legislative Requirement	SDWA   31   (1);		
<b>Observation</b>  The owner had evidence that required notifications to all legal owners associated with the Drinking Water System had been made during the inspection period.  The City reviews the "Information for Contractors performing work on the Port Colborne Distribution System" and the "Drinking Water Quality Management System - Information and Acknowledgement for Suppliers and Contractors" with Contractors.			

Question ID	MRDW1025001	Question Type	Legislative
<b>Question:</b> Were all parts of the drinking water system that came in contact with drinking water (added, modified, replaced or extended) disinfected in accordance with a procedure listed in Schedule B of the Drinking Water Works Permit?			
<b>Legislative Requirement</b>		SDWA   31   (1);	
<b>Observation</b> All parts of the drinking water system were disinfected in accordance with a procedure listed in Schedule B of the Drinking Water Works Permit.  The City of Port Colborne has SOP# C2.4 (Standard Operating Procedure for Repair of Watermain Breaks) to document procedures on Watermain Repair/Maintenance Reports. All required information was recorded on the documents reviewed for the inspection period.  The City of Port Colborne is now required to follow the requirements of the updated Watermain Disinfection Procedure, August 2020. The updated procedure changed the way the categories of breaks are determined. Now, all breaks are considered Category 2 unless the OIC reclassifies them as Category 1 and no issues occur after the reclassification. The City's form is still based on the 2015 procedure in which breaks were classified by the OIC as Category 1 and 2 and re-classified as needed. The City is encouraged to modify the watermain break record form to be more in-line with the 2020 procedure.			



Question ID	MRDW1033001	Question Type	Legislative
<b>Question:</b> Is the secondary disinfectant residual measured as required for the large municipal residential distribution system?			
<b>Legislative Requirement</b>   SDWA   O. Reg. 170/03   7-2   (3); SDWA   O. Reg. 170/03   7-2   (4);			
<b>Observation</b> <p>The secondary disinfectant residual was measured as required for the large municipal residential distribution system.</p> <p>The City of Port Colborne monitors the free chlorine residual in the distribution system, utilizing the 4/3 option as described in Schedule 7-2(4) of O. Reg. 170/03 (i.e. at least 4 samples taken on one day of the week, at least 3 samples taken on a second day of the week, at least 48 hours apart).</p> <p>The City generally samples more locations than required, rotating sampling locations on a weekly basis in a 6-week rotation. The minimum readout reported was 0.13 mg/L at SS59 - 241 Welland Street, on December 20, 2021.</p>			

Question ID	MRDW1099001	Question Type	Information
<b>Question:</b> Do records show that all water sample results taken during the inspection review period did not exceed the values of tables 1, 2 and 3 of the Ontario Drinking Water Quality Standards (O. Reg. 169/03)?			
<b>Legislative Requirement</b>   Not Applicable			
<b>Observation</b> <p>Records did not show that all water sample results taken during the inspection review period did not exceed the values of tables 1, 2 and 3 of the Ontario Drinking Water Quality Standards (O. Reg. 169/03).</p> <p>The City of Port Colborne reported one AWQI during the inspection review period:, AWQI 158335 on May 5, 2022, Total Coliform = 1 CFU/100 mL at SS 15, FCR = 0.98 mg/L. The adverse was a provisional quality control sample contamination, which was a result of the lab contaminating one of the samples. The City was told by the laboratory to treat the test result as a Total Coliform of 1.</p> <p>All reporting requirements and corrective actions were completed as required.</p>			

Question ID	MRDW1081001	Question Type	Legislative
<b>Question:</b> For LMR systems, are all microbiological water quality monitoring requirements for distribution samples being met?			
<b>Legislative Requirement</b> SDWA   O. Reg. 170/03   10-2   (1); SDWA   O. Reg. 170/03   10-2   (2); SDWA   O. Reg. 170/03   10-2   (3);			
<b>Observation</b> All microbiological water quality monitoring requirements prescribed by legislation for distribution samples in a large municipal residential system were being met.  The City of Port Colborne is required to take at least 26 microbiological samples (testing for Total Coliform bacteria and E. Coli) per month, including at least one sample per week, as per Schedule 10 of O. Reg. 170/03. At least 25% of the samples must also be tested for Heterotrophic Plate Count (HPC).  The City generally takes eight microbiological samples per week (32 samples per month), rotating through sampling locations on a weekly basis in a 6-week rotation.  A review of sampling records indicated that the City has complied with all microbiological sampling requirements.			

Question ID	MRDW1096001	Question Type	Legislative
<b>Question:</b> Do records confirm that chlorine residual tests are being conducted at the same time and at the same location that microbiological samples are obtained?			
<b>Legislative Requirement</b> SDWA   O. Reg. 170/03   6-3   (1);			
<b>Observation</b> Records confirmed that chlorine residual tests were being conducted at the same time and at the same location that microbiological samples were obtained.			

Question ID	MRDW1086001	Question Type	Legislative
<b>Question:</b> Are all haloacetic acid water quality monitoring requirements prescribed by legislation conducted within the required frequency and at the required location?			
<b>Legislative Requirement</b> SDWA   O. Reg. 170/03   13-6.1   (1); SDWA   O. Reg. 170/03   13-6.1   (2); SDWA   O. Reg. 170/03   13-6.1   (3); SDWA   O. Reg. 170/03   13-6.1   (4); SDWA   O. Reg.			

	170/03   13-6.1   (5); SDWA   O. Reg. 170/03   13-6.1   (6);
<b>Observation</b>	
<p>All haloacetic acid water quality monitoring requirements prescribed by legislation were conducted within the required frequency and at the required location.</p> <p>Haloacetic Acid (HAA) samples were collected and tested on a quarterly basis with an annual running average of 7.7 ug/L. Samples were obtained from Fire Hydrant #0251, located on the southwest corner of Shamrock Avenue, the first available sampling point after the Barrick Elevated Tank. The Region also samples for HAAs in its distribution mains. The prescribed limit is 80 ug/L, expressed as an annual running average.</p>	

Question ID	MRDW1087001	Question Type	Legislative
<b>Question:</b>			
Have all trihalomethane water quality monitoring requirements prescribed by legislation been conducted within the required frequency and at the required location?			
<b>Legislative Requirement</b>	SDWA   O. Reg. 170/03   13-6   (1); SDWA   O. Reg. 170/03   13-6   (2); SDWA   O. Reg. 170/03   13-6   (3); SDWA   O. Reg. 170/03   13-6   (4); SDWA   O. Reg. 170/03   13-6   (5); SDWA   O. Reg. 170/03   13-6   (6);		
<b>Observation</b>			
All trihalomethane water quality monitoring requirements prescribed by legislation were conducted within the required frequency and at the required location.			
Trihalomethane (THM) samples are collected and tested on a quarterly basis from two locations in the DS. Niagara Region also tests for THMs in its distribution mains. The running annual average is currently 21.0 ug/L. The drinking water standard for THMs is 100 ug/L, expressed as a running annual average.			

Question ID	MRDW1101001	Question Type	Legislative
<b>Question:</b>			
For LMR Systems, have corrective actions (as per Schedule 17 of O. Reg. 170/03) been taken to address adverse conditions, including any other steps as directed by the Medical Officer of Health?			
Legislative Requirement	SDWA   O. Reg. 170/03   17-1; SDWA   O. Reg. 170/03   17-10   (1); SDWA   O. Reg. 170/03   17-11; SDWA   O. Reg. 170/03   17-12; SDWA   O. Reg. 170/03   17-13; SDWA   O. Reg. 170/03   17-14; SDWA   O. Reg. 170/03   17-2; SDWA   O. Reg. 170/03   17-3; SDWA   O. Reg. 170/03   17-4;		

	SDWA   O. Reg. 170/03   17-5; SDWA   O. Reg. 170/03   17-6; SDWA   O. Reg. 170/03   17-9;
<b>Observation</b>	
Corrective actions (as per Schedule 17), including any other steps that were directed by the Medical Officer of Health, had been taken to address adverse conditions.	

Question ID	MRDW1104000	Question Type	Legislative
Question: Were all required verbal notifications of adverse water quality incidents immediately provided as per O. Reg. 170/03 16-6?			
Legislative Requirement	SDWA   O. Reg. 170/03   16-6   (1); SDWA   O. Reg. 170/03   16-6   (2); SDWA   O. Reg. 170/03   16-6   (3); SDWA   O. Reg. 170/03   16-6   (3.1); SDWA   O. Reg. 170/03   16-6   (3.2); SDWA   O. Reg. 170/03   16-6   (4); SDWA   O. Reg. 170/03   16-6   (5); SDWA   O. Reg. 170/03   16-6   (6);		
Observation All required notifications of adverse water quality incidents were immediately provided as per O. Reg. 170/03 16-6.			

Question ID	MRDW1059000	Question Type	Legislative
<b>Question:</b> Do the operations and maintenance manuals contain plans, drawings and process descriptions sufficient for the safe and efficient operation of the system?			
Legislative Requirement	SDWA   O. Reg. 128/04   28;		
<b>Observation</b> The operations and maintenance manuals contained plans, drawings and process descriptions sufficient for the safe and efficient operation of the system.			

Question ID	MRDW1060000	Question Type	Legislative
<b>Question:</b> Do the operations and maintenance manuals meet the requirements of the DWWP and MDWL issued under Part V of the SDWA?			
Legislative Requirement	SDWA   31   (1);		
Observation			

The operations and maintenance manuals did not meet the requirements of the Drinking Water Works Permit and Municipal Drinking Water Licence issued under Part V of the SDWA.

Although the operations and maintenance manual content met the requirements of Condition 16.2 of Schedule B of the Licence, some Standard Operating Procedures were over 10 years old and contained information which is no longer valid. The manual did not meet the criteria of Condition 16.1 of Schedule B of the Licence as it was not up-to-date:

16.1 - An up-to-date operations and maintenance manual or manuals shall be maintained and applicable parts of the manual or manuals shall be made available for reference to all persons responsible for all or part of the operation or maintenance of the drinking water system.

This is a contravention of Item 31 (1) (b) of the Safe Drinking Water Act which stipulates:

31 (1) No person shall,  
(b) use or operate a municipal drinking water system that was established before or after this section comes into force except under the authority of and in accordance with an approval under this Part or municipal drinking water licence.

By August 31, 2023, the City of Port Colborne shall arrange to submit an updated copy of the Port Colborne DS operations and maintenance manual and a list of personnel who reviewed the updated manual to a Water Inspector of the Ministry's Niagara District Office.

Question ID	MRDW1061001	Question Type	Legislative
<b>Question:</b> Are logbooks properly maintained and contain the required information?			
<b>Legislative Requirement</b>	SDWA   O. Reg. 128/04   27   (1); SDWA   O. Reg. 128/04   27   (2); SDWA   O. Reg. 128/04   27   (3); SDWA   O. Reg. 128/04   27   (4); SDWA   O. Reg. 128/04   27   (5); SDWA   O. Reg. 128/04   27   (6); SDWA   O. Reg. 128/04   27   (7);		
<b>Observation</b> Logbooks were properly maintained and contained the required information.			

Question ID	MRDW1062001	Question Type	Legislative
<b>Question:</b> Do records or other record keeping mechanisms confirm that operational testing not performed by continuous monitoring equipment is being done by a certified operator, water			

quality analyst, or person who meets the requirements of O. Reg. 170/03 7-5?	
<b>Legislative Requirement</b>	SDWA   O. Reg. 170/03   7-5;
<b>Observation</b>	
Records or other record keeping mechanisms confirmed that operational testing not performed by continuous monitoring equipment was being done by a certified operator, water quality analyst, or person who suffices the requirements of O. Reg. 170/03 7-5.	

Question ID	MRDW1071000	Question Type	BMP
<b>Question:</b> Has the owner provided security measures to protect components of the drinking water system?			
Legislative Requirement	Not Applicable		
<b>Observation</b>  The owner had provided security measures to protect components of the drinking water system.  As this was a remote inspection, the inspector did not visit the truck filling stations. The ORO confirmed that backflow prevention devices and/or air gaps are in place at the City's two bulk water filling stations. Access is restricted to holders of a security pass card.			

Question ID	MRDW1073001	Question Type	Legislative
<b>Question:</b> Has the overall responsible operator been designated for all subsystems which comprise the drinking water system?			
Legislative Requirement	SDWA   O. Reg. 128/04   23   (1);		
<b>Observation</b>  The overall responsible operator had been designated for each subsystem.  The Port Colborne Distribution System is classified as a Class 1 Distribution Subsystem. The designated ORO is Tommy Peazel, who holds a valid Class 2 license, expiring July 31, 2025. His back-up is Rocco Arillotta who also holds a valid Class 2 license, expiring July 31, 2024.			

<b>Question ID</b>	MRDW1074001	<b>Question Type</b>	Legislative
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<b>Question:</b>	
Have operators-in-charge been designated for all subsystems for which comprise the drinking water system?	
<b>Legislative Requirement</b>	SDWA   O. Reg. 128/04   25   (1);
<b>Observation</b>	
Operators-in-charge had been designated for all subsystems which comprise the drinking water system.	

Question ID	MRDW1075001	Question Type	Legislative
Question:			
Do all operators possess the required certification?			
Legislative Requirement	SDWA   O. Reg. 128/04   22;		
Observation			
All operators possessed the required certification.			

Question ID	MRDW1115001	Question Type	Legislative
<b>Question:</b>			
Were the inspection questions sufficient to address other non-compliance items identified during the inspection period?			
Legislative Requirement	Not Applicable		
<b>Observation</b>			
The following instance(s) of non-compliance were also noted during the inspection:			
The City is exempt from taking samples in plumbing under Schedule 15.1-5 (9) of O. Reg. 170/03. Although they took the four alkalinity samples during the sampling sessions, the City did not take the required lead samples during the winter 2021-22 sampling session. This was a contravention of item (b) of Schedule 15.1-5 (10) of O. Reg. 170/03. which states:			
15.1-5 (10) When the requirements for taking samples set out in clauses (3) (a) and (b) and subsection (8) cease to apply under subsection (9) to a drinking water system, the owner of the drinking water system and the operating authority for the system shall ensure that samples are taken as described in clause (3) (c), in accordance with subsection 15.1-7 (2), (b) to test for lead during each of the periods described in subsection (5) in every third 12-month period.			



The day the sampling was scheduled was an excessive snow event (30cm of snow) and there was also a debriefing from previous eight watermain breaks from the week prior.

The City retrained the operators on the lead sampling requirements. In addition to printing monthly sample schedules, lead sampling requirements were added to an electronic calendar accessible to the operators. No further action was required.

Question ID	MRDW1116001	Question Type	BMP
<b>Question:</b>			
Were the inspection questions sufficient to address other identified best practice issues?			
<b>Legislative Requirement</b>	Not Applicable		
<b>Observation</b>			
The following issues were also noted during the inspection:			
<div>1- The City used WaterTrax to submit microbiological sample results and FCR entries. There were missing results and conflicting information in the first submission. The City corrected the situation and agreed to submit a plan to prevent reoccurrences by May 31, 2023.</div> <div>2 - The City of Port Colborne is required to follow the requirements of the updated Watermain Disinfection Procedure, August 2020. The updated procedure changed the way the categories of breaks are determined. All breaks are now considered Category 2 unless the Operator-In-Charge (OIC) reclassifies them as Category 1 and no issues occur after the reclassification. The City's form is still based on the 2015 procedure in which breaks were classified by the OIC as Category 1 and 2 and re-classified as needed. The City is encouraged to modify the watermain break record form to be more in-line with the 2020 procedure. The City is also encouraged to set up a process to ensure that all documentation required for new watermains (WDP Section 3.1) is easy to review.</div> <div>3 - The City experienced eight watermain breaks between January 23 and 24, 2022. The City's personnel may wish to consider discussing with personnel from the Port Colborne Water Treatment Plant to determine if steps could be taken to prevent series of breaks during cold weather in the future.</div>			

Question ID	MRDW1117001	Question Type	Information
<b>Question:</b>			
Are there any other DWS related items that should be recognized in this report?			
Legislative Requirement	Not Applicable		



### Observation

The following items are noted as being relevant to the Drinking Water System:

The City will be installing three smart hydrants in 2023. These hydrants allow monitoring system pressure and water temperature to help detect watermain breaks more rapidly.

## Appendix A

### Stakeholder Appendix

# Key Reference and Guidance Material for Municipal Residential Drinking Water Systems

Many useful materials are available to help you operate your drinking water system. Below is a list of key materials owners and operators of municipal residential drinking water systems frequently use.

To access these materials online click on their titles in the table below or use your web browser to search for their titles. Contact the Public Information Centre if you need assistance or have questions at 1-800-565-4923/416-325-4000 or [picemail.moe@ontario.ca](mailto:picemail.moe@ontario.ca).

For more information on Ontario's drinking water visit [www.ontario.ca/drinkingwater](http://www.ontario.ca/drinkingwater) and email [drinking.water@ontario.ca](mailto:drinking.water@ontario.ca) to subscribe to drinking water news.



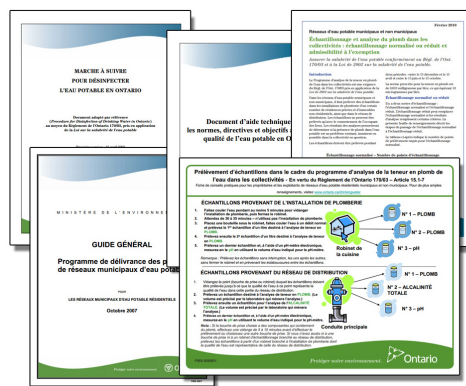
PUBLICATION TITLE	PUBLICATION NUMBER
Taking Care of Your Drinking Water: A Guide for Members of Municipal Councils	7889e01
FORMS: Drinking Water System Profile Information, Laboratory Services Notification, Adverse Test Result Notification Form	7419e, 5387e, 4444e
Procedure for Disinfection of Drinking Water in Ontario	4448e01
Strategies for Minimizing the Disinfection Products Trihalomethanes and Haloacetic Acids	7152e
Total Trihalomethane (TTHM) Reporting Requirements Technical Bulletin (February 2011)	8215e
Filtration Processes Technical Bulletin	7467
Ultraviolet Disinfection Technical Bulletin	7685
Guide for Applying for Drinking Water Works Permit Amendments, Licence Amendments, Licence Renewals and New System Applications	7014e01
Certification Guide for Operators and Water Quality Analysts	
Guide to Drinking Water Operator Training Requirements	9802e
Taking Samples for the Community Lead Testing Program	6560e01
Community Sampling and Testing for Lead: Standard and Reduced Sampling and Eligibility for Exemption	7423e
Guide: Requesting Regulatory Relief from Lead Sampling Requirements	6610
Drinking Water System Contact List	7128e
Technical Support Document for Ontario Drinking Water Quality Standards	4449e01

[ontario.ca/drinkingwater](http://ontario.ca/drinkingwater)

# Principaux guides et documents de référence sur les réseaux résidentiels municipaux d'eau potable

De nombreux documents utiles peuvent vous aider à exploiter votre réseau d'eau potable. Vous trouverez ci-après une liste de documents que les propriétaires et exploitants de réseaux résidentiels municipaux d'eau potable utilisent fréquemment.

Pour accéder à ces documents en ligne, cliquez sur leur titre dans le tableau ci-dessous ou faites une recherche à l'aide de votre navigateur Web. Communiquez avec le Centre d'information au public au 1 800 565-4923 ou au 416 325-4000, ou encore à [picemail.moe@ontario.ca](mailto:picemail.moe@ontario.ca) si vous avez des questions ou besoin d'aide.



Pour plus de renseignements sur l'eau potable en Ontario, consultez le site [www.ontario.ca/eaupotable](http://www.ontario.ca/eaupotable) ou envoyez un courriel à [drinking.water@ontario.ca](mailto:drinking.water@ontario.ca) pour suivre l'information sur l'eau potable.

TITRE DE LA PUBLICATION	NUMÉRO DE PUBLICATION
Prendre soin de votre eau potable – Un guide destiné aux membres des conseils municipaux	7889f01
Renseignements sur le profil du réseau d'eau potable, Avis de demande de services de laboratoire, Formulaire de communication de résultats d'analyse insatisfaisants et du règlement des problèmes	7419f, 5387f, 4444f
Marche à suivre pour désinfecter l'eau potable en Ontario	4448f01
Strategies for Minimizing the Disinfection Products Trihalomethanes and Haloacetic Acids (en anglais seulement)	7152e
Total Trihalomethane (TTHM) Reporting Requirements: Technical Bulletin (février 2011) (en anglais seulement)	8215e
Filtration Processes Technical Bulletin (en anglais seulement)	7467
Ultraviolet Disinfection Technical Bulletin (en anglais seulement)	7685
Guide de présentation d'une demande de modification du permis d'aménagement de station de production d'eau potable, de modification du permis de réseau municipal d'eau potable, de renouvellement du permis de réseau municipal d'eau potable et de permis pour un nouveau réseau	7014f01
Guide sur l'accréditation des exploitants de réseaux d'eau potable et des analystes de la qualité de l'eau de réseaux d'eau potable	
Guide sur les exigences relatives à la formation des exploitants de réseaux d'eau potable	9802f
Prélèvement d'échantillons dans le cadre du programme d'analyse de la teneur en plomb de l'eau dans les collectivités	6560f01
Échantillonnage et analyse du plomb dans les collectivités : échantillonnage normalisé ou réduit et admissibilité à l'exemption	7423f
Guide: Requesting Regulatory Relief from Lead Sampling Requirements (en anglais seulement)	6610
Liste des personnes-ressources du réseau d'eau potable	7128f
Document d'aide technique pour les normes, directives et objectifs associés à la qualité de l'eau potable en Ontario	4449f01

[ontario.ca/eaupotable](http://ontario.ca/eaupotable)

## Appendix B

### Inspection Rating Record (IRR)

**NOTE:**

**IRR SCORE TO FOLLOW IN A SEPARATE EMAIL**

# APPLICATION OF THE RISK METHODOLOGY USED FOR MEASURING MUNICIPAL RESIDENTIAL DRINKING WATER SYSTEM INSPECTION RESULTS



The Ministry of the Environment (MOE) has a rigorous and comprehensive inspection program for municipal residential drinking water systems (MRDWS). Its objective is to determine the compliance of MRDWS with requirements under the Safe Drinking Water Act and associated regulations. It is the responsibility of the municipal residential drinking water system owner to ensure their drinking water systems are in compliance with all applicable legal requirements.

This document describes the risk rating methodology, which has been applied to the findings of the Ministry's MRDWS inspection

results since fiscal year 2008-09. The primary goals of this assessment are to encourage ongoing improvement of these systems and to establish a way to measure this progress.

MOE reviews the risk rating methodology every three years.

The Ministry's Municipal Residential Drinking Water Inspection Protocol contains 15 inspection modules consisting of approximately 100 regulatory questions. Those protocol questions are also linked to definitive guidance that ministry inspectors use when conducting MRDWS inspections.

[ontario.ca/drinkingwater](http://ontario.ca/drinkingwater)



The questions address a wide range of regulatory issues, from administrative procedures to drinking water quality monitoring. The inspection protocol also contains a number of non-regulatory questions.

A team of drinking water specialists in the ministry assessed each of the inspection protocol regulatory questions to determine the risk (not complying with the regulation) to the delivery of safe drinking water. This assessment was based on established provincial risk assessment principles, with each question receiving a risk rating referred to as the Question Risk Rating. Based on the number of areas where a system is deemed to be non-compliant during the inspection, and the significance of these areas to administrative, environmental, and health consequences, a risk-based inspection rating is calculated by the ministry for each drinking water system.

It is important to be aware that an inspection rating less than 100 per cent does not mean the drinking water from the system is unsafe. It shows areas where a system’s operation can improve. The ministry works with owners and operators of systems to make sure they know what they need to do to achieve full compliance.

The inspection rating reflects the inspection results of the specific drinking water system for the reporting year. Since the methodology is applied consistently over a period of years, it serves as a comparative measure both provincially and in relation to the individual system. Both the drinking water system and the public are able to track the performance over time, which encourages continuous improvement and allows systems to identify specific areas requiring attention.

The ministry’s annual inspection program is an important aspect of our drinking water safety net. The ministry and its partners share a common commitment to excellence and we continue to work toward the goal of 100 per cent regulatory compliance.

## Determining Potential to Compromise the Delivery of Safe Water

The risk management approach used for MRDWS is aligned with the Government of Ontario’s Risk Management Framework. Risk management is a systematic approach to identifying potential hazards, understanding the likelihood and consequences of the hazards, and taking steps to reduce their risk if necessary and as appropriate.

The Risk Management Framework provides a formula to be used in the determination of risk:

**RISK = LIKELIHOOD × CONSEQUENCE**  
(of the consequence)

Every regulatory question in the inspection protocol possesses a likelihood value (L) for an assigned consequence value (C) as described in **Table 1** and **Table 2**.

TABLE 1:	
Likelihood of Consequence Occurring	Likelihood Value
0% - 0.99% (Possible but Highly Unlikely)	L = 0
1 – 10% (Unlikely)	L = 1
11 – 49% (Possible)	L = 2
50 – 89% (Likely)	L = 3
90 – 100% (Almost Certain)	L = 4

TABLE 2:	
Consequence	Consequence Value
Medium Administrative Consequence	C = 1
Major Administrative Consequence	C = 2
Minor Environmental Consequence	C = 3
Minor Health Consequence	C = 4
Medium Environmental Consequence	C = 5
Major Environmental Consequence	C = 6
Medium Health Consequence	C = 7
Major Health Consequence	C = 8



The consequence values (0 through 8) are selected to align with other risk-based programs and projects currently under development or in use within the ministry as outlined in **Table 2**.

The Question Risk Rating for each regulatory inspection question is derived from an evaluation of every identified consequence and its corresponding likelihood of occurrence:

- All levels of consequence are evaluated for their potential to occur
- Greatest of all the combinations is selected.

The Question Risk Rating quantifies the risk of non-compliance of each question relative to the others. Questions with higher values are those with a potentially more significant impact on drinking water safety and a higher likelihood of occurrence. The highest possible value would be 32 (4×8) and the lowest would be 0 (0×1).

**Table 3** presents a sample question showing the risk rating determination process.

TABLE 3:							
Does the Operator in Charge ensure that the equipment and processes are monitored, inspected and evaluated?							
Risk = Likelihood × Consequence							
C=1	C=2	C=3	C=4	C=5	C=6	C=7	C=8
Medium Administrative Consequence	Major Administrative Consequence	Minor Environmental Consequence	Minor Health Consequence	Medium Environmental Consequence	Major Environmental Consequence	Medium Health Consequence	Major Health Consequence
L=4 (Almost Certain)	L=1 (Unlikely)	L=2 (Possible)	L=3 (Likely)	L=3 (Likely)	L=1 (Unlikely)	L=3 (Likely)	L=2 (Possible)
R=4	R=2	R=6	R=12	R=15	R=6	R=21	R=16

### Application of the Methodology to Inspection Results

Based on the results of a MRDWS inspection, an overall inspection risk rating is calculated. During an inspection, inspectors answer the questions related to regulatory compliance and input their “yes”, “no” or “not applicable” responses into the Ministry’s Laboratory and Waterworks Inspection System (LWIS) database. A “no” response indicates non-compliance. The maximum number of regulatory questions asked by an inspector varies by: system (i.e., distribution, stand-alone); type of inspection (i.e., focused, detailed); and source type (i.e., groundwater, surface water).

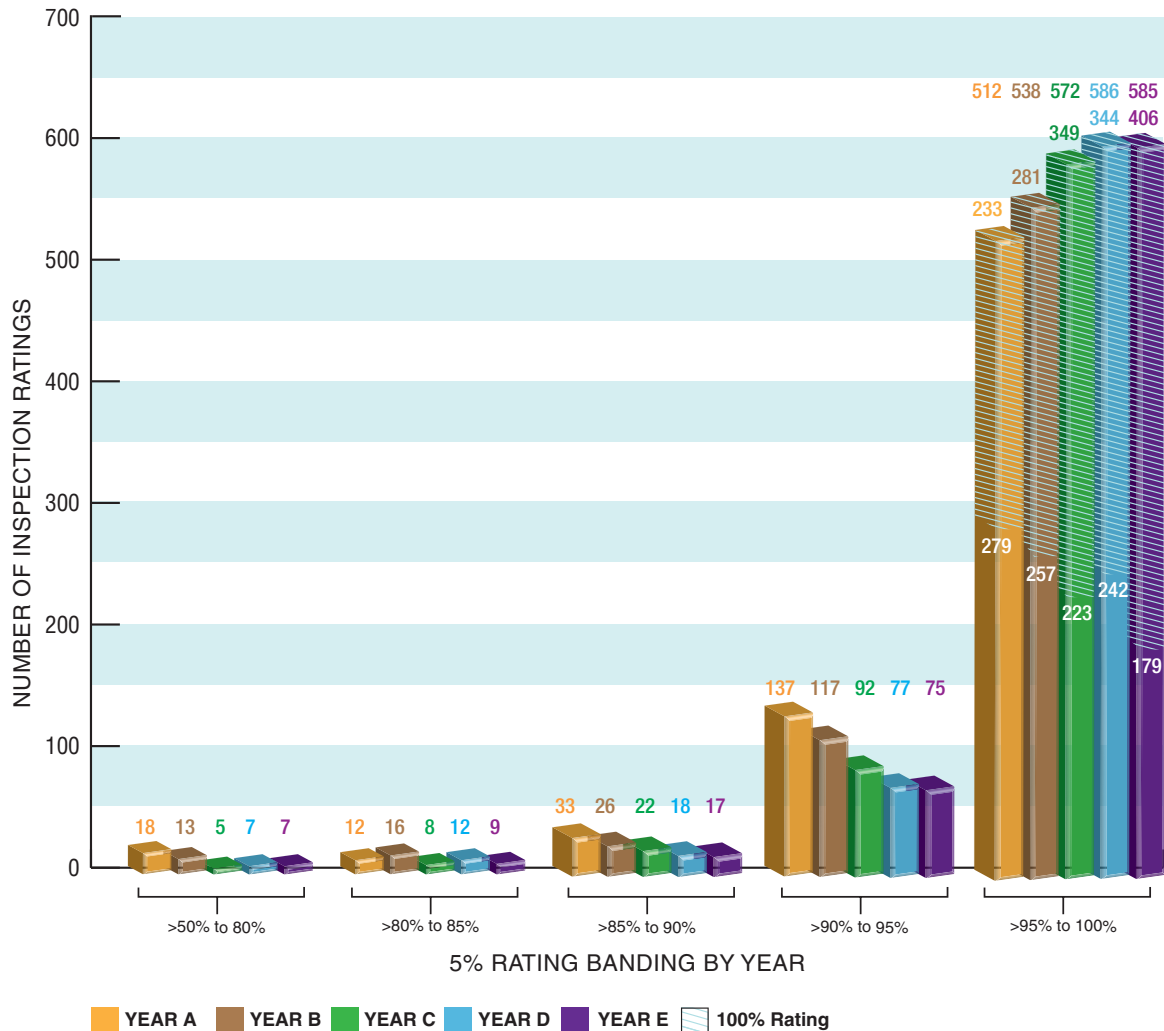
The risk ratings of all non-compliant answers are summed and divided by the sum of the risk ratings of all questions asked (maximum question rating). The resulting inspection risk rating (as a percentage) is subtracted from 100 per cent to arrive at the final inspection rating.

## Application of the Methodology for Public Reporting

The individual MRDWS Total Inspection Ratings are published with the ministry’s Chief Drinking Water Inspector’s Annual Report.

**Figure 1** presents the distribution of MRDWS ratings for a sample of annual inspections. Individual drinking water systems can compare against all the other inspected facilities over a period of inspection years.

**Figure 1: Year Over Year Distribution of MRDWS Ratings**



## Reporting Results to MRDWS Owners/Operators

A summary of inspection findings for each system is generated in the form of an Inspection Rating Record (IRR). The findings are grouped into the 15 possible modules of the inspection protocol,

which would provide the system owner/operator with information on the areas where they need to improve. The 15 modules are:

- |                         |                                 |  |  |
|-------------------------|---------------------------------|--|--|
| 1. Source               | 5. Treatment Process Monitoring | 9. Logbooks                            | 13. Water Quality Monitoring                       |
| 2. Permit to Take Water | 6. Process Wastewater           | 10. Contingency and Emergency Planning | 14. Reporting, Notification and Corrective Actions |
| 3. Capacity Assessment  | 7. Distribution System          | 11. Consumer Relations                 | 15. Other Inspection Findings                      |
| 4. Treatment Processes  | 8. Operations Manuals           | 12. Certification and Training         |  |

For further information, please visit [www.ontario.ca/drinkingwater](http://www.ontario.ca/drinkingwater)

**Ministry of the Environment,  
Conservation and Parks**

Drinking Water and Environmental  
Compliance Division, West Central Region  
Niagara District Office  
9<sup>th</sup> Floor, Suite 15  
301 St. Paul Street  
St. Catharines, ON L2R 7R4  
Tel.: 905-704-3900  
1-800-263-1035  
Fax.: 905-704-4015

**Ministère de l'Environnement de la Protection de  
la nature et des Parcs**

Division de la conformité en matière d'eau potable  
et d'environnement  
Direction régionale du Centre-Ouest  
Bureau du district de Niagara  
9<sup>e</sup> étage, bureau 15  
301, rue St. Paul  
St. Catharines, ON L2R 7R4  
Tél.: 905-704-3900  
1-800-263-1035  
Télé.: 905-704-4015

Friday, February 3, 2023

SI NI PC 540 – 2022-23  
DWS# 260001643

Cassandra Banting  
Environmental Compliance Supervisor  
City of Port Colborne  
1 Killaly St W  
Port Colborne, ON  
[Cassandra.Banting@portcolborne.ca](mailto:Cassandra.Banting@portcolborne.ca)

**Re: MECP Inspection - Port Colborne Distribution System (DWS# 260001643)**

Good Morning,

As follow-up to the distribution of the inspection report for the Port Colborne Distribution System (DWS# 260001643) (below), please find attached the corresponding Inspection Rating Report (IRR) and [Risk Methodology](#) document.

The IRR is a summarized quantitative measure of the drinking water system's annual inspection and is published in the Ministry's Chief Drinking Water Inspector's Annual Report. The Risk Methodology document describes the risk rating methodology which has been applied to the findings of the Ministry's municipal residential drinking water system inspection results. Please let me know if you have any questions.

Sincerely,



Sylvain Campbell, P. Eng.  
Provincial Officer #1278, Water Inspector  
Niagara District Office - West Central Region  
Phone: (905) 321-9169  
E-mail: [sylvain.campbell@ontario.ca](mailto:sylvain.campbell@ontario.ca)

Cc: Steve Shypowskyj – Director of Public Works - City of Port Colborne  
Darlene Suddard - Manager of Water/Wastewater - City of Port Colborne  
Tommy Peazel - ORO - City of Port Colborne  
Glen Hudgin - Niagara Region Public Health Unit  
Peter Jekel - Niagara Region Public Health Unit  
Leilani Lee-Yates - Niagara Peninsula Conservation Authority  
Thomas Proks - Niagara Peninsula Conservation Authority  
Elizabeth Chee Sing – Water Compliance Supervisor - MECP  
MECP Niagara District File

**DWS Name:** PORT COLBORNE DISTRIBUTION SYSTEM  
**DWS Number:** 260001643  
**DWS Owner:** CORPORATION OF THE CITY OF PORT COLBORNE  
**Municipal Location:** PORT COLBORNE

**Regulation:** O.REG. 170/03  
**DWS Category:** DW Municipal Residential  
**Type of Inspection:** Focused  
**Inspection Date:** Dec-13-2022  
**Ministry Office:** Niagara District Office

**Maximum Risk Rating:** 220

Inspection Module	Non Compliance Rating
Operations Manuals	14 / 28
Reporting & Corrective Actions	0 / 21
Other Inspection Findings	0 / 171
<b>Overall - Calculated</b>	<b>14 / 220</b>

<b>Inspection Risk Rating:</b>	<b>6.36%</b>
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<b>Final Inspection Rating:</b>	<b>93.64%</b>
---------------------------------	---------------

**DWS Name:** PORT COLBORNE DISTRIBUTION SYSTEM  
**DWS Number:** 260001643  
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**DWS Category:** DW Municipal Residential  
**Type of Inspection:** Focused  
**Inspection Date:** Dec-13-2022  
**Ministry Office:** Niagara District Office

Non-Compliant Question(s)	Question Rating
<b>Operations Manuals</b>	
Do the operations and maintenance manuals meet the requirements of the DWWP and MDWL issued under Part V of the SDWA?	14
<b>Other Inspection Findings</b>	
Were the inspection questions sufficient to address other non-compliance items identified during the inspection period?	0
<b>Overall - Total</b>	<b>14</b>

Maximum Question Rating: 220

Inspection Risk Rating: 6.36%

FINAL INSPECTION RATING: 93.64%

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[ontario.ca/drinkingwater](http://ontario.ca/drinkingwater)



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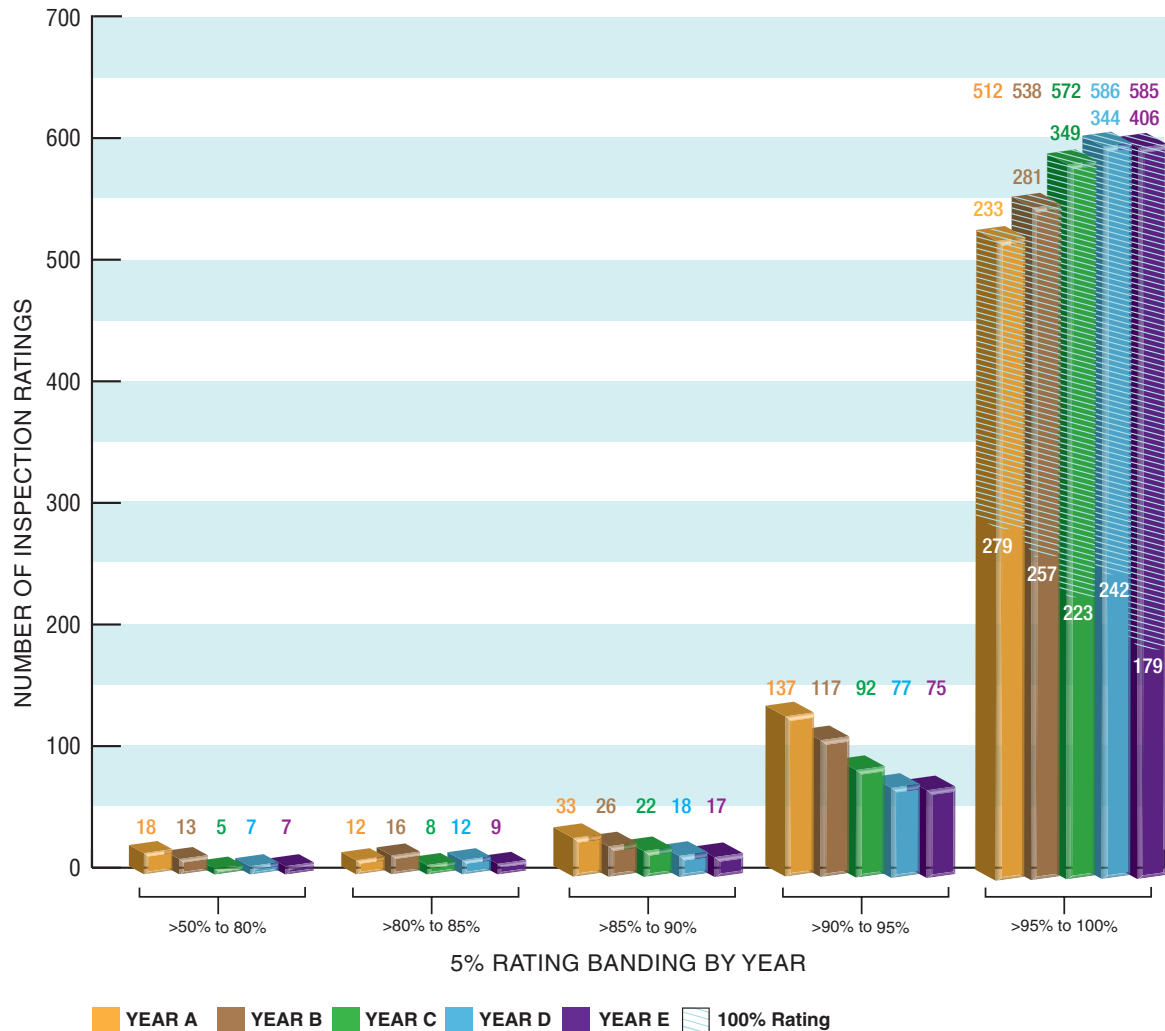
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**Figure 1** presents the distribution of MRDWS ratings for a sample of annual inspections. Individual drinking water systems can compare against all the other inspected facilities over a period of inspection years.

Figure 1: Year Over Year Distribution of MRDWS Ratings



## Reporting Results to MRDWS Owners/Operators

A summary of inspection findings for each system is generated in the form of an Inspection Rating Record (IRR). The findings are grouped into the 15 possible modules of the inspection protocol,

which would provide the system owner/operator with information on the areas where they need to improve. The 15 modules are:

1. Source

2. Permit to Take Water

3. Capacity Assessment

4. Treatment Processes
5. Treatment Process Monitoring

6. Process Wastewater

7. Distribution System

8. Operations Manuals
9. Logbooks

10. Contingency and Emergency Planning

11. Consumer Relations

12. Certification and Training
13. Water Quality Monitoring

14. Reporting, Notification and Corrective Actions

15. Other Inspection Findings

For further information, please visit [www.ontario.ca/drinkingwater](http://www.ontario.ca/drinkingwater)

**Subject: Investing in Canada Infrastructure Program: Green Stream  
– Transfer Payment Agreement**

**To: Council**

**From: Public Works Department**

Report Number: 2023-38

Meeting Date: March 14, 2023

---

### **Recommendation:**

That Public Works Department Report 2023-38 be received;

That the Mayor and Acting City Clerk be authorized to execute an agreement with His Majesty the King in right of Ontario, as represented by the Minister of Infrastructure, for the Investing in Canada Infrastructure Program (ICIP): Green Stream program; and

That the By-law to authorize entering into the agreement, attached as Appendix B, be approved.

---

### **Purpose:**

The purpose of this report is to seek Council authorization for the Mayor and Acting City Clerk to execute the by-law and funding agreement.

---

### **Background:**

At the August 23, 2021, Council meeting, (Report 2021-224) the Manager of Water/Wastewater was directed to apply for ICIP: Green Stream funding to replace deficient watermains.

Six potential watermain replacement projects were considered, and four projects were ultimately determined to meet the maximum \$5 million funding. The following locations were included in the application:

- Full length of Davis Street south of Durham Street (660m)
- Full length of Homewood Avenue (600m)

- Full length of Berkley Avenue (450m)
- Sugarloaf Street, between King Street and West Street and south on West St to the dead end (250m)

At the April 26, 2022 Council meeting, Mayor Steele announced that the City's funding application was successful and that the City had received the following funding:

Federal funding: \$1,999,200.00

Provincial funding: \$1,665,883.40

---

### **Discussion:**

Since receiving funding confirmation, staff have been working with representatives from the Ontario Ministry of Infrastructure to finalize all the necessary paperwork to receive the Transfer Payment Agreement (TPA).

Engineering staff have issued and awarded a request for proposal for the design of the Davis, Homewood, and Berkley watermain projects. Design of the Davis Street watermain is currently in progress, with construction anticipated to start in the summer of 2023. Homewood and Berkley are currently in preliminary design, with construction anticipated in early 2024. The Sugarloaf Street/West Street watermain design is scheduled for 2024, with construction anticipated in 2025. All projects must be completed by October 31, 2026.

The TPA was received on February 21, 2023, and the Province has requested that signed copies be returned by Friday, March 24, 2023.

Through this report, staff are seeking direction from Council for the Mayor and Acting Clerk to sign the agreement.

---

### **Financial Implications:**

As per Public Works Department Report 2021-224, the City's portion of the \$4,998,000 watermain replacement project will be funded over five years from the Water Capital Budget, averaging \$266,700 annually. Year 1 and 2 of the funding was approved by Council as part of the 2022 and 2023 Capital and Related Projects Budget.

---

### **Public Engagement:**

The City was advised by Infrastructure Canada to notify the Mississaugas of the Credit First Nation (MCFN) of the watermain replacement project being undertaken to provide an opportunity for MCFN to convey any issues or concerns regarding possible impacts

to Aboriginal rights on title or any other concerns they may have with the project. Staff have received communication from MCFN that they do not have a high level of concern with the proposed project and approve the continuation of the project. MCFN has requested continued notification regarding the status of the project, and should any changes to the project be required, that MCFN be immediately notified. Staff will continue to keep MCFN apprised of project updates and/or any changes.

---

### **Strategic Plan Alignment:**

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

- City-Wide Investments in Infrastructure and Recreational/Cultural Spaces
  - Value: Financial Management to Achieve Financial Sustainability
- 

### **Conclusion:**

Signing the Transfer Payment Agreement will finalize the City's ICIP: Green Stream funding and will enable the City to receive the Provincial and Federal funds to replace four deficient watermains in the City.

---

### **Appendices:**

- a. Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Green Stream
- b. By-law to authorize TPA for the ICIP: Green Stream Project

Respectfully submitted,

Darlene Suddard  
Manager of Water/Wastewater  
905-835-2900 x256  
Darlene.Suddard@portcolborne.ca

**Report Approval:**

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

**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
GREEN STREAM**

**THIS TRANSFER PAYMENT AGREEMENT** for an Investing in Canada Infrastructure Program (ICIP): Green Stream Project (the “**Agreement**”) is effective as of the Effective Date.

**B E T W E E N:**

**His Majesty the King in right of Ontario,**  
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

**Corporation of the City of Port Colborne**

(**CRA#106984107**)

(the “**Recipient**”)

**BACKGROUND**

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a green stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

## CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### 1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Specific Information
- Schedule "C" - Project Description, Financial Information, Timelines and Project Standards
- Schedule "D" - Reports
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
- Schedule "K" - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section 2.1.



## 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

## 3.0 EXECUTION, DELIVERY AND COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 **Electronic Execution and Delivery of Agreement.** The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other Party;
- (i) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
- (ii) any other means with the other Party’s prior written consent.

#### 4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

#### 5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
  - (b) the Province and Canada are not responsible for carrying out the Project;
  - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
  - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and
  - (h) the Recipient has read and understood the Bilateral Agreement.

- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as “**Rights**”) undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
  - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
  - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[SIGNATURE PAGE FOLLOWS]**

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**, as  
represented by the Minister of Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Jill Vienneau, Assistant Deputy Minister  
The Honourable Kinga Surma  
Minister of Infrastructure

AFFIX  
CORPORATE  
SEAL

**Corporation of the City of Port Colborne**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]**

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

### A.1.0 INTERPRETATION AND DEFINITIONS

#### A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

#### A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** has the meaning ascribed to it in section I.1.1 (Definitions).

**“Aboriginal Consultation Record”** means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

**“Asset”** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**“Authorities”** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

**“Bilateral Agreement”** means the Canada-Ontario Integrated Bilateral Agreement for

the Investing in Canada Infrastructure Program entered into between Canada and His Majesty the King in right of Ontario, effective as of March 26, 2018, as amended.

**“Business Day”** means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

**“Canada”** means, unless the context requires otherwise, His Majesty the King in right of Canada.

**“Canada’s Maximum Contribution”** means the maximum contribution from Canada as set out in Schedule “C”.

**“Committee”** refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

**“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

**“Evaluation”** means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

**“Event of Default”** has the meaning ascribed to it in section A.12.1 (Events of Default).

**“Expiration Date”** means the expiry date set out in Schedule “B” (Specific Information).

**“Federal Approval Date”** means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

**“ICIP”** means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

**“Indemnified Parties”** means His Majesty the King in right of Ontario and His Majesty the King in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

**“Ineligible Expenditures”** means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Interest or Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Maximum Funds”** means the maximum Funds amount as set out in Schedule “B” (Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Ontario’s Maximum Contribution”** means the maximum contribution from Ontario as set out in Schedule “C”.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Project”** means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“Records Review”** means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

**“Reports”** means the reports described in Schedule “D” (Reports).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Substantial Completion”** or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended and, in any event, no later than



October 31, 2026.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

**“Total Financial Assistance”** means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

**“Transfer Payment Ontario”** means the Province’s enterprise system for managing time-limited and ongoing transfer payment activities.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project will meet the following environmental quality outcome:

<b>Environmental Quality Outcomes:</b>
Increased access to potable water

- (f) if the Project meets an environmental quality outcome, once complete it will, depending on the nature of the Project:

- (i) result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable; or
  - (ii) result in drinking water quality that meets or exceeds provincial standards, where applicable.
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

**A.2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A.2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

### **A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

- A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).
- A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

### **A.4.0 FUNDS AND CARRYING OUT THE PROJECT**

- A.4.1 **Funds Provided.** The Province will:
- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
  - (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
  - (c) deposit the Funds into an account the Recipient designates, provided that the account:
    - (i) is at a branch of a Canadian financial institution in Ontario; and
    - (ii) is solely in the name of the Recipient.
- A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):
- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
    - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
    - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
  - (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
  - (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

**A.4.4 Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 **Interest.** If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds 40 percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess;
- (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction,

demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

**A.4.11 Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

**A.4.12 Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of the Project (“**Holdback**”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

## **A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

**A.5.2 Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

**A.5.3 Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) attests to:
  - (i) following value-for-money procurement processes for materials and sub-contracts; and
  - (ii) following its own policies and procedures.

**A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
  - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
  - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

**A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

**A.6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A.7.1 Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

**A.7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
  - (ii) any other reports in accordance with any timelines and content



requirements the Province may specify from time to time; and

- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A.7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiration Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A.7.4 Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

**A.7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

**A.7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;

- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

**A.7.7 No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

**A.7.8 Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

**A.7.9 Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

**A.7.10 Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

**A.7.11 Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

**A.7.12 Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

**A.8.1 Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

## **A.9.0 LIMITATION OF LIABILITY AND INDEMNITY**

**A.9.1 Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

**A.9.2 Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

**A.9.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

**A.9.4 Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

**A.9.5 Settlement Authority.** The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

## **A.10.0 INSURANCE**

- A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
  - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and

- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

#### **A.11.0 TERMINATION ON NOTICE**

**A.11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A.11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

#### **A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for

the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (f) the Recipient ceases to operate.

**A.12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

**A.12.3 Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

**A.12.4 Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A.12.5 When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

#### **A.13.0 FUNDS UPON EXPIRY**

**A.13.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

#### **A.14.0 DEBT DUE AND PAYMENT**

**A.14.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

**A.14.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **A.15.0 NOTICE**

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.



#### **A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

#### **A.17.0 SEVERABILITY OF PROVISIONS**

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A.18.0 WAIVER**

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.19.0 INDEPENDENT PARTIES**

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

**A.19.2 No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

## **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A.20.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A.20.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

## **A.21.0 GOVERNING LAW**

**A.21.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A.22.0 FURTHER ASSURANCES**

**A.22.1 Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A.23.0 JOINT AND SEVERAL LIABILITY**

**A.23.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

**A.24.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**A.24.2 Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A.25.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a **"Failure"**);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

#### **A.26.0 SURVIVAL**

**A.26.1 Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs,

and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (for a period extending 90 Business Days beyond the Term), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
  - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
  - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
  - (iii) other applicable agreements between Canada and Aboriginal Communities.

**A.27.2 Assessments.** The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

## **A.28.0 ABORIGINAL CONSULTATION**

- A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).
- A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:
- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
  - (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
    - (i) Aboriginal Communities have been notified and, if applicable, consulted;
    - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
    - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
    - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.
- A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

## **A.29.0 COMMITTEE**

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties

will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

### **A.30.0 DISPUTE RESOLUTION**

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

### **A.31.0 SPECIAL CONDITIONS**

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with, to the Province’s satisfaction:
    - (i) any and all compliance attestations the Transfer Payment Ontario System if directed by the Province;
    - (ii) evidence that the Recipient is in compliance with all provincial and federal tax laws, if directed by the Province;

- (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
  - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
  - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
    - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
    - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
    - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
  - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

## **END OF GENERAL TERMS AND CONDITIONS**

### **[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**

## SCHEDULE “B” SPECIFIC INFORMATION

### B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is March 31, 2028.

### B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

### B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p><b>Email:</b> ICIPGreen@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Address:</b> Corporation of The City of Port Colborne 66 Charlotte St, Port Colborne, Ontario L3K3C8</p> <p><b>Attention:</b> Darlene Suddard, Manager of Water Wastewater</p> <p><b>Email:</b> darlene.suddard@portcolborne.ca</p>

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES  
AND PROJECT STANDARDS FOLLOWS]**



## SCHEDULE “C” PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

### C.1.0 PROJECT DESCRIPTION

The project is for the replacement of watermains in Port Colborne. The work will include the replacement of approximately 1,960 m of watermain on the full length of Davis Street south of Durham Street; the full length of Berkley Avenue; full length of Homewood Avenue; Sugarloaf Street between King Street and West Street and south on West Street to the dead end. The work also includes side street interconnections, the installation of approximately 15 fire hydrants and 32 main line water valves. Affected roadway, curbs, gutters, sidewalks and affected driveways will be reinstated.

### C.2.0 FINANCIAL INFORMATION

**C.2.1 Total Eligible Expenditures.** Total Eligible Expenditures means \$4,998,000.00, rounded to two decimal places.

**C.2.2 Ontario’s Maximum Contribution.** Ontario’s Maximum Contribution means \$1,665,833.40, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.3 Canada’s Maximum Contribution.** Canada’s Maximum Contribution means \$1,999,200.00, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.4 Percentage of Provincial Support.** Percentage of Provincial Support means 33.33%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.5 Percentage of Federal Support.** Percentage of Federal Support 40.00%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

### C.3.0 TIMELINES

**C.3.1 Federal Approval Date.** Federal Approval Date means March 25, 2022.

### C.4.0 PROJECT STANDARDS

**C.4.1 Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

#### **C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

- C.5.1 Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**[SCHEDULE "D" – REPORTS FOLLOWS]**

## SCHEDULE “D” REPORTS

### D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other information regarding the Project.
- (b) **Progress Reports.** Progress Reports include an update on the Project’s status. Progress Reports will be submitted by the Recipient no less frequently than twice a year on dates provided by the Province.
- (c) **Claim Reports.** Claim Reports will detail amounts that are being claimed for reimbursement. Claim Reports may be submitted by the Recipient as frequently as needed, but no less frequently than twice a year (if Eligible Expenditures have been incurred). If no Eligible Expenditures have been incurred in the previous six months, the Recipient will notify the Province that no Claim Report is being submitted for that period. When submitting a Claim Report, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup information must be provided at the time of claim submission, as directed by the Province.
- (d) **Final Report.** The Final Report shall summarize the Project’s final timelines, costs, and outcomes. It will include a declaration of Substantial Completion.  
  
The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.
- (e) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province requests.

## **D.2.0 ABORIGINAL CONSULTATION RECORD**

**D.2.1 Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

## **D.3.0 RISK ASSESSMENT**

**D.3.1 Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

## **D.4.0 COMPLIANCE AUDIT(S)**

**D.4.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

## **[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES FOLLOWS]**

## **SCHEDULE “E”**

### **ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

#### **E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- a) The incremental costs of the Recipient’s staff or employees provided that:
  - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
  - ii. The arrangement is approved in advance in writing by the Province and Canada.
- b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

#### **E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
  - i. Land,
  - ii. Buildings, or

- iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Real estate fees and related costs;
- l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- r) Taxes of any kind;
- s) Costs of relocating entire communities;
- t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- x) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (y) If the Project meets an adaptation, resilience and disaster mitigation outcome costs associated with:

- (i) relocating whole communities;
  - (ii.) emergency services infrastructure; or
  - (iii.) addressing seismic risks; and
- z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock.

**[SCHEDULE “F” – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**



## SCHEDULE “G” COMMUNICATIONS PROTOCOL

### G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

### G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

### G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **G.7.0 MEDIA RELATIONS**

- G.7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

## **G.8.0 SIGNAGE**

- G.8.1 Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.
- G.8.2 Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G.8.3 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:
- (a) on the marker, recognize the Province's and Canada's contributions; and
  - (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.
- G.8.4 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.
- G.8.5 Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) and be visible for the duration of the Project. The Province will provide Notice to the Recipient specifying the timelines for signage installation and removal and the Recipient will comply with such timelines specified in the Notice.
- G.8.6 Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of

repair during the Project, or as otherwise agreed upon.

#### **G.9.0 COMMUNICATING WITH RECIPIENT**

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

#### **G.10.0 ADVERTISING CAMPAIGNS**

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**

## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

**“Asset Disposal Period”** means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

## SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

### I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

### I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

**I.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**[SCHEDULE “J” – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES  
FOLLOWS]**



## SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

### J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

### J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner, and no less frequently than twice a year if Eligible Expenditures have been incurred. If no Eligible Expenditures have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

### J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the final payment, a Claim Report in a format prescribed by the Province, including invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project;
- (b) for each request for final payment, a Final Report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

#### **J.4.0 PAYMENTS OF FUNDS**

- J.4.1 Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2** For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
  - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
  - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
  - (d) compliance with all applicable audit requirements under the Agreement; and
  - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

- J.5.1 Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
  - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

## **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

- J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Report, which will include a declaration of Substantial Completion, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

## **J.7.0 HOLDBACK**

- J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

## **J.8.0 FINAL PAYMENT**

- J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**

## SCHEDULE “K” COMMITTEE

### K.1.0 ESTABLISHMENT OF COMMITTEE

**K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

### K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

#### K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

#### K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

The Corporation of the City of Port Colborne

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

Being a By-law to Authorize Entering into an Agreement with the Province of Ontario, as represented by the Minister of Infrastructure, for the Investing in Canada Infrastructure Program (ICIP): Green Stream

Whereas at its meeting of March 14, 2023, the Council of The Corporation of the City of Port Colborne ("Council") approved the recommendations of Public Works Report 2023-38, Subject: Investing in Canada Infrastructure Program: Green Stream – Transfer Payment Agreement; and

Whereas Council is desirous of entering into an Agreement with the Province of Ontario, as represented by the Minister of Infrastructure; and

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

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

1. That the Corporation of the City of Port Colborne enters into a Transfer Payment Agreement with His Majesty the King in right of the Province of Ontario, as represented by the Minister of Infrastructure, for the Investing in Canada Infrastructure Program (ICIP): Green Stream;
2. That the Mayor and the Acting City Clerk be and are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement, and the Acting City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 14th day of March, 2023.

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William C. Steele  
Mayor

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Charlotte Madden  
Acting City Clerk

**Subject: H.H. Knoll Lakeview Park Pedestrian Bridge**

**To: Council**

**From: Public Works Department**

Report Number: 2023-47

Meeting Date: March 14, 2023

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**Recommendation:**

That Public Works Department Report 2023-47 be received; and

That the Director of Public Works be authorized to fund the H.H. Knoll Lakeview Park Pedestrian Bridge repair from the infrastructure reserve for a design cost of \$14,930.00, and estimated construction cost of \$75,000.00.

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**Purpose:**

The purpose of this report is to provide Council with an update on the closure of the H.H. Knoll pedestrian bridge and to obtain approval for staff to progress forward with the required design and maintenance work for a total estimated cost of \$89,930.00 to be funded from infrastructure reserve.

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**Background:**

The City of Port Colborne owns and maintains the H.H. Knoll pedestrian bridge that spans 76 meters between the Sugarloaf Harbour Marina and H.H. Knoll Lakeview Park parking lots. The structure is a truss style bridge and is inspected regularly in accordance with current legislated provincial requirements.

The most recent inspection report was completed on March 25, 2022 by GHD Group which indicated that the structure is in overall good condition however recommended that the abutment bearings needed replacement within the next 1 to 5 years. The estimated cost to complete the work at that time was \$58,000.

In response to a service request, City staff completed a site visit at the westerly end of the bridge on February 16, 2023. Upon initial investigation it was discovered that the



bolts anchoring the bridge to the abutment had failed. To ensure public safety City staff decided to immediately close the bridge to pedestrians for precautionary measures until staff were able to have the structure inspected by a qualified engineer.

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### **Discussion:**

City staff contacted GHD Group to complete a site visit to investigate the failing bolts and provide professional advice regarding the current condition and next steps. Upon completion of the site visit that took place on February 22, 2023, GHD Group engineers confirmed that the bridge was not in any threat to collapse or further deteriorate in the immediate future however recommended the bridge remain closed.

A work scope of the required maintenance completed by GHD Group indicated that the bearing areas of the bridge at both abutments needed repair and recommended the installation of new bearing pads/plates, new hold down anchors, expansion joint seal replacements and sliding cover plates at each end.

The estimated cost to complete the design of the bearing abutment repairs is \$14,930.00 excluding HST which is already underway to ensure a timely reopening. The cost to complete the construction of the required works is estimated by GHD Group staff to be between \$50,000.00 and \$75,000.00. The duration to complete the work is estimated at 3 working days and staff anticipate that the work can be completed before the upcoming May long weekend depending on contractor availability.

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### **Internal Consultations:**

Collaboration between the City's Communications, Sugarloaf Harbour Marina, and Public Works staff is ongoing to ensure impacted staff and users are kept up to date of the status of the bridge closure and will continue until required works are completed.

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### **Financial Implications:**

The estimated cost to complete the design work is \$14,930.00 excluding HST. Construction costs have yet to be confirmed but are estimated between \$50,000.00 and \$75,000.00.

The total cost of the project will be funded from the infrastructure reserve.

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**Public Engagement:**

A Public Notice has been posted on the City's website and will continue to be updated to ensure users and the public are kept informed on the status of the bridge closure and anticipated schedule of the construction work.

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**Strategic Plan Alignment:**

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

- City-Wide Investments in Infrastructure and Recreational/Cultural Spaces
- 

**Conclusion:**

After review of the current conditions of the pedestrian bridge spanning between the Sugarloaf Harbour Marina and H.H. Knoll Lakeview Park parking lots, staff recommends that the bridge remain closed until such time that the required maintenance on the bridge bearing abutments are completed.

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Respectfully submitted,

Joe Colasurdo

Manager of Infrastructure

905-835-2900 Ext. 234

[Joe.Colasurdo@portcolborne.ca](mailto:Joe.Colasurdo@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.

February 24, 2023

**CL 3-2023, February 23, 2023**  
**PHSSC 2-2023, February 14, 2023**  
**COM-C 14-2023, February 14, 2023**

***DISTRIBUTION LIST******SENT ELECTRONICALLY***

Motion Respecting Declarations of Emergency for Homelessness, Mental Health and Opioid Addiction

COM-C 14-2023

Regional Council, at its meeting held on February 23, 2023, passed the following recommendation, as amended, of its Public Health and Social Services Committee:

Whereas Niagara Regional Council acknowledges that the challenges of homelessness, mental health and the opioid crisis are exceptionally complex issues that have a measurable and significantly detrimental impact on the residents of the Niagara region, including the loss of life;

Whereas addressing these issues places extreme stress on upper and lower-tier municipal programs and services, the Niagara Regional Police, Niagara Health, Emergency Medical Services and various non-profit service providers across the region;

Whereas the challenges of homelessness, mental health and opioids have seen a trend of becoming more prevalent in recent years and continue to have a significant impact on the Niagara community;

Whereas Niagara Region, through the staff in Community Services and Public Health, has taken many steps to address these issues with the development and provision of best-practice programming designed to mitigate their impact on the community;

Whereas Niagara Regional Council acknowledges that the challenges of homelessness, mental health and the opioid crisis are intrinsically diverse and should not be viewed as a single monolithic problem;

Whereas addressing these challenges will require strategies and tactics that are specifically designed for each of the unique issues;

Whereas Niagara Region accepts that the responsibility to address these challenges rests with multiple stakeholders, including the provincial government and its agencies;

Whereas 26 Niagara agencies within the Region, including Public Health and Emergency Medical Services, have collaboratively developed a Substance Use Prevention Strategy known as the Opioid Prevention and Education Network of Niagara, and are actively implementing it;

Whereas Niagara Region is a “Built for Zero” community that has accurate and timely data regarding its homeless population and delivers programs and services targeted for strategically helping those individuals experiencing homelessness;

Whereas the challenges of homelessness, mental health and opioid addiction are found throughout the entire province of Ontario and are not unique to Niagara;

Whereas Niagara Regional Council recognizes that municipal emergencies in Ontario are declared by the head of council as per the process detailed in the Emergency Management and Civil Protections Act; and

Whereas Niagara Regional Council acknowledges that the declaration of an emergency does not immediately result in a municipality receiving any additional funds or resources from senior levels of government.

NOW THEREFORE BE IT RESOLVED:

1. That the Regional Chair **BE DIRECTED** to formally issue three separate declarations of emergency, in the areas of homelessness, mental health and opioid addiction, as per the procedure outlined in the Emergency Management and Civil Protection Act;
2. That the Regional Chair **BE DIRECTED** to send correspondence to the Provincial Government requesting that action be taken on the eight measures proposed by the Association of Local Public Health Agencies (as previously endorsed by Regional Council on June 23, 2022), including:
  - a. Creation of a multi-sectoral task force to guide the development of a robust provincial opioid response plan that will ensure necessary resourcing, policy change, and health and social system coordination;
  - b. Expanding access to evidence informed harm reduction programs and practices including lifting the provincial cap of 21 Consumption and Treatment Service (CTS) Sites, funding Urgent Public Health Needs Sites (UPHNS) and scaling up safer supply options;
  - c. Revision of the current CTS model to address the growing trends of opioid poisoning amongst those who are using inhalation methods;
  - d. Expanding access to opioid agonist therapy for opioid use disorder through a range of settings (e.g. mobile outreach, primary care, emergency departments, Rapid Access to Addiction Medicine Clinics), and a variety of medication options;

- e. Providing a long-term financial commitment to create more affordable and supportive housing for people in need, including people with substance use disorders;
  - f. Addressing the structural stigma and harms that discriminate against people who use drugs, through provincial support and advocacy to the Federal government to decriminalize personal use and possession of substances and ensure increased investments in health and social services at all levels;
  - g. Increasing investments in evidence-informed substance use prevention and mental health promotion initiatives that provide foundational support for the health, safety and well-being of individuals, families, and neighbourhoods, beginning from early childhood; and
  - h. Funding additional and dedicated positions for public health to support the critical coordination and leadership of local opioid and substance abuse strategies;
- 3. That the Regional Chair **BE DIRECTED** to send correspondence to the Minister of Municipal Affairs and Housing requesting action be taken to correct the funding allocation model for homelessness based on the results of Auditor General's 2021 report which found that provincial funding in this area is incorrect;
  - 4. That the Regional Chair **BE DIRECTED** to send correspondence to the Ministry of Health and the CEO of Ontario Health requesting that the province immediately commit to fully funding gaps in mental health service as have been identified in the Needs Based Planning project by Niagara Ontario Health Team's Mental Health and Addictions Working Group, as well as funding ongoing annual increases as required by inflation and population need;
  - 5. That the Regional Chair **BE DIRECTED** to send correspondence to Federal Minister of Justice and Attorney General, David Lametti, and Federal Minister of Health, Jean-Yves Duclos, reaffirming Regional Council's October 22, 2020 motion urging the Federal government convene a task force to explore the legal regulation and decriminalization of all drugs in Canada;
  - 6. That the Regional Chair **BE DIRECTED** to send correspondence to the Association of Municipalities of Ontario (AMO) requesting that targeted advocacy be conducted in these areas, including the development of a singular motion that can be ratified by municipal councils across Ontario calling on the province to take immediate action;
  - 7. That Niagara Region, through its Public Health and Social Services Committee, **URGE** the federal government to declare homelessness as a humanitarian crisis; and

8. That this motion **BE CIRCULATED** to the local area municipalities, all municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and local MPs and MPPs.

Yours truly,



Ann-Marie Norio  
Regional Clerk  
:kl

CLK-C 2023-019

Distribution List:

Local Area Municipalities  
All Ontario Municipalities  
Federation of Canadian Municipalities  
Chris Bittle, Member of Parliament, St. Catharines  
Vance Badawey, Member of Parliament, Niagara Centre  
Tony Baldinelli, Member of Parliament, Niagara Falls  
Dean Allison, Member of Parliament, Niagara West  
Jennie Stevens, Member of Provincial Parliament, St. Catharines  
Jeff Burch, Member of Provincial Parliament, Niagara Centre  
Wayne Gates, Member of Provincial Parliament, Niagara Falls  
Sam Oosterhoff, Member of Provincial Parliament, Niagara West

**Administration**

Office of the Regional Clerk

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

Telephone: 905-980-6000 Toll-free: 1-800-263-7215 Fax: 905-687-4977

[www.niagararegion.ca](http://www.niagararegion.ca)

February 24, 2023

**CL 3-2023, February 23, 2023****PEDC 2-2023, February 15, 2023****PDS 2-2023, February 15, 2023*****DISTRIBUTION LIST******SENT ELECTRONICALLY***Niagara Region Climate Change Projections

PDS 2-2023

Regional Council, at its meeting held on February 23, 2023, passed the following recommendation of its Planning and Economic Development Committee:

That Report PDS 2-2023, dated February 15, 2023, respecting Niagara Region Climate Change Projections, **BE RECEIVED** and **BE CIRCULATED** to Local Area Municipalities, the Niagara Peninsula Conservation Authority (NPCA) and Niagara Adapts.

A copy of PDS 2-2023 is enclosed for your reference.

Yours truly,

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

Ann-Marie Norio

Regional Clerk

js

CLK-C 2023-022

cc: Susan McPetrie, Planner, Planning & Development Services  
Michelle Sergi, Commissioner, Planning & Development Services  
Nicole Oakes, Executive Assistant to the Commissioner, Planning and  
Development Services

Distribution List:

Local Area Municipalities  
Niagara Peninsula Conservation Authority (NPCA)  
Niagara Adapts



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**Subject:** Niagara Region Climate Change Projections

**Report to:** Planning and Economic Development Committee

**Report date:** Wednesday, February 15, 2023

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## Recommendations

1. That Report PDS 2-2023 **BE RECEIVED** for information; and
2. That a copy of Report PDS 2-2023 **BE CIRCULATED** to the Local Area Municipalities, the Niagara Peninsula Conservation Authority (NPCA) and Niagara Adapts.

## Key Facts

- The purpose of this report is to provide an overview and a summary of key findings of the Climate Modeling and Projections project completed by the Ontario Climate Consortium (OCC) on behalf of Niagara Region.
- Niagara Region retained the OCC in February of 2021 to deliver:
  - a climate projections report, including an analysis of regional climate trends and impacts on economic sectors (Appendix 1); and
  - a training session for staff and interested parties to build capacity and facilitate integration of the climate data into future projects, policies and initiatives.
- The OCC modelled region-specific climate data for various climate parameters in the short-term (2021-2050) and the long-term (2051-2080), relative to baseline values (1971-2000), using both a business-as-usual (increasing greenhouse gas emissions) scenario and a stabilized emissions scenario.
- Based on the analysis completed by the OCC, under the business-as-usual scenario, Niagara Region is expected to experience a wetter and warmer climate with more extreme precipitation and temperature events, which may pose threats to the health of communities, natural systems, infrastructure, agriculture, economy, and services within the region.

- The projections provide critical data about Niagara's changing climate that can be used to inform the planning and implementation of strategies to help communities prepare for the impacts of climate change. This data was also used to inform the policies of the newly approved Niagara Official Plan.

## **Financial Considerations**

There are no financial considerations directly related to this report. The costs associated with completing the Climate Modeling and Projections project were accommodated within the Council approved project budget for the Niagara Official Plan (NOP) (2017-2021).

## **Analysis**

Climate models use computer programs to simulate the earth's weather patterns over time and generate predictions about future climate conditions under different scenarios, such as increasing greenhouse gas emissions. These predictions provide data that can inform the planning and implementation of adaptation strategies to help communities prepare for the impacts of climate change.

In January 2021, the Planning and Economic Development Committee endorsed an updated climate change work program for the new NOP (PDS 6-2021). A key pillar of that work program was to develop regional climate models and projections as a means of providing critical data about Niagara's changing climate, which can be used to inform policy decisions at the Regional and local municipal levels.

## **Project Overview and Milestones**

Niagara Region engaged the OCC, a branch of the Toronto and Region Conservation Authority, as the technical lead on the Climate Modeling and Projections project, with the NPCA as a project partner. Work began on the study in February 2021.

The project work plan included two key deliverables:

- The first was a climate projections report that provided an overview of the methodology, an analysis of predicted climate trends and impacts throughout the region, as well as maps and graphs for key climate variables. The report also included discussion of the differences between climate projections for Niagara's northern and southern regions.

- The second deliverable was a training session for staff and other interested parties to help enhance understanding of the climate data and how this information can be applied and integrated into future work. Upon completion of the climate projections report, a training session was held for Regional, local and NPCA staff on February 15, 2022. The presentation slides and a recording of the session were made publicly available on [Niagara Region's Official Plan](http://www.niagararegion.ca/official-plan/) website (www.niagararegion.ca/official-plan/).

In addition to the report and training session, the project team also held working sessions to confirm the methodology and climate parameters used in the project and to provide preliminary findings for comment and feedback. Local area municipalities and agencies were invited to participate in the sessions.

One of these sessions included a meeting with the Brock University staff members leading Niagara Adapts, a partnership between the University and municipalities in the region focused on climate change adaptation planning.

## **Methodology**

Using an ensemble of climate models, the OCC developed region-specific projections for selected climate parameters for short-term (2021-2050) and long-term (2051-2080) periods, and compared them to values for a baseline (1971-2000) period. There were 52 climate parameters analyzed including, mean annual temperature, annual average number of days above 35 degrees Celsius, annual average number of days below -20 degrees Celsius, total average annual precipitation and maximum precipitation in one day.

For each of the future periods, short- and long-term, the climate data were modelled for two different socio-economic scenarios of greenhouse gas emissions: business-as-usual and stabilized emissions. The business-as-usual scenario projects continued increases to greenhouse gas concentrations beyond the end of this century. In the stabilized scenario, emissions would decline by mid-century and then stabilize by 2100. This scenario assumes implementation of climate policies limiting emissions and shifts in the current energy and transportation system. Given the challenges in anticipating global climate action, the climate projections report focuses on the business-as-usual scenario results and includes summary tables for the stabilized scenario in an appendix.

## **Results**

The tables in this section provide a summary of findings for key climate parameters under the business-as-usual emissions scenario. A full description and discussion of the projections for all 52 climate parameters analyzed in the project is contained in the Climate Projections for Niagara Region report in Appendix 1.

### **Temperature**

Based on the analysis completed by the OCC, daily mean, maximum and minimum temperatures are expected to increase throughout Niagara (Table 2). The region will likely experience an average annual temperature increase of 2 degrees Celsius from the baseline to short-term climate period and 3.6 degrees Celsius from the baseline to long-term climate period. The most significant impact will be observed in areas in the northwest portion of the region, where average annual temperatures are expected to be the highest in all three climate periods.

Increasing winter temperatures will result in more variable weather, including the timing and amount of precipitation and an increasing shift from snowfall to rainfall. Rainfall during winter months, when soils may be frozen and less permeable to infiltration, can contribute to more runoff and flooding conditions.

**Table 1:** Daily Mean, Maximum and Minimum Temperature Projections for the Business-as-Usual Emissions Scenario for the Niagara Region

<b>Climate Parameters</b>	<b>Baseline (1971-2000) (°C)</b>	<b>Short-Term (2021-2050) (°C )</b>	<b>Long-Term (2051-2080) (°C)</b>	<b>Trend</b>
Mean Annual Temperature	8.7	10.7	12.3	Increasing
Summer Mean Maximum Daily Air Temperature	24.9	26.7	28.4	Increasing
Winter Mean Maximum Daily Air Temperature	0.7	3.3	4.7	Increasing
Summer Mean Minimum Daily Air Temperature	15.23	17.1	18.6	Increasing
Winter Mean Minimum Daily Air Temperature	-7.09	-5.0	-2.3	Increasing

During the summer, increased temperatures will result in more extreme heat days where temperatures are above 30 degrees Celsius. The number of days above 30 degrees Celsius is projected to increase from 10.4 days per year in the baseline period to 23.9 days per year in the short-term and 39.4 days per year in long-term (Table 3). Extreme heat events can intensify existing health conditions and trigger a variety of heat-stress conditions, particularly in vulnerable populations.

Extreme cold conditions are expected decline. Annual average minimum daily temperatures will increase from the baseline period by 1 to 3 degrees Celsius during 2021-2050 and by 3 to 4.5 degrees Celsius during the 2051-2080 climate period. The number of days below -10 degrees Celsius is expected to decrease from 32.4 days per year in the baseline period to 20.3 days per year in the short-term and 7.6 days per year in the long-term (Table 3). Increasing temperatures in both the winter and summer, may have ecological impacts, including reduced habitat suitability and an increase in the northward migration of invasive species.

**Table 2:** Extreme Temperature Projections for the Business-as-Usual Emissions Scenario for the Niagara Region

<b>Climate Parameters</b>	<b>Baseline (1971-2000) (days/year)</b>	<b>Short-Term (2021-2050) (days/year )</b>	<b>Long-Term (2051-2080) (days/year )</b>	<b>Trend</b>
Days Above 35°C	0.3	2.1	7.1	Increasing
Days Above 30°C	10.4	23.9	39.4	Increasing
Days Above 25°C	53.5	77.7	95.8	Increasing
Tropical Nights (days with min. temps. above 20°C)	9.4	24.5	46.2	Increasing
Days Below -20°C	4.2	2.2	0.1	Decreasing
Days Below -15°C	12.3	6.5	1.0	Decreasing
Days Below -10°C	32.4	20.3	7.6	Decreasing
Days Below 0°C	125.1	105.7	83.8	Decreasing

## Precipitation

Total precipitation is projected to increase over the next two climate periods (2020-2051 and 2051- 2080) relative to the baseline (Table 4). An increase between 0.1 – 0.9 mm and 0.2 – 1 mm is expected for the short and long-term future periods, respectively. The southern part of the region has a higher annual precipitation than northern areas across all climate periods. However, the northern part of the region will see a slightly higher increase (12 per cent) in precipitation than the southern region (11 per cent).

The maximum precipitation falling in one day is expected to increase by about 10 per cent in the long-term period. The maximum amount of precipitation falling over three consecutive days is expected to increase by 6 per cent from the baseline to the long-term period. The frequency of extreme precipitation days (i.e., daily precipitation greater than 25 mm) is projected to increase by 21 per cent and 47 per cent in the short and long-term periods, respectively, relative to the baseline (Table 4).

These extreme precipitation events can lead to flooding, riverbank erosion, negative impacts on water quality and infrastructure damage. In particular, heavy precipitation combined with warmer temperatures in the winter may result in greater runoff and flooding due to the potentially frozen ground.

**Table 3:** Precipitation Projections for the Business-as-Usual Emissions Scenario for the Niagara Region

<b>Climate Parameters</b>	<b>Baseline (1971-2000)</b>	<b>Short-Term (2021-2050)</b>	<b>Long-Term (2051-2080)</b>	<b>Trend</b>
Total Average Annual Precipitation (mm)	1080.6	1135.0	1192.0	Increasing
Maximum Precipitation in 1 day (mm)	70.7	72.7	78.1	Increasing
Maximum Precipitation in 3 days (mm)	112.4	109.3	119.5	Increasing
Extreme Precipitation Days (# days/year where precipitation exceeds 25 mm)	4.8	5.8	7.1	Increasing

### **Agricultural Parameters**

The results from the growing season analysis indicate that the total increase from 1971-2000 to 2051-2080 in the growing season will be approximately 15 days under the business-as-usual emissions scenario (Table 5). However, the modeling showed occurrence of cold snaps following onset of the growing season and instances of warmer temperatures returning after the growing season end day. Therefore, growing season length will be impacted by the ability of the crops to withstand temperature fluctuations.

With the temperature rise, the region is expected to have more ideal days for growing crops including corn, canola, forage crops and beans. The number of Growing Degree Days above zero degrees Celsius are predicted to increase by 30 per cent by the long-term future climate period (2051-2080) compared to the baseline period (1971 -2000). However, with an increase in temperature comes the risk of more pests. The number of Growing Degree Days for pest occurrence in the region is expected to increase two-fold by the long-term climate period compared to the baseline period (Table 5).

**Table 4:** Projections for Agricultural Parameters for the Business-as-Usual Emissions Scenario for the Niagara Region

<b>Climate Parameters</b>	<b>Baseline (1971-2000)</b>	<b>Short-Term (2021-2050)</b>	<b>Long-Term (2051-2080)</b>	<b>Trend</b>
Growing Season Length (days/year)  (annual # of days after 5 consecutive days above 5°C and before 5 consecutive days below 5°C)	186	194	201	Increasing
Growing Degree Days (days/year)  (index of the amount of heat available for the growth and maturation of plants and insects)	3584.1	4104.0	4641.7	Increasing
Growing Degree Days at Risk of Presence of Pests (days/year)	594.2	911.9	1128.2	Increasing
Freeze-Thaw Cycles (events/year)	76.6	67.4	55.8	Decreasing
Ice Potential (days/year)	19.0	16.1	11.7	Decreasing

With increased temperatures, it is expected that there will be fewer freeze-thaw cycles and less occurrence of ice. The freeze-thaw cycle in the region is expected to decline by 27 per cent during the long-term climate period compared to the baseline period. Ice potential is predicted to decrease over 35 per cent from the baseline until the long-term climate period (Table 5). While there may be an overall increase in growing season length, the expected increase in intense heat and precipitation events, as well as the increased presence of pests, may post a risk to crops and have a negative impact on production.



## **Next Steps**

In September of 2021, Regional Council passed a motion declaring a climate change emergency. The Climate Modeling and Projections project provides critical information that will support policies and action to respond and adapt to this emergency. This dataset will be shared with Regional staff and local area municipalities and agencies (i.e. Niagara Adapts, NPCA), to ensure that policy-makers and resource managers have access to a consistent source of information to support decisions.

At the Regional level, the climate data has already been utilized by Niagara Region's Public Health and Emergency Services to complete the 2022 Assessment of Health Impacts and Vulnerabilities Due to Climate Change report. The report draws on the climate predictions to identify expected health impacts for Niagara residents and the adaptive capacity to respond to these impacts. Corporate Strategy and Innovation have also used the climate projections to support development of new corporate greenhouse gas emission reduction targets.

In March 2023, staff are bringing a climate change report to Council on the Region's process on the 2021 climate change emergency declaration items, the Partner's for Climate Protection program, new greenhouse gas emission targets and community partnerships and engagement.

As identified in the NOP, the climate projections will be used to inform an assessment of climate change vulnerabilities throughout the region, such as risks to infrastructure, natural features and resources. The NOP also identifies that the climate data will inform the development and implementation of a climate change adaptation strategy to prepare for and mitigate the impacts of climate change.

With the increasing need to consider the impacts of climate change on Regional services and operations, the climate projections data will play a critical role in planning for anticipated changes and identifying opportunities to increase climate resilience.

## **Alternatives Reviewed**

This report is prepared for information only; therefore, no alternatives are provided.

## **Relationship to Council Strategic Priorities**

The information in this report relates to the following Council strategic priorities:

- Priority 2: Healthy and Vibrant Communities
  - Objective 2.1 Enhance Community Well-Being
- Priority 3: Responsible Growth and Infrastructure Planning
  - Objective 3.2 Environmental Sustainability and Stewardship
  - Objective 3.3 Maintain Existing Infrastructure

## **Other Pertinent Reports**

- PDS 22-2018 Climate Change Framework
- PDS 6-2021 Climate Change Work Program Update
- PDS 17-2021 Niagara Official Plan Consolidated Policy Report
- PDS-C 31-2021 Niagara Climate Modeling Project Update

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### **Prepared by:**

Susan McPetrie  
Planner  
Planning and Development Services

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### **Recommended by:**

Michelle Sergi, MCIP, RPP  
Commissioner  
Planning and Development Services

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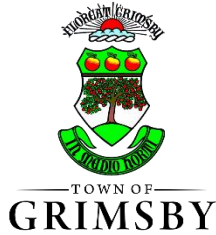
### **Submitted by:**

Ron Tripp, P.Eng.  
Chief Administrative Officer

This report was prepared in consultation with Lindsey Morin, MCIP, RPP, Senior Planner and Beatrice Perna, Climate Change Specialist, and reviewed by Erik Acs, MCIP, RPP, Manager of Community Planning.

## **Appendices**

Appendix 1 [Climate Projections for Niagara Region](https://www.niagararegion.ca/official-plan/pdf/climate-projections.pdf)  
(<https://www.niagararegion.ca/official-plan/pdf/climate-projections.pdf>)



**The Corporation of the Town of Grimsby  
Administration**

Office of the Town Clerk

160 Livingston Avenue, Grimsby, ON L3M 0J5

**Phone:** 905-945-9634 Ext. 2171 | **Fax:** 905-945-5010

**Email:** [bdunk@grimsby.ca](mailto:bdunk@grimsby.ca)

February 24, 2023

SENT VIA E-MAIL

Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto ON M7A 1A1

Attention: Doug Ford, Premier

Dear Mr. Ford

**RE: Barriers for Women in Politics**

Please be advised that the Council of the Corporation of the Town of Grimsby at its meeting held on February 21, 2023 passed the following resolution:

**C-23-055**

Moved by: Councillor DiFlavio; Seconded by: Councillor Freake

WHEREAS, the Town of Grimsby values equality and inclusivity in all areas of life, including politics;

WHEREAS, women have historically been underrepresented in politics, and continue to face barriers and discrimination in their pursuit of elected office;

WHEREAS, misogyny and harassment have been identified as significant challenges for women in politics, both in Canada and around the world;

WHEREAS, the Town of Grimsby believes that all individuals have the right to participate in a political environment that is free from discrimination, harassment, and misogyny;

THEREFORE, BE IT RESOLVED, that the Town of Grimsby expresses its support for women in politics and their right to participate in a political environment that is free from misogyny and harassment, and where everyone feels equal.

BE IT FURTHER RESOLVED, that the Town of Grimsby commits to taking steps to ensure that our political environment is inclusive and welcoming to all individuals, regardless of gender, race, ethnicity, religion, sexual orientation, or other identity factors.

BE IT FURTHER RESOLVED, that the Town of Grimsby encourages other municipalities in Ontario and across Canada to join us in supporting women in politics and promoting gender equality in all areas of society.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to all Ontario Municipalities for endorsement, the Premier of Ontario, the Minister of Municipal Affairs and Housing, Grimsby's MP and MPP, and the Association of Municipalities of Ontario to express the Town of Grimsby's commitment to this issue and encourage action at the provincial level to create legislation to ensure equality, safety, and security.

**UNANIMOUSLY CARRIED**

If you require any additional information, please let me know.

Regards,



Bonnie Nistico-Dunk  
Town Clerk

cc.  
All Ontario Municipalities  
Steve Clark, Minister of Municipal Affairs and Housing  
Dean Allison, MP – Niagara West  
Sam Oosterhoff, MPP – Niagara West  
Association of Municipalities of Ontario



**The Corporation of the Town of Grimsby  
Administration**

Office of the Town Clerk

160 Livingston Avenue, Grimsby, ON L3M 0J5

**Phone:** 905-945-9634 Ext. 2171 | **Fax:** 905-945-5010

**Email:** [bdunk@grimsby.ca](mailto:bdunk@grimsby.ca)

February 27, 2023

438 University Ave  
6<sup>th</sup> Floor  
Toronto, ON  
M7A 1N3

SENT VIA E-MAIL

Attention: Hon. Neil Lumsden, Minister of Tourism, Culture and Sport

**RE: Changes to the Municipal Heritage Register**

Please be advised that the Council of the Corporation of the Town of Grimsby at its meeting held on February 6, 2023 passed the following resolution:

WHEREAS the Municipal Heritage Register is an important tool for the preservation and protection of cultural heritage properties within the Town of Grimsby and throughout the province of Ontario;

WHEREAS cultural heritage properties are those which have potential cultural heritage value or interest but have yet to been formally evaluated as per the process prescribed in the Ontario Heritage Act;

WHEREAS listed properties are labelled as such as they are 'listed' in the Town of Grimsby's Municipal Heritage Register, which identifies all municipally-recognized cultural heritage resources;

WHEREAS the Municipal Heritage Register allows municipalities to regulate demolition on properties protected under section 27 of the Ontario Heritage Act, ensuring that their cultural heritage value is preserved for future generations;

WHEREAS "listing" a property on the municipal heritage register recognizes a property's cultural heritage value, and is generally less complex, time-consuming, and

economically burdensome to local municipalities than pursuing the designation of a property as outlined within the existing process, which requires extensive research and documentation;

WHEREAS the “listing” of properties on the Municipal Heritage Register provides a measure of protection, ensuring that these properties cannot be demolished without the approval of the municipality;

WHEREAS it is important to list properties of cultural heritage value or interest, including those that are not currently designated, in order to ensure their preservation for future generations;

WHEREAS the 60-day demolition provision in the Ontario Heritage Act provides a short time frame for the municipality to consider the heritage value of a property before it may be demolished;

WHEREAS the new requirements of the Ontario Heritage Act mandate the assessment of an unreasonable amount of resources for a local municipality within a 2-year timeline;

WHEREAS the new requirement of removal after the 2-year anniversary leaves resources exposed, and unprotected for up to 5 years;

WHEREAS the new requirements do not allow the municipality to further assess our nationally significant resources, more specifically resources connected to the War of 1812, our indigenous communities and culture, people of colour, LGBTQ+, and impacts our community’s commitment to ensure preservation of our inclusive history.

THEREFORE, BE IT RESOLVED that the Council of the Town of Grimsby addresses this resolution to the government of the Province of Ontario, affirming the importance of the Municipal Heritage Register and its role in preserving the cultural heritage of municipalities throughout the province;

BE IT FURTHER RESOLVED that this Council of the Town of Grimsby encourages the government of the Province of Ontario to make changes to the Ontario Heritage Act which promote the retention and expansion of the Municipal Heritage Register, including

the listing of properties of cultural heritage value or interest that are not currently designated;

BE IT FURTHER RESOLVED that this Council of the Town of Grimsby encourages the government of the Province of Ontario to change the Ontario Heritage Act to protect the 60-day demolition provision indefinitely, rather than for a maximum of 2 years in order to provide adequate time for the municipality to consider the heritage value of properties before they may be demolished;

BE IT FURTHER RESOLVED that this Council of the Town of Grimsby circulate this notice of motion to the municipalities of Ontario for endorsement and circulation to the Province.

If you require any additional information, please let me know.

Regards,

A handwritten signature in cursive script, appearing to read "Bonnie Nistico-Dunk".

Bonnie Nistico-Dunk  
Town Clerk

cc. All Ontario Municipalities





The Corporation of the Township of Moonbeam  
53 St. Aubin Avenue, PO Box 330  
Moonbeam, ON P0L 1V0  
TEL (705)-367-2244 FAX (705)-367-2610  
[administration@moonbeam.ca](mailto:administration@moonbeam.ca)

## THE CORPORATION OF THE TOWNSHIP OF MOONBEAM RESOLUTION

**NUMBER:** 042-2023  
**DATE:** March 2, 2023  
**PROPOSED BY:** Jessica Gibson Demers  
**SECONDED BY:** Nadine Morin

---

**WHEREAS** an announcement in the media was made that the English Public School Boards Association, the largest school association in the province, is asking for the end of the moratorium on most pupil accommodation reviews;

**AND WHEREAS** this announcement potentially threatens the future closure of schools in many single school municipalities;

**AND WHEREAS** access to education and the presence of a school in a community is an essential service and has a direct link to the quality of life in a community;

**AND WHEREAS** schools play a key role in improving services and quality of life in a community and are viewed as activity centres where children have access to education, health services, recreation and culture;

**AND WHEREAS** schools are an important factor in the retention and attraction of residents in a community and is essential in order to resolve labour shortages and allow economic development and growth in small rural municipalities;

**AND WHEREAS** demographics in many areas are currently shifting and changing quickly as we work on meeting needs of many Ontario residents during a housing crisis;

**NOW THEREFORE BE IT RESOLVED** that Council is requesting provincial government through the Minister of Education to extend the moratorium on most pupil accommodation reviews in order to allow municipalities, townships, neighborhoods or subdivisions the opportunity to prosper, develop and grow without being hindered by school closure because of current low enrollments that could quickly change.

**FURTHER BE IT RESOLVED** that this resolution be forwarded to Premier Doug Ford, MPP Guy Bourguoin and all Ontario municipalities.

Carried ☒ Defeated ☐ Differed ☐

Éric Côté

**President Officer**

Name	Yes	No
Côté, Éric		
Della-Pieta, Jacques		
Gibson Demers, Jessica		
Le Saux Néron, Hélène		
Morin, Nadine		

Certified by: Biggitt E. Genuel  
Clerk

February 28, 2023

**Via email only**

To: The Honourable Steve Clark, Minister of Municipal Affairs and Housing  
[minister.mah@ontario.ca](mailto:minister.mah@ontario.ca)  
The Honourable Doug Ford, Premier of Ontario  
[doug.fordco@pc.ola.org](mailto:doug.fordco@pc.ola.org)  
The Honourable Dave Smith, MPP Peterborough-Kawartha  
[dave.smithco@pc.ola.org](mailto:dave.smithco@pc.ola.org)  
The Honourable Michelle Ferreri, MP Peterborough-Kawartha  
[michelle.ferreri@parl.gc.ca](mailto:michelle.ferreri@parl.gc.ca)  
Curve Lake First Nation  
[audreyp@curvelake.ca](mailto:audreyp@curvelake.ca)  
The Association of Municipalities Ontario  
[amo@amo.on.ca](mailto:amo@amo.on.ca)

**Re: Oath of Office**

Please be advised that during their Regular Council meeting held February 21, 2023, Council passed the following resolution:

Resolution No. **R2023-119**

Moved by Councillor Franzen  
Seconded by Deputy Mayor  
Armstrong

**Whereas** most municipalities in Ontario have a native land acknowledgement in their opening ceremony; and

**Whereas** a clear reference to the rights of Indigenous people is the aim of advancing Truth and Reconciliation; and

**Whereas** Call to Action 94 of the Truth and Reconciliation Commission of Canada called upon the Government of Canada to replace the wording of the Oath of Citizenship to include the recognition of the laws of Canada including Treaties with Indigenous Peoples; and

**Whereas** on June 21, 2021 an Act to amend The Citizenship Act received royal assent to include clear reference to the rights of Indigenous peoples aimed at advancing the Truth and Reconciliation Commission's Calls to Action within the broader reconciliation framework; and

**Whereas** the Truth and Reconciliation Commission of Canada outlines specific calls to action for municipal governments in Canada to act on, including education and collaboration;

**Therefore be it resolved that** Council request to the Minister of Municipal Affairs and Housing that the following changes be made to the municipal oath of office: I will be faithful and bear true allegiance to His Majesty King Charles III and that I will faithfully observe the laws of Canada including the Constitution, which recognizes and affirms the Aboriginal and treaty rights of First Nations, Inuit and Metis peoples; and further

**That** this resolution be forwarded to the Association of Municipalities of Ontario (AMO), all Ontario municipalities, MPP Dave Smith, MP Michelle Ferreri, Premier Doug Ford and Curve Lake First Nation.

Carried.

Sincerely,

Mayor and Council of the Municipality of Trent Lakes

Cc: All Ontario municipalities

**From:** [Grant Bivol](#)  
**To:** [clerk@hamilton.ca](#); [clerks@stcatharines.ca](#); [clerk@westlincoln.ca](#); [Clerk, Thorold \(clerk@thorold.com\)](#); [clerks@lincoln.ca](#); [clerks@stcatharines.ca](#); [clerks@pelham.ca](#); [clerks@grimsby.ca](#); [NOTL](#); [clerk@niagarafalls.ca](#); [Norio, Ann-Marie](#); [Clerk](#); [clerk@welland.ca](#); [City Clerk](#); [Schofield, Carol](#)  
**Subject:** NPCA Board of Directors' 2023 Meeting Schedule  
**Date:** February 24, 2023 3:00:20 PM  
**Attachments:** [NPCA 2023 Meeting Schedule.pdf](#)  
[2023 NPCA Meeting Calendar.pdf](#)

---

Good afternoon,

Please be advised that at its Annual General Meeting of February 17, 2023, the Board of Directors of the Niagara Peninsula Conservation Authority adopted the following resolution:

*Resolution No. FA-16-2023*

*Moved by Member Clark*

*Seconded by Member Huson*

1. ***THAT*** Report No. FA-01-23 RE: Board of Directors' 2023 Meeting Schedule ***BE RECEIVED***.
2. ***THAT*** Appendices 1 and 2 to Report No. FA-01-23 RE: Board of Directors' 2023 Meeting Schedule ***BE APPROVED*** with amendment to denote a 9:00 am start time to meetings.
3. ***AND THAT*** the meeting schedule ***BE MADE*** available on the NPCA website and ***PROVIDED*** to the participating and local area municipalities.

**CARRIED**

Accordingly, for your reference, please find attached the NPCA Board of Directors' 2023 Meeting Schedule and the 2023 NPCA Board of Directors' Meeting Calendar representing Appendices 1 and 2 to the aforementioned Report No. FA-01-23. If you have any questions, please feel free to contact me directly.

Sincerely,

*Grant Bivol*

**Grant Bivol**

**NPCA Clerk / Board Secretariat**

Niagara Peninsula Conservation Authority (NPCA)

250 Thorold Road West, 3<sup>rd</sup> Floor, Welland, ON L3C 3W2

Tel: (905) 788-3135 ext. 250

[gbivol@npca.ca](mailto:gbivol@npca.ca)

[www.npca.ca](http://www.npca.ca)

The information contained in this communication, including any attachment(s), may be confidential, is intended only for the use of the recipient(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure of this communication, or any of its contents, is prohibited. If you have received this communication

in error, please notify the sender and permanently delete the original and any copy from your computer system. Thank-you. Niagara Peninsula Conservation Authority.

## NPCA Board of Directors' 2023 Meeting Schedule

**Full Authority Board Meetings (9:00 a.m.):** Friday, March 24  
Friday, April 21  
Friday, May 19  
Friday, June 16  
Friday, July 21  
Friday, September 15  
Friday, October 20  
Friday, November 17

There will be an additional Source Protection Authority Board meetings scheduled for the Fall of 2023 to co-incide with a regular Full Authority Board meeting.

### **Committee Meetings:**

**Finance Committee (9:00 a.m.):** Wednesday, April 5  
Wednesday, July 26  
Wednesday, October 25

**Governance Committee (9:00 a.m.):** Thursday, April 13  
Thursday, June 8  
Thursday, September 7

**Public Advisory Committee:** To Be Determined

**Wainfleet Bog Advisory Committee:** To Be Determined

# NPCA BOARD OF DIRECTORS' MEETING CALENDAR

## 2023

February						
S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
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26	27	28				

March						
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April						
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30						

May						
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28	29	30	31			

June						
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July						
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30	31					

August						
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October						
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29	30	31				

November						
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December						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

All meetings are scheduled to commence at 9:00 a.m.

  Full Authority Board Meeting
   Governance Meeting
   Finance Meeting

  Statutory Holiday / Office Closure
   March Break

\*\*December 15 Board Meeting – Optional



February 24, 2023

Hello,

We are writing to let you know that the Ministry of Natural Resources and Forestry is proposing to make amendments to [Ontario Regulation 161/17](#) under the [Public Lands Act](#) regarding the use of floating accommodations and camping on water over public lands in Ontario. In addition, minor changes (listed below) are proposed for added clarity and consistency in the regulation.

The proposed changes are described in a regulation proposal notice that was posted on Ontario's Regulatory Registry and the Environmental Registry of Ontario (ERO) on February 24, 2023 (ERO number [019-6590](#)).

The proposed changes related to floating accommodations were informed by feedback received by the ministry in response to the March 2022 ERO bulletin titled, "Seeking input about the use of floating accommodations on waterways over Ontario's public lands" (ERO number [019-5119](#)).

We are proposing to amend Ontario Regulation 161/17 to clarify the types of camping units that can be used to camp on water over public land. It is proposed that the definition of 'camping unit' will be clarified to allow for camping on liveaboards and houseboats but will exclude floating accommodations, float homes and barges with residential units or camping facilities.

We are also proposing to change the conditions that must be met when camping on water over public lands in Ontario by:

- reducing the number of days that a person can camp on water over public land (per location, per calendar year) from 21 days to 7 days
- increasing the distance that a person camping on water must move their camping unit to be occupying a different location from 100 metres to 1 kilometre
- adding a new condition to prohibit camping on water within 300 metres of a developed shoreline, including any waterfront structure, dock, boathouse, erosion control structure, altered shoreline, boat launch and/or fill.

In addition, we are proposing to:

- harmonize the conditions for camping on public land so that residents and non-residents are required to follow the same conditions when camping on water over public lands or on public lands
- specify conditions for swim rafts, jumps, ramps for water sports, heat loops and water intake pipes
- clarify that camping on a road, trail, parking lot or boat launch is prohibited
- amend the regulation to add the following to the list of excluded public lands to which section 21.1 of the *Public Lands Act* and Ontario Regulation 161/17 do not apply:
  - lands subject to an agreement authorizing the use of those lands
  - lands subject to an authorization under the *Aggregate Resources Act*.

We encourage you to review the proposal notice (ERO number [019-6590](#)) and provide feedback through the ERO. The comment period for the proposal closes on **April 11, 2023**.

### Online Information Sessions

We invite you to attend an online information session during which ministry staff will present an overview of the regulatory proposal and answer questions. Sessions will be held on the following dates:

Session 1 – Wednesday, March 8: 10:00 am to 11:30 am

Session 2 – Monday, March 20: 2:00 pm to 3:30 pm

If you wish to attend an online information session, please register by emailing [public.lands@ontario.ca](mailto:public.lands@ontario.ca) with the subject line “Regulatory Proposal Information Session” and indicate your preferred session date. You will receive a reply to your email with the session start/end times and information on how to join.

Sincerely,

Peter D. Henry, R.P.F.  
 Director, Crown Forests and Lands Policy Branch  
 Ministry of Natural Resources and Forestry

c: Pauline Desroches, Manager, Crown Lands Policy Section  
 Michelle Dano, Senior Program Advisor, Crown Lands Policy Section



## PORT COLBORNE

**Meeting  
Environmental Advisory Committee  
January 11, 2023 6:00 p.m.**

**The following were in attendance:**

Staff: Cassandra Banting  
Mae Lannan  
Janice Peyton

Council: Councillor Tim Hoyle

Public Members: George McKibbon  
Jack Hellinga  
Katherine Klauck  
Tim Lamb  
Trent Doan  
Tim Hoyle  
Ryan Waines  
Norbert Gieger

Interested citizens.

This was an online Microsoft Teams meeting.

---

**1. Call to Order**

Chair George McKibbon called the meeting to order at 6:05 p.m.

**2. Adoption of the Agenda**

Moved by Tim Lamb  
Seconded by Jack Hellinga

That the agenda dated January 11, 2023, be accepted as circulated.  
CARRIED.

**3. Disclosures of Interest**

Nil.

**4. Approval / Review of Previous Meeting Minutes**

Moved by Ryan Waines  
Seconded by Tim Lamb

That the minutes of November 9, 2022, be accepted as written.  
CARRIED.

**5. Planning & Legislative Services Department Memo & Proposed Terms of Reference**

Saima Tufail, Interim Deputy Clerk, reviewed the EAC revised terms of reference and recommended composition change. A copy of the memo and proposed terms of reference are attached to the minutes.

Saima responded to comments and questions of Chair George McKibbin. Saima will provide the Strategic Planning meeting dates to the committee once set. Procedural training for committee members will take place in February, there is no set date yet.

Moved by Jack Hellinga  
Seconded by Norbert Gieger

That the Planning & Legislative Services Department Memo & Proposed Terms of Reference be received for information.  
CARRIED.

**6. Public Works Update**

Cassandra Banting, Environmental Compliance Supervisor, provided the following update:

a) Urban Forest Management Plan

The Urban Forest Management Strategy and Plan survey has been released and was circulated committee members. There will be a public open house in the beginning of March at the Golden Puck Room at the Vale Health & Wellness Centre. Mae Lannan, Climate Change Coordinator, will provide further details of the open house when they are available.

b) Pilot Project – Native Species Plantings on City Boulevards

Dewitt Carter grade 7/8 students made a presentation to Council regarding replacing grass medians/areas, with native plants. Council supported the initiative and Public Works staff are looking at suitable locations for a pilot project.

c) EV Charging Stations

City staff continue to work with a 3<sup>rd</sup> party to review options and determine locations for EV charging stations.

Mae Lannan, Climate Change Coordinator, responded to comments and questions of committee members regarding EV charging stations.

**7. Draft Annual Report 2022**

Moved by Katherine Klauck  
Seconded by Norbert Gieger

That the EAC Annual Report for 2022 be circulated to the Acting City Clerk for Council.  
CARRIED.

A copy of the report is attached to the minutes.

**8. Ontario's Excess Soil Regulation**

George McKibbon provided an information package on Vale's CBRA and Ontario's On-site and Excess Soil Management Regulation 406/19. A copy is attached to the minutes.

George asked for volunteers to review the information produced by the Ministry of Environment and report back to this committee.

Jack Hellinga, Katherine Klauck, Tim Lamb, George McKibbon, and Harry Wells will form the study group.

An update on the status of the Site Alteration By-Law will be provided at the next meeting.

**9. Region's Climate Initiative**

Mae Lannan, Climate Change Coordinator, sits on the Niagara Climate Change Action Network (NCCAN) and the Niagara Climate Change Municipal Community of Practice (NCCMCP) committees. Mae will update the EAC on actions that are taken by these committees.

**10. Update on Fallout from Bill 23**

No discussion/comments on this item.

**11. Other Business**

Mae Lannan, Climate Change Coordinator, will keep a roster of meeting outcomes from external committees and groups for this committee and will liaise with those committees based on items of interest to the EAC.

## **12. Next Meeting /Adjournment**

With no further business to discuss, the meeting was adjourned at 7 p.m.

The next EAC meeting will be on Wednesday March 8<sup>th</sup> at 6 p.m.



**PORT COLBORNE**

## **Memorandum**

**To: Environmental Advisory Committee (EAC)**  
**From: Planning and Legislative Services Department-Clerk's Division**  
**Date: January 10, 2023**  
**Re: Revised Terms of Reference and Composition Change**

---

The purpose of this memorandum is to provide details for consideration, related to a revised committee structure and Terms of Reference. The recommendations contained in this memorandum together with the Council adopted Procedural By-law, Council and Committee Code of Conduct and revised Terms of Reference will ensure Port Colborne's committee structure is responsive, accountable, and transparent.

The Environmental Advisory Committee must provide advice and recommendations to Council as requested on areas within the committee's mandate with no authority for decision making or independent action. In order to accomplish the City goals, it is imperative to evaluate the role and make changes as necessary.

As a result, staff have conducted a thorough review of the current committee structure. The objective was to identify any existing gaps between committee responsibilities, the City's Strategic Plan and ensure alignment with the current organizational structure.

City staff are recommending a composition change for the EAC. Currently, the EAC is comprised of ten members from the public at large by resolution of Council. Staff is recommending the composition be changed to include seven members of the public. The changes recommended are to ensure that committees operate at a successful level by receiving citizen engagement and to develop workplans to align with Council's priorities identified in the City's strategic plan during their four-year term. The recommended change to the number of members will be done through attrition. Currently, there are four vacancies on the Committee, it is recommended that only two positions are filled. This will bring the current composition from ten members of the public to eight. In addition, recommendations are provided to update committee terms of reference to clarify the role of Council, staff, chairs, staff liaisons and committee members.

Input received from the Committee and Council has been incorporated in the proposed terms of reference. The recommended terms of reference attached to this memorandum set out the recommended committee structure moving forward. Once reviewed by the committee the amended Terms of Reference will be considered by Council. Next steps include Procedural training for members, agendas to be completed through the eSCRIBE software and annual workplans will be drafted.



## PORT COLBORNE

### Port Colborne Environmental Advisory Committee Terms of Reference

**Committee:** Environmental Advisory Committee

**Date Approved:**

**Date Revised:** N/A

**Approval:** Council

**Committee Resource:** Public Works

### 1. Purpose

The City of Port Colborne Environmental Advisory Committee (EAC) is an Advisory Committee of Council established to offer advice and recommendations to Council to support and to promote the integration of environmental, energy conservation, climate change and shoreline protection.

### 2. Mandate

The mandate of the EAC is to provide advice to Council on a range of environmental and sustainability issues including, but not limited to:

- 2.1 Assist with the creation, improvement and enhancement of waste reduction, reuse and recycling programs, water and energy conservation measures and climate change mitigation measures;
- 2.2 Identify emerging environmental and issues and technologies particularly those associated with climate warming adaptation and mitigation;
- 2.3 Investigate and recommend to Council opportunities to work with municipal partners on environmental projects and collaborations to improve the City's conservation practices or in addressing environmental concerns;
- 2.4 Identify and recommend to Council implementation of community outreach activities which support the growth of environmental awareness and appreciation;
- 2.5 Identify new or changing environmental legislation, conservation, environmental sustainability, and the environment in relation to overall quality of life;





## **PORT COLBORNE**

2.6 Investigate and recommend to Council funding opportunities that may be available for undertaking environmental upgrades;

2.7 Assist with and provide advice with respect to City properties and assets best suited for multi-faceted environmental conservation practices.

### **3. Membership Composition**

The Environmental Advisory Committee shall consist of the following voting and non-voting members:

3.1 Seven voting members who shall be eighteen years or older and residents in the City of Port Colborne members shall be appointed from the public at large by resolution of Council. One citizen member should be under the age of 25, if possible.

3.2 Two non-voting members of Council will be appointed to the Advisory Committee to act as a liaison to the committee. The Mayor is an ex-officio non-voting member of the Committee.

3.3 One non-voting member of staff who shall act as a resource person, recording secretary and shall provide administrative support to the Committee. Additional members of Staff may be called on for specific subject matter expertise as a committee resource.

3.4 One non-voting representative of the Niagara Peninsula Conservation Authority (NPCA), who shall be designated by the NPCA to serve as a resource person to the Committee.

### **4. Citizen Membership Eligibility Criteria**

To facilitate the nomination and appointment of new citizen members to the EAC, the following criteria will be considered. The aim is to achieve a diverse committee with a combination of technical experts and community representatives.



## **PORT COLBORNE**

### **4.1 Residency**

Members must be a tenant or owner of land in the City of Port Colborne, or the spouse of such owner or tenant.

### **4.2 Technical Expertise**

A high level of technical expertise is required within the Committee. Applicants with academic qualifications and/or work experience in environmentally related disciplines will be an important consideration.

### **4.3 Community Representatives**

Consideration shall be given to the individual's level of participation and knowledge of environmental issues and the planning process. The relevance of their interests to the mandate of EAC will be an important consideration.

Where possible, one member should be drawn from those under the age of 25. Preference will be given to those enrolled or employed at the time of appointment in an environmentally related field of study, as noted above.

### **4.4 Availability**

It is imperative that an applicant be able to attend as many EAC meetings as possible and undertake work outside of the regular meetings.

## **5. Membership Recruitment**

5.1 Membership recruitment will be conducted in accordance with the City's Appointments to Boards and Committees Policy.

5.2 The membership on the Environmental Advisory Committee shall consist of appointments by Resolution of Council for Citizen Members.

## **6. Term**

The Environmental Advisory Committee appointments shall follow a four-year term in order to maintain the staggered structure. Each member of the committee shall hold membership until his/her successor is appointed. In the case of a vacancy for any cause other than expiration of term, the member appointed to fill the vacancy shall hold office for the balance of the term of the member whose place is vacant.



## **PORT COLBORNE**

### **7. Resignation:**

A voting member of the Environmental Advisory Committee shall cease to be a member of the Committee upon submission of a letter of resignation to the City Clerk or if he/she absents himself/herself from three successive scheduled meetings of the Committee without being authorized to do so by a resolution of the Environmental Advisory Committee entered into the minutes.

### **8. Appointment of Chair and Vice-Chair**

At the first meeting of the new term of the EAC, the members shall appoint, from among their number, a Chair and Vice-Chair. Members of Council are not eligible to act as Chair or Vice-Chair.

### **9. Role of the Chair**

The role of the Chair is to:

- 9. 1 Preside at the meetings of Environmental Advisory Committee in accordance with the Procedure By-law and keep discussion on topic.
- 9.2 Provide leadership to Environmental Advisory Committee to encourage that its activities remain focused on its mandate as an Advisory Committee of Council.
- 9.3 Review agenda items with the Staff Liaison
- 9.4 Recognize each Member's contribution to the Committee's work.
- 9.5 Serve as an ex-officio member of subcommittees and attend subcommittee meetings when necessary.
- 9.6 Liaise with other EAC members
- 9.7 Make deputations, presentations, etc. before Council.
- 9.8 Prepare report on recommendations for Council in coordination with Staff liaisons on the prescribed template



## **PORT COLBORNE**

### **10. Role of the Vice-Chair**

In the absence of the Chair, the Vice-Chair will chair meetings and assume all functions of the Chair as necessary.

### **11. Role of Committee Members**

The role of Committee Members is to:

11. 1 Work collaboratively with City staff to develop an annual Work Plan and prepare annual progress reports. Work Plans will ensure workload is manageable and appropriately shared between EAC members and staff.

11.2 Ensure that the mandate of EAC is being fulfilled.

11.3 Conduct research to help inform environmental programs, outreach campaigns, by-laws, etc.

11.4 Provide the Chair with solid, information regarding agenda items.

11.5 Fairly represent the field of expertise, interest and involvement in the field of study of the Committee

11.6 Notify the Staff Liaison if they are unable to attend Environmental Advisory Committee meetings to ensure that quorum will be available for all meetings

### **12. Meetings**

12.1 All meeting shall be open and no person shall be excluded therefrom except for improper conduct or except matter identified in section 239(2) of the Municipal Act, 2001, S.O. 2001, c. 25.

12.2 All matters pertaining to a closed meeting must first be approved by the Clerk to ensure it is appropriately being dealt with in closed session



## **PORT COLBORNE**

12.3 The Committee shall hold a minimum of four (4) meetings in each calendar year. At the first regular meeting of the new term, a meeting schedule will be adopted by the Committee.

12.4 The Chair shall cause notice of the meetings, including the agenda for the meetings in accordance with the City's Procedural By-law.

12.5 Meetings will be held on a set day and time as may be determined by the Committee or at the call of the Chair. The EAC, will establish a meeting schedule taking into account the business needs and the schedule of Council.

12.6 The location of the meetings will be set by the Committee at a City facility.

### **13. Minutes**

The minutes of all Committee meetings shall be recorded and distributed to Committee Members and to the City Clerk for safekeeping and inclusion on the regular Council agenda.

The minutes shall be open to inspection in accordance with the *Municipal Act, 2001*, S.O. 2001, c. 25., as amended and such minutes will be posted on the City's website.

### **14. Quorum**

If a quorum for an Advisory Committee meeting is not present within fifteen (15) minutes of the time fixed for the commencement of the meeting, the Committee may proceed without a quorum, provided that at least three Members are present. The Clerk is not required to be present and no motions will be passed or minutes prepared.

### **15. Conflict of Interest**

It is the responsibility of each member to identify and disclose a pecuniary interest on any item or matter before Council, or Committee in accordance with the *Municipal Conflict of Interest Act*, R.S.O.1990, c.M. 50.

Where a Member has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the Committee at which the matter is



## **PORT COLBORNE**

the subject of consideration, the Member will, in accordance with *Municipal Conflict of Interest Act*, R.S.O.1990, c.M. 50 (5):

- 15.1 file a written statement of the interest and its general nature with the Clerk prior to the meeting;
- 15.2 not take part in the discussion of, or vote on any question with respect to the matter;
- 15.3 not attempt in any way before, during and/or after the meeting to influence the vote on the matter.

Where a meeting is not open to the public, in addition to complying with the requirements under the *Municipal Conflict of Interest Act*, the Member will forthwith leave the meeting for the part during which the matter is under consideration.

The Clerk will record the particulars of any disclosure of pecuniary interest made by Members of Committees in the minutes of that meeting and update the Pecuniary Interest Registry. The Registry will be available for public inspection.

### **16. Procedures**

Procedures for the proceedings of meetings shall be governed by the Procedural By-law, and Robert's Rules of Order.

### **17. Remuneration**

All members of the Committee shall serve without remuneration.

### **18. Staff Liaison**

City staff from key environmental positions within the Corporation, plus technical staff as required from time to time, will provide support for the reviews and activities of EAC.

The liaison

will provide administrative, procedural, and technical support to the EAC. The liaison will co-ordinate all requests for advice from the EAC, through meeting agendas.



## **PORT COLBORNE**

### **19. Annual Workplan**

An annual workplan with an estimate of the resources necessary and any suggested revisions to the Terms of Reference for the coming year shall also be prepared by the EAC for consideration and approval by Council.

### **20. Resources**

- 20.1 Procedural By-Law
- 20.2 *Municipal Act*
- 20.3 Code of Conduct
- 20.4 Appointment to Boards/Committees Policy
- 20.5 *Conflict of Interest Act*
- 20.6 Robert's Rules of Order
- 20.7 Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

### **21. Terms of Reference**

Any responsibilities not clearly identified within these Terms of Reference shall be the responsibility of the City of Port Colborne Staff. Council may, at its discretion, change the Terms of Reference for this Committee at any time. Any changes proposed to these Terms of Reference by the Committee shall be recommended to Council via the City Clerk through a report. At the discretion or upon the mandate of the Committee being fulfilled, the Committee may be dissolved by resolution of Council.

## Port Colborne Environmental Advisory Committee Annual Report: 2022

**Introduction:** This annual report documents the Port Colborne's Environmental Advisory Committee (EAC) highlights for 2022.

**Purpose:** *"The Environmental Advisory Committee is an Ad-Hoc Committee of Council whose purpose is to:*

- *Advise Council on environmental, energy conservation and shoreline protection issues that affect the City of Port Colborne and those matters referred to the Committee by Council.*
- *To promote the integration of environmental, energy conservation and shoreline protection considerations into the planning and development of City policies, programs and services."*

**2022 Membership:** Trent Doan, Norbert Geiger, Jack Hellinga (Vice Chair), Tim Hoyle (as of November 2022, Councillor Hoyle), George McKibbin (Chair), Steven Rivers, Kerry Royer (non-voting member NPCA), Ryan Waines, Councillor Mark Bagu, Councillor Harry Wells (term ending November 2022), Tim Lamb, and Katherine Klauck. Cassandra Banting (Public Works liaison) and Janice Peyton (Recording Secretary) provide City staff support.

**Meetings:** In 2022 five virtual meetings were held: February 2<sup>nd</sup>; April 23<sup>rd</sup>; June 8<sup>th</sup>; August 10<sup>th</sup>; and November 9<sup>th</sup>. One working committee meeting was held in July while drafting revised terms of reference and committee core competencies. One virtual consultation on climate change actions and review with Chris Kalamootoo, Director, Public Works. Members enjoyed a holiday reception on December 14.

**Committee Presentations:** Here are the list of presenters from members of the public, City representatives and various interest groups. Kerry Royer updated the Committee on Niagara Peninsula Conservation Authority projects; Dr. Rod Tennyson presented papers on Wind Turbine Issues and Committee Core Competencies; Nicole Rubli and Saimi Tufail, Clerk's Office updated the Committee on the City's procedural bylaw; Herb Sawatsky updated the Committee on 50by30's greenhouse gas reduction initiatives; and John McNeil, a forestry consultant, updated the committee on the ongoing urban forestry study.

Various committee members prepared and presented reports on ongoing projects.

**Actions:** Here are the main EAC initiatives in 2022:

- Reviewed Council's procedural bylaw to ensure EAC compliance;
- Drafted revised terms of reference and work plan for the City Clerk's office and Council review;
- Drafted reports and recommendations on climate warming and Port Colborne's Strategic Plan;



- Provided comments on a public notice, attended a public meeting, and prepared a report and recommendations in response to Planning and Development Report #2209-09;
- Reviewed and prepared reports and recommendations on land use compatibility where air and noise are concerned and hydrology for City review on Port Colborne Quarry's JART Review;
- In response to a request from Council, we prepared two reports and recommendations on wind turbine issues. The two reports are entitled: Overview of Wind Turbine Issues and Memorandum to Council on Multi Municipal Wind Turbine Working Group Correspondence – Ontario's Energy Plan and Wind Turbines;
- Reviewed and requested significant changes including the additional review of a City bylaw and policy on boulevard trees to a draft forestry request for proposals;
- Provided notice on a ship discharge into the Canal;
- Submitted operational questions on several environmental topics to Public Works staff for review, clarification and comment; and
- Reviewed Bill 23 and other policy amendments being proposed by the Province of Ontario.

What is Next in 2023: Subject to emerging issues and Council requests, EAC will also:

- Answer questions on the submitted revised terms of reference and implement Council's decisions on final revisions;
- Continue review and study of local climate change mitigation and adaptation issues;
- Update on Ontario's excess soil regulation OR 416/10;
- Review and provide comments on a revised boulevard tree bylaw and policy; and
- Review and provide comments on Provincial initiatives re environmental heritage features and hazard land policies.

On behalf of the EAC members, we thank Council for the opportunity to be of service in 2022.

**Vale's Community Based Risk Assessment and Ontario's On-site and  
Excess Soil Management Regulation 406/19.**

I have assembled a package of information documenting EAC's comments on Vales' Community Based Risk Assessment and the more recent implementation of Ontario Regulation 406/19, an On-site and Excess Soil Regulation Management Regulation. Four provinces are implementing comparable regulations: a substantial initiative!

I would like to explore with members how these initiatives may overlap with a view to answering some questions we raised in 2020 but didn't follow-up because the information and research was incomplete.

This electronic package includes:

1. Two pages from an MECP Powerpoint presentation describing how OR 406/19 fits in with Vale's CBRA;
2. Our first report from January 8, 2020;
3. Council Agenda for January 25, 2021; and
4. A City Statement on the Community Based Risk Assessment (undated but circa 2020/21)

We did follow up on related matters. On December 8, 2021, I reported to EAC that the City Planner, David Shultz agreed soil test reports from the former Augustine farm would be made available to the committee for review. In 2020, we provided comments to Karen Walsh and Ashley Grigg re community gardens and the Recreational Master Plan implementation tasks we were assigned that would attempt to obtain gardening guidance provided by Vale re nickel concentrations. That guidance wasn't received.

George McKibbin

# Overview of Regulatory Requirements

Regulation titled [O. Reg. 406/19: On-Site and Excess Soil Management](#) (Excess Soil Regulation) under the *Environmental Protection Act* (EPA), was finalized in December 2019, supported by:

[Rules for Soil Management and Excess Soil Quality Standards](#)

[Beneficial Reuse Assessment Tool](#) (BRAT)

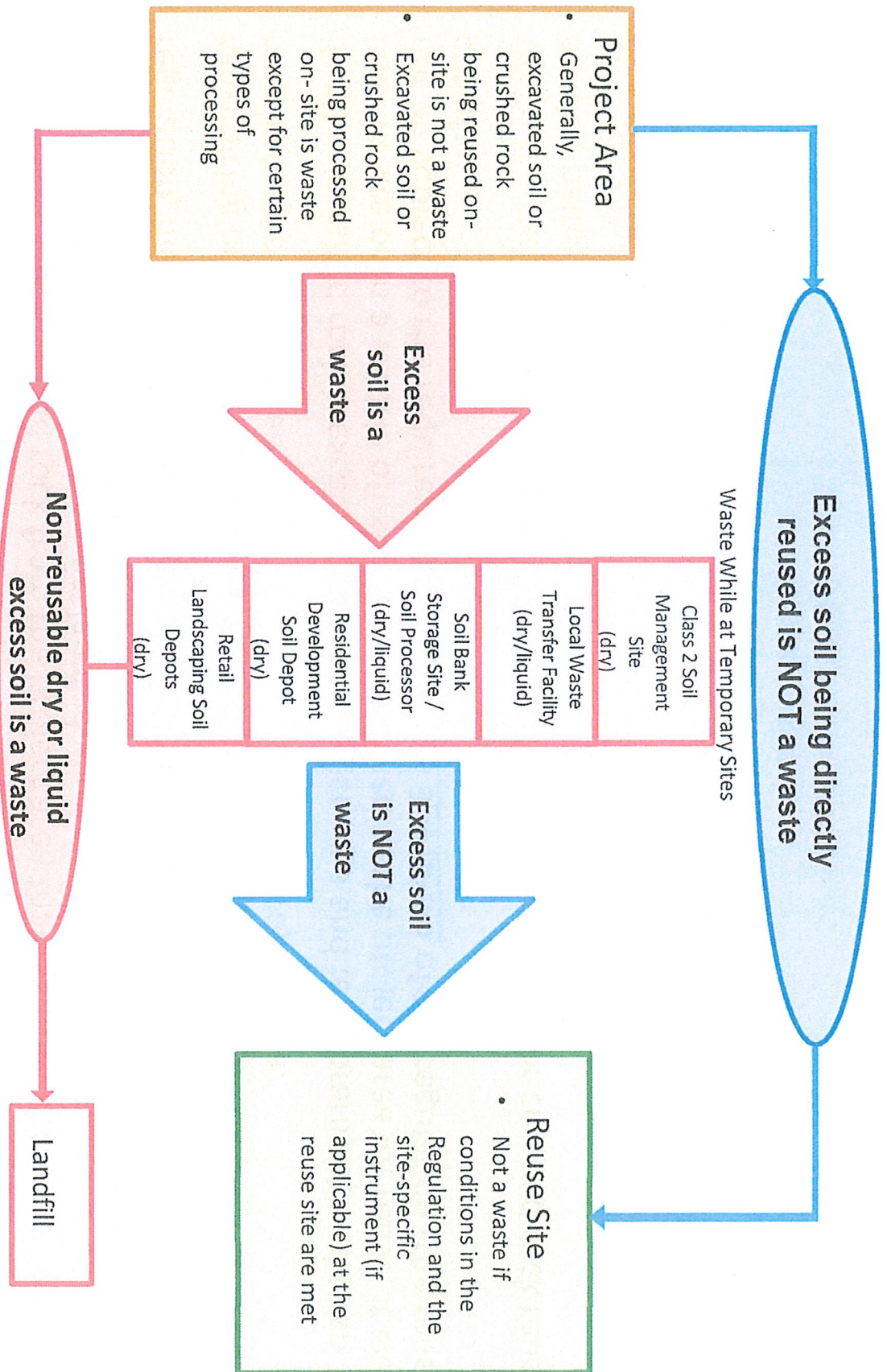
Complementary provisions in [O. Reg. 153/04](#) (Brownfields Remediation Regulation), [Reg. 347](#) and [O. Reg. 351/12](#) (Waste Management Regulations)

Phased Regulatory Implementation	Timing
<b>Reuse Rules and Waste Designation Clarification</b> <ul style="list-style-type: none"><li>- Excess soil reuse standards and waste designation, processing and storage rules, verbal hauling requirements</li></ul>	January 1, 2021
<b>Excess Soil Reuse Planning Requirements</b> <ul style="list-style-type: none"><li>- For larger or riskier generating projects (with some exceptions)</li><li>- Assessment of past uses, and if required sampling and characterization</li><li>- Destination assessment report</li><li>- Tracking and registration</li></ul> <b>Hard copy or electronic hauling record</b> <b>Larger reuse site registration and procedures</b>	January 1, 2023
<b>Restriction on the deposit of clean soil at landfill sites</b>	January 1, 2025





# Waste Designation Flowchart



**Community Status Report  
Vale's Community Based Risk Assessment  
Questions and Acquired Responses**

January 8, 2020

**Introduction:** The purpose of this document is to summarize objectively the status of Vale's Community Based Risk Assessment (CBRA) and Community Based Action Plan (CBAP). This summary is intended for Port Colborne Council and staff's use. If it is thought to be helpful, we recommend the City make it available to Port Colborne residents.

This report is based on reviews of historical documentation, the current CBRA and Ministry of the Environment, Conservation and Parks (MECP) and Region of Niagara Health Department comments on the CBRA and CBAP as well as recent correspondence between MECP and the City of Port Colborne. We sought clarification on selected points with Greg Washuta (MECP), Eric Azzopardi (Vale) and Siobhan Kearns (Public Health, Niagara Region). Each was provided an opportunity to confirm facts contained in this report. To date, Siobhan Kearns confirmed we have accurately reflected Public Health's responses to clarifying questions. Both Eric Azzopardi (Vale) and Greg Washuta (MECP) have provided detailed comments. Where possible many have been incorporated into the report. Further discussions will be required on some comments.

Harry Wells, Trent Doan, Jack Hellinga, Norbert Geiger and George McKibbin met, reviewed documentation and drafted this report. The report was reviewed by the Environmental Advisory Committee on January 8 2020. We thank the staff of the MECP, Vale and Public Health Niagara Region for providing documents and answering questions during the production of this report.

The Community Based Risk Assessment commenced 20 years ago. For the first 10 years, a Public Liaison Committee comprised of Port Colborne community members helped review, comment and make recommendations on the research undertaken in the CBRA. In 2010, the Public Liaison Committee disbanded and filed its final report in July 2010. Since that time, the CBRA and its review has been conducted by Vale, MECP and Public Health Niagara with limited input from the City of Port Colborne and its residents.

Recent reporting from Vale, MECP and Public Health Niagara represent important actions to conclude the CBRA. Some of those actions reported in the following series of questions and answers have material implications for Port Colborne, its property owners and residents. This report can be used to help develop responses where local permissions are required to conclude the actions recommended by MECP and Vale and to address municipal, property owner and resident's concerns.

In order to make recommendations as objective as possible, a statement of where matters sit is crucial. The Environmental Advisory Committee's aim is to provide such a statement for Council's use.

**1) Are there a series of maps which describe where each of the tiers in the tiered approach contained in the CBRA is to be applied?**

*Yes, there appears to be a map that shows where the application of the tiered approach is to be undertaken. It appears to cover the area within the East Village streets bounded by Louis Street to Rodney Street and Fares Street to Davis Street. The boundaries have been delineated using nickel sampling undertaken by both the MECP and Vale. Vale generated a list of properties that are within each tier and where the focus on additional testing and confirmation are occurring. Vale is not releasing the mapping due to privacy concerns.*

*The area was determined after sampling throughout Port Colborne by MECP and Vale's consultant. MECP has asked Vale to prepare a final CBAP that incorporates MECP, Port Colborne and stakeholder feedback which would also be expected to include a rationale for property selection.*

**2) What measures are proposed to be implemented on residential lots outside the area bounded by Louis Street to Rodney Street and Fares Street to Davis Street in the East Village?**

*No actions are proposed to be undertaken at this time. There appear to be a few properties that fall within nickel contour concentrations that trigger one or more of the 5 bands and are eligible for actions proposed by Vale's CBAP. The MECP has asked Vale to prepare a final CBAP that incorporates MECP, Port Colborne and stakeholder feedback which may also include actions for additional properties.*

George McKibbin

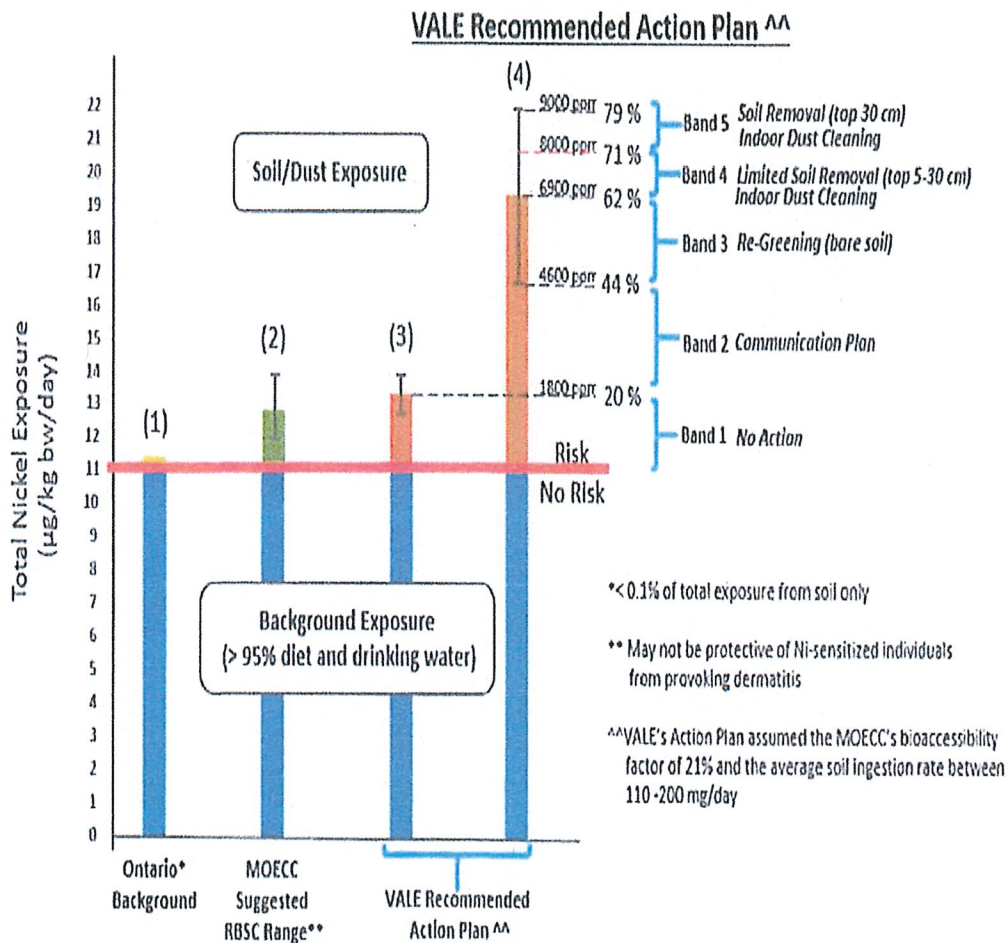
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3) What are the principle areas of disagreement between Vale and MECP? What are the possible outcomes that are under consideration?

Both MECP and Vale appear to agree with the tiered approach and the use of 8,000 ppm used by MECP in its original order with some reservations. The mapping of houses within the area bounded by Louis Street to Rodney Street and Fares Street to Davis Street is structured around bands established by Vale in its CBAP Table 4: Tiered Remedial Action Plan for Residential Properties - Human Health and further elaborated on in MECP Figure 1 entitled: Total Oral Nickel Exposure: Toddler (e.g., Fill Soil Type).

## Total Oral Nickel Exposure: Toddler (e.g. Fill Soil Type)

(% Additional Soil/Dust Exposure, MOECC Assumptions)



The areas of disagreement have to do with which estimated daily nickel intake should be applied where toddlers are concerned. Vale uses a toxicity reference value of 20 micrograms per kilogram of body weight per day to assess risk where toddlers are concerned. Since the CBRA research commenced, MECP has become aware of newer research that sets out 11 micrograms per body weight per day. MECP identified other risk concerns associated with risk calculations associated with nickel and which Vale is being asked to consider in the CBAP.

*The other areas of concern include: the agricultural risks and the identification and evaluation of alternatives, and the effectiveness of all these measures and the proposed measures within each of the five bands where nickel exposure to toddlers is concerned. With respect to the municipal drains and the identification and treatment of woodlots, Vale is clarifying a work plan and identifying consultants to do the work. The work plans will be provided to MECP for comment before they are finalized.*

**4) Given the disagreements over the science and its application, on what basis is the decision being made to implement the CBAP?**

*There is nothing in the Environmental Protection Act or Ontario Regulation 153/04 that speaks to Community Based Risk Assessments. However, the MECP considers Community Based Risk Assessments (CBRA) a viable option to address risks to human health, ecological health and the natural environment arising from the migration of contaminants from a source site to an entire community. Single affected properties that are to be converted to a more sensitive use under Ontario Regulation 153/04 may have to be cleaned up to MECP site condition standards or be subject to Site Risk Assessment (SRA).*

*CBRAs are used to:*

- Evaluate the soil and groundwater quality over an entire community a ;*
- Assess potential health concerns for people and ecological systems within that community ( wildlife and aquatic habitat);*
- Define mitigation objectives, soil and ground water management procedures and long term environmental protection requirements;*
- Are based on well-established processes outlined in guidance from the MECP that consider contaminants, receptors and exposure pathways; and*
- Are a collaborative, iterative and voluntary process.*

*The letter from Kim Groombridge states the Niagara Region Public Health Department "has not detected any specific adverse effects to exposure to soils in Port Colborne." On that basis it was decided that Vale should commence discussions with the community to obtain feedback in order to finalize the CBAP and continue research on further matters to address outstanding MECP and community concerns. MECP has asked Vale to prepare a final CBAP that incorporates MECP, Port Colborne and stakeholder feedback.*

*A major challenge with studying environmental health contamination is that the diseases they cause are generally diseases that can be caused in many other ways, and so those diseases already exist in the population—the risk to the public is never zero anywhere in the world.*

*When a physician sees a skin rashes, reproductive issues, cancers, or other illnesses that might be caused by nickel contamination, they are not going to be able to attribute that illness to nickel exposure, versus other causes, versus general unfortunate luck that leads a percentage of our population to suffer from those illnesses. Therefore, it is impossible ever to know definitively if environmental contamination is causing illness or not. All Public Health can do is look for indirect evidence: if there are an unusually high number of illnesses that might be caused by environmental contamination, or if those who have the most exposure (and therefore the most risk) have been affected.*

*The CHAP studies circa 2004 attempted to look for this sort of evidence, using the best research and evidence available at the time. Fortunately, Public Health did not find evidence that residents of Port Colborne, including those living near the Vale plant were suffering ill health. The depth of this assessment, and that Public Health did four different assessments all of which returned similar results gives us confidence in the conclusion.*

*Ongoing surveillance has not identified any new evidence of risk to health, which is further reassuring.*

*The CBRA included a Human Health Risk Assessment which concluded that the nickel contamination has not resulted in unacceptable risks to health in Port Colborne. This is consistent with all the earlier Public Health findings.*

*Notwithstanding there being no evidence of unacceptable health risks, Vale with the input of MECP and Public Health, are taking precautionary actions within their CBAP (Community-Based Action Plan) to further protect the people of Port Colborne, especially those nearest to the Vale plant, from any risk that may have resulted from nickel contamination.*

*Public Health believes that given consistent findings of research and health assessments, as well as proactive measures announced by MECP and Vale to protect residents, there is little reason for ongoing concern for the people of Port Colborne, including those living nearest to the Vale plant.*

George McKibbin

3



**5) How many, if any orders has the MECP Director issued under the Environmental Protection Act to INCO/Vale for cleanups off site?**

*One order was issued to clean up 25 properties with nickel concentrations in soil at levels greater than 8,000 ppm. Of those 25 properties all but one has been cleaned up. These properties are situated within the area bounded by Louis Street to Rodney Street and Fares Street to Davis Street.*

**6) Which areas were remediated earlier by INCO/Vale and to which standards? Are those standards the same as those being applied in the tiered CBAP approach?**

*See the answer to question 5 above. Areas above 8,000 ppm lie within the area presently covered under the CBAP. The same standard appears to be incorporated in the CBAP's fifth tier.*

For properties having soils with nickel contamination over 100 ppm, changes in land use to sensitive uses require phase 1 environmental site assessments (ESA) in order to obtain a Record of Site Condition. The owner will have to retain the services of a Qualified Person to conduct the phase 1 assessment. Depending upon the results of the phase 1 ESA, a Phase 2 ESA may be required. The Phase 2 ESA involves soil and groundwater testing. Based on the Phase 2 ESA, the owner may choose to remove the contaminated soils such that the soil contaminants are below the appropriate site condition standards. Subsequently the Qualified Person can proceed to file a Record of Site Condition.

If the Owner chooses not to remediate the property, the Qualified Person can prepare a Site Risk Assessment (SRA). The SRA must consider any contaminants associated with the property which could be more than the four contaminants that Vale identified. The Qualified Person can use the materials in the Vale documents in preparation of the SRA but ultimately the SRA is property specific and developed by that Qualified Person using current MECP legislation and policy to guide him/her.

The SRA will be reviewed in detail by MECP and the MECP will provide feedback. If the MECP's concerns are addressed (see concerns raised by usage of toxicity reference values in the answer to question 4 above) the Ministry will then accept the Risk Assessment.

Any SRA management measures identified in the SRA will be detailed in a Certificate of Property Use which will bind current and future owners to follow. The SRA measures will ensure that human health and the environment are protected.

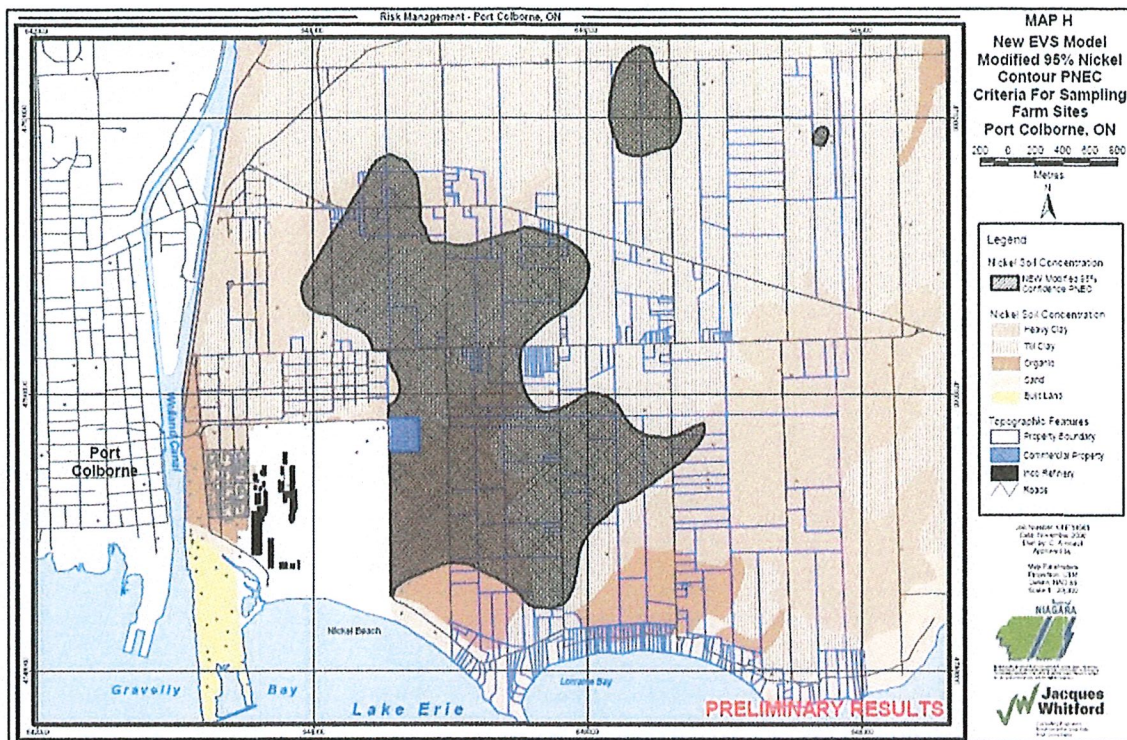
**7) What other research is being undertaken: e.g., where rural residences are concerned: where agriculture is concerned: and where the agricultural drains are concerned?**

*Where rural and urban residences are concerned outside the area bounded by Louis Street to Rodney Street and Fares Street to Davis Street, no action is recommended. There are residences outside the area mentioned previously which fall within Bands 2 of the CBAP's tiered approach to risk assessment (see attached Figure 2-5 of Jacques Whitford's Nickel in Soils the Human Health Assessment. Vale's action plan includes working with farmers to evaluate agricultural practices to reduce risk to crop yields (see Map H attached). However, MECP is seeking the identification and evaluation of agricultural remediation alternatives. Further research is also to be undertaken on the municipal drains and those woodlots, particularly those owned by Vale east of Reuter Road. No mapping is available of the woodlots proposed to be examined.*

*Where vegetable and flower gardens are concerned and located within the bounded area described above, advice has been provided to gardeners on how to address nickel in the soils.*

*MECP has asked Vale to prepare a final CBAP that incorporates MECP, Port Colborne and stakeholder feedback, which would be expected to include rationale for selection of properties for action and proposed communication to property owners.*





8) What is the status of the research for items listed in #7 above?

Consultants have not been hired for the woodlot and municipal drain studies. The identification of work plans to be reviewed with MECP and the search for consultants is underway.

With respect to the CBAP, Vale's document which we are using for this analysis is dated March 2017. The MECP comments are dated August 10, 2018. There is no subsequent amended Vale CBAP that addresses these MECP comments. That document may be forthcoming as the additional research is undertaken. It appears that this CBAP is incomplete and several further steps may unfold. No contact with municipal staff has been made where the municipal drains and where records of site condition are concerned. Where the mapping of woodlots is concerned, the work will begin with the Reuter Road woodlots but may be extended to other woodlots.

9) What steps are being planned going forward and what are the key decisions to be made and time frames?

This is unknown at this time: the work programs and consultants have not been selected. That appears to be something that will emerge as the research work unfolds. Within the residential area bounded by Louis Street to Rodney Street and Fares Street to Davis Street, that work is unfolding quickly, it seems.

10) What measures will Vale undertake to assist the municipality in implementing the planned uses contained in its Official Plan and Zoning Bylaw when planning approvals are sought for uses which are more sensitive than those presently existing?

A record of site condition or SRA will be required when a land use changes to a more sensitive use where nickel exceeds 100 ppm. There may also be restrictions required depending upon the outcome of the woodlot study.

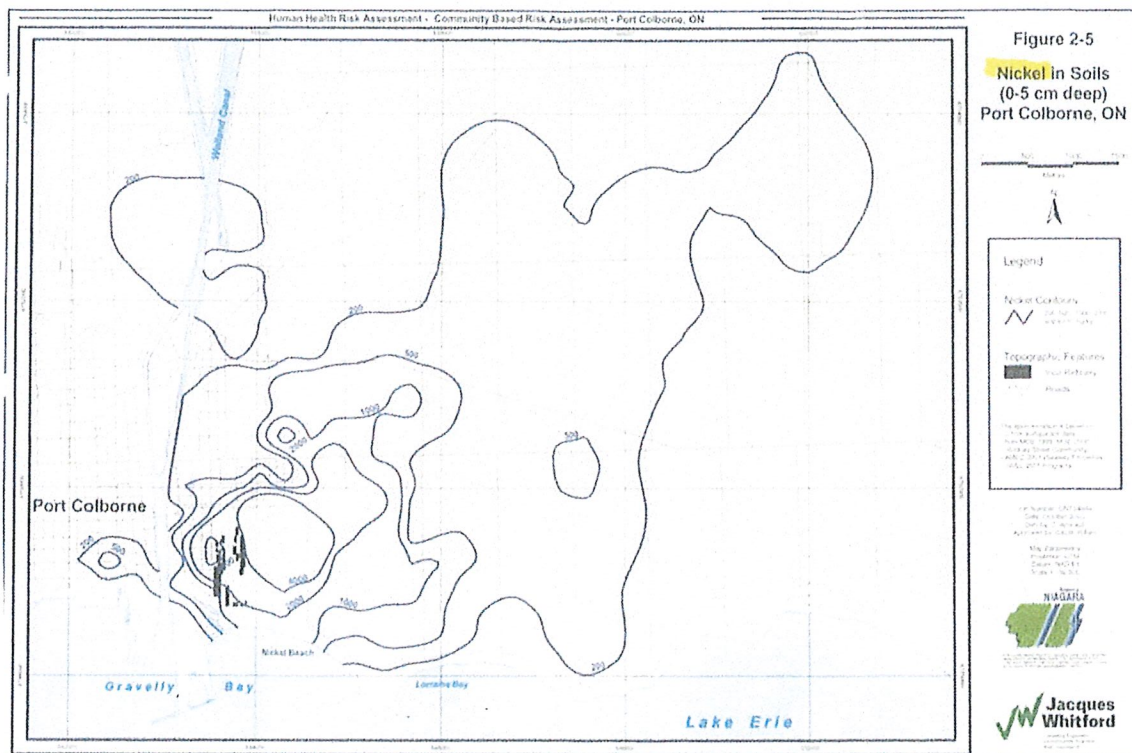
Planning approvals at the municipal and regional levels routinely require phase 1 environmental studies. These studies may trigger requirements for a record of site condition as the levels found in the soils within the plume area are well above the triggers established in Ontario Regulation 153/04.

There is an understanding between Vale and MECP that documents that Vale has made available publicly can be used by a Qualified Person when site specific work is undertaken for the purposes of preparing a SRA. MECP staff



*But who pays for these measures, the landowner and/or the municipality?*

*It is prudent to minimize exposure to nickel contamination to minimize toddler health risk as these measures should also be preventative of health risk to other age categories. To that extent implementation of the steps agreed to between Vale and MECP appears reasonable. Where there are gaps in the analysis of risk and challenges imposed on landowners and the municipality's ability to plan land uses to provide for its growth and citizen's needs, additional action is needed. One gap that needs to be closed is the treatment of grassed sections of municipal right of ways within bands 4 and 5. If remediation involves soil removal in the adjacent lots, the soil should also be removed within the right of ways where those portions are grassed. Further thought needs to be given to the management of these operations on the right of ways when removal is undertaken.*





**City of Port Colborne  
Council Meeting Agenda**

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

**Pages**

<b>1. Call to Order</b>	
<b>2. National Anthem</b>	
<b>3. Adoption of Agenda</b>	
<b>4. Disclosures of Interest</b>	
<b>5. Approval of Minutes</b>	
5.1. Regular Meeting of Council - January 11, 2021	1
<b>6. Staff Reports</b>	
6.1. COVID Update – January 2021 (Report 2021-26)	15
6.2. General Insurance 2021 (Report 2021-25)	19
6.3. Christian Horizons Group – Invoice for False Alarms (Report 2021-21)	23
6.4. Annual Asphalt Resurfacing Program, Extension (Report 2021-24)	27
6.5. Sidewalk Construction City Wide, Extension (Report 2021-33)	30
6.6. Sale of 130 Rodney Street (Report 2021-27)	33
6.7. Sale of 133 Durham Street (Report 2021-28)	54
6.8. Sale of 142 Fraser Street (Report 2021-31)	76
6.9. Sale of 80 Nickel Street (Report 2021-29)	96
6.10. Sale of 90 Fraser Street (Report 2021-32)	126

6.11.	Sale of Vacant Lot on Catherine Street (Report 2021-30)	147
<b>7.</b>	<b>Correspondence Items</b>	
7.1.	Memorandum from Environmental Advisory Committee - EAC Additional Vale CBRA Recommendations	171
<b>8.</b>	<b>Proclamations</b>	
<b>9.</b>	<b>Presentations</b>	
9.1.	Lynne Cunningham, Municipal Relations Representative, Municipal Property Assessment Corporation (MPAC)	173
<b>10.</b>	<b>Delegations</b>	
	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 <a href="http://www.portcolborne.ca/delegation">www.portcolborne.ca/delegation</a> , email <a href="mailto:deputyclerk@portcolborne.ca">deputyclerk@portcolborne.ca</a> or phone 905-835-2900, ext. 115.	
10.1.	Jaskaran Singh - Request to waive invoice received for Fire Fighting Services - Water Rescue	185
<b>11.</b>	<b>Mayor's Report</b>	
<b>12.</b>	<b>Regional Councillor's Report</b>	
<b>13.</b>	<b>Staff Remarks</b>	
<b>14.</b>	<b>Councillors' Remarks</b>	
<b>15.</b>	<b>Consideration of Items Requiring Separate Discussion</b>	
<b>16.</b>	<b>Motions</b>	
16.1.	Memorandum from Councillor Bruno - Motion to Amend Official Plan and Zoning By-law	193
<b>17.</b>	<b>Notice of Motions</b>	
<b>18.</b>	<b>Minutes of Boards &amp; Committees</b>	
<b>19.</b>	<b>By-laws</b>	

19.1.	By-law to Amend Zoning By-law 6575/30/18 Respecting 168 and 176 Elm Street	194
19.2.	By-law to Authorize Entering into a Contract Agreement with Rankin Construction - Tender 2015-11, Annual Asphalt Resurfacing Contract Extension	196
19.3.	By-law to Authorize Entering in a Contract Agreement with Signature Contractors Windsor Inc. - Tender 2020-12, Sidewalk Construction City Wide, Extension	197
19.4.	By-law to Authorize Entering into an Agreement of Purchase and Sale with Alvin Rampersaud respecting 130 Rodney Street	198
19.5.	By-law to Authorize Entering into an Agreement of Purchase and Sale with Glyn Holmes in Trust respecting 133 Durham Street	216
19.6.	By-law to Authorize Entering into an Agreement of Purchase and Sale with Davert Tools Inc. respecting 142 Fraser Street	235
19.7.	By-law to Authorize Entering into an Agreement of Purchase and Sale with Ryan Thompson in Trust respecting 80 Nickel Street	252
19.8.	By-law to Authorize Entering into an Agreement of Purchase and Sale with Adejoke and Femi Abdul respecting 90 Fraser Street	279
19.9.	By-law to Authorize Entering Into an Agreement of Purchase and Sale with The Landscape Depot (Niagara Falls) Ltd. respecting a Vacant lot on the West Side on Catherine Street near Princess Street	297
19.10.	By-law to Appoint Building Inspectors	318
19.11.	By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne	319

## **20. Confidential Items**

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

## **21. Procedural Motions**

## **22. Information items**

## **23. Adjournment**



## **Memorandum**

---

**Date:** January 15, 2021

**To:** Amber LaPointe, City Clerk

**From:** Janice Peyton, Executive Assistant, DEO

**Re:** Environmental Advisory Committee  
Additional Vale CBRA Recommendations

---

At the Environmental Advisory Committee meeting of December 9, 2020, the committee discussed the following Vale CBRA recommendations:

1. That the City of Port Colborne add a map schedule or appendix to the City of Port Colborne Official Plan setting out the Nickel Concentrations throughout Port Colborne (Map #4 of the City Community Based Risk Assessment) and together with a statement setting out the requirements to undertake remediation and/or risk assessment where a land use change to a more sensitive use is proposed and nickel concentrations exceed Ontario Regulation 153/04 standards:
2. That the City of Port Colborne request from MECP a statement as to which aspects of a the CBRA risk assessment are agreed to by MECP and can be used in the preparation of a risk assessment when a land use change is proposed to a more sensitive use; and
3. That the City of Port Colborne set aside some of the community monies Vale proposes for the purpose of funding remediation/risk assessment within areas planned for urban growth which overlap the areas affected by Nickel Contamination (Map 4 above).

The committee resolved as follows:

Moved by Norbert Gieger  
Seconded by Jack Hellinga

That the Environmental Advisory Committee additional Vale CBRA recommendations be provided to Council.  
CARRIED.

Please place this item on the next Council agenda for consideration.

*Janice Peyton*

Signed:

---

Janice Peyton  
Executive Assistant, DEO  
Recording Secretary, Environmental Advisory Committee

## **Community Based Risk Assessment (CBRA)**

### **Brief History**

In 2000, based on historic emissions (1914-1984) from INCO (now Vale), and at the request of the Ministry of Environment, Conservation and Parks (MECP), INCO and the City agreed to a CBRA process based on the Site Specific Risk Assessment Process described in the MOE's "Guidelines for Use at Contaminated Sites in Ontario." On October 1, 2004, the Guideline was replaced by Ontario Regulation 153/04 (Records of Site Condition).

The MECF identifying that an adverse environmental affect occurred due to the release of Chemicals of Concern (CoC) from INCO's operations. There were four CoC identified above the Ministries Generic Guideline levels directly associated to Nickel, Copper, Cobalt and Arsenic.

Since 2010, three major studies were completed as part of the CBRA by Vale, namely: a Human Health Risk Assessment (HHRA) at 20,000 parts per million (ppm), Ecological Risk Assessments (ERA) for Crops at 750-2300 ppm and the Natural Environment at 3000-3500 ppm. Other studies included a Community Health Monitoring Study (CHAP). A Technical Subcommittee (TSC) undertook the task to review technical matters to the Public Liaison Committee (PLC) and experts (ECA) from the University of Toronto were involved in reviewing components of the CHAP study. An Integration Report was also completed by Vale to conclude Phase 1 of the CBRA and to address how remediation (Phase 2) would occur on a site by site basis. The Independent Consultant provided the PLC with technical review of Vale's reports. The PLC concluded Independent Consultant (Watters Environmental) prepared reports of their review and were forwarded to the MOE by the City. The PLC submitted it final report to the MECF in July 2010. All reports are located in the City's Library at 322 King Street.

### **Status**

On June 10, 2019, Vale released their Community Based Action Plan to address the findings of the scientific risk assessment, both for human health and for the health of the ecosystem.

Vale's Action Plan includes the following key actions:



- Remediation activities at a handful of residential properties in close proximity to Vale's Port Colborne Refinery, such as sodding, ground cover and/or soil replacement. There are no unacceptable health risks to these residents and these actions are being taken on a precautionary basis. All residential property owners have already been contacted by Vale;
- Scoping studies to be conducted on the woodlot and municipal drains just east of the refinery to assess potential remediation activities. Results will be shared with the community when the studies are complete;
- Creation of a Community Improvement Fund to deliver both environmental and social benefit to Port Colborne, and to recognize more than 100 years of operations in the community. The Fund, still in development, is envisioned to be in place for the next four years providing support for priority improvement or development projects in the community. Vale will work collaboratively with the City of Port Colborne to prioritize and select local projects and initiatives, with specific consideration afforded to projects with environmental or sustainability themes;
- Work with a small number of local farmers to address crop yields.

To access the CBRA Action Plan please visit: <http://www.vale.com/canada/EN/aboutvale/communities/port-colborne/Documents/Community-Based%20Action%20Plan.pdf>

The MECF agrees in concept with the proposed Community-Based Action Plan and has asked Vale to proceed with City and stakeholder consultation including the development community to obtain feedback for consideration, along with ministry comments, as they finalize their Community Based Action Plan.

### **What this means for Development**

Ontario Regulation 153/04 lays out the requirements for a obtaining a Record of Site Condition (RSC). Any land use change to a more sensitive land use in the province of Ontario requires that a RSC be filed with the ministry. If nickel concentrations in soil are found at concentrations above O. Reg. 153/04 standards, then an overall site remediation can be completed using the soil standards found in O. Reg 153/04 or a risk assessment may be conducted. The MECF supports a Qualified Professional relying on MECF accepted components of the CBRA to evaluate potential risks from nickel and other metals in soil on the specific property that requires an RSC.

The following rules apply in determining which type of property use is the most sensitive type of property use:

1. An agricultural or other use is the most sensitive of any type of property use.

2. A residential use, parkland use or institutional use is more sensitive than an industrial use, commercial use or community use. O. Reg. 153/04, s. 3 (2).

A rezoning application to change the use of the property to any of the above uses will require a RSC as part of the approval process.

### **Maps**

The attached MECF maps were produced from the surface soil chemistry data (0-5cm depth) for Nickel, Copper and Cobalt and will illustrate where historic emissions from INCO ended up being deposited.

### **Contact Information**

City of Port Colborne:

Dan Aquilina, MCIP, RPP, CPT  
Director of Planning and Development  
905-835-2901 Ext. 203  
[danaquilina@portcolborne.ca](mailto:danaquilina@portcolborne.ca)

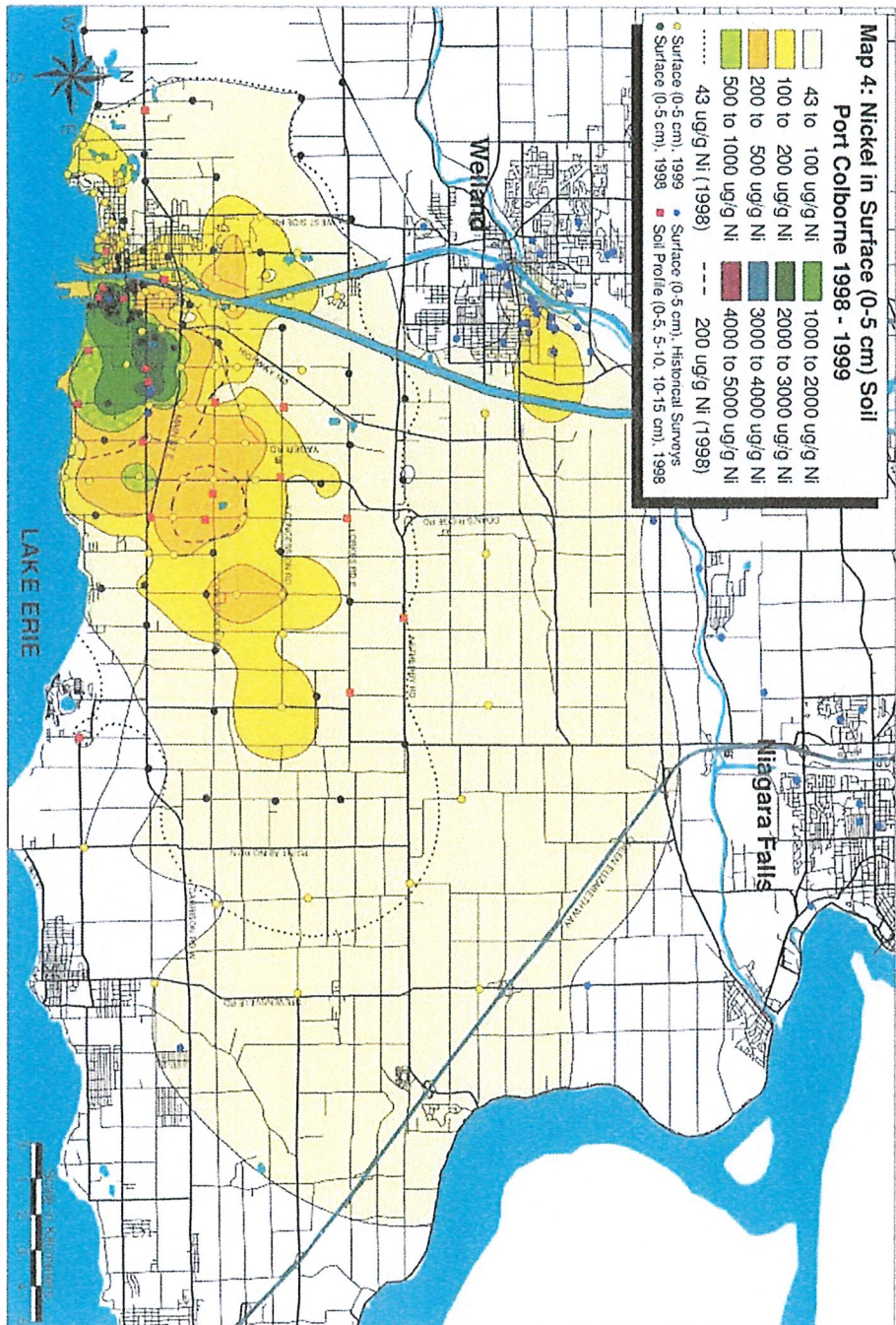
Ministry of Environment, Conservation and Parks:

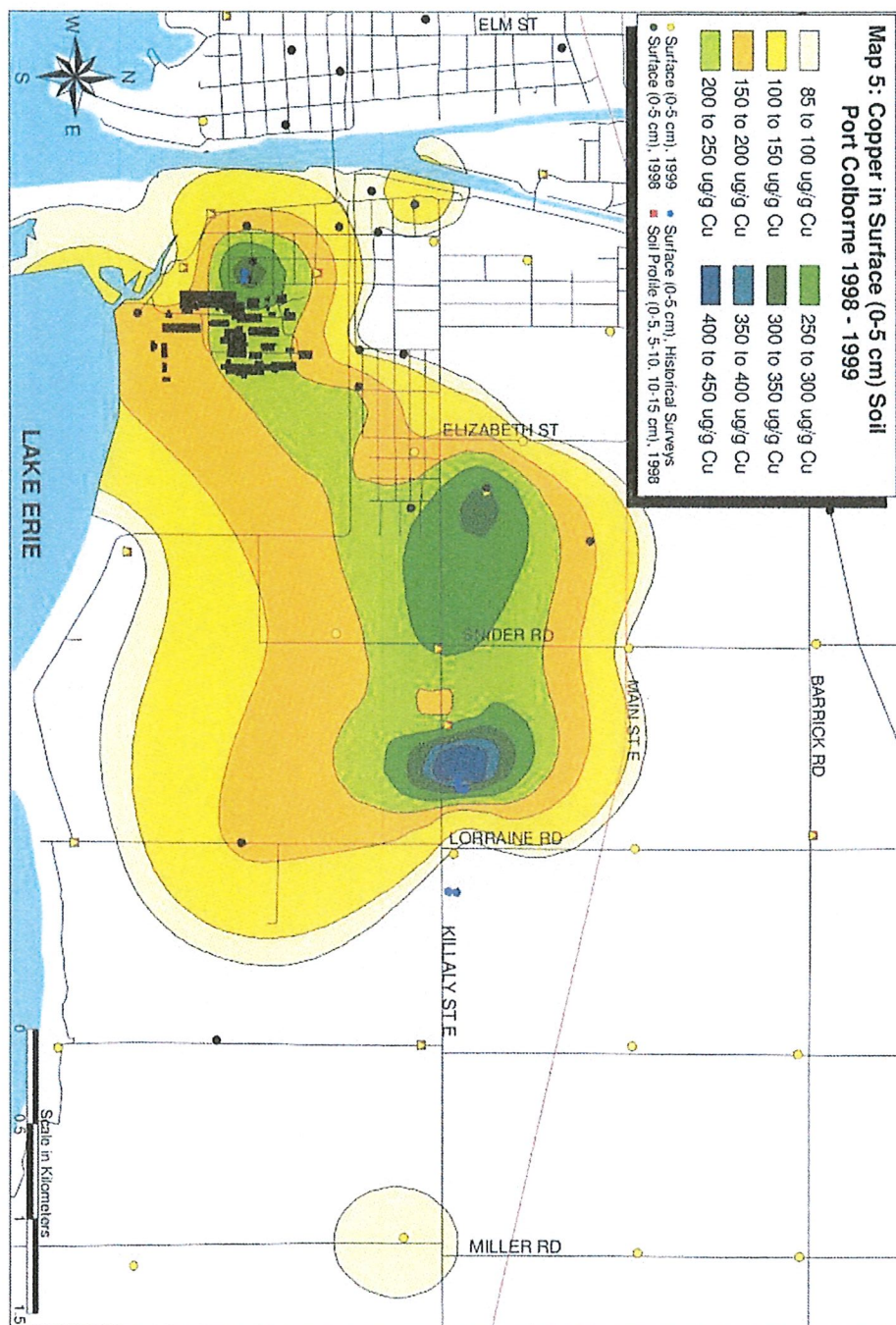
Kim Groombridge  
District Manager  
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905-704-3914  
[Kim.Groombridge@ontario.ca](mailto:Kim.Groombridge@ontario.ca)

VALE

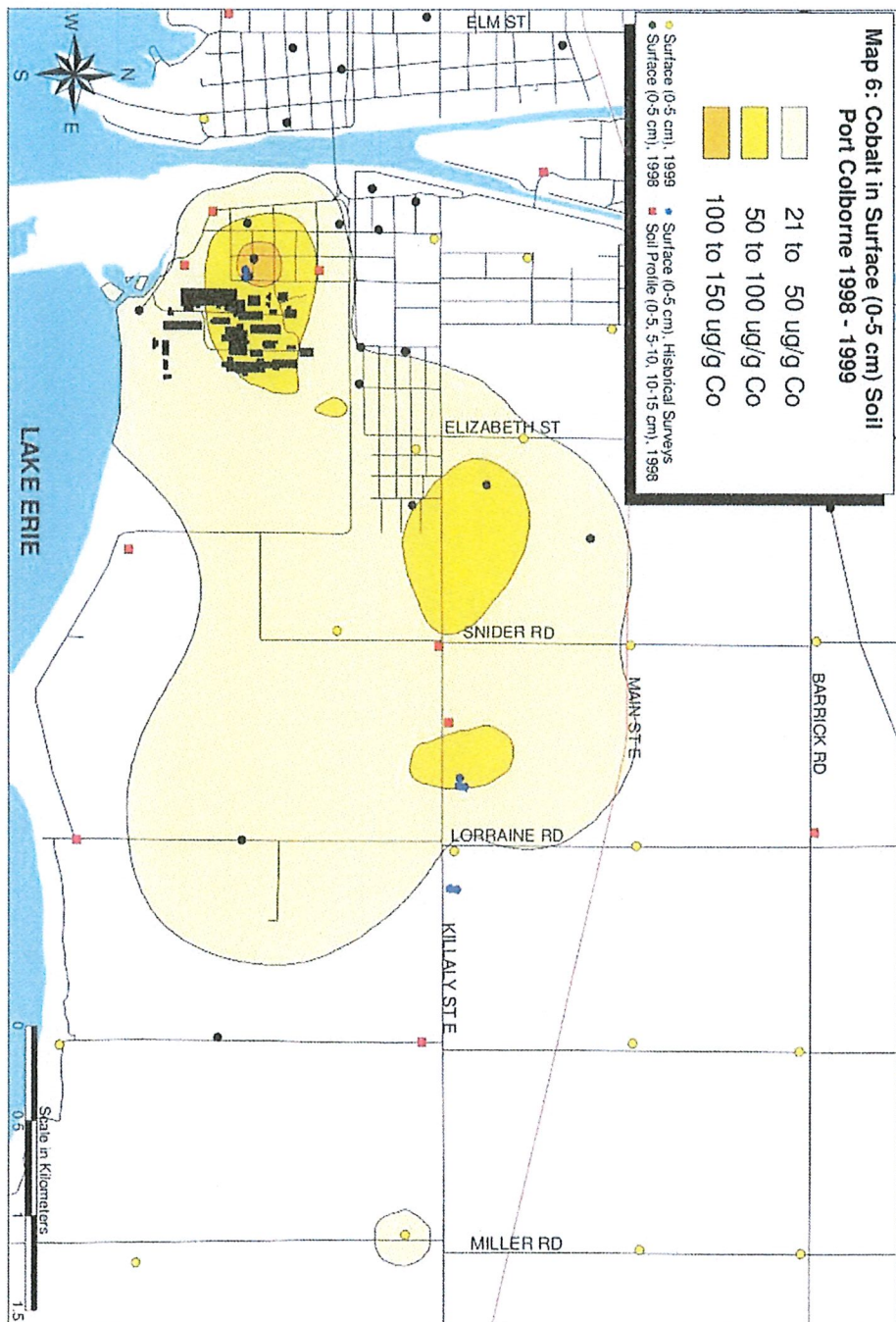
Eric Azzopardi  
Community Based Action Plan Project Manager  
905-835-6379 [eric.azzopardi@vale.com](mailto:eric.azzopardi@vale.com)

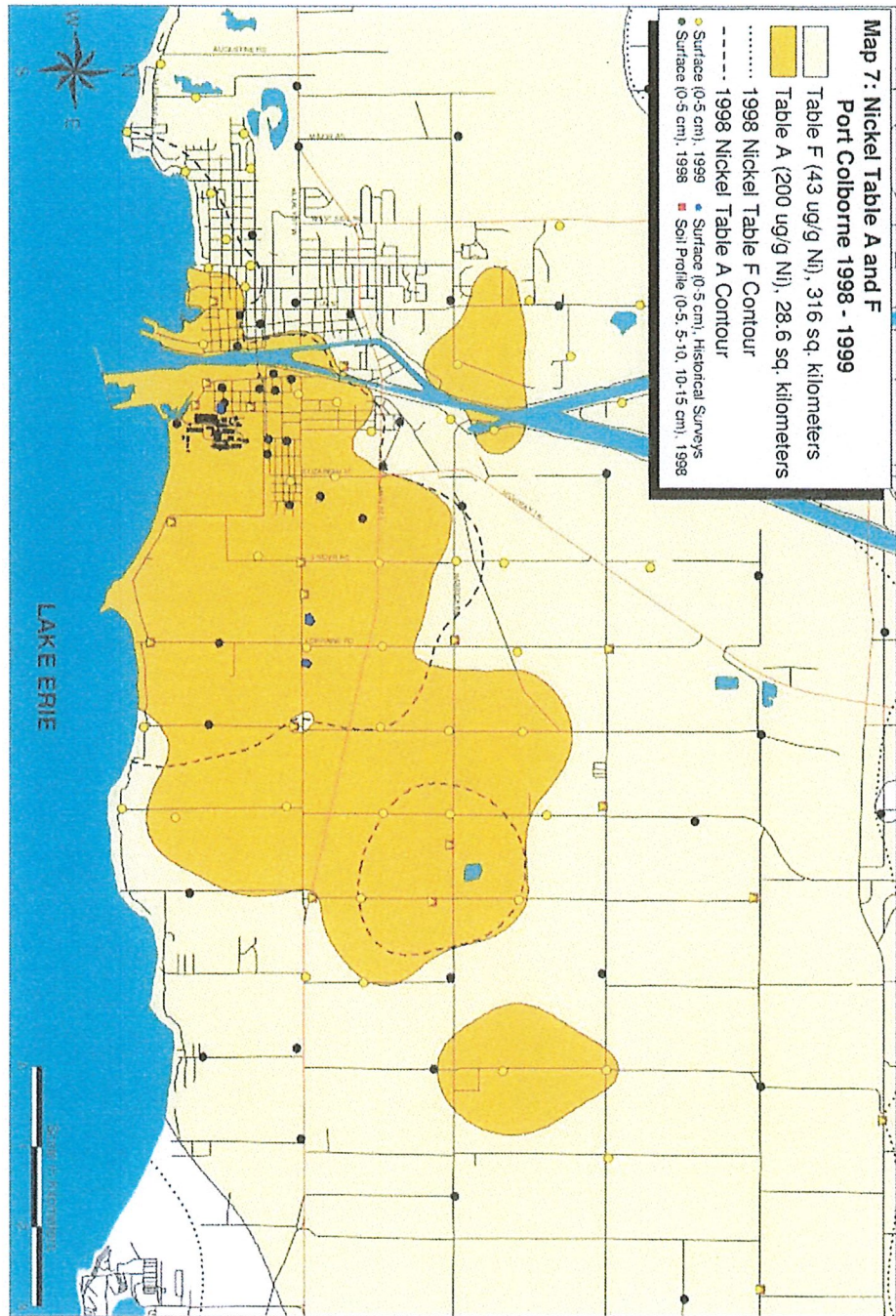
**Concentrations of Nickel, Copper, Cobalt in soil (0-5cm) collected in November 1999 – INCO Port Colborne**  
**Ontario Ministry of the Environment**



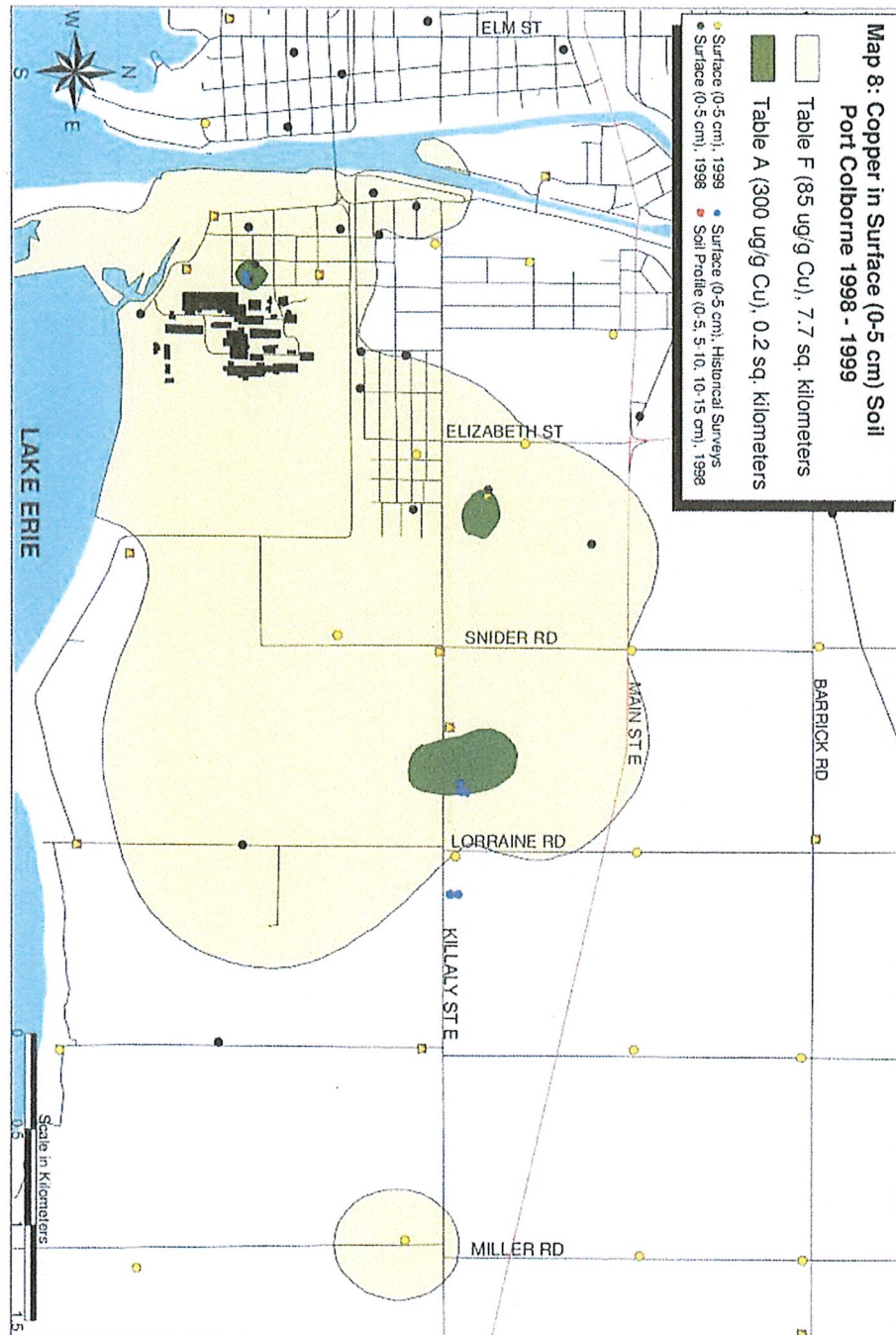


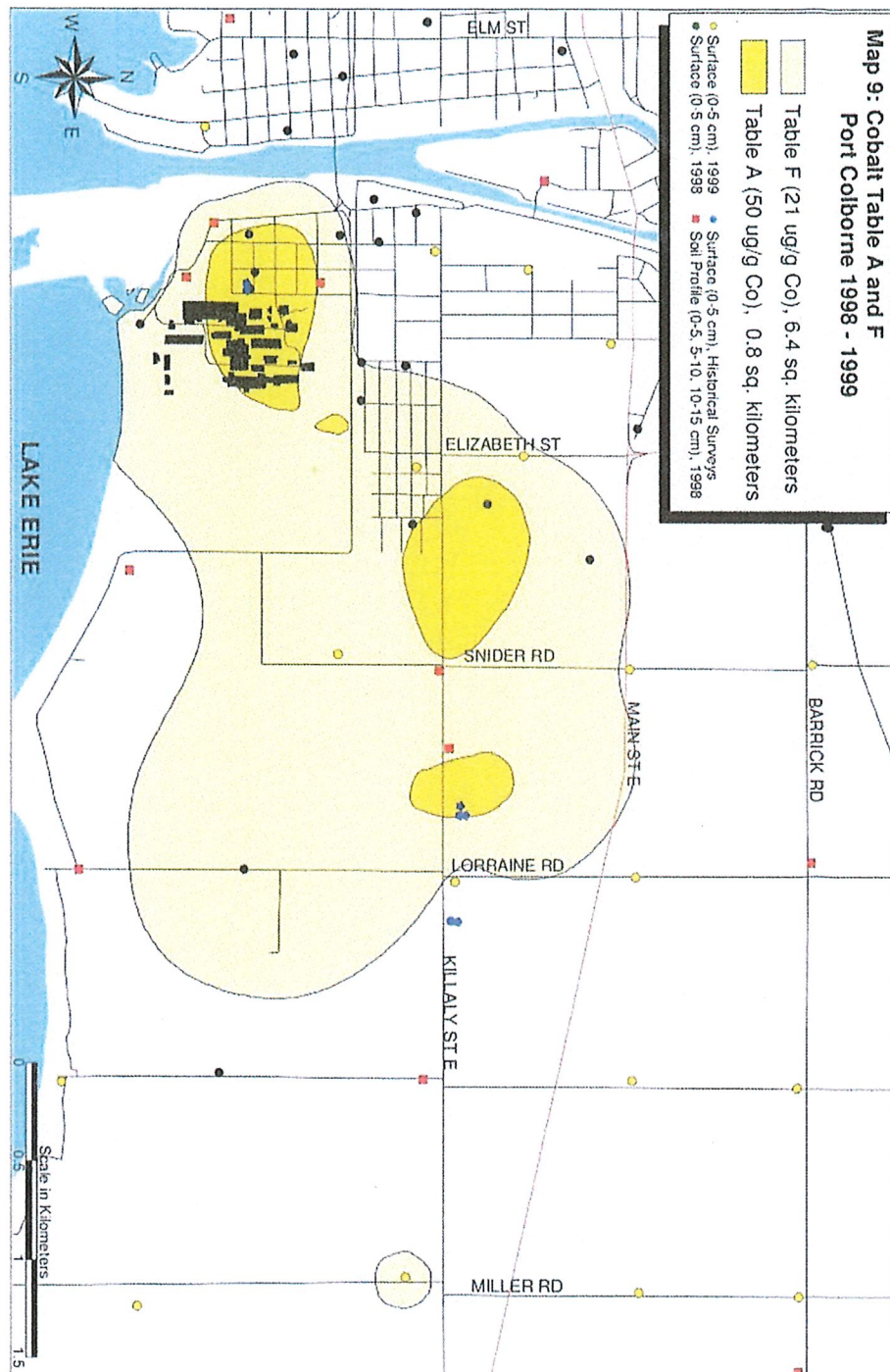
















**2021 Downtown Port Colborne BIA  
Annual General Meeting (AGM)  
Monday, January 17, 2022 – 7:00 PM  
Zoom Meeting  
MINUTES**

**Attendance:** Jesse Boles, Taylor Mynlieff, Michelle Benest-Tanner, Ed Cleveland, Alicja Kniffen, Councillor Donna Kalailieff and Councillor Mark Bagu.

**Staff:** Mary-Lou Ambrose-Little.

**Regrets:** Norbert Gieger.

**Guests:** Larry Beverly and Anna Maria Crognale.

**Welcome,**

Jesse Boles, Chair welcome everyone to the meeting and announced that there is a quorum.

**Call to order**

The meeting was called to order at 7:08 PM.

**Declaration of pecuniary interest**

None.

**Approval of 2021 AGM agenda**

Motion: “to approve the agenda. Motion by: Michelle Benest-Tanner; Seconded by: Ed Cleveland. Carried

**Approval of 2020 AGM minutes**

Motion: “to approve the minutes of the 2020 AGM.” Motion by Ed Cleveland; Seconded by: Michelle Benest-Tanner. Carried

**Business arising**

None

**2022 Budget Proposal**

Taylor Mynlieff reviewed the budget which had been presented at the October 2021 meeting. The budget has been increased by \$10,000 which will increase the levy. The success of the farmers’ markets will allow the board to take on some new projects and events. A Healthy Communities grant of \$36,000 and a Job Creation grant of \$5,000 will assist with completing more projects. A copy of the 2022 Budget is attached.

Motion: “to approve the minutes of the 2020 AGM.” Motion by: Michelle Benest-Tanner. Seconded by: Alicja Kniffen. Carried

## **Reports**

### **Treasurer's Report**

Taylor Mynlieff reported that 2021 has been a successful year with lots of great projects completed or closed. New computers, printers, and website are the next items to be purchased. Taylor, Jesse, and Mary-Lou will take on the task.

### **Chair's Report**

Jesse Boles commented that 2021 has been a very successful year despite Covid-19. The success of the farmers' market has been contributed to more business and foot traffic downtown. Jesse thanked everyone for their support and hard work this year to keep things going.

### **Staff Report**

Refer to the attached report for complete details. The 2021 year was very successful as the Farmers' Market, Harvest Festival, and Christmas events all successful. Mary-Lou Ambrose-Little thanked the Board for their support. With the hiring of a Marketing & Events Coordinator, staff will be able to do more in the social media, events, and website.

Motion to: "accept all reports in the block." Motion by: Michelle Benest-Tanner; Seconded by: Ed Cleveland. Carried

### **Appointments to the Board – one year term (4 vacancies)**

Amy Thibodeau, Rob Carter, Karen Donnelly, and Michelle Benest-Tanner have resigned and four new BIA members are willing to step forward, Tracy MacLeod, Rosemari Poisson, Larry Beverly, and Anna Maria Crognale.

On behalf of the Board, Jesse Boles thanked Michelle for all her work, dedication, and support over the last four years. Michelle Benest-Tanner replied with a thank you and has indicated she may volunteer and attend meetings as her schedule permits.

Motion to "appoint Tracy MacLeod, Rosemari Poisson, Larry Beverly, and Anna Maria Crognale for a one-year term." Motion by Ed Cleveland; Seconded by Alicja Kniffen. Carried.

### **Other Business**

Mary-Lou Ambrose-Little reported that the BIA has the opportunity to develop a Strategic Plan through OBBIA and OMAFRA. She has requested that two BIA members join her in this training.

### **Appointment of the Auditors**

Motion to: "appoint Grant Thornton L.L.P., as the BIA's auditors for 2022." Motion by: Larry Beverly; Seconded by: Ed Cleveland. Carried

### **Adjournment**

Motion to: "adjourn the meeting." Motion by: Taylor Mynlieff; Seconded by: Larry Beverly. Carried.  
Adjourned at 7:41 PM

**NEXT MEETING  
Regular Board Meeting  
Monday, February 1, 2022, 7:00 PM**

The Corporation of the City of Port Colborne

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

Being a By-law to Authorize Entering into an Agreement with the Province of Ontario, as represented by the Minister of Infrastructure, for the Investing in Canada Infrastructure Program (ICIP): Green Stream

Whereas at its meeting of March 14, 2023, the Council of The Corporation of the City of Port Colborne ("Council") approved the recommendations of Public Works Report 2023-38, Subject: Investing in Canada Infrastructure Program: Green Stream – Transfer Payment Agreement; and

Whereas Council is desirous of entering into an Agreement with the Province of Ontario, as represented by the Minister of Infrastructure; and

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

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

1. That the Corporation of the City of Port Colborne enters into a Transfer Payment Agreement with His Majesty the King in right of the Province of Ontario, as represented by the Minister of Infrastructure, for the Investing in Canada Infrastructure Program (ICIP): Green Stream;
2. That the Mayor and the Acting City Clerk be and are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement, and the Acting City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 14th day of March, 2023.

---

William C. Steele  
Mayor

---

Charlotte Madden  
Acting City Clerk

**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
GREEN STREAM**

**THIS TRANSFER PAYMENT AGREEMENT** for an Investing in Canada Infrastructure Program (ICIP): Green Stream Project (the “**Agreement**”) is effective as of the Effective Date.

**B E T W E E N:**

**His Majesty the King in right of Ontario,**  
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

**Corporation of the City of Port Colborne**

**(CRA#106984107)**

(the “**Recipient**”)

**BACKGROUND**

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a green stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

## CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### 1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Specific Information
- Schedule "C" - Project Description, Financial Information, Timelines and Project Standards
- Schedule "D" - Reports
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
- Schedule "K" - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section 2.1.

## 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

## 3.0 EXECUTION, DELIVERY AND COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 **Electronic Execution and Delivery of Agreement.** The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other Party;
- (i) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
- (ii) any other means with the other Party’s prior written consent.

#### 4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

#### 5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
  - (b) the Province and Canada are not responsible for carrying out the Project;
  - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
  - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and
  - (h) the Recipient has read and understood the Bilateral Agreement.

- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
  - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
  - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[SIGNATURE PAGE FOLLOWS]**



The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**, as  
represented by the Minister of Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Jill Vienneau, Assistant Deputy Minister  
The Honourable Kinga Surma  
Minister of Infrastructure

AFFIX  
CORPORATE  
SEAL

**Corporation of the City of Port Colborne**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]**

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

### A.1.0 INTERPRETATION AND DEFINITIONS

#### A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

#### A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** has the meaning ascribed to it in section I.1.1 (Definitions).

**“Aboriginal Consultation Record”** means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

**“Asset”** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**“Authorities”** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

**“Bilateral Agreement”** means the Canada-Ontario Integrated Bilateral Agreement for

the Investing in Canada Infrastructure Program entered into between Canada and His Majesty the King in right of Ontario, effective as of March 26, 2018, as amended.

**“Business Day”** means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

**“Canada”** means, unless the context requires otherwise, His Majesty the King in right of Canada.

**“Canada’s Maximum Contribution”** means the maximum contribution from Canada as set out in Schedule “C”.

**“Committee”** refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

**“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

**“Evaluation”** means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

**“Event of Default”** has the meaning ascribed to it in section A.12.1 (Events of Default).

**“Expiration Date”** means the expiry date set out in Schedule “B” (Specific Information).

**“Federal Approval Date”** means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

**“ICIP”** means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

**“Indemnified Parties”** means His Majesty the King in right of Ontario and His Majesty the King in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

**“Ineligible Expenditures”** means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Interest or Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Maximum Funds”** means the maximum Funds amount as set out in Schedule “B” (Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Ontario’s Maximum Contribution”** means the maximum contribution from Ontario as set out in Schedule “C”.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Project”** means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“Records Review”** means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

**“Reports”** means the reports described in Schedule “D” (Reports).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Substantial Completion”** or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended and, in any event, no later than

October 31, 2026.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

**“Total Financial Assistance”** means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

**“Transfer Payment Ontario”** means the Province’s enterprise system for managing time-limited and ongoing transfer payment activities.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project will meet the following environmental quality outcome:

<b>Environmental Quality Outcomes:</b>
Increased access to potable water

- (f) if the Project meets an environmental quality outcome, once complete it will, depending on the nature of the Project:

- (i) result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable; or
  - (ii) result in drinking water quality that meets or exceeds provincial standards, where applicable.
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

**A.2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A.2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

**A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

- A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).
- A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

**A.4.0 FUNDS AND CARRYING OUT THE PROJECT**

- A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
  - (i) is at a branch of a Canadian financial institution in Ontario; and
  - (ii) is solely in the name of the Recipient.

- A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:



- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

**A.4.4 Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 **Interest.** If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds 40 percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess;
- (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction,

demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

**A.4.11 Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

**A.4.12 Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of the Project (“**Holdback**”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

## **A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

**A.5.2 Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

**A.5.3 Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) attests to:
  - (i) following value-for-money procurement processes for materials and sub-contracts; and
  - (ii) following its own policies and procedures.

**A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
  - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
  - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

**A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

**A.6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A.7.1 Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

**A.7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
  - (ii) any other reports in accordance with any timelines and content

requirements the Province may specify from time to time; and

- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A.7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiration Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A.7.4 Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

**A.7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

**A.7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;

- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

**A.7.7 No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

**A.7.8 Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

**A.7.9 Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

**A.7.10 Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

**A.7.11 Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

**A.7.12 Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

**A.8.1 Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

## **A.9.0 LIMITATION OF LIABILITY AND INDEMNITY**

**A.9.1 Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

**A.9.2 Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

**A.9.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

**A.9.4 Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

**A.9.5 Settlement Authority.** The Recipient will not enter into a settlement of any



Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

## **A.10.0 INSURANCE**

- A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
  - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and

- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

#### **A.11.0 TERMINATION ON NOTICE**

**A.11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A.11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

#### **A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for

the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (f) the Recipient ceases to operate.

**A.12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

**A.12.3 Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

**A.12.4 Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A.12.5 When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

#### **A.13.0 FUNDS UPON EXPIRY**

**A.13.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

#### **A.14.0 DEBT DUE AND PAYMENT**

**A.14.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

**A.14.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **A.15.0 NOTICE**

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

#### **A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

#### **A.17.0 SEVERABILITY OF PROVISIONS**

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A.18.0 WAIVER**

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.19.0 INDEPENDENT PARTIES**

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

**A.19.2 No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

## **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A.20.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A.20.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

## **A.21.0 GOVERNING LAW**

**A.21.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A.22.0 FURTHER ASSURANCES**

**A.22.1 Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A.23.0 JOINT AND SEVERAL LIABILITY**

**A.23.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

**A.24.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**A.24.2 Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A.25.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a **"Failure"**);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

#### **A.26.0 SURVIVAL**

**A.26.1 Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs,



and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (for a period extending 90 Business Days beyond the Term), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
  - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
  - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
  - (iii) other applicable agreements between Canada and Aboriginal Communities.

**A.27.2 Assessments.** The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

## **A.28.0 ABORIGINAL CONSULTATION**

- A.28.1 Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).
- A.28.2 Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:
- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
  - (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
    - (i) Aboriginal Communities have been notified and, if applicable, consulted;
    - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
    - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
    - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.
- A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

## **A.29.0 COMMITTEE**

- A.29.1 Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 Notice of Establishment of Committee.** Upon Notice from the Province, the Parties

will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

### **A.30.0 DISPUTE RESOLUTION**

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

### **A.31.0 SPECIAL CONDITIONS**

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with, to the Province’s satisfaction:
    - (i) any and all compliance attestations the Transfer Payment Ontario System if directed by the Province;
    - (ii) evidence that the Recipient is in compliance with all provincial and federal tax laws, if directed by the Province;

- (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
  - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
  - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
    - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
    - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
    - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
  - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

## **END OF GENERAL TERMS AND CONDITIONS**

### **[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**

## SCHEDULE “B” SPECIFIC INFORMATION

### B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is March 31, 2028.

### B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

### B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p><b>Email:</b> ICIPGreen@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Address:</b> Corporation of The City of Port Colborne 66 Charlotte St, Port Colborne, Ontario L3K3C8</p> <p><b>Attention:</b> Darlene Suddard, Manager of Water Wastewater</p> <p><b>Email:</b> darlene.suddard@portcolborne.ca</p>

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES  
AND PROJECT STANDARDS FOLLOWS]**

## SCHEDULE “C” PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

### C.1.0 PROJECT DESCRIPTION

The project is for the replacement of watermains in Port Colborne. The work will include the replacement of approximately 1,960 m of watermain on the full length of Davis Street south of Durham Street; the full length of Berkley Avenue; full length of Homewood Avenue; Sugarloaf Street between King Street and West Street and south on West Street to the dead end. The work also includes side street interconnections, the installation of approximately 15 fire hydrants and 32 main line water valves. Affected roadway, curbs, gutters, sidewalks and affected driveways will be reinstated.

### C.2.0 FINANCIAL INFORMATION

**C.2.1 Total Eligible Expenditures.** Total Eligible Expenditures means \$4,998,000.00, rounded to two decimal places.

**C.2.2 Ontario’s Maximum Contribution.** Ontario’s Maximum Contribution means \$1,665,833.40, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.3 Canada’s Maximum Contribution.** Canada’s Maximum Contribution means \$1,999,200.00, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.4 Percentage of Provincial Support.** Percentage of Provincial Support means 33.33%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.5 Percentage of Federal Support.** Percentage of Federal Support 40.00%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

### C.3.0 TIMELINES

**C.3.1 Federal Approval Date.** Federal Approval Date means March 25, 2022.

### C.4.0 PROJECT STANDARDS

**C.4.1 Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

#### **C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

- C.5.1 Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**[SCHEDULE "D" – REPORTS FOLLOWS]**

## SCHEDULE “D” REPORTS

### D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient's forecast of the timelines and costs (expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other information regarding the Project.
- (b) **Progress Reports.** Progress Reports include an update on the Project's status. Progress Reports will be submitted by the Recipient no less frequently than twice a year on dates provided by the Province.
- (c) **Claim Reports.** Claim Reports will detail amounts that are being claimed for reimbursement. Claim Reports may be submitted by the Recipient as frequently as needed, but no less frequently than twice a year (if Eligible Expenditures have been incurred). If no Eligible Expenditures have been incurred in the previous six months, the Recipient will notify the Province that no Claim Report is being submitted for that period. When submitting a Claim Report, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup information must be provided at the time of claim submission, as directed by the Province.
- (d) **Final Report.** The Final Report shall summarize the Project's final timelines, costs, and outcomes. It will include a declaration of Substantial Completion.  
  
The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.
- (e) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province requests.



## **D.2.0 ABORIGINAL CONSULTATION RECORD**

**D.2.1 Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

## **D.3.0 RISK ASSESSMENT**

**D.3.1 Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

## **D.4.0 COMPLIANCE AUDIT(S)**

**D.4.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

## **[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES FOLLOWS]**

## **SCHEDULE “E”**

### **ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

#### **E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- a) The incremental costs of the Recipient’s staff or employees provided that:
  - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
  - ii. The arrangement is approved in advance in writing by the Province and Canada.
- b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

#### **E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
  - i. Land,
  - ii. Buildings, or

- iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Real estate fees and related costs;
- l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- r) Taxes of any kind;
- s) Costs of relocating entire communities;
- t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- x) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (y) If the Project meets an adaptation, resilience and disaster mitigation outcome costs associated with:

- (i) relocating whole communities;
- (ii.) emergency services infrastructure; or
- (iii.) addressing seismic risks; and
- z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock.

**[SCHEDULE “F” – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**

## SCHEDULE “G” COMMUNICATIONS PROTOCOL

### G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

### G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

### G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.



## **G.7.0 MEDIA RELATIONS**

- G.7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

## **G.8.0 SIGNAGE**

- G.8.1 Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.
- G.8.2 Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G.8.3 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:
- (a) on the marker, recognize the Province's and Canada's contributions; and
  - (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.
- G.8.4 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.
- G.8.5 Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) and be visible for the duration of the Project. The Province will provide Notice to the Recipient specifying the timelines for signage installation and removal and the Recipient will comply with such timelines specified in the Notice.
- G.8.6 Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of

repair during the Project, or as otherwise agreed upon.

#### **G.9.0 COMMUNICATING WITH RECIPIENT**

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

#### **G.10.0 ADVERTISING CAMPAIGNS**

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**

## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

**“Asset Disposal Period”** means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

## SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

### I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

### I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

**I.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES  
FOLLOWS]**

## SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

### J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

### J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner, and no less frequently than twice a year if Eligible Expenditures have been incurred. If no Eligible Expenditures have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

### J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the final payment, a Claim Report in a format prescribed by the Province, including invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project;
- (b) for each request for final payment, a Final Report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

#### **J.4.0 PAYMENTS OF FUNDS**

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
  - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
  - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
  - (d) compliance with all applicable audit requirements under the Agreement; and
  - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

- J.5.1 **Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
  - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

## **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Report, which will include a declaration of Substantial Completion, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

## **J.7.0 HOLDBACK**

J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

## **J.8.0 FINAL PAYMENT**

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**



## SCHEDULE “K” COMMITTEE

### K.1.0 ESTABLISHMENT OF COMMITTEE

**K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

### K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

#### K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

#### K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

The Corporation of the City of Port Colborne

By-Law No.

Being a By-law to Appoint an Acting Chief Building Official and Building Inspector

Whereas Section 3(2) of *The Building Code Act, 1992, S.O. 1992, c.23* (the Act) provides that the council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of the Act in the areas in which the municipality has jurisdiction; and

Whereas Council is desirous of providing for the appointment of a Chief Building Official and Building Inspector; and

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

1. That Ben Hopkins be appointed as Acting Chief Building Official for The Corporation of the City of Port Colborne in the absence of the Chief Building Official.
2. That the duties of the Chief Building Official will be those set out in the *Building Code Act 1992, S.O. 1992, c. 23* and the Regulations thereunder, the Corporation's zoning and building by-laws and such other duties as Council may impose from time to time.
3. That Joe Schoonings be appointed as a Building Inspector for the City of Port Colborne.
4. That this by-law shall be repealed on the date that the appointees cease to be employees of the City of Port Colborne;
5. That By-law 7004/42/22 be repealed; and
6. That this by-law shall come into force and take effect on the date of passing.

Enacted and passed this 14th day of March, 2023.

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William C. Steele  
Mayor

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Charlotte Madden  
Acting City Clerk

The Corporation of the City of Port Colborne

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

Being a by-law to appoint a Building Inspector

Whereas Section 3(2) of *The Building Code Act, 1992, S.O. 1992, c.23* (the Act) provides that the council of each municipality shall appoint a Chief Building Official and such inspectors as are necessary for the enforcement of the Act in the areas in which the municipality has jurisdiction; and

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

1. That Jacob Roy be appointed as a Building Inspector for the City of Port Colborne;
2. That this by-law shall be repealed on the date that the appointee ceases to be an employee of the City of Port Colborne;
3. That By-law 6966/04/22, Being a by-law to appoint a Building Inspector be repealed; and
4. This by-law shall come into force and take effect on the date of passing.

Enacted and passed this 14th day of March, 2023.

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William C. Steele  
Mayor

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Charlotte Madden  
Acting City Clerk